



New Meadows Self-Storage Facility Corporate Dissolution

111 Unit Self-Storage Facility
Dover, New Hampshire

Bids Due: Wednesday, November 8th at 2:00 p.m.

New Meadows Self-Storage Facility, f.k.a. Bellamy Knox Self-Storage, is located at **1800 Lilac Lane**, off Route 155. The 2.97-acre site is improved with three self-storage metal buildings having 111 rental units and approximately 59 outdoor spaces.

Property Inspections: By appointment only on Tuesday, October 24th and Tuesday, October 31st. Email: admin@paulmcinnis.com to arrange an appointment.

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 these parties concerning the completeness or accuracy 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.



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EXECUTIVE SUMMARY

The subject property, New Meadows Self-Storage, f.k.a. Bellamy Knox Self-Storage, is located at 1800 Lilac Lane, off Route 155. The 2.97-acre site is improved with three self-storage metal buildings having 111 rental units and approximately 59 outdoor spaces.

ADDRESS	1800 Lilac Lane, Dover, NH Off Route 155
PROPERTY DESCRIPTION	Condominium Land Unit 2 on Plan 0106-068 through 072 recorded in the Strafford County Registry of Deeds which consists of a 2.97-acre site improved with three self-storage metal buildings having 111 rental units and approximately 59 outdoor spaces.
AUCTIONEER’S NOTE	The New Meadows Inc. is an asset of the Sylvester J. Pierce Estate and is being liquidated at the direction of the Court Appointed Administrator. There has been an effort to gather more information about the current tenant role and those units which may or may not be abandoned. Updated information will be provided as it is updated.
TOURS & INSPECTIONS	By appointment only on Tuesday, October 24 th and Tuesday, October 31 st .
TOWN REFERENCE	Map H-35D Lot 17
STRAFFORD COUNTY DEED REFERENCE	Warranty Deed Book 4250 Page 455
ASSESSED VALUE	Town Assessed Value for 2022: Total \$1,876,000 Land \$921,700 Building \$954,300
2022 ANNUAL REAL ESTATE TAXES	\$37,219.84
Unit Breakdown	Building A: 40’ x 200’, 8,000 Sq. Ft., (36) 10’ x 20’ units and (8) 7’ x 10’ units Building B: 40’ x 200’, 8,000 Sq. Ft., (36) 10’ x 20’ units and (8) 7’ x 10’ units Building C: 15’ x 130’, 1950 Sq. Ft., (23) various size units Outside storage, approximately 38 lined spaces, for RV, trailer, boat and vehicle storage.
ZONING	Suburban Density Multi Residential (RM-SU) District

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 Seller, 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 improvement thereon, the Property's fitness for any particular purpose, the Property's merchantability, or any other warranty, express or implied. The Seller, 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 improvements thereon. Offertory are required to undertake their own independent physical inspection of the property and thorough review of all documents prior to submitting their Offers based solely on their own independent investigations and findings and not in reliance on any information provided by the Seller, Paul McInnis LLC, or their agents.



SEALED BID SALE

GENERAL TERMS AND CONDITIONS OF SALE

New Meadows Self-Storage Facility - 1800 Lilac Lane, Dover, NH

Paul McInnis, LLC has been retained by The New Meadows, Inc. (the “**Company**”) to conduct a Sealed Bid Auction Sale of the Company’s Self-Storage Facility in Dover, NH (the “**Property**”), on the following terms and conditions:

- 1. BID OFFER FORMAT:** Purchase offers (“**Bid Offers**”) from Qualified Offerors must be submitted as a completed and Buyer-executed Purchase and Sale Agreement (“**Purchase Agreement**”) in the form provided in the Property Information Package referred to in Section 5 hereof. **The Bid Offer must be delivered to the address specified in Section 2 below on or before 2:00 p.m. EST on Wednesday, November 8, 2023, time being of the essence.** ANY BID OFFER WHICH FAILS TO MEET THE ABOVE DEADLINE AND SUBMISSION REQUIREMENTS OR WHICH IS OTHERWISE NONCONFORMING WILL BE DEEMED NONRESPONSIVE/NON-CONFORMING AND, AT THE COMPANY’S DISCRETION, MAY NOT BE CONSIDERED. The Bid Offer shall set forth the Total Purchase Price that the Offeror commits to pay to purchase the Property subject to these Terms of Sale and the terms of the Purchase Agreement.
- 2. REQUIRED DEPOSIT:** Bid Offers must include an Offer Deposit in the amount of Fifty Thousand Dollars (\$50,000) via bank check payable to “Paul McInnis LLC Escrow.” **Bid Offers and the Offer Deposit must be delivered to the attention of Attorney Daniel P. Luker at Preti Flaherty, 57 North Main Street, PO Box 1318, Concord, NH, 03302-1318 prior to 2:00 p.m. EST on Wednesday, November 8th, 2023.** Offer Deposits will be placed in a non-interest escrow account, and Deposits of Offerors whose bid is not accepted will be promptly returned. The Successful Offeror’s Fifty Thousand Dollar (\$50,000) Offer Deposit (i) shall not be refundable except as provided for in the Purchase Agreement, and (ii) must be supplemented with an additional non-refundable Deposit, within forty-eight (48) hours after notice of the Company’s acceptance of the Bid Offer, in the amount necessary to increase the Deposit to ten percent (10%) of the Total Purchase Price. The Deposit, as supplemented, will be applied to the Total

Purchase Price at closing, or if the closing does not occur, as provided in the Purchase Agreement.

- 3. BUYER'S PREMIUM:** A Ten Percent (10%) Buyer's Premium will be added to the accepted Bid Offer to become the Total Purchase Price. In other words, the Bid Offer price plus 10% thereof will be the Total Purchase Price due from the Buyer at Closing, less the Deposit.
- 4. QUALIFIED OFFEROR:** A Qualified Offeror shall be an Offeror who has (i) reviewed a Property Information Package, per Section 5 below, (ii) performed (or acknowledged the opportunity to perform) Offeror's own independent due diligence, (iii) submitted a conforming Bid Offer and Deposit, and (iv) agreed to and provided to Paul McInnis, LLC a signed acknowledgment of these General Terms and Conditions of Sale.
- 5. PROPERTY INFORMATION PACKAGE:** Qualified Offerors must obtain and review a detailed Property Information Package from Paul McInnis, LLC.
- 6. INSPECTIONS:** Property inspections will be conducted only by appointment with Paul McInnis, LLC on Tuesday, October 24th and Tuesday, October 31st at the Property.
- 7. PROPERTY CONDITIONS:** Except as expressly provided in the Purchase Agreement, the Property is being offered and sold "**AS IS,**" "**WHERE IS,**" and "**WITH ALL FAULTS.**" Neither the Company, Paul McInnis, LLC, nor any of their respective agents, contractors, attorneys, officers, or directors (collectively, "Agents") makes any representations or warranties with respect to the Property or any other warranty, express or implied. The Company, Paul McInnis, LLC and their Agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the Property and any improvements thereon. Offerors are expected to undertake their own independent physical inspection of the Property, public records, and a thorough review of all pertinent documents prior to submitting a Bid Offer and to submit a Bid Offer based solely on their own independent investigations and findings, and not in reliance on any information provided by the Company, Paul McInnis, LLC, or their Agents.
- 8. FINANCING:** Bid Offers must provide for a cash sale and not be contingent on financing of any kind.

- 9. TITLE / CLOSING:** The Property will be conveyed subject to the rights of any and all tenants, tenancies, occupants, deed restrictions, easements, leases, and other reservations and exceptions, whether or not recorded. The sale of the Property must be closed per the terms of the Purchase Agreement **on or before December 8th, 2023**, time being the essence.
- 10. COMPANY DISCRETION WITH REGARD TO BID OFFERS:** The Company shall have the right to accept, reject, counter, or solicit follow-up Bid Offers in the Company's sole discretion.
- 11. NOTICE OF RIGHT OF FIRST REFUSAL:** The sale of the Property is subject to an unrecorded Right of First Refusal ("**ROFR**") held by Lilac Garden, LLC and/or its assigns (the "**ROFR Holder**"), a copy of which is included with the Purchase Agreement. Per the terms of the ROFR, the Company will deliver to the ROFR Holder, within twenty-four (24) hours of the Company's acceptance of a Bid Offer, a copy of the fully executed Purchase Agreement. In the event that the ROFR Holder, within ten (10) days thereafter, replaces the Deposit and executes a substantially identical purchase agreement acceptable to the Company in accordance with the ROFR, the Bid Offeror's Purchase Agreement shall be deemed terminated, and the Bid Offeror's Deposit shall be refunded.
- 12. BREAK-UP FEE:** In acknowledgment and consideration of the time and expense a Bid Offeror has invested in conducting its due diligence and formulating and submitting its successful Bid Offer subject to the ROFR, if the ROFR Holder timely exercises its rights under the ROFR, the Company will pay the terminated successful Bid Offeror an amount equal to one percent (1%) of the Total Purchase Price upon the closing of the sale of the Property to the ROFR Holder.
- 13. RESERVATION OF RIGHTS:** The Company may, in its sole and absolute discretion: (i) withdraw the Property from sale, prior to the Company's acceptance of any Bid Offer; (ii) accept or reject any or all Bid Offers; (iii) accept *any* offer to purchase the Property prior to the Bid Offer deadline of November 8, 2023; (iv) communicate with any Bid Offeror for clarification of such offer and/or verification of financial ability to close; (v) accept the Bid Offer that the Company deems to be in its best interest, and not necessarily the highest Bid Offer; and (vi) call for best and final Bid Offers after November 8, 2023.

14. ADDITIONAL TERMS:

- a. The Company and Paul McInnis, LLC reserve the right, in their sole and absolute discretion, to postpone or cancel the Sealed Bid Sale, in whole or in part; to amend, modify or add any terms and conditions to these General Terms and Conditions of Sale, with notice to all who have requested a Property Information Package, on or before the November 8th Sealed Bid Sale submission deadline. The Property may be withdrawn without notice. To the extent there is any conflict between the provisions of these General Terms and Conditions of Sale and the Purchase Agreement, the terms of the Purchase Agreement shall govern. Written announcements shall take precedence over prior printed information, provided, however, that the final executed Purchase Agreement will evidence all understandings and agreements between Buyer and Seller therein and be in all respects controlling.
- b. All prospective Bid Offerors are urged to carefully review all provisions of these General Terms and Conditions of Sale, including but not limited to those provisions regarding the absence of any representations or warranties whatsoever, the adequacy or completeness of the Property Information Package, or any other information provided herein or in the Property Information Package or any other information obtained from the Company or Paul McInnis, LLC. All Bid Offerors will be charged with full knowledge of all public documents available for inspection.
- c. All square footages, acreages, sizes, rental income tenant rolls, and expenses with respect to the Property are approximate only, are based on the limited information available to the Company, and should be verified independently by prospective Bid Offerors, with the understanding that no warranty of any sort, express or implied, is made by the Company or Paul McInnis, LLC with respect to any information concerning the Property.
- d. The Successful Bid Offeror shall not assign its right under the Purchase Agreement to any other party without the prior written consent of the Company.
- e. THESE GENERAL TERMS AND CONDITIONS OF SALE DO NOT CREATE ANY LEGAL OBLIGATIONS ON THE COMPANY OR PAUL MCINNIS, LLC. IF THE SALE FAILS TO COMPLY WITH ANY OF THESE GENERAL TERMS AND CONDITIONS OF SALE FOR ANY REASON, NEITHER THE COMPANY NOR PAUL MCINNIS, LLC SHALL HAVE ANY LIABILITY

OR OBLIGATION WHATSOEVER. THE SUCCESSFUL BID OFFEROR'S ONLY REMEDY WILL BE THE RETURN OF ANY DEPOSIT PAID BY SUCH BID OFFEROR. THESE GENERAL TERMS AND CONDITIONS OF SALE ARE BINDING UPON AND MUST BE COMPLIED WITH BY ANY PERSON OR ENTITY SUBMITTING A BID OFFER.

- f. Title with respect to the Property will be conveyed as provided in the Purchase Agreement.

- g. If a Bid Offeror defaults under the terms of its Bid Sale Offer or the Purchase Agreement, then the Company will declare such default, terminate the Bid Offer or Purchase Agreement, and retain the Deposit as liquidated damages (and not as a penalty) pursuant to the terms of the Purchase Agreement.

AGREED TO BY BID OFFEROR BY ITS SIGNATURE BELOW, INTENDING TO BE BOUND HEREBY.

Signature

Date

Print Name: _____

SEALED BID SALE & INSTRUCTIONS
New Meadows Self-Storage Facility
1800 Lilac Lane, Dover, NH

Sealed Bid Sale Instructions –

STEP ONE:

Sealed Bid Sale Deadline – Wednesday, November 8th at 2:00 p.m.

In order to become a qualified Offeror, interested parties must:

- a) complete their inspection of the property, their due diligence and confirm their review of the Property Information Package (PIP)
- b) complete the **Offer Form**, sign a copy of **General Terms and Conditions of Sale**, sign and date the **Real Estate Purchase & Sale Agreement**.
- c) Tender their deposit check in the amount of \$50,000.00 payable to Paul McInnis LLC Escrow
- d) Submit said forms and check in a sealed envelope marked:
New Meadows Self-Storage Facility – Sealed Bid Sale
- e) Deliver Offer no later than 2:00 p.m. EST on Wednesday, November 8th, 2023 to:
Daniel P. Luker, Director **Preti Flaherty**, hand deliver to 57 North Main Street, Concord, NH or mail delivery to PO Box 1318, Concord, NH, 03302-1318
- f) The Offer must remain irrevocable by the Bidder for five (5) days following the Offer Deadline

STEP TWO:

The Offers will then be reviewed and presented to Company management with a request for further instructions or a final decision by Friday, November 10th, 2023

STEP THREE:

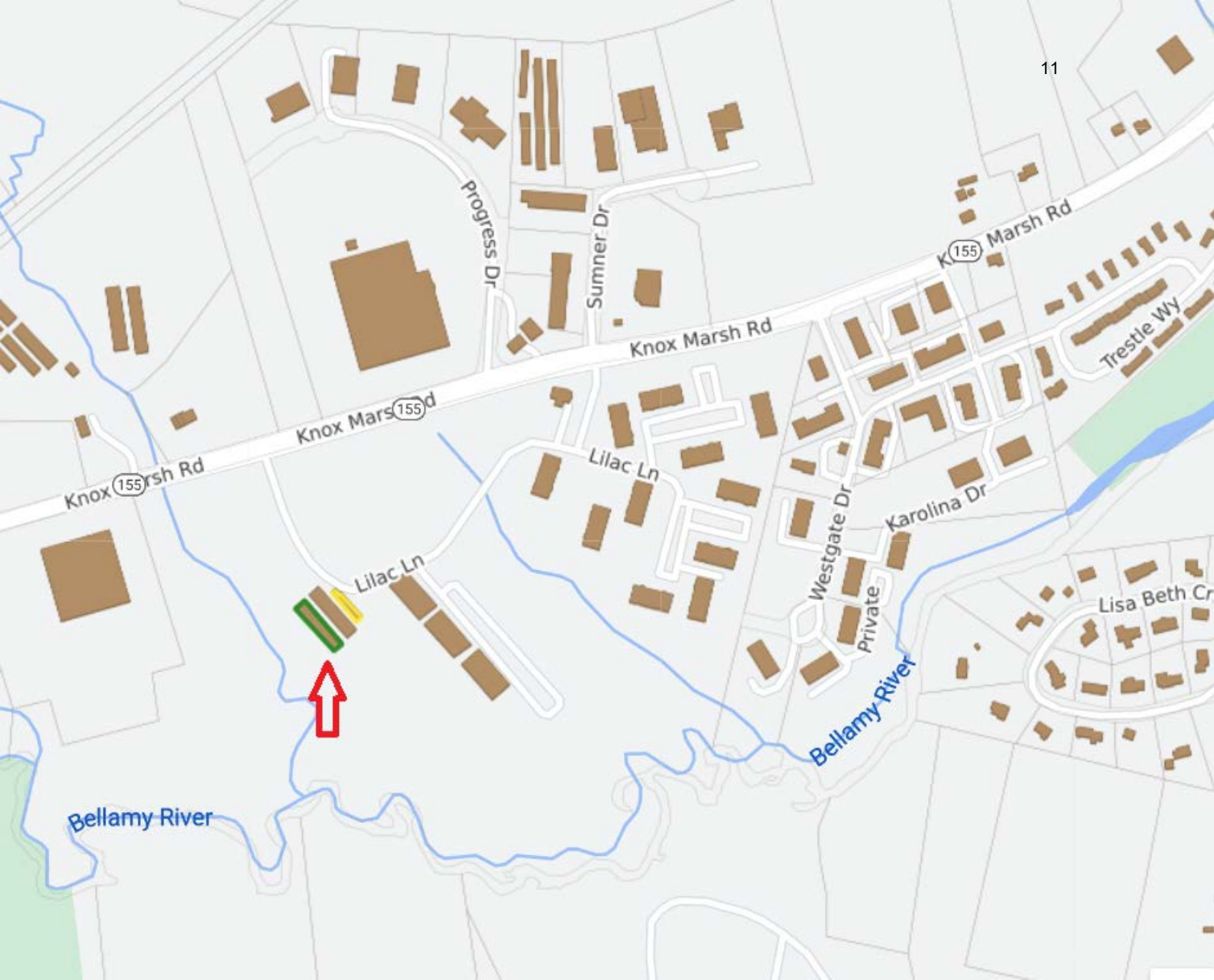
Paul McInnis, LLC will then either:

- A) Announce that an offer has been accepted and provide a signed Purchase and Sales Agreement to the successful Offeror (conditional upon receipt of the full deposit);
- B) Request a Best and Final Offer or further information from 1 or more Offerors of the Company's choosing; or
- C) Reject all offers and return all deposits

STEP FOUR:

Per the terms of the ROFR, the Company will deliver to the ROFR holder, within (24) hours of the Company's acceptance of a Bid Offer, a copy of the fully executed Purchase Agreement.





11

Knox Marsh Rd (155)

Knox Marsh Rd (155)

K (155) Marsh Rd

Lilac Ln

Lilac Ln

Westgate Dr

Karolina Dr

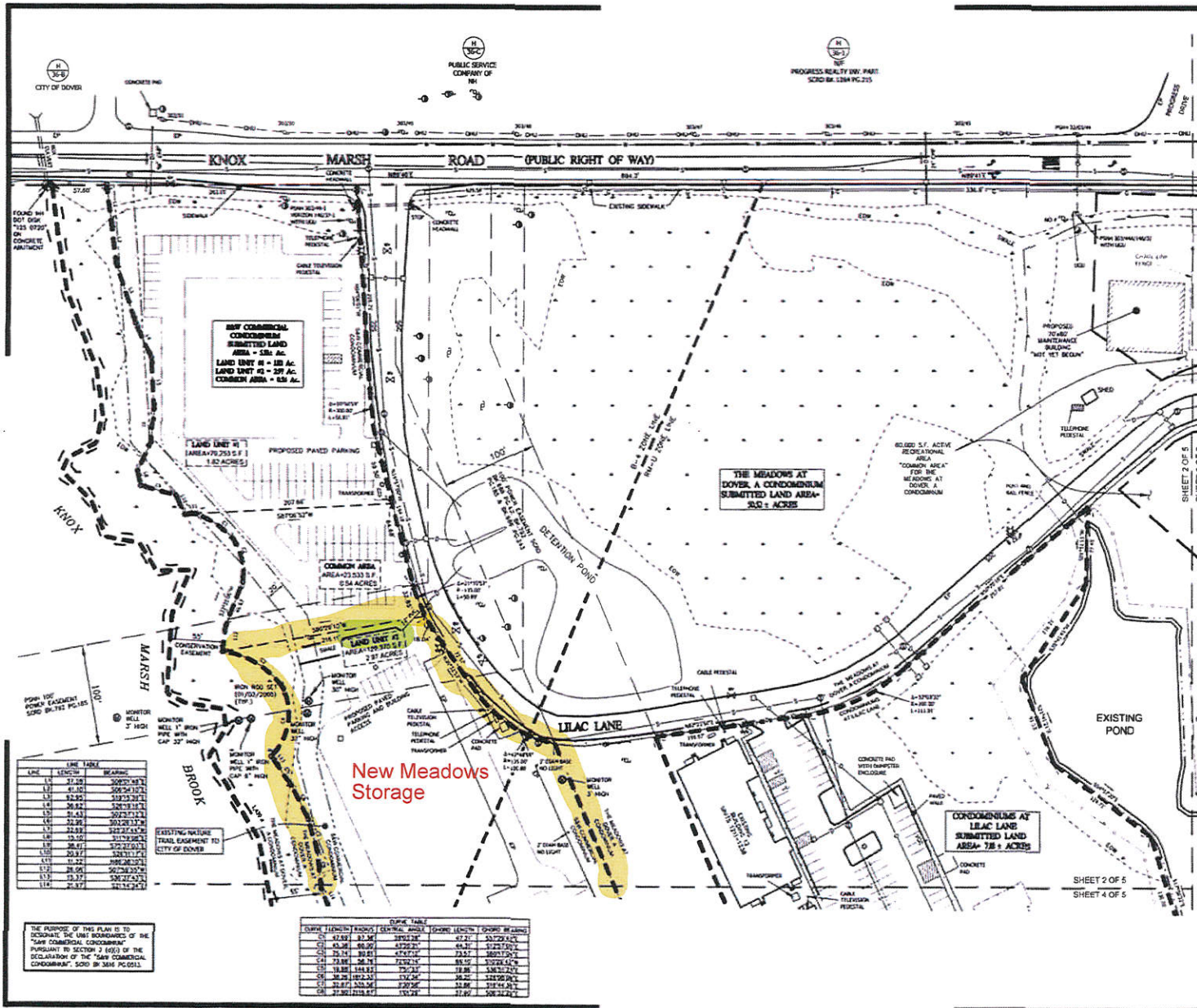
Lisa Beth Cr

Bellamy River

Bellamy River



Plan No. 03121-13020
 Date: 11/15/13
 Project: Dover Meadows



LEGEND

- BC BOON
- CM CORRUGATED METAL PIPE
- EP EDGE OF PAVEMENT
- NE NEW HAMPSHIRE
- DEPARTMENT OF ENVIRONMENTAL SERVICES
- PC FACE
- LE LENGTH
- R RADII
- AD ADJUST
- CO CENTER OF ANGLE
- EDG EDGE OF RECLAIMED
- PA PUBLIC RECREATION AREA
- PSH PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
- PC POLYETHYLENE CHLORIDE
- PVC REINFORCED CONCRETE PIPE
- ROF RIGHT OF WAY
- SC STRAFFORD COUNTY
- SCS SOCIETY OF MEASUREMENTS
- SF SQUARE FEET
- NETA NEW ENGLAND TELEPHONE & TELEGRAPH
- SCC SLOPED GRANITE CURB
- USE UNDERGROUND ELECTRIC
- UU UNDERGROUND UTILITIES
- UTL TAX MAP & LOT NUMBER
- W WARE
- PL PROPERTY LINE
- EDG EDGE OF RIVER
- EDG EDGE OF WETLAND
- FENCE LINE
- METAL
- HYDRANT
- ORANGE MANHOLE
- SEWER MANHOLE
- CATCH BASIN
- MONITORING WELL
- WATER VALVE
- SEW
- CE CENTER OF STREAM
- IRON ROD SET
- UTL UTILITY POLE
- LI LIGHT POST
- CU CUT POLE
- POST AND RAIL FENCE
- WELL
- GAS SHUTOFF
- WATER SHUTOFF
- GAS VALVE
- EXISTING GAS
- EXISTING WATER
- EXISTING DRAINAGE
- EXISTING SEWER
- OTHER LATERAL
- OHU OVERHEAD UTILITIES



1. I CERTIFY THAT THIS PLAN IS ACCURATE AND IS IN COMPLIANCE WITH THE PROVISIONS OF NEW HAMPSHIRE RSA 280-B:20(a) AND THAT ALL UNITS SHOWN ARE EXISTING OR PROPOSED AS NOTED.

2. I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT TO RSA 280-B:20 AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

3. A COPY OF THIS PLAN HAS BEEN FILED WITH THE LOCAL PLANNING BOARD.



REV.	DATE	DESCRIPTION
1	12/17/13	PROVISIONAL
2	12/17/13	FINAL

MSC
 CIVIL ENGINEERS &
 LAND SURVEYORS, INC.

PHONE: 603-431-2222 1370 COMMERCIAL WAY, SUITE 102
 FAX: 603-431-0610 PORTSMOUTH, NH 03801
 WWW.MSCENGINEERS.COM

REVISION V TO THE CONDOMINIUM SITE PLAN
TAX MAP H LOT 35-D
THE NEW MEADOWS, INC.
SHOWING THE SUBMITTED LAND OF THE CONDOMINIUMS AT LILAC LANE, S&W COMMERCIAL CONDOMINIUM & THE MEADOWS AT DOVER, A CONDOMINIUM KNOX MARSH ROAD DOVER, NH COUNTY OF STRAFFORD

DATE: NOVEMBER 15, 2013 (BY: JCY) 1" = 50'
 DRAWN BY: GAO CHECKED BY: JCC

LINE TABLE

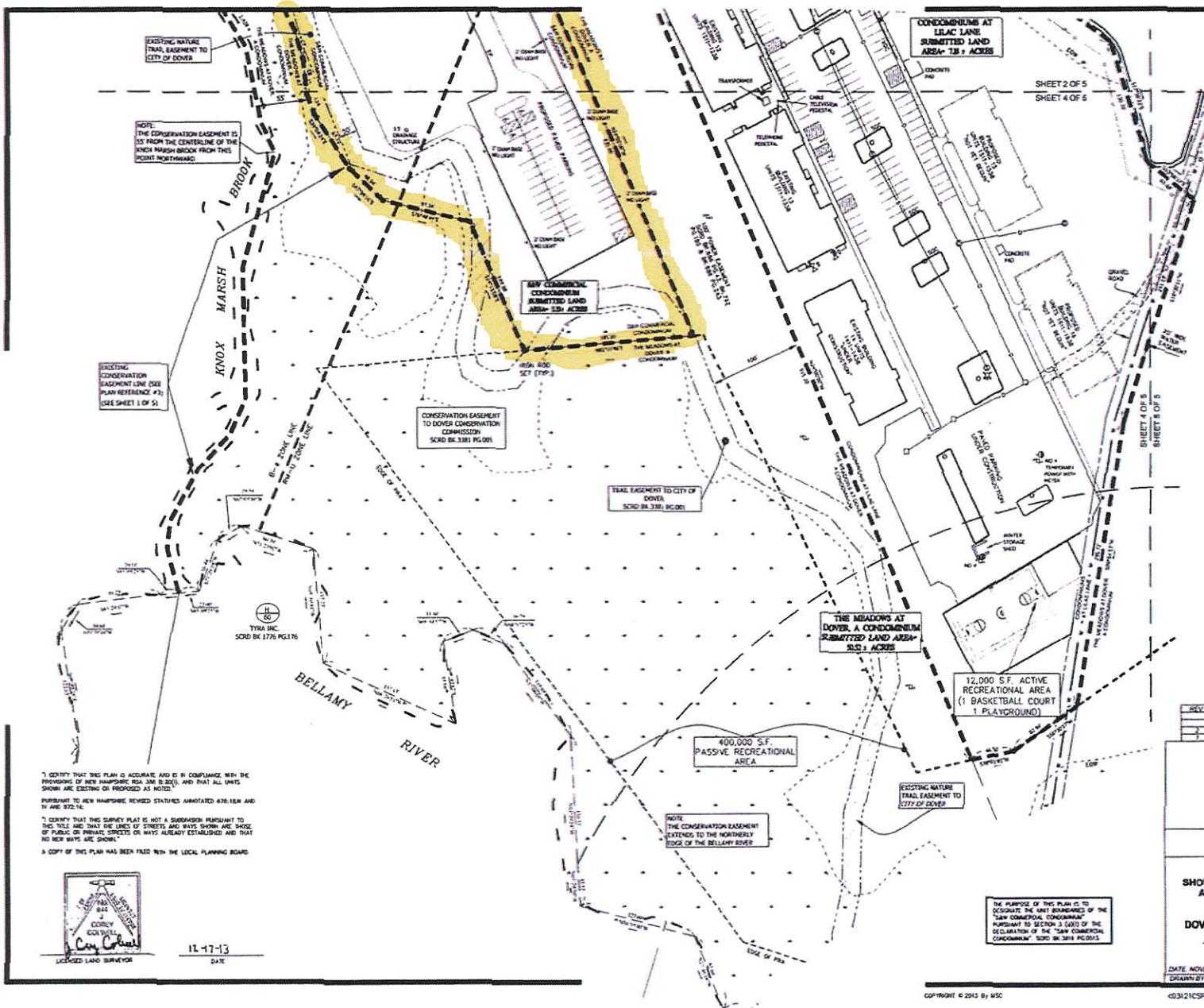
LINE	LENGTH	BEARING
1.1	37.30	S00°00'00"E
1.2	81.80	S00°24'30"E
1.3	32.90	S10°25'20"E
1.4	36.12	S70°11'15"E
1.5	81.43	S02°27'17"E
1.6	32.88	S02°23'37"E
1.7	32.88	S10°25'20"E
1.8	15.00	S17°28'30"E
1.9	38.45	S72°55'03"E
1.10	30.97	S28°11'17"E
1.11	16.62	S00°00'00"E
1.12	28.06	S02°28'30"E
1.13	15.37	S02°27'17"E
1.14	21.37	S12°14'21"E

CURVE TABLE

CURVE	LENGTH	BEARING	CHORD	CHORD BEARING
C1	42.81	S13.36	39.63	82.27
C2	43.38	88.00	43.28	51.22
C3	25.14	80.81	47.87	23.27
C4	13.86	88.78	72.91	83.52
C5	19.88	148.83	75.21	118.88
C6	32.28	182.33	102.27	166.27
C7	32.87	150.56	120.56	114.44
C8	27.80	218.87	100.79	37.67

THE PURPOSE OF THIS PLAN IS TO PRODUCE THE UNIT BOUNDARIES OF THE "S&W COMMERCIAL CONDOMINIUM" PURSUANT TO SECTION 2:005 OF THE DECLARATION OF THE "S&W COMMERCIAL CONDOMINIUM", SOU BY SAH PC 0211.

Doc # 002582 Date 23 2013 10:09 AM
 Plan 106-071 1 of 1
 Register of Deeds - Strafford County



REV.	DATE	DESCRIPTION
1	12/13/13	NO RECORDS THIS SHEET
2	12/13/13	NO RECORDS THIS SHEET

MSC
 CIVIL ENGINEERS &
 LAND SURVEYORS, INC.

PHONE: 603.431.2020 170 COMMERCE WAY, SUITE 1007
 FAX: 603.431.0910 PORTSMOUTH, NH 03801
 www.mscengineers.com

REVISION V TO THE CONDOMINIUM SITE PLAN
TAX MAP H LOT 35-D
THE NEW MEADOWS, INC.
 SHOWING THE SUBMITTED LAND OF THE CONDOMINIUM & THE MEADOWS AT DOVER, A CONDOMINIUM
 KNOX MARSH ROAD
 DOVER, NH COUNTY OF STRAFFORD

DATE: NOVEMBER 15, 2013 (1/4" = 1')
 DRAWN BY: SMC CHECKED BY: JSC

I CERTIFY THAT THIS PLAN IS ACCURATE AND IS IN COMPLIANCE WITH THE PROVISIONS OF NEW HAMPSHIRE RSA 336-B:20(a), AND THAT ALL UNITS SHOWN ARE EXISTING OR PROPOSED AS NOTED.

PERMIT TO NEW HAMPSHIRE REVENUE STATUTES ANNOTATED 476:16B AND 76:102-14.

I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PERMISSIBLE TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE BASED ON PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

A COPY OF THIS PLAN HAS BEEN FILED WITH THE LOCAL PLANNING BOARD.



11-17-13
 DATE

THE PURPOSE OF THIS PLAN IS TO DESCRIBE THE UNIT BOUNDARIES OF THE "S&W COMMERCIAL CONDOMINIUM" PURSUANT TO SECTION 2:10(b) OF THE DECLARATION OF THE "S&W COMMERCIAL CONDOMINIUM" SORD BK 3381 PG 001.



City of Dover

P.O. Box 818
Dover, NH 03821-0818

PROPERTY TAX

REMINDER FOR TAX YEAR 2022

Reference No. 9988
Prop ID H035D 017000
Location:
1800 LILAC LN
Mailing Date: 04/25/2023

THE NEW MEADOWS INC
C/O CLEVELAND WATERS AND BASS PA
TWO CAPITAL PLAZA 5TH FLOOR
CONCORD NH 03302

Tax Rate Information		
Tax Rate per \$1,000 OF NET ASSESSED VALUE		
City	7.22	\$13,544.72
County	1.94	\$3,639.44
Local School	9.66	\$18,122.16
State School	1.02	\$1,913.52
	19.84	

Make checks payable to: Tax Collector, City of Dover

Important Information Located on Back

Property Tax and Credits
Net Property Tax \$37,219.84

Assessed Real Estate Values and Exemptions

Land	\$921,700
Building	\$954,300
Net Assessed Value	\$1,876,000

Interest of 8% per annum accrues on unpaid balances after due date.

	Due Dates:	
	First Installment	Second Installment
	Jan 17, 2023	Jun 01, 2023
Tax	\$18,609.92	\$18,609.92

Total Due \$18,609.92 \$18,609.92

City Hall Hours of Operation:
Monday through Thursday 8:30am to 5:30pm
Friday 8:30am to 4:00pm
City Clerk & Tax Collector's office is located on the Lower Level of City Hall

Property Tax, rental and utility assistance is available from the NHHFA and CAP for past due amounts incurred since the onset of the pandemic (1/10/2020). Homeowners & Renters Assistance: <https://homehelpnh.org>
Rental and Past Due Utility Bills: <https://www.capnh.org/covid19>
Dover CARES program information: <http://www.dover.nh.gov/dovercares>

Mail payment with lower portion in enclosed self-addressed envelope. Retain upper portion for your records.

P.O. Box 818
Dover, NH 03821-0818

PROPERTY TAX
REMINDER FOR TAX YEAR 2022

Reference No. 9988

THE NEW MEADOWS INC
C/O CLEVELAND WATERS AND BASS PA
TWO CAPITAL PLAZA 5TH FLOOR
CONCORD NH 03302

Location Prop ID H035D 017000
1800 LILAC LN

Barcode 1499063



Due Date: 01/17/2023

PAY THIS AMOUNT \$18,609.92

AMOUNT ENCLOSED

0000009988 01499063 011723 9202301 0001860992 1

Property Location:

1800 Lilac Ln

Commercial Property Record Card - Dover, New Hampshire

Parcel ID: H035D-017000

Map Block No. H-35D-17-0

Class: C

Use:

15

317 **Card 1 of 3**

Current Owner
The New Meadows Inc C/O Cleveland Waters And Bass Pa Two Capital Plaza 5th Floor Concord Nh 03302

Previous Owner History		
Name	Deed	Date
Monument Garden Llc	4187/919	12/23/2013
The New Meadows Inc	1810/194	06/01/1995

Miscellaneous	
Deed Info:	4250/455-10/20/2014
Zoning:	RM-SU
Neighborhood:	300
Units:	89
Street/Road:	Private

Assessment Information	
Assessed Value:	*
Inc:	1,031,400 Prior
Land:	921,700 838,000
Bldg:	954,300 833,800
Total:	1,876,000 1,671,800
Assessed Information:	
Value:	1,876,000
Effective DOV:	4/1/2022
Value Flag:	COST VALUE

Notes
S&w Commercl Condo=land Unit 2 Part Of H035d-000swc

Entrance Information					
Date	Time	ID	Actv	Entrance Code	Source
				Entry & Sign	
06/03/2015	P	RD		Est-See Note	
03/11/2014	S	BL		Vac/Ob&y	

Sales History				
Book/Page	Date	Price	Type	Validity
4250/455	10/17/2014	1,200,000	2	40
4187/919	12/23/2013	20,000	1	66

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
12/30/2013	13-428	333,000	3 Storage Bldgs	100
				0

Land Information					
Type	Size	Grade	Influence Factor 1, 2 and %	Value	
Primary	A	2.97 0	Restriction -10	921,740	
Total Acres for this Parcel		2.97	Total Land Value	921,700	



Inspection witness by: _____

Property Location:
1800 Lilac Ln

Commercial Property Record Card - Dover, New Hampshire

Parcel ID: H035D-017000

Map Block No. H-35D-17-0

Class: C Use: 317 Card 1 of 3

Exterior/Interior Information														Physical Condition	Functional Utility	%Good Override	Unadjusted RCNLD
Sec	Levels	Size	Perimeter	Use	Type	Exterior Height	Walls	Construction Type	Finish	Partitions	Heating	A/C	Plumbing				
1	01-01	1x8000	480	Mini-Warehouse		8	Metal-Light	Light Steel	100	Normal				Normal	Normal	0%	345,070
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0

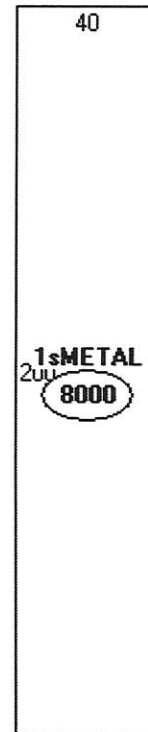
Building Information	
Building No:	1
Year Built:	2014
No of Units:	44
Structure Type:	Prefab Warehouse
Grade:	C
Identical Units:	1
Efficiencies:	0
1 Bedroom Apts:	0
2 Bedroom Apts:	0
3 Bedroom Apts:	0
Covered Park:	0
Uncovered Park:	0
Notes:	89 Units Total - 17,950 Sf Tla Units 68-111= 44 Single Units

Building Summary	
Total Unadjusted RCN:	379,200
Average Percent Good:	.91
Total Unadj. RCNLD:	345,070
Grade Factor:	1.00
No of Identical Units:	1
Economic Cond Factor:	1.00
RCNLD:	345,100
Income Approach Summary	
Net Rentable Area:	17,950

Out Building Information		Lgth/ Ident.	Physical	Functional	Percent	
StructureCode	+/- Width	SqFt Units Gr	Condition	Utility	Year	Good RCNLD
Asphalt Parking	1	63675 1 C	Normal	Normal	2014 0%	163,440
Fence Chain	6	350 1 C	Normal	Normal	2014 0%	7,720
Light - Pole Mounted	1	1 5 C	Normal	Normal	2014 0%	2,370
	0	0 0			0 0%	0
	0	0 0			0 0%	0
	0	0 0			0 0%	0

Other Improvements		
Description	+/-	RCNLD
		0

Building Other Information					
Line	StructureCode	+/-	Measure 1	Measure 2	IdenticalUnits
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
Total Other Features					0



Descriptor/Area
A: 1sMETAL
8000 sqft

Property Location:

1800 Lilac Ln

Commercial Property Record Card - Dover, New Hampshire

Parcel ID: H035D-017000

Map Block No. H-35D-17-0

Class: C

Use:

17

317 **Card 2 of 3**

Current Owner
The New Meadows Inc C/O Cleveland Waters And Bass Pa Two Capital Plaza 5th Floor Concord Nh 03302

Notes
S&w Commercl Condo=land Unit 2 Part Of H035d-000swc

Previous Owner History		
Name	Deed	Date
Monument Garden Llc	4187/919	12/23/2013
The New Meadows Inc	1810/194	06/01/1995

Entrance Information					
Date	Time	ID	Actv	Entrance Code	Source
				Entry & Sign	
06/03/2015	P	RD		Est-See Note	
03/11/2014	S	BL		Vac/Ob&y	

Miscellaneous	
Deed Info:	4250/455-10/20/2014
Zoning:	RM-SU
Neighborhd:	300
Units:	89
Street/Road:	

Assessment Information		
Assessed Value:	*	
Inc:	1,031,400	Prior
Land:	921,700	838,000
Bldg:	954,300	833,800
Total:	1,876,000	1,671,800
Assessed Information:		
	Value: 1,876,000	
Effective DOV:	4/1/2022	
Value Flag:	COST VALUE	

Sales History				
Book/Page	Date	Price	Type	Validity
4250/455	10/17/2014	1,200,000	2	40
4187/919	12/23/2013	20,000	1	66

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
12/30/2013	13-428	333,000	3 Storage Bldgs	100
				0

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value
Total Acres for this Parcel 2.97 Total Land Value 921,700				

No Picture Available

Inspection witness by: _____

Property Location:
1800 Lilac Ln

Commercial Property Record Card - Dover, New Hampshire

18

Parcel ID: H035D-017000

Map Block No. H-35D-17-0

Class: C Use: 317 Card 2 of 3

Exterior/Interior Information														Physical	Functional	%Good	Unadjusted
Sec	Levels	Size	Perimeter	Use	Type	Height	Exterior Walls	Construction Type	Finish	Partitions	Heating	A/C	Plumbing	Condition	Utility	Override	RCNLD
1	01-01	1x8000	480	Mini-Warehouse		8	Metal-Light	Light Steel	100	Normal				Normal	Normal	0%	345,070
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0
0	-	0x0	0			0			0							0%	0

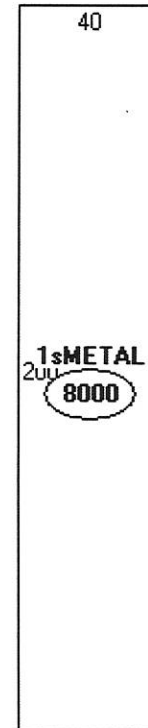
Building Information	
Building No:	2
Year Built:	2014
No of Units:	22
Structure Type:	Prefab Warehouse
Grade:	C
Identical Units:	1
Efficiencies:	0
1 Bedroom Apts:	0
2 Bedroom Apts:	0
3 Bedroom Apts:	0
Covered Park:	0
Uncovered Park:	0
Notes:	
Units 24-67= 22 Double Units	

Other Improvements		
Description	+/-	RCNLD
		0

Building Other Information					
Line	StructureCode	+/-	Measure 1	Measure 2	IdenticalUnits
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
Total Other Features					0

Building Summary	
Total Unadjusted RCN:	379,200
Average Percent Good:	.91
Total Unadj. RCNLD:	345,070
Grade Factor:	1.00
No of Identical Units:	1
Economic Cond Factor:	1.00
RCNLD:	345,100
Income Approach Summary	
Net Rentable Area:	17,950

Out Building Information				Lgth/ Ident.	Physical	Functional	Percent		
StructureCode	+/-	Width	SqFt	Units Gr	Condition	Utility	Year	Good	RCNLD
		0	0	0			0	0%	0
		0	0	0			0	0%	0
		0	0	0			0	0%	0
		0	0	0			0	0%	0
		0	0	0			0	0%	0



Descriptor/Area
A: 1sMETAL
8000 sqft

Property Location:

1800 Lilac Ln

Commercial Property Record Card - Dover, New Hampshire

Parcel ID: H035D-017000

Map Block No. H-35D-17-0

Class: C

Use:

19

317 **Card 3 of 3**

Current Owner
The New Meadows Inc C/O Cleveland Waters And Bass Pa Two Capital Plaza 5th Floor Concord Nh 03302

Previous Owner History		
Name	Deed	Date
Monument Garden Llc	4187/919	12/23/2013
The New Meadows Inc	1810/194	06/01/1995

Miscellaneous	
Deed Info:	4250/455-10/20/2014
Zoning:	RM-SU
Neighborhd:	300
Units:	89
Street/Road:	

Assessment Information	
Assessed Value:	*
Inc:	1,031,400 Prior
Land:	921,700 838,000
Bldg:	954,300 833,800
Total:	1,876,000 1,671,800
Assessed Information:	
Value:	1,876,000
Effective DOV:	4/1/2022
Value Flag:	COST VALUE

Notes
S&w Commercl Condo=land Unit 2 Part Of H035d-000swc

Entrance Information					
Date	Time	ID	Actv	Entrance Code	Source
				Entry & Sign	
06/03/2015	P	RD		Est-See Note	
03/11/2014	S	BL		Vac/Ob&y	

Sales History				
Book/Page	Date	Price	Type	Validity
4250/455	10/17/2014	1,200,000	2	40
4187/919	12/23/2013	20,000	1	66

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
12/30/2013	13-428	333,000	3 Storage Bldgs	100
				0

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value
Total Acres for this Parcel 2.97 Total Land Value 921,700				

No Picture Available

Inspection witness by: _____

Property Location:

Commercial Property Record Card - Dover, New Hampshire

1800 Lilac Ln

Parcel ID: H035D-017000

Map Block No. H-35D-17-0

Class: C Use:

317 Card 3 of 3

Exterior/Interior Information																
Sec	Levels	Size	Perimeter	Use Type	Exterior Height	Exterior Walls	Construction Type	Finish	Partitions	Heating	A/C	Plumbing	Physical Condition	Functional Utility	%Good Override	Unadjusted RCNLD
1	01-01	1x1950	290	Mini-Warehouse	8	Metal-Light	Light Steel	100	Normal				Normal	Normal	0%	90,630
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0

Building Information	
Building No:	3
Year Built:	2014
No of Units:	23
Structure Type:	Prefab Warehouse
Grade:	C
Identical Units:	1
Efficiencies:	0
1 Bedroom Apts:	0
2 Bedroom Apts:	0
3 Bedroom Apts:	0
Covered Park:	0
Uncovered Park:	0
Notes:	Units 1 Thru 23

Building Summary	
Total Unadjusted RCN:	99,590
Average Percent Good:	.91
Total Unadj. RCNLD:	90,630
Grade Factor:	1.00
No of Identical Units:	1
Economic Cond Factor:	1.00
RCNLD:	90,600

Income Approach Summary	
Net Rentable Area:	17,950

Out Building Information			Lgth/ Ident.	Physical	Functional	Percent	
StructureCode	+/-	Width	SqFt Units Gr	Condition	Utility	Year	Good RCNLD
		0	0 0			0	0% 0
		0	0 0			0	0% 0
		0	0 0			0	0% 0
		0	0 0			0	0% 0
		0	0 0			0	0% 0

Other Improvements		
Description	+/-	RCNLD
		0

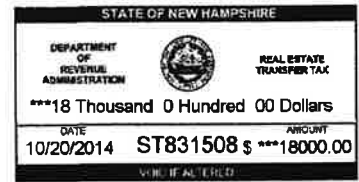
Building Other Information					
Line	StructureCode	+/-	Measure 1	Measure 2	IdenticalUnits
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
0			0	0	0
Total Other Features					0

15
13A

Descriptor/Area
A: 1sMETAL
1950 sqft

Upon recording return to:

THE NEW MEADOWS, INC.
c/o CLEVELAND, WATERS AND BASS, PA
TWO CAPITAL PLAZA, 5th FL.
CONCORD, NH 03302



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That, Monument Garden, LLC, a limited liability company organized under the laws of the State of Maine with a principal place of business at 21 Continental Boulevard, Suite 101, Merrimack, County of Hillsborough and State of New Hampshire

for consideration paid, grants to

The New Meadows, Inc., a New Hampshire corporation, c/o Cleveland, Waters and Bass, P.A., Two Capital Plaza, 5th Floor, Concord, County of Merrimack and State of New Hampshire, with **WARRANTY COVENANTS:**

A certain Condominium Land Unit situated in the City of Dover, County of Strafford and State of New Hampshire, as said unit is defined and described in the Declaration of Condominium and By-Laws for S & W Commercial Condominium, dated November 5, 2009 and recorded in the Strafford County Registry of Deeds at Book 3816, Page 513 and Book 3816, Page 526, respectively, as amended. Said unit is also shown as "Land Unit #2" on a certain Plan entitled "Revision V to the Condominium Site Plan", dated November 15, 2013, (the "Plan") and recorded as Plan 0106-068 through 072 in the Strafford County Registry of Deeds, being more particularly bounded and described as follows:

Beginning at a point at the northwest corner of the within described tract on the easterly side of the Knox Marsh Brook as shown on the plan; thence along the Knox Marsh Brook along the arc of a curve having a radius of 90.81 feet having a length of 75.74 feet to a point; thence along the arc of a curve having a radius of 58.76 feet and a length of 73.88 feet to a point; thence S 36° 37' 43" E a distance of 15.37 feet to a point; thence along the arc of a curve having a radius of 144.93 feet and a length of 19.88 feet to a point; thence along the arc of a curve having a radius of 1812.33 and a length of 38.26 feet to a point; thence along the arc of curve having a radius of, 535.56 feet and a length of 32.87 feet to a point; thence along the arc of another curve having a radius of 2118.87 feet and a length of 37.90 feet to a point; thence S 21° 14' 34" E a distance of

21.97 feet to a point; thence S 34° 04' 24" E a distance of 67.73 feet to a point; thence S 47° 54' 16" E a distance of 48.54 feet to a point; thence S 76° 48' 44" E a distance of 97.34 feet to a point; thence S 24° 11' 08" E a distance of 144.88 feet to land now or formerly of The Meadows at Dover; thence N 85° 11' 46" E a distance of 185.20 feet to a point; thence N 24° 00' 00" W a distance of 430.66 feet to a point at the "paved drive"; thence along Lilac Lane and the arc of the curve having a radius of 135.00 feet and a length of 100.88 feet to a point; thence N 36° 32' 53" W a distance of 72.57 feet to a point; thence along the arc of a curve along Lilac Lane having a radius of 135.00 feet and a length of 18.04 feet to a point at the Common Area as shown on the plan; thence S 80° 29' 10" W a distance of 216.11 feet to a point on the east side of Knox Marsh Brook being the point of beginning.

Together with an undivided one-half (½) interest in the Common Area as shown on said plan and more particularly bounded and described as follows:

Beginning at a point at the northwest corner of the tract described herein at the southwest corner of Land Unit #1 as shown on the plan; thence N 87° 06' 52" W a distance of 207.66 feet to a point on the westerly sideline of Lilac Lane; thence along said Lilac Lane S 14° 57' 00" E a distance of 84.68 feet to a point in the westerly sideline of Lilac Lane; thence continuing along said Lilac Lane a distance of 32.85 feet along the arc of a curve having a radius of 135.00 feet to a point at Land Unit #2; thence S 80° 29' 10" W a distance of 216.11 feet to a point on the east side of Knox Marsh Brook; thence along the brook N 07° 59' 55" E a distance of 26.08 feet to a point; thence N 22° 25' 06" E a distance of 46.63 feet to a point; thence along the arc of a curve having a radius of 60.00 feet and a length of 45.38 feet to a point; thence along the arc of another curve having a radius of 97.38 feet to a point having a length of 47.69 feet to the point of beginning.

Being the same premises conveyed to Monument Garden, LLC by deed of The New Meadows, Inc. dated December 20, 2013 and recorded in the Strafford County Registry of Deeds in Book 4187, Page 919.

This is not homestead property.

EXECUTED this 17 day of October, 2014.


MONUMENT GARDEN, LLC,

By: Powder Mill Road Property
Management, LLC, its Managing
Member

By: 
Kenneth J. Anderson, Member

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss

The foregoing instrument was acknowledged before me this 17 day of October, 2014 by Kenneth J. Anderson, Member of Powder Mill Road Property Management, LLC, Managing Member of Monument Garden, LLC, as his free act and deed and as the free act and deed of said corporation.


Justice of the Peace/~~Notary Public~~
My Commission Expires: 9/19/17
[Stamp or Seal]
NICHOLAS S. FRASCA

UNITS' STATUS LISTING¹ (as of 9/27/2023)

The Facility contains 111 storage units -- 72 larger (10'x20') units, 38 smaller (7'x10') units, and 1 master (15'x19) unit (which houses Facility power service), and approximately 59 outdoor storage/parking spaces.

Larger units are featured below in **red**, smaller units in **green**, and the master in **blue**.

Units shown as "Available" have been secured with Company-keyed padlocks.

"Unresponsive Tenant" and "Unknown Tenant" units have been double locked with a Company- keyed padlock and an appropriate notice with Company contact information has been posted.

- | | |
|----------------------------------|---------------------------------------|
| 1. Rented- \$115 per month | 18. Rented- \$115 per month |
| 2. Available | 19. Unresponsive Tenant-Notice Posted |
| 3. Unknown Tenant- Notice Posted | 20. Unknown Tenant-Notice Posted |
| 4. Unknown Tenant- Notice Posted | 21. Rented- \$115 per month |
| 5. Unknown Tenant-Notice Posted | 22. Unknown Tenant-Notice Posted |
| 6. Damaged lock slide - vacant | 23. Master Unit- Available |
| 7. Damaged lock slide -vacant | 24. Available |
| 8. Unknown Tenant-Notice Posted | 25. Rented- \$185 per month |
| 9. Unknown Tenant-Notice Posted | 26. Available |
| 10. Rented- \$115 per month | 27. Unresponsive Tenant-Notice Posted |
| 11. Unknown Tenant-Notice Posted | 28. Rented- \$185 per month |
| 12. Rented- \$75 per month | 29. Rented- \$185 per month |
| 13. Broken Lock Slide - vacant | 30. Rented- \$150 per month |
| 14. Rented- \$90 per month | 31. Rented- \$150 per month |
| 15. Rented- \$115 per month | 32. Available |
| 16. Available | 33. Unresponsive Tenant-Notice Posted |
| 17. Rented- \$115 per month | 34. Rented- \$185 per month |

¹ This listing is provided as a courtesy, without warranty or representation, and should not be relied upon without further verification.

35. Rented- \$185 per month
36. Available
37. Available
38. Rented- \$185 per month
39. Unresponsive Tenant-Notice Posted
40. Unresponsive Tenant-Notice Posted
41. Unresponsive Tenant-Notice Posted
42. Rented- \$115 per month
43. Rented- \$115 per month
44. Unknown Tenant-Notice Posted
45. Available
46. Unknown Tenant-Notice Posted
47. Unresponsive Tenant-Notice Posted
48. Unresponsive Tenant-Notice Posted
49. Rented- \$185 per month
50. Rented- \$185 per month
51. Rented- \$185 per month
52. Rented- \$185 per month
53. Rented- \$185 per month
54. Rented- \$185 per month
55. Available
56. Rented- \$150 per month
57. Available
58. Rented - \$185 per month
59. Available
60. Unknown Tenant-Notice Posted
61. Unresponsive Tenant-Notice Posted
62. Available
63. Rented-\$185 per month
64. Rented- \$115 per month
65. Rented- \$115 per month
66. Available- Forfeited
67. Rented- \$115 per month
68. Rented- \$185 per month
69. Rented- \$185 per month
70. Unknown Tenant-Notice Posted
71. Unresponsive Tenant-Notice Posted
72. Available
73. Unknown Tenant-Notice Posted
74. Rented- \$185 per month
75. Available
76. Available
77. Rented- \$185 per month
78. Available
79. Rented- \$185 per month
80. Unknown Tenant-Notice Posted
81. Available
82. Rented- \$185 per month
83. Rented- \$185 per month
84. Rented- \$185 per month
85. Rented- 185 per month
86. Available

- | | |
|----------------------------------|--|
| 87. Available | 108. Available |
| 88. Available | 109. Rented- \$115 per month |
| 89. Available | 110. Unresponsive Tenant-Notice Posted |
| 90. Available | 111. Unresponsive Tenant-Notice Posted |
| 91. Available | |
| 92. Unknown Tenant-Notice Posted | <u>Outdoor Parking/Storage Spaces</u> |
| 93. Available | 14 spaces rented, each at \$50 per month |
| 94. Available | |
| 95. Available | |
| 96. Available | |
| 97. Rented -\$185 per month | |
| 98. Rented- \$150 per month | |
| 99. Rented- \$185 per month | |
| 100. Available | |
| 101. Rented- \$185 per month | |
| 102. Available | |
| 103. Rented- \$150 per month | |
| 104. Rented- \$150 per month | |
| 105. Rented- \$150 per month | |
| 106. Available | |
| 107. Available | |

**SELLER'S LIMITED, QUALIFIED¹ SUMMARY OF PROPERTY
FEATURES AND FACILITY RENTAL UNITS STATUS**

Seller assumed management and oversight of the Dover self-storage property (a/k/a Condominium Land Unit 2 at 1800 Lilac Lane) and the 111 self-storage rental units and +/-59 parking space rental units thereon (the “**Property**” and the “**Facility**”) in June 2023.

Prior thereto, the Property had been managed for several years by an individual who maintained poor/incomplete records with respect to rental rates, revenues, and rent rolls at the Facility; made only nominal efforts to market the Facility; and generally failed to competently manage, maintain, and develop the value of the Property.

That said, Seller believes that because it is located immediately adjacent to +/-250 condo/apartment units and situated on a major Dover access road, the Facility, if properly marketed and managed, could generate significant revenues, with relatively little overhead expense.

- The Property is a 2.97-acre land condominium unit, improved with 111 rental storage units situated on three concrete pads and +/- 59 outdoor paved outdoor storage spaces. Upon information and belief, those improvements have been in place since 2014.
- The Property will be sold “as is,” and subject to (a) *approximately* \$41,000 in unpaid 2022-2023 City of Dover real estate taxes and (b) *approximately* \$6,100 in past-due condominium common area or joint use agreement maintenance fees.
- The vehicle-accessible portions of the Property are largely enclosed by an 8’ metal chain link fence, with a keypad-controlled motorized access gate. The photo eyes and pavement pressure loops will require repair in order to return the gate to operational status.
- Electric panels/circuit breakers situated in Unit 23 at the Property appear to provide adequate power for the entry gate, site exterior lighting (roughly 21 fixtures), and 2-3 security cameras at the Property. Seller has no information concerning electricity service charges, if any, and has not fully assessed the functionality of lights and security cameras.

¹ This summary disclosure is made based on Seller’s limited investigation and belief, developed without assistance from the former operator. It is provided in good faith, but without warranty or representation of any sort. As the Property is being offered for sale “**as is**,” interested buyers are strongly encouraged to conduct their own due diligence with respect to all aspects of the Property.

- Although water/sewer service lines appear to be available on Lilac Lane and/or within the adjacent residential portions of the condominium development, water and sewer services do not appear to have been extended into the Property.
- There are 72 10'x20' units [\$185/mo.], 38 7'x10' units [\$115/mo.], and a vacant 15'x19' master unit, which houses the electric service panels for the Facility. None of the units have climate controls. A few tenants are paying negotiated lower rents as a stay incentive.
- As of September 27, 2023:
 - 39 units are currently under monthly contract with Seller, with another +/-10 rental contracts “in process.” A template form of Seller’s “Self-Storage Rental Agreement” is attached for reference as Exhibit A. **In anticipation that the buyer will terminate (with the required 30 days’ written notice) all existing tenant contracts and replace them with buyer’s preferred form of contract, Seller will retain all security deposits at closing and return them to those tenants.**
 - 29 units are unoccupied and have been padlocked shut with Seller-keyed padlocks. 4-5 of those “empty” units contain what appears to be worthless abandoned personal property.
 - 3 of the smaller unoccupied units have damaged slide latches, which either prevent access or cannot be locked.
 - Approximately 26 units have locks placed by persons unknown who have not responded to Seller’s several postings at the Facility and other attempted communications. Seller has double locked those units with Seller-keyed locks and posted appropriate notices on each.
- Approximately 14 of the 59 outdoor storage spaces are under rental contracts with Seller, at \$50/month. There is 1 trailer in a space that is not under contract, which will presumably need to be towed to off-site compound facilities.
- Seller has retained a landscape contractor to maintain the grassed and paved landscaped areas at the Facility.
- Easement/placement rights have not been verified for the “New Meadows Storage Facility” signage at either side of the Route 155 entrance to Lilac Lane.

EXHIBIT A**NEW MEADOWS SELF STORAGE
RENTAL AGREEMENT**

Summary of Rental Terms	
Self-Storage Facility Owner and Landlord (“Owner”)	The New Meadows, Inc. d/b/a New Meadows Self Storage Dover, New Hampshire 03820 (the “ Facility ”) c/o Daniel P. Luker, President PO Box 1318 (57 North Main Street) Concord, NH 03302-1318
Rented Storage Unit	Unit # ____ (the “ Unit ”)
Monthly Rent	\$ ____ (“ Rent ”)
Late Fee	Fifteen Percent (15%) of the Rent Amount
Security Deposit	\$ ____ (one month’s Rent)
Renter Contact Information	Name: _____ (“ Renter ”) Mailing Address: _____ _____ _____ Phone: _____ (text capable) Email: _____ (required) <i>Renter to provide any contact info changes to Owner in writing in accordance with Section 20.</i>
Effective Date	_____, 2023

STATUTORY NOTICE OF LIEN: PURSUANT TO THE NEW HAMPSHIRE SELF-SERVICE STORAGE FACILITY LIEN ACT (RSA 451-C, THE “ACT”), OWNER SHALL HAVE A LIEN ON RENTER’S PERSONAL PROPERTY WHILE STORED AT THE FACILITY FOR UNPAID RENT, CHARGES, FEES OR EXPENSES DUE FOR STORAGE, CARE, OR SALE OF SUCH PROPERTY. AS PROVIDED BELOW, PERSONAL PROPERTY IN OR UPON THE UNIT MAY BE SOLD BY THE OWNER AND APPLIED TOWARD PAYMENT OF SUCH LIEN; THERE IS A LIMITATION ON THE VALUE OF PERSONAL PROPERTY THAT MAY BE STORED IN OR ON THE UNIT AND A WAIVER OF ANY OWNER LIABILITY FOR LOSS OR DAMAGE TO SUCH PERSONAL PROPERTY; AND A LATE FEE MAY BE CHARGED FOR EACH MONTH FOR WHICH RENT IS NOT PAID WHEN DUE.

1. **TERM:** The term of the tenancy shall commence on _____, 2023 and shall continue month to month thereafter until terminated by Owner or Renter in accordance with this New Meadows Self Storage Rental Agreement (this “**Agreement**”). Owner shall pro rate the Rent to reflect any portion of a month for which Rent is due.

2. **RENT:** The monthly rent amount is the amount set forth in the above *Summary of Rental Terms* (the “**Summary**”), which Summary incorporates and is subject to all of the terms of this Agreement. *Rent is due and payable to Owner on or before the first day of each month, in advance, and without demand, invoice, or other request from Owner.* Owner may change the amount of the Rent or other charges by giving Renter at least 30 days’ prior written notice.

3. **SECURITY DEPOSIT:** Owner acknowledges receipt of the Security Deposit in the amount set forth in the Summary, which Security Deposit shall secure Renter’s performance of Renter’s obligations under this Agreement. Renter agrees that Owner need not segregate the Security Deposit from other funds and that no interest will be due Renter for the period during which the Security Deposit is held. The Security Deposit shall be returned to Renter within 30 days of proper termination of this Agreement, less all Owner charges for cleaning and restoring the Unit to its condition as of the Effective Date.

4. **LATE CHARGES AND OTHER FEES:** Renter agrees to promptly pay Owner the Late Fee set forth in the Summary for each month that Rent is received by Owner more than five (5) days after the first business day of such month. In the event of a Default (as defined below), Renter also agrees to pay all collection and lien costs incurred by Owner, including reasonable attorneys’ fees (collectively, “**Collection Costs.**”).

5. **TERMINATION:** Subject to Owner’s termination rights in the event of a Default (see Section 13), Owner or Renter may terminate this Agreement upon thirty (30) days prior written notice provided to the other in accordance with Section 20 of this Agreement.

6. **USE OF UNIT; THIRD PARTY LIENS:** The Unit shall be used only for storage of personal property owned by Renter or which Renter has permission to store, and for no other purpose. Owner shall have no duty to maintain any records with respect to or to protect or preserve any Renter personal property stored in the Unit. Renter acknowledges that Owner is not a public warehouseman as defined in the Act and that no bailment of stored property is intended or implied.

Renter shall keep the Unit in a clean and sanitary condition. **RENTER SHALL NOT USE THE UNIT OR FACILITY FOR THE USE OR STORAGE OF ANY ANIMALS, FOOD, ANIMAL FEED, EXPLOSIVES, FIREWORKS, OR OTHER DANGEROUS, VOLATILE, HAZARDOUS OR TOXIC MATERIALS.** Renter or others shall not live, sleep, or conduct business in the Unit or at the Facility. Any animals Renter brings to the Facility when Renter visits shall remain in Renter's vehicle or on leash at all times. Renter may disclose to any third-party lienholders with an interest in the personal property stored at or on the Unit that such property is or will be stored in rented space at the Facility.

7. LIMIT ON THE VALUE OF STORED PERSONAL PROPERTY: Renter shall not store personal property in the Unit with a total value in excess of \$2,500.00 without the prior written permission of Owner. If such written permission is not obtained, the value of personal property shall be deemed to be *the lesser of* its actual value or \$2,500.00. **Owner shall have no responsibility or liability for the loss of or damage to Renter's personal property.**

8. INSURANCE: **Owner does not and will not maintain any insurance on the Facility or on the personal property stored at the Facility.** Renter is encouraged to maintain, at its sole cost and expense, all-risk insurance against any loss or damage to Renter's personal property.

9. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the Unit by Renter shall be at Renter's sole risk. Owner and Owner's officers, directors, employees and agents shall not be liable for any loss of or damage to any personal property in the Unit or at the Facility arising from any cause whatsoever.

10. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Renter hereby waives and releases any claims against Owner, Owner's officers, directors, employees and agents for injury or death arising from or related to Renter's or Renter's invitees' or agents' use of the Unit or the Facility, including but not limited to claims for loss, injury, or death based on Owner's alleged negligence. Renter acknowledges that this waiver and release applies to any and all hereafter-arising claims, as a condition of Owner's entry into this Agreement.

11. INDEMNITY: Renter agrees to indemnify, hold harmless, and defend Owner and Owner's officers, directors, employees and agents from any and all claims, demands, actions or causes of action (including reasonable attorneys' fees and all costs) asserted or brought by Renter or any third party arising out of Renter's or Renter's or invitees' or agents' use of the Unit or the Facility.

12. LOCKED SPACE; STORAGE RENTER'S RISK; ABANDONMENT: Renter is required to keep the Unit locked using one lock per door. Renter shall, in its sole discretion, select a lock Renter deems suitable for use for self-service storage. Owner shall have no obligation or responsibility to monitor or replace Renter's locks on Renter's Unit(s). If Owner finds an occupied Unit without a lock or incorrectly locked, or if a lock is removed for an inventory or sale, Owner may, at Owner's election and without obligation to do so, notify Renter and/or lock the Unit with Owner's lock at Renter's expense.

13. DEFAULT, OWNER'S REMEDIES AND LIENS. TIME IS OF THE ESSENCE with respect to the performance of this Agreement and in the payment of monthly Rent or any other

charges to be paid in accordance with this Agreement. If any such Rent or other charges shall be due and unpaid, or if Renter shall fail or refuse to perform any of the covenants, conditions, or terms of this Agreement (each, a "**Default**"), AND IF A DEFAULT CONTINUES FOR MORE THAN TEN (10) DAYS AFTER RENTER RECEIVES NOTICE FROM OWNER, OWNER, AT ITS OPTION, MAY (a) terminate this Agreement and Renter's right to use the Unit; (b) remove and replace or double-lock the Unit or otherwise deny Renter access to the Unit and/or Facility; (c) enter the Owner's Unit for the purpose of taking inventory of the personal property stored therein; or (d) **enforce Owner's lien by selling such personal property at a private or public sale, in accordance with the pertinent provisions of the Act**, as reproduced below. Rent and other charges shall continue to accrue after lock removal and replacement or overlock by Owner until its contents are removed, sold, or otherwise disposed of. An overlock or lock removal and replacement shall not be deemed an election of remedies by Owner and shall not constitute Owner taking possession of, or a bailment over, Renter's personal property or terminate Renter's obligation to pay Rent or other charges under this Agreement.

451-C:8 Enforcement of Owner's Lien; Notice of Sale. –

After default, an owner's lien may be enforced by selling the property stored in the rented space at a public or private sale, but only in accordance with the following procedure:

I. No sooner than 5 days after such default, the renter and all other lienholders identified in the rental agreement shall be notified by first class mail or electronic mail sent to the last known address of any person to be notified.

II. No sooner than 14 days after such default, a notice of the sale shall be delivered to the renter in person, by electronic mail, or by verified mail to the last known address, stating the time and place of sale, the property to be sold, and the amount of the rent, charges, fees, or expenses owed.

III. The notice of sale shall include:

(a) A statement that the contents of the rented space are subject to the owner's lien;

(b) A general description of the contents, if known, by the owner;

(c) A statement of the owner's claim, indicating the charges due on the date of the notice, the amount of any additional charges which shall become due before the date of sale, and the date such additional charges shall become due;

(d) A demand for payment of the charges due within a specified time, not less than 14 days after delivery of notification;

(e) A statement that unless the claim is paid within the time stated, the contents of the renter's space will be sold at a public or private sale at the date, time, and place specified; and

(f) The name, street address, and telephone number of the owner, or the owner's designated agent, whom the renter may contact to respond to the notice.

IV. If the sale is to be a public sale at a physical location, notwithstanding the date and time specified in the notice of the sale, the owner may postpone the sale due to inclement weather on the day of the sale. In the event of a postponement, a notice of the sale shall be delivered to the renter in person, by electronic mail, or by verified mail at the last known address, no less than 5 days before the new date of the sale, stating:

(a) That the sale was postponed due to inclement weather;

(b) The new date, time, and place of the sale; and

(c) The amount of the rent, charges, fees, and expenses owed.

V. Notice by verified mail or first-class mail shall be deemed delivered when deposited with the United States Postal Service or any other carrier if it is properly addressed with postage prepaid. Notice by electronic mail shall be deemed delivered when properly addressed and sent to the last known electronic mail address for the renter.

VI. If the personal property upon which the lien is claimed is a motor vehicle or trailer, the owner shall comply with the requirements of RSA 451-C:9 and RSA 451-C:10.

14. RULES AND REGULATIONS: Owner may establish or change the hours of operation for the Facility and Owner may add or modify rules and regulations for the safety, care and cleanliness of the Unit or the preservation of good order at the Facility (the "**Rules and Regulations**"). Renter

agrees to follow all of the Rules and Regulations that may be put into effect by Owner by written notice to Renter or posting Owner at the Facility.

15. **NO SUBLETTING:** Renter shall not assign or sublease the Unit without the prior written permission of Owner.

16. **OWNER'S RIGHT TO ENTER:** Owner, its officers, directors employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Renter's lock and enter the Unit without advance notice to Renter, to take such action as may be necessary to preserve Owner's personal property in the event of an Emergency (as defined below), or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Agreement, "**Emergency**" means any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any other personal property stored at the Facility. Owner shall further have the right, on a non-emergency basis, to remove Renter's lock and enter the Unit with reasonable notice to Renter to make any repairs, replacements, other desirable improvements to the Unit or the Facility or conduct any inspections of Renter's personal property (collectively, the "**Work**"). If Renter is unavailable or unwilling to provide Owner access, Owner may cut or remove and replace the lock after the Work or Emergency has concluded with a lock of similar quality.

17. **PROPERTY LEFT IN THE UNIT:** Renter agrees that Owner may dispose of any personal property left in the Unit or the Facility after Renters tenancy has been terminated in accordance with this Agreement. Renter shall be liable for all Collection Costs incurred by Owner in disposing of such personal property.

18. **SECURITY SYSTEMS:** [Reserved.]

19. **WAIVER OF JURY TRIAL:** Owner and Renter waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either party to this Agreement on any matter arising out of or related to this Agreement, Renter's use of the Unit or the Facility, any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any applicable law. This jury trial waiver is also made by Renter on behalf of any of Renter's agents, guests or invitees.

20. **NOTICES:** Except as otherwise required by applicable law, all notices under this Agreement shall be mailed by (i) first class U.S. mail, postage pre-paid, (ii) via certified mail (return receipt requested), or (iii) e-mailed to the party's last known address as more particularly set forth in the Summary, and shall be conclusively presumed to have been received three (3) business days after mailing or, if by email, upon electronic verification of receipt.

21. **NO WARRANTIES: NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY OWNER, OWNER'S OFFICERS DIRECTORS, EMPLOYEES OR AGENTS AS TO THE SUITABILITY OF THE UNIT FOR RENTER'S INTENDED USE. OWNER DISCLAIMS AND RENTER HEREBY WAIVES ANY IMPLIED WARRANTIES OF SUITABILITY OR FITNESS FOR A PARTICULAR USE AND ALL OTHER WARRANTIES OF ANY KIND.**

22. **PEST CONTROL:** Renter acknowledges that Owner or Owner's agents may, at Owner's discretion and without obligation, use chemicals at the Facility, including around the Unit, for pest control, and hereby consents to any such pest control actions and waives any claims arising therefrom.

23. **ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between Owner and Renter, and no oral agreements shall be of any effect whatsoever.

24. **SUCCESSION:** All provisions of this Agreement shall apply to and be binding upon all successors in interest, permitted assigns or representatives of the parties hereto.

25. **ENFORCEMENT:** If any part of this Agreement is held to be unenforceable for any reason, the remaining parts of this Agreement will remain valid and enforceable.

26. **AMENDMENT AND MODIFICATION:** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

27. **GOVERNING LAW:** All matters arising out of or relating to this Agreement shall be governed and construed in accordance with the internal laws of the State of New Hampshire without giving effect to any choice or conflict of law provision or rule.

28. **COUNTERPARTS; E-SIGNATURE:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed under seal and Renter has hereunto affixed his/her signature as of the Effective Date set forth in the Summary, intending to be bound hereby. Owner shall provide to Renter a fully executed copy of this Agreement.

OWNER:

RENTER:

THE NEW MEADOWS, INC. d/b/a
New Meadows Self Storage

Signature: _____

Printed name: _____

By: _____
Daniel P. Luker, President

By initialing below, Renter agrees to receive notices via email only, at the email provided in the Summary.

Renter's initials: _____

OFFER FORM

RE: New Meadows Self-Storage Facility

Dover, New Hampshire

Name of Offeror: _____

Firm/Company: _____

Street Address: _____

City/State/Zip: _____

Phone Number: _____

Fax: _____ **E-Mail:** _____

Legal Counsel, if any: _____

Deposit: The Deposit of \$50,000 (Fifty Thousand Dollars) Bank Check Is Enclosed

Payable To: Paul McInnis LLC Escrow

The Offeror identified above (the "Offeror"), hereby submits this Offer (the "Offer") for the purchase of the property known as New Meadows Self-Storage Facility, Dover, New Hampshire.

Enclosed is a fully executed, signed and dated Real Estate Purchase & Sale Agreement with offering price and terms as well as a signed copy of the General Terms & Conditions of Sale. Said Offer to be valid and irrevocable for five (5) days following the Offer Deadline.

Signature of the Bidder: _____ **Date:** _____

Printed Name: _____

Title: _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), to be effective as of the date it has been executed by both parties hereto (the “**Effective Date**”), is by and between THE NEW MEADOWS, INC. d/b/a NEW MEADOWS SELF STORAGE, with a mailing address of 57 North Main Street, PO Box 1318 Concord, NH 03302-1318 (“**Seller**”), and _____, with a mailing address of _____ or its nominee (“**Buyer**”).

RECITALS

WHEREAS, Seller desires to sell, and Buyer, as the successful auction bidder, desires to purchase the real estate and storage facility and other improvements thereon located at 1800 Lilac Lane, Dover, NH, designated as City of Dover Tax Parcel H-35D-17-0 and more particularly described in Exhibit A hereto (the “**Property**”), upon the terms and covenants and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Buyer and Seller hereby agree as follows:

AGREEMENT

ARTICLE I

Purchase and Sale of the Property

1.1 Purchase. Seller agrees to sell and Buyer agrees to purchase the Property in accordance with the terms and conditions set forth in this Agreement. At Closing (as defined below), Seller may use some or all of the Purchase Price to clear the title to the Property of encumbrances (other than outstanding real estate taxes and accrued condominium fees, as further described below and in Exhibit B, the “**Assumed Assessments**”), so long as all title clearing instruments are recorded simultaneously with the conveyance of the Property.

1.2 Purchase Price. Seller shall deliver title to the Property to Buyer at Closing in exchange for payment of the sum of Buyer’s bid of \$ _____ (the “**Bid Offer**”) plus the 10% buyer’s premium of \$ _____ (the “**Commission**”), which together total \$ _____ (the “**Purchase Price.**”)

Deposit. As a condition of its Bid Offer, Buyer has previously delivered to PAUL McINNIS LLC (“**Escrow Agent**”) the required bid deposit of Fifty Thousand Dollars (\$50,000) (the “**Bid Deposit**”). Within forty-eight (48) hours after notice of Seller’s acceptance of the Bid Offer, and as a condition of Seller’s execution of this Agreement, Buyer shall deliver to Escrow Agent immediately available funds in an amount that, together with the Bid Deposit, equals 10% of the Purchase Price (together with the Bid Deposit, the “**Deposit**”). Escrow Agent shall hold the Deposit

in a non-interest account in accordance with Article IX of this Agreement, and the Deposit shall be retained by Seller or returned to Buyer in accordance with the terms and conditions of this Agreement. At Closing, the Deposit shall be credited against the Purchase Price.

1.3 Balance. The balance of the Purchase Price (after crediting the Deposit), subject to applicable pro-rations and adjustments, if any, shall be paid directly to Seller, via wire transfer, at the Closing.

1.4 Notice of Right of First Refusal. The sale of the Property pursuant to this Agreement is subject to an unrecorded Right of First Refusal (“**ROFR**”) held by Lilac Garden, LLC and/or its assigns (the “**ROFR Holder**”), a complete copy of which is attached hereto as Exhibit C. Per the terms of the ROFR, Seller shall deliver to the ROFR Holder, within twenty-four (24) hours of the Effective Date, a copy of this fully executed Agreement. If the ROFR Holder, within ten (10) days thereafter, replaces the Deposit and executes a substantially identical purchase agreement acceptable to Seller in accordance with the ROFR, this Agreement shall be deemed terminated, and the original Deposit shall be returned to Buyer.

1.5 Break-up Fee. In acknowledgment and consideration of the time and expense Buyer has invested in conducting its due diligence, formulating and submitting its successful bid for the purchase of the Property, and executing this Agreement subject to the ROFR, Seller hereby agrees that if the ROFR Holder timely exercises the ROFR, Seller will pay Buyer an amount equal to one percent (1%) of the Purchase Price upon the closing of the sale of the Property to the ROFR Holder.

ARTICLE II **Investigation of the Property**

2.1 Inspection of Property. Buyer acknowledges and agrees that (i) Buyer has had the opportunity to and/or has conducted its own inspection, investigation, and examination of the Property, including without limitation the condition of the storage facility and other improvements thereon, title records, condominium instruments, Seller-provided occupancy listings and the form of existing rental contracts, and such other information as Buyer deemed appropriate (collectively, “**Due Diligence**”), and (ii) that this Agreement is not contingent upon or subject to any further Due Diligence.

2.2 Deposit at Risk. Buyer shall not have the right to terminate this Agreement. In the event Buyer breaches this Agreement or otherwise fails to complete the purchase of the Property in accordance with this Agreement, and in addition to any other rights or remedies available to Seller, the Deposit shall become non-refundable and be forfeited to and become the property of Seller.

2.3 Property Offered and to be Conveyed “As-Is”. Buyer hereby acknowledges and agrees that Buyer is purchasing the Property on “AS IS, WHERE IS” basis, in its present condition and with all deficiencies and subject to all tenancies or claims, known or unknown, and that neither Seller nor any agent of Seller has made, either expressly

or impliedly, any representations, guaranties, promises, statements, assurances or warranties of any kind other than as expressly set forth in this Agreement.

ARTICLE III
Seller's Representations and Warranties

Seller represents, warrants and covenants to Buyer as follows as of the Effective Date and Closing (collectively, "**Seller's Representations**"):

3.1 Authority. Seller has the full right, power, and authority to execute this Agreement and take all actions required hereunder, and to consummate the transaction contemplated by this Agreement. All requisite action has been taken by Seller in connection with entering into this Agreement, and will be taken by Seller prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the transaction contemplated hereby. The person signing this Agreement and the other documents contemplated by this Agreement on behalf of Seller has the legal right, power, and authority to take such actions and bind Seller.

3.2 No Constraints. To Seller's knowledge, the execution, delivery and performance by Seller of this Agreement and consummation of the transaction contemplated hereby will not conflict with, or with or without notice or the passage of time, violate any term or provision of, or constitute a default under, any formation documents, mortgage, contract, agreement, judicial or administrative order, or any law by which Seller is bound.

3.3 No Necessary Consents; Binding Obligations. No approval or consent is required from any person (including any creditor, investor or governmental body) for Seller to execute, deliver, or perform this Agreement or for Seller to consummate the sale transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid and legally binding obligations of Seller, enforceable against Seller in accordance with their terms.

3.4 No Bankruptcy. No petition in bankruptcy (voluntary or otherwise), attachment, execution proceeding, assignment for the benefit of creditors, receivership, or other action or proceeding under federal or state law which would prevent the consummation of the sale contemplated hereby is pending against or, to Seller's knowledge, is threatened against Seller.

3.5 Employees. Seller has no employees.

3.6 Non-Foreign Status/Patriot Act. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in federal or state law. Buyer has no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended, or any applicable foreign, state, or local law. To Seller's knowledge, none of its investors, affiliates, brokers or other agents acting or benefiting in any capacity in connection with this Agreement is a "prohibited person" as defined by federal or state law ("**Prohibited**

Person”). The assets Seller will transfer to Buyer under this Agreement are not the proceeds of unlawful activity as defined by 18 U.S.C. §1956(c)(7).

ARTICLE IV
Buyer’s Representations and Warranties

Buyer represents, warrants and covenants to Seller as follows as of the Effective Date and Closing (collectively, “**Buyer’s Representations**”):

4.1 **Authority**. Buyer is a _____ duly organized, validly existing and in good standing under the laws of the state of its organization. Buyer has the full right, power, and authority to execute this Agreement and all documents contemplated hereby, and to consummate the transaction contemplated by this Agreement. All requisite action has been taken by Buyer in connection with entering into this Agreement, and will be taken by Buyer prior to the Closing in connection with the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons and entities signing this Agreement and the other documents contemplated by this Agreement on behalf of Buyer has the legal right, power, and authority to bind Buyer.

4.2 **No Constraints**. The execution, delivery, and performance by Buyer of this Agreement and the instruments referenced herein and the transaction contemplated hereby will not conflict with, or with or without notice or the passage of time, result in a breach of, violate any term or provision of, or constitute a default under any articles of formation, bylaws, partnership agreement, operating agreement, indenture, deed of trust, mortgage, contract, agreement (oral or written), judicial or administrative order, or any law by which Buyer is bound.

4.3 **No Necessary Consents; Binding Obligations**. No approval or consent from any person (including any partners, shareholder, member, creditor, investor or governmental body) is required for Buyer to execute, deliver, or perform this Agreement or the other instruments contemplated hereby or for Buyer to consummate the Closing contemplated hereby. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of, and enforceable against Buyer in accordance with their terms.

4.4 **No Bankruptcy**. No petition in bankruptcy (voluntary or otherwise), attachment, execution proceeding, assignment for the benefit of creditors, receivership or other action or proceeding under federal or state law is pending against or, to Buyer’s knowledge, is contemplated or threatened against Buyer.

4.5 **Prohibited Person**. Buyer is not a Prohibited Person. To Buyer’s knowledge, none of Buyer’s owners, investors, affiliates or parent entities is a Prohibited Person.

ARTICLE V
Closing

5.1 Closing; Closing Date. Subject to the provisions of this Agreement, the closing of the transaction contemplated hereby (the “**Closing**”) shall take place on or before December 8, 2023 (the “**Closing Date**”), time being of the essence. Seller’s counsel, Preti Flaherty Beliveau & Pachios PLLP (“**Closing Agent**”), shall administer the Closing and serve as closing agent.

5.2 Deliveries at Closing by Seller. On or before the Closing, Seller, at its sole cost, shall deliver to the Closing Agent, the following, each dated as of the Closing Date, in addition to all other items and payments required by this Agreement to be delivered by Seller at the Closing:

(a) Deed. An original duly executed and acknowledged quitclaim deed in the form attached hereto as Exhibit D (the “**Deed**”), conveying title to the Property to Buyer, subject to the Assumed Assessments as shown on Exhibit B.

(b) Bill of Sale and Assignment of Rental Contracts. A duly executed original quitclaim bill of sale, substantially in the form attached as Exhibit E (the “**Quitclaim Bill of Sale and General Assignment**”), conveying, without recourse or warranty, and in “AS IS” condition, Seller’s right, title, and interest in and to (a) the fencing, gate motor and access system, utility boxes and lines, and any other fixtures or personalty located at the Property and used in connection with the operation of the storage facility thereon, including without limitation keys and passcodes; and (b) Seller’s rights and obligations as holder of existing monthly rental contracts with storage unit and parking space tenants (collectively, the “**Seller Tenant Contracts**”), *provided, however*, that (i) Seller will retain and return to tenants, with confirmation to Buyer, all security deposits held by Seller pursuant to the Seller Tenant Contracts and (ii) as set forth in Section 7.1(b) (i) hereof, Seller will retain all Seller Tenant Contract rents for the entire month in which the Closing occurs. A summary listing of the status of the 111 storage units and approximately 59 outdoor storage spaces at the Property, including those currently rented pursuant to Seller Tenant Contracts (the “**Units’ Status Listing**”), is attached as Exhibit E.

(c) Non-Foreign Affidavit. An executed certificate of non-foreign status from Seller in accordance with Treasury Regulations Section 1.1445-2(b)(2), in the form of Exhibit E attached hereto, the substance of which is reasonably acceptable to Buyer, certifying establishing that no Seller direct or indirect owner is a “foreign person” for purposes of Section 1445 of the U.S. Internal Revenue Code and the Treasury Regulations thereunder.

(d) Updated Facility Status. If requested by Buyer, an update of the Units’ Status Listing as of just prior to the Closing Date.

(e) Closing Statement. Seller shall deliver a duly executed counterpart of a settlement statement of all pro-rations (if any), allocations, closing costs and

payments of monies related to the Closing of the transaction contemplated by this Agreement (the “**Closing Statement**”).

(f) Seller’s Certificate. A duly executed original certificate stating that representations of Seller contained in this Agreement remain accurate as of the Closing Date except as to the extent, if any, previously disclosed in writing to Buyer.

(g) Other Documents. Any and all conveyances, assignments or other instruments and documents as may be reasonably necessary in order to complete the transaction contemplated by this Agreement.

5.3 Deliveries at Closing by Buyer. On or before the Closing, Buyer, at its sole cost, shall deliver to Closing Agent the following, each dated as of the Closing Date, in addition to all other items and payments required by this Agreement to be delivered by Buyer at the Closing:

(a) Purchase Price. Buyer shall deliver to Closing Agent by wire transfer an amount equal to the Purchase Price, less the Deposit and any other credits provided for in this Agreement.

(b) Bill of Sale. A duly executed counterpart of the Quitclaim Bill of Sale and General Assignment.

(c) Closing Statement. A duly executed counterpart of the Closing Statement.

(d) Other Documents. Any and all conveyances, assignments, and all other instruments and documents as may be reasonably requested by the Closing Agent in order to complete and confirm the sale transaction contemplated by this Agreement.

ARTICLE VI

6.1 New Ownership Announcement. At the Closing, Buyer and Seller shall each execute a joint letter notice of sale, to be prepared by Buyer in form and substance acceptable to Seller and suitable for distribution to all tenants at the Property (the “**Sale Notice**”), including without limitation the following information:

(a) Buyer’s plans/intentions with respect to the Property;

(b) The assignment of the Seller Tenant Contracts to Buyer, Buyer’s planned disposition thereof, Seller’s retention of Closing Month rents and tenants’ credit therefor, and Seller’s retention of and planned return of tenants’ security deposits;

(c) Protocols for access to the Property for existing tenants; and

(d) Such other ownership transition information as Buyer and Seller deem appropriate.

ARTICLE VII
No Prorations; Closing Expenses

7.1 Closing Adjustments. The cash due at Closing from Buyer shall be adjusted as of the Closing Date in accordance with the provisions set forth in this Section 7.1.

(a) No Adjustment for Real Estate Taxes or Condominium Assessments. No pro-ration shall be made, as the Property will be conveyed subject to all Assumed Assessments (see Exhibit B) and any additional municipal taxes or assessments or condominium charges as of the Closing Date.

(b) Revenue and Expenses.

(i) Rental Revenue: Storage unit and parking space rental unit revenue from the Property currently totals *approximately* \$6,000 per month, with most (but not all) rental payments received early in the month. Given the amount at issue, rather than attempt a pro-ration of rents for the month in which the Closing occurs (the "**Closing Month**"), Buyer will retain all rental payments attributable to the Closing Month, and all rental revenues for periods after the Closing Month will be deemed property of Buyer. If and to the extent Seller receives any rental payments from tenants for periods after the Closing Month, Seller shall compile and deliver those payments to Buyer on or before the end of the month following the Closing Month.

(ii) Utilities: No proration is feasible, as Seller has no information as to electric or other utility deposits or charges. Seller has no knowledge of any deposits with or billings received from the local electric service provider. The Property does not have connected/functioning water and sewer service. Buyer will be solely responsible for any outstanding utility charges for the Property.

(iii) Insurance. No proration is necessary, as no insurance coverage for the Property is in place.

(c) Liens. The mortgages on the Property held by Steven Latici and the Estate of Sylvester J. Pierce shall be paid and discharged from Purchase Price funds due Seller at the Closing.

(d) Closing Costs. Each party shall pay its own costs and expenses arising in connection with the Closing. Seller shall pay the cost of discharging any Seller-granted liens on the Property and recording any instruments in connection therewith. Buyer shall pay the cost of recording the Deed. For the avoidance of doubt, Buyer will be solely responsible for payment of the Assumed Assessments.

(e) Real Estate Transfer Tax. Buyer shall pay 100% of the NH Real Estate Transfer Tax due upon the sale of the Property.

ARTICLE VIII
Remedies

8.1 Breach by Seller. If Seller defaults on any provision hereof, Buyer, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall give Seller written notice of the same. Seller shall have five (5) business days from the receipt of such notice to cure such default. If Seller timely cures the default, the default shall be deemed waived, and this Agreement shall continue in full force and effect. If Seller fails to timely cure such default, Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller, in which event (A) the Deposit shall be returned to Buyer, and (B) both parties shall be discharged from all duties and performance hereunder, except for any obligations which by their terms survive any termination of this Agreement.

Breach by Buyer. If Buyer fails to close as and when required by this Agreement, Seller may, at its sole discretion, terminate this Agreement by written notice to Buyer (the "**Default Termination Notice**"). Buyer and Seller agree that Seller's actual damages resulting from such breach would be impracticable or extremely difficult to fix, that Seller's sole and exclusive remedy shall be liquidated damages in the amount of the Deposit, and that upon Seller's issuance of the Default Termination Notice, (i) this Agreement and the rights and obligations of Buyer and Seller hereunder shall be of no further force or effect and neither party shall have any further rights or obligations hereunder other than pursuant to any provision hereof which expressly survives the termination of this Agreement, and (ii) Escrow Agent shall deliver the Deposit to Seller pursuant to Seller's instructions. In no event shall either party be liable for any punitive, speculative, special, or consequential damages.

ARTICLE IX
Escrow

9.1 Deposits.

(a) The Deposit shall be the amount set forth in section 1.2 of this Agreement, and shall be disbursed by Escrow Agent in accordance with this Agreement.

9.2 Application of Escrowed Funds.

(a) Escrow Agent shall hold the Deposit in escrow in an insured bank account until the earlier to occur of (i) the Closing, at which time the Escrow Agent shall release the Deposit for application to the Purchase Price, or (ii) the date on which Escrow Agent is authorized by both Seller and Buyer to disburse the Deposit as set forth in Section 8.1 or 8.2 hereof.

(b) In performing its duties as Escrow Agent as provided in this Agreement, Escrow Agent will not incur any liability to anyone for any damages, losses or expenses except for willful default, gross negligence or breach of trust, and will not incur any such liability with respect to any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent in good faith believes to be genuine, to have been signed or presented by a proper individual or individuals, and to conform with the provisions of this Agreement. Except for willful default, gross negligence, or breach of trust, Buyer and Seller hereby agree to indemnify, defend, and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or the other transaction documents or involving the subject matter hereof. In the event of a dispute between the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent will be entitled to interplead with any court of competent jurisdiction all monies and other property held under this Agreement or the other transaction documents, together with such legal pleadings as it deems appropriate and thereupon to be discharged from all further duties and liabilities under this Agreement and the other transaction documents, except in the case of liabilities arising out of or relating to the gross negligence or willful misconduct of Escrow Agent. If the Escrow Agent interpleads any monies or property provided to Escrow Agent hereunder, the party that is not ultimately awarded such monies and/or property in such interpleader action shall pay all costs of such action, including, but not limited to, the costs and expenses incurred by Escrow Agent. The provisions of this Section 9.2(b) shall survive the termination of this Agreement.

ARTICLE X
Miscellaneous

10.1 Brokers. Seller and Buyer each hereby represent and warrant that, other than Seller's retention of and provision for payment of sale costs and the Commission to PAUL McINNIS LLC, neither has had or will have any dealings with any third party to whom the payment of any broker's fee, finder's fee, commission or similar compensation shall or may become due or payable in connection with the transactions contemplated hereby. Seller and Buyer each hereby agree to indemnify, hold harmless, protect and defend the other from any claim or loss for or in connection with any claims for commissions or other compensation claimed or asserted by or through the other in connection with the transaction contemplated herein.

10.2 Further Assurances. Each of the parties hereto agrees to perform, execute, and deliver such documents, writings, acts, and further assurances as may be necessary to carry out the intent and purpose of this Agreement.

10.3 Survival.

Seller's Representations and Buyer's Representations set forth in this Agreement shall survive the Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing. Subject to the foregoing, any provision of this Agreement which requires observance or performance subsequent to the Closing, whether or not there is an express survival provision, shall continue in force and effect following the Closing.

10.4 Partial Invalidity. If any provision of this Agreement is determined to be unenforceable, such provision shall be reformed and enforced to the maximum extent permitted by law. If it cannot be reformed, it shall be stricken from and construed for all purposes so as not to constitute a part of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

10.5 Time of Essence. Time is of the essence with respect to all performance and other matters contemplated by this Agreement.

10.6 Amendments/Waiver. No amendment, change or modification of this Agreement shall be valid unless the same is in writing and signed by the party or parties to be bound. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision shall be deemed a continuing waiver of such provision or of this Agreement.

10.7 Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, agreements, understandings, and communications (whether oral or written) between the parties, and there are no

promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as expressly herein set forth.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and which together shall constitute one and the same agreement. The parties may execute and exchange electronic versions of counterpart signature pages, which shall be deemed admissible and enforceable as if originals.

10.9 Governing Law/Jurisdiction. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of New Hampshire, without regard to the conflict of laws principles thereof. Any action brought to interpret or enforce this Agreement shall be brought only in a court of competent jurisdiction in New Hampshire and each party hereto hereby consents to jurisdiction and venue in such court.

10.10 Jury Trial Waiver. SELLER AND BUYER EACH HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. SELLER AND BUYER EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. SELLER AND BUYER EACH WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY TO REVIEW THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A JURY TRIAL.

10.11 Notices. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("**Notices**") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by email. All Notices shall be deemed effective when actually delivered as documented in a delivery receipt or other written or electronic acknowledgment or confirmation of receipt. Each party shall be entitled to change its address for Notices from time to time by delivering to the other party Notice thereof in the manner herein provided for the delivery of Notices. All Notices shall be sent to the addressee at its address set forth below:

to Buyer:

to Seller: Daniel P. Luker, President
c/o Preti, Flaherty, Beliveau Pachios, LLP
57 N. Main Street
P.O. Box 1318
Concord, NH 03302-1318
dluke@preti.com

10.12 Attorney's Fees. If litigation is required by either party to enforce or interpret the terms of this Agreement, the substantially prevailing party of such action, as determined by the court, shall, in addition to all other relief granted or awarded by the court, be awarded costs and reasonable attorneys' fees, costs, and disbursements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, intending to be bound hereby.

Seller:

NEW MEADOWS INC
d/b/a NEW MEADOWS SELF STORAGE

By: _____
Name: Daniel P. Luker, President

Date: _____

Buyer:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A certain Condominium Land Unit situated in the City of Dover, County of Strafford and State of New Hampshire, as said unit is defined and described in the Declaration of Condominium and By-Laws for S & W Commercial Condominium, dated November 5, 2009 and recorded in the Strafford County Registry of Deeds at Book 3816, Page 513 and Book 3816, Page 526, respectively, as amended. Said unit is also shown as "Land Unit #2" on a certain Plan entitled "Revision V to the Condominium Site Plan", dated November 15, 2013, (the "Plan") and recorded as Plan 0106-068 through 072 in the Strafford County Registry of Deeds, being more particularly bounded and described as follows:

Beginning at a point at the northwest corner of the within described tract on the easterly side of the Knox Marsh Brook as shown on the plan; thence along the Knox Marsh Brook along the arc of a curve having a radius of 90.81 feet having a length of 75.74 feet to a point; thence along the arc of a curve having a radius of 58.76 feet and a length of 73.88 feet to a point; thence S 36° 37' 43" E a distance of 15.37 feet to a point; thence along the arc of a curve having a radius of 144.93 feet and a length of 19.88 feet to a point; thence along the arc of a curve having a radius of 1812.33 and a length of 38.26 feet to a point; thence along the arc of curve having a radius of, 535.56 feet and a length of 32.87 feet to a point; thence along the arc of another curve having a radius of 2118.87 feet and a length of 37.90 feet to a point; thence S 21° 14' 34" E a distance of

21.97 feet to a point; thence S 34° 04' 24" E a distance of 67.73 feet to a point; thence S 47° 54' 16" E a distance of 48.54 feet to a point; thence S 76° 48' 44" E a distance of 97.34 feet to a point; thence S 24° 11' 08" E a distance of 144.88 feet to land now or formerly of The Meadows at Dover; thence N 85° 11' 46" E a distance of 185.20 feet to a point; thence N 24° 00' 00" W a distance of 430.66 feet to a point at the "paved drive"; thence along Lilac Lane and the arc of the curve having a radius of 135.00 feet and a length of 100.88 feet to a point; thence N 36° 32' 53" W a distance of 72.57 feet to a point; thence along the arc of a curve along Lilac Lane having a radius of 135.00 feet and a length of 18.04 feet to a point at the Common Area as shown on the plan; thence S 80° 29' 10" W a distance of 216.11 feet to a point on the east side of Knox Marsh Brook being the point of beginning.

Together with an undivided one-half (½) interest in the Common Area as shown on said plan and more particularly bounded and described as follows:

Beginning at a point at the northwest corner of the tract described herein at the southwest corner of Land Unit #1 as shown on the plan; thence N 87° 06' 52" W a distance of 207.66 feet to a point on the westerly sideline of Lilac Lane; thence along said Lilac Lane S 14° 57' 00" E a distance of 84.68 feet to a point in the westerly sideline of Lilac Lane; thence continuing along said Lilac Lane a distance of 32.85 feet along the arc of a curve having a radius of 135.00 feet to a point at Land Unit #2; thence S 80° 29' 10" W a distance of 216.11 feet to a point on the east side of Knox Marsh Brook; thence along the brook N 07° 59' 55" E a distance of 26.08 feet to a point; thence N 22° 25' 06" E a distance of 46.63 feet to a point; thence along the arc of a curve having a radius of 60.00 feet and a length of 45.38 feet to a point; thence along the arc of another curve having a radius of 97.38 feet to a point having a length of 47.69 feet to the point of beginning.

EXHIBIT B**Assumed Assessments**

Susan Mistretta
City Clerk/Tax Collector
s.mistretta@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169
Ph (603) 516-6018 – Fax (603) 516-6666
www.dover.nh.gov

City of Dover, New Hampshire

****ALL INFORMATION REGARDING INFORMATION FOR WATER/SEWER
MAY BE OBTAINED BY CALLING 603-516-6028**

****ALL INFORMATION REGARDING TAX CREDITS/EXEMPTIONS & ASSESSED VALUE
MAY BE OBTAINED BY CALLING: 603-516-6014**

DATE: *9-26-23*
PARCEL ID#: *H035D 07000*
OWNER NAME:
PROPERTY ADDRESS: *1800 Lilac Ln*

CURRENT TAX YEAR: TY 2022

DUE DATES: 1/17/2023 and 6/1/2023

1ST INSTALLMENT AMOUNT BILLED: \$ 18609.92

2ND INSTALLMENT AMOUNT BILLED: \$ 18609.92

1ST INSTALLMENT PAID DATE: *no payments made*

2ND INSTALLMENT PAID DATE:

PAST DUE TAX LIEN INFORMATION

PLEASE NOTE: WE CANNOT PROVIDE "GOOD THRU" AMOUNTS

TAX YEAR: *2022*
BALANCE DUE: \$ *38951.44*
PER DIEM: \$ *14.56*
DISCHARGE FEE: \$ *not available yet*

TAX YEAR:
BALANCE DUE: \$
PER DIEM: \$
DISCHARGE FEE: \$

****The information furnished in this document is for the convenience of the user/recipient and is neither an official public record of the City of Dover nor an official record of any taxes or interest due. It is provided as a service or convenience at the request of an individual in an attempt to summarize the City's taxation records; however, the City of Dover makes no express or implied warranties concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City of Dover assumes no liability whatsoever associated with the use or misuse of the information. The recipient of this information bears the sole responsibility to verify the accuracy of the information set forth herein generally, including as compared to the tax bills, lien notices, and other official correspondence issued to individual taxpayers by the City of Dover. The official public records from which this information was compiled are kept in the Clerk's/Tax Collector's Office at 288 Central Avenue, Dover, New Hampshire and are available for inspection, review, and copying during normal business hours. The City of Dover reserves all rights and waives none, and the issuance of the information set forth herein shall not in any way impair, inhibit, forestall, waive, or delay the City of Dover's exercise of any rights it has or may have to collect taxes and interest due.**



City of Dover
Tax Collector
 288 Central Ave
 Dover, NH 03820

Certified Mail

Date of Notification: July 25, 2023

THE NEW MEADOWS INC
 C/O PRETI FLAHERTY 57 N MAIN ST & PRESIDENT
 DANIEL LUKER
 PO BOX 1318
 CONCORD NH 03302-1318

NOTICE OF IMPENDING TAX LIEN

In accordance with RSA 80:60, you are hereby notified of the impending Tax Lien against the following real estate which is taxed to you in the tax list committed to me as Tax Collector for Tax Year 2022 as follows:

Tax Year	Property ID	Principal	Interest Thru:	
			8/25/2023	Total
2022	H035D 017000			
Location:	1800 LILAC LN	\$37,219.84	\$1,244.06	\$38,463.90
	Cost of Notification	\$22.00		\$22.00
	Totals	\$37,241.84	\$1,244.06	\$38,485.90

If payment in full is not received on or before August 25, 2023 by 5:30 in the afternoon, a Tax Lien shall be executed on said real estate. Please call Tax Collector for the interest amount through your date of payment if prior to the lien execution date. Only Certified Checks, Cash or Money Orders will be accepted after August 11, 2023

EXPLANATION: If the total amounts are not paid before the time stated above, a real estate lien will be executed to the city and recorded in the Registry of Deeds. The tax lien will entitle the city to a tax deed for 100% interest in the property described above unless, within two years of the execution of the Tax Lien, the property is redeemed by payment of the liened totals plus interest at 14% per annum and redemption costs

Susan Mistretta, Tax Collector

Please direct any inquiries to the Tax Collector:
 Phone: (603) 516-6019 Fax: (603) 516-6097

Office Hours: Monday, Tuesday, Wednesday, Thursday 8:30-5:30
 Friday 8:30-4:00

12:31 PM
09/13/23

Lilac Garden LLC/JUA
Open Invoices
As of September 13, 2023

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
S&W Commercial Condominium							
Payment	06/16/2020	398					-234.16
Invoice	06/01/2021	319			06/01/2021	834	234.16
Invoice	08/01/2021	330			08/01/2021	773	234.16
Invoice	09/01/2021	331			09/01/2021	742	234.16
Invoice	11/01/2021	339			11/01/2021	681	234.16
Invoice	12/01/2021	341			12/01/2021	651	234.16
Invoice	01/01/2022	344			01/01/2022	620	234.16
Invoice	02/01/2022	347			02/01/2022	589	234.16
Invoice	03/01/2022	349			03/01/2022	561	234.16
Invoice	04/01/2022	352			04/01/2022	530	234.16
Invoice	05/01/2022	355			05/01/2022	500	234.16
Invoice	06/01/2022	360			06/01/2022	469	234.16
Invoice	07/01/2022	364			07/01/2022	439	234.16
Invoice	08/01/2022	369			08/01/2022	408	234.16
Invoice	09/01/2022	374			09/01/2022	377	234.16
Invoice	10/01/2022	375			10/01/2022	347	234.16
Invoice	11/01/2022	380			11/01/2022	316	234.16
Invoice	12/01/2022	383			12/01/2022	286	234.16
Invoice	01/01/2023	388			01/01/2023	255	234.16
Invoice	02/01/2023	389			02/01/2023	224	234.16
Invoice	03/01/2023	392			03/01/2023	196	234.16
Invoice	04/01/2023	395			04/01/2023	165	234.16
Invoice	05/01/2023	397			05/01/2023	135	234.16
Invoice	06/01/2023	405			06/01/2023	104	234.16
Invoice	07/01/2023	401			07/01/2023	74	234.16
Invoice	07/01/2023	411			07/01/2023	74	234.16
Invoice	08/01/2023	412			08/01/2023	43	234.16
Invoice	09/01/2023	413			09/01/2023	12	234.16
Total S&W Commercial Condominium							6,088.16
TOTAL							6,088.16

OUTSTANDING CONDOMINIUM FEES

EXHIBIT C

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL to purchase real estate is made on this ____ day of November, 2014, by and between Lilac Garden, LLC and/or its assigns (hereinafter referred to as "Seller") and The New Meadows, Inc., and/or its assigns (hereinafter referred to as "Purchaser").

WHEREAS, the Seller desires to obtain a Right of First Refusal to repurchase a certain condominium owned by Purchaser at The Meadows at Dover, a Condominium; and

WHEREAS, the Purchaser agrees to grant the Seller the Right of First Refusal for the option to purchase Land Unit #2, S & W Commercial Condominium owned by Purchaser in Dover, New Hampshire.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **GRANT OF RIGHT OF FIRST REFUSAL.** Purchaser does hereby grant to Seller the exclusive and irrevocable right during the term of this agreement of first refusal and first option to purchase the Purchaser's condominium, with all improvements thereon, situated in Dover, County of Strafford, State of New Hampshire, and being known as Land Unit #2, S & W Commercial Condominium, Dover, New Hampshire 03820.
2. **EXERCISE OF RIGHT OF FIRST REFUSAL.** This Right of First Refusal to purchase may only be exercised by Seller within ten (10) days from written notification by Purchaser that Purchaser has received a purchase and sales agreement or letter of intent setting out the terms of a bona fide offer to purchase the Unit referred to in Paragraph 1, in writing, by a bona fide purchaser for value (the "Purchase Proposal"). Purchaser is obligated to provide such notice and a copy of said Purchase Proposal to Seller within twenty-four (24) hours of receipt of a Purchase Proposal signed by the prospective buyer. Within ten (10) days after Seller receives notice from Purchaser of Purchaser's receipt of a bona fide offer to purchase the condominium unit listed herein, Seller has the exclusive right to match said bona fide offer as received by Purchaser by signing a Purchase and Sales Agreement with identical terms and a deposit equal to that contained in said Purchase Proposal. Failing execution of a purchase and sale agreement by the parties within such period, the Right of First Refusal shall be terminated; and Purchaser may proceed with the sale to the bona fide purchaser in accordance with the terms of the Purchase Proposal. If sale of Land Unit 2 is not completed pursuant to the Purchase Proposal, the Right of First Refusal in Seller shall be revived.
3. **NOTICES.** Purchaser agrees that it has an affirmative obligation to inform and advise any prospective buyer of the property listed herein of the existence of this Right of First Refusal and that any Purchase Proposal entered into between Purchaser and prospective buyers shall include a provision that Purchaser is subject to this Right of First Refusal.

- 4. EXPIRATION. This Right of First Refusal shall expire on the earlier of termination pursuant to Section 2 above or October 31, 2024, unless otherwise agreed to in writing by Seller and Purchaser.
- 5. ASSIGNMENT. Any assignment by either party shall be effective on written notice of such assignment, to include the name, address and contact party of the assignee.
- 6. NONAPPLICABILITY. This Right of First Refusal shall not apply to a transfer by sale to or merger with William Sylvester J. Pierce or William M. Pierce an entity in which one or both of them have an ownership interest greater than fifty percent (50%). This Right of First Refusal shall not apply to a deed in lieu of foreclosure to any lender to Purchaser or foreclosure deed to any such lender or purchaser at foreclosure sale.
- 7. NOTICE. Notice as required or appropriate hereunder shall be effective when mailed, certified, return receipt requested:

- (i) If to Seller, to Lilac Garden, LLC;
Attention: Kenneth Anderson
21 Continental Blvd., Suite 101
Merrimack, NH 03054; or
- (ii) If to Purchaser, to William M. Pierce,
11 Jewett Hill Road
Ipswich, MA 01939;

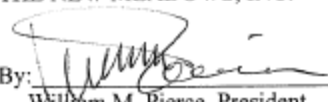
or to such other address as either party may advise the other of in writing. The provision of this method of notice shall not preclude the use of any other method of delivering actual written notice, including electronic transmission by e-mail or facsimile.

- 8. RECORDING. The parties agree that this Right of First Refusal shall not be recorded publicly in the Hillsborough County Registry of Deeds or elsewhere.
- 9. GOVERNING LAW. This Right of First Refusal shall be governed by the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this ____ day of _____, 2014.

PURCHASER:

THE NEW MEADOWS, INC.

By: 
William M. Pierce, President
Duly Authorized


Witness

SELLER:

LILAC GARDEN, LLC

By its Members:
POWDER MILL ROAD PROPERTY
MANAGEMENT, LLC

Witness 

By: 
Kenneth J. Anderson, Manager

RED BROOK RE, LLC

Witness 

By: 
Stephen Fee, Member

EXHIBIT D

Return to:

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that The New Meadows Inc., a New Hampshire Corporation, with a mailing address c/o Preti Flaherty, P.O. Box 1318, Concord, NH 03302-1318, for consideration paid, grants to _____, with a mailing address of _____, with **QUITCLAIM COVENANTS**:

A certain Condominium Land Unit situated in the City of Dover, County of Strafford and State of New Hampshire, as said unit is defined and described in the Declaration of Condominium and By-Laws for S & W Commercial Condominium, dated November 5, 2009, and recorded in the Strafford County Registry of Deeds at Book 3816, Page 513 and Book 3816, Page 526, respectively, as amended, together with the improvements thereon. Said unit it also shown as "Land Unit #2" on a certain Plan entitled "Revision V to the Condominium Site Plan," dated November 15, 2013, (the 'Plan') and recorded as Plan 0106-068 through 072 in the Strafford County Registry of Deeds, being more particularly bounded and described as follows:

Beginning at a point at the northwest corner of the within described tract on the easterly side of the Knox Marsh Brook as shown on the plan; thence along the Knox Marsh Brook along the arc of a curve having a radius of 90.81 feet having a length of 75.74 feet to a point; thence along the arc of a curve having a radius of 58.76 feet and a length on 73.88 feet to a point; thence S 36° 37' 43" E a distance of 15.37 feet to a point; thence along the arc of a curve having a radius of 144.93 feet and a length of 19.88 feet to a point; thence along the arc of a curve having a radius of 1812.33 and a length of 38.26 feet to a point; thence along the arc of a curve having a radius of 535.56 feet and a length of 32.87 feet to a point; thence along the arc of another curve having a radius of 2118.87 feet and a length of 37.90 feet to a point, thence S 21° 14' 34" E a distance of 21.97 feet to a point; thence S 34° 04' 24" E a distance of 67.73 feet to a point; thence S 47° 54' 16" E a distance of 48.54 feet to a point; thence S 76° 48' 44" E a distance 97.34 feet to a point; thence S 24° 11' 08" E a distance of 144.88 feet to land now or formerly of The Meadows at Dover; thence N 85° 11' 46" E a distance of 185.20 feet to a point; thence N 24° 00' 00" W a distance of 430.66 feet to a point at the "paved drive;" thence along Lilac Lane and the arc of the curve having a radius of 135.00 feet and a length of 100.88 feet to a point; thence N 36° 32' 53" W a distance of 72.57 feet to a point; thence along the arc of a curve along Lilac Lane having a radius of 135.00 feet and a length of 18.04 feet to a point at the Common Area as shown on the plan; thence S 80° 29' 10" W a distance of 216.11 feet to a point on the east side of Knox Marsh Brook being the point of beginning.

Together with an undivided one-half (1/2) interest in the Common Area as shown on said plan and more particularly bounded and described as follows:

Beginning at a point at the northwest corner of the tract described herein at the southwest corner of Land Unit #1 as shown on the plan; thence N 87° 06' 52" W a distance of 207.66 feet to a point on the westerly sideline of Lilac Lane; thence along said Lilac Lane S 14° 57' 00" E a distance of 84.68 feet to a point in the westerly sideline of Lilac Lane; thence continuing along said Lilac Lane a distance of 32.85 feet along the arc of a curve having a radius of 135.00 feet to a point at Land Unit #2; thence S 80° 29' 10" W a distance of 216.11 feet to a point on the east side of Knox Marsh Brook; thence along the brook N 07° 59' 55" E a distance of 26.08 feet to a point; thence N 22° 25' 06" E a distance of 46.63 feet to a point; thence along the arc of a curve having a radius of 60.00 feet and a length of 45.38 feet to a point; thence along the arc of another curve having a radius of 97.38 feet to a point having a length of 47.69 feet to the point of beginning.

This conveyance is made subject to all outstanding City of Dover real estate taxes and condominium claims or charges against the subject property.

This is not homestead property.

MEANING AND INTENDING to describe and convey the same premises conveyed to The New Meadows Inc. by deed of Monument Garden, LLC dated October 14, 2014, and recorded in the Stafford County Registry of Deeds Book 4250, Page 455.

THE NEW MEADOWS, INC.

By: _____
Name: Daniel P. Luker
Its President, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____, SS.

On this ___ day of _____, 2023, personally appeared the above-named, Daniel P. Luker, known to me to be the duly authorized President of The New Meadows, Inc., and acknowledged that he voluntarily executed this Quitclaim Deed on behalf of The New Meadows, Inc.

Notary Public/Justice of the Peace
Printed Name:
My Commission Expires:

EXHIBIT E

QUITCLAIM BILL OF SALE AND GENERAL ASSIGNMENT

THIS QUITCLAIM BILL OF SALE AND GENERAL ASSIGNMENT ("**Bill of Sale**") is made this ____ day of _____, 2023 by The New Meadows, Inc., a New Hampshire corporation ("**Seller**"), in favor of _____, a _____ ("**Buyer**").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of November _____, 2023 ("**Agreement**") with respect to the sale of certain Real Property identified in the Quitclaim Deed from Seller to Buyer of even date herewith (the "**Property**").

WHEREAS, pursuant to the Agreement, Seller is obligated to transfer to Buyer Seller's interest in all personal property, fixtures, tenant rental contracts, permits, plans, and all other rights and interests that are part of or used in connection with the operation of the Property and the storage facility improvements thereon, including intangible property (if any, and exclusive of the name "New Meadows"), [including without limitation the items listed on the accompanying Schedule A which is part hereof] (collectively, the "**Transferred Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely, irrevocably and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer, with Quitclaim Covenants, all of Seller's interest the Transferred Property.

Seller hereby covenants that Seller will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, Buyer's successors, nominees or assigns, such documents as Buyer or they may reasonably request in order to fully assign and transfer to and vest in Buyer or Buyer's successors, nominees and assigns, and protect Buyer's or their right, title and interest in and to all of the Transferred Property and rights of Seller intended to be transferred and assigned hereby, or to enable Buyer, Buyer's successors, nominees and assigns to realize upon or otherwise enjoy such rights and property.

This Bill of Sale and the obligations of the parties hereunder shall survive the closing of the transactions referred to in the Agreement, and shall be binding upon and inure to the benefit of Seller and Buyer, their respective legal representatives, successors and assigns.

This Bill of Sale (a) may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same

instrument, (b) shall be governed by and construed in accordance with New Hampshire law, and (c) may not be modified or amended except by written agreement signed by both Seller and Buyer.

If any action or proceeding is commenced by either party to enforce its rights under this Bill of Sale, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of in-house counsel and appeals), in addition to any other relief awarded by the court.

Nothing in this Bill of Sale alters or amends any representations set forth in the Agreement, all of which shall be independent of the terms and conditions of this Bill of Sale.

By acceptance of this Bill of Sale, Buyer acknowledges and agrees that Buyer shall be responsible and solely liable for all obligations and duties arising from or related to the Transferred Property.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale on the day and year first above written.

SELLER:

The New Meadows, Inc.

By: _____
Daniel P. Luker, President

BUYER:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT F

UNITS' STATUS LISTING¹ (as of 9/27/2023)

The Facility contains 111 storage units -- 72 larger (10'x20') units, 38 smaller (7'x10') units, and 1 master (15'x19) unit (which houses Facility power service), and approximately 59 outdoor storage/parking spaces.

Larger units are featured below in **red**, smaller units in **green**, and the master in **blue**.

Units shown as "Available" have been secured with Company-keyed padlocks.

"Unresponsive Tenant" and "Unknown Tenant" units have been double locked with a Company-keyed padlock and an appropriate notice with Company contact information has been posted.

- | | |
|----------------------------------|---------------------------------------|
| 1. Rented- \$115 per month | 17. Rented- \$115 per month |
| 2. Available | 18. Rented- \$115 per month |
| 3. Unknown Tenant- Notice Posted | 19. Unresponsive Tenant-Notice Posted |
| 4. Unknown Tenant- Notice Posted | 20. Unknown Tenant-Notice Posted |
| 5. Unknown Tenant-Notice Posted | 21. Rented- \$115 per month |
| 6. Damaged lock slide - vacant | 22. Unknown Tenant-Notice Posted |
| 7. Damaged lock slide -vacant | 23. Master Unit- Available |
| 8. Unknown Tenant-Notice Posted | 24. Available |
| 9. Unknown Tenant-Notice Posted | 25. Rented- \$185 per month |
| 10. Rented- \$115 per month | 26. Available |
| 11. Unknown Tenant-Notice Posted | 27. Unresponsive Tenant-Notice Posted |
| 12. Rented- \$75 per month | 28. Rented- \$185 per month |
| 13. Broken Lock Slide - vacant | 29. Rented- \$185 per month |
| 14. Rented- \$90 per month | 30. Rented- \$150 per month |
| 15. Rented- \$115 per month | 31. Rented- \$150 per month |
| 16. Available | 32. Available |

¹ This listing is provided as a courtesy, without warranty or representation, and should not be relied upon without further verification.

33. Unresponsive Tenant-Notice Posted
34. Rented- \$185 per month
35. Rented- \$185 per month
36. Available
37. Available
38. Rented- \$185 per month
39. Unresponsive Tenant-Notice Posted
40. Unresponsive Tenant-Notice Posted
41. Unresponsive Tenant-Notice Posted
42. Rented- \$115 per month
43. Rented- \$115 per month
44. Unknown Tenant-Notice Posted
45. Available
46. Unknown Tenant-Notice Posted
47. Unresponsive Tenant-Notice Posted
48. Unresponsive Tenant-Notice Posted
49. Rented- \$185 per month
50. Rented- \$185 per month
51. Rented- \$185 per month
52. Rented- \$185 per month
53. Rented- \$185 per month
54. Rented- \$185 per month
55. Available
56. Rented- \$150 per month
57. Available
58. Rented - \$185 per month
59. Available
60. Unknown Tenant-Notice Posted
61. Unresponsive Tenant-Notice Posted
62. Available
63. Rented-\$185 per month
64. Rented- \$115 per month
65. Rented- \$115 per month
66. Available- Forfeited
67. Rented- \$115 per month
68. Rented- \$185 per month
69. Rented- \$185 per month
70. Unknown Tenant-Notice Posted
71. Unresponsive Tenant-Notice Posted
72. Available
73. Unknown Tenant-Notice Posted
74. Rented- \$185 per month
75. Available
76. Available
77. Rented- \$185 per month
78. Available
79. Rented- \$185 per month
80. Unknown Tenant-Notice Posted
81. Available
82. Rented- \$185 per month
83. Rented- \$185 per month
84. Rented- \$185 per month

- | | |
|----------------------------------|--|
| 85. Rented- 185 per month | 107. Available |
| 86. Available | 108. Available |
| 87. Available | 109. Rented- \$115 per month |
| 88. Available | 110. Unresponsive Tenant-Notice Posted |
| 89. Available | 111. Unresponsive Tenant-Notice Posted |
| 90. Available | |
| 91. Available | <u>Outdoor Parking/Storage Spaces</u> |
| 92. Unknown Tenant-Notice Posted | 14 spaces rented, each at \$50 per month |
| 93. Available | |
| 94. Available | |
| 95. Available | |
| 96. Available | |
| 97. Rented -\$185 per month | |
| 98. Rented- \$150 per month | |
| 99. Rented- \$185 per month | |
| 100. Available | |
| 101. Rented- \$185 per month | |
| 102. Available | |
| 103. Rented- \$150 per month | |
| 104. Rented- \$150 per month | |
| 105. Rented- \$150 per month | |
| 106. Available | |