## PUBLIC AUCTION

# (3) TOWN OWNED PROPERTIES IN WINCHESTER, NH

(3) SINGLE FAMILY HOMES

Saturday, September 30, 2023 at 10:00 AM

Registration from 9:00 AM

Sale to be held at: Winchester Town Hall, 1 Richmond Road, Winchester, NH

**ID#23-192** · We have been retained by the Town of Winchester, NH to sell at PUBLIC AUCTION these (3) town-owned properties. These properties appeal to first time homebuyers, investors, builders, or abutters.



## **SALE # 1:** 20 Oak Circle (Tax Map 15, Lot 34)



1½ story gambrel style home located on a 1.1  $\pm$  acre lot  $\cdot$  1990 built home features 1,764  $\pm$  SF GLA, 2 BR, 1 BA, detached shed, side deck, wood panel siding and wood/coal heat  $\cdot$  Served by private well & septic  $\cdot$  Assessed Value: \$175,500. 2022 Taxes: \$5,023. **DEPOSIT \$5,000** 

#### SALE # 2: 77 Howard Street (Tax Map 30, Lot 1)



2-Story Colonial style home located on a 1 ± acre lot located close to downtown Winchester · 1860 built home offers 1,629 ± SF GLA, 3 BR, 1 BA, vinyl siding, unfinished basement, enclosed front porch, and FHW/Oil heat. · Served by public water & sewer · Assessed Value: \$141,800. 2022 Taxes: \$4,070. **DEPOSIT \$5,000** 



#### SALE # 3: 70 Ashuelot Street (Tax Map 25, Lot 16)

Single story ranch style home located on a 0.26± acre lot close to downtown. 1946 built home offers 748± SF GLA, 2 BR, 1 BA, wood shingle siding, detached shed, unfinished basement, side deck, and FHA/Oil Heat. Served by Public water & sewer · Assessed Value: \$85,000. 2022 Taxes: \$2,440. **DEPOSIT \$5,000** 

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

Previews: One hour prior to the sale if permitted.

**Terms:** Deposits by cash, certified check/bank check or other tender acceptable to the Town of Winchester at time of sale, balance of purchase due within 45 days from the sale date. Conveyance by Deed, without covenants. Sales are subject to Town of Winchester confirmation. The Town of Winchester 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







### TOWN OF WINCHESTER

NCORPORATED JULY 2<sup>ND</sup> 1753

1 Richmond Road • Winchester, New Hampshire 03470 foice: (603) 239-4951 • Fax: (603) 239-4710 • TDD Access: Relay NH 1-800-735-2964 selectmen@winchester.nh.gov • www.winchester-nh.gov

#### AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this	day of			3, by and between	ı the
Town of Winchester, a municipal	l corporation	organized u	nder the laws	of the State of	New
Hampshire, having a principal place	e of business a	nt 1 Richmon	nd Road, Winch	ester, New Hamps	shire
03470, (hereinafter referred to as the	e "SELLER"),	and the BUY	ER		
having an address of				<u>.</u>	
WITNESSETH: That the SELLER land with the improvements thereon  Map: Lot: Location:	, located in Wi	nchester, Ne	w Hampshire, kı		rtain
PRICE: The SELLING PRICE is \$			·		
The BUYER'S DEPOSIT, rece \$	eipt of which	h is hereb	y acknowledge	ed, in the sum	of
The BALANCE of the SELLING Planet in the amount of \$				red in cash or cert	ified
<b>BUYER'S PREMIUM DUE:</b> The ten percent (10 %) of the SELLING				YER'S' PREMIUI	M of
SELLING PRICE \$ at	%	equals	BUYERS	PREMIUM	\$
<del></del> .					

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 Town'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 his/her own expense, a duly executed DEED, without covenants, of 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, outstanding municipal charges for sewer, water or betterment assessments/connection or capacity charges for the same, 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.

**TRANSFER OF TITLE**: Shall be given on or before forty five (45) 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 Winchester Town Hall, 1 Richmond Road, Winchester, NH 03470. Time is of the essence.

**TITLE**: If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by DEED without covenants. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

**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 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. Alternatively, The BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

**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.

**PRIOR STATEMENTS**: All representations, statements, and agreements heretofore made between the parties hereto are merged in the AGREEMENT, which along fully and completely expressed the respective obligations, 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 shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

ADDITIONAL PROVISIONS:					
WITNESS: The signatures of the above-me	entioned parties on the dates as noted below.				
TOWN OF WINCHESTER	BUYER				
By:	By:				
Its: Town Clerk/Tax Collector	Its:				
Duly authorized	Duly authorized				
Date:	Date:				
Witness	Witness				

	ot: 000034 Sub	: 000000	Care	i: 1 of 1		20 OAK CIRCLE	WI	NCHESTER	Printed:	08/24/20
Madagi i mineragi (Matagia et A		Date	Book Pa	ge Tyj	ne	Price Grantor				
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		11/01/1990		.5 UV		GOMARLO, MICHAEL J.	1			
RICHMOND RD		09/27/1990		30 UV	99	MORSE, GRAHAM				
O BOX 512		09/27/1990	1346 68	32 UV	99	CUTTER, LARRY/LINDA				
INCHESTER, NH 03470	1									
7/05/18 JQVE						IO ASK FOR ME TO LEAVE PROPERTY				
	RKED FOR INSPECTION					XFOBS; 1/13 HO REFUSED INT/EXT, FPI				
93/20/15 ADPR 91/02/13 ADVX						ELECT&PLUMB C/O #2014-0031; 3/15				
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0/29/08 CRVX		***************************************				GH; CK ON LIST FOR WB; 7/18; ADJ SIT				
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							Year	Building	Features	Land
							2021	\$ 107,700	\$ 12,100	\$ 55,700
							2021	\$ 107,700	Parcel Total	
							2022	\$ 107,700	\$ 12,100	\$ 55,700
							2022	3 107,700	Parcel Total	
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							2023	\$ 107,700	\$ 12,100	\$ 55,700
							i		Parcel Total	: ୬ 1/၁,500



