

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this 10th day of November, 2022 between:

1. The **SELLER:** Dwight E. Chick and Thomas F. Torr, as Trustees of the William E. Chick Trust u/t/d November 24, 2010, and Dwight E. Chick, as Trustee of the Barbara G. Chick Trust u/t/d November 24, 2010, (hereinafter called "SELLER") each having an address 45 Silver Street, Dover, New Hampshire 03820.

2. The **BUYER(S):**

3. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate located in City/Town of Newfields known as or described as being 230 Piscassic Road, Newfields, New Hampshire and described in deed(s) recorded at Rockingham County Registry of Deeds at Book 5207, Page 181 ("PROPERTY").

4. **CONSIDERATION:** The selling price is.....PRICE \$ _____

5. **DEPOSIT:** NON-REFUNDABLE. Receipt of which is hereby acknowledged in the form of cash, certified check, bank check, or other form of payment acceptable to the Seller, in the amount of Twenty-five Thousand Dollars (\$25,000.00). Buyer will deliver balance of purchase price to Seller in CASH, CERTIFIED CHECK OR BANK CHECK, on date of transfer of title in the sum of _____ Dollars (\$ _____) together with a Five percent (5%) Buyer's Premium in the amount of _____ Dollars (\$ _____), for a total of _____ Dollars (\$ _____).

6. **DEED:** Marketable title shall be conveyed by a Fiduciary Deed and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the PROPERTY.

7. **TRANSFER OF TITLE:** On or before _____, 2022 at the office of Cocheco Elder Law Associates, PLLC, 45 Silver Street, Dover, New Hampshire, or some other place of mutual consent as agreed to in writing. TIME IS OF THE ESSENCE.
 8. **POSSESSION:** Full possession and occupancy of the PROPERTY, shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated.
 9. **TITLE:** Both SELLER and BUYER agree that no examination of title is to be conducted and title insurance will not be available to the BUYER.
 10. **TAXES:** Taxes shall be prorated as of time and date of closing.
 11. **DUE DILIGENCE:** BUYER is encouraged to seek information from professionals normally engaged in the business regarding any specific issue of concern. SELLER makes no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Agreement is not subject to any inspections.
 12. **INSURANCE:** The buildings on said premises shall, until the full performance of this agreement, be kept insured against Fire, with extended coverage by the SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to the BUYER, unless the premises shall previously have been restored to their former condition by the SELLER; or, at the option of the BUYER, this agreement may be rescinded if loss exceeds _____ Dollars (\$_____).
- The SELLER shall provide evidence of current insurance coverage to the BUYER upon request.
13. **PRIOR STATEMENTS:** Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.
 14. **FINANCING:** This Agreement is NOT contingent upon BUYER obtaining financing.
 15. **HEIRS/ASSIGNS:** This Agreement shall extend to be obligatory upon heirs, personal representatives, successors, and assigns of the SELLER and the assigns of the BUYER.
 16. **EFFECTIVE DATE:** This Agreement is a binding contract and the effective date is when signed and dated, whether by electronic transfer or original, and all changes initialed and dated, by SELLER and BUYER.

17. REAL ESTATE AGENT:

18. _____ _____
Buyer Seller The parties respectfully represent that no real estate commission is due,
the parties not having dealt with a real estate broker or salesperson in regard
to this sale.

or

_____ _____
Buyer **SELLER’S AGENT:** No real estate commission is due as Seller
has not dealt with a real estate agent, except that St. Jean Auctioneers
brought about this sale. The buyer’s agent shall be due 1% of the hammer
price and said sum shall be exclusive of any buyer's premium at auction.

BUYER’S AGENT:

19. **CONFIDENTIALITY:** BUYER and SELLER understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. BUYER and SELLER authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

20. **NO REPRESENTATIONS OR WARRANTIES; PROPERTY SOLD AS IS:**

BUYER agrees that if BUYER fails to inspect the PROPERTY, such failure shall not alter or impair the understanding and agreements of BUYER and SELLER set forth in this contract.

BUYER agrees to purchase the PROPERTY “as is” and “with all faults”.

BUYER agrees that SELLER makes no representations or warranties of any nature, express or implied, regarding the PROPERTY or its condition, including but not limited to environmental conditions on the PROPERTY.

BUYER agrees that by closing under the terms of this Agreement, BUYER accepts the PROPERTY as it is and that thereafter SELLER shall have no further obligations, liabilities or responsibilities of any nature regarding the PROPERTY, nor shall SELLER have any further obligations, liabilities or responsibilities under this contract or any addendum thereto, anything else to the contrary notwithstanding.

BUYER agrees that any walk-through inspection prior to closing is to be a courtesy only and not a contingency. There shall be no negotiations at or after the time of the walk-through.

21. **ACKNOWLEDGMENT:** All representations, statements, and agreements heretofore made between the parties 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.

22. **ADDENDUM:** See Addendum to Purchase and Sale Agreement, notification of Seller Disclosures per RSA 477:4-a, 477:4-b, 477:4-c, and 477:4-d.

23. **INTERPRETATION:** This Agreement shall be interpreted under the laws of the State of New Hampshire.

A. The captions used herein are for convenience only, are not a part of this Agreement, and shall not be used in construing it.

B. Reference herein to the masculine shall be deemed to include the feminine and reference to the singular shall be deemed to include the plural where the context so requires or permits.

C. This Agreement contains all the terms and conditions of this sale and any oral representations made by either party prior to the signing of this Agreement are null and void. This Agreement may only be modified by written instrument.

24. **OTHER CONDITIONS:**

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney.

Date: _____

BUYER:

Witness

Witness

Date: _____

SELLER:

The William E. Chick Trust
By:

Witness

Thomas F. Torr, Trustee

Witness

Dwight E. Chick, Trustee

The Barbara G. Chick Trust
By:

Witness

Dwight E. Chick, Trustee

Buyer(s) Initials _____ Seller(s) Initial _____ 5

**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: **The SELLER has no knowledge**

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: **The SELLER has no knowledge.**

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: **The SELLER has no knowledge.**

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.

So disclosed: **The SELLER has no knowledge.**

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** _____

The **SELLER** has **NO OBLIGATION**.