

AGREEMENT FOR REMOVAL OF
ABANDONED MANUFACTURED HOME
FORMERLY OWNED BY Alexis B. Perry

This Agreement is entered into this 2nd day of May, 2016, between Olde Towne Homeowners Cooperative, Inc.(hereinafter “OTHC”), with a principal place of business/principal address of 7 Hillside Dr. Allenstown, NH 03275 and the **TOWN OF ALLENSTOWN** (the “Town”), with an address of 16 School Street, Allenstown, NH 03275. It represents the understanding of the parties regarding the removal of the manufactured home formerly owned by Alexis B. Perry from OTHC land.

WHEREAS, OTHC purchased the property located at Map 407 Lot 26 (includes Map 407 Lot 26.26) in Allenstown, New Hampshire (the “Property”) by Deed recorded in the Merrimack County Registry of Deeds on February 21st, 2007; Book 2967, Page 146 and

WHEREAS, the Property currently has a manufactured home located on it. The manufactured home is abandoned. It was formerly owned by Alexis Perry and is described in the Town tax records as a “1979 14 X 70, serial number 79881” (the “Home”); located at 3 Woodlawn Dr. and

WHEREAS, Alexis Perry has conveyed the Home to OTHC on April 20th, 2016 by deed at Book 3512, Page 870, upon belief and information, she is alive and has disclaimed any ownership interest in the Home. She no longer resides in the Home and has stopped paying rent. Building Inspector Dana Pendergast examined the Home on May 2nd, 2016 and determined the Home is abandoned and

WHEREAS, the property taxes on the Home for tax years 2015 and 2016 in the amount of \$1,704.85 have not been paid and remain due and owing; and

WHEREAS, OTHC may not move the Home from the location it was last taxed unless the a majority of the Board of Selectmen authorize the relocation without the payment of back taxes pursuant to RSA 80:2-a; and

WHEREAS, the OTHC intends to remove the existing manufactured home by demolition and to replace it with another manufactured home but is prohibited by law from moving the Home while property taxes are owed on it; and

WHEREAS, the OTHC is willing to pay for and arrange for the removal of the Home within 30 days; and

WHEREAS, it is clear that the Town will receive no payment of the Taxes, and the Home is worth less than the combined cost of moving and selling it, rendering a Tax Deed of the Home to the Town uneconomical and disadvantageous for the Town, and therefore the Town authorizes OTHC to remove the Home without the payment of the assessed taxes.

NOW THEREFORE IN CONSIDERATION for the Town Board of Selectmen agreeing to permit OTHC to remove the Home formerly owned by Alexis Perry without payment of property taxes owed thereon, the parties agree to the following terms and conditions:

1. This signed Agreement shall represent the Board of Selectmen's authorization to remove (by means of demolition) the Home without the payment of the assessed taxes pursuant to RSA 80:2-a.
2. OTHC shall pay for and arrange removal of the Home within 30 days.
3. The Town Code Enforcement Officer shall verify that the Home has been so removed in accordance with all relevant laws, regulations, and Town ordinances and report such removal to the Board of Selectmen.
4. Holiday Acres must apply for an abatement of the taxes reflecting the date of removal or demolition. This agreement must be attached to the application for abatement.
5. If any Court of competent jurisdiction shall invalidate any section, clause, provision, article or portion of this contract, such holding shall not invalidate any other section of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 2nd day of May 2016.

Olde Towne Homeowners Cooperative, Inc.

Dennis Fowler, President

Town of Allenstown

Jason Tardiff, Chairman

Kate Walker, Selectmen

David Eaton, Selectmen

]