

# AUCTION



## Estate Sale Jenness Beach 3 Bedroom Cape

Rye, NH

Online-Only Auction Ends: Tuesday, August 29<sup>th</sup> at 1:00 p.m.

**11 Richard Road** is a charming Cape-style home in an ideal location for coastal living enthusiasts. It is located in the Jenness Beach Village District and is just a short distance from Jenness Beach. In 2005, the home was stripped to the studs, expanded to add a  $\frac{3}{4}$  story, and attached 2-car garage with unfinished space above. The updated open kitchen with maple cabinets, Corian countertops, and a pantry flows into the living/dining room with a vaulted ceiling and gas stove. This lovely 1,694 sq.ft. home includes 3 bedrooms and 2 bathrooms. The first floor has a full bathroom and a bedroom with double closets. The second floor is comprised of 2 bedrooms and a full bathroom. The sunroom is finished in knotty pine and gives access to the large back deck. There is a first-floor laundry area which leads to the two-car garage. The garage's second floor is insulated but unfinished, offering an excellent opportunity for additional storage or living space. The home sits on a .25-acre lot, includes central air conditioning, and is serviced by public water and sewer.

**Open House:** By appointment only beginning August 15<sup>th</sup>. Please email: [info@paulmcinnis.com](mailto:info@paulmcinnis.com) to schedule your appointment or call the office at 603-964-1301

**Terms:** A \$25,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than Wednesday, August 30<sup>th</sup> at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Offered subject to approval of the Executor of the estate.



# TABLE OF CONTENTS

- NH Brokerage Relationship Disclosure
- Suggested Due Diligence Checklist
- General Terms & Conditions
- Executive Summary
- Photo Page
- Assessor's Card
- Floor Plan
- Tax Map
- Tax Bill
- Location Maps
- National Flood FIRMette Map
- Seller Property Disclosure with Additional Page
- Lead Paint Disclosure
- Quitclaim deed, Book 4758 Page 0445
- Reciprocal Easement Agreement
- Purchase & Sale Agreement
- How to Bid Online
- Online Bidder Registration Form

**DISCLAIMER:** No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.



**State of New Hampshire**  
**OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION**  
**DIVISION OF LICENSING AND BOARD ADMINISTRATION**  
 7 Eagle Square, Concord, NH 03301-4980  
 Phone: 603-271-2152

**BROKERAGE RELATIONSHIP DISCLOSURE FORM**  
**(This is Not a Contract)**

*This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information*

**Right Now, You Are a Customer**

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

**As a customer, you can expect a real estate licensee to provide the following customer-level services:**

- To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.

**To Become a Client**

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

**As a client, in addition to the customer-level services, you can expect the following client-level services**

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.
- For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.
- For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

**Client-level services also include advice, counsel, and assistance in negotiations.**

**For important information about your choices in real estate relationships, please see page 2 of this disclosure form.**

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).  
**I understand as a customer I should not disclose confidential information.**

Name of Consumer (Please Print)		Name of Consumer (Please Print)	
Signature of Consumer	Date	Signature of Consumer	Date
Provided by: Name & License #		Date	(Name and License # of Real Estate Brokerage Firm)
<input type="checkbox"/> consumer has declined to sign this form (Licensees Initials)			

## *Types of Brokerage Relationships commonly practiced in New Hampshire*

### *SELLER AGENCY (RSA 331-A:25-b)*

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client, and the licensee has the duty to represent the seller's best interest in the real estate transaction.

### *BUYER AGENCY (RSA 331-A:25-c)*

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client, and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

### *SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)*

Single agency is a practice where a firm represents the buyer only, or the seller only, but never in the same transaction. Disclosed dual agency cannot occur.

### *SUB-AGENCY (RSA 331-A:2, XIII)*

A sub-agent is a licensee who works for one firm but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

### *DISCLOSED DUAL AGENCY (RSA 331-A:25-d)*

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

### *DESIGNATED AGENCY (RSA 331-A:25-e)*

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

### *FACILITATOR (RSA 331-A:25-f)*

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

### *ANOTHER RELATIONSHIP (RSA 331-A:25-a)*

If another relationship between the licensee who performs the service and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

# SUGGESTED DUE DILIGENCE CHECKLIST

For Online Bidders

11 Richard Road, Rye, NH

BIDDING OPENS: **Tuesday, August 22<sup>nd</sup> at 9:00 a.m.**

BIDDING ENDS: **Tuesday, August 29<sup>th</sup> at 1:00 p.m.**

## ITEMS TO COMPLETE –

- Review the Real Estate Brokerage Relationship Form
- Review the General Terms & Conditions for Online Bidders
- Review the Property Information Package and Links to any Additional Documents and Due Diligence
- Review the Purchase & Sale Agreement
- Sign up to bid online at [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions) [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

If you would like to complete the Bidder Registration Form electronically, contact [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) and the form will be sent to you through Dotloop.

- Provide Bidder Deposit by check or E-check
- Contact the Auctioneer with any questions [justin@paulmcinnis.com](mailto:justin@paulmcinnis.com)



**GENERAL TERMS & CONDITIONS**

AGENT OF THE EXECUTOR: Paul McInnis LLC is acting solely as an Agent of the Executor

**BIDDER REGISTRATION:** In order to bid online, any prospective bidder must first request and review a property information package. The next step is to create an online bidding account at [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions). Finally, submit your executed Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com).

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Wednesday, August 30<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$25,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

Please note that Paul McInnis LLC will make our best effort to respond to your request within three hours during normal business hours of Monday through Friday from 8:30 a.m. to 4:30 p.m. EST. The Bidder Registration Form and Bidder Deposit should be received by the Auctioneer no later than 24 hours prior to the close of bidding. The Auctioneer in his sole and absolute discretion reserves the right to decline a bidder if all requirements have not been met prior to the 24-hour deadline.

**RETURN OF BIDDER DEPOSIT:** Unsuccessful bidder deposits will be returned to the bidder by U.S. Mail or through EARNNEST.

**ONLINE BIDDING:** The bidding will open on Tuesday, August 22<sup>nd</sup> at 9:00 a.m. and the bidding will end on Tuesday, August 29<sup>th</sup> at 1:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid.

**TIMED AUCTION EXTENDED BIDDING:** A timed auction event refers to the opening and ending time for placing bids. When a bid is placed within two minutes of the auction ending (12:58) the bid time window will extend for an additional two minutes. During that additional two-minute window if a bid is placed it will be extended again and so on. This is done to prevent bid "sniping." This process can go on indefinitely. Even though the auction is set to end at 1:00 p.m. the bidding could be extended to 2:00 p.m. or longer depending on the activity from the bidders.

The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction.

**DUE DILIGENCE:** It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the real estate Purchase & Sale Agreement Sample with your attorney is encouraged.



**PROPERTY CONDITIONS:** Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Executor, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Executor, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Executor, Paul McInnis LLC or their agents.

**BUYER'S PREMIUM:** A 10% (Ten Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 10% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

**SUCCESSFUL BIDDER:** The successful bidder is defined as, that registered bidder who placed the highest bid as declared by the Auctioneer and the highest bid being acceptable to the Executor. The successful bidder will be notified via email, as well as by telephone confirmation by the Auctioneer.

**REAL ESTATE PURCHASE & SALE AGREEMENT:** A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the real estate Purchase & Sale Agreement together with all Executor disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Wednesday, August 30<sup>th</sup> at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

**EARNEST MONEY DEPOSIT:** The successful bidder must tender a deposit in the amount of 10% of the Total Purchase Price which is due no later than Wednesday, August 30<sup>th</sup> at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

**SUCCESSFUL BIDDER DEFAULT:** Should the successful bidder fail to execute the real estate Purchase & Sale Agreement and deliver the earnest money deposit in a timely manner as outlined in these general terms & conditions, said bidder will be deemed to be in default and hereby authorize the Auction Company to retain your \$25,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

**RESERVATION OF RIGHTS:** The Executor in his sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Sale is subject to confirmation of the Executor. Executor reserves the right to accept or reject the high bid.

**ADDITIONAL TERMS:** Additional terms are included in the real estate Purchase & Sale Agreement. Any changes or amendments to these general terms & conditions and/or to the real estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

**BUYER BROKER PARTICIPATION INVITED:** Please contact the auction company ([admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the online bidding registration request form. If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at: [justin@paulmcinnis.com](mailto:justin@paulmcinnis.com)



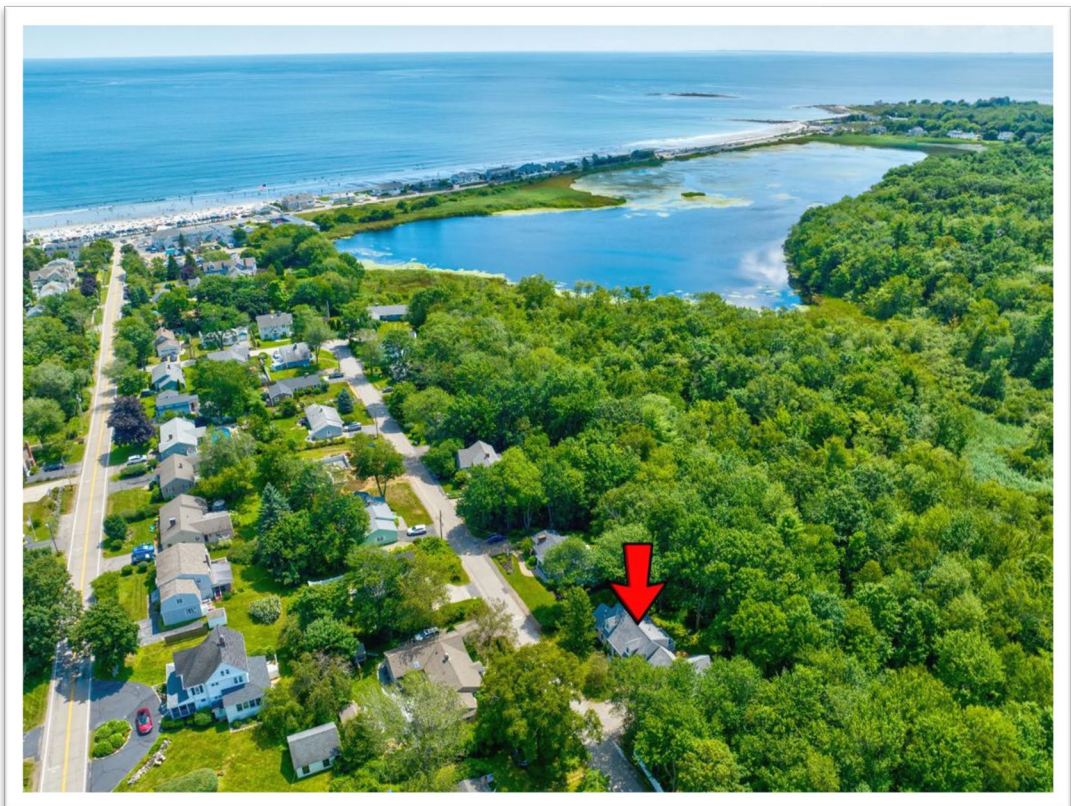
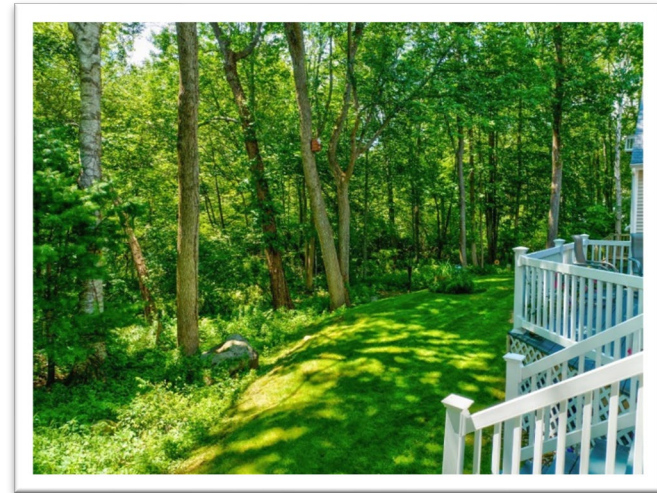
## EXECUTIVE SUMMARY

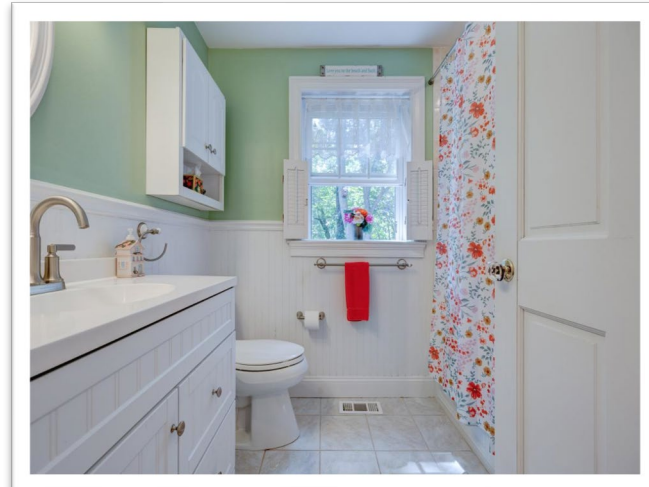
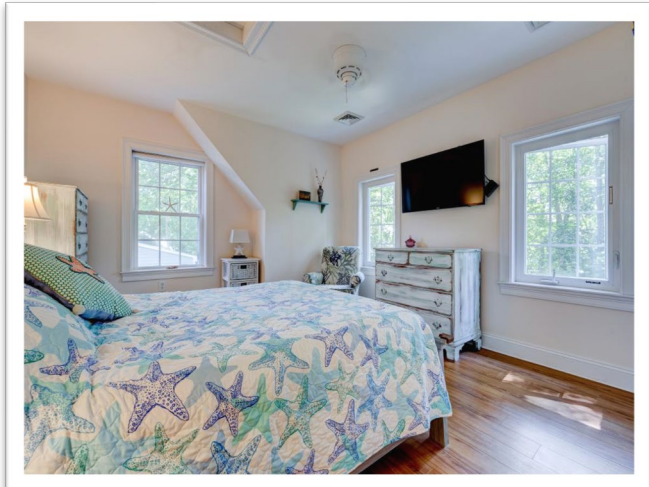
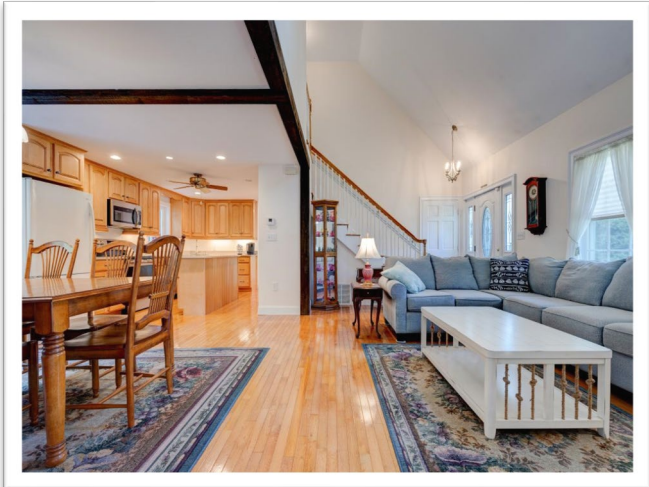
<b>ADDRESS</b>	11 Richard Road, Rye, NH
<b>TOWN REFERENCE</b>	Map 52, Lot 172
<b>ROCKINGHAM COUNTY DEED REFERENCE</b>	Quit Claim Deed - Book 4758, Page 0445
<b>ASSESSED VALUE</b>	\$974,500
<b>2022 TAX RATE</b>	\$7.10/\$1,000
<b>2022 TAXES</b>	\$6,919
<b>UTILITIES</b>	Water: Aquarian Water Sewer: Public
<b>ACREAGE</b>	.25 Acres
<b>ROAD FRONTAGE</b>	96'

<b>TYPE</b>	Single family Cape Cod
<b>YEAR BUILT</b>	1959 – Major remodel in 2005
<b>LIVING AREA</b>	1,694 sq. ft.
<b>CRAWL SPACE</b>	Bulk head, block foundation with poured concrete floor
<b>HEAT FUEL</b>	Oil & propane
<b>HEAT TYPE</b>	Forced air, gas stove
<b>AIR CONDITION</b>	Central
<b>ELECTRIC</b>	200 Amp
<b>WATER HEATER</b>	30-gal indirect storage
<b>PLUMBING</b>	Pex & PVC

<b>KITCHEN</b>	16' 3" X 12' 2"
<b>LIVING ROOM</b>	17' 11" x 11' 6"
<b>DINING ROOM</b>	10' 4" X 12' 2"
<b>BATH FULL 1<sup>ST</sup> FLOOR</b>	8' 2" x 6'
<b>HALLWAY</b>	8' 6" x 3' 6"
<b>BEDROOM ONE 1<sup>ST</sup> FLOOR</b>	10' 11" x 13' 6"
<b>BEDROOM TWO 2<sup>ND</sup> FLOOR</b>	14' 4" x 12' 5"
<b>BEDROOM THREE 2<sup>ND</sup> FLOOR</b>	13' 2 " x 15' 1"
<b>FULL BATH 2<sup>ND</sup> FLOOR</b>	11' 6" x 6' 6"
<b>GARAGE</b>	23' 4" x 29' 7" 2-car; Auto open, finished with propane-fired Modine heater. 2 <sup>nd</sup> floor is insulated but unfinished. Stairs with landing for easy access to 2 <sup>nd</sup> floor.
<b>4 SEASON SUN ROOM</b>	9' 9" x 15' 2"







CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				2231  RYE, NH					
CIPULLO JOHN CIPULLO DONNA 11 RICHARD ROAD		2 Above Street	7 Aquarion Wate	1 Paved	2 Suburban	Description	Code	Assessed	Assessed										
		4 Rolling	3 Public Sewer			RESIDNTL	1010	315,300	315,300										
						RES LAND	1010	657,800	657,800										
						RESIDNTL	1010	1,400	1,400										
RYE NH 03870		<b>SUPPLEMENTAL DATA</b>																	
		Alt Prcl ID	FEMA 05 L																
		REX	FEMA 15 L																
		ACCT NU 7691	FEMA 05 I																
		COLOR TAN	FEMA 15 I																
		LAND VA-LAND-RESD	PRECINC 3:																
		BLDG VA-BLDG-RESD	Assoc Pid#																
		GIS ID																	
						Total		974,500	974,500										
RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
CIPULLO JOHN				4758	0445	01-17-2007	U	I	0	38	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
CIPULLO J & D FAMILY REV TRUST				4206	2013	12-12-2003	U	I	0	38	2022	1010	315,300	2021	1010	201,500	2020	1010	201,500
CIPULLO, DONNA C.				3407	2223	06-30-1999	U	I	0	38		1010	657,800		1010	445,900		1010	445,900
												1010	1,400		1010	1,400		1010	1,400
				Total						974,500		Total		648,800		Total		648,800	
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor											
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int											
2010	ELD8	ELDERLY EXEMPTION	200000.00																
Total			200,000.00																
ASSESSING NEIGHBORHOOD																			
Nbhd	Nbhd Name	B	Tracing	Batch															
0001																			
NOTES																			
2004 CORRECT DIMENSIONS. ADD DECK																			
2005-ADD 2ND FLOOR. JUST STARTED-CK '06																			
2006-GARAGE/ DECK/2ND FL ADD: COMPLETED.																			
2009-ADD LAMPOST & WALKWAY-NO VAL CHG.																			
08-16 ADJ PER PLAN FOR 52-171																			
2019 PICKED UP FHS OVER GARAGE.																			
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY											
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result					
9263	06-20-2008	RS	Residential	3,300	06-16-2009	100	04-01-2009	INSTALL LAMPOST/PAVE D	01-11-2022	PM			25	Revaluation Field Review					
8555	11-13-2006	RE	Remodel	1,000	05-16-2007	100	04-01-2007	REPAIR BALUSTERS	06-18-2019	PGM			63	Quarterly Review - Ext only					
8126	01-05-2006	RS	Residential	1,460	06-30-2006	100	03-28-2006	GAS FPL	08-11-2017	MO			00	Measur+Listed					
7872	07-19-2005	PL	Plumbing	5,000	06-30-2006	100	03-28-2006	PL FOR ADD	08-04-2017	PM			41	Hring Change					
7650	03-22-2005	EL	Electrical	9,000	06-30-2006	100	03-28-2006	EL FOR ADD	05-26-2017	MO			25	Revaluation Field Review					
7613	02-17-2005	AD	Addition	155,000	06-30-2006	100	03-28-2006	ADD 2ND FL, DECK& GAR	08-08-2016	SPM			56	Site Change					
									08-25-2012	KR			20	Update FR					
LAND LINE VALUATION SECTION																			
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value				
1	1010	SINGLE FAM M	GRE		11,078	SF	27.06	1.40000	D	0.95	79	1.650	EROSION/WET		1.0000	59.38	657,800		
Total Card Land Units					0.25	AC	Parcel Total Land Area					0.25	Total Land Value		657,800				

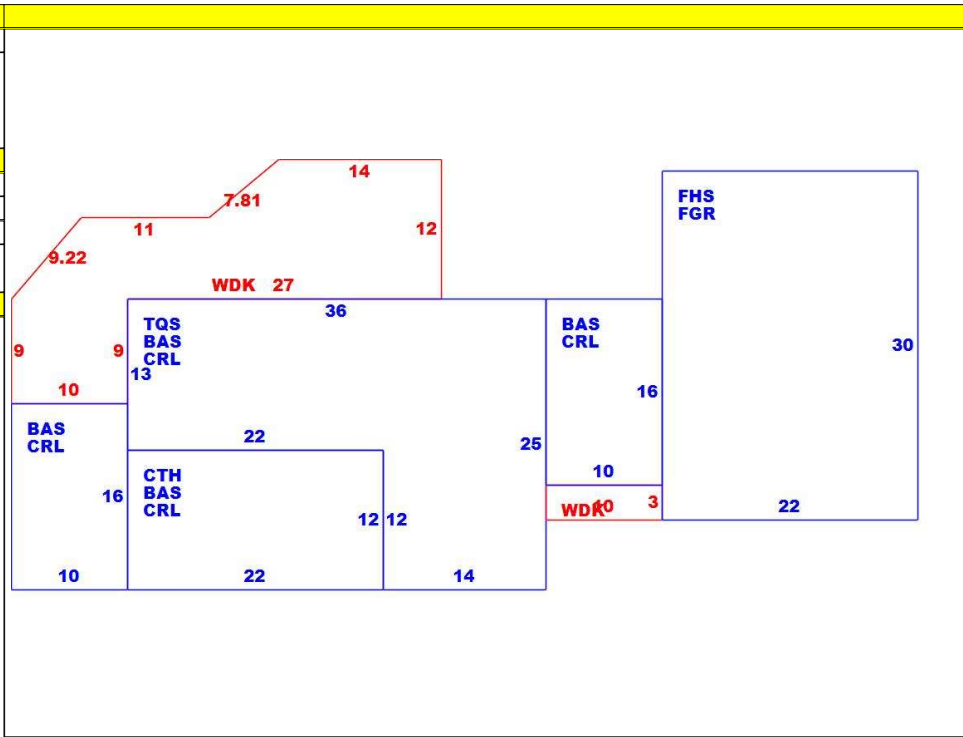
**VISION**

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	04	Cape Cod			
Model	01	Residential			
Grade:	05	Average +25			
Stories:	1.75	1 3/4 Stories			
Occupancy	1				
Exterior Wall 1	25	VinylClapboard			
Exterior Wall 2					
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	05	Drywall			
Interior Wall 2					
Interior Flr 1	12	Hardwood			
Interior Flr 2	11	Ceram Clay Til			
Heat Fuel	02	Oil			
Heat Type:	04	Forced Air-Duc			
AC Type:	03	Central			
Total Bedrooms	03	3 Bedrooms			
Total Bthrms:	2				
Total Half Baths	0				
Total Xtra Fixtrs					
Total Rooms:	6				
Bath Style:	02	Average			
Kitchen Style:	02	Average			
MHP					

CONDO DATA			
Parcel Id	C	Owne	
		B	S
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

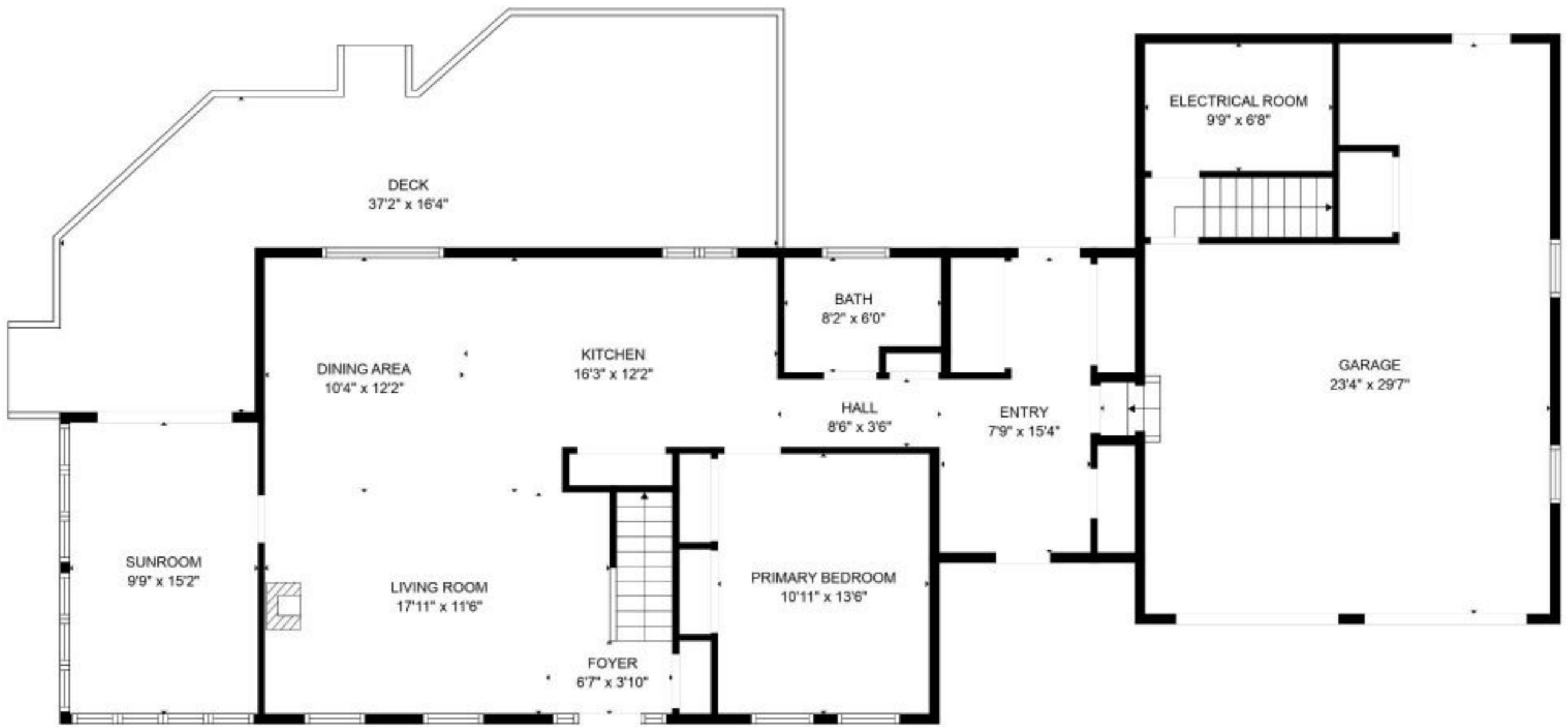
COST / MARKET VALUATION		
Building Value New		420,380
Base Rate		130.00
Net Other Adj		12,500
Eff. Base Rate		170.06
Year Built		1959
Effective Year Built		1997
Depreciation Code		G
Remodel Rating		
Year Remodeled		
Depreciation %		25
Functional Obsol		0
External Obsol		0
Trend Factor		1
Condition		
Condition %		
Percent Good		75
Cns Sect Rcnd		315,300
Dep % Ovr		
Dep Ovr Comment		
Misc Imp Ovr		
Misc Imp Ovr Comment		
Cost to Cure Ovr		
Cost to Cure Ovr Comment		



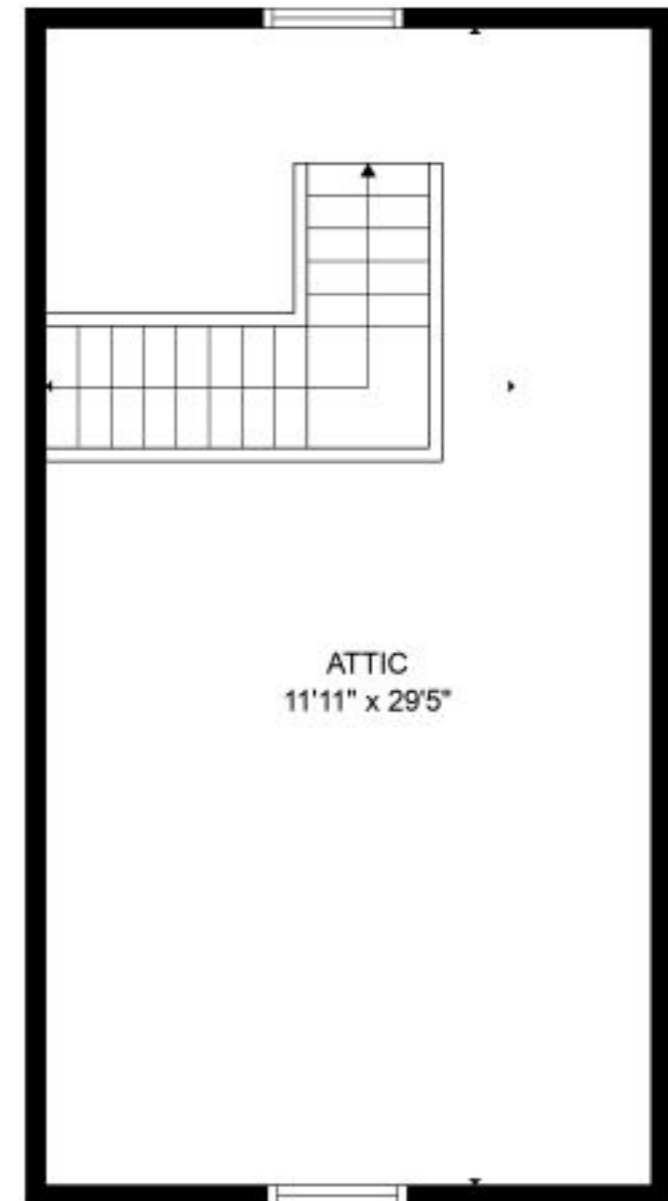
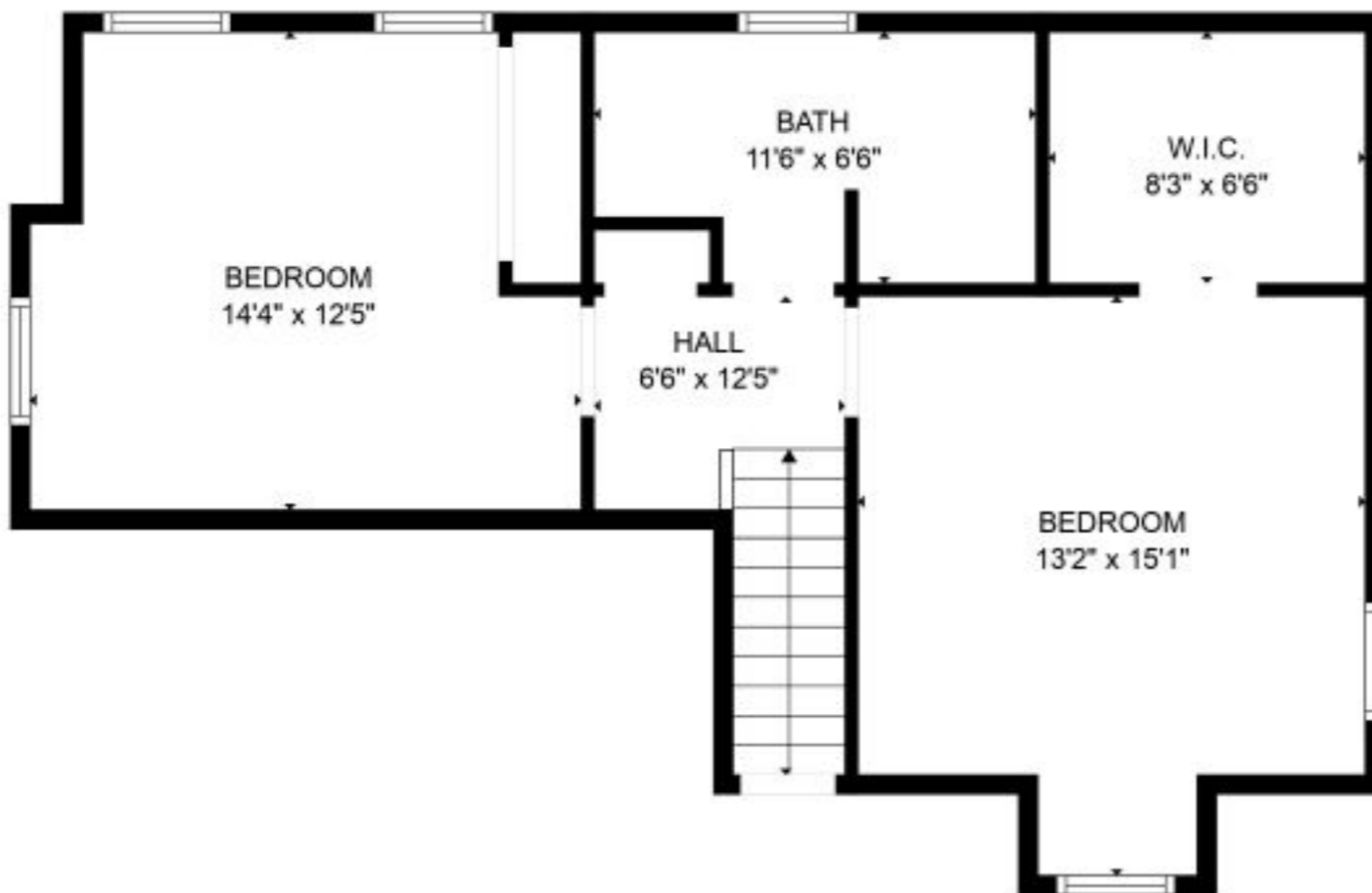
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
RPV1	PAVING - SM	L	1	1500.00			90		0.00	1,400

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	1,220	1,220	1,220	165.00	201,300
CRL	Crawl Space	0	1,220	122	16.50	20,130
CTH	Cathedral ceiling	0	264	48	30.00	7,920
FGR	Garage, Framed	0	660	231	57.75	38,115
FHS	Half Story, Finished	330	660	330	82.50	54,450
TQS	Three Quarter Story	477	636	477	123.75	78,705
WDK	Deck, Wood/Vinyl	0	443	44	16.39	7,260
Ttl Gross Liv / Lease Area		2,027	5,103	2,472		407,880



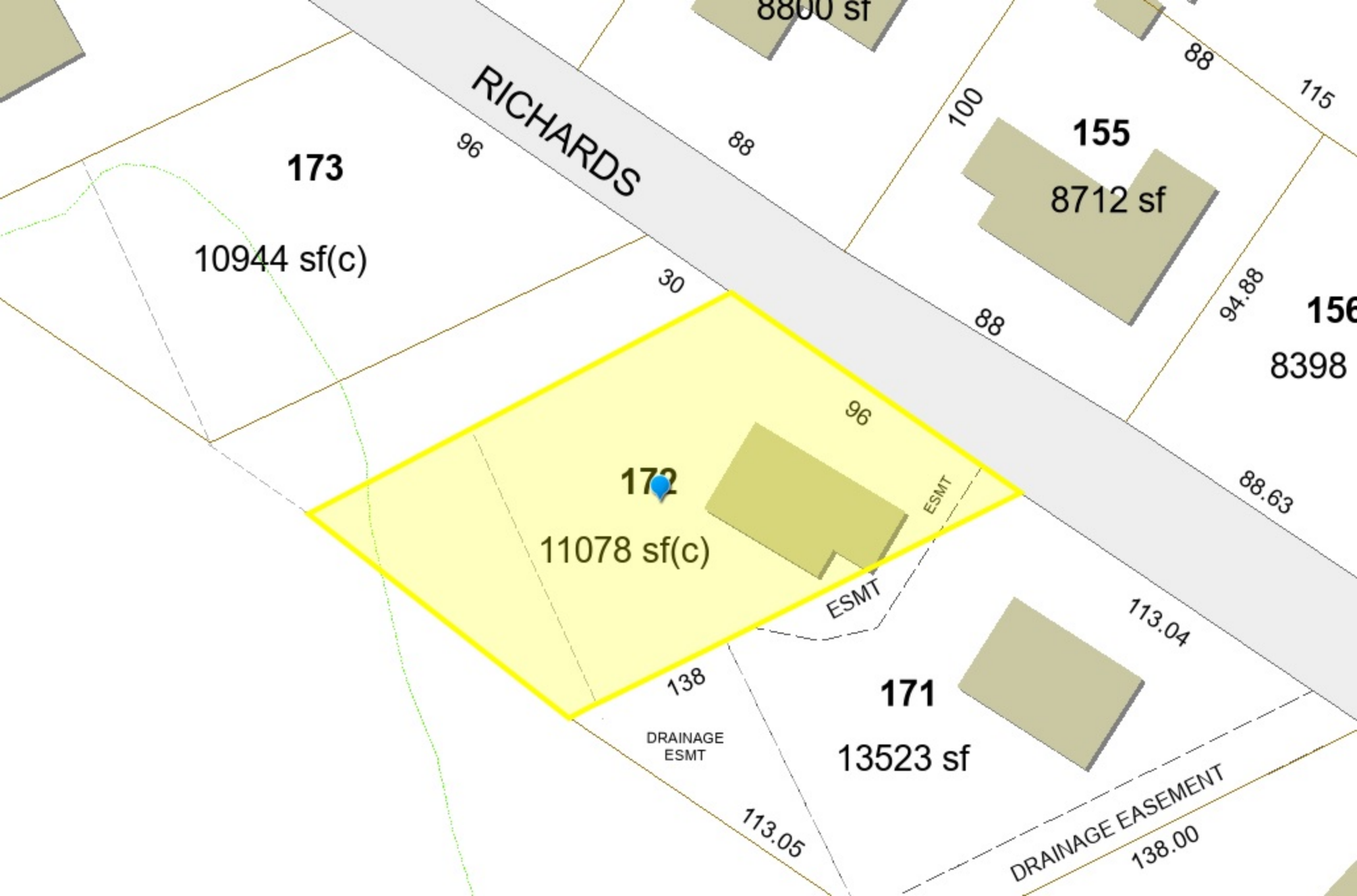


GROSS INTERNAL AREA  
 FLOOR 1: 1152 sq. ft, FLOOR 2: 542 sq. ft  
 EXCLUDED AREAS: ELECTRICAL ROOM: 65 sq. ft, GARAGE: 508 sq. ft, DECK: 437 sq. ft,  
 UNDEFINED: 192 sq. ft, ATTIC: 262 sq. ft  
 TOTAL: 1694 sq. ft  
 SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



GROSS INTERNAL AREA  
 FLOOR 1: 1152 sq. ft, FLOOR 2: 542 sq. ft  
 EXCLUDED AREAS: ELECTRICAL ROOM: 65 sq. ft, GARAGE: 508 sq. ft, DECK: 437 sq. ft,  
 UNDEFINED: 192 sq. ft, ATTIC: 262 sq. ft  
 TOTAL: 1694 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



## Bill Information

Bill Number: 2022-1-245247  
Description: 2022-1-0-2022 Property Tax  
Property ID: 052-172  
Owner: CIPULLO JOHN / CIPULLO DONNA  
Address: 11 RICHARD ROAD  
Bill Date: 5/26/2022  
Due Date: 7/1/2022

Bill Amount:	\$2,320.30
Interest:	\$3.56
Costs:	\$0.00
Total:	\$2,323.86
Payments:	\$2,323.86
Balance Due:	\$0.00

## Details

Description	Date	Tax Year	Period	Amount
Property Tax	5/26/2022	2022	1	\$2,320.30
Interest CK-CIPULLO JOHN	7/7/2022	2022	1	(\$3.56)
Interest Charged	7/7/2022	2022	1	\$3.56
Principal CK-CIPULLO JOHN	7/7/2022	2022	1	(\$2,320.30)



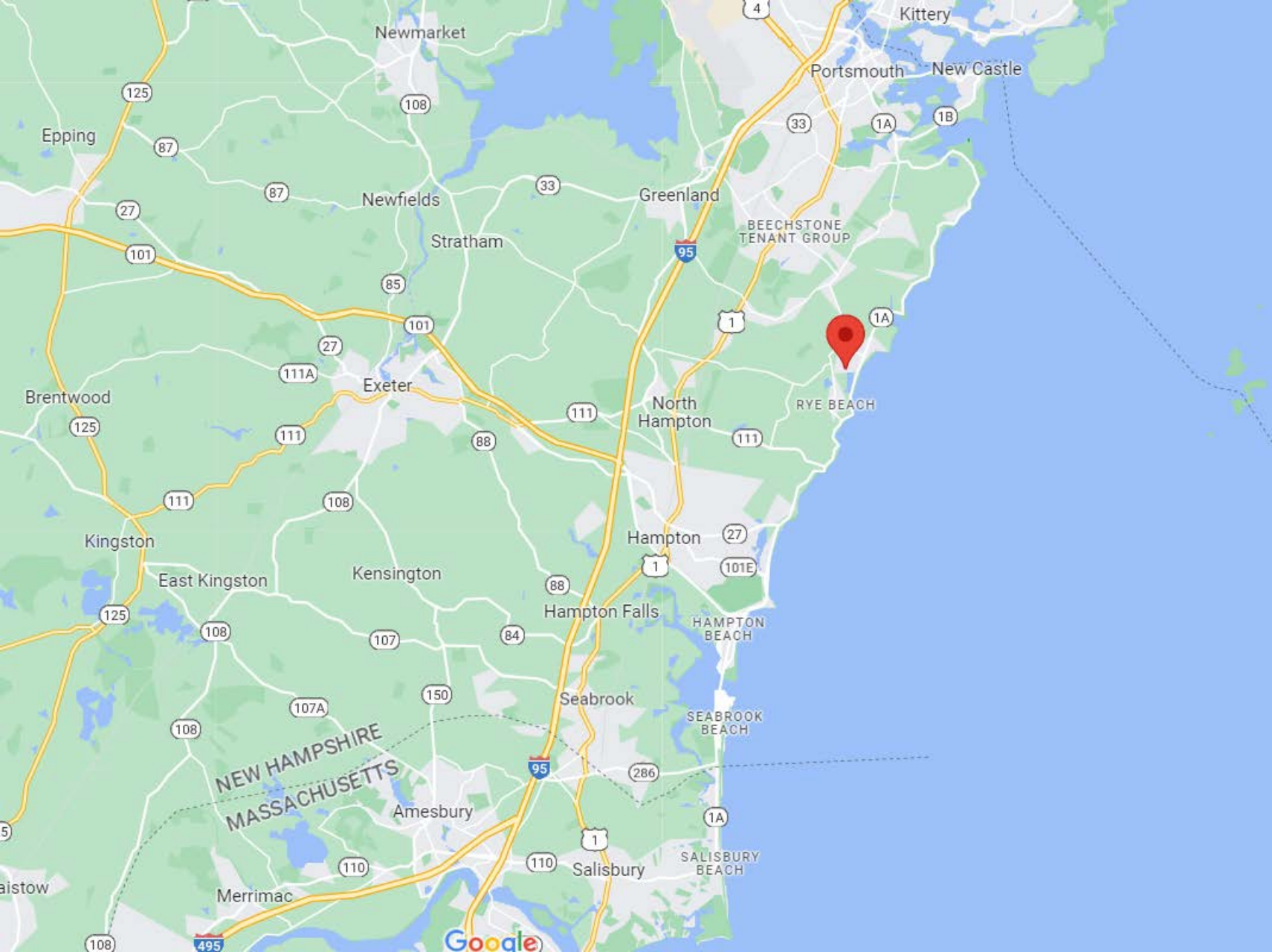
## Bill Information

Bill Number: 2022-2-261080  
Description: 2022-2-0-2022 Property Tax  
Property ID: 052-172  
Owner: CIPULLO JOHN / CIPULLO DONNA  
Address: 11 RICHARD ROAD  
Bill Date: 11/18/2022  
Due Date: 12/20/2022

Bill Amount:	\$3,178.66
Interest:	\$0.00
Costs:	\$0.00
Total:	\$3,178.66
Payments:	\$3,178.66
Balance Due:	\$0.00

## Details

Description	Date	Tax Year	Period	Amount
Property Tax	11/18/2022	2022	2	\$3,178.66
Principal CK-CIPULLO JOHN	12/19/2022	2022	2	(\$3,178.66)



Newmarket

Kittery

Portsmouth

New Castle

Epping

Newfields

Greenland

BEECHSTONE  
TENANT GROUP

Brentwood

Exeter

North  
Hampton

RYE BEACH

Kingston

East Kingston

Kensington

Hampton

Hampton Falls

HAMPTON  
BEACH

East Kingston

Kensington

Hampton Falls

Seabrook

SEABROOK  
BEACH

NEW HAMPSHIRE  
MASSACHUSETTS

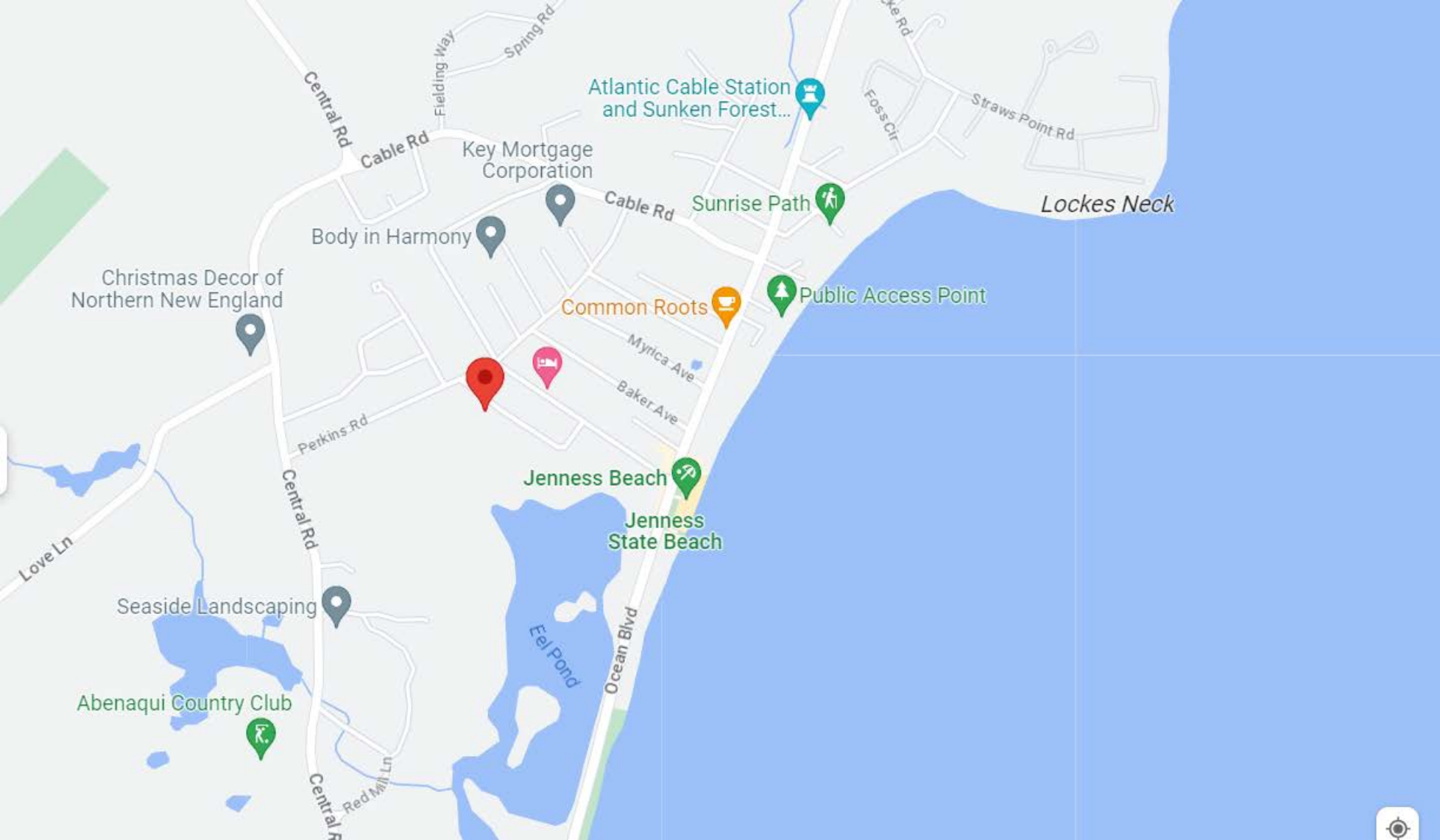
Amesbury

Salisbury

SALISBURY  
BEACH

Merrimac

Google



Atlantic Cable Station and Sunken Forest...

Key Mortgage Corporation

Body in Harmony

Christmas Decor of Northern New England

Common Roots

Public Access Point

Jenness Beach

Jenness State Beach

Lockes Neck

Eel Pond

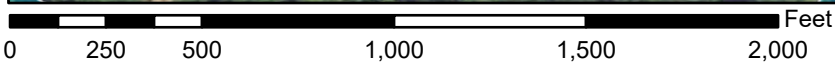
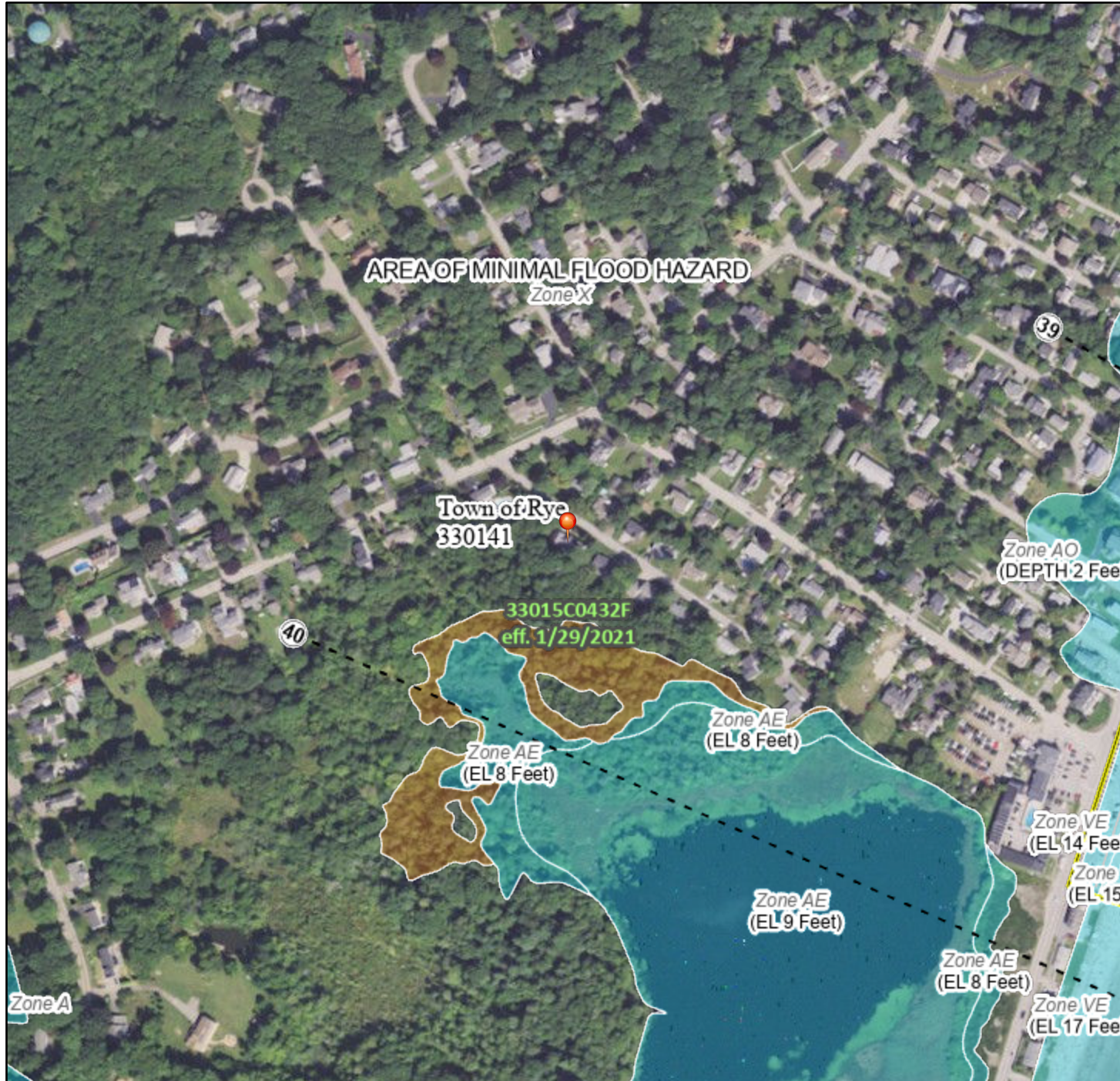
Seaside Landscaping

Abenaki Country Club

# National Flood Hazard Layer FIRMMette



70°46'22"W 42°59'28"N



1:6,000

70°45'45"W 42°59'2"N

Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D

OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall

OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature

MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/31/2023 at 9:29 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PROPERTY DISCLOSURE - RESIDENTIAL ONLY  
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

**NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.**

- 1. SELLER: Wayne Cipullo Executor for Estate of Donna Cipullo
- 2. PROPERTY LOCATION: 11 Richard Road, Rye, NH 03870
- 3. CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?  Yes  No

4. SELLER:  has  has not occupied the property for 63 years.

5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

a. TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other

b. INSTALLATION: Location: Front of house off street  
Installed By: \_\_\_\_\_ Date of Installation: Unknown  
What is the source of your information? \_\_\_\_\_

c. USE: Number of persons currently using the system: 3  
Does system supply water for more than one household?  Yes  No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?  
Pump:  Yes  No  N/A Quantity:  Yes  No  
Quality:  Yes  No  Unknown

If YES to any question, please explain in Comments below or with attachment.

e. WATER TEST: Have you had the water tested?  Yes  No Date of most recent test \_\_\_\_\_  
IF YES to any question, please explain in Comments below or with attachment.  
Are you aware of any test results reported as unsatisfactory or satisfactory with notations?  Yes  No  
IF YES, are test results available?  Yes  No  
What steps were taken to remedy the problem?

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

6. SEWAGE DISPOSAL SYSTEM

a. TYPE OF SYSTEM: Public:  Yes  No Community/Shared:  Yes  No  
Private:  Yes  No  Unknown  
Septic Design Available:  Yes  No

b. IF PUBLIC OR COMMUNITY/SHARED  
Have you experienced any problems such as line or other malfunctions?  Yes  No  
What steps were taken to remedy the problem? \_\_\_\_\_

c. IF PRIVATE:

TANK:  Septic Tank  Holding Tank  Cesspool  Unknown  Other \_\_\_\_\_  
Tank Size \_\_\_\_\_ Gal.  Unknown  Other: \_\_\_\_\_  
Tank Type  Concrete  Metal  Unknown  Other: \_\_\_\_\_  
Location: \_\_\_\_\_ Location Unknown  Date of Installation: \_\_\_\_\_  
Date of Last Servicing: \_\_\_\_\_ Name of Company Servicing Tank: \_\_\_\_\_  
Have you experienced any malfunctions?  Yes  No  
Comments: \_\_\_\_\_

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS \_\_\_\_\_

**PROPERTY DISCLOSURE - RESIDENTIAL ONLY**  
**New Hampshire Association of REALTORS® Standard Form**



**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 11 Richard Road, Rye, NH 03870

d. LEACH FIELD:  Yes  No  Other: \_\_\_\_\_  
 IF YES, Location: \_\_\_\_\_ Size: \_\_\_\_\_ Unknown: \_\_\_\_\_  
 Date of installation of leach field: \_\_\_\_\_ Installed By: \_\_\_\_\_  
 Have you experienced any malfunctions?  Yes  No  
 Comments: \_\_\_\_\_

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A?  Yes  No  Unknown  
 IF YES, has a site assessment been done?  Yes  No  Unknown  
 Source of Information: \_\_\_\_\_  
 Comments: \_\_\_\_\_

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

7. <u>INSULATION</u>	<u>LOCATION</u>	<u>Yes</u>	<u>No</u>	<u>Unknown</u>	<u>If YES, Type</u>	<u>Amount</u>	<u>Unknown</u>
	Attic or Cap	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FIBERGLASS	_____	<input type="checkbox"/>
	Crawl Space	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	"	_____	<input type="checkbox"/>
	Exterior Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	"	_____	<input type="checkbox"/>
	Floors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	"	_____	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>

**8. HAZARDOUS MATERIAL**

**a. UNDERGROUND STORAGE TANKS - Current or previously existing:**

NEVER  
 Are you aware of any past or present underground storage tanks on your property?  Yes  No  Unknown IF YES: Are tanks currently in use?  Yes  No  
 IF NO: How long have tank(s) been out of service? \_\_\_\_\_  
 What materials are, or were, stored in the tank(s)? \_\_\_\_\_  
 Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Are you aware of any past or present problems such as leakage, etc?  Yes  No  
 Comments: \_\_\_\_\_  
 If tanks are no longer in use, have the tanks been removed?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

**b. ASBESTOS - Current or previously existing:**

As insulation on the heating system pipes or ducts?  Yes  No  Unknown  
 In the siding?  Yes  No  Unknown In the roofing shingles?  Yes  No  Unknown  
 In flooring tiles?  Yes  No  Unknown Other \_\_\_\_\_  Yes  No  Unknown  
 If YES, Source of information: \_\_\_\_\_  
 Comments: \_\_\_\_\_

**c. RADON/AIR - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown  
 If YES: Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Results: \_\_\_\_\_ If applicable, what remedial steps were taken? \_\_\_\_\_  
 Has the property been tested since remedial steps?  Yes  No  
 Are test results available?  Yes  No  
 Comments: \_\_\_\_\_

SELLER(S) INITIALS VO / \_\_\_\_\_

BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

PROPERTY DISCLOSURE - RESIDENTIAL ONLY  
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 11 Richard Road, Rye, NH 03870

d. RADON/WATER - Current or previously existing:

Has the property been tested?  Yes  No  Unknown

If YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, what remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Comments: \_\_\_\_\_

e. LEAD-BASED PAINT - Current or previously existing:

Are you aware of lead-based paint on this property?  Yes  No

If YES: Source of information: \_\_\_\_\_

Are you aware of any cracking, peeling, or flaking lead-based paint?  Yes  No

Comments: \_\_\_\_\_

f. Are you aware of any other hazardous materials?  Yes  No

If YES: Source of information: \_\_\_\_\_

Comments: \_\_\_\_\_

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?

Yes  No  Unknown If YES, Explain: PROPERTY EASEMENT - MORTGAGE

What is your source of information? DOCUMENTATION AVAILABLE

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

Yes  No  Unknown If YES, Explain: \_\_\_\_\_

What is your source of information? \_\_\_\_\_

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

Yes  No If YES, Explain: \_\_\_\_\_

d. Are you aware of any problems with other buildings on the property?  Yes  No

If YES, Explain: \_\_\_\_\_

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?

YES  NO  UNKNOWN

If YES, Explain: \_\_\_\_\_

f. Is this property located in a Federally Designated Flood Hazard Zone?  Yes  No  Unknown

Comments: \_\_\_\_\_

g. Has the property been surveyed?  Yes  No  Unknown If YES, By: ERNEST COTE

If YES, is survey available?  Yes  No  Unknown

h. How is the property zoned? RESIDENTIAL

i. Street (check one):  Public  Private  Association

If private, is there a written road maintenance agreement?  Yes  No

Additional Information: \_\_\_\_\_

j. Heating System Age: 18 Type: HYD AIR Fuel: oil Tank Location: GARAGE

Owner of Tank: PROPERTY OWNER

Annual Fuel Consumption: \_\_\_\_\_ Price: \_\_\_\_\_ Gallons: \_\_\_\_\_

Date system was last serviced and by whom? UNKNOWN - ADMIRAL HEATING

Secondary Heat Systems: GARAGE HEAT OIL SEPARATE FROM MAIN SYSTEM

Comments: PROPANE FIRE PLACE

SELLER(S) INITIALS

BUYER(S) INITIALS

PROPERTY DISCLOSURE - RESIDENTIAL ONLY  
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 11 Richard Road, Rye, NH 03870

- k. Roof Age: 18 Type of Roof Covering: ASPHALT SHINGLE  
Moisture or leakage: NO  
Comments: \_\_\_\_\_
- l. Foundation/Basement:  Full  Partial  Other: \_\_\_\_\_ Type: \_\_\_\_\_  
Moisture or leakage: NO  
Comments: \_\_\_\_\_
- m. Chimney(s) How Many? 0 Lined? \_\_\_\_\_ Last Cleaned: \_\_\_\_\_ Problems? \_\_\_\_\_  
Comments: \_\_\_\_\_
- n. Plumbing Type: PEX TUBING PUBLIC H2O Age: 18 YEARS  
Comments: \_\_\_\_\_
- o. Domestic Hot Water: Age: 18 Type: OIL Gallons: UNKNOWN
- p. Electrical System: # of Amps 200 Circuit Breakers  Fuses   
Comments: \_\_\_\_\_  
Solar Panels:  Leased  Owned If leased, explain terms of agreement: \_\_\_\_\_  
Comments: \_\_\_\_\_
- q. Modifications: Are you aware of any modifications or repairs made without the necessary permits?  Yes  No  
If Yes, please explain: \_\_\_\_\_
- r. Pest Infestation: Are you aware of any past or present pest infestations?  Yes  No Type: \_\_\_\_\_  
Comments: \_\_\_\_\_
- s. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g)  Yes  No If YES, please explain: \_\_\_\_\_
- t. Air Conditioning: Type: CENTRAL Age: 18 Date Last Serviced and by whom: UNKNOWN  
Comments: \_\_\_\_\_
- u. Pool: Age: \_\_\_\_\_ Heated:  Yes  No Type: \_\_\_\_\_ Last Date of Service: \_\_\_\_\_  
By Whom: \_\_\_\_\_
- v. Generator: Portable: Yes  No  Whole House: Yes  No  Kw/Size: \_\_\_\_\_ Last Date of Service: \_\_\_\_\_  
If Portable:  Included  Negotiable  
Comments: \_\_\_\_\_
- w. Internet: Type Currently Used at Property: YES
- x. Other (e.g. Alarm System, Irrigation System, etc.) YES ADT  
Comments: \_\_\_\_\_

**NOTICE TO PURCHASER(S):** PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS \_\_\_\_\_



PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 11 Richard Road, Rye, NH 03870

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

Yes  No

b. ADDITIONAL COMMENTS:

See attached

ACKNOWLEDGEMENTS

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

SELLER [Signature] DATE 7/30/23

SELLER [Blank] DATE [Blank]

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER [Blank] DATE [Blank]

BUYER [Blank] DATE [Blank]

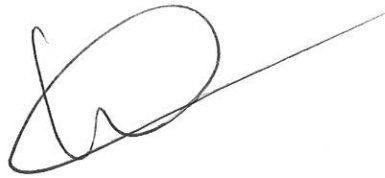
[Two small empty boxes]

[Two small empty boxes]

Cipullo Property Disclosure Additional Information

1. Air handler in attic, which services the top floor is thought to be in need of replacement
  
2. The home was completely renovated in 2005. The renovation included the following:
  - a. Addition of breezeway
  - b. Addition of Garage with upper floor
  - c. Addition of second floor

Additional information is available upon request.

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by a long horizontal line extending to the right.

# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS FOR HOUSING SALES



This Disclosure Form is from the National Lead Information Center under the United States Environmental Protection Agency. This is not a New Hampshire Association of REALTORS® form.

Property Address: 11 Richard Road, Rye, NH 03870

### Lead Warning Statement

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgement (initial)

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgement (initial)

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 7/30/23  
Seller Date

Seller Date

Purchaser Date

Purchaser Date


 7/31/23  
Agent Date

Agent Date

004199

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION



REAL ESTATE TRANSFER TAX

XX THOUSAND XX HUNDRED AND 40 DOLLARS

012307	812344	\$ 40.00
--------	--------	----------

VOID IF ALTERED

### QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that WE, JOHN J. CIPULLO and DONNA C. CIPULLO, Trustees of THE J & D CIPULLO FAMILY REVOCABLE TRUST of 2003, husband and wife, of 11 Richard Road, Rye, New Hampshire 03870, FOR CONSIDERATION PAID, grant to JOHN J. CIPULLO and DONNA C. CIPULLO, husband and wife, as joint tenants with rights of survivorship, of 11 Richard Road, Rye, New Hampshire 03870, WITH QUITCLAIM COVENANTS, the following described premises:

**PARCEL I:**

A certain parcel of land together with the buildings thereon situated on the Southwesterly side of Richard Road in Rye, County of Rockingham and State of New Hampshire, being more particularly bounded and described as follows:

Beginning in the Southwesterly corner of the within described parcel in the Southwesterly sideline of said Richard Road, said point being 226' S 56' 08' E of the Southwesterly corner of said Richard Road and Perkins Road; thence running Westerly by a proposed street Eighty (80) feet to a point; thence turning at a right angle and running Southerly Eighty-three (83) feet to a corner; thence turning at a right angle and running Easterly One Hundred Thirty (130) feet to the Southwesterly sideline of said Richard Road; thence turning and running Northwesterly by said sideline of said Richard Road Ninety-six (96) feet to the point of beginning.

Being Lot No. 17 on a certain plan of land described as "A Part of Rye Beach Terrace", made by the New Hampshire Engineering Service, July

2007 JAN 23 AM 8:38

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

9, 1948, to which more particular reference may be had, together with a right of way 30 feet in width for all purposes from Perkins Road Southwesterly along Bernard Drive, so-called; and thence Northwesterly along said Richard Road to Perkins Road, as laid out on said plan, and the further right to enter the water line now or formerly of the Barteau's, said water line being laid out within said right of way.

Said premises are conveyed, however, under and subject to the following conditions and restrictions, viz:

- (a) Neither building nor land shall be used, and no building or structure shall be erected, altered or used for any industry, trade, and manufacturing or commercial purposes, except the occupations or professions listed below, whether in whole or in part, or for dumping of garbage, papers, glass, tin cans, junk or similar refuse or for a junkyard, automobile graveyard, tourist, trailer, or overnight camp or for other than one or more of the following specified purposes:
1. A detached dwelling for one family or housekeeping unit.
  2. The office of a resident professional person or such home occupations as dressmaking or hairdressing carried on by a resident occupant, provided that for each resident family not more than the equivalent of one-half the floor area of one story is devoted to such uses, provided that there is no display of products or service visible from the street nor signboard to advertise such use except an announcement sign and provided that such uses shall not be carried on in an accessory building, said announcement or professional signs to be not more than two square feet in area, placed on the premises in connection with any home or other occupation herein permitted.
- (b) The grantors hereby covenant and agree to and with the grantees that all deeds and conveyances of Lots 15-22 on said plan shall contain the same conditions and restrictions as above stated and as hereinafter set forth and that said other lots of land shall be subject thereto.
1. No dwelling house to be erected on said other lots to cost less than \$7,000.00
  2. No dwelling house or accessory building shall be erected nearer than twenty-five feet to said Richard Road.

**PARCEL II:**

A certain parcel of land situated on Richard Road in Rye, County of Rockingham and State of New Hampshire lying Northerly and Westerly of Lot No. 17 on a certain plan of land described as "A Part of Rye Beach

Terrace" made by the New Hampshire Engineering Service July 9, 1948 being more particularly bounded and described as follows:

Beginning at a point 15 feet of the Northeasterly corner of the land of the Grantee said point being in the Westerly sideline of said Richard Road and thence running Westerly on a line parallel to and 15 feet Northerly from the Northerly boundary of said Lot No. 17, and a Westerly prolongation thereof, 138 feet to a point; thence turning and running Southeasterly by other land now or formerly of Bernard A. Barteau to a point 138 feet from Richard Road measured along the Westerly prolongation of the mutual boundary line of Lots 17 and 18 on said plan; thence turning and running Easterly along the prolongation of said boundary line to the Southwesterly corner of said Lot 17 being land now or formerly of Bernard A. Barteau; thence turning and running Northerly by said Lot 17 being other land now or formerly of Bernard A. Barteau 83 feet to a corner; thence turning and running Easterly by other land now or formerly of Bernard A. Barteau being Lot 17 on said plan 80 feet to Richard Road; and thence turning and running Northerly along said Richard Road 15 feet to the point of beginning.

Said premises are conveyed however, under and subject to the following conditions and restrictions, viz:

- (a) Neither building nor land shall be used, and no building or structure shall be erected, altered or used for any industry, trade, and manufacturing or commercial purposes, excepting the occupations or professions listed below, whether in whole or in part, or for dumping of garbage, papers, glass, tin cans, junk or similar refuse or for a junkyard, automobile graveyard, tourist, trailer, or overnight camp or for other than one or more of the following specified purposes:
1. A detached dwelling for one family or housekeeping unit.
  2. The office of a resident professional person or such home occupations as dressmaking or hairdressing carried on by a resident occupant, provided that for each resident family not more than the equivalent of one-half the floor area of one story is devoted to such uses, provided that there is no display of products or service visible from the street nor signboard to advertise such use except an announcement sign and provided that such uses shall not be carried on in an accessory building, said announcement or professional signs to be not more than two square feet in area, placed on the premises in connection with any home or other occupation herein permitted.
- (b) The grantors hereby covenant and agree to and with the grantees that all deeds and conveyances of Lots 15-22 on said plan shall contain the same

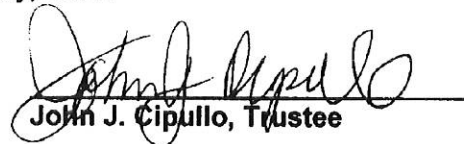
conditions and restrictions as above stated and as hereinafter set forth and that said other lots of land shall be subject thereto.

1. No dwelling house to be erected on said other lots to cost less than \$7,000.00.
2. No dwelling house or accessory building shall be erected nearer than twenty-five feet to said Richard Road.

Being the same premises conveyed to Grantors by deed from Donna C. Cipullo, dated December 2, 2003 and recorded in Rockingham County Registry of Deeds at Book 4206, Page 2013. See Death Certificate recorded herewith for Doris Caroline Davis who held a life estate in the aforesaid Deed.

The undersigned Trustees have full and absolute power in said Trust Agreement to convey any interest in real estate and any improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustees have said power or to see to the application of any trust asset paid to the Trustee for a conveyance thereof.

Executed this 17 day of January, 2007.

  
John J. Cipullo, Trustee

  
Donna C. Cipullo, Trustee

State of New Hampshire  
County of Rockingham

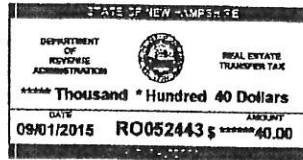
January 17, 2007

Then personally appeared the above-named John J. Cipullo and Donna C. Cipullo, Trustees of The J & D Cipullo Family Revocable Trust, known to me or satisfactorily proven to be the person whose names are subscribed to the foregoing instrument and acknowledged that they executed the same freely and intelligently, for the purposes contained herein, before me.



  
Notary Public  
My Commission Expires:

Return to:



**RECIPROCAL EASEMENT AGREEMENT**

26 THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made as of this day of August, 2015 by and between **Joyce K. Ralph and Wilbur Ralph, Trustees of the Alice M. Lavoie Revocable Trust of 1992**, a New Hampshire trust with an address of P.O. Box 338, Epping, New Hampshire 03042 ("Lavoie") and **Donna Cipullo**, a single person with an address of 11 Richard Road, Rye, New Hampshire 03870 ("Cipullo"); together with Lavoie (the "Parties").

RECITALS

WHEREAS, Lavoie is the owner of a certain parcel of land described in a Quitclaim Deed dated April 17, 1995, and recorded at Book 3101, Page 0361 at the Rockingham County Registry of Deeds ("Registry"), further known and described as Tax Map 52, Lot 171 in the Tax Map Records of the Town of Rye, New Hampshire and shown as Tax Map 52 Lot 171 ("Lavoie Property") on a plan of land called "Easement Plat" dated June 27, 2014 and revised through August 4, 2015, prepared by Jones & Beach Engineers, Inc., recorded in the Registry immediately prior hereto as Plan D-39023 (the "Plan"), incorporated by reference herein; and

WHEREAS, Cipullo is the owner of a certain parcel of land described in a Quitclaim Deed dated and recorded in the Registry at Book 4758, Page 0445, further known and described as Tax Map 52, Lot 172 in the Tax Map Records of the Town of Rye, New Hampshire and shown on the plan as Tax Map 52, Lot 172 ("Cipullo Property"); together with the Lavoie Property, the "Properties") on the Plan; and

WHEREAS, Cipullo and Lavoie have for a period of time made use of certain portions of each other's Properties and desire to agree as to the scope, area and rights relative to such usage;

WHEREAS, Lavoie and Cipullo intend to hereby confirm their agreements and understandings with respect to the Properties;

NOW THEREFORE, in consideration of the mutual promises of the Parties contained herein and for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties agree as follows:

2015 SEP -1 PM 2:58

038789

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS



1. Subject to the terms and conditions set forth herein, Cipullo hereby grants to Lavoie and their guests/invitees, the following rights and easements (collectively, the "Lavoie Easement") with respect to a portion of the Cipullo Property shown on and identified as area #2 under Easement Notes on the Plan as "Reciprocal Easement in favor of Tax Map 52, Lot 171 (Lavoie) 140 Sq. Ft." (said easement area, the "Lavoie Easement Area").
  - a. The exclusive right and easement to use the Lavoie Easement Area for lawn, shrubbery and landscaping purposes as such area is utilized as of the date of this Agreement and for pedestrian access in connection therewith.
  - b. This easement area shall be maintained and landscaped by Lavoie in a manner and quality that is at least as good and aesthetically attractive as of the date of this Agreement.
  
2. Subject to the terms and conditions set forth herein, Lavoie hereby grants to Cipullo, and their guests/invitees, the following rights and easements (collectively, the "Cipullo Easement") with respect to a portion of the Lavoie Property shown on and identified as area #1 under Easement Notes on the Plan as "Reciprocal Easement in favor of Tax Map 52, Lot 172 (Cipullo) 499 Sq. Ft." (said easement area, the "Cipullo Easement Area"); collectively, with the Lavoie Easement Area, the "Easement Areas").
  - a. The exclusive right and easement to use the Cipullo Easement Area: for lawn, shrubbery, and landscaping purposes as such area is utilized as of the date of this Agreement; for pedestrian access in connection therewith; and for maintenance and repairs to the Cipullo house and deck. Also, a fence/post encroachment (being the 3<sup>rd</sup> post from the road as identified on Note 3 of the Plan), and only to the extent it encroaches as of the date of this agreement, the use of the encroaching portion of Cipullo's rear deck.
  - b. This easement area shall be maintained and landscaped by Cipullo in a manner and quality that is at least as good and aesthetically attractive as of the date of this Agreement.
  
3. The parties agree that the easements conveyed hereby are each subject to the following terms and conditions:
  - a. Subject to paragraphs 1 and 2 above, absent express written consent of the other party, neither party shall make, install or construct any structures or improvements (other than grass and existing landscaping), including fencing, in or on either of the Easement Areas. Notwithstanding the foregoing and Paragraphs 1 and 2, above, the existing encroachment by a portion of the Cipullo rear deck and the entire Cipullo fence may remain and at Cipullo's sole expense be maintained/replaced in their existing location(s) only with the same style fence as currently exists at Cipullo's expense. The entire fence may remain subject to the condition that upon written demand of any owner of the Lavoie property, the owner of the Cipullo property shall at its sole expense, immediately remove the "last three sections of fence encroachment to be removed per agreement (past

third fence post)" as identified on the plan. (See Plan and Note 3) The owner of the Cipullo property shall within 30 days of such written demand remove the remaining fence and posts.

- b. Entry upon the Lavoie Easement Area and exercise of the rights granted pursuant to the Lavoie Easement by Lavoie shall be at their own risk, and Lavoie does hereby indemnify and hold Cipullo harmless from and against any and all liability, loss, cost, damage or expense, including, without limitation, mechanic's or materialmen's liens, court costs and/or fees related to litigation or alternative dispute resolution and reasonable attorneys' fees, incurred by Cipullo as a result of, arising from, or in connection with the exercise by Lavoie of any of the rights granted or described in this Agreement, except in the case of intentional misconduct or willful violation of law by Cipullo.
  - c. Entry upon the Cipullo Easement Area and exercise of the rights granted pursuant to the Cipullo Easement by Cipullo shall be at their own risk, and Cipullo does hereby indemnify and hold Lavoie harmless from and against any and all liability, loss, cost, damage or expense, including, without limitation, mechanic's or materialmen's liens, court costs and/or fees related to litigation or alternative dispute resolution and reasonable attorneys' fees, incurred by Lavoie as a result of, arising from, or in connection with the exercise by Cipullo of any of the rights granted or described in this Agreement, except in the case of intentional misconduct or willful violation of law by Lavoie.
4. All rights and privileges, obligations and liabilities of the easements created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors and assigns of Cipullo and Lavoie and shall run with the land.
  5. This Agreement constitutes the entire agreement of the parties with respect to the matters recited herein and supersedes all other agreements, written or oral, regarding the matters recited herein.
  6. The undersigned, Joyce K. Ralph and Wilbur Ralph, Trustees of the Alice M. Lavoie Revocable Trust of 1992, created under trust agreement dated June 12, 1992, have full and absolute power under said trust agreement to convey any interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power or to see to the application of any trust asset paid to the Trustees for a conveyance thereof.
  7. For Lavoie title reference, see Quitclaim Deed dated April 17, 1995, and recorded at Book 3101, Page 0361 at the Registry. Alice M. Lavoie passed away on October 1, 2013. See Certificate of Death recorded at the Registry in Book 5522, Page 1609. Joyce K. Ralph and Wilbur Ralph are the successor trustees of the Alice M. Lavoie Revocable Trust of 1992.

- 8. For Cipullo title reference, see Quitclaim Deed dated January 17, 2007, and recorded in the Registry at Book 4758, Page 0445. John C. Cipullo passed away on May 22, 2010. See Certificate of Death recorded at the Registry in Book 5218, Page 1018.
- 9. In consideration of the foregoing and of the mutual covenants and obligations contained herein, the Parties, for themselves and their respective representatives, agents, estate, beneficiaries, administrators, heirs, family members, sureties, subrogees, mortgagees, insurers, affiliates, successors, and assigns mutually release, acquit and forever discharge each other and each other's respective representatives, agents, estate, beneficiaries, administrators, heirs, family members, sureties, subrogees, mortgagees, insurers, affiliates, successors, and assigns from any and all claims, demands, debts, actions, causes of action, obligations, penalties and losses, whether presently known or unknown, suspected or unsuspected, existing or contingent, or at law or in equity, arising out and relating to the Properties up until and including the effective date of this Agreement, including, but not limited to, any and all claims that were or could have been asserted relative to adverse possession and prescriptive easement of the Properties, excepting only those obligations of the Parties contained in this Agreement. The Parties agree that this Agreement finally and unequivocally resolves and settles all claims, including adverse possession and prescriptive easement claims, made or that could have been made by each of them relative to the Properties, and all understandings and negotiations, written or verbal, heretofore made between them or their representatives with respect to this Agreement or the Properties are hereby waived and cancelled, and that there are no agreements, representations or understandings with respect to this Agreement or the Properties not herein mentioned.

IN WITNESS WHEREOF, this Reciprocal Easement Agreement has been executed by the parties to be effective as of the date set forth in the first paragraph hereof.

Date: 8-26, 2015

Joyce K. Ralph, Trustee  
 Joyce K. Ralph, Trustee of the  
 Alice M. Lavoie Revocable Trust of 1992

Date: 8/26, 2015

W. R. Ralph  
 Wilbur Ralph, Trustee of the  
 Alice M. Lavoie Revocable Trust of 1992

Date: 8/25, 2015

Donna C. Cipullo  
 Donna Cipullo

BK 5650 PG 2250

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham, ss.

On this 26<sup>th</sup> day of August, 2015, before me, personally appeared the above-named Joyce K. Ralph, as a Trustee of the Alice M. Lavoie Revocable Trust of 1992 and acknowledged the execution of this agreement to be her free act and deed in her said capacity.

*[Handwritten Signature]*

Notary Public  
Name: Ralph  
Commission Expires:



STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham, ss.

On this 26<sup>th</sup> day of August, 2015, before me, personally appeared the above-named Wilbur Ralph, as a Trustee of the Alice M. Lavoie Revocable Trust of 1992 and acknowledged the execution of this agreement to be his free act and deed in his said capacity.

*[Handwritten Signature]*

Notary Public  
Name: Wilbur  
Commission Expires:



STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham, ss.

On this 25 day of August, 2015, before me, personally appeared the above-named Donna Cipullo, and acknowledged the execution of this agreement to be her free act and deed.

*[Handwritten Signature]*

Notary Public  
Name:  
Commission Expires:



8671566\_1.docx



**REAL ESTATE PURCHASE & SALE AGREEMENT**

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below or on Exhibit A, herein agrees to purchase said real estate in accordance with the following terms and conditions:

1. Seller(s): Estate of Donna C. Cipullo,  
 By Wayne Cipullo, Executor  
 Street: 12 Beniah Lane  
 City/State/Zip: Epping, NH 03042  
 Telephone #: \_\_\_\_\_
- Buyer(s): \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_

2. Property:  Land  Land & Buildings  Condo  Other: \_\_\_\_\_  
 Street Address: 11 Richard Road City/Town: Rye  
 County: Rockingham State: New Hampshire  
 Also known as Tax Map 52, Lot 172 with deed recorded at the Rockingham County Registry of Deeds at Book 4758, Page 0445.

3. BID PRICE (HAMMER PRICE): \$ \_\_\_\_\_  
 10% BUYER'S PREMIUM: \$ \_\_\_\_\_  
 TOTAL PURCHASE PRICE DUE FROM BUYER: \$ \_\_\_\_\_
- INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, Receipt of which is acknowledged and is NON-REFUNDABLE.  
 10% of the Total Purchase Price \$ \_\_\_\_\_  
 Additional Deposit: \$ \_\_\_\_\_  
 BALANCE DUE AT TRANSFER OF TITLE: \$ \_\_\_\_\_

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before Friday, October 13<sup>th</sup> at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at Paul McInnis LLC on One Juniper Road, North Hampton, New Hampshire on Friday, October 13<sup>th</sup> at 10:00 a.m.

\_\_\_\_\_,  
 Seller

\_\_\_\_\_,  
 Buyer

5. Title shall be transferred by Fiduciary deed free of all liens, subject to all easements and restrictions of record. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".
6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$10,000.00 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument is to be construed as a New Hampshire 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, devisees, executors, administrators, successors and assigns, and may be cancelled, 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 Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: *any remaining residual personal property at time of closing.*
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. 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 his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:  

---
15. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

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.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

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. The 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.

LEAD PAINT: Before 1978, 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.  
Note: lead paint/lead paint hazards – Federal law requires that individuals purchasing residential housing built before 1978 receive a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer acknowledges that they are given the opportunity to conduct such risk assessment or inspection within the next 10 days. Buyer also acknowledges that results of such risk assessment or inspection will NOT affect any terms of this Real Estate Purchase & Sale Agreement included but not limited to the price and terms agreed upon as well as the buyers' decision to go forward with the purchase of the property.

16. ADDITIONAL TERMS:

17. Addenda Attached \_\_\_Yes, X No

IN WITNESS WHEREOF, the parties have hereunto set their hands this day.

\_\_\_\_\_  
Witness  
Date

\_\_\_\_\_  
Seller Wayne Cipullo, Executor      Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser:      Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser:      Date

Revised: January 2019

© 2023 Paul McInnis LLC

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer



## How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at: [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions) (refer to the Due Diligence Checklist contained in the property information package). Finally, submit your bidder registration form with the required bidder deposit to the Auctioneer.

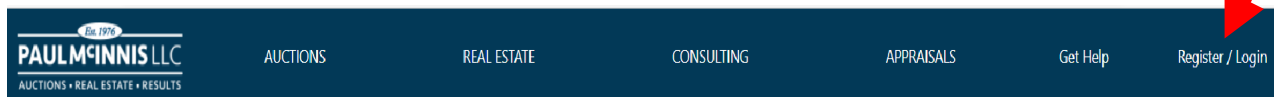
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com).

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Wednesday, August 30<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$25,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, we will activate your account and you will be able to bid.

You can access the online auction portal, [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions), by [clicking here](#).

As shown below, you will need to "**Register/Login**" in the upper right-hand corner of your screen to register and create your online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions) account.



Please contact the auction office with any questions  
[admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or (603) 964-1301





AUCTIONS - REAL ESTATE - RESULTS

1 Juniper Road, North Hampton, NH 03862  
paulmcinnis.com  
Phone (603) 964-1301 Fax (603) 964-1302

Email completed form to  
[admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)

**ONLINE BIDDER REGISTRATION FORM • 23PM-12**  
BIDDING STARTS: Tuesday, August 22<sup>nd</sup> at 9:00 a.m.  
BIDDING ENDS: Tuesday, August 29<sup>th</sup> at 1:00 p.m.  
PROPERTY: 11 Richard Road, Rye, NH

<b>FIRST NAME, MIDDLE INITIAL, &amp; LAST NAME</b>
<b>HOME ADDRESS</b>
<b>CITY, STATE, &amp; ZIP CODE</b>
<b>MOBILE TELEPHONE NUMBER (MUST BE ABLE TO RECEIVE SMS MESSAGES)</b>
<b>EMAIL ADDRESS</b>

**Registration:** At the time of registration, you will be required to deliver your refundable bidder deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Wednesday, August 30<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

**Terms:** A \$25,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Wednesday, August 30<sup>th</sup>, at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Offered subject to approval of the Executor of the estate.

*I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.*

**PRINT BUYER'S NAME:**

**SIGNATURE OF BIDDER:**

**DATE:**

23PM-20 Reviewed by:

-----