



NOTICE OF ADDENDUM

Town of Moultonborough, NH



Sale of Tax Deeded Land

Addendum #1 Issued April 18, 2025

General Notices:

**There is a change in the bid form to acknowledge the addendum. (See attachment A).
There is NO change in the bid due date!**

Errata Notices:

- 1.) Parcel #1 should identify Map/Lot 068-005 not 068-003.**
- 2.) Parcel #6 is correctly identified as Map/Lot 099-119 but has the wrong tax map.
(See instead Attachment B to this Addendum).**
- 3.) Parcel #10 should have stated the lot size of Map/Lot 179-019 as 20,473 +/- square feet not 5.6+/- acres.**

Q: How do I determine whether a nonconforming lot may be buildable?

A: Ultimately, the definitive answer to the “buildability” question can only be determined through a site analysis with an exact understanding of the intended use. You should start by referring to Per Article 7.3 of the Moultonborough Zoning Ordinance which states that:

In any district, structures which are allowed by right, but not structures which are allowed by special exception, may be erected on any nonconforming lot of record even though such lot fails to meet the requirements for area, width, or depth. No portion of said parcel shall be used in a manner which diminishes compliance with lot width, area or depth requirements established by this ordinance, nor shall any merger or boundary line adjustment be made which creates a lot with width, area or depth below the requirements stated in this ordinance, unless such merger or boundary line adjustment creates a more nearly conforming configuration. Further, yard dimensions and requirements other than those applying to area, width and depth shall conform to the regulations for the district in which the lot is located.

In other words, if you own a nonconforming lot in Moultonborough, you may conduct any use that is permitted in that district provided all dimensional requirements (other than lot size) are either upheld or varied through application to the Zoning Board of Adjustment. So, for example, regardless of use, you must either meet all setback requirements or obtain variance relief for any setbacks you will encroach.

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Depending upon the use (commercial) or the district (shoreland setbacks) you may need to comply with certain lot coverage requirements. In all instances, you would need to be able to comply with provisions of statute and regulation applicable to dealing with “wetlands”. Lastly, irrespective of our local requirements, the standards as to where one may install a septic system is often the limiting factor in determining whether a lot may be viable for a particular use.

Q: I'm putting in a bid for 2 parcels on Paradise Drive. I am not sure who to write the check out to for the 2 deposits on each, is it to The Town of Moultonborough?

A: You must submit a deposit of \$350.00, in the form of cash or a bank check (i.e. cashier's, certified, money order) with each bid. Please remember that you must use a separate bid form for each parcel (or the combined Parcel of 6/7A).

Q: When researching the deed for the Lee Road lot (parcel #1), It is stamped as “unofficial”. What does this mean?

A: That is the watermark on the online registry of deeds website. The watermark is there because it is a digital copy, and not an official hard copy (we believe this watermark is so that people cannot “screen shot” and download the deed without paying for it to use it as an official copy).

Q: Do I have to pay the back taxes?

A: No. You are not responsible for any back taxes.

Q. If I am a high bidder, do I win?

A. The short answer is probably. The long answer is it all depends upon whether someone else has the Right of First Refusal (RoFR) such as in Suissevale, Balmoral, or an abutter who did submit a bid.

Q: What if an abutter does not submit a bid?

A: Abutters only have the Right of First Refusal IF they do submit a bid. They do not get to await the results of the bidding and then try to participate.

Q: How did you determine the Right of First Refusal?

A: In Suissevale & Balmoral, governing bodies of those two associations have this right in their articles of incorporation from the date of development. For Abutters, this is a courtesy the Town has extended them as it generally is in the interest of the Town to make non-conforming lots less non-conforming.

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Q. May I divide my merged lot in the future?

A. Yes IF the new lots meet all provisions of the zoning ordinance in effect at that time.

Q: What is the type of the title to this parcel?

A. You will receive a “Quit Claim” Deed conveying all of the Town’s “right, title and interest” in the premises **(See example at Attachment C)**.

Q: Is the property/title free and clear of any encumbrances?

A: The title is subject to any prior encumbrances at the time of our taking of the property and subject to any encumbrances we may have set forth in our offering documents.

Q: When and how was the property transferred to the town, and from whom was it transferred?

A: The “Town” received ownership of the property by means of a “Tax Collector’s Deed” issued by the Tax Collector when they “take” the property for non-payment of taxes.

Q: Has anyone ever asserted any rights to this property that you know of?

A: No. The NH RSAs set forth time periods during which the prior property owners may assert claims to the taking or “repurchase” the property. It is the practice of the Town to await the full passage of those time limits to avoid any such claims being made during this offering or thereafter.

Q. I may be submitting on Parcel #6 or Parcel #7 and want to be clear on the first right of refusal guidelines. These are adjacent to each other and are also up for bid as a combined lot. Do I need to put an offer in on the combined lots (parcel 6 and 7) to have first right of refusal if the combined lot offer ends up as the highest bid?

A. No. If you bid on Parcel 6 or Parcel 7, you will be given a RoFR on the combined Parcel. If both Abutters bid, the RoFR will go to the higher of the two bidding abutters although we will encourage the bidders to co-operate to “share” the combined parcel so that each of their generally non-conforming lots becomes less non-conforming.

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Q: Has anyone ever asserted any rights to this property that you know of?

A: No. The NH RSAs set forth time periods during which the prior property owners may assert challenges to the taking or to “repurchase” the property. It is the practice of the Town to await the full passage of those time limits to avoid any such claims being made during this offering or thereafter.

Q: Parcel 4: There is an existing foundation on the property, is it usable for building?

A: The Building Inspector has reviewed them and believes they can be reused. He did observe that the walls were bowed but believes that it was poured that way. He does point out that the grading may need to be raised to make sure there is 4 ft cover over the footing.

Q: Parcel 4: Is there any knowledge of the condition of the existing septic?

A: We do not have any knowledge of the condition of the septic noted on the plans that we have provided from the records of the Town.

END



Town of Moultonborough
Tax Deed Property Sale
Bid Form

Attachment A

(Please Use a Separate Form for Each Parcel you are Bidding On)

(Please Print or Type)

Name of Bidder: _____

Address: _____

Contact Person: _____
Telephone _____ Fax _____

eMail _____

The undersigned acknowledges Addenda # _____
(If none, write none).

Submitted herewith is my bid for Bid Parcel # _____ Map _____ Lot _____:

In Numbers

In Words (Dollars and Cents)

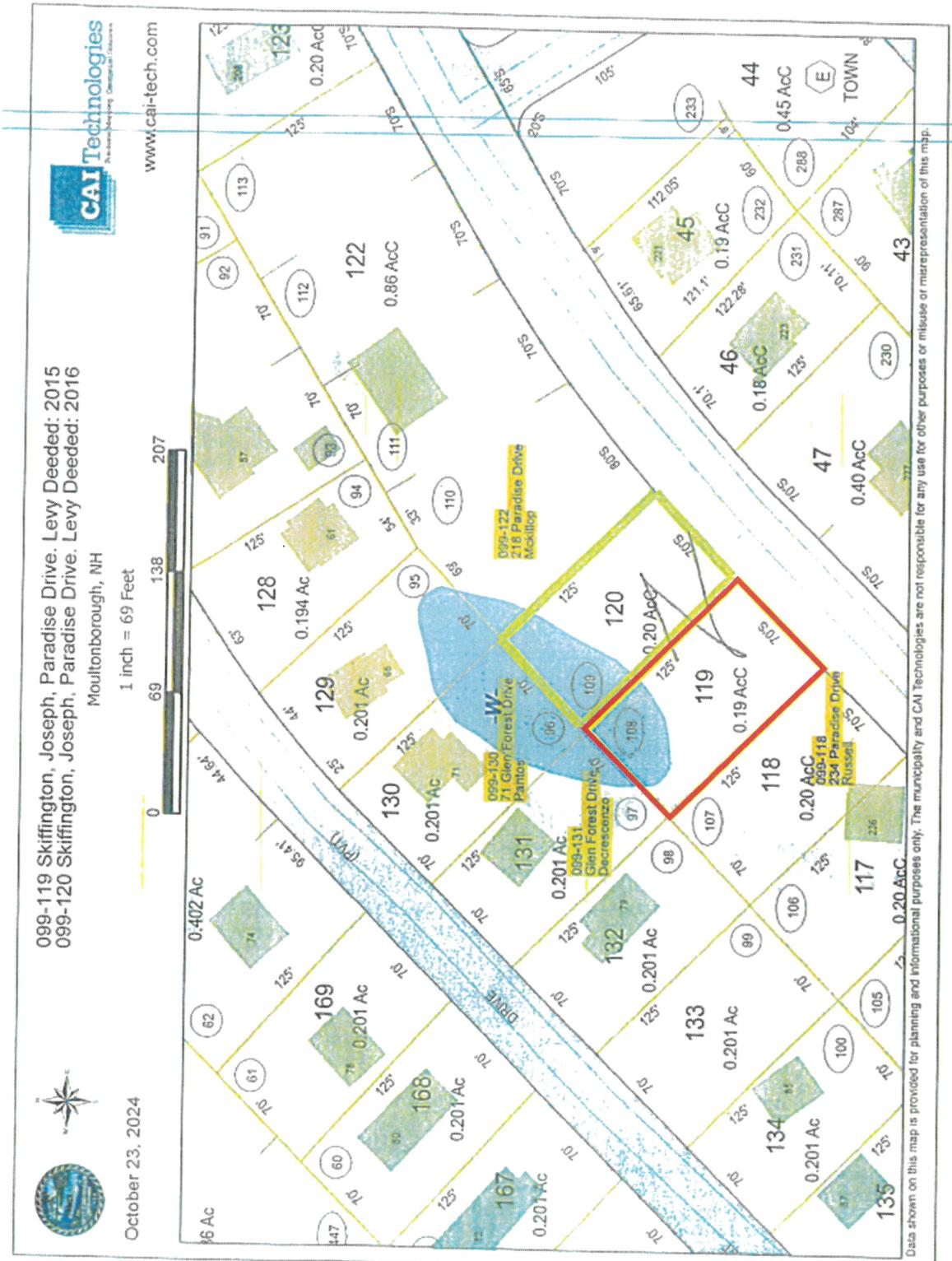
This bid is accompanied by a bid deposit (cash or bank check) in the amount of \$350.00. I understand you may hold this for forty-five (45) days and I forfeit this if I am notified, on or before May 8, 2025 that I am the successful bidder and do not complete the purchase on or before July 15, 2025. I also understand that the town reserves the right to reject any and all bids, and waive any minor or non-material informality, if deemed to be in its best interests.

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to the purchase of real estate, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be and that (4) I, to the best of my knowledge and belief, have paid all local taxes, fees, assessments, betterments or other municipal charges that I am liable for.

Signature

Attachment B

Parcel 6: Paradise Drive; Land in said Town of approximately 8,300 ⁺⁻ s.f. as shown on Tax Map 099 Lot 119. For title see Carroll County Registry of Deeds Bk 3408 Pg 0345.





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October 23, 2024

099-001 Bresse, Helene. States Landing Rd. Levy Deeded: 2019

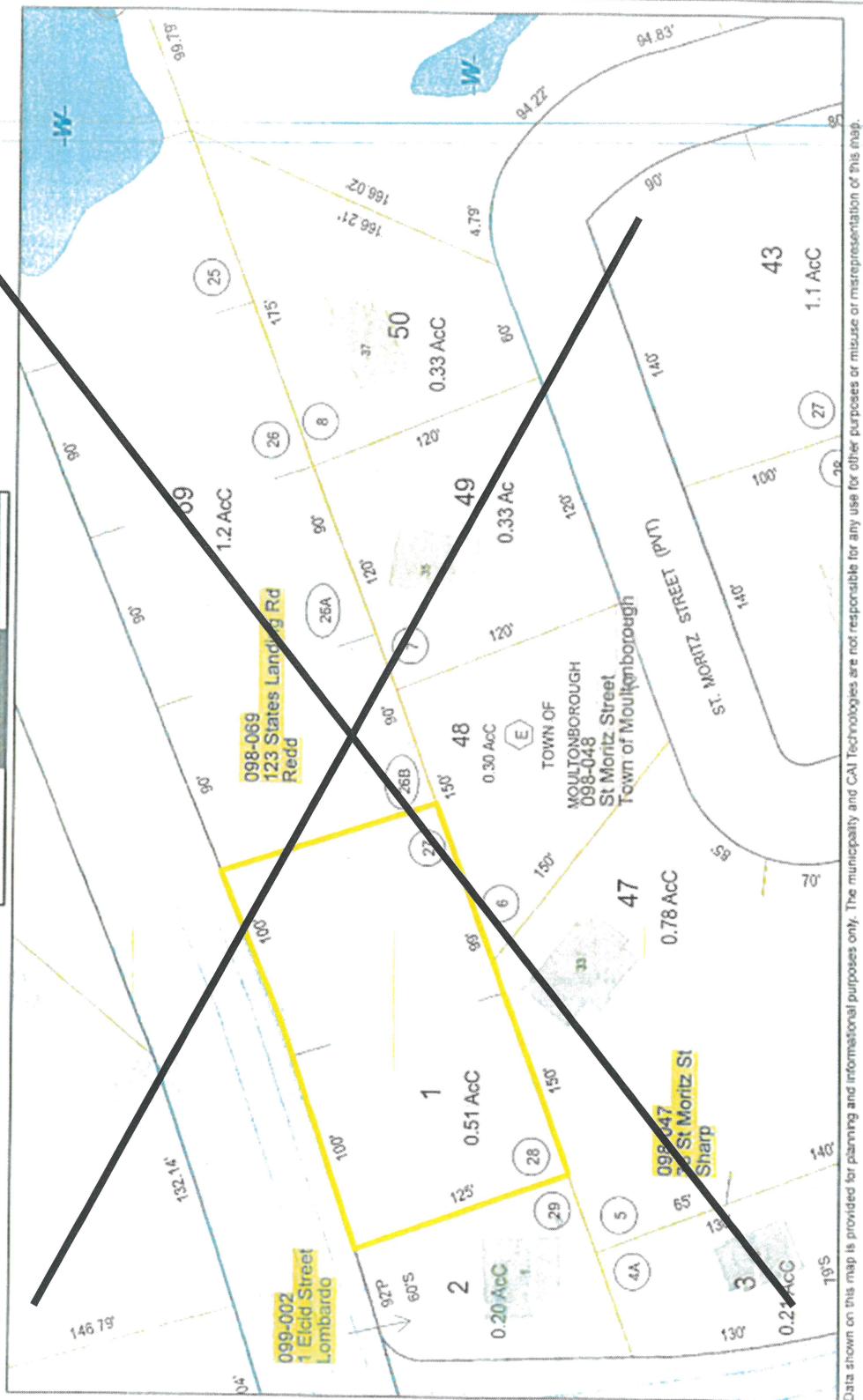
Moultonborough, NH

1 inch = 69 Feet

0 69 138 207

CAI Technologies Financial Software, Computerized Publishers

www.caitech.com



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QUITCLAIM DEED

The TOWN OF MOULTONBOROUGH, a municipal corporation with a mailing address of 6 Holland Street, Moultonborough, New Hampshire 03254, for consideration paid, grants to

with a mailing address of [REDACTED], WITH QUITCLAIM COVENANTS, all of its rights, title and interest in:

A certain tract or parcel of land situated in Moultonborough, NH, to have and to hold with the appurtenances forever, taxed by the Assessing Officials in [REDACTED] to UNKNOWN OWNER property described in the Warrant Book as [REDACTED]

MEANING AND INTENDING to describe and convey all of the Town of Moultonborough's rights, title and interest in that portion of the premises described in a deed of the Town of Moultonborough's Tax Collector, dated [REDACTED] and recorded in the Carroll County Registry of Deeds at [REDACTED].

This conveyance is a non-contractual transfer and exempt from the New Hampshire Transfer Tax pursuant to RSA 78-B:1-a, III.

WHEREFORE, the Board of Selectmen of the Town of Moultonborough has executed this deed this _____ day of _____, 2025.

TOWN OF MOULTONBOROUGH
By Its Board of Selectmen

Kevin Quinlan, Chair
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

Then appeared Kevin Quinlan, Chair of the Board of Selectmen of the Town of Moultonborough, duly authorized to execute the foregoing instrument on behalf of the Town as aforesaid.

Justice of the Peace/Notary Public
My Commission Expires:

Seal: