

# (4) TAX DEEDED PROPERTIES IN MANCHESTER, NH AT PUBLIC AUCTION



## 3 CONDOMINIUMS & VACANT LOT THURSDAY, JANUARY 23 BEGINNING AT 10:00 AM

Severe Storm Date: Friday Jan 24 (Same times)

— EACH PROPERTY TO BE SOLD FROM ITS RESPECTIVE ADDRESS —

### SALE 1 @ 10:00 AM 23 COUNTRY CLUB DR., #14

Washington Park Estates (Tax Map 766/A, Lot 14)  
ID#: 20-105 • Two-bedroom garden style con-



do located at Washington Park Estates in Northwest Manchester • Second floor unit features 898± SF GLA, 4 rooms, 2 bedrooms, 1 bath, FHW/gas heat, public water & sewer • Amenities include elevator, 2 parking spaces, washers & dryers on lower level, outdoor pool & tennis courts • Monthly condo fees - \$335.00 • Assessed value: \$82,200. 2019 taxes: \$1,999. **DEPOSIT \$5,000.**

### SALE 2 @ 11:00 AM 1029 SO. MAMMOTH RD., #31

Willow Bluff Estates (Tax Map 810, Lot 44)  
ID# 20-106 • Two-bedroom townhouse style con-



do located at Willow Bluff Estates on the Londonderry line • 3-story mid-unit contains 1,024± SF GLA, 4 rooms, 2 BR 1 ½ BA, and a 1-car under direct entry garage w/ large closet & laundry room • FHW/gas heat, public water & sewer • Located in a quiet So. Manchester location near I-93 & I-293, airport, schools, restaurants & much more • Monthly condo fees - \$250.00 • Assessed value: \$154,400. 2019 taxes: \$3,755. **DEPOSIT \$5,000.**

### SALE 3 @ 12:00 PM 1901 BODWELL RD., #10



### Cohas Station Condominium (Tax Map 830/A, Lot 33)

ID# 20-107 • Two-bedroom garden style condo located at Cohas Station Condominium in a very desirable South Manchester neighborhood on the Londonderry line • First floor end unit contains 876± SF GLA, 4 rooms, 2 bedrooms & 1 bath, slider to patio • FHW/gas heat, public water & sewer • Monthly condo fees - \$207.00 • Assessed value: \$88,300. 2019 taxes: \$2,147. **DEPOSIT \$5,000.**

### SALE 4 @ 1:00 PM DELAWARE AVE (Tax Map 242, Lot 17)

ID# 20-108 • Vacant 0.23± acre unbuildable lot located off a dead end street in East Manchester • Lot is heavily wooded and has no road frontage • Zoning is Residential • Assessed value: \$10,200. 2019 taxes: \$248. **DEPOSIT \$1,000.** (Directions: From Hanover St. in Manchester, follow Delaware Ave. northerly past #182 Delaware to end of pavement, climb over guardrail & walk 100' into the woods, lot is on the left.)

**TERMS:** \$5,000 deposit per condo, \$1,000 for lot; by cash, certified check, or bank check at time of sale, additional deposit to increase total deposit to 10% of bid price due within 5 business days, balance of purchase due within 45 days from the sale date. Conveyance by deed without covenants or warranties. Sales are subject

to City confirmation. The City of Manchester 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.

**PREVIEWS:** Condos - by appt w/ auctioneer; Lot is marked

### 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 do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant.

**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](http://www.jsjauctions.com)



## **PURCHASE AND SALE AGREEMENT**

Agreement made this 23<sup>rd</sup> day of January, 2020, between the City of Manchester, New Hampshire, a body corporate and politic, with an address of One City Hall Plaza, Manchester, New Hampshire 03101 (hereinafter SELLER) and

(hereinafter BUYER)

WHEREAS, SELLER has sold at auction sale certain property described in Schedule A, annexed hereto, to BUYER and BUYER is willing to buy upon the terms and conditions set forth at said sale, the terms and conditions contained in the notice of said sale and the terms and conditions contained in this agreement, this agreement having been available for review prior to said sale.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The terms and conditions as contained in the notice of sale, as supplemented or modified up to the time of auction, are incorporated herein subject to the provisions of paragraph .
2. BUYER agrees to buy the premises described in Exhibit A, annexed hereto. This conveyance is made subject to any existing rights or liens which take precedence over the tax deed vesting title in the SELLER.
3. This conveyance is made subject to a pro rata share, as of the date of the deed, of the 2017 real estate taxes assessed on the premises described in Exhibit A.

4. The BUYER agreed to pay a purchase price of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS, payable as follows:

a) Five thousand (\$5,000.00) DOLLARS by bank or certified check prior to the signing of this Agreement.

b) \$\_\_\_\_\_ DOLLARS by Bank or certified check upon delivery of the deed.

**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 BUYERS 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 SELLER'S obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

5. BUYER is purchasing the property "as is, where is" and is not relying upon any warranty, statement or representation, express or implied, made by or for the SELLER or the auctioneer as to the property's title, its condition, or its suitability for any particular use.

6. BUYER shall bring the property into compliance with the zoning ordinances of the City of Manchester and specifically waives any claim the BUYER may have to a nonconforming use or nonconforming building.

7. SELLER makes no warranties as to title, the zoning and permitted uses of the property, the availability of utilities, access to the premises or the condition of the premises.

8. SELLER shall convey the property by a **DEED WITHOUT COVENANTS OR WARRANTIES.**

9. BUYER agrees to close on the premises and tender the sum due under 4(b) above and no later than NOON on \_\_\_\_\_, 2020 at the Office of the Manchester City Solicitor,

One City Hall Plaza, Manchester, New Hampshire or at such other time and place as the BUYER and SELLER may agree to in writing.

10. Time is of the essence with regards to the performance of the obligations called for by this Agreement.

11. This Agreement is subject to the Supplemental Disclosures attached hereto the BUYER as exhibit B. The BUYER acknowledges that these Supplemental Disclosures were reviewed and signed by the BUYER prior to the execution of this Agreement.

12. The BUYER is solely responsible for the removal of any tenants and the disposition of any personal property remaining on the premises.

13. If the BUYER shall default in the performance of BUYER's obligations under this Agreement, the amount set forth 4(a) above shall, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages.

14. In the event that the BUYER should default in the performance of its obligations under this Agreement, the BUYER agrees that its rights to purchase the property set forth in Schedule A, annexed hereto, shall, at the option of the SELLER, be assigned to the SELLER and/or its nominee. This assignment shall be in the nature of a mitigation of damages and acceptance by the SELLER shall not constitute a waiver of any other claim for damages by the SELLER against the BUYER, nor shall it prohibit retention of the amount set forth under 4(a) above as reasonable liquidated damages, to induce the SELLER and/or its nominee to accept assignment hereunder.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 23rd day of January, 2020.

City of Manchester

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BUYER

## **EXHIBIT A**

Map 810, Lot 44 as shown in the records of the Board of Assessors of Manchester, New Hampshire. Said property was formerly owned by Karen L Myers and was acquired by the City of Manchester, New Hampshire by virtue of a Tax Collector's deed dated \_\_\_\_\_, recorded in the Hillsborough County Registry of Deeds on April 30, 2019 at Book 9165, Page 62.

**EXHIBIT B**

The following notifications are made pursuant to N.H. RSA 477:4-a, 477:4-c and 477:4-d.

“Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.”

“Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.”

Water Supply: Because the SELLER has not actually occupied or resided in the property information relative to the type of any private water supply system, its location, malfunctions, date of installation, date of most recent water test and whether there has been a problem such as unsatisfactory water test, or a water test with notations is unknown and unavailable to the SELLER.

Private sewage disposal system: Because the SELLER has not actually occupied or resided in the property information as to a private sewage disposal system, if any, its location, malfunctions, the date it was most recently serviced and the name of the contractor who services the system is unknown and unavailable to the SELLER.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

560 (amt)  
Manchester Tax

FEES:	14-
SURCHARGE:	2-
CASH:	—

NOW ALL MEN BY THESE PRESENTS,

That I, Brenda W. Masewic Adams, Collector of Taxes for the City of Manchester for the year 2012, with an address of One City Hall Plaza, Manchester, NH 03101 in the County of Hillsborough, by the authority in me vested by the laws of the State, and in consideration of **Three Thousand, Eight Hundred and Seventy Three Dollars and 12/100** to me paid by the City of Manchester, do hereby sell and convey to the City of Manchester, with an address of One City Hall Plaza, Manchester, NH 03101, certain tract or parcel of land with buildings thereon situated in Manchester aforesaid, and described by the Assessors as follows:

	<u>Map#</u>	<u>Lot#</u>	<u>Tax</u>
1029 S. MAMMOTH RD UNIT 0031	0810	0044	\$3,873.12

Formerly taxed under the names of **KAREN L. MYERS**

This deed is the result of the tax lien execution held at the Tax Collector's Office in the City of Manchester, New Hampshire, on the **First Day of May, 2013**.

To have and to hold the said Premises, with the appurtenances, to the said City of Manchester, forever. And I do hereby covenant with said City of Manchester, that in making this conveyance, I have in all things complied with the law, and that I have a good right, so far as the right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal, the First Day of May, in the year of our Lord Two Thousand and Nineteen.



560 (part)  
Manchester Tax

FEES:	14-
SURCHARGE:	2-
CASH:	—

NOW ALL MEN BY THESE PRESENTS,

That I, Brenda W. Masewic Adams, Collector of Taxes for the City of Manchester for the year 2013, with an address of One City Hall Plaza, Manchester, NH 03101 in the County of Hillsborough, by the authority in me vested by the laws of the State, and in consideration of **Seven Thousand, Two Hundred and Ninety Three Dollars and 72/100** to me paid by the City of Manchester, do hereby sell and convey to the City of Manchester, with an address of One City Hall Plaza, Manchester, NH 03101, certain tract or parcel of land with buildings thereon situated in Manchester aforesaid, and described by the Assessors as follows:

	<u>Map#</u>	<u>Lot#</u>	<u>Tax</u>
1029 S. MAMMOTH RD UNIT 0031	0810	0044	\$7,293.72

Formerly taxed under the names of **KAREN L. MYERS**

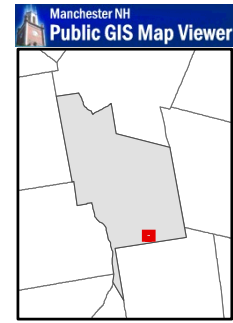
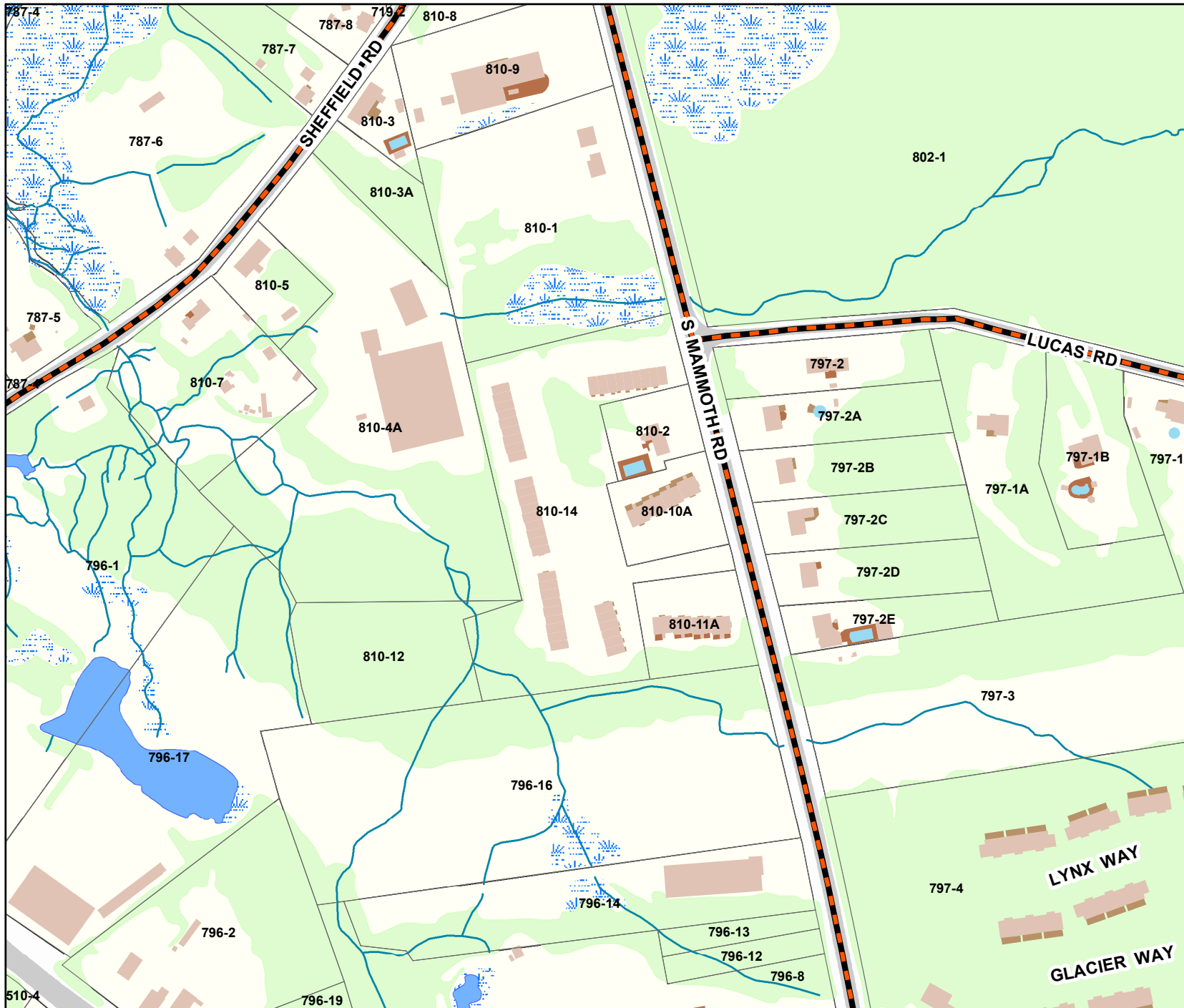
This deed is the result of the tax lien execution held at the Tax Collector's Office in the City of Manchester, New Hampshire, on the **First Day of May, 2014**.

To have and to hold the said Premises, with the appurtenances, to the said City of Manchester, forever. And I do hereby covenant with said City of Manchester, that in making this conveyance, I have in all things complied with the law, and that I have a good right, so far as the right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal, the First Day of May, in the year of our Lord Two Thousand and Nineteen.







Area Map Showing Extent Of Map At Left

**DISCLAIMER**

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc., that appear are derived from varied data sets which may be individually compiled at different map scales. In such cases, some geographic information from different data sets may appear in inaccurate relationship to each other. Therefore, geographic features shown on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this data was compiled are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.