The Mega Group - Brian DApice & Associates 978.762.9771



MLS # 73302897 - New

Commercial/Industrial - Commercial

92.5 High St Danvers, MA 01923-3130 Essex County

List Price: **\$574,999**

Facilitator:

Compensation Based On:

Directions: 92.5 High Street is on Route 35, less than a quarter-mile from the junction of Route 128

For immediate acquisition is this nicely located circa 1840 commercial building in downtown Danvers with off-street parking for six (6) vehicles, about 1,533 +/- square feet in rentable square feet situated on 4,369 +/- square feet of land. The building itself is fully-tenanted and in fantastic condition, two stories and expandable, featuring three (3) private offices on the second floor and two (2) private offices and common bathroom on the main level. The basement is exceptionally clean and consists of dry storage, forced air heating system, hot water heater and electric panel. This property has a myriad of potential uses from existing, as both owner-occupied or investment, to converting the property as a whole into apartments or live-work. Current location of Walsh Chiropractic who are relocating but remaining in Danvers. 92.5 High Street is on Route 35, less than a quarter-mile from the junction of Route 128, within the newly zoned High Street Mixed-Use Corridor District (HSMUC).

Building & Property I	nformation						
Residential: Office:	# Units 0 5	Square Ft: 0 1,533	Assessed Value(s) Land: \$370,900 Bldg: \$117,900		nce Available For: For Sale se Type:		
Retail:	0	0	Total: \$488,800		ise Price Includes:		
Warehouse:	ŏ	Õ			se: No Exchange: No		
Manufacturing:	Ō	0 1,533 pning materials for the pur	# Buildings: 1	Sublet: No			
Total: Disclosures: See website	5 for complete zo		# Stories: 2 # Units:		E on File: No		
		<u> </u>	· · ·				
Drive in Doors:		Expandable: Gross Annual Inc:					
Loading Docks:		Dividable:			Gross Annual Exp:		
Ceiling Height:		Elevator:			Net Operating Inc:		
# Restrooms: 1		Sprinklers:	Special Financing: Assc: Assoc Fee:				
Hndcp Accessibl:		Railroad siding:			Fee:		
Lot Size: 4,369 Sq. Ft.		Frontage:			Traffic Count:		
Acres: 0.1		Depth:			Lien & Encumb:		
Survey:		Subdivide:			Undrgrnd Tank:		
Plat Plan:		Parking Spaces: 6			Easements:		
Lender Owned: No Short Sale w/Lndr.App.Req: No							
Features					Other Property Info		
Location: Downtown, Free Standing, Highway Access, Public Transportation, Central Business District Parking Features: 1-10 Spaces, Paved Driveway, On Site					Disclosure Declaration: No Exclusions: Year Established: 1840		
						Utilities: Public Water, Public Sewer	
Utilities: Public water, P	ublic Sewer				Year Established Source: Public Record		
					Tax Information		
					Pin #: M:052 L:106A P:		
					Assessed: \$488,800		
					Tax: \$9,092 Tax Year: 2024		
					Book: 28906 Page: 431		
					Cert:		
					Zoning Code: HSMUC		
					Zoning Desc: Other (See Remarks)		
					Map: Block: Lot:		
					Compensation		
					Sub-Agency: Buyer's Broker:		
					Sub-Agency. Duyer's Droker:		

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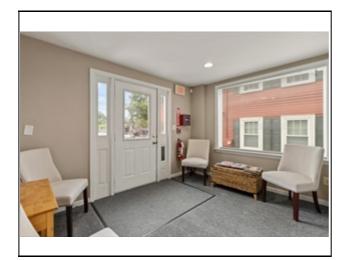
Commercial - Commercial List Price: \$574,999











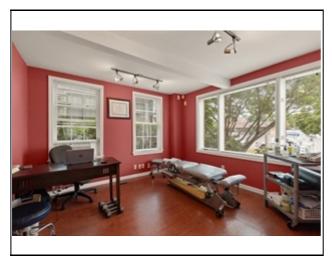


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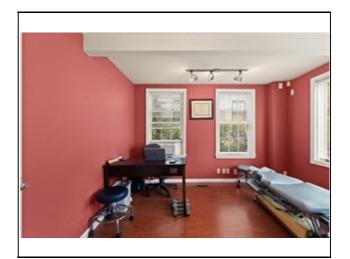
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www.DapiceAssociates.com www.TheMegaGroup.net



RECIPROCAL ACCESS EASEMENT, MAINTENANCE AND SIGN EASEMENT AGREEMENT

The reciprocal Easement, Maintenance, and Sign Easement Agreement (hereinafter the "Agreement") is made this <u>3/5</u> day of <u>hahed</u>, 2005 by and between 92 ½ High Street Realty, LLC, on its own behalf, as well as on behalf of its past, present and/or future officers, directors, members, partners, investors, agents, attorneys, employees, parent companies, affiliates, subsidiaries, beneficiaries, predecessors, successors and assigns (hereinafter "High Street Realty") and Putnam Properties, L.L.C. on its own behalf, as well as on behalf of its past, present and/or future officers, directors, members, partners, investors, agents, attorneys, employees, parent companies, affiliates, subsidiaries, beneficiaries, predecessors, successors and assigns (hereinafter "Putnam").

Recitals

WHEREAS, High Street Realty is the owner in fee simple of that improved parcel of property located at 92 ½ High Street in Danvers, Massachusetts, and being shown as Lot B on a plan entitled "Plan of Land located in Danvers, Massachusetts, prepared for Putnam Properties, L.L.C., Scale: 1"=10', Date: October 25, 2004, prepared by Meridian Associates, Inc." (the "Plan") to be recorded with the Essex South District Registry of Deeds herewith (hereinafter "Lot B"); and

WHEREAS, Putnam is the owner in fee simple of that improved parcel of property located at 92 High Street in Danvers, Massachusetts, and being shown as Lot A on the aforementioned plan (hereinafter "Lot A"); and

WHEREAS, means of ingress and egress to Lot A and Lot B are over that portion of Lot A and Lot B, which is shown as a variable width "Proposed Access and Utility Easement" as depicted on the aforementioned Plan (hereinafter referred to as the "Lot A Right of Way"); and

WHEREAS, the signage for Lot A and Lot B is located on Lot B (hereinafter the "Sign"); and

WHEREAS, High Street Realty wishes to give, grant, convey, and confer, and Putnam wishes to receive, for the benefit of Putnam and Lot A, certain rights in and to certain portions of the Lot B Right of Way and the Sign in exchange for certain obligations of Putnam; and

WHEREAS, Putnam wishes to give, grant, convey, and confer, and High Street Realty wishes to receive for the benefit of High Street Realty and Lot B, certain rights in and to certain portions of the Lot A Right of Way in exchange for certain obligations of High Street Realty.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following grants, agreements, covenants and restrictions:

- 1. ACCESS EASEMENT.
 - (a) Putnam hereby gives, grants, conveys, and confers the nonexclusive right to utilize for access purposes that portion of land known as the Lot A Right of Way, to High Street Realty, their tenants, invitees, licensees, patients, clients and/or guests.
 - (b) High Street Realty hereby gives, grants, conveys, and confers the non-exclusive right to utilize for access purposes that portion of land known as the Lot B Right of Way to Putnam, their tenants, invitees, licensees, patients, clients and/or guests.
- 2. SIGN EASEMENT. High Street Realty hereby gives, grants, conveys, and confers to Putnam the right to utilize sixty percent (60%) of the Sign located on Lot B, and shown as the "Proposed Easement Area (144 s.f.)" on the aforementioned Plan (the "Sign Easement Area"). High Street Realty shall retain the right to use the remaining forty percent (40%) of said Sign. The costs of maintaining, repairing and replacing the Sign shall be shared between High Street Realty and Putnam as follows: Putnam shall be responsible for sixty percent (60%) of said cost and High Street Realty shall be responsible for forty percent (40%) of said cost. High Street Realty shall have the future right to relocate the present Sign and Sign Easement Area provided that the relocation of said Sign shall not be setback more than five (5) feet from the sidewalk that abuts the front portion of Lot B.
- 3. MAINTENANCE.
 - (a) High Street Realty shall reasonably maintain and keep in good repair Lot B and the Lot B Right of Way and shall keep the same reasonably free and clear of snow, ice, debris, dumpsters, and other obstructions. High Street Realty shall not permit any obstruction to be erected or maintained in the Lot B Right of Way, which will unreasonably interfere with any rights granted under this Agreement.
 - (b) Putnam shall reasonably maintain and keep in good repair Lot A and the Lot A Right of Way and shall keep the same reasonably free and clear of snow, ice, debris, dumpsters, and other obstructions. Putnam shall not permit any obstruction to be

erected or maintained in the Lot A Right of Way, which will unreasonably interfere with any rights granted under this Agreement.

- (c) The cost of snow and ice plowing/removal from the Lot A Right of Way and the Lot B Right of Way shall be shared by Putnam and High Street Realty as follows: Putnam shall be responsible for sixty percent (60%) of said cost and High Street Realty shall be responsible for forty percent (40%) of said cost.
- (d) If Putnam disrupts, for any reason, the condition of the Lot A Right of Way and/or the Lot B Right of Way, Putnam must restore the Lot A Right of Way and/or the Lot B Right of Way, to its original condition within reasonable time and at its own cost.
- (e) If High Street Realty disrupts, for any reason, the condition of the Lot A Right of Way and/or the Lot B Right of Way, High Street Realty must restore the Lot A Right of Way and/or the Lot B Right of Way, to its original condition within a reasonable time and at its own cost.
- 4. TERM. This Agreement shall continue indefinitely.
- 5. COVENANTS RUNNING WITH THE LAND. This Agreement, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, assigns, representatives, executors, and/or administrators, including, but not limited to, all subsequent owners of Lot A and Lot B, and all persons claiming by, through, and/or under them.
- 6. ENTIRE AGREEMENT. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.
- 7. NOTICES. All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to Putnam and High Street Realty at their addresses as hereinafter set forth.
- 8. NON-WAIVER. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 9. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

92 1/2 High Street Realty, LLC **PUTNAM PROPERTIES, LLC** By: Richard R. Collin, Jr., Manager By: Michael J. Juliano, Member By: John A. Donion, Manager By: Richard E. Member By: COMMONWEALTH OF MASSACHUSETTS hearch 31 , 2005 Essex, ss.

Before me, the undersigned Notary Public, personally appeared **MICHAEL J. JULIANO**, **RICHARD E. WAITT, JR. and DONALD E. BOWEN, JR.**, for Putnam Properties as its members, as aforesaid and proved to me through satisfactory evidence of identification, which was Dphotographic identification with signature issued by a federal or state government agency, Doath or affirmation of a credible witness, Dpersonal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and who swore or affirmed to me that the contents of the document(s) are truthful and accurate to the best of (his) (her) (their) knowledge and belief.

22 Notary Public: ATHAN ACONTRALIDES

My Commission Expires: 6-3.05

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Barch 31 , 2005

Before me, the undersigned Notary Public, personally appeared **RICHARD R. COLLIN**, **JR. and JOHN A. DONLON**, for 92 ½ High Street Realty, LLC, as its managers, as aforesaid and proved to me through satisfactory evidence of identification, which was Diphotographic identification with signature issued by a federal or state government agency, Doath or affirmation of a credible witness, Dipersonal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached

document(s), and who swore or affirmed to me that the contents of the document(s) are truthful and accurate to the best of (his) (her) (their) knowledge and belief.

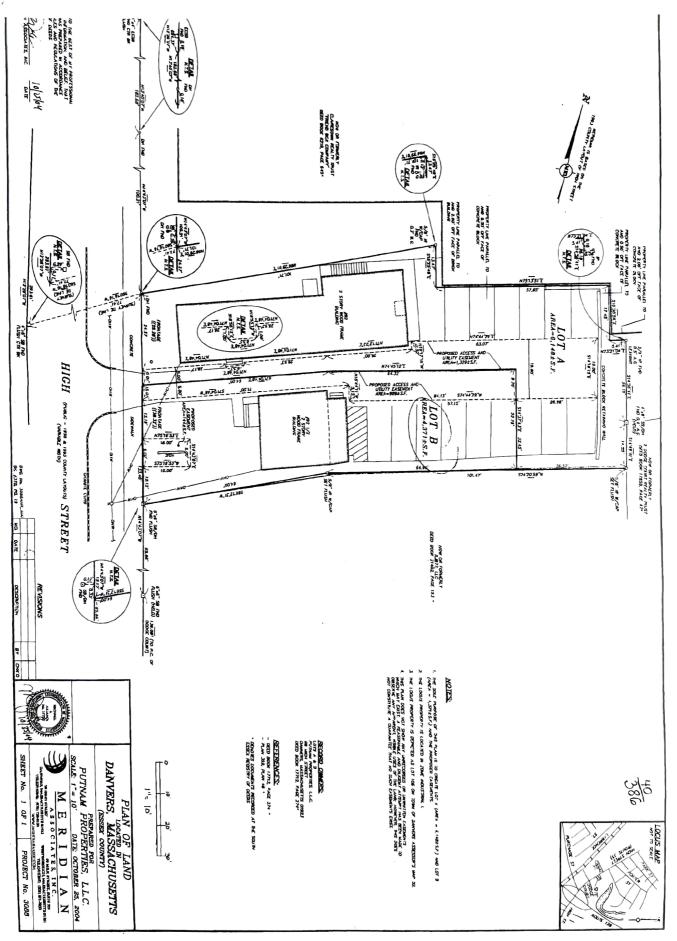
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Notary Public John J. O'Keefe My Commission Expires: Z/03/06

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JOHN J. O'KEEFE Notary Public ommonweath of Massachusetts My Commission Expires February 3, 2008



The Mega Group Commercial Real Estate

The Mega Group, based in Danvers, MA has been providing commercial real estate brokerage services since 1997. Our areas of discipline include commercial & investment sales, hotels & other hospitality investments, retail and industrial leasing, real estate development and property management. Our services expand through greater metropolitan Boston Massachusetts, seacoast of New Hampshire, and southern Maine.

The Mega Group offers a wide range of services, which include:

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- Investment Portfolios
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- Manufacturing & Warehouse Facilities
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- Real Estate Development
- Retail Pad Sites
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- 1031 Tax Deferred Exchanges (26 U.S.C. § 1031)

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