

PUBLIC AUCTION

ISLAND PROPERTY ON LAKE SUNAPEE Saturday, June 25, 2022 at 10:00 AM



18 Great Island, Newbury, NH *Sale to be held at Newbury Town Hall*

ID#22-156 • We have been retained by the Town of Newbury, NH to sell at PUBLIC AUCTION this town-owned property that was acquired via tax collector's deed. • Camp style home located on a 1.03± acre island lot located on Lake Sunapee • Lot has westerly exposure, commanding lake and mountain views • Home offers 834± SF GLA, 5 RMS, 2 BRS, and 2 BA. Features include screened in porch, dock, boathouse (in need of repair) and wood heat. Served by shared septic. Tax Map 5, Lot 27-88. Assessed Value: \$792,900. 2021 Taxes: \$9,023.



10% BUYER'S PREMIUM DUE AT CLOSING

PREVIEW: Contact Auctioneer for details. **TERMS:** \$25,000 deposit by cash, certified check, cashier's or treasurer's check, or other form of payment acceptable to Town of Newbury at time of sale. An additional deposit together with original deposit to equal 10% of the bid price due within 5 business days, closing within 30 days. Conveyance by Deed, without covenants, sale is subject to town confirmation. The Town of Newbury reserves the right to reject any and all bids. The property will be sold "AS IS, WHERE IS" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

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.

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

AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this _____ day of _____, 2022, by and between the Town of Newbury, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 937 Route 103, Newbury, NH 03255 (hereinafter referred to as the “SELLER”), and the BUYER _____ having an address of _____.

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land with the improvements thereon, located in Newbury, New Hampshire, known as:

Map: ____ Lot: ____ Address: _____

PRICE: The SELLING PRICE is \$_____.

The **BUYER’S DEPOSIT**, receipt of which is hereby acknowledged, in the sum of **\$25,000** by cash or certified check, cashier’s or treasurer’s check.

An **ADDITIONAL DEPOSIT**, by cash or certified check, cashier’s or treasurer’s check, together with original deposit to equal 10% of the bid price due within 5 business days, closing within 30 days \$_____.

The **BALANCE OF THE SELLING PRICE** shall be payable at closing and tendered in cash or certified check in the amount of \$_____.

BUYER’S PREMIUM DUE: The SELLING PRICE does not include the BUYER’S PREMIUM of ten percent (10%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$_____ at 10 % equals BUYERS PREMIUM \$_____.

Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the Town’s obligation to convey title. This BUYER’S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

DEED: The SELLER agrees to furnish, at its own expense, a duly executed DEED, without covenants, to the property.

POSSESSION AND TITLE: The property is sold in its 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 property, 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 Town's acquisition of the property.

TRANSFER OF TITLE: Shall be given on or before thirty (30) days after the date of this AGREEMENT. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be as designated by the SELLER and shall occur at 937 Route 103, Newbury, NH 03255. Time is of the essence.

TITLE: If the BUYER desired an examination of the title, BUYER shall pay the cost thereof, BUYER acknowledges that TITLE shall be transferred by DEED without covenants. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close SELLER reserves this unqualified right to sell the property to the next highest qualified bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

ACKNOWLEDGES AND AGREES: That the sale of the property as provided for herein is made on an "AS IS" condition and basis with faults, latent or patent.

PRIOR STATEMENTS: All representations, statements, and agreements heretofore made between the parties hereto are merged in the AGREEMENT, which along fully and completely expressed the respective obligations, and the AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

STATUTORY DISCLOSURE: In compliance with the requirements of RSA 477:4-a, the following notification is provided to the Buyer(s):

Radon Gas: Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through the water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

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.

The Seller has no information concerning the water supply system, the sewage disposal system or the type and location of insulation. (RSA 477:4-d)

The Seller has no knowledge or information concerning whether methamphetamine production has occurred on the property. Information regarding methamphetamine production is available upon request from the Department of Environmental Services. The Seller has no knowledge whether the property may be subject to a public utility tariff pursuant to RSA 374:61.

ADDITIONAL PROVISIONS:

WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

TOWN OF NEWBURY

By: _____

Its: _____

Duly authorized

Date: _____

Witness: _____

BUYER

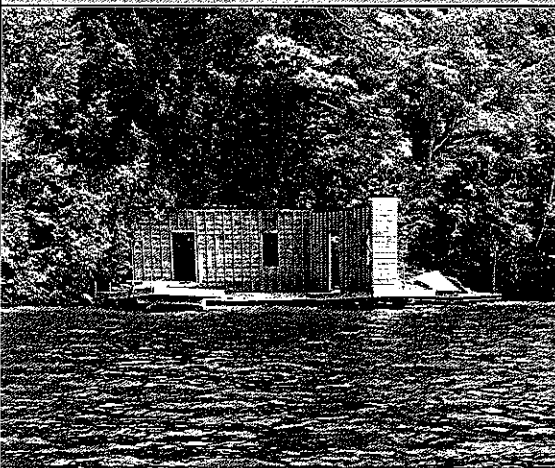
By: _____


Its: _____

Duly authorized

Date: _____

Witness: _____

OWNER INFORMATION			SALES HISTORY					PICTURE						
TOWN OF NEWBURY P O BOX 296 NEWBURY, NH 03255			Date	Book	Page	Type	Price	Grantor						
			08/30/2021	3755	2907	U I 35		WHITCOMB TRUST, JAMES						
LISTING HISTORY			NOTES											
09/09/21	TFAC	TAX DEED	SHARES SEPTIC WITH OTHER LOTS ON ISLAND NO WELL,PUMPS WATER FROM LAKE 4/16- PER OWNER E-MAIL DOCK AND 3 WALLS UP , CHK 2017 FOR FINISH-6/16 REVIEW 4/17-NO CHANGE.4/17-ONLY 3 WALLS UP CONTRACTOR ISSUES;4/21 NO CHANGE PER OWNER BP EXPIRED											
07/28/21	KMFR	IN FIELD REVIEW												
04/01/21	KMBP	BUILDING PERMIT												
04/17/17	KMBP	BUILDING PERMIT / SPOKE												
08/31/16	NKFR	IN FIELD REVIEW												
06/30/16	KMBP	BUILDING PERMIT												
04/27/16	KMBP	BUILDING PERMIT												
08/12/13	KMFR	IN FIELD REVIEW												
EXTRA FEATURES VALUATION									MUNICIPAL SOFTWARE BY AVITAR					
Feature Type	Units	Lngh x Width	Size Adj	Rate	Cond	Market Value	Notes	TOWN OF NEWBURY, NEW HAMPSHIRE						
BOATHSE UNFIN	624		100	100.00	10	6,240		TOWN OF NEWBURYNH.ORG/ASSESSING DEPARTMENT						
DOCKS-RES TYPE	428		100	100.00	75	32,100		PARCEL TOTAL TAXABLE VALUE						
BTHSE DOUBLE LITRL	1		100	125,000.00	100	125,000	BT2	Year Building Features Land						
163,300							2020 \$ 36,000 \$ 31,900 \$ 542,400							
							Parcel Total: \$ 610,300							
							2021 \$ 50,800 \$ 163,300 \$ 578,800							
							Parcel Total: \$ 792,900							
							2022 \$ 50,800 \$ 163,300 \$ 578,800							
							Parcel Total: \$ 792,900							
LAND VALUATION									LAST REVALUATION: 2021					
Zone: RESIDENTIAL Minimum Acreage: 2.00 Minimum Frontage: 200									Site: LAKEWATER Driveway: Road: ISLAND					
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
IF RES WTRFRNT	1.030 ac	78,120	9		85	100	100	100 -- TYPICL	100	66,400	0	N	66,400	WF
GREAT ISLAND	295.000 wf	BT ACC, TYP						100 -- TYP	90	512,400	0		512,400	redev
1.030 ac									578,800				578,800	
Utilities: SEPTIC														

PICTURE	OWNER	TAXABLE DISTRICTS	BUILDING DETAILS
	TOWN OF NEWBURY	District Percentage	Model: 1 STORY FRAME CAMP
	P O BOX 296		Roof: GABLE OR HIP/ASPHALT
	NEWBURY, NH 03255		Ext: CLAP BOARD
PERMITS			Int: WALL BOARD
Date Permit ID Permit Type Notes			Floor: PINE/SOFT WD
12/15/14 2014-02933 OTHER 2011 OTHER WETLAND &			Heat: WOOD/COAL/NONE
			Bedrooms: 3 Baths: 1.0 Fixtures:
			Extra Kitchens: Fireplaces: 1
			A/C: No Generators:
			Quality: 03 AVERAGE 03
			Com. Wall:
			Size Adj: 1.1849 Base Rate: RCA 75.00
			Bldg. Rate: 1.0190
			Sq. Foot Cost: \$ 76.43
BUILDING SUB AREA DETAILS			
ID Description Area Adj. Effect.			
BAS FIRST FLOOR 834 1.00 834			
CRL CRAWL SPACE 994 0.05 50			
FEP PORCH, 144 0.70 101			
FSP PORCH, SCREEN, 88 0.25 22			
GLA: 834 2,060 1,007			
2021 BASE YEAR BUILDING VALUATION			
Market Cost New: \$ 76,965			
Year Built: 1940			
Condition For Age: FAIR 34 %			
Physical:			
Functional:			
Economic:			
Temporary:			
Total Depreciation: 34 %			
Building Value: \$ 50,800			

