

PURCHASE AND SALE AGREEMENT

AGREEMENT made this ____ day of _____, 2018, by and between **The City of Rochester**, a New Hampshire municipality with an address of 31 Wakefield Street, Rochester, County of Strafford and State of New Hampshire (hereinafter referred to as "Seller") and _____ with an address of _____ (hereinafter referred to as "Buyer")

WITNESSETH:

WHEREAS, Seller is the owner in fee simple of a certain tract of land located in the City of Rochester, County of Strafford and State of New Hampshire more fully described in deed from _____ to Seller dated _____ recorded in the Strafford County Registry of Deeds at Book ____, Page _____.

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, upon and subject to the terms and conditions set forth below,

NOW THEREFORE, in consideration of the mutual covenants, agreements and other consideration of the parties described herein, Seller and Buyer covenant and agree as follows:

1. Sale and Purchase of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Premises, inclusive of all building and any personal property thereon, for the consideration and upon the terms and conditions hereinafter stated, subject to the conditions precedent to Buyer's obligation for perform as set forth in detail in this Agreement.

2. Premises to Be Conveyed. The Premises shall include all rights and easements appurtenant thereto, and any and all right, title and interest of Seller, in and to any award made or to be made in lieu thereof for any taking or condemnation subsequent to the date hereof, either paid or unpaid and all personal property remaining on the Premises.

3. Purchase Price. Subject to the terms and conditions of this Agreement, Buyer shall buy the Premises and pay Seller therefore the sum of _____) (the "Purchase Price"), payable as follows:

(a) Deposit. The Buyer shall deliver to James R. St. Jean Auctioneers, LLC, as escrow agent ("Escrow Agent"), on the execution of this Agreement the sum of _____ Dollars (\$_____) (said amount being referred as the "Deposit").

The Escrow Agent shall hold the Deposit in a non-interest bearing account. If Seller fails or refuses to perform its obligations under this Agreement, or if this Agreement is terminated by the Buyer in accordance with the provisions relating to termination set forth herein, then the Deposit shall be returned by the Escrow Agent to the Buyer. If Buyer fails or refuses to perform its obligations under this Agreement, then the

Deposit shall be disbursed by the Escrow Agent to Seller. Upon a closing of this transaction, the Deposit shall be disbursed by the Escrow Agent to Seller and applied against the Purchase Price.

(b) Closing Payment. Buyer shall pay the balance of the Purchase Price, namely _____, to Seller at Closing (as defined below) by bank check or wire transfer in accordance with wire instructions to be provided by Seller to Buyer in writing prior to Closing and subject to all adjustments made pursuant to this Agreement.

(c) Buyer's Premium Due. The Purchase Price does not include the Buyer's Premium of ten percent (10 %) of the Purchase Price, due to the Auctioneer at closing.

Purchase Price \$ _____ at _____% equals Buyer's Premium \$ _____.

Payment of such an amount by the Buyer in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the City's obligation to convey title. This Buyer's Premium is in addition to the Purchase Price and is payable directly to the Auctioneer.

4. Due Diligence Period/Property Inspections.

(a) Title. The property is being sold in "As Is" condition. The City makes NO WARRANTY of any information contained herein. The parcel is being sold without warranty as to suitability for building, the ability to gain any desired regulatory approval from the City (i.e. zoning compliance), or the absence of any environmental hazard. The property is being sold as a property without any warranties or guarantees regarding chain of title or condition of the real estate. Bidders are responsible for performing their own due diligence appropriate to the purchase of any real estate. The City makes no representation that any title search whatsoever has been conducted and makes no representation regarding the quality of the title held by the City or to be transferred by the City.

5. General Conditions Precedent to Buyer's Obligation to Perform. The obligation of Buyer to purchase the Premises is subject to the fulfillment, prior to closing or at closing, of all of the following conditions, any one or more of which at Buyer's option, may be waived;

(a) All the representations and warranties made by Seller herein shall be true and correct as of the date of closing.

(b) All of Seller's obligations hereunder shall be fully performed.

If any of the foregoing General Conditions are not satisfied at the closing, Buyer at its election may waive such conditions to complete this purchase or may cancel this Agreement. If Buyer shall elect to cancel this Agreement due to the failure of a general condition precedent, there shall be no further recourse to either party hereunder except that if Buyer's cancellation shall be due to a willful breach or a breach resulting from gross negligence of a specific obligation, warranty or representation of Seller, Buyer shall have all its remedies at law and equity, and shall not be required to turn over any plans, engineering studies or the like as herein provided; provided, however, there shall be no consequential damages permitted.

6. Date of Closing and Possession. The closing shall take place no later than _____, provided that all specific contingencies have been satisfied, at the Office of the City Attorney, 31 Wakefield Street, Rochester, NH or such other location as the parties may mutually agree. Possession of the Premises shall be delivered to Buyer on the date of closing, free and clear of all tenants.

10. Liquidated Damages. In the event that Buyer fails to close this transaction after fulfillment of all conditions, and title is good and marketable, Seller shall, as his sole remedy at law, in equity or otherwise, retain the amount of the Deposit plus interest earned, if any, paid as liquidated damages, in which event this Agreement shall thereupon be cancelled and Buyer shall be released of all further liability thereunder. It is hereby agreed that Seller's damages, without sale, will be difficult of ascertainment and that the Deposit constitutes a reasonable liquidation thereof and not a penalty.

11. Specific Performance. As an alternative to a remedy at law for contractual damages in the event of Seller's breach, Buyer, at Buyer's election, shall have the right of specific performance in accordance with the general principles of equity.

12. Deed. At closing Seller shall convey to Buyer title to the Premises by duly executed Quitclaim Deed, (hereinafter referred to as "Deed").

13. Seller's Specific Contingencies. The following contingencies must be satisfied prior to Seller's performance hereunder:

(a) In accordance with Rochester City Ordinance 4.4, the auction sale of any tax deeded property must be confirmed by majority vote of the City Council.

14. Notices. Whenever it shall be necessary or appropriate under the provisions of this Agreement that notice be given by one party to another, such notice shall be given in writing at the address as above given. Such notice shall be deemed effective one day after it is mailed and placed for delivery by United States Postal Service.

15. Default. In the event of Buyer's failure or refusal to perform hereunder, Seller may retain the Deposit as complete liquidated damages as its sole remedy. If

the transaction contemplated hereunder shall not be consummated as the result of Seller's default or its inability to perform or fulfill any obligation hereunder, Buyer shall receive a refund of the Deposit, and Seller shall have no further liability or obligations hereunder, unless Seller's failure to close is willful or attributable to Seller's bad faith, in which case Buyer may, at its election, seek specific performance of this Agreement. The parties shall not be entitled to seek or receive any remedies at law or in equity, except as provided in this Section.

16. Brokers. Each party shall indemnify and hold harmless the other for any claims made by any broker claiming to represent that party in regard to this transaction. Each party represents that they have engaged no broker in this transaction. The aforesaid obligation to hold harmless and indemnify shall include all costs, expenses, reasonable attorney's fees, and any settlement or payment of judgment.

17. Miscellaneous.

(a) This Agreement and the rights of the parties hereunder will be governed by New Hampshire law.

(b) This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter thereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, except as contained herein except as may be needed to carry out the terms of this Agreement.

(c) This Agreement cannot be changed orally, but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent, amendment or discharge is sought.

(d) The provisions of this Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and assigns.

(e) Any terms, conditions, warranties, representations, covenants and indemnities herein which are or may be performed in whole or in part subsequent to the closing, shall survive such closing and shall not be rendered ineffectual by the passage of title.

(f) The parties acknowledge that they were represented by counsel and this Agreement shall be construed fairly as to all parties and not in favor of or against any party regardless of which party prepared this Agreement or the relative bargaining strength of the parties.

18. Subsequent Events. From and after the date hereof Seller shall give prompt written notice of any notice or information received by Seller of the occurrence of any event which would or with the passage of time would, prevent Seller from

performing its obligations hereunder and constitute a breach of warranty or representation.

19. Execution in Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same instrument.

INTENDING TO BE LEGALLY BOUND, the parties have executed this on the date first above written in their capacities listed below.

Seller – City of Rochester

Witness
Dated: May 12, 2018

By: _____

Buyer – _____

Witness
Dated: May 12, 2018

By: _____

Its _____, duly authorized



PROPERTY LOCATION

No	Alt No	Direction/Street/City
141		SALMON FALLS RD, ROCHESTER

OWNERSHIP

Owner 1:	CITY OF ROCHESTER
Owner 2:	
Owner 3:	
Street 1:	31 WAKEFIELD ST
Street 2:	
Twn/City:	ROCHESTER
St/Prov:	NH Cntry Own Occ: N
Postal:	03867-1916 Type:

PREVIOUS OWNER

Owner 1:	G & A ENTERPRISES CORP -
Owner 2:	-
Street 1:	61 TEN ROD RD
Twn/City:	ROCHESTER
St/Prov:	NH Cntry
Postal:	03867

NARRATIVE DESCRIPTION

This Parcel contains 1.8 AC of land mainly classified as CITY OF ROCH

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Descp	%	Item	Code	Descp
Z	A	AGRICULT	100	U	4	NONE
o				t	4	NONE
n				l	4	NONE
Census:				Exmpt		
Flood Haz:						
D	ER	E ROCHESTER		Topo	1	LEVEL
s				Street	1	PAVED
t				Traffic	4	MEDIUM

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Infl	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
903	CITY OF ROC		1		EXCESS AC	UNDEVELOPE	1.0	0	2,500.	1.000	1010									2,500						2,500	NO ACCESS DUE TO
903	CITY OF ROC		0.8		EXCESS AC	EXCESS	1.0	0	2,500.	1.000	1010									2,000						2,000	

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
903			1.800	4,500	4,500		34366
							GIS Ref
							GIS Ref
							Insp Date
Total Card			1.800	4,500	4,500	Entered Lot Size	
Total Parcel			1.800	4,500	4,500	Total Land: 1.8	
Source: Market Adj Cost	Total Value per SQ unit /Card: N/A		/Parcel: N/A			Land Unit Type: AC	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2017	903	FV		0	1.8	4,500	4,500	4,500	Year End Roll	9/7/2017
2016	130	FV		0	1.8	4,500	4,500	4,500	Year End Roll	9/8/2016
2015	130	FV		0	1.8	4,500	4,500	4,500	Year-end	10/1/2015
2014	130	FV		0	1.8	4,500	4,500	4,500	Year End Roll	9/29/2014
2013	130	FV		0	1.8	6,300	6,300	6,300	Year End Roll	9/4/2013
2012	130	FV		0	1.8	6,300	6,300	6,300	Year End Roll	9/20/2012
2011	130	FV		0	1.8	62,800	62,800	62,800	Year End Roll	9/27/2011
2010	130	FV		0	1.8	62,800	62,800	62,800	roll	8/26/2010

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
G & A ENTERPRIS	4392-107	11	5/26/2016	Government		No	No	4		
MICKELONIS PATR	2269-91	1	5/9/1986	Business Aff	2,000	No	No	4		
GRAY WILBUR M &	1051-451		7/15/1980			No	No			
KELLEY JOHN	1040-35		10/1/1979			No	No			

BUILDING PERMITS

Date	Number	Descp	Amount	C/O	Last Visit	Fed Code	F. Descp	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
9/20/2016	CORRECTION	NM	NANCY
7/21/2016	DEED CHANGE	VK	VERNA
7/2/2012	CORRECTION	TM	TOM
3/27/2007	OWN ADD CHG	GN	GAYE
6/21/2002	OWN ADD CHG	VL	VICTORIA
2/8/2001	NO INSP	GN	GAYE

Sign: VERIFICATION OF VISIT NOT DATA

Doreen Jones, Tax Collector
City of Rochester
19 Wakefield Street
Rochester, NH 03867

Doc # 0008803 Jun 23, 2016 11:59 AM
Book 4392 Page 0107 Page 1 of 3
Register of Deeds, Strafford County

This conveyance is exempt from the NH Real Estate Transfer Tax pursuant to RSA 78-B:2 I. This transfer is also exempt from the LCHIP surcharge pursuant to RSA 478:17-g II (a).

TAX DEED

KNOW ALL MEN BY THESE PRESENTS that I, **DOREEN JONES**, collector of taxes for the City of Rochester, in the County of Strafford and State of New Hampshire, for the year 2016, by the authority vested in me by the laws of the state, for valuable consideration, do hereby convey forever to **THE CITY OF ROCHESTER**, a New Hampshire municipal corporation with a place of business at 31 Wakefield Street, Rochester, New Hampshire, the following described premises:

A certain "L" shaped tract of land situate on the Southwesterly side of Salmon Falls Road, so-called, in the City of Rochester, County of Strafford and State of New Hampshire known as Lot "C" containing Seventy-Eight Thousand Two Hundred Fifty (78,250) square feet as shown on a certain Plan entitled "Proposed Subdivision for Wilbur Gray, Salmon Falls Road, Rochester, N.H. by Berry Construction Co., Inc., Scale 1"-40' ", dated June 9, 1980, File No. DB 1980-43, which said Plan was approved by the Rochester, New Hampshire Planning Board on June 26, 1980, and is recorded in said Registry as Plan No. 20D-26 on July 3, 1980, more particularly bounded and described as follows:

Beginning at an iron pin set in the ground at the Easterly corner of land now or formerly of Joseph Stewart thence running S 54° 24' 02" W by the Southeasterly side of said Stewart land a distance of Two Hundred (200) feet to the Southerly corner of said Stewart land; thence continuing on the same compass direction by the Southeasterly side of the land now or formerly of Luke Prince a distance of Three Hundred Eighty Three (383) feet to a steel stake set in the ground at the Southerly corner of said Prince land and the Northeasterly side of land now or formerly of Ward and Sullivan; thence turning and running S 33° 58' 43" E by the Northeasterly side of said Ward and Sullivan land a distance of Two Hundred Fifty (250) feet to a steel stake at the Easterly corner of said Ward and Sullivan lands and the Northwesterly side of land now or formerly of Evelyn Waters; thence turning and running N 54° 24' 02" E by the Northwesterly side of said Waters land a distance of Two Hundred Eighty Three (283) feet to a steel stake set in the ground at the Westerly corner of land now or formerly of Eugene Castine, the Southerly corner of Lot "B" conveyed to Philbert Trask by Warranty Deed date July 15, 1980; thence turning and running N 33° 58' 43" W by the Southwesterly side of said Trask land a distance of One Hundred (100) feet to the Westerly corner of said Trask land, Lot "B" to a steel stake at the Westerly corner of Lot "B"; thence continuing in the same compass direction by the Southwesterly side of the other land of Wilbur M. Gray and Gloria M. Gray a distance of One Hundred Twenty Five (125) feet to a steel stake set in the ground at the Westerly corner of said Gray's other land; thence turning and running N 54° 24' 02" E by the Northwesterly side of said Gray's land a distance of Three Hundred (300) feet to said Salmon Falls Road; thence turning and running N 32° 53' 00" W by said Salmon Falls Road a distance of Twenty Five (25) feet to an iron pin at the point of beginning.

Together with a Twenty Five (25) foot right-of-passage to be retained by Wilbur M. Gray and Gloria M. Gray but which may be used by the Grantee, its executors, administrators, fiduciaries, heirs and assigns herein bounded and described as follows:

Beginning on said Salmon Falls Road at a point One Hundred (100) feet N 32° 53' 00" W from an iron pin at the Northerly corner of land of Philbert Trask; thence running S 54° 24' 02" W by the Northwesterly side of the other land of Wilbur M. Gray and Gloria M. Gray a distance of Three Hundred (300) feet to the Northeasterly side of the above described premises; thence turning and running N 33° 58' 43" W a distance of Twenty Five (25) feet to a steel stake set in the ground; thence turning and running N 54° 24' 02" E a distance of Three Hundred (300) feet to an iron pin at said Salmon Falls Road; thence turning and running S 32° 53' 00" E a distance of Twenty Five (25) feet to the point of beginning.

Meaning and intending to convey the parcel of land conveyed to G & A Enterprises Corporation by Patrick A. Mickelonis and Roberta L. Mickelonis by way of Warranty Deed, dated May 9, 1986 and recorded on January 30, 2001 at the Strafford County Registry of Deeds at Book 2269, Page 0091.

And I, **DOREEN JONES**, collector of taxes for the City of Rochester, do hereby covenant with the said **CITY OF ROCHESTER**, that in making this conveyance I have in all things complied with the law and that I have good right, so far as the right may depend upon the regularity of my own proceedings, so sell and convey in manner aforesaid.

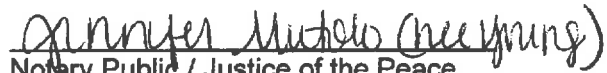
In witness whereof, I have hereunto set my hand and seal the 26th day of May, 2016.

DOREEN JONES, TAX COLLECTOR
CITY OF ROCHESTER



STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 21st day of May, ²⁰¹⁶ 2015, before me personally appeared the above named Doreen Jones, Tax Collector, City of Rochester, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged the same to be her free act and deed for the purposes contained therein.


Notary Public / Justice of the Peace
My Commission Expires:

JENNIFER YOUNG, Justice of the Peace
My Commission Expires January 11, 2017

ACCEPTANCE


The undersigned City of Rochester hereby accepts this Tax Deed.

CITY OF ROCHESTER

By: *Daniel W. Fitzpatrick*
Daniel W. Fitzpatrick, City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 1st day of June, 2016, before me personally appeared the above named Daniel W. Fitzpatrick, duly authorized, City Manager of the City of Rochester, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged the same to be his free act and deed for the purposes contained therein on behalf of the City of Rochester.

Samantha Rodger
Notary Public / Justice of the Peace
My Commission Expires:
SAMANTHA RODGERSON
Notary Public - New Hampshire
My Commission Expires September 15, 2018




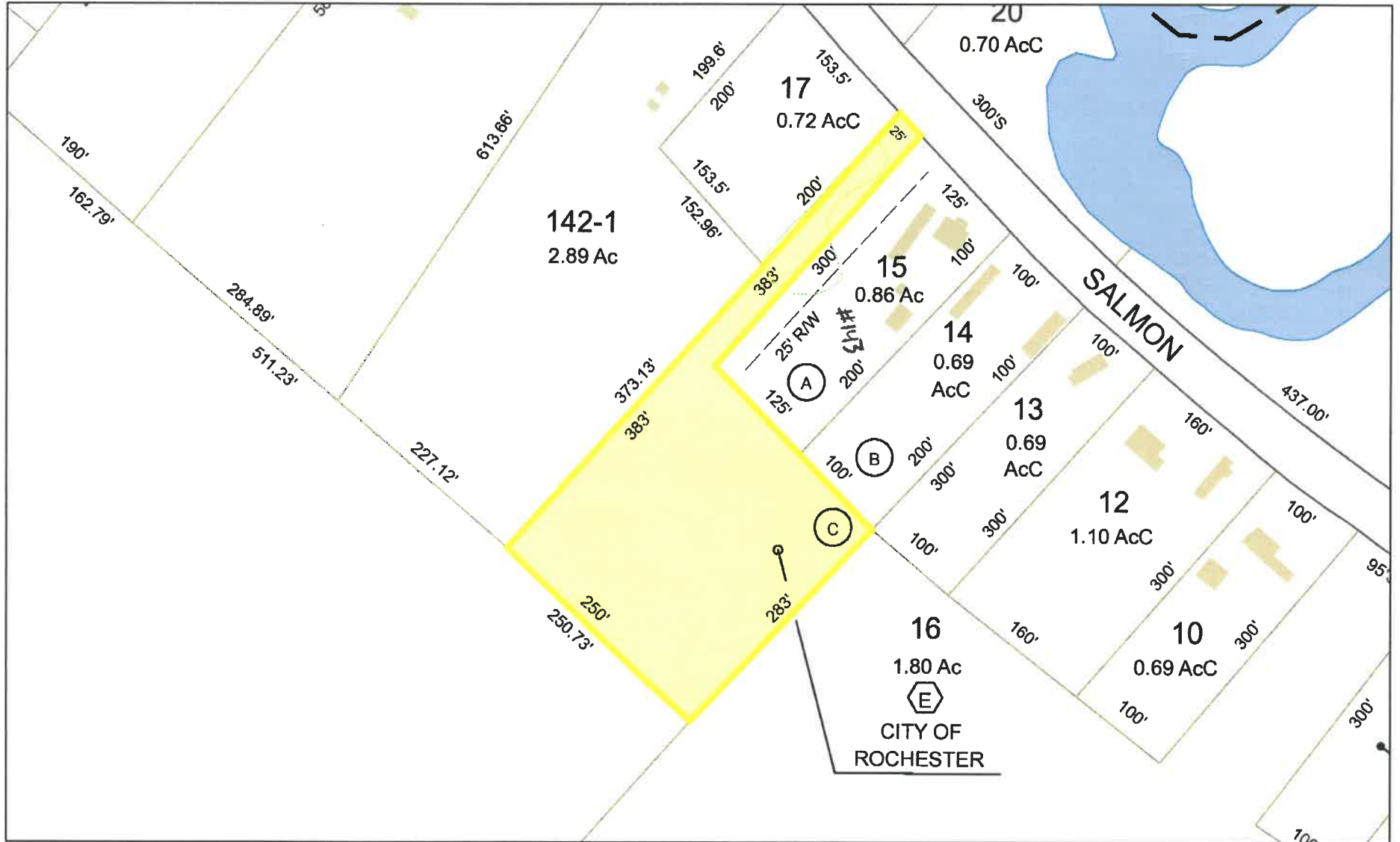
Rochester, NH



February 12, 2018

1 inch = 134 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.