

# PUBLIC AUCTION

## (4) TOWN OWNED PROPERTIES IN HAVERHILL, NH SINGLE FAMILY HOME & VACANT LOTS



Saturday, December 10, 2022 @ 10:30 AM (Registration from 9:30 AM)

Sale to be held at: **Morrill Gymnasium, 2975 Dartmouth College Hwy, Haverhill, NH**

**ID#22-223** - We have been retained by the Town of Haverhill, NH to sell at PUBLIC AUCTION these (4) town-owned properties. These properties appeal to first time homebuyers, investors, builders, or abutters

### Sale #1: 2581 Dartmouth College Hwy, (Tax Map 206, Lot 88)

1 story ranch style home located on a 0.87± acre lot along Dartmouth College Highway near downtown Haverhill · 1975 built home features 1,500± SF GLA, 3 RMS, 2 ½ BR, attached 2-car garage, enclosed porch, fireplace, finished basement, and HWBB heat. Served by town water and private septic. · Assessed Value: \$202,100. 2021 Taxes: \$5,030. **DEPOSIT: \$5,000**



### SALE # 2: Island-Mt Lake (Tax Map 201, Lot 343)



Vacant 0.11± acre island located on Mt. Lake in the Mountain Lakes District · Lot is lightly wooded and is relatively flat · Lot is unbuildable · Nice Recreational Lot · Assessed Value: \$3,000. 2021 Taxes: \$75. **DEPOSIT: \$1,000**

### SALE # 3: Carr Road (Tax Map 202, Lot 148)



0.56± acre vacant lot located on an incomplete road with frontage along Carr Road. · Lot is heavily wooded and relatively flat · Assessed Value: \$7,600. 2021 Taxes: \$189. **DEPOSIT: \$1,000**

### SALE # 4: Skiway Terrace (Tax Map 203, Lot 232)



0.65± acre vacant lot located on a Class VI road. · Lot is heavily wooded, sloping down from the road and is rolling in topography · Assessed Value: \$3,200. 2021 Taxes: \$80. **DEPOSIT: \$1,000**

## 10% BUYER'S PREMIUM DUE AT CLOSING

**PREVIEWS:** Properties with road frontage are marked, a drive-by is recommended.

**TERMS:** \$5,000 for home, \$1,000 per vacant lot, non-refundable deposits by cash, certified check/bank check or other tender acceptable to the Town of Haverhill at time of sale, balance of purchase due within 45 days from the sale date. Conveyance by deed, without covenants. Sales are subject to Town of Haverhill confirmation. The Town of Haverhill 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.

*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.*

**PLOT PLANS, PHOTOS, BROCHURE, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE**



**JSJ Auctions**  
SINCE 1982



45 Exeter Road, Epping, NH 03042, NH Lic. #2279  
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**PURCHASE AND SALE AGREEMENT  
FOR  
AUCTION SALE OF TAX DEEDED PROPERTY**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Town of Haverhill, with an address of 2975 Dartmouth College Hwy, No. Haverhill, NH 03774, (SELLER), and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (BUYER).

**WITNESSETH**

1. Premises: SELLER agrees to sell and convey and BUYER agrees to buy land and buildings, if any, located on \_\_\_\_\_, being property described in a deed recorded in the Grafton County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_. A copy of said deed is attached hereto as Appendix A and made a part hereof.

2. Purchase Price:

Purchase Price is:	\$ _____
Deposit	\$ _____
Balance due at closing In cash or certified check	\$ _____

Receipt of the Deposit is hereby acknowledged. Deposit shall be held in non-interest bearing escrow account by the SELLER, and is non-refundable.

**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 10% 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 SELLER'S obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

3. Deed: The property shall be conveyed by a good and sufficient Quitclaim Deed.

4. Transfer of Title: Transfer of title shall take place within 45 days of the date of this Agreement, at the offices of the Grafton County Registry of Deeds, or such other place and time as may be mutually agreed upon.

5. Recording Fees and Transfer Tax: BUYER shall be responsible for all recording fees and transfer taxes, which may be assessed with respect to this conveyance, and shall provide all necessary forms to the SELLER, and shall cause same to be filed as required by law. All fees and filings shall be completed with 15 days of closing.

6. Risk of Loss: Risk of loss from any cause shall be upon the SELLER until the transfer of the property covered hereby.

7. "As Is Condition" The sale of the property as provided for herein is made on an "AS IS" condition, subject to all faults, latent or patent.

8. RSA 477:4-A Notice:

The Seller has no knowledge of:

Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

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.

9. Possession: Possession of the premises shall be free of all tenants, personal property, and encumbrances except as herein stated and is to be given on or before transfer of title.

10. Agent or Broker: The parties hereto agree that no agent or broker brought about this sale on behalf of SELLER.

11. Examination of Title: The Seller makes no representations about the title to the property. If BUYER desires an examination of title, it shall pay the cost thereof.

12. Apportionments: BUYER shall be responsible for the payment of taxes from the date of the closing to the end of the tax year.

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

14. Binding Effect: This contract shall be binding upon the heirs, successors and assigns of both SELLER and BUYER.

15. Prior Statements: All representations, statements, and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their respective 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 his behalf.

16. Construction of Agreement: This Agreement, executed in duplicate, shall be construed as a New Hampshire contract.

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

18. Severability: Should any provision of this Agreement or any portion of any provision of this Agreement be held invalid or unenforceable according to law, the remaining portions hereof shall not be effected thereby but shall continue in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**SELLER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**BUYER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## **Bidder's Acknowledgement of the Terms and Conditions of Sale**

**Deposit Required:** Auction registrants will provide a deposit in cash or check payable to the Town of \_\_\_\_\_ in the amount of \$\_\_\_\_\_. Deposits of unsuccessful bidders will be returned at the conclusion of the auction. A deposit can be paid in cash, bank check, or any other form of payment or guaranty deemed acceptable by the Town of \_\_\_\_\_.

**Due Diligence:** The Bidder further acknowledges that he/she has performed due diligence in researching each property prior to bidding on same.

**Buyer's Premium:** A buyer's premium of ten percent (10%) of the bid price (successful bid) will be charged to the high bidder and is payable to the Auctioneer at closing.

**Disclaimer:** The information provided by the Municipality in the bidder packet is for informational purposes only. The Bidder is required to conduct his/her own research and to make his/her own conclusions regarding title, fitness for a particular purpose, zoning restrictions, etc.

**Closing/Transfer of Title to Successful Bidder:** Closing will take place within 45 days of the sale at the \_\_\_\_\_ Town Offices or other mutually agreed upon location. Prior to leaving the auction venue, each successful Bidder will be required to sign a Memorandum of Sale and tender a non-refundable deposit which will be held in escrow by the Seller until closing. Failure on the part of the successful Bidder to meet the terms of sale within the closing period will result in the forfeiture of the deposit as liquidated damages at the sole discretion of the Municipality, as well as other legal remedies available to the Municipality for breach of contract. The successful Bidder will receive a quitclaim deed conveying title to the property, which will be subject to any easements, restrictive covenants, and/or benefits that remain of record. The successful Bidder will be required to pay all NH transfer taxes and deed recording-related fees at the time of closing.

**No Warranty of Title:** The Bidder acknowledges the Municipality is conveying the property AS IS, WHERE IS, WITH ALL FAULTS, with no representations as to the quality of the title being conveyed or the quality of the property being bid upon. The Bidder further acknowledges that all representations made by the Municipality or its agents are for descriptive purposes only, and are not to be relied upon by the Bidder for determining whether the property is suitable for building or for any purpose whatsoever.

**Signature Required:** The Bidder is required to read and sign this "Bidder's Registration and Acknowledgment" in recognition that he/she has read and understands

its terms, and he/she understands same and will abide by its terms for the auction sale. The auctioneer can refuse a bid or to consummate a sale with any person who refuses to sign this "Bidder's Registration and Acknowledgment."

**Rights Reserved:** The Municipality reserves the right to add or remove properties from the list of properties for sale, increase or decrease the minimum bid amount, offer the property to an unsuccessful Bidder in the event the successful Bidder defaults, sell parcels in groups, postpone or cancel the auction, or take whatever reasonable action it deems appropriate in order to facilitate sale of the properties or otherwise.

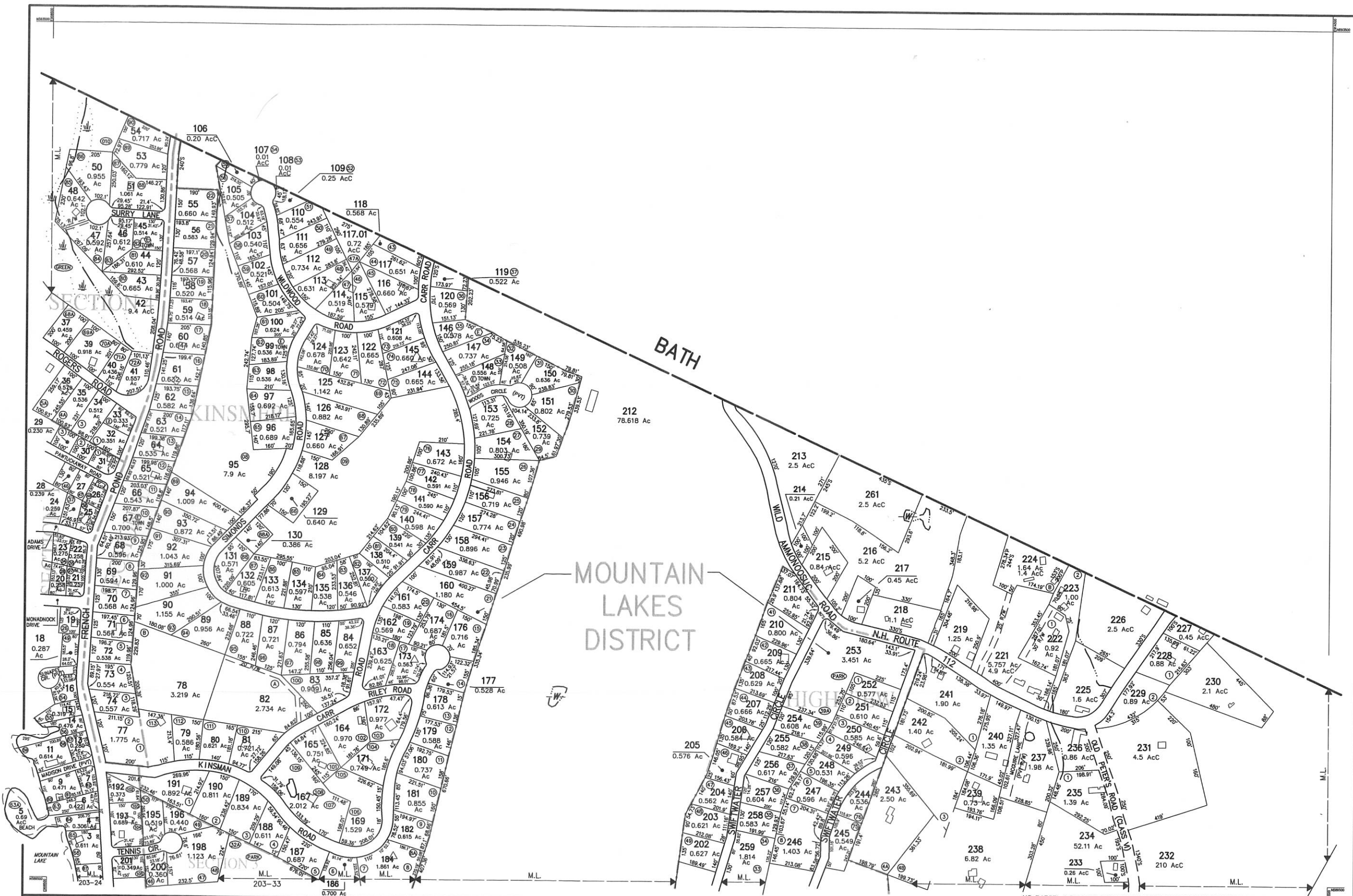
OWNER INFORMATION		SALES HISTORY					PICTURE	
<b>HAVERHILL, TOWN OF - TD</b>  2975 DARTMOUTH COLLEGE HWY  NO HAVERHILL, NH 03774		<b>Date</b>	<b>Book</b>	<b>Page</b>	<b>Type</b>	<b>Price</b>	<b>Grantor</b>	
		05/02/2008	3513	0614	U V 35		PELILLO, DENNIS A. & K	
LISTING HISTORY		NOTES						
09/05/17	TNRL	NADEAU VACANT; WOODDED; RD FRONTAGE ON CARR RD ALSO.						
09/12/12	CMRL							
10/23/07	GF V							

EXTRA FEATURES VALUATION								MUNICIPAL SOFTWARE BY AVITAR			
<b>Feature Type</b>	<b>Units</b>	<b>Lngh x Width</b>	<b>Size Adj</b>	<b>Rate</b>	<b>Cond</b>	<b>Market Value</b>	<b>Notes</b>	<b>Haverhill Assessing Office</b>			
PARCEL TOTAL TAXABLE VALUE								<b>Year</b>	<b>Building</b>	<b>Features</b>	<b>Land</b>
								2020	\$ 0	\$ 0	\$ 7,500
								Parcel Total: \$ 7,500			
								2021	\$ 0	\$ 0	\$ 7,600
								Parcel Total: \$ 7,600			
								<b>2022</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 7,600</b>
								<b>Parcel Total: \$ 7,600</b>			

LAND VALUATION											LAST REVALUATION: 2021			
<b>Zone:</b> 101 MTN LAKES-NONWF <b>Minimum Acreage:</b> 0.50 <b>Minimum Frontage:</b> 200											<b>Site:</b> AVERAGE <b>Driveway:</b> NONE <b>Road:</b> DIRT			
<b>Land Type</b>	<b>Units</b>	<b>Base Rate</b>	<b>NC</b>	<b>Adj</b>	<b>Site</b>	<b>Road</b>	<b>DWay</b>	<b>Topography</b>	<b>Cond</b>	<b>Ad Valorem</b>	<b>SPI</b>	<b>R</b>	<b>Tax Value</b>	<b>Notes</b>
EXEMPT-MUNIC	0.500 ac	30,000	E	100	100	100	100		25	7,500	0	N	7,500	UNIMPROVED
EXEMPT-MUNIC	0.056 ac	x 6,000	X	100					25	100	0	N	100	
	<b>0.556 ac</b>									<b>7,600</b>			<b>7,600</b>	







THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.  
 THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM.  
 PHOTOGRAPHY DATE: MAY 7, 1996  
 COMPLETION DATE: AUGUST 15, 1998

PRODUCED IN 1998 BY  
**CAI Technologies**  
 11 PLEASANT STREET, LITTLETON, NH 03581  
 800.322.4540 - WWW.CAI-TECH.COM

AREA SURVEYED ..... Ac  
 AREA CALCULATED ..... AcC  
 RECORD DIMENSION ..... 100'  
 SCALED DIMENSION ..... 100'S  
 MATCH LINE

**LEGEND**  
 EXEMPT PROPERTY. (1)  
 SUBDIVISION LOT NO. (2)  
 BUILDING  
 RIGHT OF WAY/ACCESS  
 COMMON OWNERSHIP  
 WETLANDS

SCALE 1" = 200'  
 FEET 0 100 200 400 600  
 METERS 0 50 100 150  
 REVISED TO: APRIL 1, 2020

PROPERTY MAPS  
**H A V E R H I L L**  
 NEW HAMPSHIRE

INDEX DIAGRAM  
 403  
 201  
 404  
 204  
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MAP NO.  
**202**

NO PARCEL 1,2,8,10,12,17,38,49,52,75,76,166,168,170,175,183,185,194,197,199,220,260