

**SAMPLE MEMORANDUM OF SALE**

**TOWN OF LEICESTER AUCTION PROPERTIES**

I/We,

Of

(hereinafter referred to as the “Buyer”), hereby acknowledge that I/we have agreed to purchase at Public Auction Sale, held on September 20, 2023 from the **Town of Leicester**, Massachusetts, (hereinafter referred to as the “Seller”), the real estate described below for the sum of (\$ \_\_\_\_\_ ) **DOLLARS**.

The Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale. The Buyer has paid to the Seller the sum of **TEN THOUSAND (\$10,000.00) DOLLARS** as a non-refundable deposit on the sale and agrees to pay an additional **TEN THOUSAND (\$10,000.00) DOLLARS** in the form of a Bank or Certified Check as an additional non-refundable deposit on or before 1:00 P.M., September 21, 2023. Said sums shall be forfeited to the use of Seller in the event that the Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of his/her/their liability under this contract. If the Seller shall fail to fulfill for any reason the agreement contained herein the deposit shall be returned to the Buyer and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. The Seller also reserves the right to convey the premises to the second highest bidder if the buyer fails to comply with the terms of the sale.

The said real estate will be conveyed by a deed executed by the Board of Selectmen of the Town of Leicester prepared and recorded by the Seller. The balance of the purchase price shall be paid in the form of a certified check or bank check to the Town of Leicester and shall be delivered to the Town Treasurer no later than 1:00 P.M. on **November 6, 2023**. If said balance is not paid as stated herein the Buyer hereby agrees that said nonrefundable deposit shall be retained by the Seller and all obligations of the Seller as set forth herein shall cease to exist.

Municipal Real Estate Taxes for the remainder of **fiscal year 2024** in the amount of \$ \_\_\_\_\_ shall be added to the purchase price payable by the Buyer at the time the balance of the purchase price is paid.

Leicester Water District Taxes for the remainder of **fiscal year 2024** in the amount of \$ \_\_\_\_\_ shall be added to the purchase price payable by the Buyer at the time the balance of the purchase price is paid.

The buyer shall pay the cost of recording the deed conveying the real estate described below at the time the balance of the purchase price is paid. This amount is **\$155.00**.

In addition to the purchase price and the real estate taxes the Buyer shall also pay a “Buyer’s Premium” in the amount of **10%** of the purchase price as stated above. This amount which is \$ \_\_\_\_\_ must be paid at the same time the balance of the purchase price is paid.

The Buyer also agrees to execute a statement under Massachusetts General Laws Chapter 7 Section 40J, which discloses whether or not he/she/they hold(s) an elected public office and whether or not he/she/they is/are an employee of the Division of Capital Planning and Operations, and to execute an

affidavit under the provisions of Massachusetts General Laws Chapter 60 Section 77B as amended by Chapter 803 of the Acts of 1986 in which he/she/they make(s) an oath stating that he/she/they has/have never been convicted of the crime of arson or of aiding in the commission of the crime of arson or the fraudulent filing of a claim for fire insurance or is/are not delinquent in the payment of real estate taxes to the Town of Leicester.

No representations or warranties of any kind regarding the existence and/or absence of any hazardous material, including but not limited to any type of mold, lead paint or asbestos in or on the premises is made, which materials, if any, may be subject to the provisions of Massachusetts General Law Chapter 21E or Massachusetts General Laws Chapter 111 Section 190-199 and/or any regulations promulgated there under.

Verbal descriptions by the Town of Leicester, its Agents, the Custodian, the Auctioneer or anyone connected with this sale shall not invalidate nor become part of this sale as the Buyer agrees that he/she has examined the premises to his/her satisfaction and accepts all known and unknown defects. The Town of Leicester, its Agents, the Custodian and the Auctioneer shall not be liable for any reason whatsoever as to the accuracy of the description of the listed premises, the bounds, area involved, building and/or buildings, or taxes.

The Buyer is buying subject to "GUARANTEED PERFORMANCE" of the amount bid and entered onto the Memorandum of Sale. Guaranteed Performance is understood to mean that in the event of default by the Buyer, necessitating a resale at public auction for any lesser amount, the Buyer will pay the difference between his/her bid and that of the resale bid. The Buyer further agrees to pay all costs of collecting said deficiency and reasonable attorney fees and court costs. The Buyer shall have no claim to any excess consideration obtained by a resale.

The Custodian reserves the right to re-offer the listed parcel, opening at the last bid, in the event two or more bidders claim to be the successful bidder. The Custodian reserves the right to accept or reject any or all bids.

The Town of Leicester, its Agents and the Custodian make no representations as to the status of the land use. The Buyer shall assume the responsibility of obtaining any and all permits from the Federal, State, and local authorities as maybe required for land use, building, zoning and conservation. The property will be subject to the Leicester Zoning Bylaw, Leicester Adaptive Reuse Bylaw, Leicester Architectural Conservation District Bylaw and a recorded preservation restriction.

The properties sold will not be approved as tax exempt under any circumstances. Accordingly, tax exempt organizations must agree to enter into a PILOT agreement based on the taxable value of each property as a term of the sale. The properties sold at auction are prohibited from being used for the cultivation, storage, manufacturing, distribution, retail/sale of cannabis, cannabis products and cannabis byproducts. The properties are prohibited from being used in any manner for the operation and use as cannabis facilities.

The Premises are being sold subject to any and all rights, rights of way, restrictions, orders of conditions, easements, local zoning laws and regulations, covenants, and improvements if any there be.

The Buyer acknowledges that he/she/they is/are aware that the property is being sold "AS IS" and further acknowledge(s) that no representations or warranties of any kind regarding the property have been made by the Seller.

The Buyer is acquiring the property based solely on his/her/their independent investigation and inspection of the property, and not in reliance on any information, whether verbal or written, supplied or provided by the Seller or any representative of the Seller.

If a material defect in the recorded title shall be claimed by the Buyer, the Buyer shall notify the Seller in writing at least ten (10) days prior to the date for the delivery of the deed stated above and the Seller shall be entitled to elect to either terminate this agreement or use thirty (30) days from the date of notice thereof to perfect said title. If the Seller elects to perfect title, but is unable to clear the record title or to make conveyance as above stipulated, the deposit made hereunder shall be refunded to the Buyer and all obligations of all the parties hereto shall cease and be null and void. Buyer's sole recourse in the event of the Seller's failure to deliver title as required herein is the return of the deposit.

The acceptance of the deed by the Buyer or nominee as the case may be shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed of Seller.

Seller acknowledges that he has received from the Buyer the sum of **TEN THOUSAND (\$10,000.00) DOLLARS** as a non-refundable deposit of this purchase. The real estate is described as follows:

**PROPERTY DESCRIPTION TO BE INSERTED HERE**

The Buyer and Seller do hereby acknowledge that they have read the foregoing and understand and agree to the terms and conditions as set forth herein and they further acknowledge receipt of a copy of these terms and conditions.

Witnessed By:

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

Date: September 20, 2023

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David Genereux, authorized signatory by the  
Board of Selectmen for the Town of Leicester