

# TAX DEEDED PROPERTY IN SWANZEY, NH at PUBLIC AUCTION

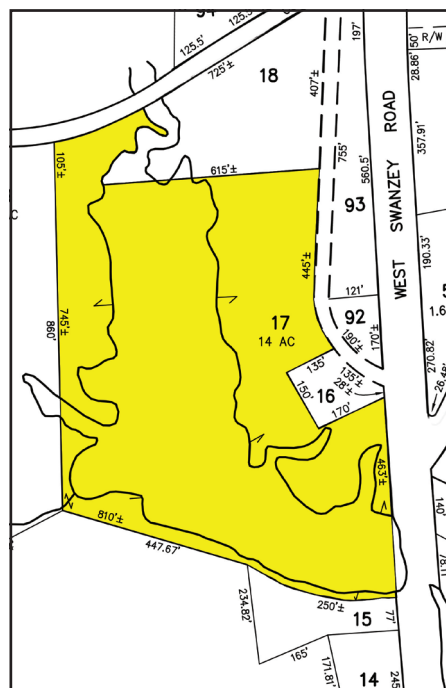
Thursday, December 10, 2020 at 2:00 PM

## 14± ACRES ALONG ROUTE 10

Map 71, Lot 17, Cobble Hill Road, Swanzey, NH

~ SALE TO BE HELD ON SITE ~

**ID#20-228.** We've been retained by the Town Of Swanzey to sell at PUBLIC AUCTION this 14± acre parcel with large shed that was acquired by tax deed in 2012. This partially wooded property has 250± FF along Cobble Hill Road, 463± FF along Route 10 and has California Brook flowing through it as well as a large pond. Location affords easy access to shopping and is just minutes from Keene. Zoning is Business District. Assessed Value: \$40,900. 2019 taxes: \$1,054.



**TERMS:** \$2,500 deposit on day of sale, additional deposit that when combined with original deposit will equal 10% of bid price due within 5 days from sale, balance due within 45 days. All deposits by cash, certified check, bank check, or other form of payment acceptable to the Town of Swanzey. Conveyance by Release Deed. Other terms may be announced at time of sale.

**DIRECTIONS:** From the rotary at Jct. 101/12/10 in Keene, take Route 10 South for 4.8 Miles, turn right at # 819 West Swanzey Road, (follow signs) stay right, then straight ahead to auction site (behind #813 West Swanzey Road).

**AUCTIONEERS NOTE:** The sale is subject to the Town of Swanzey retaining two easements on the property; one for a Bridge Structure and the other for a Fire Pond.

**PREVIEW:** The property is marked, a drive-by is recommended.

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

*All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to buildability/non-buildability, ability to obtain title insurance and financing, and all matters they deem relevant.*

**James R. St. Jean**  
AUCTIONEERS

45 Exeter Road, Epping, NH 03042, NH Lic. #2279

603-734-4348 ■ [www.jsjauctions.com](http://www.jsjauctions.com)

Real Estate Auction Purchase Agreement

Seller: Town of Swanzey  
620 Old Homestead Highway  
P.O. Box 10009  
Swanzey, NH 03446-0009

Buyer : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate: Tax Map 71, Lot 17, Swanzey, New Hampshire

Dated: \_\_\_\_\_

For consideration paid, Buyer and Seller agree that:

1. Description of Real Estate. Seller agrees to sell and convey and Buyer agrees to purchase, upon the following terms, the Seller's interests in real estate, with all buildings, fixtures, improvements and appurtenant easements, on Cobble Hill Road, Swanzey, Cheshire County, New Hampshire, known as Tax Map 71, Lot 17, acquired by tax deed dated April 20, 2012, recorded at Book 2746, Page 274 (the "Real Estate").

2. Accepted Bid Price; Payment Terms. Seller hereby acknowledges receipt of \$2,500.00 from Buyer, as a down payment for the purchase of the Real Estate (the "Initial Down Payment"), Buyer being the highest bidder at the real estate auction, with a bid of \$\_\_\_\_\_. Buyer agrees to pay by certified check, bank treasurer's check, or other check satisfactory to Seller, or by wire transfer to Seller, A) a deposit equal to 10% of the accepted bid price minus the Initial Down Payment (with the Initial Down Payment, the "Deposit"), within five days from this date, and B) the balance of the accepted bid price, within forty-five days from this date.

3. Closing. The Real Estate shall be transferred on the closing date, which shall be no later than forty-five days from this date (the “Closing”). The closing shall be held at the offices of the Seller at 10:30 a.m. on the closing date, or at such other time and place as the parties may agree.

4. Deed. On the closing date, Seller will give a release deed, with no covenants of title, for the Real Estate to Buyer or its nominee, excepting and reserving the easements described on Exhibit A (the “Reserved Easements”).

5. No Financing Contingency. This Agreement is not subject to Buyer’s obtaining financing. Buyer represents and warrants to Seller that it has sufficient cash or financing to complete the purchase of the Property on the terms and conditions contained in this agreement.

6. Conditions. Buyer’s obligations to purchase the Real Estate is subject to the following condition.

A. Title. Buyer, at its expense, may examine the title to the Property. Buyer shall give Seller prompt notice of any defects in title that make title unmarketable, except for (i) existing tenancies and any easements for utilities servicing the Property, (ii) the Reserved Easements, and (iii) the Town’s acquisition of the Property by tax collector’s deed (the “Tax Deed Exception” and collectively with the other exceptions, the “Permitted Encumbrances”). Seller is not required to, but shall have a reasonable time, not to exceed thirty days, to remedy any such defect. If Seller is unable to provide marketable title, subject to the Permitted Encumbrances, Buyer may rescind this agreement within thirty days of this Agreement, as Buyer’s sole remedy.

7. Possession. Possession of the Real Estate, subject to the Permitted Encumbrances, shall be delivered to Buyer at the Closing.

8. Taxes, Utilities. Taxes and all utilities shall be apportioned as of the closing date.

9. Risk of Loss. Risk of loss from any cause shall be upon Seller until the transfer of the Real Estate.

10. Default. If Buyer defaults in the performance of its obligations under this Agreement, the Deposit may, at Seller's option, become the property of Seller as reasonable liquidated damages, and Seller may transfer title to the next highest bidder at the auction, without further notice to Buyer.

11. Prior Statements. All representations, statements and agreements previously made by the parties are merged in this Agreement, which alone fully and completely expresses their obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on its behalf.

12. Time of Essence. Time shall be of the essence of this Agreement.

13. Notices and Disclosures.

A. Notices. New Hampshire law (RSA 477:4-a) requires that the following notifications regarding risks associated with the ownership of any property:

(1) Radon. Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional

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

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

(3) Lead Paint. Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

B. Disclosures. Buyer acknowledges receipt of the following, and agrees that Seller has complied with all of the requirements of the following statutes:

(1) The Water Supply and Sewage Disposal Disclosure required by NH RSA 477:4-c and d and attached as Exhibit A.

(2) The Public Utility Tariff Disclosure Pursuant to NH RSA 477:4-h and attached as Exhibit B.

(3) The Methamphetamine Production Notification Pursuant to NH RSA 477:4-g and attached as Exhibit C.

C. Other. Seller makes no further representations and warranties; Buyer is purchasing the Real Estate in its current condition, AS IS.

14. Miscellaneous.

A. This instrument is a New Hampshire contract; sets forth the entire contract between the parties; may be cancelled, modified or amended only in writing signed by both Seller and Buyer; and may be signed in counterparts. A photocopy, facsimile copy, or electronic copy of a signed Agreement shall be given the same effect as a signed Agreement.

B. This agreement incorporates the terms and conditions as may be announced by Seller at the real estate auction.

[Signature Page Follows]

Signature Page to Real Estate Auction Purchase Agreement

Seller:

Town of Swanzev

By: \_\_\_\_\_

Buyer:

\_\_\_\_\_

By:

## Exhibit A

### **Water Supply and Sewage Disposal and Insulation Disclosure Pursuant to RSA 477:4-c, d**

Real Estate: Tax Map 71, Lot 17, Swanzey, Cheshire County, New Hampshire

I. Seller discloses the following information to Buyer regarding the water supply at the Real Estate:

- A) Type of private water-supply system: Unknown to Seller.
- B) Location: See above.
- C) Malfunctions: See above.
- D) Date of installation: See above.
- E) Date of most recent water test: See above.
- F) Unsatisfactory water test or water test with notations: See above.

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Real Estate:

- A) Size of tank: Unknown to Seller.
- B) Type of sewage disposal system: See above.
- C) Location: See above.
- D) Malfunctions: See above.
- E) Age of system: See above.
- F) Date of most recent service: See above.
- G) Name of contractor who services the system: See above.

III. Seller discloses the following information to Buyer regarding the insulation in the Real Estate: Seller is not aware of what kind of insulation exists for the Real Estate.



## Exhibit B

### Public Utility Tariff Disclosure Pursuant to RSA 477:4-h

Real Estate: Tax Map 71, Lot 17, Swanzey, Cheshire County, New Hampshire

I. Seller discloses the following information to Buyer regarding any metered public utility services at the Real Estate that Buyer may be responsible for paying as a condition of such utility service:

- A) Utility Service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 371:61: Unknown to Seller.
- B) Remaining Term: See above.
- C) Amount of Charges: See above.
- D) Estimates or Documentation of gross or net energy or fuel savings: See above.

**Exhibit C**

**Required Notification Pursuant to NH RSA 477:4-g**

Real Estate: Tax Map 71, Lot 17, Swanzey, Cheshire County, New Hampshire

Methamphetamine Production

Seller notifies Buyer that to its knowledge, without investigation, no methamphetamine production has occurred at the Real Estate.

Exhibit A  
to Purchase and Sale Agreement  
Reserved Easements

1. Easement for Bridge Structure.

A construction easement and permanent easement to construct and maintain a bridge structure and associated stone fill, as shown on a plan entitled .....

2. Easement for Fire Pond.

A permanent easement to construct, repair, rebuild and maintain to a fire pond at the southeast corner of the premises, and have access to the fire pond for fire and emergency purposes, as shown on a plan entitled "Fire Pond California Brook" on file with the Town of Swanzey Town Clerk.

Robert P. Marr  
813 West Swanzey Rd  
West Swanzey, NH 03469

0006279

2007 JUN -1 AM 9: 34

REC'D CHESHIRE COUNTY  
REGISTER OF DEEDS

*Lois J. Hill*

BK 2439PG0499

#### MAINTENANCE AGREEMENT

AGREEMENT made this 31st day of May, 2007 by and between Mary E. Beckwith of 813 West Swanzey Road, West Swanzey, Cheshire County, New Hampshire 03469 (hereinafter "Beckwith") and Richard J. Marshall and Nicole C. Johndro of 819 West Swanzey Road, West Swanzey, Cheshire County, New Hampshire 03469 (hereinafter "Marshall and Johndro"); and Robert P. Marr and Angela M. Venuti of 9 Highland Avenue, No. 7, Haverhill, Essex County, Massachusetts 01870 (hereinafter "Marr and Venuti").

WHEREAS, Beckwith is the owner of a certain parcel of real estate in West Swanzey, Cheshire County, New Hampshire being the second parcel as described in the deed of Ruth E. Beckwith to Mary E. Beckwith dated February 13, 1992 and recorded in Book 1414, Page 540 of the Cheshire County Registry of Deeds; and

WHEREAS, Marshall and Johndro are owners of a certain parcel of improved real estate located in West Swanzey, Cheshire County, New Hampshire as described in the deed of Mary E. Beckwith to Richard J. Marshall and Nicole C. Johndro dated March 18, 2002 and recorded at Book 1881, Page 160 of the Cheshire County Registry of Deeds; and

WHEREAS, Marr and Venuti own a certain parcel of improved real estate located in West Swanzey, Cheshire County, New Hampshire as described in the deed of Mary E. Beckwith to Robert P. Marr and Angela M. Venuti of near or even date and to be recorded herewith in the Cheshire County Registry of Deeds; and

WHEREAS, the above-referenced parcels of real estate share a common access from an old road or driveway known as Old Winchester Road; and

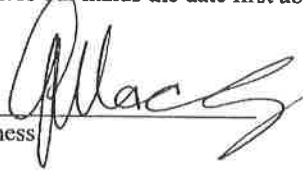
WHEREAS, it has become necessary and desirable to memorialize an agreement with respect to the maintenance of said Old Winchester Road.

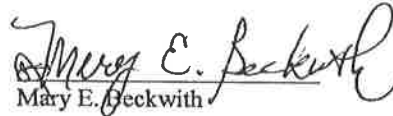
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NOW THEREFORE, in consideration of the mutual covenants herein set-forth and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The parties hereto shall have a mutual right and easement in common for ingress and egress by foot or by motor vehicle. The grantor reserves the right to be excluded from maintenance agreement costs if only accessing the parcel occasionally for maintenance or inspection as deemed necessary.
2. The parties hereto shall equally share all costs associated with the maintenance, repair and upkeep of said Old Winchester Road from West Swanzey Road, including, but not limited to, snowplowing and grading.
3. That the rights and obligations under this agreement shall inure to the benefit of, and be binding upon, the heirs, administrators, executors, successors and assigns of the parties, and shall run with the land.
4. This Agreement shall be recorded in the Cheshire County Registry of Deeds.

Witness our hands the date first above written.

Witness 

  
Mary E. Beckwith

Witness 

  
Richard J. Marshall

Witness 

  
Nicole C. Johndro

Witness 

  
Robert P. Marr

Witness 

  
Angela M. Venuti

STATE OF NEW HAMPSHIRE  
COUNTY OF Cheshire

The foregoing instrument was acknowledged before me this 31 day of May, 2007, by Mary E. Beckwith.

[Signature]  
Notary Public/Justice of the Peace  
My Commission Expires:

STATE OF NEW HAMPSHIRE  
COUNTY OF Cheshire

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 2007, by Richard J. Marshall.

JENNIFER A. HELSEL  
Notary Public - New Hampshire  
My Commission Expires July 14, 2009

[Signature]  
Notary Public/Justice of the Peace  
My Commission Expires:

STATE OF NEW HAMPSHIRE  
COUNTY OF Cheshire

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 2007, by Nicole C. Johndro.

JENNIFER A. HELSEL  
Notary Public - New Hampshire  
My Commission Expires July 14, 2009

[Signature]  
Notary Public/Justice of the Peace  
My Commission Expires:

STATE OF NEW HAMPSHIRE  
COUNTY OF Cheshire

The foregoing instrument was acknowledged before me this 31 day of May, 2007, by Robert P. Marr.

[Signature]  
Notary Public/Justice of the Peace  
My Commission Expires:

STATE OF NEW HAMPSHIRE  
COUNTY OF Cheshire

My Commission Expires November 2, 2010

The foregoing instrument was acknowledged before me this 31 day of May, 2007, by Angela M. Venuti.

[Signature]  
Notary Public/Justice of the Peace  
My Commission Expires:


Genevieve Mackenzie  
Justice of the Peace  
My Commission Expires November 2, 2010

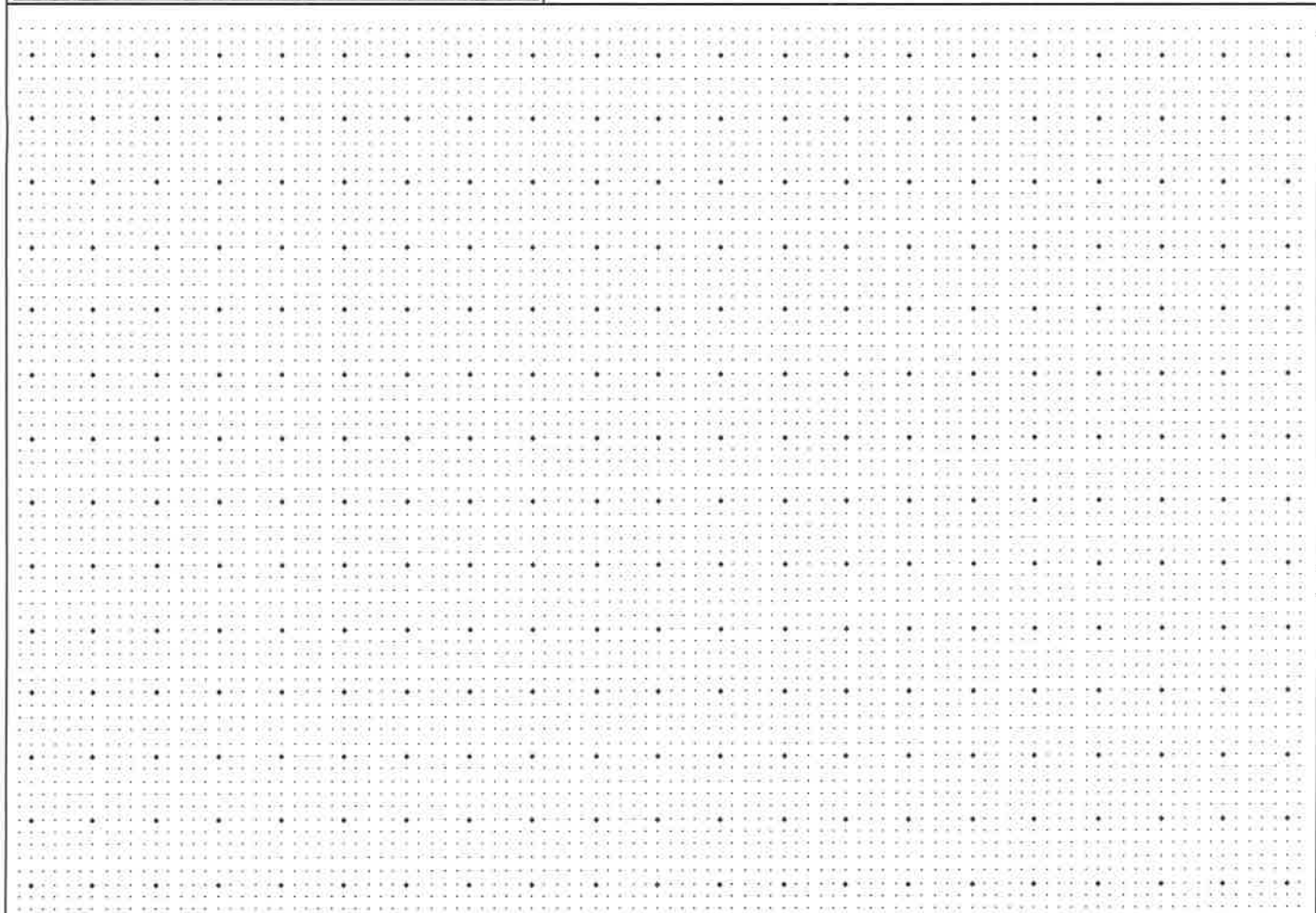
**ATTEST**  
**EVELYN S HUBAL**  
Cheshire Register of Deeds

OWNER INFORMATION			SALES HISTORY				PICTURE																				
SWANZEY, TOWN OF  PO BOX 10009  SWANZEY, NH 03446			<b>Date</b> 04/01/2012 07/10/1992	<b>Book</b>  1414	<b>Page</b>  540	<b>Type</b> U V 50	<b>Price Grantor</b> BECKWITH, MARY E																				
LISTING HISTORY			NOTES				MUNICIPAL SOFTWARE BY AVITAR  <b>SWANZEY ASSESSING OFFICE</b>  <b>PARCEL TOTAL TAXABLE VALUE</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Building</th> <th>Features</th> <th>Land</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$ 0</td> <td>\$ 2,000</td> <td>\$ 38,900</td> </tr> <tr> <td colspan="4" style="text-align: right;">Parcel Total: \$ 40,900</td> </tr> <tr> <td>2020</td> <td>\$ 0</td> <td>\$ 2,000</td> <td>\$ 38,900</td> </tr> <tr> <td colspan="4" style="text-align: right;">Parcel Total: \$ 40,900</td> </tr> </tbody> </table>	Year	Building	Features	Land	2019	\$ 0	\$ 2,000	\$ 38,900	Parcel Total: \$ 40,900				2020	\$ 0	\$ 2,000	\$ 38,900	Parcel Total: \$ 40,900			
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09/26/16	NT00	MEASUR+LISTED	COMM POTENTIAL, MOST LIKELY LITTLE RESIDENTIAL POTENTIAL OB1+2 ATT COBBLE HILL ACCESS THRU ROW TO RTE 10 LARGE POND TAX DEED 2012																								
05/31/12	VB55	INVENTORY CHANGE / MUN																									
11/08/11	VB55	INVENTORY CHANGE / 3.7 A																									
04/13/11	DK55	INVENTORY CHANGE / VISI																									
09/22/09	RM41	HEARING CHANGE																									
05/21/08	EF55	INVENTORY CHANGE / CU A																									
06/23/06	DK00	MEASUR+LISTED																									
06/28/04	TV53	FIELD REVIEW																									

EXTRA FEATURES VALUATION								MUNICIPAL SOFTWARE BY AVITAR																							
<b>Feature Type</b>	<b>Units</b>	<b>Lnth x Width</b>	<b>Size Adj</b>	<b>Rate</b>	<b>Cond</b>	<b>Market Value</b>	<b>Notes</b>	<b>SWANZEY ASSESSING OFFICE</b>  <b>PARCEL TOTAL TAXABLE VALUE</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Building</th> <th>Features</th> <th>Land</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$ 0</td> <td>\$ 2,000</td> <td>\$ 38,900</td> </tr> <tr> <td colspan="4" style="text-align: right;">Parcel Total: \$ 40,900</td> </tr> <tr> <td>2020</td> <td>\$ 0</td> <td>\$ 2,000</td> <td>\$ 38,900</td> </tr> <tr> <td colspan="4" style="text-align: right;">Parcel Total: \$ 40,900</td> </tr> </tbody> </table>				Year	Building	Features	Land	2019	\$ 0	\$ 2,000	\$ 38,900	Parcel Total: \$ 40,900				2020	\$ 0	\$ 2,000	\$ 38,900	Parcel Total: \$ 40,900			
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SLED-AVG	552		100	12.00	30	1,987	Year: 2004																								
<b>2,000</b>																															

LAND VALUATION											LAST REVALUATION: 2014			
<b>Zone:</b> BUSINESS <b>Minimum Acreage:</b> 1.00 <b>Minimum Frontage:</b> 125											<b>Site:</b> AVERAGE <b>Driveway:</b>		<b>Road:</b>	
<b>Land Type</b>	<b>Units</b>	<b>Base Rate</b>	<b>NC</b>	<b>Adj</b>	<b>Site</b>	<b>Road</b>	<b>DWay</b>	<b>Topography</b>	<b>Cond</b>	<b>Ad Valorem</b>	<b>SPI</b>	<b>R</b>	<b>Tax Value</b>	<b>Notes</b>
EXEMPT-MUNIC	1.000 ac	65,000	E	100	100	100	100	100 -- LOW	50	32,500	0	N	32,500	WET
EXEMPT-MUNIC	12.300 ac	x 2,000	X	93				100 -- LOW	25	5,700	0	N	5,700	TOPO/POND NO COMM
EXEMPT-MUNIC	0.700 ac	x 2,000	X	93				100 -- LOW	50	700	0	N	700	WET
<b>14.000 ac</b>										<b>38,900</b>		<b>38,900</b>		

PICTURE	OWNER	TAXABLE DISTRICTS		BUILDING DETAILS					
	<b>SWANZEY, TOWN OF</b>  PO BOX 10009  SWANZEY, NH 03446	<table border="1"> <thead> <tr> <th data-bbox="1121 105 1302 138">District</th> <th data-bbox="1302 105 1459 138">Percentage</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	District	Percentage			Model: Roof: Ext: Int: Floor: Heat: Bedrooms:      Baths:      Fixtures: Extra Kitchens:      Fireplaces: A/C:      Generators: Quality: Com. Wall: Stories:  <p style="text-align: right;">Base Type:</p>		
	District	Percentage							
PERMITS									
Date	Project Type	Notes							



BUILDING SUB AREA DETAILS

2014 BASE YEAR BUILDING VALUATION
Year Built: Condition For Age: Physical: Functional: Economic: Temporary:





FOR ASSESSMENT PURPOSES ONLY  
NOT FOR PROPERTY CONVEYANCES

PREPARED BY PHOTOGRAMMETRIC METHODS BY  
JOHN E. O'DONNELL & ASSOCIATES  
AUBURN, MAINE  
1974

CURRENT TO APRIL 1, 2019

**LEGEND**  
ADJACENT SHEET NO.  
COMMON OWNERSHIP  
DEVELOPMENT LOT NO.  
SCALED DIMENSION

12  
OR  
②  
±

PROPERTY MAP  
**SWANZEY**  
NEW HAMPSHIRE

REVISED & REPRINTED BY  
**CAI Technologies**  
Precision Mapping. Geospatial Solutions.  
11 PLEASANT STREET, LITTLETON, NH 03561  
800.322.4540 - WWW.CAI-TECH.COM

SCALE IN FEET  
0 200 400

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