# PUBLIC AUCTION

# (5) CITY OWNED PROPERTIES NASHUA, NH

4 SINGLE FAMILY HOMES & 1 COMMERCIAL PROPERTY THURSDAY, NOVEMBER 13 STARTING AT 9:00 AM

\* \* \* EACH PROPERTY WILL BE SOLD FROM ITS RESPECTIVE ADDRESS \* \* \*





ID#25-235 • 9:00AM – 1 Eastbrook Drive (Tax Map A, Lot 678) • 1967 built Cape style home located on a 0.95+/- acre lot near Nashua Country Club • Home offers 1,956+/- SF GLA, 7 RM, 4 BR & 2 BA • Features include attached garage, brick exterior, detached shed, patio, central A/C & FHA/gas heat • Assessed Value: \$554,700. 2024 Taxes: \$8,819.



ID#25-227 • 10:00 AM – 19 New Searles Road (Tax Map B, Lot 620) • Vacant Raised Ranch style home with fire damage located on a 0.28+/-acre corner lot • 1962 built home offers 1,299+/- SF GLA, 5 RM, 3 BR & 1 BA • Features include vinyl siding, 1-car under garage, rear deck, unfinished basement & FHA/gas heat • Assessed Value: \$165,500. 2024 Taxes: \$2,631.



ID#25-228 • 11:00 AM – 9 Oneida Circle (Tax Map 6, Lot 63) • 1972 built Ranch style home located on a 0.13+/- acre lot on cul-de-sac • Home offers 912+/- SF GLA, 6 RM, 3 BR & 1 BA • Features include vinyl siding, central A/C, detached shed & electric heat • Auctioneers Note: 9 Oneida Circle is being sold subject to sewer easements to The City of Nashua. All Interested parties are advised to do their own due diligence on all matters they deem relevant. Assessed Value: \$363,200. 2024 Taxes: \$5,775.



ID#25-229 • 12:00 PM – 4 Pond Street (Tax Map 18, Lot 23) • 1920 built Commercially zoned store/shop style building located on a 0.08+/- acre lot just off Main Street behind Shaw's • Building offers 444+/- SF, wood clapboard siding, fenced in yard and gas heat • Assessed Value: \$74,100. 2024 Taxes: \$1.178.



**ID#25-230 • 1:00 PM - 38 Bell Street** (Tax Map 135, Lot 76) • 1930 built Bungalow style home located on a 0.21+/- acre lot just off Route 3 • Home offers 1,565+/- SF GLA, 7 RM, 3 BR & 1 BA • Features include vinyl siding, fenced in yard, pool, detached shed & FHA/gas heat • Assessed Value: \$429,500. 2024 Taxes: \$6,829.

## 7.5% BUYER'S PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

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

Preview: The properties are marked, a drive-by is recommended.

**Terms:** \$10,000 deposit per property by cash, certified check, or other funds satisfactory to the City of Nashua at time of sale. An additional deposit of \$10,000 due by Thursday, November 20, 2025, closing within 45 days of sale date. CONVEYANCE BY DEED WITHOUT CONVENANTS. All information herein is believed but not augranteed to be correct. All

All information herein is believed but not guaranteed 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 & MORE DETAILS ARE AVAILABLE ON OUR WEBSITE







## PURCHASE AGREEMENT AND DEPOSIT RECEIPT

<b>THIS AGREEMENT</b> made this day of, 2025 by and between the <b>City of Nashua</b> , a municipal corporation organized under the laws of the State of New Hampshire, having an address of 229 Main Street, Nashua, New Hampshire 03061, ("SELLER") and
, having an address of
("BUYER").
BUYER'S email:
BUYER'S telephone:
SELLER agrees to sell and convey, and BUYER agrees to buy certain land with the improvements thereon, located in Nashua, New Hampshire, known as:
Map: Lot Location:, Nashua, Hillsborough County (the "Property").
BUYER was the highest qualified bidder for the Property at an auction conducted for SELLER by an auctioneer.
PRICE: The SELLING PRICE is \$
BUYER has paid a DEPOSIT, receipt of which is hereby acknowledged, in the sum of ten thousand dollars (\$10,000.00).
BUYER shall pay a SECOND DEPOSIT to SELLER, attention Tax Collector, in the sum of ten thousand dollars (\$10,000.00) on or before five (5) days from the date of this Agreement.
The balance of the SELLING PRICE shall be payable to SELLER at Closing, payable in cash or certified check in the amount of \$
<b>BUYER'S PREMIUM DUE:</b> The SELLING PRICE <u>does not include</u> the required BUYER'S PREMIUM of percent (7.5%) of the SELLING PRICE, due from BUYER to JSJ Auctions at Closing.
SELLING PRICE \$at 7.5% equals BUYER'S PREMIUM of \$
BUYER'S payment of the SECOND DEPOSIT, SELLING PRICE and BUYER'S PREMIUM by cash or certified check at Closing is a condition precedent to SELLER'S obligation to convey title to the Property.

**DEED:** At Closing, upon payment of all amounts due, SELLER shall deliver to BUYER a duly executed **Deed without Covenants** to the Property. The Property shall be conveyed and transferred without any representation, warranty, or covenant of title of any kind or nature, whether express, implied or statutory. Without limiting the foregoing, SELLER makes no representation, warranty or guarantee of any kind regarding the marketability or the insurability of the title to the Property.

**PROPERTY CONDITION:** The Property is sold in **AS IS, WHERE IS, WITH ALL FAULTS** condition, without any warranty as to its use or condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals, outstanding municipal charges for sewer, water or betterment assessments, connection or capacity charges for the same, or other matters of record which may impact the use of, or title to, the Property, if any, including mortgages, equity lines of credit, liens, attachments, and any State and Federal tax liens which have survived SELLER'S acquisition of the Property. Further, SELLER does not in any way represent, warrant or guarantee the availability of any municipal permits or approvals for the Property; it being the responsibility of BUYER to apply for any required permits or approvals.

**TRANSFER OF TITLE:** The Closing or transfer of title to the Property shall take place on or before the thirtieth (30th) day from the date of this Agreement. The Closing shall occur at Nashua City Hall, 229 Main Street, Nashua, New Hampshire 03061.

**DISCLAIMER:** Except as expressly provided in this Agreement, SELLER hereby disclaims and BUYER hereby waives, any and all warranties of any kind or nature whatsoever, whether express or implied and BUYER acknowledges that BUYER is not relying on any representations of any kind or nature made by SELLER, or any of its employees or agents, with respect to the Property.

**TAXES, UTILITIES:** BUYER shall be responsible for any and all taxes and utilities assessed or incurred with respect to the Property from the date of this Agreement to closing.

**RECORDING FEES AND TRANSFER TAX:** BUYER shall be responsible for all recording fees and transfer taxes which may be assessed with respect to this conveyance.

**LIQUIDATED DAMAGES:** If BUYER shall default in the performance of BUYER'S obligations under this Agreement, the total amount of the DEPOSIT and the SECOND DEPOSIT will, become the property of SELLER as reasonable liquidated damages. Furthermore, upon BUYER'S default hereunder, SELLER reserves the unqualified right to retain the Property, sell the Property to the next highest qualified bidder, re-auction the Property, or dispose of the Property by any lawful means.

### STATUTORY DISCLOSURES:

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 of the air by a professional certified in radon testing

and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

<u>Lead</u>: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair, or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

<u>PFAS</u>: Poly-and perfluoroalkyl substances (PFAS) are found in products that are used in domestic, commercial, institutional and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer's decision regarding the need to install water treatment systems.

<u>Flood</u>: Properties in coastal areas and along waterways may be subject to increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone. Flood information for the Property is unknown to SELLER.

Water Supply: Public

Sewage Disposal System: Public

<u>Insulation</u>: If Property will be used as a 1-4 family dwelling, complete the following:

This information is unknown to SELLER.

Methamphetamine Production on the Property: This information is unknown to the SELLER.

<u>Public Utility Tariff Pursuant to RSA 374:61 for the Financing or Amortization of Energy Efficiency or Renewable Energy Improvements</u>: It is unknown to the SELLER if the Property has any metered public utility services at Property that the BUYER may be responsible for paying as a condition of such utility service is provided under a tariff with unamortized or

ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61. It is unknown to SELLER if there is any remaining term if there was such a tariff and, if so, amount of such charges and any estimates or documentation of gross or net energy or fuel savings resulting from such financed or amortized improvements and investments.

GOVERNING LAW, AMENDMENTS, ATTORNEYS' FEES: This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. This Agreement may be modified only in writing executed by both BUYER and SELLER. The parties agree that any action brought by any party to enforce the terms of this Agreement or in any way attributable to or arising from this Agreement shall be filed in the Superior Court of Hillsborough County - South, Nashua, New Hampshire.

**PRIOR STATEMENTS:** All representations, statements, and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses the parties respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement.

### ADDITIONAL PROVISIONS:

Witness

Time is of the essence for this Agreement	t and any amendments to this Agreement.
BUYER shall contact SELLER at <u>legal@</u> Agreement to schedule the closing.	<u>enashuanh.gov</u> within three (3) business days of the
IN WITNESS WHEREOF, BUYER ANI date first above written.	<b>O SELLER</b> have executed this Agreement as of the
	O SELLER have executed this Agreement as of the  CITY OF NASHUA

BUYER

Name:

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Parcel LUC 3220 - STORE/SHOP

P. NBC Desc COMM FR

Tot

Total AC/HA

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Special Feature Appr

Special Feature Appr

Parcel ID 0018-00023

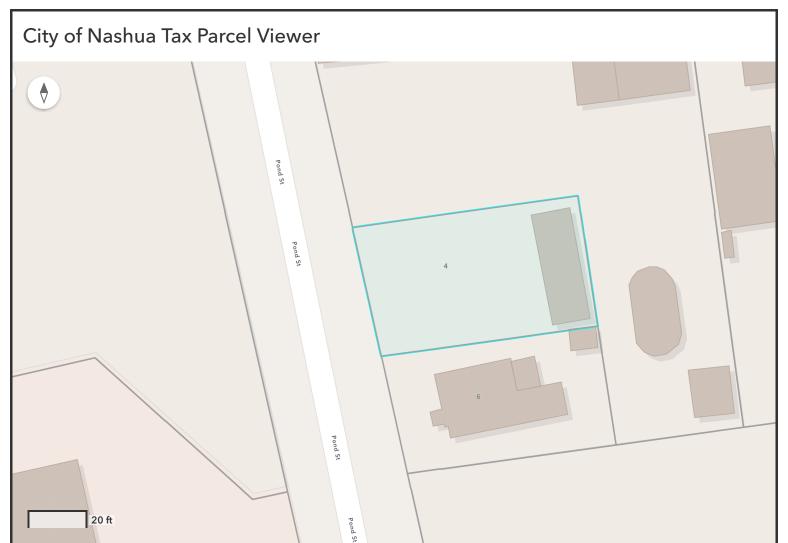
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Yard Item Appr

**Building Totals** 

Parcel Totals

Comments



1 of 2