

**PURCHASE AND SALE AGREEMENT**

**TOWN OF CAMPTON  
TAX DEEDED REAL ESTATE  
SURPLUS PROPERTY AUCTION**

AGREEMENT made this 11th day of June 2021, by and between the TOWN OF CAMPTON, a municipal corporation duly organized under the laws of the State of New Hampshire, with a principal place of business and mailing address of 12 Gearty Way, Campton, New Hampshire 03223 (hereinafter "SELLER"), and

\_\_\_\_\_ ,  
with a mailing address of \_\_\_\_\_

\_\_\_\_\_ (hereinafter "BUYER")

**WITNESSETH**

WHEREAS, the SELLER is the owner of title to a certain parcel of property described below as the "Property" by virtue of a tax deed;

WHEREAS, the BUYER wishes to purchase the title to the property upon and subject to the terms and conditions herein set forth herein;

WHEREAS, the SELLER wishes to sell the title to the property upon the terms and conditions herein set forth;

WHEREAS the SELLER is authorized by vote of its citizens on Article 23 at the 1994 Campton Annual Town Meeting, to convey the Property pursuant to the provisions of RSA 80:80;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Property:** The SELLER agrees to sell and convey and the BUYER agrees to buy, on the terms hereinafter set forth, all right, title and interest of the Seller in and to a certain tract or parcel of land described in the Town's Tax Records as Summit Drive, **Tax Map 5 Lot 11.24** Town of Campton, County of Grafton, and State of New Hampshire; meaning and intending to describe the same property described in the Town of Campton's Tax Collector's Deed to the Grantor herein dated **October 22, 2018** and recorded in the Grafton County Registry of Deeds at **Book 4396 Page 810**.

Subject to all applicable provisions of the Town of Campton Zoning Ordinance and Building Regulations that may be in effect and subject to any further applicable conditions of approval that may have been set forth or may be set forth in the future by the Campton Planning Board, Zoning Board of Adjustment or any other Governmental Entity with jurisdiction related thereto.

2. **Purchase Price:** the final purchase price of the Property as determined by a public auction held on June 11, 2021 shall be \_\_\_\_\_.

3. **Deposit of \$** \_\_\_\_\_ **is hereby acknowledged.** The balance of the purchase price \$ \_\_\_\_\_ will be due at closing on/or before July 1, 2021 at Noon at the Campton Town Hall, or earlier, if agreed to by both parties in writing.

**Initials** \_\_\_\_\_

4. Legal Fees: The parties agree that the SELLER shall have no liability for any legal fees pertaining to the sale of the property.
5. Deed: The Property shall be conveyed by quit claim deed without covenants. The property is being sold "as is" with no guarantee or warranty, expressed or implied, with regards to the validity of title, location, boundaries or condition of the property or its fitness for any purpose. The property shall be subject to any liens, encumbrances or other matters of title that may exist; however, the property is free of any prior year property tax liens or similar encumbrances held by the Town of Campton as of the date of the conveyance.
6. RSA 477:4- A NOTICE

**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 the water from a deep well. Testing can establish its 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 in 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.

**Lead Paint**: 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.
7. Transfer of Title: Transfer of title shall take place on or before July 1, 2021 at 12:00pm, the expiration of this agreement, at the Campton Town Hall, or such other place and time as may be mutually agreed upon in writing, including by mail if so agreed. The Buyer will be responsible for their half of the transfer tax \_\_\_\_\_ and all recording fees of \$45.00.
8. Possession: Possession of the title shall be upon closing.
9. Agent or Broker: The parties hereto agree that no agent or broker brought about this sale on behalf of SELLER.
10. Examination of Title: Buyer acknowledges they have had opportunity to make their independent investigation of all matters they consider relevant.

**Initials** \_\_\_\_\_
11. Taxes: The BUYER shall be responsible for Town of Campton property taxes accruing after the closing date.
12. Default; Liquidated Damages: If BUYER defaults pursuant to the terms of this Agreement, SELLER may retain the amount of the deposit as stipulated, fair liquidated damages. If the Town of Campton exercises its reserved right to unilaterally terminate this sale for any reason, all deposits shall be returned and this contract hereby shall thereupon without further action cease and terminate without any recourse to either of the parties hereto.

**Initials** \_\_\_\_\_

13. Term and Binding Effect: This Agreement shall be binding upon the parties and their heirs and successors for a period of twenty (20) days.
14. Prior Statements and Merger: 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, with neither party relying on any statements or representations not embodied in this Agreement made by the other or the Auctioneer.
15. Construction of Agreement: This Agreement, executed in duplicate, shall be construed as a New Hampshire contract and sets forth the entire understanding between the parties.
16. Assignment: Neither the SELLER nor the BUYER shall assign any of its interest in this Agreement or in the Property until after the deed described in Section 5 shall have been executed, accepted, and recorded consistently with the provisions of this Agreement without the written consent of both parties.
17. Waiver: The waiver by any party of any breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof. Any statutory disclosures are expressly waived by the Buyer.
18. Severability: Should any provision of this Agreement or any portion of any provision of this Agreement be held invalid or unenforceable according to law, the remaining portions hereof shall not be effected thereby but shall continue in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SELLER:**

**TOWN OF CAMPTON  
BY ITS Selectmen**

By: \_\_\_\_\_  
Selectmen

Witness: \_\_\_\_\_

**BUYER:**

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Buyers' Address \_\_\_\_\_

Email Address \_\_\_\_\_

Buyers' Social Security # \_\_\_\_\_