

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

RETURN TO:
City Attorney
City of Rochester
19 Wakefield Street
Rochester, NH 03867

Doc # 0015469 Oct 19, 2017 1:25 PM
Book 4520 Page 0699 Page 1 of 2
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 2017, 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 tract or parcel of land with the buildings thereon, situated on the Northeasterly side of the Pickering Road in the City of Rochester, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at an iron hub driven in the ground at the base of a maple tree on the northeasterly side of said highway; thence running Northwesterly by said highway one hundred ten (110) feet, more or less, to another iron hub; thence turning and running Northeasterly ninety (90) feet, more or less, to another iron hub; thence turning and running Southeasterly ninety (90) feet, more or less, to another iron hub; thence turning and running Southwesterly ninety (90) feet, to another iron hub to the point of beginning.

Meaning and intending to convey the same premises conveyed to Kathleen Ann Cool by Donald M. Cool, Trustee, Donald M. Cool Revocable Trust, by way of Quitclaim Deed, dated May 19, 2002 and recorded on April 27, 2009 at the Strafford County Registry of Deeds at Book 3732, Page 0614.

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 18th day of October, 2017.


DOREEN JONES, TAX COLLECTOR
CITY OF ROCHESTER

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 18th day of October, 2017, 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.

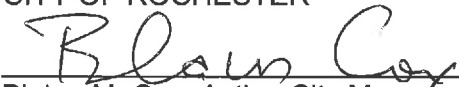

Notary Public / Justice of the Peace
My Commission Expires: 3/26/2019



ACCEPTANCE

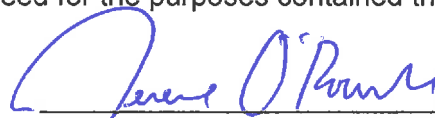
The undersigned City of Rochester hereby accepts this Tax Deed.

CITY OF ROCHESTER

By: 
Blaine M. Cox, Acting City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 18th day of October, 2017, before me personally appeared the above named Blaine M. Cox, duly authorized, Acting 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.


Notary Public / Justice of the Peace
My Commission Expires: 3/26/2019



Rochester



PROPERTY LOCATION

No	Alt No	Direction/Street/City
476		PICKERING 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:	COOL KATHLEEN ANN -
Owner 2:	-
Street 1:	3870 WEST E AVE
Twn/City:	KALAMAZOO
St/Prov:	MI Cntry
Postal:	49009

NARRATIVE DESCRIPTION

This Parcel contains .22 AC of land mainly classified as CITY OF ROCH with a(n) OLD STYLE Building Built about 1942, Having Primarily ASBESTOS Exterior and ASPH SHINGLE Roof Cover, with 1 Units, 1 Baths, 0 HalfBaths, 0 3/4 Baths, 4 Rooms Total, and 2 Bdrms.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Descp	%	Item	Code	Descp
Z	A	AGRICULT	100	U	0	SEPTIC
o				t	8	WELL
n				l	4	NONE
Census:				Exmpt		
Flood Haz:						
D	RO	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		0.22		PRIMARY A	SITE	1.0	0	45,000.	3.813	1070			ODOR	-5					37,748						37,700	

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description
903	10,900	1,100	0.220	37,700	49,700	
Total Card						Entered Lot Size
Total Parcel						Total Land: 0.22
Source: Market Adj Cost						Land Unit Type: AC
Total Value per SQ unit /Card: 60.02						/Parcel: 60.02

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2017	101	FV	10,900	1100	.22	37,700	49,700	49,700	Year End Roll	9/7/2017
2016	101	FV	9,300	1100	.22	37,700	48,100	48,100	Year End Roll	9/8/2016
2015	101	FV	9,300	1100	.22	37,700	48,100	48,100	Year-end	10/1/2015
2014	101	FV	9,300	1100	.22	37,700	48,100	48,100	Year End Roll	9/29/2014
2013	101	FV	7,900	1100	.22	50,300	59,300	59,300	Year End Roll	9/4/2013
2012	101	FV	34,400	3900	.22	53,000	91,300	91,300	Year End Roll	9/20/2012
2011	101	FV	34,400	3900	.22	53,000	91,300	91,300	Year End Roll	9/27/2011
2010	101	FV	34,400	3900	.22	53,000	91,300	91,300	roll	8/26/2010

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
COOL KATHLEEN A	4520-699	11	10/18/2017	Government		No	No	4		
COOL DONALD M R	3732-614	2	5/19/2002	Fam/Rel/Affi	2,667	No	No	4		ALSO OLD DEED DATE 5-19-2002
HOLMES RICHARD	2377-500		9/12/2001	Estate Sale	49,900	No	No	4		
HOLMES ALICE M	1369-361		12/2/1987			No	No			
DUNGEY REALTY L	866-349		12/15/1968			No	No			
JOHNSON CHARLES	763-456		6/18/1963			No	No			

BUILDING PERMITS

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

ACTIVITY INFORMATION

Date	Result	By	Name
10/20/2017	DEED CHANGE	DM	DARCY
1/2/2013	CORRECTION	NM	NANCY
10/1/2012	EXT ONLY	NM	NANCY
5/26/2011	OWN ADD CHG	GN	GAYE
5/5/2009	DEED CHANGE	VB	VERNA
11/13/2007	OWN ADD CHG	VB	VERNA
6/15/2007	OWN ADD CHG	VB	VERNA
4/15/2004	CORRECTION	TM	TOM
9/9/2002	MEAS+INSPCTD	TM	TOM

Sign: VERIFICATION OF VISIT NOT DATA



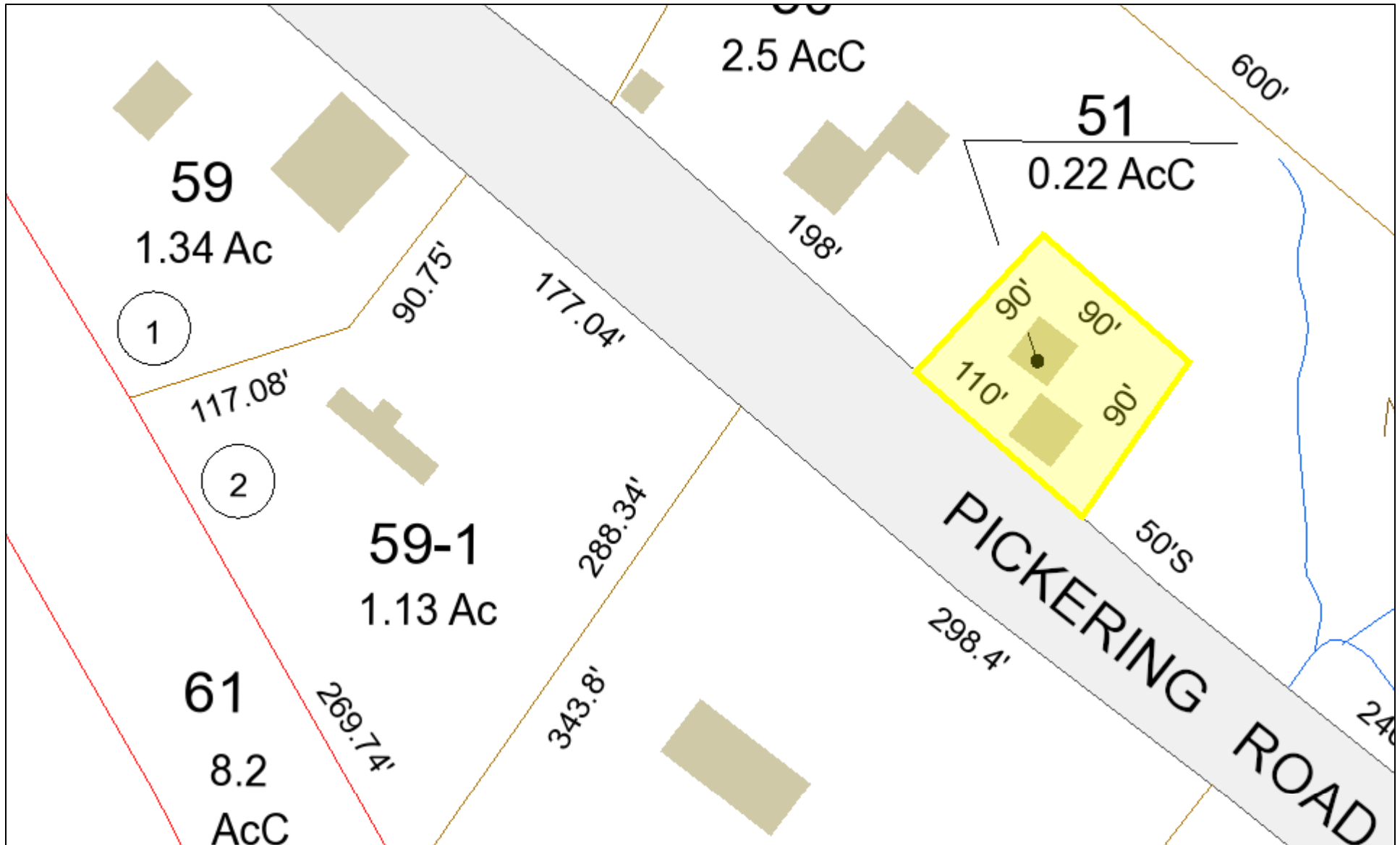
Rochester, NH



April 25, 2018

1 inch = 67 Feet

www.cai-tech.com



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