

# PUBLIC AUCTION

## (32) Town Owned Properties



### TOWN OF HAVERHILL, NH Saturday, October 28, 2023 AT 10:00 AM

(Registration from 9:00 AM)

Sale location: CLIFFORD MEMORIAL BUILDING , 65 S. Court St, Woodsville, NH

ID#23-204. We have been retained by the Town of Haverhill to sell at Public Auction these (32) town owned properties. These properties appeal to first time home buyers, investors, builders, sportsmen or abutters!

### SINGLE FAMILY HOMES, MANUFACTURED HOMES, WATERFRONT & VACANT LOTS

Sale	Map	Lot	Address	Assessed Value	Deposit	Description
1	422	58	360 Lily Pond Road	\$158,600.00	\$5,000	Home on 1.25± Acres
2	101	149	6 Nelson Street	\$97,300.00	\$5,000	Home on 0.4± Acres
3	414	19	11 Sand Road	\$82,600.00	\$5,000	Home on 0.5± Acres
4	103	39	8 Walnut Street	\$81,300.00	\$5,000	Home on 0.35± Acres
5	206	94	2675 Dartmouth College Hwy	\$77,100.00	\$5,000	Home on 0.55± Acres
6	208	24	524 Dartmouth College Hwy	\$56,900.00	\$2,500	Home on 0.2± Acres
7	422	59	39 Moody Road	\$34,500.00	\$2,500	5.5± Acre Lot
8	413	124	37 Blackberry Drive	\$28,700.00	\$2,500	Mfg Home on 1.2± Acres
9	410	88	French Pond Road	\$26,000.00	\$2,500	Vacant 5.4± Acre Lot
10	208	30	50 Pleasant View MHP	\$12,800.00	\$2,500	Mfg Home in Park
11	101	98	Ammonoosuc Street	\$5,900.00	\$1,000	Vacant 0.15± Acre Lot
12	402	45	69 Brill Hill Road	\$5,100.00	\$1,000	Mfg Home in 55+ Park

### (20) Properties located in The Mountain Lakes District

Sale	Map	Lot	Address	Assessed Value	Deposit	Description
13	202	250	533 Swiftwater Circle	\$101,200.00	\$5,000	Home on 0.6± Acres
14	201	224	Lakeside Drive	\$22,800.00	\$2,500	Waterfront 0.3± Acre Lot
15	202	210	Swiftwater Circle	\$8,000.00	\$1,000	Vacant 0.8± Acre Lot
16	204	47	Haverhill Lane	\$7,900.00	\$1,000	Vacant 0.74± Acre Lot
17	204	162	French Pond Road	\$7,600.00	\$1,000	Vacant 0.56± Acre Lot
18	201	80	Vernon Drive	\$7,600.00	\$1,000	Vacant 0.56± Acre Lot
19	403	35	White Mountain Road	\$7,200.00	\$1,000	Vacant 0.41± Acre Lot
20	204	252	Kearsarge Drive	\$6,900.00	\$1,000	Vacant 0.35± Acre Lot
21	204	249	Dartmouth Road	\$6,900.00	\$1,000	Vacant 0.34± Acre Lot
22	203	154	Valley Road	\$6,300.00	\$1,000	Vacant 0.73± Acre Lot
23	201	187	Bridgeview Drive	\$5,900.00	\$1,000	Vacant 0.47± Acre Lot
24	204	170	French Pond Road	\$5,500.00	\$1,000	Vacant 0.35± Acre Lot
25	203	38	Westview Drive	\$5,500.00	\$1,000	Vacant 0.35± Acre Lot
26	201	21	Hanover Drive	\$5,400.00	\$1,000	Vacant 0.33± Acre Lot
27	202	93	Simonds Road	\$4,900.00	\$1,000	Vacant 0.87± Acre Lot
28	204	278	King Drive	\$4,500.00	\$1,000	Vacant 0.48± Acre Lot
29	202	85	Simonds Road	\$3,500.00	\$1,000	Vacant 0.64± Acre Lot
30	203	230	Skiway Terrace	\$3,200.00	\$1,000	Vacant 0.74± Acre Lot
31	201	111	Straford Drive	\$3,100.00	\$1,000	Vacant 0.72± Acre Lot
32	202	102	Wildwood Road	\$3,000.00	\$1,000	Vacant 0.52± Acre Lot

### 10% BUYERS PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

**PREVIEW:** Lots are marked; drive-by is recommended. **TERMS:** All deposits non-refundable by cash, certified check, bank treasurer's check, or other form of payment acceptable to the Town of Haverhill at time of sale; balance of purchase price due within 45 days after date of sale. Conveyance by deed, without covenants. Sale is subject to Town confirmation. 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.

ADDITIONAL INFORMATION & PHOTOS ARE AVAILABLE ON OUR WEBSITE



45 Exeter Road, Epping, NH 03042, NH Lic. #2279  
603-734-4348 • www.jsjauctions.com

**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.

3. Deed: The property shall be conveyed by 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 Haverhill Town Office, 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 Acknowledgment of the Terms and Conditions of Sale**

**Deposit Required:** Auction registrants will provide a deposit in cash or check payable to the Town of Haverhill 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 Haverhill.

**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 Haverhill Town Offices or other mutually agreed upon location. Prior to leaving the auction venue, each successful Bidder will be required to sign a Purchase And Sale Agreement 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."

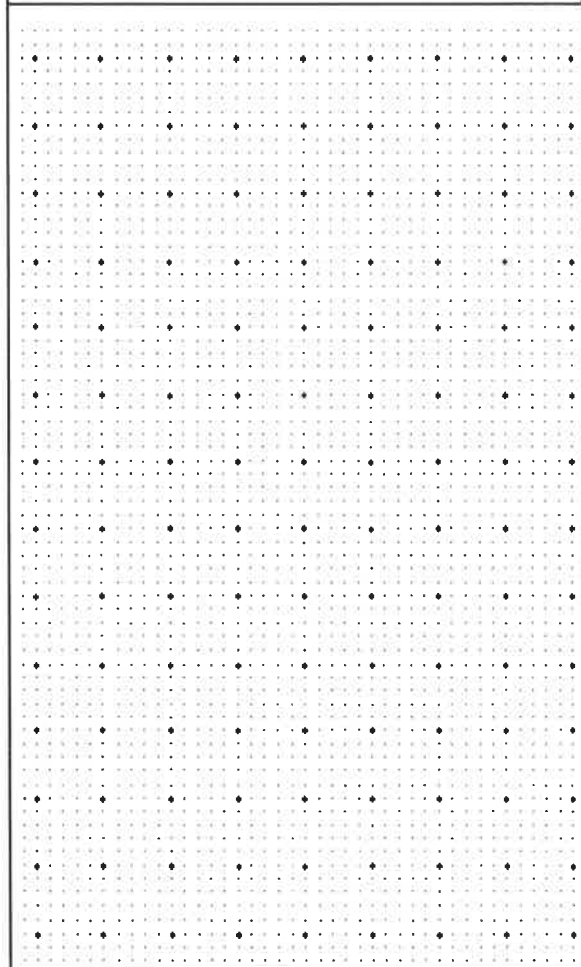
**Rights Reserved:** The Municipality reserves the right to add or remove properties from the list of properties for sale, increase or decrease the minimum bid amount, offer the property to an unsuccessful Bidder in the event the successful Bidder defaults, sell parcels in groups, postpone or cancel 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	<table border="1"> <thead> <tr> <th>Date</th> <th>Book</th> <th>Page</th> <th>Type</th> <th>Price</th> <th>Grantor</th> </tr> </thead> <tbody> <tr> <td>10/15/2020</td> <td>4564</td> <td>939</td> <td>U V 35</td> <td></td> <td>GABRIEL, DONALD</td> </tr> </tbody> </table>	Date	Book	Page	Type	Price	Grantor	10/15/2020	4564	939	U V 35		GABRIEL, DONALD	
Date	Book	Page	Type	Price	Grantor									
10/15/2020	4564	939	U V 35		GABRIEL, DONALD									
LISTING HISTORY	NOTES													
08/28/18 TNRL 09/11/07 GFV 09/27/02 CMRL	VACANT, WOODED.													

EXTRA FEATURES VALUATION										MUNICIPAL SOFTWARE BY AVITAR			
Feature Type	Units	Lngh	x Width	Size Adj	Rate	Cond	Market Value	Notes	<b>Haverhill Assessing Office</b>				
										<b>PARCEL TOTAL TAXABLE VALUE</b>			
		<b>Year</b>	<b>Building</b>	<b>Features</b>			<b>Land</b>						
		2021	\$ 0	\$ 0			\$ 6,900	Parcel Total: \$ 6,900					
		2022	\$ 0	\$ 0			\$ 6,900	Parcel Total: \$ 6,900					
		<b>2023</b>	<b>\$ 0</b>	<b>\$ 0</b>			<b>\$ 6,900</b>	<b>Parcel Total: \$ 6,900</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> FAIR <b>Driveway:</b> NONE <b>Road:</b> DIRT		
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes	
EXEMPT-MUNIC	0.343 ac	27,488	E	100	100	100	100		25	6,900	0	N	6,900		
	<b>0.343 ac</b>									<b>6,900</b>			<b>6,900</b>		



PICTURE	OWNER	TAXABLE DISTRICTS	BUILDING DETAILS							
	<b>HAVERHILL, TOWN OF - TD</b>  2975 DARTMOUTH COLLEGE HWY  NO HAVERHILL, NH 03774	<table border="1"> <thead> <tr> <th>District</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>MOUNTAIN LAK</td> <td>% 100</td> </tr> </tbody> </table>	District	Percentage	MOUNTAIN LAK	% 100	Model: Roof: Ext: Int: Floor: Heat: Bedrooms:      Baths:      Fixtures: Extra Kitchens:      Fireplaces: A/C:      Generators: Quality: Com. Wall: Stories:  <p style="text-align: right;">Base Type:</p>			
District	Percentage									
MOUNTAIN LAK	% 100									
	<b>PERMITS</b>		<b>BUILDING SUB AREA DETAILS</b>							
	<table border="1"> <thead> <tr> <th>Date</th> <th>Permit ID</th> <th>Permit Type</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Date	Permit ID	Permit Type	Notes					
Date	Permit ID	Permit Type	Notes							
	Year Built: Condition For Age:      % Physical: Functional: Economic: Temporary:      %									



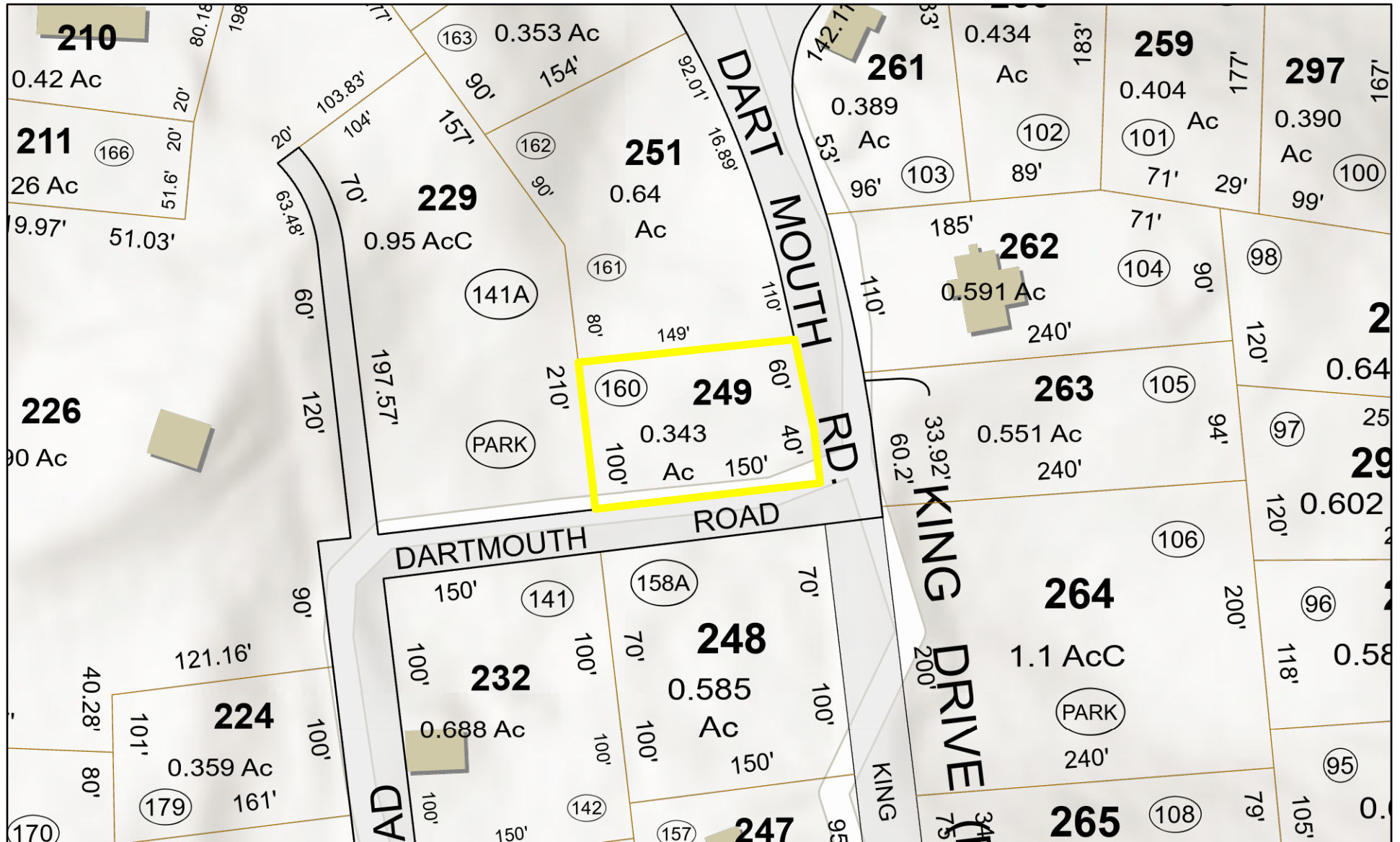
Town of Haverhill, NH

1 inch = 94 Feet



September 21, 2023

www.cai-tech.com



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