

Property Information Package

# AUCTION

Hidden 13 Acre Estate with Coastal Cape Cod Shingle-  
Style Home, and Barn

*3R Birnum Woods Road  
Stratham, New Hampshire*

Online-Only Auction Ends: Wednesday, June 14<sup>th</sup> at 1:00 p.m.

This expansive property offers total solitude with the home and barn strategically placed in the center of the acreage to offer a tranquil and secluded setting. The only connection to the world is the eight-hundred-foot winding driveway, adorned with perfectly spaced maple trees. Once you reach the home site you will find a custom-built 3,703 sq.ft. Coastal Cape Cod, shingle-style home with cedar shakes, natural stone siding, architectural columns, and Pennsylvania maple flooring. In addition to the three-car garage, there is an enviable boat/RV/car barn with interior dimensions of 66'L x 27'W x 16'H.

**Property Viewing:** Tuesday, May 30<sup>th</sup> through Thursday, June 1<sup>st</sup>, and Monday, June 5<sup>th</sup> through Friday, June 9<sup>th</sup> by appointment only.

**Terms:** A \$25,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, June 15<sup>th</sup> at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Warranty Deed. Offered subject to confirmation of the Trustee.

Est. 1976

**PAUL McINNIS LLC**

AUCTIONS • REAL ESTATE • RESULTS



BID ONLINE







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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

3R Birnum Woods Road, Stratham, NH

BIDDING OPENS: **Wednesday, June 7<sup>th</sup> at 9:00 a.m.**

BIDDING ENDS: **Wednesday, June 14<sup>th</sup> at 1:00 p.m.**

### ITEMS TO COMPLETE –

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

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

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





**GENERAL TERMS & CONDITIONS**

AGENT OF THE 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 [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions). Finally, submit your executed Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

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

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, June 15<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

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

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

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

**ONLINE BIDDING:** The bidding will open on Wednesday, June 7<sup>th</sup> at 9:00 a.m. and the bidding will end on Wednesday, June 14<sup>th</sup> at 1:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid.

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

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

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



**PROPERTY CONDITIONS:** Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the 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, June 15<sup>th</sup> at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

**EARNEST MONEY DEPOSIT:** The successful bidder must tender a deposit in the amount of 10% of the Total Purchase Price which is due no later than Thursday, June 15<sup>th</sup> at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

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

**RESERVATION OF RIGHTS:** The 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.

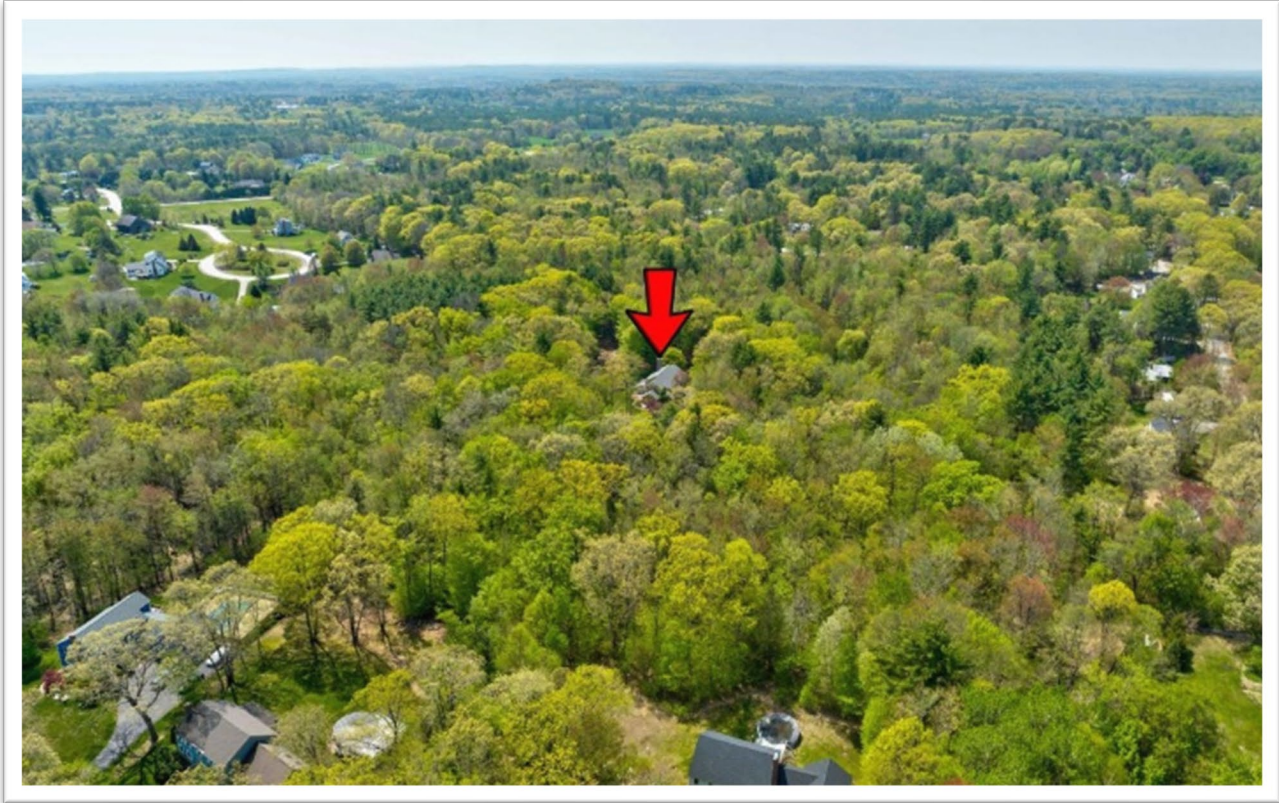
**BUYER BROKER PARTICIPATION INVITED:** Please contact the auction company ([admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must 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>	3R Birnum Woods Road, Stratham, NH
<b>TOWN REFERENCE</b>	Map 18, Lot 134
<b>ROCKINGHAM COUNTY DEED REFERENCE</b>	Warranty Deed, Book 2724, Page 950
<b>2022 ASSESSED VALUE</b>	\$959,100
<b>2022 TAX RATE</b>	\$18.71/\$1,000
<b>2022 EQUALIZATION RATIO</b>	81.9%
<b>2022 ANNUAL REAL ESTATE TAXES</b>	\$17,945
<b>UTILITIES</b>	Water: Private well Sewer: Private septic, 1000-gallon tank Electricity: 200 AMP mostly underground. 35kw standby Kohler generator
<b>ACREAGE</b>	13.01 Acres
<b>ROAD FRONTAGE</b>	64 Feet
<b>GARAGE</b>	Direct access 3-car attached, heated garage with auto open doors with keypad and remote entry.
<b>TYPE</b>	Coastal Cape Cod, Shingle Style home 3 Bedroom, 3 Bathroom
<b>YEAR BUILT</b>	1980
<b>LIVING AREA</b>	3,703 as measured, 3,359± sq.ft. per assessor's card (buyer to verify)
<b>FUEL</b>	Propane (3) 500-gallon underground tanks
<b>BASEMENT</b>	Full, 3' 6" tall crawlspace with poured concrete floor. Spray foam insulation above. Sump pump.
<b>HEAT</b>	Hydronic forced hot air, Buderus Logano GA 244 boiler. In floor radiant heat in solarium and primary bath.
<b>AIR CONDITIONING</b>	(2) York horizontal condensers & York air handler
<b>HOT WATER</b>	HTP Superstor Ultra indirect fired water heater off boiler
<b>WATER SOFTENER</b>	CSI Signature Series water softener
<b>IRRIGATION SYSTEM</b>	Yes
<b>SCHOOL SYSTEM</b>	SAU 16 – Stratham Memorial K-5, Cooperative Middle School 6-8, Exeter High School 9-12. <a href="#">Link to Stratham School List</a>





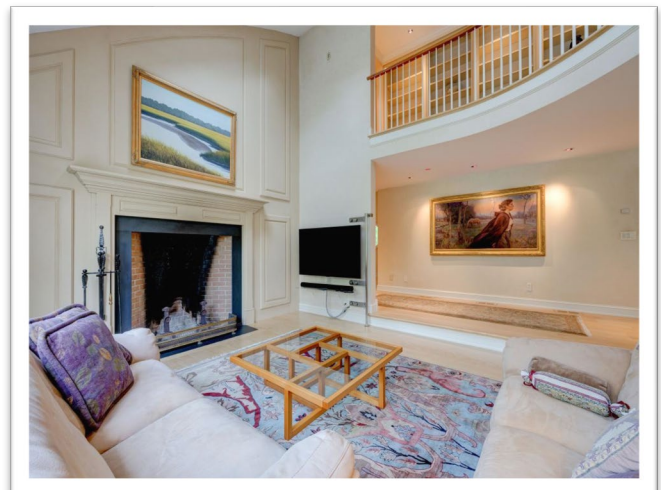
## Foyer 21' x 19'9"

Upon entrance to the home, you first step into a two-story, circular foyer featuring a winding staircase and a wall of glass blocks that draws in the natural light. The front door was custom-made of teak with an arched top that matches the aesthetics of the 2'9" diameter porthole window giving the home a nautical feel. From this point on, you will see that the home has been sponge painted to create a sun-dappled effect, there is crown molding nearly throughout, and extensive overhead lighting to light up the home at night with directional lighting to display your artwork effectively.



## Living Room 21' x 17'

The living area is sun filled with large windows, skylights, and vaulted ceilings. The large fireplace was built in the Rumford design, which is tall (4') and shallow to reflect more heat and carry away the smoke with less heat loss. Custom-built cabinets and hidden doors surround the fireplace on either side to hide the entertainment electronics. The flat-screen TV and sound bar have been creatively mounted to a glass backing with a swiveling arm to allow the TV to be pushed out of view when not in use. (TV to remain with home)



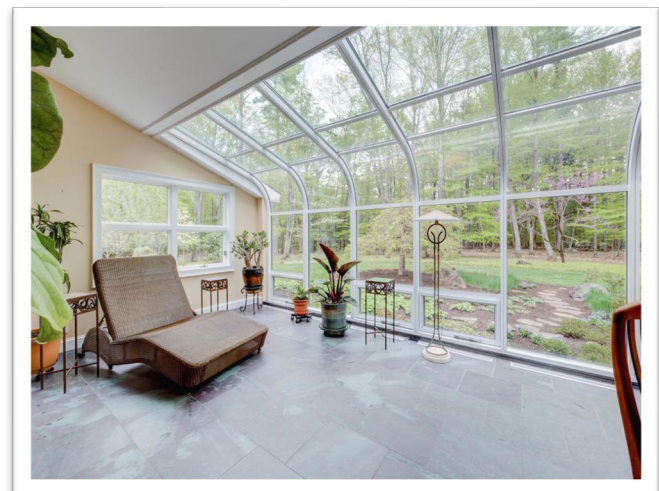
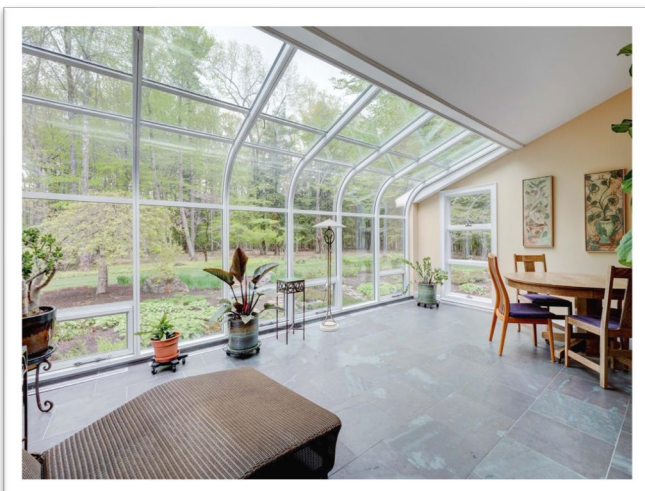
### **Kitchen & Dining Room 27' x 17'**

The kitchen is set roughly in the middle of the home and is visible from the entirety of the first-floor living space. The kitchen includes premium SieMatic white oak cabinets with a stainless toe kick and a central vac vac-pan. Some amenities include Sheldon slate countertops and wash basin, a cabinet-matching Sub-Zero refrigerator, and an exclusive La Cornue Chateau series handcrafted French range, one of the finest ranges money can buy. Above the range are an Abbaka handcrafted stainless-steel hood and a backsplash with pot filler. On either side of the wash basin are two Fisher & Paykel dish drawer dishwashers. The center island includes an elevated bar height counter with multiple outlets. There are two pantries measuring 23'8" x 8'; the first flows seamlessly off the kitchen into the hallway, which then turns into a separate prep-style pantry with a counter, cabinets, and cabinet-match Sub-Zero freezer. Past this room is a separate climate-controlled 216 bottle wine room measuring 5'6" x 8'7".



### **Solarium 20'6" x 13'7"**

This solarium is an integral part of the home and formal living space and is accessed by two sets of French doors, one off the kitchen and the other off the dining area. The doors can be left open year-round as the Sheldon slate floors in this room include radiant heat. The solarium offers direct access to the rear brick patio, perfect for grilling, and quick access back to the kitchen.





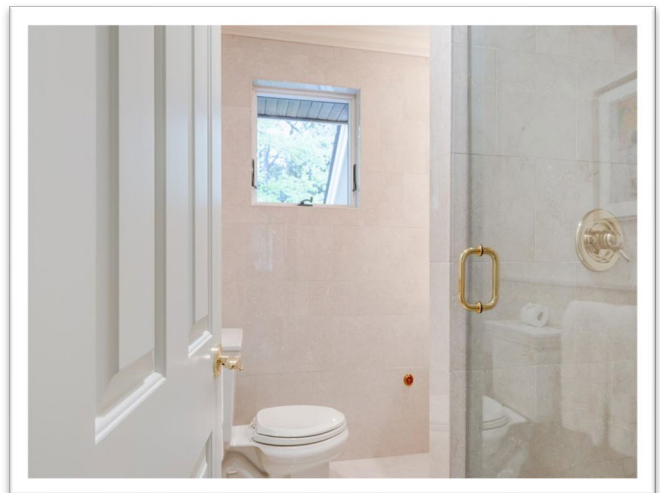
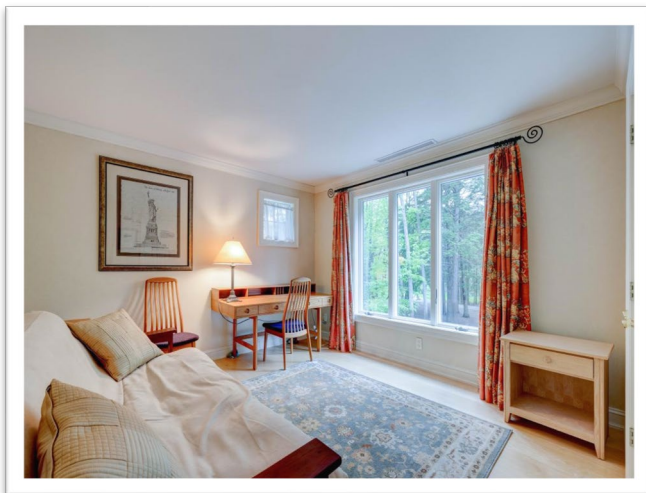
### **First Floor Bedroom Suite**

Located off the living area is the first-floor bedroom with a full bathroom. The bedroom measures 13' x 11'8" with a closet. The bath measures 6'9" x 6'3" and is nearly all marble tile from floor to ceiling. Quality fixtures include the Kohler toilet and wall-mounted console sink with brass legs. The all-tile shower consists of a heavy glass door with brass hardware.



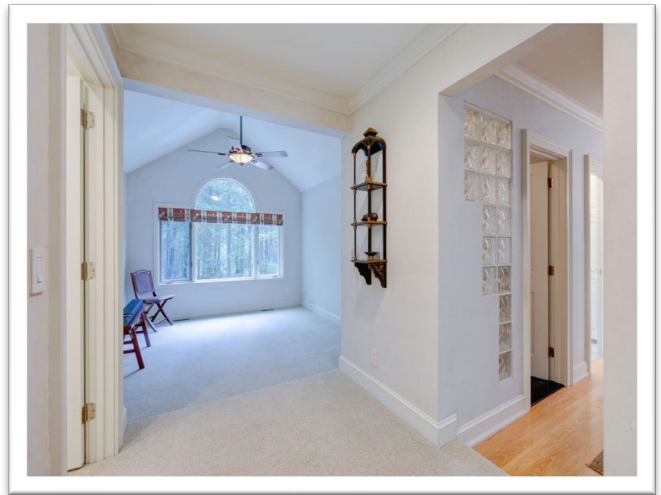
### **2<sup>nd</sup> Floor Bedroom Suite 13'5" x 11'8"**

This bedroom suite is located at the end of the catwalk past the built-in library shelving and open sitting area and is a near match to the first-floor bedroom and bath.



### Primary Bedroom Suite

The primary suite comprises several different areas making it a relaxing place to spend time. The main area measures 21'2" x 11" and looks over the back and side yard with corner windows. This room opens into a portico of sorts that accesses either the private sitting/TV/yoga room (10'10 x 11'5") overlooking the front of the property or the largest of two walk-in closets, which measures 17' x 10'. Going in the other direction leads to the vanity with dual sinks. The second walk-in closet (9'10" x 10'8") includes an Electrolux front load washer and dryer (staying with home) with a custom flood pan. On the opposite side is the private soaking room (12'6" x 7'10"). This room has radiant heat in the floors and a room-centered clawfoot tub. To finish off the suite is the marble tile, two-person walk-in shower with multiple bench seats, dual controls, and rain shower head (7'10" x 4').



### 3-Car Garage 33' x 22'

The garage is accessible by keypad or remote access coupled with the three, side mount Lift Master garage door openers. This area has been insulated and finished including the floor which has been coated with a broadcast finish to make this a clean space. The garage is heated and includes hot and cold-water hook ups along with a stainless-steel sink and wash table.



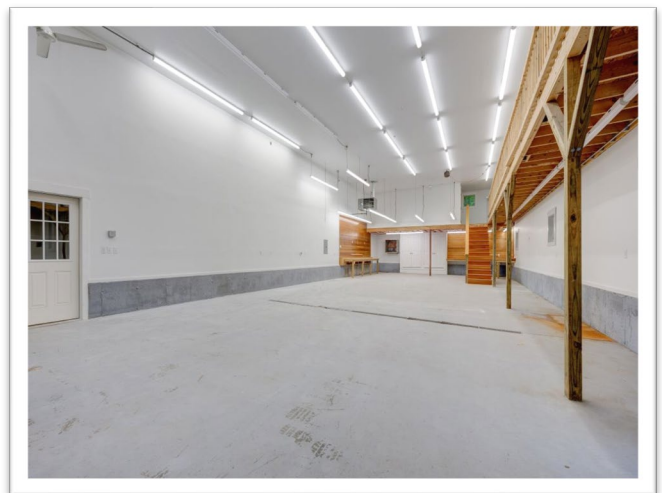


## The Barn

In addition to the three-car garage, there is an enviable boat/RV/car barn with interior dimensions of 66'L x 27'W x 16'H. The design is in keeping with the home, including the cedar shakes and natural stone siding. The structure was built to house a 60' sailboat meaning the automatic drive-in door opens to a staggering 14' tall by 15'5" wide. The drive-in door system comprises two stacked doors that can be opened independently of one another. This design was done in keeping with the carriage house style the owner sought. The barn is finished and heated and includes the following:

- A catwalk
- Ample overhead LED lighting
- An exhaust fan
- A floor drain
- Multiple built-in work benches with cedar plank backsplash.

There is a heated, first-floor office to the front that measures 14' x 15'10" and a second-floor office to the rear with vaulted ceiling, large windows, heat, and air conditioning which measures 18' x 7'8". Running along one side of the barn is a paved, covered outdoor storage area that measures 54' x 13'.



Parcel ID: 000018 000134 000000 (CARD 1 of 1)  
 Owner: SIDI REALTY TRUST  
 Location: 3R BIRNUM WOODS ROAD  
 Acres: 13.010

## General

### Valuation

**Building Value:** \$616,300  
**Features:** \$96,400  
**Taxable Land:** \$246,400

**Card Value:** \$959,100   
**Parcel Value:** \$959,100

[Review Property Taxes Online](#)

### Listing History

List Date Lister

04/24/2018 JJPM

01/13/2003 LTRL

06/04/2002 VMRM

05/07/1998 JRL

08/26/1994 GR

**Notes:** (OLD MAP 4 LOT 60 SUB B) 7/6/00 MAJOR RENOV; EXTERIOR-STONE (LAYERED) CUSTOM; INT EXCEL-VERY IMPRESSIVE; LONG WINDING DRIVEWAY; 2009 ADD BARN, CARPORT, SHOP & LT ATTACHED;; 2009 NEW ROOF, REPAIR WATER DAMAGE DRYWALL & INSULATE ATTIC W/FOAM; 2018 REPLACED A/C

## Sales

There Are No Sales For This Card

## Land

**Size:** 13.010 Ac.  
**Zone:** 01 - RA RES/AGRI  
**Neighborhood:** AVERAGE+10  
**Land Use:** 1F RES

**Site:**  
**Driveway:**  
**Road:**

**Taxable Value:** \$246,400

Land Type	Units	Base Rate	NC	Adj	Site	Road	Dway	Topo	Cond	Ad Valorem	SPI	R	Tax Value	Notes
1F RES	2.000 AC	180,000	F	110	100	100	100	100	100	198,000	0	N	198,000	ACCESS
1F RES	11.010 AC	5,000	X	88	0	0	0	100	100	48,400	0	N	48,400	





## 2.00 STORY FRAME CONTEMP Built In 1980

<b>Roof:</b> GABLE OR HIP ASPHALT	<b>Bedrooms:</b> 3 <b>Bathrooms:</b> 3.0 <b>Fixtures:</b> 0 <b>Extra Kitchens:</b> 0 <b>Fireplaces:</b> 0 <b>Generators:</b> 0 <b>AC:</b> YES 100%	<b>Quality:</b> EXC+60 <b>Size Adj.</b> 0.9149 <b>Base Rate:</b> 90.00 <b>Building Rate:</b> 1.9008  <b>Sq. Foot Cost:</b> 171.07 <b>Effective Area:</b> 3,959 <b>Gross Living Area:</b> 3,334  <b>Cost New:</b> \$677,266
<b>Exterior:</b> CLAPBOARD STN ON MASONRY		
<b>Interior:</b> DRYWALL		
<b>Flooring:</b> HARDWOOD CARPET		
<b>Heat:</b> GAS  FA DUCTED		

### Depreciation

Normal VERY GOOD 9%	Physical 0%	Functional 0%	Economic 0%	Temporary 0%	Total Dpr. 9%	Assessment \$616,300
---------------------------	----------------	------------------	----------------	-----------------	------------------	-------------------------

### Features

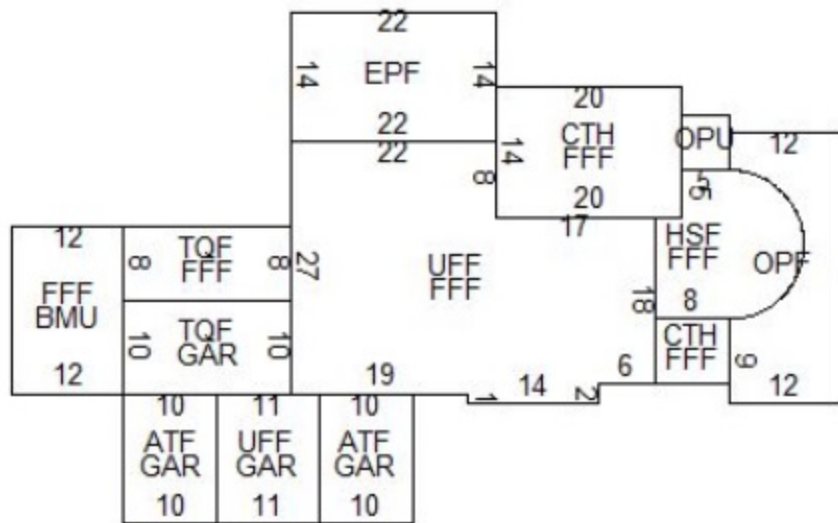
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Value	Notes
SHOP-GOOD	256	16 x 16	123	23.10	100	\$7,274	
CARPORT WOOD	864	16 x 54	79	13.00	100	\$8,873	
LEAN-TO	280	28 x 10	117	4.00	100	\$1,310	
PATIO	252	14 x 18	123	8.00	100	\$2,480	
GENERATOR	1		100	3500.00	100	\$3,500	
BARN-2STRY	1960	28 x 70	68	17.00	300	\$67,973	
FIREPLACE 1-CUST	1		100	5000.00	100	\$5,000	
<b>Total:</b>						<b>\$96,400</b>	

### Photo





# Sketch



Code	Description	Area	Eff Area	GL Area
OPF	OPEN PORCH FIN	247	62	0
FFF	FST FLR FIN	1,835	1,835	1,835
BMU	BSMNT UNFINISHED	216	32	0
TQF	3/4 STRY FIN	324	243	243
GAR	GARAGE ATTACHED	614	276	0
ATF	ATTIC FINISHED	280	70	70
UFF	UPPER FLR FIN	1,079	1,079	1,079
EPF	ENCLSD PORCH FIN	308	216	0
CTH	CATHEDRAL CEILING	336	34	0
HSF	1/2 STRY FIN	214	107	107
OPU	OPEN PORCH UNFIN	30	5	0
<b>Totals</b>			<b>3,959</b>	<b>3,334</b>

## Bill Information

Bill Number: 2022P02039902	Bill Amount: \$9,064.00
Description: Property Tax	Interest: \$0.00
Property ID: 18-134	Costs: \$0.00
Owner: SIDI REALTY TRUST	Total: \$9,064.00
Address: 3R BIRNUM WOODS ROAD	Payments: \$9,064.00
Bill Date: 12/21/2022	Balance Due: \$0.00
Due Date: 12/21/2022	

Last Paid: 12/12/2022

Paid By: 3

## Details

Description	Date	Tax Year	Period	Amount
Payment - Principal	12/12/2022	2022	2	(\$9,064.00)
Property Tax	12/21/2022	2022	2	\$9,064.00



## Bill Information

Bill Number: 2022P01039805  
Description: Property Tax  
Property ID: 18-134  
Owner: SIDI REALTY TRUST  
Address: 3R BIRNUM WOODS ROAD  
Bill Date: 7/1/2022  
Due Date: 7/1/2022

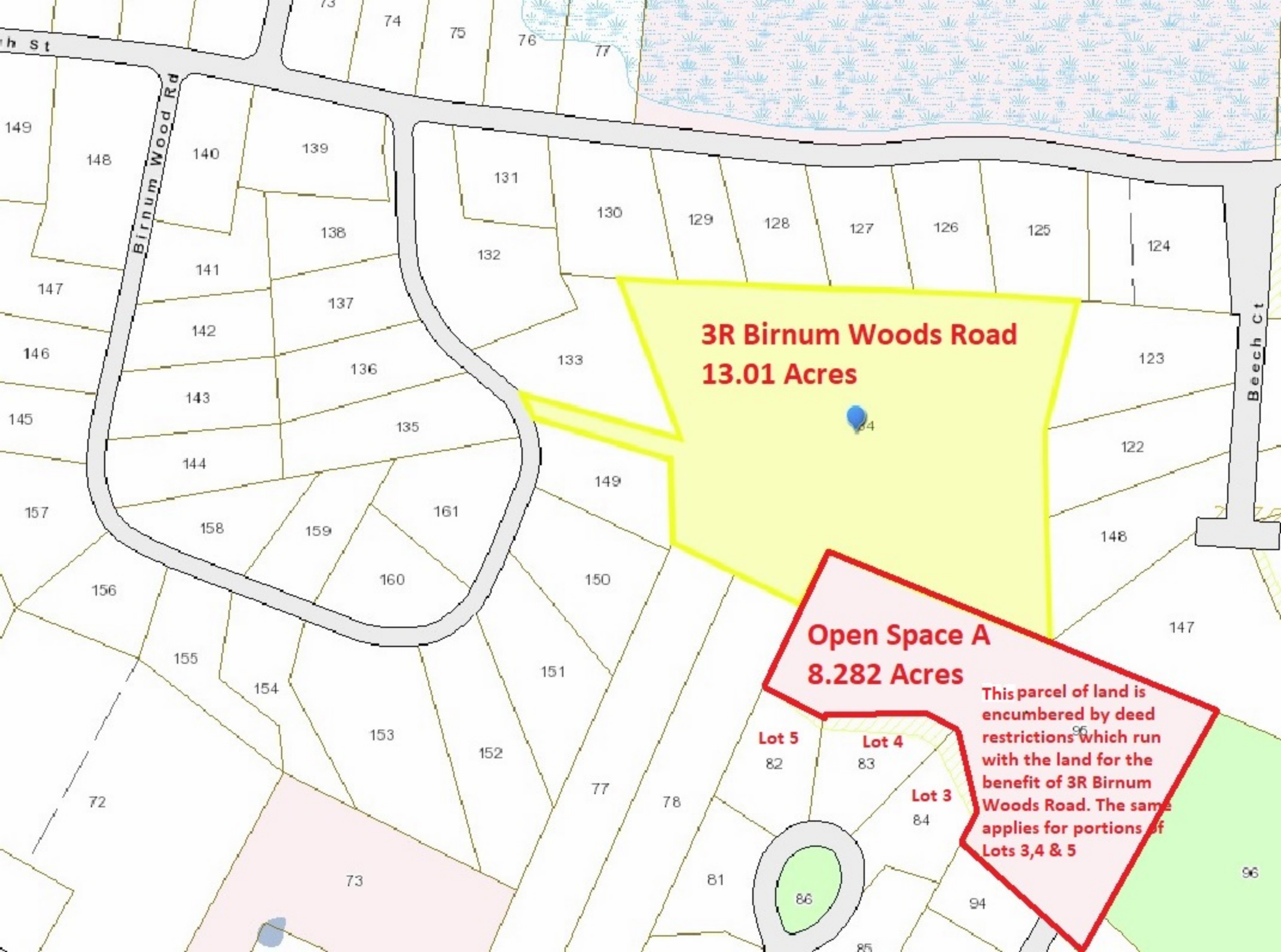
Bill Amount:	\$8,881.00
Interest:	\$0.00
Costs:	\$0.00
Total:	\$8,881.00
Payments:	\$8,881.00
Balance Due:	\$0.00

Last Paid: 6/13/2022

Paid By: 222

## Details

Description	Date	Tax Year	Period	Amount
Payment - Principal	6/13/2022	2022	1	(\$8,881.00)
Property Tax	7/1/2022	2022	1	\$8,881.00



**3R Birnum Woods Road  
13.01 Acres**

**Open Space A  
8.282 Acres**

This parcel of land is encumbered by deed restrictions which run with the land for the benefit of 3R Birnum Woods Road. The same applies for portions of Lots 3, 4 & 5

**Lot 5**

**Lot 4**

**Lot 3**

82

83

84

73

86

94

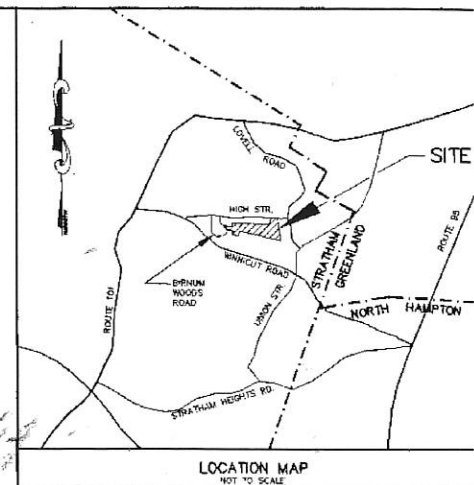
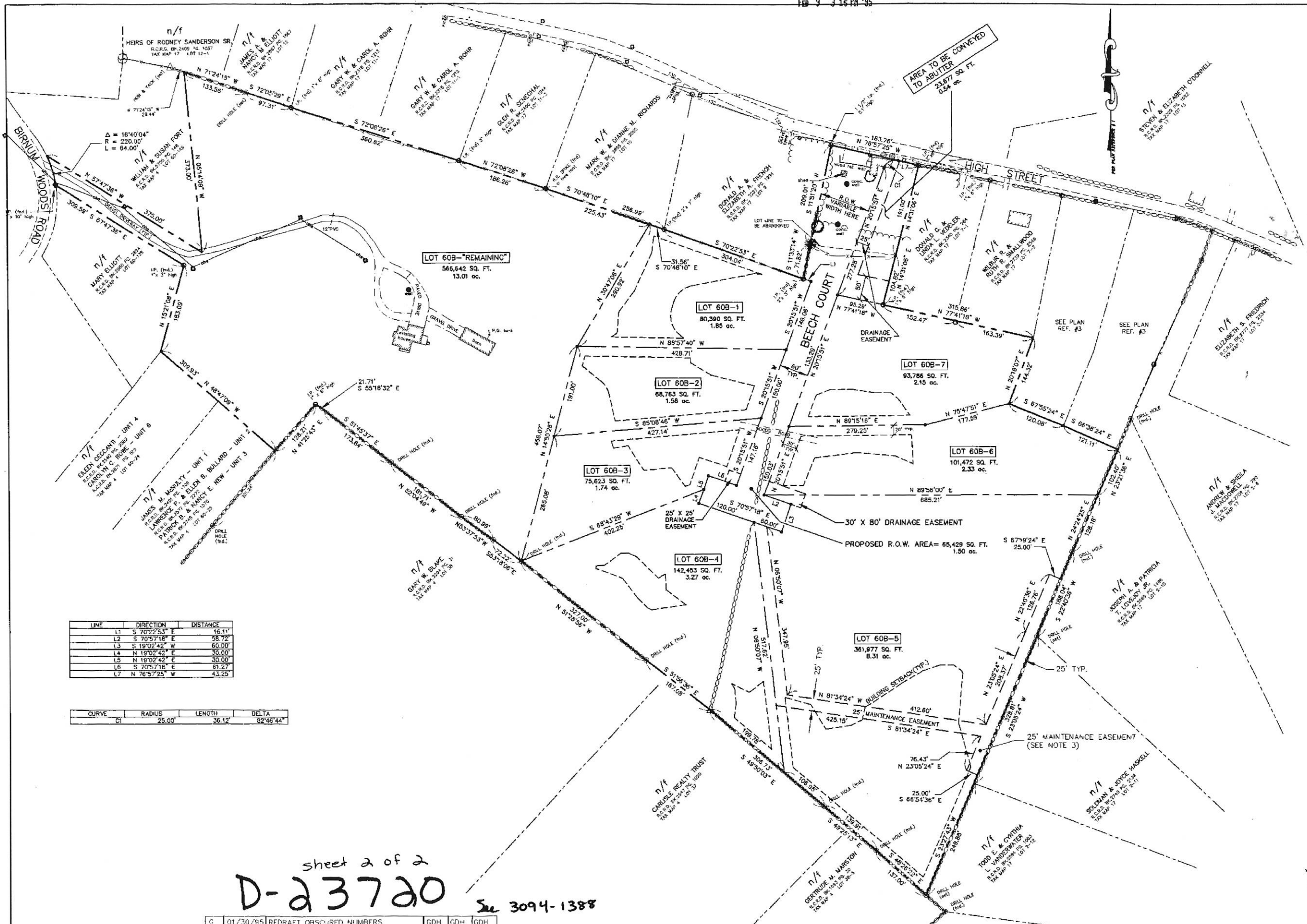
96



## **Restrictions Over Abutting Land to the Benefit of 3R Birnum Woods Road**

The owner of 3R Birnum Woods Road owns 13.01 acres while also having a restrictive easement control over an additional 8.282+ acres of abutting land which further increases the privacy of this property.

Sited along the southern border of the subject property is an 8.282 acre parcel of land known as Open Space A on recorded plan D-29683. Open Space A is part of the Winnicutt Farms Subdivision. Open Space A along with portions of Lots 3, 4 & 5 of the subdivision are a "Restricted Area." The restrictions include no cutting of trees or operation of motorized vehicles of any kind. These restrictions are explained in greater detail at Book 3793, Page 0051 recorded at the Rockingham County Registry of Deeds.



- PLAN REFERENCES:**
- 1.) "BOUNDARY PLAN OF LAND KNOWN AS LOT 60B/TAX MAP 17, LOCATED ON HIGH STREET & BIRCHUM WOODS ROAD IN STRATHAM, N.H., COUNTY OF ROCKINGHAM", SCALE 1" = 100', DATED NOV. 11, 1993, FOR: SIDI REALTY TRUST, ETALS BY KIMBALL CHASE CO., PROJ. # 93-5058
  - 2.) "LOT LINE REVISION PLAN OF LAND KNOWN AS LOT 60B/TAX MAP 4 AND LOT 7-3/TAX MAP 17 LOCATED ON HIGH STREET AND BIRCHUM WOODS ROAD IN STRATHAM, N.H., COUNTY OF ROCKINGHAM", SCALE 1" = 100', DATED: JUNE 1, 1994, FOR: SIDI REALTY TRUST, ETALS, BY: KIMBALL CHASE COMPANY, INC., K.C.C.I. PROJECT No. 93-5058.
  - 3.) "LAND OF SUNDAY RIVER BUILDERS, INC., HIGH STREET SUBDIVISION, STRATHAM, NH, SUBDIVISION PLAN." BY: KIMBALL CHASE COMPANY, INC. FOR: SUNDAY RIVER BUILDERS, INC., DATED: JUNE 1994, LAST REVISED: 6/22/94, SCALE: 1" = 40'. K.C.C.I. PROJECT No. 93-5058.02.

- SITE DATA**
1. TOTAL PARCEL AREA: 1,580,311 SQ. FT. = 36.28 ac.
  2. ZONING DISTRICT: RESIDENTIAL/AGRICULTURE
  3. BUILDING SETBACKS: FRONT - 30'  
SIDE - 20'  
REAR - 20'  
HYDRIC "B" SOIL - 50'  
HYDRIC "A" SOIL - 75'
  4. MINIMUM LOT SIZE: 1.0 ACRE
  5. MINIMUM ROADWAY FRONTAGE: 150 FT.
  6. SUBDIVIDED LOT USE: SINGLE FAMILY RESIDENTIAL
  7. WATER SUPPLY: INDIVIDUAL WELLS ON LOT
  8. SEWER: INDIVIDUAL SEPTIC DISPOSAL SYSTEM.
  8. EACH HOUSE LOT TO BE PROMINENTLY NUMBERED

- NOTES:**
1. ALL BOUNDARY INFORMATION IS TAKEN FROM THE ABOVE REFERENCED PLANS. FOR OTHER PLANS RELATIVE TO THE PERIMETER BOUNDARY OF THIS SUBDIVISION, SEE REFERENCE PLANS LISTED ON PLAN REFERENCE 1 ABOVE.
  2. CONCRETE BOUNDS OR DRILL HOLES IN STONE WALLS TO BE SET AT ALL LOT CORNERS, PROPERTY LINE ANGLE POINTS, RIGHT-OF-WAY POINTS OF CURVATURE AND POINTS OF TANGENCY.
  3. LOT 60B-5 IS SUBJECT TO A 25' MAINTENANCE EASEMENT IN FAVOR OF THE TOWN OF STRATHAM FOR THE PURPOSE OF MAINTAINING AND REPAIRING THE PROPOSED DETENTION BERM SHOWN HEREON. THIS EASEMENT ALSO INCLUDES ACCESS TO AND FROM THE PROPOSED BERM, AS DEEMED NECESSARY BY THE TOWN.

APPROVED BY:  
TOWN OF STRATHAM PLANNING BOARD  
*Joseph Tompkins* 2/1/95  
CHAIRPERSON DATE

GRAPHIC SCALE  
1 inch = 100 ft.

LINE	DIRECTION	DISTANCE
L1	S 70°22'53" E	16.11'
L2	S 70°57'18" E	58.72'
L3	S 19°02'42" W	60.00'
L4	N 19°02'42" E	30.00'
L5	N 19°02'42" E	30.00'
L6	S 70°57'18" E	61.27'
L7	N 76°57'25" W	43.25'

CURVE	RADIUS	LENGTH	DELTA
C1	25.00'	36.12'	62°46'44"

sheet 2 of 2  
**D-23720**

See 3094-1388

REV	DATE	STATUS	BY	CHKD	APPD
G	01/30/95	REDRAFT OBSCURED NUMBERS	GDH	GDH	GDH
F	11/1/94	AEI REVISIONS	AW	CTO	CTO
E	10/19/94	ADD BEECH COURT ROAD NAME	AW	CTO	CTO
D	10/6/94	ADD 15' DRAINAGE EASEMENT	PLA	CTO	CTO
C	10/4/94	ISSUED TO PLANNING BOARD	PLA	CTO	CTO
B	8/15/94	REVISE LOTS 60B-1 THRU 60B-4, 60B-7 AND 60B-8.	PLA	CTO	CTO
A	8/2/94	ISSUED TO PLANNING BOARD	PLA	CTO	CTO



DESIGNED BY: CTO  
DRAWN BY: PLA  
CHECKED BY: CTO  
APPROVED BY: BWK  
DATE: 8/2/94

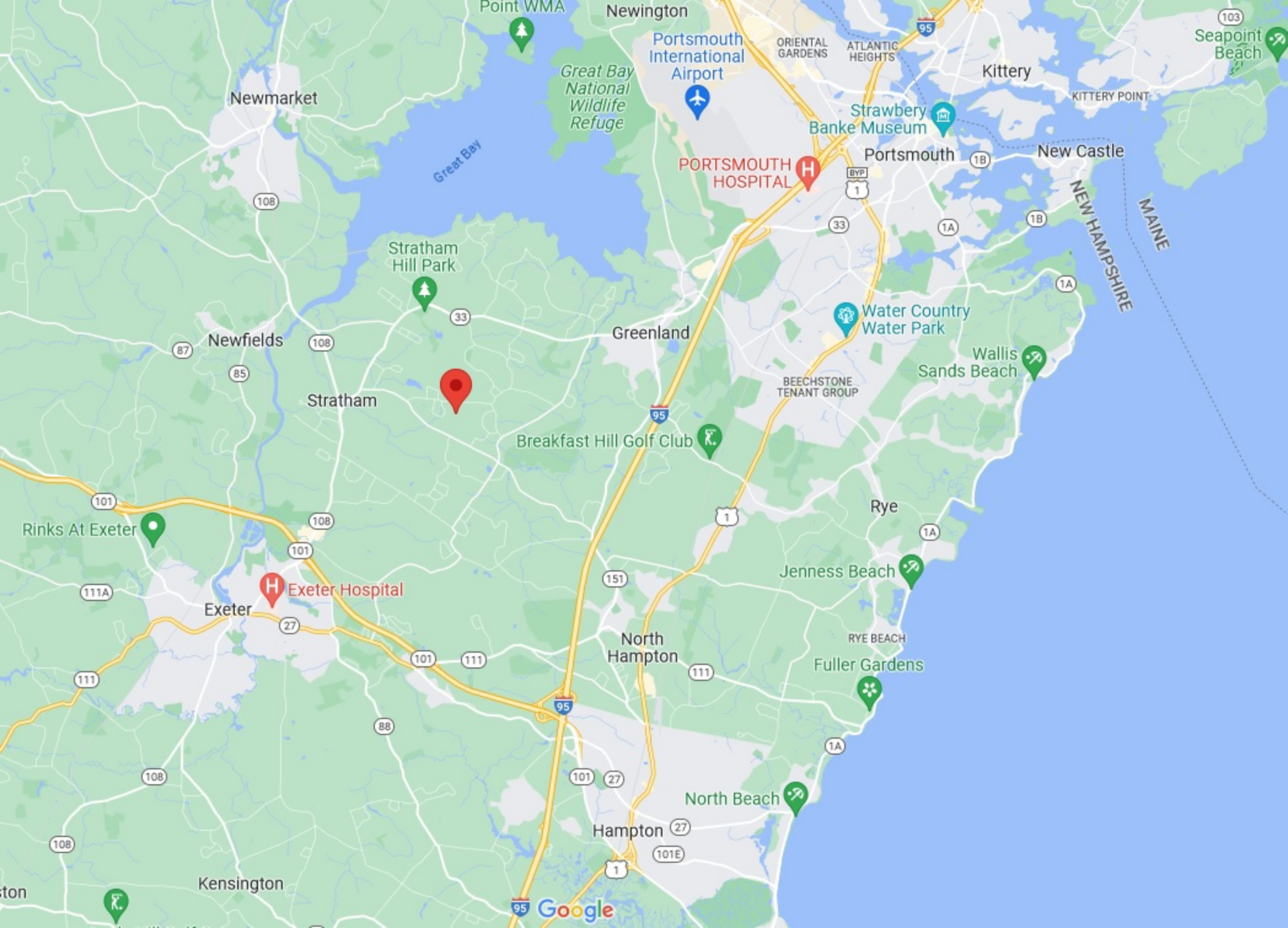


CLIENT  
SUNDAY RIVER BUILDERS  
P.O. BOX 619  
STRATHAM, N.H. 03885-0619

PROJECT  
HIGH STREET SUBDIVISION  
STRATHAM, N.H.  
TITLE  
SUBDIVISION PLAN

SCALE  
1" = 100'  
PROJECT NO.  
93-5058.02  
DRAWING NO.  
CONCEPT3  
SHT.  
2 of 8





Newmarket

Great Bay National Wildlife Refuge

Portsmouth International Airport

PORTSMOUTH HOSPITAL

Strawbery Banke Museum

Portsmouth

New Castle

Stratham Hill Park

Greenland

Water Country Water Park

Wallis Sands Beach

Newfields

Breakfast Hill Golf Club

Rye

Rinks At Exeter

Stratham

Exeter Hospital

Jenness Beach

Exeter

North Hampton

Fuller Gardens

111A

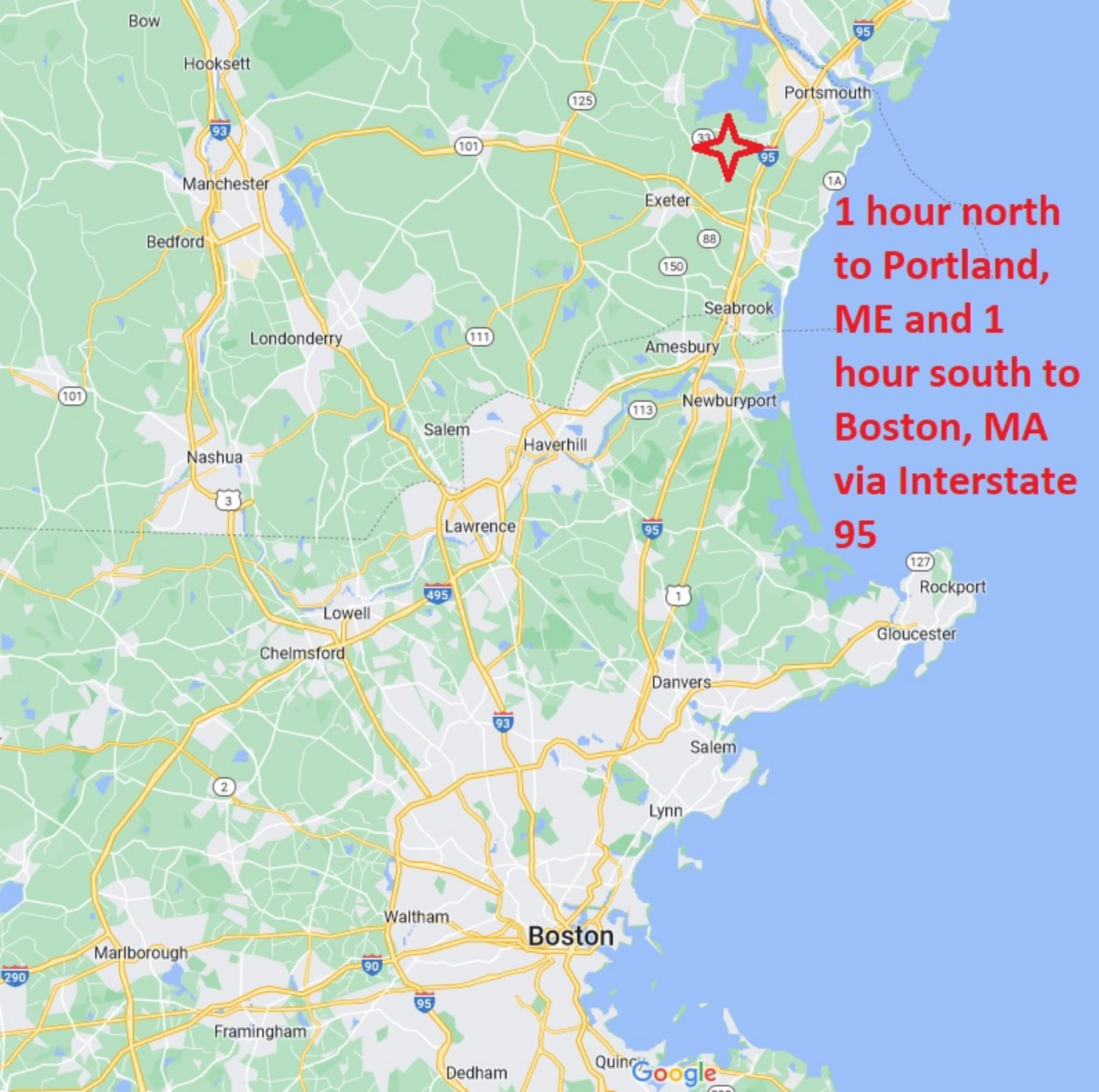
Google

Kensington

Hampton

North Beach





**1 hour north  
to Portland,  
ME and 1  
hour south to  
Boston, MA  
via Interstate  
95**

# THE GOLF CLUB OF NEW ENGLAND

Though there are many golf courses in the area both public and private, the crown jewel of this area is The Golf Club of New England. This private club with reportedly, very limited membership availability, is located just 3 miles from 3R Birnum Woods Road in Stratham at 167 Winnicutt Road in Stratham, NH.

“The Gold Club of New England is an Arnold Palmer designed course situated on 450 acres of beautiful farmland. Where nature is embraced, not conquered, you will find old stone walls, fiels lined with giant oak tree and tranquil flowing streams.”

[Link to Website](#)

## THE GOLF CLUB OF NEW ENGLAND

[Home](#)   [Visitor Info](#)   [The Course](#)   [Member Login](#)



The Golf Club of New England is an Arnold Palmer designed course situated on 450 acres of beautiful farm land. Where nature is embraced, not conquered, you will find old stone walls, fields lined with giant oak trees and tranquil flowing streams.

**+52°** +55°  
**F** +43°  
Stratham  
Tuesday, 07  
[See 7 Day Forecast >>>](#)

“I’m proud to be part of *The Golf Club of New England*, which so clearly embodies my philosophy of course design. Golfers will experience the challenges of a championship course in a part of New Hampshire that is unmatched in its natural splendor.”

..... Arnold Palmer





**Report of Analysis**

<b>Customer:</b>	<b>Pump Systems, Inc.</b>	<b>Date Collected:</b>	<b>05/05/2023 09:00 AM</b>
<b>Client Sample ID:</b>	<b>Pump Systems - Jon Benham</b>	<b>Collected By :</b>	<b>J. Benham</b>
<b>Laboratory ID:</b>	<b>123050581.01</b>	<b>Date Received :</b>	<b>05/05/2023 10:30 AM</b>
<b>Sample Matrix :</b>	<b>Drilled Well Water</b>	<b>Temperature Rec'd °C:</b>	<b>#15.5</b>
<b>Sample Location:</b>	<b>Birnum Woods Road, Stratham, NH (Treated - Softener)</b>		

Parameters	Results	Acceptable Level	Units	Date Analyzed	Test Method	Test Type	Test Remarks
Total Coliform Bacteria	Absent	Absent	/100mL	05/05/2023 13:20	SM 9223B	Primary	Within Standard
E. coli Bacteria	Absent	Absent	/100mL	05/05/2023 13:20	SM 9223B	Primary	Within Standard
Nitrate-N	<1.0	10	mg/L	05/05/2023 15:40	SM 4500 NO3 D	Primary	Within Standard
Chloride	48	250	mg/L	05/08/2023 10:30	SM 4500Cl-B	Secondary	Within Standard
pH	7.46	6.5-8.5	SU	05/05/2023 14:11	SM 4500H B	Secondary	Within Standard
Iron	<0.030	0.300	mg/L	05/06/2023 00:01	EPA 200.8	Secondary	Within Standard
Manganese	<0.010	0.050	mg/L	05/06/2023 00:01	EPA 200.8	Secondary	Within Standard
Sodium	128	N/A	mg/L	05/09/2023 20:14	EPA 200.8	N/A	No EPA Limit
Total Hardness	<4	N/A	mg/L	05/06/2023 00:01	SM 2340B	N/A	No EPA Limit

Test Types: EPA Primary: Regulated by the EPA as a health related parameter  
 EPA Secondary: Aesthetic parameter - not regarded as a health concern

Respectfully Submitted



**Kimberly Wright, Quality Assurance Manager**

Notes: mg/L=ppm; ug/L=ppb; ng/L=ppt, "<" denotes "less than". This report of analysis may not be modified in any way, or reproduced except in full, without written approval from Nelson Analytical, LLC. Results reported above relate only to samples as submitted, unless specifically noted otherwise. Nelson Analytical, LLC is currently accredited by the New Hampshire Environmental Lab Accreditation Program, the Vermont Laboratory Accreditation Program, the Massachusetts Laboratory Certification Program, and the Maine Laboratory Accreditation Program. For a list of current accredited tests, please visit the websites listed below. Sampling performed by the lab is according to the lab document "Water Sampling Instructions". EPA standards list pH & Chlorine as field parameters which should be tested immediately upon sample collection. Samples tested for pH after submission are beyond the hold time. Samples will be analyzed as quickly as laboratory operations allow. Metals samples may be analyzed the same day they are received. #-Sample(s) received at laboratory do not meet method specified temperature criteria.



Solid samples are reported on a dry weight basis unless noted otherwise.  
 Subcontract Laboratories: SUB2: Nelson Analytical Maine NH2018 SUB 7: Nelson Analytical EAI Div. NH1007, SUB3: 2062 SUB4:2073/2239, SUB5:NH2530, SUB8:NH2136,  
<https://www4.des.state.nh.us/OneStopPub/WSEB/acclab/1005.pdf>  
[http://healthvermont.gov/enviro/ph\\_lab/PublicHealthLaboratory.aspx](http://healthvermont.gov/enviro/ph_lab/PublicHealthLaboratory.aspx)  
<https://www.maine.gov/dhhs/mecdc/environmental-health/dwp/professionals/labCert.shtml>  
<https://www.mass.gov/certified-laboratories>

**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:** SIDI Realty Trust
2. **PROPERTY LOCATION:** 3R Birnum Woods Road, Stratham, NH 03885
3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?**  Yes  No
4. **SELLER:**  has  has not occupied the property for 40 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:** 2  
 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 20 YRS AGO  
 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?

HIGH IRON

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 1600 Gal.  Unknown  Other: \_\_\_\_\_  
 Tank Type  Concrete  Metal  Unknown  Other: \_\_\_\_\_  
 Location: BACK PATIO Location Unknown  Date of Installation: 1982  
 Date of Last Servicing: 5/2023 Name of Company Servicing Tank: EPPING & EXETER SEPTIC  
 Have you experienced any malfunctions?  Yes  No  
 Comments: \_\_\_\_\_

SELLER(S) INITIALS MS /

BUYER(S) INITIALS  /

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**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 3R Birnum Woods Road, Stratham, NH 03885

d. LEACH FIELD:  Yes  No  Other: \_\_\_\_\_  
 IF YES, Location: \_\_\_\_\_ Size: \_\_\_\_\_ Unknown:   
 Date of installation of leach field: 1982 Installed By: \_\_\_\_\_  
 Have you experienced any malfunctions?  Yes  No  
 Comments: \_\_\_\_\_

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

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

7. INSULATION	LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
	Attic or Cap	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CORE CELL FOAM	5"	<input type="checkbox"/>
	Crawl Space	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	"	5"	<input type="checkbox"/>
	Exterior Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FIBER GLASS		<input type="checkbox"/>
	Floors - <u>BASEMENT</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CORE CELL FOAM	5"	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>

**8. HAZARDOUS MATERIAL**

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

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)? PROPANE  
 Age of tank(s): \_\_\_\_\_ Size of tank(s): 500 GAL  
 Location: BACK OF BARN, BY GENERATOR, BETWEEN BARN + HOUSE  
 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 MS /

BUYER(S) INITIALS  /



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TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 3R Birnum Woods Road, Stratham, NH 03885

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: Possible driveway encroachment on property w/ Fort  
What is your source of information? See Plan # D-23720. See also items on Deed form attached to PSA

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? RESIDENTIAL

i. Street (check one):  Public  Private  Association

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

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

j. Heating System Age: \_\_\_\_\_ Type: HYDRONIC FORCED HOT AIR Fuel: PROPANE Tank Location: \_\_\_\_\_

Owner of Tank: EASTERN PROPANE

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

Date system was last serviced and by whom? MAY 2023 - PROHVAC (DOVER, NH)

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

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

SELLER(S) INITIALS MS /

BUYER(S) INITIALS  /

PROPERTY DISCLOSURE - RESIDENTIAL ONLY  
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TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 3R Birnum Woods Road, Stratham, NH 03885

- k. Roof Age: 10 Type of Roof Covering: ASPHALT SHINGLE  
Moisture or leakage: \_\_\_\_\_  
Comments: \_\_\_\_\_
- l. Foundation/Basement:  Full  Partial  Other: \_\_\_\_\_ Type: \_\_\_\_\_  
Moisture or leakage: \_\_\_\_\_  
Comments: \_\_\_\_\_
- m. Chimney(s) How Many? 1 Lined? YES Last Cleaned: \_\_\_\_\_ Problems? NO  
Comments: \_\_\_\_\_
- n. Plumbing Type: COPPER SUPPLY / PVC WASTE Age: \_\_\_\_\_  
Comments: \_\_\_\_\_
- o. Domestic Hot Water: Age: \_\_\_\_\_ Type: \_\_\_\_\_ Gallons: \_\_\_\_\_
- p. Electrical System: # of Amps 200 Circuit Breakers  Fuses   
Comments: \_\_\_\_\_  
Solar Panels:  Leased  Owned If leased, explain terms of agreement: \_\_\_\_\_  
Comments: \_\_\_\_\_
- q. Modifications: Are you aware of any modifications or repairs made without the necessary permits?  Yes  No  
If Yes, please explain: \_\_\_\_\_
- r. Pest Infestation: Are you aware of any past or present pest infestations?  Yes  No Type: \_\_\_\_\_  
Comments: \_\_\_\_\_
- s. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g)  Yes  No If YES, please explain: \_\_\_\_\_
- t. Air Conditioning: Type: \_\_\_\_\_ Age: \_\_\_\_\_ Date Last Serviced and by whom: 5/2023 - PROHVAC (OWNER)  
Comments: \_\_\_\_\_
- u. Pool: Age: N/A Heated:  Yes  No Type: \_\_\_\_\_ Last Date of Service: \_\_\_\_\_  
By Whom: \_\_\_\_\_
- v. Generator: Portable: Yes  No  Whole House: Yes  No  Kw/Size: 35 Last Date of Service: 12/2022  
If Portable:  Included  Negotiable  
Comments: \_\_\_\_\_
- w. Internet: Type Currently Used at Property: \_\_\_\_\_
- x. Other (e.g. Alarm System, Irrigation System, etc.) IRRIGATION - RAINSCAPE (GREENLAND, NH)  
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 MS /

BUYER(S) INITIALS  /

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 3R Birnum Woods Road, Stratham, NH 03885

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?  
 Yes  No

b. ADDITIONAL COMMENTS:


Seller is willing to sand and clearcoat the existing wood floors prior to closing, at the buyer's request.

MS

ACKNOWLEDGEMENTS

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

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

  
SELLER DATE 4/28/2023

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

MS



Record and return to:

Transfer Tax: \$\_\_\_\_\_

**WARRANTY DEED  
With Certification of Trust**

FOR VALUE RECEIVED, **Mark Stevens, Trustee of SIDI Realty Trust**, with an address at 142 Portsmouth Avenue, Stratham, New Hampshire 03885 (“Grantor”) for consideration paid, grants to

\_\_\_\_\_, with  
Warranty Covenants, the following:

The land and buildings known as 3R Birnum Woods Road, Stratham, Rockingham County, New Hampshire, shown as “Lot 60B-Remaining” on a plan of land entitled, “High Street Subdivision, Stratham, N.H., Lot Consolidation & Subdivision Plan ” dated August 2, 1994, as revised, prepared by Kimball Chase Engineers, Surveying, Land Planning and Design, recorded in the Rockingham County Registry of Deeds as **Plan #D-23720** and shown on the Town of Stratham Tax Map as Map 18, Lot 134, containing approximately 13.01 acres.

Subject to all matters of record, including the following:

1. Declaration of Protective Covenants, Winnicut Farms Subdivision, Stratham, New Hampshire recorded in the Rockingham County Registry of Deeds at **Book 3793, Page 36.**
2. Declaration of Restrictions, Re: Winnicut Farms Subdivision, for the Benefit of SIDI Realty Trust recorded in the Rockingham County Registry of Deeds at **Book 3793, Page 51.**
3. Easement Deed conveyed to Until Energy Systems, Inc. and Verizon New England, Inc., dated October 31, 2007, and recorded in the Rockingham County Registry of Deeds at **Book 4865, Page 986.**
4. All matters shown on plans recorded in the Rockingham County Registry of Deeds as Plan Nos. **D-8119, C-9438, D-22699, D-22997, D-29683 and D-23720.**

Meaning and intending to describe and convey a portion of the premises conveyed to Grantor by Warranty Deed of Glenfiddich Realty, Inc. dated January 20, 1988, and recorded in the Rockingham County Registry of Deeds at **Book 2724, Page 950**.

**The undersigned hereby certifies that the following statements are true and correct:**

1. That as of the date of this Deed, I am the sole Trustee of SIDI Realty Trust (hereinafter, the "Trust") created on January 18, 1988 and recorded in the Rockingham County Registry of Deeds at **Book 2723, Page 2842**.
2. The trust agreement authorizes the Trustee to, among other things, acquire, sell, convey, encumber, pledge, lease, borrow, manage, and otherwise deal with the trust property, whether real or personal and whether tangible or intangible.
3. The trust agreement grants to the Trustees all power and authority given to trustees generally under the New Hampshire Uniform Trustees' Powers Act, Chapter 564-A of the New Hampshire Revised Statutes Annotated, and New Hampshire common and statutory law.
4. That the Trust is valid under New Hampshire law and is in full force and effect.
5. Pursuant to New Hampshire RSA 564-B:10-1012, a person (other than a beneficiary) who in good faith deals with a trustee is not required to inquire into the extent of the trustee's powers or the propriety of their exercise; and a person who in good faith delivers assets to a trustee need not ensure their proper application.
6. Pursuant to New Hampshire RSA 564-B:10-1013, a person who acts in reliance upon this Certification of Trust without knowledge that the representations contained in it are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in this Certification of Trust.
7. Neither the Trust Agreement nor the Trust has been revoked, modified, or amended in any manner that would cause the foregoing representations to be incorrect.

*[Signature page follows]*

Dated as of this \_\_\_ day of \_\_\_\_\_, 2023.

**SIDI Realty Trust**

By: \_\_\_\_\_  
Mark Stevens, Trustee

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this, the \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Mark Stevens, known to me or satisfactorily proven, to be the person described in the foregoing instrument, and acknowledged that he is the Trustee of SIDI Realty Trust, and that he, in said capacity, executed the same for the purposes therein contained on behalf of the Trust.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
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): SIDI Realty Trust Street: P.O. Box 432 City/State/Zip: Stratham, NH 03885 Telephone #: _____	Buyer(s): _____ Street: _____ City/State/Zip: _____ Telephone #: _____
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2. Property:  Land  Land & Buildings  Condo  Other: \_\_\_\_\_  
 Street Address: 3R Birnum Woods Road City/Town: Stratham  
 County: Rockingham State: New Hampshire  
 Also known as Tax Map 18, Lot 134, with deed recorded at the Rockingham County Registry of Deeds at Book 2724, Page 950.

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 June 15<sup>th</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 July 28<sup>th</sup>, 2023 at a time and place to be agreed upon in writing by the parties. If no other time and place is agreed upon, title shall be transferred at the Rockingham County Registry of Deeds in Brentwood, New Hampshire on July 28<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. Deed shall be in substantially the form attached hereto as **Exhibit A**.

\_\_\_\_\_  
 Seller

\_\_\_\_\_  
 Buyer

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 its 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 "**WHERE IS**", with all faults and with no representations or warranties made by Seller, whether express or implied, except as set forth in the actual deed of conveyance. Buyer has not relied on any statement or representation, written or verbal, by Seller, or Seller's agents or representatives, including, without limitation, Paul McInnis LLC or any of its employees or auctioneers. Buyer 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 as **Exhibit B**.
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.
12. Personal property included: Any residual personal property remaining at the time of closing shall be deemed abandoned by Seller and may be disposed of by Buyer at Buyer's sole cost and expense.
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 its 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:  
\_\_\_\_\_, who has acted as Buyer's broker or agent.
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

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

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





## How to Bid Online

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

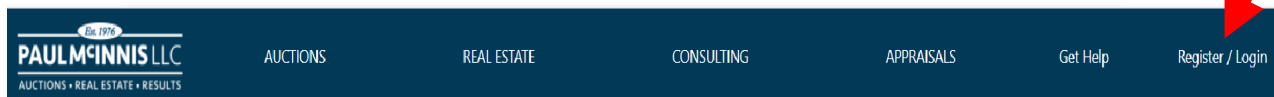
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically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

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, June 15<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

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

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

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



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





AUCTIONS ▪ REAL ESTATE ▪ RESULTS

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

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

**ONLINE BIDDER REGISTRATION FORM • 23PM-12**  
BIDDING STARTS: Wednesday, June 7<sup>th</sup> at 9:00 a.m.  
BIDDING ENDS: Wednesday, June 14<sup>th</sup> at 1:00 p.m.  
PROPERTY: 3R Birnum Woods Road, Stratham, NH

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

**Registration:** At the time of registration, you will be required to deliver your refundable bidder deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, June 15<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

**Terms:** A \$25,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, June 15<sup>th</sup> at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Warranty 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-12 Reviewed by:

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