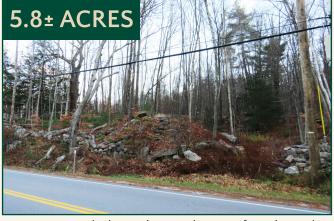
# OUBLIC AUCTION (3) Town Owned Properties in New Ipswich, NH HOMESITES W/ STRUCTURES & 5.8± VACANT LOT RESCHEDULED TO: SATURDAY, JANUARY 14, 2023 AT 10:00 AM

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.

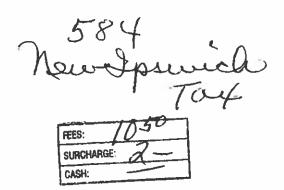
**MISCELLANEOUS:** This instrument, which may be executed in duplicate, is to be construed as a New Hampshire contract. Any dispute under this AGREEMENT shall be resolved within the venue of the Hillsborough County Superior Court in the State of New Hampshire. This AGREEMENT shall be cancelled, modified 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:



 Doc # 9048653
 10/24/2019 01:02:53 PM

 Book 9224 Page 704
 Page 1 of 1

 Edward Sapienza

**Register of Deeds, Hillsborough County** 

# TAX COLLECTOR'S DEED KNOWN ALL MEN BY THESE PRESENTS

That I, Jessica Olson, Tax Collector for the Town of New Ipswich, in the County of Hillsborough and the State of New Hampshire, for the year 2019 by the authority in me vested by the laws of the State, and for consideration received by the Town of New Ipswich, located at 661 Turnpike Road, New Ipswich, NH 03071, do hereby sell and convey to the Town of New Ipswich, a certain tract or parcel of land situated in the Town of New Ipswich, New Hampshire aforesaid, taxed by the Selectmen/Assessors in 2016 to:

#### GRIFFIN, LESLIE and described in the invoice books as: Map: 00015B Lot: 000007 Sublot: 000000 Located At 283 GREENVILLE ROAD Consisting of 7.000 Acres of Land, Including Any Buildings Thereon.

The deed is the result of the tax lien execution held at the Tax Collector's Office in the above stated Town of New Ipswich, in the State of New Hampshire on May 17, 2017, to have and to hold said Premises, with the appurtenances, to said Town of New Ipswich's successors/heirs and assigns forever. And I hereby covenant with said Town of New Ipswich, that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal, the <u>22</u> nd day of <u>October</u> in the year of our Lord <u>2.019</u>

Jessica Olson Tax Collector, Town of New Ipswich

State of New Hampshire County of Hillsborough

On this <u>22</u> day of <u>OCTOBER</u> 20 <u>19</u> personally appeared Jessica Olson, Tax Collector who swore that the foregoing is true to the best of her knowledge and belief and acknowledged the foregoing instrument to be her free act and deed.

Notary Public/Just My Commission copile DEBORAH A."DEATON ay Rublio- New Hampshire Commission Expires March 7, 2023

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661 TURNPIKE ROAD			/25/2011	8361		I 51		HELDER, ALF	FRED S.						
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NEW IPSWICH, NH 03071															
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04/22/19 NTPU							17=INT INSP. DV								
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