

# AUCTION



## Aubuchon Anchored Multi-Tenant Retail/Office Building

38 Glen Avenue (Route 16)

Berlin, NH

Thursday, February 16<sup>th</sup> at 1:00 p.m.

Selling to the Highest Bidder above \$250,000

**38 Glen Avenue (Route 16)** is highly visible and accessible as you enter downtown. This multi-unit retail/office building includes 14,903 sq.ft. of rentable space and is sited on a .67± acre, corner lot with 342' of road frontage on Route 16 and Diana Street. There is a lower parking area for the retail portion and an upper lot for the office space. Aubuchon occupies 9,840± sq.ft. with an office tenant occupying 1,750 sq.ft. The property is serviced by city water and sewer and natural gas. Zone: Downtown. Tax Map 118, Lot 137.

**Property Inspection:** One hour prior to the auction.

**Terms:** A \$10,000 deposit by certified check or E-check through Earnnest payable to Paul McInnis LLC Escrow or other funds acceptable to auctioneer will be required as a qualification to bid. Successful bidder to increase deposit to a total of 10% of the Total Purchase Price at time of sale with the balance due at closing within 30 days of the auction. A 10% Buyer's Premium will be added to the high bid price to become the Total Purchase Price. Subject to all Terms of Sale. Property is being sold with marketable title free and clear of all liens. Sale is subject to all terms of sale.

Est. 1976

**PAUL McINNIS 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

38 Glen Avenue, Berlin, NH

BIDDING OPENS: **Thursday, February 16<sup>th</sup> at 1:00 p.m.**

## ITEMS TO COMPLETE –

- Review the Real Estate Disclosure Forms
- Review the General Terms & Conditions
- Review the Property Information Package and Links to Additional Documents and Due Diligence
- Execute and Return to the Auctioneer the Confidentiality Agreement in order to view the Tenant Lease Agreements
- Review the Purchase & Sale Agreement
- Review the Bidder Registration Form, which is the last page of this package. You can either bring the completed form with your deposit to the live auction or delivery it electronically.

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.

- Contact the Auctioneer with any questions [justin@paulmcinnis.com](mailto:justin@paulmcinnis.com)



## GENERAL TERMS & CONDITIONS

Paul McInnis LLC has been retained to sell 38 Glen Avenue, Belin, NH to the highest bidder above \$250,000.

**LOCATION:** The **Live Auction** will take place on **Thursday, February 16<sup>th</sup> at 1:00 p.m. on-site at 38 Glen Avenue (Route 16) in Berlin, NH.**

**BIDDING ON-SITE OR ONLINE:** Bidders interested in bidding on the property will join the auctioneer at 38 Glen Avenue. If a Bidder is unable to attend the auction in person, they will have the option to bid online during the live auction from their computer or mobile device. In order to bid online, there are additional steps a bidder must take, which will be explained later in this package.

**BIDDER DEPOSIT:** Bidders can either bring a **Certified Check**, made payable to **Paul McInnis, LLC Escrow**, to the auction location at the time of the sale, or they can provide their deposit electronically 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). **Electronic Deposits** must be initiated no less than 24 hours prior to the auction.

**Deposit Amount: \$10,000.00**

**REGISTRATION:** To bid, a bidder will need to fill out the **Bidder Registration Form**. If a bidder is attending the sale on-site, the completed and signed **Bidder Registration Form** must be presented with the required **Deposit** to the auctioneer. If a bidder wishes to bid online, they will need to provide the required **Deposit to the Auctioneer's Office or electronically** and submit the completed and signed **Bidder Registration Form** to the office of the auctioneer no later than 24 hours prior to the auction. The **Bidder Registration Form** can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com), or sent to you through Dotloop by request of the auctioneer.

**SIGNING THE PURCHASE AND SALE AGREEMENT OF SALE:** The highest bidder at the auction will sign the purchase and sale agreement immediately following the auction. A copy of the Purchase and Sale Agreement is included in this package which should be reviewed prior to bidding. If the high bidder is on-site, they will sign the Purchase and Sale Agreement manually with the auctioneer. If the high bidder is online, they will receive the Purchase and Sale Agreement electronically through Dotloop for their electronic signature. All signatures will be completed immediately before the auctioneer leaves the auction premises, or the buyer will be considered in default, and the high bidder's deposit will be forfeited.

**ADDITIONAL DEPOSIT:** The Successful Bidder(s) will be required to tender an additional deposit to increase their initial deposit to a total of Ten Percent (10%) of the Total Purchase Price at the close of the auction. The deposit must be by wire transfer through Earnnest or check payable to Paul McInnis LLC Escrow Account in U.S. funds. Should the successful bidder fail to execute the Purchase and Sale Agreement, or deliver the additional deposits, the Bidder agrees to forfeit the initial deposit which shall become a NON-REFUNDABLE, NON-COMPLIANCE FEE.

**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 Purchase and Sale Agreement of Sale 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 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 improvements 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 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 Seller, Paul McInnis LLC or their agents.

If you have any questions about this property or the auction process, feel free to email [justin@paulmcinnis.com](mailto:justin@paulmcinnis.com)

## EXECUTIVE SUMMARY

<b>ADDRESS</b>	38 Glen Avenue, Berlin, NH
<b>TOWN REFERENCE</b>	Map 118, Lot 137
<b>COOS COUNTY DEED REFERENCE</b>	Book 653, Page 316
<b>ASSESSED VALUE</b>	\$397,700
<b>2022 TAX RATE</b>	\$27.26/\$1,000
<b>2022 COUNTY TAXES</b>	\$10,841
<b>UTILITIES</b>	Water: Public Sewer: Public Heat: Natural Gas
<b>VEHICLE PARKING</b>	Off street parking, upper and lower parking lots
<b>LOT SIZE</b>	.67 Acres, corner lot

<b>TYPE</b>	DT Downtown Zone
<b>YEAR BUILT</b>	1900
<b>GROSS BUILDING SQ. FT.</b>	15,840
<b>HVAC</b>	Natural gas fired Modine style heaters in retail area ,and forced air and electric baseboard in offices
<b>HEATING FUEL</b>	Natural gas & Electricity
<b>ROOF MATERIAL</b>	Rubber membrane
<b>ELECTRIC</b>	400 amps, 240 volts, 3 phase

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Property Location 38 GLEN AVENUE  
 Vision ID 968

Account # 000118000137000

Map ID 000118/ / 000137/ 000000/  
 Bldg # 1

Bldg Name AUBUCHAN HARDWARE  
 Sec # 1 of 1 Card # 1 of 1

State Use 3220  
 Print Date 12/27/2022 12:54:10

CURRENT OWNER			TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT							
AUBUCHON REALTY CO, INC  73 JUNCTION SQUARE DRIVE  CONCORD MA 01742  Active			1	Level	1	Paved	1	Urban	Description	Code	Appraised	Assessed	1801  BERLIN, NH  <b>VISION</b>	
						6	Sidewalk			COMMERC.	3220	360,900		360,900
			<b>SUPPLEMENTAL DATA</b>				COM LAND	3220	26,600	26,600	COMMERC.	3220		10,200
			Alt Prcl ID 000118000137000000				MLS #/DA ASKING \$ DOB Resale Y/ RESALE  Assoc Pid#		Total		397,700	397,700		

RECORD OF OWNERSHIP							BK-VOL/PAGE	SALE DATE	Q/U	VI	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
AUBUCHON REALTY CO, INC							0653	0316	11-01-1982	U	I	0	37	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
														2022	3220	360,900		3220	359,900	2021	3220	352,900
															3220	26,600		3220	12,800		3220	12,800
															3220	10,200		3220	10,200		3220	10,200
							Total		0.00	Total		397,700	Total	Total		382,900	Total		382,900	Total		382,900

EXEMPTIONS				
Year	Code	Description	Amount	
Total				

ASSESSING NEIGHBORHOOD					APPRAISED VALUE SUMMARY				
Nbhd	Nbhd Name	B	Tracing	Batch					
0001					Appraised Bldg. Value (Card) 335,600				
					Appraised Xf (B) Value (Bldg) 25,300				
					Appraised Ob (B) Value (Bldg) 10,200				
					Appraised Land Value (Bldg) 26,600				
					Special Land Value 0				
					Total Appraised Parcel Value 397,700				
					Valuation Method C				
					Total Appraised Parcel Value 397,700				

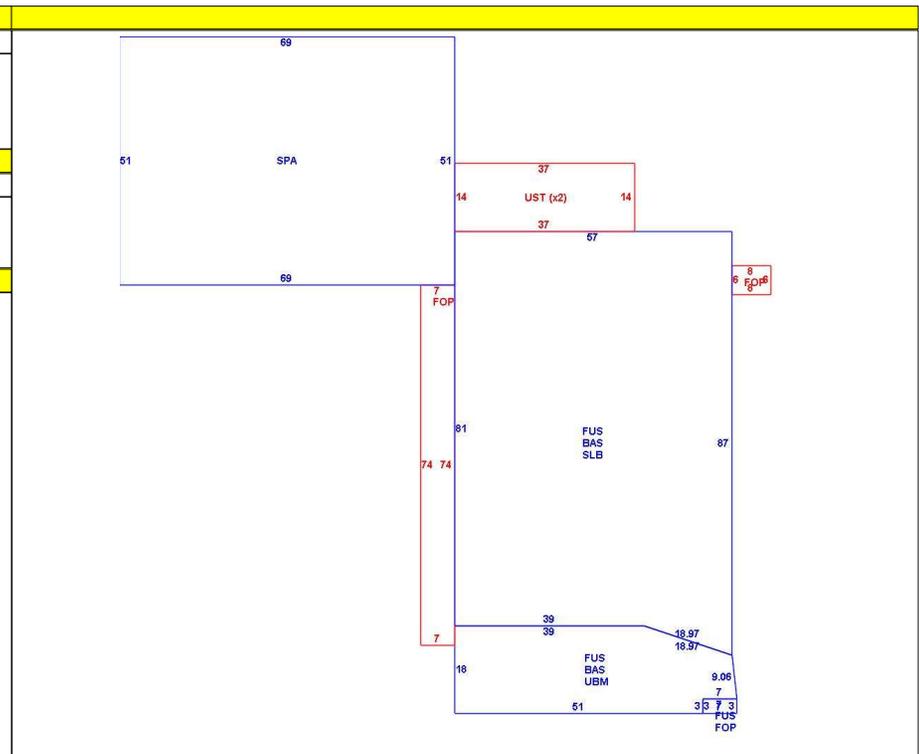
NOTES							BUILDING PERMIT RECORD							VISIT / CHANGE HISTORY						
							Permit I	Issue Date	Type	Description	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result
AUBUCHON PLAZA. OFFICE HAS AC. BMU-WAT ER;MAIN ST 15 MIN PARKING; 5 OFFICES AVA ILABLE, ONLY 2 RENTED AS OF 4/1/2011; EA CH HAS 2-PIECE BATH; 2/2013-CORRECT SKET CH; OFFICES NOT BEING RENTED AS OF 2013- DNV BSMT PER MANAGER;FUNC 2FLR= 10%							89-B15	09-18-2015	01	Alteration		100		INSTALL HANDICAP ACCESS & RENOV OFFICE	09-12-2022	MH			43	Hearing Email Review
														06-23-2022	MW			14	Field Review - CC	
														04-05-2021	JF			00	Measure and List	
														01-12-2021	JF			00	Measure and List	
														07-07-2020	MH			14	Field Review - CC	
														06-30-2020	JF			14	Field Review - CC	
														11-28-2017	PS			00	Measure and List	

LAND LINE VALUATION SECTION																	
B	Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	SI Adj	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes	Location Adjustme	Adj Unit Pric	Land Value	
1	3220	Store/Shop	DT			29,185 SF	1.16	1.05000	2	1.00	CIF	0.750			0	0.91	26,600
Total Card Land Units						0.67	AC	Parcel Total Land Area: 0.67						Total Land Value		26,600	

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style	101	Store			
Model	94	Commercial			
Grade	03	Average			
Stories	2				
Occupancy	4.00				
Exterior Wall 1	20	Brick			
Exterior Wall 2					
Roof Structure	01	Flat			
Roof Cover	14	Rubber			
Interior Wall 1	05	Drywall			
Interior Wall 2	01	Minim/Masonry			
Interior Floor 1	14	Carpet			
Interior Floor 2	06	Linoleum			
Heating Fuel	03	Gas			
Heating Type	03	Hot Air-No Duc			
AC Type	01	None			
Bldg Use	3030	Commercial			
Total Rooms					
Total Bedrms					
Total Baths	1				
Half Baths	4				
Color					
Heat/AC	00	None			
Frame Type	03	Masonry			
Baths/Plumbing	02	Average			
Ceiling/Wall	03	Sus-Ceil/Mn Wl			
Rooms/Prtns	02	Average			
Wall Height	14.00				
% Conn Wall					
1st Floor Use:					

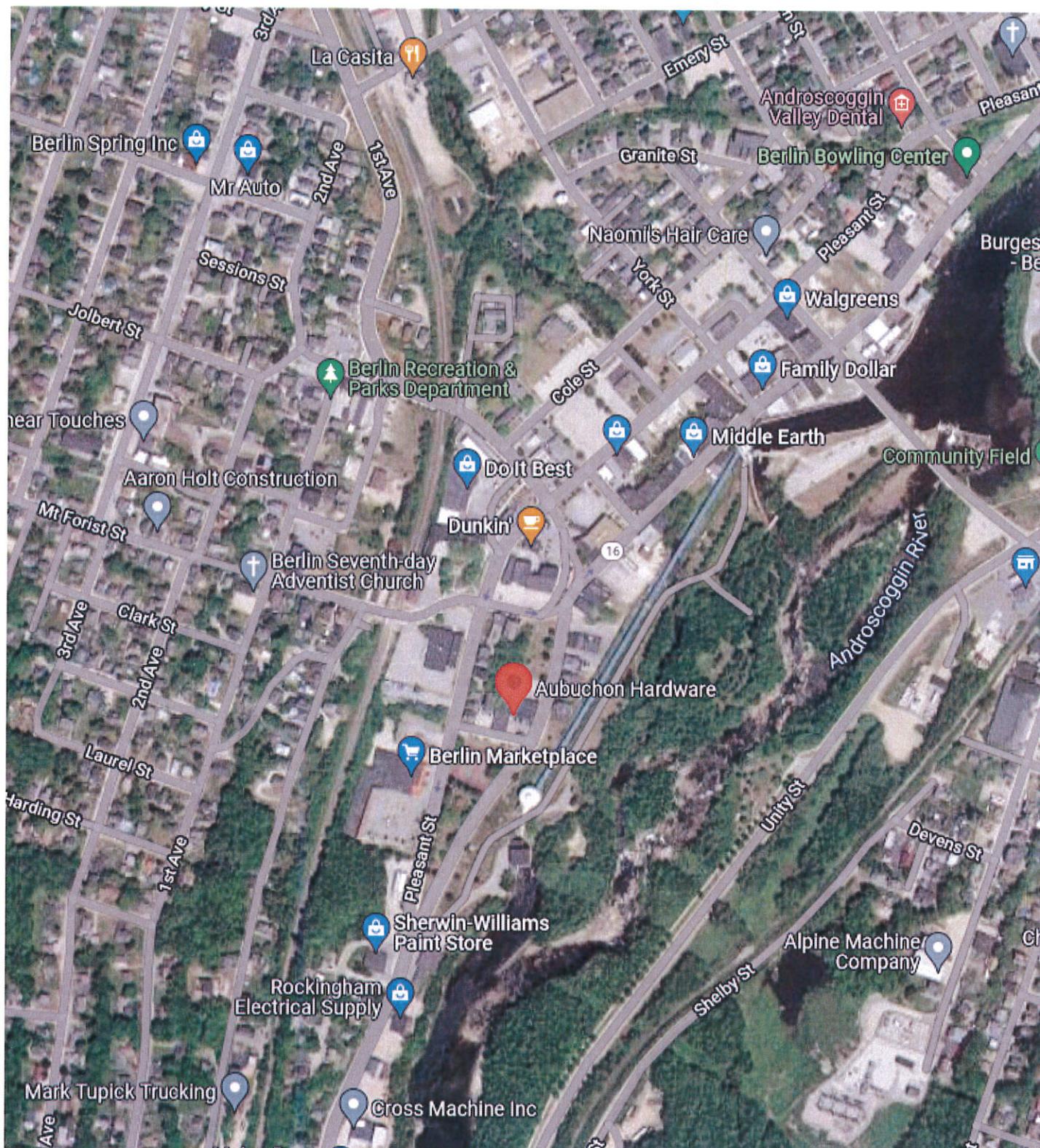
MIXED USE		
Code	Description	Percentage
3220	Store/Shop	100
		0
		0

COST / MARKET VALUATION	
RCN	762,625
Year Built	1900
Effective Year Built	1970
Depreciation Code	G
Remodel Rating	
Year Remodeled	
Depreciation %	52
Functional Obsol	
External Obsol	4
Trend Factor	1
Condition	
Condition %	
Percent Good	44
RCNLD	335,600
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value
PAV1	Paving-Asphalt	L	13,100	1.95			40		0.00	10,200
MEZ1	Mezzanine - Un	B	1,800	12.00	1968		44		0.00	9,500
A/C	Air Condition	B	11,200	3.20	1969	A	44	C	0.00	15,800

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value	
BAS	First Floor	5,630	5,630	5,630	51.48	289,832	
FOP	Open Porch	0	587	147	12.89	7,568	
FUS	Upper Story - Finished	5,651	5,651	5,651	51.48	290,913	
SLB	Slab	0	4,671	0	0.00	0	
SPA	Service Production Area	3,519	3,519	2,991	43.76	153,977	
UBM	Basement - Unfin	0	959	240	12.88	12,355	
UST	Storage or Utility	0	1,036	155	7.70	7,979	
Ttl Gross Liv / Lease Area		14,800	22,053	14,814		762,624	





Exchange St  
158'S  
53'S

Exchange St

Exchange St

Pleasant St

Glen Ave

Pleasant St

Glen Ave

Diana St

No Name

#15  
118-149  
0.30 Ac

#60  
118-128  
0.17 Ac

#139  
118-139  
0.15 Ac  
BAPTIST  
ASSOC.

#P-VOUDOUKIS

#56  
118-129  
0.08 Ac

118-138  
0.77 Ac  
E

#54  
118-130  
0.07 Ac

#50  
118-131  
0.13 Ac

#44  
118-132  
0.05 Ac

#12  
118-136  
0.15 Ac

#36  
118-134  
0.07 Ac

#38  
118-133  
0.04 Ac

#38  
118-137  
0.67 Ac

#P-HOL CTR  
118-114  
0.24 Ac

#5  
118-113  
0.28 Ac

#17  
118-112  
0.09 Ac

#23  
118-111  
0.08 Ac

#27-110  
0.09 Ac

#37  
118-109  
0.15 Ac

118-108  
20.00 Ac

BILL DATE 12/15/2022  
INVOICE # 2022-2-245304

**DECEMBER BILL**

**ASSESSED VALUE AND EXEMPTIONS**

Tax Rate Information		
Municipal	11.42	\$4,541.73
Local Educ	11.42	\$4,541.73
County	3.49	\$1,387.97
State Educ	0.93	\$369.86
<b>Total</b>	<b>\$27.26</b>	<b>\$10,841.00</b>

**Map-Lot:** 000118-000137-000000  
38 - GLEN AVENUE

Land	26,600.00	Gross Value	397,700.00
Building	371,100.00	Exemptions	0.00
Net Value			<b>\$397,700.00</b>

**CITY OF BERLIN**

**PROPERTY TAX AND CREDITS**

**TAX COLLECTOR**

168 Main Street  
Berlin, NH 03570  
(603) 752-6350

Total Tax Bill:		\$10,841.00
Paid To Date:	-	\$6,996.00

AUBUCHON REALTY CO, INC  
73 JUNCTION SQUARE DRIVE  
CONCORD, MA 01742

**TOTAL TAX DUE BY 1/18/2023: \$3,845.00**  
Unpaid balances accrue interest at 8% per annum after 1/18/2023

BILL DATE 12/15/2022  
INVOICE # 2022-2-245304

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73 JUNCTION SQUARE DRIVE  
CONCORD, MA 01742

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**CURRENT RENT ROLL**

Tenant Name	Base Rent	Est. Nets Per Month	Gross Rent	SqFt	Lease Term	Options Exp
New Hampshire Legal Assistance	\$901.25	\$0.00	\$901.25	1,750	5/31/2024	5/31/2030
Office - Vacant Untis 104, 105, 107	\$0.00	\$0.00	\$0.00	2,363		
Office - Vacant Unit 110	\$0.00	\$0.00	\$0.00	850		
Aubuchon Hardware	\$6,199.52	\$1,309.00	\$7,508.52	9,840	12/31/2019	TAW
<b>Total</b>	<b>\$7,100.77</b>		<b>\$8,409.77</b>	<b>14,803</b>		

**Aubuchon Realty Company, Inc**  
**Income Statement**  
**For the Period Ending 12/31/2022**

Account	Current Year	Prior Year	\$ Variance	% Variance
<b>092 - Berlin, NH</b>				
<b>Revenues</b>				
480400 - Commercial Rents	89,218	83,760	5,458	
480800 - Commercial Net Billings	15,137	12,806	2,331	
Total Rental Income	104,355	96,566	7,789	8.1 %
<b>Total Revenues</b>	<b>104,355</b>	<b>96,566</b>	<b>7,789</b>	<b>8.1 %</b>
<b>Operating Expenses</b>				
644000 - Real Estate Tax Net	10,841	13,990	(3,149)	
Total Property Taxes	10,841	13,990	(3,149)	-22.5 %
680000 - Repair & Maintenance - Landlord	-	1,333	(1,333)	
681000 - Repair & Maintenance - CAM	859	2,715	(1,856)	
681100 - Snow Plowing	7,000	6,100	900	
Total Repairs and Maintenance	7,859	10,147	(2,288)	-22.6 %
667200 - Utilities - Landlord	1,094	996	98	
667400 - Utilities - Cam	1,609	1,393	216	
Total Utilities	2,703	2,389	315	13.2 %
785000 - Property Casualty & Fleet Insurance	3,589	3,103	486	
Total Insurance	3,589	3,103	486	15.7 %
780200 - Professional Fees	-	2,848	(2,848)	
Total Professional Fees	-	2,848	(2,848)	0.0 %
782000 - General Expenses	-	-	-	
Total General Expenses	-	-	-	0.0 %
<b>Total Operating Expenses</b>	<b>24,992</b>	<b>32,477</b>	<b>(7,485)</b>	<b>-23.0 %</b>
<b>EBITDA</b>	<b>79,363</b>	<b>64,088</b>	<b>15,274</b>	<b>23.8 %</b>
<b>Depreciation and Amortization</b>				
720000 - Depreciation - Buildings	423	423	-	
721000 - Depreciation - Building Improvements	2,856	2,656	201	
723000 - Depreciation - Site Improvements	157	157	-	
Total Depreciation and Amortization	3,437	3,236	201	6.2 %
<b>Total Depreciation and Amortization</b>	<b>3,437</b>	<b>3,236</b>	<b>201</b>	<b>6.2 %</b>
<b>Income from Operations</b>	<b>75,926</b>	<b>60,852</b>	<b>15,074</b>	<b>24.8 %</b>
<b>Income Before Taxes</b>	<b>75,926</b>	<b>60,852</b>	<b>15,074</b>	<b>24.8 %</b>
<b>Income After Taxes</b>	<b>75,926</b>	<b>60,852</b>	<b>15,074</b>	<b>24.8 %</b>
<b>Net Income</b>	<b>75,926</b>	<b>60,852</b>	<b>15,074</b>	<b>24.8 %</b>

Note: All information has been provided by the seller and has not been verified by Paul McInnis LLC.

*Aubuchon Hardware 092 Unit 101 & 108*

*38 Glen Avenue*

*Berlin, NH 03570*

*8,840 & 1,000 Square Feet*

**2023 Projected NETS**

			Estimated Nets per Month
			Tenant's Portion
<b>TAXES</b>			
<b>Taxes:</b>	\$10,841.00		
% Share: (9840/15840)	<u>62.12%</u>	\$6,734.56	\$561
<b>INSURANCE</b>			
<b>Insurance:</b>	\$3,102.73		
% Share	<u>62.12%</u>	\$1,927.45	\$161
<b>COMMON AREA MAINTENANCE</b>			
<b>Common Area Maintenance</b>	\$415.02		
% Share	<u>62.12%</u>	\$257.82	
<b>Snow</b>	\$6,100.00		
% Share	<u>62.12%</u>	\$3,789.39	
<b>Electricity</b>	\$781.44		
% Share	<u>62.12%</u>	\$485.44	
<b>Water &amp; Sewer</b>	\$611.56		
% Share	<u>62.12%</u>	\$379.91	
<i>Sub-Total</i>		<i>\$4,912.56</i>	
<b>Management Fee</b>	5%	\$245.63	
		\$5,158.19	\$430
<b>TOTAL</b>		<b>\$13,820.20</b>	<b>\$1,309</b>

**38 Glen Avenue, Berlin, NH**

To receive lease between Aubuchon Realty Co. Inc. (Landlord) & W.E. Aubuchon Co., Inc. (Tenant), and  
New Hampshire Legal Assistance (Tenant)  
please complete and sign the Confidentiality Agreement below and return  
via fax (603) 964-1302 or e-mail to *admin@paulmcinnis.com*

***Please print clearly to avoid delay in receiving information***

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Fax: \_\_\_\_\_

Street: \_\_\_\_\_

City / State/ Zip: \_\_\_\_\_

E-Mail Address (required): \_\_\_\_\_

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is made and agreed to for the benefit of Aubuchon Realty Company, Inc., hereinafter collectively referred to as the Seller by the undersigned Recipient.

NOW, THEREFORE, in consideration of the privileges granted to the Recipient with respect to receiving certain confidential information, the Recipient agrees with the Seller as follows:

**1 . Confidential Information:** All of the information provided is considered to be confidential by the Seller. Only the Recipient shall use the confidential information for the sole purpose of evaluating the property for purchase. The Recipient's party (i.e. directors, officers, partners, employees, agents, attorneys, accountants, financial advisors, etc.) shall be informed by the Recipient of this Confidentiality Agreement and shall not further distribute the information provided.

**2. No Representations or Warranties:** The Recipient acknowledges and understands that the confidential information has been prepared for the convenience of the Recipient and that the Seller and Paul McInnis LLC. make no representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the confidential information. The Recipient hereby releases the Seller and Paul McInnis LLC. from all claims, demands, causes of action, losses, damages, liabilities, cost of expenses (including attorney's fees whether suit is instituted or not) asserted against or incurred by Recipient by reason of the confidential information.

IN WITNESS WHEREOF, the Recipient has signed and delivered this agreement as its own free act and deed.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

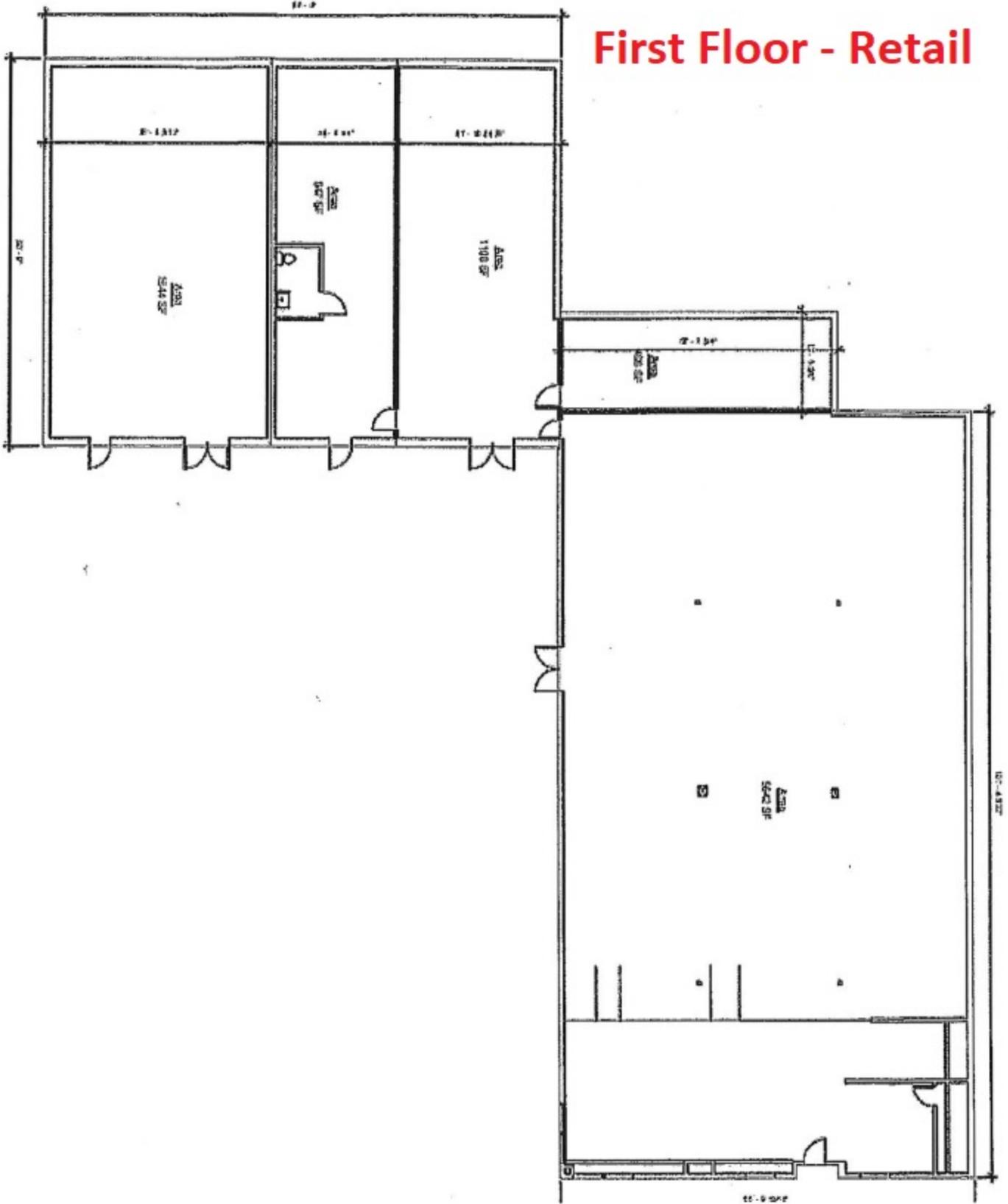
\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Print Name of Recipient

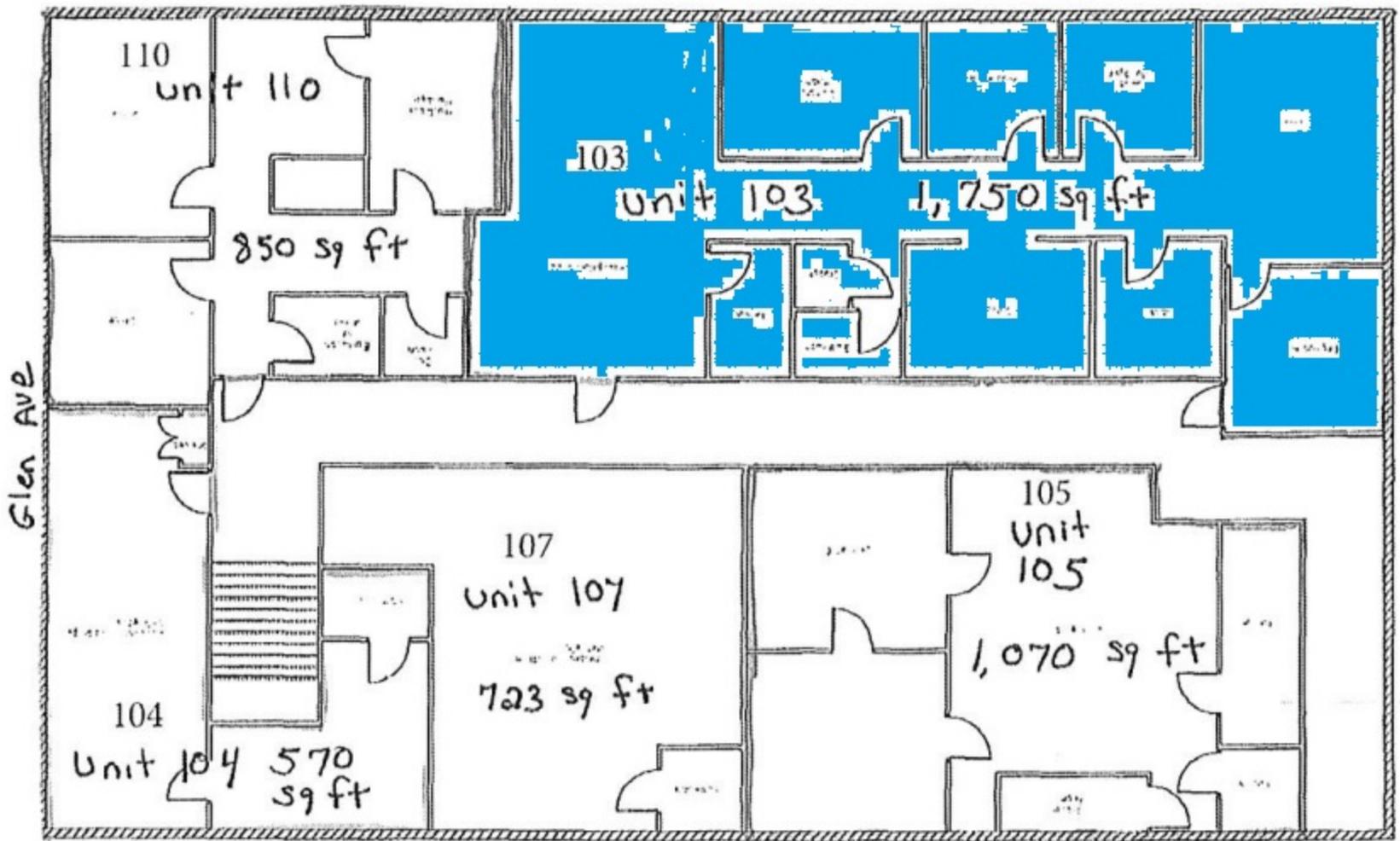
# First Floor - Retail



# Second Floor - Offices

Stone parking Lot

Occupied by New Hampshire  
Legal Assistance



Back Parking Lot

Glen Ave

## ARTICLE IX

### DOWNTOWN ZONE (DT)

#### Sec. 17-91. Purpose

The Downtown (DT) zone is intended to be the center or hub of the City of Berlin. Geographically, it covers the downtown area. The zone provides commercial, financial, retail, government, and housing uses. A mixture of uses is encouraged. Access is primarily pedestrian. New development should be compatible with the architectural qualities, graceful details, and scale of existing older or historic structures which give this area its character.

#### Sec. 17-92. Uses

##### Permitted Uses:

1. Multi-family dwelling either above or below the ground level (first floor). (Ord. 10/20/03)
2. Home occupation
3. Retail establishment such as a grocery, drug, merchandise, furniture, apparel, specialty goods, tobacco, book, gift and flower store, without drive-thru service
4. Customer or personal services including barber and beauty shops, repair shop for shoes, household and office appliances, and similar services with a retail component
5. Office
6. Bank or loan agency
7. Publishing or printing business
8. Radio, television and recording studio and office, excepting transmitting facilities
9. Medical or dental office
10. Restaurant
11. Fast food restaurant without drive-thru service
12. Recreation facility, commercial-indoor
13. Community center
14. Library, museum or historic site open to the public
15. Governmental use
16. Club Membership (Ord. 5-18-2015)
17. Accessory uses to the above

##### Uses Permitted by Special Exception:

1. Manufacture and retail of goods such as pottery, handcrafts, and bakery products provided not more than five (5) persons shall be employed in such operation
2. Hotels and lodging houses
3. School
4. Parking facility, commercial parking lot or parking garage, (Ord. 10/20/03)

Accessory use to above

6. First floor (ground level) dwellings, which will not front any street-side in the DT Zone and will not occupy more than forty percent (40%) of the rear floor space.  
(Ord.12/1/03)

Sec. 17-93. Minimum Lot Size and Frontage

The follow minimum requirements shall apply:

1. Lot Size: 1,500 square feet
2. Frontage: 15 feet on an accepted, existing, or approved city street.  
(Ord.12/1/03)
3. A special exception for lot size and frontage may be granted pursuant to Article II, Section 17-24, provided that the special exception shall be for no less than the following:
  - a. Lot Size: 750 square feet
  - b. Frontage: 10 feet

Sec. 17-94. Setbacks

1. The following setbacks for primary buildings shall apply:
  - a. Front and Side Yard Setbacks:

In order to achieve a traditional solid building line fronting directly on sidewalks, there shall be no front or side yard setbacks allowed in this zone unless in the judgment of the Building Inspector such setbacks are necessary to protect the public health, safety, and welfare and to carry out the intent of this Ordinance.
  - b. Rear Yard Setback: 10 feet
2. The following setbacks for accessory buildings shall apply:
  - a. Front Yard Setback: behind the primary building.
  - b. Rear Yard Setback: 3 feet
  - c. Side Yard Setback: 3 feet

3. A special exception for setbacks may be granted for accessory buildings provided that the provisions of Article II, Section 17-24 are met.

#### Sec. 17-95. Building Height and Separation

The following requirements shall apply:

1. Primary Building Height: maximum of 65 feet.
2. Accessory Building Height: maximum of 22 feet; building height may be increased by special exception up to 35 feet or no higher than the primary structure, whichever is less, according to the provisions of Article II, Section 17-24.
3. Building Separation: the minimum building separation will be determined by the Building Inspector in accordance with the Berlin Building Code and the Fire Prevention Code.

#### Sec. 17-96. Display of Goods and Merchandise Outside

Outdoor displays of goods and merchandise shall be allowed provided that the display does not block pedestrian or vehicular access and is in conformance with the "City of Berlin Sidewalk Merchandise Display Ordinance".

#### Sec. 17-97. General Requirements

The following general requirements shall apply:

1. The minimum number of on-site parking spaces required per business is zero (0). (Ord. 10/20/03)
2. Vacant lots shall be loamed and seeded and maintained in a neat fashion.
3. There shall be no drive-thru service allowed for any business in this zone.

Secs. 17-98—17-100. Reserved

[#Top of the Document](#)

## 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): Aubuchon Realty Company, Inc. Street: 73 Junction Square Drive City/State/Zip: Concord, MA 01742 Telephone #: _____	Buyer(s): _____ Street: _____ City/State/Zip: _____ Telephone #: _____
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2. Property:  Land  Land & Buildings  Condo  Other: \_\_\_\_\_  
 Street Address: 38 Glen Avenue City/Town: Berlin  
 County: Coos State: New Hampshire  
 Also known as Tax Map 118, Lot 137 with deed recorded at the Coos County Registry of Deeds at Book 0653, Page 0316.

3. BID PRICE (HAMMER PRICE):	\$ _____
10% BUYER'S PREMIUM:	\$ _____
TOTAL PURCHASE PRICE DUE FROM BUYER:	\$ _____
INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, Receipt of which is acknowledged and is NON-REFUNDABLE, 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 20<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 Coos County Registry of Deeds in Lancaster, New Hampshire on March 20<sup>th</sup> at 10:00 a.m.

5. Title shall be transferred by Warranty 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".

\_\_\_\_\_  
 Seller

\_\_\_\_\_  
 Buyer

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: None
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:  

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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. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

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

16. Buyer agrees to take property subject to tenant leases in place at time of closing.

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Aubuchon Realty Company, Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser: Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser: Date

Revised: January 2019

© 2023 Paul McInnis LLC

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

## How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at [paulmcinnis.nextlot.com](http://paulmcinnis.nextlot.com). Finally, submit your bidder registration form with the required bidder deposit to the Auctioneer. The executed bidder registration form and deposit must be received by the Auctioneer no less than 24 hours prior to the Auction.

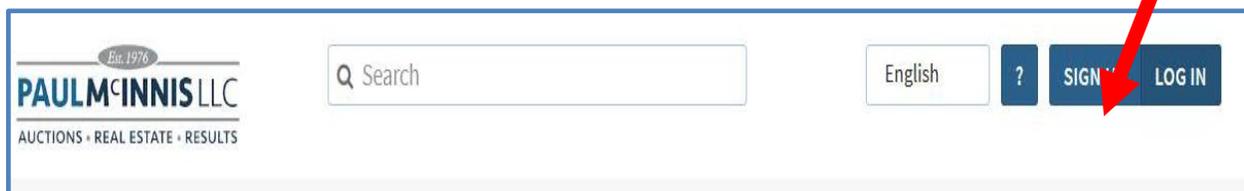
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically 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 increasing the total deposited to 10% of the Total Purchase Price at time of sale) 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. 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

**On-site bidders bring this completed form to auction site. Online bidders should email this completed form to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)**

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

**BIDDER REGISTRATION FORM • 23PM-05**  
**Date: Thursday, February 16<sup>th</sup> at 1:00 p.m.**  
**38 Glen Avenue, Berlin, New Hampshire**

<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 increasing the total of 10% of the Total Purchase Price at time of sale) with balance due at closing within 30 days of the auction. you hereby authorize the Auction Company to retain your \$10,000 bidder deposit as a NON-REFUNDABLE, NONCOMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

Terms: A \$10,000 deposit by certified check or E-check through Earnnest payable to Paul McInnis LLC Escrow or other funds acceptable to auctioneer will be required as a qualification to bid. Successful bidder to increase deposit to a total of 10% of the Total Purchase Price at time of sale with the balance due at closing within 30 days of the auction. A 10% Buyer's Premium will be added to the high bid price to become the Total Purchase Price. Subject to all Terms of Sale. Property is being sold with marketable title free and clear of all liens. Sale is subject to all terms of sale

*I hereby represent that I have reviewed the Property Information Package including the Mortgagee's Notice of Sale, Memorandum of Sale Agreement, and I agree to abide by any and all Terms.*

**PRINT BIDDER'S NAME:**

**SIGNATURE OF BIDDER:**

**DATE:**

**23PM-05 Reviewed by:**