

Bennett & Moore Auctioneers & Appraisers

P.O.Box 4010 ♦ Portsmouth, NH 03802
Stephen Bennett - 603-502-7457 Joseph Moore - 603-234-0688
sbennett999@gmail.com jрмаuctioneer@gmail.com
www.bennettandmooreauctioneers.com

BUYER'S INFORMATION CATALOGUE

Auction Held On-Site
Saturday May 13th at 10AM



Owners Retirement Sale of CPH Mechanical
2,000-sq-foot Commercial / Industrial Condo at
235 West Road, Unit #8, Portsmouth, N.H.

Fleet of (4) FORD vans



KOHLER



American Standard

PEX

Real Estate Auctions ♦ Certified Appraisers
Antiques & Estate Settlement ♦ Commercial, Industrial, Business Liquidations

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INTRODUCTION - OWNERS RETIREMENT SALE

Dear Prospective Bidder – Bennett & Moore Auctioneers are pleased to announce that they have been retained by the retiring owners of **CPH Mechanical**, to sell at Public Auction, all their business assets including ...

- a prime piece of commercial / industrial real estate in Portsmouth, NH ;
- a fleet of (4) lower mileage Ford commercial vans ;
- contractors tools & accessories, mostly Milwaukee & Rigid ;
- new-in-box (NIB) inventory including American Standard, Delta, Koehler, Sloan, Elkay, Skymark, etc., etc.
- inventory of assorted HVAC sheet metal & ductwork, PVC fittings, gas fittings, copper, brass, some stainless, etc.

A Great Opportunity for the real estate investor or end-user, contractors or homeowners looking for tools, and contractors looking for saleable inventory.

The property will be sold in “as is” so please attend one or more of our many open houses to perform your inspections prior to the auction.

Please feel free to ask any questions.

Good luck and thank you for your interest.

Stephen Bennett, NH Lic. #2423

Joseph R. Moore, NH Lic. #3072

DISCLAIMER - This property is being sold "as is". Information contained herein was obtained from sources believed to be reliable. However, this material is subject to errors and omissions and is not guaranteed. No warranty is made as to the accuracy or completeness of this information. No reliance should be placed upon this information. The Auctioneer & Owners shall have no liability for any damage arising from such reliance.

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GENERAL AUCTION INFORMATION

AUCTION LOCATION : 235 West Road, Portsmouth, NH

Type of Auction : Owners Retirement Sale at Public Auction.

Date & Time of the Auction : Saturday May 13th, beginning at 10AM.

Items being sold ...

- Real estate Unit #8 2,000+ square foot commercial / industrial condominium
- Fleet of (4) Ford commercial Transit work vans
- contractors tools
- HVAC contractors inventory of new-in-the-box inventory
- HVAC contractors inventory of supplies and raw materials

We will begin the auction at 10AM

10:00 – 10:20 we will sell the vehicles

10:30 we will sell the real estate

We will begin selling the tools & inventory at the conclusion of the sale of the real estate.

HOW TO BID / PARTICIPATE

The auction will be held live on-site at the property.

You may bid any of the following ways ...

- 1.** By attending the live auction on auction day, Saturday May 13th.
- 2.** By phone : we will have phones available for bidders who are unable to attend the auction in person. Pre-registration is required. Please call our office in advance to register as a phone bidder.
- 3.** By absentee / left bid : we will accept absentee bids where one of our staff members will execute bids for up to the amount of your maximum authorized bid. Please call our office in advance to set up an absentee bid.

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REAL ESTATE / PROPERTY INFORMATION

WEST ROAD is a commercial / industrial area, centrally located in Portsmouth, NH, with easy access to all major roads including US Route-1, Interstate-95 and Route-16 (The Spaulding Turnpike).

Subject property : 235 West Road, Unit #8, Portsmouth, NH

Type of property : commercial/ industrial condominium at Coastal Vantage Point.

City of Portsmouth reference : Map 0267 / Lot 008

Lot : 2.3-acres in common

Town Tax Assessment : \$200,000

Association fees : \$400 / month (incl. sewer, water, master insurance, snow removal, etc.)

Zoning: "I" for Industrial

Permitted Uses : Trade, craft and general service establishments, such as shops for plumbers, electricians, painters, paper hangers, upholsterers, sign painters and printers, etc.

Buildings :

- One of 10 commercial / industrial units in the complex
- Ground floor footprint of 2,000-square feet (25-feet wide x 80-feet long)
- Nicely out-fitted office suite
- Over 1,000-square feet of warehouse / work space, with concrete floor
- Plus an 1,110-square foot second floor mezzanine
- 20-foot ceiling
- 12-foot overhead garage door
- Gas heat, central air
- Currently configured with much industrial shelving, easily removed or reconfigured for new owners use

No warranty is made as to the accuracy or completeness of this information. No reliance should be placed upon this information. Prospective bidder's should do their own due diligence prior to the auction.

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REAL ESTATE AUCTION INFORMATION

Subject property : 235 West Road, Unit #8, Portsmouth, NH

Type of Auction : Owners Retirement Sale at Public Auction. Subject to confirmation by the Owner.

Location of the Auction : On-site at the property.

Date & Time of the Auction : Saturday May 13th, beginning at 10AM.

Deposit : A deposit of **\$25,000** is required to obtain a Bidder Number for this auction.

Deposits presented on the day of the auction should be in the form of cash, or by Certified Check, cashier's check, treasure's check. Please make your check payable to yourself. If you are the successful bidder you will then sign your check over to the Auctioneer.

The entire deposit will be credited towards the purchase price.

Deposits of the non-successful bidders will be returned following the auction.

All deposits are **NON-REFUNDABLE** should the Successful Buyer fail to close for any reason.

Purchase & Sales Agreement : Immediately upon conclusion of the bidding the successful high bidder will be required to sign the Purchase & Sales Agreement. A copy of the P&S Agreement will be available for review prior to the auction (*see Pages 13-15 of this catalogue*).

Closing : The closing must take place on or before thirty (35) days after the auction.

Buyers Premium : There is a 10% Buyer's Premium being applied at this auction. For example, if the Auctioneer says sold for \$100,000 (a.k.a. the Hammer Price), the Actual Purchase Price will be \$110,000.

Back Taxes : This is not a foreclosure auction so there will be No Back Taxes.

Deed : Warranty Deed free and clear of all encumbrances.

NH State Transfer Taxes : will be split equally between the Buyer & the Seller.

Qualifications of Bidder : The only qualification necessary to bid at this auction is the presentation of the required aforementioned Deposit.

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INSPECTIONS & OPEN HOUSES

INSPECTIONS

This property is being sold “as is”.

The Purchase & Sales Agreement will not be contingent on post-auction inspections or financing.

We offer multiple opportunities for prospective Buyers to view and inspect the property prior to bidding. Please take advantage of one or more of these open house opportunities.

Or by appointment with the Auctioneer.

OPEN HOUSE SCHEDULE

Saturday April 29th from 10AM to 2PM

Saturday May 6th from 10AM to 2PM

Friday May 12th from NOON to 6 PM

Morning of the auction at 8 AM

BROKER PARTICIPATION : a commission of **2%** of the hammer price will be paid to the licensed New Hampshire real estate agent / broker whom introduces the successful bidder to the property, and that bidder successfully closes the transaction per the terms & conditions of the Purchase & Sales Agreement.

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ADDITIONAL TERMS & CONDITIONS

The subject real estate is offered for sale at Public Auction which is subject to the following ...

- All announcements made at the time of the auction will take precedence over any previous statements either printed or oral.
- The Executor reserves the right to, at any time prior to the conclusion of the auction, adjourn, recess, continue, delay, or cancel the sale.
- It is the responsibility of the Bidder to review the Terms & Conditions of the auction and the Purchase & Sales Agreement prior to executing a bid.
- The sale of the property is NOT subject to financing.
- The property is being sold "as is, as found". The P&S Agreement will NOT be subject to inspections.
- Each bidder expressly acknowledges and agrees that the amount of their bid reflects the "as is, as found" condition of the property.
- No bids will be accepted from un-registered bidders.
- The Auctioneer reserves the right to reject any bid for any reason.
- The Auctioneer will settle all disputes. The decision of the Auctioneer is final and binding on all bidders.
- The Auctioneer reserves the right to control the increments of the bids.
- The Auctioneer may execute bids on behalf of any registered bidder that can not attend the auction and that have met the requirements set forth by the Auctioneer.
- The information contained herein is provided for informational or guide purposes only. No warranties of any kind are made regarding value, condition, habitability, merchantability, or fitness of the property.
- Prospective bidders should make their own investigations and shall rely entirely on their own information and judgement.
- The Auctioneer is acting solely as an agent for the Seller in marketing and negotiations of the sale of this property.

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT			
UNIT EIGHT WEST LLC	1 Level	1 Public Sewer	1 Paved			Description COMMERC.	Code 3401	Appraised 200,300	Assessed 200,300
235 WEST RD UNIT 8									
PORTSMOUTH NH 03801	SUPPLEMENTAL DATA								
	Alt Prcl ID 0267-0011-0008-0000 CONDO C OLDACTN 1839 PHOTO WARD PREC. 1/2 HSE GIS ID 37668								
	INLAW Y/ LOT SPLIT 2015 Reva JM Ex/Cr Appli								
	Assoc Pid#								
	Total							200,300	200,300

RECORD OF OWNERSHIP										
BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)				
5175 2905	12-15-2010	U	I	0	0	Year	Code	Assessed	Year	Code
2729 1321	03-02-1988		I	0	0	2021	3401	200,300	2020	3401
						Total	Total	200,300	Total	Total
								200,300		200,300

EXEMPTIONS			OTHER ASSESSMENTS		
Year	Code	Description	Amount	Number	Comm Int
			0.00		

ASSESSING NEIGHBORHOOD		NOTES	
Nbhd	Nbhd Name	STREET INDEX NAME	Tracing
301			
COASTAL VANTAGE POINT - UNIT 8 CPH MECHANICAL 11/09 - OWNER OCCUP, OFCS, WARE- HOUSE, STORAGE IN MEZZ, INFO ONLY 01/14- NO CHANGES APPT LETTER 1/17/14			

BUILDING PERMIT RECORD									
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	APPT LETTER 1/17/14

VISIT / CHANGE HISTORY									
Date	Id	Type	Is	Cd	Purpose/Result				
05-30-2017	ST			ER	Exterior Review				
03-15-2015	ST			ER	Exterior Review				
01-27-2014	JM			11	Listed INACTIVE				
05-28-2010	ST			HC	HEARING CHANGE INAC				
02-23-2010	ST			ER	Exterior Review				
11-09-2009	JW	01	2	00	Measur+Listed INACTIVE				
08-03-2000	JT		1	1	Entrv + Sign INACTIVE				
Total Appraised Parcel Value									

LAND LINE VALUATION SECTION															
B Use Code	Description	Zone	Frontage	Depth	Land Units	Unit Price	Size Ad	Site	Cond.	S.I. Adj.	ST Idx	Notes- Adj	Special Pricing	Adj Unit P	Land Value
1	3401 OFF CONDO M	I			0 SF	0	1.0000	1	1.00	0.260	301	344	0.0000	0	0
Total Card Land Units 0 AC Parcel Total Land Area 0 Total Land Value 0															

VISION

PORTSMOUTH, NH

2229

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cd	Element	Description
Style:	211		
Model	06		
Grade	C		
Stories:	1		
Occupancy	1		
Interior Wall 1:	05		
Interior Wall 2:	03		
Interior Floor 1	14		
Interior Floor 2	03		
Heat Fuel:	02		
Heat Type:	01		
AC Type:	00		
Ttl Bedrms:	0		
Ttl Bathrms:	0		
Ttl Half Bths:	0		
Xtra Fixtres			
Total Rooms:			
Bath Style:			
Kitchen Style:			
WB Fireplaces			
WB Openings			
Mtl Fireplaces			
MTL Openings			
Kitchen Grd			
Cost/Design			
Class			

CONSTRUCTION DETAIL (CONTINUED)	
Element	Description
Parcel Id	37668 C 283
Adjust Type	0267-0011 B 1 S 1
Condo Flr	1C COMMERCIAL
Condo Unit	1335
Factor%	100
COST / MARKET VALUATION	
Adj. Base Rate	134.16
Building Value New	267,924
Year Built	1986
Effective Year Built	1989
Depreciation Code	A
Remodel Rating	30
Year Remodeled	1
Functional Obsol	70
External Obsol	187,500
Trend Factor	
Condition	
Condition %	
Percent Good	
Chs Sect Rcnld	
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond	% Gd	Gr	Gr Adj	Appr. Value
SPR1	SPRINKLERS-WET	B	1,986	1.75	1989	A	70	C	1.00	2,400
MEZ1	MEZZANINE-UNF	B	1,147	13.00	1989	00	70	C	1.00	10,400

BUILDING SUB-AREA SUMMARY SECTION									
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Unit Cost	Undeprec Value	Gr Adj	Appr. Value
BAS	First Floor	1,986	1,986	1,986	134.16	266,448			
OVH	Over hang	0	56	11	26.35	1,476			
SLB	Slab	0	1,986	0	0.00	0			
Ttl Gross Liv / Lease Area						4,028	1,997		267,924



CPH Tax Map



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

City of Portsmouth, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 09/21/2022
Data updated 3/9/2022

Print map scale is approximate.
Critical layout or measurement activities should not be done using this resource.

REAL ESTATE PURCHASE & SALES AGREEMENT

This agreement is made this _____ day of _____, 2023. The undersigned Buyer and Seller agree as follows :

The Seller is Peter Cryons as Owner.

The Buyer is _____ Bidder Registration # _____

The Buyer is the successful bidder at a Real Estate Auction conducted for the sale of said commercial condominium unit #8 located 235 WEST ROAD in PORTSMOUTH, NH. The Seller agrees to sell & convey the property, and the Buyer agrees to buy the property subject to the Terms & Conditions set forth herein.

The Selling Price is :	Hammer Price	\$ _____
	10% Buyers Premium	\$ _____
	TOTAL PURCHASE PRICE	\$ _____
	Deposit at Auction	\$ <u> \$25,000 </u>
	Balance Due at Closing	\$ _____

1. Deposits / Earnest Money : All deposit money paid by the Buyer will be applied to the Total Purchase Price and will be held in the auctioneers Client's Escrow Account at Eastern Bank in Portsmouth, NH.
2. Closing : The transfer of title shall be on or before 35 days from the date of the auction.
3. The State of NH Transfer Taxes will be split equally between the Buyer and Seller.
4. Real Estate Taxes & association fees shall be prorated as of the date of closing.
5. The property shall be conveyed to the Buyer via a WARRANTY Deed that will be free and clear of all liens and encumbrances except the usual public utilities and restrictive covenants of record that may exist.
6. The Buyer understands that they are purchasing the property in "as is" condition. The Seller makes no warranties or representations whatsoever concerning the condition of any of the structures or systems, or potential use of the property or building located thereon.
7. The Buyer acknowledges that the amount of their bid reflects the "as is" condition of the property and the assumption of all risks related to any defects or irregularities that may be found at a later date. The Buyer acknowledges that they have entered into this contract without relying on any statements or representations by the Seller or Auctioneer and that they have been provided time to inspect the property and to do their own due-diligence and research prior to bidding.
8. It is expressly understood that Time Is Of The Essence of this contract.
9. The Buyers will be considered to be In Default should they fail to close in accordance with the terms of the contract, including time limitations. Upon default, this contract is terminated and the amount of the deposits will be retained as reasonable liquidated damages.

P&S AGREEMENT – continued – 94 Spruce Road, Wolfeboro, NH

10. The Auctioneer and Seller makes no warranties or representations of any kind in connection with the Premises. In particular, and without limitation, there shall be no warranty or representation regarding the present or future use or occupation of the premises, the subdivision of the premises, compliance of the premises with applicable zoning ordinances, building codes or other applicable laws or regulations, the validity of any permits affecting the premises, compliance with any permits affecting the premises, the condition, fitness or structural soundness of the premises, the existence or non-existence of hazardous material, lead paint or radon gas at the premises, the acreage of the premises, or any other matter. The Premises shall be conveyed “AS IS” and “WHERE IS” and “WITH ALL FAULTS”.

11. Succession : This contract shall extend to and be obligatory upon the heirs, personal representatives, successors and assigns of both the Buyer and the Seller.

12. Insurance : The buildings on said premises shall, until the time of closing, be kept insured against Fire and Damage. In case of loss, all sums recoverable from said insurance shall be paid or assigned to the Buyer, unless the premises have been restored to their previous condition.

13. Survival : The Terms & Conditions of this agreement shall survive the closing.

14. Merger of Understanding : All negotiations, understandings, undertakings and the like with respect to the transaction covered by this agreement have been merged within this Agreement, and there is no further or contrary understandings with respect thereto. This agreement forms the complete and entire understanding between the parties.

15. Modification : This agreement may not be changed orally, but only by an agreement in writing, executed and signed by the parties hereto.

16. In the event of the Seller’s default in obligations hereunder for any reason whatsoever, upon the return of the Deposit to the Purchaser, the Seller, Auctioneer, their Counsel, etc. will have no further obligation to the Buyer and this agreement will be null and void. The remedies set forth in this paragraph are the sole and exclusive remedies available to the Buyer and no other damages, rights or remedies shall in any case be collectible, enforceable or available to the Buyer against Seller, et al. Buyer expressly waives any and all right to seek damages against Seller, et al.

17. The Seller will continue to heat the main house & to keep the power on through to closing.

18. ~~The Buyer will reimburse the Seller at closing for any home heating oil remaining in the oil tanks.~~

19. Certification of the Purchase : The undersigned Buyer certifies that in affixing his / her signature to this contract, he / she agrees to all the contents of this agreement without protest.

20. Signing this contract indicates acceptance of these terms.

Witness _____ Seller _____

Witness _____ Buyer _____

PURCHASE & SALES AGREEMENT - continued

RE : 94 Spruce Road, Wolfeboro, NH

NOTIFICATIONS

Radon Gas: Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

Lead Paint: Before 1977, 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.

EXHIBIT A

WATER SUPPLY, SEWAGE DISPOSAL SYSTEM, INSULATION and METHAMPHETAMINE DISCLOSURE

I. Seller discloses the following information to Buyer regarding the water supply at the Premises:

- A) Type of water-supply system: city.**
- B) Location: UNKNOWN TO SELLER.**
- C) Malfunctions: UNKNOWN TO SELLER.**
- D) Date of installation: UNKNOWN TO SELLER.**
- E) Date of most recent water test: UNKNOWN TO SELLER.**
- F) Unsatisfactory water test or water test with notations: UNKNOWN TO SELLER.**

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Premises:

- A) Type of sewage disposal system: city.**
- C) Location: UNKNOWN TO SELLER.**
- D) Malfunctions: UNKNOWN TO SELLER.**
- E) Age of system: UNKNOWN TO SELLER.**
- F) Date of most recent service: UNKNOWN TO SELLER.**
- G) Name of contractor who services the system: UNKNOWN TO SELLER.**

III. Seller discloses the following information to Buyer regarding the insulation in the Premises: SELLER HAS NO KNOWLEDGE OF THE TYPE OF INSULATION USED IN ANY IMPROVEMENTS ON THE CONVEYED PREMISES.

IV. SELLER HAS NO KNOWLEDGE OF METHAMPHETAMINE PRODUCTION ON THE PROPERTY.

Purchaser acknowledges receipt of the Water Supply, Sewage Disposal System, Insulation and Methamphetamine Disclosure.

Buyer's initials: _____