

TOWN OWNED PROPERTY IN SALEM, NH
AT PUBLIC AUCTION
FORMER FIRE STATION

WEDNESDAY, JUNE 30 AT 3:00 PM
115 E BROADWAY, SALEM, NH



— SALE TO BE HELD ON SITE —

ID #21-140 • We have been retained by the Town of Salem to sell at **PUBLIC AUCTION**, this Rural Zoned property located just off Rt. 111 in North Salem • Commercial/Industrial style building built in 1800 on a 0.25± acre corner lot has vinyl siding, 3-overhead doors, ample parking around building & a detached shed • FHA/Gas heat & Modine heaters, onsite well & septic tank.

Real Estate & Tax Data: Tax Map 15, Lot 5818. Assessed Value: \$186,500. 2020 Taxes: \$4,107.

Preview: Day of sale from 2:00 PM and by appointment with auctioneer.

Terms: \$10,000 deposit by cash, certified check, bank treasurer's check or other payment acceptable to the Town of Salem at time of sale, balance due within 45 days. **SALE IS SUBJECT TO TOWN OF SALEM BOARD OF SELECTMEN CONFIRMATION. THE TOWN OF SALEM RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.** Conveyance by deed without covenants. Property sold "as is, where is" subject to all outstanding liens, if any. 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 make independent investigations of all matters they deem relevant.

ADDITIONAL INFORMATION & PHOTOS 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



Conditional Real Estate Auction Purchase Agreement and Deposit Receipt

Seller: Town of Salem, NH
 33 Geremonty Drive
 Salem, NH 03079

Buyer : _____

Real Estate: 115 East Broadway
 Tax Map 15, Lot 5818, Salem, New Hampshire

Dated: _____

For consideration paid, Buyer and Seller agree that:

1. Description of Real Estate. Seller agrees to sell and convey, and Buyer agrees to purchase, upon the following terms, the Seller’s interests in real estate, with all buildings, fixtures, improvements, and appurtenant easements, on East Broadway, Salem, Rockingham County, New Hampshire, known as 115 East Broadway, Tax Map 15, Lot 5818 (the “Real Estate”).

2. Accepted Bid Price; Payment Terms. Seller hereby acknowledges receipt of \$10,000.00 from Buyer, as a down payment for the purchase of the Real Estate (the “Initial Down Payment”), Buyer being the highest bidder at the real estate auction, with a bid of \$ _____ (the “Selling Price”). Buyer agrees to pay the balance of the selling price in the amount of \$ _____ by certified check, bank treasurer’s check, or other check satisfactory to Seller, or by wire transfer to Seller, at closing.

3. 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. Payment of such an

amount by the Buyer in accordance with this section, by cash or certified check at closing, is a prior condition of the Seller's obligation to convey title. This Buyer's Premium is in addition to the Selling Price and is payable directly to the Auctioneer.

4. Conditions to Acceptance of Bid. This Agreement shall be conditioned on the acceptance by the Board of Selectmen of the Buyer's bid at the real estate auction. Seller's execution of this Agreement shall indicate its acceptance of the bid. If Buyer's bid is rejected, the Initial Down Payment shall be returned to Buyer.

5. Closing. The Real Estate shall be transferred on the closing date, which shall be no later than forty-five days from this date (the "Closing"). The closing shall be held at the offices of the Seller at 10:30 a.m. on the closing date, or at such other time and place as the parties may agree.

6. No Financing Contingency. This Agreement is not subject to Buyer's obtaining financing. Buyer represents and warrants to Seller that it has sufficient cash or financing to complete the purchase of the Real Estate on the terms and conditions contained in this agreement.

7. Taxes, Utilities. Real estate taxes and all utilities shall be apportioned as of the closing date. Buyer shall pay its share of the transfer tax. The Seller is exempt from the transfer tax.

8. Risk of Loss. Risk of loss from any cause shall be upon Seller until the transfer of the Real Estate.

9. Default. If Buyer defaults in the performance of its obligations under this Agreement, the Deposit may, at Seller's option, become the property of Seller as reasonable liquidated damages, and Seller may transfer title to the next highest bidder at the auction, without further notice to Buyer.

10. Prior Statements. All representations, statements and agreements previously made by the parties are merged in this Agreement, which alone fully and completely expresses their obligations, and 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, made by the other or on its behalf.

11. Time of Essence. Time shall be of the essence of this Agreement.

12. Notices and Disclosures.

A. Notices. New Hampshire law (RSA 477:4-a) requires that the following notifications regarding risks associated with the ownership of any property:

(1) 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.

(2) 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. 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.

(3) 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.

B. Disclosures. Buyer acknowledges receipt of the following, and agrees that Seller has complied with all the requirements of the following statutes:

(1) The Water Supply and Sewage Disposal Disclosure required by NH RSA 477:4-c and d and attached as Exhibit A.

(2) The Public Utility Tariff Disclosure Pursuant to NH RSA 477:4-h and attached as Exhibit B.

(3) The Methamphetamine Production Notification Pursuant to NH RSA 477:4-g and attached as Exhibit C.

13. Possession and Title. Seller makes no further representations and warranties; Buyer is purchasing the Real Estate in its current condition, AS IS, WHERE IS condition, without any warranty as to its use of 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 of betterment assessments/connection or capacity charges for 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 Seller's acquisition of the property.

14. 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. The deed and

Buyer's title shall be subject to matters of record and as described in the section entitled Possession and Title above.

15. 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.

16. Miscellaneous.

A. This instrument is a New Hampshire contract; sets forth the entire contract between the parties; may be cancelled, modified or amended only in writing signed by both Seller and Buyer; and may be signed in counterparts. A photocopy, facsimile copy, or electronic copy of a signed Agreement shall be given the same effect as a signed Agreement.

B. This agreement incorporates the terms and conditions as may be announced by Seller at the real estate auction.

[Signature Page Follows]

Signature Page to Conditional Real Estate Auction Purchase Agreement and Deposit Receipt

Seller:

Town of Salem

By: _____

Buyer:

Exhibit A

Water Supply and Sewage Disposal and Insulation Disclosure Pursuant to RSA 477:4-c, d

Seller: Town of Salem

Buyer: _____

Real Estate: 115 East Broadway, Tax Map 15, Lot 5818, Rockingham County, New Hampshire

I. Seller discloses the following information to Buyer regarding the water supply at the Real Estate:

- A) Type of water-supply system: Well
- B) Location: East side of property/right side of building
- C) Malfunctions: Well
- D) Date of installation: Unknown
- E) Date of most recent water test: Unknown
- F) Unsatisfactory water test or water test with notations: Unknown

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Real Estate:

- A) Size of tank: Unknown
- B) Type of sewage disposal system: Septic Tank
- C) Location: North side of property/back of building
- D) Malfunctions: Unknown
- E) Age of system: Unknown
- F) Date of most recent service: Unknown
- G) Name of contractor who services the system: Unknown

III. Seller discloses the following information to Buyer regarding the insulation in the Real Estate: Insulation status is unknown; parts of this building were constructed in the 1800's and it has gone through several renovations since then.

EXHIBIT B

Public Utility Tariff Disclosure Pursuant to RSA 477:4-h

Seller: Town of Salem

Buyer: _____

Real Estate: 115 East Broadway, Tax Map 15, Lot 5818, Rockingham County, New Hampshire

I. Seller discloses the following information to Buyer regarding any metered public utility services at the Real Estate that Buyer may be responsible for paying as a condition of such utility service:

- A) Utility Service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 371:61:
- B) Remaining Term: None
- C) Amount of Charges: None
- D) Estimates or Documentation of gross or net energy or fuel savings: Unknown

EXHIBIT C

Required Notification Pursuant to NH RSA 477:4-g

Seller: Town of Salem

Buyer: _____

Real Estate: 115 East Broadway, Tax Map 15, Lot 5818, Rockingham County, New Hampshire

Methamphetamine Production

Seller notifies Buyer that to its knowledge, no methamphetamine production has occurred at the Real Estate.

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2232 SALEM, NH VISION
TOWN OF SALEM		1 Level	5 Well	1 Paved	3 Rural	Description	Code	Appraised	Assessed	
			6 Septic			EXEMPT	9032	85,300	85,300	
33 GEREMONTY DR		SUPPLEMENTAL DATA				EXM LAND	9032	99,800	99,800	
		Alt Prcl ID 63-8	WB LTR D SALES RE			EXEMPT	9032	1,400	1,400	
REAL_OWNERS NH 03079-3390		ROAD ID 2278	E 911							
		UNIT #	WATER B							
		GIS ID 5818	Assoc Pid#							
							Total	186,500	186,500	

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)					
TOWN OF SALEM		0		U		0		Year	Code	Assessed	Year	Code	Assessed
								2020	9032	85,300	2019	9032	85,300
									9032	99,800		9032	99,800
									9032	1,400		9032	1,400
							Total	186,500	Total	186,500	Total	186,500	

EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor				
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int				
Total			0.00									

ASSESSING NEIGHBORHOOD				APPROAISED VALUE SUMMARY					
Nbhd	Nbhd Name	B	Tracing	Batch				Appraised Bldg. Value (Card)	85,300
45								Appraised Xf (B) Value (Bldg)	0
							Appraised Ob (B) Value (Bldg)	1,400	
							Appraised Land Value (Bldg)	99,800	

NOTES										VISIT / CHANGE HISTORY					
FIRE STATION FUS=BASEBOARD HEAT BAS=MODINE HEATERS ALSO SOME PLASTER WALLS 30X36 AREA=HARD CLNG ALSO WOOD FRAME										Date	Id	Type	Is	Cd	Purpost/Result
										06-01-1999	MH			00	Measur+Listed

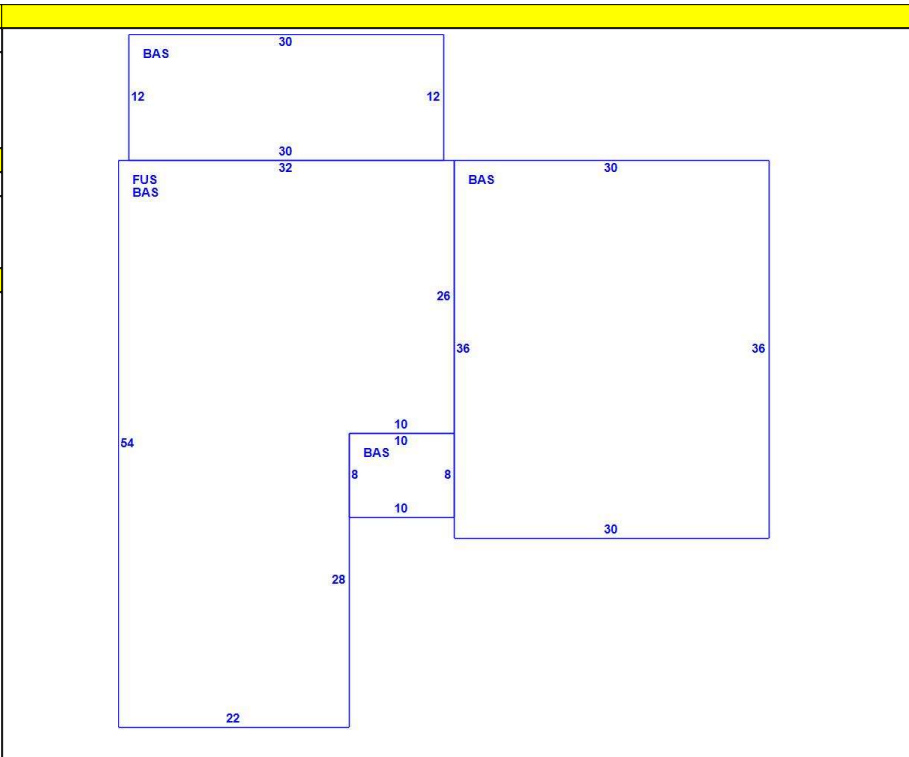
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY					
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result
										06-01-1999	MH			00	Measur+Listed

LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes	Location Adjustme	Adj Unit Pric	Land Value
1	9032	FIRE	RUR			10,890 SF	9.64	1.00000	5	1.00	45	0.950			9.16	99,800
Total Card Land Units						10,890 SF	Parcel Total Land Area: 0						Total Land Value			99,800

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	59	Fire Station			
Model:	96	Ind/Comm			
Grade:	03	Average			
Stories:	2				
Occupancy	1.00				
Exterior Wall 1	25	Vinyl Siding			
Exterior Wall 2					
Roof Structure	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	01	Minim/Masonry			
Interior Wall 2	04	Plywood Panel			
Interior Floor 1	03	Concr-Finished			
Interior Floor 2	09	Pine/Soft Wood			
Heating Fuel	03	Gas			
Heating Type	03	Hot Air-no Duc			
AC Type	01	None			
Bldg Use	9032	FIRE			
Total Rooms					
Total Bedrms	00				
Total Baths	0				
Heat/AC	00	NONE			
Frame Type	03	MASONRY			
Baths/Plumbing	02	AVERAGE			
Ceiling/Wall	03	SUS-CEIL/MN WL			
Rooms/Prtns	02	AVERAGE			
Wall Height	12.00				
% Comn Wall	0.00				
1st Floor Use:	9032				

MIXED USE		
Code	Description	Percentage
9032	FIRE	100
		0
		0

COST / MARKET VALUATION	
RCN	448,886
Year Built	1800
Effective Year Built	1988
Depreciation Code	F
Remodel Rating	
Year Remodeled	
Depreciation %	56
Functional Obsol	25
External Obsol	0
Trend Factor	1
Condition	
Condition %	
Percent Good	19
RCNLD	85,300
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value
PAV1	PAVING-ASPH	L	1,800	1.50	2000		50		0.00	1,400

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value	
BAS	First Floor	2,968	2,968	2,968	101.65	301,697	
FUS	Upper Story, Finished	1,448	1,448	1,448	101.65	147,189	
Ttl Gross Liv / Lease Area		4,416	4,416	4,416		448,886	



