

**Terms:** All deposits by cash, certified check, bank treasurer's check, or other form of payment acceptable to the Town of Weare at time of sale; balance of purchase price due within 30 days after date of sale. Conveyance by deed without covenants. All properties sold "as is, where is" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant

PLOT PLANS, PHOTOS & MORE DETAILS ARE AVAILABLE ON OUR WEBSITE





## MEMORANDUM OF SALE

BE IT KNOWN that on this 16th day of November, 2019, the undersigned Buyer was the high bidder at an auction conducted by the Town of Weare ("the Municipality") for the following property owned by the Municipality:

Description of Property: Parcel Number:\_\_\_\_\_ Street:\_\_\_\_\_ Tax ID:\_\_\_\_

**Purchase Price**: \$\_\_\_\_\_ (Balance due at closing by certified funds is the total of purchase price + buyer's premium (10% of purchase price) + state transfer tax (.75% of purchase price - \$20 min.) + recording fees (usually approximately \$16) <u>minus</u> Amount of Deposit.)

Amount of Deposit:\$	[]Cash []Check#						
Buyer: (Bidder No) (1)	(2)						
Take Title As: []JTROS []Tenants in Common [] Other/TBD							
S.S./Fed.I.D.#s (1)	(2)						

The closing shall occur at the Weare Town Offices no later than December 16, 2019.

Buyer acknowledges that the Municipality is conveying the property AS IS, WHERE IS, WITH ALL FAULTS, with no representations as to the quality of title being conveyed or the quality of the property being purchased. TIME IS OF THE ESSENCE AS TO ALL **DEADLINES SET FORTH IN THIS AGREEMENT.** The Property shall be conveyed by a guitclaim deed. Buyer shall take possession of the Property after deed is recorded. Buyer further acknowledges that no representations have been made as to whether the property is suitable for building or any other use or purchase for which the Buyer intends for the property. In the event the Buyer fails to provide the balance due as provided in this Agreement, the Municipality, in its sole discretion, may keep the deposit as liquidated damages, or may bring an action for specific performance, in which instance the Buyer agrees to reimburse the Municipality its reasonable attorney's fees and costs. In the event Seller records the deed in accordance with the above information provided by Buyer, and Buyer later requests a change in the deed, Buyer shall (in advance) pay Seller all legal fees and costs associated with preparation and recording of the corrective deed. 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. This Agreement is entered into by each party after opportunity for investigation, with neither party relying on any statements or representations not embodied in this Agreement made by the other on his

behalf. Should any provision of this Agreement or any portion of any provision of this Agreement be held invalid or unenforceable according to law, the remaining portions hereof shall not be effected thereby but shall continue in full force and effect. The waiver by any party of any breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof. The Property is subject to all applicable provisions of Municipal codes that may be in effect as of the date of sale.

Executed this 16th day of November 2019

## TOWN OF WEARE

By: \_\_\_\_\_

Duly Authorized

## BUYER

Buyer certifies having read the foregoing and agrees to its terms.

Buyer

Buyer

Map: 000406	Lot: 000060	Sub: 0	00000		Card	: 1 of 1		1131 R	IVER ROA	AD		WEARE	Printed:	09/26/2019		
OWNE	ER INFORMATION		SALES HISTORY								PIC	TURE				
WEARE, TOWN OF	F		Date	Book	Pag	e Ty	be	Price Granton	r		_					
TAX DEED			07/21/201		2688			1 GONTH	IIER, LEO							
	06/08/2012 8435 1183 U I 33 105,000 MARCU, NICOLAE															
15 FLANDERS MEMO	5 FLANDERS MEMORIAL ROAD 11/28/2011 8372 0964 U I 37 70,000 ONE WEST BANK															
			11/28/201		0979			77,000 IREALT		MENTS, L						
WEARE, NH 03281			03/16/201	1 8302	0754	4 UI	51	150,000 STEWA	RT,							
LISTING HISTORY NOTES																
07/16/13 DMVM			ΓAN, YB=	EST; RB	J HAS	GAR D	OOR DN	PU; ADD DEK; 7/13	NOH; CON	ID						
01/09/13 INSP	MARKED FOR INSPECT	TION	DOWN SH	HED & CH	IANGE	ED SITE;	DNPU 1	TREEHSE;								
11/20/09 KCVM	MARKER FOR BIRDEOR															
11/17/09 INSP 08/21/06 DSHC	MARKED FOR INSPECT	ION														
03/10/04 BHPM																
01/10/90 EST																
		E	TRA FE	ATURES	VALU	ATION						MUNICIPAL SOFTWARE BY AVITAR				
Feature Type		Units Lngtl				Rate	Cond	Market Value	Notes		Ι.					
SHED-WOOD		80	10 x 8		.60	7.0			10105		-	WEARE ASSE	SSING UI	FICE		
SHED WOOD		00	10 x 0	2		7.0	.0 50	700								
								700								
												PARCEL TOTAL TAXABLE VALUE				
											Year	Building	Features	Land		
											2017	\$ 143,200	\$ 700	\$ 78,300		
													Parcel Tota	1: \$ 222,200		
											2018	\$ 143,200	\$ 700	\$ 78,300		
													Parcel Tota	l: \$ 222,200		
											2019	\$ 143,200	\$ 700	\$ 78,300		
													Parcel Tota			
LAND VALUATION								LAST REVA	LUATION: 2016							
Zone: RESIDENTIAL	Minimum Acreage: 1.9	3 Minimu			-							Site: FAIR Driveway:				
Land Type	Units	Base Rate			Site	Road	DWav	Topography	Cond	Ad Valorem		Tax Value Notes				
EXEMPT-MUNIC	1.930 ac	82,8	00 F	110	95	100	95	90 ROLLING	100	74,000	0 N	74,000				
EXEMPT-MUNIC	3.270 ac		00 X	100				75 STEEP	50	4,300	0 N	4,300				
	5.200 ac									78,300		78,300				
										,		-)				

Map: 000406	Lot: 000060	Sub: 00000	00 Card: 1	of 1	1131 RIVER R	31 RIVER ROAD		WEARE	Printed:	09	9/26/2019	
	PICTURE		OW	TAXABL	E DISTRICTS	BUILDING DETAILS						
and the second sec	1	W W	VEARE, TOWN OF		District	Percentage	Model: 1.00 STORY R RANCH					
							Roof: GABLE OR HIP/ASPHALT					
A. 192	TA 15			AL ROAD				Ext: VINYL SIDING	3			
A Constants		11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						Int: DRYWALL				
5	ALL	W W	EARE, NH 03281				Floor: CARPET					
The second s	BOTH PROPERTY AND AND A		Account Number:	2,034				Heat: OIL/HOT WAT	ГER			
	21 - 21 - 21			PERMITS	•		Bedr			Fixtures	:	
	1 June		Date Permit ID	Permit Type	Notes		1	Extra Kitchens	s: Fii	Fireplaces:		
and a state of the	The second	1	1/14/03 BP-11-719-0	MISCELLANEOUS		3;14X10 3-SEASON	A/C: No Gen				:	
		A Complete					Q	uality: A1 AVG+10				
							Com.	Wall:				
and the second	1997 - 1966 - 18 - 18 - 18 - 18 - 18 - 18 - 18 -						Siz	e Adj: 0.9706	Base Rate	: E	HS 77.00	
		Constant Providence							Bldg. Rate	:	1.0356	
		A Company							Sq. Foot Cost	:	\$ 79.74	
								BUILDING SU	B AREA DETAI	LS		
							ID	Description	Area	Adj.	Effect.	
	14	19					FFF	FST FLR FIN	1680	1.00	1680	
							RBU	RAISED BSMNT	1680	0.25	420	
							EPF	ENCLOSED	140	0.70	98	
5	EPF 33	DEK	6				DEK	DECK/ENTRANCE	190	0.10	19	
							GLA:	1,680	3,690		2,217	
	14	19										
			60									
28			FFF RBU			28						
-	- RBU					-		2016 BASE YEAR BU	JILDING VALU			
								Market Cost New:		<b>\$</b> :	176,784	
								Year Built:			1979	
								Condition For Age:	AVERAGE		19 %	
								Physical:				
								Functional:				
								Economic:				
								Temporary:			10.0/	
			60					Total Depreciation:			19 %	
								Deciding M. I		<b>A</b>	1 42 200	
								Building Value:		\$.	143,200	

