# PUBLIC AUCTION

# (6) TAX DEEDED SALES IN WARREN, NH



6

## SATURDAY, DECEMBER 11, 2021 AT 10:00 AM

Registration from 9:00 AM

## **MOBILE HOMES & VACANT LOTS**

Sale to be held at: Warren Town Hall, 19 Water Street, Warren, NH

**ID#21-182** • We have been retained by the Town of Warren to sell at PUBLIC AUCTION these properties which were acquired by Tax Collector's Deed. These properties have a total assessed value of \$292,900, and appeal to investors, builders, sportsmen, or abutters!

## SALE # 1: Tax Map 244, Lot 51 42 Chase Road & Simmons Drive



**42 Chase Road:** Single wide mfd. home located on a 0.97± acre lot features 972± SF GLA, 2 BR, 1 BA, detached shed & FHA/oil heat · Served by well & septic.

**Simmons Drive:** Single wide mfd. home w/ additions featuring 1,486± SF GLA, 2 BRS, 1 BA, open porch, & FHA/Oil Heat • Served by well & septic. Total Assessed Value: \$142,300. 2020 Taxes: \$3,284. **DEPOSIT: \$5,000.** 

**SALE # 3: Tax Map 245, Lot 20, Beech Hill Road** Overgrown 0.94± acre lot w/ collapsing structure located in rural neighborhood with great mountain views • Structure offers 611± SF GLA and is in very poor condition • Assessed Value: \$44,200. 2020 Taxes: \$1,020. **DEPOSIT: \$2,500.** 

SALE # 5: Tax Map 244, Lot 53, Off Rabbit Run Road Vacant landlocked 10.1± acre heavily wooded lot · Assessed Value: \$19,400. 2020 Taxes: \$448. DEPOSIT: \$1,000.

## SALE # 2: Tax Map 225, Lot 9 Lake Tarleton Road



Vacant heavily wooded 7.49± acre lot abutting the White Mountain National Forest along NH Rte. 25C · Lot slopes up from the road then levels off, has stream running along part of lot, great

views · Assessed Value: \$47,100. 2020 Taxes: \$1,087. **DEPOSIT: \$2,500.** 

SALE # 4: Tax Map 232, Lot 14, Eagle's Nest Road Vacant wooded 1.49± acre lot located just off NH Rt.118 · Lot slopes down low from the road then levels in topography, located on private dirt road · Assessed Value: \$16,200. 2020 Taxes: \$374. DEPOSIT: \$2,500.

SALE # 6: Tax Map 218, Lot 44, On Baker River Vacant 7± acre lot located along the Baker River, lot is heavily wooded • Assessed Value: \$23,700. 2020 Taxes: \$547. DEPOSIT: \$1,000.

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

**PREVIEW:** Properties 1 – 4 are marked, a drive-by is recommended.

**TERMS:** All deposits by cash, certified check, bank treasurer's check, or other form of payment acceptable to the Town of Warren at time of sale, balance due within 45 days. Conveyance by Quit Claim Deed without convenance. 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







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

#### AGREEMENT AND DEPOSIT RECEIPT

**THIS AGREEMENT** made this 11<sup>th</sup> day of December, 2021, by and between the Town of Warren, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 8 Water Street, Warren, New Hampshire 03279, (hereinafter referred to as the "SELLER"), and the BUYER \_\_\_\_\_\_ 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 Warren, New Hampshire, known as:

Map: \_\_\_\_\_ Lot: \_\_\_\_\_ Location: \_\_\_\_\_

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 <u>\$</u>\_\_\_\_\_.

**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 Warren.

**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 Warren Town Office, 8 Water Street, Warren, New Hampshire 03279. Time is of the essence.

#### TOWN OF WARREN, 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 2021 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 Grafton 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 WARREN	BUYER
By:	By:
Its: Duly authorized	Its: Duly authorized
Date:	Date:
Witness:	Witness:

Map: 000244	Lot: 051000	Sub:	000000	С	ard: 1	of 2		42 CH.	ASE RO	AD		WARREN	Printed:	10/06/2021
OWN	ER INFORMATION					SAI	LES	HISTORY				PI	CTURE	
TOWN OF WAL	RREN		Date		Page	Туре		Price Granto			_	2		
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WARREN, NH 032														
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											2020	\$ 122,800	\$ 800	\$ 19,300
													Parcel Total:	
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													Parcel Total:	\$ 142,300
													otal: \$ 70,600)	
			LAND	VALUA	TION			Start Scheder				LAST REVALUATION: 2021		
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1	000000 Card: 2 of 2	SIMMONS DR	WARREN	Printed: 10/06/2021
OWNER INFORMATION		HISTORY	PI	CTURE
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PO BOX 66			12	
WARREN, NH 03279				
LISTING HISTORY	N	OTES		
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			PARCEL TOTA	L TAXABLE VALUE
			Year Building	Features Land
			2021 \$ 71,200	\$ 500 \$ 0(c)
				Parcel Total: \$ 142,300
			(Card To	otal: \$ 71,700)
	LAND VALUATION		LAST REVA	LUATION: 2021
Zone: Minimum Acreage: Minimum Fronta	ge:	Site:	Driveway:	Road:
Land Type EXEMPT-MUNIC Neighbort	ood: C	Cond Ad Valorem SH	PI R Tax Value Notes	······
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Map: 000244	Lot: 051000	Sub: 000000	Card: 2	2 of 2	SIMMONS		WARREN		10/06/2021
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				PERMITS			Bedrooms: 2 Baths Extra Kitchens		eplaces: 5
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	20			25			Functional:		
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							Total Depreciation:		20 %
							Building Value:		\$ 71,200

