

OWNERS' AUCTION SALE AGREEMENT AND DEPOSIT RECEIPT

OWNER(S): Larry K. Thibeault and Steven Thibeault

Mailing Address: 8 Manhattan Drive, Amherst, New Hampshire 03031

PURCHASER:

Mailing Address:

Phone Number:

Social Security/Tax ID No.:

NOTICE:

The Notice of Owner's Sale scheduling a public auction (the "Public Auction") for October 30, 2014, at 2:00 p.m. (the "Notice"), a copy of which is attached hereto.

PREMISES:

The Premises located at 39 Webster Street, Jaffrey, County of Cheshire, and State of New Hampshire, ("Premises") as more particularly described in the Notice.

BID:

Purchaser agrees to Purchase the Premises for the amount of the high bid made by Purchaser at the Public Auction for the Premises being \$_____. The Purchaser is responsible for payment of all transfer taxes and recording fees due in connection with the recording of any Deed or other instruments related to this transaction. The Purchaser is responsible for all outstanding real estate taxes related to the Premises.

DEPOSIT:

The Deposit ("Deposit") delivered to the Owner by Purchaser at the Public Auction in the amount of 10,000.00.

WITNESSETH:

In consideration of the Purchaser's Bid for the Premises, the Purchaser's payment of the Deposit, and the Owner's Agreement to convey the Premises to the Purchaser, pursuant to the terms of the Notice, the parties hereby agree as follows:

1. The Purchaser acknowledges that, prior to the making of the Bid, the Purchaser:
 - A. Read, understood and consulted with counsel to his satisfaction concerning the Notice.

- B. Had the Owner's title to the Premises examined by counsel of Purchaser's selection to the extent Purchaser deemed necessary or desirable.
 - C. Understood that the Bid is irrevocable.
 - D. Understood that the Premises will be sold subject to all unpaid real estate taxes and all other matters of record that do not render the title unmarketable. Owner agrees to satisfy any mortgage liens with the proceeds of sale in the customary manner.
 - E. Understood that financing and issuance of title insurance are not contingent to Purchaser's performance.
 - F. Understood that the Premises is being sold "as is and where is" without warranty.
 - G. Understood that the Premises is being conveyed subject to the following matters of record:
 - a. Subject to restrictions in a Deed Notation required by the New Hampshire Department of Environmental Services relating to the post closure use of the final cover of a landfill site dated February 14, 2000 and recorded on February 17, 2000 at Book 1738, Page 430 in the Cheshire County Registry of Deeds ("Registry")
 - b. Subject to the permanent and temporary easement granted to the Town of Jaffrey by Plymouth Cordage Industries, Inc., dated November 1, 1957 and recorded on April 9, 1958 at Book 649, Page 161 in said Registry.
 - c. Subject to the restrictions as to drainage contained in the deed from Wayland H. Goodnow to Jaffrey Construction Company, dated October 16, 1915 and recorded at Page 376, Page 88 in said Registry.
 - d. All matters shown on Plan recorded in said Registry at Cabinet 10 #1 (Emhart Enterprises, Corp.).
 - e. Subject to an Easement Agreement dated November 18, 2013 between Owner and Stanley Black & Decker, Inc., and recorded at Book 2855, Page 0322 in said Registry.
 - f. Subject to Groundwater Management Permit dated February 15, 2011 and recoded at Book 2682, Page 0711 in said Registry.
2. The Purchaser agrees to purchase the Premises from the Owner, and the Owner's agrees to execute and deliver to the Purchaser a Quitclaim Deed conveying the Premises to the Purchaser (the "Deed"), subject to, and upon the terms, conditions, and covenants set forth herein and in the Notice.

3. The Purchaser shall pay to the Owner the amount of the Bid, less the deposit, in cash or certified check, as required by the Notice, and the Owner shall deliver the Deed to the Purchaser upon receipt of the Purchase Price in good funds, on or before the thirtieth (30th) day from the date hereof (the "Closing Date") at the office of Law Offices of John F. Griffin, Jr., P.L.L.C, Amherst, New Hampshire or at a location mutually agreed to in writing by Purchaser and Owner.
4. If the Purchaser fails to perform Purchaser's obligations hereunder, the Owner may, at its option, retain the Deposit as liquidated damages caused by Purchaser's failure to perform, or hold the Deposit on account of actual damages caused by such failure. If Owner fails to perform hereunder for any reason, Owner shall return Purchaser's Deposit and neither party shall have any further rights hereunder.
5. Purchaser shall be responsible for the preparation and delivery of a settlement statement to Owner on the Closing Date in a form and with calculations previously agreed to by Owner, and a Real Estate Transfer Tax Declaration of Consideration pursuant to RSA 78-B:10, (Purchaser responsible for all transfer taxes).
6. The Notice, as supplemented by this Memorandum, shall inure to the benefit of, and be binding upon, the Purchaser and the Owner, and their respective heirs, administrators, executors, successors, legal representatives and assigns.
7. The Purchaser acknowledges that the Owner has made no representations as to the quality of title or the physical condition of the Premises to be conveyed by the Deed except as may be set forth herein.
8. The Premises is to be given to the Purchaser free of all tenants. Possession shall be delivered on or at the time of closing. If Purchaser wishes to allow the existing tenants to remain, that will be at Purchaser's option. No rent or other charges will be pro-rated.
9. The buildings on the Premises shall, until the full performance of this Agreement, be kept insured against fire with extended coverage by the Owner. In case of loss, all sums recoverable from said insurance shall be paid or assigned on delivery of the Deed to the Purchaser, unless the Premises shall previously have been restored to their current condition by the Owner; or at the option of the Seller or the Purchaser, this Agreement may be rescinded and the Deposit refunded if loss exceeds ten percent (10%) of the current value of said Premises.
10. If Purchaser desires an examination of title, he shall pay the cost thereof. If, upon examination of title, it is found that the title is not marketable, the Owner, shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should the Owner be unable to provide marketable title within said thirty (30) days, the Purchaser may rescind this Agreement at the Purchaser's sole option, with full Deposit being refunded to the Purchaser and all parties being released from any further obligations hereunder. The Owner hereby agrees to make a good faith effort to correct any valid

title defect within the thirty (30) day period above prescribed once notification of such defect is received.

11. The parties hereto agree that no realtor was involved in bringing about this Purchase and Sale Agreement.
12. The Owner hereby acknowledges receipt of the \$10,000.00 Deposit as of the date set forth below.
13.
 - a. In Compliance with the requirements of RSA 477:4-a, the following information is provided to the Purchaser relative to Radon Gas and Lead Paint.
 - b. Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.
 - c. Lead Paint: Before 1978, 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.
14. Pursuant to RSA 477:4-C, Owner represents the following relating to the septic system:

Pursuant to RSA 477:4-C, Owner represents the following to the private water system:

There is public water and public septic system servicing the Premises.
15. Pursuant to NH RSA 339-A:10, the Owner makes the following disclosure:

The Premises to the best of the Owner's knowledge does not contain any particle board, fiberboard, or any similar construction materials that contain Urea-Formaldehyde resin.
16. Purchaser may not record this Agreement without the prior written consent of the Owner. Breach by the Purchaser of this provision shall entitle the Owner, at its sole option and discretion to terminate this Agreement by recording a notice of election to terminate in the Cheshire County Registry of Deeds. Owner may record this Agreement if they desires, in their sole discretion.
17. This instrument is to be construed as a New Hampshire contract and sets forth the entire contract between the parties. This Agreement is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by both the Owner and the Purchaser.

18. All representations, statements, and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their respective obligations, and 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, made by the other or on his behalf.

Dated this _____ day of _____, 2014.

OWNER(S):

Date

Larry K. Thibeault

Date

Steven Thibeault

PURCHASER:

Date

By:

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on the
way

10/7/14

Boston Herald 2.23 x 3

**NEEDS
OWNER
APPROVAL**

**— OWNER'S SALE AT —
PUBLIC AUCTION**

**97,914± SF INDUSTRIAL BUILDING
THURSDAY, OCTOBER 30 AT 2:00 PM
39 WEBSTER STREET, JAFFREY, NH**

ID #14-449 • 97,914± SF Industrial Building located on 11.29± acres in Jaffrey's Central Business District just off Rte. 202 and a short walk to Downtown • Concrete block structure built in 1920 features 6 loading docks, 5 drive-in doors, FHA/gas heat & plenty of paved parking • GB, General Business zoning allows a wide variety of potential uses • Served by a full complement of public utilities. Tax Map 245, Lot 7-2. Assessed value: \$703,020. 2013 taxes: \$20,458.

Preview: By appointment with Auctioneers. **Terms:** \$10,000 deposit by cash, certified check, or bank check at time of sale, balance due within 30 days. Other terms may be announced at time of sale.

For more information, please visit our website

James R. St. Jean
AUCTIONEERS

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#838

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www.jsjauctions.com

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