

# PUBLIC AUCTION

## (3) TOWN OWNED PROPERTIES IN WOODSTOCK, NH

### (2) COMMERCIAL BUILDINGS & VACANT RESIDENTIAL LOT

Saturday, January 21, 2023 at 10:00 AM (Registration from 9:00am)

Sale to be held at Woodstock Town Hall, 165 Lost River Road, Woodstock, NH

ID# 23-102: We have been retained by the Town of Woodstock to sell at PUBLIC AUCTION these (3) town-owned properties. These properties appeal to investors, builders, or abutters.

#### Sale #1: 24 Kancamagus Hwy (Tax Map 107, Lot 12)



Service garage located on a 0.56± acre commercial zoned lot along the Pemigewasset River close to the center of Woodstock · 1975 built garage features 2,400± SF garage area w/ attached 320± SF & 340± SF sheds, 1 BA, two

overhead doors, detached pole barns, metal roof, ample parking, and FHW/Gas Heat · Served by town water and sewer. **AUCTIONEERS NOTE:** The Town of Woodstock reserves the right to use the sand & salt sheds on the property until June 1, 2023. Assessed Value: \$154,140. 2022 Taxes: \$2,832. **Deposit: \$5,000**

**Sale #3: 9 Lilac St (Tax Map 122, Lot 27)** · Vacant 0.2± acre lot located just off Rt. 3 · Lot is lightly wooded and relatively flat, lot slopes dramatically on the backside · Served by town water. Assessed Value: \$34,900. 2022 Taxes: \$641. **Deposit: \$2,500**

#### Sale #2: 17 Lost River Road (Tax Map 106, Lot 102)



Former Town Volunteer Fire Station located just off Rt. 3 near downtown on a commercially zoned 0.08± acre lot · 1900 built two and one half story structure offers 2,800± SF, 2-garage doors, wood clapboard siding, office space on second floor, attached shed and FHA/Oil Heat · Served by town water and sewer · Assessed Value: \$114,400. 2022 Taxes: \$2,103. **Deposit: \$5,000**

### 10% BUYER'S PREMIUM DUE AT CLOSING

**Previews:** Properties are marked - a drive-by is recommended. **Terms:** \$5,000.00 deposit per property for sales 1 & 2; \$2,500 for sale 3 by cash, certified check/bank check or other tender acceptable to the Town of Woodstock at time of sale, balance of purchase due within 30 days from the sale date. Sales are subject to Town confirmation. The Town of Woodstock 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.

#### MORE DETAILS & PHOTOS ARE AVAILABLE ON OUR WEBSITE

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.



**JSJ Auctions**  
SINCE 1982



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**AGREEMENT AND DEPOSIT RECEIPT**

**THIS AGREEMENT** made this 21<sup>st</sup> day of January, 2023, by and between the Town of Woodstock, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 165 Lost River Road, Woodstock, New Hampshire 03262, (hereinafter referred to as the "SELLER"), and the BUYER(S): \_\_\_\_\_ 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 Woodstock, New Hampshire, known as:

**Map:** 107      **Lot:** 012-000-000-00000      **Location:** 24 Kancamagus Highway

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 Woodstock.

**TRANSFER OF TITLE:** Shall occur on June 1, 2023. 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 Woodstock Town Office, 165 Lost River Road, Woodstock, New Hampshire 03262. Time is of the essence.

**TOWN OF WOODSDTOCK, 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 2022-2023 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:**

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 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.

**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:

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

**TOWN OF WOODSTOCK**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Duly authorized

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**BUYER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Duly authorized

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Town of Woodstock**  
EXEMPT PROPERTY ASSESSMENT RECORD


Date Printed: 11/28/2022  
Assessment Year: 2020

Map & Lot: 107-012-000-000-00000

Location: 24 KANCAMAGUS HWY

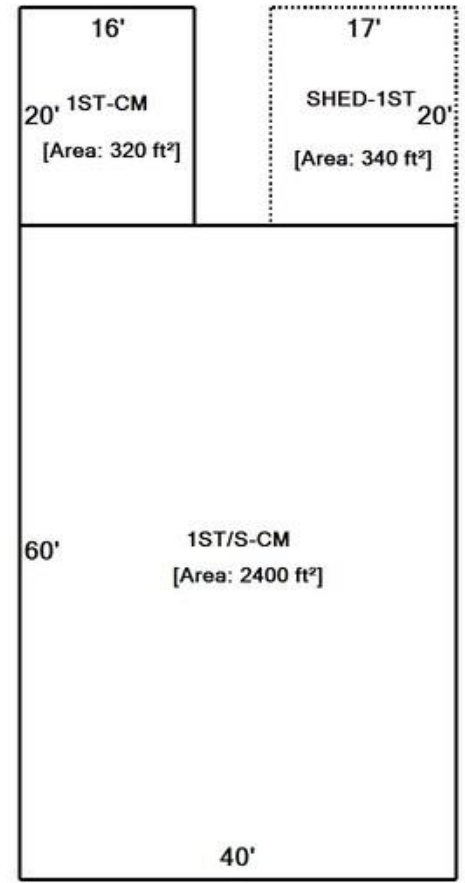
Parcel ID: 1648

Card: 1 of 1

Owner Information					Current Assessment Summary			Parcel Data							
TOWN OF WOODSTOCK  PO BOX 156 N WOODSTOCK, NH 03262					NICU Acres	0.5600		Neighborhood	COMMERCIAL - 1	Electric					
					CU Acres				Property Class	Exempt	Water				
					Total Acres	0.5600		Prime Use		Exempt: Town	Waste				
					Living Area Sq. Ft.	2,720		Zone		P/U Year					
Sale History					Assessed Values			Topography							
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$89,200		Road Surface							
					Current Use			Special District							
					Total Land	\$89,200									
					Improvements	\$64,940									
					<b>Total Assessment</b>	<b>\$154,140</b>									
					Total Market Value	\$154,140									
Notes															
2019 M&L RVW FOR 2020 REVAL - RMVD 17 X 26 POLE BARN & ADJD DIMS OF REMAINING TWO															
GENERAL - TOWN PUBLIC WORKS BUILDING															
2007 M&L FOR 2010 REVAL - ADJ' D WALL HEIGHT															
2010: ACREAGE CHGD PER MAP CO -															
Assessed Land Valuation												Visit History			
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value					Date	Reason	By	
COMM - IMPRVD	0.560			178,480	Location	0.50	\$89,200					11/25/19	Measure - Exterior	JJ	
												1/02/13	Measure & Interior	DJW	
								2/05/07	Measure - Exterior	BF					
								4/14/03	Interior Inspection	DJW					
								Assessment History							
					Date	Land	Curr. Use	Improvements	Total						
					12/07/21	89,200		64,940	154,140						
					12/06/20	89,200		64,940	154,140						
					12/06/19	73,400		61,890	135,290						
					12/31/18	73,400		61,890	135,290						
					10/30/17	73,400		61,890	135,290						
					<b>\$89,200</b>										
Current Use								Building Permits							
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value	Date	Type	Number	Status		

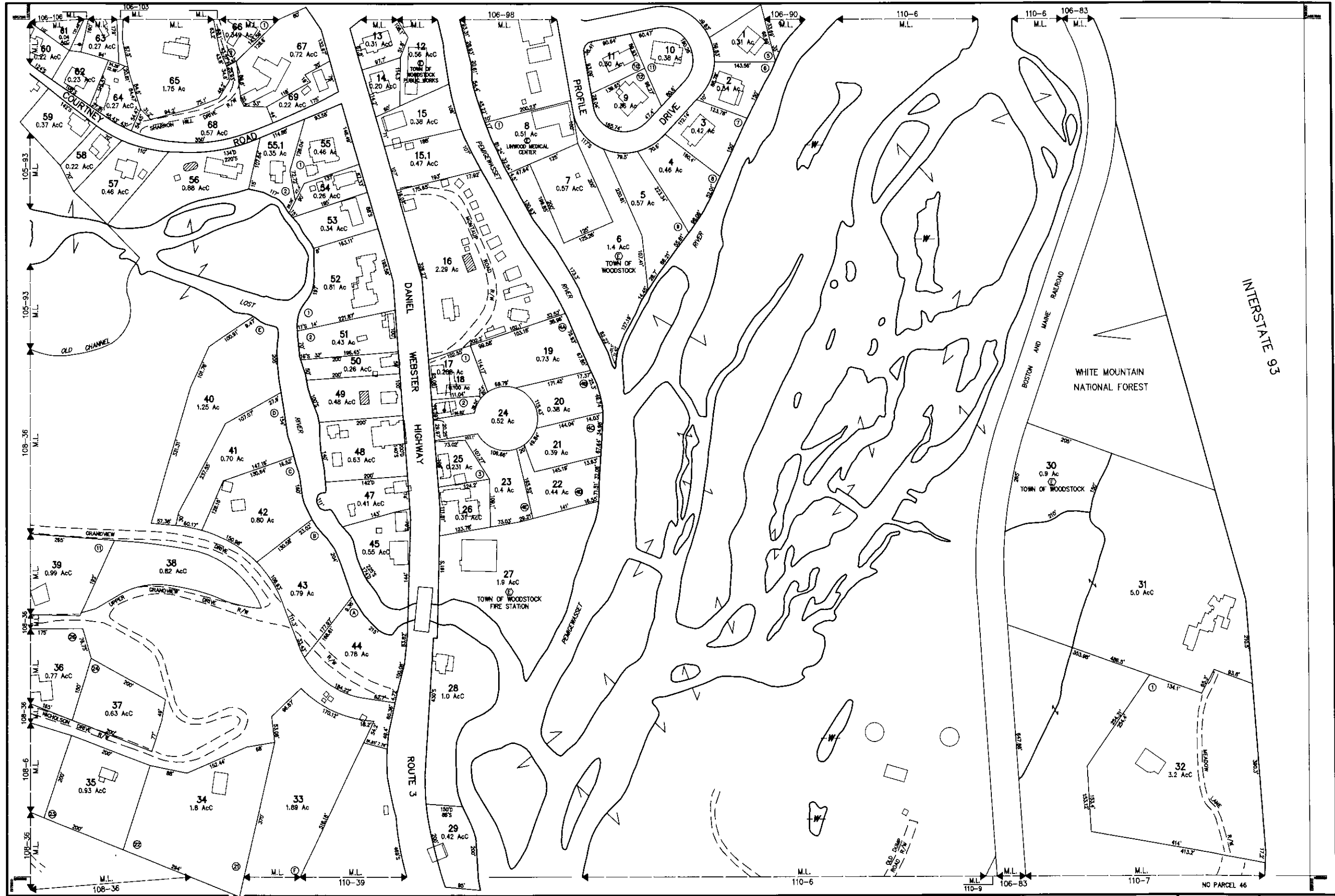
General Information		Building Computation	
Prop. Class	Exempt	Base Value	\$149,317
Building Style	Service Garage:001 (50)	Size Adj. Factor	0.95
Year Built	1975	Building Adj.	\$1,800
Effective Year	1982	Grade Adj. Factor	0.80
Grade/Quality	Comm Fr	Extra Features	\$0
Condition	Average	<b>Replacement Cost</b>	\$114,921
# of Rooms	0	<b>Influences/Obsolescence</b>	
#of Bedrooms	0	Depreciation %	53
Color	BROWN	Functional Obs %	0
Foundation	Concrete	External Infl. %	0
Framing	Wood frame	% Unfinished	0
Insulation	Yes	<b>Depreciated Value</b>	54,013
Roof Type	Gable	Location Adj.	
Roof Material	Metal	<b>Building Value</b>	\$54,000
Exterior Siding	T-111	<b>Plumbing Fixtures</b>	
Flooring	Concrete	# 2-Fixture Baths	1
Interior Walls	Unfinished	# 3-Fixture Baths	0
Heating Fuel	Gas	# 4-Fixture Baths	0
Heating Type	Hot Water	# 5-Fixture Baths	0
Cooling Type	None	# Extra Fixtures	0
		# Kitchen Sinks	0
		# Hot Water	0

Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
EXTRA FIXTURES	2	\$1,800			
HEATING SYSTEM	2,720	\$2,720			
EXTERIOR SIDING	2,720	\$-2,720			



Building Segments						
Segment	Area			Rate / Sq. Ft.	Base Value	% Unf
	Sketch	Living	Effective			
1ST-CM	320	320	320	44.50	\$14,240	
1ST/S-CM	2,400	2,400	2,400	54.50	\$130,800	
SHED-1ST	340		340	12.58	\$4,277	

Outbuildings													
Description	Year	Size or Units	Base Value	Size Adj.	Grade/Adj.	Condition /	FO Depr.	% Unf.	Value				
Barn - Pole Barn 1 S	1990	18 x 26	\$5,850	0.96	Fair 0.80	AV 17			\$3,730				
Barn - Pole Barn 1 S	1990	13 x 16	\$2,600	1.28	Fair 0.80	AV 17			\$2,210				
Commercial Paving	999		\$5,000	1.00	Avg 1.00	AV			\$5,000				



THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM, NAD 83.

PHOTOGRAPHY DATE: MAY 5, 2008

COMPLETION DATE: AUGUST 30, 2010

PRODUCED IN 2010 BY

**CAI Technologies**  
Precision Mapping. Geospatial Solutions.

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AREA SURVEYED	Ac
AREA CALCULATED	Ac
RECORD DIMENSION	100'
SCALED DIMENSION	100'S
MATCH LINE	M.L.
WATER	W

**LEGEND**

EXEMPT PROPERTY: (circle with dot)

SUBDIVISION LOT NO.: (circle with number)

BUILDING: (rectangle)

RIGHT OF WAY/ACCESS: (dashed line)

COMMON OWNERSHIP: (dotted line)

WETLANDS: (wavy line)

SCALE 1" = 100'

FEET: 0, 50, 100, 200, 300

METERS: 0, 25, 50, 75

REVISED TO: APRIL 1, 2021

PROPERTY MAPS

**WOODSTOCK**

NEW HAMPSHIRE

**INDEX DIAGRAM**

105	106	204
108	110	211

MAP NO. **107**