**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 righttousethesand&saltshedsonthepropertyuntilJune1,2023.* 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.







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

#### 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: 106
 Lot: 102-000-000-00000
 Location: 17 Lost River Road

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 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 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:

<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 WOODSTOCK	BUYER					
Ву:	Ву:					
Its: Duly authorized	Its: Duly authorized					
Date:	Date:					
Witness:	Witness:					

**Town of Woodstock** 

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

Card: 1 of 1

Electric Electric Water Well

Waste Septic

P/U Year

			RECORD	Assessmen							
Map &	Lot: 106	-102-000-000-00000	Locati	on: 17 LOST	OAD		Parcel ID: 1751				
		Owner Information	on			Current Assessm	ent Summary	Parcel Data			
TOWN OF	WOODSTOC	K				NICU Acres	0.0800	Neighborhood	COMMERCIAL -	1	
	OWN OF WOODSTOCK O BOX 156 WOODSTOCK, NH 03262 Sale History					CU Acres		Property Class	Exempt		
PO BOX 1	56					Total Acres			· .		
N WOODS	STOCK, NH 03	262				Living Area Sq. Ft.	2,800				
		Sale History				Assessed	Values	Zone			
Date	Grantor	Q	/U/Class	Sale Price	Bk/Page	NICU Land	\$61,700	Topography	Level		
						Current Use		Road Surface	Parcel Data       d     COMMERCIAL - 1       ss     Exempt       se     Exempt: Town       se     Image: Complement of the second seco		
						Total Land	\$61,700	Special District			
						Improvements	\$52,700	A C		100	
						Total Assessment	\$114,400			1	
						Total Market Value	\$114,400	XX	The second		

Notes

2020 Pi ckup - ADJUSTED ACREAGE PER CAI BUI LDI NG - VOLUNTEER FI RE STATI ON. 2010: ACREAGE CHGD PER MAP CO -

													ATTEN DA	
			Asses	ssed Lar	d Valuation							Visit Histo	ory	
Land Type	Area #Ur	nits Fronta	age	Base Va	ue Adjustm	ents	Adj. F	actor	Final Value	Date	Reason		Ву	
COMM - IMPRVD	0.080			162,4	00 Shape o	r Size		0.50	\$61,700	4/27/20	Pickup Land		CP	
					Location	1		0.75		11/21/19	Measure - Ex	kterior	JJ	
										1/05/15	Measure - Ex	kterior	DJ	N
										2/16/07	Measure - Ex	kterior	JB	
											As	ssessment H	listory	
										Date	Land	Curr. Use	Improvements	Total
										12/07/21	61,700		52,700	114,400
										12/06/20	61,700		52,700	114,400
									¢c4 700	12/06/19	39,900		49,600	89,500
				-					\$61,700	12/31/18	39,900		49,600	89,500
				Currei						10/30/17	39,900		49,600	89,500
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value		I	Building Pe	rmits	
										Date	Туре		Number	Status

	6-102-000-000-00					ST RIVER RO			VN OF WOO	DSTOCK			Caru.	1 <b>Of</b>
G	eneral Informati	ion		Bu	ilding C	omputation								
Prop. Class				Base Val	ue	\$171,6	31							
	Fire Station - Vo	olun (64)		Size Adj.	Factor		95							
Year Built	1900			Building /	-	\$4,2								
Effective Year				Grade Ac	dj. Factor	· 0.	90					TI		
Grade/Quality				Extra Fea	atures		\$0					1 1	<b>OP/SHED</b>	
Condition	-			Replacem	nent Cos	st \$150,5	25					1	[Area: 72 ft <sup>2</sup> ]	
# of Rooms	-			Influence	s/Obsol	escence						12'		
#of Bedrooms	-			Deprecia			65					1 1		
	WHITE			Function		0	0					1 1		
Foundation				External			0					i		
-	Wood frame			% Unfini			0					6'	00	
Insulation				Depreciat	_	<b>e</b> 52,6	84					8"	OP	
Roof Type				Location								1 1	[Area: 48 ft <sup>2</sup> ]	
	Asphalt shingle	S		Buildin	g Value	\$52,7	00	40'	2.50ST	/S-CM		Li		
Exterior Siding				Plumbing		s		40	[Area: 1	120 ft <sup>2</sup> ]		<u>ר</u>		
Flooring				# 2-Fixtu			0		15-0			1 i		
Interior Walls				# 3-Fixtu			0					1 1		
Heating Fuel				# 4-Fixtur # 5-Fixtur			0 0					1 1		
	Forced hot air			# 5-Fixiui # Extra F			0					18'	OP-2ST	
Cooling Type	None			# Kitchen			0					101	[Area: 108 ft <sup>2</sup> ]	
				# Hot Wa	ater		0					i	[Alea. 100 It ]	
	ling Adjustment				xtra Fea							1 1		
Description	#/sf		nt Desc	ription		#/sf Am	ount					1 :		
EXTERIOR SID	DING 2,800	\$4,20	0						-			1		
									28	5		J		
		Building	a Seam	ents						Outbuil	dinas			
			Area		Rate /		%		Size or		Size		Condition FO %	
egment		Sketch	Living	Effective	Sq. Ft.	Base Value	Unf	n Yea		Base Value	Adj.	Grade/Adj.	/ Depr. % Unf.	Valu
.50ST/S-CM		1,120	2,800		58.24	\$163,072								
)P )P-2ST		48		48	30.00	\$1,440 \$4,065								
)P-251 )P/SHED		108 72		216 144	18.82 21.21	\$4,065 \$3,054								
						+-,								

