

AUCTION



Development Potential Home and Barns on 6.12 Acres Dover, New Hampshire

Online-only Bidding Ends: Wednesday, November 29th at 1:00 p.m.

200 Sixth Street is a 6.12+/- acre parcel of land in the Innovative Technology District zone with 490+/- feet of frontage on Sixth Street. The home was built in 1870 with an attached post and beam barn and a detached dog kennel. The structures are in very poor and unsafe condition.

Map E, Block 70, No. A-0

Inspection: No Trespassing. Access to property for fully registered bidders on November 21st by appointment only.

Terms: A \$10,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, November 30th at 1:00 p.m. 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. Property is being sold in "as-is" condition free and clear of all liens by Warranty Deed. Offered subject to confirmation of the Seller.

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.

SUGGESTED DUE DILIGENCE CHECKLIST

For Online Bidders

200 Sixth Street, Dover, NH

BIDDING OPENS: **Monday, November 27th at 9:00 a.m.**

BIDDING ENDS: **Wednesday, November 29th at 1:00 p.m.**

ITEMS TO COMPLETE –

- Review the General Terms & Conditions for Online Bidders
- Review the Property Information Package
- Review the Purchase & Sale Agreement
- Sign up to bid online at 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 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



GENERAL TERMS & CONDITIONS

AGENT OF THE SELLER: Paul McInnis LLC is acting solely as an Agent of the Seller.

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. 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 or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, November 30th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. 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 Monday, November 27th at 9:00 a.m. and the bidding will end on Wednesday, November 29th 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. Any activity from bidders will extend the bid. Events such as increasing your maximum bid even without placing a bid will trigger this event.

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 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.

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 Seller. 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 seller 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, October 5th 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, November 30th at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

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

RESERVATION OF RIGHTS: The Seller in her 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 Seller. Seller 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) 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



EXECUTIVE SUMMARY

ADDRESS	200 Sixth Street, Dover, NH
TOWN REFERENCE	Map E, Block 70, No. A-0
STRAFFORD COUNTY DEED REFERENCE	Fiduciary Deed Book 4374, Page 266
ASSESSED VALUE	\$627,000
2022 TAX RATE	\$19.84/\$1,000
2022 TAXES	\$12,440
UTILITIES	Water: Private Note: Public water, sewer and natural gas Sewer: Private located near intersection of Glenwood Avenue and Sixth Street roughly 1,000' away.
ACREAGE	6.12
ROAD FRONTAGE	490 ft.

TYPE	Single family with post and beam barn
YEAR BUILT	1870
LIVING AREA	3,318
AUCTIONEER'S NOTE	This is the first time this property has been available for public sale as it has been in the same family for four generations.

Property Conditions: Except as expressly set forth in the Real Estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied. The seller, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the land and improvements thereon. Offerors are required to undertake their own independent physical inspection of the property and thorough review of all documents prior to submitting their offers based solely on their own independent investigations and findings and not in reliance on any information provided by the seller, Paul McInnis LLC or their agents.

Property Location:

Residential Property Record Card - Dover, New Hampshire

200 Sixth St

Parcel ID: E0070-A00000

Map Block No. E-70-A-0

Class: R

Use: 101 **Card 1 of 1**

Current Owner
Niles Cheryl Bucklin 200 Sixth Street Dover Nh 03820

Previous Owner History			
Name	Deed	Date	
Niles Cheryl Bucklin	C319YR15/ET29	02/01/2016	
Niles George Jr Heirs Of	/#94-0571	09/12/1995	
Niles George Sr & George Jr	01372/0778		

Miscellaneous	
Deed Info:	4374/266-04/20/2016
Zoning:	IT
Neighborhood:	403
Living Units:	1
Street/Road:	Public
Estimates	
MRA:	
Weighted:	
Market:	

Assessment Information		
Assessed Value:	*	Prior
Land:	252,000	171,500
Building:	375,000	338,800
Total:	627,000	510,300
Assessed Information:		
Value:	627,000	
Effective DOV: 4/1/2023		
Value Flag: COST VALUE		

Notes
Eco= Close To Road

Entrance Information					
Date	Time	ID	Actv	Entrance Code	Source
12/17/1991		LS		Entry Gained	
05/19/2006		P	TC	Info At Door	Owner
09/22/2014		R	BL	Est-See Note	

Sales History				
Book/Page	Date	Price	Type	Validity
4374/266	04/19/2016		2	81
C319YR15-ET291	02/01/2016		2	81

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
07/19/2005	5-317	12,000	Add To Barn	100 0

Land Information					
Type	Size	Grade	Influence Factor 1, 2 and %	Value	
Primary	A	1 0	Economic	-5	171,000
Residual	A	5.12 0		0	81,040
Total Acres for this Parcel		6.12	Total Land Value		252,000

Out Building Information								
Type	Qty	Year	Size1	Size2	Grade	Cond	%Good	Value
1 Stry Barn	1	1900	56	30	C	F	20%	14,380
Shed-Frame	1	1977	24	13	C	F	15%	1,560
1 Stry Barn	1	1982	32	26	C	A	37%	15,360
Shed-Frame	1	1988	22	24	C	A	20%	3,520
Shed-Electr Or Bunkhse	1	2006	16	44	C	A	40%	11,120
Garage-Wd/Cb	1	1916	20	12	C	F	30%	5,160
	0	0	0	0			0%	0
								0
								0
Total OBY for this card								51,100



Inspection witness by: _____

Property Location:

200 Sixth St

Residential Property Record Card - Dover, New Hampshire

Parcel ID: E0070-A00000

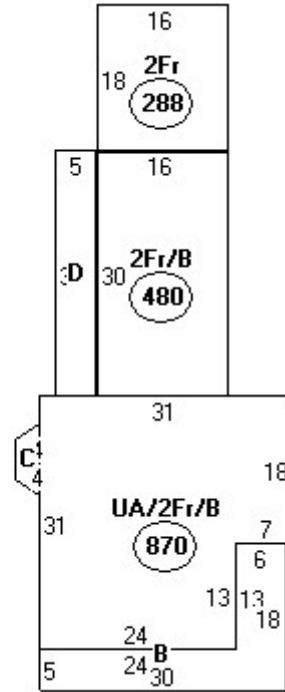
Map Block No. E-70-A-0

Class: R **Use:**

101 **Card 1 of 1**

Dwelling Information																															
Style:	Old Style																														
Condo Style:																															
Exterior Walls:	Frame																														
Story Height:	2.0																														
Attic:	Unfin																														
Interior/Exterior:	Same																														
Basement:	Full																														
Bsmt Garage:	0																														
Rec Room size:	0 0																														
FBLA size:	0 0																														
Unfinished Area:	0																														
WB Fireplace:	Stacks 0 Openings 0																														
MTL Fireplace:	Stacks 0 Openings 0																														
Heating Type:	Basic																														
Fuel:	Oil																														
Heating System:	Steam/Hot Wa																														
Year Built:	1870																														
Eff. Yr Built:	0																														
Ground Flr Area:	870																														
Tot Living Area:	3318																														
Basement Area:	0																														
Grade:	C+																														
Condition:	Fair																														
CDU:	FR																														
Building Notes:																															
Rooms:	<table border="1"> <thead> <tr> <th>Low</th> <th>1st</th> <th>2nd</th> <th>3rd</th> <th>Tot</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>12</td> </tr> <tr> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>6</td> </tr> <tr> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>3</td> </tr> <tr> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>1</td> </tr> </tbody> </table>	Low	1st	2nd	3rd	Tot	0	0	0	0	12	0	0	0	0	6	0	0	0	0	3	0	0	0	0	0	0	0	0	0	1
Low	1st	2nd	3rd	Tot																											
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Bedrooms:																															
Full Baths:																															
Half Baths:																															
Add'l Fixtures:																															

Replacement Costs					
Base Price:	278,060				
Additions:	214,600				
Unfinished Area:	0				
Basement:	0				
Attic:	16,180				
Plumbing:	17,280				
Heating A/C Adj.:	0				
FBLA:	0				
Rec Room:	0				
Fire Place:	0				
Basement Garage:	0				
Exterior Trim:	0				
Subtotal:	526,120				
Grade Factor:	1.08				
C & D Factor:	0.00				
Total RCN:	568,210				
Percent Good:	0.60				
Eco Depr:	-5				
Func Depr:	0				
Under Constcn %:	0				
Market Adj.:	0.00				
Total RCNLD:	323,900				
Addition Information					
Low	1st	2nd	3rd	Area	Points
	11			228	16000
	15	15		21	4300
	11			150	10500
50	10	10		480	117200
	10	10		288	66600



Descriptor/Area	Area
A: UA/2Fr/B	870 sqft
B: OFF	228 sqft
C: 2FBAY	21 sqft
D: OFF	150 sqft
E: 2Fr/B	480 sqft
F: 2Fr	288 sqft



Indian Brook Dr

Liberty Wy

Sixth St

Glenwood Av

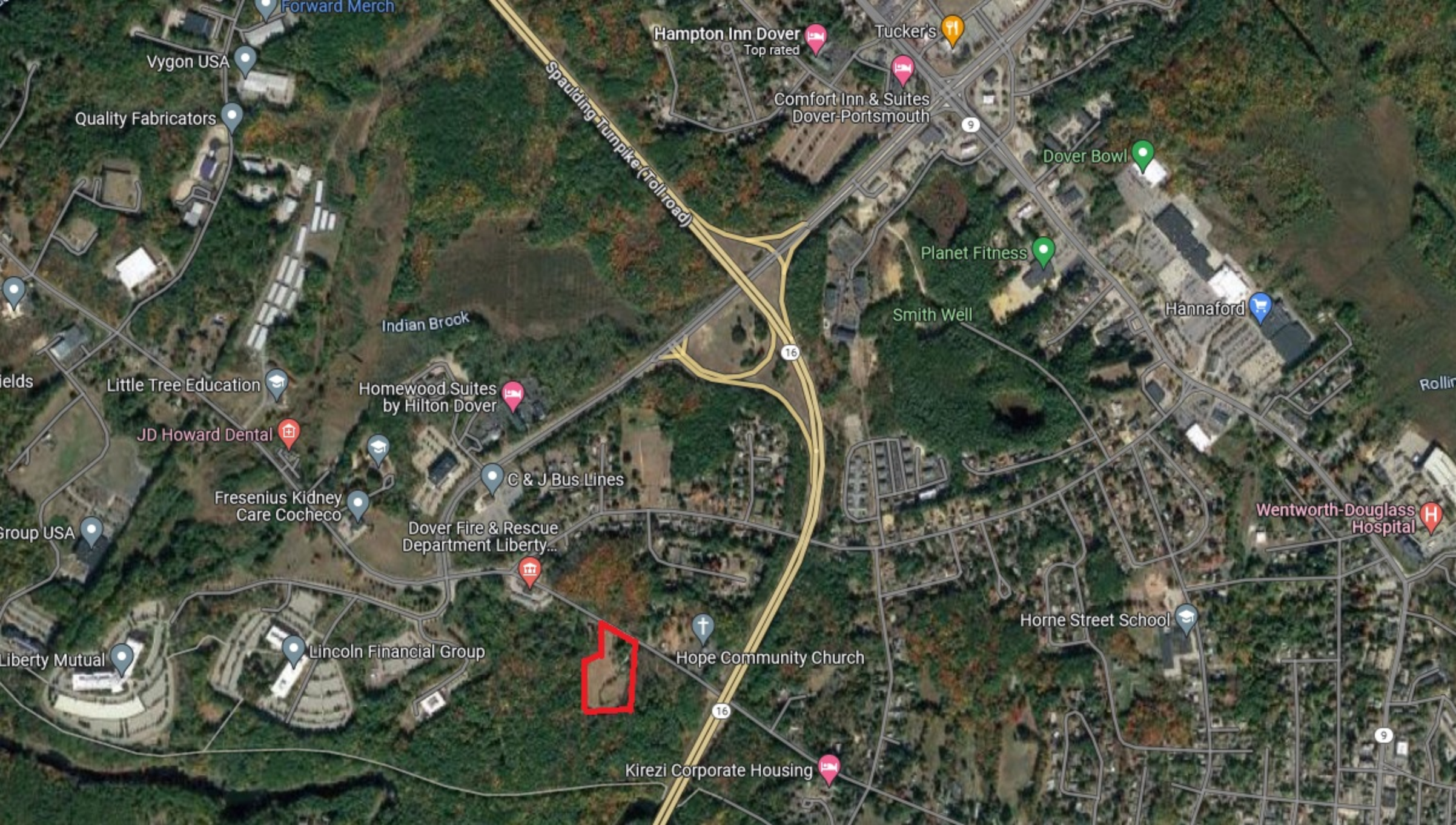
Conifer Commons

Sixth St

Spaulding Turnpike

Turnpike

16



Hampton Inn Dover
Top rated

Tucker's

Comfort Inn & Suites
Dover-Portsmouth

Dover Bowl

Planet Fitness

Smith Well

Hannaford

Indian Brook

Homewood Suites
by Hilton Dover

JD Howard Dental

C & J Bus Lines

Fresenius Kidney
Care Cocheco

Dover Fire & Rescue
Department Liberty...

Wentworth-Douglass
Hospital

Horne Street School

Hope Community Church

Lincoln Financial Group

Kirezi Corporate Housing

Quality Fabricators

Vygon USA

Forward Merch

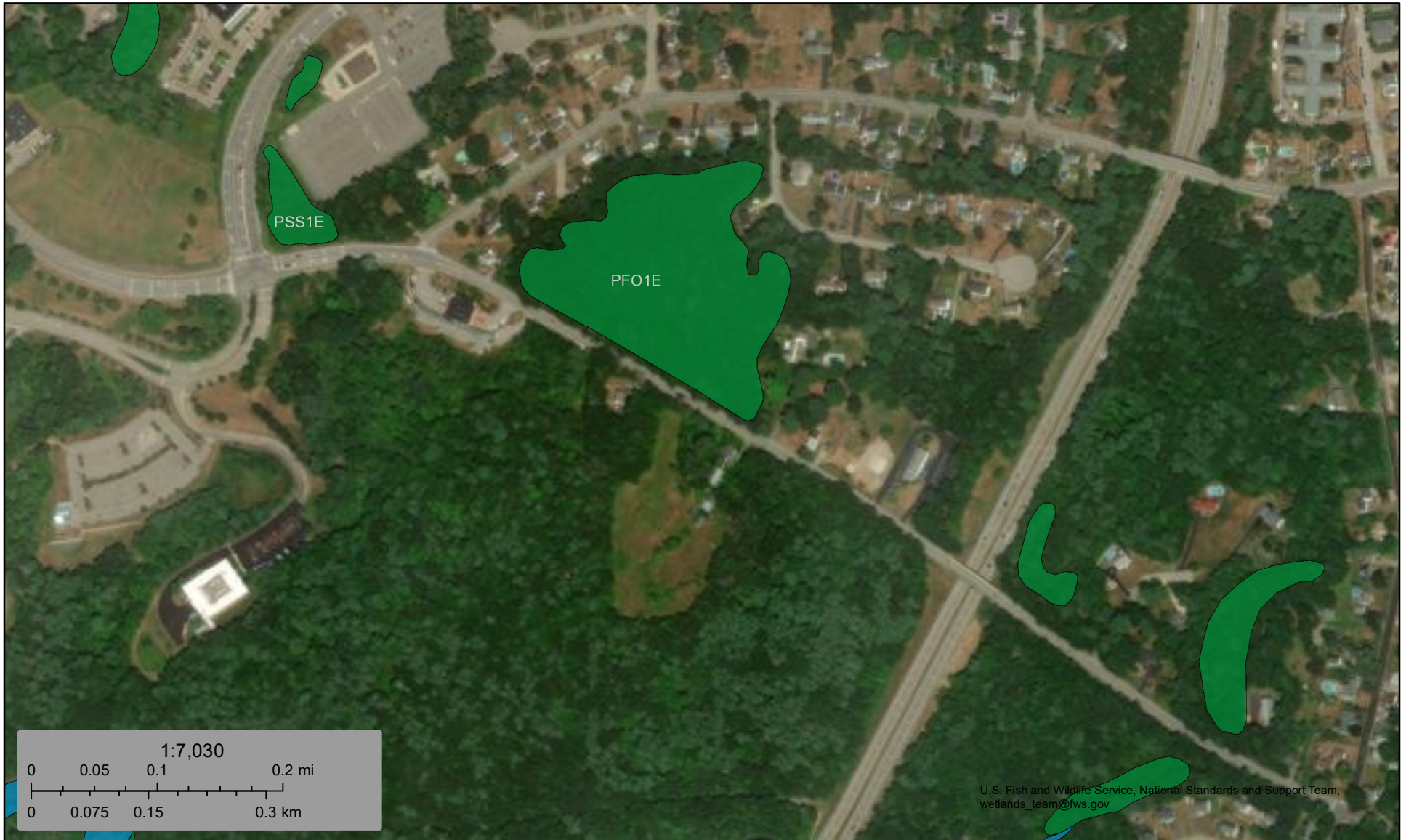
Little Tree Education

Group USA

Liberty Mutual









Fields

Rollin



October 31, 2023

Wetlands

- | | | | | | |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland |  | Lake |
|  | Estuarine and Marine Wetland |  | Freshwater Forested/Shrub Wetland |  | Other |
| | |  | Freshwater Pond |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



Permitted Uses [10] [11] [12] [13] [14]

- Adult Day Care
- CHILD CARE FACILITY
- Computer and data processing
- Eating and Drinking Establishments [7]
- Establishments for the manufacture assembly, services and repair of the products listed below and other uses of a similar nature:
 - ◊ Drugs
 - ◊ Office, computing and accounting machines
 - ◊ Radio and television receiving equipment
Communication equipment
 - ◊ Electronic components and Engineering, laboratory, scientific and research instruments and associated equipment
 - ◊ Measuring and controlling instruments
 - ◊ Optical instruments and lenses
 - ◊ Surgical, medical and dental instruments and supplies
 - ◊ Photographic equipment and supplies
 - ◊ Electrotherapeutic, electro-medical and X-ray apparatus
- EXCAVATION
- FARM [8]
- Laboratories (scientific, medical chemical) and testing facilities devoted to experimental production, research, product development or similar activity
- OFFICE
- Public Utility [9]
- PUBLISHING FACILITY
- Veterinary Office, Animal Hospital or KENNEL [10]
- WAREHOUSING
- WHOLESALING

Dimensional Regulations [1] [2]

LOT	
Minimum LOT Size [3]	2 acres
Maximum LOT COVERAGE [4]	33%
Minimum FRONTAGE	200 ft [3]
PRINCIPAL BUILDING	
Front SETBACK [5]	50 ft
Abut a Street SETBACK	50 ft
Side SETBACK	50 ft
Rear SETBACK	50 ft
OUTBUILDING/ACCESSORY USE*	
Front SETBACK	50 ft
Abut a Street SETBACK	50 ft
Side SETBACK	10 ft
Rear SETBACK	10 ft
HEIGHT OF BUILDING	
PRINCIPAL BUILDING [6]	55 ft max
OUTBUILDING	55 ft max

*Parking areas shall be set back at least twenty-five (25) feet from property lines. [Added 7-8-87 by Ord. No. 15-87]

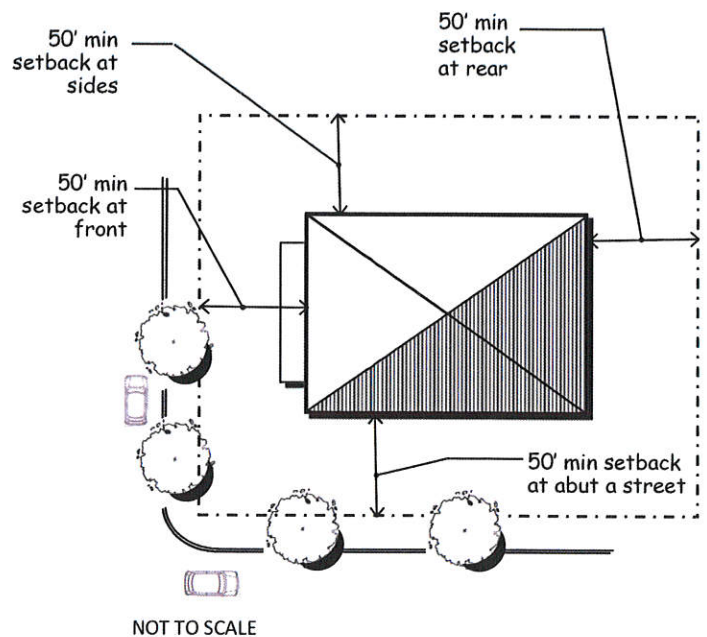
Uses Permitted by Conditional Use

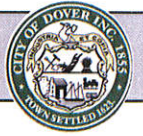
- Educational Institution, Post Secondary
- Helicopter Take Offs & Landings
- Personal Service Establishment
- SELF-SERVICE STORAGE FACILITY

Sign Regulations

Size	IT District
Total signs permitted	2 [per tenancy, and is for lot (excluding development identification signs)]
Total area permitted	1 sf for each lineal foot of business FRONTAGE (see 170-32 for regulations for businesses bordering the Spaulding Turnpike)
Type	
FREESTANDING	permitted, provided that the principal building is setback at least 75 ft (max ht 16 ft, max size 100 sf)
PROJECTING	Not permitted
WALL/ Awning	permitted
Temporary	permitted

Principal Building Placement





Footnotes

- [1] Refer to 170-13, 170-14 and 170-27D for exceptions to lot size, frontage and setback requirements.
- [2] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [3] Not applicable to lots off internal or private roadways
- [4] At least thirty-three percent (33%) of the site shall be maintained as open space, either landscaped or left natural. A maximum of thirty-three percent (33%) of the site can be covered by buildings.
- [5] See Section 170-15.
- [6] The maximum building heights may be increased to seventy-five (75') feet provided the following conditions are met:
 - A. The additional building height above fifty (50') feet is necessary to meet an industrial function.
 - B. The building is located a minimum of 200 feet from a Residential District.
 - C. The Planning Board has granted preliminary approval to the development proposal containing the taller building.
 - D. The building is for a permitted use, and not one granted by special exception, conditional use permit or variance.
- [7] No Drive Thru Allowed
- [8] Where FARM ANIMALS are raised and boarded, shelters to house said animals shall not be less than one hundred (100) feet from any property boundary.
- [9] The utility facility shall be appropriately fenced to protect the public. Landscaping materials shall be required to provide a visual screen from any structures and storage within.
- [10] Shelters and runs used to house and/or contain animals shall be no closer than one hundred (100) feet from any property line and must support a minimum tract size of one hundred thousand (100,000) square feet.
- [11] Parking areas shall be screened from public streets and existing residential uses so as to minimize the visibility of such areas. Screening may consist of vegetation, earth berms, fencing or any combination of the above.
- [12] The allowed activities shall not be obnoxious or offensive by reason of emission of dust, odor, smoke, gas, noise or similar cause. Prior to site plan approval, the applicant shall submit evidence to the Planning Board identifying waste products to be generated by on-site activities. A plan for removal of the waste shall be approved by the Planning Board. Developments that will use, store or generate hazardous chemicals shall identify such chemicals prior to site plan approval. A plan for storage and use of hazardous chemicals shall be approved by the Planning Board. Plans pertaining to waste or hazardous chemicals shall verify compliance with applicable federal, state and local regulations.
- [13] A residential structure located within the Innovative Technology District and existing prior to 7-8-1987 may be increased up to twenty percent (20%) of the gross floor area of habitable space. New dwelling units shall not be allowed. Furthermore, customary accessory structures shall be

allowed within the Innovative Technology District, but must remain within seventy-five (75) feet of the nonconforming residential structure.

- [14] Solar/Green Roof Standard: • All buildings must be solar ready • Commercial and mixed use buildings that are 25,000 sq ft or more must also incorporate solar panels and/or a green roof on at least 30 percent of the roof area.
- [15] Development within the IT District shall conform to design standards contained in Chapter 153, entitled Site Review, Chapter 153-15.

Conditional Use Permit Criteria

The following uses shall be allowed if a Conditional Use Permit is granted by the PLANNING BOARD upon a finding that the following criteria are met:

SELF-SERVICE STORAGE FACILITY

- A. The minimum front SETBACK shall be double the SETBACKs required in the district.
- B. No storage unit BUILDING which units are externally accessed shall be visible from the STREET shall be located to be perpendicular to the STREET, with no storage unit doors facing the STREET.
- C. Hours of operation shall be limited to 9 am to 9pm, Monday through Friday, and 10 am to 6 pm on Saturday and Sunday.
- D. If adjacent to a residential district or a LOT containing a residential use, the facility shall:
 - i. Be limited to a one story STRUCTURE with a height no more than twenty (20) feet.
 - iii. Not hold auctions or sales of contents of storage containers.
 - iv. Have screening sufficient to block the view of the BUILDINGS from abutting parcels and shall prohibit lighting from shedding onto abutting parcels.
- E. All setbacks shall be double the setbacks required in the district, not just the front setback.
- F. The architectural design standards of Chapter 153-14L(8)(b) shall be adhered to.

Helicopter take offs and landings:

- A. There shall be a distance of one thousand (1,000) feet between any existing residential structure and any proposed helicopter landing pad.
- B. Except in the case of an emergency, no helicopter take offs or landings shall occur between the hours of 9:00 p.m. and 7:00 a.m.
- C. The facility shall be accessory to the principal use located on the lot.
- D. All facilities shall be located and designed so that the operation thereof will not adversely affect adjacent residential areas, particularly with respect to noise levels.

Educational Institution, Post Secondary:

- A. The school is a trade/vocational/career technical school
- B. The school is accredited by the State of New Hampshire

Personal Service Establishments:

- A. The use is part of a larger retail/office or service center
- B. The use is complimentary to the adjacent advanced manufacturing or assembly uses

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:** Cheryl Niles

2. **PROPERTY LOCATION:** 200 6th Street, Dover, NH 03820

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

4. **SELLER:** has has not occupied the property for 46 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 over 400 feet down. We also watered our livestock with it.

b. **INSTALLATION:** Location: west side under picture window
Installed By: N/A Date of Installation: late 70s
What is the source of your information? Memory. Possibly Ford of Northwood NH

c. **USE:** Number of persons currently using the system: 1
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 N/A
If YES to any question, please explain in Comments below or with attachment.
Are you aware of any test results reported as unsatisfactory or satisfactory with notations? Yes No
If YES, are test results available? Yes No
What steps were taken to remedy the problem?


COMMENTS: The water was tested several times at the UNH lab many years ago.

6. SEWAGE DISPOSAL SYSTEM

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

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

c. **IF PRIVATE:**
TANK: Septic Tank Holding Tank Cesspool Unknown Other
Tank Size _____ Gal. Unknown Other:
Tank Type Concrete Metal Unknown Other:
Location: east lawn Location Unknown Date of Installation: _____
Date of Last Servicing: N/A Name of Company Servicing Tank: N/A
Have you experienced any malfunctions? Yes No
Comments:

SELLER(S) INITIALS  / _____

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 200 6th Street, Dover, NH 03820

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

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

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

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

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - Current or previously existing:

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

b. ASBESTOS - Current or previously existing:

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

c. RADON/AIR - Current or previously existing:

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

SELLER(S) INITIALS GN / _____

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 200 6th Street, Dover, NH 03820

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: Because of the age of this property it is likely that lead is present.

9. GENERAL INFORMATION

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

Yes No Unknown If YES, Explain: _____
What is your source of information? self

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: The barn is run down.

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: _____
We used to receive current use consideration. Now, I receive an elderly exemption.

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: In the late 80s it was split between siblings.

If YES, is survey available? Yes No Unknown

h. How is the property zoned? Innovative Technology District (IT)

i. Street (check one): Public Private Association

If private, is there a written road maintenance agreement? Yes No
Additional Information: _____

j. Heating System Age: Decade + Type: Radiators Fuel: Oil Tank Location: Cellar

Owner of Tank: _____
Annual Fuel Consumption: ? Price: ? Gallons: ?
Date system was last serviced and by whom? ?
Secondary Heat Systems: _____
Comments: I give permission for you to glean pertinent information above from Dead River 603-692-3113.

SELLER(S) INITIALS GN /

BUYER(S) INITIALS /

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 200 6th Street, Dover, NH 03820

k. Roof Age: 30+ Type of Roof Covering: Asphalt
Moisture or leakage: Yes
Comments: My husband's cancer put us in arrears. I put replacement off because of lack of funds.

l. Foundation/Basement: Full Partial Other: _____ Type: _____
Moisture or leakage: Some water travels through a drainage track from the cistern.
Comments: _____

m. Chimney(s) How Many? N/A Lined? N/A Last Cleaned: N/A Problems? N/A
Comments: We had an exterior one used in the studio for a wood stove. Not used since my husband's decline.

n. Plumbing Type: N/A Age: N/A
Comments: Apartment plumbing installed in the 80s. Noury I think.

o. Domestic Hot Water: Age: N/A Type: N/A Gallons: N/A

p. Electrical System: # of Amps N/A Circuit Breakers Fuses
Comments: I'm guessing circuit breakers. There's a box on the front right-hand side while facing Sixth Street.
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: _____
Comments: Fans

u. Pool: Age : _____ Heated: Yes No Type: _____ Last Date of Service: _____
By Whom: _____

v. Generator: Portable: Yes No Whole House: Yes No Kw/Size: _____ Last Date of Service: _____
If Portable: Included Negotiable
Comments: _____

w. Internet: Type Currently Used at Property: Removed Comcast September 25.

x. Other (e.g. Alarm System, Irrigation System, etc.) _____
Comments: _____

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

SELLER(S) INITIALS / _____

BUYER(S) INITIALS _____ / _____

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 200 6th Street, Dover, NH 03820

10. ADDITIONAL INFORMATION

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

Yes No

b. ADDITIONAL COMMENTS:

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).

Cheryl Niles dotloop verified
11/01/23 7:56 PM EDT
BDDE-P763-JWRB-P8ML

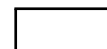
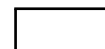
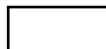
SELLER _____ DATE _____

SELLER _____ DATE _____

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

BUYER _____ DATE _____

BUYER _____ DATE _____





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

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

Property Address: 200 6th Street, Dover, NH 03820

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgement (initial)

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


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

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

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

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

Agent's Acknowledgement (initial)

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

Certification of Accuracy

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

Cheryl Niles dotloop verified 11/01/23 8:15 PM EDT BW09-VIQG-NLDO-VX0W

Seller Date

Purchaser Date

Justin Conway dotloop verified 11/01/23 1:31 PM EDT 7DEG-XUGC-PFKU-SVAB

Agent Date

Seller Date

Purchaser Date

Agent Date

FIDUCIARY DEED

KNOW ALL BY THESE PRESENTS, THAT I, CHERYL BUCKLIN NILES, Administrator of the Estate of George Sanders Niles, Jr. (Strafford County Probate File # 319-2015-ET-00291), pursuant to the powers granted to me by that office, and every other power, and consistent with the provisions of Decedent's Last Will and Testament, do hereby convey to CHERYL BUCKLIN NILES of Dover, County of Strafford and State of New Hampshire (mailing address: 200 Sixth Street, Dover, NH 03820), a single woman, the following:

A certain lot or parcel of land with the buildings thereon on the south side of Sixth Street in said Dover, bounded and described as follows:

Beginning at an iron pin set in the southerly sideline of Sixth Street at land now or formerly of Liberty Mutual Insurance Company, which pin is located 498.44 feet northwesterly of a fence post at land now or formerly of the State of New Hampshire used as the Spaulding Turnpike, thence S 50 degrees 58' 11" W 530.17 feet to a set iron pin; thence N 85 degrees 48' 36" W 44.11 feet to an iron pin; thence continuing on the same course 273.11 feet to an iron pin; thence N 20 degrees 04' 11" E a distance of 498.69 feet to an iron pin at land now or formerly of Marla M. Silva; thence turning and running S 70 degrees 22' 45" E 108.50 feet to an iron pin; thence N 19 degrees 30' 11" E 308.73 feet to an iron pin set in the southerly sideline of Sixth Street; thence by the following courses and distances all along Sixth Street, S 40 degrees 27' 40" E 119.00 feet to an iron pin; thence S 39 degrees 16' 45" E 303.87 feet to a set iron pin, thence continuing on the same course S 49 degrees 09' 16" W 18.90 feet to a N.H. Highway Bound, thence S 40 degrees 50' 09" E 26.33 feet to a N.H. Highway Bound and S 40 degrees 54' 49" E 49.62 feet to the iron pin at the point of beginning.

The above described premises are the combination of land described in a deed of Liberty Mutual Insurance Company to George S. Niles, Jr., Elizabeth M. Niles, and Helen M. Eaton dated March 10, 1988 and recorded in Strafford County Registry of Deeds at Book 1788, Page 507, and the remainder of land conveyed to the same three grantees by deed of Elizabeth M. Niles et al dated October 10, 1980 and recorded in the Strafford County Registry at Book 1058, Page 486.

Further reference is made to a plan entitled "Subdivision of land in Dover, N.H. prepared for Liberty Mutual, dated December 23, 1987 by Kimball Chase Engineers, Portsmouth, N.H. recorded in the Strafford County Registry of Deeds as Plan No. 32-24, for a more particular description of the premises.

George S. Niles, Jr. was the surviving joint tenant of the three grantees. I am the surviving widow of George S. Niles, Jr.

This is a non-contractual transfer and is therefore exempt from revenue stamps.

Dated this 19th day of April, 2016.

Cheryl Bucklin Niles, Administrator
Cheryl Bucklin Niles, Administrator

State of New Hampshire
Strafford, ss

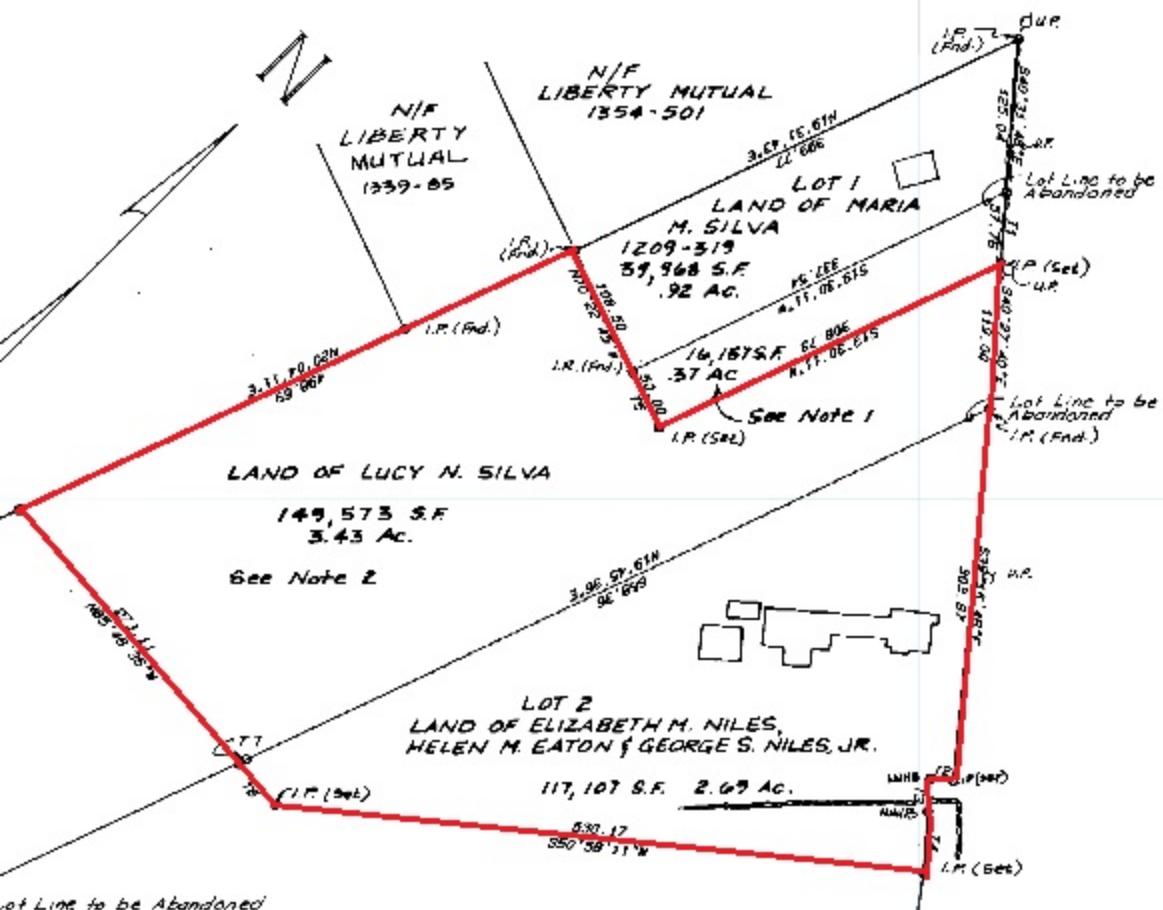
Personally appeared the above subscribed CHERYL BUCKLIN NILES in her capacity as Administrator of the Estate of George Sanders Niles, Jr. and acknowledged that she executed the above Fiduciary Deed on behalf of the estate, this 19th day of April, 2016.

Before me,

[Signature]
Notary Public
Comm Exp. 6/30/16



Snippet of Plan. N. 32-24
recorded in the Strafford County
Registry of Deeds



For Liberty Mutual by
J.P. Lee, Attorney, Esq.
Elizabeth M. Niles, POA.
George S. Niles, Jr.

Helen M. Eaton
George S. Niles, Jr.

PLAN REFERENCES

"PLAN OF LOTS No. 1 & 2, HEIRS OF LUCY H. MEADLER, DOVER" BY ROBERT MCRONE SEPT. 1980 S.C.R.D. No. 22A-19

SUBDIVISION PLAN PREPARED FOR MARIA SILVA, DOVER, N.H. BY THOMAS F. MORAN, INC. S.C.R.D. No. 28-44

- NOTES:**
1. LAND OF LUCY N. SILVA TO BE CONVEYED TO MARIA M. SILVA. THE AREA OF LOT 1 WILL BE 56124 S.F., 1.29 AC. AFTER CONVEYANCE.
 2. LAND OF LUCY N. SILVA TO BE CONVEYED TO ELIZABETH M. NILES, HELEN M. EATON & GEORGE S. NILES, JR. THE AREA OF LOT 2 WILL BE 266680 S.F., 6.12 AC. AFTER CONVEYANCE.
 3. ZONING DISTRICT - ETP



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): Cheryl Niles Street: 200 Sixth Street City/State/Zip: Dover, NH 03820 Telephone #: _____	Buyer(s): _____ Street: _____ City/State/Zip: _____ Telephone #: _____
---	---

2. Property: Land Land & Buildings Condo Other: _____
 Street Address: 200 Sixth Street City/Town: Dover
 County: Strafford State: New Hampshire
 Also known as Tax Map E, Block 70, No. A-0 with deed recorded at the Strafford County Registry of Deeds at Book 4374, Page 266.

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

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before Friday, December 29th at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at Paul McInnis LLC on One Juniper Road, North Hampton, New Hampshire on Friday, December 29th at 10:00 a.m.

_____,
 Seller

_____,
 Buyer

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".
6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$10,000.00 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument is to be construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: *any remaining residual personal property at time of closing.*
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:

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

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

Seller

Buyer

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

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

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

16. Addenda Attached Yes, No

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

Witness

Seller – Cheryl Niles Date

Witness

Purchaser: Date

Witness

Purchaser: Date

Revised: January 2019

© 2023 Paul McInnis LLC

_____,
Seller

_____,
Buyer

How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at: auction.paulmcinnis.com/auctions (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.

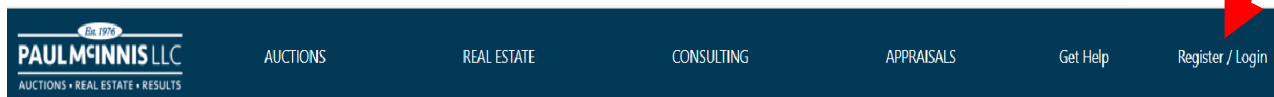
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To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

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, November 30th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. 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, 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 account.



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



ONLINE BIDDER REGISTRATION FORM • 23PM-31

BIDDING STARTS: Monday, November 27th at 9:00 a.m.
BIDDING ENDS: Wednesday, November 29th at 1:00 p.m.
PROPERTY: 200 Sixth Street, Dover, NH

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

Registration: At the time of registration, you will be required to deliver your refundable bidder deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, November 30th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

Terms: A \$10,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, November 30th at 1:00 p.m. 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. Property is being sold in "as-is" condition free and clear of all liens by Warranty Deed. Offered subject to confirmation of the Seller.

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-31 Reviewed by:
