

(9) TAX DEEDED PROPERTIES IN ROCHESTER, NH AT

# PUBLIC AUCTION

SINGLE FAMILY HOME ON 0.44± ACRE • BUILDING LOT • EAST ROCHESTER FIREHOUSE  
(3) MANUFACTURED HOMES • UNDEVELOPED WOODED LOTS

SATURDAY, OCTOBER 5 AT 10:00 AM

Sale to be held at the Rochester City Hall, 31 Wakefield Street, Rochester, NH

Registration from 9:00 AM

ID#19-248 • We have been retained by the City of Rochester to sell at PUBLIC AUCTION these (9) properties which were acquired by Tax Collector's Deed. These properties have a total assessed value of \$373,000 & appeal to investors, abutters, & builders.

**SALE # 1: Tax Map 103, Lot 123, 19 Main Street**



1902 fire station located on a 0.07± acre lot formerly the East Rochester Firehouse • Building features 5,916± SF GBA, (2) ½ BA, brick exterior, & 1-car under garage • Neighborhood Mixed Use zoned & served by city water & sewer • Assessed Value: \$202,800. 2018 Taxes: \$5,581. **DEPOSIT: \$5,000**

**SALE # 2: Tax Map 115, Lot 8, 5 Lois Street**



New Englander style home located on a 0.44± acre lot w/frontage along Lois St. & Margaret St. • Home features 1,083± SF, 5 RMS, 2 BR, & 1BA • Detached garage & R1- Residential zoning district • City water & sewer • Assessed value: \$62,500. 2018 Taxes: \$1,720. **DEPOSIT: \$5,000**

**SALE # 3: Tax Map 256, Lot 70-39, 10 Lanai Drive**



Mfd. home located in Briar Ridge Estates mobile home community • Home was built in 1988 & contains 1,296± SF, 6 RMS, 2 BR, & 1 ¾ BA

• Vinyl siding, storage shed, enclosed rear porch, FHA/propane heat • City water & septic system • Assessed value: \$49,700. 2018 Taxes: \$1,368. **DEPOSIT: \$2,500**

**SALE # 4: Tax Map 222, Lot 4-120, 12 Downfield Lane**



1971 Manufactured home in the Chestnut Hill mobile home community • Home consist of 816± SF, 4 RMS, 2 BR, & 1 BA • Open front deck, vinyl siding, metal roof, FHA/oil heat • City water & septic system • Assessed value: \$11,100. 2018 Taxes: \$306 **DEPOSIT: \$2,500**



**SALE # 5: Tax Map 259, Lot 16-37, 24 D'Amours Avenue** • Manufactured home built in 1971 located in the Paradise Park mobile home community • Home has 624± SF, 4 RMS, 2 BR, & 1 BA • Vinyl siding, enclosed side porch, & FHA/oil heat • Well & septic system • Assessed value: \$7,900. 2018 Taxes: \$218. **DEPOSIT: \$2,500**

**SALE # 6: Tax Map 125, Lot 35-1, 35 Linden Street** • Wooded 0.17± acre buildable lot located in a quiet residential neighborhood just 1 mile from Downtown Rochester • Gently rolling in topography & slopes slightly down from the road • Assessed value: \$31,700. 2018 Taxes: \$872. **DEPOSIT: \$2,500**

**SALE # 7: Tax Map 202, Lot 8, Old Wakefield Road** • Undeveloped 2.2± acre lot located in north Rochester close to the Milton Town Line • Lot is landlocked & Agricultural Zoned • Assessed value: \$5,500. 2018 Taxes: \$151. **DEPOSIT: \$1,000**

**SALE # 8: Tax Map 239, Lot 120, Dora Drive** • Undeveloped 0.37± acre lot located at the end of a dead end street • Lot is wooded & Residential 2 zoned • Assessed value: \$900. 2018 Taxes: \$25. **DEPOSIT: \$1,000**

**SALE # 9: Tax Map 108, Lot 43, Broadway Street** • Undeveloped 0.37± acre lot located at the end of a dead end street in East Rochester • Lot is wooded & Residential 1 zoned • Assessed value: \$900. 2018 Taxes: \$25. **DEPOSIT: \$1,000**

**10% BUYER'S PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING**

PREVIEW FOR SALES 1, 3, 4 & 5: By appointment w/auctioneers.

SALES 2, 6, 7, 8 & 9: The properties 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 City of Rochester at time of sale, balance due within 30 days. **SALES ARE SUBJECT TO CITY CONFIRMATION. THE CITY OF ROCHESTER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.** Conveyance by deed without covenants. 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 & MORE DETAILS ARE AVAILABLE ON OUR WEBSITE



**James R. St. Jean**  
AUCTIONEERS

45 Exeter Road, Epping, NH 03042, NH Lic. #2279

**603-734-4348 ■ www.jsjauctions.com**



## **PURCHASE AND SALE AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **The City of Rochester**, a New Hampshire municipality with an address of 31 Wakefield Street, Rochester, County of Strafford and State of New Hampshire (hereinafter referred to as "Seller") and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter referred to as "Buyer")

### *WITNESSETH:*

WHEREAS, Seller is the owner in fee simple of a certain tract of land located in the City of Rochester, County of Strafford and State of New Hampshire more fully described in deed from \_\_\_\_\_ to Seller dated \_\_\_\_\_ recorded in the Strafford County Registry of Deeds at Book \_\_\_\_, Page \_\_\_\_\_.

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, upon and subject to the terms and conditions set forth below,

NOW THEREFORE, in consideration of the mutual covenants, agreements and other consideration of the parties described herein, Seller and Buyer covenant and agree as follows:

1. Sale and Purchase of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Premises, inclusive of all building and any personal property thereon, for the consideration and upon the terms and conditions hereinafter stated, subject to the conditions precedent to Buyer's obligation for perform as set forth in detail in this Agreement.

2. Premises to Be Conveyed. The Premises shall include all rights and easements appurtenant thereto, and any and all right, title and interest of Seller, in and to any award made or to be made in lieu thereof for any taking or condemnation subsequent to the date hereof, either paid or unpaid and all personal property remaining on the Premises.

3. Purchase Price. Subject to the terms and conditions of this Agreement, Buyer shall buy the Premises and pay Seller therefore the sum of \_\_\_\_\_) (the "Purchase Price"), payable as follows:

(a) Deposit. The Buyer shall deliver to James R. St. Jean Auctioneers, LLC, as escrow agent ("Escrow Agent"), on the execution of this Agreement the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (said amount being referred as the "Deposit").

The Escrow Agent shall hold the Deposit in a non-interest bearing account. If Seller fails or refuses to perform its obligations under this Agreement, or if this Agreement is terminated by the Buyer in accordance with the provisions relating to termination set forth herein, then the Deposit shall be returned by the Escrow Agent to the Buyer. If Buyer fails or refuses to perform its obligations under this Agreement, then the

Deposit shall be disbursed by the Escrow Agent to Seller. Upon a closing of this transaction, the Deposit shall be disbursed by the Escrow Agent to Seller and applied against the Purchase Price.

(b) Closing Payment. Buyer shall pay the balance of the Purchase Price, namely \_\_\_\_\_, to Seller at Closing (as defined below) by bank check or wire transfer in accordance with wire instructions to be provided by Seller to Buyer in writing prior to Closing and subject to all adjustments made pursuant to this Agreement.

(c) Buyer's Premium Due. The Purchase Price does not include the Buyer's Premium of ten percent (10 %) of the Purchase Price, due to the Auctioneer at closing.

Purchase 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 City's obligation to convey title. This Buyer's Premium is in addition to the Purchase Price and is payable directly to the Auctioneer.

4. Due Diligence Period/Property Inspections.

(a) Title. The property is being sold in "As Is" condition. The City makes NO WARRANTY of any information contained herein. The parcel is being sold without warranty as to suitability for building, the ability to gain any desired regulatory approval from the City (i.e. zoning compliance), or the absence of any environmental hazard. The property is being sold as a property without any warranties or guarantees regarding chain of title or condition of the real estate. Bidders are responsible for performing their own due diligence appropriate to the purchase of any real estate. The City makes no representation that any title search whatsoever has been conducted and makes no representation regarding the quality of the title held by the City or to be transferred by the City.

5. General Conditions Precedent to Buyer's Obligation to Perform. The obligation of Buyer to purchase the Premises is subject to the fulfillment, prior to closing or at closing, of all of the following conditions, any one or more of which at Buyer's option, may be waived;

(a) All the representations and warranties made by Seller herein shall be true and correct as of the date of closing.

(b) All of Seller's obligations hereunder shall be fully performed.

If any of the foregoing General Conditions are not satisfied at the closing, Buyer at its election may waive such conditions to complete this purchase or may cancel this Agreement. If Buyer shall elect to cancel this Agreement due to the failure of a general

condition precedent, there shall be no further recourse to either party hereunder except that if Buyer's cancellation shall be due to a willful breach or a breach resulting from gross negligence of a specific obligation, warranty or representation of Seller, Buyer shall have all its remedies at law and equity, and shall not be required to turn over any plans, engineering studies or the like as herein provided; provided, however, there shall be no consequential damages permitted.

6. Date of Closing and Possession. The closing shall take place no later than \_\_\_\_\_, provided that all specific contingencies have been satisfied, at the Office of the City Attorney, 31 Wakefield Street, Rochester, NH or such other location as the parties may mutually agree. Possession of the Premises shall be delivered to Buyer on the date of closing, free and clear of all tenants.

10. Liquidated Damages. In the event that Buyer fails to close this transaction after fulfillment of all conditions, and title is good and marketable, Seller shall, as his sole remedy at law, in equity or otherwise, retain the amount of the Deposit plus interest earned, if any, paid as liquidated damages, in which event this Agreement shall thereupon be cancelled and Buyer shall be released of all further liability thereunder. It is hereby agreed that Seller's damages, without sale, will be difficult of ascertainment and that the Deposit constitutes a reasonable liquidation thereof and not a penalty.

11. Specific Performance. As an alternative to a remedy at law for contractual damages in the event of Seller's breach, Buyer, at Buyer's election, shall have the right of specific performance in accordance with the general principles of equity.

12. Deed. At closing Seller shall convey to Buyer title to the Premises by duly executed Quitclaim Deed, (hereinafter referred to as "Deed").

13. Seller's Specific Contingencies. The following contingencies must be satisfied prior to Seller's performance hereunder:

(a) In accordance with Rochester City Ordinance 4.4, the auction sale of any tax deeded property must be confirmed by majority vote of the City Council.

14. Notices. Whenever it shall be necessary or appropriate under the provisions of this Agreement that notice be given by one party to another, such notice shall be given in writing at the address as above given. Such notice shall be deemed effective one day after it is mailed and placed for delivery by United States Postal Service.

15. Default. In the event of Buyer's failure or refusal to perform hereunder, Seller may retain the Deposit as complete liquidated damages as its sole remedy. If the transaction contemplated hereunder shall not be consummated as the result of Seller's default or its inability to perform or fulfill any obligation hereunder, Buyer shall receive a refund of the Deposit, and Seller shall have no further liability or

obligations hereunder, unless Seller's failure to close is willful or attributable to Seller's bad faith, in which case Buyer may, at its election, seek specific performance of this Agreement. The parties shall not be entitled to seek or receive any remedies at law or in equity, except as provided in this Section.

16. Brokers. Each party shall indemnify and hold harmless the other for any claims made by any broker claiming to represent that party in regard to this transaction. Each party represents that they have engaged no broker in this transaction. The aforesaid obligation to hold harmless and indemnify shall include all costs, expenses, reasonable attorney's fees, and any settlement or payment of judgment.

17. Miscellaneous.

(a) This Agreement and the rights of the parties hereunder will be governed by New Hampshire law.

(b) This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter thereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, except as contained herein except as may be needed to carry out the terms of this Agreement.

(c) This Agreement cannot be changed orally, but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent, amendment or discharge is sought.

(d) The provisions of this Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and assigns.

(e) Any terms, conditions, warranties, representations, covenants and indemnities herein which are or may be performed in whole or in part subsequent to the closing, shall survive such closing and shall not be rendered ineffectual by the passage of title.

(f) The parties acknowledge that they were represented by counsel and this Agreement shall be construed fairly as to all parties and not in favor of or against any party regardless of which party prepared this Agreement or the relative bargaining strength of the parties.

18. Subsequent Events. From and after the date hereof Seller shall give prompt written notice of any notice or information received by Seller of the occurrence of any event which would or with the passage of time would, prevent Seller from performing its obligations hereunder and constitute a breach of warranty or representation.

19. Execution in Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same instrument.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this on the date first above written in their capacities listed below.

Seller – City of Rochester

\_\_\_\_\_  
Witness  
Dated: October 5, 2019

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

Buyer – \_\_\_\_\_

\_\_\_\_\_  
Witness  
Dated: October 5, 2019

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

Its \_\_\_\_\_, duly authorized





**Exterior Information**

Type	11 - MANUFACTURED		
Story Height	1 - 1		
(Liv) Units	1	Total	1
Foudation	12 - PIER/SLAB		
Frame	01 - WOOD		
Prime Wall	4 - VINYL		
Sec Wall			
Roof Struct	1 - GABLE		
Roof Cover	1 - ASPH SHINGLE		
Color	WHITE		
View/Desir	AVERAGE		
Bld Name			

**Bath Features**

Full Bath	1	Rating	SAME
A Bath		Rating	
3/4 Bath	1	Rating	SAME
A 3QBath		Rating	
1/2 Bath		Rating	
A HBath		Rating	
Othr Fix		Rating	

**Other Features**

Kitchen	1	Rating	SAME
A Kitchen		Rating	
Fireplace		Rating	
WSFlues		Rating	

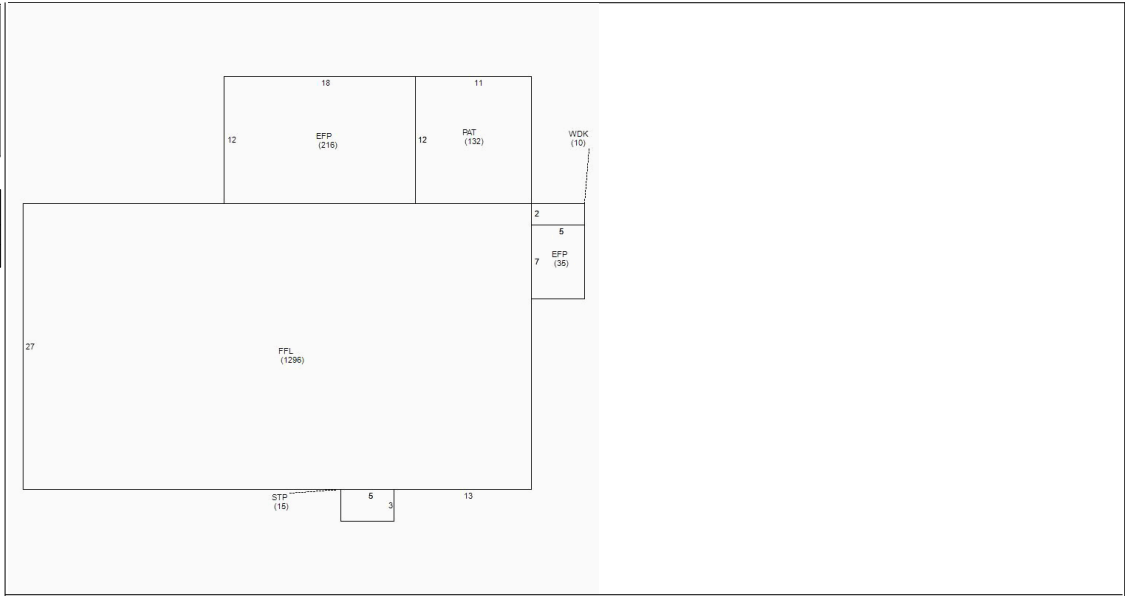
**Comments**

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**Res Breakdown (First 4 Only)**

No Unit	Rooms	Bed Rooms	Floor
1	6	2	M
Totals			
1	6	2	

**Sketch**



**General Information**

Grade	C - AVERAGE		
Year Blt	1988	Eff Yr Blt	
Alt LUC		Alt %	
Jurisdic	Fact	1.00000	
Const Mod			
Lump Sum Adj			

**Condo Information**

Location	
Total Units	0
Floor	
% Own	
Name	

**Remodeling Mobile Home**

Exterior	Make	OXFORD
Interior	Model	2848
Additions	Serial #	OH-MDW-345 A&B
Kitchen	Year	1988
Baths	Color	-5

0256-0070-0039

**Parcel ID**

**Interior Information**

Avg HI/FI	
Prime Int Wall	8 - PANELING
Sec Int Wall	
Partition	T - TYPICAL
Prim Floors	8 - AVERAGE
Sec Floors	

**Depreciation**

Phys Cond	AV - Average	52%
Functional		
Economic		
Special		
Override		
Total		52%

**Calc Summary**

Basic \$ / SQ	55.42000
Size Adj	0.97315
Const Adj	0.96000
Adj \$ / SQ	51.77000
Other Features	17,385.00
Grade Factor	1.00000
NBHD Inf	1.05500
NBHD Mod	1.00000
LUC Factor	1.00000
Adj Total	98,351
Depreciation	51,143
Depricated Total	47,208

**Comparable Sales (First 7 Only)**

Rating	Parcel ID	Type	Date	Sale Price

**Sub Area (First 8 Only)**

Code	Description	Area - SQ	Rate - AV	Undepr Value	
FFL	1ST FLOOR	1,296.00	51.770	67,093.92	
PAT	PATIO	132.00	4.540	599.28	
STP	STOOP	15.00	13.850	207.75	
WDK	WOOD DECK	10.00	18.400	184.00	
EFP	ENCL PORCH	251.00	30.870	7,748.37	
Net Sketched Area		1,704.00	Total	75,833.32	
Size Adj	1,296.00	Gross Area	1,704.00	Fin Area	1,296.00

**Sub Area Detail (First 10 Only)**

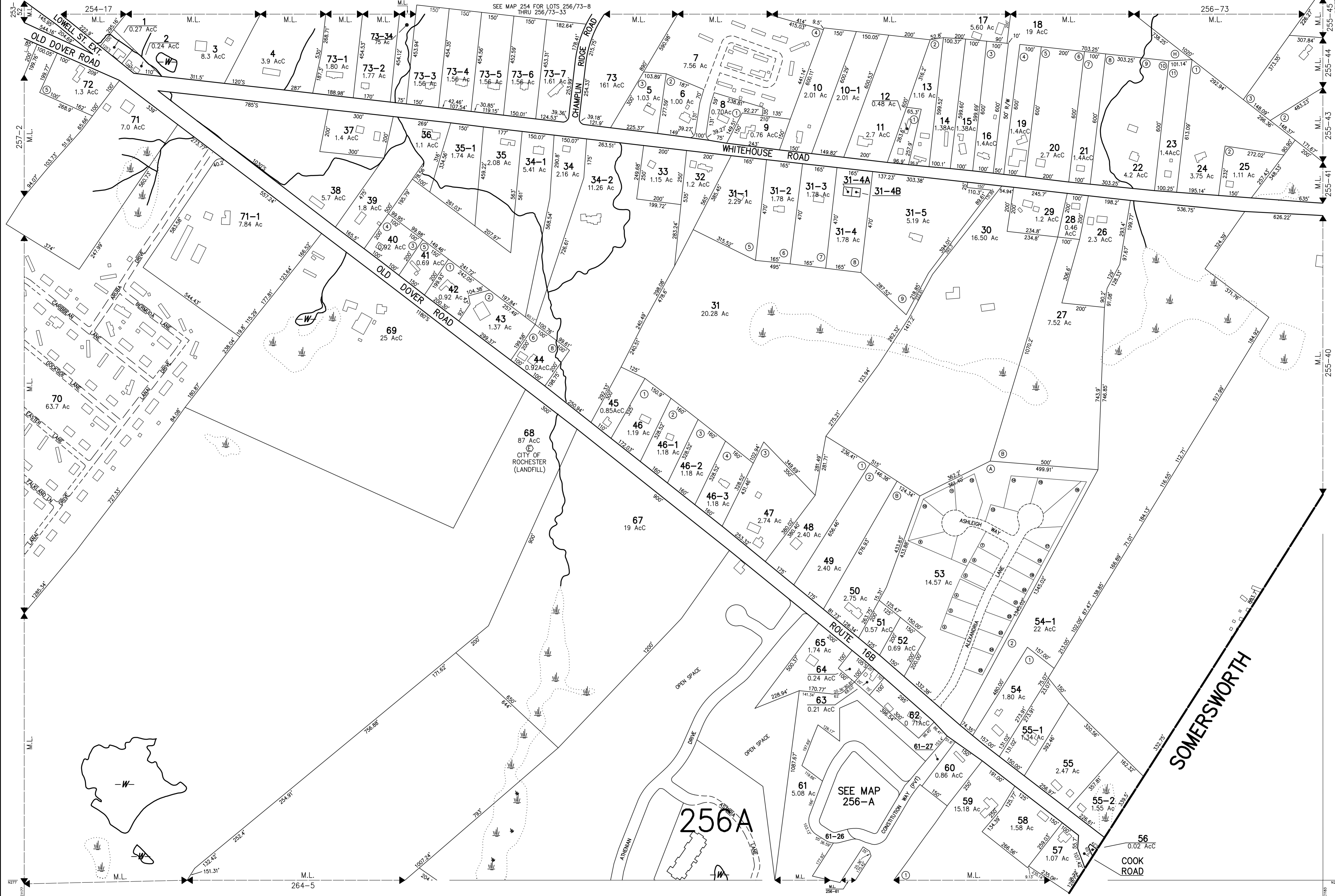
Sub Area	% Usbl	Description	% Type	Qu	# of Tenants

**Special Features/Yard Items (First 20 Lines Only)**

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB	Fact	Appr Value	J Code	J Fact	Juris Value
01	SHED FRAME	D	Y	1	168.00	C	AV	1989	5.93	T	40%	106	1.00000	5182	1.00000	600.00		1.00000	600.00
45	LEAN TO	A	Y	1	72.00	C	AV	1990	4.41	T	40%	106	1.00000	5182	1.00000	200.00		1.00000	200.00
12	WOOD DECK	D	Y	1	348.00	D	AV	1996	7.15	T	30%	106	1.00000	5182	1.00000	1,700.00		1.00000	1,700.00
More	N			Total Yard Items				2,500.00	Total Special Features							Total SFYI			2,500.00

**Image**





THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM.

PHOTOGRAPHY DATE: APRIL 28, 1990

COMPLETION DATE: JUNE 30, 1992

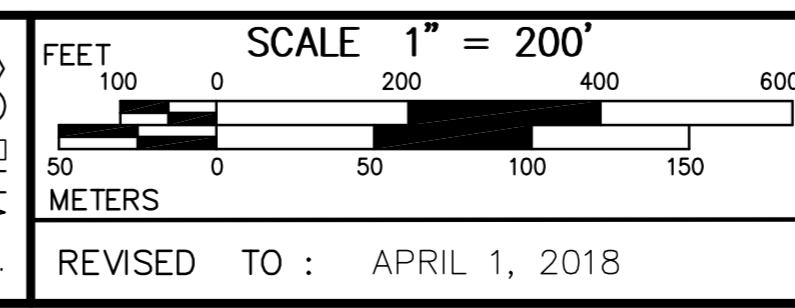
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**LEGEND**

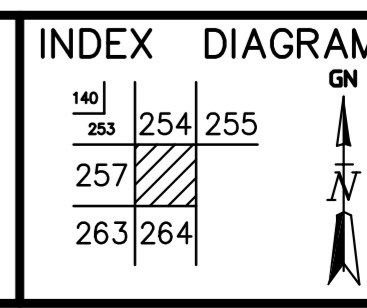
AREA SURVEYED .....	Ac	EXEMPT PROPERTY.....	(E)
AREA CALCULATED .....	AcC	SUBDIVISION LOT NO.....	(L)
RECORD DIMENSION .....	100'	BUILDING.....	(B)
SCALED DIMENSION .....	100'S	RIGHT OF WAY.....	(R/W)
MATCH LINE .....	M.L.	COMMON OWNERSHIP.....	(C/O)
WATER .....	(W)	WETLANDS.....	(W)



PROPERTY MAPS

**ROCHESTER**

NEW HAMPSHIRE



MAP NO.

**256**