



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
March 9, 2022

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell a 0.54 +/- acre parcel of state-owned land, with improvements, located at 8 Valeska Lane, in the Town of Salem. The sale will be to Jose, Robely, and Ignacio R. Cespedes (Grantee), for \$325,000.00 plus an \$1,100.00 administrative fee, effective upon Governor and Executive Council approval.

2. The Department further requests authorization to compensate NAI Norwood Group for real estate services, in the amount of \$19,500.00, which is 6% of the subject sale, effective upon Governor and Executive Council approval.

The Department's Bureau of Finance and Contracts determined the subject property was purchased with 90% Federal Funds, and 10% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2022</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (10% of \$305,500.00) (Estimated amount, actual will be based on closing statement)	<u>FY 2022</u> \$30,550.00
04-096-096-963515-3054-401771 Consolidated Federal Aid (90% of \$305,500.00) (Estimated amount, actual will be based on closing statement)	<u>FY 2022</u> \$274,950.00

EXPLANATION

The Department wishes to dispose of 0.54 +/- acres of state-owned land, with improvements, located 8 Valeska Lane, in the town of Salem. The parcel was acquired in 2004 for proximity, in conjunction with the Salem-Manchester 10418C, Interstate 93 widening project.

Pursuant to RSA 4:39-c, this disposal was reviewed by the Department and determined to be surplus to its operational needs and interests. The sale will include the following conditions:

- No direct access to Interstate 93 will be granted.
- Per 23 CFR 710 Subpart D, Federal Highway Administration approval was granted on February 11, 2021.

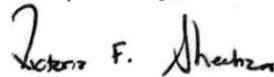
On June 21, 2021, the Long Range Capital Planning and Utilization Committee, approved the Department's request (LRCP 21-017) to enter into a listing agreement with NAI Norwood Group to market and sell the subject property for \$275,000.00, and to assess the \$1,100.00 administrative fee. Their approval authorized the Department to compensate NAI Norwood Group a 6% commission for their real estate services.

NAI Norwood Group marketed the subject property and brought all offers to the Department for consideration. On September 13, 2021, the Department entered into a Purchase and Sale Agreement with Jose and Robely Cespedes for \$325,000.00, plus the \$1,100.00 administrative fee to be collected at closing.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Salem who declined the offer of interest. Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority who also declined the offer of interest.

The Department respectfully requests authorization to sell the subject parcel and compensate NAI Norwood Group as noted above.

Respectfully,

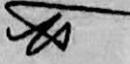


Victoria F. Sheehan
Commissioner

VFS/SJN
Attachments

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

LACP 21-017

FROM: Stephen G. LaBonte 
Administrator

DATE: May 17, 2021

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Salem
RSA 4:39-c

**Approved by the Long
Range Capital Planning
and Utilization
Committee June 21, 2021**

TO: Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of a .54 ± of an acre parcel of State owned land, with improvements, located at 8 Valeska Lane in the Town of Salem. The Department will enter into a listing agreement for a term of one year NAI Norwood Group, with a 6% commission. The sale price for this parcel will be \$275,000.00, and the Department will assess an Administrative Fee of \$1,100.00, pursuant to RSA 4:40, III-A. The Department will consider all offers within 10% of the appraised value which is consistent with the Committee's past policy Guidelines.

EXPLANATION

The Department wished to dispose of .54 ± of an acre of State-owned land located at 8 Valeska Lane in the Town of Salem. This property is improved with a 1.5-story single-family residence.

The property was acquired in 2004 for proximity, in conjunction with the Salem-Manchester, 10418C Interstate 93 widening project.

After a departmental review it was determined that the subject property is surplus to the Department's operational needs and available for disposal. The sale will include the following conditions:

- No direct access to Interstate 93 will be granted.
- Federal Highway Administration approval will be needed due to the parcels proximity to Interstate 93.

In accordance with New Hampshire Administrative Code, Chapter Tra 1000, "Process for Marketing and Sale of State Owned Property Utilizing Real Estate Professionals," and Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 4 (Rockingham and Strafford Counties) were sent a request to submit a Market Analysis for the subject property at a commission of 6%. Based on this request, the Department received one response from following firm.

NAI Norwood Group
116 South River Road
Bedford, NH 03110

\$275,000.00 - \$285,000.00

State Appraisal

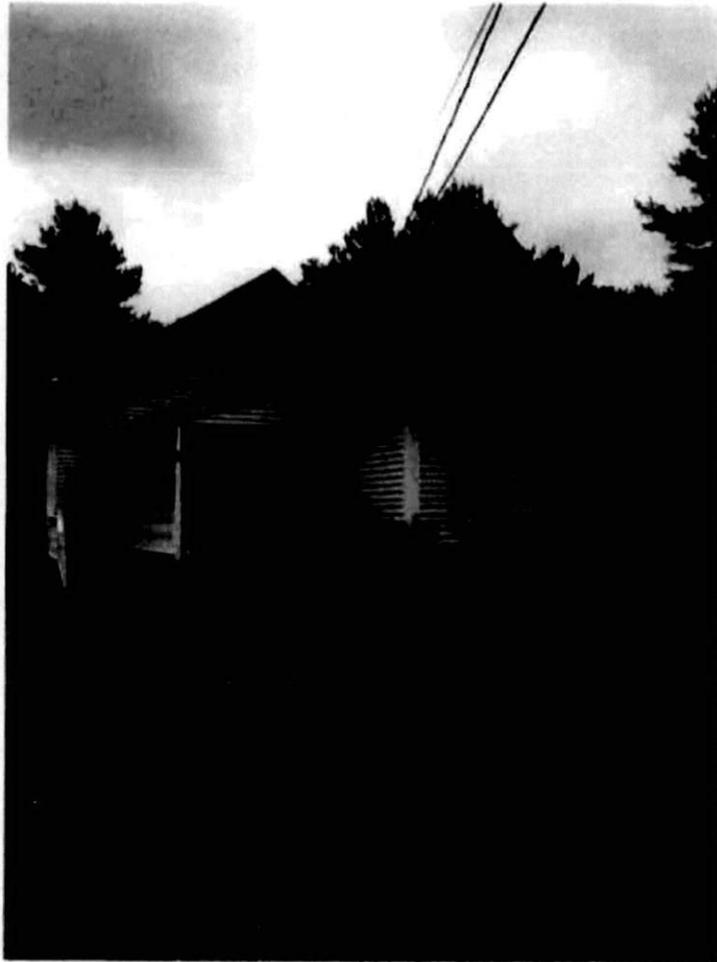
\$261,000.00

The Pre-Qualification Committee reviewed the above information and felt that a value of \$275,000.00 was an appropriate value for this property and selected NAI Norwood Group to market the property, on behalf of the Department.

Prior to the sale, the Department will offer the property to the Town of Salem pursuant to RSA 4:39-c, and to the New Hampshire Housing Finance Authority, pursuant to RSA 204-D:2.

The Department is respectfully requesting authorization to sell the subject parcel, as outlined above.

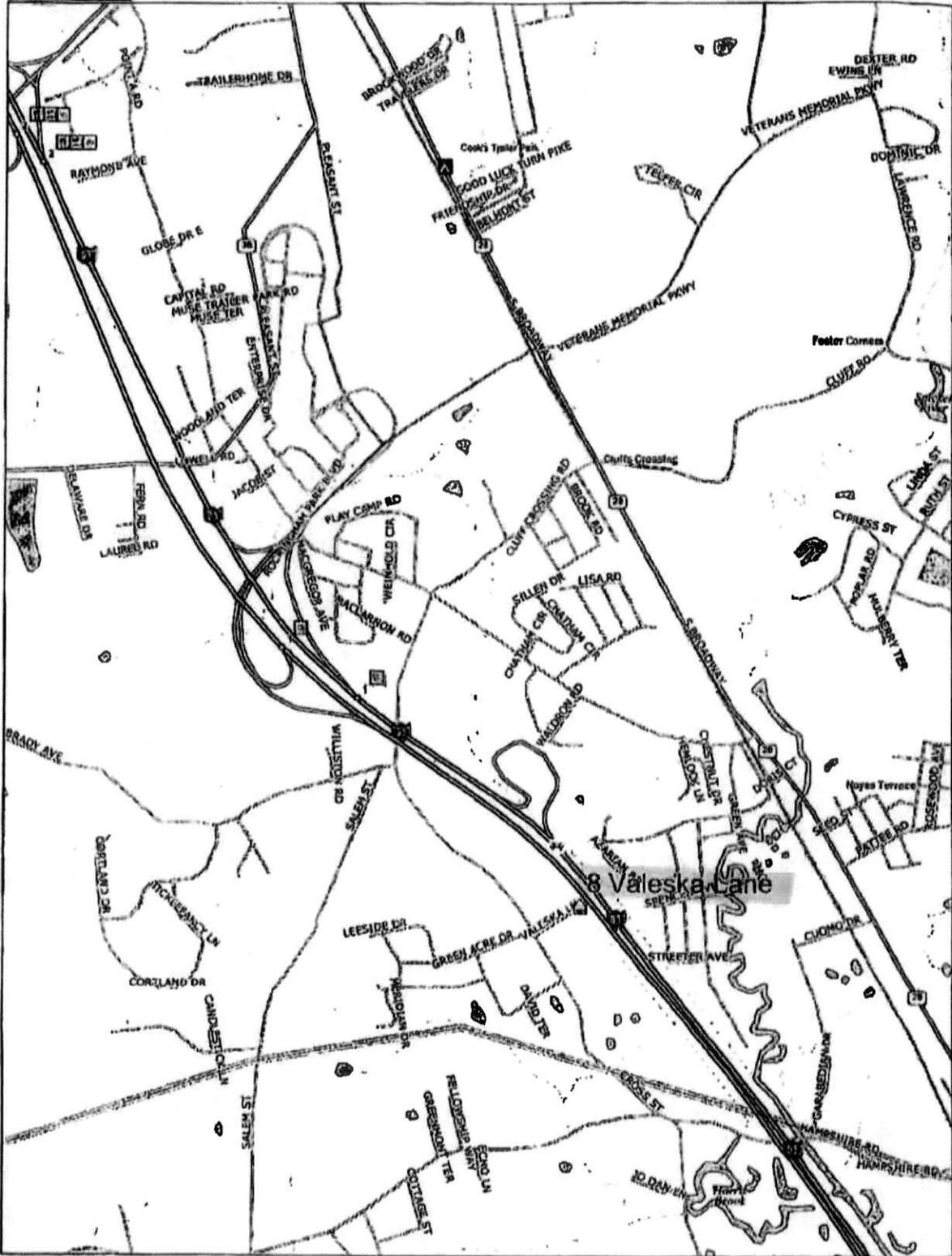
SGL/LMW/jl
Attachments:



8 Valeska Lane, Salem, NH
6/19/2019

Town Tax Map Location

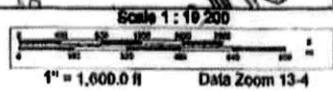




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www.delorme.com



1" = 1,000.0 ft Data Zoom 13-4



U.S. Department
of Transportation
**Federal Highway
Administration**

New Hampshire Division

February 11, 2021

53 Pleasant Street, Suite 2200
Concord, NH 03301
(603) 228-0417

In Reply Refer To:
HDA-NH

Ms. Victoria F. Sheehan
Commissioner
New Hampshire Department of Transportation
7 Hazen Drive
Concord, NH 03302-0483

Attn: Mr. LaBonte

Subject: Sale of New Hampshire DOT owned land Located in Limited Access Right of Way of NH Interstate 93 at 8 Valeska Lane, Salem, NH, received February 4, 2021.

Dear Ms. Sheehan:

FHWA reviewed the subject request to dispose of 23,522 SF (0.54 +/- Acres) with a 1.5 story single family residential house acquired for Interstate 93 right-of-way (ROW) 10418C, located in the City of Salem, was used as a rental property, and now vacant. NHDOT proposes a fair market value sale of the property.

As provided in the submittal, the sale of this property will include the following conditions:

- No direct access to I-93 will be granted.

The NEPA approval was received March 17, 2016. NHDOT requests FHWA approval of this sale of an Interstate parcel per 23 CFR 710 Subpart D.

FHWA approves this fair market value sale of this portion of I-93 ROW. Please provide a copy of any updated mapping for our files. It is also understood that Federal funds will need to be paid back as the parcel was not incorporated in the project.

Please contact me at 603-410-4874 or cindy.vigue@dot.gov with any questions.

Sincerely,

**CYNTHIA
VIGUE**

Digitally signed by
CYNTHIA VIGUE
Date: 2021.02.11 11:29:00
-05'00'

Cynthia Vigue
Deputy Division Administrator



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 890-2120 · FAX: (603) 890-2220

OFFICE OF THE TOWN MANAGER
Christopher A. Dillon
Town Manager

August 9, 2021

Ms. Lisa Weir
Chief of Property Management
State of New Hampshire
Department of Transportation
Bureau of Right-of-Way
JO Morton Building – Room 100
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

VIA E-Mail: lisa.weir@dot.nh.gov

RE: Sale of State Owned Land in Salem

Dear Ms: Weir:

The Town of Salem is in receipt of your letter regarding State owned property available for purchase located at 8 Valeska Lane in Salem. Thank you for allowing the Town an opportunity to consider this matter. I reviewed your offer with Town staff and the Board of Selectmen at their meeting of July 26, 2021. At this time, the Town has no interest in purchasing the property. Accordingly, please feel free to offer the property to the general public for purchase.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Dillon".

Christopher A. Dillon
Town Manager



July 19, 2021

Lisa Weir, Chief of Property Management
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

RE: Salem property

Dear Ms. Weir:

New Hampshire Housing Finance Authority is not interested in purchasing the property in Salem, described in your letter of June 28, 2021.

Thank you for giving us the opportunity to review this parcel.

Sincerely,

Dean J. Christon
Executive Director

DJC:clp
Enclosures

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

32 Constitution Drive, Bedford, NH 03110
Mail: PO Box 5087, Manchester, NH 03108

603.472.8623
NHHFA.org



**New Hampshire Department of Transportation
Exclusive Listing Agreement**

This is to be construed as an unequivocal "Exclusive Right to Sell" between the Seller and the undersigned Firm.

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), New Hampshire Department of Transportation ("SELLER"), hereby gives the undersigned NAI Norwood Group ("FIRM"), on this date, August 10, 2021, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at B Valeska Lane, Salem, NH owned by SELLER consisting of .54 ± Acres, improved with 1.5-story single-family residence, and including any other property, real or personal, subsequently added thereto, recorded in the Rockingham County Registry of Deeds in Book 4313 Page 1242 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$276,100.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay FIRM a commission of 6% of the contract price.

2. THIS AGREEMENT SHALL BE IN EFFECT from August 11, 2021, through August 10, 2022. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY.

3. DUTIES OF FIRM. FIRM owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting.

4. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both SELLER and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If SELLER would like the property shown to buyers who are also represented by the FIRM, the potential for dual agency exists.

Yes ___ No ___ SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

[Signature] _____ 8/13/21
Seller Date

Yes ___ No X At this time, SELLER does not consent to dual agency showings.

Seller Date

Yes ___ No ___ Not applicable - FIRM does not practice dual agency.

5. DUTIES OF SELLER. SELLER acknowledges duty to disclose to FIRM all pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by FIRM to potential purchaser. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, SELLER will immediately notify the potential purchaser and FIRM of the same in writing.

6. SCOPE OF SERVICES. SELLER acknowledges that FIRM is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. SELLER is hereby advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by SELLER that FIRM may provide names of service providers or products as one of a number of choices available to SELLER. FIRM shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

7. COOPERATION WITH OTHER BROKERS - SELLER authorizes the following forms of cooperation:

(a) Cooperate with licensees from other firms who accept FIRM'S offer of sub agency. FIRM'S policy is to compensate the subagent a _____ % commission of the contract price or _____. Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of FIRM and any sub-agents who are acting on behalf of the SELLER when FIRM or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by Firm
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a <u>3%</u> commission of the contract price.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>3%</u> commission of the contract price.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."	
(e) _____ None of the Above. If this is checked, property cannot be placed in MLS.	

8. SPECIAL CONDITIONS - SELLER agrees:

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Lock box may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
If "Yes" is checked above:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites.

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may provide a means to write comments or reviews (also known as blogging) about this listing in immediate conjunction with this listing on MLS member's public websites.
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9. ADDITIONAL PROVISIONS:

1. Sale is subject to Governor and Executive Council Approval

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS, GENDER IDENTITY OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

[Signature]
Seller

10/12/21
Date

PO Box 483, 7 Hazen Drive
Address

Concord NH 03302
City State Zip Code

NAI Norwood Group
Firm

8/19/21
Date

[Signature]
Name

President
Title

116 S Pine Rd
Address

Bell NH 03031
City State Zip Code

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



09/16/2021 ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 13th day of September, 2021 between State of NH

("SELLER") of PO Box 483, 7 Hazen Drive, Concord, State NH, Zip 03302 and Jose Cespedes and Robely M Cespedes

("BUYER") of 6 Lancelot Court, 9, Salem, State NH, Zip 03079

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Salem located at 8 Valeska Lane, NH, 03079, County Rockingham, Book 4313, Page 1242, Date 06/18/2004 ("PROPERTY").

3. The SELLING PRICE is three hundred thirty-two thousand Dollars \$332,000.00. A DEPOSIT in the form of bank check is to be held in an escrow account by NAI Norwood Group ("ESCROWAGENT"). BUYER has delivered, or will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$1,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$4,000.00 will be delivered on or before 09/29/2021. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$327,000.00.

4. DEED: Marketable title shall be conveyed by a Quitclaim deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before 11/30/2021 at Buyer's Attorney office or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions:

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows: Giuseppina Russo of CRG Properties is a seller agent buyer agent facilitator disclosed dual agent. Judy Niles-Simmons & Chris Norwood of NAI Norwood Group is a seller agent buyer agent facilitator disclosed dual agent. *If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement. NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$5,000.00.

SELLER(S) INITIALS [Signature] / BUYER(S) INITIALS [Signature]

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



- 9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect...
10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing.

11. PROPERTY INCLUDED: All Fixtures refrigerator, electric stove, dishwasher, and 2 storage sheds

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women.

Disclosure Required [X] YES [] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE:

[Signature] 02/15/21 3:27 PM EDT

[Signature] 02/15/21 3:34 PM EDT

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property.

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Lead Paint, Pests, Hazardous Waste, and other inspection types.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

- 1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS [Signature]

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



- 2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING

HERE:

Signature box for Buyer with date 09/15/21 and time 3:37 PM EDT

Signature box for Buyer with date 09/15/21 and time 3:34 PM EDT

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

Table with 4 columns: Item, YES, NO, YES, NO. Rows include Restrictive Covenants of Record, Easements of Record/Deed, Park Rules and Regulations, Condominium documentation per N.H. RSA 356-B:58, Co-op/PUD/Association Documents, Availability of Property/Casualty Insurance, and Availability and cost of Flood Insurance.

If such review is unsatisfactory, BUYER must notify SELLER in writing within 10 days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. FINANCING: This Agreement ([X] is) ([] is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT \$320,380.00 TERM/YEARS TBD RATE TBD MORTGAGE TYPE FHA

Empty rectangular box for additional financing terms.

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

SELLER(S) INITIALS

Handwritten initials in a signature box.

BUYER(S) INITIALS

Signature box for Buyer with date 09/15/21 and time 3:32 PM EDT

Signature box for Buyer with date 09/15/21 and time 3:34 PM EDT

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within 1 calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by 11/18/2021 ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller Buyer

SELLER(S) INITIALS  / BUYER(S) INITIALS  /

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19. ADDITIONAL PROVISIONS:

Buyer is WAIVING PROPERTY INSPECTIONS in P&S Agreement but wishes to perform Home Inspection and Septic Inspection for Buyer's Informational purpose only.
Buyer agrees to apply for a Conventional loan if the FHA Loan financing referenced in #18 Mortgage Type is declined.
Buyer agrees to pay \$1,100.00 Admin Fee to the State of NH at the time of closing.
Sale is subject to Approval of the Governor & Executive Council.
Seller to credit \$7,000.00 towards the Buyer's prepaid interest, prepaid, and closing costs at the time of closing.
Seller to continue to mow lawn bi-weekly until the time of closing date.

20. ADDENDA ATTACHED: Yes No Lead Paint Disclosure, Property Information Disclosure, Field Card, Property Warranty Deed, NH CIBOR Disclosure

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

José Caspedes
BUYER
dotloop verified
09/15/21 3:37 PM EDT
GTBA-NYP-HNBP-LHK0
DATE/TIME

Robely M Caspedes
BUYER
dotloop verified
09/15/21 3:34 PM EDT
ZQQP-BFV7-OWBO-LCW
DATE/TIME

6 Lancelot Court, 9
MAILING ADDRESS

6 Lancelot Court, 9
MAILING ADDRESS

Salem, NH 03079
CITY STATE ZIP

Salem, NH 03079
CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

Mr. G. Ford, NHDOT
SELLER
9/20/21 10:21
DATE/TIME

SELLER
DATE/TIME

MAILING ADDRESS

MAILING ADDRESS

CITY STATE ZIP

CITY STATE ZIP

ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This 2nd Addendum to the Purchase and Sales Agreement with an effective date of 09/16/2021 between
State of NH, DOT ("SELLER"), and
Jose Cespedes and Robely M Cespedes ("BUYER"), for
the property located at 8 Valeska Lane, Salem, NH 03079
hereby agree to the following:

- 18. To extend the Financing Deadline from December 16, 2021 to on or before January 19, 2022.
- 3. To extend the Transfer of Title from January 27, 2022 to on or before February 28, 2022.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

Jose Cespedes
BUYER
DATE / TIME

Robely M Cespedes
BUYER
DATE / TIME

[Signature]
SELLER
DATE / TIME 12/15/21 3:25pm

SELLER
DATE / TIME

ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This 3rd Addendum to the Purchase and Sales Agreement with an effective date of 09/16/2021 between
State of NH, DOT ("SELLER"), and
Jose Cespedes, Ignacio Cespedes, and Robely M Cespedes ("BUYER"), for
the property located at 8 Valeska Lane, Salem, NH 03079,
hereby agree to the following:

1. Add Ignacio R. Cespedes of 45 Exeter St, Lawrence, MA 01843 as BUYER on Quitclaim Deed and in financing.
Jose R. Cespedes of 6 Lancelot Ct, U9, Salem, NH 03079 remains as Buyer on Quitclaim Deed but not included in financing. i.e. Mortgage

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

Ignacio Cespedes Signature
BUYER DATE / TIME

Robely M Cespedes Signature
BUYER DATE / TIME

[Signature] Signature
SELLER DATE / TIME

[Signature] Signature
SELLER DATE / TIME

ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This 4th Addendum to the Purchase and Sales Agreement with an effective date of 09/16/2021 between State of NH, DOT ("SELLER"), and Jose Cespedes, Ignacio Cespedes, and Robely M Cespedes ("BUYER"), for the property located at 8 Valeska Lane, Salem, NH 03079, hereby agree to the following:

5. To extend the Transfer of Title from February 28, 2022 to on or before March 31, 2022 .

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

Jose Cespedes dotloop verified 09/16/21 2:15 PM EST 1224 (REV 08/04/17) 1750
BUYER DATE / TIME

Robely Cespedes dotloop verified 09/16/21 2:15 PM EST 1224 (REV 08/04/17) 1750
BUYER DATE / TIME

SELLER DATE / TIME

Stephen LaBrie dotloop verified 09/16/21 2:15 PM EST 1224 (REV 08/04/17) 1750
SELLER DATE / TIME