J Manning AUCTIONEERS

PROPERTY NFORMATION PACKAGE #25-2129

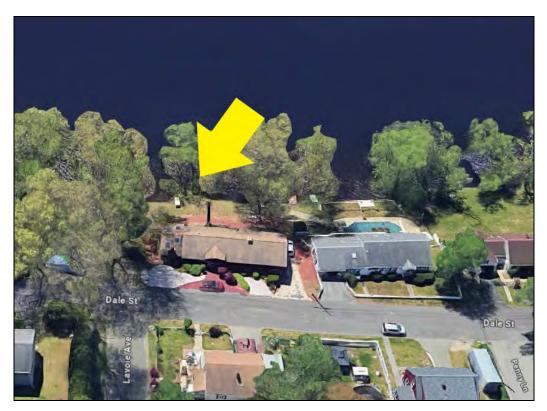
# **REAL ESTATE AUCTION**

WATERFRONT ON MERRIMACK RIVER 2,772+/- sf, 3-Bedroom, 1.5-Bath Home 1+/- Total Acre w/ Private Dockage 2 Assessor's Parcels Selling in the Entirety

### 0 & 35 DALE ST., METHUEN, MA

# Thursday, June 12 at 11am On-site Open House: Saturday, June 7 (11am-1pm)

MA Auc. Lic. #111



# **TABLE OF CONTENTS**

DISCLAIMER TRANSMITTAL LETTER TERMS & CONDITIONS BUYER'S PREMIUM SAMPLE P&S PROPERTY INFORMATION & PHOTOS LOCATION MAP

# JJManning AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.







April 18, 2025

Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer this 2,772+/- sf, 3-bedroom waterfront home on 1+/- total acre with private dockage located at 0 & 35 Dale St., Methuen, MA. There are two Assessor's Parcels selling in the entirety only, both with frontage on the Merrimack River. Enjoy your own waterfront retreat just off Riverside Drive bus route, 3/4 of a mile from Rt I-93, close to the NH border. It's near golf, restaurants, museums and services; within 9+/- miles of UMASS Lowell, Canobie Lake Park and mall.

The owners have chosen auction, the accelerated method of marketing, for the sale of this fabulous property. Their decision allows you to set the market price for this magnificent waterfront home & lot with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know, the property is being sold "as is, with all faults," be sure to attend the scheduled Open House. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held on Thursday, June 12, 2025 at 11:00am on-site. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

Don't forget to have the \$20,000 certified deposit check made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

If you are interested in making a pre-auction offer for this property, it must be tendered on a signed JJManning approved Purchase & Sale Agreement and accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer. Please contact us at **auctions@jjmanning.com** or the phone number below for details.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE President



# **TERMS & CONDITIONS**

# **REAL ESTATE AUCTION**

### WATERFRONT ON MERRIMACK RIVER 2,772+/- sf, 3-Bedroom, 1.5-Bath Home 1+/- Total Acre w/ Private Dockage

2 Assessor's Parcels Selling in the Entirety Only

### 0 & 35 DALE ST., METHUEN, MA

### Thursday, June 12 at 11am On-site

### **Open House: Saturday, June 7 (11am-1pm)**

MA Auc. Lic. #111

<u>Terms of Sale:</u> 10% deposit of which Twenty Thousand Dollars (\$20,000.00) must be presented in certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Friday, June 13, 2025. Balance in 30 days.

<u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.

<u>B.</u> Closing will take place on or before Friday, July 11, 2025 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.

<u>C.</u> A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.

<u>D.</u> The property is being sold "as is, with all faults". We encourage you to attend the Open House and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

E. Auctioneer reserves the right to enter protective bids on behalf of Seller.

 $\underline{F}$ . Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.

<u>G.</u> The property is <u>NOT</u> being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

H. Other terms, if any, to be announced at the auction sale.

# JJ Manning AUCTIONEERS BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:	
Bid Price: Add 10% Buyer's Premium:	\$100,000.00 \$10,000.00
Contract sales price:	\$110,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

This 12th day of June 2025

#### 1. PARTIES AND MAILING ADDRESSES

Michael Michaud, Trustee of the Martin R. Michaud Revocable Family Trust of 2002 hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

#### 2. DESCRIPTION

The land with the buildings thereon known as 0 & 35 Dale St., Methuen, MA, more particularly described as Parcel ID's 518-162-51 & 518-162-41. Selling both assessor's parcels in the entirety only.

#### 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision.

#### 4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided and said deed shall convey a good and clear record, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record;

#### 5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

#### 6. PURCHASE PRICE

The agreed purchase price for said premises	isdollars, of which
\$	have been paid as a deposit this day and
\$	are to be paid in wire transfer, certified, cashier's, treasurer's or bank check(s) by 4:00 pm ET on Friday, June 13, 2025 as the additional deposit
\$	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s)
\$	TOTAL
7. TIME FOR PERFORMANCE DELIVER	Y DEED

# Such deed is to be delivered on or before Friday, July 11, 2025 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

#### 8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

#### 9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

#### 10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

#### 11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial

#### 12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

#### 13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

#### 14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

#### 15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

#### 16. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

#### 17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

#### 18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

#### 19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made or required to be made hereunder by the BUYER shall be retained by the SELLER as liquidated damages even if BUYER fails to make the deposit or additional deposit.

#### 20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit(s) paid by the BUYER upon the execution of this Agreement and/or any additional deposit required to be made shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

#### 21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

#### 22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

#### 23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

#### 24. SMOKE DETECTORS/SEPTIC/WATER

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. If necessary, the buyer shall be responsible for the repair, upgrade or installation of a septic system and/or a well and/or municipal water and/or sewer connections which meet the requirements of the board of health. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed as is.

#### 25. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION SALE wherein all contingencies, warranties, and representations have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Michael Michaud, Trustee of the Martin R. Michaud Revocable Family Trust of 2002, Seller

	BUYER
By:	
By:	BUYER
Buyer's Mailing Address (Street or P.O. Box)	Buyer's Attorney (Name)
Buyer's Mailing Address (City, State & Zip Code)	Buyer's Attorney (Firm)
Buyer's Daytime Phone	Buyer's Attorney's Address (Street or P.O. Box)
Buyer's Evening Phone	Buyer's Attorney's Address (City, State & Zip Code)
	Buyer's Attorney's Phone
Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW A	AGENT

# WATERFRONT ON MERRIMACK RIVER 0 & 35 Dale St, Methuen, MA 2,772± sf 3-Bedroom Home

1+ Total Acre with Private Dockage (2 Assessor's Parcels Selling in the Entirety)



# **AUCTION: Thursday, June 12 at 11am On-site**

#### RE Tax Assessment: \$726,000

Parcel IDs: 518-162-41, 518-162-51 Properties: .26± acre & .788± acre parcels that slope to river with parking on top, separated by a strip of open space

Street Frontage: 100± ft & 300± ft River Frontage: 100± ft & 295± ft Dock(s): 2 docks with 3 slips total Gross Building Area: 3,943± sf Gross Living Area: 2,772± sf

Terms of Sale:

Design: Circa 1960 ranch with partially finished lower walkout level & concrete foundation

#### Bedrooms: 3

Baths: 1.5 (1 full, 1 half) Outside Living: 288± sf back deck, 144± side deck, 168± patio HVAC: Oil-fired forced hot, central A/C Water & Sewer: Town Registry Ref: N Essex County 18209/257 (deed), 431 (Glen Forest plan) FEMA Zones: X & AE (25009C0204F 7/3/2012) Zoning: RR

Enjoy your own waterfront retreat just off Riverside Drive bus route, 3/4 of a mile from Rt I-93, close to the NH border. Near golf, restaurants, museums & services within 9± miles of UMASS Lowell, Canobie Lake Park, and Mall.



179 Old King's Hwy, Yarmouth Port, MA 02675

### 比白麗

10% certified deposit of which \$20,000 in certified or bank check at the auction & remainder by 4pm ET on Friday, June 13, 2025. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or

any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

#### **Pre-auction Offers:**

Open House: Saturday, June 7 (11am-1pm)

Must be tendered on a signed JJManning approved P&S Agreement & accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer in order to be considered.

#### Buyer's Broker Terms:

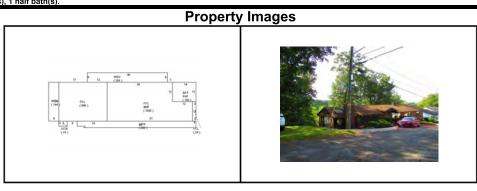
Up to 2% Broker Commission offered. Visit www.JJManning.com for mandatory broker pre-registration requirements.

MA Auc Lic 111 • MA Broker Lic 5850 Brochure 1852 • Ref 25-2129

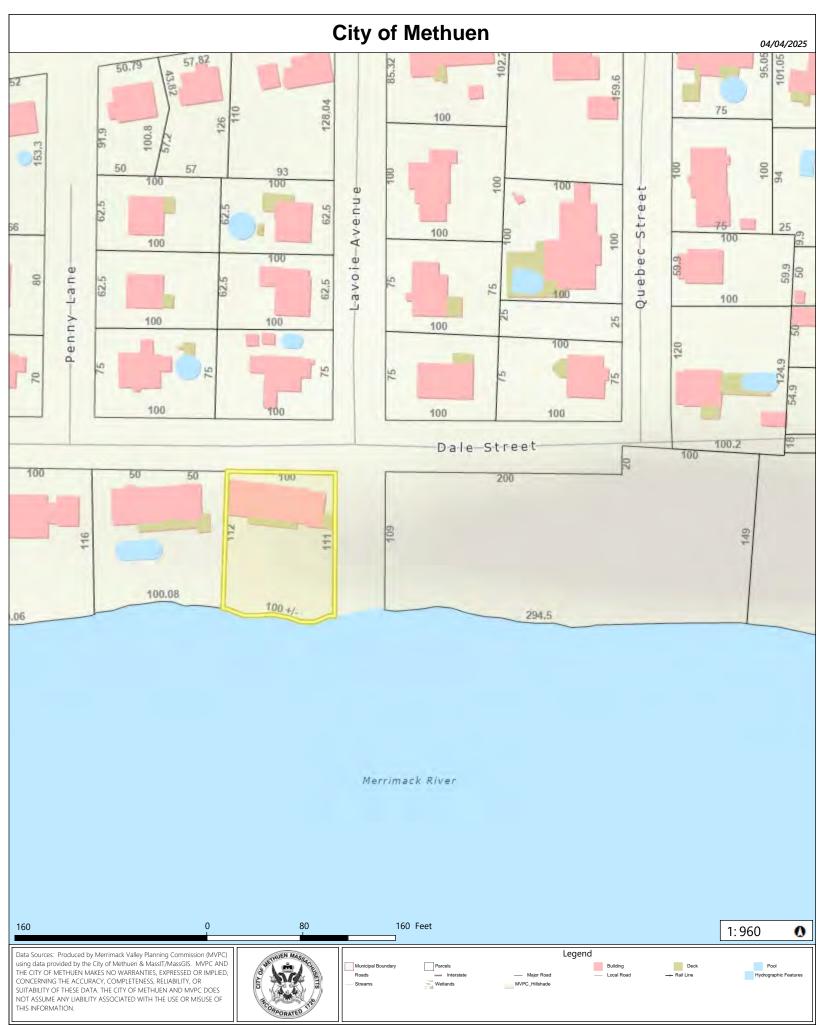
	General Property D	Data	
Parcel ID 518-162-41		Account Number 9651	
Prior Parcel ID			
Property Owner MICHAUD MARTIN		Property Location 35 DALE ST	
		Property Use One Family	
Mailing Address 23 DALE ST	N	lost Recent Sale Date 12/1/1958	
		Legal Reference 885/283	
City METHUEN		Grantor	
Mailing State MA Zip	01844-7303	Sale Price 0	
ParcelZoning RR		Land Area 0.255 acres	
	Current Property Asse	essment	
Card 1 Value Building Value 306,100	Xtra Features Value 0	Land Value 210,500	Total Value 516,600
	Building Descript	ion	
Building Style Ranch	Foundation Type Conc. Block		Flooring Type Carpet
Building Style Ranch # of Living Units 1	Foundation Type Conc. Block Frame Type Wood		Flooring Type Carpet Basement Floor Concrete
			••••
# of Living Units 1	Frame Type Wood	L	Basement Floor Concrete
# of Living Units 1 Year Built 1960	Frame Type Wood Roof Structure Gable	L	Basement Floor Concrete Heating Type Forced H/Air
# of Living Units 1 Year Built 1960 Building Grade Average	Frame Type Wood Roof Structure Gable Roof Cover Asphalt Shgl	I.	Basement Floor Concrete Heating Type Forced H/Air Heating Fuel Oil
# of Living Units 1 Year Built 1960 Building Grade Average Building Condition Good	Frame Type Wood Roof Structure Gable Roof Cover Asphalt Shgl Siding Clapboard	L	Basement Floor Concrete Heating Type Forced H/Air Heating Fuel Oil Air Conditioning 100%
# of Living Units 1 Year Built 1960 Building Grade Average Building Condition Good Finished Area (SF) 2772	Frame Type Wood Roof Structure Gable Roof Cover Asphalt Shgl Siding Clapboard Interior Walls Drywall		Basement Floor Concrete Heating Type Forced H/Air Heating Fuel Oil Air Conditioning 100% # of Bsmt Garages 0

#### **Narrative Description of Property**

This property contains 0.255 acres of land mainly classified as One Family with a(n) Ranch style building, built about 1960, having Clapboard exterior and Asphalt Shgl roof cover, with 1 unit(s), 6 room(s), 3 bedroom(s), 1 bath(s), 1 half bath(s).



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.



Projection: NAD\_1983\_StatePlane\_Massachusetts\_Mainland\_FIPS\_2001

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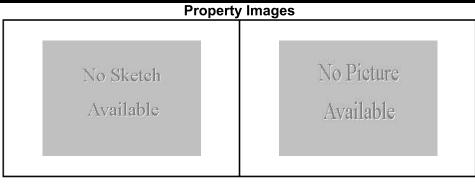
### Aerial Map - City of Methuen

04/04/2025





	General Propert	y Data		
Parcel ID 518-162-51	_	Account Number 9652		
Prior Parcel ID				
Property Owner MICHAUD MART	N	Property Location (VP) DALE ST		
		Property Use Poten. Land		
Mailing Address 23 DALE ST		Most Recent Sale Date 12/9/1970		
		Legal Reference 1163/394		
City METHUEN		Grantor DURSO SAMUE	LJ	
Mailing State MA	Zip 01844-7303	Sale Price 3,000		
ParcelZoning RR Land Area 0.788 acres				
	Current Property As	sessment		
ard 1 Value Building Value 0	Xtra Features Value 0	Land Value 209,400	Total Value 209,400	
	Building Descr	iption		
Building Style	Foundation Type		Flooring Type N/A	
# of Living Units 0	Frame Type		Basement Floor N/A	
Year Built N/A	Roof Structure		Heating Type N/A	
Building Grade	Roof Cover		Heating Fuel N/A	
Building Condition Average	Siding		Air Conditioning 0%	
Finished Area (SF) N/A	Interior Walls N/A	1	# of Bsmt Garages <mark>0</mark>	
Number Rooms 0	# of Bedrooms 0		# of Full Baths 0	
# of 3/4 Baths 0	# of 1/2 Baths 0	#	f of Other Fixtures <mark>0</mark>	
	Legal Descrip	tion		
	Narrative Description	of Property		



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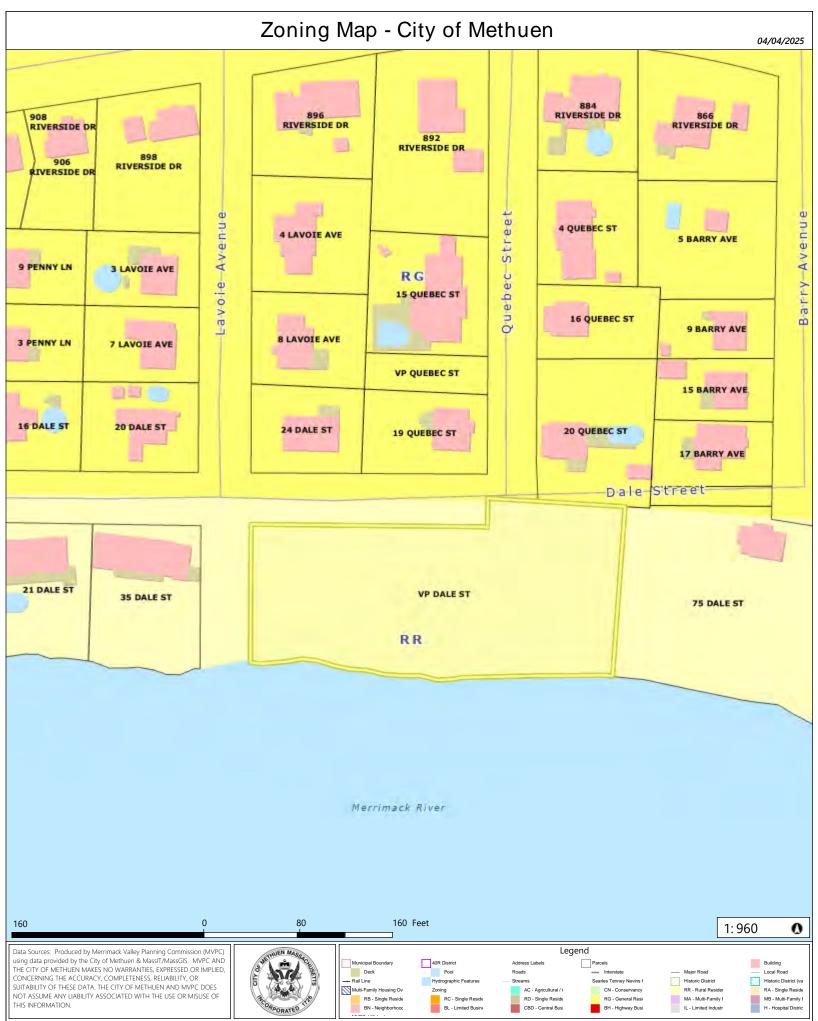


Projection: NAD\_1983\_StatePlane\_Massachusetts\_Mainland\_FIPS\_2001

### Aerial Map - City of Methuen



Projection: NAD\_1983\_StatePlane\_Massachusetts\_Mainland\_FIPS\_2001



Projection: NAD\_1983\_StatePlane\_Massachusetts\_Mainland\_FIPS\_2001

© Merrimack Valley Planning Commission

#### QUITCLAIM DEED

I, Martin Michaud, a widower, of 21 Dale Street, Methuen, MA 01844 in consideration of Ten and 00/100 Dollars (\$10.00) grant to Martin R. Michaud, Trustee of Martin R. Michaud Revocable Family Trust of 2002 u/d/t dated October 1, 2002, having an address of 21 Dale Street, Methuen, MA 01844, with QUITCLAIM COVENANTS, the Iand in Methuen, Essex County, Massachusetts and further described as follows:

The land in said Methuen, Essex County, Massachusetts, with the buildings thereon being lot numbered 254 and 255 as shown on plan of "Glen Forest, Methuen, Mass, Oct. 1919" Plan No. 431 recorded in the North Essex District Registry of Deeds and being bounded and described as follows:

Northerly:	100 feet by a proposed street as shown on said plan;
Easterly:	111 feet by a proposed public landing as shown on said plan;
Southerly:	100 feet by the Merrimack River as shown on said plan; and
Westerly:	112 feet by lot numbered 256 as shown on said plan.
For title refere	ence see Deed of Joseph D'Urso to Martin Michaud dated Decem

For title reference see Deed of Joseph D'Urso to Martin Michaud dated December 3, 1958, recorded with the Essex North District Registry of Deeds at Book 885, Page 283.

This is not homestead property of the Grantor.

This deed was prepared from information supplied by the Grantor and at the request of the Grantor. No independent examination was undertaken nor did the preparer otherwise verify the accuracy of the representations contained herein.

day of February, 2025. Witness my hand and seal this

Martin Michaud

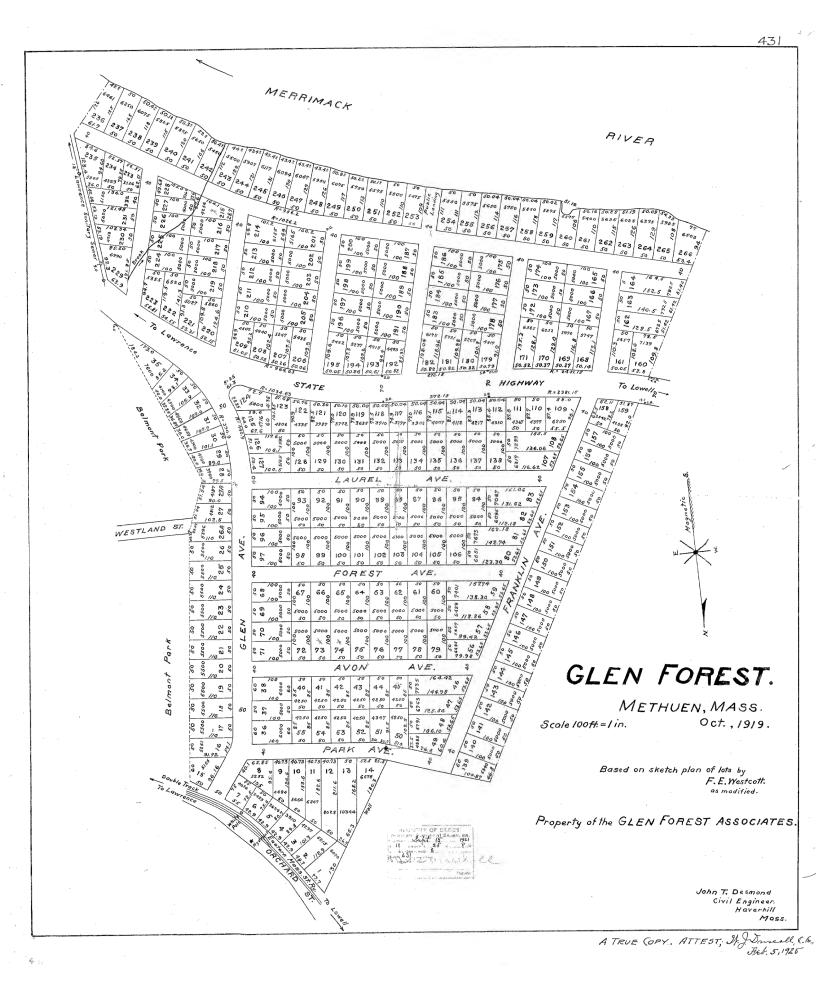
#### Commonwealth of Massachusetts

Essex, ss

On this day of February, 2025, the undersigned notary public, personally appeared Martin Michaud, individually proved to me through satisfactory evidence of identification Driver's License to be the person whose name is signed on the preceding or attached document, who acknowledged to me that he signed it voluntarily for its stated purpose, before me,

Notary Public My commission expires:





#### ZONING

#### Z Attachment 3

#### **City of Methuen**

#### Appendix B Table of Dimensional Regulations (1) [Amended eff. 6-15-2015 by Ord. No. 891]

(minimum requirements in feet, unless otherwise indicated)

District and Major	Minimum Lot Area	Maximum	Minimum	Minimum	Minimum Yard Setback		Maxi- mum Num- ber of Stories	Maximum Height	Maxi- mum Lot Coverage	Open Space	
Uses	(square feet)	Density	Frontage	Width	Front	Side	Rear				
CN (6)											
RR (1-family dwelling)	80,000		200	200	40	30	30	3	35	25%	10%
RA (1-family dwelling)	40,000		100	100	25	20	20	3	35	25%	40%
RB (1-family dwelling)	25,000		100	100	25	15	20	3	35	25%	30%
RC (1-family dwelling)	15,000		100	100	25	15	20 (2)	3	35	25%	30%
RD (1-family dwelling)	10,000		100	100	20	15	20 (2)	3	35	25%	20%
RG (1-family dwelling)	8,000		80	80	20	15	20	3	35	25%	10%
RG (2-family dwelling)	12,000		100	100	20	15	20	3	35	25%	10%
MA (1- or 2-family dwelling)	12,000	_	100	100	30	20	30	3	40	40%	10%
MA (attached dwelling development)	130,680	2 DU/Acre (4)	100	100	30	25	30	3	40	40%	30%
MA (multifamily dwelling development)	130,680	2 DU/Acre (4)	150	150	30	25	30	3	40	40%	30%
MB (1- or 2-family dwelling)	12,000	_	80	80	20	10	20	3	40	40%	10%
MB (attached dwelling development)	43,560	4 DU/Acre (4)	150	150	30	25	30	3	40	40%	30%

#### METHUEN CODE

District and Major	Minimum Lot Area	Maximum	Minimum	Minimum		num Yard	-	Maxi- mum Num- ber of Stories	Maximum Height	Maxi- mum Lot Coverage	Open Space
Uses	(square feet)	Density	Frontage	Width	Front	Side	Rear				
MB (multifamily dwelling development)	43,560	4 DU/Acre (4)	150	150	30	25	30	3	40	40%	30%
BN (Neighborhood Business)	10,000		80	80	25	15 (3)	30 (3)	3	40	25%	—
BH (Highway Business)	10,000		100	100	25	30 (3)	30 (3)	3	40	35%	_
CBD (Central Business)	4,000 (8)	—	40	40	10 (7)	15 (3) (7)	30 (3)(7)	4	45	40%	—
	20,000 (5)	6 DU/Acre (4)	80	80	10 (7)	10 (3) (7)	10 (3)(7)	4	45	40%	—
BL (Limited Business)	20,000		100	100	40	30 (3)	30 (3)	4	45	30%	10%
	130,680 (5)	4 DU/Acre (4)	150	150	30	20	30(3)	4	45	30%	30%
IL (Limited Industrial)	40,000		100	100	60	30 (3)	30 (3)	4	45	35%	
H (Hospital)	80,000		100	100	60	30 (3)	30 (3)	4	45	35%	10%

Notes:

(1) See Article XI for additional dimensional requirements for all special permit uses.

(2) Or 1/4 of lot depth, whichever is less.

(3) Where abutting a residential or multifamily district, see § 6.2L for additional requirements.

(4) See § 11.11 for density bonus for affordable housing.

(5) For multifamily or attached dwellings in a CBD, BL District.

(6) Dimensions for a particular parcel in the CN Zone will be the dimensions of the most restrictive zone contiguous to that parcel.

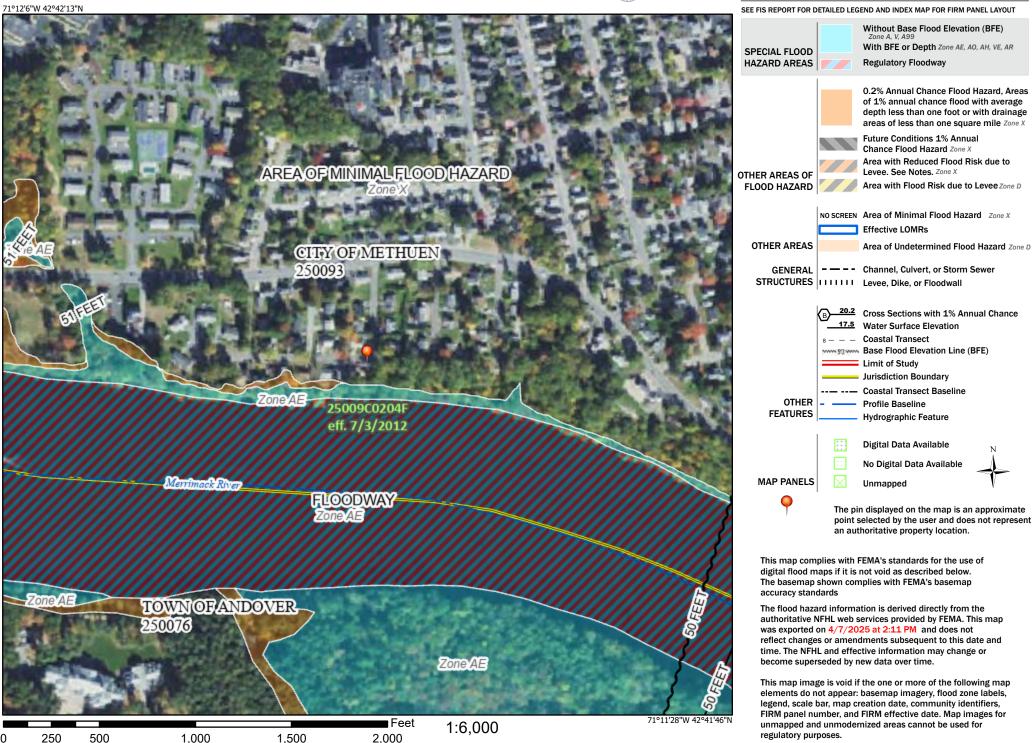
(7) The front, side and rear setback requirements in a CBD may be reduced zero under site plan review by the Community Development Board.

(8) Existing lots under 4,000 square feet (recorded prior to the adoption of this ordinance) may be developed, subject to site plan approval.

# National Flood Hazard Layer FIRMette



#### Legend



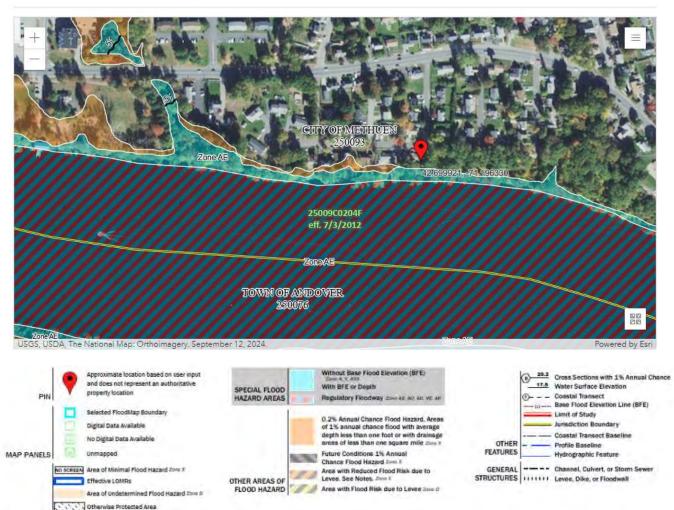
Basemap Imagery Source: USGS National Map 2023

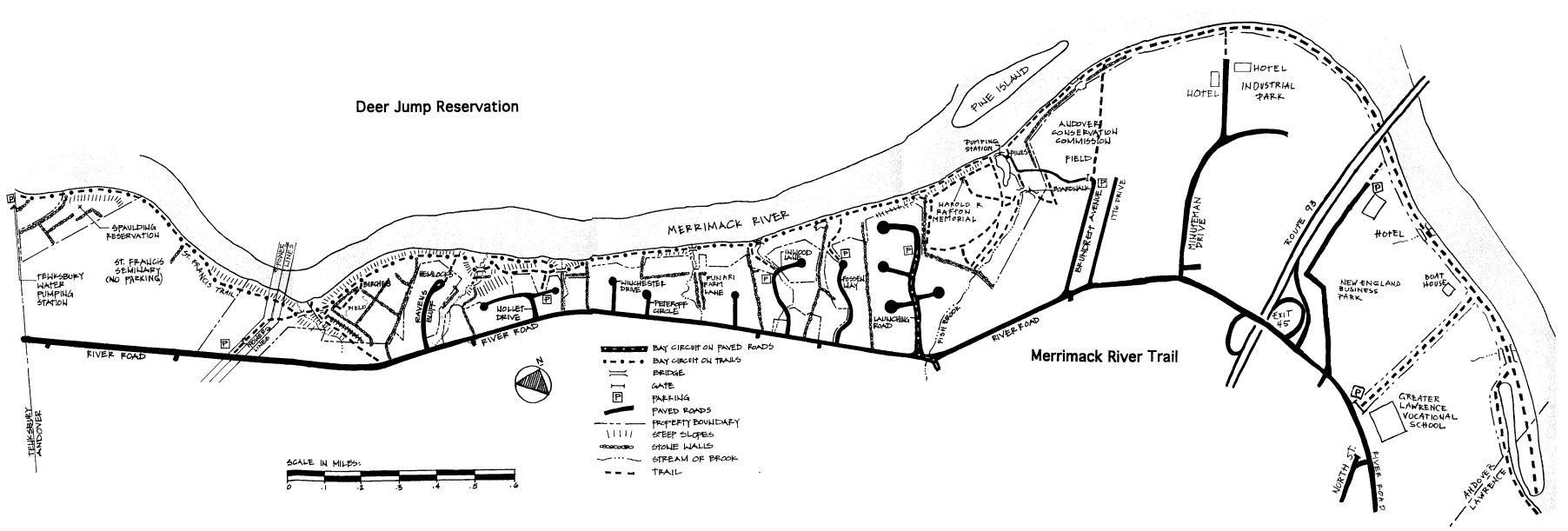
The flood map for the selected area is number 25009C0204F, effective on 7/3/2012

OTHER AREAS



You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a Go To NFHL Viewer » new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette.





#### HOMEOWNERS RENEWAL POLICY DECLARATIONS CERTIFICATE MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION Two Center Plaza, Boston, Massachusetts 02108-1904 (617)723-3800, (800)392-6108, FAX (800)932-6717

POLICY NUMBER 1649038-6

#### POLICY PERIOD From 1/08/2025 To 1/08/2026 12:01 AM Standard time at the residence premises.

**PRODUCER COPY** 

NAMED INSURED & MAILING ADDRESS MARTIN MICHAUD 35 DALE ST METHUEN, MA 01844 PRODUCER ARMAND P MICHAUD INS AGENCY, INC. 95 AYER ST METHUEN, MA 01844

THE RESIDENCE PREMISES COVERED BY THIS POLICY IS LOCATED AT:

#### 35 DALE ST, METHUEN, MA 01844

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. Coverage is provided where a Premium or Limit of Liability is shown for the Coverage.

SECTION I COVERAGES A Dwelling B Other Structures C Personal Property D Loss of Use		LIMIT OF LIABILITY \$535,000 \$53,500 \$267,500 \$160,500	<b>PREMIUM</b> \$2,429
SECTION II COVERAGES E Personal Liability F Medical Payments to Other		\$500,000 \$5,000 TOTAL BASE PREMIUM	\$24 \$11 <b>\$2,464</b>
DEDUCTIBLE - SECTION	I: \$1,000 EXCEPT \$5,000 FOR NAMED STORM.		
FORM & ENDORSEMEN DED ADJ 10/00 * FP HNSF 04/18 HO 00 03 10/00	S made part of this policy at the time of issue. DEDUCTIBLE ADJUSTMENT NAMED STORM FIXED-DOLLAR DEDUCTIBLE SPECIAL FORM		\$-302
HO 01 20 09/01 HO 04 16 10/00	SPECIAL PROVISIONS - MASSACHUSETTS PREMISES ALARM OR FIRE PROTECTION SYSTEM Credit: 5%		\$-121
HO 04 27 04/02	LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA C Section I \$10,000 Section II \$50,000	OVERAGE	
HO 04 96 10/00	NO SECTION II-LIABILITY FOR HOME DAY CARE CO	/ERAGES	
HO 16 10 01/09	WATER EXCLUSION ENDORSEMENT		
HO 24 82 04/02	PERSONAL INJURY		\$18
		REMIUM ADJUSTMENT TAL ANNUAL PREMIUM	\$-405 \$2,059
	Y FOR COVERAGE & HAS BEEN AD ILISTED TO REFLECT CL	IRRENT RECONSTRUCTION COSTS	ALL OTHER SECTION LUMITS

THE ABOVE LIMIT OF LIABILITY FOR COVERAGE A HAS BEEN ADJUSTED TO REFLECT CURRENT RECONSTRUCTION COSTS. ALL OTHER SECTION I LIMITS HAVE BEEN ADJUSTED ACCORDINGLY.

RATING INFORMATION:	1 FAMILY	Frame	<b>TERRITORY 40</b>	PROTECTION 03
This policy shall not be valid unless countersigned by us:	Boston, Massachusetts	11/25/2024		den Cantalypen

UMAHOCR

Homeowners - MA

#### HOMEOWNERS POLICY DECLARATIONS MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION Two Center Plaza, Boston, Massachusetts 02108-1904 (617)723-3800, (800)392-6108, FAX (800)932-6717

POLICY NUMBER 1649038-1

POLICY PERIOD From 1/08/2024 To 1/08/2025 12:01 AM Standard time at the residence premises.

NAMED INSURED & MAILING ADDRESS	PRODUCER
	ARMAND P MICHAUD INS AGENCY, INC.
	95 AYER ST
METHUEN, MA 01844	METHUEN, MA 01844

#### THE RESIDENCE PREMISES COVERED BY THIS POLICY IS LOCATED AT: 35 DALE ST, METHUEN, MA 01844

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. Coverage is provided where a Premium or Limit of Liability is shown for the Coverage.

SECTION I COVER A Dwelling B Other Structures C Personal Property D Loss of Use	RAGES:			LIMIT OF LIABILITY \$644,393 \$64,439 \$322,196 \$194,000	<b>PREMIUM</b> \$2,958 \$2
SECTION II COVER E Personal Liability F Medical Payments to DEDUCTIBLE - SE	to Others	1,000 EXCEPT \$5,000 FOR		\$500,000 \$5,000 AL BASE PREMIUM	\$24 \$11 <b>\$2,995</b>
DED ADJ 10 FP HNSF 04	0/00 DE 4/18 NA	ade part of this policy at th DUCTIBLE ADJUSTMENT MED STORM FIXED-DOLLAR ECIAL FORM			\$-368
	0/00 PR	ECIAL PROVISIONS - MASSA EMISES ALARM OR FIRE PRO Edit: 5%	CHUSETTS DTECTION SYSTEM		\$-148
HO 04 27 04	4/02 LIN Sec		OT, OR BACTERIA COVERAGE		
HO 16 10 01	0/00 NO 1/09 WA	SECTION II-LIABILITY FOR H	OME DAY CARE COVERAGES		
		RSONAL INJURY PIUA TENTATIVE RATE			\$18
	2700		TOTAL PREMIUM / TOTAL ANNU	ADJUSTMENT JAL PREMIUM	\$-498 \$2,497
RATING INFORMA	TION: 1 FAN	MILY	Frame	<b>TERRITORY 40</b>	PROTECTION 03
This policy shall not be unless countersigned b		Boston, Massachusetts	1/09/2024	Countersigned:	John Cantalype
UMAHODEC		На	omeowners - MA	-0	INSURED COPY

OF P.C MI 00	TY OF METHUEN FICE OF TREASURY D. BOX 397 ETHUEN, MA 01844-06 0050 0014700	and the second second		ITY ( fisc al re	CAL Y	EAR 2	025		Go to the Ci www.cityo Link		en's website @ t and click on yments	
Bill Nu Amoun				The C	Collector'	's Office of	does not	accept pa	yments over the	e phone.		
APPLICATIONS	PPLICATIONS FOR ABATEMENTS DUE TO ASSESSOR'S OFFICE BY : 2/3					on the ev				Hall will now be open until 7:30 venings of City Council Meetings. thuen.gov/OfficeHours for meeting dates.		
Redf	MICHAUD MARTIN 23 DALE ST METHUEN, MA 01844-7303 Ilightiligh					Office Hours:		City of Methuen P.O. Box 397 Methuen, MA 01844 Monday - Thursday, 8:00 AM - 4:30 PM Friday, 8:00 AM - 12:00 NOON				
W HS	Phone: Office of th		8) 983-8 8) 983-8									
A V	Colle Jennife		The Commonwealth of Massachusett				nusetts	S ISSUE DATE: 12/31/2024				
COPY ATE TAX	Your Actual Real Estate Tax for the fiscal year beginning July 1, 2024 and ending June 30, 2025 on the Parcel of			City of Methuen RE/PP P.O. Box 397				BILL NUMBER: 9652			9652	
2 H	REAL ESTATE described		Medford, MA 02155-0004				PARCEL I.D.: 518-162-51					
	PROPERTY D	Tax Rate Residential OpenSpa						FISCAL 202	5 REAL ES	TATE TAX		
	LOCATION: (VP) DALE ST		PER \$1000		OpenSpace \$ 0.00	\$ 20.55	\$ 20.55	Prelimina	ry Tax		\$1,037.14	
KPAVER R	ACRES: 0.788	CLASS: 1310		SPECIAI	L ASSESSM	1ENTS		Payments			\$-1,037.14	
РЧ	BOOK / PAGE: 1163/	394						Preliminary Tax Balance		\$0.00		
REAL	LAND VALUE: BUILDING VALUE:	\$209,400 \$0	Total Special Assessments Total Real Estate Tax Tax & Special Assessments		nts	\$0.00		Interest on Balance			\$0.00	
× ×	OTHER VALUE:				ents	\$2,215.45		Third Quarter Tax Due		\$589.16		
25	TOTAL VALUE	\$209,400		minary Tax: Quarter Tax Due:		\$1,037.14 \$589.16						
0	MICHAUD MARTIN 4th Q			Quarter Tax Due:			\$589.15				\$0.00	
				batement / Exemption					02/02/2025			
								Amount L	Due 02/03/2025		\$589.16	
								Amount T	Due 05/01/2025		\$589.15	

	Collector of Taxes Jennifer A. Finnigan		MICHAUD MARTIN 23 DALE ST METHUEN, MA 01844-7303		ISSUE DATE: 12/31/2024		
#2 TAX 2025	Your Actual Real Estate Tax for the fiscal year beginning July 1, 2024 and ending June 30, 2025 on the Parcel of REAL ESTATE described below is as follows:					L NUMBER: CEL I.D.: 518-1	9652 62-51
	LOCATION: (VP) DALE ST	Fourth Quarter Tax Due		\$589.15			
	CLASS: 1310	BOOK / P.	AGE: 1163/ 394	Fourth Quarter Lien Abatement / Exemption		\$0.00	
CC STA YEZ	SEE REVERSE SIDE FOR IMPO	Payments / Credits		\$0.00			
				Amount Due 05/	01/2025		\$589.15
REAL 1 REAL 1 FISCAL	MAIL PAYME City of Me P.O. 1 Medford, M	REMIT COUPON #2 DUE & PAYABLE MAY 1, 2025					

MAIL PAYMENTS TO: City of Methuen RE/PP P.O. Box 397 Medford, MA 02155-0004

**REMIT COUPON #2 DUE & PAYABLE** MAY 1, 2025 \$589.15

03201202525000009652200000589150501251

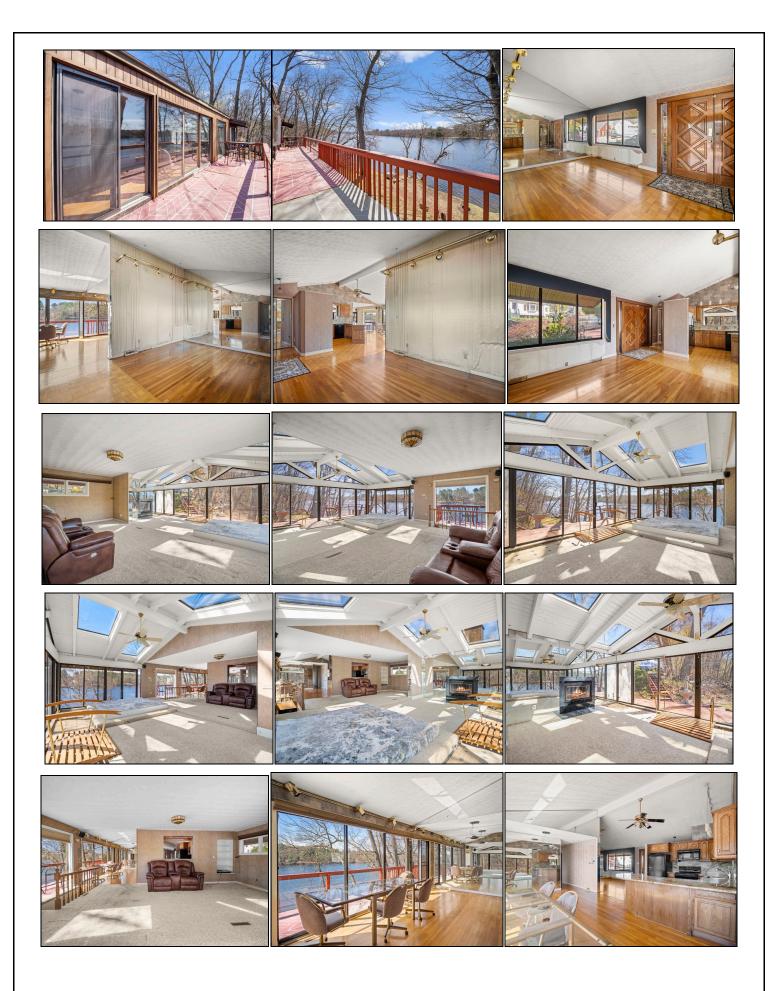
# PHOTO GALLERY <u>0 & 35 DALE ST., METHUEN, MA</u>

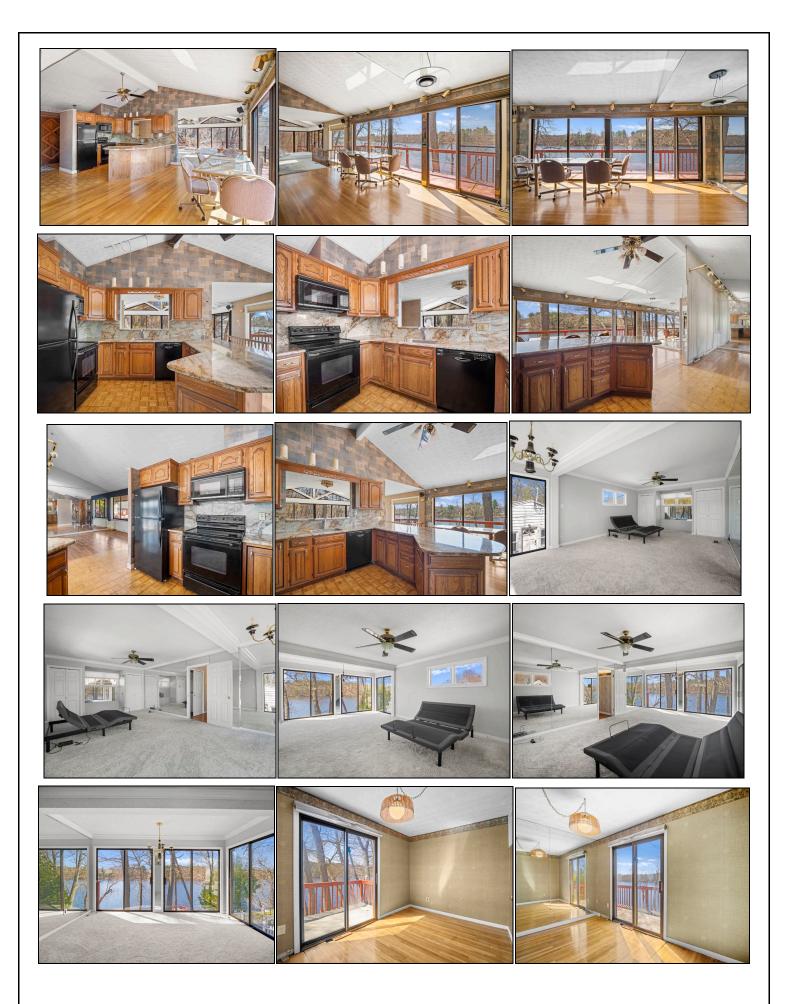




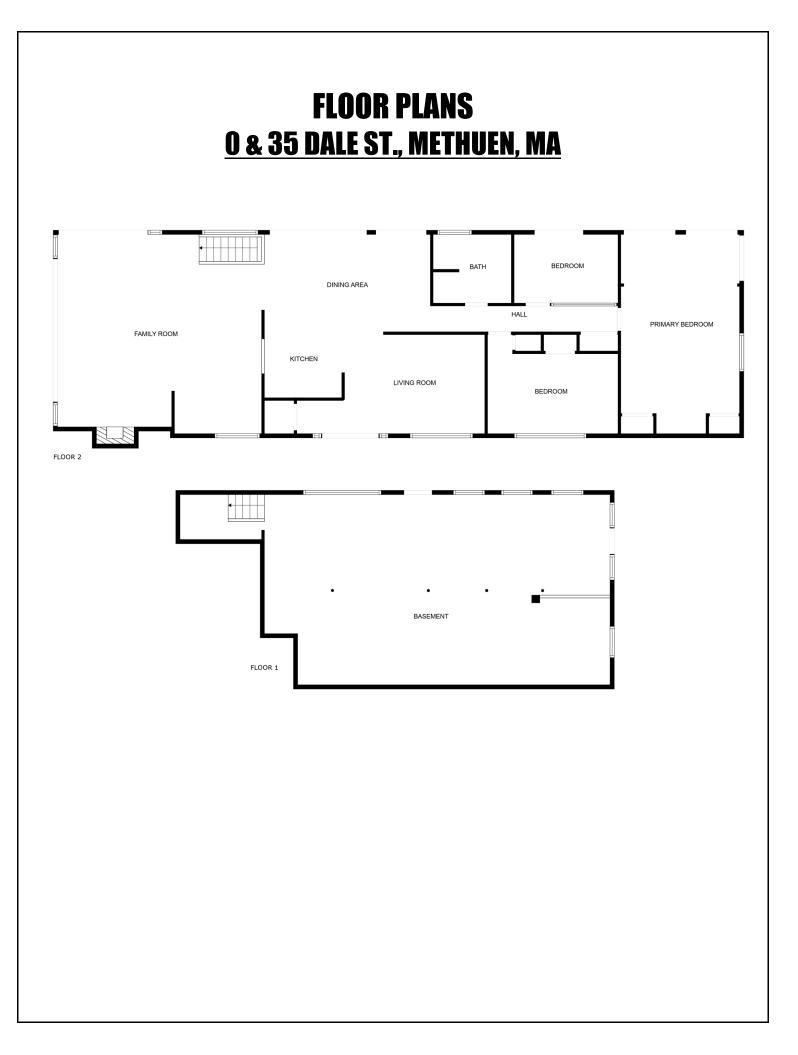


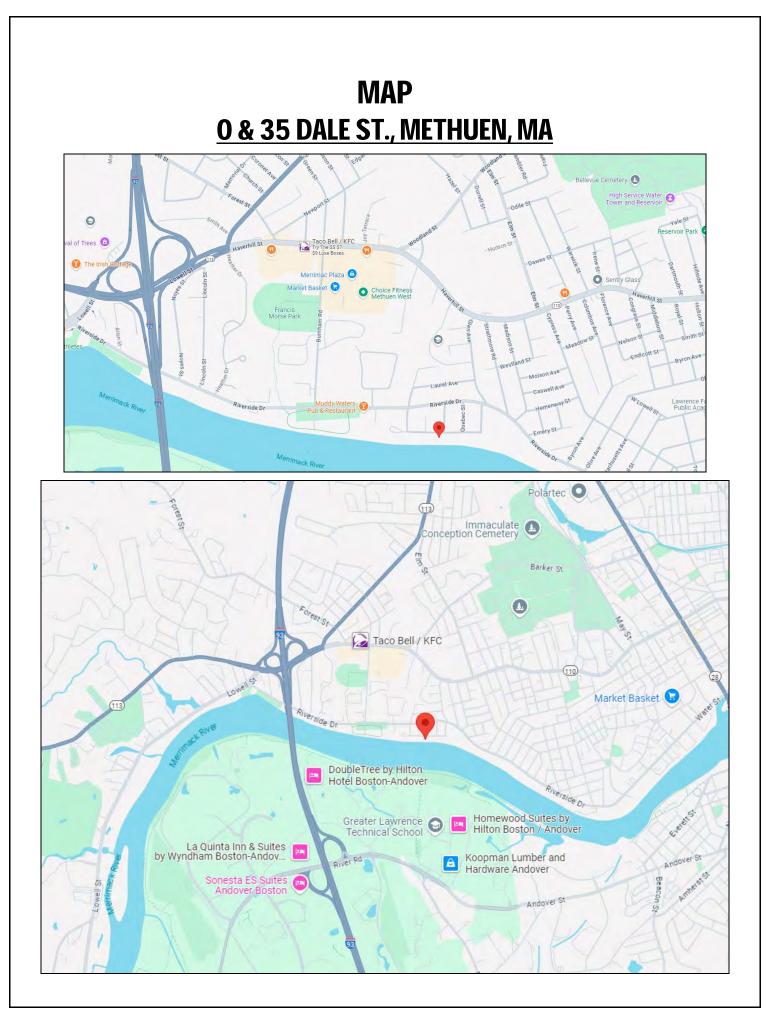














## The Commonwealth of Massachusetts

Executive Office of Health and Human Services **Department of Public Health** Bureau of Environmental Health 250 Washington Street, 7<sup>th</sup> Floor Boston, MA 02108 (800) 532-9571 / (617)-624-5757

#### CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. This package is for compliance with both state and federal lead notification requirements.

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either deleaded or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clppp.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit deleaded. There are also a number of grants and no-interest or lowinterest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

#### PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

CLPPP Form 94-2, 6/30/94, Rev. 2/03, Rev. 10/09

#### NOTIFICATION PACKAGE WILL BE SUPPLIED TO THE AUCTION BUYER OF THIS PROPERTY



THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE President Phone: 800-521-0111 Fax: 508-362-1073 JJManning.com auctions@JJManning.com

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