PUBLIC AUCTION



TOWN OWNED PROPERTY

FRIDAY, OCTOBER 25, 2024 AT 1:00 PM 2174 Weare Road, Henniker, NH

Sale to be held at HENNIKER COMMUNITY CENTER, 57 Main Street, Henniker, NH







ID#24-204 · We have been retained by the Town of Henniker to sell at **PUBLIC AUCTION** this town-owned property that was acquired by Tax Collector's Deed. 1996 Built conventional style home located on a 10.9± acre comm/recreational zoned lot located just off Rt. 114 * Home offers 1,152± SF GLA, 2 BR, 1 BA * Features include wood deck to rear, detached shed, outbuildings & Woodstove Heat * Home is serviced by private well, septic unknown * Assessed Value: \$251,500. 2023 Taxes: \$5,629. Tax Map 12, Lot 745A.

10% BUYERS PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

TERMS: \$10,000 non-refundable deposit by cash, certified/bank check or other tender acceptable to the Town of Henniker at time of sale, balance of purchase price along with buyer's premium due within 30 days from the sale date. Conveyance by deed without covenants. Sale is subject to Town confirmation. The property 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.

ADDITIONAL INFORMATION & PHOTOS ARE AVAILABLE ON OUR WEBSITE







AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this day of, 2024, by and between the Town of
Henniker, a municipal corporation organized under the laws of the State of New Hampshire, having a principal
place of business at 18 Depot Hill Rd, New Hampshire 03242 (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 Henniker, New Hampshire, known as:
•
Map: 12 Lot: 745 Sub: 0A Addresss: 2174 Weare Rd Henniker, NH
PRICE: The SELLING PRICE is \$
The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$10,000.
The BALANCE OF THE SELLING PRICE shall be payable at closing, and tendered in cash, certified check
or bank treasurer's 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 10 % equals BUYERS PREMIUM \$

Payment of such an amount by the BUYER in accordance with the previous clause, by cash, certified check or bank treasurer's 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, 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, 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.

AGREEMENT AND DEPOSIT RECEIPT (Cont'd)

TRANSFER OF TITLE: Shall be given on or before thirty (30) 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 Henniker Town Offices. **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 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 the 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.

ACKNOWLEDES 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 heretofore made between the parties hereto are merged in 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 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.

ADDITIONAL PROVISIONS:		
		_
WITNESS: The signatures of the ab	ove-mentioned parties on the dates as noted below.	
TOWN OF HENNIKER	BUYER	
By:	By:	
Its:	Its:	
Duly authorized	Duly authorized	
Date:	Date:	
Witness:	Witness:	

Map: 00001	12	Lot: 000745	Sul	o: 00000A	C	card: 1 of	1	2174	WEARE R	D		HENNIKER	Printed:	05/04/2024
OWNER INFORMATION					SALES HISTORY							PI	CTURE	
2174 WEARI	E ROA	D LLC		Date			ype	Price Grant			-			
				07/25/201			I 51	68,200 JOOS						
6 INDIAN RID	GE RO	AD		07/11/199	2062	1343	V V	20,000 BRUN	INHOELZL F	REDERICK				
o ii (Birii (idib	OL RO	15												
G0177700000		2222												
CONTOOCOO														
05/00/00		TING HISTORY			NOTES HOT TUB ON WDK IF 08: REZONED CR1 15: LOT SIZE 570X832 PER DEED									
07/30/20 05/09/18	SS14 BL01	FIELD REVIEW MEASUR+1VISIT		l l										
03/09/18	GH98	ASSESSOR REVIEW						OOR FRONT DECH ED=NV (COND), SH		JE 1/:				
03/01/16	GH98	ASSESSOR REVIEW				*		RIOUS OBS=NV (
08/05/15	KL14	FIELD REVIEW		ADDED	-IVV, OLD I	VIII—IV V (C)	JND), VA	NIOUS OBS-IVV (COND) WDK	•				
05/07/15	GH98	ASSESSOR REVIEW		NDDED										
03/10/15	GH98	ASSESSOR REVIEW												
03/11/14	GH98	ASSESSOR REVIEW												
				EXTRA FE	ATURES V	ALUATIO:	N					MUNICIPAL SOI	TWARE BY AV	ITAR
Feature Type	<u>;</u>		Units L	ngth x Width	Size Ad	j Rate	Con	d Market Value	Notes			HENNIKE	R ASSESSI	NG
SHED-WOOD			260	10 x 26	122		0.00 3	0 952	2 Year: 2005		_			NG
DECK			144	144 x 1	17	1 7	.00 3	0 517	Year: 2005			OF	FICE	
								1,500						
												PARCEL TOTAL	L TAXABLE VA	LUE
											Year	Building	Features	Land
											2022	\$ 121,900	\$ 1,500	\$ 128,000
													Parcel Tota	al: \$ 251,400
											2023	\$ 121,900	\$ 1,500	\$ 128,000
													Parcel Tota	al: \$ 251,400
											2024	\$ 121,900	\$ 1,500	\$ 128,100
													Parcel Tota	•
				LA	ND VALUA	ΓΙΟΝ						LAST REVA	LUATION: 2022	}
Zone: COMM	RECRE	ATIONAL Minimum A	creage:	2.00 Minim	um Frontag	e: 125					Site:	AVERAGE Driveway	: GRAVEL/DIRT	Road: PAVED
Land Type		Units	Base R	ate NC	Adj Si	te Road	DWay	Topography	Cond	Ad Valorem	SPI R	Tax Value Notes		
1F RES		2.000 ac	12	27,000 E	100 10	00 100	95	95 MILD	95	108,900	0 N	108,900 ACC		
1F RES		8.890 ac	X	2,500 X	96			90 ROLLING	100 _	19,200	0 N	19,200		
		10.890 ac								128,100		128,100		



