

AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this 20th day of April 2018 by and between the Town of Derry, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 14 Manning Street, Derry, New Hampshire, 03038 (hereinafter referred to as the SELLER) AND the BUYER,

having an address of _____

If mailing address is different please state: _____

WITNESSETH: The SELLER agrees to sell and convey, and the BUYER agrees to buy:

PROPERTY DESCRIPTION:

SELLER’S right, title and interest in certain land with the buildings and improvements thereon, if any, located in Derry, Rockingham County, New Hampshire, known as:

15 Tyler Road

Being GIS ID: _____

SELLING PRICE, DEPOSIT AND PAYMENT:

The selling price is _____ (\$ _____)
payable as follows:

- A. The BUYER’s deposit, the receipt of which is hereby acknowledged, in the sum of One Thousand Dollars (\$1,000.00) for the vacant lot to be held in escrow by Seller.
- B. An additional deposit is due within 5 business days, by April 25th, that when added to initial deposit will bring total deposit to 10% of bid price.

_____ (\$ _____)

- C. The balance of the selling price in the amount of _____ (\$ _____)

Shall be paid by May 21, 2018 on the date of transfer of title, by cash or certified bank check.

In the event there is any dispute relative to the deposit monies held in Escrow, the SELLER may, in its sole discretion, pay said monies into the Clerk of the Court of proper jurisdiction in an Action of Interpleader and provide each party with notice thereof at the address stated herein. Should for any reason the funds for the deposit be returned as insufficient, then at the option of the Seller, this contract shall be null and void and the parties shall have no further recourse with regards to this Agreement.

BUYER'S PREMIUM DUE AUCTIONEER: The selling price does not include the BUYER's premium of seven and one half (7.5%) percent of the purchase price, due to the Auctioneer at closing. BUYER'S premium is calculated as follows:

Selling Price \$ _____ @ 7.5% = _____.

Payment of such an amount by the BUYER in accordance with the previous sentence, by cash or certified bank check, at closing is a prior condition of the SELLER'S obligation to convey title. This BUYER's premium is in addition to the purchase price and is payable directly to the Auctioneer.

DEED: The SELLER agrees to furnish, at its own expense, a duly executed Quitclaim Deed of the property.

POSSESSION AND TITLE: The property is sold in its "AS IS, WHERE IS" condition without any warranty as to its condition whatsoever, subject to all tenants and rights of use or possession, outstanding municipal charges for sewer, water or betterment assessments/connection charges for the same and other matters of record, if any, including State and Federal tax liens having priority over the Town's tax lien or title.

TRANSFER OF TITLE: The transfer of title shall occur within thirty (30) days from the date of this Agreement, TIME BEING OF THE ESSENCE, at the Derry Municipal Center located at 14 Manning Street, Derry, New Hampshire or at any other place to be mutually agreed upon by the parties.

TITLE: If the BUYER desires an examination of title, BUYER shall pay the cost thereof. BUYER acknowledges that title be transferred by Quitclaim Deed and BUYER'S title shall be subject to matters of record and as described in the section entitles POSSESSION AND TITLE above.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her obligations under this Agreement, the amount of the deposit and any additional deposit given by BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S right and interest in and to the Agreement shall, without notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close, SELLER reserves the unqualified right to sell the property to the next highest bidder.

REAL ESTATE DISCLOSURES

Please see attachment A Disclosures which are incorporated as part of this agreement.

PRIOR STATEMENTS: 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. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this Agreement made by the other or on his behalf. This Agreement shall not be altered or modified except by written agreement signed and dated by both the SELLER and the BUYER.

ADDITIONAL PROVISIONS:

WITNESS: the signatures of the above parties on the dates as noted below.

THE TOWN OF DERRY

BUYER

By: _____

David Caron

Its: Town Administrator

Duly Authorized

By: _____

Its: _____

(Title if other than individual)

Duly Authorized

Witness

Witness

**ATTACHMENT A
DISCLOSURES**

1. New Hampshire RSA 477:4-a -Notification required; Radon Gas and Lead Paint

- 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. 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.
- C. 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.

2. New Hampshire RSA 477:4-b - Subsurface Disposal System

Any buyer seeking to obtain approval for a subsurface sewage disposal system must meet the requirements set forth in New Hampshire RSA 485-A:29 and 30.

So disclosed _____
Seller's initials

Buyer's initials

3. New Hampshire RSA 477:4-c - Water Supply; Sewage Disposal

This disclosure only applies if the water supply and/or sewage systems are private systems; it does not apply if the systems are municipal systems. Further, if the information required under this section is unknown by the **SELLER**, the **SELLER** may state in writing that the factual information requested is unknown. This disclosure also applies only if there is a building located on the **PROPERTY** that is to be sold pursuant to this Agreement. If there is a building located on the **PROPERTY**, the **SELLER** makes the following disclosures to the **BUYER**:

A. Water Supply System:

Type of water supply system _____

Location of water supply system _____

Malfunctions of the Water Supply System (if known) _____

Date of installation (if known) _____

Date of most recent water test _____

Whether or not the **SELLER** has experienced problems with the water system such as unsatisfactory water test or a water test with notations: Yes _____ No _____

B. Septic Disposal System:

Size of the tank _____

Type of System _____

Location _____

Malfunctions (if any) _____

Age of system _____

Date most recently serviced _____

Name of Contractor who normally services system _____

So disclosed _____
Seller's initials

Buyer's initials

4. **New Hampshire RSA 477:4-d - Disclosure Required for Water and Septic System if PROPERTY is to be used for a one to four family dwelling.**

If the information requested below is not available or is not known to the **SELLER**, the **SELLER** should so state the same in writing.

A. Water Supply System:

Type of water supply system _____

Location of water supply system _____

Malfunctions of the Water Supply System (if known) _____

Date of installation (if known) _____

Date of most recent water test _____

Whether or not the **SELLER** has experienced problems with the water system such as unsatisfactory water test or a water test with notations: Yes _____ No _____

B. Septic Disposal System:

Size of the tank _____

Type of System _____

Location _____

Malfunctions (if any) _____

Age of system _____

Date most recently serviced _____

Name of Contractor who normally services system _____

5. **New Hampshire RSA 477:4-e - History of PROPERTY**

To the best of the **SELLER'S** knowledge and belief, the **PROPERTY**, which is the subject of this Purchase and Sales Agreement, was not the site of a homicide, other felony or suicide.

This disclosure is only required if the buyer requests the same.

So disclosed _____
Seller's initials

Buyer's initials

6. New Hampshire RSA 477:4-f Notification required prior to Condominium Sale.

Prior to or during the preparation of an offer for the purchase and sale of any condominium unit, the seller shall provide written notice to the buyer that the buyer has the right to obtain the information in RSA 356-B:58, I from the condominium unit owners' association. Such information shall include a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years. The buyer shall acknowledge receipt of the notice required under this section by signing a copy thereof.

7. 477:4-g Notification Prior to Sale, Transfer, Lease, or Rental of Real Property on Which Methamphetamine Has Been Produced.

I. In any purchase and sale agreement, lease agreement, or rental agreement before signing an agreement to sell, transfer, lease, or rent real property for the time period after any conduct prohibited under RSA 318-D has occurred on such property and prior to the determination by the department of environmental services, pursuant to paragraph II, that the property meets remediation cleanup standards:

(a) The **SELLER**, transferor, lessor, or owner shall disclose in writing to the **BUYER**, transferee, lessee, or occupant if, to the **SELLER'S**, transferor's, lessor's or owner's knowledge, methamphetamine production has occurred on the property.

(b) If methamphetamine production has occurred on the property, the disclosure shall include a statement to the buyer, transferee, lessee, or occupant informing the **BUYER**, transferee, lessee, or occupant.

II. The department of environmental services or any licensed environmental or hazardous substances removal specialist shall be responsible for determining that any property on which methamphetamine production has occurred, meets remediation cleanup standards established pursuant to rules adopted by the department under RSA 541-A. Prior to the establishment of rules, the determination shall be based on the best scientific methods available. The determination that the property meets remediation cleanup standards shall be public information available upon request from the department.

The **SELLER** discloses that she has no knowledge of any such production on the property.

So disclosed _____
Seller's initials

Buyer's initials

8. New Hampshire RSA 477:4-h Notification Required if Real Property is Subject to a Public Utility Tariff Pursuant to RSA 374:61 for the Financing or Amortization of Energy Efficiency or Renewable Energy Improvements.

I. Prior to or during the preparation of an offer for the purchase and sale of any interest in real property and in conjunction with an offer to lease or rent real property and before signing an agreement to sell, transfer, lease, or rent real property the **SELLER**, transferor, lessor, or owner shall disclose in writing to the **BUYER**, transferee, lessee, or occupant if, to the **SELLER'S**, transferor's, lessor's or owner's knowledge, any metered public utility services at the premises that the **BUYER**, transferee, lessee, or occupant may be responsible for paying as a condition of such utility service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61. Such disclosure should include, if known, the remaining term and amount of such charges and any estimates or documentation of gross or net energy or fuel savings resulting from such financed or amortized improvements and investments. The **BUYER** shall acknowledge receipt of the disclosure by signing a copy of the disclosure.

II. In the case of a sale or transfer of real property, the fact that information regarding such required disclosure is not available shall also be conveyed, in writing, when such is the case.

The **SELLER** discloses that she has no knowledge of any such obligation.

7. New Hampshire RSA 141-E:23 - Disclosure regarding Asbestos Disposal Site

The PROPERTY is not the location of an Asbestos Disposal Site

8. New Hampshire RSA 485-A:39 - Site Assessment Study

This provision only applies if the PROPERTY to be conveyed is considered developed waterfront PROPERTY which uses a septic disposal system. In the event that the PROPERTY conveyed is a developed waterfront PROPERTY and does use a private septic disposal system, the **SELLER** shall, at his expense, engage a permitted subsurface sewage or waste disposal system designer to perform a site assessment study to determine if the site meets the current standards for septic disposal systems established by the State of New Hampshire.

The Site Assessment Study Form shall become a part of this Purchase and Sales Agreement.

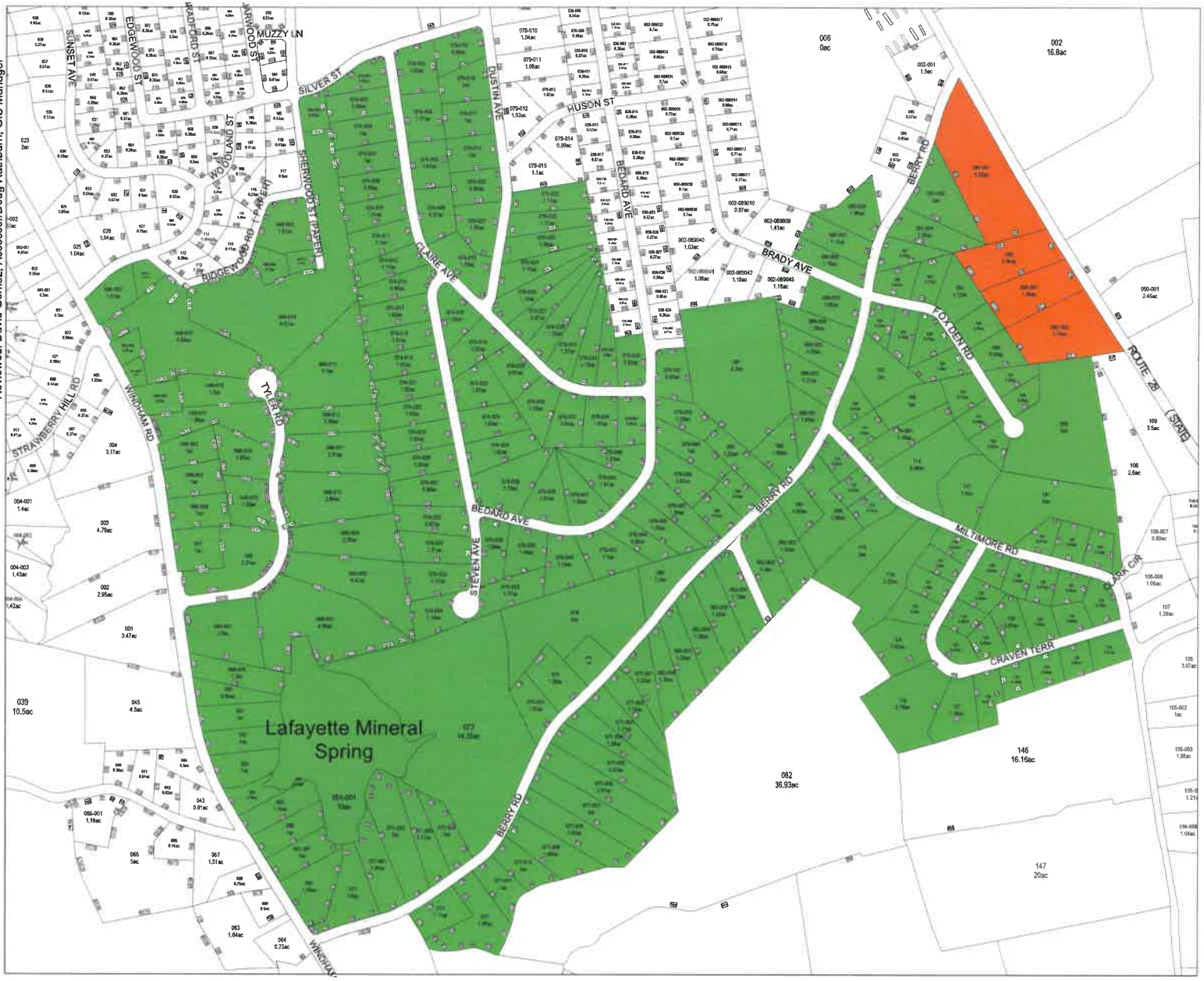
APPLICABLE _____ NOT APPLICABLE _____

So disclosed _____
Seller's initials

_____ Buyer's initials

Reviewed: David Gomez, Assessor/Doug Rathburn, GIS Manager

Date: 4/24/2014



1 inch = 208 feet

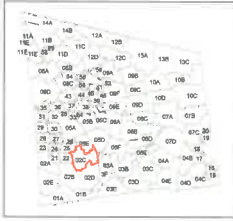
MAP-02C

DERRY, NEW HAMPSHIRE

THE DATA ON THIS MAP WAS DERIVED FROM A VARIETY OF SOURCES AND IS NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY OR COMPLETENESS. THE TOWN OF DERRY, NEW HAMPSHIRE, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY APPEAR ON THIS MAP.

Legend

DERRY, NEW HAMPSHIRE
GEOGRAPHIC INFORMATION SYSTEM
© 2014 TOWN OF DERRY, NEW HAMPSHIRE



CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT			
TOWN OF DERRY		1 Level		4 Proposed	2 Suburban	Description	Code	Appraised Value	Assessed Value
14 MANNING ST		4 Rolling				EXM LAND	9030	10,900	10,900
DERRY, NH 03038 Additional Owners:		SUPPLEMENTAL DATA							
Other ID: 02046-069		Value Flag 5 - Cost			TIF District				
Class E - EXEMPT		Solar Panels			Tracking				
Fire Dist 1		Wtr Ac or Vw			For Sale				
GIS ID: 02046-069		ASSOC PID#			APT Data				
						Total		10,900	10,900

2208
DERRY, NH
Effective Date of Value
April 1, 2018

VISION

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
TOWN OF DERRY		5629/1620	06/24/2015	U	V	0	35	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
LOREN REALTY TRUST		3228/1222	05/15/1997	U	V	0	1B	2017	9030	10,900	2016	9030	10,900	2015	1320	8,700
LODY REALTY TRUST		2725/ 102		U	V	0										
								Total:		10,900	Total:		10,900	Total:		8,700

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Type	Description	Amount	Code	Description	Number	Amount
Total:							

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD				
NBHD/ SUB	NBHD NAME	STREET INDEX NAME	TRACING	BATCH
104/A				

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	0
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	10,900
Special Land Value	0
Total Appraised Parcel Value	10,900
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	10,900

NOTES							
REVIEW FOR SALE							
13- NO ROAD= EST VACANT							
TAX DEEDED 6.2015							
PROPERTY EXEMPT AS OF 4.1.16							

BUILDING PERMIT RECORD								
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

VISIT/ CHANGE HISTORY					
Date	Type	IS	ID	Cd.	Purpose/Result
04/06/2016			BC	62	Town Data Check
01/17/2013			RRD	14	Residential Field Review
07/30/2009			RRD	14	Residential Field Review
03/27/2006			RK	14	Residential Field Review
04/01/1989			CLT	00	Measure + Listed

LAND LINE VALUATION SECTION

B #	Use Code	Use Description	Zone	Frontage	Depth	Units	Unit Price	I. Factor	S A	Acre Disc	C. Factor	ST. Idx	S.I. Adj.	Notes- Adj	Rec Y/N	CU Cond	Special Pricing	Adj. Unit Price	Land Value
1	903V	MUNICIPAL	MDR			14,810 SF	7.77	1.0000	1	1.0000	0.10	104	0.95		N	0.000		0.74	10,900

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Model	00		Vacant				
MIXED USE							
	<i>Code</i>		<i>Description</i>				<i>Percentage</i>
	903V		MUNICIPAL				100
COST/MARKET VALUATION							
	Adj. Base Rate:			0.00			
	Replace Cost			0			
	AYB						
	EYB			0			
	Dep Code						
	Remodel Rating						
	Year Remodeled						
	Dep %						
	Functional Obslnc						
	External Obslnc						
	Cost Trend Factor			1			
	Condition						
	% Complete						
	Overall % Cond						
	Apprais Val						
	Dep % Ovr			0			
	Dep Ovr Comment						
	Misc Imp Ovr			0			
	Misc Imp Ovr Comment						
	Cost to Cure Ovr			0			
	Cost to Cure Ovr Comment						

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value	
Ttl. Gross Liv/Lease Area:		0	0				

