

AGREEMENT FOR REMOVAL OF  
ABANDONED MANUFACTURED HOME  
FORMERLY OWNED BY Dana A. Wright

This Agreement is entered into this 12th day of July, 2016, between Holiday Acres Mobile Home Park I, LP (hereinafter "Holiday Acres"), with a principal place of business/principal address of 2 Parkwood Dr. 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 Dana A. Wright from Holiday Acres land.

**WHEREAS**, Holiday Acres purchased the property located at Map 109 Lot 21 (includes Map 107 Lot 12, Sub 104) in Allenstown, New Hampshire (the "Property") by Deed recorded in the Merrimack County Registry of Deeds on January 2<sup>nd</sup>, 2015 at Book 3466, Page 598; and

**WHEREAS**, the Property currently has a manufactured home located on it. The manufactured home is abandoned and deeded to Holiday Acres. It was formerly owned by Dana A. Wright and is described in the deed as a "1983 14 X 70 Liberty, serial number 14703BFKDCW/CTBAY" (the "Home"); located at 7 Roland Dr. and

**WHEREAS**, Dana A. Wright has transferred the Home to Holiday Acres, upon belief and information, they are alive and have disclaimed any ownership interest in the Home. They no longer reside in the Home and have stopped paying rent. The roof integrity of the structure has been compromised. Building Inspector Dana Pendergast examined the Home on July 11<sup>th</sup>, 2016 and determined the Home is abandoned and

**WHEREAS**, the property taxes on the Home up through 2016 have been paid to date.

**WHEREAS**, Holiday Acres 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 Holiday Acres 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 Holiday Acres 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 Holiday Acres to remove the Home without the payment of the assessed taxes.

**NOW THEREFORE IN CONSIDERATION** for the Town Board of Selectmen agreeing to permit Holiday Acres to remove the Home formerly owned by Dana A. Wright 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. Holiday Acres 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 12th day of July 2016.

Holiday Acres Mobile Home Park I, LP

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Korrie Garland, Office Manager

Town of Allenstown

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Jason Tardiff, Chairman

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Kate Walker, Selectmen

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David Eaton, Selectmen

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