

PUBLIC AUCTION

TOWN OWNED PROPERTY BELMONT, NH

MIXED USE PROPERTY ON BUSY ROUTE 3
FRIDAY, JANUARY 30 AT 2:00 PM
200 DANIEL WEBSTER HIGHWAY
BELMONT, NH

*** SALE TO BE HELD ON SITE ***



ID#26-105 • We have been retained by the Town of Belmont to sell at PUBLIC AUCTION this town-owned property that was acquired by Tax Collector's Deed. This prime Lake's Region property will appeal to investors, builders, or abutters. Commercially zoned 0.85+/- acre property consists of a 1990 built 2,880 SF retail building currently utilized as a restaurant and a separate 3 BR, 2 BA Raised Ranch home. The 1 story, wood framed restaurant features 20 paved parking spaces, handicap access, loading platform, full unfinished basement, FHA/gas heat, public sewer and private well. The detached 3 BR home features 1,360+/- SF GLA, 1 car under garage, FHA/gas heat, public sewer and private well. Tax Map 101, Lot 3 • Assessed Value: \$943,700. 2025 Taxes: \$16,411.

10% BUYER'S PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

AUCTIONEERS NOTE: The restaurant & home are currently occupied by long time tenant's whose desire is to continue to lease the properties. The Town of Belmont will not initiate or participate in the eviction process; the buyer is solely responsible for the removal of any tenants.

PREVIEW: One hour prior to sale.

TERMS: \$10,000 non-refundable deposit by cash, certified/bank check, or other tender acceptable to the Town of Belmont at time of sale. An additional deposit of \$15,000 is due by Friday, February 6, 2026, balance of purchase price along with buyer's premium due within 45 days from the sale date. Sale is of real estate only, no personal property is being sold, conveyance by Quitclaim Deed. Subject to Town of Belmont confirmation, the town reserves the right to reject any and all bids. The property is 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.

MORE DETAILS & PHOTOS ARE AVAILABLE ON OUR WEBSITE.



JSJ Auctions
SINCE 1982



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

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) 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

SELLER

Town of Belmont

By: _____

Name: _____

Title: _____

BUYER

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 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.

Notary Public/Justice of the Peace

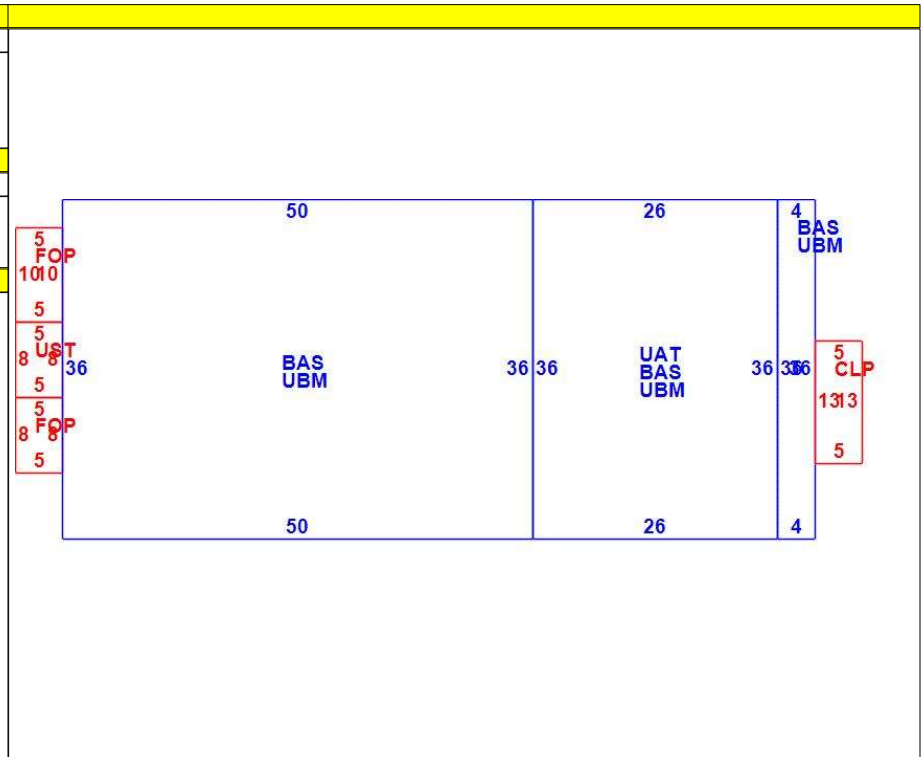
My commission expires:

State Use 903C
Print Date 11/12/2025 9:35:01 A

CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd	Description	Element	Cd	Description						
Style:	30	Restaurant									
Model	94	Commercial									
Grade	03	Average									
Stories:	1										
Occupancy	1.00										
Exterior Wall 1	11	Clapboard									
Exterior Wall 2											
Roof Structure	03	Gable/Hip									
Roof Cover	03	Asph/F GlS/Cmp									
Interior Wall 1	05	Drywall/Sheet									
Interior Wall 2											
Interior Floor 1	05	Linoleum									
Interior Floor 2	14	Carpet									
Heating Fuel	03	Gas									
Heating Type	04	Forced Air-Duc									
AC Type	01	None									
Bldg Use	0326	REST/CLUBS									
Total Rooms											
Total Bedrms	00										
Total Baths	1										
Color	07	Gray									
MFGH											
Heat/AC	02	HEAT/AC SPLIT									
Frame Type	02	WOOD FRAME									
Baths/Plumbing	02	AVERAGE									
Ceiling/Wall	08	TYPICAL									
Rooms/Prtns	02	AVERAGE									
Wall Height	9.00										
% Conn Wall											
1st Floor Use:	0326										

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	17,700	4.00	2003		50		0.00	35,400
LT1	LIGHTS-IN W/P	L	7	2200.00	2003		25		0.00	3,900
CLR1	COOLER	B	100	150.00	2019		78		0.00	11,700
CLR2	FREEZER TEM	B	80	210.00	2019		78		0.00	13,100

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value	
BAS	First Floor	2,880	2,880	2,880	126.95	365,616	
CLP	Loading Platform, Finished	0	65	20	39.06	2,539	
FOP	Porch, Open, Finished	0	90	18	25.39	2,285	
UAT	Attic, Unfinished	0	936	94	12.75	11,933	
UBM	Basement, Unfinished	0	2,880	576	25.39	73,123	
UST	Utility, Storage, Unfinished	0	40	6	19.04	762	
Ttl Gross Liv / Lease Area		2,880	6,891	3,594		456,258	



CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				1503 BELMONT, NH VISION								
BELMONT TOWN OF PO BOX 310 BELMONT NH 03220		2 High		3 Public Sewer		1 Paved		4 Bus. District		Description	Code	Appraised	Assessed									
				5 Well						EXEMPT	9030	420,000	420,000									
										EXM LAND	9030	219,500	219,500									
SUPPLEMENTAL DATA										EXEMPT	9400	304,200	304,200									
Alt Prcl ID										SEWER E												
BMSI # 0000602 PICK UP D CST w/o P MAP CHA																						
GIS ID 101-003-000-000										Assoc Pid#												
Total										943,700		943,700										
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)								
BELMONT TOWN OF CHIN, DON MON TOWN OF BELMONT CHIN, DON MON BELMONT, TOWN OF				3692 0603		07-10-2025		U I				50		Year	Code	Assessed	Year	Code	Assessed			
				3185 0710		07-23-2018		U I				35		2025	9030	420,000	2024	0101	287,100	2023	0101	249,300
				3160 0497		03-09-2018		U I				35			9030	219,500		0326	420,000		0326	378,500
				2915 0733		06-02-2014		U I				35			9400	304,200		0326	219,500		0326	221,800
				2904 0460		03-04-2014		U I				35										
Total										943,700		Total		926,600		Total		849,600				
EXEMPTIONS				OTHER ASSESSMENTS																		
Year	Code	Description		Amount		Code	Description		Number	Amount		Comm Int		This signature acknowledges a visit by a Data Collector or Assessor								
Total				0.00																		
ASSESSING NEIGHBORHOOD																						
Nbhd		Nbhd Name				B		Tracing				Batch										
2003																						
NOTES																						
13M&L:ADJ'D SKETCH																						
5/19:EA																						
Total Appraised Parcel Value 943,700																						
Valuation Method C																						
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					
LAND LINE VALUATION SECTION																						
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes		Location Adjustment		Adj Unit Pric	Land Value					
2	9400	RES EXEMPT	CO		0 SF	0.00	1.00000	0	1.00	COM	3.000			0		0	0					
Total Card Land Units					0.0000	AC	Parcel Total Land Area: 0.8540					Total Land Value					219,500					

Diagram illustrating a rectangular area divided into two sections, labeled BAS SFB and BAS UGR. The overall dimensions are 40 (width) and 30 (height). The left section (BAS SFB) has a width of 26, and the right section (BAS UGR) has a width of 14. The height of both sections is 30. A red box on the left side contains the text: 4 FOP, 18 18, 4, 4, 4 CAN, 4.

A two-story, light-colored house with a dark roof, situated on a grassy lot with a dense forest in the background. The house has a white door and a large garage door. Various items, including a motorcycle and tools, are parked in the driveway.

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	1,360	1,360	1,360	188.64	256,550
CAN	Canopy	0	16	3	35.37	566
FOP	Porch, Open, Finished	0	72	14	36.68	2,641
SFB	Base, Semi-Finished	0	780	468	113.18	88,284
UGR	Basement Garage	0	420	126	56.59	23,769
Ttl Gross Liv / Lease Area		1,360	2,648	1,971		371,810



Town of Belmont, NH

1 inch = 137 Feet



www.cai-tech.com

December 8, 2025



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.