

PUBLIC AUCTION

Town Owned Property

Former Fire Station

FRIDAY, OCTOBER 29 AT 4:00 PM



104 Route 3 North, Carroll, NH

~ Sale to be held on site ~

ID#21-171. We have been retained by the Town of Carroll to sell at PUBLIC AUCTION, this former fire station w/ offices building • Residential-Business zoned property located on a 0.52± acre lot built in 1935, renovated in 2007 includes 4,612± SF GBA, add'l 1,248 SF of storage area space • Metal roof, 5 overhead doors, generator, sheds to rear, paved parking lot, mezzanine, 2 half baths & 2-FHA/oil furnaces with 2 oil tanks • Served by town water & private septic • Tax Map 206, Lot 23. Assessed Value: \$241,640. 2020 Taxes: \$5,135.



Preview: Day of sale from 3:00 PM or by appointment with auctioneer.

10% BUYER'S PREMIUM DUE AT CLOSING

TERMS: \$10,000 deposit by cash, certified check, bank treasurer's check or other payment acceptable to the Town of Carroll at time of sale, balance due within 30 days. **SALE IS SUBJECT TO TOWN CONFIRMATION. THE TOWN OF CARROLL RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.** Conveyance by deed without covenants. Property sold "as is, where is" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

Auctioneers Note: *Deed restrictions apply, see bidders packet for complete details.*

All information herein is believed but not warranted to be correct. All interested parties are advised to make independent investigations of all matters they deem relevant.

ADDITIONAL INFORMATION & 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

Conditional Real Estate Auction Purchase Agreement and Deposit Receipt

Seller: Town of Carroll, NH
92 School Street
Carroll, NH 03595

Buyer : _____

Real Estate: 104 Route 3, North
Tax Map 206, Lot 23, Carroll, New Hampshire

Dated: _____

For consideration paid, Buyer and Seller agree that:

1. Description of Real Estate. Seller agrees to sell and convey, and Buyer agrees to purchase, upon the following terms, the Seller's interests in the real estate, with all buildings, fixtures, improvements, and appurtenant easements, on Route 3 North, Carroll, Coos County, New Hampshire, known as 104 Route 3 North, Tax Map 206, Lot 23 (the "Real Estate").

2. Accepted Bid Price; Payment Terms. Buyer, being the highest bidder at the real estate auction, shall pay to Seller the following sums:

(a) Buyer shall pay Seller the total purchase price of _____ Dollars (\$_____) (the "Purchase Price") in the following manner: (i) a Deposit, as described in Section 2(b) below, shall be given upon execution of this Agreement; and (ii) the balance of the Purchase Price, _____ Dollars (\$_____) shall be tendered by bank treasurer's cashier's, or certified check, or other tender acceptable to Seller at the time of closing.

(b) Deposit. Upon execution of this Agreement, Buyer shall deposit \$10,000.00 with Seller (the "Deposit"). The Deposit shall be held by Orr & Reno, P.A. ("Escrow Agent") in an IOLTA account not bearing interest for either party released either (i) at Closing and applied toward the Purchase Price; or (ii) upon agreement of the parties.

Escrow Agent shall have no liability as to the Deposit except to account for the Deposit and to release it in accordance with this section. Both parties agree to hold Escrow Agent harmless from any and all liability relative to the Deposit, except for gross negligence of the Escrow Agent.

3. Buyer's Premium Due. The Purchase Price does not include the Buyer's Premium of ten percent (10%) of the Purchase Price, due to the Auctioneer at closing. Payment of such an amount by the Buyer in accordance with this section, by cash or certified check at closing, is a prior condition of the Seller's obligation to convey title. This Buyer's Premium is in addition to the Purchase Price and is payable directly to the Auctioneer.

4. Conditions to Acceptance of Bid. This Agreement shall be conditioned on the acceptance by the Board of Selectmen of the Buyer's bid at the real estate auction. Seller's execution of this Agreement shall indicate its acceptance of the bid. If Buyer's bid is rejected, the Deposit shall be returned to Buyer.

5. Closing. The Real Estate shall be transferred on the closing date, which shall be no later than thirty (30) days from this date (the "Closing"). The closing shall be held at a place and time mutually acceptable to the parties.

6. No Financing Contingency. This Agreement is not subject to Buyer's obtaining financing. Buyer represents and warrants to Seller that it has sufficient cash or financing to complete the purchase of the Real Estate on the terms and conditions contained in this agreement.

7. Taxes, Utilities. Real estate taxes and all utilities shall be apportioned as of the closing date. Buyer shall pay its share of the transfer tax. The Seller is exempt from the transfer tax.

8. Risk of Loss. Risk of loss from any cause shall be upon Seller until the transfer of the Real Estate.

9. Default. If Buyer defaults in the performance of its obligations under this Agreement, the Deposit may, at Seller's option, become the property of Seller as reasonable liquidated damages, and Seller may transfer title to the next highest bidder at the auction, without further notice to Buyer.

10. Prior Statements. All representations, statements and agreements previously made by the parties are merged in this Agreement, which alone fully and completely expresses their 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 its behalf.

11. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

12. Notices and Disclosures.

A. Notices. New Hampshire law (RSA 477:4-a) requires the following notifications regarding risks associated with the ownership of any property:

(1) 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.

(2) 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. 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.

(3) 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.

B. Disclosures. Buyer acknowledges receipt of the following, and agrees that Seller has complied with all the requirements of the following statutes:

(1) The Water Supply and Sewage Disposal Disclosure required by

NH RSA 477:4-c and d and attached as Exhibit B.

(2) The Public Utility Tariff Disclosure Pursuant to NH RSA 477:4-h and attached as Exhibit C.

(3) The Methamphetamine Production Notification Pursuant to NH RSA 477:4-g and attached as Exhibit D.

13. Possession and Title. Seller makes no further representations and warranties; Buyer is purchasing the Real Estate in its current condition, AS IS, WHERE IS condition, without any warranty as to its use of condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals and/or interests secured or inuring to the benefit of abutters, third parties or members of the general public, outstanding municipal charges for sewer, water of betterment assessments/connection or capacity charges for the same, or other matters of record which may impact the use of, or title to, the Real Estate, if any, including mortgages, equity lines of credit, liens, attachments, orders to cease and desist, and any State and Federal tax liens which have survived the Seller's acquisition of the Real Estate. The Real Estate shall be conveyed to Buyer subject to the covenants set forth on Exhibit A attached hereto.

14. Title. If the Buyer desires an examination of the title, Buyer shall pay the cost thereof. Buyer acknowledges that title shall be transferred by deed without covenants. The deed and Buyer's title shall be subject to matters of record and as described in the section entitled Possession and Title above.

15. Acknowledges and Agrees. That the sale of the Real Estate as provided for herein is made on an "AS IS" condition and basis with faults, latent or patent.

16. Insurance. The buildings on the Real Estate shall, until the full performance of this Agreement, be kept insured against fire by the Seller. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed or possession, as the case may be, to the Buyer unless the Real Estate shall previously have been restored to their former condition by the Seller. Upon request the Seller shall provide evidence of current insurance coverage to the Buyer.

17. Miscellaneous.

A. This instrument is a New Hampshire contract; sets forth the entire contract

between the parties; may be cancelled, modified, or amended only in writing signed by both Seller and Buyer; and may be signed in counterparts. A photocopy, facsimile copy, or electronic copy of a signed Agreement shall be given the same effect as a signed Agreement.

B. This agreement incorporates the terms and conditions as may be announced by Seller at the real estate auction.

C. This Agreement shall be effective on the date last signed by both Seller and Buyer.

[Signature Page Follows]

Signature Page to Conditional Real Estate Auction Purchase Agreement and Deposit Receipt

Seller:
Town of Carroll

Witness
DATED:

By: _____
Name:
Title:
Duly Authorized

Buyer:

[_____]

Witness
DATED: _____

By: _____
Name:
Title:
Duly Authorized

EXHIBIT A
Deed Covenants for Real Estate

The following uses are prohibited on the Real Estate:

- Pawn shops
- Junkyards
- Sale, rental and repair of motor vehicles, recreational vehicles, and off-highway recreational vehicles
- Raising and keeping of animals and livestock
- Agriculture
- excavations
- Kennels
- Storage facilities
- Medical marijuana dispensary
- Sexually oriented business
- Materials recycling or processing
- Wholesale businesses, including a discount house or bulk sales outlet

EXHIBIT B

Water Supply and Sewage Disposal and Insulation Disclosure Pursuant to RSA 477:4-c, d

Seller: Town of Carroll

Buyer: _____

Real Estate: 104 Route 3 North, Tax Map 206, Lot 23, Carroll, Coos County, New Hampshire

I. Seller discloses the following information to Buyer regarding the water supply at the Real Estate:

- A) Type of water-supply system:
- B) Location:
- C) Malfunctions:
- D) Date of installation:
- E) Date of most recent water test:
- F) Unsatisfactory water test or water test with notations:

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Real Estate:

- A) Size of tank:
- B) Type of sewage disposal system:
- C) Location:
- D) Malfunctions:
- E) Age of system:
- F) Date of most recent service:
- G) Name of contractor who services the system:

III. Seller discloses the following information to Buyer regarding the insulation in the Real Estate: _____

EXHIBIT C

Public Utility Tariff Disclosure Pursuant to RSA 477:4-h

Seller: Town of Carroll

Buyer: _____

Real Estate: 104 Route 3 North, Tax Map 206, Lot 23, Carroll, Coos County, New Hampshire

Seller discloses the following information to Buyer regarding any metered public utility services at the Real Estate that Buyer may be responsible for paying as a condition of such utility service:

I. Prior to or during the preparation of an offer for the purchase and sale of any interest in real property and in conjunction with an offer to lease or rent real property and before signing an agreement to sell, transfer, lease, or rent real property the **SELLER**, transferor, lessor, or owner shall disclose in writing to the **BUYER**, transferee, lessee, or occupant if, to the **SELLER'S**, transferor's, lessor's or owner's knowledge, any metered public utility services at the premises that the **BUYER**, transferee, lessee, or occupant may be responsible for paying as a condition of such utility service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61. Such disclosure should include, if known, the remaining term and amount of such charges and any estimates or documentation of gross or net energy or fuel savings resulting from such financed or amortized improvements and investments. The **BUYER** shall acknowledge receipt of the disclosure by signing a copy of the disclosure.

II. In the case of a sale or transfer of real property, the fact that information regarding such required disclosure is not available shall also be conveyed, in writing, when such is the case.

The **SELLER** discloses that he/she has no knowledge of any such obligation.

EXHIBIT D

Required Notification Pursuant to NH RSA 477:4-g

Seller: Town of Carroll

Buyer: _____

Real Estate: 104 Route 3 North, Tax Map 206, Lot 23, Carroll, Coos County, New Hampshire

Methamphetamine Production

Seller notifies Buyer that to its knowledge, no methamphetamine production has occurred at the Real Estate.

Town of Carroll

EXEMPT PROPERTY ASSESSMENT RECORD

Date Printed: 9/01/2021
Assessment Year: 2017

Map & Lot: 206-023-000-000

Location: 104 ROUTE 3 NORTH

Parcel ID: 693

Card: 1 of 1

Owner Information					Current Assessment Summary			Parcel Data						
TOWN OF CARROLL 104 ROUTE 3 N - FIRE DEPT CARROLL, NH 03595					NICU Acres		0.5200	Neighborhood	TWIN MTN		Electric	Electric		
					CU Acres				Property Class	Exempt		Water	Public Water	
					Total Acres		0.5200			Prime Use	Exempt: Town		Waste	Septic
					Living Area Sq. Ft.		4,584				Zone	Resid - Business		P/U Year
Sale History					Assessed Values			Topography	Level					
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land		\$65,900							
					Current Use									
					Total Land		\$65,900							
					Improvements		\$175,740							
					Total Assessment		\$241,640							
					Total Market Value		\$241,640							
Notes														
2019 M&L FOR 2022 REVAL - ADDED BTH FIX CT, ADJD FA TO UA, OP DIMS, 1ST/S DIMS, UA/1ST/S DIMS & 10X48 1ST TO SHED 2017 REVAL REVIEW - ADJ'D SQ FT OF PAVING 2017 PICK-UP - ADJD 1ST/S-CM TO FA/1ST/S-CM, RMVD GENERATOR 2015 M&L FOR 2017 REVAL - ADJD FOUNDATION, FRAME, WALLS, ADDED SLAB TO SKETCH BUILDING - FIRE STATION. 2008 PICK-UP - ADDT'N ADDED - COMPLETE. 2009 M&L - ADJ'D SKETCH & OUTBLDG' S.														
Assessed Land Valuation								Visit History						
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value	Date	Reason	By				
COMM - IMPRVD	0.520			65,884			\$65,900	12/10/19	Measure & Interior	KC				
								5/01/17	Pick-up Exterior	DJW				
								9/09/15	Measure & Interior	JB				
								4/22/13	Pick-up Exterior	PB				
								11/19/09	Measure & Interior	JB				
								Assessment History						
	Date	Land	Curr. Use	Improvements	Total									
	4/01/20	65,900		175,740	241,640									
	12/17/19	65,900		191,040	256,940									
	12/31/18	65,900		191,040	256,940									
	12/31/17	65,900		191,040	256,940									
	5/18/17	77,400		209,608	287,008									
Current Use								Building Permits						
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value	Date	Type	Number	Status	
										7/07/2016	Building	2016-40	BLDG	

Map/Lot #: 206-023-000-000

Location: 104 ROUTE 3 NORTH

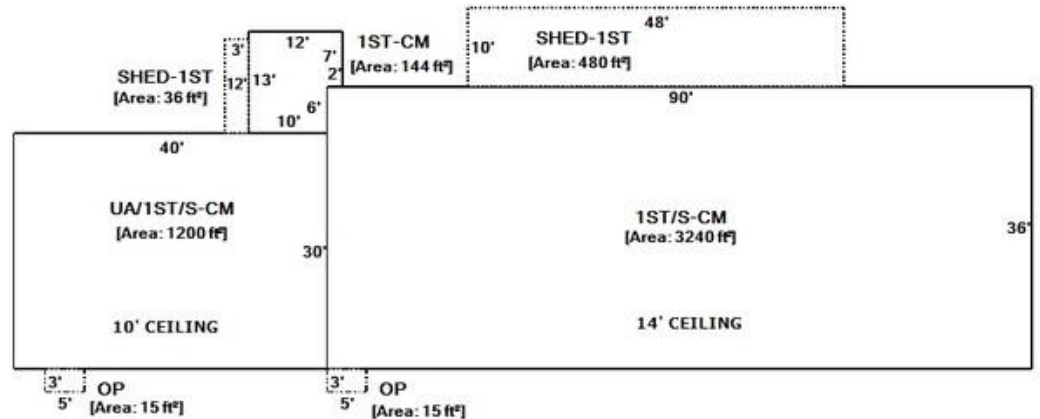
Owner: TOWN OF CARROLL

Card: 1 Of 1

General Information			Building Computation		
Prop. Class	Exempt		Base Value	\$260,865	
Building Style	Fire Station Volunte (57)		Size Adj. Factor	0.86	
Year Built	1935		Building Adj.	\$1,716	
Effective Year	1994		Grade Adj. Factor	1.15	
Grade/Quality	Comm Avg+		Extra Features	\$0	
Condition	Good		Replacement Cost	\$259,969	
# of Rooms	0		Influences/Obsolescence		
#of Bedrooms	0		Depreciation %	36	
Color	Red		Functional Obs %	0	
Foundation	Slab		External Infl. %	0	
Framing	Concrete block		% Unfinished	0	
Insulation	Yes		Depreciated Value	166,380	
Roof Type	Gable		Location Adj.		
Roof Material	Metal		Building Value	\$166,400	
Exterior Siding	T1-11/Concrete Block		Plumbing Fixtures		
Flooring	Concrete/Carpet		# 2-Fixture Baths	1	
Interior Walls	Drywall/Concrete blo		# 3-Fixture Baths	1	
Heating Fuel	Oil		# 4-Fixture Baths	0	
Heating Type	Forced hot air		# 5-Fixture Baths	0	
Cooling Type	None		# Extra Fixtures	0	
			# Kitchen Sinks	1	
			# Hot Water	1	

Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
EXTERIOR SIDING	4,584	\$-4,584			
EXTRA FIXTURES	7	\$6,300			

Building Segments						
Segment	Area			Rate / Sq. Ft.	Base Value	% Unf
	Sketch	Living	Effective			
1ST-CM	144	144	144	57.00	\$8,208	
1ST/S-CM	3,240	3,240	3,240	57.00	\$184,680	
OP	30		30	32.67	\$980	
SHED-1ST	516		516	7.35	\$3,793	
UA/1ST/S-CM	1,200	1,200	1,500	42.14	\$63,204	



Building Segments							Outbuildings									
Segment	Area			Rate / Sq. Ft.	Base Value	% Unf	Description	Year	Size or Units	Base Value	Size Adj.	Grade/Adj.	Condition / Depr.	FO %	% Unf.	Value
	Sketch	Living	Effective													
1ST-CM	144	144	144	57.00	\$8,208		Commercial Paving	2007	5,700	\$13,167	0.70	Avg 1.00	VG 2			\$9,030
1ST/S-CM	3,240	3,240	3,240	57.00	\$184,680		Concrete Apron	1935	8 x 10	\$300	1.30	Avg 1.00	G 20			\$310

Total Building Segments: 5,130 4,584 5,430 \$260,865 Main Building: \$166,400 Outbuildings: \$9,340 Total Buildings on Card: \$175,740



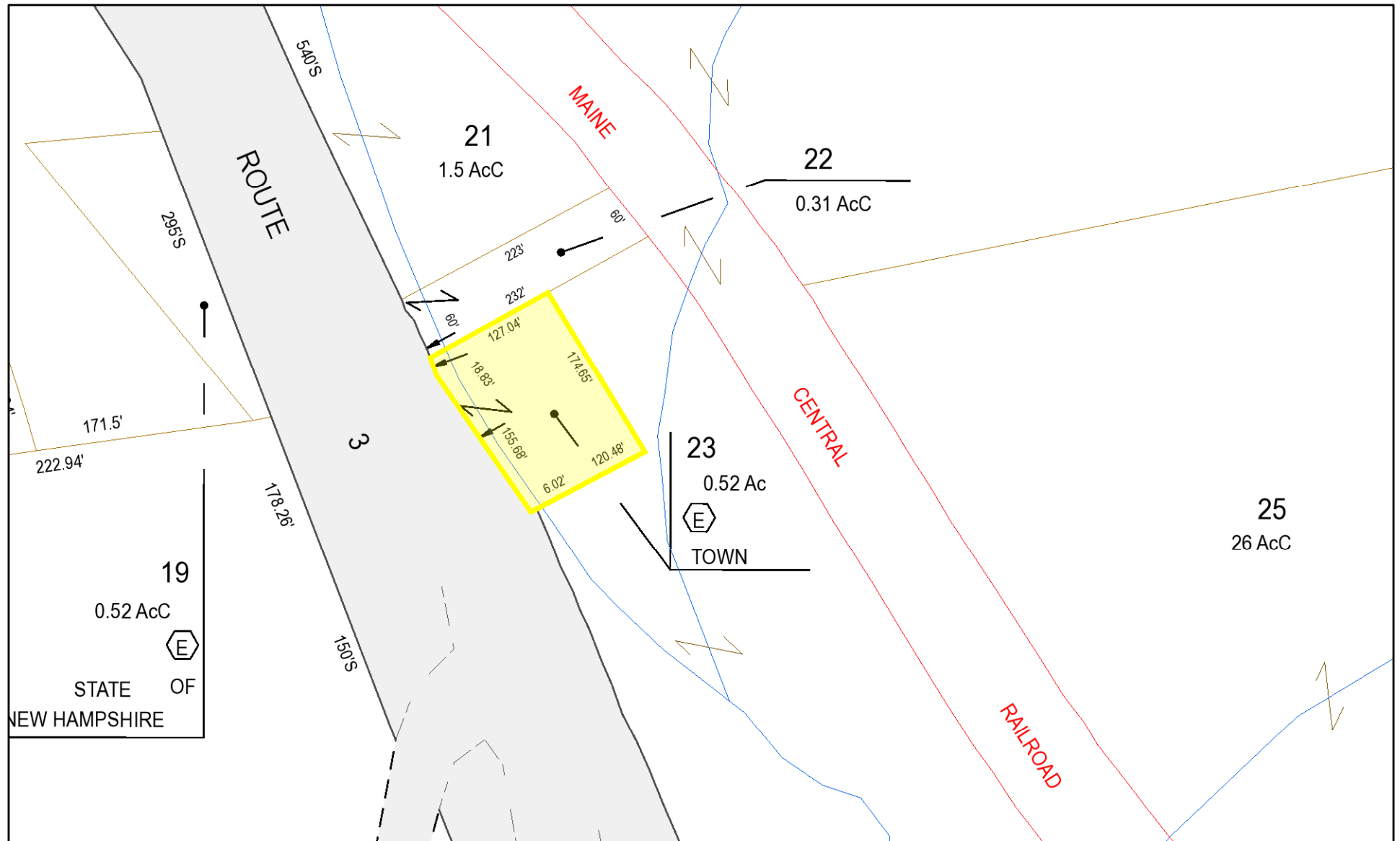
Carroll, NH



October 14, 2021

1 inch = 134 Feet

www.cai-tech.com



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.