

## (2) TAX DEEDED PROPERTIES IN MANCHESTER, NH AT

# PUBLIC AUCTION



## DETACHED CONDO & SINGLE FAMILY HOME WEDNESDAY, MARCH 3 BEGINNING AT 3:00 PM

We have been retained by the City of Manchester, NH to sell at **PUBLIC AUCTION** these (2) properties which were acquired by Tax Collector's Deed.

*Each property to be sold from its respective address*



### SALE 1 @ 3:00 PM

#### 93 WESTCHESTER WAY, UNIT #4

**ID# 21-108** • Detached condo located in the Talons at Radburn private community, 2003 built unit is positioned close to Interstate 93 and only minutes to downtown • Single story home contains 1,440± SF GLA, 5 rooms, 2 bedrooms, 1 ½ baths, and full unfinished basement • Back deck, attached 2-car garage, vinyl siding, central A/C and FHA/gas heat • Condo fee of \$300/mo • All public utilities • Tax Map 645B Lot 183; Assessed value \$192,800. 2020 taxes \$4,754.

**DEPOSIT \$10,000**

**Directions:** I-93 to exit 8, turn left off the exit onto Wellington Road to a left onto Edward J Roy Drive for 0.5 mi then left onto Wellington Hill Road for 0.2 mi, right onto Radburn Street for 0.1 mi to a left onto Westchester Way to stop sign, right to stay on Westchester Way, unit is on right.



### SALE 2 @ 4:00 PM • 72 CLAIRE STREET

**ID# 21-109** • 1956 ranch style home located near the Mall of New Hampshire on a 0.16± acre lot • Single story home with 904± SF GLA, 5 rooms, 3 bedrooms, 1 bath, and unfinished basement • Vinyl siding, side patio, detached shed, central A/C, and FHA/Oil Heat • All public utilities • Tax Map 921, Lot 14; Assessed value \$155,700. 2020 Taxes \$3,840. **DEPOSIT \$5,000**

**Directions:** I-293 to Exit 1, follow South Willow Street southerly for appr. ½ mile to a left onto Huse Road for 0.4 mi, turn right onto Claire Street, home is on the left.

**PREVIEWS:** By appointment with auctioneers and one hour prior to sale.

**Terms:** Deposits for each property by cash, certified check, or bank check at time of sale, balance of purchase price due no later than **Friday, April 16, 2021 at 12:00 PM**. Sales are subject to City confirmation. The City of Manchester reserves the right to reject any and all bids. Both properties 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 do their own due diligence on all matters they deem relevant.*

**FOR MORE INFORMATION PLEASE VISIT OUR WEBSITE [JSJAuctions.com](http://JSJAuctions.com)**

**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 3<sup>rd</sup> day of March, 2021, 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 2020 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\_\_\_\_\_)

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 April 16, 2021 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, subject to the approval of the City of Manchester Board of Mayor and Aldermen.**

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 further 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 3rd day of March, 2021.

City of Manchester

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BUYER

## **EXHIBIT A**

**Map 921 Lot 0014, 72 Claire Street** as shown in the records of the Board of Assessors of Manchester, New Hampshire. Said property was formerly owned by **JAMES A. SACK** and was acquired by the City of Manchester, New Hampshire by virtue of a Tax Collector's deed dated December 5, 2019, recorded in the Hillsborough County Registry of Deeds on December 9, 2019 **at Book 9240, Page 2975.**

**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

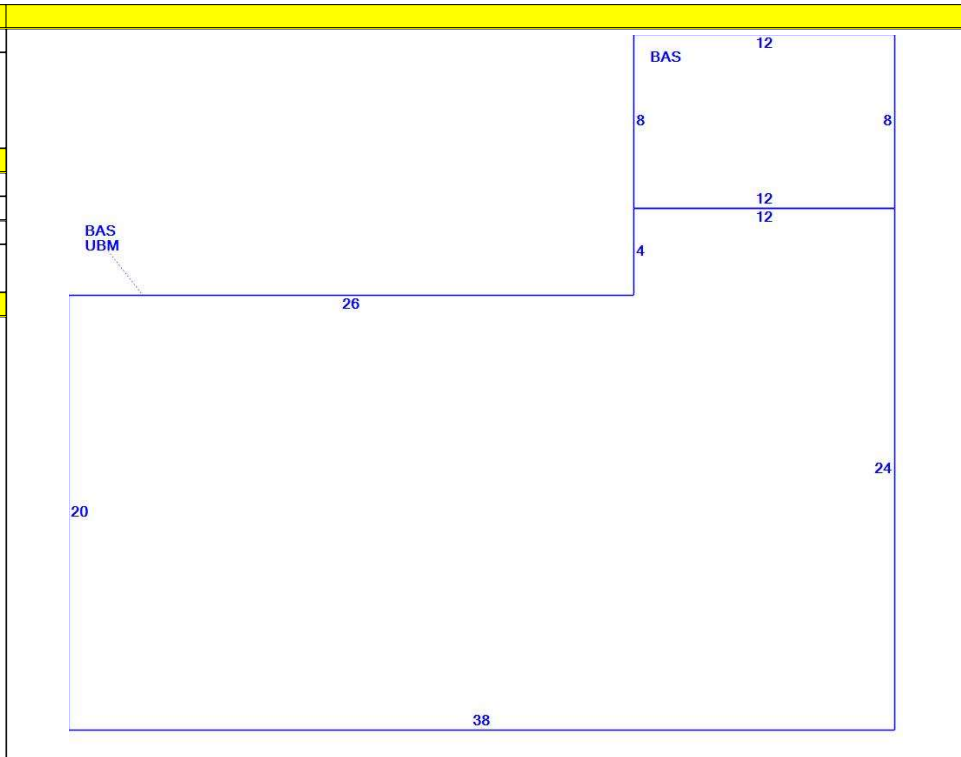
CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2017  MANCHESTER, NH  <b>VISION</b>						
CITY OF MANCHESTER TAX COLL  1 CITY HALL PLAZA  MANCHESTER NH 03101		1 Suitable	2 Public Water	1 Paved	1 Urban	Description	Code	Appraised	Assessed							
		1 Level	3 Public Sewer	5 Curb & Gutter		RESIDNTL	1010	90,200	90,200							
			7 Electric			RES LAND	1010	64,600	64,600							
<b>SUPPLEMENTAL DATA</b>						RESIDNTL	1010	900	900							
Alt Prcl ID		RAD OR C CAD = 752														
Land Adjus NO		Callback Lt														
Voided NO		Sketch Not														
Total SF 7056		Land Class R														
Zone		Parcel Zip 03103-2338														
Frontage/D No		Assoc Pid#														
GIS ID 921-14																
						Total	155,700	155,700								
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)								
CITY OF MANCHESTER TAX COLL		9240 2975	12-06-2019	U	I	3,700	35	Year	Code	Assessed	Year	Code	Assessed			
SACK, JAMES A		8437 1564	05-22-2012	U	I	4,000	38	2020	1010	90,200	2019	1010	90,200			
PRINCE, LOUISE A		5471 1484	09-15-1993	U	V	68,500	04		1010	64,600	2018	1010	64,600			
VIVIERS, NORRIS		5471 1483	08-30-1993	U		4,000	04		1010	900		1010	900			
VIVIERS, NORRIS		5445 0727	06-21-1993	U		25,000	04									
						Total	155700	Total	155700	Total	155700	Total	155700			
EXEMPTIONS			OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor									
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm	Int							
			0.00													
ASSESSING NEIGHBORHOOD																
Nbhd		Nbhd Name		B		Tracing		Batch								
400																
NOTES																
BUILDING PERMIT RECORD																
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments								
								06-08-2005	KM			07	Meas/Info@Dr			
								03-01-2001	DD			02	2nd Visit Not Home			
								02-08-2001	DD			01	Meas/Int Estimate			
								02-28-1991				20	Sale Inspection			
								02-14-1991				01	Meas/Int Estimate			
								02-08-1991				01	Meas/Int Estimate			
LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
1	1010	SINGLE FAM			7,056 SF	9.16	1.00000	1	1.00	400	1.000		1.0000	9.16	64,600	
Total Card Land Units					0.162 AC	Parcel Total Land Area					0.1620	Total Land Value				64,600



CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	01	Ranch			
Model	01	Residential			
Grade:	03	Average			
Stories:	1	1 Story			
Occupancy	1				
Exterior Wall 1	25	Vinyl Siding			
Exterior Wall 2					
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asphalt			
Interior Wall 1	05	Drywall			
Interior Wall 2					
Interior Flr 1	14	Carpet			
Interior Flr 2					
Heat Fuel	02	Oil			
Heat Type:	04	Forced Hot Air			
AC Type:	03	Central Air			
Total Bedrooms	03	3 Bedrooms			
Total Bthrms:	1				
Total Half Baths	0				
Total Xtra Fixtrs					
Total Rooms:	5				
Bath Style:	02	Average			
Kitchen Style:	02	Average			
MHP					

CONDO DATA			
Parcel Id	C	Owne	
		B	S
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

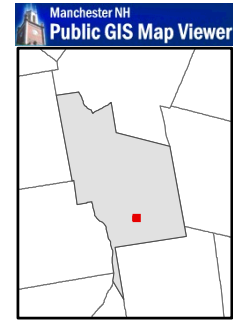
COST / MARKET VALUATION	
Building Value New	132,605
Year Built	1956
Effective Year Built	1984
Depreciation Code	AV
Remodel Rating	
Year Remodeled	
Depreciation %	32
Functional Obsol	0
External Obsol	0
Trend Factor	1
Condition	
Condition %	
Percent Good	68
RCNLD	90,200
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
SHD1	SHED FRAME	L	120	12.00	2016		50		0.00	700
PAT1	PATIO-AVG	L	72	9.00	2016		30		0.00	200

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	904	904	904	124.39	112,453
UBM	Basement, Unfinished	0	808	162	24.94	20,152
Ttl Gross Liv / Lease Area		904	1,712	1,066		132,605





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.

