

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



_____, _____ ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 16th day of August, 2016 between
City of Concord

_____, _____ ("SELLER") of _____
City/Town Concord, State NH Zip 03301
and Maple Tree Realty

_____, _____ ("BUYER") of 74 N. Main st
City/Town Concord, State NH Zip 03301

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of Concord located at 51 Bradley st

County Merrimack Book 1055 Page 0239 Date _____ ("PROPERTY").

3. The SELLING PRICE is Thirty Thousand Dollars \$30,000.00.
A DEPOSIT in the form of Business check, is to be held in an escrow account by Cowan and Zellers RE Prof. LLC ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCROW AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$1,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered on or before _____. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$29,000.00.

4. DEED: Marketable title shall be conveyed by a Quit Claim deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before December 30, 2016 at Horizon Settlements _____ or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: _____

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within _____ hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Robert Clark of Choice Realty
is a seller agent buyer agent facilitator disclosed dual agent*
Mary Cowan of Cowan and Zellers RE
is a seller agent buyer agent facilitator disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, with extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$5,000.00.

SELLER(S) INITIALS [Signature] / _____ BUYER(S) INITIALS _____ / _____

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- 9. TITLE:** If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.
- 10. PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. PROPERTY INCLUDED: All Fixtures _____

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

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 PAINT: Before 1978, 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.
 Disclosure Required YES NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE:

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. **If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:**

- (a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or
- (b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:
- 1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS / _____ BUYER(S) INITIALS _____ / _____

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The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within _____ calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by _____ ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

SELLER(S) INITIALS _____ / _____ BUYER(S) INITIALS _____ / _____

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19. ADDITIONAL PROVISIONS:


This Purchase and Sales is contingent on the buyer getting a building permit to build a home on the property by December 30 2016. It is also contingent on City Council approval of this Purchase and Sales agreement by Sept 21st 2016.

20. ADDENDA ATTACHED: Yes No

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

 _____ DATE/TIME 9/19/16
BUYER
 Maple Tree Realty
74 N. Main st
 MAILING ADDRESS

_____ DATE/TIME
BUYER

 MAILING ADDRESS

Concord NH 03301
 CITY STATE ZIP

 CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

_____ DATE/TIME
SELLER
 City of Concord

 MAILING ADDRESS

_____ DATE/TIME
SELLER

 MAILING ADDRESS

Concord NH 03301
 CITY STATE ZIP

 CITY STATE ZIP

**SALE OF LAND ADDENDUM
TO THE PURCHASE AND SALES AGREEMENT**



New Hampshire Association of REALTORS® Standard Form

This Addendum is to the Purchase and Sales Agreement dated August 16, 2016 between
 SELLER(s): City of Concord and
 BUYER(s): Maple Tree Realty
 concerning the real property located at 51 Bradley st, Concord,

Said agreement is further subject to the following terms:

Should BUYER find any of the following to be unsatisfactory Buyer shall so inform SELLER in writing within the time specified for acceptance and the contract shall become null and void and all deposits shall be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13). In the absence of such notification, these items shall be deemed acceptable to BUYER and the contingencies shall be considered to be waived. Unless otherwise specified below, all of the below will be obtained and paid for by BUYER.

Note: (N/A) means not applicable to this transaction.

CONTINGENCY	OBTAINED BY	TO BE PAID FOR BY	COMPLETION DATE	ACCEPTANCE DATE
1. <input type="checkbox"/> Survey	_____	_____	_____	_____
2. <input type="checkbox"/> Soils Test	_____	_____	_____	_____
3. <input type="checkbox"/> Septic System Design	_____	_____	_____	_____
4. <input type="checkbox"/> Local Permits	_____	_____	_____	_____
5. <input type="checkbox"/> Hazardous Waste Reports	_____	_____	_____	_____
6. <input type="checkbox"/> Utilities	_____	_____	_____	_____
7. <input type="checkbox"/> Water	_____	_____	_____	_____
8. <input type="checkbox"/> Subdivision Approval	_____	_____	_____	_____
9. <input type="checkbox"/> DES Approvals	_____	_____	_____	_____
10. <input type="checkbox"/> Zoning Variance	_____	_____	_____	_____
11. <input type="checkbox"/> Driveway Permit	_____	_____	_____	_____
12. <input type="checkbox"/> Deed Restriction	_____	_____	_____	_____
13. <input type="checkbox"/> Current Use Status	_____	_____	_____	_____
14. <input type="checkbox"/> Flood Zone	_____	_____	_____	_____
15. <input checked="" type="checkbox"/> Building Permit	<u>Maple Tree Homes Realty</u>	<u>Maple Tree Homes Realty</u>	<u>12/30/2016</u>	_____
16. <input type="checkbox"/> _____	_____	_____	_____	_____

Further specifications regarding any of the above: Building permit for a single family or multi family home

SELLER grants BUYER or BUYER's agent permission to go upon the subject land with workers and equipment to accomplish the above described work. Parties agree to have work done in a responsible manner and to leave land in substantially as is condition.

[Signature] BUYER **Maple Tree Realty** _____ DATE _____ BUYER _____ DATE _____

SELLER **City of Concord** _____ DATE _____ SELLER _____ DATE _____