# -(3) TAX DEEDED PROPERTIES IN PITTSFIELD, NH-AT ABSOLUTE AUCTION



# (3) VACANT LOTS ALONG ROUTE 107 TOTALING 4.146± ACRES ZONED LIGHT INDUSTRIAL/COMMERCIAL

# FRIDAY, JULY 20 AT 4:00 PM

# - SALES TO BE HELD ON SITE -

**ID** #18-194 • We've been retained by the Town of Pittsfield to sell at **ABSOLUTE AUCTION** (*no minimums! no reserves!*) these (3) vacant lots situated in the Light Industrial/Commercial zoning district along Route 107 (Laconia Road) close to Route 28. These contiguous, wooded lots have a total of 4.146± acres with 507.3± feet of combined road frontage.

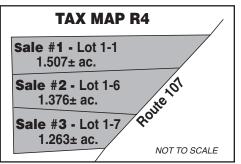




**SALE #1 TAX MAP R4, LOT 1-1** 1.507± acres with 150± FF Assessed value: \$16,300 2017 taxes: \$545 **SALE #2 TAX MAP R4, LOT 1-6** 1.376± acres with 212.36± FF Assessed value: \$17,000 2017 taxes: \$569 **SALE #3 TAX MAP R4, LOT 1-7** 1.263± acres with 144.94± FF Assessed value: \$16,700 2017 taxes: \$559

### THE LOTS WILL BE OFFERED INDIVIDUALLY AND AS AN ENTIRETY

**PREVIEW**: The lots are marked, a drive-by is recommended. **DIRECTIONS**: From the traffic light at the intersection of Routes 28 & 107 in Pittsfield, follow Route 107 North (Barnstead Rd.) for .2 mile, then turn left to stay on Route 107 (Laconia Rd.) for .2 mile; lots are on the left. **TERMS**: \$2,000 deposit for each lot or \$5,000 deposit for the entirety by cash, certified check, bank check, or other form of payment acceptable to the Town of Pittsfield at time of sale, balance due within 45 days. Conveyance by deed without covenants. Other terms may be announced at time of sale.



# **10% BUYER'S PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING**

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 relative.

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

James R. St. Jean A U C T I O N E E R S 45 Exeter Road, Epping, NH 03042, NH Lic. #2279 603-734-4348 • www.jsjauctions.com



#### AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this \_\_\_\_\_ day of July, 2018 by and between the Town of

Pittsfield, a municipal corporation organized under the laws of the State of New Hampshire,

having a principal place of business at 85 Main Street, Pittsfield, New Hampshire 03263,

(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 \_\_\_\_\_\_, New Hampshire, known as:

Map: \_\_\_\_\_ Lot(s) \_\_\_\_\_: Location: \_\_\_\_\_

PRICE: The SELLING PRICE is \$\_\_\_\_\_.

The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, is in the sum of \$\_\_\_\_\_.

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 % equals BUYER'S 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, of the property.

**POSSESSION AND TITLE:** The property is sold in its AS IS, WHERE IS condition, without any warranty as to its 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 or betterment assessments/connection or capacity charges for

#### TOWN OF PITTSFIELD, NH AGREEMENT AND DEPOSIT RECEIPT (Cont'd)

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 forty five (45) 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 Pittsfield Town Hall, 85 Main Street, Pittsfield. 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 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 are merged in this AGREEMENT, which alone fully and completely expresses their respective obligations, and the 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 agreement signed and dated by both BUYER and SELLER.

ADDITIONAL PROVISIONS:

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

# TOWN OF PITTSFIELD

#### BUYER

Ву:	Ву:
Its:	Its:
Duly Authorized	Duly Authorized
Date:	Date:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Map: 000R04	Lot: 000001	Sub: 0	00006		Card: 1 o	f 1	LA	CONIA ROA	D		PITTSFIELD	Print	ed: 05/23/2018	
OWNER I	NFORMATION		SALES HISTORY								PICTURE			
PITTSFIELD, TOWN	OF	]	Date	Book		Туре	Price Gra	ntor		_				
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OF MAINI OTDEET			07/08/2014			U V 35		WN OF PITTSFI						
85 MAIN STREET			1/22/2013	3421	867	U V 50	4,855 LO	CKE, BRYAN R						
PITTSFIELD, NH 03263														
LISTIN	IG HISTORY						NOTES							
01/28/14 JBPL						TREES PR	EV CLEARED, D	RVWY ROUGH	I ONLY.					
12/05/12 JBVL	ADVED FOR DURDEOT		/ALUE; 1/	14 NC TO	) LOT									
11/02/12 INSP M 01/11/08 TNRL	ARKED FOR INSPECT	ION												
01/11/08 INKL														
		EX	TRA FEA	TURES	VALUATI	ON					MUNICIPAL	<b>SOFTWARE BY</b>	AVITAR	
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						LAN	D VALUATION							
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	1.500 at								17,000		17,000			

Map: 000R04 Lot: 000001 Sub: 0		00006 Card: 1 of 1			LACONIA I	ROAD	PITTSFIELD		Printed: 05/23/2	05/23/2	
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			PITTSE	FIELD, TOWN OF		District	Percentage	Model:			
								Roof:			
			85 MAIN STREET		Ext:						
			PITTSFIELD, NH 03263		Int:						
			PITISFI	ELD, NH 03263				Floor: Heat:			
					PERMIT	5		Bedrooms:	Baths:	Fix	tures:
			Date	Project Type	Notes	-			Extra Kitchens:	Firep	
				110,000 1,000	10000			A/C:		Gener	
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