

76 Briggs Hill Road, Charlestown, NH



1920 built conventional style single family home located on a 0.28± acre lot with-in walking distance to the center of town • Home features 1,022± SF GLA with 6 RMS, 3 BR, 1 BA and is in need of renovation • Add'l features include an enclosed front porch, multiple outbuildings, FHW/Oil heat • Served by public water & sewer.

DIRECTIONS: From the Charlestown Town office on Main St. follow Rte. 12 North for .1 mile to a right onto Summer St. and follow to the end, right on East St. to an immediate left onto Briggs Hill Rd. for .1 mile, home on right behind #74.

Tax Map 118, Lot 146

Assessed Value: \$78,500

2020 Taxes: \$3,034

Deposit: \$5,000

TERMS: All deposits by cash, certified check, bank treasurer's check, or other form of payment acceptable to the Town of Charlestown at time of sale, balance due within 45 days. Conveyance by Quitclaim Deed. Sales are subject to confirmation by the Town of Charlestown, the town reserves the right to reject any and all bids. All properties sold "as is, where is" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

10% BUYERS 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 relevant.*

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

**PURCHASE AND SALE AGREEMENT
TO ACQUIRE TOWN-OWNED LAND**

AGREEMENT made this ____ day of _____, 21____ by and between:

TOWN OF CHARLESTOWN, a New Hampshire municipal corporation, of Charlestown, New Hampshire, having a principal place of business at 233 Main Street, Charlestown, NH 03603, (hereinafter called "SELLER")

and _____, having an address of

_____,
(hereinafter called "BUYER")

1. The SELLER agrees to sell and convey to the BUYER by Quitclaim Deed, all of the SELLER's right, title and interest in and to the following described property (hereinafter referred to as "Premises").

Being a certain parcel of land [with the buildings thereon] located on _____ Road/Street in the Town of Charlestown, Sullivan County, State of New Hampshire, as shown on the Tax Map _____ as Lot _____; meaning and intending to convey all and the same premises described in the Town of Charlestown's Tax Collector's Deed to the Seller herein, dated _____ and recorded in the Sullivan Registry of Deeds at Book ____, Page ____.

Subject to all applicable provisions of the SELLER's zoning ordinance and building regulations that may be in effect as of this date and subject further to any applicable conditions of approval that may have been set forth or may be set forth in the future by SELLER's Planning Board, Zoning Board of Adjustment or any other government entity with jurisdiction related thereto.

2. Purchase Price (and Buyer's Premium): The purchase price for the above-described Premises is \$_____ (_____ Dollars). A deposit of \$_____ (_____ Dollars) shall be payable at the time of signing this Agreement and the balance of the purchase price and transfer of title to take place no later than forty five (45) days from the signing of this Agreement. Said balance of the purchase price \$_____ (_____ Dollars) shall be payable only by bank or certified check.

The purchase price does not include the **buyer's premium** of ten percent (10%) of the purchase price, due to the Auctioneer at closing.

The purchase price of \$_____ at 10% equals the buyer's premium of \$_____.

3. Transfer of Title and Time for Performance: Transfer of title, delivery of the deed, and payment of the balance of the purchase price as provided herein shall be made at the Charlestown Town Office on or before _____, 21____ at ____:00 a.m./p.m. The place and time of day may be changed by mutual agreement of the parties.

4. Adjustments: The parties acknowledge that there shall be no pro ration of real estate taxes for the tax year beginning April 1, 2018 and ending March 31, 2021. The SELLER, as a municipal corporation, is exempt from the New Hampshire Real Estate Transfer Tax (RSA 78-B:2, I). The BUYER shall be responsible for payment for his/her portion of the Real Estate Transfer Tax.

5. Defect in Title: It shall be the responsibility of the BUYER to determine the merchantability and marketability of the subject Premises. In the event of a defect in title, the sole remedy of the BUYER shall be the termination of this Agreement, without payment of any cost by the SELLER.

6. Delivery of Possession: BUYER shall obtain possession of the Premises described in paragraph 1 as of the date of delivery of the deed.

7. "As Is" Condition: The Premises shall be conveyed in "as is" condition, without any warranties or guarantees, express or implied, with regards to location, boundaries or condition of the property or its fitness for any purpose. The purchase of the property is at BUYER'S own risk.

8. Water and Sewage Disposal Systems: Information regarding the quality or condition of the water supply or sewage disposal systems, and of the insulation to the building, is unknown.

9. Radon Gas, Arsenic and Lead Paint: In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

Radon: Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire Department of Environmental Services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

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.

10. Complete Agreement; Construction: All representations, statements and agreements heretofore made between the parties are merged in this Agreement which alone fully and completely expresses their rights and obligations. This Agreement is entered into by each party

after opportunity for investigation; neither party relying on any statements or representations not embodied in this Agreement by the other or on the other's behalf. This Agreement shall be construed as a New Hampshire contract.

11. Legal Fees: SELLER shall have no liability for any legal fees pertaining to the sale or conveyance of the Premises or the possession thereof by BUYER.

12. Default; Liquidated Damages: If BUYER defaults pursuant to the terms of this Agreement, SELLER may retain the deposit as liquidated damages.

13. Binding Effect: This Agreement shall be for the benefit of and shall bind each of the parties, their heirs, administrators, executors, successors and assigns.

14. Assignment: BUYER shall not assign any interest in this Agreement or in the Premises until after the deed described in Section 1 shall have been executed, accepted and recorded consistent with the provisions of this Agreement.

15. Waiver: The waiver of any breach of any provision of this Agreement by either party shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

DATED the day, month and year first above written.

**TOWN OF CHARLESTOWN, SELLER
BOARD OF SELECTMEN:**

[Scott Wade]

[Jeffrey Lessels]

[William Rescsanski]

[Shelly Andrus]

[Jeremy Wood]

BUYER(S):

Print Name:_____

Print Name:_____

CURRENT OWNER				TOPO.		UTILITIES		STRT./ROAD		LOCATION		CURRENT ASSESSMENT									
SHEPA, JOSEPH P P.O. BOX 892 CHARLESTOWN, NH 03603 Additional Owners:												Description		Code		Appraised Value		Assessed Value		2402 CHARLESTOWN, NH 	

The diagram illustrates a 3D coordinate system with three planes: FEP (top), TQS (middle), and UBM (bottom). The dimensions are as follows:

- FEP Plane:** A rectangle with a width of 20 and a height of 7.
- TQS Plane:** A rectangle with a width of 30 and a height of 18.
- UBM Plane:** A rectangle with a width of 28 and a height of 7.
- Distances between planes:**
 - The distance between the FEP and TQS planes is 11.
 - The distance between the TQS and UBM planes is 7.

A photograph of a two-story house with light-colored siding and a dark roof. The house has several windows, some with red trim. A blue tarp is visible on the left side of the house, and a white fence is on the right. The house is surrounded by trees and a lawn.



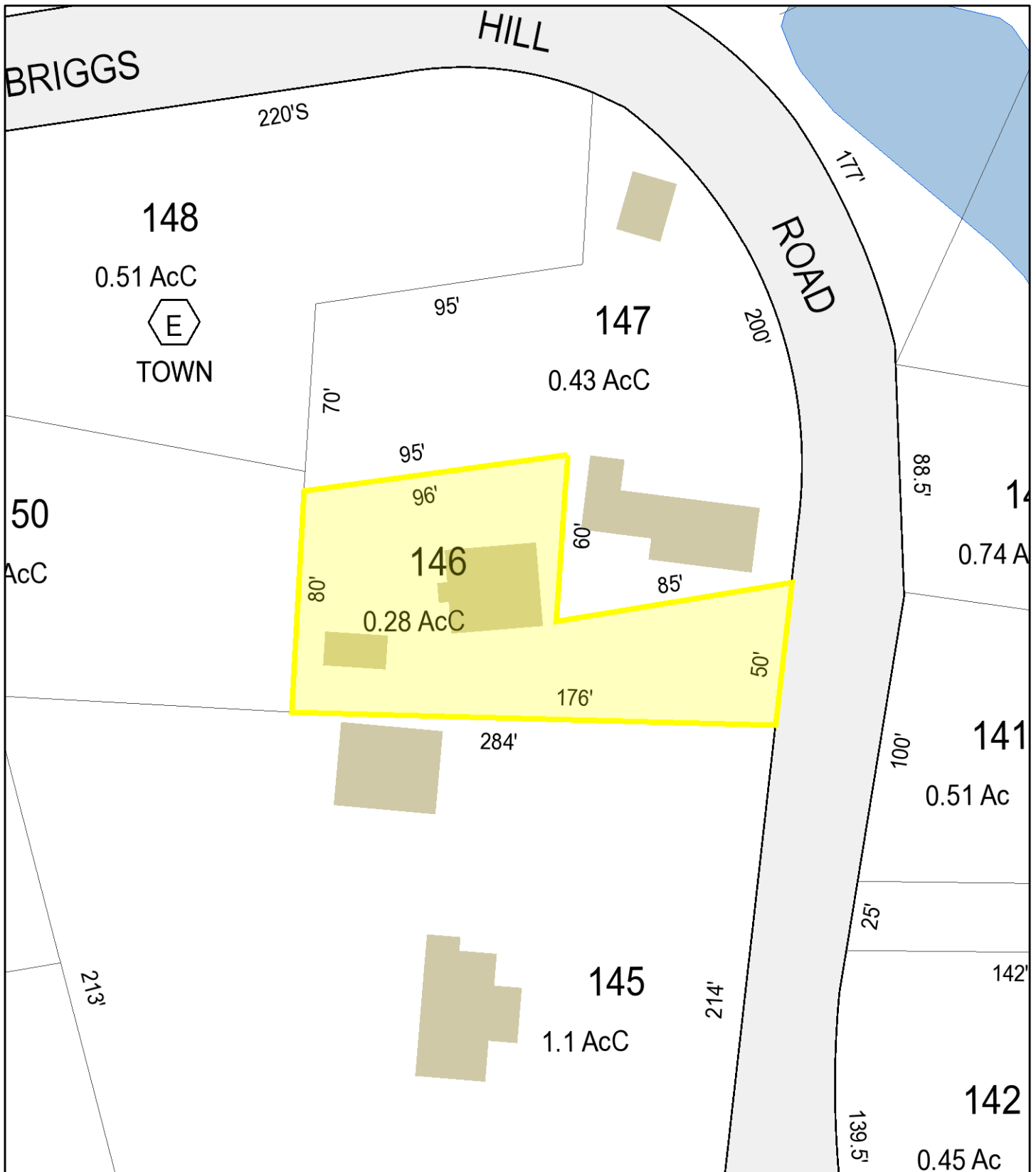
118-146 76 Briggs Hill

Charlestown, NH

1 inch = 50 Feet



December 1, 2020



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