

**PURCHASE AND SALE AGREEMENT
TO ACQUIRE TOWN-OWNED LAND**

AGREEMENT made this _____ day of _____, 20____ by and between:

TOWN OF Charlestown, a New Hampshire municipal corporation, of Charlestown, New Hampshire, having a principal place of business at 233 Main Street, Charlestown, NH 03603, (hereinafter called "SELLER")

and _____, having an address of _____

_____ (hereinafter called "BUYER")

1. The SELLER agrees to sell and convey to the BUYER by Quitclaim Deed, all of the SELLER's right, title and interest in and to the following described property (hereinafter referred to as "Premises").

Being a certain parcel of land [with the buildings thereon] located on _____ Road/Street in the Town of Charlestown, Sullivan County, State of New Hampshire, as shown on the Tax Map _____ as Lot _____

2. Purchase Price (and Buyer's Premium): The purchase price for the above-described Premises is \$ _____ Dollars). A deposit of \$ _____ (_____ Dollars) shall be payable at the time of signing this Agreement and the balance of the purchase price and transfer of title to take place no later than forty five (45) days from the signing of this Agreement. Said balance of the purchase price _____ (Dollars) shall be payable only by bank or certified check.

The purchase price does not include the **buyer's premium** of ten percent (10%) of the purchase price, due to the Auctioneer at closing.

The purchase price of \$ _____ at 10% equals the buyer's premium of \$ _____.

3. Transfer of Title and Time for Performance: Transfer of title, delivery of the deed, and payment of the balance of the purchase price as provided herein shall be made at the Charlestown Town Office on or before _____, 20__ at ____:00 a.m./p.m. The place and time of day may be changed by mutual agreement of the parties.

4. Adjustments: The parties acknowledge that there shall be no pro ration of real estate taxes for the tax year beginning April 1, 2017 and ending March 31, 2018. The SELLER, as a municipal corporation, is exempt from the New Hampshire Real Estate Transfer Tax (RSA 78-B:2, I). The BUYER shall be responsible for payment for his/her portion of the Real Estate Transfer Tax.

5. Defect in Title: It shall be the responsibility of the BUYER to determine the merchant ability and marketability of the subject Premises. In the event of a defect in title, the sole remedy of the BUYER shall be the termination of this Agreement, without payment of any cost by the SELLER.

6. Delivery of Possession: BUYER shall obtain possession of the Premises described in paragraph 1 as of the date of delivery of the deed.

7. “As Is” Condition: The Premises shall be conveyed in “as is” condition, without any warranties or guarantees. The purchase of the property is at BUYER’S own risk.

8. Water and Sewage Disposal Systems: Information regarding the quality or condition of the water supply or sewage disposal systems, and of the insulation to the building, is unknown.

9. Radon Gas, Arsenic and Lead Paint: 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. 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.

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.

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.

10. Complete Agreement: All representations, statements and agreements heretofore made between the parties are merged in this Agreement which alone fully and completely expresses their rights and obligations. This Agreement is entered into by each party after opportunity for investigation; neither party relying on any statements or representations not embodied in this Agreement by the other or on the other's behalf.

11. This Agreement shall be for the benefit of and shall bind each of the parties, their heirs, administrators, executors, successors and assigns.

DATED the day, month and year first above written.

**TOWN OF Charlestown, SELLER
BOARD OF SELECTMEN:**

[Arthur Grenier]

[Steve Neill]

[Thomas Cobb]

BUYER(S):

Print Name: _____

Print Name: _____