

## TOWN OF GRANBY TAX TITLE AUCTION

### Terms and Conditions of Sale

1. All properties will be sold “as is”. The Town of Granby, its Tax Title Custodian, its employees, representatives, and/or agents make no warranties or representations concerning the properties to be sold at this auction.
2. Any materials or documents concerning this auction prepared or furnished by the Town of Granby or the Auctioneer are solely for informational purposes. No warranty or representation is made as to the accuracy or completeness of the information. Prospective purchasers should make their own investigations and inspections, and draw their own conclusions.
3. Sale shall not be made to any person who owes the Town of Granby any monies in the form of previously incurred Real Estate Taxes, Rents, Water and Sewer Charges, or any other indebtedness. A corporation, trust, partnership, joint venture, or any other business entity shall be deemed to be a person within the meaning of this paragraph. Any officer, director or stockholder who holds ten percent (10%) or more of the outstanding stock of said corporation, trust, partnership, joint venture, or any other business entity, and who owes any monies to the Town of Granby as aforesaid shall cause said corporation, trust, partnership, joint venture, or any other business entity to be subject to the provisions of this paragraph.
4. Sale shall not be made to the prior owner or to any agent, representative or straw of the prior owner.
5. Bids shall be made in minimum of \$100.00 increments, or an amount as specified by the Tax Title Custodian. The successful bidder shall be required to place a deposit by bank check or money order payable to the Town of Granby. The amount of the deposit for each parcel will be \$5,000.00.
6. In the event a deposit is received from any person in violation of paragraph three, and the deed or transfer has passed, the purchaser will on demand re-convey to the Town of Granby, at no cost and for no consideration, all his/her right, title and interest in the purchased property. If such a violation of paragraph three should be determined to exist prior to the passing of the deed to the property, the sale shall be cancelled. All monies or deposits collected shall be forfeited and applied to any prior Real Estate Taxes, Rents, Water and Sewer Charges, or any other indebtedness owed by the purchaser, former owner, agent, representative, or straw to the Town of Granby on any property owned by the purchaser or the aforementioned.

7. The successful bidder shall be required to submit an Affidavit (pursuant to M.G.L. c. 60, § 77B) as to qualifications under paragraph three and as to the fact he/she is not acting as an agent, representative or straw of any person subject to the provisions of paragraph three. Also, the successful bidder will be required to submit an Affidavit of Disclosure of Property Owned in the Town of Granby. Copies of the aforementioned Affidavits are attached hereto.
8. The successful bidder for any residential property constructed prior to 1978 will be required to sign a Lead Paint Notification and Waiver and a Property Transfer Notification Certification. In addition, the successful bidder for the Property must install smoke detectors and carbon monoxide detectors.
9. It will be the responsibility of the successful bidder and not the Town of Granby or its Tax Title Custodian to evict any former owner or any other person who may be residing or conducting a business on the premises and to remove their personal property.
10. All properties will be sold free and clear of any unpaid real estate taxes or municipal liens assessed prior to foreclosure by the Town of Granby. However, the successful bidder is required, pursuant to M.G.L. c. 44 s. 63A, for the payment in lieu of taxes from the date of the deed transferring title from the Town to the successful bidder to **June 30, 2015** (the end of the Fiscal Year). Such tax shall be computed by applying the tax rate for such fiscal year to the sale price.
11. An annual in lieu of tax payment will be required of any tax-exempt entity purchasing property at this auction.
12. Upon payment in lieu of taxes and the amount of the bid by the successful bidder, the Town Treasurer in the name of and on behalf of the Town of Granby will execute a quitclaim deed transferring title from the Town to the successful bidder.
13. The Town of Granby will record such deed at the Hampshire County Registry of Deeds after the execution thereof and the successful bidder, pursuant to M.G.L. c. 60, s. 77A, pays the expenses of such recording.
14. The Tax Title Custodian reserves the right to reject any and all bids at said auction, and may adjourn the same if, in his opinion, no bid is made which approximates the fair market value of the property. Any adjournment thereof may be made from time to time for such periods, as the Tax Title Custodian deems expedient, giving notice thereof at the time and place appointed for the sale or for any adjournment thereof.
15. The Tax Title Custodian reserves the right to sell to the second highest bidder in the event that the highest bidder defaults or to the third highest bidder in the event that the second highest bidder defaults. However, this reservation of rights should not be construed as

requiring the Tax Title Custodian to sell to the second highest bidder or the third highest bidder in the event of such default.

16. These Terms and Conditions are incorporated into the Memorandum of Sale of Real Property, a copy of which is attached hereto. The Tax Title Custodian, in his discretion, may announce additional terms and conditions, with respect to the entire auction and or specific properties at auction, at the time of the sale, which are also incorporated into the Memorandum of Sale.

**TOWN OF GRANBY**

**By:** \_\_\_\_\_  
**Louis M. Barry**  
**Tax Title Custodian**