OUBLIC AUCTION (3) Town Owned Properties in New Ipswich, NH HOMESITES W/ STRUCTURES & 5.8± VACANT LOT RESCHEDULED TO: SATURDAY, JANUARY 14, 2023 AT 10:00 AM

Registration begins at 9:00 AM

Sale to be held at: New Ipswich Town Offices, 661 Turnpike Road, New Ipswich, NH ID#22-222 · We have been retained by the Town of New Ipswich to sell at PUBLIC AUCTION these (3) town-owned properties. These properties appeal to investors, builders, or abutters.

SALE # 1: Highbridge Road (Tax Map 15B, Lot 12)



Vacant 5.8± acre lot located across the street from the Souhegan River along Rt. 123 on the Greenville town line \cdot Lot slopes up from road, heavily wooded and appears to be dry \cdot Assessed Value: \$42,600. 2021 Taxes: \$947.

SALE # 2: 11 Temple Road (Tax Map 11, Lot 118)



 $1\frac{3}{4}$ story cape style home located on a 0.28± acre lot \cdot 1850 built home was in the process of being remodeled and is currently a shell \cdot Well & septic will be required \cdot Assessed Value: \$70,100. 2021 Taxes: \$1,558.



SALE # 3: 283 Greenville Road (Tax Map 15B, Lot 7) Burned out home that was severely damaged by fire in 2019 (home must be torn down and asbestos must be remediated per the town) on 4.3± acre lot located near the Greenville town line • Lot is overgrown, level by road then slopes down dramatically to the rear, multiple abandoned vehicles on lot • Home had 4 BRS, 2BA & 1,472 ± SF GLA, served by well & septic (condition unknown) • Assessed Value: \$75,000. 2021 Taxes: \$1,667. *AUCTIONEERS NOTE: The Town of New Ipswich has obtained an estimate to tear down the home and remove the asbestos from the site, contact auctioneer for details.*

10% BUYER'S PREMIUM DUE AT CLOSING

PREVIEW: Lots are marked and a drive-by is recommended.

TERMS: \$5,000.00 deposit per property by cash, certified check/bank check or other tender acceptable to the Town of New Ipswich 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 New Ipswich 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







45 Exeter Road, Epping, NH 03042, NH Lic. #2279 603-734-4348 • www.jsjauctions.com

AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this 14th day of January, 2023, by and between the Town of New Ipswich, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 661 Turnpike Road, New Ipswich, New Hampshire 03071, (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 New Ipswich, New Hampshire, known as:

Map: Lot: Location:

PRICE: The SELLING PRICE is \$ _____.

The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$______.

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 ____% 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 SELLER'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 Quitclaim Deed, to 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, 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. Further, the SELLER does not in any way warranty or guarantee the availability of any municipal land permits, including building permits, zoning approvals or any other similar permits. It shall be the responsibility of the BUYER to apply for any required permits to the appropriate departments of the Town of New Ipswich.

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 New Ipswich Town Office, 661 Turnpike Road, New Ipswich, New Hampshire 03071. Time is of the essence.

TOWN OF NEW IPSWICH, 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 QUITCLAIM DEED. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

TAXES, UTILITIES: BUYER shall be responsible for any and all taxes and utilities assessed or incurred as of the date of closing, including but not limited to a prorated portion of the taxes for the 2021 tax year which would have been assessed but for the town's ownership.

RECORDING FEES AND TRANSFER TAX: BUYER shall be responsible for all recording fees and transfer taxes, which may be assessed with respect to this conveyance, and shall provide all necessary forms to the SELLER, and shall cause same to be filed as required by law. All fees and filings shall be completed within fifteen (15) days of closing.

RISK OF LOSS: Risk of loss from any cause shall be upon the SELLER until the transfer of the property covered hereby.

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.

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.

RSA 477:4-A NOTICE:

<u>Radon Gas</u>: 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 water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

<u>Lead Paint</u>: 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.

PRIOR STATEMENTS: Only this AGREEMENT fully and completely expresses the respective obligations of the parties, 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. This AGREEMENT shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

MISCELLANEOUS: This instrument, which may be executed in duplicate, is to be construed as a New Hampshire contract. Any dispute under this AGREEMENT shall be resolved within the venue of the Hillsborough County Superior Court in the State of New Hampshire. This AGREEMENT shall be cancelled, modified or amended only by a written instrument signed by both the SELLER and the

BUYER. This AGREEMENT shall be binding upon and inures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors, agents and assigns.

ADDITIONAL PROVISIONS:

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

TOWN OF NEW IPSWICH	BUYER
Ву:	Ву:
lts: Duly authorized	Its: Duly authorized
Date:	Date:
Witness:	Witness:

Prepared by: Barton L. Mayer, Esq. Upton & Hatfield, LLP 10 Centre St., P. O. Box 1090 Concord, NH 03302-1090

NOTICE OF REVERTER

The **TOWN OF NEW IPSWICH**, a municipal corporation, acting by and through its Board of Selectmen, having a mailing address of 661 Turnpike Road, New Ipswich, NH 03071, records this **NOTICE OF REVERTER** with respect to a certain property located at 11 Temple Road, in the Town of New Ipswich, County of Hillsborough, more particularly described as follows:

> A certain tract or parcel of land assessed by the Assessors in 2007 to Kelly F. Foringer and Kimberley Foringer, located in the Town of New Ipswich at 11 Temple Road, identified in the Town of New Ipswich Tax Records as Map 11, Lot 118, including .2 acres, together with any buildings located thereon.

This **NOTICE OF REVERTER** gives notice that the conditions of sale associated with the above-referenced property were not completed by December 18, 2018, as required by the deed from the Town of New Ipswich to Kered Management, LLC, recorded in the Hillsborough County Registry of Deeds at Book 9049, Page 0266, and that all of the rights, title and interest in said property vests in the Town of New Ipswich.

WHEREFORE, the Town of New Ipswich has executed this Notice of Reverter this $9\frac{4}{2}$ day of June, 2020, by signature of its Board of Selectmen, duly authorized.

TOWN OF NEW IPSWICH Board of Selectmen David S. I Chai John/Veeser Shawn Talbot

THE STATE OF NEW HAMPSHIRE HILLSBOROUGH, SS

Personally appeared the above-named David S. Lage, John Veeser and Shawn Talbot, Selectmen of the Town of New Ipswich, duly authorized to execute the foregoing instrument on behalf of the Town, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Before me,

Justice of the Peace/Notary Public My Commission Expires:

DEBORAH A. DEATON Notary Public - New Hampshire My Commission Expires March 7, 2023

Seal:

THIS CONVEYANCE IS EXEMPT FROM THE REAL ESTATE TRANSFER TAX PURSUANT TO RSA 78-B:2, I.

Map: 000011	Lot: 000118	Sub:	00000)0	(Card:	1 of 1			11 TH	EMPLE RO	OAD		N	NEW IPS	WICH	,é	Printed:	11/02/2022	
OWNE	R INFORMATION							SAL	ES HISTO	ORY						I	PICTUR	RE		
TOWN OF NEW IPS	WICH		Date		Book	Page			Pr	rice Gran				-						
				5/2020	9307	704			_		ED MANAG									
661 TURNPIKE ROAD				9/2018	9049	0266					N OF NEW									
001 TOKINI KE KOAD				3/2010)/1998	8266	242					NGER, KEL	LLYF&	z KI							
)/1998 9/1997	5935 5884	558 23	Q U I			900 GLAV										
NEW IPSWICH, NH 030			12/19	9/1997	3864	23	01				A, LAURA									
	TING HISTORY								NOTES											
05/13/21 DMPU											ESS TO AT		PDS							
03/08/21 NTPU 03/25/19 NTPU				·			· ·		·	,	GAR VERY									
	APPT LETTER										TAX SALE									
12/16/18 DMSR									OR FIRE		SHIP REVE	EKTED								
05/11/16 NTRM			BACI	K IU IV	J WIN 0/.	13/20.	2021FC	ADJ F	OK FIKE	FU2022										
11/16/07 MAIL	APPT LETTER																			
10/15/07 BNCM																				
			TVTD	TEAT	URES V	7 . T TT									MUNU	CIDAL SO	OFTWA	RE BY AV		
T (T																				
Feature Type		Units Lng	gth x W	/idth	Size Ac	dj	Rate	Con	id Mai	rket Valu	e Notes			-	NEW.	IPSW	ICH .	ASSES	SING	
					-						_					0	FFIC	CE		
															PARC	CEL TOT	AL TA	AL TAXABLE VALUE		
														Year]	Building	ŀ	Features	Land	
														2020	\$	575,600		\$ 0	\$ 52,500	
																		Parcel Tot	al: \$ 128,100	
														2021	\$	5 17,600		\$ 0	\$ 52,500	
																		Parcel To	otal: \$ 70,100	
														2022	\$	5 17,600		\$ 0	\$ 52,500	
																		Parcel To	tal: \$ 70,100	
LAND VALUATION									L	AST REV	VALUA	TION: 2019)							
Zone: VD2 VILLAGE	II Minimum Acreage:	1.00 Min	nimum	Frontag	ge: 200								Site:		Driv	veway:		Road	:	
Land Type	Units	Base Rat	te N	C Ad	dj S	ite	Road	DWay	Topogra	aphy	Cond	d Ad	Valorem	SPI R	Tax Val	ue Notes	s			
EXEMPT-MUNIC	0.280 ac	52	,480 E	E 10	00 1	00	100	100			100		52,500	0 N	52,5	00				
	0.280 ac												52,500		52,5	00				

Map: 000011	Lot: 000118	Sub: 000000	Card: 1 of 1	1 11 TEMPLE ROAD			/ICH I	Printed:	11/	02/2022
	PICTURE		OWNER	TAXABLE	DISTRICTS		BUILDING DET	AILS		
		661 TURNPIKE NEW IPSWICH		District IS	Percentage	Roof: GAB Ext: ASB Int: PLA Floor: PINI	STORY FRAME (ELE HIP/ASPHAL EST SHNGL STERED E/SOFT WD FA DUCTED Baths: 1.0	Т	xtures:	
	The second		mit ID Permit Type	Notes			tra Kitchens:		places:	
		11/03/21 2021	1421 ALTERATION	REHAB INTEI	RIOR, WALLS, FL	Quality: A0 A Com. Wall:		Gene	erators:	
A Designation of the local division of the	a line internet	NY SILL				Size Adj: 1.08		ase Rate:	EX	L 84.00
and the state of the state of the state of								ldg. Rate:		0.9580
B	the second second					DIT	Sq. F DING SUB AREA	Foot Cost:	c	\$ 80.47
			14			ID Descrip			Adj.	Effect. 1176
						BMU BSMNT			0.15	176
		_	OPF _			TQF 3/4 STRY			0.75	756
		ō	OPF 1			OPF OPEN PO			0.25	78
	12 ¹² ■ FFF ⁻ ■ ¹		14 38 TQF FFF BMU	28		GLA: 1,932		3,672		2,186
						2019 BASE	E YEAR BUILDIN	G VALUA	ATION	
						Market Cos			\$ 1 ′	75,907
						Condition F Pl	nysical: ctional:			1850 65 %
			36				onomic: CT			5 %
			8				porary: FIRE	2021		20 %
			4 PPO 4 8			Total Depre Building			¢	90 % 17,600
						Bundling	, and.		φ.	17,000

