

Ex. 4

<b>ORIGINAL</b>	
N.H.P.U.C. Case No.	DW 09-267
Exhibit No.	#4
Witness	
DO NOT REMOVE FROM FILE	

**PURCHASE AND SALE AGREEMENT**

AGREEMENT made by and between Lamplighter Mobile Home Park, Limited Partnership, a New Hampshire limited partnership (hereinafter referred to as the "SELLER"), of 125 Lamplighter Park, Conway, New Hampshire, 03818 and Conway Village Fire District, a New Hampshire body politic and corporate located in the Towns of Conway and Albany (hereinafter referred to as the "BUYER"), with a business address 128 West Main Street, P.O. Box 342, Conway, New Hampshire, 03818-0342.

WHEREAS, the SELLER owns and operates Lamplighter Mobile Home Park (hereinafter referred to as the "PARK") a manufactured housing park located in Conway, New Hampshire, which is currently serviced by a private sewerage system; AND

WHEREAS, the BUYER owns and operates a municipal sewerage system to which the SELLER plans to connect; AND

WHEREAS, the SELLER desires to sell and the BUYER desires to purchase a small portion of the SELLER'S PARK property to accommodate a pump station for its expansion project, AND

WHEREAS, the parties have reached an agreement regarding various issues concerning the sewerage system which they desire to memorialize and have survive the closing;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for consideration herein expressed, the parties agree as follows:

1. Property to be Conveyed.

The SELLER agrees to sell, and the BUYER agrees to purchase, the real estate and any improvements thereon, consisting of approximately 0.27 acres as shown on a plan entitled "Lot Line Adjustment, Subdivision & Existing Conditions Plan Lamplighter Mobile Home Park Tax Map 262 Lot 83 White Mountain Highway Route 16 Conway, New Hampshire" prepared by CLD Consulting Engineers, Inc. dated April 2006, as revised, to be recorded in the Carroll County Registry of Deeds upon receipt of Town of Conway Planning Board approval, being a portion of the property conveyed to the SELLER by the Trustee's Deed of Stephen B. Darr dated August 10, 1993 and recorded in the Carroll County Registry of Deeds at Book 1539, Page 1482.

2. Purchase Price.

The purchase price for the property to be conveyed is Thirty-Three Thousand Eight

*[Handwritten signatures]*

Hundred Thirty-Seven Dollars and Fifty-Six Cents (\$33,837.56) payable by good and sufficient funds at closing.

3. Additional Consideration of BUYER.

In addition to monetary consideration set forth above, the BUYER agrees that it shall:

A. Waive all sewer connection fees for 242 existing build-able lots within Lamplighter Mobile Home Park.

B. Allow up to 25,000 gallons per day of sewage flow, on an average daily basis measured annually, collected within Lamplighter Mobile Home Park to be discharged to the Conway Village Fire District municipal sewer system until the new treatment plant is available to accept flow, at which time additional flow can be requested. *Billed at prevailing rates*

*JA  
EP  
jhb*

C. Provide a 10" PVC sewer stub for the SELLER to connect to at the edge of the State of New Hampshire highway passing, at the mouth of Lamplighter Drive, with an invert elevation equal to 11.5 ft below existing pavement grade.

D. Bear the cost of and construct the pump station infrastructure to be situated on the property to be conveyed, and maintain said property and pump station in a good and attractive condition and repair, as approved by the Conway Planning Board.

4. Consideration of SELLER.

In consideration of the BUYER'S obligations as set forth above, the SELLER agrees that it shall:

A. Connect the front (western) half of the PARK (133 existing units plus 1 existing community building) to the Conway Village Fire District municipal sewer within one (1) year of the initial operational capability of the Conway Village Fire District's Phase 1 Water and Wastewater Improvements Project.

B. Install a master wastewater flow meter for the PARK to monitor actual wastewater volumes discharged to the Conway Village Fire District municipal sewer, to be installed prior to the activation of the connection between the Park and the District.

C. Provide copies of total daily flow data from the master wastewater flow meter cited in Subparagraph B above to the Conway Village Fire District on a monthly basis.

*JA 14 jhb JET*

5. Subdivision Approval.

The parties' respective obligations under this Agreement are subject to municipal subdivision approval and any other permitting requirements with respect to the parcel to be conveyed.

6. Condition of Property.

The Property is being conveyed AS IS.. The Seller hereby certifies that they have no knowledge of the presence of hazardous materials on the subject property.

7. Deed.

At the time of closing, the SELLER shall tender and the BUYER shall receive a Warranty Deed conveying good and marketable title to the Property referenced in Paragraph One of this Agreement. SELLER shall provide satisfactory evidence to BUYER of SELLER's authority to sell specific to the instant sale and transaction with appropriate corporate/partnership authority and resolutions to be provided at closing.

8. Title Search.

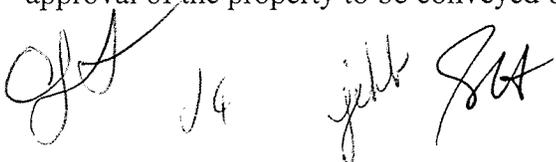
If the BUYER desires a title search, the same shall be arranged by and completed at the BUYER'S sole expense. If title is found to be unmarketable the BUYER may rescind this Agreement. If title is found to be unmarketable Seller shall be allowed a reasonable time to cure said defect. Easements, restrictions, covenants, or leases of record shall not interfere with the intended municipal uses and purposes of the Buyer as may be determined by Buyer's attorney. This shall be a contingency of the Buyer's obligation to purchase. Seller shall cooperate with Buyer to obtain or all required consents, subordinations or other releases that may be necessary if above shall affect Buyer's use of premises described and to be acquired.

9. Proration at Closing and Allocation of Costs.

Real estate taxes and any other assessments shall be prorated as of the date of closing.

10. Closing.

The closing shall occur within thirty (30) days following the granting of final subdivision approval of the property to be conveyed or the SELLER's acceptance of this Agreement,

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whichever is the latter.

11. Broker's Fees.

The parties represent and warrant that no brokerage fees are owed in conjunction with this transaction.

12. Breach of Agreement.

In the event that either party shall default in the performance of their obligations under the terms of this Agreement, the non-breaching party may pursue all its remedies at law or in equity, including specific performance. In that event, the non-breaching party shall be entitled to recover its costs, including reasonable attorneys' fees, from the breaching party.

13. Merger and Modification.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and may only be amended in writing, signed by the parties hereto.

14. Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties' respective successors, heirs and assigns.

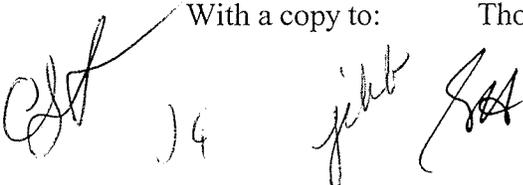
15. Situs.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

16. Notices. All notices required or permitted shall be deemed to have been duly given when delivered in hand or after mailing by first class mail, addressed to SELLER or BUYER, as the case may be, at their respective addresses set forth below:

If to BUYER: Conway Village Fire District  
Carl Thibodeau, Chairman  
Board of Commissioners  
128 West Main Street  
Conway, NH 03818

With a copy to: Thomas E. Dewhurst, III, Esquire

Handwritten signatures and initials, including a large signature on the left and several smaller ones below it.

The Law Offices of Thomas E. Dewhurst, III, PLLC  
23A Main Street, P.O. Box 518  
Conway, NH 03818-0518

If to SELLER: Lamplighter Limited Partnership, Ltd.  
c/o Gary Beers  
The Hynes Group  
3 Idelwood Lane, Suite 1  
Kittery, ME 03904

With a copy to: Lisa A. Rule, Esquire  
Bianco, PA  
18 Centre Street  
Concord, NH 03301

18. Survival of Terms.

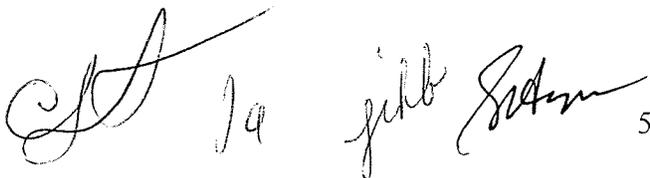
All provisions of this Agreement which, by their nature, cannot be performed prior to closing, including the provisions set forth in Paragraphs Three and Four hereof, shall remain in full force and effect until fully performed by the party so charged.

19. Counterparts.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Executed this 25 day of July 2008.

SELLER:  
Lamplighter Mobile Home Park Limited  
Partnership  
By: Lamplighter Mobile Home Park, Inc.,  
Its General Partner

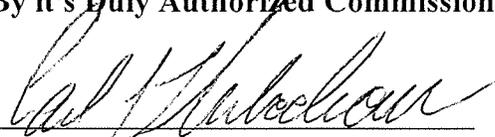


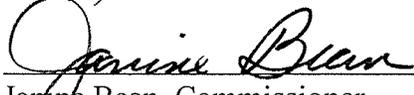
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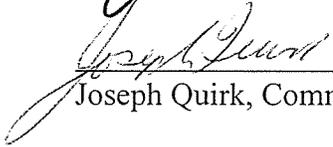
By:   
Stephen Hynes, Its President

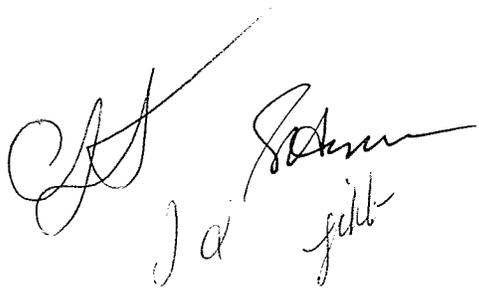
Executed this 10 day of July 2008.

**BUYER:**  
**CONWAY VILLAGE FIRE DISTRICT**  
By it's Duly Authorized Commissioners

  
Carl Thibodeau, Chairman

  
Janine Bean, Commissioner

  
Joseph Quirk, Commissioner

  
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