

# PUBLIC AUCTION

## City-Owned Properties in Manchester, NH

### (15) VACANT RESIDENTIAL LOTS DEVELOPMENT POTENTIAL

Saturday, June 8, 2024 AT 10:00 AM (Registration from 9:00 AM)

Sale location:

JFK COLISEUM

303 BEECH STREET, MANCHESTER, NH

(Use Maple St. Entrance)

ID#24-162 · We have been retained by the City of Manchester to sell at PUBLIC AUCTION 15 vacant lots of which 12 were acquired by Tax Collector's Deed. These potential building lots will appeal to developers, investors, first time buyers & abutters!!



Sale#	Location	Map/Lot	Acreage	Assessment	Deposit
1	Wellington Hill Rd	645/39	3.2±	\$170,600	\$10,000
2	Wellington Hill Rd	645/41	0.28±	\$116,300	\$5,000
3	Boynton Street	658/32A	0.35±	\$102,500	\$5,000
4	Erie Street	455/10	0.34±	\$95,500	\$5,000
5	St. James Avenue	579/29	1.0±	\$107,000	\$5,000
6	26 Titus Avenue	554/17C	1.2±	\$108,900	\$5,000
7	Huntress Street	753/9E	0.36±	\$48,000	\$2,500
8	Pinehurst Avenue	685/14	0.26±	\$48,500	\$2,500
9	Patterson Street	449/16B	0.11±	\$44,500	\$2,500
10	Edna Street	853/34	3.6±	\$23,000	\$2,500
11	Boston Street	283/1	1.4±	\$20,800	\$2,500
12	Bicentennial Drive	560/95A	0.29±	\$19,000	\$2,500
13	44 Trolley Court	897/145	0.56±	\$15,000	\$2,500
14	Gosselin Road	750/11	0.38±	\$14,500	\$2,500
15	Hackett Hill Road	767/4B	0.09±	\$11,400	\$2,500

### 10% BUYERS PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

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 interested parties are advised to do their own due diligence relative to existing liens, buildability/non-buildability of any lot and all matters they deem relevant.

ADDITIONAL INFORMATION AVAILABLE ON OUR WEBSITE



**JSJ Auctions**  
SINCE 1982



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 8<sup>th</sup> day of June, 2024, 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 2024 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) Two Thousand Five Hundred (\$2,500.00) 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 \_\_\_\_\_, 2024 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 8<sup>th</sup> day of June, 2024.

City of Manchester

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BUYER

**EXHIBIT A**

Map \_\_\_\_\_, Lot \_\_\_\_\_ as shown in the records of the Board of Assessors of Manchester, New Hampshire. Said property was formerly owned by \_\_\_\_\_ 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 \_\_\_\_\_ at Book \_\_\_\_\_, Page \_\_\_\_\_.

**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

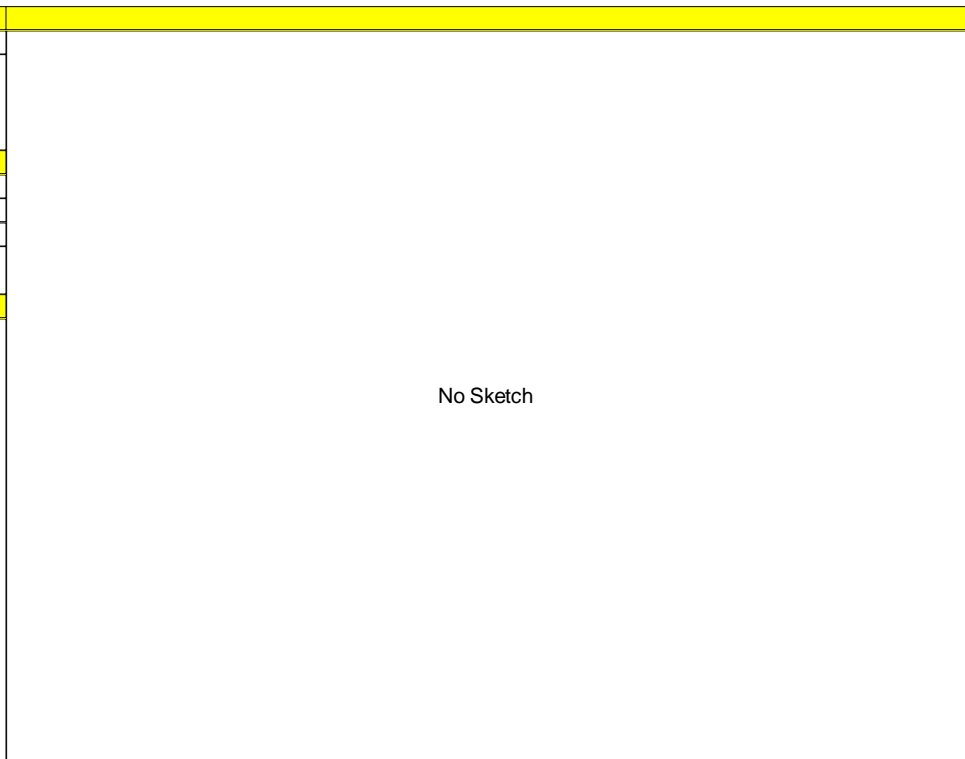
\_\_\_\_\_  
BUYER

CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				2017 MANCHESTER, NH				
CITY OF MANCHESTER TAX COLL		9 Unbuildable	2 Public Water	1 Paved	1 Urban	Description	Code	Appraised	Assessed									
ONE CITY HALL PLAZA		1 Level	7 Electric			EXM LAND	9030	11,400	11,400									
MANCHESTER NH 03101		<b>SUPPLEMENTAL DATA</b>				RAD OR C CAD = 643												
		Alt Prcl ID		Land Adjus NO		Voided NO		Total SF 4200		Zone		Frontage/D No						
		GIS ID 767-4B		Parcel Zip 03102		Assoc Pid#												
						Total		11,400		11,400								
RECORD OF OWNERSHIP		BK-VOL/PAGE		SALE DATE		Q/U V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)						
CITY OF MANCHESTER TAX COLL		0	0	10-29-2021	U	V		0				Year	Code	Assessed	Year	Code	Assessed	
CITY OF MANCHESTER		6933	0240	05-15-2003	U	V		0	35			2023	9030	11,400	2022	9030	11,400	
TOWN LYNE TRUST III		0	0	07-11-1988				0							2021	9030	11,400	
		Total										Total		11,400		11,400		
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description		Amount	Code	Description	Number	Amount	Comm Int									
				Total	0.00													
ASSESSING NEIGHBORHOOD																		
Nbhd		Nbhd Name		B		Tracing		Batch										
500																		
NOTES																		
POWER LINES EXEMPT																		
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY								
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result			
										06-29-2021	SW			98	Field Review			
										02-06-2006	MO			00	Meas & Int Insp.			
										12-15-2005	EB			00	Meas & Int Insp.			
										09-22-2000	RG			14	Other			
										11-19-1990				00	Meas & Int Insp.			
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	9030	TOWN VAC			4,200 SF	19.12	1.00000	1	0.15	500	0.950	CF=UB/SIZE			1.0000	2.72	11,400	
Total Card Land Units					0	AC	Parcel Total Land Area					0	Total Land Value					11,400

**VISION**



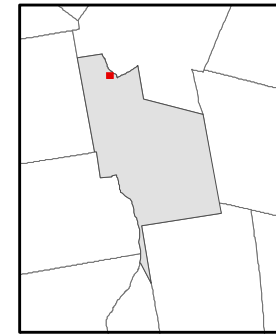
CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	99	Vacant Land			
Model	00	Vacant			
Grade:					
Stories:					
Occupancy					
Exterior Wall 1					
Exterior Wall 2					
Roof Structure:					
Roof Cover					
Interior Wall 1					
Interior Wall 2					
Interior Flr 1					
Interior Flr 2					
Heat Fuel					
Heat Type:					
AC Type:					
Total Bedrooms					
Total Bthrms:					
Total Half Baths					
Total Xtra Fixtrs					
Total Rooms:					
Bath Style:					
Kitchen Style:					
MHP					
<b>CONDO DATA</b>					
Parcel Id		C		Owne	
			B	S	
Adjust Type	Code	Description	Factor%		
Condo Flr					
Condo Unit					
<b>COST / MARKET VALUATION</b>					
Building Value New			0		
Year Built			0		
Effective Year Built			0		
Depreciation Code					
Remodel Rating					
Year Remodeled					
Depreciation %					
Functional Obsol			0		
External Obsol			0		
Trend Factor			1		
Condition					
Condition %					
Percent Good					
RCNLD			0		
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					



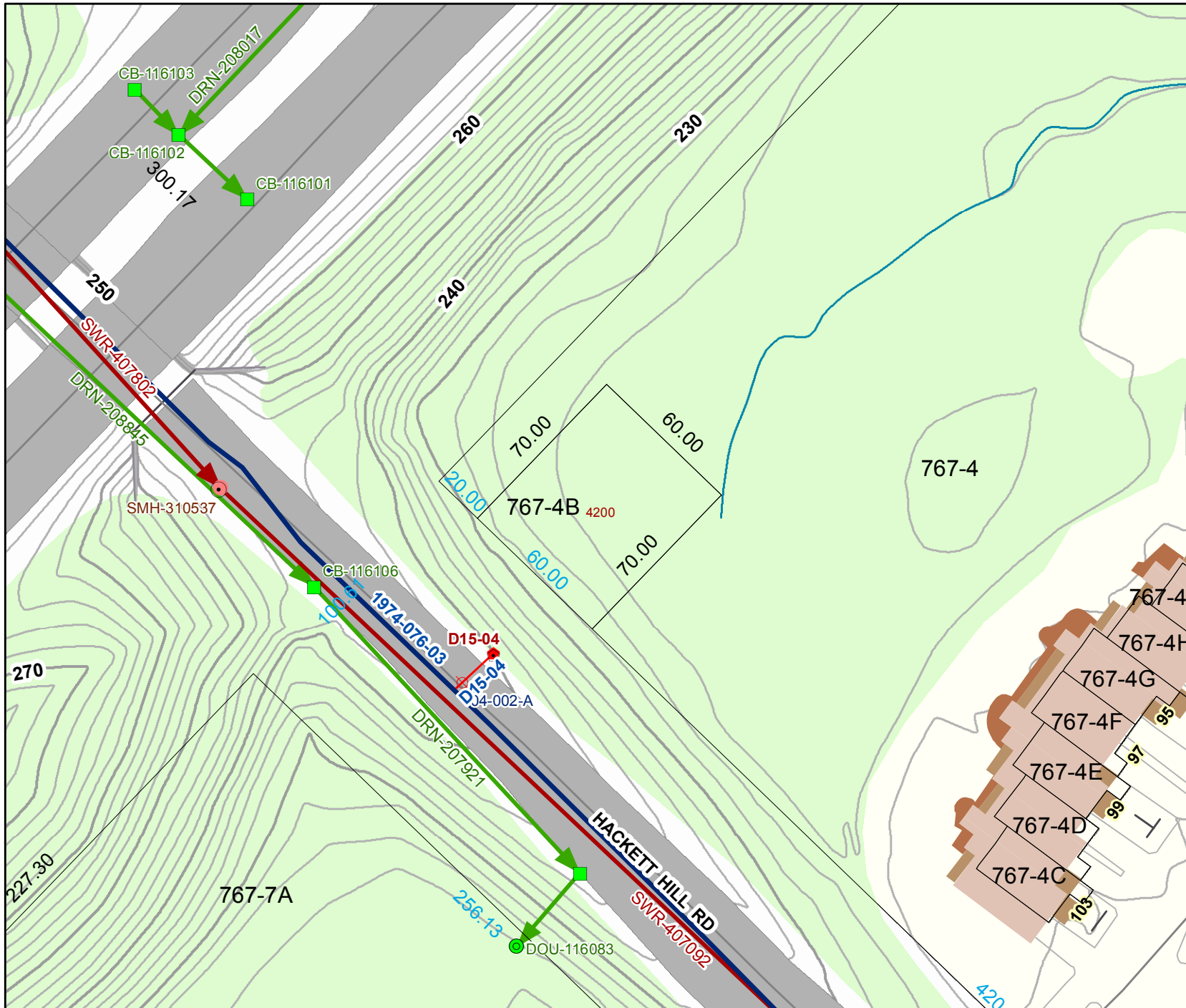
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

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





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.

