### 564 Morningside Lane, Charlestown, NH



Older single wide mobile home with multiple additions located on 0.18± acre lot offering westerly mountain views • Home features 558± SF GLA with 4 RMS, 2 BR, 1 BA • Additional features include detached garage, open front porch, detached sheds, FHA/Oil heat • Private well & septic.

**DIRECTIONS:** From the Charlestown Town office on Main Street follow Route 12 North for 7.3 miles to a right onto Morningside Lane for 1 mile; property on the right.

Tax Map 208, Lot 5

Assessed Value: \$30,800

2020 Taxes: \$1,190

**Deposit: \$2,500** 

**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

45 Exeter Road, Epping, NH 03042, NH Lic. #2279

603-734-4348 • www.isiauctions.com

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

	AGREEMENT made this	day of	, 21	by and between:
	TOWN OF CHARLESTOW Hampshire, having a principal nafter called "SELLER")	-		
and _			, h	aving an address of
(herei	nafter called "BUYER")			,
	1. The SELLER agrees ER's right, title and interest in emises").	•	•	Quitclaim Deed, all of the y (hereinafter referred to
	Being a certain parcel Roa New Hampshire, as shown of to convey all and the same properties to the Seller herein, day Deeds at Book, Page Subject to all applicable p	ad/Street in the Town the Tax Map remises described in the tax map remises described in the Tax Map remises described in the Town the Tax Map remises described in the Tax Map	wn of Charlestown, S as Lot in the Town of Char and recorded in	Sullivan County, State of ; meaning and intending lestown's Tax Collector's the Sullivan Registry of
approv	tions that may be in effect as val that may have been set for, Zoning Board of Adjustme	of this date and su orth or may be set	bject further to any forth in the future	applicable conditions of by SELLER's Planning
\$signin later tl \$check	2. Purchase Price (and I ses is \$ (	t include the <b>buy</b> at closing.	Dollars) shall be se price and transfer greement. Said bala shall be payable on er's premium of to	lars). A deposit of payable at the time of of title to take place no nce of the purchase price ally by bank or certified on percent (10%) of the
Charle		Time for Perform ne purchase price fore	ance: Transfer of ti as provided herein 	tle, delivery of the deed, n shall be made at the

- 4. <u>Adjustments</u>: 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. <u>Defect in Title</u>: 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. <u>Delivery of Possession</u>: BUYER shall obtain possession of the Premises described in paragraph 1 as of the date of delivery of the deed.
- 7. "<u>As Is" Condition</u>: 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. <u>Water and Sewage Disposal Systems</u>: Information regarding the quality or condition of the water supply or sewage disposal systems, and of the insulation to the building, is unknown.
- 9. <u>Radon Gas, Arsenic and Lead Paint</u>: 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. <u>Complete Agreement; Construction</u>: 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. <u>Legal Fees</u>: 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. <u>Default; Liquidated Damages</u>: If BUYER defaults pursuant to the terms of this Agreement, SELLER may retain the deposit as liquidated damages.
- 13. <u>Binding Effect</u>: This Agreement shall be for the benefit of and shall bind each of the parties, their heirs, administrators, executors, successors and assigns.
- 14 <u>Assignment</u>: 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. <u>Waiver</u>: 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]			
[]_C.	-1		
[Jeffrey Lessel	.S]		
[William Resc	sanski]		
[Shelly Andrus	s]		
[Jeremy Wood	11		

<b>BUYER(S):</b>		
Print Name:		
Print Name:		

Property Location: 564 MORNINGSIDE LN						MAP ID: 208/ 5/ 0/ 0/					Bldg Name: State Use: 1030														
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