

# AUCTION



**Executive Ranch on 6.5 Acres**  
*2 French Cross Road*  
*Madbury, NH*



BID ONLINE

**Online-Only Auction Ends: Wednesday, February 1<sup>st</sup> at 1:00 p.m.**

We are pleased to present the home of the late Samuel J. "Buzzy" Hanscom, Jr.

This executive ranch style home was custom built in 1988. It totals 2,013 square feet of first floor living space with a full, mostly finished basement and oversized, attached garage. The large primary bedroom suite includes a full bath and attached three season porch. The kitchen with center island is open to the living and dining area with nice views to the back yard. There is a second full bath on the first floor and a half bath in the basement. The basement is wide open with a wood stove and custom bar area and would be great for entertaining. There is central air as well as a commercial grade backup generator. The property has a lovely setting on 6.5 acres of mostly open fields with 350' of road frontage. There is a terrific barn/workshop with electricity and ample storage above.

Do not miss the chance to see this special property.

**Open House:** Tuesday, January 17<sup>th</sup> from 8:00 to 10:00 am and Thursday, January 26<sup>th</sup> from 2:00 to 4:00 p.m.

**Terms:** A \$10,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, February 2<sup>nd</sup> at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Fiduciary Deed. Offered subject to confirmation of the Trustee.

Est. 1976

**PAULMcINNIS LLC**

AUCTIONS • REAL ESTATE • RESULTS

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



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

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

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

**Right Now, You Are a Customer**

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

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

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

**To Become a Client**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# SUGGESTED DUE DILIGENCE CHECKLIST

For Online Bidders

2 French Cross Road, Madbury, NH

BIDDING OPENS: **Wednesday, January 25<sup>th</sup> at 9:00 a.m.**

BIDDING ENDS: **Wednesday, February 1<sup>st</sup> at 1:00 p.m.**

## ITEMS TO COMPLETE –

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

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

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



## GENERAL TERMS & CONDITIONS

AGENT OF THE TRUSTEE: Paul McInnis LLC is acting solely as an Agent of the Trustee

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

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

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, February 2<sup>nd</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

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

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

**ONLINE BIDDING:** The bidding will open on Wednesday, January 25<sup>th</sup> at 9:00 a.m. and the bidding will end on Wednesday, February 1<sup>st</sup> at 1:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid.

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

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

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



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

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

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

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

**REAL ESTATE PURCHASE & SALE AGREEMENT:** A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the real estate Purchase & Sale Agreement together with all Trustee disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Thursday, February 2<sup>nd</sup> at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

**EARNEST MONEY DEPOSIT:** The successful bidder must tender a deposit in the amount of 10% of the total purchase price which is due no later than Thursday, February 2<sup>nd</sup> at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

**SUCCESSFUL BIDDER DEFAULT:** Should the successful bidder fail to execute the real estate Purchase & Sale Agreement and deliver the earnest money deposit in a timely manner as outlined in these general terms & conditions, said bidder will be deemed to be in default and hereby authorize the Auction Company to retain your \$10,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

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

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

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



## EXECUTIVE SUMMARY

<b>ADDRESS</b>	2 French Cross Road, Madbury, NH
<b>TOWN REFERENCE</b>	Map 1, Lot 2, Sub B
<b>STRAFFORD COUNTY DEED REFERENCE</b>	Quitclaim Deed Book 3563, Page 854
<b>2022 ASSESSED VALUE</b>	\$478,100
<b>2022 ANNUAL REAL ESTATE TAXES</b>	\$12,082
<b>UTILITIES</b>	Water: Private Sewer: Private
<b>VEHICLE PARKING</b>	Paved driveway and oversized, attached garage 27' x 32'
<b>ACREAGE</b>	6.5-acre lot
<b>ROAD FRONTAGE</b>	350'

<b>TYPE</b>	Executive Ranch
<b>YEAR BUILT</b>	1988
<b>LIVING AREA</b>	2,013± sq.ft.
<b>BASEMENT</b>	Mostly finished, wide open with a wood stove, custom wet bar, and ½ bath
<b>HEAT FUEL</b>	Oil, Propane for standby generator
<b>CENTRAL AC</b>	Yes
<b>HEAT TYPE</b>	Forced hot air
<b>ELECTRIC</b>	200 Amp
<b>IRRIGATION</b>	Yes
<b>BUILDINGS</b>	Enclosed porch Barn/workshop with electricity and ample storage above

<b>FAMILY ROOM</b>	13' X 23'
<b>KITCHEN/LIVING</b>	18' X 32'
<b>DINING ROOM</b>	8' X 13'
<b>LAUNDRY ROOM</b>	7' X 6.5'
<b>BEDROOM</b>	10' X 10'
<b>BATH - FULL</b>	8' X 5'
<b>PRIMARY BR SUITE</b>	27.5' X 16.5'
<b>BATH – FULL</b>	7.5' X 5'

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. Offerors 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.







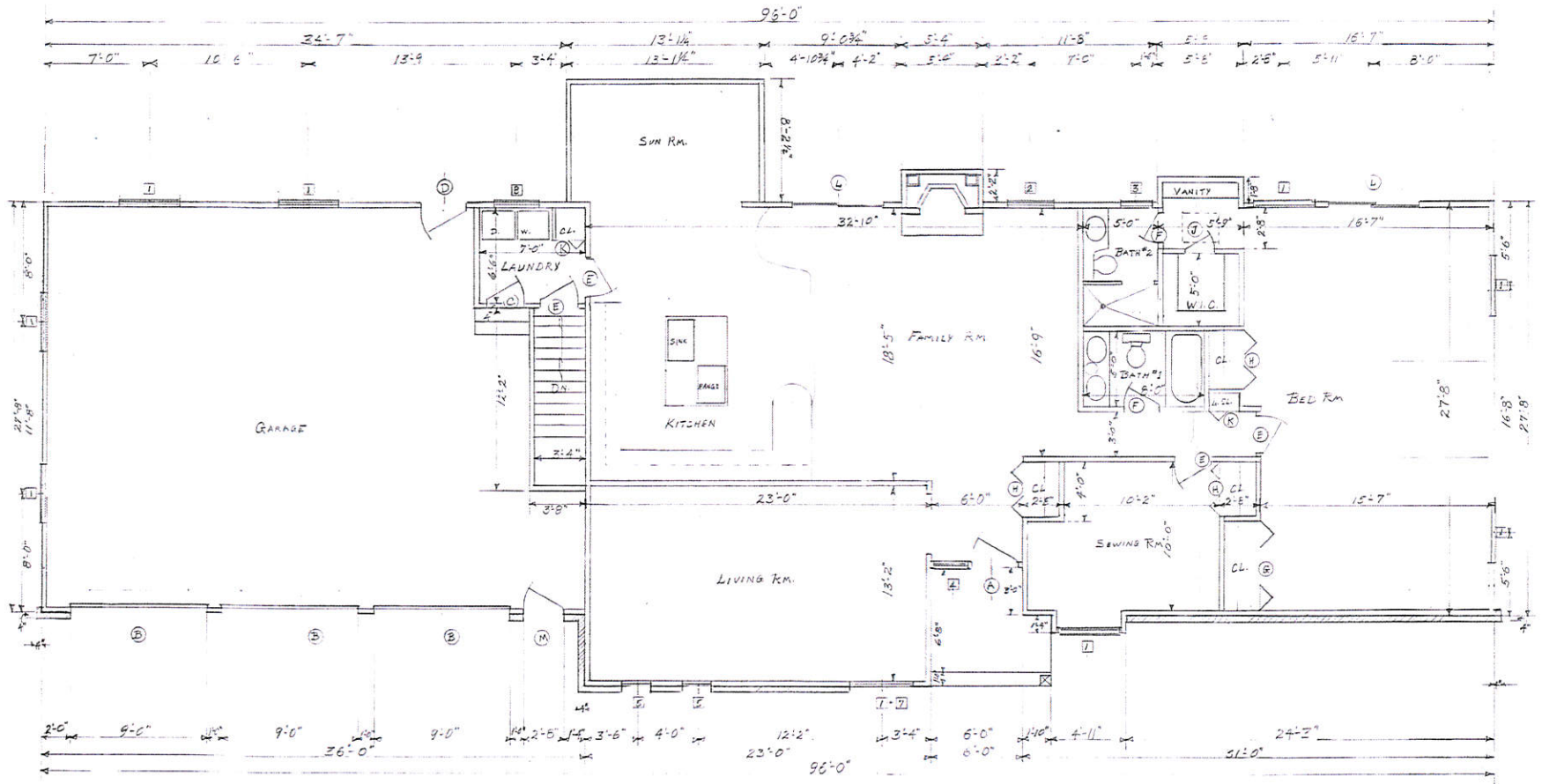
OWNER INFORMATION	SALES HISTORY	PICTURE																		
<b>HANSCOM JR TRUST, SAMUEL J</b> SAMUEL HANSCOM JR, TTSS 2 FRENCH CROSS  MADBURY, NH 03823	<table border="1"> <thead> <tr> <th>Date</th> <th>Book</th> <th>Page</th> <th>Type</th> <th>Price</th> <th>Grantor</th> </tr> </thead> <tbody> <tr> <td>08/15/2007</td> <td>3563</td> <td>854u</td> <td>U I 54</td> <td></td> <td>1 HANSCOM, SAM &amp;</td> </tr> <tr> <td>11/17/1988</td> <td>1421</td> <td>0267</td> <td>U I 38</td> <td></td> <td>1 HANSCOM</td> </tr> </tbody> </table>	Date	Book	Page	Type	Price	Grantor	08/15/2007	3563	854u	U I 54		1 HANSCOM, SAM &	11/17/1988	1421	0267	U I 38		1 HANSCOM	
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LISTING HISTORY	NOTES
04/22/22 RWPR 07/22/21 RWVL 01/01/21 INSP MARKED FOR INSPECTION 11/13/17 CRVL MARKED FOR INSPECTION 06/08/12 JBVM 06/01/12 INSP MARKED FOR INSPECTION 07/23/08 BHVL	BROWN WITH BRICK:HOT SETS IN BMF: 06/12 NOH, DEK=24X39-POOL AREA: 7/21: INT & EXT COND = GOOD. HOME WELL MAINT. CK22 POOLL REMOVAL. 4/22 REMOVE POOL & ATT DECK

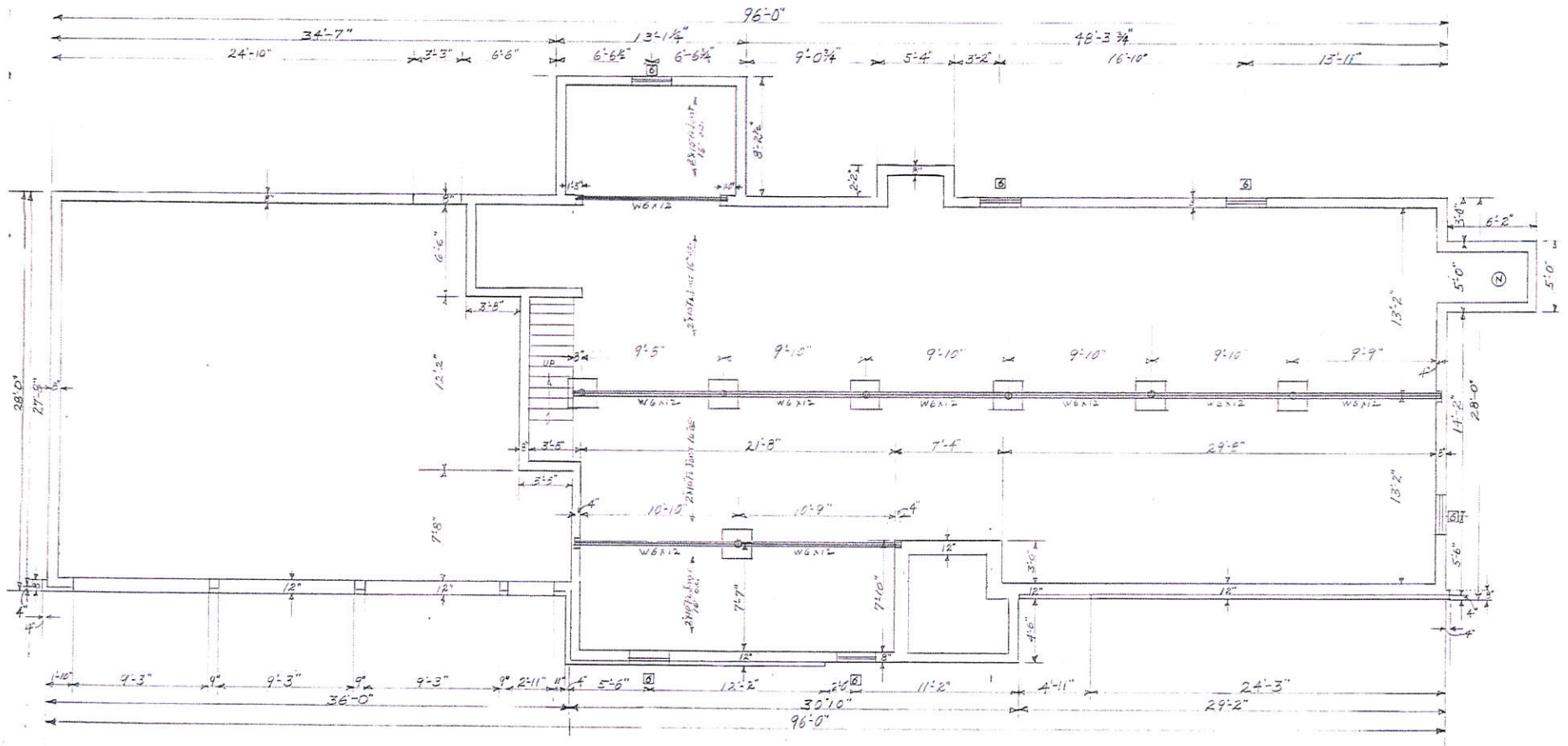
EXTRA FEATURES VALUATION								MUNICIPAL SOFTWARE BY AVITAR																																												
<table border="1"> <thead> <tr> <th>Feature Type</th> <th>Units</th> <th>Lngh x Width</th> <th>Size Adj</th> <th>Rate</th> <th>Cond</th> <th>Market Value</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td>BARN-1STRY/LOFT</td> <td>600</td> <td>30 x 20</td> <td>87</td> <td>22.00</td> <td>80</td> <td>9,187</td> <td></td> </tr> <tr> <td>GARAGE-1 STY</td> <td>360</td> <td>30 x 12</td> <td>104</td> <td>30.00</td> <td>80</td> <td>8,986</td> <td>ATT BARN</td> </tr> <tr> <td>FIREPLACE 1-STAND</td> <td>1</td> <td></td> <td>100</td> <td>3,000.00</td> <td>100</td> <td>3,000</td> <td></td> </tr> <tr> <td>HOT TUB</td> <td>1</td> <td></td> <td>100</td> <td>1,500.00</td> <td>50</td> <td>750</td> <td>NON-FUNC</td> </tr> <tr> <td colspan="6"></td> <td style="text-align: right;"><b>21,900</b></td> <td></td> </tr> </tbody> </table>	Feature Type	Units	Lngh x Width	Size Adj	Rate	Cond	Market Value	Notes	BARN-1STRY/LOFT	600	30 x 20	87	22.00	80	9,187		GARAGE-1 STY	360	30 x 12	104	30.00	80	8,986	ATT BARN	FIREPLACE 1-STAND	1		100	3,000.00	100	3,000		HOT TUB	1		100	1,500.00	50	750	NON-FUNC							<b>21,900</b>		<b>MADBURY ASSESSING OFFICE</b>			
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LAND VALUATION												LAST REVALUATION: 2020																																																																			
<b>Zone:</b> RA RESIDENTIAL AGRI <b>Minimum Acreage:</b> 1.83 <b>Minimum Frontage:</b> 200												<b>Site:</b> AVERAGE <b>Driveway:</b> PAVED <b>Road:</b> PAVED																																																																			
<table border="1"> <thead> <tr> <th>Land Type</th> <th>Units</th> <th>Base Rate</th> <th>NC</th> <th>Adj</th> <th>Site</th> <th>Road</th> <th>DWay</th> <th>Topography</th> <th>Cond</th> <th>Ad Valorem</th> <th>SPI</th> <th>R</th> <th>Tax Value</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td>IF RES</td> <td>1.830 ac</td> <td>130,000</td> <td>E</td> <td>100</td> <td>100</td> <td>100</td> <td>100</td> <td>100 -- LEVEL</td> <td>100</td> <td>130,000</td> <td>0</td> <td>N</td> <td>130,000</td> <td></td> </tr> <tr> <td>IF RES</td> <td>4.670 ac</td> <td>x 2,000</td> <td>X</td> <td>100</td> <td></td> <td></td> <td></td> <td>100 -- LEVEL</td> <td>100</td> <td>9,300</td> <td>0</td> <td>N</td> <td>9,300</td> <td></td> </tr> <tr> <td colspan="10"></td> <td style="text-align: right;"><b>6.500 ac</b></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="10"></td> <td style="text-align: right;">139,300</td> <td></td> <td></td> <td style="text-align: right;"><b>139,300</b></td> <td></td> </tr> </tbody> </table>	Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes	IF RES	1.830 ac	130,000	E	100	100	100	100	100 -- LEVEL	100	130,000	0	N	130,000		IF RES	4.670 ac	x 2,000	X	100				100 -- LEVEL	100	9,300	0	N	9,300												<b>6.500 ac</b>															139,300			<b>139,300</b>					
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes																																																																	
IF RES	1.830 ac	130,000	E	100	100	100	100	100 -- LEVEL	100	130,000	0	N	130,000																																																																		
IF RES	4.670 ac	x 2,000	X	100				100 -- LEVEL	100	9,300	0	N	9,300																																																																		
										<b>6.500 ac</b>																																																																					
										139,300			<b>139,300</b>																																																																		

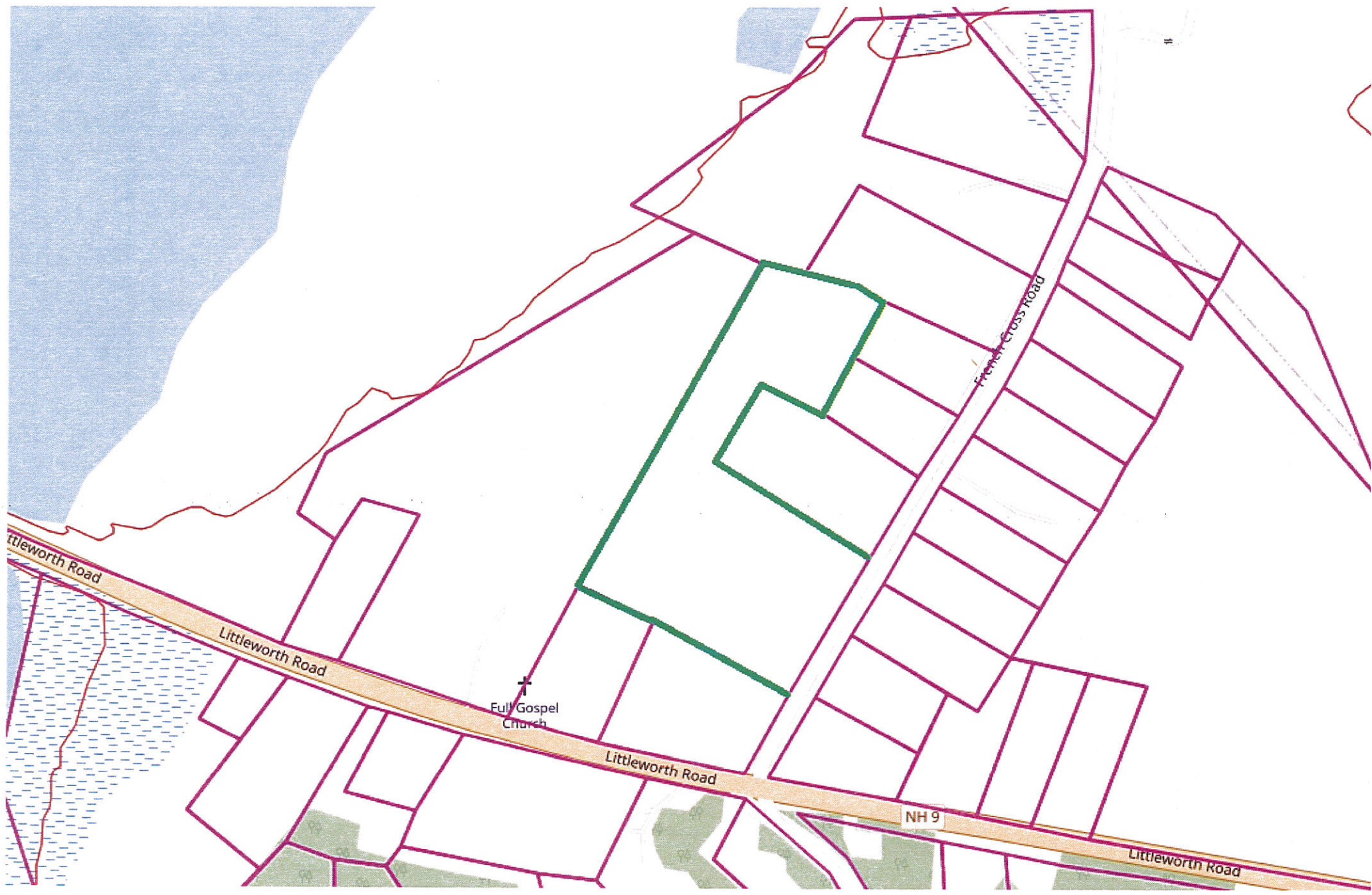




FIRST FLOOR PLAN  
SCALE 1/4" = 1'-0"



BASEMENT + FOUNDATION PLAN  
 SCALE 1/4" = 1'



Littleworth Road

Littleworth Road

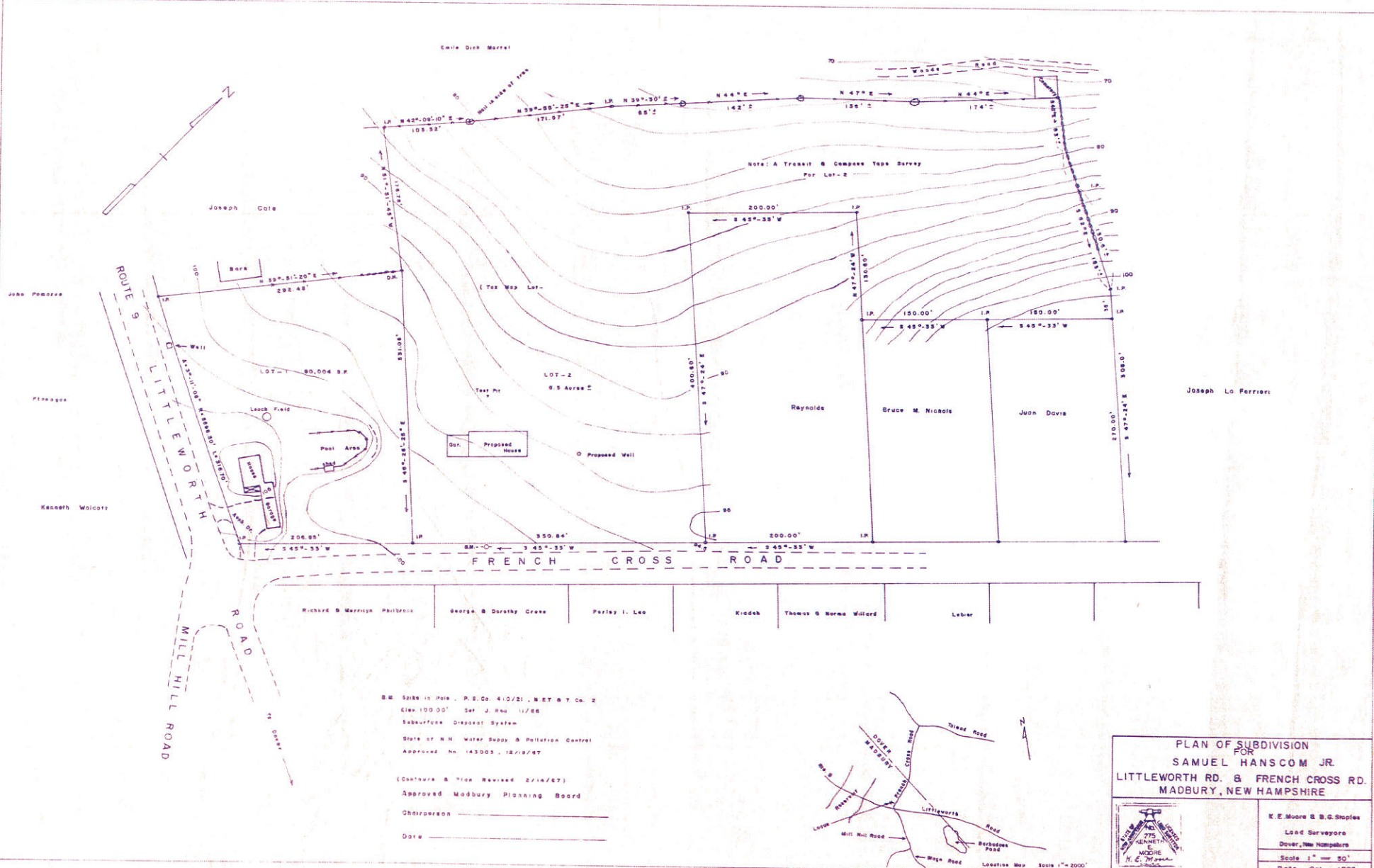
Full Gospel Church

Littleworth Road

NH 9

Littleworth Road

French Cross Road

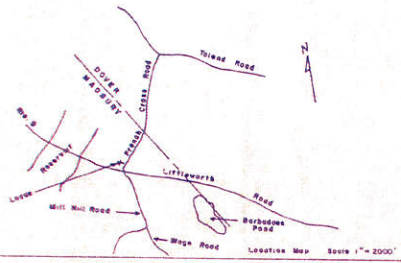


Note: A Transit & Compass Tape Survey  
For Lot-2

Richard B. Morrison Paulbrook    George B. Dorothy Cross    Parley I. Lee    Kiedeh    Thomas G. Norman Willard    Lebar

B.M. Spike in Pole, P.S. Co. 410/21, M.E.T. & Y. Co. 2  
Elev. 100.00' Ser. J. No. 11/86  
Subsurface Drainage System  
State of N.H. Water Supply & Pollution Control  
Approved No. 143003, 12/19/87

(Contours & Ties Revised 2/14/87)  
Approved Madbury Planning Board  
Chairperson \_\_\_\_\_  
Date \_\_\_\_\_



PLAN OF SUBDIVISION  
FOR  
SAMUEL HANSCOM JR.  
LITTLEWORTH RD. & FRENCH CROSS RD.  
MADBURY, NEW HAMPSHIRE



K.E. Moore & S.G. Staples  
Lead Surveyors  
Dover, New Hampshire  
Scale 1" = 50'  
Date Oct. 1988



LOT LINES ARE APPROXIMATE

6.5 +/- Acres

Nails To Tails  
Pet Grooming

Full Gospel Church

Morrison Cycle/Ski Doo

Littleworth Rd

Franklin Pierce Hwy

French Cross Rd

French Cross Rd

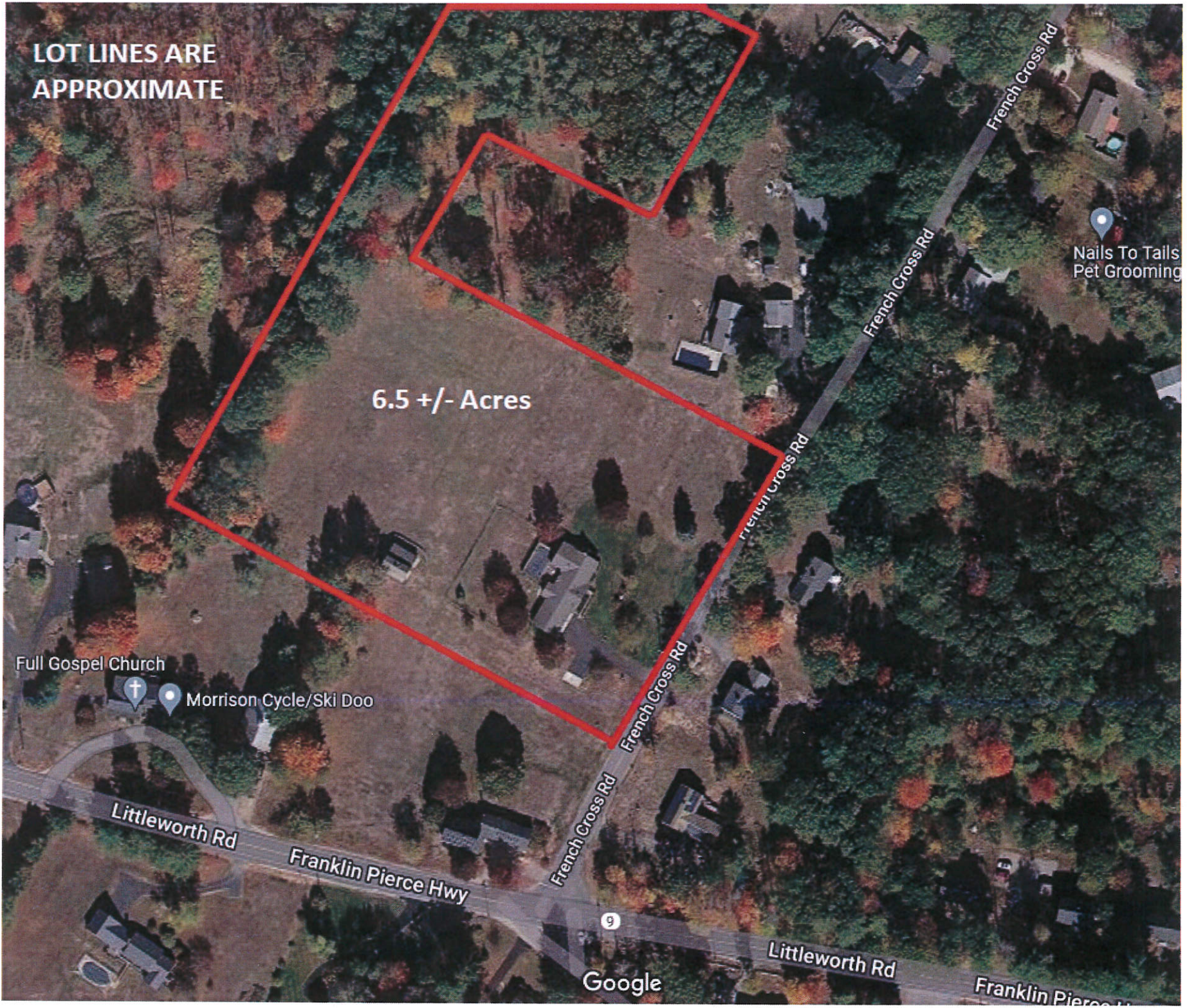
French Cross Rd

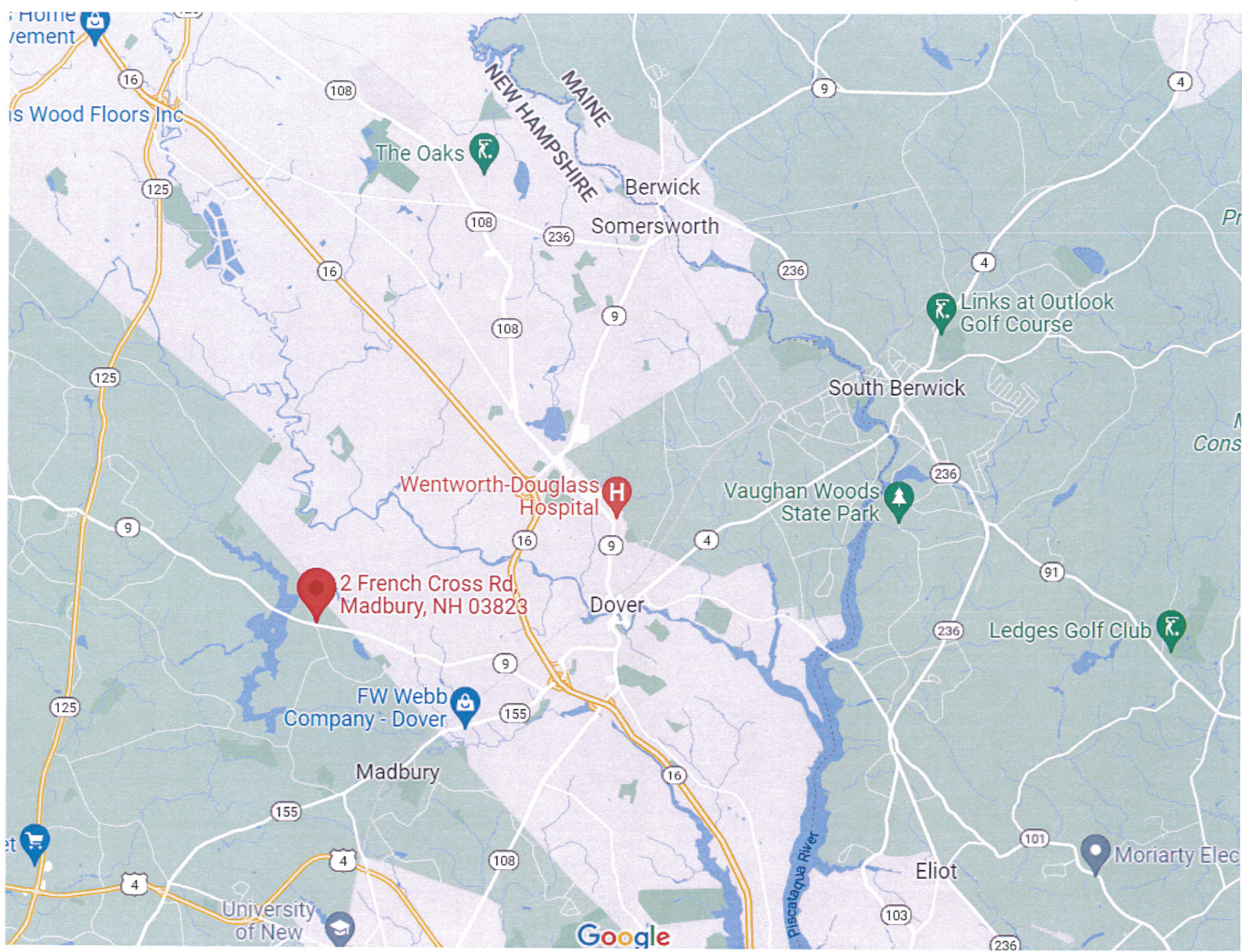
French Cross Rd

Google

Littleworth Rd

Franklin Pierce Hwy





2 French Cross Rd,  
Madbury, NH 03823

Wentworth-Douglass  
Hospital

Vaughan Woods  
State Park

Links at Outlook  
Golf Course

Ledges Golf Club

FW Webb  
Company - Dover

University  
of New

Google

Home  
vement

Wood Floors Inc

The Oaks

Berwick

Somersworth

South Berwick

Dover

Madbury

Eliot

Moriarty Elec

MAINE  
NEW HAMPSHIRE

Piscataqua River

16

108

9

4

125

108

236

4

16

108

9

236

125

9

16

9

4

236

91

125

9

155

16

236

155

4

108

4

103

236

# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

## New Hampshire Association of REALTORS® Standard Form



### TO BE COMPLETED BY SELLER

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

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

1. **SELLER:** Samuel J. Hanscom Jr. Trust and Marilyn Hanscom Trust

2. **PROPERTY LOCATION:** 2 French Cross Road, Madbury, NH 03823

3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?**  Yes  No

4. **SELLER:**  has  has not occupied the property for \_\_\_\_\_ years.

#### 5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

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

b. INSTALLATION: Location: \_\_\_\_\_  
Installed By: \_\_\_\_\_ Date of Installation: \_\_\_\_\_  
What is the source of your information? \_\_\_\_\_

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

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?  
Pump:  Yes  No  N/A Quantity:  Yes  No  
Quality:  Yes  No  Unknown  
If YES to any question, please explain in Comments below or with attachment.

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

#### 6. SEWAGE DISPOSAL SYSTEM

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

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

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

SELLER(S) INITIALS  /

BUYER(S) INITIALS  /

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



**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 2 French Cross Road, Madbury, NH 03823

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

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

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

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

**8. HAZARDOUS MATERIAL**

**a. UNDERGROUND STORAGE TANKS - Current or previously existing:**  
 Are you aware of any past or present underground storage tanks on your property?  Yes  No  Unknown  
 IF YES: Are tanks currently in use?  Yes  No  
 IF NO: How long have tank(s) been out of service? \_\_\_\_\_  
 What materials are, or were, stored in the tank(s)? \_\_\_\_\_  
 Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Are you aware of any past or present problems such as leakage, etc?  Yes  No  
 Comments: \_\_\_\_\_  
 If tanks are no longer in use, have the tanks been removed?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

**b. ASBESTOS - Current or previously existing:**  
 As insulation on the heating system pipes or ducts?  Yes  No  Unknown  
 In the siding?  Yes  No  Unknown In the roofing shingles?  Yes  No  Unknown  
 In flooring tiles?  Yes  No  Unknown Other \_\_\_\_\_  Yes  No  Unknown  
 If YES, Source of information: \_\_\_\_\_  
 Comments: \_\_\_\_\_

**c. RADON/AIR - Current or previously existing:**  
 Has the property been tested?  Yes  No  Unknown  
 If YES: Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Results: \_\_\_\_\_ If applicable, what remedial steps were taken? \_\_\_\_\_  
 Has the property been tested since remedial steps?  Yes  No  
 Are test results available?  Yes  No  
 Comments: \_\_\_\_\_

SELLER(S) INITIALS  /

BUYER(S) INITIALS  /

# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



## TO BE COMPLETED BY SELLER

**PROPERTY LOCATION:** 2 French Cross Road, Madbury, NH 03823

**d. RADON/WATER - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown

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

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

Has the property been tested since remedial steps?  Yes  No

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

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

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

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

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

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

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

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

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

## 9. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

**e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?**  YES  NO  UNKNOWN If YES, Explain: \_\_\_\_\_

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

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

**g. Has the property been surveyed?  Yes  No  Unknown If YES, By: \_\_\_\_\_**

If YES, is survey available?  Yes  No  Unknown

**h. How is the property zoned? \_\_\_\_\_**

**i. Heating System Age: \_\_\_\_\_ Type: \_\_\_\_\_ Fuel: \_\_\_\_\_ Tank Location: \_\_\_\_\_**

Owner of Tank: \_\_\_\_\_

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

Date system was last serviced and by whom? \_\_\_\_\_

Secondary Heat Systems: \_\_\_\_\_

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

**j. Roof Age: \_\_\_\_\_ Type of Roof Covering: \_\_\_\_\_**

Moisture or leakage: \_\_\_\_\_

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

SELLER(S) INITIALS  /

BUYER(S) INITIALS  /

# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



## TO BE COMPLETED BY SELLER

**PROPERTY LOCATION:** 2 French Cross Road, Madbury, NH 03823

k. Foundation/Basement:  Full  Partial  Other: \_\_\_\_\_  Type: \_\_\_\_\_  
Moisture or leakage: \_\_\_\_\_  
Comments: \_\_\_\_\_

l. Chimney(s) How Many? \_\_\_\_\_ Lined? \_\_\_\_\_ Last Cleaned: \_\_\_\_\_ Problems? \_\_\_\_\_  
Comments: \_\_\_\_\_

m. Plumbing Type: \_\_\_\_\_ Age: \_\_\_\_\_  
Comments: \_\_\_\_\_

n. Domestic Hot Water: Age: \_\_\_\_\_ Type: \_\_\_\_\_ Gallons: \_\_\_\_\_

o. Electrical System: # of Amps \_\_\_\_\_  Circuit Breakers  Fuses  
Comments: \_\_\_\_\_  
Solar Panels:  Leased  Owned If leased, explain terms of agreement: \_\_\_\_\_  
Comments: \_\_\_\_\_

p. Modifications: Are you aware of any modifications or repairs made without the necessary permits?  Yes  No  
If Yes, please explain: \_\_\_\_\_

q. Pest Infestation: Are you aware of any past or present pest infestations?  Yes  No Type: \_\_\_\_\_  
Comments: \_\_\_\_\_

r. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property?  
(Per RSA 477:4-g)  Yes  No If YES, please explain: \_\_\_\_\_

s. Air Conditioning: Type: \_\_\_\_\_ Age: \_\_\_\_\_ Date Last Serviced and by whom: \_\_\_\_\_  
Comments: \_\_\_\_\_

t. Pool: Age: \_\_\_\_\_ Heated:  Yes  No Type: \_\_\_\_\_ Last Date of Service: \_\_\_\_\_  
By Whom: \_\_\_\_\_

u. Generator: Portable:  Yes  No Whole House:  Yes  No Kw/Size: \_\_\_\_\_ Last Date of Service: \_\_\_\_\_  
If Portable:  Included  Negotiable  
Comments: \_\_\_\_\_

v. Internet: Type Currently Used at Property: \_\_\_\_\_

w. Other (e.g. Alarm System, Irrigation System, etc.) \_\_\_\_\_  
Comments: \_\_\_\_\_

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

SELLER(S) INITIALS  /

BUYER(S) INITIALS  /

# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



## TO BE COMPLETED BY SELLER

**PROPERTY LOCATION:** 2 French Cross Road, Madbury, NH 03823

### 10. ADDITIONAL INFORMATION

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

Yes  No

b. ADDITIONAL COMMENTS:

Visual inspection by the trustee viewed evidence of a past water leak by the drop ceiling in the basement and by the basement stairs.

### ACKNOWLEDGEMENTS:

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

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

*Thomas J. Queeney*  
dotloop verified  
01/05/23 10:47 AM EST  
NR94-GEZS-PGAZ-XZV6

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER(S) INITIALS  /

BUYER(S) INITIALS  /

Return to:  
Alec L. McEachern, Esq.  
P.O. Box 360  
Portsmouth, NH 03802-0360

Doc # 0016028 Aug 15, 2007 10:35 AM  
Book 3563 Page 0854 Page 1 of 2  
Register of Deeds, Strafford County



**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, that We, **Samuel J. Hanscom, Jr. and Marilyn J. Hanscom**, husband and wife, both of 2 French Cross Road, Madbury, County of Strafford and State of New Hampshire 03820, for consideration paid, grant to **Samuel J. Hanscom, Jr., Trustee of the Samuel Hanscom, Jr. Trust dated July 2, 2007, and Marilyn J. Hanscom and Samuel J. Hanscom, Jr., Co-Trustees of the Marilyn Hanscom Trust dated July 2, 2007**, both with an address of 2 French Cross Road, Madbury, County of Strafford and State of New Hampshire 03820, with QUITCLAIM COVENANTS, each an undivided one-half interest as tenants in common in the following described property:

A certain tract of land with buildings thereon in the Town of Madbury, County of Strafford and State of New Hampshire, being shown as lot #2 on a Plan of Subdivision for Samuel J. Hanscom, Jr. dated October 1986, and recorded in the Strafford County Registry of Deeds at 30-A-136, consisting of 6.5 acres of land more or less.

Meaning and intending to describe and hereby convey the same premises conveyed to the Grantors by deed of Samuel J. Hanscom, Jr. and Marilyn J. Hanscom, dated November 16, 1988, and recorded in Book 1421, Page 267 at the Strafford County Registry of Deeds.

This is not homestead property of the Grantors herein.

IN WITNESS WHEREOF this 30<sup>th</sup> day of July, 2007.

Witness

Samuel J. Hanscom, Jr.

Witness

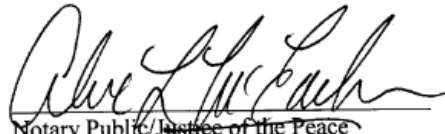
Marilyn J. Hanscom  
Under POA dated July 2, 2007



STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this 30<sup>th</sup> day of July, 2007, by Samuel J. Hanscom, Jr., individually and as Agent for Marilyn J. Hanscom under a General Durable Power of Attorney dated July 2, 2007.

Before me,



Notary Public/Justice of the Peace

My Commission Expires:



### REAL ESTATE PURCHASE & SALE AGREEMENT

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

- |  |   |
|--|---|
| 1. Seller(s): The Samuel J. Hanscom Jr. Trust,<br>and Marilyn J. Hanscom Trust<br>By Piscataqua Savings Bank, Trustee<br><br>Street: 15 Pleasant Street<br><br>City/State/Zip: Portsmouth, NH 03801<br><br>Telephone #: 603-610-1819 | Buyer(s): _____<br><br>Street: _____<br><br>City/State/Zip: _____<br><br>Telephone #: _____ |
|--|---|

2. Property:  Land  Land & Buildings  Condo  Other: \_\_\_\_\_  
 Street Address: 2 French Cross Road      City/Town: Madbury  
 County: Strafford                      State: New Hampshire  
 Also known as Tax Map 1, Lot 2, Sub B with deed recorded at the Strafford County Registry of Deeds at Book 3563, Page 854.

- |   |          |
|---|----------|
| 3. BID PRICE (HAMMER PRICE):  | \$ _____ |
| 10% BUYER'S PREMIUM:  | \$ _____ |
| TOTAL PURCHASE PRICE DUE FROM BUYER:  | \$ _____ |
| INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, to be delivered to Paul McInnis, LLC No later than February 2 <sup>nd</sup> at 1:00 p.m. and is NON-REFUNDABLE, except as provided below: |          |
| 10% of the total purchase price.  | \$ _____ |
| Additional Deposit:    N/A  | \$ _____ |
| BALANCE DUE AT TRANSFER OF TITLE:   | \$ _____ |

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before March 17<sup>th</sup>, 2023 at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the Strafford County Registry of Deeds in Dover, New Hampshire on March 17<sup>th</sup> at 10:00 a.m.

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

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

5. Title shall be transferred by Fiduciary deed free of all liens, subject to all easements and restrictions of record. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".
6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$10,000 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument is to be construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: Any residual personal property remaining at the time of closing.
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:  

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

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer



## How to Bid Online

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

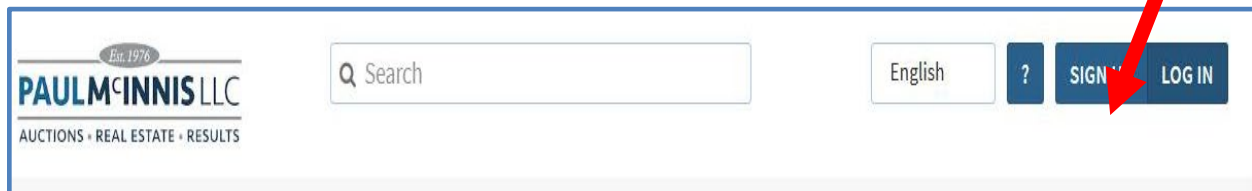
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically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

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, February 2<sup>nd</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, we will activate your account and you will be able to bid.

You can access the online auction portal, *NextLot*, by [clicking here](#).

As shown below, you will need to **"SIGN UP"** in the upper right-hand corner of your screen to register and create your *NextLot* online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your *NextLot* account.



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



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

**ONLINE BIDDER REGISTRATION FORM • 23PM-02**

BIDDING STARTS: Wednesday, January 25<sup>th</sup> at 9:00 a.m.  
BIDDING ENDS: Wednesday, February 1<sup>st</sup> at 1:00 p.m.  
PROPERTY: 2 French Cross Road, Madbury, NH

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

**Registration:** At the time of registration, you will be required to deliver your refundable bidder deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, February 2nd at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

**Terms:** A \$10,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, February 2<sup>nd</sup> at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Fiduciary Deed. Offered subject to confirmation of the Trustee.

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

**PRINT BUYER'S NAME:**

**SIGNATURE OF BIDDER:**

**DATE:**

23PM-02 Reviewed by:

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