

# PUBLIC AUCTION

## TOWN OWNED PROPERTIES IN WARNER, NH

### (2) SINGLE FAMILY HOMES & VACANT LOT

Saturday, June 25, 2022 at 10:00 AM (Registration from 9:00 am)

Sale to be held at: **Warner Town Hall**, 5 E Main Street, Warner, NH

**ID# 22-161:** We have been retained by the Town of Warner, NH to sell at PUBLIC AUCTION these (3) town-owned properties. These properties have a total assessed value of \$252,510 and appeal to first time home-buyers, investors, builders, or abutters.

#### Sale #1: 198 Horne Street (Tax Map 12, Lot 36)



1 ¾ story gambrel style home located on a 0.49± acre lot • 1987 built home features 1,350± SF GLA, 5 RMS, 3 BR, 1 BA, metal roof, fireplace, detached shed and FHW/Gas heat. Served by private well & septic • Assessed Value: \$128,490. 2021 Taxes: \$3,381. **DEPOSIT \$5,000**

#### Sale #2: 38 Willey Lane (Tax Map 34, Lot 26)



Single wide manufactured home w/ addition located on a 1.9± acre lot • 1980 built home offers 780± SF GLA, 5 RMS, 3 BR, 1 ½ BA, enclosed front porch, detached shed and FHW/Oil heat. • Served by private well & septic • Assessed Value: \$84,420. 2021 Taxes: \$2,221. **DEPOSIT \$5,000**

**Sale #3: Off Schoodac Road (Tax Map 11, Lot 15)** • Vacant landlocked 33± acre lot located near I-89. Land is heavily wooded and located closer to Burnt Hill Rd. • Assessed Value: \$39,600. 2021 Taxes: \$1,042. **DEPOSIT \$2,500**

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

**Previews:** SALE #1: Saturday June 18th from 9-11AM. SALES 2 & 3: Properties are marked, a drive-by is recommended.

**Terms:** Deposits by cash, certified check/bank check or other tender acceptable to the Town of Warner 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 Warner confirmation. The Town of Warner 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.

#### PHOTOS, BROCHURE, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE

*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..*



**JSJ Auctions**  
SINCE 1982



45 Exeter Road, Epping, NH 03042, NH Lic. #2279  
603-734-4348 • [www.jsjauctions.com](http://www.jsjauctions.com)

**TOWN OF WARNER, NH  
AGREEMENT AND DEPOSIT RECEIPT**

**THIS AGREEMENT** made this \_\_\_\_ day of June \_\_\_, 2022 by and between the Town of Warner, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 5 E. Main Street, Warner, New Hampshire 03278, (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 \_\_\_\_\_, New Hampshire, known as:

Map: \_\_\_\_\_ Lot(s) \_\_\_\_\_: Location: \_\_\_\_\_

PRICE: The SELLING PRICE is \$\_\_\_\_\_.

The BUYER’S DEPOSIT, receipt of which is hereby acknowledged, is 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 \$\_\_\_\_\_.

**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 BUYER’S 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 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 its own expense, a duly executed DEED, without covenants, of the property.

**TOWN OF WARNER, NH**  
**AGREEMENT AND DEPOSIT RECEIPT (Cont'd)**

**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 Warner Town Hall, 5 E. Main Street, Warner, NH. 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 previously made by the parties are merged in this AGREEMENT, which alone fully and completely expresses their respective obligations, and this AGREEMENT is entered into by each party after opportunity for investigation, consultation with legal counsel, title examination, and examination of the property, neither party relying on any representations not embodied in this agreement, made by the other or on his behalf. BUYER acquires the property "AS IS, WHERE IS, WITH ALL FAULTS," and agrees that the Seller has made no representations as to use, nor representations as to title. BUYER understands that the property being conveyed was acquired by the SELLER by tax deed and as a result of the prior owner's default in the payment of property taxes.

**TOWN OF WARNER, NH**  
**AGREEMENT AND DEPOSIT RECEIPT (Cont'd)**

**MISCELLANEOUS:** This instrument, executed in duplicate, is to be construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and ensures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors, agents and assigns; and may be canceled, modified or amended only by a written instrument signed by both the SELLER and the BUYER.

**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 Town, and shall cause same to be filed as required by law.

**RISK OF LOSS:** Risk of loss from any cause shall be upon the Seller until the transfer of the property covered hereby.

ADDITIONAL PROVISIONS:

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WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

**TOWN OF WARNER**

**BUYER**

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

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

Its:  
Duly Authorized  
Date: \_\_\_\_\_

Its:  
Duly Authorized  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

12-036

## TOWN OF WARNER

HORNE STREET 198

900

## ADMINISTRATIVE INFORMATION

## OWNERSHIP

Tax ID 000124

Printed 09/29/2021 Card No. 1 of 1

PARCEL NUMBER  
12-036

TOWN OF WARNER

## TRANSFER OF OWNERSHIP

Parent Parcel Number

Date

10/22/2015

DICKEY, JUDY MAE  
Bk/Pg: 3495, 1162

\$3512

Property Address  
HORNE STREET 198Neighborhood  
13 NEIGHBORHOOD #13Property Class  
900 Exempt: Town

## TAXING DISTRICT INFORMATION

Jurisdiction 219 WARNER, NH

Area 219

Routing Number 2015

EXEMPT

## VALUATION RECORD

Assessment Year	04/01/2015	04/01/2015	04/01/2020	04/01/2020	04/01/2020	04/01/2020	Worksheet
Reason for Change	2015 PRELIM	2015 Reval		Int Inspect	2020 Prelim	2020 Reval	
VALUATION	L	49600	49600	49600	54400	54400	54400
Market	B	71150	71150	44210	63360	74090	74090
	T	120750	120750	93810	112960	128490	128490
VALUATION	L	49600	49600	49600	54400	54400	54400
Assessed/Use	B	71150	71150	44210	63360	74090	74090
	T	120750	120750	93810	112960	128490	128490

## Site Description

Topography:  
RollingPublic Utilities:  
Water, Sewer, ElectricStreet or Road:  
UnpavedNeighborhood:  
StaticZoning:  
OC1-Open Conservation, 1 Homesite ImprovedLegal Acres:  
0.4900

## LAND DATA AND CALCULATIONS

Land Type	Rating Soil ID -or- Actual Frontage	Measured Acreage -or- Effective Frontage	Table Effective Depth	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
		0.4900		1.00	111020.41	111020.41	54400		54400

G: GENERAL

2015: 10/7/14 NTRM.

ADJ FOR UNFIN FLR CVR THRUOUT.

L: LAND

SEPTIC, DRY WELL, DUG WELL, RUN OFF IN SPRING

RE20: 2020 REVALUATION:DWL=V POOR COND.

Supplemental Cards

MEASURED ACREAGE

0.4900

Supplemental Cards

TRUE TAX VALUE

54400

Supplemental Cards  
TOTAL LAND VALUE

54400

## IMPROVEMENT DATA

## PHYSICAL CHARACTERISTICS

Style: Gambrel Colonial  
Occupancy: Single family

Story Height: 1.75  
Finished Area: 1350  
Attic: None  
Basement: None

## ROOFING

Material: Metal  
Type: Gambrel  
Framing: Std for class  
Pitch: Not available

## FLOORING

Slab 1.0  
Sub and joists 1.75  
Unfinished 1.0, 1.75

## EXTERIOR COVER

Wood Shingle 1.0, 1.75

## INTERIOR FINISH

Wood 1.0, 1.75

## ACCOMMODATIONS

Finished Rooms 5  
Bedrooms 3

## HEATING AND AIR CONDITIONING

Primary Heat: Wall/Floor Furnace  
Lower Full Part  
/Bsmt 1 Upper Upper

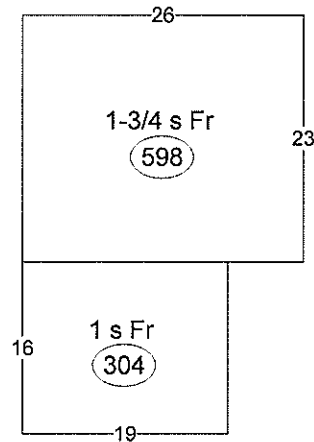
## PLUMBING

#  
3 Fixt. Baths 1 3  
Kit Sink 1 1  
Water Heat 1 1  
TOTAL 5

## REMODELING AND MODERNIZATION

Amount Date

01



COLOR-NATURAL



(LCM: 102.00)

## SPECIAL FEATURES

## SUMMARY OF IMPROVEMENTS

Description	Value	ID	Use	Story Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Depr	Obsol Depr	Market Adj	% Comp	Value
D :HEARTH	1800	D 01	DWELL UTLSHED	0.00 1.75		Fair	1987 1990	1999 1990	FR PR	0.00 13.65	Y N	0.00 11.88	1500 12x 17	100290 2420	19 60	10 0	100 100	100 100	73120 970

Data Collector/Date

NTRL 05/19/2020

Appraiser/Date

DM 04/01/2020

Neighborhood

Neigh 13 AV

Supplemental Cards

TOTAL IMPROVEMENT VALUE

74090



**LEGEND**  
PARCEL NUMBERS ..... 1  
ADJACENT MAPS ..... 2  
MATCH LINE ..... 3

For Assessment Purposes  
Not to be used for Conveyances

PROPERTY MAP  
**TOWN OF WARNER**  
MERRIMACK COUNTY, NEW HAMPSHIRE  
PREPARED BY  
**JAMES W. SEWALL COMPANY** OLD TOWN, MAINE  
SCALE 1 INCH = 400 ± FEET  
REVISED 2011