PUBLIC AUCTION

(3) TOWN OWNED PROPERTIES IN WINCHESTER, NH

SINGLE FAMILY HOME COMMERCIAL GARAGE · VACANT LOT Saturday, August 20, 2022 at 10:00 AM

Registration from 9:00 AM

ID#22-178 · We have been retained by the Town of Winchester, NH to sell at PUBLIC AUCTION these (3) town-owned properties. These properties have a total assessed value of \$285,700 and appeal to first time homebuyers, investors, builders, or abutters.



Sale to be held at: Winchester Town Hall, 1 Richmond Road, Winchester, NH

SALE # 1:

168 Gunn Mountain Road (Tax Map 4, Lot 27)



1 $\frac{3}{4}$ story log style home located on a 4 \pm acre lot \cdot 2003 built home features 1,960 \pm SF GLA, 7 RMS, 3 BR, 2 BA, open porch, patio, detached shed and FHW/Oil heat. Served by private well & septic \cdot Assessed Value: \$154,800. 2021 Taxes: \$4,921. **Deposit \$5,000.**

SALE # 2: 5 Broad Brook Road (Tax Map 17, Lot 19)



Central Business zoned garage located on a 0.05 ± acre lot · 1984 built building offers 1,826 ± SF GLA, ½ BA, three overhead doors, off street parking and FHA/Oil heat. · Served by town water & sewer · Assessed Value: \$77,600. 2021 Taxes: \$2,467. **Deposit \$5,000.**

SALE # 3: 356 Bolton Road (Tax Map 4, Lot 30) Vacant 9.2 ± acre mountain top lot located close to the Vermont & Massachusetts state lines. Lot contains an abandoned mobile home and is partially wooded & rolling in topography · Assessed Value: \$53,300. 2021 Taxes: \$1,694. Deposit \$5,000.

10% BUYER'S PREMIUM DUE AT CLOSING

Previews: Properties are marked - a drive-by is recommended.

Terms: Deposits by cash, certified check/bank check or other tender acceptable to the Town of Winchester at time of sale, balance of purchase due within 45 days from the sale date. Conveyance by Deed, without covenants. Sales are subject to Town of Winchester confirmation. The Town of Winchester 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







AGREEMENT AND DEPOSIT RECEIPT

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land with the improvements thereon, located in Winchester, New Hampshire, known as: Map: Lot: Location:	THIS AGREEMENT made this day of, 2022, by and between the Town of
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 Winchester, New Hampshire, known as: Map: Lot: Location:	Winchester, a municipal corporation organized under the laws of the State of New Hampshire, having a
WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land with the improvements thereon, located in Winchester, New Hampshire, known as: Map: Lot: Location:	principal place of business at 1 Richmond Road, Winchester, New Hampshire 03470, (hereinafter referred to as
the improvements thereon, located in Winchester, New Hampshire, known as: Map: Lot: Location:	the "SELLER"), and the BUYER having an address of
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.	the improvements thereon, located in Winchester, New Hampshire, known as: Map: Lot: Location: PRICE: The SELLING PRICE is \$
percent (10 %) of the SELLING PRICE, due to the Auctioneer at closing.	
45. St. of 125 125.	percent (10 %) of the SELLING PRICE, due to the Auctioneer at closing.

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 his/her own expense, a duly executed DEED, without covenants, of the property.

POSSESSION AND TITLE: The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or 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 or 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 forty five (45) 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 Winchester Town Hall, 1 Richmond Road, Winchester, NH 03470. Time is of the essence.

TOWN OF WINCHESTER, NH AGREEMENT AND DEPOSIT RECEIPT (Cont'd)

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. 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 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.

ADDITIONAL PROVISIONS:	
	entioned parties on the dates as noted below.
TOWN OF WINCHESTER	BUYER
By:	By:
Its: Town Clerk/Tax Collector	Its:
Duly authorized	Duly authorized
Date:	Date:
Witness:	Witness:

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