

PURCHASE AND SALE AGREEMENT

By virtue of an auction sale held on November 18, 2022, Stephen C. Morse., with an address of 82 Ashland Street, Manchester, New Hampshire, 03104, ("Seller") agrees to sell and _____ of _____ ("Buyer") agrees to buy the following described premises on the terms and conditions set forth as follows:

1. Premises:

10 Lancer Lane, Alton, Belknap County, New Hampshire.

2. Bid Price:

The bid price is _____ Dollars (\$_____), which shall be paid as follows: Five Thousand Dollars (\$5,000.00) in cash, certified or bank treasurer's check on the signing of this Purchase and Sale Agreement (the "Deposit"); the balance of _____ Dollars (\$_____) in cash, certified or bank treasurer's check at the closing.

3. Taxes and Other Encumbrances:

The Premises are sold subject to the real estate taxes assessed or assessable on the premises, subject to all rights of possession and subject to all prior liens and other enforceable encumbrances of record.

4. Deed and Closing:

- a. The deed shall be a Quitclaim Deed.
- b. The deed shall be delivered and the balance of the Bid Price shall be paid on or before December 18, 2022 at 11:00 a.m., time being of the essence, at the offices of Smith-Weiss Shepard Kanakis & Spony, P.C., 47 Factory Street, Nashua, New Hampshire, or at such time or place as the parties shall agree.

5. Revenue Stamps and Closing Costs:

Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Hillsborough County Registry of Deeds.

6. Default:

If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the Deposit as liquidated damages, or pursue its remedies at law or in equity at its election.

7. Zoning:

Seller does not represent or warrant to Buyer that the current use of the premises and the building thereon comply in any respect with any municipal zoning ordinances, building or other like code or that the buildings or the use of the premise is not a nonconforming structure or use.

8. Inspection:

Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take the within described property AS IS, WHERE IS.

9. Acceptance of Deed:

Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

10. Buyer's Premium:

In addition to the Bid Price, Buyer shall pay a Buyer's Premium of 10% of the Bid Price to St. Jean Auctioneers. Seller and Buyer represent to each other that no other broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any broker or agent claiming through him or her, including reimbursement or reasonable attorneys' fees and court cost.

SELLING PRICE \$ _____ at 10 % equals BUYERS PREMIUM \$ _____.

11. Governing Law:

This Purchase and Sale Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

12. Integration:

All representations, statements and agreements heretofore made are merged in this Purchase and Sale Agreement which is the full expression of the parties' obligations and neither party in entering this Purchase and Sale Agreement has relied upon any statement or representation not set forth herein.

13. Time:

Time is of the essence as to each and every aspect of this Purchase and Sale Agreement.

14. N.H. Rev. Stat. Ann. §477:4 a, c, d, g and h Notices and N.H. Rev. Stat. Ann. §485-A:39 Notice:

- a. 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.
- 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.
- d. RSA 477:4-c and d, Water Supply, Sewage Disposal and Insulation: Seller has no information.
- e. RSA 477:4-g Methamphetamine Production Site: whether Property was used for methamphetamine production: Seller has no information.
- f. RSA 485-A:39 Waterfront Property Site Assessment Study: Seller has no information.
- g. RSA 477:4-h Public Utility Tariff Pursuant to RSA 374:61: whether Property is subject to a public utility tariff under RSA 374:61: Seller has no information.

SIGNATURE PAGE FOLLOWS

WITNESS OUR HANDS this November 18, 2022.

Seller:

Witness

Stephen C. Morse

Buyer:

Witness

Name:
SS or Fed. ID: _____
Telephone #: _____
Email: _____

Witness

Name:
SS or Fed. ID: _____
Telephone #: _____
Email: _____