

TOWN OF WALPOLE

New Hampshire
OFFICE OF THE SELECTBOARD

Town of Walpole, New Hampshire Invitation to Bid

**Tax Map 9 Lot 23-2 – Off Derry Hill Road
Tax Map 14 Lot 5 – 522 Whitcomb Road
Tax Map 28 Lot 105 – 11 Merchant Street
Tax Map 28 Lot 120 – 27 Center Street**

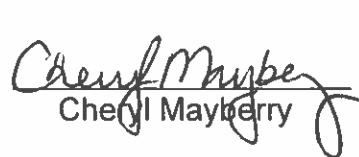
Sealed bid proposals, plainly marked "Prospective Buyer's Bid for Tax Deeded Property" on the outside of the mailing envelope, as well as on the sealed bid envelope and addressed to the Selectboard, Walpole Selectboard Office, PO Box 729, Walpole, NH 03608, will be accepted until Wednesday, December 4, 2024 at 1 PM. Bids are to be hand-delivered to the Selectboard Office or accepted by certified mail to the PO Box address no later than the deadline date and time. Bids must be accompanied by a bank check in the amount of \$5,000 payable to the Town of Walpole as a bid deposit.

Bids will be publicly opened and read aloud at 6:30 PM at the Wednesday, December 4, 2024 Selectboard Meeting. The properties are sold as is, where is, and as shown, with no warranties or guarantees expressed or implied. The Town will execute a Deed without Covenants to the successful bidders.

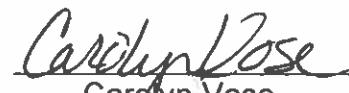
A bid package may be obtained from the Town website, www.walpolenh.us or at the Selectboard Office.

The Town of Walpole reserves the right to reject any and all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town in its sole discretion.

Sincerely yours,
Town of Walpole, NH Selectboard


Cheryl Mayberry


Steven Dalessio


Carolyn Vose

MAP 28 LOT 120

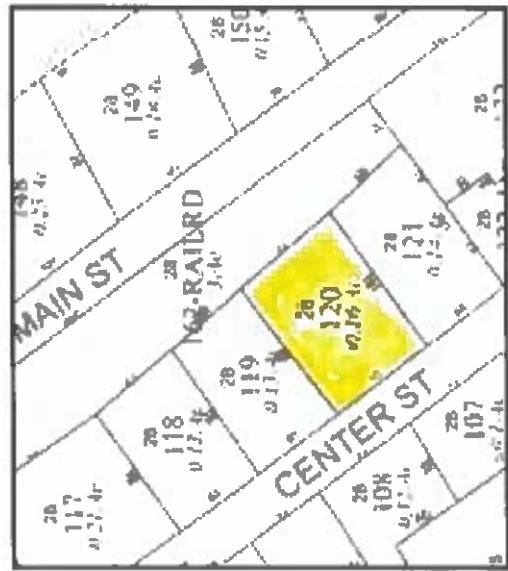
POTENTIAL SALE OF TOWN OWNED LAND PARCELS

Location: 27 Center Street



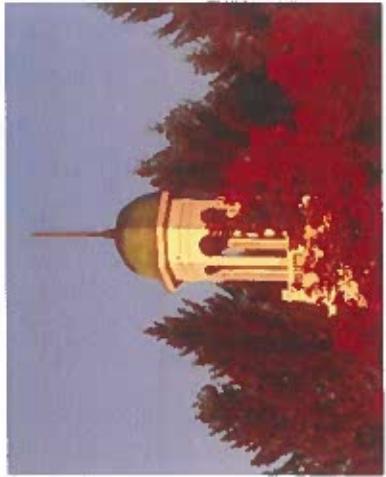
- Duplex with apartment on each floor.

- Town water and septic



TOWN OF WALPOLE, NH

SEALED BID OFFERING



The Selectboard has identified four (4) parcels owned by the Town of Walpole that it wishes to sell via a sealed bid process. The sealed bid process is as follows:

All parcels being sold by sealed bid will be "as is".

All bids must be submitted in writing by 1:00 PM on Wednesday, December 4, 2024 via certified mail or in person to the Walpole Selectboard Office.

Informational Notice will be published in the Keene Sentinel.

For tax deeded properties owned by the Town of Walpole

BID DEADLINE:

December 4, 2024

FOR MORE INFORMATION
CONTACT:

Town of Walpole
Selectboard Office
34 Elm Street
PO Box 729
Walpole, NH 03608

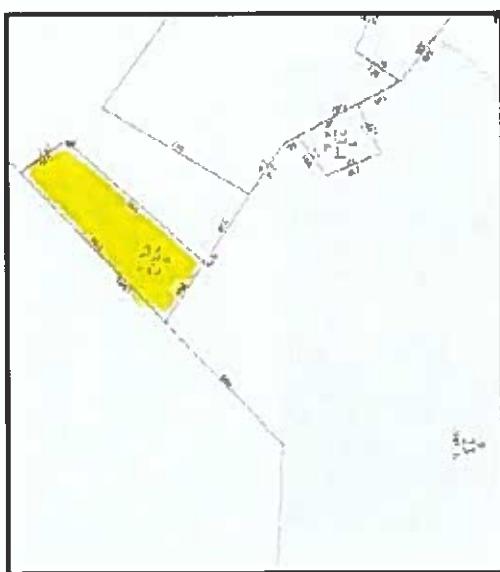
Phone: 603-756-3672
Email: sdowning@walpolenh.us

MAP 9 LOT 23-2

Location: Off Derry Hill Road

- Vacant and undeveloped
- Backland with no road access

Lot size: 2.8 acres



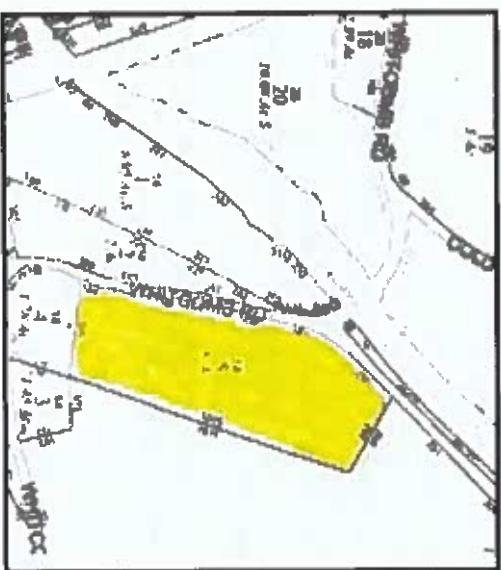
MAP 14 LOT 5

Location: 522 Whitcomb Road



- Home is not habitable. Building has been condemned..
- Barn with attached garage
- Unmainted in-ground pool
- Private location with a potential view

Lot size: 8 acres



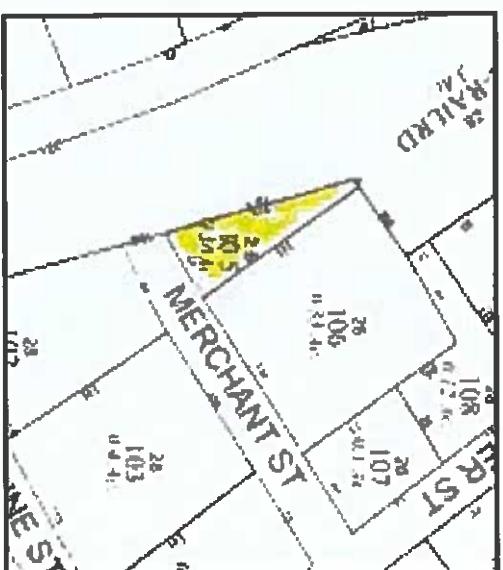
MAP 28 LOT 105

Location: 11 Merchant Street



- Home is not habitable, and in very poor condition.
- Located on dead end road
- Town water and sewer

Lot size: .36 acres



AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this _____ day of _____, 2024, by and between the Town of Walpole, a municipal corporation organized under the laws of the State of New Hampshire, with a principal place of business at 34 Elm Street, Walpole, New Hampshire 03608, (hereinafter the "Seller" of "Town"), and _____, having an address of _____ (hereinafter, the "Buyer").

Witness: That the Seller agrees to sell and convey without covenants and the Buyer agrees to buy and accept a tract of certain real estate without covenants (identified below), including any improvements thereon, located in Walpole, New Hampshire and referred to as:

Map _____ Lot _____ Location _____, Walpole, NH (hereinafter, the "Property").

Selling Price: The selling price is \$ _____. The parties agree the Selling Price is the Buyer's bid which has been accepted by the Town.

The Buyer's Deposit: receipt of which is hereby acknowledged, in the sum of \$5,000.00 in the form of a bank check.

The Balance of the selling price shall be due and payable at closing and tendered in cash or bank check in the amount of \$ _____.

This Agreement is made subject to Buyer's bid being accepted by Town; all prospective buyer bids are due in writing, specifying the address of the property, signed by the Buyer, no later than 1:00 PM on December 4, 2024. Bids may be hand-delivered to the Selectboard Office or sent by certified mail to PO Box 729, Walpole, NH 03608 in an envelope clearly marked "Prospective Buyer's Bid for Tax Deeded Property." All bids must include a bank check for \$5,000.00 as a deposit; the deposit becomes non-refundable at the time of the bid acceptance by the Town.

Successful bidder/Buyer shall pay all closing costs and registry recording fees.

Deed: The Seller agrees to furnish, at its expense, a duly executed Quitclaim Deed (deed without covenants) of the property.

Possession and Title: The property is being sold AS IS, WHERE IS without any warranties whatsoever as to its use or condition, subject to all tenants and rights to use or possession, limitations on use by virtue of prior land use approvals or otherwise 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, including mortgages, equity lines of credit, liens, attachments, orders to cease and desist, and any State and/or Federal tax liens which may survive

the Town's acquisition of the property. Further, the Seller does not in any way warranty or guaranty the availability of any municipal land use permits, including building permits, zoning approvals or any other similar permits. It shall be the responsibility of the Buyer to apply to the appropriate Departments of the Town of Walpole for any required permits. The Buyer acknowledges and agrees that the sale of the Property as provided for herein is made on an "As Is" condition basis with all faults, latent or patent, whatever they may be.

Transfer of Title: The property shall be conveyed on _____ at _____ AM/PM at the Walpole Selectboard Office.

Title: If the Buyer desires an examination of title to the property, Buyer shall pay the cost thereof. Buyer hereby acknowledges that title shall be transferred by a Quitclaim Deed. The Deed without covenants (i.e. Quitclaim Deed) and Buyer's title shall be subject to matters of record and other matters as described herein.

Taxes and Utilities: Buyer shall be responsible for any and all taxes and utilities assessed or incurred as of the 2025 tax year that may be due and owing at closing.

Recording Fees and Transfer Taxes: Buyer shall be responsible for all Registry of Deed recording fees and transfer taxes which may be assessed in connection with this transaction.

Risk of Loss: The risk of loss from any cause in connection with the Property shall be upon the Buyer at the acceptance of Buyer's bid by the Town, which is prior to the transfer of title.

Liquidated Damages: Once the Buyer's bid is accepted by the Town, his/her/its deposit shall be non-refundable. If the Buyer shall default in the performance of Buyer's obligations under this Agreement, the amount of the deposit and any additional deposit given by the Buyer shall be retained by the Seller as liquidated damages. In such event, all of the Buyer's rights and interests under this Agreement shall, without further notice, cease and the Seller shall have the right, at Seller's sole option, to sell the property to the next qualified bidder. The parties agree that the amount of liquidated damages is a good faith estimate of the Town's damages, which would include, but may not be limited to, preparing the property to be re-bid and marketing expenses, should the Buyer breach this Agreement.

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 paint is present in any structure on the property. It shall be the responsibility of the Buyer to test for any radon gas or lead paint that may be present, at Buyer's expense.

Prior Statements: Only this Agreement fully and completely expresses the respective obligations of the parties, and this Agreement is entered into by each party after an opportunity for investigation with neither party relying on any statements or representations not embodied in this Agreement.

Miscellaneous: This Agreement, 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 Cheshire County Superior Court in the State of New Hampshire. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, administrators, successors, agents and assigns. This Agreement shall not be altered, amended, modified or cancelled except by a written agreement signed and dated by both the Buyer and the Seller.

Assignment: The Buyer may not assign his/her/its rights under this Agreement without the written consent of Seller, such written consent shall not be unreasonably withheld.

Additional Provisions:

Witness: The signatures of the above-named parties on the dates as noted below.

TOWN of WALPOLE

By: _____
Its: _____
Duly authorized
Date: _____
Witness: _____

BUYER

By: _____
Its: _____
Duly authorized
Date: _____
Witness: _____

**QUITCLAIM DEED
(DEED WITHOUT COVENANTS)**

KNOW ALL BY THESE PRESENTS, that the TOWN of WALPOLE, a municipal corporation organized under the laws of the State of New Hampshire, with its principal office located at 34 Elm Street, Town of Walpole, County of Cheshire and State of New Hampshire, for consideration paid, grants to [Buyer] of [Buyer's Address], WITHOUT COVENANTS:

A certain tract or parcel of land with any buildings and improvements thereon, situated in Walpole, in the County of Cheshire and State of New Hampshire, as shown on the Town of Walpole Tax Map as Lot _____ at Map _____.

Being the same premises acquired by the Town of Walpole by Tax Collector's Deed dated _____ and recorded in Book _____ Page _____ at the Cheshire County Registry of Deeds.

This conveyance is subject to the restriction that the tract or parcel herewith conveyed shall not be subject to further subdivision.

Dated this _____ day of _____ 2024.

TOWN of WALPOLE
By its Selectboard

Cheryl Mayberry

Steven Dalessio

Carolyn Vose

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE, SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by the Selectboard for the Town of Walpole and on behalf of the Town of Walpole.

Notary Public

My Commission Expires:

Map: 000028

Card: 1 of 1

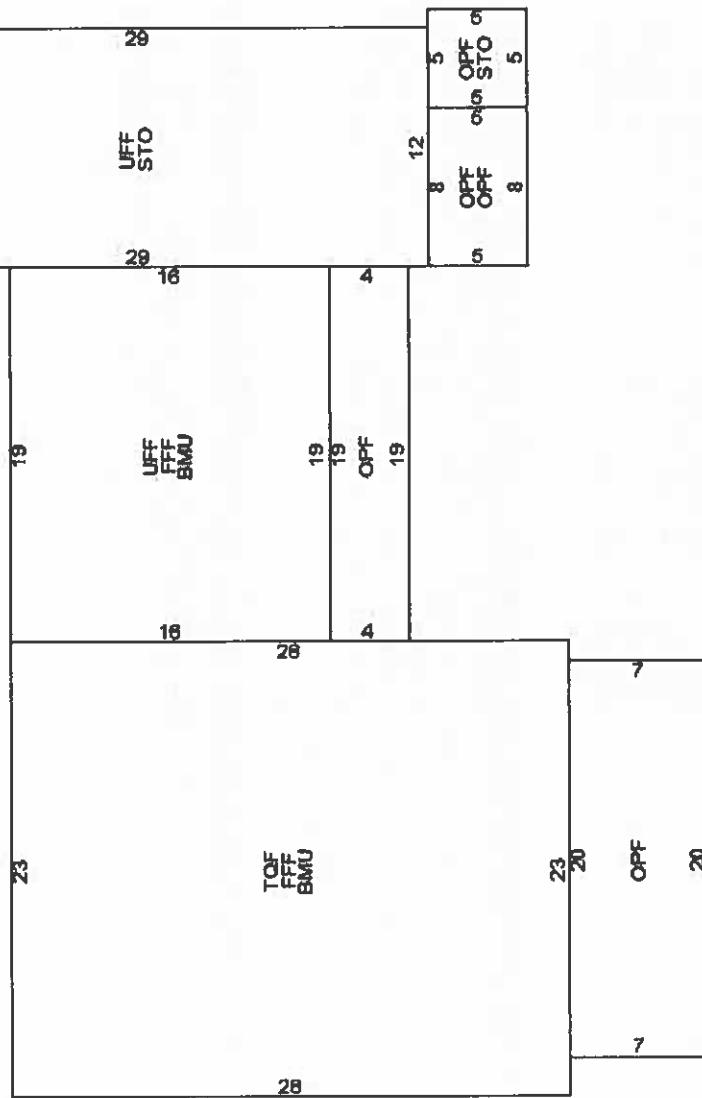
27 CENTER STREET

WALPOLE Printed: 10/22/2024

A black and white photograph of a two-story house with a prominent front porch and a gabled roof. The house is surrounded by trees and a fence, with a cloudy sky in the background.

OWNER		TAXABLE DISTRICTS			BUILDING DETAILS		
WALPOLE, TOWN OF	PO BOX 729	District N Walpole	Percentage % 100	Model: 1.75 STORY DUPLEX Roof: GABLE OR HIP/ASPHALT Ext: ASBEST SHNGL Int: PLASTERED/DRYWALL Floor: LINOLEUM OR SIM/CARPET Heat: OIL/HOT WATER	Bedrooms: 5 Baths: 2.0 Extra Kitchens: 1 A/C: No Quality: A0 AVG Com. Wall:	Fixtures: Fireplaces: Generators:	Base Rate: EHS 124.00 Bldg. Rate: 0.9288 Sq. Foot Cost: \$ 115.18
WALPOLE, NH 03608	Account Number: 165	PERMITS					
Date	Permit ID	Permit Type	Notes				

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TOWN OF WALPOLE		OWNER		Card: 1 of 1	
PO BOX 729		S Walpole		District	Percentage
WALPOLE, NH 03608-0729	Account Number: 967	% 100			

Date Permit ID Permit Type Notes

10 24 OFF

10 24 FFF

10 24 PRS

10 24 BMU

10 24 ATU

10 24 FFF

10 24 BMU

10 24 UFF

10 24 UFF

10 24 BMU

