

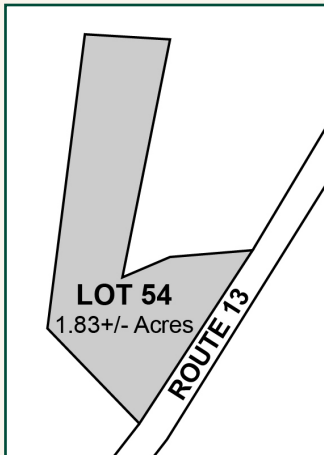
# PUBLIC AUCTION

**TOWN OWNED PROPERTY  
BROOKLINE, NH  
1.83+/- ACRE COMMERCIAL LOT  
THURSDAY, JULY 24 AT 3:00 PM  
28 ROUTE 13, BROOKLINE, NH**

**\* \* \* SALE TO BE HELD ON SITE \* \* \***



**ID#25-168** • We have been retained by the Town of Brookline to sell at PUBLIC AUCTION this town-owned property • This property appeals to builders, investors or abutters • Vacant 1.83+/- acre Commercially zoned lot with 273.65+/- FF along Route 13, across from Route 13 Auto Sales, close to the Massachusetts state line • Irregularly shaped wooded lot slopes down a bit from the road but is relatively flat • Private well & septic will be required • Tax Map J, Lot 54. Assessed Value: \$203,700. 2024 Taxes: \$4,606.00.



## **10% BUYER'S PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING**

**PREVIEW:** Lot is marked and a drive-by is recommended.

**TERMS:** \$10,000 non-refundable deposit by cash, certified/bank check or other tender acceptable to the Town of Brookline at time of sale, balance of purchase price along with buyer's premium due within 45 days from the sale date. Conveyance by Quitclaim Deed. Sale is subject to Town confirmation, the Town of Brookline reserves the right to reject any and all bids. The lot is 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.*

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



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## **PURCHASE AND SALE AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between **THE TOWN OF BROOKLINE**, a municipality with a principal place of business at 1 Main Street, Brookline, County of Hillsborough, and State of New Hampshire 03033, by and through its duly elected and authorized Selectboard (hereafter referred to as **SELLER**) and \_\_\_\_\_, \_\_\_\_\_, (hereafter referred to as **BUYER**).

### **Recitals**

1. **Seller** is the owner of certain real property consisting of a tract with buildings thereon, with an address of **28 Route 13, Brookline, NH 03033**, which is property shown on the Town of Brookline Tax Maps as **Tax Map J, Lot 54**; which property shall be referred to hereafter as the '**Property**'.
2. The **Seller** acquired title to the **Property** by virtue of a Tax Collector's Deed. The Town obtained said deed from the Tax Collector pursuant to his/her authority as set forth in NH RSA 80:76. Said Tax Deed is dated **July 15, 1993**, and has been recorded in the Hillsborough County Registry of Deeds at **Volume 5453, Page 0012**.
3. The Selectboard of the Town of Brookline have been authorized by its meeting on \_\_\_\_\_, **2025**, to sell said Property.
4. The **Seller** wishes to sell and the **Buyer** wishes to buy the **Property** on the terms and conditions set forth herein.

NOW THEREFORE, in order to carry into effect the intention of the parties as set forth above, and in consideration of the promises and covenants made herein, the parties hereby agree as follows:

### **SECTION 1** **DESCRIPTION OF THE PROPERTY**

Upon the terms and conditions hereinafter set forth, the **Seller** agrees to sell and convey and the **Buyer** agrees to purchase and accept the property comprising the **Property** as defined above.

### **SECTION 2** **SALES PRICE**

The total sales price for the Property shall be \_\_\_\_\_.

### **SECTION 3** **TERMS OF PAYMENT**

The sales price shall be paid as follows:

- Upon execution of this agreement by all parties, **Buyer** shall make a deposit in the amount of \_\_\_\_\_, which deposit shall be held by the **Seller**. Upon the occurrence of the closing, the 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 DEED WITHOUT COVENANTS or 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 80:80 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 **July 15, 1993**, and recorded in the Hillsborough County Registry of Deeds at s at **Volume 5453, Page 0012**.
- c. Other than the foregoing, **no** warranties of any kind, **including no warranties of title** will be made by the Selectboard.
- d. The property will be sold '**Where Is and As Is.**'

The **Buyer** reserves the right to have an examination of title made at its own expense. If upon examination of title, it is found that the title is not satisfactory to the **Buyer**, this Agreement may be rescinded by written notice from the **Buyer** to the **Seller** **no later than fifteen (15) days from the execution of this Agreement**. Upon such rescission all obligations of either party hereto shall cease. Failure to provide such notice within said time period shall constitute a waiver of the right to terminate for this reason.

#### **SECTION 5** **TRANSFER OF TITLE**

Closing shall be held on a date selected by **Buyer** within forty-five (45) 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 Brookline 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 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 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 forty-five (45) 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](http://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 \_\_\_\_\_, 2025,

***Buyer:***

\_\_\_\_\_

***Witness:***

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

***Seller:***

***TOWN OF BROOKLINE  
BY the Selectboard***

***Selectboard:***

***Witness:***

\_\_\_\_\_

***Witness:***

\_\_\_\_\_

***Witness:***

\_\_\_\_\_

***Witness:***

\_\_\_\_\_

***Witness:***

\_\_\_\_\_

OWNER INFORMATION	SALES HISTORY	PICTURE
BROOKLINE, TOWN OF  1 MAIN ST PO BOX 360 BROOKLINE, NH 03033	<div>DateBookPageTypePriceGrantor</div> <div>07/15/199354530012U V 351 DYER, ARTHUR C &amp;</div>	
LISTING HISTORY	NOTES	
08/30/19RWVL 01/09/19INSPMARKED FOR INSPECTION 08/29/17ERVL 02/15/17INSPMARKED FOR INSPECTION 11/29/99GL V	VACANT, WOODED, SHAPE; 8/19; VACANT;	

EXTRA FEATURES VALUATION								MUNICIPAL SOFTWARE BY AVITAR			
Feature Type	Units	Lngth x Width	Size Adj	Rate	Cond	Market 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LAND VALUATION										LAST REVALUATION: 2023					
Zone: COMM/INDUST	Minimum Acreage: 1.00	Minimum Frontage: 150				Site: UND/WDS Driveway: UNDEVELOPED Road: PAVED									
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes	
EXEMPT-MUNIC	1.000 ac	195,000	D	90	88	100	90	95 -- MILD	150	198,100	0	N	198,100	USE	
EXEMPT-MUNIC	0.830 ac	x 5,000	X	100				90 -- ROLLING	150	5,600	0	N	5,600	USE	
	1.830 ac									203,700			203,700		

PICTURE	OWNER	TAXABLE DISTRICTS	BUILDING DETAILS
	<b>BROOKLINE, TOWN OF</b>	<div>DistrictPercentage</div>	Model: Roof: Ext: Int: Floor: Heat:
	1 MAIN ST PO BOX 360 BROOKLINE, NH 03033		Bedrooms: Baths: Fixtures:
	PERMITS		Extra Kitchens: Fireplaces:
	<div>DatePermit IDPermit TypeNotes</div>		A/C: Generators: Quality: Com. Wall: Stories:  Base Type:

BUILDING SUB AREA DETAILS	
<div></div>	
2023 BASE YEAR BUILDING VALUATION	
	Year Built:
	Condition For Age: %
	Physical:
	Functional:
	Economic:
	Temporary: %



Property ID	J-54 00000J00005400000001 63
Location	28 ROUTE 13
Owner	BROOKLINE, TOWN OF



Geometry updated 06/04/2025  
Data updated 01/30/2025

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