

TOWN OF DURHAM
8 NEWMARKET RD
DURHAM, NH 03824
(603) 868-8064
www.ci.durham.nh.us

LOT LINE ADJUSTMENT APPLICATION
Town of Durham, New Hampshire

Date: November 11, 2020 [office use only. Check # _____ amount \$ _____ date _____]

Property information

Tax map #: 12; lot #'s): 6-2 & 7-0; zoning district: RC / Shoreland Protection District Overlay

Property address/location: 190 & 194 Piscataqua Road, Durham, NH 03824

Name of project (if applicable): 190 & 194 Piscataqua Road

Property owner – Parcel A

Name (include name of individual): John Leland

Mailing address: P.O. Box 797, Dover, NH 03821

Telephone #: (917)816-6247

Email: johneleland@pslintl.com

Property owner – Parcel B (clarify whether both parcels are owned by the same person(s))

Name (include name of individual): Thomas J. Daly / Erin L. Daly Revocable Trusts

Mailing address: 5 Jasper Lane, Nashua, NH 03063

Telephone #: (603)361-5033

Email: tjd@q7.io

Surveyor

Name (include name of individual): Gate City Survey / Paul Delaney

Mailing address: 1 Tara Boulevard, Suite 200, Nashua, NH 03062

Telephone #: (603)882-4655

Fax #: (603)882-4655

Email address: paul@gatecitysurvey.com

Professional license #: 914

Proposed project

What is the purpose of the lot line revision? To allow Map 12 Lot 7-0 to have 306.37 feet of road frontage to access US Route 4 (Piscataqua Road) with out the necessity of an access easement over Map 12 Lot 6-2.

Will any encroachments result? No

Comments

Please feel free to add any comments, additional information, or requests for waivers here:

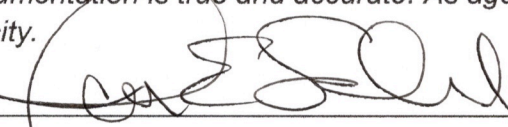
Please reference Durham Zoning Board of Approval for Lot Frontage Variance dated November 10, 2020.

Submission of application

This application must be signed by the property owner(s) and/or the agent.

I/we hereby submit this Lot Line Adjustment application to the Town of Durham Planning Board pursuant to the Town of Durham Subdivision Regulations and attest that to the best of my knowledge all of the information on this application form and in the accompanying application materials and documentation is true and accurate. As agent, I attest that I am duly authorized to act in this capacity.

Signature of property owner:
(Parcel A)



Date: 13 November 2020

Signature of property owner:
(Parcel B)

Thomas Daly



Date: November 13, 2020

Signature of agent:

Eric R. Bunt

Date: November 16, 2020

Lot Line Adjustment Checklist

**To be filled out by applicant/agent (with notes to be inserted by staff)*

See regulations for other specific requirements

Town of Durham Planning Department

Project Name: 190 & 194 Piscataqua Road Map: 12 Lot: 6-2 & 7-0 Date: November 12, 2020

Applicant/agent: Eric R. Buck, Terrain Planning & Design, LLC Signature: *Eric R. Buck*

(Staff review by: _____ Date: _____)

General items

	Yes	No	N/A	Waiver Requested	Comments
Completed application	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Total application fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Letter of intent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Three sets of full-size plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
11 X 17 reductions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Completed abutters list	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Copy of existing covenants, easements, deed restrictions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
15 clipped sets of application, letter of intent, 11x17 reductions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Plan Information

Basic information including:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Name of project					_____
• Date					_____
• North arrow					_____
• Scale					_____
• Legend					_____
• Revision block					_____
• Vicinity sketch - not less than 1" = 1,000					_____
Name and address of developer/applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Name, stamp, and NH license # of land surveyor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

General items Continued

	Yes	No	N/A	Waiver Requested	Comments
Town tax map & lot #'s	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Statement that no encroachments will result from the adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Notation on plans: For more information about this lot line adjustment contact.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Approval block (for signature by staff attesting to Planning Board approval)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
References to neighboring plans and subdivisions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Information on abutting properties:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• owner name					_____
• owner address					_____
• tax map and lot #					_____
Zoning designations of subject tract and in vicinity of tract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Zoning overlay districts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>Platting</u>					
Clear delineation of area affected by lot line adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Surveyed property lines including:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• existing and proposed bearings					_____
• existing and proposed distances					_____
• monuments					_____
• benchmarks					_____
Existing & proposed square footage for each lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Show all of the following within 100 feet of the affected area.

Topographic Features

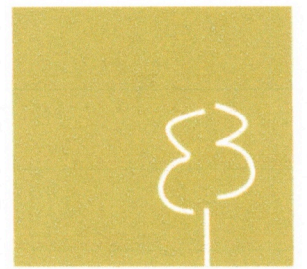
	Yes	No	N/A	Waiver Requested	Comments
Existing buildings/structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Existing driveways and access points	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Water features (ponds, streams)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Wetlands <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Statement whether located in flood area, and, if so, 100 year flood elevation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Utilities

Show all of the following within 100 feet of the affected area

Water lines/well (with protective radius)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sewer lines/septic system and leach field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Electric (overhead or underground)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Telephone/cable TV	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Gas lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Additional Comments:




terrain
planning & design llc

November 11, 2020

Town of Durham
8 New Market Road
Durham, NH 03824

To Whom It May Concern:

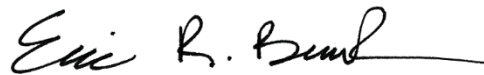
I, John Leland, owner of property located at 194 Piscataqua Road in Durham, NH, do hereby authorize members of Terrain Planning & Design, LLC to act as an agent on my behalf during any and all permitting processes.



John Leland

13 November 2020
Date

Respectfully Submitted,



Eric R. Buck, PLA, ASLA
Landscape Architect
Terrain Planning & Design LLC



November 11, 2020

Town of Durham
8 New Market Road
Durham, NH 03824

To Whom It May Concern:

We, Thomas J. Daly and Erin L. Daly, Trustees of the Thomas J. Daly Revocable Trust and Erin L. Daly Revocable Trust, and owners of property located at 190 Piscataqua Road in Durham, NH, do hereby authorize members of Terrain Planning & Design, LLC to act as an agent on our behalf during any and all permitting processes.

Thomas Daly

November 13, 2020

Thomas J. Daly, Trustee, Thomas J. Daly Rev. Trust & Erin L. Daly Rev. Trust Date

Erin L. Daly

November 13, 2020

Erin L. Daly Trustee, Erin L. Daly Rev. Trust & Thomas J. Daly Rev. Trust Date

Respectfully Submitted,

Eric R. Buck

Eric R. Buck, PLA, ASLA
Landscape Architect
Terrain Planning & Design LLC



November 12, 2020

Town of Durham
8 New Market Road
Durham, NH 03824

To Whom It May Concern:

John Leland is the owner of property located on 194 Piscataqua Road, Durham, New Hampshire and shown in the tax records for the Town of Durham as Map 12, Lot 6-2 (Applicant Parcel). The Applicant has entered into a Purchase and Sale Agreement with Thomas J. Daly and Erin L. Daly, Trustees of the Thomas J. Daly Revocable Trust and Erin L. Daly and Thomas J. Daly, Trustees of the Erin L. Daly Revocable Trust for the sale of approximately 3.0 acres of the Applicant Parcel described in more detail in the plan attached hereto as Exhibit A, (the "Property"). The Applicant Parcel is located in the Residence Coastal Zoning District (the "RC") and the Shoreland Protection Overlay District ("SPOD") pursuant to the Durham Zoning Ordinance.

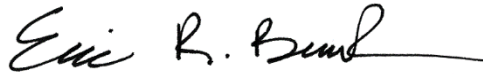
Currently, the Applicant Parcel consists of approximately 6.37 acres with a dwelling thereon. The Applicant Parcel lies between Piscataqua Road and Little Bay, and consists of approximately 300 feet of road frontage along Piscataqua Road and 231.2 feet of shore frontage along Little Bay. Although the Applicant Parcel has approximately 300 feet of road frontage, the Applicant has always accessed the Applicant Parcel by means of a 20 foot wide deeded right-of-way over an abutting lot shown in the tax Records for the Town of Durham as Map 12, Lot 6-3 owned by Michael J. Olsen (the "Olsen Parcel").

The Dalys are owners of property located on 190 Piscataqua Road, Durham, New Hampshire and shown in the tax records for the Town of Durham as Map 12, Lot 7-0 (the "Daly Parcel"). The Daly Parcel abuts the Applicant Parcel and consists of approximately 3.8 acres with no existing road frontage. Currently, the Dalys access the Daly Parcel by the same deeded right-of-way utilized by the Applicant, which permits the Dalys to travel from Piscataqua Road over the Olsen Parcel and the Applicant Parcel.

In accordance with the Agreement, the Applicant desires to sell approximately 3.0 acres of its 6.37 acres to the Dalys. The parties agree to adjust the lot lines so that the Daly Parcel will consist of approximately 6.8 acres and the Applicant Parcel will consist of approximately 3.4 acres. The effect of the sale of the Property and the

lot line adjustment will result in the Applicant Parcel having 30.28 feet of road frontage. Upon acquisition and after receipt of all applicable land use permits and approvals, the Dalys intend to construct a driveway off Piscataqua Road along what is now the westerly portion of the Property and the Daly Parcel.

Respectfully Submitted,

A handwritten signature in black ink that reads "Eric R. Buck". The signature is written in a cursive style with a long horizontal line extending to the right.

Eric R. Buck, PLA, ASLA
Landscape Architect
Terrain Planning & Design LLC

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this 11 day of AUGUST, 2020 (the "Effective Date") by and between **JOHN LELAND** with a mailing address of P. O. Box 7997, Dover, New Hampshire 03821 ("Seller"), and **THOMAS J. DALY AND ERIN L DALY, TRUSTEES OF THE THOMAS J. DALY REVOCABLE TRUST U/D/T DATED SEPTEMBER 17, 2012 AND ERIN L. DALY AND THOMAS J. DALY, TRUSTEES OF THE ERIN L. DALY REVOCABLE TRUST U/D/TA DATED SEPTEMBER 17, 2012** with a mailing address of 5 Jasper Lane, Nashua, New Hampshire 03063-1328 ("Buyer").

WHEREAS, Seller owns the land described in Exhibit A attached hereto together with the buildings and improvements thereon, any appurtenances thereto, all located at 194 Piscataqua Road, Durham, New Hampshire; and

WHEREAS, upon the enumerated terms and conditions, Seller is desirous of selling a portion of said premises, as detailed in Exhibit B attached hereto; and

WHEREAS, Buyer is desirous of purchasing said Premises (hereinafter defined), all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PREMISES. Seller agrees to sell, and Buyer agrees to buy, the land, being approximately 3.0 +/- acres, being a portion of the property at 194 Piscataqua Road, Durham, Strafford County, New Hampshire, together with all rights appurtenant thereto, easements and all of the rights, title and interest, if any, of Seller in and to all lands lying in the streets and roads abutting such tract, and being of the property more particularly bounded and described in a deed recorded in the Strafford County Registry of Deeds at Book 1739, Page 308. Said property being purchased is shown on Exhibit B attached hereto and made a part hereof and labeled "PARCEL A" (the "Premises").

2. PURCHASE PRICE.

(a) Purchase Price. The purchase price for the Premises is [REDACTED] (the "Purchase Price") payable plus or minus the pro-rations and any other payments referenced in this Agreement, is to be paid by Buyer to Seller at the Closing by electronic wire transfer.

(b) Deposit/Escrow Agent. The deposit hereunder shall be the sum of [REDACTED] (the "Deposit") which is payable upon the execution of this Agreement by the Buyer and shall be held by Devine, Milliment & Branch, Professional Association in a non-interest bearing account and shall be held and disposed of, subject to and in accordance with the terms of this Agreement. By executing this Agreement, Escrow Agent agrees to hold the Deposit in a non-interest bearing account and to disburse the same in accordance with the terms hereof. For

purposes of this Agreement, the term "Deposit" or "Deposits" shall include any amounts deposited in connection herewith. The Escrow Agent, may, at its option, require the receipt, release and authorization in writing of all parties before paying money or delivering or redelivering documents or property to any party or to third parties.

In the event of any dispute relating to the Deposit, the Escrow Agent shall not release the Deposit without either (i) the written consent of both Buyer and Seller, or (ii) a final order or judgment directing the disposition of the deposit issued by a court of competent jurisdiction.

The Escrow Agent shall not be liable for any interest or other charges on the money held by it. In the event a controversy arises over said funds, the Escrow Agent, at its sole discretion, may tender the funds into court for settlement, after deducting its attorneys' fees, court costs, and escrow fees, if any, which have accrued, including any attorneys' fees and court costs relating to the tender into court.

Seller and Buyer indemnify and hold harmless the Escrow Agent and its agents and representatives from all loss or damage they may sustain in connection with the Escrow Agent's performance of these instructions and do hereby jointly and severally release and waive any claims they may have against the Escrow Agent relating to the performance of these instructions.

3. DUE DILIGENT PERIOD.

(a) Property Inspection. Buyer and its agents shall have the right and non-exclusive license to enter and continue to re-enter the Premises, after reasonable prior notice to Seller, to conduct, at its sole expense, any tests, inspections or investigations of the Premises that Buyer desires including, but not limited to, survey, site assessment, environmental inspections, appraisals, engineering studies, soil tests, underwriting analyses, zoning investigations and relief, and all inspections as may be required to obtain any government approvals for subdivision and/or zoning relief, utility service studies, including, but not limited to, site line studies, curb cut studies, driveway approval studies for a period of ninety (90) days from the Effective Date (the "Due Diligence Period"). Any physically invasive testing, inspections or investigations shall require the prior consent of Seller, which shall not be unreasonably delayed, conditioned or withheld. Any and all disturbances on the Premises which were caused by Buyer or its agents in conducting its due diligence testing, inspections or investigations shall be repaired such that the Premises shall thereby be restored in all material respects to its current condition.

(b) Permitting Period. Buyer shall have one hundred eighty (180) days from the Effective Date to obtain all necessary federal, state, local government, and other third-party approvals and permits for the Property, on terms and conditions reasonably acceptable to the Buyer, including, but not limited to, zoning approvals, subdivision approval, department of transportation approvals, drive way permits, building permits and all other applicable permits, approvals and governmental authorizations with all applicable appeal periods having expired without contest (the "Permitting Period"). In the event the Buyer is unable to obtain all permitting within the Permitting Period, Buyer shall have the option to extend the Permitting Period for an additional sixty (60) days. Seller agrees to cooperate fully with the Buyer in applying and obtaining any such permitting and approvals as may be required by the Buyer.

(c) Indemnification. Buyer hereby agrees to indemnify, defend, and hold harmless Seller from and against any and all liens, claims, or damages of any kind or nature, including any demands, actions or causes of action, assessments, losses, costs, expenses, liabilities, interest and penalties, and reasonable attorneys' fees suffered, incurred, or sustained by the Seller caused by the entry on the Property by Buyer, its agents or representatives ("Claims") unless such Claims arise out of the discovery of any pre-existing condition at the Property or arise or are caused by Seller's negligence or willful misconduct. Prior to Buyer or its agents or representatives entering the Property to conduct the inspections and tests described above, Buyer shall obtain and maintain, at Buyer's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage: commercial general liability insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence for property damage, bodily or personal injury or death, such policy to name Seller as an additional insured party.

(d) Termination. Buyer may terminate this Agreement for any reason whatsoever in Buyer's sole determination, by written notice to Seller on or before the expiration of the Permitting Period, whereupon this Agreement shall become null and void, the Deposit returned to the Buyer and the parties shall have no further rights or obligations hereunder.

4. CLOSING.

The Closing shall be at the offices of Buyer's counsel in Manchester, New Hampshire (the "Closing") on or before thirty-one (31) days after the expiration of the Permitting Period.

5. TITLE; DEED. Seller agrees to convey to Buyer at Closing good, clear and marketable title to the Premises by a warranty deed insurable on an ALTA owner's title insurance policy (current revision) or the highest available form of title insurance offered in the jurisdiction in which the Premises is located by a recognized title insurance company at standard rates and free and clear of all liens and encumbrances except for (a) restrictions, covenants, conditions, easements and other matters which in the reasonable opinion of Buyer do not materially interfere with Buyer's intended use of the Premises, (b) taxes and other municipal assessments which are not yet due or payable on the date of transfer, (c) all applicable federal, state and local land use and environmental laws, ordinances and regulations, and (d) such state of facts which would be disclosed by an accurate survey and inspection of the Premises.

Buyer shall have five (5) days from termination of the Due Diligence Period hereof (the "Title Review Period"), within which to give Seller written notice of (i) any alleged title defects in the Premises; and (ii) any easements, conditions, encumbrances and restrictions that are unacceptable to Buyer because they have a material adverse effect on the Premises as Buyer's intended use of the Premises (items (i) and (ii) being collectively referred to herein as "Unacceptable Encumbrances"). All mortgages and liens are deemed Unacceptable Encumbrances for which Seller must obtain a partial release that is reasonably satisfactory to Buyer, by Closing; however, mortgages and liens shall not be given any additional time to cure as provided hereunder. Buyer's failure to give such notice within the Title Review Period shall be deemed a waiver of Buyer's right to object to any and all matters that affect the title to the Premises, which appear of record in the Strafford County Registry of Deeds at the time of Buyer's title insurance commitment. If Buyer does give such written notice in a timely manner, Seller shall use

reasonable efforts to remove said Unacceptable Encumbrance(s). In the event that Seller shall be successful, this Agreement shall continue in full force and effect, and Buyer shall close the transaction contemplated hereby in accordance with the terms hereof. Seller shall have a period of twenty-five (25) days within which to cure said Unacceptable Encumbrance(s). In the event that Seller fails to cure any Unacceptable Encumbrance(s) within said 25-day period, Seller shall give written notice thereof to Buyer at the expiration of said 25-day period and Buyer shall elect, within a period of seven (7) days after its receipt of notice thereof from Seller to either (i) terminate this Agreement; or (ii) waive such Unacceptable Encumbrance(s) and accept conveyance of the Premises subject to the Unacceptable Encumbrance(s) without deduction from the Purchase Price. If Buyer elects to terminate this Agreement neither party shall have any further obligation under this Agreement. In the event Buyer fails to make such election within said seven (7) day period, then Buyer shall be deemed to have made an election to waive the Unacceptable Encumbrance(s) and accept conveyance of the Premises subject to the Unacceptable Encumbrance(s) without deduction from the Purchase Price.

If, between the date of the title insurance commitment obtained by Buyer in accordance with the provisions of the immediately preceding paragraph and the Closing, an updated title report shows any new encumbrances which did not appear on the record title to the Premises as of the date of the initial title insurance commitment, which encumbrance is a monetary encumbrance or at Buyer's discretion has an adverse effect on the marketability, operation or value of the Premises, then Buyer shall have the right to give Seller written notice of any such new encumbrances and in such instance the parties shall have the same rights and obligations as to such new encumbrances as stated above. If Buyer does not give notice of any such new encumbrances to Seller on or before the recording of the Deed, then Buyer shall be conclusively presumed to have waived such encumbrances and to have agreed to accept title subject to such new encumbrances, and the Closing shall occur without any credit or abatement of the Purchase Price.

6. ITEMS TO BE DELIVERED AT CLOSING. At Closing, Seller shall execute and deliver to Buyer each of the following items:

- (a) A duly executed Warranty Deed pursuant to Section 6 hereunder;
- (b) An assignment of any permits, approvals and licenses respecting or pertaining to the Premises that Seller may have obtained and may be legally assigned without additional cost to Seller (noting Seller is not under any obligation to have obtained any such permits, approvals or licenses);
- (c) An affidavit indicating the absence of mechanics' liens, tenants and parties in possession of the Premises and an affidavit verifying the non-existence of mechanics' liens and materialmens' liens relating to the Premises and the non-existence of parties in possession, leasehold, rental, occupancy or use rights to the Premises, survey affidavit sufficient to delete the standard survey exception; and
- (d) Documents required by the Internal Revenue Service and/or New Hampshire Department of Revenue Administration relative to the sale and conveyance of real estate, including W-9 forms, receipts for 1099 forms, declaration of consideration forms and Premises transfer forms or documents as reasonably requested by Buyer's lender or title insurance company

7. RISK OF LOSS. Until delivery of the deed from Seller to Buyer and except as otherwise provided herein, risk of loss or damage to the Premises by fire or other casualty shall be on Seller. In the event that the Premises is damaged by fire or other casualty prior to the Closing, the Buyer may elect to either (i) terminate this Agreement, or (ii) proceed to the Closing, without a reduction in the purchase price and with payment of all deductibles, and transfer to Buyer by Seller of all of the insurance proceeds received by Seller related to such casualty which is required to restore the Premises plus an assignment of all rights of Seller to collect such insurance proceeds.

8. POSSESSION AND CONDITION OF PREMISES. Full and exclusive possession of the Premises, free of all tenants and occupants, leases and tenancies of all third parties shall be delivered to Buyer at Closing, the Premises to be at such time in the same condition as they now are, with all personal property having been previously removed.

9. ADJUSTMENTS; CLOSING COSTS; RENT RECEIVABLES. Real estate taxes, assessments, shall be pro-rated as of the Closing. The recording fee for the deed of conveyance shall be paid by Buyer. Buyer shall be responsible for the costs of any title searches and title insurance that Buyer elects to procure. The transfer tax required by the State of New Hampshire shall be paid in equal shares by Buyer and Seller in accordance with the laws of the State of New Hampshire. The cost of recording any documents in connection with the cure of any Unacceptable Encumbrances shall be paid by Seller.

10. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of real estate taxes referred to above is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

11. BROKERAGE. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them. Seller and Buyer each agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, or alleging an agreement with Seller or Buyer, as the case may be.

12. CONDEMNATION. If, prior to the Closing all or any part of the Premises shall be condemned by governmental or other lawful authority such that, in Buyer's reasonable judgment, its contemplated use of the Premises is materially, adversely affected, Buyer shall have the option of (a) completing the purchase in accordance with the terms of this Agreement, in which event all condemnation proceeds or claims thereof relating to the Premises, if any, shall be assigned to Buyer, or (b) canceling this Agreement, whereupon this Agreement shall become null and void, and the parties shall have no further rights or obligations hereunder.

13. DEFAULT.

a) Buyer's Default. It shall be a default by Buyer under this Agreement (a "Buyer's Default") if the Buyer shall fail to pay any sum of money under this Agreement when due and payable, whereupon the Deposit shall be retained by the Seller as its sole remedy and law or equity.

b) Seller's Default. It shall be a default by Seller under this Agreement (a "Seller's Default") if Seller shall fail to perform any of its covenants and agreements under this Agreement when required to be performed hereunder. If a Seller's Default occurs, then Buyer shall have the right to terminate this Agreement immediately by giving notice to Seller, in which event the Buyer may seek specific performance of this Agreement or any other remedy available under law.

14. NOTIFICATION REGARDING RADON GAS AND LEAD PAINT. Section 477:4-a of the New Hampshire Revised Statutes Annotated requires that, prior to the execution of any contract for the purchase and sale of any interest in real property which includes a building, the Seller or Seller's agent shall provide the following notification to the Buyer.

(a) 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. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

(b) Lead Paint. Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

(c) 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. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well."

By virtue of the execution of this Agreement, Buyer hereby acknowledges receipt of the foregoing Notification Regarding Radon Gas, Arsenic and Lead Paint.

15. EASEMENT. The parties acknowledge that the Buyer shall retain the existing easement over Lot 12-6-2 and Buyer agrees to provide an access easement across Lot 12-7-0 for the benefit of the Seller from Lot 12-6-2 to gain access to Lot 12-6-1 as detailed in attached **Exhibit C**. The parties agree that the specific easement area may be minimally adjusted from the plan designation to their mutual satisfaction and that the easement right to the Seller shall exist for such period of time as the Seller, or a member of his family, continues to hold a legal or equitable interest in Lot 12-6-2, including any interest held individually, as a beneficiary of a trust, or as an interest holder in any other entity and shall provide for vehicular and pedestrian traffic across Lot 12-7-0 to gain access to Lot 12-6-1.

16. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior written consent of the other party.

All notices, demands, requests, consents, waivers, approvals and other communications shall be in writing and shall be given either (i) by hand delivery, in which case such notice shall be deemed to have been given upon the hand delivery thereof during business hours provided a receipt is obtained, or (ii) email (subject to confirmation of receipt), or, (iii) by a recognized overnight delivery service such as Federal Express, freight charges prepaid, in which case such notice shall be deemed to have been given on the next Business Day following delivery to such delivery service, in each case addressed or delivered to the respective parties at their respective addresses set forth below (or at such other addresses designated by any party at any time by notice to the other parties in the manner set forth herein):

To Seller: John Leland
P. O. Box 7997
Dover, New Hampshire 03821

With a copy to: Gregory Michael, Esq.
Bernstein Shur
670 No. Commercial Street, Suite 108
P.O. Box 1120
Manchester, NH 03105-1120

To Buyer: Thomas J. Daly and Erin L. Daly, Trustees of the Thomas J. Daly Revocable Trust; and

Erin L. Daly and Thomas J. Daly, Trustees of the Erin L. Daly Revocable Trust
5 Jasper Lane
Nashua, NH 03063-1328

With a copy to:

Suzanne Brunelle, Esq.
Devine Millimet and Branch, Professional Association
111 Amherst Street
Manchester, NH 03101

(b) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission

on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(c) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses the entire agreement of the parties.

(d) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of New Hampshire.

(e) Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's reasonable discretion.

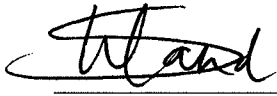
(f) Time shall be of the essence hereunder.

(g) This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

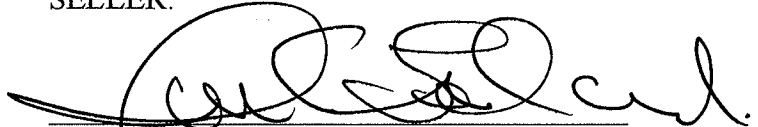
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

WITNESS:



SELLER:



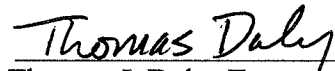
John Leland

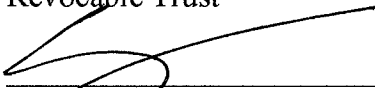
Dated: 11 AUGUST 2020

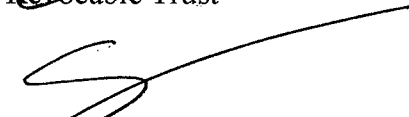
WITNESS TO ALL (BUYER):

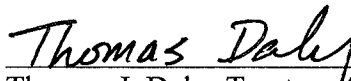


BUYER:


Thomas J. Daly, Trustee of the Thomas J. Daly
Revocable Trust

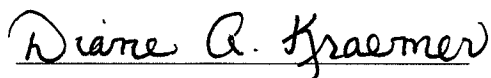

Erin L. Daly, Trustee of the Thomas J. Daly
Revocable Trust


Erin L. Daly, Trustee of the Erin L. Daly
Revocable Trust



Thomas J. Daly, Trustee of the Erin L. Daly
Revocable Trust

Dated: 18 August 2020

WITNESS:



ESCROW AGENT:
DEVINE, MILLIMET & BRANCH,
PROFESSIONAL ASSOCIATION



Dated: 8/20/2020

Exhibit A

A certain tract or parcel of land, with buildings thereon, if any, situate in Durham, County of Strafford and State of New Hampshire, shown as Tax Map Lot 6-2 on a plan of land entitled "Lot Line Adjustment for Dale Eichorn in Durham, N.H.", Scale 1"=50' dated February 6, 1991, last revised 2/19/91, prepared by Bruce L. Pohopek, Land Surveyors, Dover, N.H. recorded as Plan No. 38A-84 in the Strafford County Registry of Deeds and being more particularly bounded and described as follows:

Commencing at a point on the southerly side of Route 4 as shown on the above-referenced plan, said point being the northeasterly corner of the premises hereinafter described; thence

1. South 17° 00' 00" West, 316.00 feet to an iron pin; thence
2. South 28° 46' 33" East, 467.00 feet to a stone bound, said stone bound being at the high water mark of Little Bay of Oyster River, so-called, as shown on the above-referenced plan; thence
3. Continuing along a stone retaining wall, said wall being along the high water mark approximately 365.6 feet to a point; thence
4. North 18° 34' 54" West, 803.00 feet to a granite bound; thence
5. North 5° 45' 52" East, 289.54 feet to a granite bound; thence
6. North 6° 09' 46" East, 77.16 feet to a granite bound on the southerly side of Route 4; thence
7. South 65° 14' 10" East, 336.65 feet along Route 4 to the point of beginning.

Containing 6.37 acres, more or less, according to the above referenced plan.

Subject to an existing 20 foot right-of-way as shown on the above-referenced plan.

Exhibit B
(plan showing what is being purchased)

Exhibit C
(easement detailed)

A certain tract of parcel of land, with buildings thereon, situate in Durham, County of Strafford and State of New Hampshire, shown as Tax Map Lot 6-2 on a plan of land entitled "Lot Line Adjustment for Dale Eichorn in Durham, N.H.", Scale 1"=50' dated February 6, 1991, last revised 2/19/91, prepared by Bruce L. Pohopek, Land Surveyors, Dover, N.H. recorded as Plan No. 38A-84 in the Strafford County Registry of Deeds and being more particularly bounded and described as follows:

Commencing at a point on the southerly side of Route 4 as shown on the above-referenced plan, said point being the northeasterly corner of the premises hereinafter described; thence

1. South 17° 00' 00" West, 316.00 feet to an iron pin; thence
2. South 28° 46' 33" East, 467.00 feet to a stone bound, said stone bound being at the high water mark of Little Bay of Oyster River, so-called, as shown on the above-referenced plan; thence
3. Continuing along a stone retaining wall, said wall being along the high water mark approximately 365.6 feet to a point; thence
4. North 18° 34' 54" West, 803.00 feet to a granite bound; thence
5. North 5° 45' 52" East, 289.54 feet to a granite bound; thence
6. North 6° 09' 46" East, 77.16 feet to a granite bound on the southerly side of Route 4; thence
7. South 65° 14' 10" East, 336.65 feet along Route 4 to the point of beginning.

Containing 6.37 acres, more or less, according to the above-referenced plan.

Subject to an existing 20 foot right-of-way as shown on the above-referenced plan.

Meaning and intending to convey a portion of the premises conveyed by Quitclaim Deed of Evelyn G. MacLean to Rosamond E. Leland and Hollis L. Leland dated July 9, 1957 and recorded in the Strafford County Registry of Deeds at Book 677, Page 364; by the Estate of Gertrude Emerson, Strafford County Probate #A7707; and by fiduciary deed of Philip C. Brown, Executor of the Estate of Harold W. Brown to Hollis L. Leland and Rosamond E. Leland dated November 9, 1956 and recorded in the Strafford County Registry of Deeds at Book 669, Page 135.

We, Rosamond E. Leland and Hollis L. Leland, being husband and wife, do hereby release all rights of homestead and other interests therein.

DATED this 14th day of April, 1994.

Rosamond E. Leland
 Rosamond E. Leland
Hollis L. Leland
 Hollis L. Leland

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Then personally appeared the above-named, Rosamond E. Leland and Hollis L. Leland, known to me to be the persons signing the within instrument and acknowledged that they executed the same for the purposes therein contained.

Dated: 4/14, 1994

Bandra L. Sargent
 Notary Public/Justice of the Peace
 My Commission Expires: _____
 (PLEASE AFFIX NOTARIAL SEAL)

BANDRA L. SARGENT, Notary Public
My Commission Expires January 27, 1999

BK 1739 PG 0308

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION
 REAL ESTATE TRANSFER TAX
 XXXX THOUSAND XXX HUNDRED AND X40 DOLLARS



Handwritten signature/initials

E-Doc # 190016365
Book 4709 Page 171

11/15/2019 12:42:54 PM
Page 1 of 3

Catherine A. Berube
Register of Deeds, Strafford County
LCHIP STA150528 25.00
TRANS TAX ST849545 26,250.00

Warranty Deed

Philip M. Johnson and Nancy D. Johnson, married, of Durham, New Hampshire, for consideration paid, grant an undivided one-half ($\frac{1}{2}$) interest to **Thomas J. Daly and Erin L. Daly, Trustees of the Thomas J. Daly Revocable Trust under trust agreement dated September 17, 2012, as amended**, and an undivided one-half ($\frac{1}{2}$) interest to **Erin L. Daly and Thomas J. Daly, Trustees of the Erin L. Daly Revocable Trust under trust agreement dated September 17, 2012, as amended**, of 5 Jasper Lane, Nashua, New Hampshire 03063, with **WARRANTY COVENANTS**, the following tract of land, with the buildings thereon, in Durham, New Hampshire:

A certain tract or parcel of land with the buildings thereon situated Southerly of the Piscataqua Road on the Northerly shore of the Oyster River in Durham, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at a stone bound in a wire fence at other land now or formerly of Hollis L. Leland and Rosamund E. Leland; thence running South 5° 25' 05" West along said wire fence and other land of Leland sixty-seven and fifty-seven hundredths (67.57) feet, more or less, to a stone bound; thence running South 5° 37' 05" West along said wire fence and other land of Leland three hundred twenty-two and twenty-six hundredths (322.26) feet, more or less, to a stone bound; thence running North 84° 22' 55" West along other land now or formerly of Hollis L. Leland and Rosamund E. Leland twenty-five (25) feet, more or less, to a marker; thence running South 5° 37' 05" West along other land of Leland four hundred sixty-nine (469) feet, more or less, to a stone wall; thence continuing on the same course approximately fifty-one (51) feet to the low water mark of Oyster River; thence running Easterly along the low water mark of Oyster River to other land now or formerly of Leland; thence running North 17° 31' 25" West approximately ninety (90) feet to a stone wall; thence running North 17° 31' 25" West along other land now or formerly of Leland eight hundred twelve (812) feet, more or less, to the stone bound at the point of beginning, containing three and six tenths (3.6) acres, more or less, as shown on a certain plan entitled "Subdivision Plan of Land in Durham, New Hampshire, Surveyed for Melvin H. Johnson et ux, Scale 1 in = 80 ft. June 1960, W. Robert Nolte, Land Surveyors, Concord, New Hampshire", recorded on August 26, 1960, in Strafford County Registry of Deeds, Pocket 3, Folder 2, Plan 28. Together with a twenty (20) foot right of way to be used in common with others leading from said premises to the Piscataqua Road as shown on said plan bounded and described as follows:

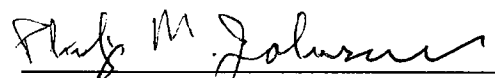
Beginning at a point in the Easterly boundary line of the above described premises at a point which is one hundred two (102) feet, more or less, Southeasterly of the stone bound marking the Northerly corner of said above described premises; thence running North 53° 25' 05" East eighty-five and twenty-three hundredths (85.23) feet, more or less, to a marker; thence running North 74° 08' 25" East five hundred thirty-six and fifty-two hundredths (536.52) feet, more or less, to the Southerly sideline of the Piscataqua Road; thence running South 65° 22' 45" East along the Southerly sidelines of the Piscataqua Road twenty (20) feet, more or less; thence running South 74° 08' 25" West five hundred thirty-six and thirty-three hundredths (536.33) feet, more or less, to a marker; thence continuing on the same course nineteen and thirty-eight hundredths (19.38) feet, more or less; thence running South 53° 25' 05" West eighty-eight and forty-nine hundredths (88.49) feet, more or less, to the Easterly boundary line of the above-described premises; thence running 17° 31' 25" West twenty-one and nineteen hundredths (21.19) feet, more or less, to the point of beginning.

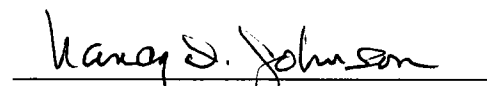
These are the same premises conveyed by Hollis L. Leland and Rosamund E. Leland to Melvin H. Johnson and Esther S. Johnson, as joint tenants, by deed dated July 7, 1960, recorded in Strafford County Registry of Deeds, Book 719, Page 359. The above description is a correct description of the premises as shown on the above plan. This description corrects the description of said premises set forth in the deed of Hollis L. Leland and Rosamund E. Leland to Melvin H. Johnson and Esther S. Johnson, as joint tenants, by deed dated July 7, 1960, recorded in Strafford County Registry of Deeds, Book 719, Page 359. The description in said deed by mistake omitted the first boundary line of said premises as set forth above, running South 5° 25' 05" West a distance of 67.57 feet. The premises as set forth in this corrected description have been occupied and claimed by the Grantor as her property since July 7, 1960. Melvin H. Johnson died on November 27, 1970.

For title see the deed dated October 28, 1991 recorded in the Strafford County Registry of Deeds at Book 1580, Page 0257 and the deed dated January 31, 1992 recorded in the Strafford County Registry of Deeds at Book 1593, Page 0262.

The grantors are husband and wife and hereby release their rights of homestead and other interests in the conveyed premises.

Executed this 14th day of November, 2019.

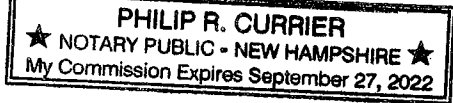

Philip M. Johnson


Nancy D. Johnson

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

This instrument was acknowledged before me on November 14, 2019 by Philip M. Johnson and Nancy D. Johnson.

Philip R. Currier
Notary Public



PHILIP R. CURRIER
★ NOTARY PUBLIC - NEW HAMPSHIRE ★
My Commission Expires September 27, 2022