

AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this 22nd day of August, 2025, by and between the Town of Belmont, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 143 Main Street, Belmont, New Hampshire 03220 (hereinafter referred to as the “SELLER”), and the BUYER _____ having an address of _____

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land with the improvements thereon, located in Belmont, New Hampshire, known as:

Map: 235 Lot: 54 Address: Jamestown Road

PRICE: The SELLING PRICE is \$ _____

The BUYER’S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$ _____

The BALANCE OF THE SELLING PRICE shall be payable at closing, and tendered in cash or certified check in the amount of \$ _____

BUYER’S PREMIUM DUE: The SELLING PRICE does not include the BUYER’S PREMIUM of ten percent (10%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$ _____ at 10 % equals BUYERS 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 Town’s obligation to convey title. This BUYER’S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

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

POSSESSION AND TITLE: The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals and/or interests secured or inuring to the benefit of abutters, third parties or members of the general public, outstanding municipal charges for sewer, water or betterment assessments/connection or capacity charges for the same, or other matters of record which may impact the use of, or title to, the property, if any, including mortgages, equity lines of credit, liens, attachments, orders to cease and desist, and any State and Federal tax liens which have survived the Town’s acquisition of the property.

TRANSFER OF TITLE: Shall be given on or before forty five (45) days after the date of this AGREEMENT. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be as designated by the SELLER and shall occur at Belmont Town Offices, 143 Main Street, Belmont, NH. **Time is of the essence.**

AGREEMENT AND DEPOSIT RECEIPT (Cont'd)

TITLE: If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by QUITCLAIM DEED. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled 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 the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further 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 qualified bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

ACKNOWLEDGES AND AGREES: That the sale of the property as provided for herein is made on an "AS IS" condition and basis with faults, latent or patent.

GOVERNING LAW: This Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

REVENUE STAMPS AND CLOSING COSTS: Buyer shall pay for the revenue stamps assessed against by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Belknap County Registry of Deeds.

N.H. REV. STAT. ANN. §477:4 AND §485-A:39 NOTICES:

- 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: Seller has no information regarding whether Property was used for methamphetamine production.
- 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: Seller has no information whether Property is subject to a public utility tariff under RSA 374:61.

PRIOR STATEMENTS: All representations, statements, and agreements heretofore made between the parties hereto are merged in this AGREEMENT, which alone fully and completely expresses the respective obligations, and 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. This Agreement shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

ADDITIONAL PROVISIONS:

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

TOWN OF BELMONT

BUYER

By: _____

By: _____

Its: _____

Its: _____

Duly authorized

Duly authorized

Date: _____

Date: _____

Witness: _____

Witness: _____