

PUBLIC AUCTION

TOWN OWNED VACANT 0.82± ACRE LOT IN BELMONT, NH

Thursday, June 8, 2023 @ 4:00 PM

65 Dearborn Street, Belmont, NH

ID#23-140 · We have been retained by the Town of Belmont to sell at PUBLIC AUCTION this town-owned property. This property appeals to investors, builders, or abutters.



SALE TO BE HELD ON SITE

Vacant 0.82± acre lot w/ 206± FF located just off Rt. 140 close to the center of town · Lot is relatively flat and is lightly wooded. Lot has access to public water and sewer. Tax Map 123, Lot 45. Assessed Value: \$47,600. 2022 Taxes: \$909.64. **DEPOSIT: \$5,000.**

10% BUYER'S PREMIUM DUE AT CLOSING

PREVIEW: Property is marked, a drive-by is recommended.

TERMS: \$5,000.00 non-refundable deposit by cash, certified/bank check or other tender acceptable to the Town of Belmont at time of sale, balance of purchase price along with buyer's premium due within 45 days from the sale date. Conveyance by Quitclaim Deed. Sale is subject to Town confirmation. The Town of Belmont reserves the right to reject any & all bids. The property will be 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 & 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
603-734-4348 • www.jsjauctions.com

AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this 8th day of June, 2023, by and between the Town of Belmont, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 143 Main Street, Belmont, New Hampshire 03220 (hereinafter referred to as the “SELLER”), and the BUYER _____
having an address of _____

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land with the improvements thereon, located in Belmont, New Hampshire, known as:

Map: _____ Lot: _____ Address: _____

PRICE: The SELLING PRICE is \$ _____

The BUYER’S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$ _____

The BALANCE OF THE SELLING PRICE shall be payable at closing, and tendered in cash or certified check in the amount of \$ _____

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 BUYERS 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 Town’s obligation to convey title. This BUYER’S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

DEED: The SELLER agrees to furnish, at its own expense, a duly executed QUITCLAIM DEED, to the property.

POSSESSION AND TITLE: The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or 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 or 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 Town’s acquisition of the property.

TRANSFER OF TITLE: Shall be given on or before forty five (45) days after the date of this AGREEMENT. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be as designated by the SELLER and shall occur at Belmont Town Offices, 143 Main Street, Belmont, NH. **Time is of the essence.**

AGREEMENT AND DEPOSIT RECEIPT (Cont'd)

TITLE: If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by QUITCLAIM DEED. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close, SELLER reserves the unqualified right to sell the property to the next highest qualified bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

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.

GOVERNING LAW: This Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

REVENUE STAMPS AND CLOSING COSTS: Buyer shall pay for the revenue stamps assessed against by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Belknap County Registry of Deeds.

N.H. REV. STAT. ANN. §477:4 AND §485-A:39 NOTICES:

- a. 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.
- b. "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."
- c. 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.
- d. RSA 477:4-c and d, Water Supply, Sewage Disposal and Insulation: Seller has no information.
- e. RSA 477:4-g Methamphetamine Production Site: Seller has no information regarding whether Property was used for methamphetamine production.
- f. RSA 485-A:39 Waterfront Property Site Assessment Study: Seller has no information.
- g. RSA 477:4-h Public Utility Tariff Pursuant to RSA 374:61: Seller has no information whether Property is subject to a public utility tariff under RSA 374:61.

PRIOR STATEMENTS: All representations, statements, and agreements heretofore made between the parties hereto are merged in this AGREEMENT, which alone fully and completely expresses the respective obligations, and this AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT. This Agreement shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

ADDITIONAL PROVISIONS:

WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

TOWN OF BELMONT

BUYER

By: _____

By: _____

Its: _____
Duly authorized

Its: _____
Duly authorized

Date: _____

Date: _____

Witness: _____

Witness: _____

CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT									
TOWN OF BELMONT		4	Rolling	3	Public Sewer	1	Paved			Description	Code	Assessed	Assessed						
				2	Public Water					EXM LAND	9030	47,600	47,600						
PO BOX 310		SUPPLEMENTAL DATA																	
BELMONT NH 03220		Alt Prcl ID				SEWER E													
		BMSI # 0000602		PICK UP D 04/01/2021		CST w/o P		MAP CHA											
		GIS ID 123-045-000-000		Assoc Pid#															
										Total		47,600	47,600						
RECORD OF OWNERSHIP		BK-VOL/PAGE		SALE DATE		Q/U		VI		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)					
TOWN OF BELMONT BROWN, WENDELL + CAROLYN		3245	0421	06-17-2019		U	I			0	1	Year	Code	Assessed	Year	Code	Assessed		
		0	0			U	I			0	1	2022	9030	47,600	2021	9030	35,300	2019	9030
										Total		47,600	Total	35,300	Total	33,200			
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor											
Year	Code	Description		Amount	Code	Description	Number												
				Total	0.00					APPRAISED VALUE SUMMARY									
								Appraised Bldg. Value (Card)				0							
								Appraised Xf (B) Value (Bldg)				0							
								Appraised Ob (B) Value (Bldg)				0							
								Appraised Land Value (Bldg)				47,600							
								Special Land Value				0							
								Total Appraised Parcel Value				47,600							
								Valuation Method				C							
								Total Appraised Parcel Value				47,600							
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			
19-161	11-22-2019	DE		0	02-13-2020	100		DEMO BUILDING AND BACK			04-13-2021 02-13-2020	RD DR	03		55 11	Merge - Restrictive Coven Inspect/BP			
LAND LINE VALUATION SECTION																			
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes			Location Adjustment		Adj Unit P	Land Value	
1	903V	MUNICIPAL MDL	RES		35,719 SF	1.40	1.00000	1	0.95	50	1.000	CF=SHARED DRIVE			1.0000	1.33	47,600		
					Total Card Land Units	35,719 SF	Parcel Total Land Area					1						Total Land Value	47,600

VISION

1503
 BELMONT, NH

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Description	Element	Cd	Description					
Style: 99 Model: 00 Grade: Stories: Occupancy Exterior Wall 1 Exterior Wall 2 Roof Structure: Roof Cover Interior Wall 1 Interior Wall 2 Interior Flr 1 Interior Flr 2 Heat Fuel Heat Type: AC Type: Total Bedrooms Total Bthrms: Total Half Baths Total Xtra Fixtrs Total Rooms: Bath Style: Kitchen Style: Loc Adj. MFGH Color		Vacant Land Vacant								
CONDO DATA										
Parcel Id			C	Owne						
			B	S						
Adjust Type	Code	Description	Factor%							
Condo Flr										
Condo Unit										
COST / MARKET VALUATION										
Building Value New			1							
Year Built										
Effective Year Built										
Depreciation Code										
Remodel Rating										
Year Remodeled										
Depreciation %										
Functional Obsol										
Economic Obsol										
Trend Factor										
Condition										
Condition %										
Percent Good										
RCNLD										
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	% Gd	Grade	Grade Adj.	Appr. Value
BUILDING SUB-AREA SUMMARY SECTION										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value				
Ttl Gross Liv / Lease Area		0	0	0		0				

No Sketch



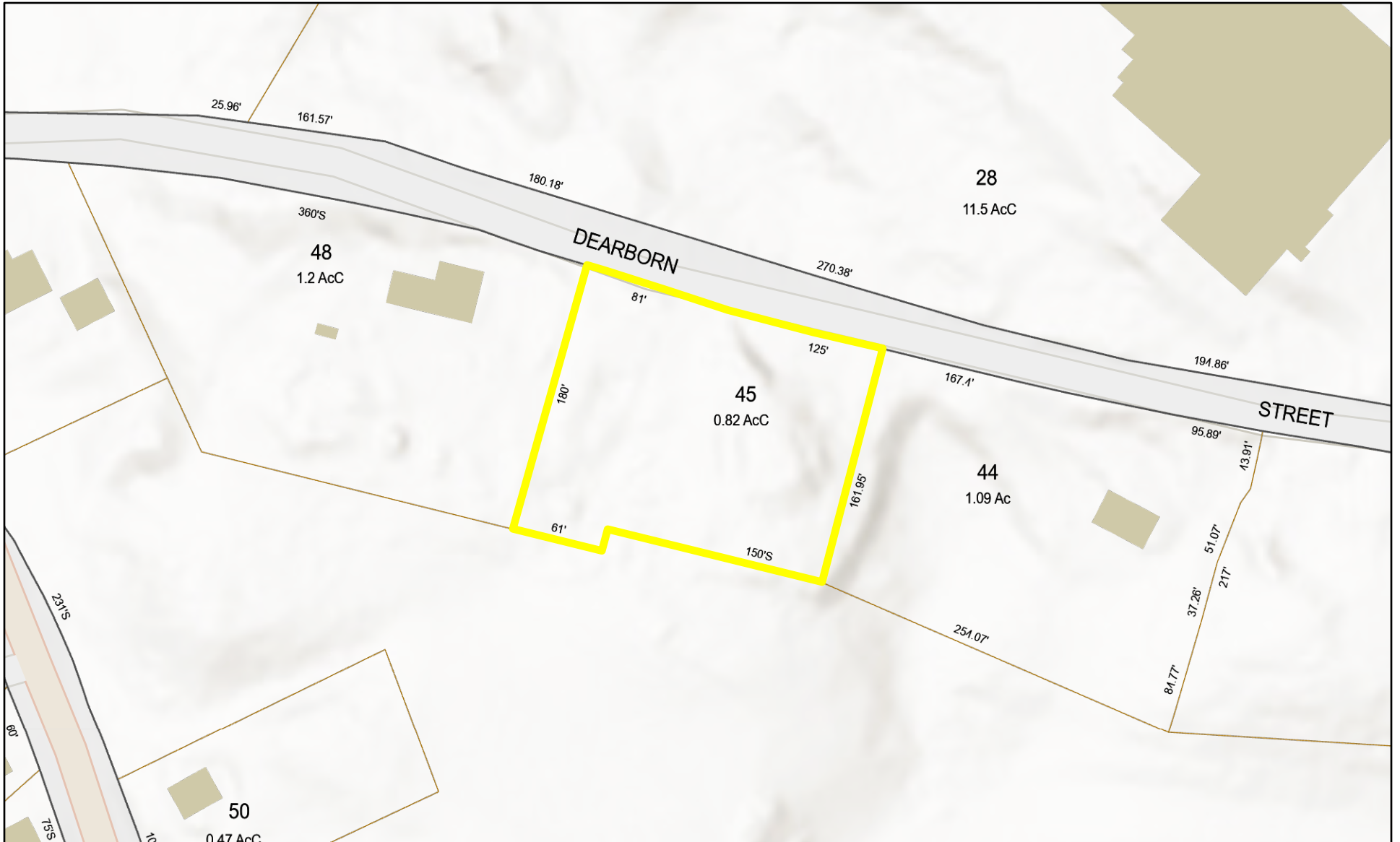
Town of Belmont, NH

1 inch = 94 Feet



April 6, 2023

www.cai-tech.com



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