

TAX DEEDED PROPERTY IN ROCHESTER, NH AT PUBLIC AUCTION

2-BR MANUFACTURED HOME

**FRIDAY, DECEMBER 6 AT 4:00 PM
24 CHEROKEE WAY, ROCHESTER, NH**



— SALE TO BE HELD ON SITE —

ID #19-279 • We have been retained by the City of Rochester to sell at PUBLIC AUCTION, this residential property which was acquired by Tax Collector's Deed • Manufactured home located in the Cocheco River Estates, a 55+ community • Home built in 1986 includes 1,211± SF GLA, 5 rooms, 2 bedrooms, & 1 ¾ bath • Wood deck, screen porch, vinyl siding, storage shed, & FHA/oil heat • Served by city water & septic system.



Real Estate & Tax Data: Tax Map 216, Block 26, Lot 46. Assessed Value: \$38,900. 2018 Taxes: \$1,071.

Preview: Day of sale from 3:00 PM or by appointment with auctioneer.

Terms: \$5,000 deposit by cash, certified check, bank treasurer's check or other 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. Property sold "as is, where is" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

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

All information herein is believed but not warranted to be correct. All interested parties are advised to make independent investigations of all matters they deem relevant.

ADDITIONAL INFORMATION & PHOTOS 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, known as Tax Map_____, Lot_____, Address_____.

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 deed without covenants, (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: December 6, 2019

By:_____

Buyer – _____

Witness

Dated: December 6, 2019

By: _____

Its _____, duly authorized

Buyer's initials _____

Seller's initials _____

0216 0026 0046

Map Block Lot

Building Location
24 CHEROKEE WAY

MOBILE HOME

Acct: 7380

Total Card 38,900 /

Total Parcel 38,900

APPAISED:

USE VALUE:

ASSESSED:

38,900 /

0 /

38,900 /

38,900

0

38,900

City of Rochester

Property Location

No.	Alt No.	Direction/Street/City
24		CHEROKEE WAY, ROCHESTER

Ownership

Owner 1	Unit No.
TAYLOR ROBERT S & ELIZABETH	
Owner 2	
Owner 3	
Street 1	24 CHEROKEE WAY
Street 2	
Town/City	ROCHESTER
St/Prov	NH Country
Postal	03867
Occ	N
Type	

Previous Owner

Owner 1	MARSTON MARY ANN &
Owner 2	SELBY MICHELE A
Street 1	7 WILSON ST
Town/City	ROCHESTER
St/Prov	NH Country
Postal	03867

Narrative Description

This parcel contains 0.00000 PA of land mainly classified as MFG IN PARK with a MANUFACTURED Building built about 1986, having primarily VINYL Exterior and 1,211 Square Feet, with 1 Residential Unit, 1 Bath, 1 3/4 Bath, 5 Rooms, and 2 Bdrms.

Other Assessments

Code	Description	Amount	Com Int

Property Factors

Item	Code	Description	%	Item	Code	Description
Zone 1				Utility 1	0	SEPTIC
Zone 2				Utility 2	3	CTY WTR PBO
Zone 3				Utility 3	4	NONE
Census Tract				Exempt		
Flood Hazard						
District 1	RO	ROCHESTER	0	Topo	1	LEVEL
District 2				Street	1	PAVED
District 3				Traffic	2	LIGHT

Land Section (First 9 Lines Only)

Use Code	Description	LUC Factor	No of Units	Depth Price/Unit	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adjusted Unit Price	Neigh	Neigh Infl	Neigh Modifier	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	Juris	Land Factor	Assessed Value	Notes
106	MFG IN PARK	1.0000	0.0000		PRIMARY ACRE	SITE	1.00000				5092	1.000										0			1.00000		
Total AC/Ha			0.00000		Total SF/SM		0.00000		Parcel LUC	106	MFG IN PARK			Prime NB Desc	COCHECO					Total		Total			Total		

In Process Appraisal Summary (First 4 Lines Only)

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
106	0.00	38,600.00	300.00	0.00	38,900.00
Total Card	0.00	38,600.00	300.00	0.00	38,900.00
Total Parcel	0.00	38,600.00	300.00	0.00	38,900.00
Source	Mkt Adj Cost	Total Value per Sq Unit /Card	32.12	/Parcel	32.12

Previous Assessment (First 9 Lines Only)

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Assessed Value	Notes	Date
2018	106	FV	38,600	300	0.0000	0	38,900	38,900	Year End Roll	09/19/2018
2017	106	FV	38,600	300	0.0000	0	38,900	38,900	Year End Roll	09/07/2017
2016	106	FV	32,700	300	0.0000	0	33,000	33,000	Year End Roll	09/08/2016
2015	106	FV	32,700	300	0.0000	0	33,000	33,000	Year-end	10/01/2015
2014	106	FV	32,700	300	0.0000	0	33,000	33,000	Year End Roll	09/29/2014
2013	106	FV	34,900	300	0.0000	0	35,200	35,200	Year End Roll	09/04/2013
2012	106	FV	34,900	300	0.0000	0	35,200	35,200	Year End Roll	09/20/2012
2011	106	FV	34,900	300	0.0000	0	35,200	35,200	Year End Roll	09/27/2011
2010	106	FV	43,400	300	0.0000	0	43,700	43,700	roll	08/26/2010

Sales Information (First 5 Lines Only)

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	TSF	Verification	Notes
MARSTON MARY ANN &	4080-560	4	12/12/2012	Val Lnd&Bldg	35,000.00	No	No	OTHER	
ROBINSON RICHARD & ERIKA	3301-608	4	12/02/2005	Val Lnd&Bldg	65,000.00	No	No	OTHER	
JORDAN GEORGETTE P	1804-40	4	05/26/1995	Val Lnd&Bldg	33,500.00	No	No	OTHER	
TOYS MANUFACTURED HOUSE	1230-793	4	05/15/1986	Val Lnd&Bldg	0.00	No	No	OTHER	

Building Permits (First 8 Lines Only)

Date	Number	Description	Amount	CO	Last Visit	Fed Code	F. Description	General Notes
02/03/2016	M-16-5	STG TANK	1,450.00	CE		2	MANUF HOME	INSTALLING 275 GAL OIL

Activity Information (First 11 Lines Only)

Date	Result	By	Name
04/10/2017	EXT ONLY	NM	NANCY
12/18/2012	DEED CHANGE	VK	VERNA
06/06/2012	INTER ONLY	TG	THERESA
07/21/2011	EXT ONLY	VB	VERNA
12/04/2009	OWN ADD CHG	GN	GAYE
12/29/2005	DEED CHANGE	GN	GAYE
11/30/2005	OWN ADD CHG	GN	GAYE
12/19/2003	MEAS+HNSPCTD	TM	TOM
03/07/2000	NO INSP	GN	GAYE

Sign:

_ / _ / _



ASR Map
Factor District
Reval District
Market Area
Year
Change Reason

Card

1 of 1

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	TAN		
View/Desir	AVERAGE		
Bld Name			

General Information

Grade	C - AVERAGE		
Year Blt	1986	Eff Yr Blt	
Alt LUC		Alt %	
Jurisdct		Fact	1.00000
Const Mod			
Lump Sum Adj			

Interior Information

Avg Ht/Ft			
Prime Int Wall	8 - PANELING		
Sec Int Wall			
Partition	T - TYPICAL		
Prim Floors	8 - AVERAGE		
Sec Floors			
Basement Floors			
Subfloor			
Basement Garage			
Electric	3 - TYPICAL		
Insulation	2 - TYPICAL		
Int vs Ext	SAME - SAME		
Heat Fuel	1 - OIL		
Heat Type	1 - FORCED W/A		
# Heat Sys	1.00		
% Heated	100	% AC	100
Solar HW	No	Cntrl Vac	No
% Com Wall	0	% Sprinkled	0

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	80.00	C	AV	1986	7.01	T	40%	106	1.00000	5092	1.00000	300.00		1.00000	300.00
More	N			Total Yard Items				300.00	Total Special Features							Total SFY			300.00

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	1	Rating	SAME

Other Features

Kitchen	1	Rating	SAME
A Kitchen		Rating	
Fireplace		Rating	
WSFlues		Rating	

Condo Information

Location			
Total Units	0		
Floor			
% Own			
Name			

Depreciation

Phys Cond	AV - Average	56%
Functional	SW - SINGLEWII	10%
Economic		
Special		
Override		
Total		60%

Calc Summary

Basic \$ / SQ	55.42000
Size Adj	0.98179
Const Adj	0.96000
Adj \$ / SQ	52.23000
Other Features	17,990.00
Grade Factor	1.00000
NBHD Inf	1.13000
NBHD Mod	1.00000
LUC Factor	1.00000
Adj Total	97,353
Depreciation	58,801
Depricated Total	38,552

Comments

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Res Breakdown (First 4 Only)

No Unit	Rooms	Bed Rooms	Floor
1	5	2	M
Totals			
1	5	2	

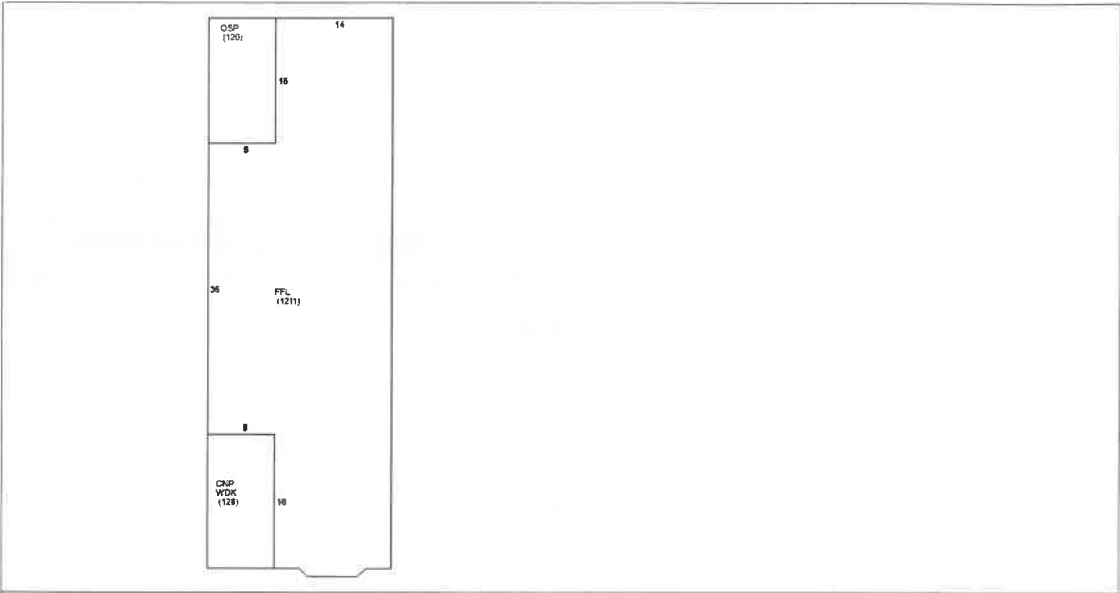
Remodeling Mobile Home

Exterior		Make	PARKWOOD
Interior		Model	PB-134
Additions		Serial #	PBI-6476
Kitchen		Year	1986
Baths		Color	-3

0216-0026-0046

Parcel ID**Comparable Sales (First 7 Only)**

Rating	Parcel ID	Type	Date	Sale Price
WtAv\$/SQ		AvRate		
Ind Val				

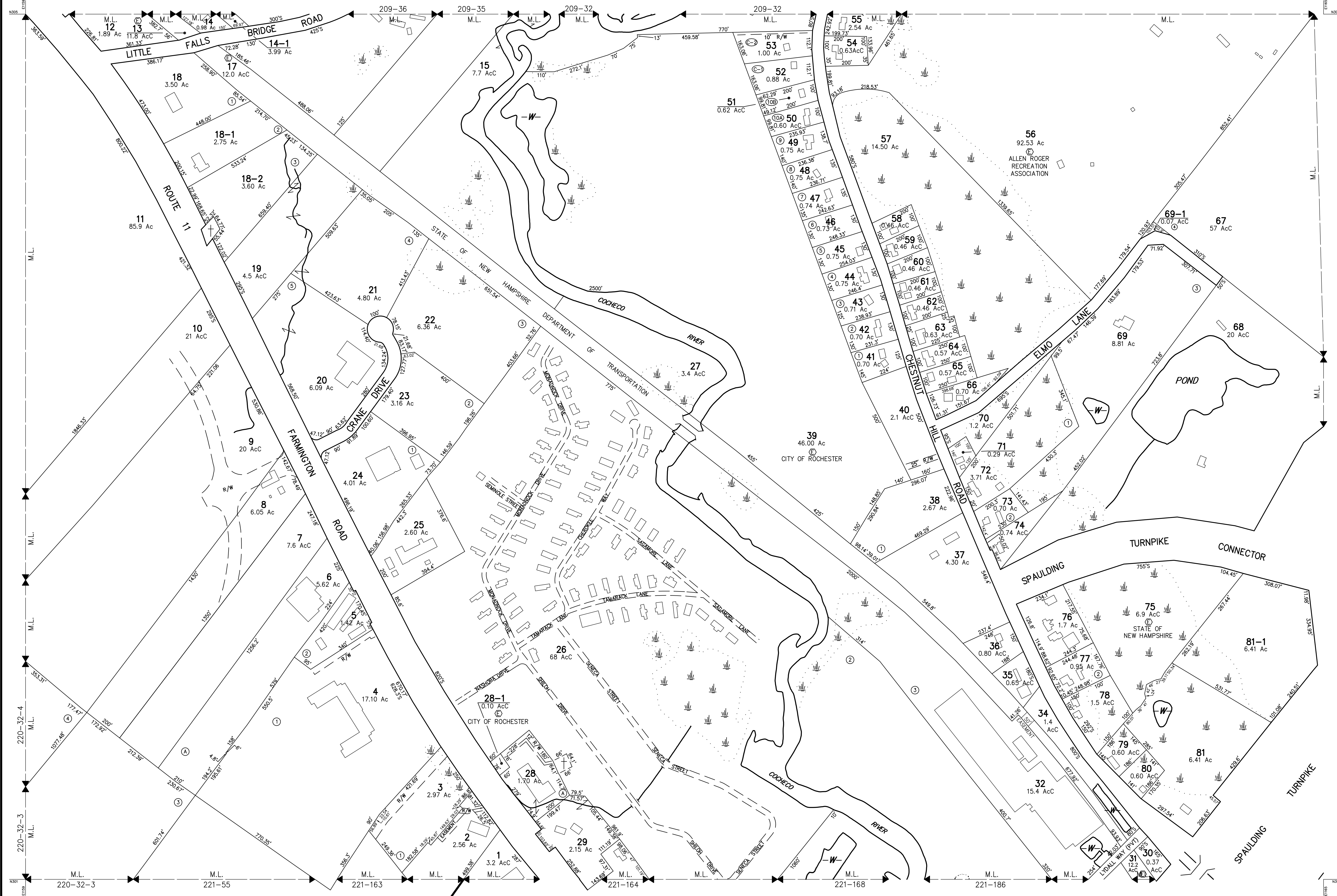
Sketch**Sub Area (First 8 Only)**

Code	Description	Area - SQ	Rate - AV	Undepr Value	
FFL	1ST FLOOR	1,211.00	52.230	63,250.53	
OSP	SCRN PORCH	120.00	24.150	2,898.00	
WDK	WOOD DECK	128.00	10.490	1,342.72	
CNP	CANOPY	128.00	5.200	665.60	
Net Sketched Area		1,587.00	Total	68,156.85	
Size Adj	1,211.00	Gross Area	1,587.00	Fin Area	1,211.00

Sub Area Detail (First 10 Only)

Sub Area	% Usbl	Description	% Type	Qu	# of Tenants

Image



<p>THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.</p> <p>THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM.</p> <p>PHOTOGRAPHY DATE: APRIL 28, 1990</p> <p>COMPLETION DATE: JUNE 30, 1992</p>		<p>PRODUCED IN 1992 BY</p> <p>CAI Technologies Precision Mapping. Geospatial Solutions.</p> <p>11 PLEASANT STREET, LITTLETON, NH 03561 800.322.4540 - WWW.CAI-TECH.COM</p>		<p>LEGEND</p> <p>AREA SURVEYED Ac</p> <p>AREA CALCULATED AcC</p> <p>RECORD DIMENSION 100'</p> <p>SCALED DIMENSION 100'S</p> <p>MATCH LINE M.L.</p> <p>WATER -W-</p> <p>EXEMPT PROPERTY. SUBDIVISION LOT NO. BUILDING. RIGHT OF WAY. COMMON OWNERSHIP. WETLANDS.</p>		<p>FEET SCALE 1" = 200'</p> <p>0 100 200 300 400 500 600</p> <p>50 100 150 200 250 300 350 400 450 500 550 600</p> <p>METERS</p> <p>REVISED TO : APRIL 1, 2018</p>		<p>PROPERTY MAPS</p> <p>ROCHESTER</p> <p>NEW HAMPSHIRE</p>		<p>INDEX DIAGRAM</p> <p>208 209 210</p> <p>217 218 219</p> <p>220 221 222</p>		<p>MAP NO.</p> <p>216</p>	
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