# PUBLIC AUCTION

# (3) TOWN OWNED PROPERTIES IN DANBURY, NH SINGLE FAMILY HOME & VACANT LOTS Saturday, October 29, 2022 @ 10:00 AM (Registration from 9:00 AM)

Sale to be held at: DANBURY TOWN HALL, 23 High Street, Danbury, NH

**ID#22-206** • We have been retained by the Town of Danbury, NH to sell at PUBLIC AUCTION these (3) town-owned properties. These properties have a total assessed value of \$194,360 and appeal to first time homebuyers, investors, builders, or abutters.

## Sale #1: 714 Waukeena Lake Road (Tax Map 408, Lot 77)



1 story camp style home located on a 0.88  $\pm$  acre lot just over a mile from Waukeena Lake  $\cdot$  1964 built home features 480 $\pm$  SF GLA, 3 RMS, 1 BR, enclosed porch, carport, fireplace, detached shed and propane heat. Served by private well, septic will be required.  $\cdot$  Assessed Value: \$102,900. 2021 Taxes: \$1,852.

Sale #2: 88 High Street (Tax Map 201, Lot 26) 0.31± acre lot with foundation from fire located just off Rt.4 · Lot has multiple sheds and onsite well and septic · Assessed Value: \$49,640. 2021 Taxes: \$894.

Sale #3: Taylor Hill Road (Tax Map 410, Lot 37) 5.7± acre lot located just off Rt.104. Lot contains a garage in need of repair and is heavily wooded & relatively flat in topography · Assessed Value: \$42.000, 2021 Taxes: \$756.

### 10% BUYER'S PREMIUM DUE AT CLOSING

PREVIEW: Properties are marked - a drive-by is recommended.

**TERMS:** \$5,000 non-refundable deposit per property by cash, certified check/bank check or other tender acceptable to the Town of Danbury at time of sale, balance of purchase due within 45 days from the sale date. Conveyance by Deed, without covenants. Sales are subject to Town of Danbury confirmation. The Town of Danbury reserves the right to reject any and all bids. All properties sold "AS IS, WHERE IS" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant.

PLOT PLANS, PHOTOS, BROCHURE, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE







#### AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this <u>29th</u> day of <u>October</u> , 2022, by and between the Town of Danbury, a
municipal corporation organized under the laws of the State of New Hampshire, having a principal place of
business at 23 High Street, Danbury, New Hampshire 03230 (hereinafter referred to as the "SELLER"), and
the BUYER
having an address of
WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land
with the improvements thereon, located in Danbury, New Hampshire, known as:
Map:Lot:Address:
PRICE: The SELLING PRICE is \$
The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$
The BALANCE OF THE SELLING PRICE shall be payable at closing, and tendered in cash or certified
check in the amount of \$
<b>BUYER'S PREMIUM DUE:</b> The SELLING PRICE does not include the BUYER'S PREMIUM of tempercent (10%) of the SELLING PRICE, due to the Auctioneer at closing.
SELLING PRICE \$ at 10 % equals BUYERS PREMIUM \$

Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the Town's obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

**DEED:** The SELLER agrees to furnish, at its own expense, a duly executed DEED, without covenants, to the property.

**POSSESSION AND TITLE:** The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals and/or interests secured or inuring to the benefit of abutters, third parties or members of the general public, outstanding municipal charges for sewer, water or betterment assessments/connection or capacity charges for the same, or other matters of record which may impact the use of, or title to, the property, if any, including mortgages, equity lines of credit, liens, attachments, orders to cease and desist, and any State and Federal tax liens which have survived the Town's acquisition of the property.

**TRANSFER OF TITLE:** Shall be given on or before forty five (45) days after the date of this AGREEMENT. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be as designated by the SELLER and shall occur at Danbury Town Offices, 23 High Street, Danbury, NH. **Time is of the essence**.

### AGREEMENT AND DEPOSIT RECEIPT (Cont'd)

**TITLE:** If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by DEED without covenants. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

**LIQUIDATED DAMAGES:** If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close, SELLER reserves the unqualified right to sell the property to the next highest qualified bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

**ACKNOWLEDGES AND AGREES:** That the sale of the property as provided for herein is made on an "AS IS" condition and basis with faults, latent or patent.

**PRIOR STATEMENTS:** All representations, statements, and agreements heretofore made between the parties hereto are merged in this AGREEMENT, which alone fully and completely expresses the respective obligations, and this AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT. This Agreement shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

	ve-mentioned parties on the dates as noted below.	
TOWN OF DANBURY	BUYER	
By:	By:	
Its: Duly authorized	Its: Duly authorized	
Date:	Date:	
Witness	Witness	



Docket Number: 202100008417 Recorded in Merrimack County, NH

Susan Cragin, Register

BK: 3731 PG: 1755, 3/31/2021 1:56 PM

**RECORDING \$10.00** SURCHARGE \$2.00

### TAX COLLECTOR'S DEED

KNOW ALL MEN BY THESE PRESENTS

That I, TRICIA J. TAYLOR, Tax Collector for the Town of DANBURY, in the County of MERRIMACK and State of New Hampshire for the year 2020, by the authority vested in me by the laws of the State, and in consideration of \$1899.68 paid by the Town of Danbury, located at 23 High St in Danbury, NH 03230 do hereby sell and convey to the said Town of DANBURY a certain tract or parcel of land situated in the Town of DANBURY, NH aforesaid, taxed by the Selectmen/Assessors in 2017 to:

Alice Sysak

And described in the invoice books as:

Map/Lot 408-077-000 located at 714 Waukeena Lake Rd Consisting of 0.88 acres of land, including any buildings thereon.

This deed is the result of the tax lien execution held at the Tax Collector's Office at 23 High St, Danbury, NH on 07/02/2018, to have and to hold said Premises, with the appurtenances, to said Town's successors/heirs and assigns forever. And I hereby covenant with said Town that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal, the 5th day of November in

the year of our Lord 2020.

Tricia J. Taylor Town of Danbury Tax Collector

State of New Hampshire, County of Merrimack On November 5th, 2020, Tricia J. Taylor, the above named, personally appearing and acknowledged the foregoing instrument to be her voluntary act and deed. Before me,

My commission expires:

Town of Danbury
EXEMPT PROPERTY ASSESSMENT RECORD

Map & Lot: 408-077-000

Location: 714 WAUKEENA LAKE RD

Parcel ID: 000555

Card: 1 of 1

2021

**Date Printed:** 9/08/2022

Assessment Year:

Owner Information				Current Assessm	ent Summary	Parcel Data					
TOWN OF D	DANBURY				NICU Acres		Neighborhood	DANBURY WOOD	OS Electric	Electric	
					CU Acres		Property Class	Exempt	Water	Well	
23 HIGH STREET			Total Acres	0.8800	Prime Use	Exempt: Town	Waste	<u> </u>			
DANBURY,	NH 03230				Living Area Sq. Ft.	480	Zone	Zxompt. Town	P/U Yea		
Sale History			Assessed	Values			P/U Tea	1			
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$81,800	Topography	Rolling			
3/31/2021	SYSAK ALICE M	U/ Tax Deed		3731/1755	Current Use		Road Surface	Unpaved			
	PARKINSON LEON A & DOROTHY A	U/ Changes After Sale	\$27,000	3217/727	Total Land	\$81,800	Special District				
4/10/2009	PARKINSON JEFFREY S	U/ Family Sale		3121/1461	Improvements	\$21,100			£		

**Total Assessment** 

Total Market Value

\$102,900

\$102,900

Notes

FUNCTIONAL - 2018: CRUMBLING FPL 2017 M&L FOR 2021 REVAL - ADJUSTED FLOORS 2010 M&L - ADJ'D SKTCH, FLRS, WALLS, HEAT, COND, RMV'D SHED, KITCH SINK & WATER HEATER.

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										CA 2000
Assessed Land Valuation					Visit History					
Land Type	Area #Units Frontage	Base Value Adjustments	Adj. Fac	ctor	Final Value	Date	Reason		Ву	
HOMESITE IMPROV	0.880	86,120 Lacks Septic	0	.95	\$81,800	6/19/18	Measure - Ex	terior	JJ	
						8/12/11	Sales Review	/ - Ext	xt CLP	
						10/11/10	Measure & In	easure & Interior S		
						Assessment History				
1						Date			<u> </u>	T-1-1
						Date	Land	Curr. Use	Improvements	Total
						12/03/21	81,800		21,100	102,900
						12/31/20	27,700		23,900	51,600
					¢04.000	12/24/19	27,700		23,900	51,600
					\$81,800	12/31/18	27,700		23,900	51,600
		Current Use				10/01/16	27,700		23,900	51,600
Land Type	Acres Location Grad	e Site CU Rate/SPI Rate/A	cre Rec/Adj	Ratio	CU Value	Building Permits				
						Date	Туре		Number	Status

Version: 180828



