

# 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 3/4 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 1/2 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..*



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**

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

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

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

**BUYER**

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

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

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

ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
34-026  
Parent Parcel Number

Property Address  
WILLEY LANE 38  
Neighborhood  
19 NEIGHBORHOOD #19

Property Class  
900 Exempt: Town

TAXING DISTRICT INFORMATION

Jurisdiction 219 WARNER, NH  
Area 219  
Routing Number 2015

Site Description

Topography:  
Level  
Public Utilities:  
Water, Sewer, Electric

Street or Road:  
Unpaved

Neighborhood:

Zoning:  
C1-Commercial  
Legal Acres:  
1.9000

OWNERSHIP

TOWN OF WARNER  
PO BOX 265  
WARNER, NH 03278

Tax ID 000484

TRANSFER OF OWNERSHIP

Date  
06/08/2021 ESTATE OF FLANDERS, DAVID &  
Bk/Pg: 3742, 2762 \$0

Printed 10/06/2021 Card No. 1 of 1

EXEMPT

VALUATION RECORD

Assessment Year	04/01/2010	04/01/2012	04/01/2015	04/01/2015	04/01/2020	04/01/2020	Worksheet
Reason for Change	2010 Reval	PICK UPS	2015 PRELIM	2015 Reval	2020 Prelim	2020 Reval	
VALUATION	L 50870	50870	55150	55150	63700	63700	63700
Market	B 11080	13810	16180	16180	20720	20720	20720
	T 61950	64680	71330	71330	84420	84420	84420
VALUATION	L 50870	50870	55150	55150	63700	63700	63700
Assessed/Use	B 11080	13810	16180	16180	20720	20720	20720
	T 61950	64680	71330	71330	84420	84420	84420

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor							
Soil ID	Acreeage		-or-							
-or-	-or-		Depth Factor							
Actual	Effective	Effective	-or-							
Frontage	Frontage	Depth	Square Feet	Base	Adjusted	Extended	Influence			Value
Land Type				Rate	Rate	Value	Factor			
1 Homesite Improved	1.9000		1.00	39210.53	39210.53	74500 0	-5% 1 -10%			63700

B: BUILDING / INTERIOR = LINO, PANEL.  
FLD: \*\*\*FLOODPLAIN\*\*\*  
L: LAND = RD CUTS THROUGH SMALL SECTION  
PU10: ADDED NEW ADDITION TO REAR OF MH & CHANGED ROOF COVER & STYLE, CHANGE MH TO 90%COMP 4/7/10 DJW  
PU11: NO CHANGE TO UC% - 3/2/11 RE  
PU12: 2012 Pick-up  
ADJ UC TO MH AND MOVE TO F.O. LOW QUALITY ADDTN.  
CLOSE OUT PICKUP.

Supplemental Cards

MEASURED ACREAGE 1.9000

Supplemental Cards

TRUE TAX VALUE 63700

Supplemental Cards  
TOTAL LAND VALUE

63700

IMPROVEMENT DATA

PHYSICAL CHARACTERISTICS

Style: Mobile-single

MH Make:  
MH Model: 1.0  
MH Park: 780  
Story Height: None  
Finished Area: None  
Attic: None  
Basement: None

ROOFING  
Material: Metal stand seam  
Type: Gable  
Framing: Std for class  
Pitch: Not available

FLOORING  
Slab 1.0  
Carpet 1.0

EXTERIOR COVER  
Aluminum

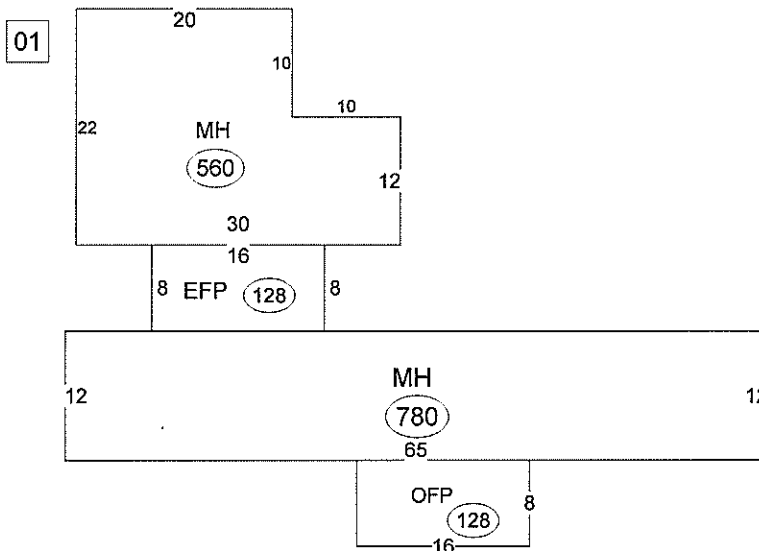
INTERIOR FINISH

ACCOMMODATIONS  
Finished Rooms 5  
Bedrooms 3

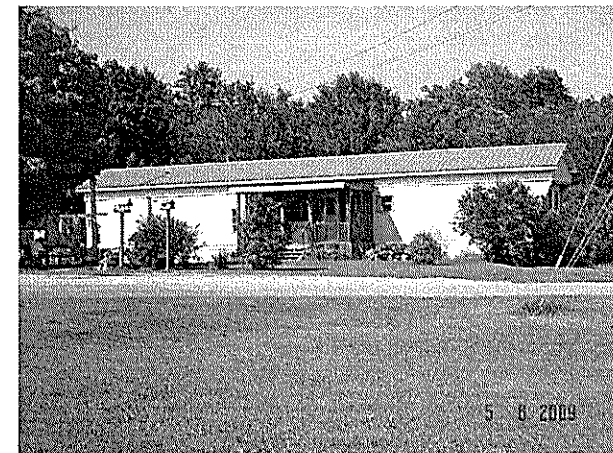
HEATING AND AIR CONDITIONING  
Primary Heat: Forced hot air  
Lower Full Part  
/Bsmt 1 Upper Upper

PLUMBING  
#  
4 Fixt. Baths 1 4  
2 Fixt. Baths 1 2  
Kit Sink 1 1  
Water Heat 1 1  
TOTAL 8

REMODELING AND MODERNIZATION  
Amount Date



COLOR - BLUE



(LCM: 100.00)

SPECIAL FEATURES

SUMMARY OF IMPROVEMENTS

Description	Value	ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	FR	Base Rate	Feat- ures	Adj Rate	Size or Area	Computed Value	Phys Depr	Obsol Depr	Market Adj	% Comp	Value
M MHOME	0.00					Avg	1980	1989	FR	67.28	N	67.28	1x1340	101870	79	5	100	100	20320
01 UTLSHED	0.00	1				Avg	999	999	AV	0.00	N	0.00	0	0	0	SV	0	100	400

Data Collector/Date  
NTRM 08/29/2014

Appraiser/Date  
DM 04/01/2020

Neighborhood  
Neigh 19 AV

Supplemental Cards  
TOTAL IMPROVEMENT VALUE 22720



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

For Assessment Purposes  
 Not to be used for Conveances

PROPERTY MAP  
**TOWN OF WARNER**  
 MERRIMACK COUNTY, NEW HAMPSHIRE  
 PREPARED BY  
 JAMES W. SEWALL COMPANY OLD TOWN, MAINE  
 SCALE 1 INCH = 100 ± FEET  
 REVISED 2012