

# PUBLIC AUCTION

## (6) TAX DEEDED SALES IN ACWORTH, NH



## (6) Parcels of Vacant Land

Saturday, June 4, 2022 @ 10:00 AM

Registration from 9:00 AM

Sale to be held at: Acworth Town Hall, 13 Town Hall Road, Acworth, NH

ID#22-153· We have been retained by the Town of Acworth, NH to sell at PUBLIC AUCTION these (6) town-owned properties. These properties have acreages ranging in size from 0.87± up to 20± acres.

### SALE # 1: 688 Cold Pond Road (Tax Map 210, Lot 27)



Vacant 12.9± acre piece of land located at the corner of Gove Road near Crescent Lake · Lot is heavily wooded, sloping down gradually from the road and appears to be wet. Assessed Value: \$40,100. 2021 Taxes: \$919.

### SALE # 2: Cold Pond Road (Tax Map 210, Lot 39)



4± acre vacant lot located across from Heino Road just 2.8 miles from the center of town · Lot is heavily wooded, sloping up from the road and a portion of the land appears to be wet · Assessed Value: \$35,900. 2021 Taxes: \$823.



### SALE # 3: Burroughs Road (Tax Map 207, Lot 6)

Vacant 20± acre remote lot located near Hall Pond · Lot is heavily wooded, sloping down from the road and appears to be wet. Assessed Value: \$31,800. 2021 Taxes: \$729.



### SALE # 4: Anderson Road (Tax Map 201, Lot 36)

Vacant 0.87± acre lot located close to Crescent Lake · Lot is heavily wooded and slopes down from the road. Assessed Value: \$24,700. 2021 Taxes: \$566.

### SALE # 5: NW Acworth (Tax Map 207, Lot 14)

Vacant 5 ± acre remote lot located on a Class VI road near Hall Pond · Lot is heavily wooded and rolling in topography · Assessed Value: \$21,200. 2021 Taxes: \$486.

### SALE # 6: Keyes Hollow Road (Tax Map 226, Lot 6)

Vacant 3.72 ± acre lot located across from #46 Keyes Hollow Road near the Cold River · Lot is heavily wooded, sloping up from the road and has power lines running through the lot. · Assessed Value: \$2,800. 2021 Taxes: \$64.

## 10% BUYER'S PREMIUM DUE AT CLOSING

**PREVIEW:** Properties are marked, a drive-by is recommended.

**TERMS:** \$2,500 deposit per lot; by cash, certified check, or bank check at time of sale, balance of purchase due within 30 days from the sale date. Conveyance by Quitclaim Deed. Sales are subject to Town confirmation. The Town of Acworth reserves the right to reject any and all bids. All properties sold "AS IS, WHERE IS" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

*All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant.*

PLOT PLANS, PHOTOS, BROCHURE, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE



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SINCE 1982



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**AGREEMENT OF SALE AND DEPOSIT RECEIPT**

BE IT KNOWN that on this the \_\_\_ day of \_\_\_\_\_, 2022, the undersigned Buyer was the high qualified bidder at an auction conducted by the Town of Acworth for the following described property owned by the Town of Acworth (Seller):

WITNESSETH that Seller agrees to sell and convey by Quitclaim Deed, without covenants and subject to any rights of tenancy, use or possession, easements, prior land use restrictions and approvals existing in the chain of title, and Buyer agrees to buy the below described property and any improvements thereon located in the Town of Acworth.

**Description of Property:** Tax Map ID: \_\_\_\_\_ Street Address: \_\_\_\_\_

**Purchase Price/High Bid:** \$ \_\_\_\_\_

**Amount of Deposit:** \$ \_\_\_\_\_

Cash  Check (No. \_\_\_\_\_)

**Buyer's Premium:** \_\_\_\_\_ (Additional 10% of the Purchase Price, due at closing)

**Balance Due at Closing:** Balance due is the total of Purchase Price + the Buyer's Premium + state transfer tax (the greater of 0.75% of Purchase Price or \$20.00) + all recording fees, minus Amount of Deposit.

**Buyer:** (Bidder No. \_\_\_\_ ) (1) \_\_\_\_\_ (2) \_\_\_\_\_

**Take Title As:**  Joint Tenants with Rights of Survivorship  Tenants in Common  Other/TBD

**SSN/Fed. I.D. #s:** (1) \_\_\_\_\_ (2) \_\_\_\_\_

**DEED and TITLE:** Buyer acknowledges that the Town of Acworth is conveying the property AS IS, WHERE IS, WITH ALL FAULTS, without warranties and with no representations as to the quality of title being conveyed or the quality of the Property being purchased. Buyer further acknowledges that no representations have been made as to whether the Property is suitable for building or any other use or purpose that the Buyer intends for the Property.

Buyer acknowledges that Buyer shall pay real estate taxes assessed as of April 1, 2022, regardless of whether the Buyer owns the Property as of April 1, 2022, pro-rated as of the date of closing. Buyer further acknowledges that the Property is sold subject to matters of record which may have survived Seller's acquisition of the property. Additionally, any examination of the title shall be at Buyer's sole option and expense.

**POSSESSION AND TRANSFER OF TITLE:** Closing shall be on or before thirty (30) days after the date of this Agreement at a time and place agreed upon by the parties, but in no event shall Buyer take possession of the Property until after the deed is recorded. TIME IS OF THE ESSENCE.

**LIQUIDATED DAMAGES:** In the event the Buyer fails to provide the balance due as provided in this Agreement, the Seller, in its sole discretion, may keep the deposit as reasonable liquidated damages, or may bring an action for specific performance. In the event of Buyer's default or failure to close, Seller reserves the right, without qualification, to sell the Property to the next highest qualified bidder.

**RADON GAS, ARSENIC AND LEAD NOTIFICATION:** Pursuant to RSA 477:4-a, Buyer acknowledges the following notifications:

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.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

Lead: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

**REPRESENTATIONS AND ACKNOWLEDGEMENTS:** The parties agree and acknowledge that all representations, statements, and agreements heretofore made between the parties hereto are merged into this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, with neither party relying on any statements or representations not embodied in this Agreement made by the other or on their behalf. Should any provision of this Agreement or any portion of any provision of this Agreement be held invalid or unenforceable according to law, the remaining portions hereof shall not be affected thereby but shall continue in full force and effect. The waiver by any party of any breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof. Time is of the essence as to all deadlines set forth in this Agreement. The property is subject to all applicable provisions of federal, state and local laws, ordinances and regulations that may be in effect as of the date of closing.

**ADDITIONAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_ 2022.

**Buyer certifies having read the foregoing and agrees to its terms.**

TOWN OF ACWORTH

BUYER

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Duly Authorized

Witness: \_\_\_\_\_  
(signature)

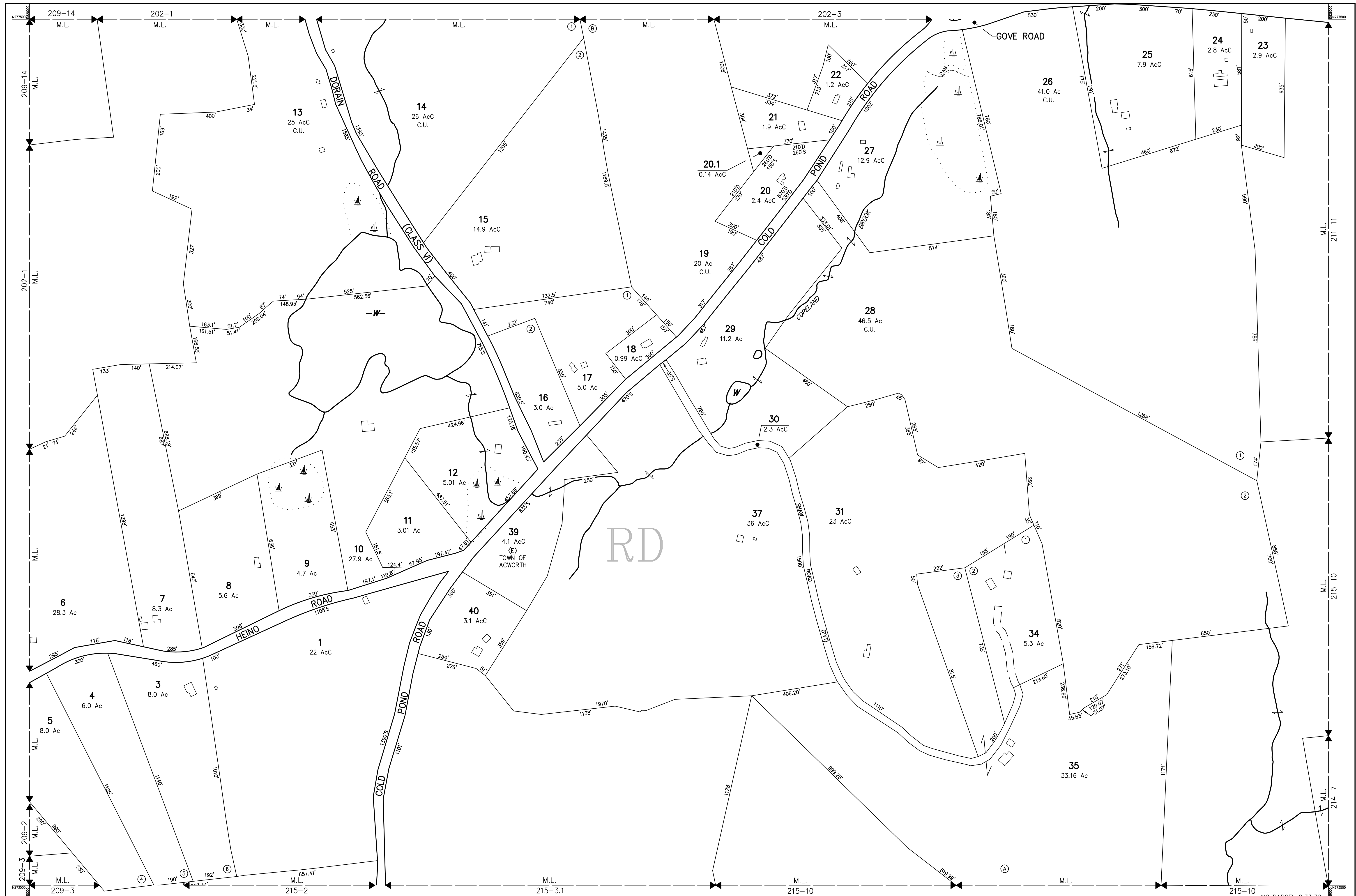
Witness: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)







THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM, NAD 83.

PHOTOGRAPHY DATE: APRIL 30, 2004

COMPLETION DATE: AUGUST 30, 2005

PRODUCED IN 2005 BY

**CAI Technologies**  
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11 PLEASANT STREET, LITTLETON, NH 03561  
800.322.4540 - WWW.CAI-TECH.COM

LEGEND

AREA SURVEYED	.....	Ac
AREA CALCULATED	.....	AcC
RECORD DIMENSION	.....	100'
SCALED DIMENSION	.....	100'S
MATCH LINE	← M.L. →	
WATER	~~~~~	

EXEMPT PROPERTY	Ⓢ
SUBDIVISION LOT NO.	Ⓣ
BUILDING	▭
RIGHT OF WAY/ACCESS	— 8'W —
COMMON OWNERSHIP	— 8'W —
WETLANDS	Ⓢ

SCALE 1" = 200'

REVISOR TO :

PROPERTY MAPS

**ACWORTH**

NEW HAMPSHIRE

INDEX DIAGRAM

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MAP NO. **210**

NO PARCEL 2,33,38