

## **MEMORANDUM OF SALE**

By virtue of a public auction held on January 30, 2026, the Town of Belmont (“Seller”) agrees to convey and \_\_\_\_\_ of \_\_\_\_\_ (“Buyer”) agrees to acquire the following described property on the terms and conditions set forth as follows:

1. **Property:** The land and buildings known as 200 Daniel Webster Highway as shown on the Town of Belmont tax maps as Map 101 Lot 003, Sublot 000, meaning and intending to describe the same premises as in Tax Collector’s Deed record at the Registry of Deeds in Book 3692, Page 603.
2. **Purchase Price:** The purchase price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the “Purchase Price”), which shall be paid as follows:
  - a. Ten Thousand Dollars (\$10,000.00) in cash, certified or bank treasurer’s check on the signing of this Memorandum (the “Initial Deposit”);
  - b. Fifteen Thousand Dollars (\$15,000.00) in cash, certified or bank treasurer’s check on or before February 6, 2026 (the “Additional Deposit” and together with the Initial Deposit, the “Deposit”).
  - c. The balance of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in cash, certified or bank treasurer’s check at the closing.
3. **Buyer’s Premium:** Buyer shall pay JSJ Auctions a Buyer’s Premium of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) equal to Ten percent (10.00%) of the Purchase Price at closing. **THE BUYER’S PREMIUM IS IN ADDITION TO, NOT A PART OF, THE PURCHASE PRICE.** Seller and Buyer represent to each other that no broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any such broker or agent claiming through him or her, including reimbursement or reasonable attorney fees and court cost.
4. **Encumbrances:** The Premises are sold subject to all rights of possession and subject to all prior liens, easements, and other enforceable encumbrances, whether or not of record, and to any rights of redemption which the Internal Revenue Service or any other governmental agency may possess.
5. **Deed and Closing:** The deed shall be a quitclaim deed substantially the same form attached as Exhibit A. The deed shall be delivered and the balance of the Bid Price shall be paid on or before March 16, 2026 at such place as the parties shall agree.
6. **Revenue Stamps and Closing Costs:** Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Registry of Deeds.
7. **Default:** If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole

remedy. If Buyer defaults, Seller shall be entitled to retain the Deposit as liquidated damages, or pursue its remedies at law or in equity at its election. In addition, upon default by Buyer, Buyer's bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises or further assign the bid.

**8. Inspection:** Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take the within described property AS IS. The Buyer agrees and acknowledges that it is their responsibility and obligation to secure the premises as of the date of this Memorandum. The Buyer shall be responsible for maintaining insurance coverage on the premises; Seller shall not keep the premises insured against loss for the benefit of the Buyer.

**9. Acceptance of Deed:** Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

**10. Governing Law:** This Memorandum is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

**11. Integration:** All representations, statements and agreements heretofore made are merged in this Memorandum which is the full expression of the parties' obligations and neither party in entering this Memorandum has relied upon any statement or representation not set forth herein.

**12. Time:** Time is of the essence as to every aspect of this Memorandum of Sale.

**13. Disclosures:**

- a. **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.
- 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](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.
- c. **Lead:** Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair, or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or

drinking water

- d. **PFAS:** Poly-and perfluoroalkyl substances (PFAS) are found in products that are used in domestic, commercial, institutional and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer's decision regarding the need to install water treatment systems.
- e. **Flood:** Properties in coastal areas and along waterways may be subject to increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone.
- f. **Water Supply; Sewage Disposal:** Seller has no information relative to (i) the type of private water supply system, its location, malfunctions, date of installation, date of the most recent water test and whether or not the seller has experienced a problem such as an unsatisfactory water test or a water test with notations; (ii) the sewage disposal system including the size of the tank, type of system, its location, malfunctions, the age of the system, the date it was most recently serviced, and the name of the contractor who services the system; (iii) approved seating capacity based on the sewage disposal system, if the property is a food service establishment; the type of private water supply system, its location, malfunctions, date of installation, date of most recent water test and whether or not the seller has experienced a problem such as an unsatisfactory water test or a water test with notations; (iv) the private sewage disposal system including its location, malfunctions, the date it was most recently serviced and the name of the contractor who services the system; (v) the insulation, including type and location; (vi) the property being located in a federally designated flood hazard zone.

**14. Additional Provisions:** Buyer acknowledges that the property was acquired by the Seller by Tax Collector's Deed. Borrower understands that purchasing tax deed properties presents additional risks. Buyer may be unable to obtain title insurance or financing for the property; defects in title may exist; the former owner may dispute the taxes, dispute tax lien procedure, redeem the property or refuse to vacate; and the property may be subject to liens and encumbrances.

WITNESS OUR HANDS this January 30, 2026.

**WITNESS**

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**SELLER**

Town of Belmont

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER**

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Name: \_\_\_\_\_

SS or Fed. ID: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_

**Exhibit A**

**QUITCLAIM DEED**

The **Town of Belmont**, a New Hampshire municipal corporation with a principal place of business at 143 Main Street, Belmont, NH 03220, for consideration paid, grants to \_\_\_\_\_, with a mailing address of \_\_\_\_\_, with a mailing address of \_\_\_\_\_, with QUITCLAIM COVENANTS, the following property located in the Town of Belmont, County of Belknap, and State of New Hampshire:

PROPERTY ADDRESS: 200 Daniel Webster Highway

MAP/LOT: 101-003-000-000

DESCRIPTION: .854 Acre Lot, Residential/Commercial/Commercial Lend

Meaning and intending to describe and convey the same premises described in Tax Collector's Deed record at the Registry of Deeds in Book 3692, Page 603.

GRANTOR IS EXEMPT FROM TRANSFER TAX UNDER N.H. RSA 78-B:2 AND N.H.

ADMIN RULE REV. 802.03.

THIS DEED WAS PREPARED WITH INFORMATION SUPPLIED BY THE GRANTOR. NO INDEPENDENT TITLE EXAMINATION HAS BEEN PERFORMED IN CONNECTION WITH PREPARATION OF THIS DEED.

Dated \_\_\_\_\_, 20\_\_\_\_.

Town of Belmont

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

Name:

Title:

STATE OF NEW HAMPSHIRE

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged personally, before me on  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, duly authorized  
\_\_\_\_\_ of the Town of Belmont, as their voluntary act and deed, on behalf of the  
Town of Belmont.

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Notary Public/Justice of the Peace

My commission expires: