

BIDS RECEIVED

for



April 4, 2022

Mr. Connor Robichaud Regional Projects Coordinator Central Massachusetts Regional Planning Commission 1 Mercantile Street, Suite 520 Worcester, MA 01608

Dear Mr. Robichaud,

The Zekos Group is excited about the prospect of continuing to partner with you and Central Massachusetts Regional Planning Commission and enthusiastically embraces this opportunity! Enclosed, kindly find our response to your Request for Proposals for Auctioneer Services dated March 14, 2022, as amended by Addendum No. 1 dated March 28, 2022.

We have worked collaboratively with many of your member communities to provide superior service and exceed expectations. Our familiarity with Central Massachusetts, expertise in municipal auctions, innovative marketing strategy and history of proven results in Worcester County will guarantee continued success. Our team works with municipalities, public officials and tax title counsel on a daily basis.

This depth of experience has provided us with valuable insight into sensitive community concerns, legal challenges and political intricacies that your member communities face when dealing with the disposition of real estate. We will ensure each of your participating communities fulfills their fiduciary responsibility and conducts a transparent and professional auction that generates spirited competition.

We respectfully request your consideration. Thank you very much.

Sincerely,

Paul T. Zekos President

# **REQUEST FOR PROPOSALS FOR AUCTIONEER SERVICES**

# Presented to: Central Massachusetts Regional Planning Commission Mr. Connor Robichaud Regional Projects Coordinator

1 Mercantile Street #520, Worcester MA 01608



## Submitted by: **THE ZEKOS GROUP** P.O. Box 549 Shrewsbury, MA 01545 508-842-9000 www.zekosgroup.com



## WHY WE ARE THE BEST CHOICE FOR CMRPC



### MUNICIPAL AUCTION EXPERTS WITH SUPERIOR STAFF

The Zekos Group has worked with more municipalities, sold more properties and generated more revenue for Massachusetts cities and towns than all other auction firms combined. Our team is professionally and personally committed to providing exemplary service, rapid response, innovative concepts and impressive outcomes.



### PROVEN RESULTS IN CENTRAL MASSACHUSETTS

Our firm has facilitated dozens of auctions in Central Massachusetts that have produced millions of dollars and exceeded expectations. We understand Worcester County and the uniqueness and market conditions of each of its communities.



### **RELATIONSHIP WITH MUNICIPAL OFFICIALS**

We work collaboratively with Town and City Officials to ensure a successful outcome. We often meet with boards of selectmen and city council members in executive sessions, communicate regularly with municipal counsel and interact with mayors, town managers, treasurers and other officials. Our clients are appreciative of our advice, counsel and expertise.



### FACULTY MEMBER OF MCTA

The Massachusetts Collectors and Treasurers Association has entrusted our President with educating its members about tax possession auctions.



### COMMONWEALTH OF MASSACHUSETTS CONTRACT

We are the only auction company over the last nine years that has been retained by the Commonwealth to auction surplus real estate.



### **AWARD WINNING AUCTIONEERS**

Paul Zekos has been credited with being one of the most effective auctioneers in the country and was previously the Massachusetts Auction Champion. You can count on us to make sound, strategic decisions and maximize revenue. Paul was also inducted into the Massachusetts Auctioneers Hall of Fame.

### ATTACHMENT A:

### QUALIFICATIONS PROPOSAL FORM

### Attach Additional Pages where Necessary

### 1. Experience in tax possession sales over the past ten (10) years

**HIGHLY ADVANTAGEOUS-** Our firm has sold far more than three hundred (300) properties of similar scope over the past ten (10) years. Please find a sampling below that exceeds requirements.

Municipality	Properties Sold	Municipality	<b>Properties Sold</b>
Participating <b>Cen</b> t Communities:	tral Massachusetts	Sampling of Con the Commonwea	nmunities from around alth:
Ashburnham	2	Billerica	21
Ashby	9	Fairhaven	28
Athol	60	Gloucester	14
Auburn	3	Holbrook	7
Charlton	14	Holliston	4
Clinton	18	Framingham	18
Douglas	21	Milford	3
Dudley	5	Melrose	2
Fitchburg	28	Newbury	13
Gardner	8	Norfolk	12
Grafton	3	North Adams	17
Hardwick	5	Plymouth	22
Lancaster	9	Pembroke	32
Leicester	6	Pittsfield	12
Leominster	13	Revere	21
Millbury	13	Seekonk	21
Millville	9	Wareham	25
New Braintree	2	Walpole	1
North Brookfield	8	vvalpole	1
Oxford	12	Total	273
Princeton	10	TOTAT	215
Rutland	9		
Shrewsbury	3		
•	17		
Southbridge	9		
Spencer Sterling	9	Total Properties	e Sold
Sturbridge	8	Total Properties in this Sampling	
Sutton	0 1	in uns sampling	y. 625
Upton	4		
Webster	4 27		
West Brookfield	5		
	5 1		
Westborough Westminster	8		
Total	350		

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### 2. Experience in tax possession sales within Worcester County within the past ten (10) years.

**HIGHLY ADVANTAGEOUS-** Our firm has held considerably more than twenty (20) municipal tax possession auctions of similar scope within Worcester County over the past ten (10) years. Please find a sampling of those auctions below.

Municipality	Auction Date	Municipality	Auction Date
Ashburnham	2018	New Braintree	2016
Athol	2021,2019, 2017, 2015	North Brookfield	2019, 2015
Auburn	2016	Oxford	2021, 2014
Charlton	2021 <sup>2</sup> , 2016	Princeton	2021 <sup>2</sup>
Clinton	2022, 2020, 2013, 2012,	Rutland	2020, 2014
Douglas	2021, 2013	Shrewsbury	2019
Dudley	2017	Southbridge	2019, 2017, 2015
Fitchburg	2021, 2020, 2018, 2016	Spencer	2020, 2018
Gardner	2019	Sterling	2021
Grafton	2015	Sturbridge	2016
Hardwick	2016	Sutton	2017
Lancaster	2019, 2014, 2012	Upton	2017
Leicester	2020, 2018, 2015, 2013	Webster 2021	, 2020, 2018, 2017, 2016
Leominster	2021, 2017	West Brookfield	2017
Milford	2021	Westborough	2016
Millbury	2020, 2019, 2014	Westminster	2021
Millville	2018	Total Auctions:	64

### SAMPLING REFLECTS 64 AUCTIONS IN 33 WORCESTER COUNTY MUNICIPALITIES.

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### 3. Qualifications of professional staff/subcontractors employed by the firm.

### 3A: Massachusetts Real Estate Licensed Salesperson

**HIGHLY ADVANTAGEOUS-** Paul Zekos has been a licensed Real Estate Salesperson for over thirty (30) years, far exceeding the criteria. Please view the documentation from the Commonwealth of Massachusetts below.

Home Manage	e Licenses, Permits and	d Certificates File a	nd Track Complaints	
Advanced Searc	h 🔻			
For DPL information, pl	ease visit the DPL website. please visit the ABCC websit ertaining To:		g the status and discipline infor	mation shown below.
Licensee Deta	it			1
Licensing Entity: License Type: S Type Class: S License Issue Date: License Expiration Current Discipline: Prior Discipline: Name: PAUL ZEI Business Name: DBA Name:	alesperson 08/01/1986 Date: 10/06/20	n of Real Estate Brokers 122 Sta	and Salespersons tus: Current	
✓ Public Doci	iments			
Attachment List	Type Size	Latest Update	Action	
No records found.	type aize	Latest opoare	Action	
	COMMONW DIVISION OF ISSUES LIC. REA	hen Detach Along All Pe EALTH OF MASS F PROFESSIONAL BOARD OF REAL ESTATE THE FOLLOWING L AL ESTATE SALESF	CENSE	
	PAUL ZEKOS 382 BOSTON 1 STE 222 SHREWSBUR 87989	TURNPIKE Y, MA 01545-3466 10/06/2022	923358	
sals	LIGENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER	Auctioneer Services

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### 3. Qualifications of professional staff/subcontractors employed by the firm.

### **3B: Licensed and Bonded Massachusetts Auctioneer**

**HIGHLY ADVANTAGEOUS-** Paul Zekos has been a licensed and bonded Massachusetts Auctioneer for thirty-five (35) years. Kindly view the documentation below indicating he remains an auctioneer in good standing and holds a current and valid license per the Massachusetts Division of Standards.



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COMMONWEALTH OF MASSACHUSETTS Office of Consumer Affairs and Business Regulation DIVISION OF STANDARDS One Ashburton Place · Room 1115 · Boston, MA 02108 (617) 727-3480 · Fax (617) 727-5705 www.mass.gov/standards

MIKE KENNEALY SECRETARY OF HOUSING AND ECONOMIC DEVELOPMENT EDWARD A. PALLESCHI

UNDERSECRETARY OF CONSUMER AFFAIRS AND BUSINESS REGULATION

JAMES P. CASSIDY JR. DIRECTOR OF STANDARDS

March 14, 2022

RE: Auction Licensee Paul E. Zekos MA Auctioneer Number # 104

Please be advised that the above referenced auctioneer is in good standing with this Division. The Licensee last renewed the license on **September 9**, 2021. The license remains in effect until **October 7**, 2022. There has been no disciplinary action taken against this licensee.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,

James P. Cassidy Jr.

James P. Cassidy, Jr. Director

A true copy



### 4. Quality of Marketing on the bidder's past 3 municipal auctions

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**HIGHLY ADVANTAGEOUS-** Our firm's marketing effort is significant in print and digital media and would reach the best pool of buyers.

We invest thousands of dollars of our own money in comprehensive marketing strategies that ensure high-impact market saturation. Please view our past three auctions and marketing summary on the following pages.





### ADVERTISING, SIGNAGE, DIRECT MAIL AND OPEN HOUSES

We will aggressively **advertise** the properties in local and regional newspapers, trade publications and utilize web-based and **direct mail marketing** tools to publicize the auction. If appropriate, our firm will present informational bidder seminars, **conduct open houses** and **post signs** promoting the auction on properties to be sold. We will send an attractive, multi-color **auction alert** to an extensive **mailing list** of active prospective buyers and follow-up with **email notifications**. We will also focus on builders, investors, end users and real estate firms in the municipality's geographic area. **Target mailings** will be sent to individuals that abut the parcel offered at the auction and **press releases** will be issued to local media

### **DIGITAL AND INTERNET MARKETING**

Our **specialized website** will feature the municipalities auction and community banner on the homepage. The mobile-friendly site allows visitors to easily access detailed information, photographs, public documents and maps for each property. This convenient promotional tool advertises the properties and outlines terms and conditions. The properties will be publicized on other **high traffic auction and real estate websites** along with innovative **internet advertising** that will saturate the market. We own the latest technology and can conduct a live simulcast internet auction if appropriate.





### **COMMUNICATION AND INQUIRY RESPONSE**

In an effort to alleviate the demand on municipal offices and employees, our firm will operate as the **communications center** for the municipality's auction. We will assume the responsibility of direct communication with all interested parties. We will answer and track all **telephone and email inquiries** and recommend that the municipality refer all prospective buyers to our firm so that we may assist them with the bid process. Our firm strongly believes in **personal service** and we will communicate directly with interested parties and distribute information and materials as requested via the internet, facsimile, and U.S. Postal Service.

## **CLINTON QUALITY OF MARKETING**



Our most recent auction for Clinton offered 8 townhouses and generated \$2.1 Million. It was advertised extensively and was very well attended. Please find the following sampling of evidence from our Quality of Marketing strategy.

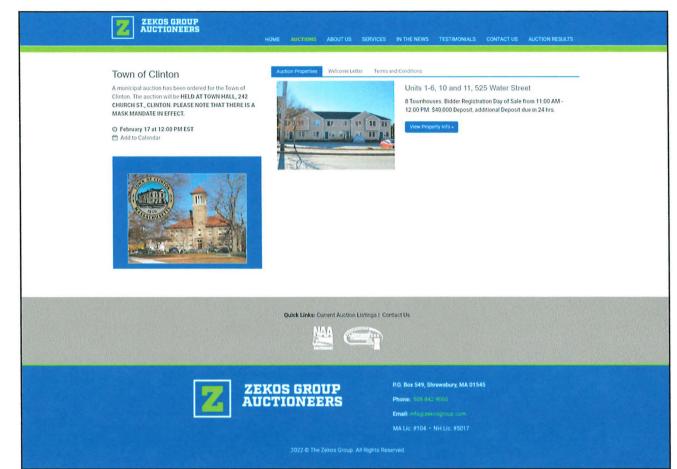
- Direct Mailing Notice
- Municipal Interior Website Page
- Multiple Email Notifications "Auction Alerts"
- Abutter Notice Flyer
- Print Media (multiple runs in each publication):
  - The Item (Clinton)
  - Worcester Telegram & Gazette
  - Fitchburg Sentinel & Enterprise
  - New England Real Estate Journal

Major Digital Real Estate Marketing

- Internet Advertising:
  - Homes.com
  - Landwatch.com
  - MyStateMLS.com
  - Realtor.com
  - Realtytrac.com
  - Trulia.com
  - Zillow.com
  - Lakehouse.com



# **Municipal Interior Website Pages**



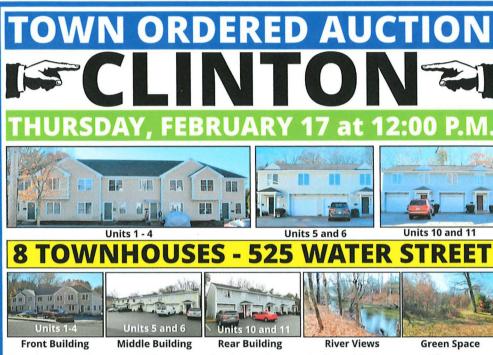
## **Details and Description**



## **Documents and Photos**



# Direct Mailing Notice and Email Notification "Auction Alert"



Rare investment opportunity to acquire 8 townhouses to be sold as a group. The revenue generating units are located in Rivers Edge Condominium which is a three building complex built about 2005. The townhouses are believed to have similar layouts and offer 3 bedrooms, 2.5 bathrooms, central heat and air conditioning, plentiful parking and public water and sewer. Units 1 - 4 have  $\pm$ 1,442 sq. ft. of living area. Units 5, 6, 10 and 11 have  $\pm$ 1,195 sq. ft., as well as a one car garage and patio overlooking the river.

Currently occupied with tenants at will, the units produce monthly income and sit between the Nashua River and Savage Playing Field. The units will likely need to be phased into the condominium association by the new owner.

# zekosgroup.com

Terms: Bidder registration day of sale at Town Hall from 11AM to 12PM. A deposit of \$40,000 in certified or bank cashier's check is required to register to bid. An additional deposit bringing the total deposit to 10% of purchase price is due within 24 hours. Closing in 30 days. Property sold as is. We make no representations, warranties or guarantees as to the accuracy of information provided and urge all bidders to rely entirely on their own investigation. To be held at Clinton Town Hall, 242 Church Street, Clinton, MA. Visit website for property details, terms and conditions.



ZEKOS GROUP AUCTIONEERS 508-842-9000



TO BE SOLD AS A GROUP CHICOPEE

5 INDUSTRIAL BUILDINGS ON THE CHICOPEE RIVER OFFERED IN THE ENTIRETY

BROCK TON GAS STATION/CONVENIENCE STORE ON RTE. 27 CURRENTLY OPERATING

> SWANSEA 80 ROOM HOTEL ON RTE. 6 CURRENTLY HOLIDAY INN EXPRESS

Visit our website for more upcoming Municipal and Lender Foreclosure Auctions. Click here to visit website.



CHICOPEE



BROCKTON FORECLOSURE AUCTION





SWANSEA FORECLOSURE AUCTION



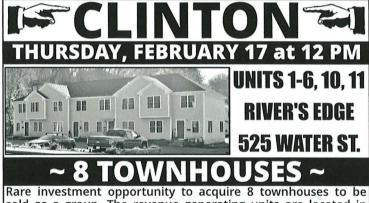


The Zekos Grou MA Lic. #104 NH #5017

# **Print Media**







sold as a group. The revenue generating units are located in Rivers Edge Condominium, which is a three building complex built about 2005. The townhouses are believed to have similar layouts and offer 3 bedrooms, 2.5 bathrooms, central heat and airconditioning, plentiful parking and public water and sewer.

### ZEKOSGROUP.COM HELD AT CLINTON TOWN HALL VISIT WEBSITE FOR DETAILS, TERMS AND CONDITIONS. ZEKOS GROUP AUCTIONEERS 508-842-9000

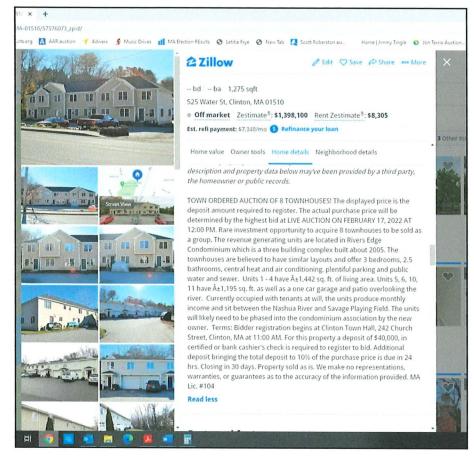


ZEKOS GROUP

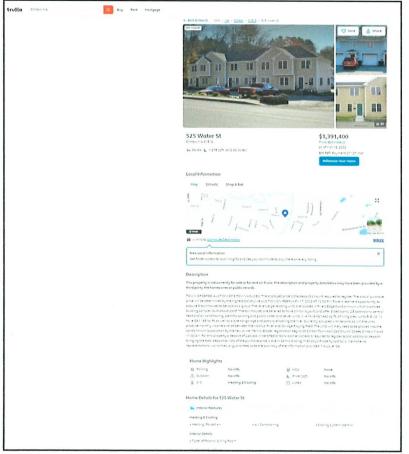
AUCTIONEERS 508-842-9000

# **Internet Advertising**

### Zillow.com



### Trulia.com



### MyStateMLS.com



TOWN ORDERED AUCTION OF 8 TOWNHOUSES! The displayed price is the deposit amount required to register. The actual parchase price will be determined by the highest bid at LUXE AUCTION ON FEBRUARY TJ, 2022 AT 12:00 AH, Rave investment opportunity to acquire 8 townhouses to be sold as a group. The revenue generating units are forated in Rivers fage Condominum which is a three building complex built about 2005. The townhouses are believed to have similar layouts and offer a bedrooms, 2.5 bathrooms, central heat and air conditioning, plentful parking and public water and sewer.

### Lakehouse.com



### WAREHAM QUALITY OF MARKETING



# WAREHAM

TOWN ORDERED AUCTION SINGLE FAMILY HOME

ANULADY 44 2022 -4 4205

JANUARY 14 2022 at 12PM



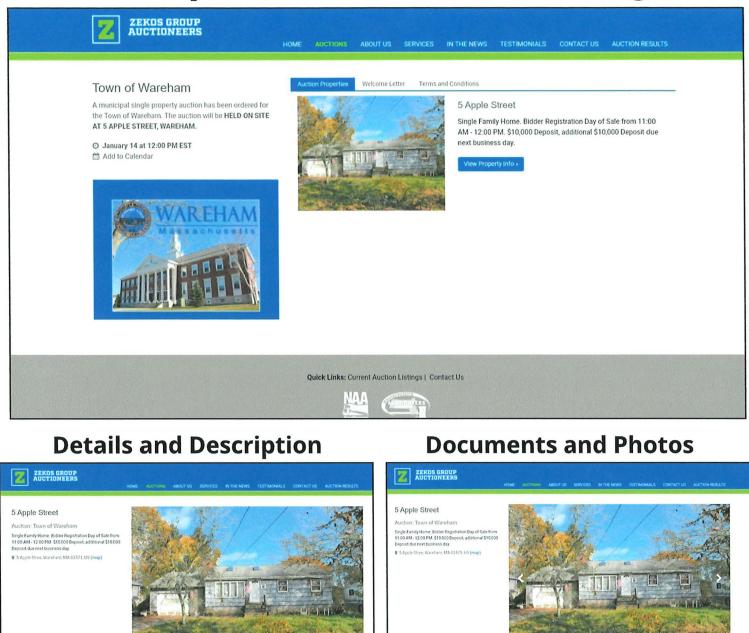
Multiple auction initiatives have produced over \$1,750,000 dollars for the Town of Wareham. We are currently working on a surplus auction of a former school building scheduled for May 11, 2022.

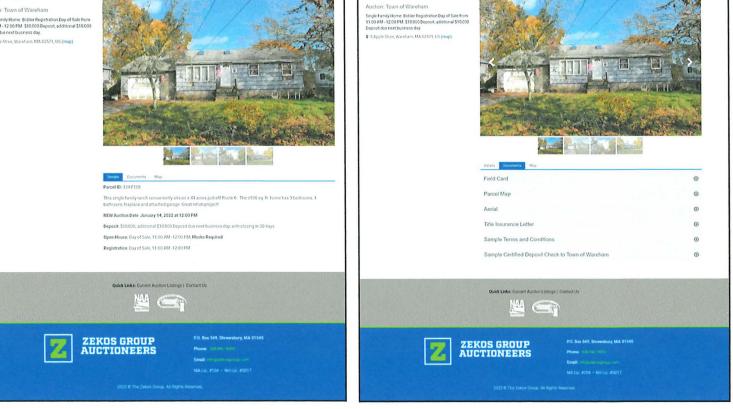
A recent auction for the Town drew over 30 qualified bidders, received local news coverage and was praised by the Town Administrator. You will note from the marketing materials that there were multiple date changes for this auction due to legal actions and a major snow storm. We relentlessly continued our efforts to ensure success.

Please find the following sampling of evidence from our Quality of Marketing strategy.

- Direct Mailing Notice
- Municipal Interior Website Page
- Multiple Email Notifications "Auction Alerts"
- Abutter Notice Flyer
- Print Media (multiple runs):
  - Wareham Courier and Sentinel
- Internet Advertising:
  - Homes.com
  - Landwatch.com
  - MyStateMLS.com
  - Realtor.com
  - Realtytrac.com
  - Trulia.com
  - Zillow.com

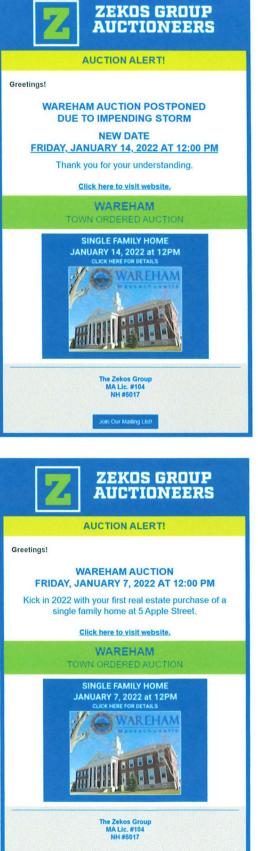
# **Municipal Interior Website Pages**





# Direct Mailing Notice and Email Notifications "Auction Alerts"





# Print Media

WICKEDLOCAL.COM/COURIERSENTINEL | THURSDAY, NOVEMBER 25, 2021 | 3/

### Join Sippican Lands Trust for a post-Thanksgiving dog walk

COURTESY OF SIPPICAN LANDS

MARION - The Sippican Lands Trust invites your pooch(es) and you for our annual Post-Thanksglving Dog Walk on Sunday, Nov. 28, at 1 p.m. at our White Eagle property (part of Aucoot Woods). All dogs and owners are welcome. Dogs must be leashed and under their owner's control at all times. Registra-tion is required for this walk and please visit

visit www.sipplcanlandstrust.org/events to register for this walk. The 248-acre White Eagle property supports a rich diversity of habitats in-cluding upland pine, mixed hadwood forest, shruband wooded swamp, fresh-water marsh, and tranberry bogs. The White Eagle property and surrounding land make up a 402-acre contiguous parcel of land that is home to several rare and threatened species including

the Eastern Box Turtle, the Spotted Tur-tle, and the Water-willow Stem Borer. White Eagle is located off of Route 6 in Marion. Turn onto Parlowtown Road across from the town cemetery and fol-low the road until you reach the cul-de-sac. Veer left onto the dirt road and fol-low past an abandoned cranberry bog on your right. The dirt road is bumpy so please use caution when driving. Park-ing is available directly past the bog and along the dirt roadside. The klosk is a short walk beyond. Defase dress appropriately for the day's weather and please bring water for your canine companion(s) and you. Only the worst weather will cancel an SLT walk. If a walk is canceled, then in-formation will be posted to SLT's web-site and Pacebook page. For directions or further information visit spipican-landstrust.org or call Sippican Lands Trust at 508-748-3080.

McNulty, Jessica Lynn 8 Honor Roll



All dogs and owners are welcome. Dogs must be leashed and under their owner control at all times. Registration is required for this walk and please visit www.sippicanlandstrust.org/events to register for this walk.courtesy PHOTO

#### **Honor Roll**

Continued from Page 2A

Troupe, Indiana Carleton 11 Honor Roll Viveiros, Jennifer NMM 11 Honor Roll Black, Mikayla Laval 10 Honor Roll Dows, Christopher Joseph 10 Honor Roll Enos, Michael David 10 Honor Roll Guaman, Jessica Melina 10 Honor Roll McDuffy, Julia Catherine 10 Honor Roll Pettersen, Alexis Sophia 10 Honor Roll Quinones, Ma'Laysia Nae'Lyn 10 Honor Roll

Roll Ripley, Leo Joseph 10 Honor Roll Rodrigues, Isabella Jayne 10 Honor Roll Samuels, Malachi Julian 10 Honor Roll Susko, Kyle Joseph 10 Honor Roll Andrade, Hartmut John 9 Honor Roll Fernandes, Dae'von Robert 9 Honor Roll Gaitane, Matthew John 9 Honor Roll Gaitane, Matthew John 9 Honor Roll Montrond, Nevaeh Lynne Anneel 9 Honor Montrond, Nevaeh Lynne Angel 9 Honor

Koli Pries Alavache, Kimora Lee 9 Honor Roll Rivas, Nolan Juaquin 9 Honor Roll Baker, Isaai Freeman B Honor Roll Baker, Isaiah Edward 8 Honor Roll Bapano, Abigai Rose 8 Honor Roll Baptiste, Noah Michael 8 Honor Roll Brown, Colly Jacob 8 Honor Roll Chaves, Antonio Joseph B Honor Roll Chaves, Antonio Joseph B Honor Roll Dame, Ryan Christopher 8 Honor Roll Buggian, McKenna Nicole 8 Honor Roll Eugenio, Kelsey Rosalin 8 Honor Roll Eugenio, Kelsey Rosalin 8 Honor Roll Gilpatrick, Andrew Ryan 8 Honor Roll Gouveia, William Michael 8 Honor Roll Johnson, Jordan Alexander 8 Honor Roll Kelley, Cameron David 8 Honor Roll Kelley, Cameron David 8 Honor Roll Kelley, Cameron David 8 Honor Roll MacFarlane, Loralye Mary 8 Honor Roll Pires Alavache, Kimora Lee 9 Honor Roll

mcnutury, Jessica Lynn B Honor Roll Nelson, Emma May B Honor Roll Pacheco, Emma Rose B Honor Roll Petry, Msaydes Joy B Honor Roll Regan, Jordan Scott B Honor Roll Rocha, Nina Jayne B Honor Roll Thibeauti, Alana Marie B Honor Roll Thibeauti, Alana Marie B Honor Roll Roll Voner, Nikolas John 8 Honor Roll Baptiste, Rani Azariah 12 Achievement Roll Gomes, Riley Madison 12 Achievement Roll Hogan, Colleen Rose 12 Achievement

Hogan, Colleen Rose 12 Achievement Roll MacDonald, Logan Daniel 12 Achieve-ment Roll Roman, Luis Alexis 12 Achieve-ment Roll Roman, Luis Antonio Montalvo 12 Achievement Roll

Achievement Roll Tamburrini, Vincent Wayne 12 Achievement Rol

Tripp, Austin James 12 Achievement

Wiley, Luke Christopher 12 Achievement Roll Behring, Brenden Edward 11 Achieve-

ment Roll Burdick, Alexander Charles 11 Achieve-

ment Roll Davis, Osheanna Jade 11 Achievement Roll Girard, Nathaniel Andrew 11 Achieve-

ment Roll Houghton, James Scott 11 Achievement

O'Toole, Jesse James 11 Achievement

Roll Sut, Wendy Cecilia 11 Achievement Roll Brown, Aliyah Jade 10 Achievement Roll Colon, Zachary Angelo 10 Achievement

Roll Dillen, Aidan Pierre 10 Achievement Roll Elmes, Davario Nori 10 Achievement Roll Gavin, Robert Charles 10 Achievement

Girard, Samantha Gayle 10 Achievement McEwan, James Leo 10 Achievement Roll Nereu, Madison Jean 10 Achievement Phillips, Riana Crystal 10 Achievement Rocha, Aleks Laramie 10 Achievement Sylvia, Robert Francis 10 Achievement Annadale, Amanda Lynne 9 Achievement Roll Clarke, Tyler Brookes 9 Achievement

Orne, Jorja Lynn 9 Achievement Roll Roberts, Amber Irene 9 Achievement Roll Anderson, Katie Elizabeth 8 Achieve ment Rol ment Roll Cannon, Brayden Charles & Achieve-ment Roll Delorie, Grace Leigh & Achievement Roll Gonsalves, Daniel James & Achievement Jackson, Livia Ann 8 Achievement Roll Kerwin, Seamus Dean 8 Achievement Mombrini, Victoria Cavalcante 8

## **Actual Ad Size** Wareham Courier



This single family ranch conveniently sits on ±.44 acres just off Rte. 6. The ±936 sq. ft. home has 3 bedrooms, 1 bathroom, fireplace and attached garage. Great rehab project. Town Says Sell!

> ze kosaroup.com

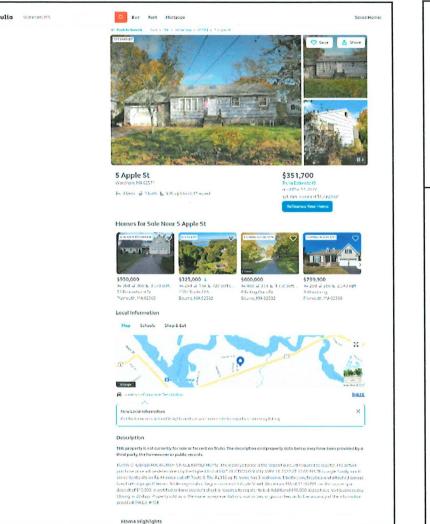
VISIT WEBSITE FOR PROPERTY DETAILS, TERMS AND CONDITIONS.

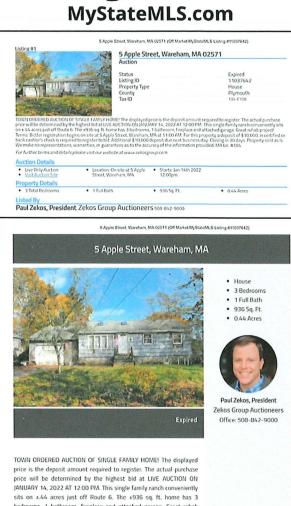
ZEKOS GROUP AUCTIONEERS 508-842-9000



# **Internet Advertising**

### Trulia.com

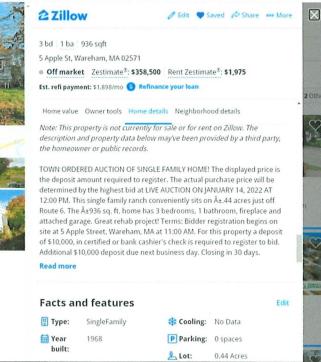




bedrooms, i bathroom, freplace and attached garage. Great rehab project! Terms: Bidder registration begins on site at 5 Apple Street, Wareham, MA at 11:00 AM. For this property a deposit of \$10:000. certified or bank cashier's check is required to register to bid. Additional \$10,000 deposit due next business day. Closing in 30 days. Property sold as is. We make no representations, warrantics, or guarantees as to the accuracy of the information provided. MA Lic. #104



### Zillow.com



### PRINCETON QUALITY OF MARKETING



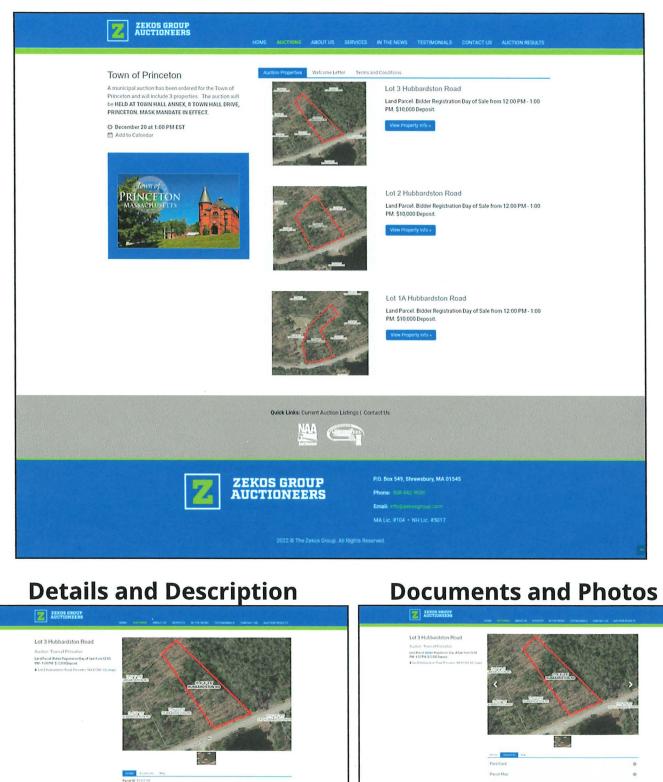
Two Auctions for the Town of Princeton generated \$635,500.00 for the Town coffers. Legal complexities delayed one of the auctions, but the properties were ultimately sold.

Please find the following sampling of evidence from our Quality of Marketing strategy.

- Direct Mailing Notice
- Municipal Interior Website Page
- Multiple Email Notifications "Auction Alerts"
- Abutter Notice Flyer
- Print Media (multiple runs):
  - The Landmark
  - Worcester Telegram and Gazette
  - Redemption Rock News
- Internet Advertising:
  - Landwatch.com
  - MyStateMLS.com
  - Realtor.com
  - Realtytrac.com
  - Trulia.com
  - Zillow.com

# **Municipal Interior Website Pages**

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Deposit \$10,000 in the form of a taken of Open House N.A. Reportation Day of Sales 12102 PM - 100 PM

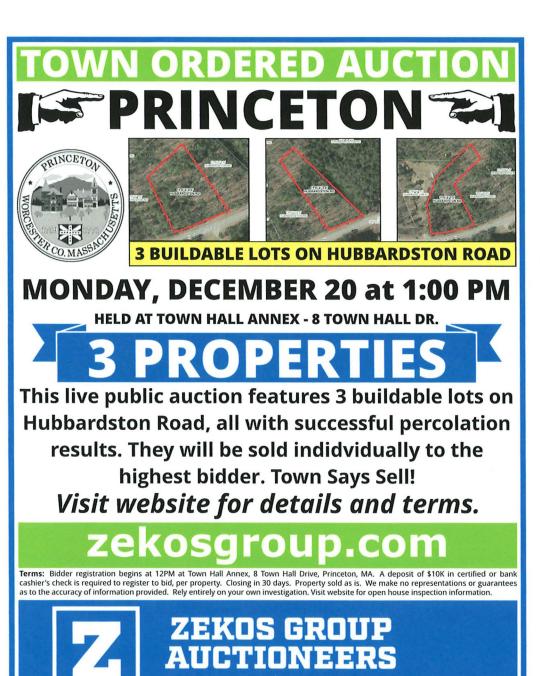
ZEKOS GROUP AUCTIONEERS

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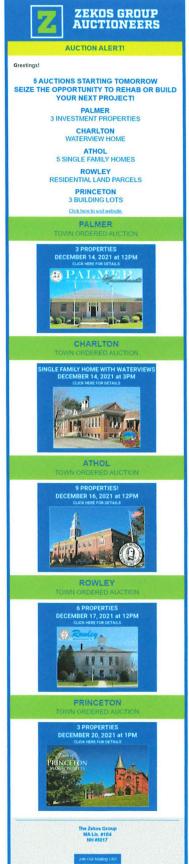
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This 2.2 arm part of two 1.223 ft. of Fortuge on Roda 5.2 in the Desneys Industrial Jonnig Betrick. The pre-sec International constraints and has been a successful neuroisness was f Plan of Land Regarding Lot 2 and Lot 3 Auction Date: Documents 20, 2021 of 1 02 FM. Please note Press to a mask mandata in effort. Cardinal Depart Charle in True of Po-Z ZEKOS GROUP AUCTIONEERS

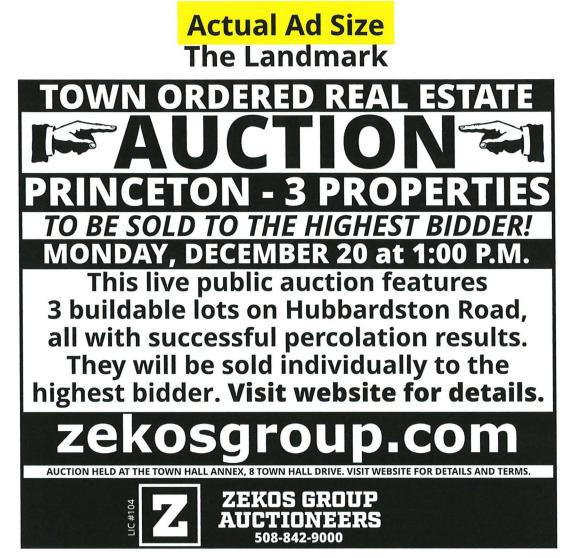
# Direct Mailing Notice and Email Notifications "Auction Alerts"



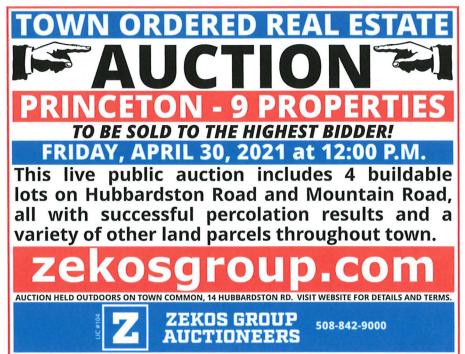
508-842-9000



# **Print Media**

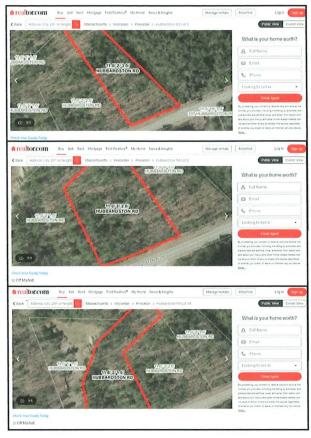


# **Redemption Rock News Half Page**



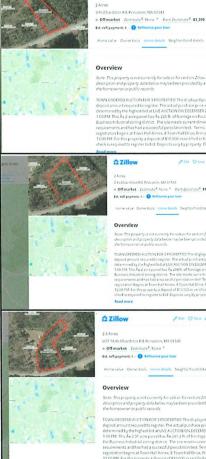
# **Internet Advertising**

### **Realtor.com**



### **Zillow.com**

Zillow



### oning district. The 2 Zillow

may've been prov



#### Overview

ALCTION FOR 3 FR

#### 1 200 0 200 1

edston Rd, Pro on MA 0154 a Off market Zestimute ! None !

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#### Overview

Note: This property description and pro-the homeowner or p

DERED AUCTION FOR 3 P

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### MyStateMLS.com





### 5. References from clients

**HIGHLY ADVANTAGEOUS-** Our firm has included 20 references, 13 of which are municipal references from participating communities.

### **PARTICIPATING COMMUNITIES:**

Town of Ashburnham Ms. Sara Paz., Treasurer/Tax Collector 32 Main Street Ashburnham, MA 01430 978-827-4100 Ext. 110 *"From first contact with The Zekos Group, I was extremely impressed with the professionalism exuded. From proposal to auction day, your communication was direct and informative. Not to mention, enjoyable. When something came up, you wasted no time letting us know so we could rectify and move on. The experience was exceptional, and I absolutely look forward to working with you again in the future."* 

Town of Athol Mr. Shaun A. Suhoski, Town Manager 584 Main Street Athol, MA 01331 978-249-2496 *"We appreciate your tireless efforts on behalf of the Town. The auction revenue far exceeded our expectations. Thank you for providing sound advice and protecting the best interests of the Town."* 

### Town of Charlton

Andrew M. Golas, Town Administrator 37 Main Street Charlton, MA 01507 508-248-2239

"The Zekos Group are top-notch auctioneers who are great to work with and know how to get the most for their clients, especially municipalities. Paul and his team engage their audience with humor and wit, in a style that makes everyone want to be part of the action. The Zekos Group makes truly personal connections with their clients, ensuring that they know just what the municipality is looking to achieve in any auction. I highly recommend the Zekos group to be included in any bid for municipal auctioneer services."

### Town of Douglas

Cheryl J Vaidya, CMMT & CMMC, Treasurer/Collector 29 Depot Street Douglas MA 01516 508-476-4000 *"Thank you and your team for a very successful auction on April 27th. The Town was able net over 500K and get properties back on the tax roll. Many comments about how interactive you were with the crowd!"* 

#### **Town of Dudley**

Mr. Richard A. Carmignani Jr., Treasurer/Collector 71 West Main Street Suite 2 Dudley, MA 01571 508-949-8002 *"This particular auction required you to work extensively with the Selectmen, Town Admin., Health Agent, and Building Comm. to understand their concerns and ultimate goals for the Town. A few of the auction properties offered by the Town were marginal, but you had managed to maximize the final selling price through artful marketing and strategic buyer targeting. .....l'm proud to* 

announce the auction was a tremendous success....."

**City of Fitchburg** Anne M. Cervantes, Treasurer/Collector 166 Boulder Drive, Suite 108 Fitchburg, MA 01420 978-829-1830 *"Your strategic decisions and attention to detail proved very effective at producing a stellar outcome. Every parcel was sold and we realized more revenue than anticipated."* 

### City of Leominster

Paul P Redmond, CMMT, City Treasurer / Collector 25 West Street, Room 1 Leominster, MA 01453 978-534-7509 *"When it was time for the City to have a public auction, The Zekos Group did everything – with almost no time or effort for me. The best part was that I could completely trust their team to represent the City professionally with our taxpayers and potential buyers."* 

### **Town of Millville**

Lisa A. Larue, Treasurer/Collector 290 Main Street Millville, MA 01529 (508) 883-7449

"You set the stage for success by walking us through the entire process. Your site visits, meetings with Town Officials, phone calls, insight and follow-up from beginning to end made the difference. Your ability as an auctioneer made bidders comfortable and kept them laughing. Amazing job!"

### Town of Oxford

Ms. Jennifer Callahan, former Town Manager of Millville, <u>current</u> Town Manager of Oxford Oxford Town Hall 325 Main Street Oxford, MA 01540 (508) 987-6030 *"The Zekos Group took on this challenge and owned it from start to finish. You worked with every* 

town official endlessly and dealt with every challenge masterfully. Everyone knew about this auction and had easy access to the detailed information you compiled. I simply would not consider conducting another auction without the expertise and guidance of the Zekos Group!"

#### Town of Oxford

Ms. Jillian K. Connor, Treasurer/Collector 325 Main Street Oxford, MA 01540 508-987-6038

"Zekos Group helped execute a seamless auction process from start to finish. Without their help and immense knowledge, I don't think it would have been half as successful as it was. We found Zekos Group to be such a valuable resource, that we could not have done it without them and will always be utilizing their services in the future."

#### Town of Rutland

Rebecca L. Tuttle, Treasurer/Collector Community Hall 250 Main Street Rutland, MA 01543 508-886-4103 *"Your professionalism, proactive approach, extensive consultation and enthusiasm were instrumental to our success. You had our back!"* 

#### **Town of Sterling**

Ms. Victoria Smith, Treasurer/Collector 1 Park St Sterling, MA 01564 978-422-8111 x.2312

"I did my very first auction this past November in Sterling MA and it was a complete success. The work that the Zekos Group did prior to and the day of the auction was top-notch. The bidding process was very nerve racking but at the end of the day Paul Zekos was able to get us way more than we anticipated. I would recommend Zekos Group to anyone wanting to have an auction."

Town of Webster Dawn M. Portman, Assistant Treasurer 350 Main Street Webster, MA 01570 508-949-3800 Ext. 1019 *"We think you and your team are amazing. Your insight, ideas, communication and control of the process achieved an impressive result."*  **OTHER COMMUNITIES:** These were part of our sample auctions in Attachment A.

### Town of Billerica

John Clark, Treasurer/Collector 365 Boston Road Office #113, 114, 115 Billerica, MA 01821 978-671-0928 *"For any treasurer who has the* 

"For any treasurer who has the good sense to retain your firm, they will come to the realization that you are their secret weapon. Your innovative marketing generated a result that was nothing short of miraculous!"

### **City of Framingham**

Carolyn Lyons, Treasurer/Collector 150 Concord Street Room 111 Framingham, MA 01702 508-532-5430 **"Your professional advice and strategic planning helped generate far more than we ever expected."** 

### **Town of Newbury**

Ms. Diane M. Doyle, Treasurer/Collector 12 Kent Way, Suite 101 Byfield, MA 01922 978-465-0862 Ext. 305

"The excellent turnout on auction day and excitement resulted in a positive bidding environment and successful disposition of properties. Throughout the auction process your dynamic team was responsive, collaborative and professional. We would recommend Zekos to any municipality in need of auction services."

### **Town of Norfolk**

Anne Marie Duggan, Treasurer/Collector One Liberty Lane Norfolk, MA 02056 508-541-3323 *"Thanks for your expert analysis of the properties and making sure everything was perfect. We did it!"* 

Town of Pembroke Ms. Kathleen McCarthy, Treasurer/Collector 100 Center Street Pembroke, MA 02359 781-293-3893 "You did it again! Your marketing strategy, hard work and expertise filled the room with bidders and helped us exceed expectations." **Town of Plymouth** Pamela Borgatti, Treasurer/Collector 26 Court St. Plymouth, MA 02360 (508) 747-1620 ext. 10291

"Your experience and professionalism resulted in \$580,000 for valuable community services. We look forward to our next auction with your firm."

Town of Wareham John D. Foster, Finance Director - Town Treasurer/Collector 54 Marion Road Wareham, MA 02571 (508) 291-3150 *"Thank you for making the Wareham auction hugely successful. Your guidance, knowledge of the process, and conduct of the auction resulted in a terrific outcome!"* 

### ATTACHMENT B: FEE PROPOSAL FORM

Please See Sealed Envelope Marked "Regional Auctioneer Fee Proposal"

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### ATTACHMENT C: CERTIFICATIONS Page 1 of 3

#### CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies, on behalf of the named proposer, under penalties of perjury, that this proposal has been made and submitted in good faith and without collusion or fraud with any other person, and that the proposer has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, the undersigned certifies under the penalties of perjury that throughout the duration of any contract made in connection with the proposal, it will not have any financial relationship with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Signed

4/4/22\_

Paul T. Zekos, President

NAME OF BUSINESS: The Zekos Group

### ATTACHMENT C: CERTIFICATIONS Page 2 of 3

#### TAX CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, the undersigned, acting on behalf of the Contractor, certifies under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support\*.

ignature of dividual

04-3347575

\*\*\*Contractor's Social Security Number Or Corporate Contractor Federal Identification Number

Date: <u>44722</u>

By: N/A Corporate Officer

(Mandatory, if applicable)

NAME OF CONTRACTOR: The Zekos Group

### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

The Zekos Group

1 Beaver Drive, Shrewsbury, MA 01545 Principal Place of Business

### 508-842-9000

Phone/Fax

4/4/22 Date

### ATTACHMENT C: CERTIFICATIONS Page 3 of 3

#### CERTIFICATE OF AUTHORITY

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### CERTIFICATE OF AUTHORITY (For Corporations/LLC's/LLP's/Entities Only)

At a duly authorized me	eting of the Board of Directors/Members/P (Name of Entity) held on <b>N/A</b>	artners of the
<u>N/A</u>	(Name of Entity) held on_N/A	(Date) at which all the
Directors/Members/Par <b>N/A</b>	tners were present or waived notice, it was (Name) the N/A	voted that (Officer/Title) of this
• •		
A TRUE COPY, ATTEST:	N/A	
	(Signature/Title)	
Place of Business:	N/A	
I hereby certify that I an	n the <u>N/A</u> (Title) of Corporation) that <u>N</u>	
(Officer, Name) is duly	elected <u>N/A</u> (Title) of said co	ompany, and the above vote has not

been amended or rescinded and remains in full force and effect as of the date of this contract.

### N/A

(Signature/Title)

### N/A

(Typed Name/Title)

### N/A

(Date)

\_\_\_\_\_

Subscribed and sworn to before me	(Corporate Seal)
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If applicable (i.e., not necessary for sole proprietorships or partnerships)

this \_\_\_\_\_day of \_\_\_\_\_\_, \_\_\_\_\_

(Notary Seal)

Notary Public My Commission Expires\_\_\_\_\_

### ATTACHMENT D: REFERENCES

Attach Additional Pages if Necessary. If this information is duplicated in Attachment A: Quality Proposal, you may simply reference the relevant section of Attachment A.

> Please refer to Attachment A, Section 5 "References from Clients"

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### ATTACHMENT E:

### SIMILAR AUCTIONS PERFORMED

Attach Additional Pages if Necessary

We have extensive experience auctioning over two thousand (2,000) municipal tax possession properties including raw land, residential homes, multi-family dwellings and commercial real estate. Our client list includes over one hundred (100) cities and towns throughout Massachusetts that have benefited from our expertise, integrity, commitment and proven results (<u>Please see Municipal Client List on following page</u>).

Over the past 3 years we helped our clients, old and new, navigate through the COVID-19 pandemic to bring in revenues at a time when municipalities were struggling. An example of some of those necessary revenues follow:

- Over \$2.5 Million Dollars Town of Clinton (2020, 2022)
- \$645,000 8 Properties Town of Athol (2021)
- \$600,000 Historic Sterling Inn Town of Sterling (2021)
- \$437,500 Town of Westminster (2021)
- \$746,500 Town of Webster (2020, 2021)
- Over \$1 Million Dollars City of Leominster (2021)
- \$650,000 Town of Oxford (2021)
- \$1.13 Million Dollars City of Fitchburg (2020, 2021)

These auctions guaranteed a transparent process, provided significant revenue, restored properties to the tax rolls, removed neighborhood blight and positively impacted the community. This experience and history of success make us uniquely qualified to conduct auctions for the Central Massachusetts Regional Planning Commission member communities.



#### **MUNICIPAL CLIENTS**

Abington Amesbury Ashburnham Ashby Ashfield Ashland Athol Auburn Avon **Belchertown** Bellingham Billerica Bourne **Boylston Brimfield** Brockton Canton Carlisle Carver Charlton Chelmsford Chelsea Clinton Dalton Dedham Dennis Dighton Douglas Dracut Dudley Georgetown East Bridgewater Easthampton Essex Everett Fairhaven Fitchburg Foxborough Framingham Gardner Gloucester Grafton Hardwick Haverhill Holbrook Holden Holliston Hubbardston **Ipswich** Lakeville Lancaster Lanesborough Leicester Leominster Lowell Ludlow Lynnfield Malden Marlborough Marshfield Mattapoisett Maynard Medford Melrose

Middleton Milford Millbury Millville Nahant Natick **New Braintree** Newbury Norfolk North Adams North Attleborough North Brookfield Northborough Norton **Oak Bluffs** Orange Oxford Palmer Peabody Pembroke Pepperell Pittsfield Plainville Plymouth Princeton Randolph Raynham Revere Rockland Rowley Rutland Salisbury

Sandwich Scituate Seekonk Shrewsburv South Hadley Southbridge Spencer Sterling Stoughton Sturbridge Sutton Tewksbury Upton Walpole Ware Wareham Webster West Bridgewater West Brookfield Westborough Westminster Weymouth Woburn Wrentham

The Commonwealth of Massachusetts

Central Massachusetts Regional Planning Commission

### ATTACHMENT E: SIMILAR AUCTIONS PERFORMED

Continued

As further evidence of our ability to competently perform, please view the following documents. They include examples of innovative digital ads, a mailing piece for multiple municipal auctions and a variety of news headlines.

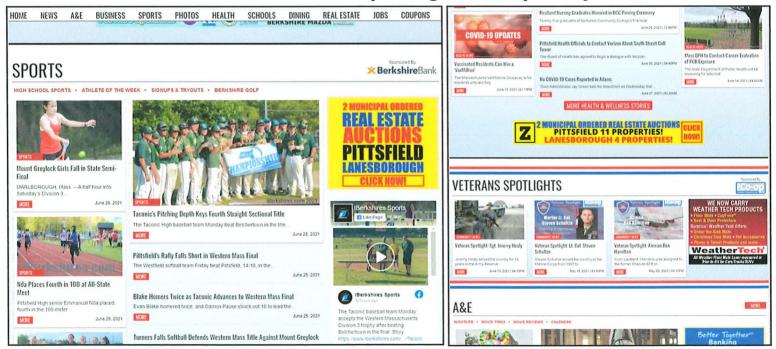
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## **Creative Digital Marketing**



#### **Banner Ads on Multiple Pages, Multiple Days**



## Direct Mailing Piece for Multiple Municipal Auctions





## IN THE NEWS!



## Courier & Sentinel

#### WAREHAM FORECLOSED FIXER-UPPER HOME SELLS FOR \$212,500 IN 13 MINUTES AT AUCTION

"Town Administrator Derek Sullivan was on hand to authorize the sale ... He said the turnout was great, and that the week's delay seemed to whet the appetite of potential buyers. Zekos said the good turnout "speaks well for the town to have this many people coming out, trying to make an acquisition. That's good news."



## **TELEGRAM&GAZETTE**

#### GARDNER BROTHERS MAKE WINNING BID FOR STERLING INN: \$600K

"The price was music to the ears of Sterling's Treasurer Collector Victoria Smith, who's been working for some time to get the property sold and back on the tax rolls. I'm very happy, she said ... It will be exciting to see it come back."





#### **FAIRHAVEN TAX POSSESSION AUCTION BRINGS IN \$1,796,500**

"Fairhaven Finance Director/ Treasurer/Collector and acting Town Administrator Wendy Graves said the auction will put \$1,796,500 into the town's coffers and will put the properties back on the tax rolls. I'm extremely happy, said Ms. Graves. The Zekos Group did fabulous."





#### PLAINVILLE'S FORMER PUBLIC SAFETY BUILDING AND PROPERTY FETCH \$850,000 AT AUCTION

"I was very pleased for our town that the property sold for the price it did, " select board Chairman Brian Kelly said. "I think it shows the value our town has to both residents and developers."



# Sentinel & Enterprise

FITCHBURG NETS \$750,000 FROM PUBLIC PROPERTY AUCTION

"It is great to see people investing in our city, said Mayor Stephen DiNatale, who welcomed bidders. City Treasurer Anne Cervantes oversaw the auction and indicated that fierce bidding helped to generate higher prices and a positive outcome for the community."





#### **HOLBROOK PROPERTY AUCTION NETS \$635K**

"Registered bidders packed town hall to participate in the proceedings."



PUBLIC PROPERTY AUCTION NETS HAVERHILL \$780,000

"We had 94 people who bid on these properties at our very successful live public auction, so I'm very happy the public knew about the auction and that so many people participated, Mayor Fiorentini said."





## **TELEGRAM&GAZETTE**

#### SHREWSBURY NETS ALMOST \$1M AT TAX DELINQUENCY AUCTION

"It was a win-win for Shrewsbury and its taxpayers, Zekos said about the properties being put back on the tax rolls and the surplus for the town. Town Manager Kevin J. Mizikar said he is very pleased with the results of the auction."





ZEKOS GROUP COMPLETES AUCTION OF UMASS LOWELL WEST CAMPUS FOR \$3.245M

"After rapid fire bid calling and an entertaining presentation that kept the crowd laughing, Zekos declared the property sold for \$3.245 million."





#### CARVER EXCEEDS EXPECTATIONS AT TOWN-OWNED LAND AUCTION

"Auctioneer Paul Zekos, president of The Zekos Group, works primarily with cities and towns in Massachusetts to auction off their real estate assets. The auction of town-owned properties generated more than \$500,000 for the town."





#### LYNNFIELD'S PERLEY BURRILL GAS STATION IS SOLD AT AUCTION FOR \$360,000

"Robert Dolan, Lynnfield's Town Administrator who watched the auction unfold, said he's glad the property is back on the tax rolls. We're thrilled that the companies who made the investment in the site are committed to turning what had been a blight into a beautiful part of the neighborhood.





#### ATHOL GENERATES \$292,500 IN SALE PROCEEDS FROM AUCTIONED PROPERTIES

Town Manager Shaun Suhoski said Zekos "was again outstanding in explaining the process and driving the bids to a fair value."



THE CALL

#### MILLVILLE MAKES \$800K WITH SALES OF TOWN PROPERTY

"The Town sold all nine town-owned parcels at a public auction, netting a total of \$836,000. Paul Zekos, head of the Zekos Group, Municipal Auction Strategies of Shrewsbury conducted the live auction at town hall."

#### ATTACHMENT F:

#### STAFF DESCRIPTION

#### Attach Additional Pages if Necessary

**The Zekos Group** has been serving clients for over thirty years from its Central Massachusetts location and has deep roots in Worcester County. Our team consists of experienced municipal real estate auction professionals who conduct business with integrity and are committed to achieving impressive results for our clients.

**Company President and Senior Auctioneer, Paul Zekos**, has dedicated his professional career to addressing the unique needs of municipalities and maximizing their auction revenues. He is past President of the Massachusetts Auctioneers Association, currently a member of its Board of Directors and is on the faculty of the Massachusetts Collectors and Treasurers School. Paul is a member of the National Auctioneers Association and former Massachusetts Auction Champion, which is the most prestigious statewide award for an auctioneer. He has also been inducted into the Massachusetts Auctioneers Hall of Fame. Paul serves on the Worcester District Attorney's Opioid Task Force and is a former member of the Shrewsbury Housing Authority.

**Scott Sullivan** has worked in the auction industry for over fifteen years and utilizes his background in finance to develop promotional budgets, engage in cost analysis, create spreadsheets and estimate anticipated revenues. He also coordinates the logistical and technical aspects of the auction.

**Katrina Hull** has worked in the field of real estate law for over fourteen years as a legal assistant and paralegal. Her background in commercial and residential conveyancing, loan transactions, foreclosure actions, tax title matters, title insurance and title research make her well qualified to serve our municipal real estate clients. Her BFA from the Massachusetts College of Art and Design facilitates her development, creation and maintenance of unique municipal website pages and related links. She also handles scheduling and operational aspects of our auctions.

**Lynne Zekos** holds a Master's degree in Business Administration and has been a licensed real estate salesperson for more than thirty years. She has worked full time in the real estate auction profession over twenty years and focuses on advertising, marketing and public relations strategy. Lynne coordinates property assessment including comparative data analysis to determine current market values and oversees research and compilation of public property records.

**David Lovely** was in the home improvement business for over twenty years. He has been part of our team for three years and deals with building inspections, documenting site conditions, photographing auction properties, scheduling open houses and making auction day arrangements.

**Eugene Ploss** successfully owned and operated an auction house for more than twenty years. He has been part of our team for over ten years and focuses on field operations, site visits and property condition assessments.

ACORD	

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#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 03/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
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April 4, 2022

Mr. Connor Robichaud Regional Projects Coordinator Central Massachusetts Regional Planning Commission 1 Mercantile Street Suite 520 Worcester, MA 01608

Dear Mr. Robichaud,

Please find the original Price Proposal for Auctioneer Services and two copies enclosed. We appreciate your consideration. Kindly contact us with any questions. Thank you.

Sincerely,

Paul T. Zekos

President

#### ATTACHMENT B:

#### FEE PROPOSAL FORM

#### PAGE 1 of 2

The undersigned Proposer certifies under penalties of perjury that this Fee Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "Person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the RFP, including the attached forms, and it proposes and agrees that it will contract with the Towns to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

#### Attached to this Form is the fee breakdown.

The Proposer certifies that the information contained in this Fee Proposal is current, truthful and complete.

District 4th April 2022
Dated this 4 <sup>th</sup> day of April, 2022 Signature of Proposer:
Signature of Proposer:
Name of Proposer:. The Zekos Group
State of Incorporation: N/A
Business Address: P.O. Box 549
City/State/Zip: . Shrewsbury, MA 01545
Telephone: 508-842-9000
Email: Paul@zekosgroup.com

If this Proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If the proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

#### ATTACHMENT B: FEE PROPOSAL FORM PAGE 2 of 2

I/we \_\_\_\_\_ The Zekos Group \_\_\_\_\_, agree to provide all services

(Name of firm or appropriate individual)

requested under the above referenced RFP to the Central Massachusetts Regional Planning

Commission on behalf of the participating Towns, for a set fee of:

Seven Percent (7%) Percentage of gross auction proceeds (Buyer's Premium)

(State fee in words)

Signature

Paul T. Zekos Name of Person Signing Proposal

Name of Ferson Signing Fropo

The Zekos Group

Name of Firm

4422 Date



BOSTON, MA & YARMOUTHPORT, MA



### **MUNICIPAL REAL ESTATE AUCTIONS**

March 21, 2022

Dear CMRPC & Mr. Robichaud,

JJManning Auctioneers is pleased to announce we have been named BEST Auctioneer for the last 7 consecutive years in a row by Banker & Tradesman. We welcome the opportunity to use our recognized <u>"Marketing,</u> <u>Experience, Integrity & Results"</u> in the auction world to benefit the CMRPC through the professional auction sale of delinquent and surplus real property at true fair market value. JJManning will help your municipalities get non-performing properties back on the tax roll while maximizing the dollars generated, so as to help address budgetary needs and reach fiscal goals.

As pioneers in the sale of real estate at auction, JJManning has set the standard for performance since incorporating as a Massachusetts business in 1976. We have successfully sold more than 16,000 properties across the Northeast US. We have over 45 years of municipal experience spanning from the town level, to the city level, to the state level and finally to the federal level. Our Company founder, Jerome J. Manning, helped the federal government write the rule book for the conduct of their auctions as a paid consultant for the FDIC in the 1990's.

Our unique understanding of the real estate process paired with a rich history and experience in the municipal arena in Massachusetts make JJManning Auctioneers best suited to recover all of the money available for you. JJManning looks forward to being selected as your auctioneer for your real property disposition needs. Enclosed is our response to your RFP. Thank you for your time. We look forward to working with you!

Sincerely,

Justin J. Manning, CAI, AARE - President

#### **OUR MUNICIPAL HISTORY**



JJManning Auctioneers has conducted auctions for municipalities since it's inception in 1976. Our experience in municipal auctions remains consistent for <u>45 years</u> and counting. Our municipal clients go as high as the Federal Government level (FDIC, Recoll Mgmt, SBA, RTC, USDA) to the State level (MA Attorney General's Office, MA DCAMM, & MA DOT) and down to the city/town level. Our qualifications in the real estate auction industry make JJManning Auctioneers best suited to handle the real estate disposition for the CMRPC.

JJManning Auctioneers has sold well in excess of 500+ municipal properties in it's existence. (See attachments at the end of this proposal for a large sampling.) Many real estate auction companies have come and gone over time, while JJManning has stood as the barometer of excellence within the industry over it's 2 generations of existence.



#### ATTACHMENT A QUALIFICATIONS PROPOSAL FORM



**1.** JJManning Auctioneers has sold over 16,000 real estate properties at auction in New England over the past 45 years. Out of the 16,000+ auctions conducted, more than 2,500 of these auctions would be considered municipal. From the FDIC, to the RTC, to RECOLL MGMT, to DCAMM, to MADOT, to the MA Atty. General's Office, all the way down to dozens of cities and towns in MA, JJManning always executes on the highest level. An expansive list of different auctions JJManning has conducted for Massachusetts Cities and Towns is attached.

2. JJManning Auctioneers experience in real estate auctions is unmatched in Massachusetts. We have been voted as #1 Real Estate Auctioneer in Massachusetts by Banker & Tradesman for 7 consecutive years in a row. Our tax possession sales within Worcester County within the past 10 years is fairly limited. However, we refer you to our experience and exhibits as outlined in the following attachments for a more expansive list of auctions throughout the state as well as outside the tax possession world.

.



### <u>EXHIBITS</u>



(Freetown, MA 2019)

ATTACHMENT E. SIMILAR AUCTIONS PERFORMED 2 - WORCESTER COUNTY ALL AUCTION EXPERIENCE

	Description Notes	Street Address	City	ST	County
	TIONS IN WORCESTER COUN				
ome-2-4 Family		47 Eastern Ave.	Worcester	MA MA	Worcester Worcester
ome-SF ome-SF		370 S. Main St. (Rt. 140) 26 South St.	Hopedale Grafton	MA	Worcester
ome-SF		1439 Main St. (Rt. 9)	Leicester	MA	Worcester
nd-Res Dev.	······	9 Hemans St.	Worcester	MA	Worcester
mm-Office Bldg.		144 Turnpike St.	Southborough	MA	Worcester
ind-Res. Lot		Lots 3 & 4, Wattaquadoc Hill Rd.	Bolton	MA	Worcester
	Brookside Farm	Ashburnham State Rd. & Bean Porridge Hill Rd.	Westminster	MA	Worcester
ind-Res Dev.		931R Union St.	Leominster	MA	Worcester
and-Res. Lot		41 Church St	Grafton	MA	Worcester
ome-SF		10 South St.	Grafton	MA	Worcester
ome-SF		525 Lindell Ave.	Leominster	MA	Worcester
us-Turnkey		121-127 Plain St.	Hopedale	MA	Worcester
lixed-Use		90.2+/-AC. off Chariton St.	Southbridge	MA	Worcester
ixed-Use		600 Chariton St.	Southbridge	MA	Worcester
lome-SF		41 Keyes St.	Warren	MA	Worcester
lome-SF		259 Main St.	Winchendon	MA	Worcester
	St. Joseph's School	35 Columbus St.	Fitchburg	MA	Worcester
	Armored Storage	1146 Main St.	Fitchburg	MA	Worcester
lome-2-4 Family		96 Ward St.	Worcester	MA	Worcester
lome-2-4 Family		27 Forbes Rd.	Worcester	MA	Worcester
Office Bldg.		5 Water St.	Milford Sutton	MA	Worcester Worcester
and-Res. Lot		208 Worcester-Providence Tpk.	Sutton	MA	Worcester
and-Res. Lot		141 Armsby Rd. 128 & 144 Armsby Rd. (a/k/a 128 & 142 Armsby Rd.)	Sutton	MA	Worcester
and-Res. Lot			Sutton	MA	Worcester
and-Res. Lot lus-Indust/Warehs		96 & 100 Armsby Rd. (a/k/a 56 & 96 Armsby Rd.) 644 River St.	Fitchburg	MA	Worcester
and-Res Dev.		Lake Monomonoc Parcels	Winchendon	MA	Worcester
and-Res Dev. lixed-Use		237 Lincoln St	Worcester	MA	Worcester
pt. Bldg5-10 Unit	A	69 West St.	Worcester	MA	Worcester
Aixed-Use		237 Lincoln St	Worcester	MA	Worcester
Apt. Bidg5-10 Unit		69 West St.	Worcester	MA	Worcester
	Country Candle	22 West St.	Milbury	MA	Worcester
lome-2-4 Family		44-46 Marshall St.	Fitchburg	MA	Worcester
	Pleasant Valley Country Club	95 Armsby Rd.	Sutton	MA	Worcester
Apt. Bldg11-20 Unit	,	207-211 Mechanic St.	Leominster	MA	Worcester
Bus-Turnkey		5 Summer Dr.	Winchendon	MA	Worcester
Golf Course Dev.	Sterling National Country Club	33 Albright Rd.	Sterling	MA	Worcester
and-Res Dev.	The Woodands		Berlin	MA	Worcester
	Deer Run Farm	42 Smith Rd.	Sutton	MA	Worcester
and-Res Dev.	The Woodlands	A200's	Clinton	MA	Worcester
Condo-Dev. Resident	The Woodlands	Woodiand Cir.	Cinton & Berlin	MA	Worcester
and-Res. Lot		111 Spring St.	Winchendon	MA	Worcester
Bus-Gas Stn/Auto Shop	· · · · · · · · · · · · · · · · · · ·	110 Spring St.	Winchendon	MA	Worcester
and-Res. Lot		Map 4 Lot 44 off South Shaker Rd.	Harvard	MA	Worcester
and-Res. Lot		Lot 10A, Rt. 140/Green St.	Gardner	MA	Worcester
and-Res. Lot		Lot 9A, Rt. 140/Green St.	Gardner	MA	Worcester
and-Res. Lot		Lot 8A, Rt. 140/Green St.	Gardner	MA	Worcester
Land-Res. Lot		Lot 7A, Rt. 140/Green St.	Gardner	MA	Worcester
Land-Res. Lot		Lot 6A, Rt. 140/Green St.	Gardner	MA	Worcester
Land-Res, Lot		Lot 5A, Rt. 140/Green St.	Gardner	MA	Worcester
.and-Res. Lot		Lot 4A, Rt. 140/Green St.	Gardner	MA	Worcester
Land-Res, Lot		Lot 3A, Rt. 140/Green St.	Gardner	MA	Worcester
Land-Res. Lot		Lot 2A, Rt. 140/Green St.	Gardner	MA	Worcester
Land-Res. Lot		Lot 1A, Rt. 140/Green St.	Gardner	MA	Worcester
Land-Res, Lot		92 Brookfield Rd.	Sturbridge/Fiskdale	MA	Worcester
Mixed Use		212-220 Central St.	Winchendon	MA	Worcester
Retail-Office		1247 Social St. (Rt. 126)	Blackstone	MA	Worcester
	AL AUCTIONS IN WORCESTER				
Bus-Restaurant	Sophie's	81 Clinton St /Rt. 70	Shrewsbury	MA	Worcester
Bus-Indust/Warehs	Lancaster Mills	55 Green St.	Clinton	MA	Worcester
Home-2-4 Family		69 Orient St	Worcester	MA	Worcester
Condo-Resident		12A, 12B, 14A & 14B Corrine St	Worcester	MA	Worcester
-lome-SF		780 West St	Uxbridge	MA	Worcester
Home-SF	.	5 Claremont St	Worcester	MA	Worcester Worcester
Land-Res. Lot		Lot 2 Orient St	Worcester	MA MA	Worcester
Home-2-4 Family Condo-Resident		69 Orient St 14B Corrine St	Worcester Worcester	MA	Worcester
Condo-Resident Condo-Resident		14B Cornne St 14A Corrine St	Worcester	MA	Worcester
		12B Corrine St	Worcester	MA	Worcester
Condo-Resident		12B Cornne St 12A Corrine St	Worcester	MA	Worcester
Condo-Resident Bus-Indust/Warehs	Candy Mansion	574-576 Rte. 20	Shrewsbury	MA	Worcester
Bus-Indust/Warehs Home-SF	Candy Mansion	48 Long Hill Rd	W. Brookfield	MA	Worcester
Home-SH Bus-Turnkey		48 Long Hill Ro 489 Washington St	Auburn	MA	Worcester
Bus-Lurnkey Retail-Office		70 King St	Fitchburg	MA	Worcester
Retail-Office Home-2-4 Family		37 Thomas St	Southbridge	MA	Worcester
Home-2-4 Family		4 Hooper St	Worcester	MA	Worcester
Bus-Indust/Warehs		46 Industrial Rd	Leominster	MA	Worcester
Land-Comm Dev.	DCAM	Rte 9	Shrewsbury	MA	Worcester
dome-SF		63 Skyfield Dr.	Groton	MA	Worcester
Mixed Use	DCAM - Armory	153 Chestnut St.	Southbridge	MA	Worcester
Land-Res Dev.	DCAM - (former rest area)	Rt. 15 W - N. of Leadmine	Sturbridge	MA	Worcester
and-Res Dev.	DCAM - (former HoJo's)	RL 15 W - S. of Leadmine	Sturbridge	MA	Worcester
Mixed Use	DCAM	388 Providence Rd.	Grafton	MA	Worcester
Bus-Hotel/Motel	Quality Inn & Conf. Ctr.	400 Haynes Rd., Rte. 15	Sturbridge	MA	Worcester
Equip-Machinery	1	50 Francis St.	Leominster	MA	Worcester
Bus-Indust/Warehs	1	14 Maple Ave.	Ashburnham	MA	Worcester
Bus-Indust/Warehs		50 Francis St.	Leominster	MA	Worcester
Land-Comm Dev.		120 ac., Main St.	Boylston	MA	Worcester
Land-Comm Dev.		167.8 ac.	Shrewsbury	MA	Worcester
Land-Comm Dev.		242.73 ac.	Grafton	MA	Worcester
Land-Comm Dev.		Route 146	Sutton	MA	Worcester
Land-Comm Dev.		Route 1-190	Sterling	MA	Worcester
Land-Res. Lot		26 Swan Ave. (lot)	Fitchburg	MA	Worcester
Home-SF		26 Swan Ave. (htt) 26 Swan Ave. (home)	Fitchburg	MA	Worcester
		432 Townsend St.	Fitchburg	MA	Worcester
	•				
Home-SF Equip-Restaurant	Firehouse Café	1 Exchange Pl.	Worcester	MA	Worcester

#### ATTACHMENT 4 - SIMILAR AUCTIONS PERFORMED A. MUNICIPAL AUCTION EXPERIENCE

ATTACHMENT 4 - SIMILAR AUCTIONS PERF	ORMED A. MUNICIPAL AUCTIO	N EXPERIENCE			-	
Conducted For PAST 10 YEARS IN WORCESTER COUNTY	Property Type	Description Notes	Street Address	City	ST	County
	Home-SF	1 family	41 Keyes St.	Warren	MA	Worcester
JSDA	Home-SF	1 family	259 Main St.	Winchendon	MA	Worcester
PAST 10 YEARS OUTSIDE WORCESTER CO fown of Dartmouth	Land-Res Dev.	ac 11 w teardown	547 State Rd.	Dartmouth	MA	Bristol
City of New Bedford	Land-Industial	ac .11	NS Coggeshall St (f/k/a 405)	New Bedford		Bristol
City of New Bedford		ac .79	WS Brooks (f/k/a 29)	New Bedford New Bedford		Bristol Bristol
City of New Bedford Fown of Yarmouth	Bus-Office Bldg. Seized & Surplus Property	ac 1.55	2104-2110 Acushnet Ave. Yarmouth Police Dept., Higgins Crowell Rd.	Yarmouth		Barnstable
Fown of Mansfield	Land-Res Dev.	ac 1.3	N. Main St. (19-192)	Mansfield	MA	Bristol
Fown of Mansfield Fown of Mansfield	Land-Res Dev.	ac 2.0	School St. (26-7) School St. (23-1)	Mansfield Mansfield		Bristol Bristol
Fown of Mansfield	Land-Res Dev. Land-Res Dev.	ac 2.5 ac .8	Plain St. (4-86) & Oakridge Ave. (4-87)	Mansfield		Bristol
Town of Mansfield	Land-Res Dev.	ac 2.1	Tremont St. (5-018)	Mansfield		Bristol
Town of Mansfield Town of Mansfield	Land-Res Dev.	ac 3.4	445 Fruit St. (36-164) Balcom St. (3-78)	Mansfield Mansfield		Bristol Bristol
Town of Yarmouth	Land-Res Dev. Seized & Surplus Property	ac 1.6	Yarmouth Police Dept., Higgins Crowell Rd.	Yarmouth		Bristol
City of New London	Bus-Inn	Light House Inn complex ac 4.23	48 Guthrie PI.	New London		New London
Town of Fairhaven Town of Yarmouth	Bus-Industrial Seized & Surplus Property	Staffon Greenhouse ac 4	124 Alden Rd. Yarmouth Police Dept., Higgins Crowell Rd.	Fairhaven Yarmouth		Bristol Barnstable
USDA	Home-SF	1 family	4 Linden St.	Hyannis	MA	Barnstable
USDA	Home-SF	1 family	73 Walnut St.	Hyannis		Barnstable
USDA USDA	Home-SF Home-SF	1 family 1 family	14 Blackstone Rd. 13 Dewey Conrad Ave	Florida Orange		Berkshire Franklin
USDA	Home-SF	1 family	24 Vladish Ave	Turners Falls (Montague)	MA	Franklin
USDA	Home-SF	1 family	16 Greenfield Rd.	Montague City Ware	MA	Franklin Hampshire
USDA USDA	Home-SF Home-SF	1 family 1 family	52 Warebook Village Rd. 29 Canedy St.	W. Wareham	MA	Plymouth
Town of Yarmouth	Seized & Surplus Property	( in the second s	Yarmouth Police Dept., Higgins Crowell Rd.	Yarmouth	MA	Barnstable
MA DCAM	Land-Comm Dev.		20 Addison St. / 600 Chelsea St.	East Boston	MA	Suffolk
MA DCAM Town of Yarmouth	Land-Comm Dev. Seized & Surplus Property		Former Registry of Motor Vehicles Yarmouth Police Dept., Higgins Crowell Rd.	Marlboro Yarmouth	MA	Middlesex Barnstable
ADDITIONAL MUNICIPAL EXPERIENCE IN V	WORCESTER COUNTY					
MA DCAM	Land-Comm Dev.	ac 15+	Rte 9	Shrewsbury Southbridge	MA	Worcester Worcester
MA DCAM MA DCAM	Mixed Use Land-Res Dev.	Armory	153 Chestnut St. Rt. 15 W - N. of Leadmine	Southbridge Sturbridge	MA	Worcester Worcester
MA DCAM	Land-Res Dev.	Former Howard Johnsons	Rt. 15 W - S. of Leadmine	Sturbridge	MA	Worcester
MA DCAM	Mixed Use	100	388 Providence Rd.	Grafton		Worcester
SJC Suffolk County (MA Clean Elections) SJC Suffolk County (MA Clean Elections)	Land-Comm Dev. Land-Comm Dev.	ac 120 ac 167.8	120 ac., Main St. 167.8 ac.	Boylston Shrewsbury	MA	Worcester Worcester
SJC Suffolk County (MA Clean Elections)	Land-Comm Dev.	ac 242.73	242.73 ac.	Grafton	MA	Worcester
SJC Suffolk County (MA Clean Elections)	Land-Comm Dev.	ac 31	31 ac, Rt. 146	Sutton	MA	Worcester
SJC Suffolk County (MA Clean Elections) FDIC	Land-Comm Dev. 7 Properties	ac 30 Land in Dudley, Uxbridge & Douglas	30 ac., Rt. I-90	Sterling Dudley, Uxbridge, Douglas	MA	Worcester
ADDITIONAL MUNICIPAL EXPERIENCE OU	TSIDE WORCESTER COUNTY	and a basicy, extended a booglas				
Town of Yarmouth	Seized & Surplus Property		Yarmouth Police Dept., Higgins Crowell Rd.	Yarmouth	MA	Barnstable Barnstable
Town of Yarmouth	Seized & Surplus Property Seized & Surplus Property		Yarmouth Police Dept., Higgins Crowell Rd. Yarmouth Police Dept., Higgins Crowell Rd.	Yarmouth Yarmouth	MA	Barnstable Barnstable
Town of Yarmouth MA Div. of Capital Asset Mgt. (MA DCAM)	Land-Res Dev.	Foxboro State Hospital - ac 93	DCAM Foxborough State Hospital	Foxboro	MA	Norfolk
MA DCAM	Land-Comm Dev.	ac .285	116 Park St.	Beverly	MA	Essex
MA DCAM MA DCAM	Mixed Use Land-Comm Dev.	Armory ac .82	89 Park St. Rte 103 - Wilbur Ave.	Adams Swansea	MA	Berkshire Bristol
MA DCAM	Land-Res Dev.	ac 4.94	Plain St.	Norton	MA	Bristol
MA DCAM	Land-Res Dev.	ac .367	471 Maple St.	Danvers	MA	Essex
MA DCAM	Land-Indus. Dev.	ac 3.07 ac 28.4	Rte 95/Tenney St. Depot Rd.	Georgetown Williamsburg	MA	Essex Hampshire
MA DCAM MA DCAM	Land-Res Dev. Land-Res Dev.	ac 1.2	Rte 10 - College Hwy.	Southampton	MA	Hampshire
MA DCAM	Land-Res Dev.	ac 5.25	Rte 10 - College Hwy.	Southampton	MA	Hampshire
MADCAM	Land-Res Dev.	ac 6.92 ac .77	61 Walnut St. Rtes 25 & 28 & Plymouth Rd	Lexington Wareham	MA	Middlesex Plymouth
MA DCAM MA DCAM	Land-Comm Dev. Mixed Use	Armory	113 Spencer Ave.	Chelsea	MA	Suffolk
Town of Yarmouth	Seized & Surplus Property		Yarmouth Police Dept., Brad Ericson Way	W. Yarmouth	MA	Barnstable
MADCAM	Land-Res Dev. Land-Res. Lot	ac .45	110 & 116 Park St. Piper Rd. @ Waltham St.	Beverly Lexington	MA	Essex Middlesex
MA DCAM MA DCAM	Bus-Indust/Warehs	Glenwood Yard - ac 2.1	59 Amarath Ave.	Medford	MA	Middlesex
MA DCAM	Land-Res Dev.	ac 2.95	Camp Rd.	Foxboro	MA	Norfolk
MADCAM	Land-Res Dev.	ac 16	Plain St.	Middleboro Waltham	MA	Plymouth Middlesex
MA DCAM MA DCAM	Bus-Indust/Warehs Bus-Indust/Warehs	Armory MWRA Building	34 Sharon St. 20 Addison St. / 600 Chelsea St.	Boston	MA	Suffolk
Town of Yarmouth	Seized & Surplus Property		Yarmouth Police Dept., Brad Ericson Way	W. Yarmouth	MA	Barnstable
SJC Suffolk County (MA Clean Elections)	Land-Comm Dev.	ac 2	2 ac off Rte 2 Baker Av-Gifford LN	Concord	MA	Middlesex Middlesex
SJC Suffolk County (MA Clean Elections) SJC Suffolk County (MA Clean Elections)	Land-Comm Dev. Land-Comm Dev.	ac 5.02 Lakeville Hospital - ac 72/campus	5.02 ac. Off Rt 2, Fairhaven Rd & Arena Ter. 43 Main St.	Concord Lakeville	MA	Plymouth
SJC Suffolk County (MA Clean Elections)	Land-Comm Dev.	ac 31.75	31.75 ac, Rt. 24 & I-495	Raynham	MA	Bristol
FDIC (Presidents Y-2K Auction)	Home-2-4 Family	2 family	835 Bank St.	New London Hempstead New London	CT	New London
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Home-2-4 Family Home-2-4 Family	4 family 2 family	6 Thomson Ct /48 10 Terrace Ave.	New London		New London New London
FDIC (Presidents Y-2K Auction)	Home-2-4 Family	3 family	147 Shaw St.	New London	CT	New London
FDIC (Presidents Y-2K Auction)	Home-2-4 Family	2 family	20 Pratt St.	New London	CT CT	New London New London
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Home-2-4 Family Office Bldg.	2 family	47 Penbscot St. 230 Crystal Lake Rd.	Norwich Groton	CT	New London
FDIC (Presidents Y-2K Auction)	Home-SF		237 Crystal Lake Rd.	Groton	СТ	New London
FDIC (Presidents Y-2K Auction)	Home-SF	2 (amily	240 Crystal Lake Rd.	Groton Groton	СТ	New London New London
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Home-2-4 Family Home-SF	2 family	826 N. Pleasant Valley Rd. 105 Kitemaug Rd.	Groton Montville	СТ	New London New London
FDIC (Presidents Y-2K Auction)	Home-SF		510 Pequot Ave.	New London	CT	New London
FDIC (Presidents Y-2K Auction)	Condo-Commercial	Comm. Bldg.	145 State Pier Rd.	New London Norwich	CT CT	New London New London
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Home-2-4 Family Home-2-4 Family	3 family 2 family	25 Rogers Ave. 33 Rogers Ave.	Norwich	CT	New London
FDIC (Presidents Y-2K Auction)	Home-SF	win-law apt.	35 Rogers Ave.	Norwich	CT	New London
FDIC (Presidents Y-2K Auction)	Home-SF	17 have & office	288 Laurel Hill Rd. 16 Fowler Ct.	Norwich New London	СТ	New London New London
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Bus-Gas Stn/Auto Shop Mixed Use	17 bays & office	16 Fower Ct. 324 Broad St.	New London	CT	New London
FDIC (Presidents Y-2K Auction)	Home-2-4 Family	4 family	69 Rosemary St.	New London	СТ	New London
FDIC (Presidents Y-2K Auction)	Land-Residential	2.63 ac.	795 Pleasant Valley Rd. W. Society Rd., Exit I-95	Groton E. Lyme	CT CT	New London New London
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Land-Dev. Resident Land-Dev. Resident	62 ac. 5.11 ac.	W. Society Rd., Exit 1-95 Crouches Acres	Norwich	CT	New London
FDIC (Presidents Y-2K Auction)	Land-Dev. Resident	50+ ac.	Crouches Acres	Peston	СТ	New London
FDIC (Presidents Y-2K Auction)	Land-Residential	1.5 ac.	37 N. Wawecus Hill Rd.	Norwich	CT CT	New London
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Land-Residential Bus-Office Bldg.	.67 ac.	Crown St. 188 W. Main St.	Norwich Niantic	CT	New London New London
FDIC (Presidents Y-2K Auction)	Home-Res. Estate		11 Village Dr.	Wolcott	СТ	New Haven
FDIC (Presidents Y-2K Auction)	Shopping Ctr.	7-unit strip mall	2145-2151 State St. 259 Bartrabia Pd	Hampden	CT CT	New Haven New Haven
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Home-SF Bus-Indust/Warehs		359 Berkshire Rd. 265 Brownstone Ave.	Southbury Portland	СТ	New Haven Middlesex
I are to reason a ran Auction	Bus-Office Bldg.	3 Off. Bldgs	955 S. Main St.	Middletown	СТ	Middlesex
FDIC (Presidents Y-2K Auction)		3 lots & auc #s	ac. 4, 2.73, 2.65	Falls Village (Canaan)	CT	Litchfield
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Land-Residential	0	11 & 12 Burnham St.	Plymouth	CT MA	Litchfield Barnstable
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Apt. Bldg5-10 Unit	8 unit 6,969 sf	Lot S-30 off Aunt Dorah's Ln.	Yarmouth		
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction)	Apt. Bldg5-10 Unit Land-Residential Land-Residential	6,969 sf 5,662 sf	Lot S-30 off Aunt Dorah's Ln. Lot N-36 Williams	Yarmouth	MA	Barnstable
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction) Town of Yarmouth Town of Yarmouth Town of Yarmouth	Apt. Bldg5-10 Unit Land-Residential Land-Residential Home-2-4 Family	6,969 sf 5,662 sf 2 family	Lot N-36 Williams Lot T-36 92 Breezy Point	Yarmouth Yarmouth	MA MA	Barnstable
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction) Town of Yarmouth Town of Yarmouth Town of Yarmouth Town of Yarmouth	Apt. Bldg5-10 Unit Land-Residential Land-Residential Home-2-4 Family Land-Residential	6,969 sf 5,662 sf 2 family 3,484 sf	Lot N-36 Williams Lot T-36 92 Breezy Point Lot V-4 Drews Way	Yarmouth Yarmouth Yarmouth	MA MA MA	Barnstable Barnstable
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction) Town of Yarmouth Town of Yarmouth Town of Yarmouth	Apt. Bldg5-10 Unit Land-Residential Land-Residential Home-2-4 Family	6,969 sf 5,662 sf 2 family	Lot N-36 Williams Lot T-36 92 Breezy Point Lot V-4 Drews Way Lot G-26E off Eldridge Rd Lot T-9 Off Cleveland Way	Yarmouth Yarmouth	MA MA MA MA	Barnstable Barnstable Barnstable Barnstable
FDIC (Presidents *-2K Auction) FDIC (Presidents *-2K Auction) FDIC (Presidents *-2K Auction) Town of Yarmouth Town of Yarmouth Town of Yarmouth Town of Yarmouth Town of Yarmouth Town of Yarmouth Town of Yarmouth	Apt. Bldg5-10 Unit Land-Residential Land-Residential Home-2-4 Family Land-Residential Land-Residential Land-Residential Land-Residential	6,569 sf 5,662 sf 2 family 3,484 sf 426 sf 6,534 sf 2,805 sf	Lot N-36 Williams Lot T-36 92 Breezy Point Lot V-4 Drews Way Lot G-26E off Eldridge Rd	Yarmouth Yarmouth Yarmouth Yarmouth Yarmouth Yarmouth	MA MA MA MA MA	Barnstable Barnstable Barnstable Barnstable Barnstable
FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction) FDIC (Presidents Y-2K Auction) Town of Yarmouth Town of Yarmouth FDIC	Apt. Blvg5-10 Unit Land-Residential Land-Residential Home-2-4 Family Land-Residential Land-Residential Land-Residential Land-Residential 70 Properties	6,569 sf 5,662 sf 2 family 428 sf 6,534 sf 6,534 sf 2,805 sf Land & Buildings in NY, NJ & PA	Lot N-36 Williams Lot T-36 92 Breezy Point Lot V-4 Drews Way Lot G-26E off Eldridge Rd Lot T-9 Off Cleveland Way	Yarmouth Yarmouth Yarmouth Yarmouth Yarmouth Yarmouth	MA MA MA MA MA	Barnstable Barnstable Barnstable Barnstable Barnstable A Various
FDIC (Presidents *-2K Auction) FDIC (Presidents *-2K Auction) FDIC (Presidents *-2K Auction) Town of Yarmouth Town of Yarmouth Town of Yarmouth Town of Yarmouth Town of Yarmouth Town of Yarmouth Town of Yarmouth	Apt. Bldg5-10 Unit Land-Residential Land-Residential Home-2-4 Family Land-Residential Land-Residential Land-Residential Land-Residential	6,569 sf 5,662 sf 2 family 3,484 sf 426 sf 6,534 sf 2,805 sf	Lot N-36 Williams Lot T-36 92 Breezy Point Lot V-4 Drews Way Lot G-26E off Eldridge Rd Lot T-9 Off Cleveland Way	Yarmouth Yarmouth Yarmouth Yarmouth Yarmouth Yarmouth	MA MA MA MA MA MA	Barnstable Barnstable Barnstable Barnstable Barnstable

## **Prime 4± Acre Commercial Development Site** Town Owned ~ Formerly Known as "Staffon Greenhouse"

## **ABSOLUTE AUCTION ABOVE \$250,000**

Selling to the Highest Bidder above \$250,000 Auction: Wednesday, February 18<sup>th</sup> at 11am Auction to be held at Town Hall, 40 Center St., Fairhaven, MA



DATED IMAGE BOUNDARIES APPROXIMATE © Pictometry.com



## T24 Alden Road Fairhaven, MA



**I & MM OVERLAY ZONING** permits a wide variety of potential uses. Highly visible central location within 1± mile of Routes 6, 240 & I-195 and 3± miles of New Bedford.

#### Property Tour: Wednesday, February 11th (11am-1pm)

RE Tax Assessment: \$501,500 Site Area: 4.023± acres Frontage: 274± ft. Available Utilities: Town water & sewer, electric Legal Ref: Southern Bristol County 10334-132

Legal Ref.: Southern Bristol County 10334-132, Tax Title 8988-61

Terms of Sale: 10% certified deposit of which \$20,000 in cash, certified or bank check at auction & remainder by 4pm ET on Friday, 2/20/15. Balance in 45 days. 10% Buyer's Premium. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

Zoning: I – Industrial Districts, MM – Medical Marijuana Overlay District Improvements: 384± sf. 1-story retail structure with restroom built on slab in 1996, attached greenhouses, detached outbuildings, parking lot with 2 curb cuts Parcel ID: 24-016A









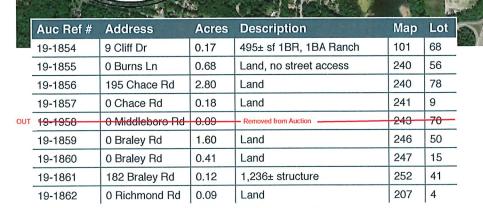
# **9 PROPERTIES** On Behalf of the Town of Freetown, MA

Selling Individually to the Highest Bidder(s), Regardless of Price

### ABSOLUTE AUCTION: Wed., December 11 at 11am On-site Auction Site: Senior Center – 227 Chace Rd, E. Freetown, MA

#### SHEPHERD'S COVE

Featuring 9 Cliff Drive, a 495± sf. Waterfront Ranch on Shepherd's Cove in Assonet Bay



Terms of Sale: 10% certified deposit of which <u>\$10,000 for</u> <u>9 Cliff Drive</u> or <u>\$5,000 per property for all others</u> in cash, certified or bank check at the auction & remainder of 10% by 4pm ET on Friday, 12/13/19. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed Buyers shall rely entirely on their own judgment and inspection.

OF FREETOW

NCORPORATED

Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

Buyer's Broker Terms: Up to 2% Broker Commission offered. Visit www.JJManning.com for mandatory broker pre-registration requirements.



Property Info., Broker Reg. & Full Terms at:

### www.JJManning.com

800.521.0111



MA Auc Lic 3184 Bro 1686 • Ref 19-1854 to 19-1862

## 7 RESIDENTIAL ZONED LAND PROPERTIES Selling Individually Town of Mansfield, MA Tax Title AUCTION



## AUCTION: Wednesday, November 8 at 6pm Auction to be Held at Mansfield Town Hall 6 Park Row, 3<sup>rd</sup> Floor, Room 3 A/B

(Registration Begins at 5pm)

Auc. Ref.	Parcel ID	Address	Acres	Zoning
17-1748	3-78	Balcom St.	1.6±	R2
17-1749	36-164	445 Fruit St.	3.4±	R1
17-1750	5-018	Tremont St.	2.1±	R1
17-1751	4-86 & 4-87	Plain St., Oakridge Ave.	0.8±	R1
17-1752	23-1	School St. Rear	2.5±	R2
17-1753	26-7	School St.	2.0±	R2
17-1754	19-192	N. Main St.	1.3±	R3

Terms of Sale:

\$5,000 DEPOSIT PER PROPERTY in cash, certified, or bank check payable to The Town of Mansfield due at the auction. Balance in 30 days. 3.75% Buyer's Premium will be added to the final bid and that sum shall constitute the purchase price. Other terms, if any, to be announced at the sale. Announcements or changes made from the auction block or within the purchase agreement take precedence over any previously printed materials or oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction. County: N. Bristol See Property Info. Package For: Parcel maps, street frontages where applicable, tax taking documents & more

Property Information & Full Terms at: www.JJManning.com

179 Old King's Hwy, Yarmouth Port, MA 02675

MA Co Lic 3184 · Bro 1622 · Ref 17-1748

in

800.521.0

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## **ABSOLUTE AUCTION** Wednesday, March 30<sup>th</sup> at 11am On-site

On Behalf of the Town of Scituate, MA Selling to the Highest Bidder, Regardless of Price

Property Tour: Wednesday, March 23 (11am-1pm)

12.

### 27 Brook St., Scituate, MA 5,000± sf. Former Senior Center on .5± Acres Access from Brook St. & First Parish Rd.

Starting as a schoolhouse in 1852, the property was repurposed to a Fire Station c. 1917 with side sections added twenty years later and most recently home to the Council on Aging until February, 2021 in advance of the grand opening of the new community campus Senior Center. Neighboring Town conservation, back parking lot entry is across Satuit Brook culvert which runs the width of the property.

Town Appraised Value (10/21): \$690,300 RE Tax Assessment: \$652,700

Site Area: .5± acre (21,780± sf.)

Zoning: R-3, portions in Watershed Protection District & FEMA Flood Zone with any potential residential use per zoning to be restricted to a maximum of 2 units per Town

Paved Parking: Front 5± spaces wide including 2 handicap, larger back lot is accessible off First Parish Rd. only

Building: 4,994± sf. 1-2 story on slab with decorative roof cupola

1<sup>st</sup> Fl.: 3,150± sf. open layout minimally built out with 3 offices, 2 restrooms, kitchen & foyer 2<sup>nd</sup> Fl.: 1,652± sf. finished, 192± sf. unfinished HVAC: Oil-fired hot water heat, central a/c

Utilities: Town water & sewer, gas available at street Legal Ref.: Plymouth County Bk 241 Pg 167

(1851)Parcel ID: 50-6-0-A

#### Terms of Sale:

10% certified deposit of which \$10,000 (minimum) in certified or bank check with the balance of the 10% deposit in the form of a personal check both due at the auction. Balance in 30 days. 3.2% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.



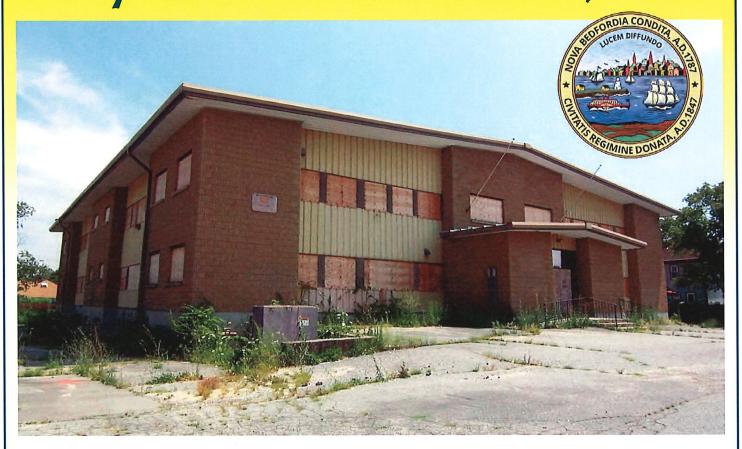
TATE·A





MA Auc Lic 3184 • Brochure 1744 • Ref 22-1957

# 3 MUNICIPAL AUCTIONS City of New Bedford, MA



2104-2110 Acushnet Ave.: Commercial Building WS Brook St.: .79± Acres, Zoned IB NS Coggeshall St.: .11± Acres, Zoned IA

## Friday, June 8 at 11am

Auctions Held At: 2104-2110 Acushnet

inning

Property Info, Full Terms & More at:

JJManning.com

(800) 521-0111 MA Co. Lic# 3184 Ref # 18-1775



## 9 Mitchell Ave., Scituate, MA 1,756± sf. Former Minot Fire Sub-Station .18± Acres with Water Views

Set in a desirable neighborhood of upscale homes just south of the Cohasset line, this Town of Scituate municipal owned property overlooks Musquashicut Pond. Close to Minot & North Scituate ocean beaches, golf, tennis, boating & more. Easy access to Routes 3 & 3A. 2± miles to MBTA Greenbush line station.

#### RE Tax Assessment: \$748,500

Site: .18± acres (8,000± sf.) with 80± ft. of frontage, paved drive

Structure: 1,756± sf. masonry firehouse built in 1925 with concrete floor slab on steel structural members, shingled hip roof, double-hung windows, large overhead door 1st Floor: Apparatus bay, living quarters,

Basement: Full, unfinished rear walkout with storage & utilities

Attic: Walk-up with storage

Water: Town

Septic: Cesspool

Septic. Cesspoo

At Street: Town sewer & gas on street are not connected to property

Deed Ref.: Plymouth County 1515/386 Decommissioned: 1992 Zoning: R-3 (non-conforming) Parcel ID: 15-3-A

#### Terms of Sale:

10% certified deposit of which \$10,000 (minimum) in certified or bank check with the balance of the 10% deposit in the form of a personal check **both due at the auction**. Balance in 30 days. 3.2% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.



www.JJManning.com 800.521.0111 179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 3184 • Brochure 1731 • Ref 21-1934



### Town of Dartmouth, MA

### **.11± ACRE GB ZONED LOT** ACROSS FROM WALMART

### 547 State Road (Rt. 6) North Dartmouth, MA

Parcel ID: 165-131

Auction On-site Thursday, February 8 at 11am





### **ABSOLUTE AUCTION** Thursday, January 13<sup>th</sup> at 12pm On-site

On Behalf of the Town of Scituate, MA Selling to the Highest Bidder, Regardless of Price

### 1 Tilden Ave., Scituate, MA 868± sf. 2-Story Cottage



Between Briggs Harbor & Minot Beach One Lot Back From Glades Rd. with Potential for Ocean Views

Set in Minot Beach neighborhood across Glades Rd. from beach access stairs at the north end of the breakwater. Possible ocean views not verified. Close to N. Scituate Beach, golf, tennis, boating & more. Easy access to Routes 3 & 3A, 6± miles to the MBTA Greenbush line station.

Design: 868± sf. 2-story, 1-BR cottage built circa 1900 on piers Site: .01± acres (653± sf.) Frontage: 18± ft. on a gravel private way

Parcel ID: 5-3-70

Zoning: R-3

FEMA Flood Zone: AE15 per Town

Town Water, Gas & Electric: Connections to house with meters currently removed

Sewer: Failed private septic, BOH condemned 3/26/19 per State Sanitary Code, Ch. II

**References:** Plymouth County Registry of Deeds 47828/342 tax taking, 55667/121 rights of redemption foreclosure

### Preview for Registered Bidders: Thursday, January 13 (10am-12pm)

### Terms of Sale:

10% certified deposit of which \$10,000 (minimum) in certified or bank check with the balance of the 10% deposit in the form of a personal check both due at the auction. Balance in 30 days. 3.2% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

JJManning AUCTIONEERS Property Information & Full Terms at:

www.JJManning.com 800.521.0111 179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 3184 • Brochure 1742 • Ref 22-1951





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### www.JJManning.com

**800.521.0111** 179 Old King's Highway, Yarmouth Port, MA 02675

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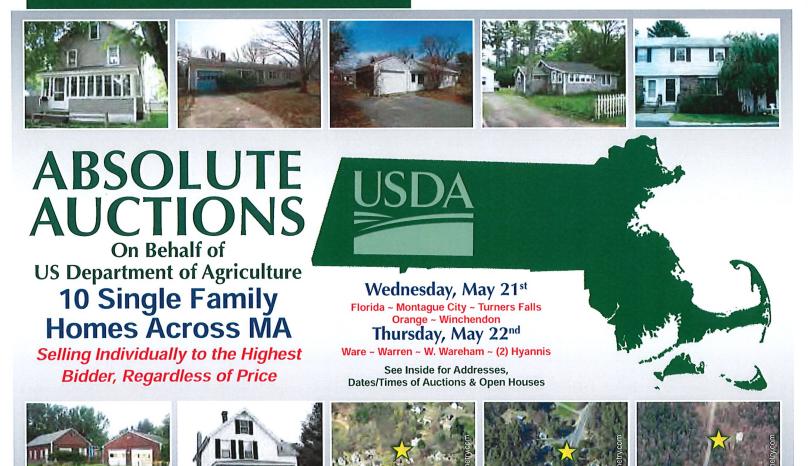
MA Co Lic 3184 Bro 1510 Ref 14-1560-9



AUCTIONS On Behalf of US Department of Agriculture 10 Single Family Homes Across MA Selling Individually to the Highest Bidder, Regardless of Price

ABSOLUT

Wednesday, May 21<sup>st</sup> & Thursday, May 22<sup>nd</sup> On-site



### **ABSOLUTE AUCTIONS On Behalf of USDA 10 Residential Properties Across MA** Selling Individually to the Highest Bidder, Regardless of Price

Wednesday, May 21<sup>st</sup> & Thursday, May 22<sup>nd</sup> On-site

Terms of Sale: 10% deposit of which \$5,000 minimum PER PROPERTY in cash, cartified or bank check at auction, Remainder of the 10% deposit in wire transfer, cash cartified or bank check within 3 days, Balance in 30 days. Other terms, if any, announced at the sale. All information contained was derived from reliable sources believed correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JManning Auctioneers is acting acclusively on behalf of Seller in this transaction.



1,328±SF, 3BR, 1BA on .176± Acres 16 Greenfield Rd, Montague City Auction: Wednesday, May 21st at 11:30am Open House: Wednesday, May 14th (12:30-2pm) & 1 Hour Prior to Auction





1,360±SF, 3BR, 1BA on .3± Acres 24 Vladish Ave, Turners Falls (Montague) Auction: Wednesday, May 21st at 12:30pm Open House: N/A, Exterior View Only



1,152±SF, 3BR, 1BA on 2.7± Acres 14 Blackstone Rd, Florida Auction: Wednesday, May 21st at 10am Open House: Wednesday, May 14th (10-11:30am) & 1 Hour Prior to Auction



1,674±SF, 4BR, 1BA on .35± Acres 13 Dewey Conrad Ave, Orange Auction: Wednesday, May 21st at 2pm Open House: Wednesday, May 14th (1-3pm) & 1 Hour Prior to Auction



1,116±SF, 3BR, 1BA on .25± Acres 259 Main St, Winchendon Auction: Wednesday, May 21st at 3:30pm Open House: Wednesday, May 14th (1-3pm) & 1 Hour Prior to Auction



1,474±SF, 3BR, 1.5BA on .059± Acres 52 Warebrook Village Rd, Ware Auction: Thursday, May 22<sup>nd</sup> at 10am Open House: Thursday, May 15th (10am-12pm) & 1 Hour Prior to Auction



1,078±SF, 3BR, 1BA on .25± Acres 41 Keyes St, Warren Auction: Thursday, May 22<sup>nd</sup> at 11am Open House: Thursday, May 15th (10am-12pm) & 1 Hour Prior to Auction



902±SF, 3BR, 1BA on .34± Acres 29 Canedy St, West Wareham Auction: Thursday, May 22<sup>nd</sup> at 1:30pm Open House: Thursday, May 15th (11:30am-1pm) & 1 Hour Prior to Auction



960±SF, 3BR, 1BA on .27± Acres 73 Walnut St, Hyannis Auction: Thursday, May 22<sup>nd</sup> at 3pm Open House: Thursday, May 15th (2-4pm) & 1 Hour Prior to Auction



748±SF, 2BR, 1BA on .11± Acres 4 Linden St, Hyannis Auction: Thursday, May 22nd at 3:30pm Open House: Thursday, May 15th (2-4pm) & 1 Hour Prior to Auction

32,922± sf. GLA Former "Lighthouse Inn" Complex 3 Buildings ~ 51± Rooms ~ Restaurant ~ On 4.2± Acres with Thames River & Long Island Sound Views



avorite for society events & a retreat for stars such as grounds as an extension of the Pequot Colony resort community. Converted to an inn in 1928, it became a listed landmark property was designed by Boston architect, William Ralph Emerson, as a home for steel Bette Davis, Joan Crawford & Esther Williams. Set in magnate, Charles S. Guthrie, with Olmstead planned a neighborhood of luxury homes, ½ mile from Ocean Boston & NYC with easy access to Routes 1 & I-95. Beach Park -- close to casinos, marina, yacht club, attractions, colleges & more all within 2± hours of This c. 1902 National Register of Historic Places



### Manning www.]]Manning.com 800.521.0111

Info., Photos, Broker Reg. & Full Terms at:

Regardless of Price 2 pm at ber 5 at ighest Bidder TAMIXORIAA SELEAGNUOB moo.viemoieia

City RE Tax Assessment: \$1,645,490 Parcel ID: G25-27-17

stone walls, fountain, in-ground pool, bath house, Site: 4.2± acres with 3 main buildings, lawns, gazebos & 54± spaces

Main Inn

22,997± sf. GLA 3-story Main Inn built in 1902 as ncluding fireplaces, coffered ceiling, decorative a Mission/Spanish Colonial Revival Style man-sion designed to maximize exterior views now woodwork, spectacular central staircase & bar, with 27± guest rooms (11± water view), lobby gift shop, restaurant, lounge, meeting rooms, basement, 3-stop elevator, fine historic detail partially furnished with many original lighting fixtures,  $671\pm sf.$  deck & 2 patios

### Carriage House

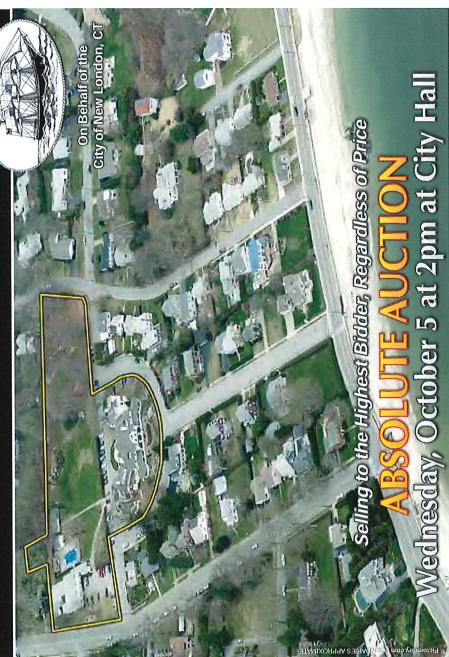
9,059± sf. GLA 1 & 2-story Carriage House built in 1952 with 24± guest rooms, attic, 761± sf. porch & patio with fireplace Natchman's Cottage

866± sf. GLA 1-story Watchman's Cottage built See Property Info. Package For: Zoning, in 1952 & used as a salon/day spa

plans, appraisal, financial, environmental & more

Wednesday, September 28 (11am-1pm) Property Tour:

32,922± sf. GLA Former "Lighthouse Inn" Complex 3 Buildings ~ 51± Rooms ~ Restaurant ~ On 4.2± Acres Sel Di 48 Guthrie Pl., New London, CT



### Manning AUCTIONEERS AUCTIONE AUCTIONEERS A

CT Lic 429981 Bro 1593 Ref 16-1696





nium. Other terms, if any amounced at the sale, all information derived from reluble sources believed correct, but not guaranteed. Buyers shall rely entriev on their own judgment & inspection, Amouncements from the variation Block take prededence over any previously printed material or any other oral statements made. Julkanning auclionees is adming exclusively on behalf of Seller in this transaction. Blucyer's Blocker Terms.

d deposit of which \$20,000 in cash, certified or bank check at r by 4pm ET on Friday, 10/7/16. Balance in 45 days, 10% Buy

ferms of Sale

Duffer S DORE Territion Dio 2% Buyer's Broker Commission offered. Visit www.JJManning.com for det f: mandatory pre-registration requirements. Property Tour: Wednesday, September 28 (11am-1pm)

### **ABSOLUTE AUCTION** On Behalf of the Town of Freetown, MA



### *Selling to the Highest Bidder, Regardless of Price* 2 County Rd. (Rt. 18), Freetown, MA

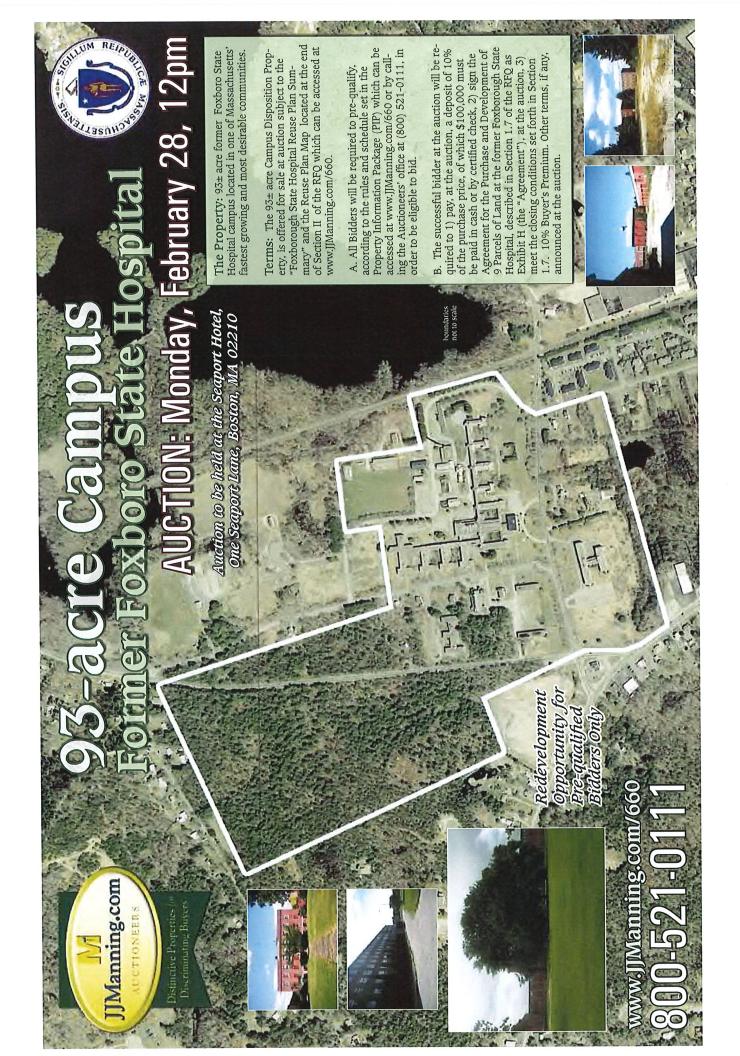
Part of Former Freetown Screw Manufacturing Co. Site 1.6± Acres ~ Zoned G

### Thursday, October 15 at 11am On-site

**Terms**: 10% certified deposit of which \$10,000 (minimum) by bank check due at the auction and remainder of 10% due Monday, 10/19/20. Close by Friday, 11/20/30. Other terms, if any, to be announced at the sale. Announcements or changes made from the auction block or within the purchase agreement take precedence over any previously printed materials or oral statements made.



Property Info, Full Terms & More at JJManning.com 800-521-0111 MA Co Lic# 3184 Ref #20-1881





### 93-acre Campus

Sale Per Order of: Commonwealth of Massachusetts Division of Capital Asset Management

### Former Foxboro State Hospital

**AUCTION: Monday**, February 28, 12pm

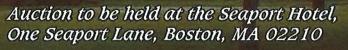
RFQ Package at: www.JJManning.com/660















Distinctive Properties for **Discriminating Buyers** 

### www.JJManning.com/660 800.521.0111

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### Town of Yarmouth, Cape Cod, MA Multi-Property Auction 7 Tax Title Properties REF# 9-6728 WEDNESDAY, SEPTEMBER 29<sup>TH</sup> AT 11:00 AM AUCTION TO BE HELD AT THE YARMOUTH TOWN HALL, 1146 ROUTE 28, SOUTH YARMOUTH, MA Bid Online at jjManning.com thru 9/28

### Property 601

Lot #S-30, off Aunt Dorah's Ln, Yarmouth, MA • 6,969.60 ± sq ft lot

Assessor's Map #136 Lot 55

### Property 602

Lot #N-36, Williams, Yarmouth, MA • 5,662.80 ± sq ft lot

Assessor's Map #30 Lot 31.1

### Property 603

Lot #T-36, 92 Breezy Point, Yarmouth, MA • 42,178.00 ± sq ft lot • Two Family Home

• Assessor's Map #29 Lot T36

### Property 604

Lot #V-4, Drews Way, Yarmouth, MA • 3,484.80 ± sq ft lot

• Assessor's Map #30 Lot V4

### Property 605

Lot #G-26E, off Eldridge Road, Yarmouth, MA

- 436  $\pm$  sq ft lot
- Assessor's Map #21 Lot G26E

### Property 606

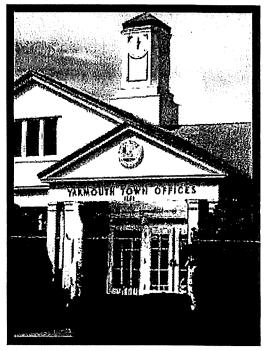
Lot #T-9, off Cleveland Way, Yarmouth, MA • 6,534.00 ± sq ft lot

• Assessor's Map #30 Lot T9

### Property 607

Lot #S-2B, 11 Murray Road, Yarmouth, MA

- 2,805.00  $\pm$  sq ft lot
- Assessor's Map #30 Lot S2



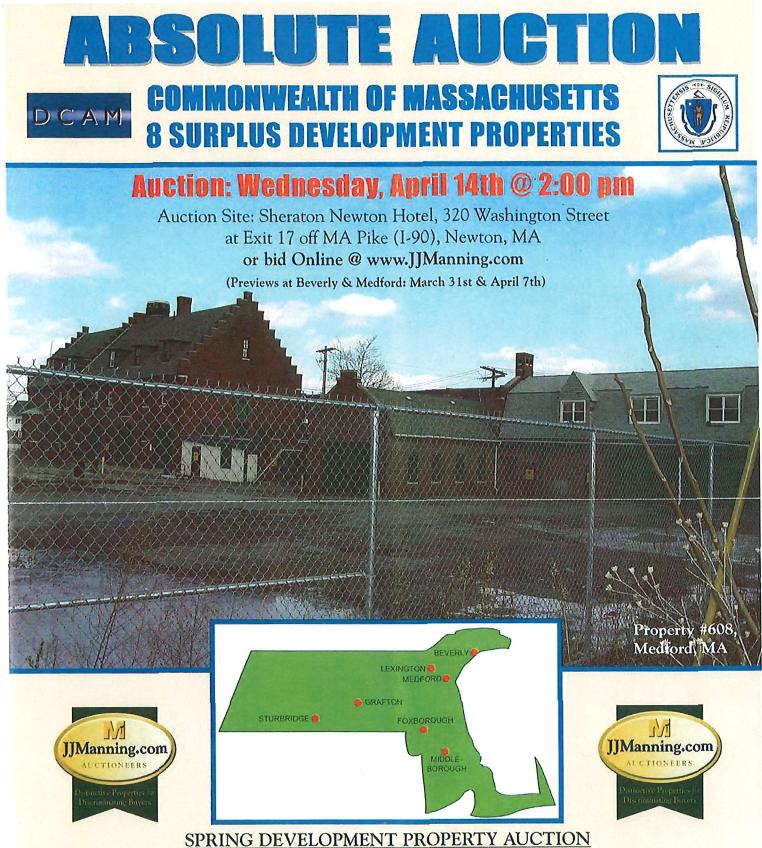
### TERMS OF SALE:

10% deposit at the sale. Balance: 45 days. 10% BUYERS PREMIUM. Other terms, if any, announced at the sale

### BROKER COMMISSION:

2 % COMMISSION OFFERED. 48 hour broker preregistration required. Call for form or register on-line from the Broker section of our web page: www.jjManning.com





### Per order of the Commonwealth of Massachusetts Division of Capital Asset Management (DCAM), JJManning.com is proud

to offer these valuable development properties at Absolute Auction. The Commonwealth's decision to sell these surplus properties presents a tremendous opportunity to developers and end users alike. You will set the Sale Price with your bid at Absolute Auction. All properties will be sold, regardless of price, to the high bidder. The properties are well located and offer many development possibilities. Please view them and attend the DCAM Spring Development Property Auction prepared to compete for these fine properties.

### ww.JJManning.com/605 • 800.521.



# ABSOLUTE AUCTION

14.87+/- AC. DEVELOPMENT LAND • 789' FRONTAGE ON ROUTE 9 COMMONWEALTH OF MA SURPLUS DEVELOPMENT REAL ESTATE RTE. 9 (BOSTON TURNPIKE) • SHREWSBURY, MA COMMERCIAL/BUSINESS ZONE



## Auction: Wed., November 10<sup>TH</sup> @ 12:00PM

- Town assessor Land Use Code is 914 High Traffic Count: 46,600 cars per day
  - Level to moderately sloped

pital Asset Management

Site is close to: Home Depot, Borders, Bed Bath & Beyond, Staples, CVS, (Mass. Highway Statistic 1996)

AUCTION TO BE HELD AT: Beechwood Hotel, 363 Plantation Street, Worcester MA 01605 420 Commerce Park, Stop & Shop, NTB and more

Phone (508) 754-5789 - FAX (508) 752-2060 - Toll-free (800) 344-2589

### www.J.Manning.com/658 SURVEY, PHOTOS & INFO AT:

DIRECTIONS TO PROPERTY. From Route 9 East, parcel is on the right just before the intersection with Lake St. and just prior to the Worcester County Food Bank Distribution enter.

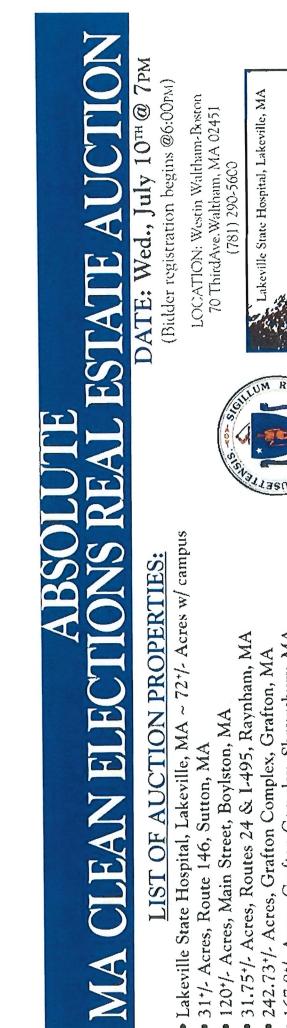
TERMS OF SALE: \$100,000,00 deposit, in cash or certified check, with an increase to equal 10% of purchase price within 5 days of auction. Balance in 60 days, 10% Buyer's Premium. Other terms, if any to be announced at the auction

take precedence over any previously printed material or any other oral statements made. Jerome J. Manning & Go., Inc. is AUCTIONEER'S DISCLAIMER. All information contained was derived from reliable sources beheved correct, but is not guaranteed. Bayers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block acting exclusively on behalf of Seller in this transaction.

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ACT OF

**BRO 1126** 



- 31<sup>+/-</sup> Acres, Route 146, Sutton, MA

- 167.8<sup>+</sup>/- Acres, Grafton Complex, Shrewsbury, MA
- 5.02+/- Acres, off Rte. 2 (Fairhaven Rd. & Arena Terr.), Concord, MA
- 2+/- Acres, off Rte. 2 (Baker Ave. & Gifford Ln.), Concord, MA
  - 30<sup>+</sup>/- Acres, Route I-190, Sterling, MA

FOR PROPERTY INFORMATION, MAPS AND AUCTION UPDATES, VISIT:

# www.jjManning.com/cleanelections

OR CALL US TOLL-FREE @

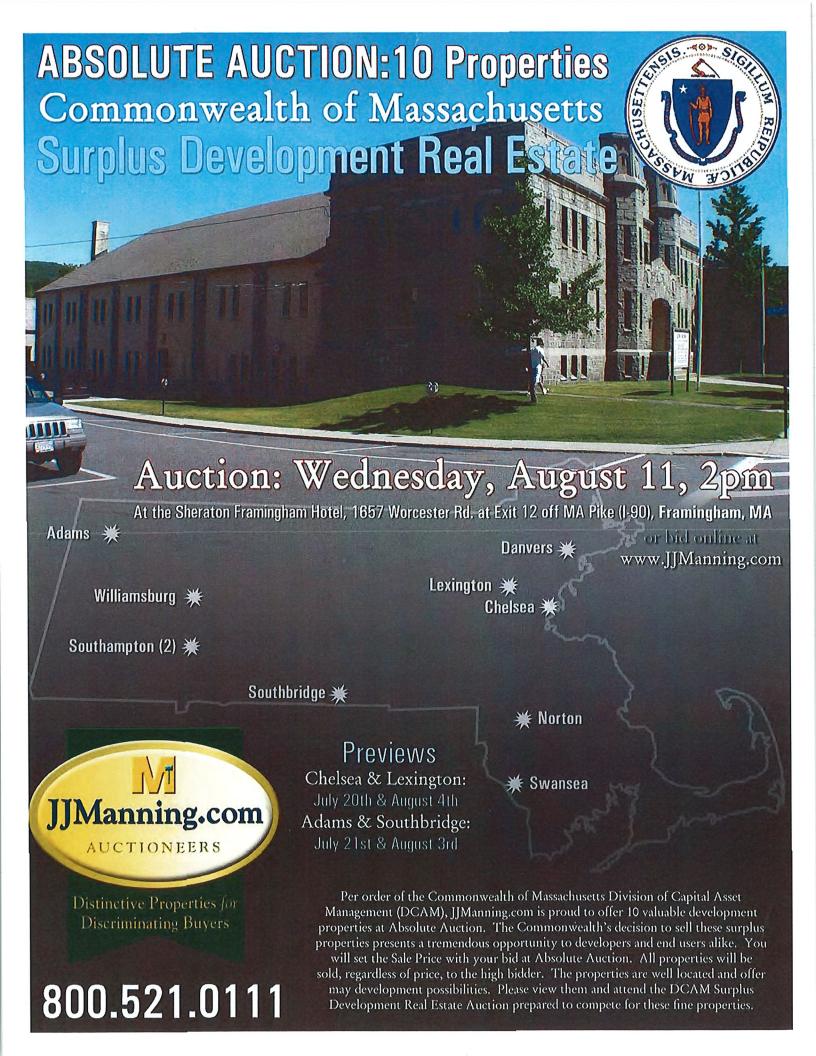
800.521.01



TERMS OF SALE: 10% deposit of which \$5,000\* in cash or certified funds. balance of 10% in good check. Balance in 10 days. 10% Buyer's Premium All Tues., July 2nd @ JCam-3pm.

\* Lakeville: Certified amount is \$100,000. Grafton & Shrewsbury: Visit sales absolute to high bidder.

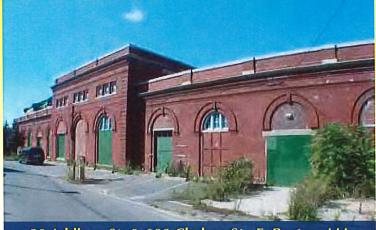
AUCTIONEER'S DISCLAIMER: All information regarding the auction in this bockure was derived from reliable sources believed correct, but is not guaranteed. Bayers shall rely enturely on their own judgement & unspectiven. Amounteements from the Auction Block will BRO 1056 website for deposit amounts take precedence evet any previsivaly printed material or any other oral statements made.





### 2 ABSOLUTE AUCTIONS Per Order of the Commonwealth of MA Division of Capital Asset Management

Surplus Real Estate Selling to the Highest Bidder, Regardless of Price



20 Addison St. & 600 Chelsea St., E. Boston, MA 1.6± Acres of Industrial Land with Buildings at Chelsea Bridge E. Boston Property Tours: Thurs., Jan. 13 (10am-12pm)

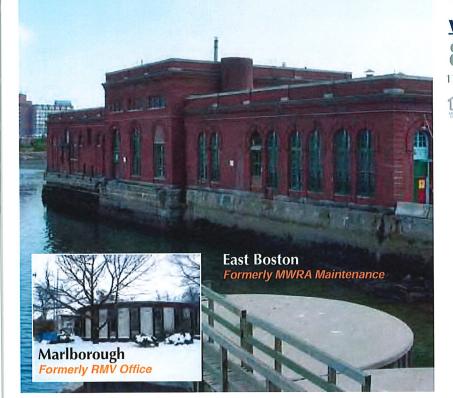


### Monday, January 24<sup>th</sup> at 12pm Auction Site: The Westin Waltham-Boston, 70 Third St., Waltham, MA

Ction Site: The Westin Waltham-Boston, 70 Third St., Waltham, WA Bid Live at Auction Site or Online

**2 ABSOLUTE AUCTIONS** Surplus Real Estate Selling to the Highest Bidder, Regardless of Price Mon, Jan 24<sup>th</sup> at 12pm Off Site\*

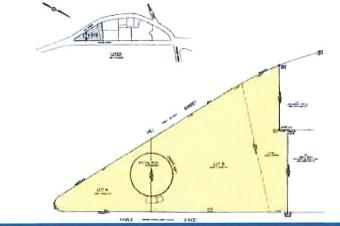
\*Auction Site: The Westin Waltham-Boston, Waltham, MA



Division of Capital Asset Management Dece A Management Building for the Commonwealth Manning

### 

### **www.JJManning.com 800.521.0111** MA Lic 111 Bro 1376 Ref 11-1285



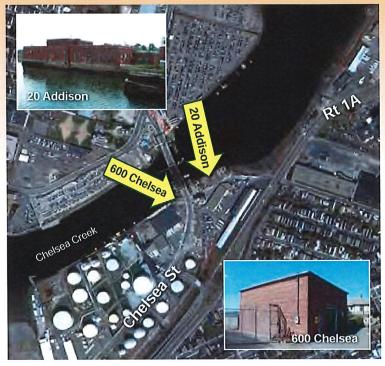
525 Maple St. (Rt. 85), Marlborough, MA .95 Acres of Commercial Land with Office Building Marlborough Property Tours: Thurs., Jan. 13 (1:30-3:30pm)

### 2 ABSOLUTE AUCTIONS Per Order of the Commonwealth of MA Division of Capital Asset Management

Surplus Real Estate Selling to the Highest Bidder, Regardless of Price

### Monday, January 24th at 12pm Off Site\*

\*Auction Site: The Westin Waltham-Boston, 70 Third St., Waltham, MA (Directions Available Below) Bid Live at Auction Site or Online



## SUBJECT

### Auction Ref. #11-1285 20 Addison St. & 600 Chelsea St. **E. Boston, MA**

**Summary:** 1.6± acres of industrial land comprised of 2 parcels with buildings located at the foot of Chelsea Bridge

**F/K/A:** MWRA's "E. Boston Electric Shop & Central Maintenance Facility"

Property Tours: Thursday, January 13 (10am-12pm) County: Suffolk

Zoning: Upper Chelsea Creek WM -

Waterfront Manufacturing Subdistrict

FEMA Flood Zone: C, non-hazard Utilities: City water & sewer, electric, natural gas

### Easement & Environmental Info.:

See Property Info. Package (PIP) 20 Addison St: 1.42± acres along

the U.S. Pier & Bulkhead Line of the Chelsea Creek with a  $19,000\pm$  sf. c. 1894 brick building with granite foundation eligible for inclusion in the National Register last used for machine & trade shops and vehicle garaging. Concrete and granite seawall. Paved parking for 12± cars. Easements.

**600 Chelsea St:** .17± acres with a 1,000± sf. c. 1940 1-story brick building. Easements.

### Auction Ref. #11-1287 525 Maple St. (Rt. 85) Marlborough, MA

Summary: .95 acres of commercial land with an office building

F/K/A: "Registry of Motor Vehicles" Property Tours: Thursday, January 13 (1:30-3:30pm) County: Middlesex Zoning: CA – Commercial/ Automotive FEMA Flood Zone: C, non-hazard Utilities: Town water & sewer, electric, natural gas

### Easement & Condition Info.:

See Property Info. Package (PIP)

**Description:**  $3,400\pm$  sf. 1-story round office building built c. 1960's on a concrete slab on a .95± acre triangular lot with ample paved parking at the intersection of Mill St. & Maple St. with a curb cut on each. Near the Southborough town line with easy access to Rt. 20, I-495 & I-290. 17± miles to Worcester & 27± miles to Boston.



\*Directions To Auction Site The Westin Waltham-Boston Hotel: Take I-90/Massachusetts Turnpike to Route 95 North. Take Exit 27A (Totten Pond Road). Make a sharp right onto 3rd avenue and the Hotel will be on the left.

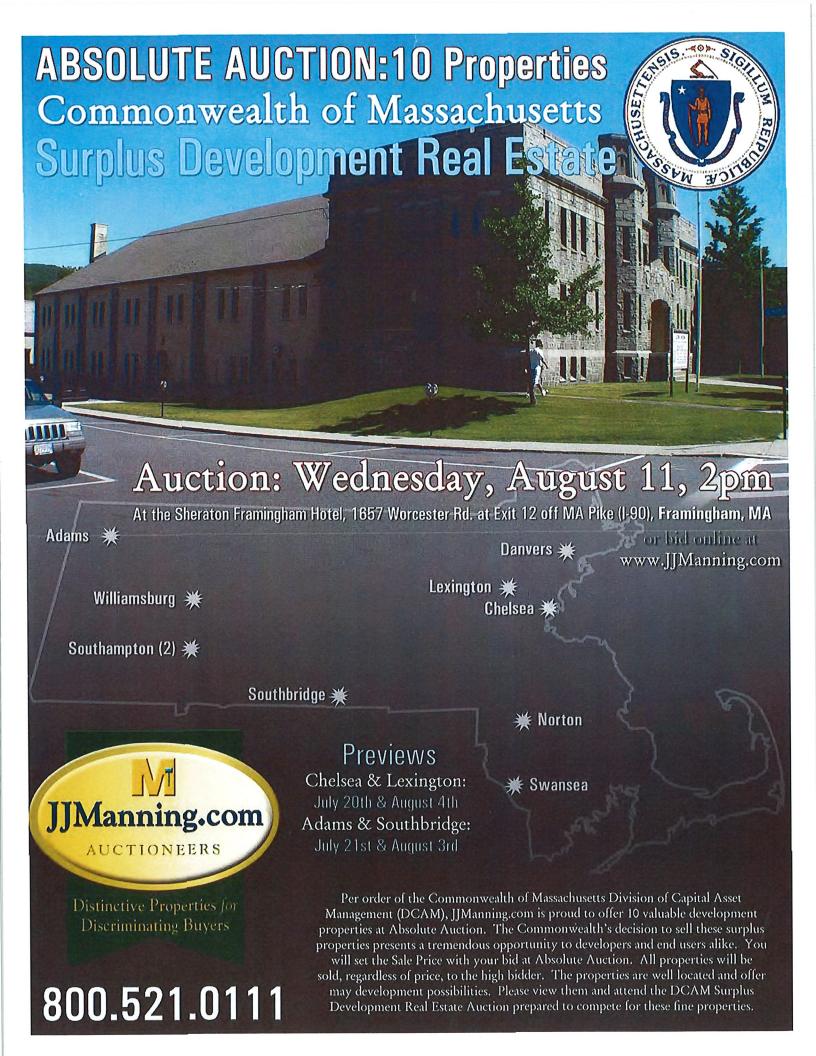
Terms of Sale: 10% deposit of which \$10,000 Per Property must be presented in cash, certified or bank check. Remainder of the 10% deposit in personal or business check at the auction. Balance in 60 days Marlborough & by 4/1/11 E. Boston. 10% buyers premium. Any other terms given at sale.

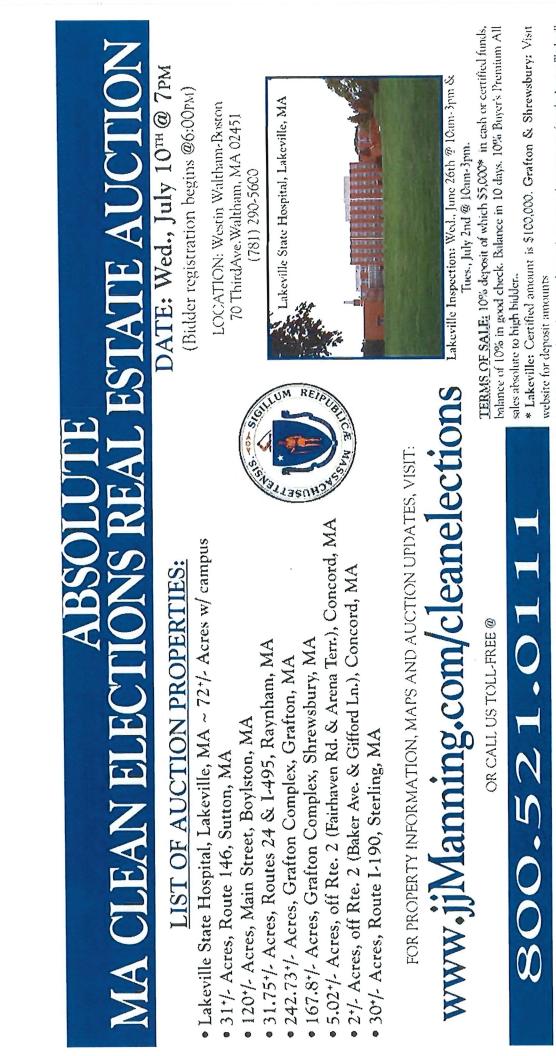
Commission Terms: Visit www.JJManning.com for details & mandatory pre-registration requirements.

Auctioneer's Disclaimer: All information derived from reliable sources believed correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction. Aerial images used with permission through purchase from Terraserver.com.



Property Information, Photos & More at: <u>www.JJManning.com</u> or call 800.521.0111





AUCTIONEER'S DISCLAIMER: All information regarding the auction in this bookbure was derived from reliable sources believed correct, but is not guaranteed. Bayers shall rely entirely on their own judgement & unspection. Announcements from the Auction Block will BRO 1056 take precedence evet any previewly printed material or any other oral statements made.

#### ATTACHMENT A QUALIFICATIONS PROPOSAL FORM

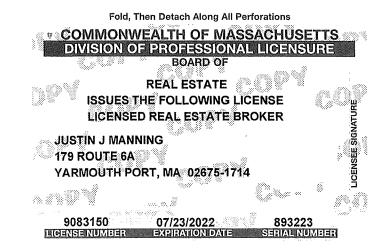


**3.** Justin J. Manning, CAI, AARE is President and owner of JJManning Auctioneers. Mr. Manning has been a licensed and bonded auctioneer and real estate broker in MA for over 29 years. Copies of licenses attached. Mr. Manning also holds the exclusive CAI and AARE designations from the NAA (National Auctioneers Association). He also holds the Realtor designation in MA yet exclusively sells real estate through the auction method of sale.

Please visit our web site at http://www.mass.gov/dpl/boards/RE

JUSTIN J MANNING 179 ROUTE 6A YARMOUTH PORT, MA 02675-1714

(RE)

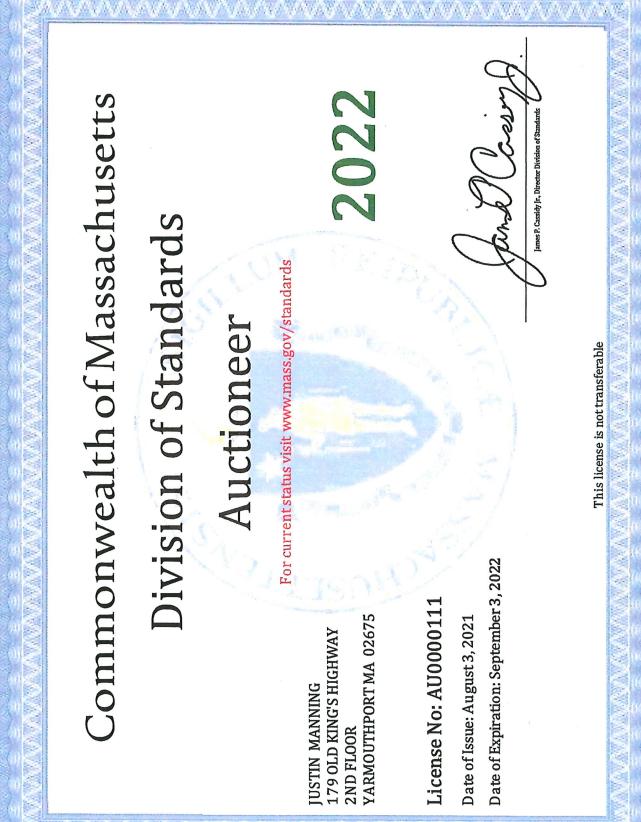


Please visit our web site at http://www.mass.gov/dpl/boards/RE

JEROME J MANNING & CO INC 179 OLD KINGS HWY YARMOUTHPORT, MA 02675-1714

(RE)







# Auctioneer

For current status visit www.mass.gov/standards

2022

JJ MANNING AUCTIONEERS 179 OLD KING'S HIGHWAY YARMOUTHPORT MA 02675 License No: AU0003184

Date of Issue: September 10, 2021 Date of Expiration: August 7, 2022

James P. Cassidy Jr., Director Divisio

This license is not transferable

ATTACHMENT A QUALIFICATIONS PROPOSAL FORM



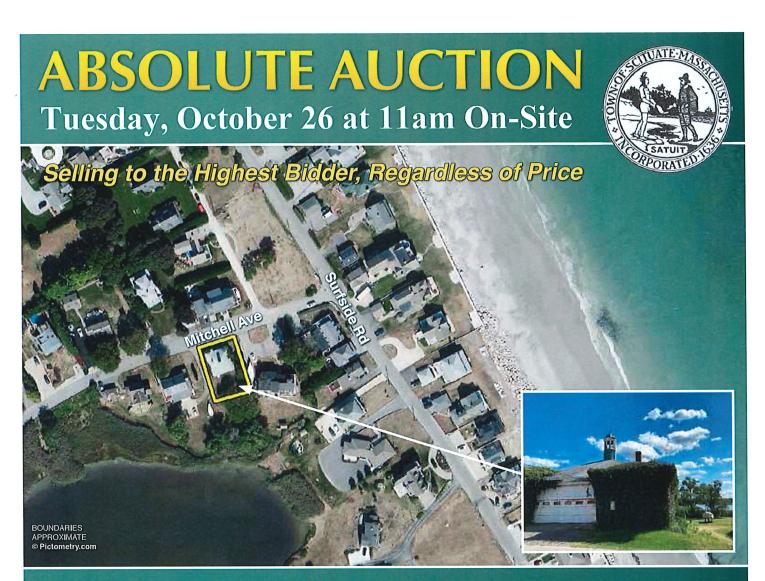
4. Copies of the advertising and marketing from the past 3 municipal auctions are attached for your review. We feel that a properly marketed and properly executed auction sale is what will generate the highest dollars for our clients.

• •



#### 4. ADVERTISING & MARKETING FROM PAST 3 MUNICIPAL AUCTIONS

**AUCTION 1** 



# 9 Mitchell Ave., Scituate, MA 1,756± sf. Former Minot Fire Sub-Station .18± Acres with Water Views

Set in a desirable neighborhood of upscale homes just south of the Cohasset line, this Town of Scituate municipal owned property overlooks Musquashicut Pond. Close to Minot & North Scituate ocean beaches, golf, tennis, boating & more. Easy access to Routes 3 & 3A. 2± miles to MBTA Greenbush line station.

#### RE Tax Assessment: \$748,500

Site: .18 $\pm$  acres (8,000 $\pm$  sf.) with 80 $\pm$  ft. of frontage, paved drive

Structure: 1,756± sf. masonry firehouse built in 1925 with concrete floor slab on steel structural members, shingled hip roof, double-hung windows, large overhead door

1<sup>st</sup> Floor: Apparatus bay, living quarters, restroom

Basement: Full, unfinished rear walkout with storage & utilities

Attic: Walk-up with storage

Water: Town

Septic: Cesspool

At Street: Town sewer & gas on street are not connected to property

Deed Ref.: Plymouth County 1515/386 Decommissioned: 1992 Zoning: R-3 (non-conforming) Parcel ID: 15-3-A

#### Terms of Sale:

10% certified deposit of which \$10,000 (minimum) in certified or bank check with the balance of the 10% deposit in the form of a personal check **both due at the auction**. Balance in 30 days. 3.2% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.



www.JJManning.com 800.521.0111 179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 3184 • Brochure 1731 • Ref 21-1934

# JJ Manning

## AD SCHEDULE

9 Mitchell Ave., Scituate, MA

Absolute Auction: Tuesday, October 26, 2021 11am

Newspaper	Run 1	Run 2
Patriot Ledger	10/9	10/16
New England Real Estate Journal	10/15	x



## Patriot Ledger

2 columns x 2 inches

# **ABSOLUTE AUCTION**

# .18± ACRES WITH WATER VIEWS



On Behalf of the Town of Scituate, MA **1,756± sf. Former Minot Fire Sub-Station** Selling to the Highest Bidder, Regardless of Price

# 9 Mitchell Ave., Scituate, MA Tuesday, October 26 at 11am On-site

Info, Full Terms & More at: <u>www.JJManning.com</u> 800.521.0111 MA Co Lic# 3184 · Ref. #21-1934

New England Real Estate Journal

1/4 page



# **PROPERTY INFORMATION PACKAGE** #21-1934

# **ABSOLUTE AUCTION** ON BEHALF OF THE TOWN OF SCITUATE, MA Selling to the Highest Bidder, Regardless of Price

# 9 MITCHELL AVE., SCITUATE, MA

# 1,756+/- AF BUILDING ON .18+/-AC. Former Town Fire Station – Zoning R-3 Close to N. Scituate Beach & Views of Musquashcut Pond TUESDAY, OCTOBER 26 11AM ON-SITE

MA Co. Lic. #3184



# **TABLE OF CONTENTS**

DISCLAIMER TRANSMITTAL LETTER TERMS & CONDITIONS BUYER'S PREMIUM SAMPLE P&S PROPERTY INFORMATION & PHOTOS LOCATION MAP

# JJManning AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.







Marketing | Experience | Integrity | Results Since 1976

October 19, 2021

Dear Prospective Bidder:

On behalf of the Town of Scituate, MA, JJManning Auctioneers is pleased to offer 9 Mitchell Ave., Scituate, MA at Absolute Auction where the last and highest bidder will be the winning bidder, regardless of price. This Town owned 1,756+/- sf. former Minot fire sub-station on .18+/- acre is set in a desirable neighborhood of upscale homes just south of the Cohasset line. The property overlooks Mushquashicut Pond and is close to Minot & North Scituate ocean beaches, golf, tennis, boating & more, with easy access to Routes 3 & 3A and 2+/- miles to MBTA Greenbush line station.

The Town of Scituate, MA chose Absolute Auction, the accelerated method of marketing, for the sale of this fabulous property. Their decision allows you to set the market price for this magnificent water view lot with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know, the property is being sold "as is, with all faults." There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held, on site, at 11:00am on Tuesday, October 26, 2021. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

Don't forget to have <u>BOTH</u> the \$10,000 certified deposit check made out to yourself plus a personal check. Bring them both with you to the auction. You must show the checks at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

If you are interested in making a pre-auction offer for this property, it must be tendered on a signed JJManning approved Purchase & Sale Agreement and accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer. Please contact us at **auctions@jjmanning.com** or the phone number below for details.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Jullen

Justin J. Manning, CAI, AARE President

JJManning Auctioneers | 800-521-0111 | JJManning.com



# **TERMS & CONDITIONS**

# **ABSOLUTE AUCTION** ON BEHALF OF THE TOWN OF SCITUATE, MA Selling to the Highest Bidder, Regardless of Price

# 9 MITCHELL AVE., SCITUATE, MA

# 1.756+/- AF BUILDING ON .18+/-AC. Former Town Fire Station – Zoning R-3

# **TUESDAY, OCTOBER 26 AT 11AM ON-SITE**

MA Co. Lic. #3184

Terms of Sale: 10% deposit of which Ten Thousand Dollars (\$10,000.00) minimum must be presented in certified or bank check with the balance of the 10% deposit in the form of a personal check **BOTH DUE** at the auction. Balance in 30 days.

A. Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.

B. Closing will take place on or before Wednesday, November 24, 2021 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.

C. A Buyer's Premium of 3.2% will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.

D. The property is being sold "as is, with all faults." We encourage you to thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

E. Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.

F. The property is being sold "Absolute" to the high bidder regardless of price.

G. The property is NOT being sold with a financing contingency. We recommend that you prequalify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

H. Other terms, if any, to be announced at the auction sale.

# JJManning AUCTIONEERS BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 3.2% added to the high bid. The total of the high bid plus the 3.2% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:	
Bid Price: Add 3.2% Buyer's Premium:	\$100,000.00 \$3,200.00
Contract sales price:	\$103,200.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

#### This 26th day of October, 2021

#### 1. PARTIES AND MAILING ADDRESSES

Town of Scituate hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

#### 2. DESCRIPTION

The land with the buildings thereon known as 9 Mitchell Avenue, Scituate, Massachusetts, more particularly described as Parcel ID: 15-3-A-0.

#### 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any municipal or personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision.

#### 4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided and said deed shall convey a good and clear record, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;

(d) Easements, restrictions and reservations of record;

#### 5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

#### 6. PURCHASE PRICE

The agreed purchase price for said premises i	sdollars, of which

\$\_\_\_\_\_have been paid as a deposit this day and

are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s)

\$\_\_\_\_\_TOTAL

#### 7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Wednesday, November 24, 2021 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

#### 8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

#### 9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this

#### Buyer's Initials:\_

agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

#### 10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

#### 11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

#### 12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

#### 13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

#### 14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

#### **15. ADJUSTMENTS**

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

#### 16. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

#### 17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

#### 18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

#### 19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages.

#### 20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit paid by the BUYER upon the execution of this Agreement shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

#### 21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

#### 22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

#### 23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

#### 24. SMOKE DETECTORS/SEPTIC/WATER/GAS

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. If necessary, the buyer shall be responsible for the repair, upgrade or installation of a septic system and/or a well and/or municipal water and/or sewer connections or gas connections which meet the requirements of the board of health. The closing is not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed strictly as is.

#### 23. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION ABSOLUTE SALE wherein all contingencies, warranties, representations, and governmental approvals have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Town of Scituate, Seller	BUYER
By:	
Ву:	BUYER
Buyer's Mailing Address (Street or P.O. Box)	Buyer's Attorney (Name)
Buyer's Mailing Address (City, State & Zip Code)	Buyer's Attorney (Firm)
Buyer's Daytime Phone	Buyer's Attorney's Address (Street or P.O. Box)
Buyer's Evening Phone	Buyer's Attorney's Address (City, State & Zip Code)
	Buyer's Attorney's Phone

Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT



# 9 Mitchell Ave., Scituate, MA 1,756± sf. Former Minot Fire Sub-Station .18± Acres with Water Views

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1<sup>st</sup> Floor: Apparatus bay, living quarters, restroom

Basement: Full, unfinished rear walkout with storage & utilities

Attic: Walk-up with storage

Water: Town

Septic: Cesspool

At Street: Town sewer & gas on street are not connected to property

Deed Ref.: Plymouth County 1515/386 Decommissioned: 1992 Zoning: R-3 (non-conforming) Parcel ID: 15-3-A

#### Terms of Sale:

10% certified deposit of which \$10,000 (minimum) in certified or bank check with the balance of the 10% deposit in the form of a personal check **both due at the auction**. Balance in 30 days. 3.2% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

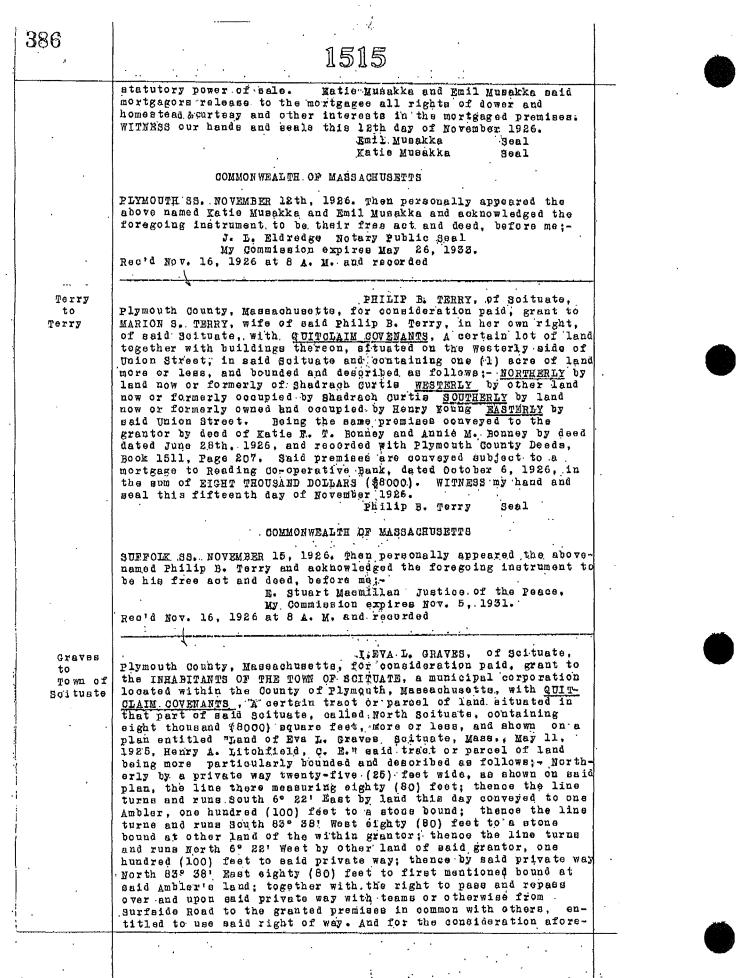


www.JJManning.com 800.521.0111 179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 3184 • Brochure 1731 • Ref 21-1934

OSO     Town of SCITUATE - Fiscal Year 302.       Current rower	11/30/2020         11:49 am         SEQ.#: 2,995           CLASS%         DESCRIPTION         BN ID         BN         CARD           100         IMP.MUN PUBLIC SAFE         1		(S) S SA	17 29	26 2 2 2 2 2 2	UNITS         YB         ADJ PRICE         RCN         TOTAL RCN         438,772           1,756         1925         278.34         488,772         CONDITION ELEM         CD           1,756         1925         278.34         488,772         ECNDITION ELEM         CD           1,756         1925         278.34         488,772         ECNDITION ELEM         CD           1,756         1925         278.34         488,772         ECNDITION ELEM         CD           1,756         1925         278.34         488,772         ECONDITION ELEM         CD           1,756         1925         278.34         488,772         ECONDITION ELEM         CD           1,756         1925         278.34         488,772         EFF.YRIGE         1958/61           1         EFF.YRIGE         1958/61         ECON         0         ECON         0           1         DEPR         52         56.00         0         ECON         0         S334.600
O50       CURRENT OWNER       No F       CURRENT OWNER       AG HWY       Scool B       Scool MB       Scool MB       Scool MB       Scool MB       Scool MB       Scool MB       COND Ech       Not Ech       Not Ech       Not Ech       Cond Cond       Cond Ech       Not Ech <th< td=""><td>Town of SCITUATE - Fiscal Year 202 LOCATION MITCHELL AV MITCHELL AV 11/16/1928 E 1515-386/7 1515-386/7</td><td>Infi3 Lpi VC CREDIT AMT ADJ V/ 1.00 R09 2.00</td><td>ASSESSED         CURRENT         PREV           LAND         513,900         513,900           LAND         513,900         234,600           DETACHED         234,600         0           OTHER         748,500         0           PHOTO         11/17/2003         0</td><td></td><td></td><td>DESCRIPTION     ADJ     S BAT     T       SLAB     1.00     A     BAS     L       BRICK VENEER     1.05     H     BAS     L       HIP     1.00     A     BAS     L       ASPHCMP SHIN     1.00     A     BAS     L       ASPHCMP SHIN     0.95     0.95     MINUMM       HOT WATER     1.00     0.95       OLL     1.00     0.95</td></th<>	Town of SCITUATE - Fiscal Year 202 LOCATION MITCHELL AV MITCHELL AV 11/16/1928 E 1515-386/7 1515-386/7	Infi3 Lpi VC CREDIT AMT ADJ V/ 1.00 R09 2.00	ASSESSED         CURRENT         PREV           LAND         513,900         513,900           LAND         513,900         234,600           DETACHED         234,600         0           OTHER         748,500         0           PHOTO         11/17/2003         0			DESCRIPTION     ADJ     S BAT     T       SLAB     1.00     A     BAS     L       BRICK VENEER     1.05     H     BAS     L       HIP     1.00     A     BAS     L       ASPHCMP SHIN     1.00     A     BAS     L       ASPHCMP SHIN     0.95     0.95     MINUMM       HOT WATER     1.00     0.95       OLL     1.00     0.95
	URRENT OWNER	AC/SF/UN         Ngh         Inft1         Inft2         ADJ BASE         SAF         SAF	ZONING FRNT 80 N T E E DIM/NOTE YB UNITS ADJ PRICE		ADJ         DESC         MEASURE         10/2/2018           1.65         FIRE STATION 1100%1         LIST         10/2/2018           1.00         AVERAGE 1100%1         REVIEW         3/24/2011	SIZE ADJ 1.000 DETAIL ADJ 1.576 DVERALL 1.576 OVERALL 1.000 ROOF SHAPE 2 ROOF SHAPE 2 ROOF COVER 1 1 1.00 1.00 1.00 1.00 1.00 FLOOR COVER 6 100 1.00 1.00 HEATING/COOL 2 10 FUEL SOURCE 1 1

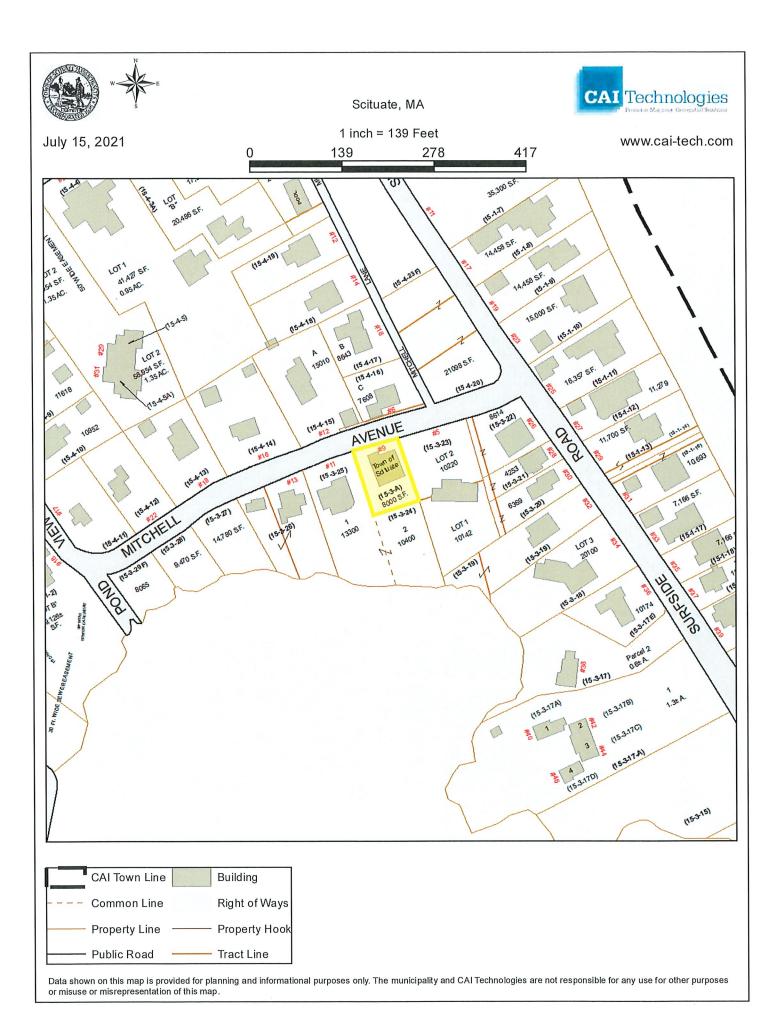


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-	Said, I, fred D. Graves, husband of the within grantor hereby re- lesse to said grantee all rights of or to a tenancy by the ourtesy and all other rights by statute or otherwise in the granted prem- ises. WITNESS our hands and seals this twelfth day of May in the year one thousand nine hundred and twenty-five. Eve L. Graves Seal Fred D. Graves Seal	I.R.Stampa \$1.00 Cancelled
·	COMMONWEALTH OF MASSACEUSETTS	
	SUFFOLX SS. BOSTON, May 12, 1925. Then personally appeared the a- bove named Eva L. Graves and acknowledged the foregoing instrument to be her free act and deed, before pe:- Ralph E. Joslin Notary Public My Commission expires Aug. 31, 1927. Red'd Nov. 16, 1926 at 9.10 A. M. and recorded	
	I, ALFRED B, MORSE, one of the present holders of a mortgage from THOMAS M. FARRELL and HENRY F. HOBART, to ALFRED B. MORSE, dated February 21, 1924, recorded with Plymouth County Deeds, Book 1457, Page 45, acknowledge satis- faction of the same: WIINESS my hand and seal this twenty-sight day of October 1926. Alfred B. Morse Seal	{ et al
	COMMONWEALTH OF MASSACHUSETTS	
	PLYMOUTH SS. BROCKTON, Nov. 1st, 1926. Then personally appeared the above-named Alfred B. Morse, and soknowledged the foregoing instrument to be his free act and deed, before me;- Helen Megathlin Justics of the Peace. My Commission expires July 17, 1931. Rec'd Nov. 16, 1926 at 9.20 A. M. and recorded	
	I. RALPH E. BAKER, of Brockton plid, grent to G. MORTON DEACH of Bridgewater, Plymouth County Mass., with <u>WARRANTY COVENANTS</u> , A certain parcel of real estate with the buildings thereoù, situated on the Rasterly side of Byron Avenue now called North Byron Avenue, in said Brockton, bounded as follows, viz: Beginning at a stake in the Easterly line of North Byron Avenue, distant one hundred ninety-two (192) fest northerly from the north line of West Elm Street; thence Easterly in a line parallel with the north line of said West Elm Street, one hundred forty-three and 5/10 (143.5) fest to a point and to land now or formerly of John A. Fletcher, sixty (60) fest to a point; thence Westerly in a line parallel with the first described line, one hundred forty-three and 5/10 (143.5 feet to a stake in the Easterly line of North Byron Avenue; thence Southerly in the east line of North Byron Avenue; thence Southerly in the sasterly line of North Byron Avenue; thence Southerly in the sasterly line of North Byron Avenue; thence Southerly in the set line of North Byron Avenue; thence Southerly in the set line of North Byron Avenue; thence Southerly in the set line of North Byron Avenue; thence Southerly in the set line of North Byron Avenue; thence Southerly in the set line of North Byron Avenue; thence Southerly in the set line of North Byron Avenue; thence (10) on "Plan of House Lots on West Elm Street belonging to A. F. Poole, Brockton, Mass., 1686*, said plan being recorded with Plymouth Deeds, Book 1430, Page 422. Being the same premise conveyed to me by deed of George E. Curtis, dated October 24, 1923, and recorded with said Deeds, Book 1451, Page 290, I. Ruth E. Baker, wife of said grantor release to said grantee all right of dower and homestead and other interest therein. WITNESS our hands and seale this twenty-first day of October 1926. Relph K. Baker	) d

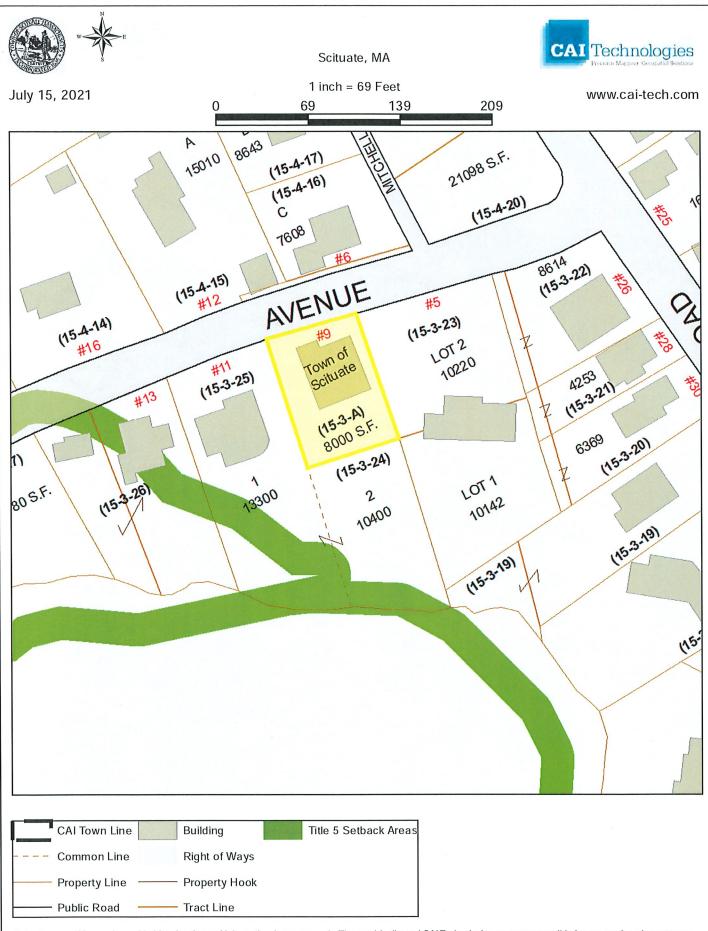
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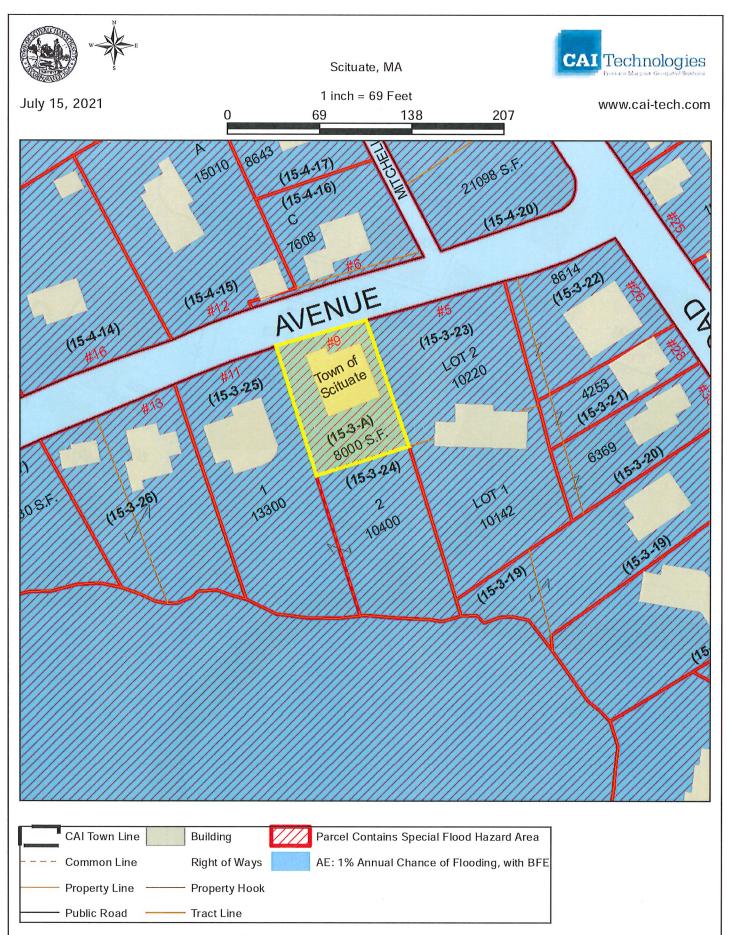
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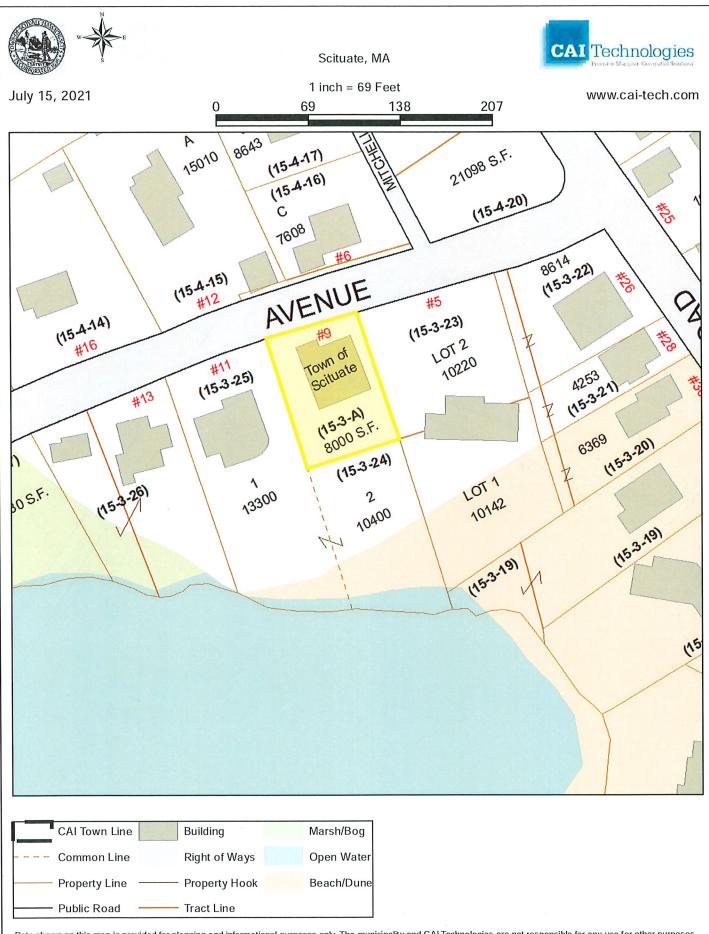




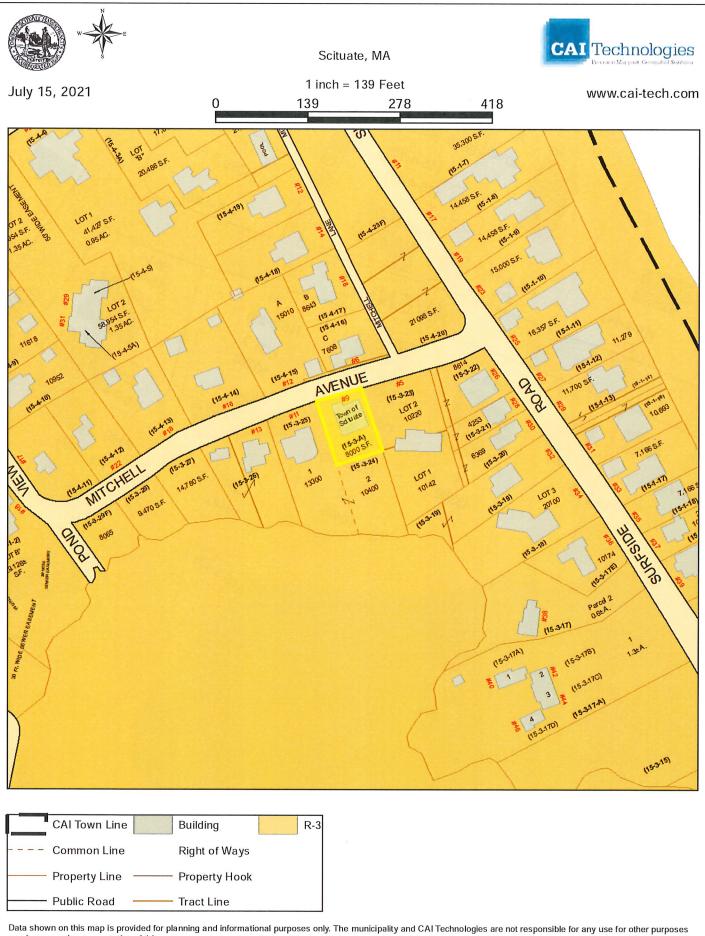
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# **SECTION 400 - USE REGULATIONS**

#### 410 APPLICATION OF REGULATIONS

Except as provided in Sections 800, 810, 820, and 830 herein, no structure, and no alteration, enlargement or extension of an existing structure shall be designed, arranged or constructed, and no land, structure or part thereof shall be used for any purpose or in any manner other than for one or more of the uses specifically permitted herein.

#### 420 TABLE OF USE REGULATIONS

In the following Table of Use Regulations, uses which are permitted as of right are designated "Y", uses allowed by special permit from the Board of Appeals are designated "SP" for all districts except the VCN where the Planning Board shall be the Special Permit Granting Authority, and uses that are prohibited are designated "N".

		RESID	RESIDENTIAL DISTRICTS	DISTRI	CTS	COMI	COMMERCIAL DISTRICTS	J.	NILL	AGE CE	ENTER &	NEIGHE	SORHO	VILLAGE CENTER & NEIGHBORHOOD DISTRICTS	ICTS
200		R-1	R-2	R-3	RM	GB	HB	υ	GVC	GWB	VTUN	NRN	DBP	NRCR	DCR
	1. Residential and Institutional Uses										-				
A.	Single-family detached dwelling	≻	≻	≻	≻	≻	≻	z	≻	z	z	z	z	z	z
A1.	Single-family attached dwelling								≻	≻	≻	≻	z	z	z
A2.	Single-family/Cottage and Cottage Court								≻	z	z	≻	z	z	z
ы	Two-family dwelling, subject to §430.1	≻	≻	≻	≻	≻	≻	z	≻	z	z	z	z	z	z
ن ن	Residential Accessory use	≻	≻	≻	≻	≻	≻	z	≻	z	≻	≻	z	z	z
Ū.	Accessory dwelling, subject to Section 530	SP	SP	SP	≻	с С	SP	z	≻	z	z	z	z	z	z
ш	Affordable accessory dwelling, subject to Section 530		0,	See Section	ction 5:	530			≻	z	z	z	z	z	z
ш.	Multi-family Dwelling	z	z	z	≻	≻	≻	SР	≻	SP	≻	≻	z	z	z
ര്	Multifamily dwelling complex, subject to Section 430.3	z	z	z	≻	z	z	z	SP	SP	≻	≻	z	z	z
т	Private garage for more than 3 automobiles	SP	SP	SP	≻	≻	≻	≻	≻	z	z	z	z	z	Z
<u></u>	Garage for commercial vehicles subject to Section 440.2	SP	SP	SP	≻	≻	≻	≻	≻	z	z	z	≻	z	z
٦.	Religious use pursuant to G.L. c.40A §3	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
¥	Educational use pursuant to G.L. c. 40A §3	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
i	Town administration or utility building or public safety facility	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
M.	Town recreation or water supply use	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
ż	Child care facility pursuant to G.L. c.40A §3	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
o.	Live/Work Building								≻	≻	≻	≻	SP	z	z
٩.	Mixed Use Building								≻	≻	≻	≻	SP	z	z

		RESID	ENTIAL	RESIDENTIAL DISTRICTS	CTS	COM	COMMERCIAL DISTRICTS	»L		AGE CE	NTER &	NEIGHE	30RHOC	VILLAGE CENTER & NEIGHBORHOOD DISTRICTS	ICTS
USE	USE CATEGORY	R-1	R-2	R-3	RM	GB	照	0 0	GVC	GWB	NDTV	NRN	DBP	NRCR	DCR
2. A	2. Agricultural, Horticultural, Floricultural Uses							•							
Ä	Agriculture, horticulture, viticulture, aquaculture or floriculture pursuant to G.L. c. 40A §3	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
ம்	Commercial dairy, poultry or livestock farm on a lot containing three acres or more (but not including a piggery, commercial kennel, or fur farm) provided that any building in which poultry or livestock are housed is not less than fifty feet from side and rear lot lines and the exterior line of any street.	≻	~	~	~	~	$\succ$	~	z	z	Z	Z	z	z	z
ы.	Commercial greenhouse on lot of less than 5 acres; provided that such building and any heating plant accessory thereto is not less than fifty feet from side and rear lot lines and from the exterior of any street.	сs	SР	SP	≻	≻	≻	≻	≻	. ≻	z	z	≻	z	z
<u>ن</u>	Salesroom or stand for the display and sale of agricultural or horticultural products the major portion of which are grown on the premises on lots less than 5 acres; provided that no such products are displayed within thirty feet of any street or lot line.	SP	SP	SP	~	~	~	~	~	≻	z	z	$\succ$	z	z
ш	Commercial riding academy on a lot containing three acres or more, provided any building in which horses are housed and any riding ring is not less than fifty feet from side and rear lot lines and from the exterior line of any street.	SР	SP	SP	≻	≻	≻	≻	≻	≻	z	Z	≻	z	z

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<u> </u>		RESID	RESIDENTIAL DISTRICTS	DISTRIC	CTS	COMI	COMMERCIAL DISTRICTS	» F	VILL	AGE CE	NTER &	NEIGHE	SORHOC	VILLAGE CENTER & NEIGHBORHOOD DISTRICTS	CTS
		R-1	R-2	R-3	RM	GB	HB	U	GVC	GWB	VTUN	NRN	DBP	NRCR	DCR
3.	3. Commercial Uses														
A.	Private organized camp	SP	SР	С С	≻	≻	≻	≻	z	z	z	z	z	z	z
ഫ്	Rest, convalescent, nursing home or assisted living facility	SP	SP	SP	≻	≻	≻	≻	≻	≻	SP	≻	z	z	z
ن	Cemetery	SP	SP	SP	≻	≻	≻	≻	sР	z	z	z	z	z	z
Ū.	Hospital	SP	SP	SP	≻	≻	≻	≻	z	z	SP	z	SP	z	z
ш	Philanthropic or charitable institution	SP	SP	SР	≻	≻	≻	≻	≻	≻	≻	SP	SP	SP	SP
ш	Public or nonprofit library, museum, art gallery, civic center	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	SP	≻	SP	SP
ڻ ن	Commercial livery or mooring for marine pleasure craft with no fueling or repair services	SP	SP	SP	≻	≻	≻	≻	SP	SР	z	SP	SP	z	z
Т.	Commercial golf course	SP	SP	SP	≻	≻	≻	≻	z	z	z	z	z	z	≻
<u></u> :	Golf range/miniature golf	z	z	z	z	≻	≻	≻	z	z	z	z	z	z	z
۰. ۲	Boarding House or Lodging House for more than three persons	SP	SP	SP	≻	≻	≻	≻	SP	SР	z	z	z	z	z
Ϋ́	Bed and Breakfast Establishment of more than two guest bedrooms	SP	SP	SP	≻	≻	≻	z	≻	≻	≻	SP	SP	z	SP
	ln	SР	SP	SP	≻	≻	≻	≻	≻	≻	≻	SP	SP	z	SP
M.	Hotel or motel	z	z	z	≻	SР	SP	≻	SP	≻	SР	с Р	SP	z	SP
ż	Club or lodge	SР	SP	SР	≻	≻	≻	≻	≻	≻	≻	z	≻	z	SP
o.	Scientific accessory uses	SP	SP	SР	≻	≻	≻	≻	≻	≻	SP	z	≻	z	Z
م	Retail business (not including any use specifically listed in this table)	z	z	z	≻	≻	≻	≻	≻	≻	≻	z	≻	z	z

		RESID	RESIDENTIAL DISTRICTS	DISTRI	CTS	COMI DIS'	COMMERCIAL DISTRICTS	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	VILL	AGE CE	NTER & I	NEIGHB	окнос	VILLAGE CENTER & NEIGHBORHOOD DISTRICTS	ICTS
USE		R-1	R-2	R-3	RM	GB	НВ	U	GVC	GWB	VTUN	NRN	DBP	NRCR	DCR
ġ	Showroom for building supplies, including plumbing, heating	z	z	z	z	≻	≻	≻	≻	≻	z	z	≻	z	z
Ś	Shop of a carpenter, cabinetmaker, electrician, job printer, painter paperbancer plumber sign painter or upholsterer.	z	z	z	Z	≻	≻	≻	≻	≻	≻	z	≻	z	z
Ŀ.	Restaurant	z	z	z	z	≻	≻	≻	≻	≻	≻	z	≻	z	SР
Ū.	Office building, bank or other monetary institution	z	z	z	z	≻	≻	≻	≻	≻	≻	z	≻	z	z
>	Salesroom for automobiles, boats, trailers, trucks, machinery or farm implements and their accessories.	z	z	z	z	SP	SP	≻	SP	SP	z	z	SP	z	z
Ň.	Indoor Tennis Facility	z	z	z	z	SP	SР	≻	SP	SP	z	z	SP	z	SP
×	Animal or veterinary hospital	z	z	z	z	z	z	≻	SР	≻	SP	z	≻	z	z
	Meeting hall for hire, indoor theatre	z	z	z	z	z	z	≻	≻	≻	≻	z	≻	z	SP
Ņ	Health club, swimming pool tennis court, skating rink, howing allow	z	z	z	z	z	z	≻	SР	≻	SP	z	≻	z	SP
AA.	Business Accessory Use subject to Section 440.3	z	z	z	z	≻	≻	≻	≻	≻	z	z	≻	z	z
BB.	Commercial kennel	z	z	z	z	z	z	SP	z	SP	z	z	SР	z	z
 	Fast food establishment	z	z	z	z	SP	SP	SP	z	SР	SP	z	SP	z	z
DD.	Temporary outdoor sales approved by Board of Selectmen	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
ш	Registered marijuana dispensary	z	z	z	z	z	z	SP	z	z	z	z	SP	z	z
Ц Ц	Microbrewery	z	z	z	z	SP	SP	SP	SP	SP	SP	z	≻	z	z
GG.	Marijuana Establishment	z	z	z	z	z	z	z	z	z	z	z	z	z	z

		RESID	RESIDENTIAL DISTRICTS	DISTRI	стѕ	COMI	COMMERCIAL DISTRICTS	ÅL	אורר	VILLAGE CENTER	INTER &	NEIGHE	30RHO	& NEIGHBORHOOD DISTRICTS	ICTS
200		R-1	R-2	R-3	RM	GB	НВ	с 0	GVC	GWB	VTDN	NRN	DBP	NRCR	DCR
A. Ir	<ol> <li>Industrial Uses         <ul> <li>Establishment for the sale of lumber or other building</li> <li>Establishment for the sale of lumber or other building supplies, heating fuel, livestock feed, ice, fertilizer, or similar materials stored in bulk on the premises (but not including the storage of used or salvaged materials).</li> </ul> </li> </ol>	z	z	z	z	z	z	≻	z	z	z	z	≻	z	z
ம்	Establishment for repair of trailers, trucks, machinery or farm implements.	z	z	z	Z	z	z	≻	z	z	z	z	≻	z	z
Ö	Auto body shop, provided that all work is conducted within a completely enclosed building.	z	z	z	z	z	z	≻	z	z	z	z	≻	z	z
ن	Yard for custom building or repair of boats under one hundred feet in length, boat storage yard.	z	z	z	z	z	z	≻	z	Z	≻	z	≻	z	z
ш	Storage yard or plant for contractor's equipment, storage garage or trucks, trucking yard or terminal.	z	z	z	z	z	z	≻	z	z	z	z	≻	z	z
ц	Wholesale distribution plant, cold storage plant, material storage yard, or warehouse (but not including the storage of used or salvaged materials or explosives, or the wholesale products, or other inflammables.)	z	z	z	Z	z	z	≻	z	z	z	z	≻	z	z
Ċ	Soldering or welding shop, shop for light metal fabrication or blacksmith shop, provided that all work is conducted within a completely enclosed building.	z	z	z	z	z	z	$\succ$	z	z	z	z	≻	z	z
ні ні	Woodworking mill Commercial bakery or dairy products plant	zz	z	z	z	z	z	≻ >	z	z	z	z :	≻ :	z	z
-j	Light manufacturing	zz	zz	z z	zz	zz	zz	► ≻	zz	zz	zz	zz	≻ ≻	z z	zz
¥	Use accessory to allowed industrial use	z	z	z	z	z	z	≻	z	z	z	z	<b>~</b>	z	z
Ŀ	Large scale ground mounted solar photovoltaic installation and appurtenant structures	z	z	z	z	z	z	≻	z	z	z	z	≻	z	z

NOTE 1. Refer to 580.3 and 580.9 for allowed buildings and associated standards within the Village Center Neighborhoods.

- 6. Boarding or Lodging House, Inn or Bed and Breakfast Establishment
- 7. Salesroom or stand for the display and sale of agricultural and horticultural products, or commercial greenhouse on lots of less than five acres of land.
- C. An apartment house, garden apartment building or other multiple dwelling for residential use by more than two families.

#### **SECTION 800 - NON CONFORMING STRUCTURES AND USES**

#### 810 STRUCTURES AND USES ALREADY IN EXISTENCE

#### 810.1 EXISTING USES AND STRUCTURES

Any lawful structure or any lawful use of land or structure, existing at the effective date of this bylaw or any amendment thereto, subject to the limitations established in Massachusetts General Laws, Chapter 40A, Section 6, as amended, or any construction or operation for which a building permit has been issued prior to the effective date of this bylaw or any amendment thereto may be continued, although not in conformity with the provision thereof, unless or until abandoned or not used for a period of two years or more. No nonconforming use shall, if changed to a conforming use, revert to a nonconforming use.

#### **810.2 ALTERATION OF SINGLE AND TWO FAMILY NONCONFORMING STRUCTURES** The Building Commissioner may permit the repair, alteration, reconstruction, extension or structural change of a lawful, dimensionally nonconforming single or two-family dwelling, or a portion thereof, or accessory structures thereto, provided the proposed repair, alteration, reconstruction, extension or structural change meets the following conditions:

- A. In the case of a building or structure which is nonconforming solely because of insufficient lot frontage or lot area, or both, the proposed repair, alteration, reconstruction, extension or structural change shall meet all dimensional requirements for front, side and rear yard setbacks, and maximum height; provided, that any repair, alteration, reconstruction, extension or structural change which by itself or in the aggregate with other repairs, alterations, reconstructions, extensions or structural changes would increase the gross floor area of the nonconforming single or two family home which existed on the date that the single or two family home became nonconforming by more than 20% may not be permitted by the Building Commissioner pursuant to this paragraph.
- B. In the case of a dimensionally nonconforming building or structure with sufficient lot frontage and lot area, where said building or a portion thereof is nonconforming as to one or more of the dimensional requirements for front, side or rear yard setbacks or maximum height, the proposed repair, alteration, reconstruction, extension or structural change shall meet all dimensional requirements for front, side, or rear yard setbacks or maximum height; provided, that any repair, alteration, reconstruction, extension or structural change which by itself or in the aggregate with other repairs, alterations, reconstructions, extensions or structural changes would increase the gross floor area of the nonconforming single or two family home

which existed on the date that the single or two family home became nonconforming by more than 20% may not be permitted by the Building Commissioner pursuant to this paragraph.

In all other instances of alteration, reconstruction, extension or structural change to single or two family dwellings, the applicant may petition the Board of Appeals for a finding under General Laws Chapter 40A, Section 6 to allow the proposed repair, alteration, reconstruction, extension or structural change.

#### 810.3 NONCONFORMING STRUCTURES OTHER THAN SINGLE AND TWO FAMILY

The Board of Appeals may allow the repair, alteration, reconstruction, extension or structural change of a nonconforming structure other than a single or two family dwelling (or structures accessory thereto) if the board makes a finding that such repair, alteration, reconstruction, extension or structural change will not be substantially more detrimental to the neighborhood than the existing nonconforming structure. The repair, alteration, reconstruction, extension or structural change of such nonconforming structure so as to increase an existing nonconformity, or create a new nonconformity, including the extension of an exterior wall at or along the same nonconforming distance within a required yard setback, shall require the issuance of a variance from the board of appeals.

#### 820 CHANGE OF NONCONFORMING USE

The Board of Appeals may by a finding under General Laws Chapter 40A Section 6 authorize a nonconforming use to be changed to a specified use not substantially different in character, or not substantially more detrimental or injurious to the neighborhood than the existing nonconforming use, subject to the following limitations:

- 1. If the pre-existing, nonconforming use is located within the Water Resources Protection District, such use may not be changed to a use specifically prohibited by the Use Regulations of the Water Resources Protection District enumerated in Section 510.4.
- 2. If the pre-existing, nonconforming use is located within the Water Resources Protection District, such use may not be changed to another nonconforming use if the changed use would result in a greater average daily sewage discharge, as determined by Title V, the State Environmental Code, than average daily sewage discharge of the pre-existing use or greater storage, usage or disposal of toxic or hazardous material.

Pre-existing nonconforming uses may be extended or altered provided that there is a finding by the Board of Appeals that the extension or alteration shall not be substantially more detrimental to the neighborhood.

#### 830 REPAIR AND RESTORATION OF NONCONFORMING STRUCTURES AND USES

A non-conforming structure or use damaged or destroyed by accidental causes may be repaired, reconstructed or restored either within the same portion of the lot or within a different portion of the lot provided that doing so renders the structure less non-conforming than previously and used as before, provided that such repair, reconstruction or restoration shall be completed within four years of said accidental damage or destruction; and further

if an application for a finding under General Laws Chapter 40A, Section 6 special permit or building permit necessary for the repair, reconstruction or restoration of the nonconforming building, structure or use has been filed by the third anniversary of such accidental damage or destruction, and if, in the opinion of the Building Commissioner the issuance of said permits is faithfully and continuously pursued, the four year time limit may be extended by the Building Commissioner by the period of time between application for and issuance of all such permits (including all periods of time attributable to litigation involving such permits) or as necessary to allow sufficient time to complete the permitted repair, reconstruction or restoration work in accordance with the Massachusetts Building Code, (provided said building or structure existed or had the right to exist at the time of application in accordance with Section 800 of the bylaw.)

## **SECTION 900 - ADMINISTRATION**

#### 910 PERMITS

#### 910.1 BUILDING PERMITS

It shall be unlawful for any owner or person to erect, construct, reconstruct, convert or alter a structure, or change the use, increase the intensity of use, or extend or displace the use of any structure or lot without applying for and receiving from the Building Commissioner the required permit therefore.

Special permits are not valid until they have been recorded in the Registry of Deeds and/or Land Court as applicable as provided in Massachusetts General Laws Chapter 40A, Section 11. Proof of recording shall be presented to the Building Commissioner.

#### 910.2 OCCUPANCY PERMITS

No premises, and no building erected, altered or in any way changed as to construction or use under a permit or otherwise, shall be occupied or used without an occupancy permit signed by the Building Commissioner, which permit shall not be issued until the premises, structure, and its uses and accessory uses comply in all respects with this bylaw, and if applicable a site plan certificate of completion shall be issued.

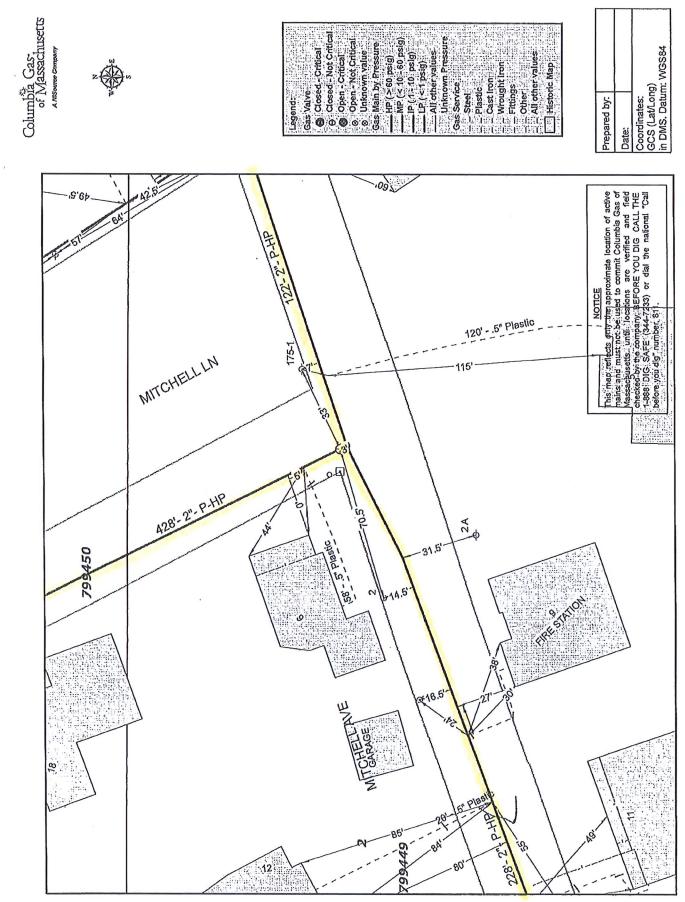
#### 920 ENFORCEMENT

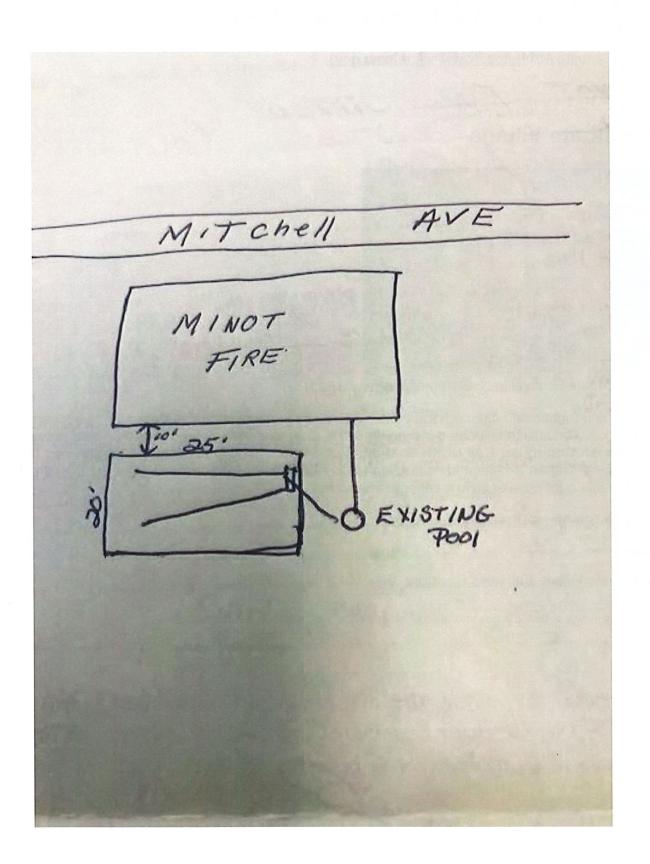
#### 920.1 PROCEDURE

The Building Commissioner shall have the duty to enforce this bylaw and may institute appropriate civil or criminal proceedings or both in the fulfillment of such duty. Any person who is aggrieved by an alleged violation may file a written request to the Building

Application for Disposal Borks Construction Permit Mart Ele State (mitchel-les) Sine Las. Ay b 1 Gartage Grader ( 2 Second 1 ) — Dalarth ( Duter - Type of Bassish Other - Type of Bassish The of sports 
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Published on Scituate MA (https://www.scituatema.gov)

Home > North Scituate Village

# North Scituate Village



Fall of Scituate Festival in N. Scituate Village

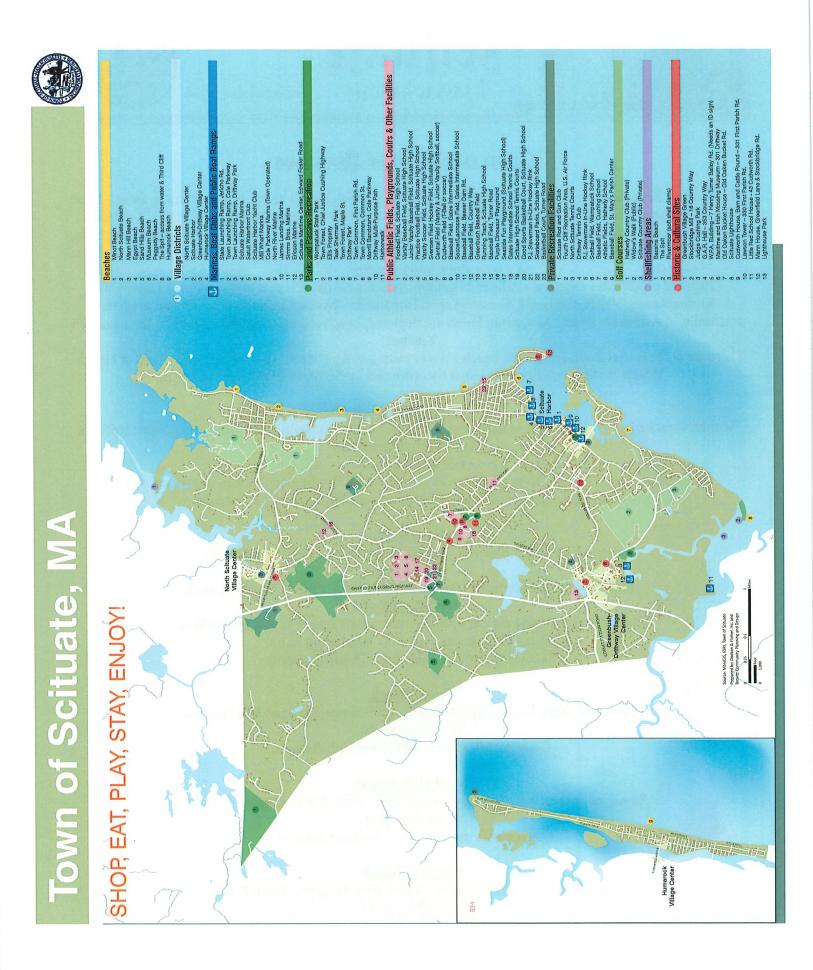
North Scituate is a traditional neighborhood center with a small mix of shops, restaurants, pubs, services, and cultural amenities. The village is located just south of the Cohasset town line off Route 3A and served by the **MBTA Greenbush Commuter Rail North Scituate station** with ample parking and daily service to Boston's South Station providing an excellent transit option for local residents. The historic W.P.A Building provides a cozy gathering place for smaller civic meetings and events.

#### North Scituate Business Directory and Map

Attachment Size

Morth Scituate Village Business Directory 6.42 MB

Source URL: https://www.scituatema.gov/scituate-tourism/our-history/pages/north-scituate-village







incorporated 1636

# **Town of Scituate Beaches**

The Town of Scituate operates five (5) oceanfront beach areas with six (6) designated swimming areas. These include Egypt Beach, Humarock Beach, Minot Beach (two areas), Peggotty Beach, and Sand Hills Beach, These areas are greatly affected by the changing tides of the Atlantic Ocean. Commonly, designated swimming areas conform to certain design standards, the most common of which include a sandy beach area and a gradual slope into the water.

Lifeguard protective services are offered beginning in late June of each year and ending by Labor Day.

Approximately 30 lifeguards, a Lifeguard Supervisor and an Assistant Lifeguard Supervisor are hired seasonally to staff these areas. As staffing levels are depleted, beach areas change from guarded to unguarded

beaches.

There are porta potties available at each beach. Water testing is done weekly by the Scituate Board of Health. Beach Sticker required and strictly enforced by Scituate Police Department.

#### Humarock Beach

Fine, hard-packed sand. The beach is legally part of Scituate, but accessible only from Ferry Street (off Rte. 3A) in North Marshfield.

120 parking spots.

Handicap Beach wheelchair available to be signed out @ Fire Station (located in parking lot). Gift shops, a general store and restaurants are within walking distance.

Minot Beach

Sandy beach with nice views of Minot Light and Massachusetts Bay. Glades End

Accessible by the corner of Gannett Road & Glades Road. 4 parking spots Well Rock End

Pedestrian access to beach via passageway on left side of Minot Post Office. Bailey's Causeway East Lot: 26 parking spots. Bailey's Causeway West Lot: 75 parking spots

#### Egypt Beach

Small and stony swimming between North Scituate and Sand Hill beaches 77 parking spots. Convenience store is within walking distance.

#### Sand Hills Beach

Small, sandy beach that narrows at high tide. Access from Oceanside Drive. 24 parking spots. Convenience store is within walking distance.

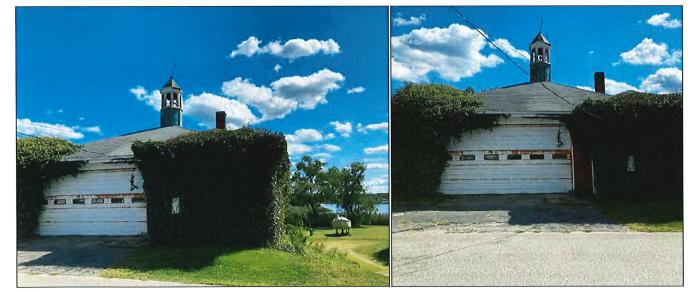
#### Peggotty Beach

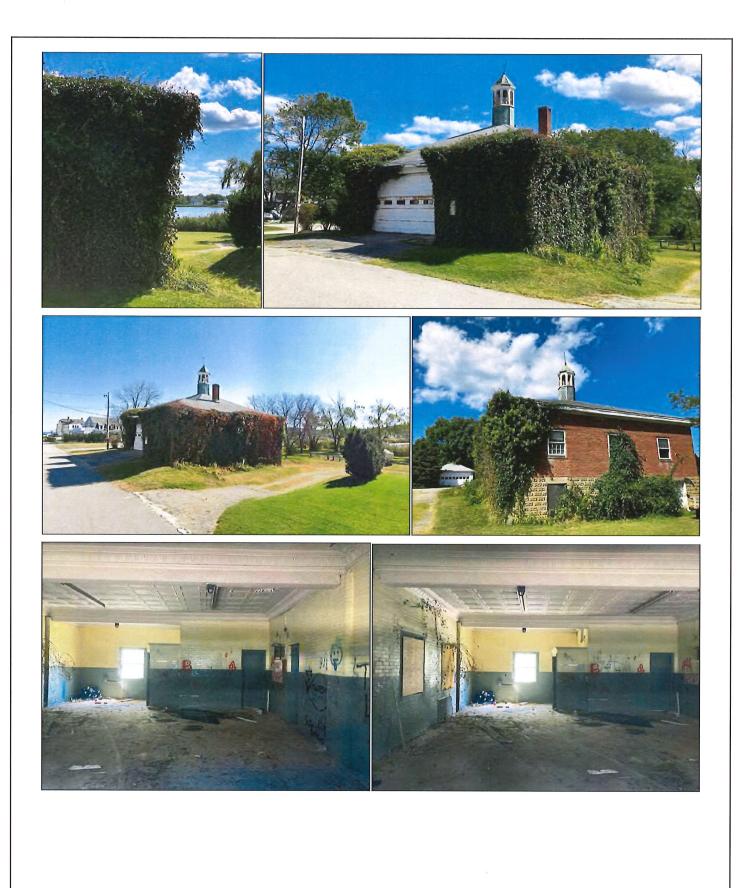
Half-mile, hard-packed, sand. Access from Peggotty Beach Road. 200 parking spots.

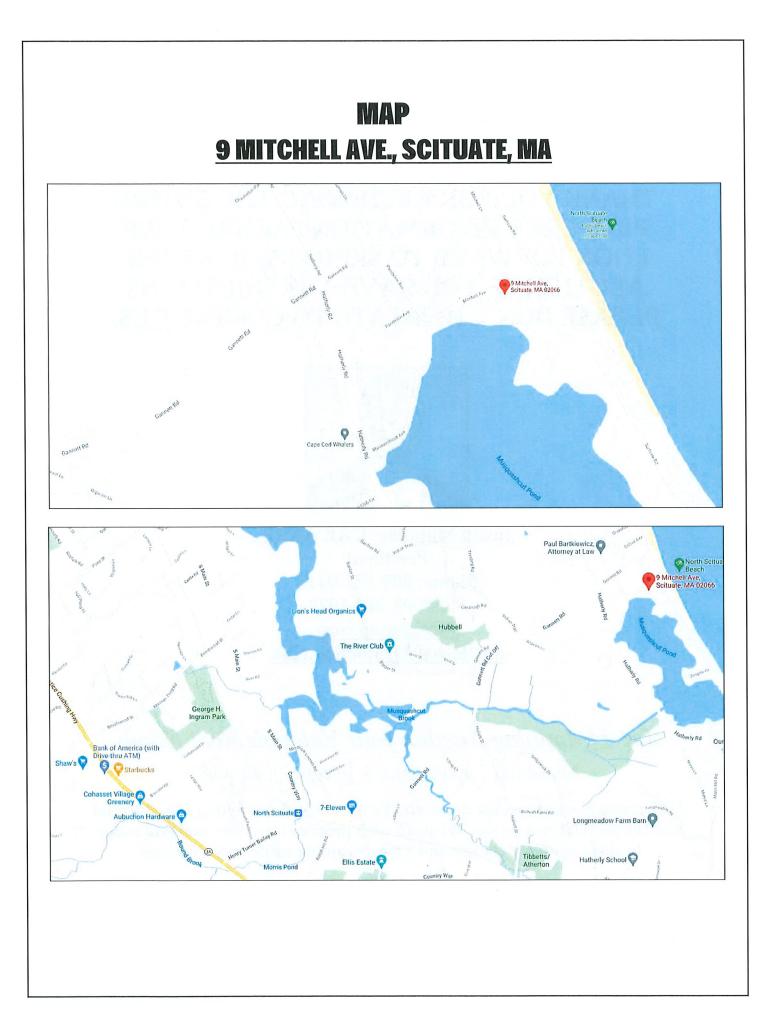
Downtown Scituate Harbor with shops, restaurants and a hotel is within walking distance.

# PHOTO GALLERY 9 MITCHELL AVE., SCITUATE, MA











THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE President Phone: 800-521-0111 Fax: 508-362-1073 JJManning.com auctions@JJManning.com

# Let JJManning Auction your Valuable Real Estate

Marketing | Experience | Integrity | Results

JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.

Call or Visit <u>JJManning.com</u> for a Free Consultation!



4. ADVERTISING & MARKETING FROM PAST 3 MUNICIPAL AUCTIONS

**AUCTION 2** 

# **ABSOLUTE AUCTION** Thursday, January 13<sup>th</sup> at 12pm On-site

On Behalf of the Town of Scituate, MA Selling to the Highest Bidder, Regardless of Price

# 1 Tilden Ave., Scituate, MA 868± sf. 2-Story Cottage Between Briggs Harbor & Minot Beach

One Lot Back From Glades Rd. with Potential for Ocean Views

Set in Minot Beach neighborhood across Glades Rd. from beach access stairs at the north end of the breakwater. Possible ocean views not verified. Close to N. Scituate Beach, golf, tennis, boating & more. Easy access to Routes 3 & 3A, 6± miles to the MBTA Greenbush line station.

**Design:** 868± sf. 2-story, 1-BR cottage built circa 1900 on piers **Site:** .01± acres (653± sf.)

**Frontage:** 18± ft. on a gravel private way

Parcel ID: 5-3-70

Zoning: R-3

FEMA Flood Zone: AE15 per Town

Town Water, Gas & Electric: Connections to house with meters currently removed

Sewer: Failed private septic, BOH condemned 3/26/19 per State Sanitary Code, Ch. II

**References:** Plymouth County Registry of Deeds 47828/342 tax taking, 55667/121 rights of redemption foreclosure

#### Preview for Registered Bidders: Thursday, January 13 (10am-12pm)

#### Terms of Sale:

10% certified deposit of which \$10,000 (minimum) in certified or bank check with the balance of the 10% deposit in the form of a personal check both due at the auction. Balance in 30 days. 3.2% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.



**800.521.0111** 179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 3184 • Brochure 1742 • Ref 22-1951



## **Boston Globe**

2 columns x 3 inches

.

# JJ Manning

# AD SCHEDULE

1 Tilden Ave., Scituate, MA

Absolute Auction: Thursday, January 13, 2022 12pm

Newspaper	Run 1	Run 2
Boston Globe	1/2	x
	112	
Patriot Ledger	1/1	1/8



## Patriot Ledger

2 columns x 2 inches



**ABSOLUTE AUCTION** TAX FORECLOSURE ON BEHALF OF THE TOWN OF SCITUATE, MA Selling to the Highest Bidder, Regardless of Price

## **1 TILDEN AVE., SCITUATE, MA**

## 868+/- SF 2-STORY COTTAGE Between Briggs Harbor & Minot Beach One Lot Back from Glades Rd. w/ Potential for Ocean Views THURSDAY, JANUARY 13 12PM ON-SITE

MA Co. Lic. #3184



# JJManning AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.







Marketing | Experience | Integrity | Results Since 1976

November 24, 2021

Dear Prospective Bidder:

JJManning Auctioneers is pleased to announce that we have been commissioned to sell 1 Tilden Ave., Scituate, MA at Absolute Tax Lien Foreclosure Auction on behalf of the Town of Scituate, MA. This 868+/- sf. 2-story cottage located between Briggs Harbor & Minot Beach is just one lot back from Glades Rd. across from the beach access stairs at the north end of the breakwater with unconfirmed possible Ocean views. The property is close to N. Scituate Beach, golf, tennis & boating with easy access to Routes 3 & 3A, 6+/- miles to the MBTA Greenbush Station. It will be sold to the highest bidder, regardless of price.

The Town has chosen auction, the accelerated method of marketing for this Minot Beach neighborhood property, allowing you to set the market price with your bid. This is a tremendous opportunity to buy the property at the lowest possible price by bidding one increment higher than the competition.

As you know, the property is being sold "as is, with all faults", be sure to attend the Registered Bidder Preview to be held just prior to the auction. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held, on site, at 12:00 noon on Thursday, January 13th. Don't miss it!

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Notice of Sale & Memo of Sale which will appear in this package as soon as they are received from the Town's counsel. You should consult your attorney with any questions regarding the Memo. There can be no changes to the Memo.

Don't forget to have the \$10,000 (minimum) certified deposit check made out to yourself and bring it with you to the auction along with a personal or business check for the balance of the 10% deposit. You must show the check(s) at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

Our experienced auction staff is available to answer your questions at auctions&jjmanning.com or 800-521-0111, or during the Registered Bidder Preview before the auction. We welcome your inquiries. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE President

#### **MEMORANDUM OF SALE**

## 1 Tilden Avenue, Scituate, MA

I/We,

Of

(hereinafter referred to as the "Buyer"), hereby acknowledge that I/we have agreed to purchase at Public Auction Sale, held on January 13, 2022 from Pamel J. Avitabile, duly appointed Tax Title Custodian for the **Town of Scituate**, Massachusetts, (hereinafter referred to as the "Seller"), the real estate described below for the sum of

## (\$) DOLLARS.

The Buyer hereby agrees to comply with all the terms of the sale as stated in this Memorandum of Sale. The Buyer has paid to the Seller the sum of TEN PERCENT (10%) of the sale price in the amount of \$\_\_\_\_\_\_\_, or TEN THOUSAND (\$10,000.00) DOLLARS, whichever is greater, as a non-refundable deposit on the sale. Said sum shall be forfeited to the use of Seller in the event that the Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of his/her/their liability under this contract. If the Seller shall fail to fulfill for any reason the agreement contained herein the deposit shall be returned to the Buyer and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. The Seller also reserves the right to convey the premises to the second highest bidder if the buyer fails to comply with the terms of the sale.

The said real estate will be conveyed by a Tax Title Custodian Deed prepared and recorded by the Seller. The balance of the purchase price shall be paid in cash, certified check or bank check to the Town of Scituate and shall be delivered to the Town Treasurer no later than 1:00 P.M. on February 11, 2022. If said balance is not paid as stated herein the Buyer hereby agrees that said nonrefundable deposit shall be retained by the Seller as liquidated damages and all obligations of the Seller as set forth herein shall cease to exist.

Municipal Real Estate Taxes for the remainder of **fiscal year 2022 and all of fiscal year 2023** in the amount of **\$\_\_\_\_\_\_** shall be added to the purchase price payable by the Buyer at the time the balance of the purchase price is paid.

The buyer shall pay the cost of recording the deed conveying the real estate described below at the time the balance of the purchase price is paid. This amount is **\$157.00**.

The buyer shall pay the cost of all legal services to the Town regarding the sale of the property at the time the balance of the purchase price is paid. This amount is **\$3,000.00**.

In addition to the purchase price and the real estate taxes the Buyer shall also pay a "Buyer's Premium" in the amount of **3.2%** of the purchase price as stated above. This amount which is **\$\_\_\_\_\_** must be paid at the same time the balance of the purchase price is paid.

The Buyer also agrees to execute a statement under Massachusetts General Laws Chapter 7 Section 40J, which discloses whether or not he/she/they hold(s) an elected public office and whether or not he/she/they is/are an employee of the Division of Capital Planning and Operations, and to execute an affidavit under the provisions of Massachusetts General Laws Chapter 60 Section 77B as amended by Chapter 803 of the Acts of 1986 in which he/she/they make(s) an oath stating that he/she/they has/have

#### 1 Tilden Avenue, Scituate, MA

never been convicted of the crime of arson or of aiding in the commission of the crime of arson or the fraudulent filing of a claim for fire insurance or is/are not delinquent in the payment of real estate taxes to the Town of Scituate.

No representations or warranties of any kind regarding the existence and/or absence of any hazardous material, including but not limited to any type of mold, lead paint or asbestos in or on the premises is made, which materials, if any, may be subject to the provisions of Massachusetts General Law Chapter 21E or Massachusetts General Laws Chapter 111 Section 190-199 and/or any regulations promulgated there under.

The Buyer also agrees to enter into an agreement with the Health Director of the Town of Scituate Board of Health pursuant to Title V, 310 CMR 15.301 (4) (b) which states that he/she/they agree to upgrade the existing septic system/cesspool located on said property or to connect the facility to a sanitary sewer or a shared system within the next two years from the date title is transferred to the Buyer.

Verbal descriptions by the Town of Scituate, its Agents, the Custodian, the Auctioneer or anyone connected with this sale shall not invalidate nor become part of this sale as the Buyer agrees that he/she has examined the premises to his/her satisfaction and accepts all known and unknown defects. The Town of Scituate, its Agents, the Custodian and the Auctioneer shall not be liable for any reason whatsoever as to the accuracy of the description of the listed premises, the bounds, area involved, building and/or buildings, or taxes.

The Buyer is buying subject to "GUARANTEED PERFORMANCE" of the amount bid and entered onto the Memorandum of Sale. Guaranteed Performance is understood to mean that in the event of default by the Buyer, necessitating a resale at public auction for any lesser amount, the Buyer will pay the difference between his/her bid and that of the resale bid. The Buyer further agrees to pay all costs of collecting said deficiency and reasonable attorney fees and court costs. The Buyer shall have no claim to any excess consideration obtained by a resale.

The Custodian reserves the right to re-offer the listed parcel, opening at the last bid, in the event two or more bidders claim to be the successful bidder. The Custodian reserves the right to accept or reject any or all bids.

The Town of Scituate, its Agents and the Custodian make no representations as to the status of the land use. The Buyer shall assume the responsibility of obtaining any and all permits from the Federal, State, and local authorities as maybe required for land use, building, zoning and conservation.

The Premises are being sold subject to any and all rights, rights of way, restrictions, orders of conditions, easements, local zoning laws and regulations, covenants, and improvements if any there be.

The Buyer acknowledges that he/she/they is/are aware that the property is being sold "AS IS" and further acknowledge(s) that no representations or warranties of any kind regarding the property have been made by the Seller.

The Buyer is acquiring the property based solely on his/her/their independent investigation and inspection of the property, and not in reliance on any information, whether verbal or written, supplied or provided by the Seller or any representative of the Seller.

If a material defect in the recorded title shall be claimed by the Buyer, the Buyer shall notify the

### 1 Tilden Avenue, Scituate, MA

Seller in writing at least ten (10) days prior to the date for the delivery of the deed stated above and the Seller shall be entitled to elect to either terminate this agreement or use thirty (30) days from the date of notice thereof to perfect said title. If the Seller elects to perfect title, but is unable to clear the record title or to make conveyance as above stipulated, the deposit made hereunder shall be refunded to the Buyer and all obligations of all the parties hereto shall cease and be null and void. Buyer's sole recourse in the event of the Seller's failure to deliver title as required herein is the return of the deposit.

## THE FACT THAT THE JUDGMENT ENTERED BY THE LAND COURT IN THE TAX LIEN FORECLOSURE CASE TRANSFERING OWNERSHIP TO THE TOWN OF SCITUATE IS LESS THAN ONE YEAR OLD AS OF THE DATE OF THIS AGREEMENT AND OR THE DATE OF CLOSING STATED ABOVE OR OF AN EXTENSION OF THE CLOSING DATE AS AGREED TO BY THE SELLER AND BUYER DOES NOT CONSTITUTE A MATERIAL DEFECT IN THE RECORDED TITLE.

The acceptance of the deed by the Buyer or nominee as the case may be shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed of Seller.

Seller acknowledges that she has received from the Buyer the sum of TEN PERCENT (10%) of the sale price in the amount of \$\_\_\_\_\_\_, or TEN THOUSAND (\$10,000.00) DOLLARS, whichever is greater, as a non-refundable deposit of this purchase. The real estate is described as follows:

Land in said Scituate, with the buildings thereon, at 1 Tilden Avenue, shown as Map 5, Block 3, Lot 70 on the Town of Scituate's Assessors' records, described in Plymouth County Registry of Deeds, Book 25289, Page 345, Book 46181, Page 340, Book 50878, Page 105, and Book 50832, Page 323.

The Buyer and Seller do hereby acknowledge that they have read the foregoing and understand and agree to the terms and conditions as set forth herein and they further acknowledge receipt of a copy of these terms and conditions.

Witnessed By:

Buyer

Buyer

Date: January 13, 2022

Pamela J. Avitabile, Tax Title Custodian, Town of Situate

Coppola & Coppola, P.C. David J. Coppola, Esq. 40 South Street Marblehead, MA 01945 Phone (781) 639-0140 FAX (781) 639-4416 Email: david@coppolalaw.us AT LEAST FOURTEEN DAYS before the date of sale this NOTICE MUST BE SENT BY REGISTERED MAIL, to the person who was the owner of record immediately prior to the acquisition by the city or town of the title to the property. If such owner of record is deceased, notice should be sent to each interested heir or devisee as appearing in the probate records.

A SIMILAR NOTICE MUST BE POSTED in two or more convenient and public places in the city or town.

#### STATE TAX FORM 472

#### CUSTODIAN'S NOTICE OF SALE

## THE COMMONWEALTH OF MASSACHUSETTS

#### TOWN OF SCITUATE

#### OFFICE OF THE CUSTODIAN OF PROPERTY ACQUIRED BY FORECLOSURE OF TAX TITLE

TO THE FORMER OWNER OF RECORD AND TO ALL OTHERS CONCERNED: NAME OF FORMER OWNER OF RECORD

James Francis Power, Jr., Royal Norwell Nursing & Rehabilitation Center, 329 Washington Street, Norwell, MA 02061 Thomas Joseph Power, P.O. Box 547, Mountain View, HI 96771 Stephen Joseph Power, 7576 Oleander Gate Drive, Apt. D-104, Naples, FL 34109 Kara E. Tobin, 460 Main Street, Wareham, MA 02571

NOTICE IS HEREBY GIVEN THAT on Thursday, the 13<sup>th</sup> day of January, 2022 at 12:00 P.M. at 1 Tilden Avenue, Scituate, MA acting on behalf of the Town of Scituate and in accordance with the provisions of Acts of 1938, Chapter 358, Section 2, as amended by Acts of 1939, Chapter 123, Acts of 1941, Chapter 296, Acts of 1947, Chapter 224, Section 1; Section 77B of Chapter 60.

**I SHALL OFFER FOR SALE AT PUBLIC AUCTION** the hereinafter property acquired by said Town by foreclosure of the tax title thereon.

DESCRIPTION OF PROPERTY TO BE SOLD (THE DESCRIPTION MUST BE SUFFICIENTLY ACCURATE TO IDENTIFY THE PREMISES)

LOCATION OF PROPERTY

Land in said Scituate, with the buildings thereon, at 1 Tilden Avenue, shown as Map 5, Block 3, Lot 70 on the Town of Scituate's Assessors' records, described in Plymouth County Registry of Deeds, Book 25289, Page 345, Book 46181, Page 340, Book 50878, Page 105, and Book 50832, Page 323.

Tax Title recorded in Plymouth County Registry of Deeds, Book 47828, Page 342.

#### TERMS AND CONDITIONS OF SALE

The successful bidder will be required to pay a non-refundable deposit in the amount of 10% of the purchase price at the auction, \$10,000.00 of which shall be in the form of a certified or bank check and the remainder of the 10% shall be in the form of a personal check, a buyer's premium in the amount of 3.2% of the bid price, the pro forma real estate tax for the remainder of fiscal year 2022 and all of fiscal year 2023, a deed recording fee in the amount of \$157.00 and a fee for legal services for the Seller in the amount of \$3,000.00. The balance of the purchase price and all fees must be paid on or before February 11, 2022. The property is being sold "As-Is". Additional terms and conditions will be announced at the auction.

Any and all bids at such sale or any adjournment thereof may be rejected if in my opinion no bid is made which approximates the fair value of the property.

David J. Coppola, Attorney for the Tex Possession Custodian

For the Town of Scituate

THIS FORM APPROVED BY COMMISSIONER OF CORPORATIONS AND TAXATION

## JJManning AUCTIONEERS BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 3.2% added to the high bid. The total of the high bid plus the 3.2% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:	
Bid Price: Add 3.2% Buyer's Premium:	\$100,000.00 \$3,200.00
Contract sales price:	\$103,200.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

## **ABSOLUTE AUCTION** Thursday, January 13<sup>th</sup> at 12pm On-site

On Behalf of the Town of Scituate, MA Selling to the Highest Bidder, Regardless of Price

## 1 Tilden Ave., Scituate, MA 868± sf. 2-Story Cottage Between Briggs Harbor & Minot Beach

One Lot Back From Glades Rd. with Potential for Ocean Views

Set in Minot Beach neighborhood across Glades Rd. from beach access stairs at the north end of the breakwater. Possible ocean views not verified. Close to N. Scituate Beach, golf, tennis, boating & more. Easy access to Routes 3 & 3A, 6± miles to the MBTA Greenbush line station.

Design: 868± sf. 2-story, 1-BR cottage built circa 1900 on piers Site: .01± acres (653± sf.)

Frontage: 18± ft. on a gravel private way Parcel ID: 5-3-70

Zoning: R-3

FEMA Flood Zone: AE15 per Town

Town Water, Gas & Electric: Connections to house with meters currently removed

Sewer: Failed private septic, BOH condemned 3/26/19 per State Sanitary Code, Ch. II

**References:** Plymouth County Registry of Deeds 47828/342 tax taking, 55667/121 rights of redemption foreclosure

## Preview for Registered Bidders: Thursday, January 13 (10am-12pm)

#### Terms of Sale:

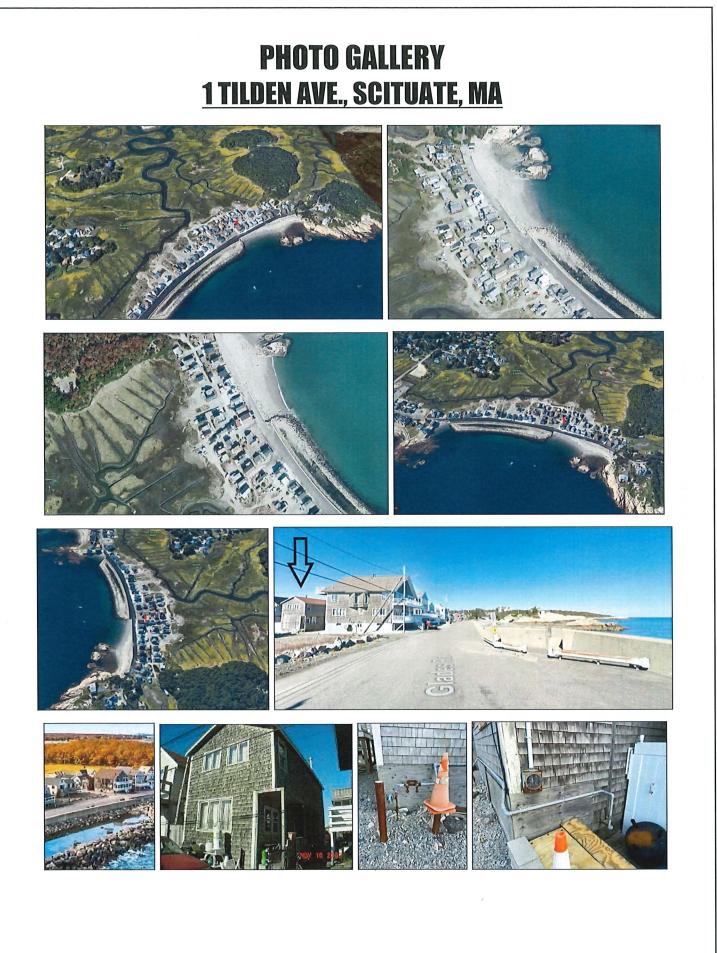
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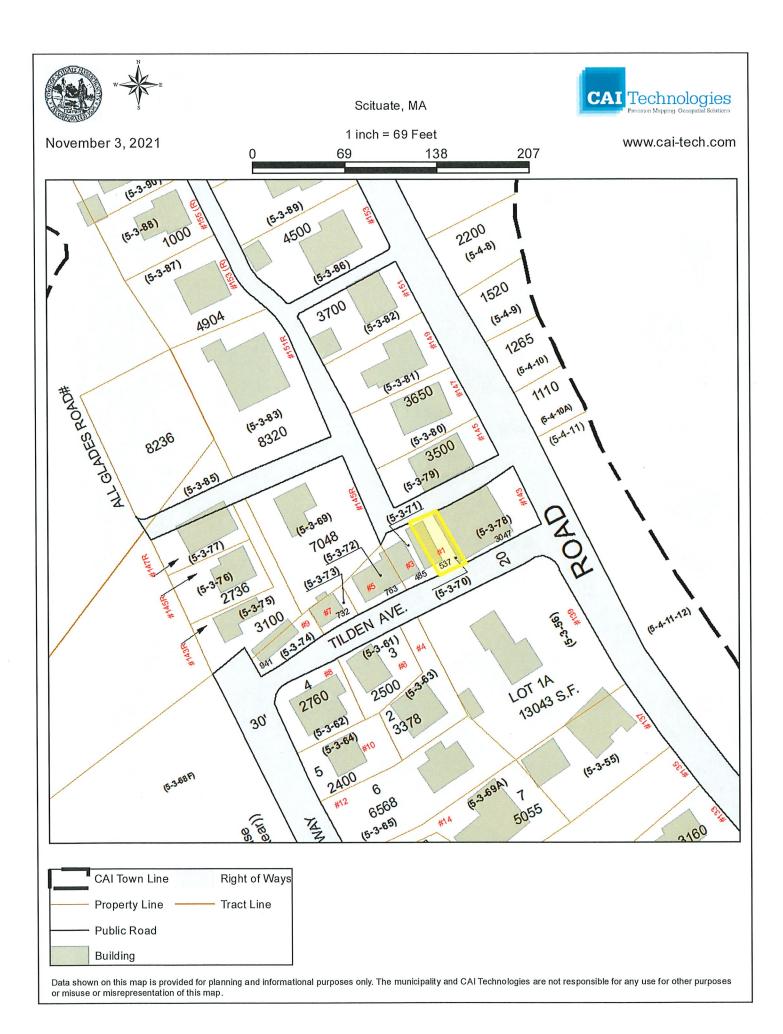
www.JJManning.com 800.521.0111 179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 3184 • Brochure 1742 • Ref 22-1951

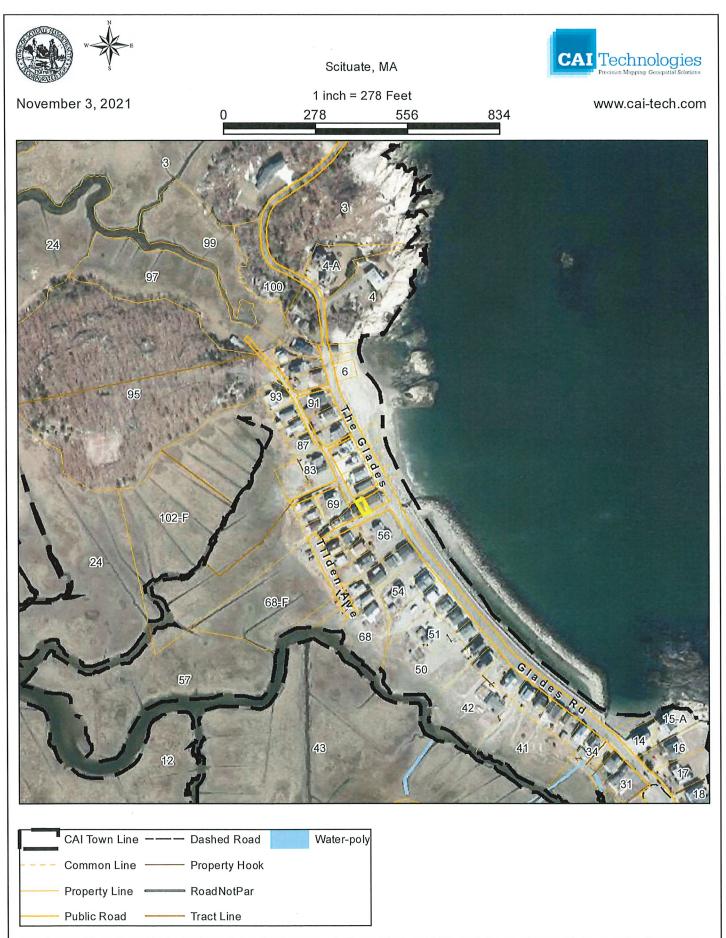


Key:     ZSQ       Former:     Jacket:       Former:     CURRENT OWNER:       Former:     CURRENT OWNER:       Former:     S-3700       Former:     S-300       Former:     S-300       Former:     AD       Former:     S-300       Former:     S-300       Former:     S-300       Former:     Former:       Former:     Former: <td< th=""></td<>
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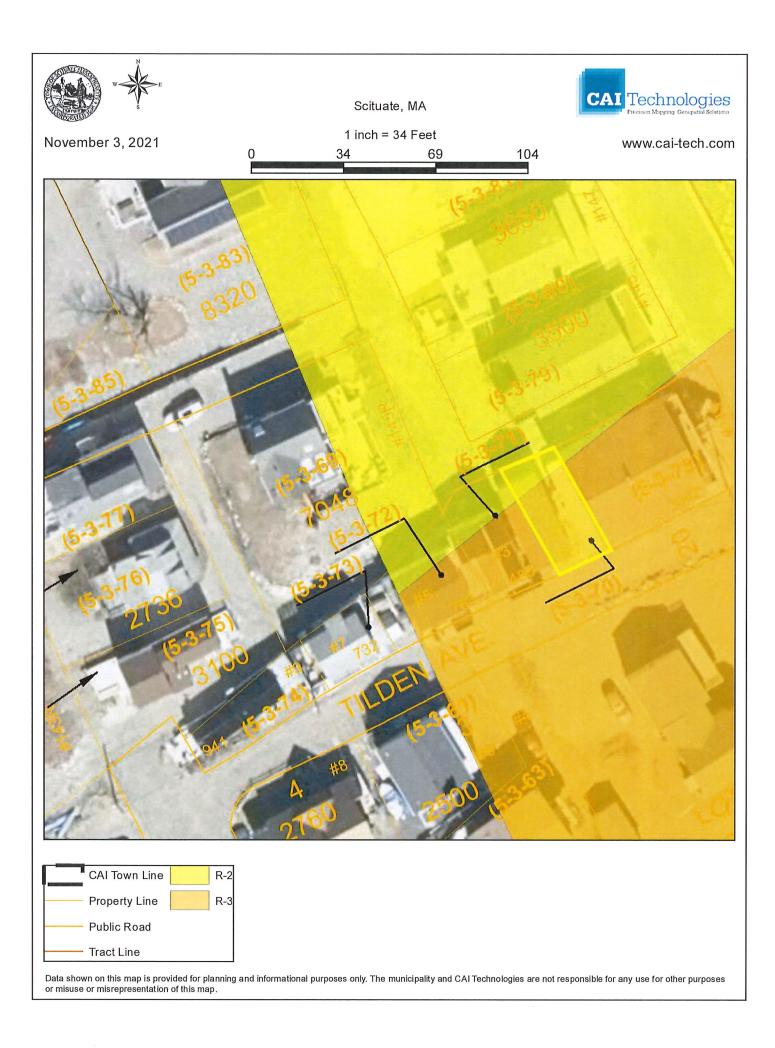


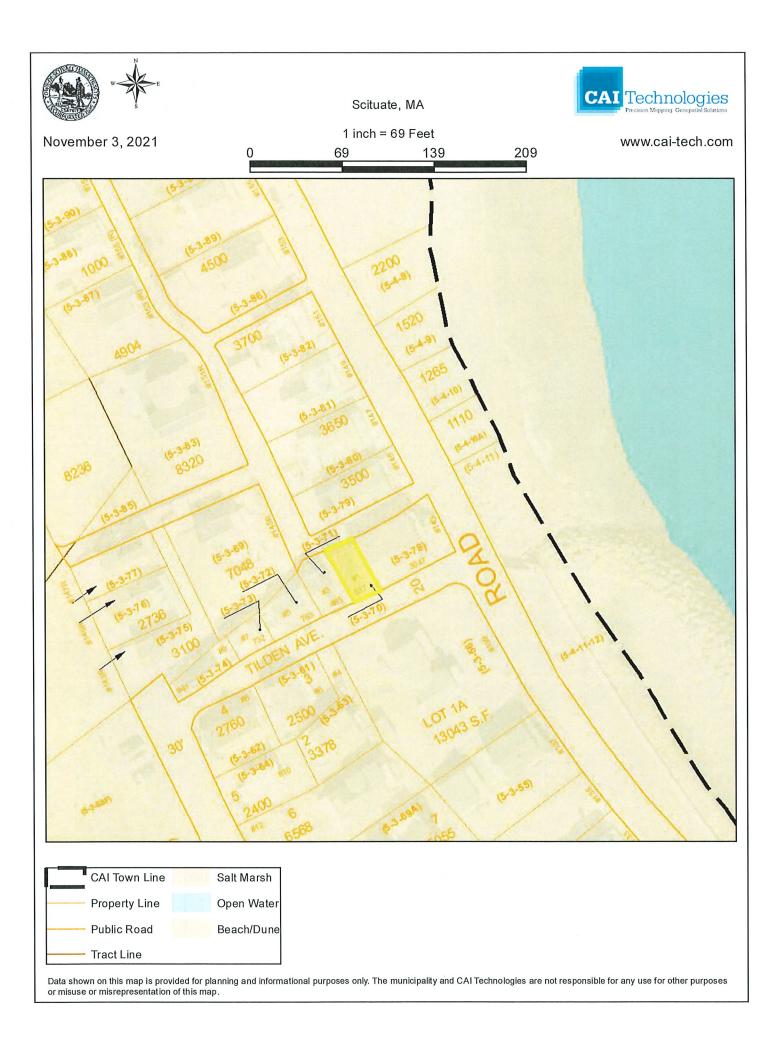


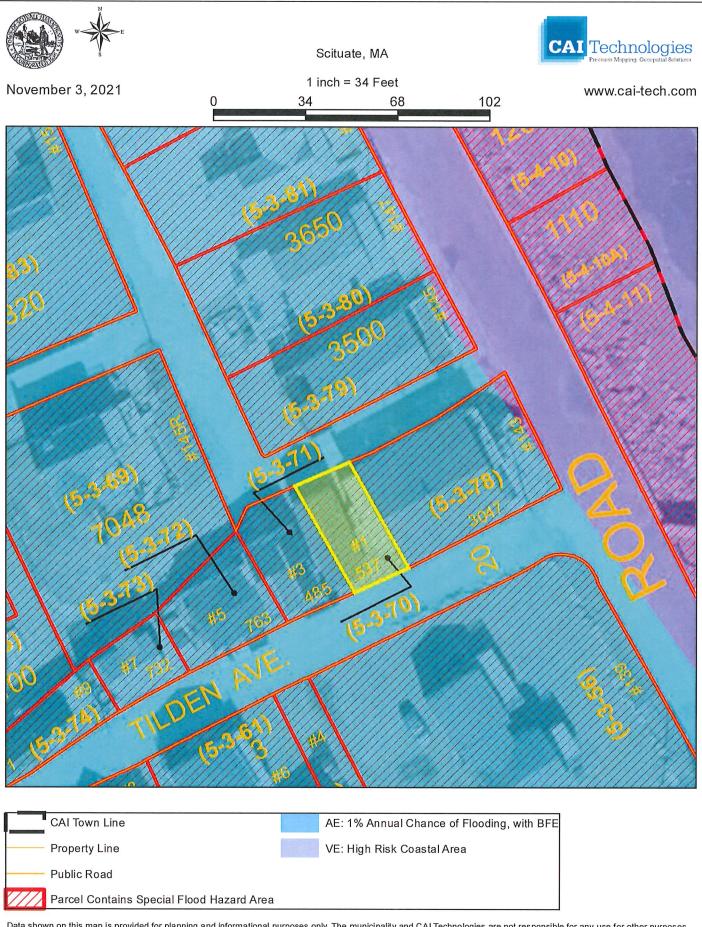
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## **Town of Scituate Beaches**

The Town of Scituate operates five (5) oceanfront beach areas with six (6) designated swimming areas. These include Egypt Beach, Humarock Beach, Minot Beach (two areas), Peggotty Beach, and Sand Hills Beach. These areas are greatly affected by the changing tides of the Atlantic Ocean. Commonly, designated swimming areas conform to certain design standards, the most common of which include a sandy beach area and a gradual slope into the water.

Lifeguard protective services are offered beginning in late June of each year and ending by Labor Day. Approximately 30 lifeguards, a Lifeguard Supervisor and an Assistant Lifeguard Supervisor are hired seasonally to staff these areas. As staffing levels are depleted, beach areas change from guarded to unguarded beaches.

There are porta potties available at each beach. Water testing is done weekly by the Scituate Board of Health. Beach Sticker required and strictly enforced by Scituate Police Department.

## Humarock Beach

Fine, hard-packed sand. The beach is legally part of Scituate, but accessible only from Ferry Street (off Rte. 3A) in North Marshfield.

120 parking spots.

Handicap Beach wheelchair available to be signed out @ Fire Station (located in parking lot). Gift shops, a general store and restaurants are within walking distance.

## Minot Beach

Sandy beach with nice views of Minot Light and Massachusetts Bay. <u>Glades End</u> Accessible by the corner of Gannett Road & Glades Road. 4 parking spots <u>Well Rock End</u>

Pedestrian access to beach via passageway on left side of Minot Post Office. Bailey's Causeway East Lot: 26 parking spots. Bailey's Causeway West Lot: 75 parking spots

## Egypt Beach

Small and stony swimming between North Scituate and Sand Hill beaches 77 parking spots. Convenience store is within walking distance.

## Sand Hills Beach

Small, sandy beach that narrows at high tide. Access from Oceanside Drive. 24 parking spots. Convenience store is within walking distance.

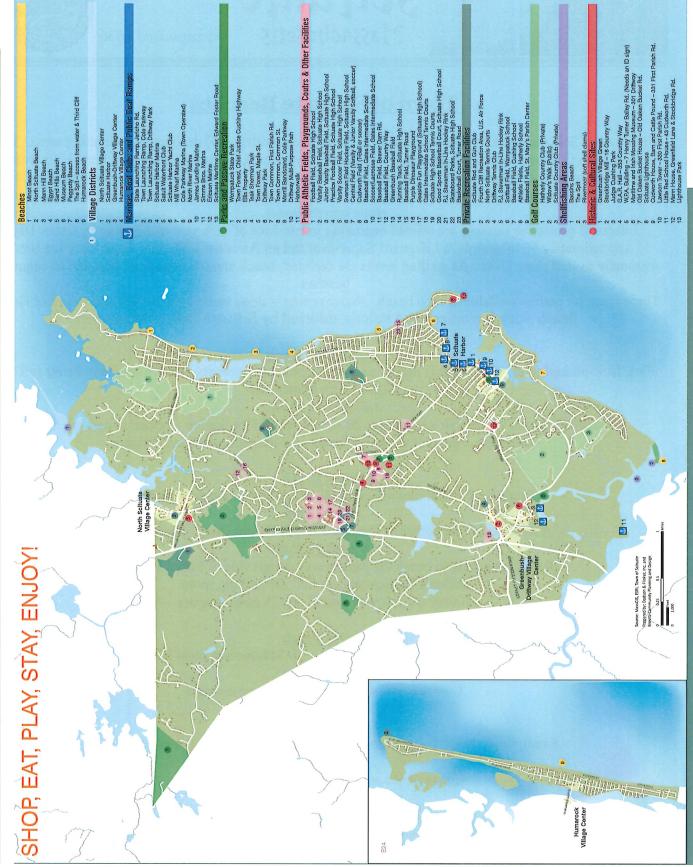
## Peggotty Beach

Half-mile, hard-packed, sand. Access from Peggotty Beach Road. 200 parking spots.

Downtown Scituate Harbor with shops, restaurants and a hotel is within walking distance.







## **SECTION 400 - USE REGULATIONS**

## 410 APPLICATION OF REGULATIONS

Except as provided in Sections 800, 810, 820, and 830 herein, no structure, and no alteration, enlargement or extension of an existing structure shall be designed, arranged or constructed, and no land, structure or part thereof shall be used for any purpose or in any manner other than for one or more of the uses specifically permitted herein.

## 420 TABLE OF USE REGULATIONS

In the following Table of Use Regulations, uses which are permitted as of right are designated "Y", uses allowed by special permit from the Board of Appeals are designated "SP" for all districts except the VCN where the Planning Board shall be the Special Permit Granting Authority, and uses that are prohibited are designated "N".

		RESID	RESIDENTIAL DISTRICTS	DISTRI	CTS	COMI DIS'	COMMERCIAI DISTRICTS	AL S	<b>NILL</b>	AGE CI	ENTER &	NEIGHE	SORHOO	VILLAGE CENTER & NEIGHBORHOOD DISTRICTS	CTS
		R-1	R-2	R-3	RM	GB	HB	с U	GVC	GWB	VTUN	NRN	DBP	NRCR	DCR
1- R	1. Residential and Institutional Uses													_	
Ą	Single-family detached dwelling	≻	≻	≻	≻	≻	≻	z	≻	z	z	z	z	z	z
A1.	Single-family attached dwelling								≻	≻	≻	≻	z	z	z
A2.	Single-family/Cottage and Cottage Court								≻	z	z	≻	z	z	z
ю	Two-family dwelling, subject to §430.1	≻	≻	≻	≻	≻	≻	z	≻	z	z	z	z	z	z
с <sup>і</sup>	Residential Accessory use	≻	≻	≻	≻	≻	≻	z	≻	z	≻	≻	z	z	z
Ū.	Accessory dwelling, subject to Section 530	SP	SP	SP	≻	SР	SP	z	≻	z	z	z	z	z	z
ш	Affordable accessory dwelling, subject to Section 530			See Section 530	ction 5	30			≻	z	z	z	z	z	z
ц.	Multi-family Dwelling	z	z	z	≻	≻	≻	SP	≻	SP	≻	≻	z	z	z
IJ.	Multifamily dwelling complex, subject to Section 430.3	z	z	z	≻	z	z	z	SP	SP	≻	≻	z	z	z
Η̈́	Private garage for more than 3 automobiles	SP	SР	SР	≻	≻	≻	≻	≻	z	z	z	z	z	z
<u></u>	Garage for commercial vehicles subject to Section 440.2	SP	SР	SР	≻	≻	≻	≻	≻	Z	z	z	≻	z	Z
Ļ.	Religious use pursuant to G.L. c.40A §3	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
Ч.	Educational use pursuant to G.L. c. 40A §3	≻	≻	≻	· ≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
نـ	Town administration or utility building or public safety facility	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
М	Town recreation or water supply use	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
ż	Child care facility pursuant to G.L. c.40A §3	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
o.	Live/Work Building								≻	≻	≻	≻	SP	z	z
٩.	Mixed Use Building								≻	≻	≻	≻	SP	z	z

		RESID	RESIDENTIAL DISTRICTS	DISTRI	CTS	COM	COMMERCIAL DISTRICTS	SAL		AGE CE	INTER &	NEIGHI	BORHO	VILLAGE CENTER & NEIGHBORHOOD DISTRICTS	ICTS
USE	USE CATEGORY	R-1	R-2	R-3	RM	GB	HB	U	GVC	GWB	NDTV	NRN	DBP	NRCR	DCR
2. Ac	2. Agricultural, Horticultural, Floricultural Uses														
Ä.	Agriculture, horticulture, viticulture, aquaculture or floriculture pursuant to G.L. c. 40A §3	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
ഫ്	Commercial dairy, poultry or livestock farm on a lot containing three acres or more (but not including a piggery, commercial kennel, or fur farm) provided that any building in which poultry or livestock are housed is not less than fifty feet from side and rear lot lines and the exterior line of any street.	≻	~	~	~	~	$\succ$	~	z	Z	z	Z	z	z	z
ن ن	Commercial greenhouse on lot of less than 5 acres; provided that such building and any heating plant accessory thereto is not less than fifty feet from side and rear lot lines and from the exterior of any street.	SP	SР	SP	≻	≻	≻	≻	≻	≻	z	z	≻	z	z
<u>ن</u>	Salesroom or stand for the display and sale of agricultural or horticultural products the major portion of which are grown on the premises on lots less than 5 acres; provided that no such products are displayed within thirty feet of any street or lot line.	SP	SP	SP	~	≻	$\succ$	~	<b>&gt;</b> -	≻	z	Z	≻	Z	z
ш	Commercial riding academy on a lot containing three acres or more, provided any building in which horses are housed and any riding ring is not less than fifty feet from side and rear lot lines and from the exterior line of any street.	SР	SP	SP	≻	$\succ$	≻	≻	$\succ$	≻	z	Z	≻	z	z

		RESID	RESIDENTIAL DISTRICTS	DISTRIC	CTS	COM	COMMERCIAL	N F		AGE CE	NTER &	NEIGHE	30RHO0	VILLAGE CENTER & NEIGHBORHOOD DISTRICTS	ICTS
		R-1	R-2	R-3	RM	GB	НВ	U	GVC	GWB	VTON	NRN	DBP	NRCR	DCR
с т	3. Commercial Uses													-	
Ä	Private organized camp	SP	SP	SP	≻	≻	≻	≻	z	z	z	z	z	z	z
ы	Rest, convalescent, nursing home or assisted living facility	SP	SP	SP	≻	≻	≻	≻	≻	≻	SP	≻	z	Z	z
ن ن	Cemetery	SP	SP	SР	≻	≻	≻	≻	SP	z	z	z	z	z	z
Ċ	Hospital	SР	SP	SP	≻	≻	≻	≻	z	z	SР	z	SP	z	z
ш	Philanthropic or charitable institution	SP	SP	SP	, ≻	≻	≻	≻	≻	≻	≻	SP	SP	SP	SP
ц.	Public or nonprofit library, museum, art gallery, civic center	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	SP	≻	SP	SP
വ	Commercial livery or mooring for marine pleasure craft with no fueling or repair services	SP	SP	SР	≻	≻	≻	≻	SР	SP	z	SP	SP	z	z
Ţ	Commercial golf course	SP	SP	SP	≻	≻	≻	≻	z	z	z	z	z	z	≻
	Golf range/miniature golf	z	z	z	z	≻	≻	≻	z	z	z	z	z	z	z
Ļ	Boarding House or Lodging House for more than three persons	SP	SP	SP	≻	≻	≻	≻	SP	SP	z	z	z	z	z
¥	Bed and Breakfast Establishment of more than two guest bedrooms	SP	SP	SP	≻	≻	≻	z	≻	≻	≻	SР	SP	z	SP
Ļ	nn	SP	SР	SP	≻	≻	≻	≻	≻	≻	≻	SP	SP	z	SP
M.	Hotel or motel	z	z	z	≻	SP	SP	≻	SP	≻	SP	SP	SP	z	SP
ż	Club or lodge	SP	SP	SР	≻	≻	≻	≻	≻	≻	≻	z	≻	z	SP
o.	Scientific accessory uses	SP	SP	SР	≻	≻	≻	≻	≻	≻	SP	z	≻	z	z
٩.	Retail business (not including any use specifically listed in this table)	z	z	z	≻	≻	≻	≻	≻	≻	≻	Z	≻	z	z

		RESIDI	RESIDENTIAL DISTRICTS	DISTRIC	CTS	COMP	COMMERCIAL DISTRICTS			VILLAGE CENTER	NTER & N	LEIGHB	окноо	& NEIGHBORHOOD DISTRICTS	cTS
USE	USE CATEGORY	R-1	R-2	R-3	RM	GB	몀	υ	GVC	GWB	VTUN	NRN	DBP	NRCR	DCR
ġ	Showroom for building supplies, including plumbing, heating and ventilating equipment	z	z	z	z	≻	≻	≻	≻	≻	z	z	≻	z	z
Ś	Shop of a carpenter, cabinetmaker, electrician, job printer, painter, painter, paperhanger, plumber, sign painter or upholsterer.	z	z	z	z	≻	≻	≻	≻	≻	≻	z	≻	z	z
Ŀ.	Restaurant	z	z	z	z	≻	≻	≻	≻	≻	≻	z	≻	z	SP
Ù.	Office building, bank or other monetary institution	z	z	z	z	≻	≻	≻	≻	≻	≻	z	≻	z	z
>	Salesroom for automobiles, boats, trailers, trucks, machinery or farm implements and their accessories.	z	z	z	z	SP	SP	≻	SP	SP	z	z	SP	z	z
W.	Indoor Tennis Facility	z	z	z	z	SР	SP	≻	SP	SP	z	z	SP	z	SP
×	Animal or veterinary hospital	z	z	z	z	z	z	≻	SP	≻	SP	z	≻	z	z
Υ.	Meeting hall for hire, indoor theatre	z	z	z	z	z	z	≻	≻	≻	≻	z	≻	z	SP
Ņ	Health club, swimming pool tennis court, skating rink,	z	z	z	z	z	z	≻	SP	≻	SP	z	≻	z	SP
AA.	Business Accessory Use subject to Section 440.3	z	z	z	z	≻	≻	≻	≻	≻	z	z	≻	z	z
BB.	Commercial kennel	z	z	z	z	z	z	SP	z	SP	z	z	SP	z	z
 	Fast food establishment	z	z	z	z	SP	SP	SP	z	SP	SP	z	SР	z	z
DD.	Temporary outdoor sales approved by Board of Selectmen	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻	≻
ш	Registered marijuana dispensary	z	z	z	z	z	z	SP	z	z	z	z	SP	z	z
11 11	Microbrewery	z	z	z	z	SP	SP	SP	SP	SP	SP	z	≻	z	z
GG.	Marijuana Establishment	z	z	z	z	z	z	z	z	z	z	z	z	z	z

		RESID	RESIDENTIAL DISTRICTS	DISTRI	стѕ	COM	COMMERCIAL DISTRICTS	2 AL	<b>NILL</b>	AGE CI	VILLAGE CENTER & NEIGHBORHOOD DISTRICTS	NEIGHE	SORHO(	DD DISTR	ICTS
		R-1	R-2	R-3	RM	GB	НВ	υ	GVC	GWB	VTUN	NRN	DBP	NRCR	DCR
<b>4. I</b> T	<ol> <li>Industrial Uses         <ul> <li>Establishment for the sale of lumber or other building</li> <li>Establishment for the sale of lumber or other building supplies, heating fuel, livestock feed, ice, fertilizer, or similar materials stored in bulk on the premises (but not including the storage of used or salvaged materials).</li> </ul> </li> </ol>	z	z	z	z	z	z	≻	z	z	z	z	≻	z	z
ю	Establishment for repair of trailers, trucks, machinery or farm implements.	z	z	Z	z	z	z	≻	z	z	z	z	≻	z	z
Ċ	Auto body shop, provided that all work is conducted within a completely enclosed building.	z	z	z	z	z	z	≻	z	z	z	z	≻	z	z
Ū.	Yard for custom building or repair of boats under one hundred feet in length, boat storage yard.	z	z	z	z	z	z	≻	z	z	≻	z	≻	z	z
ш	Storage yard or plant for contractor's equipment, storage garage or trucks, trucking yard or terminal.	z	z	z	z	z	z	≻	z	z	z	z	≻	z	z
ш	Wholesale distribution plant, cold storage plant, material storage yard, or warehouse (but not including the storage of used or salvaged materials or explosives, or the wholesale products, or other inflammables.)	z	z	Z	z	z	z	≻	z	z	Z	z	≻	Z	z
Ċ	Soldering or welding shop, shop for light metal fabrication or blacksmith shop, provided that all work is conducted within a completely enclosed building.	z	z	z	z	z	z	≻	z	z	z	z	$\succ$	z	z
т́	Woodworking mill Commercial bakery or dairy products plant	z	z	z	z	z	z	≻ :	z	z	z	z	≻	z	z
J.	Light manufacturing	z z	zz	zz	zz	z z	zz	≻ ≻	zz	zz	zz	z z	≻ ≻	z z	zz
¥	Use accessory to allowed industrial use	z	z	z	z	z	z	≻	z	z	z	z	≻	z	z
نـ	Large scale ground mounted solar photovoltaic installation and appurtenant structures	z	z	z	z	z	z	≻	z	z	z	z	≻	z	z

NOTE 1. Refer to 580.3 and 580.9 for allowed buildings and associated standards within the Village Center Neighborhoods.

- 6. Boarding or Lodging House, Inn or Bed and Breakfast Establishment
- 7. Salesroom or stand for the display and sale of agricultural and horticultural products, or commercial greenhouse on lots of less than five acres of land.
- C. An apartment house, garden apartment building or other multiple dwelling for residential use by more than two families.

## **SECTION 800 - NON CONFORMING STRUCTURES AND USES**

## 810 STRUCTURES AND USES ALREADY IN EXISTENCE

## 810.1 EXISTING USES AND STRUCTURES

Any lawful structure or any lawful use of land or structure, existing at the effective date of this bylaw or any amendment thereto, subject to the limitations established in Massachusetts General Laws, Chapter 40A, Section 6, as amended, or any construction or operation for which a building permit has been issued prior to the effective date of this bylaw or any amendment thereto may be continued, although not in conformity with the provision thereof, unless or until abandoned or not used for a period of two years or more. No nonconforming use shall, if changed to a conforming use, revert to a nonconforming use.

- **810.2** ALTERATION OF SINGLE AND TWO FAMILY NONCONFORMING STRUCTURES The Building Commissioner may permit the repair, alteration, reconstruction, extension or structural change of a lawful, dimensionally nonconforming single or two-family dwelling, or a portion thereof, or accessory structures thereto, provided the proposed repair, alteration, reconstruction, extension or structural change meets the following conditions:
  - A. In the case of a building or structure which is nonconforming solely because of insufficient lot frontage or lot area, or both, the proposed repair, alteration, reconstruction, extension or structural change shall meet all dimensional requirements for front, side and rear yard setbacks, and maximum height; provided, that any repair, alteration, reconstruction, extension or structural change which by itself or in the aggregate with other repairs, alterations, reconstructions, extensions or structural changes would increase the gross floor area of the nonconforming single or two family home which existed on the date that the single or two family home became nonconforming by more than 20% may not be permitted by the Building Commissioner pursuant to this paragraph.
  - B. In the case of a dimensionally nonconforming building or structure with sufficient lot frontage and lot area, where said building or a portion thereof is nonconforming as to one or more of the dimensional requirements for front, side or rear yard setbacks or maximum height, the proposed repair, alteration, reconstruction, extension or structural change shall meet all dimensional requirements for front, side, or rear yard setbacks or maximum height; provided, that any repair, alteration, reconstruction, extension or structural change which by itself or in the aggregate with other repairs, alterations, reconstructions, extensions or structural changes would increase the gross floor area of the nonconforming single or two family home

which existed on the date that the single or two family home became nonconforming by more than 20% may not be permitted by the Building Commissioner pursuant to this paragraph.

In all other instances of alteration, reconstruction, extension or structural change to single or two family dwellings, the applicant may petition the Board of Appeals for a finding under General Laws Chapter 40A, Section 6 to allow the proposed repair, alteration, reconstruction, extension or structural change.

### 810.3 NONCONFORMING STRUCTURES OTHER THAN SINGLE AND TWO FAMILY

The Board of Appeals may allow the repair, alteration, reconstruction, extension or structural change of a nonconforming structure other than a single or two family dwelling (or structures accessory thereto) if the board makes a finding that such repair, alteration, reconstruction, extension or structural change will not be substantially more detrimental to the neighborhood than the existing nonconforming structure. The repair, alteration, reconstruction, extension or structural change of such nonconforming structure so as to increase an existing nonconformity, or create a new nonconformity, including the extension of an exterior wall at or along the same nonconforming distance within a required yard setback, shall require the issuance of a variance from the board of appeals.

## 820 CHANGE OF NONCONFORMING USE

The Board of Appeals may by a finding under General Laws Chapter 40A Section 6 authorize a nonconforming use to be changed to a specified use not substantially different in character, or not substantially more detrimental or injurious to the neighborhood than the existing nonconforming use, subject to the following limitations:

- 1. If the pre-existing, nonconforming use is located within the Water Resources Protection District, such use may not be changed to a use specifically prohibited by the Use Regulations of the Water Resources Protection District enumerated in Section 510.4.
- 2. If the pre-existing, nonconforming use is located within the Water Resources Protection District, such use may not be changed to another nonconforming use if the changed use would result in a greater average daily sewage discharge, as determined by Title V, the State Environmental Code, than average daily sewage discharge of the pre-existing use or greater storage, usage or disposal of toxic or hazardous material.

Pre-existing nonconforming uses may be extended or altered provided that there is a finding by the Board of Appeals that the extension or alteration shall not be substantially more detrimental to the neighborhood.

## 830 REPAIR AND RESTORATION OF NONCONFORMING STRUCTURES AND USES

A non-conforming structure or use damaged or destroyed by accidental causes may be repaired, reconstructed or restored either within the same portion of the lot or within a different portion of the lot provided that doing so renders the structure less non-conforming than previously and used as before, provided that such repair, reconstruction or restoration shall be completed within four years of said accidental damage or destruction; and further

if an application for a finding under General Laws Chapter 40A, Section 6 special permit or building permit necessary for the repair, reconstruction or restoration of the nonconforming building, structure or use has been filed by the third anniversary of such accidental damage or destruction, and if, in the opinion of the Building Commissioner the issuance of said permits is faithfully and continuously pursued, the four year time limit may be extended by the Building Commissioner by the period of time between application for and issuance of all such permits (including all periods of time attributable to litigation involving such permits) or as necessary to allow sufficient time to complete the permitted repair, reconstruction or restoration work in accordance with the Massachusetts Building Code, (provided said building or structure existed or had the right to exist at the time of application in accordance with Section 800 of the bylaw.)

## SECTION 900 - ADMINISTRATION

## 910 PERMITS

## 910.1 BUILDING PERMITS

It shall be unlawful for any owner or person to erect, construct, reconstruct, convert or alter a structure, or change the use, increase the intensity of use, or extend or displace the use of any structure or lot without applying for and receiving from the Building Commissioner the required permit therefore.

Special permits are not valid until they have been recorded in the Registry of Deeds and/or Land Court as applicable as provided in Massachusetts General Laws Chapter 40A, Section 11. Proof of recording shall be presented to the Building Commissioner.

#### 910.2 OCCUPANCY PERMITS

No premises, and no building erected, altered or in any way changed as to construction or use under a permit or otherwise, shall be occupied or used without an occupancy permit signed by the Building Commissioner, which permit shall not be issued until the premises, structure, and its uses and accessory uses comply in all respects with this bylaw, and if applicable a site plan certificate of completion shall be issued.

## 920 ENFORCEMENT

### 920.1 PROCEDURE

The Building Commissioner shall have the duty to enforce this bylaw and may institute appropriate civil or criminal proceedings or both in the fulfillment of such duty. Any person who is aggrieved by an alleged violation may file a written request to the Building



Published on Scituate MA (https://www.scituatema.gov)

Home > What are the building requirements for a particular zone?

## What are the building requirements for a particular zone?

## R-1 Zone:

Upland: 40,000 square feet Frontage: 100 feet (60 feet on a cul-de-sac) Lot Width: 175 feet (where the dwelling is built) Setbacks: Street or way 30 feet (or average setback) Side - 15 feet, rear - 30 feet

## R-2 Zone:

Upland: 20,000 square feet
Frontage: 100 feet (60 feet on a cul-de-sac)
Lot Width: 125 feet (where the dwelling is built)
Setbacks: Street or way 30 feet (or average setback) Side - 15 feet, rear - 30 feet

## R-3 Zone:

Upland: 10,000 square feet Frontage: 100 feet (60 feet on a cul-de-sac) Lot Width: 100 feet (where the dwelling is built) Setbacks: Street or way 30 feet (or average setback) Side - 8 feet, rear - 20 feet

## **Business Zone:**

Frontage: 60 feet Setbacks: Street or way 30 feet (or average setback) Side - 8 feet, rear - 8 feet

## **Commercial Zone:**

Frontage: 60 feet Setbacks: Street or way 30 feet (or average setback) Side - 8 feet, rear - 8 feet

There are 43,560 square feet in an acre.

Please refer to the Town of Scituate's Zoning Map to determine what zone your land/dwelling is in.

Source URL: https://www.scituatema.gov/inspection-department/faq/what-are-the-building-requirements-for-a-particular-zone



## The Commonwealth of Massachusetts

Executive Office of Health and Human Services Department of Public Health Bureau of Environmental Health 250 Washington Street, 7<sup>th</sup> Floor Boston, MA 02108 (800) 532-9571 / (617)-624-5757

## CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. <u>This package must be given in full to meet state and federal</u> requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. This package is for compliance with both state and federal lead notification requirements.

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either deleaded or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clppp.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit deleaded. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE. CLIPPP Form 94-2, 6/30/94, Rev. 2/03, Rev. 10/09

> NOTIFICATION PACKAGE WILL BE SUPPLIED TO THE AUCTION BUYER OF THIS PROPERTY

MAP <u>1 Tilden ave., Scituate, Ma</u>





THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE President Phone: 800-521-0111 Fax: 508-362-1073 JJManning.com auctions@JJManning.com

# Let JJManning Auction your Valuable Real Estate

Marketing | Experience | Integrity | Results

JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.

Call or Visit **JJManning.com** for a Free Consultation!



4. ADVERTISING & MARKETING FROM PAST 3 MUNICIPAL AUCTIONS

**AUCTION 3** 

# **ABSOLUTE AUCTION** Wednesday, March 30<sup>th</sup> at 11am On-site

# On Behalf of the Town of Scituate, MA Selling to the Highest Bidder, Regardless of Price

Property Tour: Wednesday, March 23 (11am-1pm)

# 27 Brook St., Scituate, MA 5,000± sf. Former Senior Center on .5± Acres Access from Brook St. & First Parish Rd.

Starting as a schoolhouse in 1852, the property was repurposed to a Fire Station c. 1917 with side sections added twenty years later and most recently home to the Council on Aging until February, 2021 in advance of the grand opening of the new community campus Senior Center. Neighboring Town conservation, back parking lot entry is across Satuit Brook culvert which runs the width of the property.

Town Appraised Value (10/21): \$690,300 RE Tax Assessment: \$652,700

Site Area: .5± acre (21,780± sf.)

**Zoning:** R-3, portions in Watershed Protection District & FEMA Flood Zone with any potential residential use per zoning to be restricted to a maximum of 2 units per Town

**Paved Parking:** Front 5± spaces wide including 2 handicap, larger back lot is accessible off First Parish Rd. only

Building:  $4,994\pm$  sf. 1-2 story on slab with decorative roof cupola

 $\begin{array}{l} 1^{st} \mbox{ Fl.: } 3,150 \pm sf. \mbox{ open layout minimally built out with 3 offices, 2 restrooms, kitchen & foyer $$2^{nd} \mbox{ Fl.: } 1,652 \pm sf. \mbox{ finished, } 192 \pm sf. \mbox{ unfinished HVAC: } Oil-fired hot water heat, central a/c $$ \end{tabular}$ 

Utilities: Town water & sewer, gas available at street Legal Ref.: Plymouth County Bk 241 Pg 167

(1851) Parcel ID: 50-6-0-A

#### Terms of Sale:

10% certified deposit of which \$10,000 (minimum) in certified or bank check with the balance of the 10% deposit in the form of a personal check both due at the auction. Balance in 30 days. 3.2% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction. JJManning AUCTIONEERS Property Information & Full Terms at:

ATE·A

www.JJManning.com 800.521.0111 179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 3184 • Brochure 1744 • Ref 22-1957



# Patriot Ledger

2 columns x 3 inches

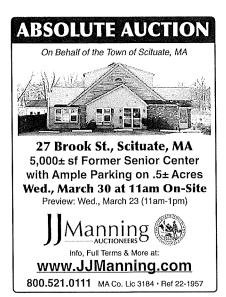
# JJ Manning

# AD SCHEDULE

27 Brook St., Scituate, MA

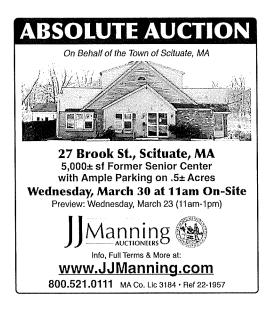
#### Absolute Auction: Wednesday, March 30, 2022 11am Preview: Wednesday, March 23 (11am-1pm)

Newspaper	Run 1	Run 2
Boston Globe	3/13	x
Patriot Ledger	3/12	3/19
Community Newspaper Co Abington, Cohasset, Hanover, Marshfield, Norwell, Rockland & Scituate Mariners, Braintree Forum, Hingham Journal & Weymouth News	wk. of 3/14	wk. of 3/21



## **Boston Globe**

#### 2 columns x 3 inches



# **Community Newspaper Co**

2 columns x 3 inches



**ABSOLUTE AUCTION** ON BEHALF OF THE TOWN OF SCITUATE, MA

27 BROOK ST., SCITUATE, MA

5,000+/- SF FORMER COUNCIL ON AGING ON .5+/- AC. Access from Brook St. & First Parish Rd. WEDNESDAY, MARCH 30 11AM ON-SITE Preview: Wednesday, March 23 (11am-1pm)



MA Co. Lic. #3184

# **TABLE OF CONTENTS**

DISCLAIMER TRANSMITTAL LETTER TERMS & CONDITIONS BUYER'S PREMIUM SAMPLE P&S PROPERTY INFORMATION & PHOTOS LOCATION MAP

# JJManning AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.







February 28, 2022

Dear Prospective Bidder:

On behalf of the Town of Scituate, MA, JJManning Auctioneers is pleased to offer 27 Brook St., Scituate, MA at Absolute Auction where the last and highest bidder will be the winning bidder, regardless of price. This Town owned 5,000+/- sf. former Council on Aging on .5+/- acre has access from both Brook St. & First Parish Rd. Starting as a schoolhouse in 1852, the property was repurposed to a Fire Station c. 1917 with side sections added twenty years later and most recently home to the Council on Aging until February, 2021 in advance of the grand opening of the new community campus Senior Center. Neighboring Town conservation, back parking lot entry is across Satuit Brook culvert which runs the width of the property.

The Town of Scituate, MA chose Absolute Auction, the accelerated method of marketing, for the sale of this fabulous property. Their decision allows you to set the market price for this building on .5+/- acre lot with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know, the property is being sold "as is, with all faults." There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held, on site, at 11:00am on Wednesday, Marsh 30, 2022. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

Don't forget to have <u>BOTH</u> the \$10,000 certified deposit check made out to yourself plus a personal check. Bring them both with you to the auction. You must show the checks at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE President

JJManning Auctioneers | 800-521-0111 | JJManning.com



### ABSOLUTE AUCTION ON BEHALF OF THE TOWN OF SCITUATE, MA Selling to the Highest Bidder, Regardless of Price

## 27 BROOK ST., SCITUATE, MA

#### 5,000+/- SF FORMER COUNCIL ON AGING ON .5+/- AC. Access from Brook St. & First Parish Rd.

## WEDNESDAY, MARCH 30 11AM ON-SITE

#### Preview: Wednesday, March 23 (11am-1pm)

MA Co. Lic. #3184

<u>Terms of Sale:</u> 10% deposit of which Ten Thousand Dollars (\$10,000.00) <u>minimum</u> must be presented in certified or bank check with the balance of the 10% deposit in the form of a personal check <u>BOTH DUE</u> at the auction. Balance in 30 days.

<u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.

<u>B.</u> Closing will take place on or before Friday, April 29, 2022 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.

<u>C.</u> A Buyer's Premium of <u>3.2%</u> will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.

<u>D.</u> The property is being sold "as is, with all faults." We encourage you to thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

 $\underline{E}$ . Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.

F. The property is being sold "Absolute" to the high bidder regardless of price.

<u>G.</u> The property is <u>NOT</u> being sold with a financing contingency. We recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

 $\underline{H}$ . The property is being sold subject to a residential use restriction wherein any property use per zoning is to be restricted to a maximum of two residential units.

<u>I.</u> The property is being sold subject to an access easement/agreement granted to the Town for abutting Town owned parcel identified as #50-6-15R.

J. Other terms, if any, to be announced at the auction sale.

# JJ Manning AUCTIONEERS BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 3.2% added to the high bid. The total of the high bid plus the 3.2% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:	
Bid Price: Add 3.2% Buyer's Premium:	\$100,000.00 \$3,200.00
Contract sales price:	\$103,200.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

#### PURCHASE AND SALE AGREEMENT

This 30th day of March, 2022

#### 1. PARTIES AND MAILING ADDRESSES

The Town of Scituate hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

#### 2. DESCRIPTION

The land with the buildings thereon known as 27 Brook Street, Scituate, Massachusetts, more particularly described as Parcel ID: 50-6-0-A.

#### 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled municipal or personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision.

#### 4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided and said deed shall convey a good and clear record, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record, including an access easement/agreement granted to the Town for the Town owned parcel identified as #50-6-15R

#### 5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

#### 6. PURCHASE PRICE

The agreed purchase price for said premises i	S	_dollars, of which
\$1	nave been paid as a deposit this day and	
	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s)	
\$	TOTAL	

#### 7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Friday, April 29, 2022 at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

#### 8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

#### 9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

#### 10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

#### 11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

#### 12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

#### 13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

#### **14. INSURANCE**

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

#### **15. ADJUSTMENTS**

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

#### 16. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

#### 17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

#### 18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

#### 19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages.

#### 20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit paid by the BUYER upon the execution of this Agreement shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

#### 21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

#### 22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

#### 23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

#### 24. SMOKE DETECTORS

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed strictly as is.

#### 25. RESIDENTIAL USE

Any residential use per existing building and zoning laws to be restricted to a maximum of two units pursuant to a deed restriction that shall be in a form acceptable to Town Counsel and approved by the Scituate Select Board.

#### 26. SOPHISTICATED BUYER

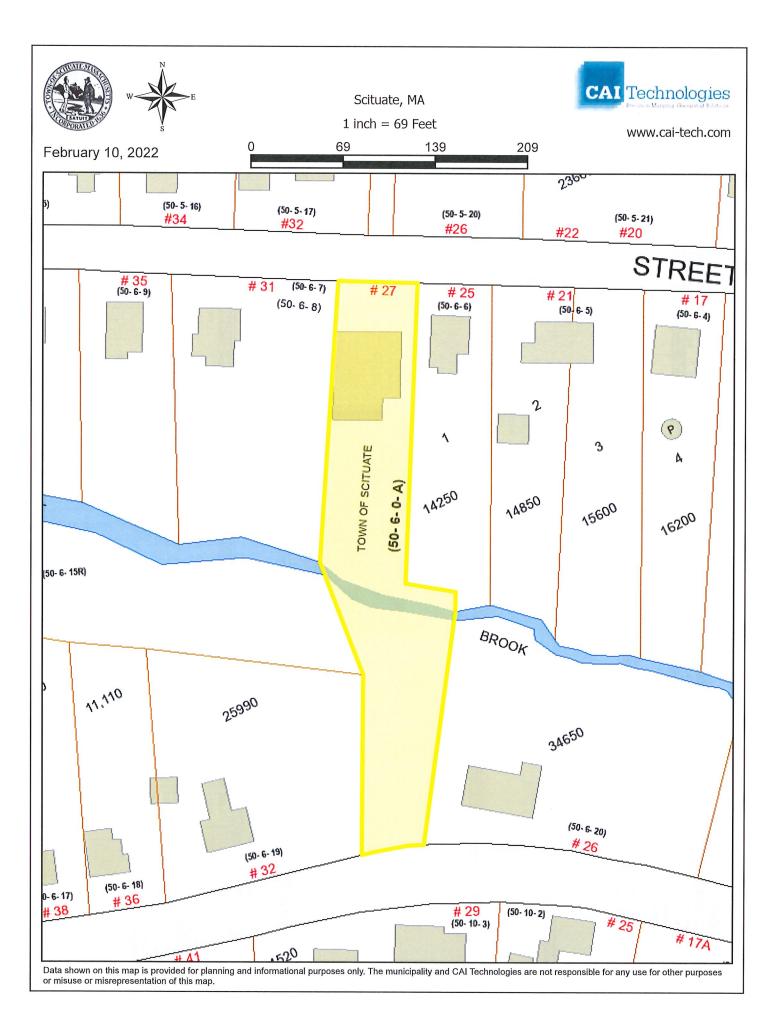
The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION ABSOLUTE SALE wherein all contingencies, warranties, representations, and governmental approvals have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Town of Scituate, MA, Seller

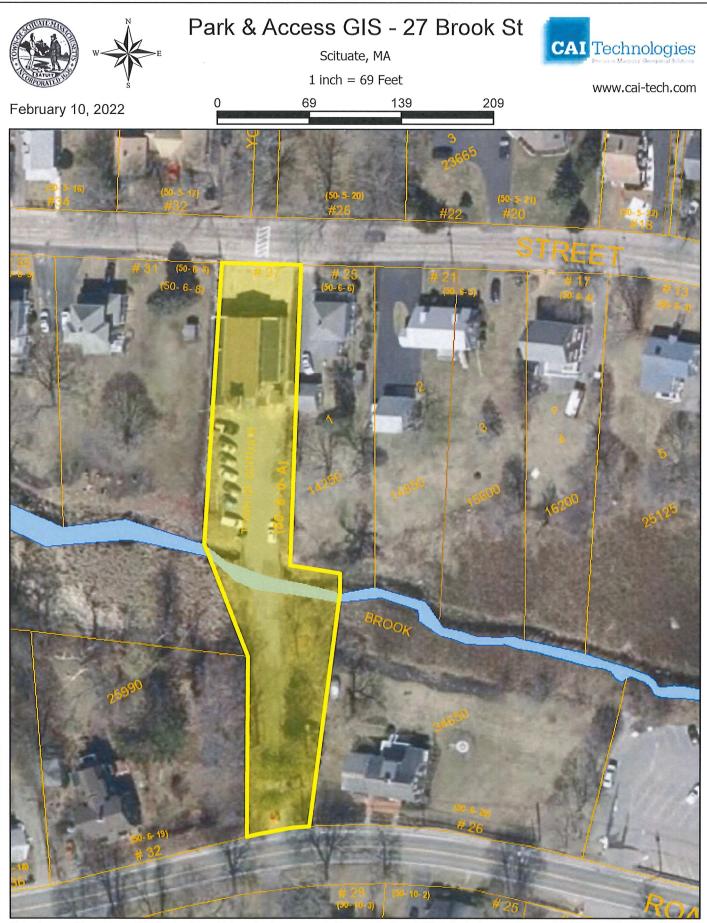
By:	Buyer
Buyer's Mailing Address (Street or P.O. Box)	Buyer's Attorney (Name)
Buyer's Mailing Address (City, State & Zip Code)	Buyer's Attorney (Firm)
Buyer's Daytime Phone	Buyer's Attorney's Address (Street or P.O. Box)
Buyer's Evening Phone	Buyer's Attorney's Address (City, State & Zip Code)
Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AG	ENT

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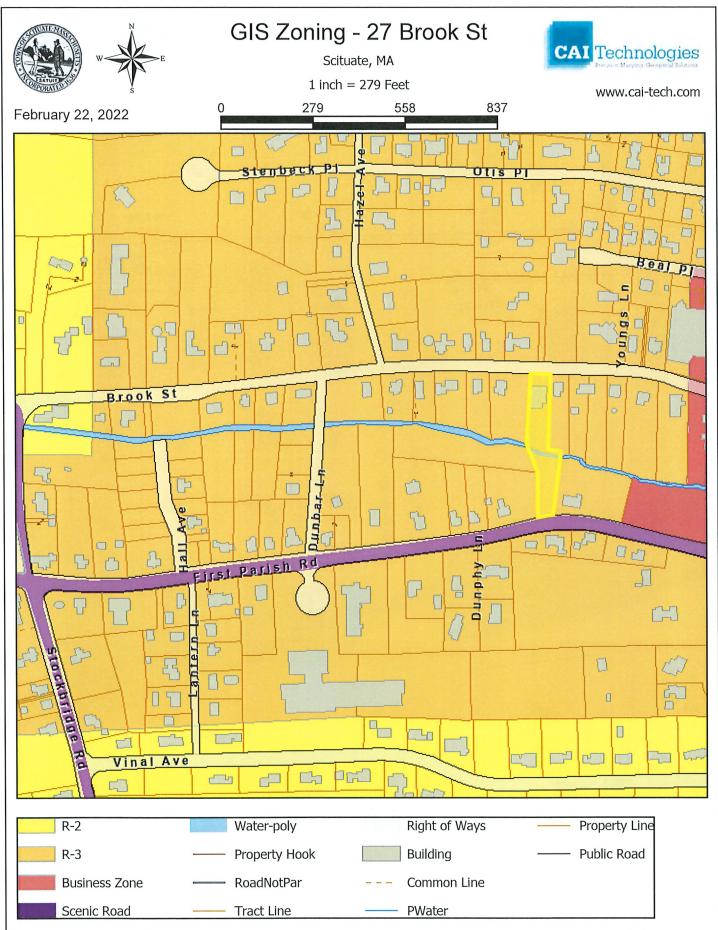




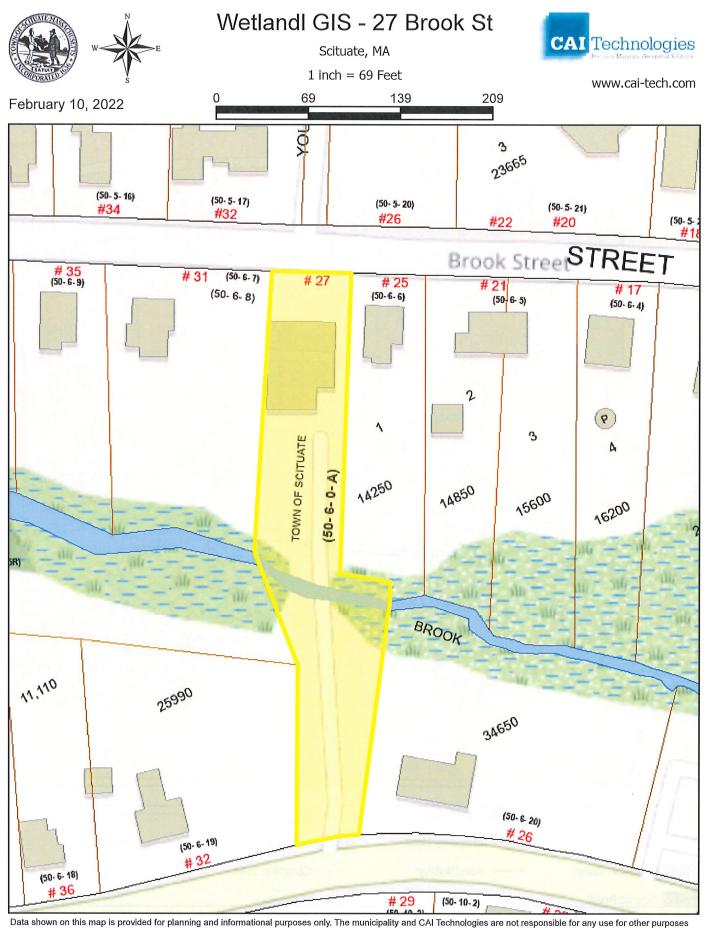
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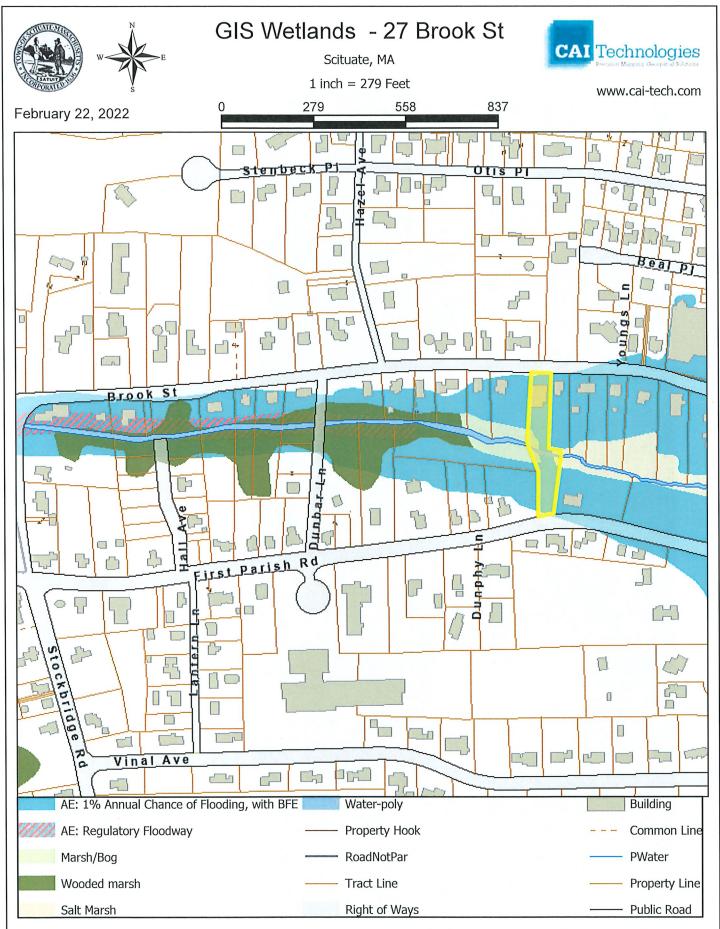
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# FEMA FLOOD MAP EXCERPT





OTHER AREAS

#### BHOOK ST. FIRE STATION 27 Brook Street

Before the old Jenkins and Hatherly Elementary Schools were built in the early 1900's (Jenkins School was dedicated on 9/13/1902 and opened on 9/15/1902) there were at least (7)ten primary schools scattered around town.

The Brook St. Fire Station was built to serve as one of these primary schoolhouses - Harbor District #1. All the schoolhouses were constructed in much the same manner and a number remain today as private homes. A picture of the original Brook St. Schoolhouse may be found at the Peirce Branch Library in a scrapbook compiled by Lillian Finnie (p.23). In the same scrapbook there is a picture of the Brook St. Fire Station (p.38) with the comment that the "center part was the old Brook St. school".

We do not have the exact date of construction, but it was being used as a school in 1852. [Soltuate Town Report 3/1/1852 - 3/5/1853]

The following items were noted in various records and books in the Archives:

Town Meeting 3/1/1852. Voted to allow School District #1 (or any other District) to put a cupale on their Schoolhouse at their own expense. [C-10 p.99]

3/3/1890 \$50. was paid to grade and drain the Brook St. Schoolhouse yard. [0-11 p.204]

The Brook St. property was being used as a fire house (Hose #1) by 1917.

Annual Town Meeting 3/1/1937. Article 37. Voted to remodel the Brook St. Fire Station. [C-14 p.57]

Special Town Meeting 9/27/1937. Transfer of funds to remodel and enlarge Brook St. Station (also known as Engine One House) to house aerial Ladder truck. [c-14 p.67]

Richard Levangie filed a bill for services in remodeling Fire Station 3/16/1938. [s-111 p.3]

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Classified Grantee's Index.

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89. said Nahum Darkard, a certain lot of land with the buildings thereon standing, situated in North Bridgewater, Bounded, beginning at the Contheast corner of Gulas Dachard's land on the road leading from my house to Algernon S. Gilvester's thenee North seven degrees West in the line of said Gelas's land, twelve rods cight links to a state, thene past one degree & a quarter North, thisteen rods to a stake at the new road; thence Goutherby by the Westerly side of a new road, twetve rods eight links to a corner of the road ; thence Westerly by the road first above min tioned , thinken rods to the corner first mentioned containing meacre more or lefs. To Have and to Hold the above granted premises, with all the provileges and appurtenances thereto belonging to the said Nahum Packard his heirs and afrigns to his and their use and behoof forever. And I The said Derez Couthworth for myself and my hims, executors and admiss istrations, do acvenient with the said Nahum Pachard his heirs and as signs, that I am lawfully seized in fee simple of the afore granted premix ceses, that they are free from all moumbrances. What I have good right to sell and convey the same to the said Nahum Jackard his heirs and aforgens forever as aforesaid and that I will and my heirs, executors, and administrators, shall Warrant and Defend the same to the said Nahum Sachard his heirs and afaigns forever, against the lawful claims and demands of all persons . In witness whereof, I the said Pinez Southworth & Setting wife of said Tenez, hereby relinquishing my right of Dower in the premises have here with set our hands and seals this twentiethe day of December in the year. of our Lord one thinsand eight hundred and fifty , (Seal). Gigned sealed and delivered in pressue Derez Southworth of Jefse Verkins Betsey & Southworth (Seal). Thymouth go Deer 20, 1850. Then personally appeared the above named Firey Southworth and asknowledged the above instrument to be his free. Net and Deed ; Before me Jefse Perhins Justice of the Deace Therewed lanuary 18 # 1857 & Decorded Mm. S. Bussell chyister . Konow all men by these presents That I Howard White of Seituale White County of Olymouth, State of Mafsachusetts German In considera, đ tion of eighty Dollars paid by the Down of Paituate in said County the Join o recept where of is periby acknowledged, do hereby give, grant, bargain, sill Scilicate and convey winto the said your of Bailinte a certain prese or paracl of band being and lying in said Sciluste, and bounded as follows Beyin . -ming at the South West corner of Golly Curties's land, and South Cast." corner of my field on the Northerly side of this highway leading from. Samuel Browns to my land and running North sighty two degrees

Cast in line of said Heylway one rod to a stake, thenee Norths twenty and one fourth degrees bast in line with my land, thinteen rods and eighteen links to a stake, thence South sirty nine und three fourth degrees bast in a line with my land three rods to a stake in Polly Euritis land, thence South twenty eight and a half degrees West in said Polly's line thereen rods and souther links to the first bounds containing twenty six and refor Prods of land. Gotbave and to Poold the above granted premises, with all the privale

-es and appuntenances thereto belonging to the said Sown of Sectueto & it's Inhabitants thereof, and their heirs and afsigns to their use and be. hoof forever. And I the said Howard White for my self and my heres executions and administrators do covenant with the said your of Certuic and the Inhabitants thereof heirs and afsigns that am lawfully sitzed in fee semple of the afore granted premises, that they are free from all incumbrances. That I have good right to sell and convey the same to. The said your of Partuale heirs and afsigns forever as a foresaid; and that I will and my heirs, executors and administrators shall Marrant (and Defend the same to the said Sown of Saituate and Inhabitants (and afsigns forevor against the lawful claims and demands of all persons An abitress whereof, I the said & Coward White and Strachal White my wife who hereby for the consideration aforesaid releases her right of Dower in the premises above described; have herewits set our hands and seal this sixteenthe day of January in the year of our Good Que thousand Bight hundred and fifty One Signed sealed and delivered informer Howard White's (Geal) of, John Beal Stachel White (Seal) Thy mouth for Secturate, January 16. 1851 Then personally appeared The above named Howard Mute and asknowledged the above motion ment to be his free act and Deed before me ohn Beal Justice of the Peace Received farming 15th 185 18 Recorded Mm S. Russell Thegis ton

White (a Vinal

"Cnow all more by these presents' What I Howard White of beituate County of Stymouth State of Mapsachusetts yerman In consideration of Geven hundred Dollars paid by Hering & Vinal of Saituste, County and State aforesaid Marinen the necessit where of is hereby acknowledged do hereby give great, bargain, selland conney write the said Henry Vinal his heirs and alsigns forever about this teen acres of Still and justice land, with the buildings thereon standing lying and being in Sectuate aforesaid near the Harbor I is the same whereon I now reside Bounded Southery by the shigh way cending from Henry Demons to The Harbor, Westerly by my,

16% or administrators, shall pay unto the said Holling sworth his heirs, excen-- tors administrators or ofsigns, the sum of Gwo hundred dollars in three years from date with interest then this deed, as also a Note bearing even date with these presents whereby I am to pay to the said Ofolling worth the said sum and and interest at the time aforesaid, shall both be absolutely void. to all intents and purposes . -In withefs whereof, Ithe said Joseph & Doane and Susannah Doane wife of said foseph who hereby releases all right of Down in the hremises have herewinto setour hands and seals this eleventhe day of Manch in the year of our bord one thous and eight hundred and fifty one. Executed and delivered in presence ofus Joseph to Doane (Seal) - Geo 13. Standish Dymouth Jo Olymouth March 11, 1851. Then personally appeared the within named Joseph & Doane and acknowledged the within instrument to be his free act and Deed; before me les DB. Standish Justice of the Seace . Received Marsh 11 1851 Decorded MM S. Aussell Auguster Cartis Y OGnow all men by these presents That Polly Curtis of Cecturite, alo County of Bymouth Stale of Mafsachusetts Single woman concosid. 3. evation of Shirty five Dollars find by the Inhabitants of the Cours of Jown of Iciticate 3 Scituate in the County and State aforesaid The reacifit where is hereby acknowledged, do hereby give, great, bargain, sell and convey unto the saw Your of Veituates and the inhabitants there of forever a certain fice of land, lying in the said Partuate bounded as follows, beginning at the Porthwest corner of the land that the town recently purchased of Bow and White for a school house lot (in part) on the Northery side of the highway leading from Gamuel Browns to the said Whites, and running North twenty eight and half degrees last in a line of the land recent by hurchased by the said Your of the said Howard for a School lot (in part ) thirteen rods and sixteen links to a stake, in the North Cast armen of said School house lot, thence South twenty and one fourth degrees West in said Polly's line twelve rads twenty three and half a links to the highway thence North eighty five and a half degrees West by the said high two rods, two and half links to the first mentioned, containing thirteen and 28/100 rods of my land, which makes ( with what the town purchased of Howard White | the present School House lot for District Nonine -Do Have and to Hold The above granted premises, with all the privileges . and appointenses there to belonging to the said town of Saituate and them. heirs and afsigns, to their, use and behoof forever. And I thersaid Volly . Curtis do for myself and my heirs executors and administrators do cove nant with the said Sown of Sectuate their heirs and afrigns, that I am lawfully suzed in fee simple of the afore granted premises, that they

16%. are free from all incumbrances. Shat I have good right to sell and convey the same to the said Your of Scituate their heirs and afrigns forever as aforesaid; and that I will and my heirs, executors and administrators shall Harrant and Defend the same to the said your of Partuate their heirs and afrigns forever, against the lowful claims and demands of all persons . In witness whereof I the said Polly Curtis have herewrite set my hand : and seal this twenty second day of January in the year of our bord one thousand eight hundred and fifty one. Tolly & Curtis (Geal) Figned sealed and delivered in presure of, John Beal mouth for January 22? 1851 Then personally oppeared the above named Tolly Quertis and asknowledged the above instrument to be her free at and Before me John Beal Justice of the Deace Dred; \_ Received March 11th 1851 & Recorded Mm S. Aussell agentin Homow all men by these present, What I Elijah Souther Jun of Houte South en & in the County of Stymouth Chipumpht, in consideration of Five hundred to me paid by James Trice of Hungham in the County of Stymouth Price Cordivainer, for and on account of his wife Toebeaca Frice the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell, and convery winto the said Rebeces Trice her heirs and afsigns forever a piece of land with a dwelling house thereon, situated on Deworth Street in said Hingham, bounded as follows, commencing at the North Casterly enner on Deavith Street thene running South 27.º 15' West three rods and four tenths of a rod bounding Casterly on land of the heirs of Daniel Souther thense North 15° West, three rods and fifty five one hundrighthe of a mode to land of Benjamin Souther bounding Southerly on Olijah Southers land thence North 26° Cast four rods and five one hundretthe of a nod bound isig Westerly on land of Banjamin Souther thene on Leavet Street three vods and sit terithis of a rod to the point started from " always reserving to/ Clijah Souther and / legal representatives the right of paping and repas sing from Deavit Street acrofs the above granted premises to his ) and. djoining on the South side, with loaded teams and otherwise for the huspose of cultivating and improving his / said land with all the nights houseleges and appointenances to the premises belonging Do Hoave and to Hold; the afore granted premises, with the privileges and appurtenances thereto belonging to her the said Debesen Trise her heins and afsigns, to her and their use and behoof forever. Shed I the said Objah Gouther June for myself and my heirs, executors and administrators, de come. nant with the said fames Trice & Roberen Fries her heins and gligns; that I am lawfully served in fee of the afore granted premises, that they are free of all incumbrances, except the right of way aforesaid . That I have

# **ABSOLUTE AUCTION** Wednesday, March 30th at 11am On-site

On Behalf of the Town of Scituate, MA Selling to the Highest Bidder, Regardless of Price

Property Tour: Wednesday, March 23 (11am-1pm)

# 27 Brook St., Scituate, MA 5,000± sf. Former Senior Center on .5± Acres Access from Brook St. & First Parish Rd.

Starting as a schoolhouse in 1852, the property was repurposed to a Fire Station c. 1917 with side sections added twenty years later and most recently home to the Council on Aging until February, 2021 in advance of the grand opening of the new community campus Senior Center. Neighboring Town conservation, back parking lot entry is across Satuit Brook culvert which runs the width of the property.

Town Appraised Value (10/21): \$690,300 RE Tax Assessment: \$652,700

Site Area: .5± acre (21,780± sf.)

Zoning: R-3, portions in Watershed Protection District & FEMA Flood Zone with any potential residential use per zoning to be restricted to a maximum of 2 units per Town

Paved Parking: Front 5± spaces wide including 2 handicap, larger back lot is accessible off First Parish Rd. only

Building: 4,994± sf. 1-2 story on slab with decorative roof cupola

1<sup>st</sup> Fl.: 3,150± sf. open layout minimally built out with 3 offices, 2 restrooms, kitchen & foyer 2<sup>nd</sup> Fl.: 1,652± sf. finished, 192± sf. unfinished HVAC: Oil-fired hot water heat, central a/c

Utilities: Town water & sewer, gas available at street

Legal Ref.: Plymouth County Bk 241 Pg 167 (1851)

Parcel ID: 50-6-0-A

#### Terms of Sale:

10% certified deposit of which \$10,000 (minimum) in certified or bank check with the balance of the 10% deposit in the form of a personal check both due at the auction. Balance in 30 days. 3.2% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

Property Information & Full Terms at:

ATE-A

www.JJManning.com

800.521.01 179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 3184 • Brochure 1744 • Ref 22-1957

# PROPERTY INFORMATION 27 BROOK ST., SCITUATE, MA

# **ABSOLUTE AUCTION**

Selling to the Highest Bidder, Regardless of Price

# Wednesday, March 30 at 11am On-site Surplus Property to be Sold on Behalf of the Town of Scituate 5,000+/- sf. Former Council on Aging on .5+/- Acres Access from Brook St. & First Parish Rd.

Property Tour: Wednesday, March 23 (11am-1pm)

Starting as the Brook's Street Schoolhouse in 1852, the property was repurposed as the Harbor District #1 Fire Station by 1917 with side sections added around 1937 & later interior updates. The property was most recently home to the Council on Aging until February, 2021 in advance of the grand opening of the new community campus Senior Center at the site of the former Gates School. The back parking lot entry is across Satuit Brook culvert which runs the width of the property.

**TOWN APPRAISED VALUE (10/21): \$690,300** 

**RE TAX ASSESSMENT: \$652,700** 

SITE AREA: .5+/- acre (21,780+/- sf.)

FRONTAGE: 110+/- ft. with 60+/- ft. on Brook St. & 50+/- ft. on First Parish Rd. per Town estimates

ZONING: R-3, mostly in Watershed Protection District & FEMA Flood Zone with any potential residential use or development per zoning to be restricted to a maximum of 2 units per Town Select Board

**DEVELOPMENT RESTRICTION:** Any residential use per existing building and zoning laws to be restricted to a maximum of two units pursuant to a deed restriction that shall be in a form acceptable to Town Counsel and approved by the Scituate Select Board.

ACCESS EASEMENT: The property will be sold subject to an access easement granted to the Town for the Town owned neighboring .75+/- acre conservation parcel identified as #50-6-15R. PAVED PARKING: 5+/- spaces includes 2 handicap in front, 10+/- spaces in larger back lot accessible off First Parish Rd. only

NET BUILDING AREA: 4,994+/- sf.

DESIGN: 1-2 story on slab

EXTERIOR WALLS: Wood shingle, some brick

**ROOF:** Asphalt shingle adorned with a decorative wood cupola

**GUTTERS:** Yes

with decorative roof cupola

1<sup>ST</sup> FL.: 3,150+/- sf. open layout minimally built out with 3 offices (by non-loadbearing wall), 2 restrooms, kitchen & foyer

2<sup>ND</sup> FL.: 1,652+/- sf. finished, 192+/- sf. unfinished

HVAC: First floor only with oil-fired forced hot air & central a/c, 2 hot air furnaces, 30-gal. hot water tank, commercial gas stove

UTILITIES: Town water & sewer, gas available at street

RE TAX RATE (2022): \$12.62

RE TAXES (2022): \$8,237.07

LEGAL REF.: Plymouth County Bk 241 Pg 167 (1851)

PARCEL ID: 50-6-0-A

# PHOTO GALLERY 27 BROOK ST., SCITUATE, MA





MEMO

TO: Jennifer Lubaczewski, Scituate Council on Aging

FROM: Neil F. Duggan, Building Commissioner/ZEO

DATE: December 30, 1998

RE: Inspection of 27 Brook Street

On December 14, 1998, I inspected the second floor framing system in the Scituate Senior Center. It appears that the original steel carrying beams and wooden floor joists were not altered when the building was converted from a Fire Station to the Senior Center. The existing use of the second floor for light storage may continue.

Please be advised however, that any change of use involving the second floor or concentrated storage of heavy items will not be allowed until a structural engineer has determined the exact loading capacity of the second floor framing system. In addition, the existing egress stairwell is inadequate if the use of the second floor is changed or intensified.

cc: Richard Agnew, Town Administrator

## TOWN OF SCITUATE

SELECT BOARD



600 Chief Justice Cushing Hwy. Scituate, Massachusetts 02066 Telephone (781) 545-8740 Fax (781) 545-8704

To Whom It May Concern:

At the February 15, 2022 Select Board meeting, the Board voted the following regarding the property at 27 Brook Street, Scituate, MA:

Residential density restrictions: Move that the Select Board declare the property at 27 Brook Street (old Council on Aging) as surplus and further to authorize its disposition by public auction with the restriction that any residential development of the property include no more than two units. Further that said restriction be included in all offering documents, announced at the auction, reflected in the purchase and sale agreement and included in the deed to the successful bidder.

Motion by Mr. Vegnani second by Mr. Goodrich Ms. Curran against Motion passes (4-1)

Roll Call Vote: Ms. Connolly - yes Ms. Canfield - yes Mr. Goodrich - yes Ms. Curran - no Mr. Vegnani - yes

If you have any questions please contact the Select Board office.

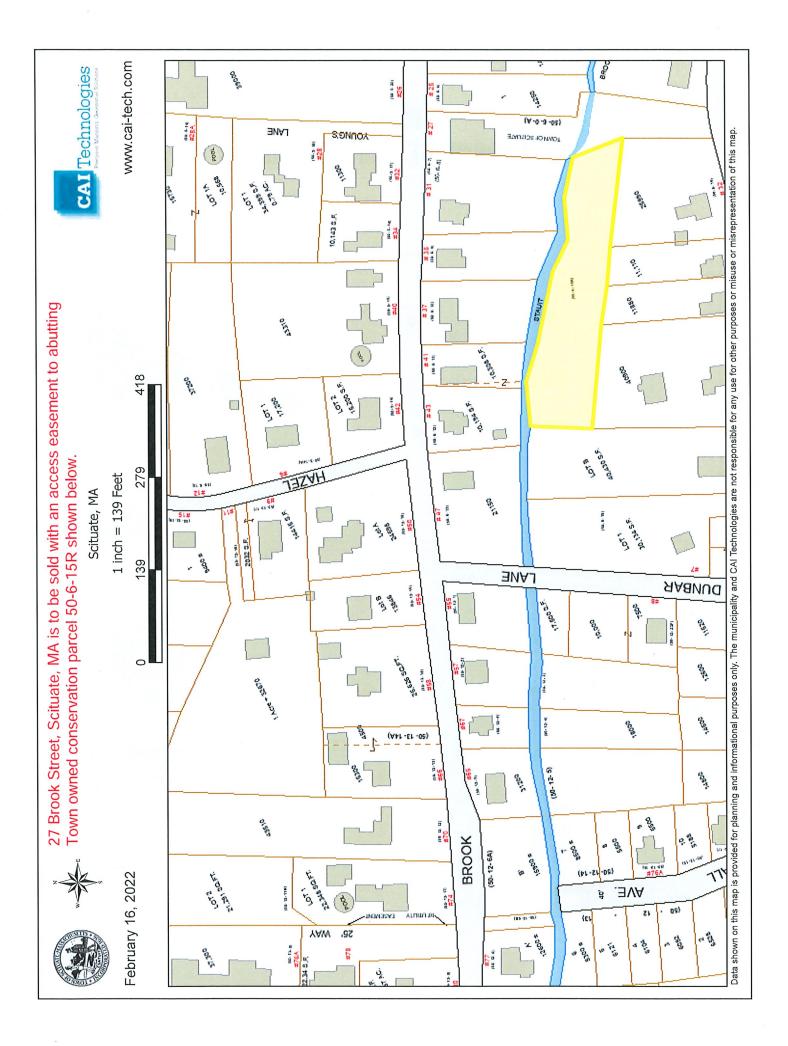
## **Lorraine Devin**

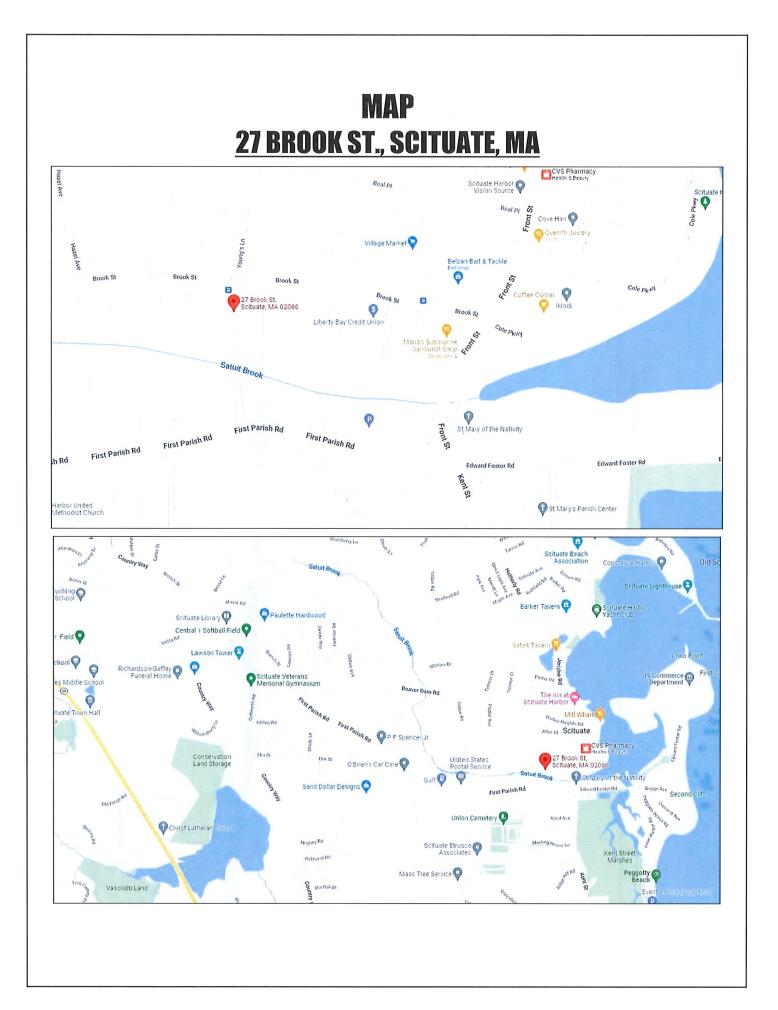
Executive Assistant Select Board/Town Administrator Office Town of Scituate devin@scituatema.gov

www.scituatema.gov

01 600 Chief Justice Cushing Highway, Scituate, MA 02066









THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE President Phone: 800-521-0111 Fax: 508-362-1073 JJManning.com auctions@JJManning.com

Let JJManning Auction your Valuable Real Estate

Marketing | Experience | Integrity | Results

JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.

Call or Visit <u>JJManning.com</u> for a Free Consultation!

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## ATTACHMENT C: CERTIFICATIONS Page 1 of 3

#### CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies, on behalf of the named proposer, under penalties of perjury, that this proposal has been made and submitted in good faith and without collusion or fraud with any other person, and that the proposer has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, the undersigned certifies under the penalties of perjury that throughout the duration of any contract made in connection with the proposal, it will not have any financial relationship with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Signed

3/31/22

Date

Justin J. Manning, President

Name and Title

NAME OF BUSINESS: JJManning Auctionees

## **ATTACHMENT C:** CERTIFICATIONS Page 2 of 3

#### TAX CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, the undersigned, acting on behalf of the Contractor, certifies under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and

remitting child support\* \*\*Signature of Individua

04-2643404

\*\*\*Contractor's Social Security Number Or Corporate Contractor Federal Identification Number

Pres Corporate Officer

Date: 3/31/22

NAME OF CONTRACTOR:

(Mandatory, if applicable)

By:

# JJManning Auctionaess

## TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employses and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

JJ Manning Auctioneers Name of business <u>179 Rate GA, Yarmathport</u>, MC 02675 Principal Place of Business

800-521-0111

Phone/Fax

3/31/22

Date

## ATTACHMENT C: CERTIFICATIONS Page 3 of 3

CERTIFICATE OF AUTHORITY

## CERTIFICATE OF AUTHORITY (For Corporations/LLC's/LLP's/Entities Only)

At a duly authorized meeting	of the Board of Directors/Members/Partners o	fthe
	(Name of Entity) held on_ <u>3/31/22</u> vere present or waiv <u>e</u> d notice, it was voted tha	
	_(Name) the	
company be and he hereby is	authorized to execute contracts and bonds in t	the name and behalf of said
company, and affix its Corpor	ate Seal thereto, and such execution of any co	ntract of obligation in this
company's name on its behalf of such <i>Pre 31' den +</i> (Officer) under seal of the company,		
shall be valid and binding upon this company.		
A TRUE COPY, ATTEST:		
	(Signature/Title)	
Place of		
Business:	179 Reate 6A Varmathport, MA C12672	
	Yarmathport, MA 02612	)
	Progridont (Title) of the	
1) (gunine triction	(Title) of the (Name of Corporation) that	in T. Manaina
(Officer, Name) is duly elected $\underline{Pres}$ , $duf$ (Title) of said company, and the above vote has not		
been amended or rescinded and remains in full force and effect as of the date of this contract.		
	i l	
(Signature/Title)	Preg.	
(Signature/Title)		
_ Justen J. J	Janning MegiclonA	
(Typed Name/Title)		
3/31/22		
(Date)		
Subscribed and sworn to befo	re me (Corporate Seal)	
If applicable (i.e., not necessa	ry for sole proprietorships or partnerships)	ULLIVAN MILLINA SULLIVAN
this <u>31</u> day of <u>March</u>		
this <u>31</u> day of <u>11 kran</u>	<u>, 20</u> 38	
month	(Notary Seal)	
Notary Public		ANDOWNEALTHS. COMET
My Commission Expires	miny 22, 2027	

Request for Proposals

**Auctioneer Services** 



ATTACHMENT D

# REFERENCES



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JJ Manning

# **AUCTION REFERENCES**

 Jacqueline Boudreau, CMMT, CMMC Treasurer/Collector
 Town of Mansfield, MA
 6 Park Row
 Mansfield, MA 02048
 Phone: (508) 851-6425
 Fax: (508) 851-6474
 jboudreau@mansfieldma.com

2) Gregory W. Barnes
Director of Budget & Finance / Treasurer
Town of Dartmouth, MA
400 Slocum Road
Dartmouth, MA 02747
(P) 508-910-1802
gbarnes@town.dartmouth.ma.us

3) Blair Bailey, Esq.
City Attorney
City of New Bedford, MA
City Hall
New Bedford, MA
Tel: 508-979-1429
Blair.Bailey@newbedford-ma.gov

4) Anne Kakley Administrative Assistant **Town of Fairhaven, MA** Selectmen's Office 40 Center Street Fairhaven, MA 02719 Tel: 508-979-4023 Ext. 101 akakley@Fairhaven-MA.gov

5) Philip Magnuson Records and Evidence Officer **Town of Yarmouth, MA** Yarmouth Police Department Phone: 508-775-0445 ext. 2136 pmagnuson@yarmouth.ma.us 6) Bill Jennings Town Treasurer/Collector **Town of Sandwich, MA** 130 Main St., Sandwich, MA 02563 (508) 888-02563 wjennings@townofsandwich.net

7) Richard A. Lavoie Director, Rural Housing Programs **USDA – Rural Development** MA/CT/RI 15 Cranberry Highway West Wareham, MA 02576 Tel: (413) 253-4328 <u>Rich.Lavoie@ma.usda.gov</u> Agency Cell: (857) 321-2699

8) Robert Cohen
Cohen Partners
(formerly dep director of DCAMM and MassDOT)
101 Tremont St STE 311, Boston, MA 02108
Tel: (617) 451-1114
E-mail: rnc@cohenpartners.net

9) Jessica Thomas CMMT Treasurer/Collector
Town of Freetown
3 No. Main St/PO Box 438 Assonet, MA 02702
Tel: 508-644-2202 x1602

Email: jthomas@freetownma.gov

10) Nancy Holt Finance Director **Town of Scituate, MA** Town Hall, Route 3A Scituate, MA Tel: 781-545-8811 Email: <u>nholt@scituatema.gov</u>

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ATTACHMENT E SIMILAR AUCTIONS PERFORMED



Please see the relevant section of Attachment A.

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ATTACHMENT F

**STAFF DESCRIPTION** 



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# **MUNICIPAL RESUME OF COMPANY PRESIDENT**

# JUSTIN J. MANNING, CAI, AARE



Justin J. Manning joined the family firm fulltime in 1993 after graduating with a degree in Marketing from Babson College. Justin has served as lead auctioneer, Chief Financial Officer and Director of Marketing in his tenure. He has managed many of the firm's 16,000+ successful real estate auctions during his 27+ year career. Justin's largest transaction was the successful auction sale of Burlington Woods in Burlington, MA for \$33,000,000 to the Davis Cos. He is licensed to sell real estate conventionally but focuses on the auction method of sale of both commercial & residential properties. JJManning Auctioneers specializes in the auction sale of commercial properties, estates, unique & "trophy" residential real estate, condo & apartment complexes, subdivisions, hotels & motels, golf courses, shopping centers, & land. Justin's company motto is: "Hard-Hitting Marketing & Results with Integrity!" JJManning Auctioneers was voted "BEST AUCTIONEER" by Banker & Tradesman in 2013, 2015, 2016, 2017, 2018, 2019, 2020 & 2021 as well as "BEST REAL ESTATE AUCTIONEER" by the readership of Lawyers Weekly in 2017, 2018, 2019 & 2020.

## **EDUCATION & DESIGNATIONS**

Babson College, B.S., Marketing Choate Rosemary Hall Prep, Wallingford, CT Certified, Auctioneers Institute (CAI) Accredited Auctioneer, Real Estate (AARE) U.S. Bankruptcy Court – Real Estate Auction Expert Massachusetts Notary Public

#### **LICENSES**

Licensed Auctioneer: Massachusetts, Rhode Island, New Hampshire, Florida Licensed Real Estate Broker: Massachusetts, Connecticut, New York Licensed Real Estate Salesperson: Rhode Island Notary Public

## MEMBERSHIPS

Corporator on the Board of The Cooperative Bank of Cape Cod Board Member of The Cooperative Bank of Cape Cod Charitable Foundation Trust Auction Marketing Institute (AMI) National Auctioneers Association (NAA) Massachusetts Auctioneers Association (MAA) National Association Realtors (NAR) Babson College Alumni Network

## **VOLUNTEER WORK**

Charity Auctioneer – Numerous Non-Profit Organizations & Schools Board Member – Sandwich Youth Basketball Coach/Volunteer – Sandwich Youth Basketball

JJ Manning AUCTIONEERS

# JJMANNING AUCTIONEERS TEAM

Justin J. Manning President/CFO CAI, AARE justin@jjmanning.com

Marla Sullivan Gonet VP/GM marla@jjmanning.com

Samantha Kovach VP of Marketing samantha@jjmanning.com

Paul J. Herrick Account Executive/Auctioneer/Broker paul@jjmanning.com

> William T. Gibbons Account Executive <u>bill@jjmanning.com</u>

Edward Benson Auctioneer auctions@jjmanning.com

Charles D. Gill VP of Sales - North Region charlie@jjmanning.com

Dennis P. Lydon, Esq. VP of Sales - South Region dennis@jjmanning.com

Lawrence Mahoney Auctioneer auctions@jjmanning.com

Lynn Mahoney Photographer/Salesperson lynn@jjmanning.com

Jack Manning Account Executive jack@jjmanning.com •

# WHY SHOULD THE CMRPC SELECT JJMANNING?

- Our experience level is extremely high in the industry. JJManning has sold municipal assets on the federal, state and local level for over 42 years. Some of the premier assets we've auctioned include Foxboro State Hospital, Lakeville State Hospital, Bradford College, NSTAR's Cannon Station, etc.
- There will be full transparency in our auctions. The bidders will compete to the last and highest bid and the properties will be sold to the highest bidders.
- This competitive bidding insures that no money is left on the table for The CMRPC.
- There will be no upfront charges to the CMRPC. JJManning will expend marketing dollars on the town's behalf (budget attached).
- There is strength in our marketing. We will reach out to a buyer pool of investors, abutters, brokers, builders, etc. not to mention our unparalleled mailing lists and email lists which reach over 33,000+.
- The CMRPC will be in control with respect to the timing of the sale, the closing of the sale and the terms of the sale. JJManning will extend any professional advice that the CMRPC desires.
- In these auctions, where the premiums are paid by buyer and the auctioneer fronts the advertising, there are essentially no hard costs to the CMRPC.
- The properties are sold "as is, where is, with all faults" and "subject to all laws and ordinances." This means no contingencies for financing, inspections, etc. The only contingency is that the CMRPC delivers clear title, period.
- Historically, JJManning's real estate auctions are used to close budget gaps for municipalities from a town/city, to the state level (DCAM) and even up to a federal level (FDIC). Most recently, JJManning sold 10 Homes across the state of MA for the USDA in a federal auction. Public perception for the constituency will be that this process is being used to raise capital vs. serious job cuts or other non-popular cost cutting strategies.
- It's important to know that the Commonwealth of MA DCAMM (Division of Capital Asset Management) only moved \$5M worth of state owned assets in 10 years (1992-2002). JJManning's auctions for DCAMM generated over \$20,000,000 in just 2.5 years (2002-2005) and DCAMM won a Better Government Award for the auction program headed by us. Click here to read: (http://jimanning.com/news\_press\_item.cfm?id=5)
- Your auctions will not be a JJManning Auction, rather they will be a CMRPC Real Estate Auction event conducted by JJManning as the designated auction marketing professional. The CMRPC will win in 4 ways and JJManning will push the message:
  - 1. One time infusion of the sale dollars achieved.
  - 2. Carrying costs are ended.
  - 3. Properties go back on the tax roll.
  - 4. Properties get developed v. sitting there as an eyesore.

As President of the leading real estate auction firm in the Northeast US, I know that JJManning Auctioneers will maximize returns for the CMRPC. We appreciate your time and look forward to speaking with you. Please contact me if you need clarification on any of the points addressed in this response. Thank you.

Sincerely,

Justin J. Manning, CAI, AARE President JJManning Auctioneers Yarmouthport | Boston <u>www.JJManning.com</u> Banker & Tradesman Best Auctioneer 2013, 2015, 2016, 2017 – JJManning MA Lawyers Weekly Best Auctioneer 2017, 2018 – JJManning

## ATTACHMENT B:

### FEE PROPOSAL FORM

### PAGE 1 of 2

The undersigned Proposer certifies under penalties of perjury that this Fee Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "Person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the RFP, including the attached forms, and it proposes and agrees that it will contract with the Towns to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

#### Attached to this Form is the fee breakdown.

The Proposer certifies that the information contained in this Fee Proposal is current, truthful and complete.

Dated this <u>31</u> day of March 202?		
Signature of Proposer:		
Name of Proposer:Auctioneers		
State of Incorporation:		
Business Address: 179 Rowte GA, 2ND Floor		
City/State/Zip: Yarmeuthport, MA 02675		
Telephone: 800 - 521 - 0111		
Email: justin @ jjmanning, com		

If this Proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If the proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

# ATTACHMENT B: FEE PROPOSAL FORM PAGE 2 of 2

I/we JJManning Auctioneers, agree to provide all services

(Name of firm or appropriate individual)

requested under the above referenced RFP to the Central Massachusetts Regional Planning

Commission on behalf of the participating Towns, for a set fee of:

Six and one quarter of one percent (6.25%) Percentage of gross auction proceeds (Buyer's Premium) (State fee in words) Signatur Justin J. Manning Name of Person Signing Proposal JJManning Autioneer Name of Firm 3/31/22

Date



Liquidity Services Operations LLC

Providing government-exclusive online auction services since 2001 100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117

March 21, 2022

Connor Robichaud Regional Projects Coordinator, Central Massachusetts Regional Planning Commission Via email: <u>crobichaud@cmrpc.org</u>

## Re: RFP for Auctioneer Services- Tax Title Foreclosure

Dear Connor Robichaud:

We thoroughly reviewed the Request for Proposal in the hopes that our company could provide you with a responsive proposal for our online auction platform, www.GovDeals.com. However, given the specifications requested, we are unable to be responsive to this solicitation. Having said that, we would like to point out that GovDeals has partnered with numerous U.S. governments to sell surplus real estate as well as Tax Foreclosure properties resulting in \$4.2MM in Tax Foreclosure property sales and \$5.4MM in agency-owned property.

Given the safety concerns with the COVID-19 pandemic, numerous counties in State turned to GovDeals to help with Tax Sales as live auctions were canceled. By hosting their tax-sale auctions online with GovDeals, they avoided losing their auction revenue while still maintaining government-mandated guidelines and protecting their employees.

With GovDeals, you are in control of your sales and your options are almost limitless. GovDeals offers a Tiered Auction solution in which you can limit the bidders by type. For example, you might hold an auction for only your residents. Any properties that didn't sell could then be offered at a subsequent auction to bidders only in your state. And, as a final offering, unsold properties could be sold to a national audience. Each new auction would require almost no additional effort and would provide you the opportunity to both sell the properties locally, while reaching a new audience of online bidders. If there are any properties that don't sell, you can hold them in the system for the one year right of redemption and then offer them online the next year with little to no additional effort.

With GovDeals, you'll have full transparency through secure auditable reporting of your sale items, the number of bids received, date and time of each bid, and the names of winning bidders. These real-time reports will provide you peace of mind that your process is indeed compliant with your tax-sale policy. Additionally, the most recent 12 months' GovDeals online auction results may be viewed by anyone searching at GovDeals.com.

With real estate-specific marketing that targets buyers and a bidder database of over 4 million prospective buyers, you can be assured there is no opportunity for collusion or other unwanted practices. GovDeals can also help write press releases to showcase your tax & foreclosure sales success – delivering good press for your agency.

There are a substantial number of aspects to determine what makes a superior auction services provider, but it doesn't have to all fall on your shoulders...GovDeals is here to help! Our representatives look forward to speaking with you soon to discuss how to improve your agency's tax-sale sales process while maintaining compliance with your statutory requirements.

Very respectfully submitted,

Elie Aboukhater

Elie Aboukhater – Business Development Manager eaboukhater@govdeals.com/ Phone: 351-215-8013