

Morningside Lane, Charlestown, NH



Vacant 3.1± acre lot located in a remote location at the corner of Morningside Lane & Richardson Road. The lot is heavily wooded, slopes up from the intersection and has 475' of frontage along Morningside and 600' along Richardson. Well & septic would be required.

DIRECTIONS: From the Charlestown Town office on Main St. follow Rte. 12 North for 6 miles, right at blinking light onto Chestnut Flat (Windy Acres Rd.), stay right at fork and continue on Chestnut Flat (dirt Rd.) for .6 mile to a right on Morningside Ln. for .3 mile; lot will be at the intersection of Richardson Rd.

Tax Map 209, Lot 8

Assessed Value: \$15,200

2020 Taxes: \$587

Deposit: \$1,000

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
AUCTIONEERS

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			
CHARLESTOWN, TOWN OF						Description	Code	Appraised Value	Assessed Value
PO BOX 385						EXM LAND	9035	15,200	15,200
CHARLESTOWN, NH 03603		SUPPLEMENTAL DATA							
Additional Owners:		Other ID: Zone BMSI Act Num 354 Ward Prec. GIS ID:				Rec ASSOC PID#			
						Total		15,200	15,200

2402
CHARLESTOWN, NH

VISION

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
CHARLESTOWN, TOWN OF		2053/ 255	10/18/2018	U	V	0		Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
DIERKS, ANGELICA								2018	1310	15,200	2017	1310	15,200	2016	1310	15,200
								Total:		15,200	Total:		15,200	Total:		15,200

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Type	Description	Amount	Code	Description	Number	Amount
Total:							

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD			
NBHD/ SUB	NBHD NAME	STREET INDEX NAME	TRACING
0001/A			

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	0
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	15,200
Special Land Value	0
Total Appraised Parcel Value	15,200
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	15,200

NOTES

05/06 NEW LOT PER NEW MAPS
04-19 ADJ USE CODE

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

VISIT/ CHANGE HISTORY

Date	Type	IS	ID	Cd.	Purpose/Result
04/03/2019			SM	45	Change Value Chang
08/24/2016			KH	40	Hearing No-change
05/04/2016			KH	52	Review
07/26/2011			JG	52	Review
08/23/2006			TV	52	Review

LAND LINE VALUATION SECTION

B #	Use Code	Use Description	Zone	Frontage	Depth	Units	Unit Price	I. Factor	S A	C. Factor	ST. Idx	S.I. Adj.	Notes- Adj	Rec Y/N	CU Cond	Special Pricing	Adj. Unit Price	Land Value
1	9035	TOWN-PROP				43,560 SF	0.59	1.0000	5	0.50	200	1.00	1310	N	0.000			13,100
1	9035	TOWN-PROP				2.10 AC	2,000.00	1.0000	0	0.50		0.00	1310	N	0.000			2,100

Total Card Land Units: 3.10 AC Parcel Total Land Area: 3.1 AC Total Land Value: 15,200

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Model	00		Vacant				
MIXED USE							
			<i>Code</i>	<i>Description</i>			<i>Percentage</i>
			9035	TOWN-PROP			100
COST/MARKET VALUATION							
			Adj. Base Rate:				0.00
			Replace Cost				0
			AYB				
			EYB				0
			Dep Code				
			Remodel Rating				
			Year Remodeled				
			Dep %				
			Functional Obslnc				
			External Obslnc				
			Cost Trend Factor				
			Condition				
			% Complete				
			Overall % Cond				
			Apprais Val				
			Dep % Ovr				0
			Dep Ovr Comment				
			Misc Imp Ovr				0
			Misc Imp Ovr Comment				
			Cost to Cure Ovr				0
			Cost to Cure Ovr Comment				

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)													
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp	Rt	Cnd	%Cnd	Apr Value
No Photo On Record													

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value	
Ttl. Gross Liv/Lease Area:		0	0				



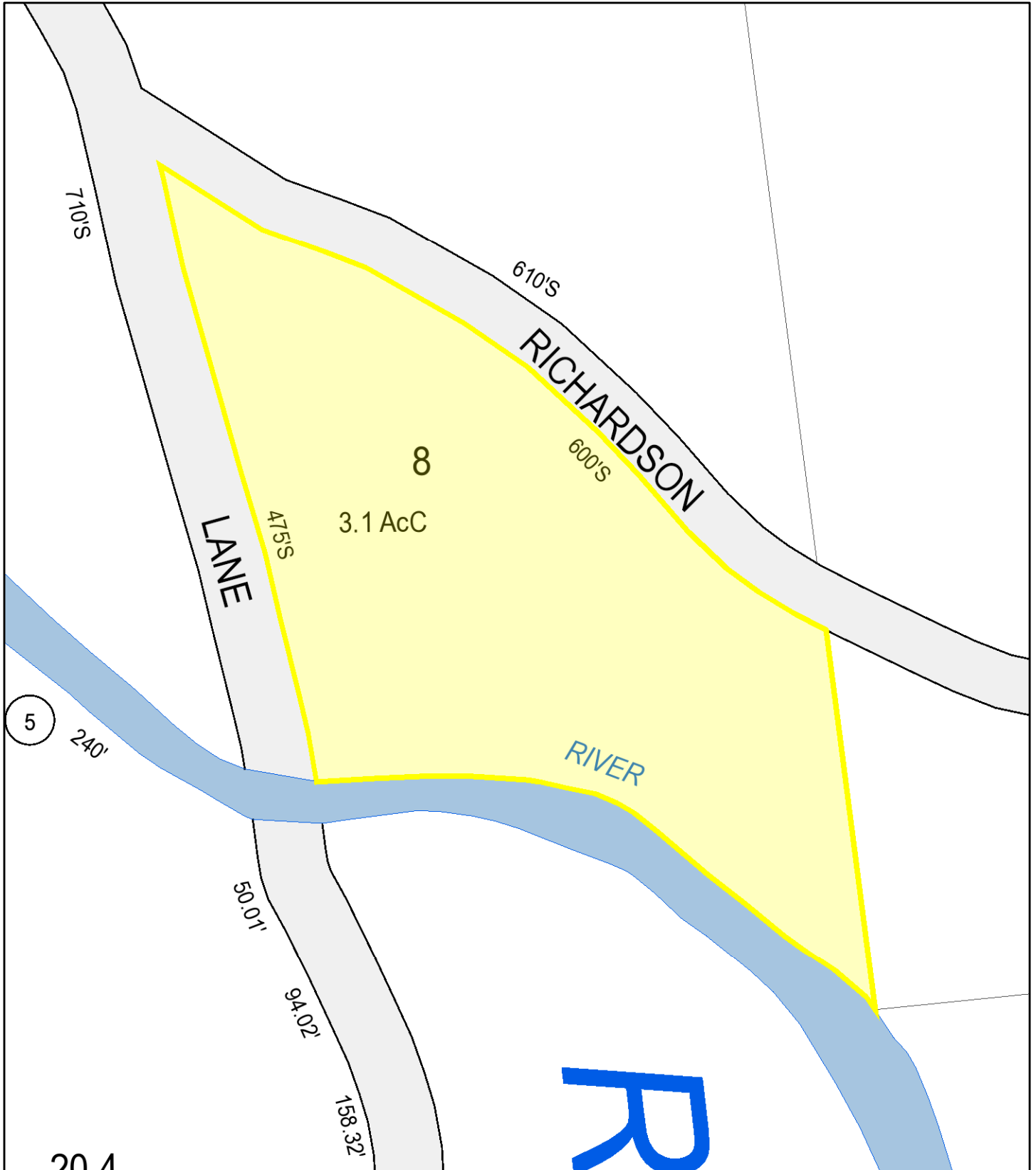
209-008 Morningside Lane

Charlestown, NH

1 inch = 100 Feet



December 1, 2020



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