AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this 23rd day of October, 2026 by and between the Town of Derry, a municipal corporation organized under the laws of the State of New Hampshire, having a principal placeof 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:

39 Redfield Circle, Derry, NH 03038

Being GIS ID: Tax Map 9, Lot 30-76

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 Fifteen Thousand Dollars ($15,000.00) for the vacant lot to be held in escrow by Seller.

B. The balance of the selling price in the amount of

_____ ($_____)

Shall be paid by November 23rd 2026, 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 ten (10%) percent of the purchase price, due to the Auctioneer at closing.BUYER'S premium is calculated as follows:

Selling Price $_____@ 10% =_____.

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

By: _____

Its: _____

Duly Authorized

_____
Witness

BUYER

By: _____

Its:_____
(Title if other than individual)

Duly Authorized

_____
Witness

ATTACHMENT A
DISCLOSURES

1. New Hampshire RSA 477:4-a. Notification Required; Radon, Arsenic, and Lead.

I. Prior to the execution of any contract for the purchase and sale of any interest in real property which includes a building, the seller, or seller's agent, shall provide the following notification to the buyer. The buyer shall acknowledge receipt of this notification by signing a copy of such notification:

"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."

"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."

"Lead: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water."

II. Nothing in this section shall be construed to have any impact on the legal validity of title transferred pursuant to a purchase and sale contract in paragraph I, or to create or place any liability with the seller or seller's agent for failure to provide the notification described in paragraph I.

So disclosed _____ _____
Seller's initials Buyer's initials

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.

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. <u>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.</u>

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.

9. <u>New Hampshire RSA 141-E:23 - Disclosure regarding Asbestos Disposal Site</u>

The PROPERTY is/is not the location of an Asbestos Disposal Site (Circle answer)

10. <u>New Hampshire RSA 485-A:39 - Site Assessment Study</u>

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