

AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this _____ day of January, 2018, by and between the Town of Bedford, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 24 North Amherst Road, Bedford, New Hampshire 03110, (hereinafter referred to as the “SELLER”), and the BUYER _____ having an address of _____.

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land with the improvements thereon, located in Bedford, New Hampshire, known as:

Map: **31** Lot: **23-1** Address: **29 Beaver Lane, Bedford, NH**

PRICE: The SELLING PRICE is \$_____.

The BUYER’S DEPOSIT, receipt of which is hereby acknowledged, in the sum of **\$10,000**.

The BALANCE OF THE SELLING PRICE shall be payable at closing and tendered in cash or certified check in the amount of \$_____.

BUYER’S PREMIUM DUE: The SELLING PRICE does not include the BUYER’S PREMIUM of ten percent (10%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$_____ at 10 % equals BUYERS PREMIUM \$_____.

Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the Town’s obligation to convey title. This BUYER’S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

DEED: The SELLER agrees to furnish, at its own expense, a duly executed DEED, without covenants, to the property.

POSSESSION AND TITLE: The property is sold in its AS IS, WHERE IS condition, without any warranty as to its title, use or condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals and/or interests secured or inuring to the benefit of abutters, third parties or members of the general public, outstanding municipal charges for sewer, water of betterment assessments/connection or capacity charges for the same, or other matters of record which may impact the use of, or title to, the property, if any, including mortgages, equity lines of credit, liens, attachments, orders to cease and desist, and any State and Federal tax liens which have survived the Town’s acquisition of the property.

TRANSFER OF TITLE: Shall be given on or before thirty (30) days after the date of this AGREEMENT. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be as designated by the SELLER and shall occur at Bedford Town Offices.
TIME IS OF THE ESSENCE.

TITLE: If the BUYER desires an examination of the title, BUYER shall pay the cost thereof, BUYER acknowledges that TITLE shall be transferred by DEED without covenants. DEED and BUYER’S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close SELLER reserves this unqualified right to sell the property to the next highest qualified bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

ACKNOWLEDGES AND AGREES: That the sale of the property as provided for herein is made on an "AS IS" condition and basis with faults, latent or patent.

PRIOR STATEMENTS: All representations, statements, and agreements heretofore made between the parties hereto are merged in this AGREEMENT, which alone fully and completely expresses their respective obligations, and this AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT. This AGREEMENT shall not be altered or modified except by written instrument signed and dated by both BUYER and SELLER.

TAXES: The Buyer shall be responsible for the 2018 real estate tax assessed by the Town.

STATUTORY DISCLOSURE: In compliance with the requirements of RSA 477:4-a, the following notifications are provided to the Buyer(s):

Radon Gas: Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through the water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

The Seller has no knowledge concerning the water supply system. The Seller has no information concerning the sewage disposal system or the type and location of insulation. (RSA 477:4-d)

The Seller has no knowledge or information concerning whether methamphetamine production has occurred on the property. Information regarding methamphetamine production is available upon request from the Department of Environmental Services. The Seller has no knowledge whether the property may be subject to a public utility tariff pursuant to RSA 374:61.

ADDITIONAL PROVISIONS:

WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

TOWN OF BEDFORD

BUYER

By: _____

By: _____

Its: Town Manager
Duly authorized

Its: _____
Duly authorized

Date: _____

Date: _____

Witness: _____

Witness: _____

Carmela O'Connell

10.46

Bedford Tax 509

TAX COLLECTOR'S DEED
Pursuant to RSA 80:76

KNOW ALL MEN BY THESE PRESENTS

That I, Crystal A. Dionne, Collector of Taxes for the **TOWN OF BEDFORD**, in the County of Hillsborough and State of New Hampshire by the authority in me vested by the laws of the State of New Hampshire, and in consideration of the base sum of:

\$3,236.89 Dollars for Tax Year 2010
\$3,404.97 Dollars for Tax Year 2011
\$3,108.96 Dollars for Tax Year 2012

Do hereby sell and convey to the said **TOWN OF BEDFORD**, its successors, heirs and/or assigns, a certain tract or parcel of land, together with any buildings or improvements that may be thereon, situated on Beaver Lane in the Town of Bedford, aforesaid, taxed by the Council/Assessors in 2010, 2011 and 2012 to:

EJL Properties, LLC
29 Beaver Lane
Bedford, NH 03110

And described in the tax collector's records as:
MAP 31, BLOCK 23, LOT 1 as shown on the Town of Bedford Tax Maps.

Said property is located at Beaver Lane in Bedford and is believed to consist of approximately 1.27 acres, together with any buildings or improvements thereon.

This deed is the result of the tax lien executions held at the Offices of the Tax Collector for the **TOWN OF BEDFORD** in said Town of Bedford, New Hampshire on April 22, 2011 and May 10, 2012.

To have and to hold the said premises with the appurtenances thereto belonging to the said **TOWN OF BEDFORD**, its successors, heirs and/or assigns, forever.

And I do hereby covenant with the said **TOWN OF BEDFORD**, that in making this conveyance I have in all things complied with the law, and that I have a good right, so far as the right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid. In witness whereof I have hereunto set my hand and seal this 30th day of April 2013.

Signed in the presence of:

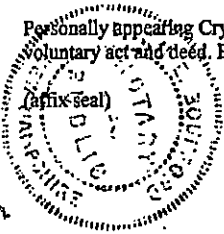
[Signature]

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS

[Signature]

Crystal A. Dionne, CPA
Tax Collector, Bedford, NH

Personally appearing Crystal A. Dionne, the above named, and acknowledged the foregoing instrument to be a voluntary act and deed. Before me, this 30th day of April, 2013.



[Signature]

Notary Public/Justice of the Peace
DAWN E. BOUFFORD
Notary Public - New Hampshire
My Commission Expires November 17, 2016

Property Location: BEAVER LN

MAP ID: 31/ 23/ 1/ 1

Bldg Name:

State Use: 9030

Vision ID: 103640

Account #31-23

Bldg #: 1 of 1 Sec #: 1 of 1 Card 1 of 1

Print Date: 12/04/2017 14:04

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				
BEDFORD TOWN OF						Description	Code	Appraised Value	Assessed Value	2003 BEDFORD, NH
24 N AMHERST RD						EXM LAND	9030	118,200	118,200	
BEDFORD, NH 03110						EXEMPT	9030	33,500	33,500	
Additional Owners:		SUPPLEMENTAL DATA								
		Other ID: 31-23								
		POTNTL CONS'								
		GIS ID: 31-23-1		ASSOC PID#						
						Total		151,700	151,700	

VISION

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/lu	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
BEDFORD TOWN OF		8559/2488	05/15/2013	U	V	0	1N	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
EJL PROPERTIES LLC		6085/1566	04/02/1999	U	V	100	1N	2017	9030	118,200	2017	9030	118,200	2017	9030	99,200
								2017	9030	33,500	2017	9030	33,500	2017	9030	31,200
								Total:		151,700	Total:		151,700	Total:		130,400

EXEMPTIONS			OTHER ASSESSMENTS					
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:								

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD				
NBHD/ SUB	NBHD NAME	STREET INDEX NAME	TRACING	BATCH
0001/A				

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	0
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	33,500
Appraised Land Value (Bldg)	118,200
Special Land Value	0
Total Appraised Parcel Value	151,700
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	151,700

NOTES
PLAN #35810 REC 12/10/2007

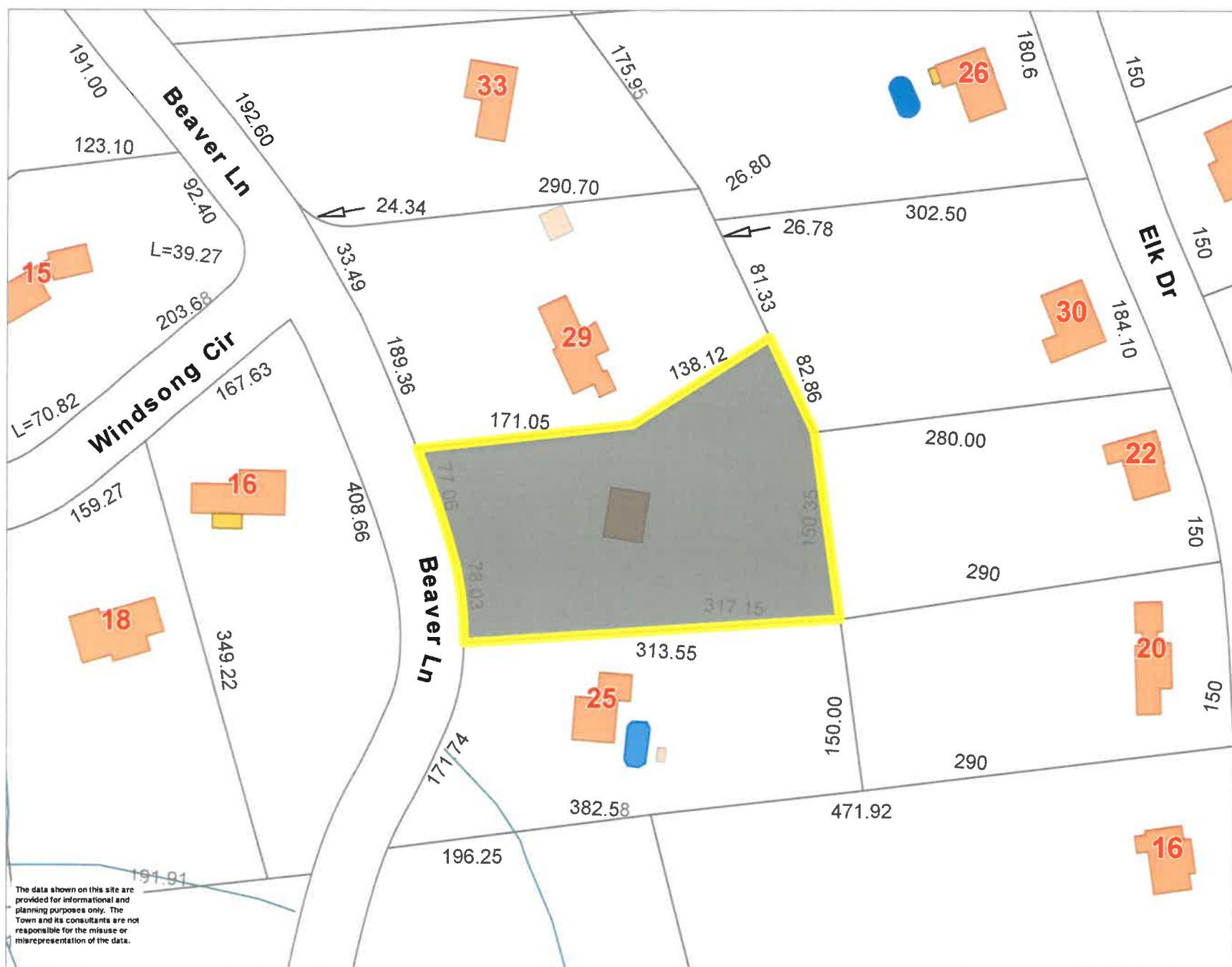
BUILDING PERMIT RECORD									
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	

VISIT/ CHANGE HISTORY					
Date	Type	IS	ID	Cd.	Purpose/Result
05/04/2017			SG	23	FIELD REVIEW

LAND LINE VALUATION SECTION																				
B#	Use Code	Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	S.O.	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	Adj. Unit Price	Land Value		
1	9030	MUNICIPAL	RA				55,122 SF	2.51	1.0000	5		0.95	50	0.90			2.15	118,200		
Total Card Land Units:							1.27 AC	Parcel Total Land Area:							1.27 AC	Total Land Value:				118,200

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)									
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description						
Model	00		Vacant										
MIXED USE													
<i>Code</i>	<i>Description</i>			<i>Percentage</i>									
9030	MUNICIPAL			100									
COST/MARKET VALUATION													
Adj. Base Rate:				0.00									
Replace Cost				0									
AYB													
EYB				0									
Dep Code													
Remodel Rating													
Year Remodeled													
Dep %													
Functional Obslnc													
External Obslnc													
Cost Trend Factor				1									
Condition													
% Complete													
Overall % Cond													
Apprais Val													
Dep % Ovr				0									
Dep Ovr Comment													
Misc Imp Ovr				0									
Misc Imp Ovr Comment													
Cost to Cure Ovr				0									
Cost to Cure Ovr Comment													
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)													
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value	
FGR5	W/LOFT GOO			L	1,040	43.00	2004		0		75	33,500	
BUILDING SUB-AREA SUMMARY SECTION													
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undreprec. Value							
Ttl. Gross Liv/Lease Area:							0	0	0				

No Photo On Record



- Buildings by Type**
- Main Building
- Duck
- Out Building
- Mobile Home
- Golf Course**
- Recreational Areas
- Swimming Pools**
- In-Ground Pool
- Above-Ground Pool
- Easement Lines**
- Parcel Tie Lines
- Parcels
- NH Highways**
- Interstate
- US Highway
- State Highway
- Town Boundary**
- NH Abutting Towns
- Abutting Towns Opaque**
- Streets
- Open Water
- Streams
- Streams
- Intermittent Streams

