

# PUBLIC AUCTION

## (3) TAX-DEEDED PROPERTIES IN MANCHESTER, NH



### Single Family Home, 1-BR condo & Vacant Lot

**Saturday, July 15, 2023 @ 10:00 AM** (Registration from 9:00 AM)

ID#23-153 • We have been retained by the City of Manchester at PUBLIC AUCTION these (3) town-owned properties. Great opportunity for first time buyers or investors.

**Sale to be held at: CITY HALL ANNEX 1 City Hall Plaza, Manchester, NH**

### SALE #1: 1080 MONTGOMERY STREET(Tax Map 603, Lot 8)



Two story Colonial style home located on a .19± acre lot built in 1970. Features 3,093± SF GLA, 10 RMS, 4 BR, 3 BA, finished basement, fireplace, 3-car attached garage, vinyl siding, in-ground pool, detached shed, FHW/oil heat • Served by city water and sewer • Assessed Value: \$487,700. 2022 Taxes: \$8,896. PREVIEW: Property is occupied, drive-by only. **DEPOSIT: \$15,000.** Auctioneers Note: **BUYER Is Solely Responsible For The Removal Of Any Tenants And The Disposition Of Any Personal Property On The Premises.**

### SALE #2: 65 LOG STREET, UNIT #3C (Tax Map 321, Lot 137)



Third floor garden style condo features 624± SF GLA with 4 RMS, 1 BR, 1 BA, fully appliance kitchen, on-site parking, FHW/gas heat, served by city water & sewer • Amenities include outdoor pool, picnic area, children's play area and more • Monthly HOA dues: \$382. Assessed Value: \$108,500. 2022 Taxes: \$1,979. **PREVIEW:** Friday, July 7 11am-1pm and by appt. with auctioneer. **DEPOSIT: \$10,000**

### SALE #3: 250 DUNBAR STREET (Tax Map 442, Lot 14)

Sale features two recently merged vacant riverfront lots (Map 442, Lots 13 & 14) now totaling 0.12± acres • Lot has 69± feet of road frontage and 55± FF along the Merrimack River • City water and sewer available • Assessed Value: \$95,600. 2022 Taxes: \$1,744. **PREVIEW:** Lot marked, drive-by recommended. **DEPOSIT: \$5,000**

## 10% BUYER'S PREMIUM DUE AT CLOSING

All properties will be sold with reserve, subject to confirmation by the City of Manchester. The city reserves the right to reject any and all bids.

**TERMS:** All deposits are non-refundable and must be presented in the form of cash or bank/certified check at registration.

**NO PERSONAL CHECKS.** Balance of purchase price along with buyer's premium due within 45 days from sale. 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.

*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, BROCHURE, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE**



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SINCE 1982



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## **PURCHASE AND SALE AGREEMENT**

Agreement made this 15th day of July, 2023, 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 4.

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 2023 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 \_\_\_\_\_, 2023 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 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 Exhibit 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 15th day of July, 2023.

City of Manchester

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BUYER

## **EXHIBIT A**

Map 0442, Lot 0014 as shown in the records of the Board of Assessors of Manchester, New Hampshire. Said property was formerly owned by Normand Savoie and was acquired by the City of Manchester, New Hampshire by virtue of a Tax Collector's deeds dated September 23, 2022, recorded in the Hillsborough County Registry of Deeds on September 28, 2022 at Book 9655, Page 1713 and at Book 9655, Page 1715 .

## **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.

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DATE

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BUYER

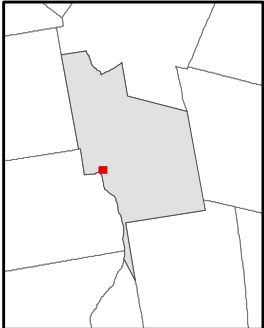
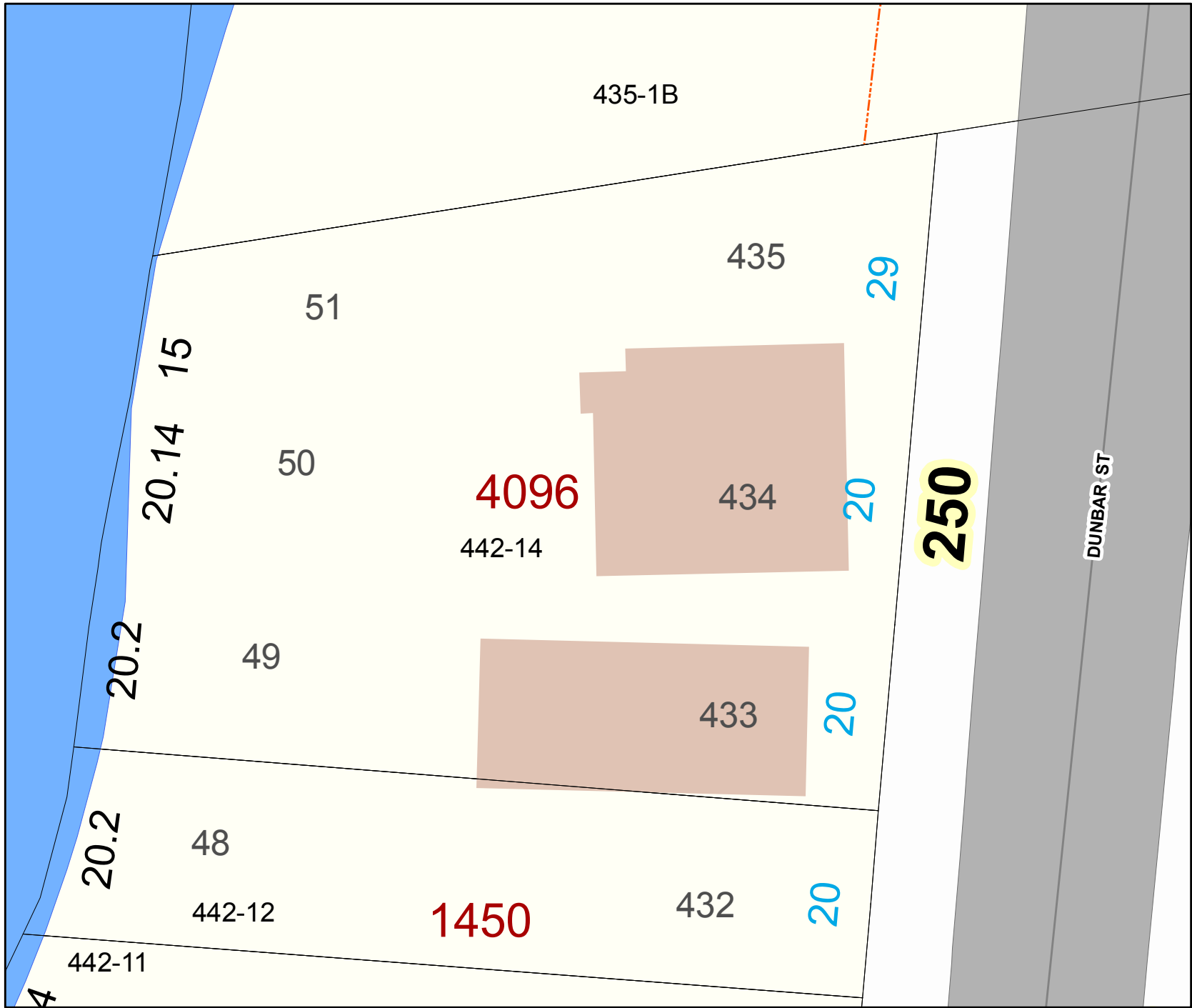
## VISION



CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd	Description				Element	Cd	Description			
Style:	99	Vacant Land									
Model	00	Vacant									
Grade:											
Stories:											
Occupancy						CONDO DATA					
Exterior Wall 1						Parcel Id		C		Owne	
Exterior Wall 2									B		S
Roof Structure:						Adjust Type	Code	Description		Factor%	
Roof Cover						Condo Flr					
Interior Wall 1						Condo Unit					
Interior Wall 2						COST / MARKET VALUATION					
Interior Flr 1						Building Value New					
Interior Flr 2						Year Built					
Heat Fuel						Effective Year Built					
Heat Type:						Depreciation Code					
AC Type:						Remodel Rating					
Total Bedrooms						Year Remodeled					
Total Bthrms:						Depreciation %					
Total Half Baths						Functional Obsol					
Total Xtra Fixtrs						External Obsol					
Total Rooms:						Trend Factor					
Bath Style:						Condition					
Kitchen Style:						Condition %					
MHP						Percent Good					
						RCNLD					
						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	
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area		Floor Area	Eff Area	Unit Cost		Undeprec Value			
Ttl Gross Liv / Lease Area		0		0	0			0			

No Sketch





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. appearing 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 information 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.

