# **WOLFEBORO** the Oldest SummerResort in America

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# (8) TOWN OWNED PROPERTIES IN WOLFEBORO, NH SINGLE FAMILY HOME & VACANT LOTS

SATURDAY, September 7, 2024 AT 10:00 AM (Registration from 9:00 AM)

Sale location: WOLFEBORO TOWN HALL, 84 South Main St., Wolfeboro, NH Sale to be held in The Great Hall

ID#24-186 · We have been retained by the Town of Wolfeboro to sell at PUBLIC AUCTION these (8) town-owned properties. Great opportunity for first time home buyers, investors, builders, or abutters.

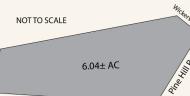
## Sale #1: 58 Keewaydin Road (Tax Map 172, Lot 49)

PUBLIC AUCTION



1970 built single family ranch style home located on a 1.41± acre lot just off Rte109. Home offers 1,457 ± SF GLA, 3 BRS, 11/2 BA and FHW/Oil Heat. Features include vinyl siding, attached 1-car garage, fenced in yard, full unfinished basement, fireplace and is served by Town Water and has private septic. Total Assessed Value: \$213,700. 2023 Taxes: \$3,139. Please contact auctioneer for preview information. DEPOSIT: \$10,000.

### Sale #2: Pine Hill Road (Tax Map 161, Lot 11)



Vacant 6.04± acre wooded corner lot w/ 373'± FF on Rt.109A. Lot is mostly level and is located on the corner of Pine Hill Road & Wickers Drive. Assessed Value: \$60,600. 2023 Taxes: \$890. DEPOSIT: \$5,000.

NOT TO .92± AC SCALE Gov Wentworth Hwy

Sale #3: Gov Wentworth Hwy (Tax Map 197, Lot 3) wooded and slopes down slightly from the road. Assessed Value: \$52,100. 2023 Taxes: \$765. DEPOSIT: \$5,000.

Sale #4: N Wakefield Road

(Tax Map 109, Lot 3) Vacant 6.5± acre lot located on a class VI road off Rt. 16. Lot is heavily wooded and slopes up from the road. Assessed Value: \$34,500. 2023 Taxes: \$507. Deposit: \$5,000.

## Sale #5: Stanard Road

(Tax Map 216, Lot 23) Vacant 0.6± acre lot located close to downtown on a dead end road. Lot is wood-ed, relatively flat and appears to be wet. Assessed Value: \$17,100. 2023 Taxes: \$251. Deposit: \$1,000.

Sale #6: Alpine Meadows Road (Tax Map 273, Lot 13) Vacant 0.25± acre lot located in a private community. Lot is heav-

ily wooded and slopes down significantly from the road. Assessed Value: \$8,800. 2023 Taxes: \$129. Deposit: \$1,000.



Vacant 5.96± acre lot located on a Class VI road. Lot is heavily wooded and slopes up from the road. Assessed Value: \$7,100. 2023 \$104. Taxes: Deposit: \$1,000.

#### Sale #8: **Off Browns Ridge Road** (Tax Map 27, Lot 6)

landlocked Vacant 0.21± acre lot located along Young's Brook. Lot appears to be wooded and wet and has been deemed not buildable per the town. Assessed Value: \$500. 2023 Taxes: \$7. Deposit: \$1,000.

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

PREVIEWS: Lots are marked and a drive-by is recommended. TERMS: All deposits are non-refundable and must be presented in the form of cash or bank/certified check at registration. NO PERSONAL CHECKS. Balance of purchase price along with buyer's premium due within 45 days from sale. Conveyance by Quitclaim Deed. Sales are subject to confirmation. The Town of Wolfeboro 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.



603-734-4348 • www.jsjauctions.com

### PURCHASE AND SALE AGREEMENT

Date: September 7<sup>th</sup>, 2024

1. **PARTIES**: This Purchase and Sale Agreement (this "Agreement") is made between \_\_\_\_\_\_ with an address of \_\_\_\_\_\_ (hereinafter called "Buyer") and the Town of Wolfeboro (hereinafter called "Seller").

2. **PREMISES**: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the property located at \_\_\_\_\_\_,

Wolfeboro, NH and shown on the Town of Wolfeboro Tax Maps at Map \_\_\_\_\_, Lot \_\_\_\_\_ (hereinafter called "the Property"). See Exhibit A for legal description, attached hereto and made a part hereof.

3. **FIXTURES**: The Buyer and Seller agree that, if applicable, all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built -in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale.

4. **CONDITION OF PROPERTY**: The Property, all fixtures and personal property, if applicable, are being sold "as is, where is" and "with all faults." Seller makes no representation or warranty as to the condition or habitability of the Property or any fixtures or personal property (if applicable).

5. **PERSONAL PROPERTY**: The Property is being sold with all personal property located thereon and it shall be Buyer's responsibility to address any issues related to removal of said personal property.

6. **PURCHASE PRICE**: For such conveyance Buyer is to pay the total purchase price of \$\_\_\_\_\_\_ (the "Purchase Price"), which shall be paid as follows: \$\_\_\_\_\_\_ in cash, certified or bank treasurer's check on the signing of this Agreement, receipt of which is hereby acknowledged by Seller (the "Deposit"); and the balance of \$\_\_\_\_\_\_ shall be paid in cash, wired funds, or certified check at the closing.

6a. **BUYER'S PREMIUM DUE:** The PURCHASE 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 10 % equals BUYERS PREMIUM \$\_\_\_\_\_\_\_\_.

7. **DEED AND CLOSING**: A deed shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the Purchase Price and execute all necessary papers within 45 days of execution of this Agreement. Seller makes no representations or warranties concerning title to the Property. The Property shall be conveyed by a Quitclaim Deed without warranties or covenants of title.

8. **REVENUE STAMP AND CLOSING COSTS**: Buyer shall pay for the revenue stamps imposed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Carroll County Registry of Deeds.

9. **DEFAULT**: If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the Deposit as liquidated damages, or pursue its remedies at law or in equity at the Seller's election.

10. **TIME**: Time is of the essence with respect to each and every aspect of this Agreement.

11. **POSSESSION, OCCUPANCY, AND CONDITION**: Unless otherwise agreed to in writing, possession and occupancy of the Property shall be given to Buyer immediately at closing. Buyer shall bear all responsibility for legally removing all personal property and/or occupants from the Property.

12. **DUE DILIGENCE**: Seller does not make any warranties regarding the condition, permitted use or value of the Property, including any personal property located thereon, or any representations as to compliance with any federal, state, or municipal codes, including but not limited to fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Seller makes no warranties regarding the condition, permitted use, marketability or value of the Property. This Agreement is not conditioned upon any inspection or review.

13. **PROPERTY DISCLOSURE FORM**: Buyer has waived receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

14. **ENVIRONMENTAL**: Seller makes no representations or warranties about the environmental condition of the Premises, including but not limited to the presence of hazardous waste, toxic materials, or any other condition or substance that may support a claim under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement.

15. **PRIOR STATEMENTS**: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

16. **HEIRS/ASSIGNS**: This Agreement shall extend to and be obligatory upon the successors and assigns of the Seller and the heirs, personal representatives, successors and assigns of the Buyer.

17. **COUNTERPARTS**: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

18. **ADDENDA**: Seller makes the following notifications and disclosures to the Buyer:

- a. Lead Paint It is unknown by the Seller if there is any lead paint on or in any building improvements. Before 1977, paint containing lead may have been 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.
- b. Radon Gas It is unknown by the Seller if there is any radon gas present in the building improvements. Radon gas, the produce 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.
- c. Arsenic It is unknown by the Seller if there is any arsenic present in the groundwater located on the Property. 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 with New Hampshire DES private well testing recommendations (<u>www.des.nh.gov</u>) to ensure a safe water supply if the subject property is served by a private well.

19. **GOVERNING LAW**: This Agreement is made in and shall be interpreted and governed by New Hampshire law.

20. **EFFECTIVE DATE**: This Agreement is effective when signed by both Buyer and Seller.

Buyer and Seller hereby agree to the purchase and sale of the Property according to the terms and conditions set forth herein.

BUYER:

SELLER:

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

Town of Wolfeboro By its Select Board

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

## <u>Exhibit A</u>

## Legal Description

[Insert]

NOLFEBORO, NH 03894-0629       NOTES       05/2024     MRV     FS 529900 1990, 3 BDRM SEPTIC APPROVED LOW WET, BROOKFIELD       06/1519     MIRV     FS 529900 1990, 3 BDRM SEPTIC APPROVED LOW WET, BROOKFIELD       07/015     THUR     TOWNLINE     MUNICIPAL SOFTWARE BY AVITAR       EXTRA FEATURES VALUATION     MUNICIPAL SOFTWARE BY AVITAR     MUNICIPAL SOFTWARE BY AVITAR       Feature Type     Units Lngth x Width     Size Adj     Rate     Cond     Market Value Notes     MUNICIPAL SOFTWARE BY AVITAR       Value     Extra FEATURES VALUATION     MUNICIPAL SOFTWARE BY AVITAR     MUNICIPAL SOFTWARE BY AVITAR       Value     Units Lngth x Width     Size Adj     Rate     Cond     Market Value Notes     MUNICIPAL SOFTWARE BY AVITAR       Value     Units Lngth x Width     Size Adj     Rate     Cond     Market Value Notes     MUNICIPAL SOFTWARE SUBJ (D)       Value     Units Lngth x Width     Size Adj     Rate     Cond     Market Value Notes     MUNICIPAL SOFTWARE SUBJ (D)       Value     Units Lngth x Width     Size Adj     Rate     Cond     Market Value Notes     Land Type     Land Value NC Adj     Site     Roud     Divensay:     Road: <th>Map: 000197</th> <th>Lot: 000003</th> <th>Sub: (</th> <th>00000</th> <th>Ca</th> <th>rd: 1 of 1</th> <th></th> <th>GOV W</th> <th>ENTWORTH</th> <th>HWY</th> <th>١</th> <th>WOLFEBORO</th> <th>Printed:</th> <th>05/31/2024</th>	Map: 000197	Lot: 000003	Sub: (	00000	Ca	rd: 1 of 1		GOV W	ENTWORTH	HWY	١	WOLFEBORO	Printed:	05/31/2024
KUNCOL PROLENOKO       HOLENOKO       HOLENOKO       HOLENOKO       HORRISEY JAMES H         YO BOX 629       IZ21/1999       1842       816       U.V.35       MORRISEY JAMES H         KOLDEBORO, NH 03894-0629       NOTES       Somo       MORRISEY JAMES H       MORRISEY JAMES H         S0 2024       JMRY       ES 59900 1990, 3 BORM SEPTIC APPROVEDJOW WET, BROOKFIELD TOWNLINE       MUNICIPAL SOFTWARE BY AVITAR         Feature Type       Units Lagh x Width       Size Adj       Rate       Cond       Market Value Notes       MUNICIPAL SOFTWARE BY AVITAR         Feature Type       Units Lagh x Width       Size Adj       Rate       Cond       Market Value Notes       VOLFEBORO ASSESSING OFFICE         2022       \$0 0       \$0 0       \$52,100       Parcel Total: \$52,100       Parcel Tot	OWNER	INFORMATION					SALE	S HISTORY				PIC	TURE	
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