

PUBLIC AUCTION

4 BEDROOM HOME ON 4.08± ACRES
Thursday, October 12, 2023 AT 2:00 PM



19 Farley Road, Hollis, NH

~ Sale to be held on site ~

ID#22-204 · We have been retained by the Town of Hollis, NH to sell at PUBLIC AUCTION this town-owned property that was acquired via tax collector's deed. · 1.75 story contemporary style home located on a 4.08± acre lot located near the Nashua Airport · Home offers 4,061± SF GLA, 8 RMS, 4 BRS, and 3 BA. Features include indoor pool, central A/C, attached 2-car garage, fireplace, multiple patios, and Radiant Heat. Served by private well and septic. Tax Map 38, Lot 43. Assessed Value: \$581,400. 2022 Taxes: \$13,123.



10% BUYERS PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

TERMS: \$15,000 non-refundable deposit by cash, certified, cashier's or treasurer's check, or other form of payment acceptable to Town of Hollis at time of sale, closing within 30 days from sale. Conveyance by Quitclaim Deed, sale is subject to town confirmation. The Town of Hollis 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. **PREVIEW:** By appointment with auctioneer and one hour prior to the sale.

All information herein is believed but not warranted to be correct. The Town of Hollis does not warrant the condition or existence of any feature described above.

FOR MORE INFORMATION, PLEASE VISIT WWW.JSJAUCTIONS.COM.



JSJ Auctions
SINCE 1982



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

- Upon execution of this agreement by all parties, **Buyer** shall make a **non-refundable** deposit in the amount of _____, which **non-refundable** deposit shall be held by the **Seller**. Upon the occurrence of the closing, the **non-refundable** deposit shall be applied to the purchase price.
- The **Buyer** shall pay the balance of the full sales price, plus the **Buyer's** PREMIUM, which is ten percent (10%) of the sales price and due to the auctioneer at closing, totaling _____ at the time of closing and transfer of title in the form of cash or certified check or bank check.
(Sales price \$ _____ at 10% equals Buyer's PREMIUM \$ _____).

SECTION 4
DEED/TITLE

The Property is to be conveyed by a QUITCLAIM DEED, running to the **Buyer** and said deed shall convey only the following:

- a. They have been given appropriate authority to dispose of tax deeded property pursuant to NH RSA 80:42 by a vote of the Town meeting; and,
- b. The Town acquired its interest in and to the premises by deed of the Collector of Taxes dated **April 24, 2019**, and recorded in the Hillsborough County Registry of Deeds at s at **Volume 9162, Page 583**.
- c. Other than the foregoing, no warranties of any kind, including warranties of title will be made by the Selectmen.
- d. The property will be sold '**Where Is and As Is.**'

SECTION 5
TRANSFER OF TITLE

Closing shall be held on a date selected by **Buyer** within thirty (30) days of the date of the execution of this agreement by all parties. In no event shall closing be held later than _____, _____, unless extended by mutual agreement in writing. Closing shall be held at Hollis Town Offices or at the location of the **Seller's** title agent.

Possession of the **Property** shall be delivered at closing, free of all tenants, occupants or persons in possession and in compliance with the terms of this agreement.

SECTION 6
TAXES

It is acknowledged that since the **Seller** is a municipality, there are NO taxes with respect to the **Property** for the current year to be prorated up to and including the closing date with the exception of any taxes associated with the current lease of the premises. The **Property**, however, after said closing date shall be subject to such assessment that would be applicable given any use or conditions of the property after the closing date.

SECTION 7
CLOSING COSTS, OUTSTANDING CHARGES AND RECORDING CHARGES

The parties acknowledge that it is their respective understanding that there should be no New Hampshire Documentary Transfer Tax due from the **Seller** required with respect to the **Seller's** portion of this transaction for reason of the fact that Seller is a municipality. However, it is understood that the **Buyer** will be responsible for its share of said Transfer Tax by virtue of the applicable Rule at **Rev 802.03, (a)**. In addition the **Buyer** agrees to pay for the recording costs for the deed incurred by the Hillsborough County Registry of Deeds at the time of closing.

SECTION 8
FINDER'S FEES OR BROKERAGE COMMISSIONS

Both parties acknowledge that there is no broker which brought about this transaction on behalf of either party involved in this transaction and that no real estate broker, sales agent or other real estate professional is due a commission or fee in connection with this transaction. Each party shall be solely responsible for payment of any such commission or fee owed to any such real estate professional as a consequence of that party's association or involvement with such real estate professional.

SECTION 9
DEFAULT, TERMINATION AND EFFECT

In the event the **Buyer** shall be in default by reason of the failure or refusal to comply with the terms of this Agreement, the amount of the **non-refundable** deposit shall become the property of the **Seller** as reasonable liquidated damages in lieu of all other remedies of the **Seller**. If the **Seller** shall default in its obligations under this Agreement then the Buyer may seek any remedy available at law or equity, including the remedy of specific performance.

SECTION 10
EXTENSIONS

Notwithstanding any language in this Agreement to the contrary, the parties may extend any time limit indicated in this Agreement by mutual agreement in writing.

SECTION 11
PRIOR STATEMENTS

All representations, statements, and prior agreements previously made between the parties hereto are merged into this Agreement which alone fully and completely expresses the respective obligations and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statement or representation not embodied in this Agreement made by the other or on his or its behalf.

SECTION 12
BINDING ON SUCCESSORS

This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties. This Agreement shall not be assigned by the **Buyer** without the express written consent of the **Seller**.

SECTION 13
NOTICE

All notices required or permitted by this Agreement shall be in writing and shall be sent to the addresses listed above in the preamble to this agreement.

SECTION 14
CONDITION OF THE PROPERTY

It is understood that the property is being sold '**As Is**' and that the **Buyer** acknowledges that there is no contingencies relating to the condition of the Property.

The closing must take place within the next 30 days from the date of the execution of this agreement by all parties unless extended by the mutual written agreement of the parties.

As Is Condition. Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Premises, including, but not limited to, any warranties or representations as to size, topography, developability, habitability, merchantability or fitness for a particular purpose or as to the physical, structural or environmental condition of the Premises or its compliance with any laws.

Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Premises "**AS IS, WHERE IS, WITH ALL FAULTS**". Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining or relating to the Premises made or furnished by Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Buyer also acknowledges that the Purchase Price reflects and takes into account that the Premises is being sold "As Is".

SECTION 15

NEW HAMPSHIRE LAW

This Agreement is to be construed as a New Hampshire contract and is to take effect immediately upon the execution by all parties.

SECTION 16
TIME IS OF THE ESSENCE

Time is of the essence of all dates and time periods of this Agreement. Nevertheless, it is agreed that any deadline or performance date in this Agreement may be extended by mutual written agreement of the parties.

SECTION 18
ADDITIONAL PROVISIONS

- A. **Binding Effect** - This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors, and assigns.
- B. **Severability** - If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- C. **Independent Counsel and Lack of Coercion** - The parties both acknowledge and agree that each of them has sought and been represented by independent counsel with respect to the negotiations, drafting and execution of this agreement. Both parties acknowledge and agree that they have entered into this agreement of their own free will and without any coercion or undue influence. The parties represent and acknowledge that each party's independent counsel has fully reviewed and explained the legal and practical effect of this agreement, and having the knowledge of such advice and with an understanding of the force and effect of this agreement, each party signs this agreement voluntarily, of his, her or its own free will, and without any undue influence, fraud, coercion or duress of any kind whatsoever exercised upon either of them by the other party or any person.
- D. **Condition of the Property and Warranties** - The parties acknowledge that the *Seller* makes no warranties as to the condition of the Property or any buildings thereon, nor does it warrant that the Property is fit for use for any purpose. The Property is being sold '*As Is*', in the condition that exists at the time of the closing. *Buyer* acknowledges that it has made an inspection of the Property and is satisfied to purchase the Property with this understanding.

E. **STATUTORILY REQUIRED NOTIFICATIONS AND DISCLOSURES**

1. **Radon Gas, Arsenic and Lead Paint Notification - (RSA 477:4-a).**

Radon Gas: 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) to ensure a safe water supply if the subject property is served by a private well.'

'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.'

2. Notification Required; Subsurface Disposal Systems - (RSA 477:4-b)

Any person seeking to obtain approval for a subsurface sewage disposal system shall meet the requirements set forth in RSA 485-A:29 and 30.

3. Water Supply, Sewage Disposal and Other Disclosures (RSA 477:4-c.d).

RSA 477:4-c:

(i) Water Supply System:

- (a) Type: n/a
- (b) Location: n/a
- (c) Malfunctions: n/a
- (d) Date of Installation: n/a
- (e) Date of Most recent Water Test: n/a
- (f) Problems Experienced by SELLER: n/a

(ii) Sewage Disposal System:

- (a) Size of Tank: n/a
- (b) Type: n/a
- (c) Location: n/a
- (d) Malfunctions: n/a
- (e) Age: n/a
- (f) Date Most Recently Serviced: n/a
- (g) Name of Contractor Who Services System: n/a

(iii) Insulation:

- (a) Type: Unknown
- (b) Location: Unknown

RSA 477:4-d:

RSA 477:4-d. Notification Required.

I. Prior to or during the preparation of an offer for the purchase and sale of any interest in real property to be used or proposed to be used for a one to 4 family dwelling, the seller shall disclose, in writing, the following information to the buyer. The buyer shall acknowledge receipt of the disclosure by signing a copy of the disclosure:

(a) Information relative to the type of private water supply system, its location, malfunctions, date of installation, date of most recent water test and whether or not the seller has experienced a problem such as an unsatisfactory water test or a water test with notations. *Unknown.*

(b) Information relative to the private sewage disposal system including its location, malfunctions, the date it was most recently serviced and the name of the contractor who services the system. *Unknown.*

(c) Information relative to the insulation, including type and location. *Unknown.*

II. The fact that the information requiring disclosure regarding the private water supply system, private sewage disposal system, and insulation is not available shall also be conveyed, in writing, when such is the case. *Unknown..*

4. *Notification Prior to Sale, Transfer, Lease, or Rental of Real Property on Which Methamphetamine Has Been Produced - RSA 477:4-g:*

I. In any purchase and sale agreement, lease agreement, or rental agreement before signing an agreement to sell, transfer, lease, or rent real property for the time period after any conduct prohibited under RSA 318-D has occurred on such property and prior to the determination by the department of environmental services, pursuant to paragraph II, that the property meets remediation cleanup standards:

(a) The seller, transferor, lessor, or owner shall disclose in writing to the buyer, transferee, lessee, or occupant if, to the seller's, transferor's, lessor's or owner's knowledge, methamphetamine production has occurred on the property. *The Seller discloses that it has no knowledge that methamphetamine production has ever occurred on the property.*

(b) If methamphetamine production has occurred on the property, the disclosure shall include a statement to the buyer, transferee, lessee, or occupant informing the buyer, transferee, lessee, or occupant. *Not Applicable, see prior response.*

II. The department of environmental services or any licensed environmental or hazardous substances removal specialist shall be responsible for determining that any property on which methamphetamine production has occurred, meets remediation cleanup standards established pursuant to rules adopted by the department under RSA 541-A. Prior to the establishment of rules, the determination shall be based on the best scientific methods available. The determination that the property meets remediation cleanup standards shall be public information available upon request from the department.

5. *Notification Prior to Sale, Transfer, Lease, or Rental of Real Property Subject to a Public Utility Tariff Pursuant to RSA 374:61 For the Financing or Amortization of Energy Efficiency or Renewable Energy Improvements - RSA 477:4-h.*

I. Prior to or during the preparation of an offer for the purchase and sale of any interest in real property and in conjunction with an offer to lease or rent real property and before signing an agreement to sell, transfer, lease, or rent real property the seller, transferor, lessor, or owner shall disclose in writing to the buyer, transferee, lessee, or occupant if, to the seller's, transferor's, lessor's or owner's knowledge, any metered public utility services at the premises that the buyer, transferee, lessee, or occupant may be responsible for paying as a condition of such utility service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61. Such disclosure should include, if known, the remaining term and amount of such charges and any estimates or documentation of gross or net energy or fuel savings resulting from such financed or amortized improvements and investments. The buyer shall acknowledge receipt of the disclosure by signing a copy of the disclosure.

There are no metered public utility services at the premises that the buyer, transferee, lessee, or occupant may be responsible for paying as a condition of such utility service is provided under a tariff with

unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61.

II. In the case of a sale or transfer of real property, the fact that information regarding such required disclosure is not available shall also be conveyed, in writing, when such is the case. *Not Applicable see prior response.*

IN WITNESS WHEREOF the parties have set their hands this _____ day of _____, 2023,

Buyer:

By:

Witness:

Seller:

***TOWN OF HOLLIS
BY the Selectboard***

Selectboard:

Witness:

Witness:

Witness:

Witness:

Witness:

Property Location 19 FARLEY RD
 Vision ID 2509

Account # 2858

Map ID 038/043/11

Bldg # 1

Bldg Name
 Sec # 1 of 1

Card # 1 of 1

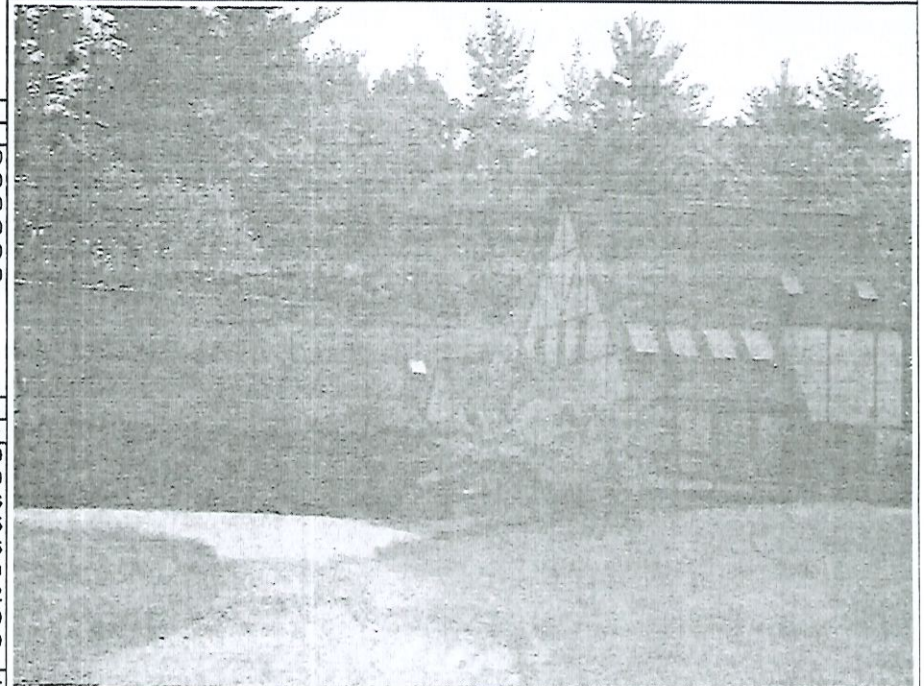
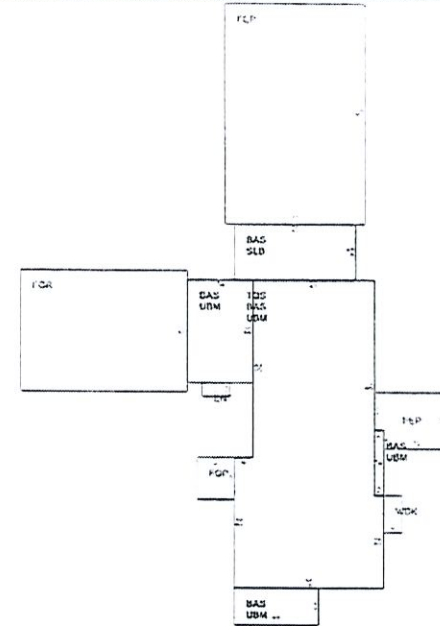
State Use 9900
 Print Date 8/9/2022

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT											
HOLLIS TOWN OF		4 Rolling	5 Well	1 Paved	2 Suburban	Description	Code	Assessed	Assessed	2013							
7 MONUMENT SQ			6 Septic			EXEMPT	9900	376,400	376,400	HOLLIS, NH							
HOLLIS NH 03049		SUPPLEMENTAL DATA				EXM LAND	9900	185,400	185,400	VISION							
		Alt Prcl ID 038-043	Easement			EXEMPT	9900	19,600	19,600								
		S/D NAME MAPLEHURST CONSTR	Easement			Total 581,400 581,400											
		HCRD # 11412	Easement														
		Easement CD 2780/0394	Easement		Lot # 5												
		Easement	Easement		Lot Name												
		Easement	Easement		Assoc Pid#												
		GIS ID 038-043	Easement														
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
HOLLIS TOWN OF FARLEY ROAD REALTY TRUST		9162 0583 6032 0246	04-18-2019 12-01-1998	U	I	0 0	50	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed	
								2021	9900	376,400	2020	9900	376,400	2019	9900	376,400	
									9900	185,400		9900	185,400		9900	185,400	
									9900	19,600		9900	19,600		9900	19,600	
								Total		581,400	Total		581,400	Total		581,400	
EXEMPTIONS				OTHER ASSESSMENTS				APPRAISED VALUE SUMMARY									
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int	This signature acknowledges a visit by a Data Collector or Assessor								
									APPRAISED VALUE SUMMARY								
Total			0.00					Appraised Bldg. Value (Card) 374,400									
ASSESSING NEIGHBORHOOD								Appraised Xf (B) Value (Bldg) 2,000									
Nbhd	Nbhd Name	B	Tracing					Appraised Ob (B) Value (Bldg) 19,600									
0001								Appraised Land Value (Bldg) 185,400									
NOTES								Special Land Value 0									
BRICK & WHITE								Total Appraised Parcel Value 581,400									
FEP=INDOOR POOL								Valuation Method C									
SHARED DRVWY W/038-042								Total Appraised Parcel Value 581,400									
4/2018-AYB CORRECTED TO 1985 CC																	
BUILDING PERMIT RECORD				VISIT / CHANGE HISTORY													
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result			
									01-12-2018	MP			11	FIELD REVIEW			
									07-02-2013	RK			15	Field Review Res			
									06-05-2007	KCO	02		01	Measur+1Visit			
									03-01-2002				03	Letter Sent			
									09-27-2001	WH			01	Measur+1Visit			
									09-27-2001	WH			02	Measur+2Visit			
LAND LINE VALUATION SECTION																	
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value		
1	9900	EX APPRSL MD	RA		43,560 SF	3.55	1.00000	5	1.00		1.000	SHARED DRIVEWAY					
1	9900	EX APPRSL MD	RA		3.080 AC	10,000.00	1.00000	0	1.00		1.000		1.0000	3.55	154,600		
													1.0000	10,000	30,800		
Total Card Land Units					4.08 AC	Parcel Total Land Area					4.08	Total Land Value					185,400

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	07	Modern/Contemp			
Model	01	Residential			
Grade:	06	Good			
Stories:	1.75	1 3/4 Stories			
Occupancy	1				
Exterior Wall 1	19	Brick Veneer			
Exterior Wall 2	17	Stucco/Masonry			
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	05	Drywall/Sheet			
Interior Wall 2					
Interior Flr 1	12	Hardwood			
Interior Flr 2	14	Carpet			
Heat Fuel	05	Solar Assisted			
Heat Type:	08	Radiant			
AC Type:	03	Central			
Total Bedrooms	04	4 Bedrooms			
Total Bthrms:	3				
Total Half Baths	0				
Total Xtra Fixtrs					
Total Rooms:	8	8 Rooms			
Bath Style:	02	Average			
Kitchen Style:	03	Above Avg			
MHP					
			CONDO DATA		
Parcel Id		C	Owne		
			B S		
Adjust Type	Code	Description	Factor%		
Condo Flr					
Condo Unit					
			COST / MARKET VALUATION		
Building Value New		550,545			
Year Built		1985			
Effective Year Built		1986			
Depreciation Code		P			
Remodel Rating					
Year Remodeled					
Depreciation %		32			
Functional Obsol		0			
External Obsol		0			
Trend Factor		1			
Condition					
Condition %					
Percent Good		68			
RCNLD		374,400			
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
PAT1	PATIO-AVG	L	288	6.00	2002		50		0.00	900
PAT1	PATIO-AVG	L	432	6.00	2002		50		0.00	1,300
SPL1	POOL-INGR C	L	648	48.00	2002		50		0.00	15,600
FPL3	2 STORY CHI	B	1	2800.00	1990		72		0.00	2,000
PAT1	PATIO-AVG	L	182	6.00	2002		50		0.00	500
RPV2	PAVED DR -	L	1	2500.00	1980		50		0.00	1,300

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	2,660	2,660	2,660	89.68	238,550
ENT	Entry	0	18	2	9.96	179
FEP	Porch, Enclosed, Finished	0	1,594	1,116	62.79	100,083
FGR	Garage, Framed	0	936	328	31.43	29,415
FOP	Porch, Open, Finished	0	72	14	17.44	1,256
SLB	Slab	0	312	0	0.00	0
TQS	Three Quarter Story	1,401	1,868	1,401	67.26	125,642
UBM	Basement, Unfinished	0	2,348	470	17.95	42,150
WDK	Deck, Wood	0	32	3	8.41	269
Ttl Gross Liv / Lease Area		4,061	9,840	5,994		537,544





**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Nashua Regional Planning Commission makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/16/2018
Data updated 10/25/2018

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.