

## **Addendum to Purchase and Sale Agreement**

### **RAE BROOK FARM SUBDIVISION**

The following are disclosures required by JUS 1304.08 and JUS 1304 (7-16):

1. The Town of Hooksett has agreed to accept the subdivision's access road as a public road upon completion of the construction of the approved road. The Town will, therefore, be responsible for maintaining the road.
2. All reasonable efforts will be made by the subdivider to extend potable water, sanitary sewage disposal, and electricity to each lot at the time of closing.
3. The subdivision water supply will be provided by the Town of Hooksett. Therefore, no assurances can be made by the subdivider regarding the availability of the water supply. Each lot is approved for the installation of a septic tank. These assurances do not survive the passing of title.
4. A warranty deed, free from monetary liens and encumbrances, shall be provided to the purchaser within 360 days after signing the purchase agreement or the agreement shall be voidable at the election of the purchaser. This is conditioned upon the purchaser successfully fulfilling all its obligations and adhering to all the terms of the agreement.
5. The purchasers will be provided an opportunity to conduct a personal inspection of the lot prior to signing the purchase and sale agreement. Proof of this opportunity is evidenced by the acceptance of this agreement.
6. The subdivision approval provided by the Town of Hooksett requires that the subdivider extend certain improvements to the lots, including a road, septic, electric, and water service.
- 7.

### **IMPORTANT NOTICE OF PURCHASER'S CANCELLATION RIGHTS**

New Hampshire law provides that you have an express and unqualified right to cancel your Purchase and Sales Agreement within five (5) calendar days from the date the agreement was entered into. If you elect to cancel, you may do so by written notice thereof hand-delivered or deposited in the United States mail, return receipt requested, within the five-day period, to the subdivider or to any agent of the subdivider; provided, however, that if you elect to mail the notice of cancellation, you must also provide the subdivider with telephonic notice of cancellation within the five-day period. Such cancellation shall be without penalty and any deposit made by you must be refunded in its entirety no later than ten (10) calendar days from the subdivider's receipt of your written notice of cancellation.

8. The Escrow Agent for this transaction shall be:

Attorney Daniel Kalinski  
16 Salmon Street  
Manchester, NH 03104

9. A purchaser of a lot may be subject to applicable impact fees to be imposed by the Town of Hooksett in connection with the permitting and issuance of a certificate of occupancy for any house built on the lot.