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 over-head 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**
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]
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**

**Map & Lot:** 206-023-000-000  
**Location:** 104 ROUTE 3 NORTH  
**Parcel ID:** 693

**Current Assessment Summary**

<table>
<thead>
<tr>
<th>Owner Information</th>
<th>Current Assesment Summary</th>
<th>Parcel Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN OF CARROLL</td>
<td>NICU Acres: 0.5200</td>
<td>Neighborhood: TWIN MTN</td>
</tr>
<tr>
<td>104 ROUTE 3 N - FIRE DEPT</td>
<td>CU Acres: 0.5200</td>
<td>Property Class: Electric</td>
</tr>
<tr>
<td>CARROLL, NH 03595</td>
<td>Total Acres: 0.5200</td>
<td>Prime Use: Exempt</td>
</tr>
<tr>
<td></td>
<td>Living Area Sq. Ft: 4,584</td>
<td>Zone: Resid - Business</td>
</tr>
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</table>

**Sale History**

<table>
<thead>
<tr>
<th>Date</th>
<th>Grantor</th>
<th>Q/U/Class</th>
<th>Sale Price</th>
<th>Bk/Page</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>NICU Land</td>
<td>$65,900</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Current Use</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Land</td>
<td>$65,900</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Improvements</td>
<td>$175,740</td>
<td></td>
</tr>
</tbody>
</table>

**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 M&L FOR 2017 REVAL - ADJD FOUNDATION, FRAME, WALLS, ADDED SLAB TO SKETCH
- 2008 PICK UP - ADJD N ADDED - COMPLETE.
- 2009 M&L - ADJD DRAWING & OUT/BLDG S.

**Assessed Land Valuation**

<table>
<thead>
<tr>
<th>Land Type</th>
<th>Area</th>
<th>#Units</th>
<th>Frontage</th>
<th>Base Value</th>
<th>Adjustments</th>
<th>Adj. Factor</th>
<th>Final Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMM - IMPRVD</td>
<td>0.520</td>
<td>65,884</td>
<td></td>
<td>$65,900</td>
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<td>$65,900</td>
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**Visit History**

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<tr>
<th>Date</th>
<th>Reason</th>
<th>By</th>
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</thead>
<tbody>
<tr>
<td>12/10/19</td>
<td>Measure &amp; Interior</td>
<td>KC</td>
</tr>
<tr>
<td>5/01/17</td>
<td>Pick-up Exterior</td>
<td>DJW</td>
</tr>
<tr>
<td>9/09/15</td>
<td>Measure &amp; Interior</td>
<td>JB</td>
</tr>
<tr>
<td>4/22/13</td>
<td>Pick-up Exterior</td>
<td>PB</td>
</tr>
<tr>
<td>11/19/09</td>
<td>Measure &amp; Interior</td>
<td>JB</td>
</tr>
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**Assessment History**

<table>
<thead>
<tr>
<th>Date</th>
<th>Land</th>
<th>Corr. Use</th>
<th>Improvements</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/01/20</td>
<td>65,900</td>
<td>175,740</td>
<td>241,640</td>
<td></td>
</tr>
<tr>
<td>12/17/19</td>
<td>65,900</td>
<td>191,040</td>
<td>256,940</td>
<td></td>
</tr>
<tr>
<td>12/31/18</td>
<td>65,900</td>
<td>191,040</td>
<td>256,940</td>
<td></td>
</tr>
<tr>
<td>12/31/17</td>
<td>65,900</td>
<td>191,040</td>
<td>256,940</td>
<td></td>
</tr>
<tr>
<td>5/18/17</td>
<td>77,400</td>
<td>209,608</td>
<td>287,008</td>
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</table>

**Current Use**

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<thead>
<tr>
<th>Land Type</th>
<th>Acres</th>
<th>Location</th>
<th>Grade</th>
<th>Site</th>
<th>CU Rate/SPI</th>
<th>Rate/Acre</th>
<th>Rec/Adj</th>
<th>Ratio</th>
<th>CU Value</th>
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</thead>
</table>

**Building Permits**

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Number</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>7/07/2016</td>
<td>Building</td>
<td>2016-40</td>
<td>BLDG</td>
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</tbody>
</table>

**Version:** 190114
Building Computation

| Base Value | $260,865 |
| Size | Adjust. Factor | 0.86 |
| Year Built | 1935 |
| Effective Year | 1994 |
| Grade/Quality | Common Avg. |
| Condition | Good |
| Size or Units | Rate / Sq. Ft. |
| Replacement Cost | $259,969 |

Influences/Obsolescence

| Depreciation | 36 |
| Functional Obs | 0 |
| External Influ | 0 |
| % Unfinished | 0 |

Depreciated Value | $166,380 |

Building Segments

<table>
<thead>
<tr>
<th>Segment</th>
<th>Area</th>
<th>Sketch</th>
<th>Living</th>
<th>Effective</th>
<th>Rate / Sq. Ft.</th>
<th>Base Value</th>
<th>% Unf.</th>
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<tbody>
<tr>
<td>1ST-CM</td>
<td>144</td>
<td>144</td>
<td>144</td>
<td>57.00</td>
<td>$8,208</td>
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</tr>
<tr>
<td>1ST/S-CM</td>
<td>3,240</td>
<td>3,240</td>
<td>3,240</td>
<td>57.00</td>
<td>$184,680</td>
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<tr>
<td>OP</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>32.67</td>
<td>$980</td>
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</tr>
<tr>
<td>SHED-1ST</td>
<td>516</td>
<td>516</td>
<td>516</td>
<td>7.35</td>
<td>$3,793</td>
<td></td>
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<tr>
<td>UA/1ST/S-CM</td>
<td>1,200</td>
<td>1,200</td>
<td>1,500</td>
<td>42.14</td>
<td>$63,204</td>
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Outbuildings

<table>
<thead>
<tr>
<th>Description</th>
<th>Year</th>
<th>Size or Units</th>
<th>Base Value</th>
<th>Size Adj.</th>
<th>Grade/Adj.</th>
<th>Condition</th>
<th>FO</th>
<th>%</th>
<th>% Unf.</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Paving</td>
<td>2007</td>
<td>5,700</td>
<td>$13,167</td>
<td>0.70</td>
<td>Avg 1.00</td>
<td>VG 2</td>
<td></td>
<td></td>
<td></td>
<td>$9,030</td>
</tr>
<tr>
<td>Concrete Apron</td>
<td>1935</td>
<td>8 x 10</td>
<td>$300</td>
<td>1.30</td>
<td>Avg 1.00</td>
<td>G 20</td>
<td></td>
<td></td>
<td></td>
<td>$310</td>
</tr>
</tbody>
</table>

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