

**PURCHASE AND SALE AGREEMENT**  
**(Map 6, Lots 002, 007 and 009, Amherst, New Hampshire)**

THIS PURCHASE AND SALE AGREEMENT is made this 31<sup>st</sup> day of March, 2023 (the "Execution Date"), by and among **Kevin G. Curran and Claudine B. Curran**, of 73 Blood Road, Hollis, New Hampshire 03049 (mailing address of P.O. Box 806, Hollis, New Hampshire 03049) (collectively, the "Sellers") and the **Town of Amherst**, a New Hampshire municipal corporation, with a principal address of Town Hall, 2 Main Street, Amherst, New Hampshire 03031 (the "Buyer").

**Recitals**

WHEREAS, Kevin G. Curran or Kevin G. Curran and Claudine B. Curran, as the case may be, are the owner(s) of three (3) certain parcels of land, with the improvements thereon, if any, located on and off Baboosic Lake Road, Grater Road and Pond Parish Road in Amherst, Hillsborough County, New Hampshire known as Tax Map 6, Lots 002, 007 and 009 on the Town of Amherst Tax Maps (individually, "Lot 6-2", "Lot 6-7", or "Lot 6-9", respectively; collectively Lot 6-2, Lot 6-7, and Lot 6-9 being referred to as the "Premises"); and

WHEREAS, specifically, Kevin G. Curran is the owner of Lot 6-2 and Lot 6-7, while Kevin G. Curran and Claudine B. Curran are the owners of Lot 6-9; and

WHEREAS, the Sellers have filed an application with the Town of Amherst Planning Board for a 43 lot residential subdivision of the Premises; and

WHEREAS, assuming certain conditions and contingencies are satisfied, the Buyer desires to purchase the Premises and forever maintain the Premises as undeveloped land to be managed and controlled by the Town of Amherst Conservation Commission pursuant to RSA 36-A;

WHEREAS, the parties desire to enter into an agreement with respect to the Premises and document the terms and conditions thereof in this Purchase and Sale Agreement; and

WHEREAS, the parties desire to effect the conveyance of the Premises by way of an initial transfer of title of Lot 6-2 on or before June 30, 2023, a transfer of title of Lot 6-9 on or before July 31, 2023, and a final transfer of title of Lot 6-7, on or before July 31, 2024; provided, that the transfers of title of Lot 6-9 and Lot 6-7 are subject to the Buyer exercising options set forth in this Purchase and Sale Agreement.

**Agreement**

NOW, THEREFORE, in and for the mutual covenants set forth herein, and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I. Sale of Lot 6-2 and Options for Lot 6-9 and Lot 6-7**

1. **Agreement to Sell and Purchase Lot 6-2.** Kevin G. Curran agrees to sell and convey and the Buyer agrees to purchase Lot 6-2, upon the terms and conditions set forth in this Agreement.

2. **Options to Purchase Lot 6-9 and Lot 6-7.**

A. The Sellers hereby grant to the Buyer an exclusive option to purchase Lot 6-9, to be exercised at the sole discretion of the Buyer as further described below (the "Lot 6-9 Option"). The Lot 6-9 Option shall run from the date of this Agreement and shall expire no later than July 31, 2023. Upon the Lot 6-2 Closing (defined in ARTICLE I, Section 6(A) below), the Buyer shall pay the Escrow Agent (defined in subparagraph (i) of ARTICLE I, Section 3(A) below), the sum of Fifty Thousand Dollars (\$50,000) (the "Lot 6-9 Option Payment"), as a non-refundable down payment on the purchase of Lot 6-9. The Lot 6-9 Option Payment is non-refundable under all circumstances, except in the event of the Sellers' default under this Agreement.

B. Kevin G. Curran hereby grants the Buyer an exclusive option to purchase Lot 6-7, to be exercised at the sole discretion of the Buyer as further described below (the "Lot 6-7 Option"). The Lot 6-7 Option shall run from the date of this Agreement and shall expire no later than July 31, 2024. Upon the Lot 6-2 Closing, the Buyer shall pay the Escrow Agent the sum of Fifty Thousand Dollars (\$50,000) (the "Lot 6-7 Option Payment"), as a non-refundable down payment on the purchase of Lot 6-7. The Lot 6-7 Option Payment is non-refundable under all circumstances, except in the event of the Sellers' default under this Agreement.

C. In the event the Buyer does not timely exercise the Lot 6-9 Option and does not close on the purchase of Lot 6-9, then the Lot 6-7 Option shall terminate and the Sellers shall retain the Lot 6-9 Option Payment and Kevin G. Curran shall retain the Lot 6-7 Option Payment. The Buyer may not exercise the Lot 6-7 Option and close on the purchase of Lot 6-7 unless the Buyer has first (i) closed on the purchase of Lot 6-2 and (ii) exercised the Lot 6-9 Option and closed on the purchase of Lot 6-9. In the event that Buyer does not close on the purchase of Lot 6-7, Kevin G. Curran shall retain the Lot 6-7 Option Payment.

3. **Purchase Price.**

A. The purchase price for Lot 6-2 is Two Million Dollars (\$2,000,000) (U.S.); and shall be paid by the Buyer to Kevin G. Curran as follows:

- (i) The sum of Fifty Thousand Dollars (\$50,000) in a check acceptable to the Sellers upon the execution of this Agreement, to be held in escrow by the Sellers' counsel, Winer and Bennett, LLP (the "Escrow Agent"), in a non-interest bearing trust account which amount is referred to herein as the "Deposit"; and

- (ii) The sum of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000) in certified check, bank check, wire transfer of immediately available funds or other method of payment, as determined by Kevin G. Curran, which payment shall be made at the Lot 6-2 Closing;

B. In the event that one or more of the Conditions Precedent (defined in ARTICLE I, Section 8(A) below) are not satisfied (or duly waived) prior to the expiration of the Due Diligence Period (defined in ARTICLE I, Section 5(E) below), then the Deposit shall be refunded to the Buyer, this Agreement shall terminate and neither party shall have any rights against or obligations to the other, except for those rights and obligations which expressly survive the termination of this Agreement by their terms. Upon satisfaction or due waiver of the Conditions Precedent, the Deposit shall become nonrefundable under all circumstances, except in the event of the Sellers' default. At the Lot 6-2 Closing, the Escrow Agent shall release the Deposit to Kevin G. Curran.

4. **Title and Deed.** At the Lot 6-2 Closing, Kevin G. Curran shall convey Lot 6-2 to the Buyer by warranty deed, conveying and assuring a good and clear record and marketable title thereto, free and clear of all liens and encumbrances, except for the Lot 6-2 Permitted Encumbrances (defined in ARTICLE I, Section 5(B) below).

5. **Examination of Title.**

A. The Buyer shall undertake an examination of title of Premises at its cost.

B. The Buyer shall report to the Sellers the results of such examination of title on or before the expiration of the Due Diligence Period (defined in Section 5(E) below and in such report (the "Title Report") identify (i) any defects in title, encumbrances or other matters which would render title unmarketable or to which the Buyer objects (collectively the "Objections") and (ii) any mortgages, liens or other financial encumbrances (the "Financial Encumbrances"). In the Title Report, the Buyer shall also identify those matters of title relative to which the Buyer has no objections (the "Permitted Encumbrances"). The Title Report shall have a search period that runs at least through April 30, 2023. Whether or not identified in the Title Report, the following items shall be deemed Permitted Encumbrances:

- (i) Lot 6-2, Lot 6-9 and/or Lot 6-7 being subject to open space (current use) land classification under RSA 79-A, any notices with respect thereto. See ARTICLE IV, Section 3 below with respect to the treatment of any land use change tax, assessment or penalty under RSA 79-A.
- (ii) Flowage rights referenced in the deed of Lemuel Blood to Samuel Fuller dated April 24, 1845 and recorded at Book 244, Page 465 (applicable to Lot 6-2).
- (iii) Notes, edge of wet designations and other matters shown on Plan No. 30026 (applicable to Lot 6-2).

- (iv) Riparian rights of the public and others in and to the mill pond (applicable to Lot 6-2).
- (v) Lot 6-2 is landlocked, having no access independent from Lot 6-7 or from Lot 6-9.
- (vi) Notes, woods, roads, pond and wetland designations and other matters shown on Plan No. 16010 (applicable to Lot 6-7).
- (vii) Rights of the public and others in and to the pond (shown on Plan No. 16010) (applicable to Lot 6-7).
- (viii) Title to and rights of the public and others entitled thereto in and to those portions of the land lying within the bounds of Pond Parish Road and/or Baboosic Lake Road (applicable to Lot 6-7).
- (ix) Title to and rights of the public and others entitled thereto in and to those portions of the land lying within the bounds of Greater (Grater) Road and/or Baboosic Lake Road (applicable to Lot 6-9).

All recording references and plan numbers are to the Hillsborough County Registry of Deeds.

C. The Sellers shall use good faith efforts to remove or correct the Objections in or within twenty (20) days of receipt of the Title Report; provided, however, that the Sellers shall not be obligated to pursue such efforts if the aggregate cost thereof, including reasonable attorney's fees and expenses, exceeds or is reasonably anticipated to exceed \$10,000.

D. In the event the Sellers are unable to remove the Objections within the twenty (20) day time period referenced in ARTICLE I, Section 5(C) above then at the election of the Buyer, (i) this Agreement shall terminate, the Deposit shall be refunded to the Buyer, and neither party having any further rights against or obligations to the other under this Agreement (except for those rights and obligations which expressly survive the termination of this Agreement by its terms) or (ii) the Buyer may elect to waive the Objections (as to the entirety of the Premises), complete the Lot 6-2 Closing and accept such title to Lot 6-2 as Kevin G. Curran may convey, subject to the Objections applicable to Lot 6-2, without any diminution in the Purchase Price. Without limitation to the foregoing, in the event the Buyer elects to complete the Closing (and accept title to Lot 6-2), the Buyer will be deemed to have waived any and all of the Objections that apply to Lot 6-9 and/or Lot 6-7.

E. The term "Due Diligence Period" means the period of time commencing with the Execution Date of this Agreement and ending the close of business on June 1, 2023.

6. **Closing of Lot 6-2.**

A. The deed of Lot 6-2 shall be executed and delivered by Kevin G. Curran to the Buyer, and the Buyer shall tender the Purchase Price to Kevin G. Curran (in the form and manner set forth in ARTICLE I, Section 3 above) at a closing (the "Lot 6-2 Closing"). The Lot 6-2 Closing shall be held on or before June 30, 2023. The Lot 6-2 Closing shall be held at the offices of Winer and Bennett, LLP, 402 Amherst Street, Suite 302, Nashua, New Hampshire, or such other location as may be mutually agreed upon by the Buyer's counsel and the Sellers' counsel. The Lot 6-2 Closing may be held as a closing "at the table" or remotely, or by exchange of documents; provided, the Lot 6-2 Closing shall not be deemed to have been completed until the deed of Lot 6-2 is duly recorded and funds have been disbursed from the Lot 6-2 Closing to Kevin G. Curran pursuant to the settlement statement executed by the parties. The Lot 6-2 Closing shall occur at 11:00 a.m. on a business day or at a time mutually acceptable to the parties.

B. The Sellers' obligations under this Agreement with respect to Lot 6-2 are merged with the delivery of the deed of Lot 6-2 by Kevin G. Curran to the Buyer at the Lot 6-2 Closing, which shall constitute the Sellers' full performance of their obligations under this Agreement with respect to Lot 6-2, except for those obligations which (i) pertain to the sale and conveyance of Lot 6-9 and/or Lot 6-7 and (ii) expressly survive the Lot 6-2 Closing by their terms.

7. **Transfer Tax.** The parties shall bear their respective shares, if any, of the transfer tax assessed under RSA Ch. 78-B.

8. **Conditions Precedent to All Closings.**

A. The Buyer's obligation to close on the purchase of the Premises under this Agreement is subject to each of the following conditions precedent (collectively, the "Conditions Precedent"):

- (i) If required by the Buyer's lender or at the discretion of the Buyer, on or before the termination of the Due Diligence Period, the Buyer and its lender obtain a so-called Phase 1 environmental assessment of the Premises, the results of which are reasonably satisfactory to the Buyer and its lender;
- (ii) On or before the termination of the Due Diligence Period, the Buyer receives the Title Report contemplated in ARTICLE I, Section 5(B) above, the results of which are satisfactory to the Buyer;
- (iii) No later than May 29, 2023, the Board of Selectmen of the Town of Amherst has (i) ratified this Agreement, (ii) confirmed the authority of the signatory of this Agreement on behalf of the Buyer to have bound the Town of Amherst to this Agreement and (iii) confirmed that the Town of Amherst is authorized to undertake all its obligations set forth in this Agreement, such authorization requiring successful completion of the process described by RSA 41:14-a; and

- (iv) On or before the termination of the Due Diligence Period, the Buyer obtains a written commitment for acquisition financing from an institutional lender doing business in New Hampshire or has submitted an application to the New Hampshire Municipal Bond Bank (either, the "Lot 6-2 Lender"), in the amount of \$2,000,000, which written commitment or reply to such application confirms that the Lot 6-2 Lender will disburse the sum of \$2,000,000 to the Buyer at or before the Lot 6-2 Closing to fund the Buyer's payment of the Purchase Price required to be paid at the Lot 6-2 Closing. The commitment shall also provide for an interest rate customary and usual for an unsecured loan to a municipality with good credit rating and shall not require that the Lot 6-2 Premises constitute collateral for the loan.

B. The aforesaid Conditions Precedent (i) and (ii) are for the exclusive benefit of the Buyer, any of which may be waived by the Buyer, in whole or in part, in its sole discretion. The aforesaid Conditions Precedent (iii) and (iv) are for the mutual benefit of the Sellers and the Buyer and may be waived only by the written consent of both the Sellers and the Buyer.

C. In the event that either party delivers to the other party written notice within three (3) days after the expiration of the Due Diligence Period that one or more of the Conditions Precedent have not been satisfied in accordance with its terms, then this Agreement will terminate, the Deposit will be returned to the Buyer and neither party shall have any further rights against or obligations to the other except for those rights and obligations which expressly survive the termination of this Agreement by their terms. In the event neither party delivers to the other such timely written notice, then the Conditions Precedent shall be deemed waived and no longer be conditions precedent to the Buyer's obligation to close on the purchase of Lot 6-2.

D. In the event the Lot 6-2 Closing does not occur for any reason, except for the Sellers' default, then the Buyer shall provide the Sellers with copies of all documentation obtained by the Buyer or provided to the Buyer in connection with the Buyer's actions with respect to the Conditions Precedent; provided, that all such documentation shall be provided by the Buyer to the Sellers without warranties or representations by the Buyer of any kind or nature.

9. **Items to be Delivered at Closing by Sellers.** At the Lot 6-2 Closing, Kevin G. Curran shall provide and/or provide and execute and deliver to the Buyer each of the following items:

- (a) A duly executed warranty deed of Lot 6-2, excluding the options, conveying good and clear record and marketable title thereto in fee simple absolute, free of all encumbrances except for the Permitted Encumbrances applicable to Lot 6-2;
- (b) Evidence satisfactory to the Buyer, current as of the Closing, that all real estate taxes affecting Lot 6-2, which are due and payable at or before the Lot 6-2 Closing have been paid or are paid from the Lot 6-2 Closing proceeds in accordance with this Agreement (except for any Current Use Tax);

- (c) An affidavit verifying the non-existence of mechanic's liens and materialmen's liens relating to Lot 6-2 and the non-existence, to the best of the Sellers' knowledge, of parties in possession, leasehold, rental, occupancy or use rights to Lot 6-2; and
- (d) Documents required by the Internal Revenue Service and/or New Hampshire Department of Revenue Administration relative to the sale and conveyance of real estate, including a W-9 form and Form CD-57-S.

10. **Condemnation.** In the event that all or a portion of Lot 6-2 is the subject of condemnation or eminent domain proceedings prior to the Lot 6-2 Closing, then either party may terminate this Agreement in which case the Buyer shall receive back the Deposit with neither party having any further rights against or obligations to the other, except for those rights and obligations which expressly survive the termination of this Agreement by their terms.

11. **AS IS.** Provided the Lot 6-2 Closing occurs, the Buyer shall be deemed to have accepted Lot 6-2 "AS IS" and "WITH ALL FAULTS", whether known or unknown, and without warranties or representations of any kind or nature, as to the condition of Lot 6-2 or otherwise, except for the warranties of title referenced in the deed of Lot 6-2.

12. **Default.**

A. If the Sellers default in their obligations under this Agreement prior to the Lot 6-2 Closing, then the Buyer shall have the right to either (a) receive back the Deposit and terminate this Agreement, with neither party having any further rights against or obligations to the other, or (b) bring a suit for specific performance; provided, that the Buyer may not bring any suit or action for damages of any kind or nature, including, without limitation, direct damages, indirect damages, compensatory damages, consequential damages, or punitive damages. The parties agree that this limitation on remedies available to the Buyer is a fundamental, agreed-upon element of this Agreement, reasonable and enforceable. Notwithstanding the forgoing, the Buyer may enforce all of its rights and remedies against the Sellers with respect to the Sellers' representations and obligations under ARTICLE I, Section 8 and ARTICLE IV, Section 1 of this Agreement, which rights and obligations expressly survive the termination of this Agreement by their terms.

B. If the Buyer defaults in its obligations under this Agreement prior to the Lot 6-2 Closing, then the Buyer's rights under this Agreement shall terminate, the Escrow Agent shall release and disburse to Kevin G. Curran the Deposit, which may be permanently retained by Kevin G. Curran, and the Sellers shall receive automatically (by operation of this Agreement and law) all of the Buyer's right, title and interest in and to all information and documentation obtained by the Buyer pursuant to its undertakings in connection with ARTICLE I, Section 8 above, all as reasonable, agreed-upon liquidated damages, as the Sellers' sole right and remedy at law and equity, the parties agreeing that actual damages are difficult or impossible to ascertain. Notwithstanding the foregoing, the Sellers may enforce their rights and remedies against the Buyer with respect to the Buyer's representations and obligations under ARTICLE IV, Section 1 and ARTICLE IV, Section 4 of this Agreement, which rights and obligations expressly survive the termination of this Agreement by their terms.

C. In the event that either party defaults under this Agreement after the Lot 6-2 Closing or breaches their or its representations and warranties under this Agreement after the Lot 6-2 Closing, then the other party shall have all rights and remedies available to it at law and equity.

## **ARTICLE II. Exercise of the Lot 6-9 Option and Sale of Lot 6-9**

1. **Exercise of Option.** The Buyer may, at its sole discretion, exercise the Lot 6-9 Option at any time on or before July 10, 2023. To effect such exercise, the Buyer shall provide Sellers (no later than July 10, 2023) with written notice of such exercise.

2. **Agreement to Sell and Purchase.** In the event the Buyer has timely and dutifully exercised the Lot 6-9 Option, has closed on the acquisition of Lot 6-2 and is not in default of this Agreement, then the Sellers agree to sell and convey and the Buyer agrees to purchase Lot 6-9, upon the terms and conditions set forth in this Agreement.

3. **Purchase Price.** The purchase price for Lot 6-9 is Two Million Dollars (\$2,000,000) (U.S.) (the "Lot 6-9 Purchase Price") and shall be paid by the Buyer to the Sellers as follows:

- (a) Application of the Lot 6-9 Option Payment (\$50,000) at the Lot 6-9 Closing (defined in ARTICLE II, Section 6(A) below); and
- (b) The sum of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000) in certified check, bank check, wire transfer of immediately available funds or other method of payment, as determined by the Sellers, which payment shall be made at the Lot 6-9 Closing;

4. **Title and Deed.** At the Lot 6-9 Closing, the Sellers shall convey Lot 6-9 to the Buyer by warranty deed, conveying and assuring a good and clear record and marketable title thereto, free and clear of all liens and encumbrances, except for (i) the Permitted Encumbrances (applicable to Lot 6-9); and (ii) the Lot 6-9 Update Permitted Encumbrances (defined in ARTICLE II, Section 5(B) below).

5. **Examination of Title.**

A. The Buyer previously performed an examination of title of the Premises, resulting in the issuance of the Title Report. Provided the Buyer closed on the acquisition of Lot 6-2, the Buyer is deemed to have found the Title Report acceptable and is deemed to have accepted (without cure) any Objections that have not been cured. Thereupon, the Buyer will have waived any Objections that pertain to Lot 6-9 and/or Lot 6-7, and at the Lot 6-9 Closing and the Lot 6-7 Closing, the Buyer will accept title to Lot 6-9 and Lot 6-7 subject to those (uncured) Objections that pertain to Lot 6-9 or Lot 6-7, respectively.

B. No later than July 15, 2023, the Buyer shall update title to Lot 6-9 for the period covering the date of recording of the deed of Lot 6-2 through July 14, 2023 and will generate



a written report thereof (the "Lot 6-9 Title Update"). In the Lot 6-9 Title Update, the Buyer shall identify (i) any defects in title, encumbrances or other matters which would render title unmarketable that were recorded after the date of recording of the deed to the Buyer of Lot 6-2 (collectively, the "Lot 6-9 Update Objections") and (ii) any mortgages, liens or other financial encumbrances that were recorded after the date of recording of the deed to the Buyer of Lot 6-2 (the "Lot 6-9 Update Financial Encumbrances"). In the Lot 6-9 Title Update, the Buyer shall also identify those matters of title relative to which the Buyer has no objections as to Lot 6-9 (the "Lot 6-9 Update Permitted Encumbrances").

C. The Sellers shall use good faith efforts to remove or correct the Lot 6-9 Update Objections no later than July 27, 2023; provided, however, that the Sellers shall not be obligated to pursue such efforts if the aggregate cost thereof, including reasonable attorney's fees and expenses, exceeds or is reasonably anticipated to exceed \$10,000.

D. In the event the Sellers are unable to remove the Lot 6-9 Update Objections by July 27, 2023 as referenced in ARTICLE II, Section 5(C) above then the Buyer may (i) terminate this Agreement and neither party having any further rights against or obligations to the other under this Agreement (except for those rights and obligations which expressly survive the termination of this Agreement by their terms) or (ii) the Buyer may elect to complete the Lot 6-9 Closing and accept such title to Lot 6-9 as the Sellers may convey, subject to (i) the Objections applicable to Lot 6-9 and (ii) the Lot 6-9 Update Objections, without any diminution in the Lot 6-9 Purchase Price.

6. **Closing of Lot 6-9.**

A. The deed of Lot 6-9 shall be executed and delivered by the Seller to the Buyer, and the Buyer shall tender the Lot 6-9 Purchase Price to the Seller (in the form and manner set forth in ARTICLE II, Section 3 above) at a closing (the "Lot 6-9 Closing"). The Lot 6-9 Closing shall be held on or before July 31, 2023. The Lot 6-9 Closing shall be held at the offices of Winer and Bennett, LLP, 402 Amherst Street, Suite 302, Nashua, New Hampshire, or such other location as may be mutually agreed upon by the Buyer's counsel and the Sellers' counsel. The Lot 6-9 Closing may be held as a closing "at the table" or remotely, or by exchange of documents; provided, the Lot 6-9 Closing shall not be deemed to have been completed until the deed of Lot 6-9 is duly recorded and funds have been disbursed from the Lot 6-9 Closing to the Sellers pursuant to the settlement statement executed by the parties. The Lot 6-9 Closing shall occur at 11:00 a.m. on a business day or at a time mutually acceptable to the parties.

B. The Sellers' obligations under this Agreement with respect to Lot 6-9 are merged with the delivery of the deed of Lot 6-9 by the Sellers to the Buyer at the Lot 6-9 Closing, which shall constitute the Sellers' full performance of their obligations under this Agreement with respect to Lot 6-9, except for those obligations which expressly survive the Lot 6-9 Closing.

7. **Transfer Tax.** The parties shall bear their respective shares, if any, of the transfer tax assessed under RSA Ch. 78-B.

8. **Conditions Precedent to Lot 6-9 Closing.**

A. The Buyer's obligation to close on the purchase of Lot 6-9 under this Agreement is subject to each of the following conditions precedent (collectively, the "Lot 6-9 Conditions Precedent"):

- (i) If required by the Buyer's lender or at the discretion of the Buyer, on or before July 15, 2023, the Buyer may update its so-called Phase I environmental assessment of Lot 6-9 for matters that have arisen or accrued after the date of the environmental assessment issued for the Premises. In the event the Buyer did not undertake a Phase I environmental assessment of the Premises, then no such update of an environmental assessment shall be undertaken. If duly undertaken, such update of the Phase I environmental assessment shall be reasonably satisfactory to the Buyer and its lender ;
- (ii) On or before July 15, 2023, the Buyer receives the Lot 6-9 Title Update, the results of which are satisfactory to the Buyer;
- (iii) Prior to the date of the Lot 6-9 Closing, Lot 6-9 is in the same or substantially same physical condition as of the Execution Date, including but not limited to the continued presence of all natural resources such as timber, sand, and/or minerals;
- (iv) No later than June 30, 2023, the Buyer has completed the Lot 6-2 Closing and acquired title to Lot 6-2; and
- (v) No later than July 15, 2023, Buyer has obtained a written commitment for acquisition financing from an institutional lender doing business in New Hampshire or has submitted an application to the New Hampshire Municipal Bond Bank (either, the "Lot 6-9 Lender"), in the amount of \$2,000,000, which written commitment or reply to such application confirms that the Lot 6-9 Lender will disburse the sum of \$2,000,000 to the Buyer at or before the Lot 6-9 Closing to fund the Buyer's payment of the Lot 6-9 Purchase Price required to be paid at the Lot 6-9 Closing. The commitment shall also provide for an interest rate customary and usual for an unsecured loan to a municipality with good credit rating and shall not require that the Lot 6-9 Premises constitute collateral for the loan.

B. The aforesaid Conditions Precedent (i) through (iii) are for the exclusive benefit of the Buyer, any of which may be waived by the Buyer, in whole or in part, in its sole discretion. The aforesaid Conditions Precedent (iv) through (v) are for the mutual benefit of the Sellers and the Buyer and may be waived only by the written consent of both the Sellers and the Buyer.

C. In the event either party delivers to the other party written notice by July 23, 2023 that one or more of the Lot 6-9 Conditions Precedent have not been satisfied in accordance with

its terms, then this Agreement will terminate and neither party shall have any further rights against or obligations to the other, except for those rights and obligations which expressly survive the termination of this Agreement by their terms. In the event neither party timely delivers such written notice, then the Lot 6-9 Conditions Precedent shall be deemed waived by the Buyer and shall no longer be conditions precedent to the Buyer's obligation to close on the purchase of Lot 6-9.

D. In the event the Lot 6-9 Closing does not occur for any reason, except for the Sellers' default, then the Buyer shall provide the Sellers with copies of all documentation obtained by the Buyer or provided to the Buyer in connection with the Buyer's actions with respect to the Lot 6-9 Conditions Precedent; provided, that all such documentation shall be provided by the Buyer to the Sellers without warranties or representations by the Buyer of any kind or nature.

9. **Items to be Delivered at the Lot 6-9 Closing by Sellers.** At the Lot 6-9 Closing, the Sellers shall provide and/or provide and execute and deliver to the Buyer each of the following items:

- (a) A duly executed warranty deed of Lot 6-9 conveying good and clear record and marketable title thereto in fee simple absolute, free of all encumbrances except for (i) the Permitted Encumbrances applicable to Lot 6-9 and (ii) the Lot 6-9 Update Permitted Encumbrances;
- (b) Evidence satisfactory to the Buyer, current as of the Lot 6-9 Closing, that all real estate taxes affecting Lot 6-9, which are due and payable at or before the Lot 6-9 Closing have been paid or are paid from the Lot 6-9 Closing proceeds in accordance with this Agreement (except for any Current Use Tax);
- (c) An affidavit verifying the non-existence of mechanic's liens and materialmen's liens relating to Lot 6-9 and the non-existence, to the best of the Sellers' knowledge, of parties in possession, leasehold, rental, occupancy or use rights to Lot 6-9; and
- (d) Documents required by the Internal Revenue Service and/or New Hampshire Department of Revenue Administration relative to the sale and conveyance of real estate, including a W-9 form and Form CD-57-S.

10. **Condemnation.** In the event that all or a portion of Lot 6-9 is the subject of condemnation or eminent domain proceedings prior to the Lot 6-9 Closing, then either party may terminate this Agreement, with neither party having any further rights against or obligations to the other, except for those rights and obligations which expressly survive the termination of this Agreement.

11. **AS IS.** Provided the Lot 6-9 Closing occurs, the Buyer shall be deemed to have accepted Lot 6-9 "AS IS" and "WITH ALL FAULTS", whether known or unknown, and without warranties or representations of any kind or nature, as to the condition of Lot 6-9 or otherwise, except for the warranties of title referenced in the deed of Lot 6-9.

12. **Default.**

A. If the Sellers default in their obligations under this Agreement after the Lot 6-2 Closing and prior to the Lot 6-9 Closing, then the Buyer shall have the right to either (a) terminate this Agreement, with neither party having any further rights against or obligations to the other, and receive back the Lot 6-9 Option Payment and the Lot 6-7 Option Payment, or (b) bring a suit for specific performance; provided, that the Buyer may not bring any suit or action for damages of any kind or nature, including, without limitation, direct damages, indirect damages, compensatory damages, consequential damages, or punitive damages, except for the return of the Lot 6-9 Option Payment and the Lot 6-7 Option Payment. The parties agree that this limitation on remedies available to the Buyer is a fundamental, agreed-upon element of this Agreement, reasonable and enforceable. Notwithstanding the foregoing, the Buyer may enforce all of its rights and remedies against the Sellers with respect to the Sellers' representations and obligations under ARTICLE IV, Section 1 of this Agreement, which rights and obligations expressly survive the termination of this Agreement by their term.

B. If the Buyer defaults in its obligations under this Agreement after the Lot 6-2 Closing and prior to the Lot 6-9 Closing, then the Buyer's rights under this Agreement shall terminate and the Sellers shall receive automatically (by operation of this Agreement and law) all of the Buyer's right, title and interest in and to all information and documentation obtained by the Buyer pursuant to its undertakings in connection with ARTICLE II, Section 8 above, all as reasonable, agreed-upon liquidated damages, as the Sellers' sole right and remedy at law and equity, the parties agreeing that actual damages are difficult or impossible to ascertain. Notwithstanding the foregoing, the Sellers may enforce their rights and remedies against the Buyer with respect to the Buyer's representations and obligations under ARTICLE IV, Section 1 and ARTICLE IV, Section 4 of this Agreement, which rights and obligations expressly survive the termination of this Agreement by their terms. The parties further agree that the Seller(s) will have received the Lot 6-9 Option Payment and the Lot 6-7 Option Payment and have no obligation to return the same.

**ARTICLE III. Exercise of the Lot 6-7 Option and Sale of Lot 6-7**

1. **Exercise of Option.** The Buyer may, at its sole discretion, exercise the Lot 6-7 Option at any time on or before July 8, 2024. To effect such exercise, the Buyer shall provide Sellers (no later than July 8, 2024) with written notice of such exercise.

2. **Agreement to Sell and Purchase.** In the event the Buyer has timely and dutifully exercised the Lot 6-7 Option, has closed on the purchase of Lot 6-2, has closed on the purchase of Lot 6-9, and is not in default of this Agreement, then Kevin G. Curran agrees to sell and convey and the Buyer agrees to purchase Lot 6-7 ("the Lot 6-7 Premises"), upon the terms and conditions set forth in this Agreement.

3. **Purchase Price.** The purchase price for Lot 6-7 is One Million Four Hundred Thousand Dollars (\$1,400,000) (U.S.) (the "Lot 6-7 Purchase Price") and shall be paid by the Buyer to the Kevin G. Curran as follows:

- (a) Application of the Lot 6-7 Option Payment (\$50,000) at the Lot 6-7 Closing (defined in ARTICLE III, Section 6(A) below); and
- (b) The sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) in certified check, bank check, wire transfer of immediately available funds or other method of payment, as determined by Kevin G. Curran, which payment shall be made at the Lot 6-7 Closing;

4. **Title and Deed.** At the Lot 6-7 Closing, Kevin G. Curran shall convey Lot 6-7 to the Buyer by warranty deed, conveying and assuring a good and clear record and marketable title thereto, free and clear of all liens and encumbrances, except for (i) the Permitted Encumbrances (applicable to Lot 6-7) and (ii) the Lot 6-7 Update Permitted Encumbrances (defined in Article III, Section 5(B) below).

5. **Examination of Title.**

A. The Buyer previously performed an examination of title of the Premises, resulting in the issuance of the Title Report. Provided the Buyer closed on the acquisition of Lot 6-2, the Buyer is deemed to have found the Title Report acceptable and is deemed to have accepted (without cure) any Objections that have not been cured. Thereupon, the Buyer will have waived any Objections that pertain to Lot 6-9 and/or Lot 6-7, and at the Lot 6-7 Closing the Buyer will accept title to Lot 6-7 subject to those Objections that pertain to Lot 6-7.

B. No later than June 30, 2024, the Buyer shall update title to Lot 6-7 for the period covering the date of recording of the deed of Lot 6-2 to the Buyer through June 29, 2024 and generate a written report thereof (the "Lot 6-7 Title Update"). In the Lot 6-7 Title Update the Buyer shall identify (i) any defects in title, encumbrances or other matters which would render title unmarketable that were recorded after the date of recording of the deed to the Buyer of Lot 6-2 (collectively the "Lot 6-7 Update Objections") and (ii) any mortgages, liens or other financial encumbrances that were recorded after the date of recording of the deed to the Buyer of Lot 6-2 (the "Lot 6-7 Update Financial Encumbrances"). In the Lot 6-7 Title Update, the Buyer shall also identify those matters of title relative to which the Buyer has no objections as to Lot 6-7 (the "Lot 6-7 Update Permitted Encumbrances").

C. Kevin G. Curran shall use good faith efforts to remove or correct the Lot 6-7 Update Objections in or within thirty (30) days of receipt of the Lot 6-7 Update Report; provided, however, that the Sellers shall not be obligated to pursue such efforts if the aggregate cost thereof, including reasonable attorney's fees and expenses, exceeds or is reasonably anticipated to exceed \$10,000.

D. In the event Kevin G. Curran is unable to remove the Lot 6-7 Update Objections within the thirty (30) day time period referenced in ARTICLE III, Section 5(C) above then the Buyer may (i) terminate this Agreement neither party having any further rights against or obligations to the other under this Agreement (except for those rights and obligations which expressly survive the termination of this Agreement by their terms) or (ii) the Buyer may elect to complete the Lot 6-7 Closing and accept such title to Lot 6-7 as Kevin G. Curran may convey,

subject to (i) the Objections applicable to Lot 6-7 and (ii) the Lot 6-7 Update Objections, without any diminution in the Lot 6-7 Purchase Price.

6. **Closing of Lot 6-7.**

A. The deed of Lot 6-7 shall be executed and delivered by the Sellers to the Buyer, and the Buyer shall tender the Lot 6-7 Purchase Price to the Sellers (in the form and manner set forth in ARTICLE III, Section 3 above) at a closing (the "Lot 6-7 Closing"). The Lot 6-7 Closing shall be held on or before July 31, 2024. The Lot 6-7 Closing shall be held at the offices of Winer and Bennett, LLP, 402 Amherst Street, Suite 302, Nashua, New Hampshire, or such other location as may be mutually agreed upon by the Buyer's counsel and the Sellers' counsel. The Lot 6-7 Closing may be held as a closing "at the table" or remotely, or by exchange of documents; provided, the Lot 6-7 Closing shall not be deemed to have been completed until the deed of Lot 6-7 is duly recorded and funds have been disbursed from the Lot 6-7 Closing to the Sellers pursuant to the settlement statement executed by the parties. The Lot 6-7 Closing shall occur at 11:00 a.m. on a business day or at a time mutually acceptable to the parties.

B. The Sellers' obligations under this Agreement are merged with the delivery of the deed of Lot 6-7 by the Sellers to the Buyer at the Lot 6-7 Closing, which shall constitute the Sellers' full performance of their obligations under this Agreement with respect to Lot 6-7, except for those obligations which expressly survive the Lot 6-7 Closing.

7. **Transfer Tax.** The parties shall bear their respective shares, if any, of the transfer tax assessed under RSA Ch. 78-B.

8. **Conditions Precedent.**

A. The Buyer's obligation to close on the purchase of Lot 6-7 under this Agreement is subject to each of the following conditions precedent (collectively, the "Lot 6-7 Conditions Precedent"):

- (i) If required by the Buyer's lender or at the discretion of the Buyer, on or before June 30, 2024, the Buyer may update its so-called Phase I environmental assessment of Lot 6-7 for matters that have arisen or accrued after the date of the environmental assessment issued for the Premises. In the event the Buyer did not undertake a Phase I environmental assessment of the Premises, then no such update of an environmental assessment shall be undertaken. If duly undertaken, such update of the Phase I environmental assessment shall be reasonably satisfactory to the Buyer and its lender;
- (ii) On or before June 30, 2024, the Buyer receives the Lot 6-7 Title Update, the results of which are satisfactory to the Buyer;
- (iii) Prior to the date of the Lot 6-7 Closing, Lot 6-7 is in the same or substantially same physical condition as of the Execution Date, including but not limited to

the continued presence of all natural resources such as timber, sand, and/or minerals;

- (iv) No later than June 30, 2023, the Buyer has completed the Lot 6-2 Closing and acquired title to Lot 6-2;
- (v) No later than July 31, 2023, the Buyer has completed the Lot 6-9 Closing and acquired title to Lot 6-9; and
- (vi) No later than July 1, 2024, the Buyer has obtained a written commitment for acquisition financing from an institutional lender doing business in New Hampshire or has submitted an application to the New Hampshire Municipal Bond Bank (either, the "Lot 6-7 Lender"), in the amount of \$1,400,000, which written commitment or reply to such application confirms that the Lot 6-7 Lender will disburse the sum of \$1,400,000 to the Buyer at or before the Lot 6-7 Closing to fund the Buyer's payment of the Lot 6-7 Purchase Price required to be paid at the Lot 6-7 Closing. The commitment shall also provide for an interest rate customary and usual for an unsecured loan to a municipality with good credit rating and shall not require that the Lot 6-7 Premises constitute collateral for the loan.

B. The aforesaid Conditions Precedent (i) through (iii) are for the exclusive benefit of the Buyer, any of which may be waived by the Buyer, in whole or in part, in its sole discretion. The aforesaid Conditions Precedent (iv) through (vi) are for the mutual benefit of the Sellers and the Buyer and may be waived only by the written consent of both the Sellers and the Buyer.

C. In the event either party delivers to the other party written notice by July 24, 2024 that one or more of the Lot 6-7 Conditions Precedent have not been satisfied in accordance with its terms, then this Agreement will terminate, and neither party shall have any further rights against or obligations to the other except for those rights and obligations which expressly survive the termination of this Agreement by their terms. In the event neither party delivers such written notice, then the Lot 6-7 Conditions Precedent shall be deemed waived by the Buyer and shall no longer be conditions precedent to the Buyer's obligation to close on the purchase of Lot 6-7.

D. In the event the Lot 6-7 Closing does not occur for any reason, except for the Sellers' default, then the Buyer shall provide the Sellers with copies of all documentation obtained by the Buyer or provided to the Buyer in connection with the Buyer's actions with respect to the Lot 6-7 Conditions Precedent; provided, that all such documentation shall be provided by the Buyer to the Sellers without warranties or representations by the Buyer of any kind or nature.

9. **Items to be Delivered at the Lot 6-7 Closing by Sellers.** At the Lot 6-7 Closing, Kevin G. Curran shall provide and/or provide and execute and deliver to the Buyer each of the following items:

- (a) A duly executed warranty deed of Lot 6-7 conveying good and clear record and marketable title thereto in fee simple absolute, free of all encumbrances except for (i) the Permitted Encumbrances applicable to Lot 6-7 and (ii) the Lot 6-7 Update Permitted Encumbrances;
- (b) Evidence satisfactory to the Buyer, current as of the Lot 6-7 Closing, that all real estate taxes affecting Lot 6-7, which are due and payable at or before the Lot 6-7 Closing have been paid or are paid from the Lot 6-7 Closing proceeds in accordance with this Agreement (except for any Current Use Tax);
- (c) An affidavit verifying the non-existence of mechanic's liens and materialmen's liens relating to Lot 6-7 and the non-existence, to the best of the Sellers' knowledge, of parties in possession, leasehold, rental, occupancy or use rights to Lot 6-7 ; and
- (d) Documents required by the Internal Revenue Service and/or New Hampshire Department of Revenue Administration relative to the sale and conveyance of real estate, including a W-9 form and Form CD-57-S.

10. **Condemnation.** In the event that all or a portion of Lot 6-7 is the subject of condemnation or eminent domain proceedings prior to the Lot 6-7 Closing, then either party may terminate this Agreement, with neither party having any further rights against or obligations to the other, except for those rights and obligations which expressly survive the termination of this Agreement.

11. **AS IS.** Provided the Lot 6-7 Closing occurs, the Buyer shall be deemed to have accepted Lot 6-7 "AS IS" and "WITH ALL FAULTS", whether known or unknown, and without warranties or representations of any kind or nature, as to the condition of Lot 6-7 or otherwise, except for the warranties of title referenced in the deed of the Lot 6-7 Premises.

12. **Default.**

A. If the Sellers default in their obligations under this Agreement after the Lot 6-9 Closing and prior to the Lot 6-7 Closing, then the Buyer shall have the right to either (a) terminate this Agreement, with neither party having any further rights against or obligations to the other and receive back the Lot 6-7 Option Payment, or (b) bring a suit for specific performance; provided, that the Buyer may not bring any suit or action for damages of any kind or nature, including, without limitation, direct damages, indirect damages, compensatory damages, consequential damages, or punitive damages, except for the return of the Lot 6-7 Option Payment. The parties agree that this limitation on remedies available to the Buyer is a fundamental, agreed-upon element of this Agreement, reasonable and enforceable. Notwithstanding the forgoing, the Buyer may enforce all of its rights and remedies against the Sellers with respect to the Sellers' representations and obligations under ARTICLE IV, Section 1 of this Agreement, which rights and obligations expressly survive the termination of this Agreement by their terms.



B. If the Buyer defaults in its obligations under this Agreement after the Lot 6-9 Closing and prior to the Lot 6-7 Closing, then the Buyer's rights under this Agreement shall terminate and the Sellers shall receive automatically (by operation of this Agreement and law) all of the Buyer's right, title and interest in and to all information and documentation obtained by the Buyer pursuant to its undertakings in connection with ARTICLE III, Section 8 above, all as reasonable, agreed-upon liquidated damages, as the Sellers' sole right and remedy at law and equity, the parties agreeing that actual damages are difficult or impossible to ascertain. Notwithstanding the foregoing, the Sellers may enforce their rights and remedies against the Buyer with respect to the Buyer's representations and obligations under ARTICLE IV, Section 1 and ARTICLE IV, Section 4 of this Agreement, which rights and obligations expressly survive the termination of this Agreement by their terms. The parties further agree that the Seller(s) will have received the Lot 6-9 Option Payment and the Lot 6-7 Option Payment and have no obligation to return the same.

#### **ARTICLE IV. General Terms and Conditions**

1. **Brokers.** Each party represents to the other that no broker or agent has brought about this sale on their or its behalf and each party shall indemnify and hold harmless the other from any demand, claim or suit by any person claiming a fee or commission through them or it as a result of this transaction. The parties' representations and obligations under this ARTICLE IV, Section 1 shall survive the Lot 6-2 Closing, the Lot 6-9 Closing, the Lot 6-7 Closing or the termination of this Agreement, as the case may be.

2. **Proration.** Real estate taxes assessed against Lot 6-2, Lot 6-9, and/or Lot 6-7, (except for any Current Use Tax (defined in Article IV, Section 3 below)) shall be prorated as of the date of the respective lot closings. The parties' obligations under this ARTICLE IV, Section 2 shall survive the Lot 6-2, Lot 6-9, and Lot 6-7 Closings.

3. **Current Use.** The Buyer acknowledges that all or part of the Premises are subject to open space or current use land classification under RSA Ch. 79-A classification. Any land use change tax, assessment or penalty ("Current Use Tax") imposed under RSA Ch. 79-A whenever assessed, shall be the sole responsibility and liability of the Buyer.

4. **Access and Insurance.**

A. The Sellers hereby grant to the Buyer and its lender(s), their agents and contractors, access to the Premises to undertake such activities as are customary and usual in connection with a so-called Phase I environmental assessment.

B. Prior to entering the Premises, the Buyer and its lender(s) shall provide the Sellers with evidence of liability insurance (written on an occurrence basis) in the amount of at least \$1,000,000 per occurrence for the acts or omissions of the Buyer. Such insurance shall list the Sellers as an additional insured thereon but only to the extent liability is based solely on the negligence or wrongful act of the Buyer. The additional insured status is limited to bodily injury and property damage losses. The limit for the additional insured status is \$1,000,000 per occurrence and \$1,000,000 aggregate. Any negligence or wrongful acts of the Sellers are not

covered. In addition, prior to entering the Premises, the Buyer shall cause its agents and contractors (who are to enter the Premises) to provide the Sellers with evidence of liability insurance (written on an occurrence basis) in the amount of at least \$1,000,000 per occurrence for the acts or omissions of such agents and contractors. Such insurance shall remain in effect through the date of the Lot 6-7 Closing or the termination of this Agreement, as the case may be.

C. The Buyer, its lender(s) and their agents and contractors shall not undertake any invasive tests at the Premises, including, without limitation, shall not undertake any test pits, make test borings, take soil samples or other material samples at or from the Premises.

D. The Buyer shall bear all risks and liabilities arising from its activities, and the activities of its agents and contractors, the activities of its lender(s) and their agents and contractors, at or about the Premises. The Buyer hereby indemnifies, defends and saves the Sellers harmless from and against any and all claims, demands or causes of action and any other liability, damage, cost or expense resulting from damage or injury to persons or property caused by the Buyer, its agents or contractors, its lender(s) and their agents and contractors while on the Premises.

E. The Buyer's obligations under this ARTICLE IV, Section 4 shall survive the Lot 6-2 Closing, the Lot 6-9 Closing, the Lot 6-7 Closing, or the termination of this Agreement, as the case may be.

5. **Merger.** All representations, statements and agreement heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses its respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.

6. **Applicable Law.** The parties agree this Agreement shall be interpreted and enforced according to the laws of the State of New Hampshire.

7. **Assignability.** The Buyer may not assign its rights or delegate its duties under this Agreement except with the express, prior written consent of the Sellers, which consent may be given or not given by the Sellers in their sole discretion.

8. **Counsel.**

A. Each party represents to the other that they and it have had the opportunity to consult with independent legal counsel in connection with this Agreement and the transaction contemplated hereby. Without limitation to the foregoing, the Sellers recognize that Thomas F. Quinn, Esquire of Milford, New Hampshire and/or Steven Whitley, Esquire and the firm of Drummond Woodsum of Manchester, New Hampshire have acted solely as counsel for the Buyer and the Buyer recognizes that J. Bradford Westgate, Esquire and the law firm of Winer and Bennett, LLP of Nashua, New Hampshire, have acted solely as counsel for the Sellers.

B. The Buyer acknowledges that Winer and Bennett, LLP is acting both as counsel for the Sellers and as the Escrow Agent and may act in both capacities. In the event of any dispute involving any deposit hereunder or the acts of the Escrow Agent, Winer and Bennett, LLP (and J. Bradford Westgate, Esquire) may continue to represent the Sellers under this Agreement, notwithstanding any such disputes. This ARTICLE IV, Section 8(B) shall survive the termination of this Agreement or the closing of any portion of the Premises, as the case may be.

9. **Notices.** All notices shall be sent to the parties at the following respective addresses, or such other addresses as each party shall have provided the other in writing:

Sellers: Kevin G. Curran  
Claudine B. Curran  
73 Blood Road  
P.O. Box 806  
Hollis, New Hampshire 03049  
Email: [kevin@curranman.com](mailto:kevin@curranman.com)

With copy to: J. Bradford Westgate, Esquire  
Winer and Bennett, LLP  
402 Amherst Street, Suite 302  
Nashua, New Hampshire 03063  
E-mail: [jbwestgate@winerbennett.com](mailto:jbwestgate@winerbennett.com)

Buyer: Town of Amherst  
Town Hall  
2 Main Street  
Amherst, New Hampshire 03031  
Attn: Town Administrator  
Email: [dshankle@amherstnh.gov](mailto:dshankle@amherstnh.gov)

With copy to: Thomas F. Quinn, Esquire  
62 Elm Street, #2  
Milford, New Hampshire 03055  
Email: [TQuinn@tfqtitle.com](mailto:TQuinn@tfqtitle.com)

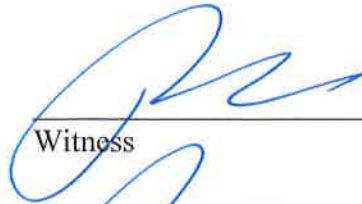
Steven M. Whitley, Esquire  
Drummond Woodsum & MacMahon  
670 N. Commercial Street, Suite 207  
Manchester, New Hampshire 03101  
Email: [swhitley@dwmlaw.com](mailto:swhitley@dwmlaw.com)

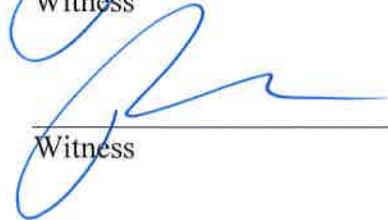
10. **Time.** Time is of the essence of all dates and time periods of this Agreement.


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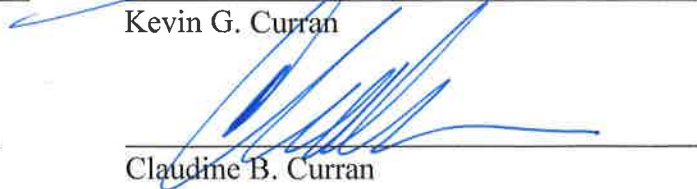
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the Execution Date.

Sellers:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Kevin G. Curran

  
\_\_\_\_\_  
Claudine B. Curran

Buyer:

Town of Amherst

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Dean Shankle, Town Administrator