

# AUCTION



- ◆ Turnkey business opportunity-Fully furnished
- ◆ Walking distance to Seacoast area beaches
- ◆ 45 Minutes North of Boston
- ◆ Easily convert back to single family



**430 High Street ~ Hampton, New Hampshire**

**Thursday, October 11<sup>th</sup> @ 10 AM**

*The Victoria Inn*

*Elegantly Restored Victorian Inn with Outdoor Pavilion*

**John McInnis Auctioneers**

76 Main Street ~ Amesbury, MA  
800-822-1417 ◆ [mcinnisauctions.com](http://mcinnisauctions.com)  
NH Lic# 2182

TABLE of CONTENTS

Transmittal Letter

Disclaimer

Mortgagee's Notice of Sale of Real Estate

Furnishings, Contents and Decorative Objects

Memorandum of Sale

Foreclosure Deed

Property Description

Absentee Bid Sheet

Recorded Plot Plan

Town of Hampton Assessors Card

Town of Hampton RE Tax Statement

Water Bill

Newspaper Advertisement

Town of Hampton  
Zoning Board of Adjustment Information

1993

2007

Bill of Sale – Personal Property





# **JOHN MCINNIS AUCTIONEERS**

*Estates ♦ Real Estate ♦ Appraisals*

*76 Main Street - Amesbury, Massachusetts 01913  
Phone 978.388.0400 -- Fax 978.388.8863    mcinnisauctions.com*

***Dear Prospective Bidder:***

***Thank you for your inquiry and interest in our upcoming Mortgagee's Real Estate Foreclosure Auction located at 430 High Street, Hampton, New Hampshire to be held on Thursday, October 11<sup>th</sup> at 10 am. This elegantly restored Victorian Inn will be sold at Public Foreclosure Auction.***

***In order to be eligible to bid a deposit of \$10,000.00 will be required to be paid by the purchaser by certified or bank check at the time and place of sale.***

***This property information packet has been assembled for your convenience. If you have any other questions, please do not hesitate to call our office.***

***Our staff is readily available to assist you with any questions you may have regarding the property or the auction process.***

***Thank you again for your interest in this property and we look forward to seeing you on the day of the auction. Registration will take place one hour prior to the auction.***

***Sincerely,***



***John P. McInnis  
John McInnis Auctioneers***

## **IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS**

### **-DISCLAIMER-**

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT. HOWEVER, THE MORTGAGEE NEWBURYPORT FIVE CENTS SAVINGS BANK AND JOHN MCINNIS AUCTIONEERS MAKE NO WARRANTIES OR GUARANTEES AS TO THE ACCURACY OR COMPLETENESS OF ANY VERBAL OR WRITTEN INFORMATION OR DESCRIPTIONS.

BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION, JUDGEMENT AND INSPECTION OF THE PROPERTY AND RECORDS. THIS PROPERTY IS TO BE SOLD ON AN AS IS, WHERE IS BASIS.

**THE AUCTIONEER HEREBY DISCLOSES HE/SHE IS ACTING SOLELY AS AN AGENT FOR THE MORTGAGEE IN THE MARKETING, NEGOTIATIONS AND SALE OF THIS PROPERTY. THE PURCHASER(S) AGREES THAT THE MORTGAGEE AND AUCTIONEER MAKE NO WARRANTIES OF ANY KIND REGARDING THE CONDITION OR VALUE OF THE REAL OR PERSONAL PROPERTY.**

*TERMS OF SALE: A deposit of \$10,000.00 will be required to be paid by the purchaser by certified or bank check at the time and place of sale. The balance is to be paid by certified or bank check within thirty (30) days of the date of the sale at the firm of Connolly and Connolly, 51 Green Street, Newburyport, Massachusetts. NH Auction Lic # 2182. Additional terms, if any, to be announced at the sale.*



## NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Pamela S. Nyhan as Trustee of KMJ Realty Trust ("Mortgagor") to Newburyport Five Cents Savings Bank ("Mortgagee") dated October 4, 2002 and recorded with Rockingham County Registry of Deeds in Book 3858, Page 948 of which mortgage the undersigned is the present holder for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 o'clock, A.M. on the 11<sup>th</sup> day of October, 2007, on the mortgaged premises described below, being known as 430 High Street, Hampton, Rockingham County, New Hampshire 03842 all and singular the premises described in said mortgage, to wit:

430 High Street, Hampton, Rockingham County, NH

### PARCEL 1

A certain parcel of land with the buildings thereon, situate on the northerly side of High Street, Hampton, County of Rockingham, State of New Hampshire, bounded and described as follows:

Beginning at a concrete bound in the North side line of High Street, said bound being at the southeast corner of the land herein described; thence running Westerly 170.0 feet along the North side line of High Street to an iron pipe at land now or formerly of Driscoll; thence turning and running Northerly 283 feet by land of Driscoll to an iron pipe; thence turning and running Easterly 74 feet to the corner of a stone retaining wall and continuing in the same direction 59 feet by said retaining wall and still by land of Driscoll to another corner of said wall; thence turning and running Southerly along said wall 23 feet to a 12 foot gap in said wall; said gap being the easterly end of a former right of way across the land herein described; thence continuing in the same southerly direction to the end of said wall, the total length of the last course from the corner of the wall to the end of the wall being 117 feet thence turning slightly and running southeasterly 73.5 feet to a 11 inch spruce; thence turning slightly and running Southerly still by land of Driscoll to the point of beginning.

### PARCEL 2

A certain lot of land and buildings thereon situated on High Street in the Town of Hampton, County of Rockingham and State of New Hampshire and bounded and described as follows:

Beginning at an iron pipe set at the northwesterly corner of other land of the grantor and at land of the grantee which iron pipe lies North 00 degrees 17 minutes 38 seconds E a distance of 281.67 feet from an iron pipe set at the northerly side of High Street at the boundary between said land of the grantor and land of the grantee; thence along said land of the grantee the following courses and distances:

North 38 degrees 04 minutes 26 seconds E a distance of 105.00 feet to an iron pipe;

North 00 degrees 26 minutes 56 seconds E a distance of 200.00 feet to an iron pipe; and

North 21 degrees 25 minutes 48 seconds W a distance of 219.45 feet to an iron pipe; thence turning and running Northeasterly on a line part of which is located in Mill Pond, so-called, a distance of 690.00 feet, more or less, to a point at land now or formerly of Woodthrush Housing Association; thence

South 9 degrees 24 minutes 27 seconds W along land of the said Woodthrush Housing Association a distance of 360.00 feet more or less to an iron pipe set at land now or formerly of Plack; thence turning and running

North 85 degrees 42 minutes 15 seconds W along said Plack land a distance of 275.23 feet to an iron pipe; thence turning and running

South 6 degrees 07 minutes 54 seconds W still along said Plack land a distance of 550.00 feet to a point at the northeasterly corner of said other land of the grantor a distance of 134.96 feet to the point of beginning.

Meaning and intending to convey the property as described in a Plan entitled, "Lot Line Revision Plan for Victoria Investments L.L.C. 426 & 430 High Street Hampton, N.H. Scale: 1"=50', dated September 14, 1999, prepared by: E.J. GTE & Associates, Inc. Land Surveyors 36 Ann's Court Hampton, NH 03842 and duly recorded with the Rockingham Registry of Deeds as Plan D-27648.

Subject to an easement to Exeter & Hampton Electric Company dated November 10, 1972 and recorded with the Rockingham County Registry of Deeds at book 2186 page 383.

Subject to an easement to Exeter & Hampton Electric Company and New England Telephone and Telegraph Company dated December 14, 1983 and recorded in said Registry of Deeds in book 2475 page 211.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with Mortgagee's attorneys, Connolly and Connolly, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

**TERMS OF THE SALE:** A deposit of \$10,000.00 will be required to be paid by the purchaser by certified or bank check at the time and place of sale. The balance is to be paid by certified or bank check within thirty (30) days of the date of the sale at the firm of Connolly and Connolly, 51 Green Street, Newburyport, Massachusetts. The Deed shall be provided to the

purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control. The deposit of \$10,000.00 is non-refundable.

The Mortgagee's agent intends to bid at said sale and shall not be required to have a check for the deposit. All other bidders at said sale shall be required to show proof of the necessary deposit satisfactory to the auctioneer and the Mortgagee, as a pre-condition of bidding. A memorandum of sale shall be executed by the purchaser. The purchaser shall be responsible for all closing costs, documentary tax stamps and recording fees.

Other terms, if any, to be announced at the sale.

You are hereby notified that you have a right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

Newburyport Five Cents Savings Bank

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Connolly & Connolly, Attys.  
51 Green St., P.O. Box 332  
Newburyport, Mass. 01950  
Publish: [dates to be published]

## MEMORANDUM OF SALE

This Memorandum of Sale is made this \_\_\_\_\_ day of October, by and among NEWBURYPORT FIVE CENTS SAVINGS BANK, a Massachusetts corporation, whose principal address is 63 State Street, Newburyport, Massachusetts 01950 (the "Seller"), John McInnis of Amesbury, Massachusetts, (the "Auctioneer"), and

\_\_\_\_\_ (the "Buyer").

### 1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on October 11, 2007, by the Auctioneer on behalf of the Seller as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Pamela S. Nyhan, Trustee of KMJ Realty Trust dated October 4, 2002, and recorded with the Rockingham County Registry of Deeds at Book 3858, Page 0948, the Buyer as the highest bidder agrees to purchase the real and personal property described below (the "Property") in accordance with the terms hereof.

### 2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

a. Real Property

430 High Street, Hampton, Rockingham County, NH

PARCEL 1

A certain parcel of land with the buildings thereon, situate on the northerly side of High Street, Hampton, County of Rockingham, State of New Hampshire, bounded and described as follows:

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Northerly 283 feet by land of Driscoll to an iron pipe; thence turning and running

Easterly 74 feet to the corner of a stone retaining wall and continuing in the same direction 59 feet by said retaining wall and still by land of Driscoll to another corner of said wall; thence turning and running

Southerly along said wall 23 feet to a 12 foot gap in said wall; said gap being the easterly end of a former right of way across the land herein described; thence continuing in the same southerly direction to the end of said wall, the total length of the last course from the corner of the wall to the end of the wall being 117 feet thence turning slightly and running southeasterly 73.5 feet to a 11 inch spruce; thence turning slightly and running



Southerly still by land of Driscoll to the point of beginning.

## PARCEL 2

A certain lot of land and buildings thereon situated on High Street in the Town of Hampton, County of Rockingham and State of New Hampshire and bounded and described as follows:

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Subject to an easement to Exeter & Hampton Electric Company and New England Telephone and Telegraph Company dated December 14, 1983 and recorded in said Registry of Deeds in book 2475 page 211.

### b. Personal Property

[inventory of personal property to be inserted]

## 3. TRANSFER OF THE PROPERTY

The real property shall be conveyed by the Statutory Form of Foreclosure Deed under Power of Sale, N.H. Rev. Stat. §477:31.

The real property shall be conveyed and transferred subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any outstanding tenancies and/or leases, the rights of parties in possession, any and all unpaid taxes, tax titles, municipal taxes, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, and to the provisions of applicable state and local law.

The total bid price will be set forth as the consideration in the deed to the Property.

#### **4. PRICE AND DEPOSIT**

The bid price for which the Property has been sold to the Buyer is \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of which Ten Thousand and 00/100 (\$10,000.00) has been paid this day in accordance with the terms of the mortgagee's notice of sale, with the balance to be paid by certified check or bank check at the time of the delivery of the deed. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

#### **5. CLOSING**

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Connolly & Connolly, 51 Green Street, Newburyport, Massachusetts on or before ten o'clock (10:00 A.M.) on the thirtieth day following the date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing").

#### **6. TITLE**

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

#### **7. RISK OF LOSS**

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying therefor the full balance of the bid price.

#### **8. ACCEPTANCE OF DEED**

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

## **9. CONDITION OF THE PREMISES**

The Property shall be conveyed in "as-is" condition with no express or implied warranties of any kind regarding title to, condition of, use of or possession of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated in this Memorandum. Buyer agrees and acknowledges that the Seller and Auctioneer make no representations or warranties regarding title to, condition of, use of or possession of the Property.

## **10. BUYER'S DEFAULT; DAMAGES**

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sale of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

## **11. DEED STAMPS AND RECORDING FEES**

Buyer shall pay for and cancel for the benefit of the Seller all tax stamps required to be affixed to the foreclosure deed by the law of the State of New Hampshire. The Buyer shall pay all recording fees in connection with the transfer of the Property.

## **12. RADON GAS AND LEAD PAINT NOTIFICATION**

Pursuant to New Hampshire R.S.A. 477:-4-a, Seller hereby notifies and Buyer hereby acknowledges receipt of notification of the following:

**Radon Gas:** Radon gas, the product of the 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.

## **13. WATER SUPPLY AND SEWAGE DISPOSAL DISCLOSURE**

Pursuant to RSA 477:4-c, Seller hereby notifies and Buyer hereby acknowledges receipt of water supply and sewage disposal disclosure, attached as Exhibit A hereto.

#### 14. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, 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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, 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 Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

MORTGAGEE/SELLER  
Newburyport Five Cents Savings Bank

BY: \_\_\_\_\_

\_\_\_\_\_  
John McInnis, AUCTIONEER

\_\_\_\_\_  
, BUYER

EXHIBIT "A"

**WATER SUPPLY AND SEWAGE DISPOSAL  
DISCLOSURE PURSUANT TO RSA 477:4-C**

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

I. Seller discloses the following information to Purchaser regarding the Water Supply at the Property:

**Based on appraisal of Property, Seller believes Property is served by municipal water system.**

II. Seller discloses the following information to Purchaser regarding the sewage disposal system at the Property:

**Based on appraisal of Property, Seller believes Property is served by municipal sewer system.**

SELLER: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

Purchaser acknowledges receipt of this disclosure

PURCHASER: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
Witness

\_\_\_\_\_ By: \_\_\_\_\_  
Witness



**FORECLOSURE DEED UNDER POWER OF SALE**

Newburyport Five Cents Savings Bank of Essex County, State of Massachusetts, holder of a mortgage from Pamela S. Nyhan, Trustee of KMJ Realty Trust to Newburyport Five Cents Savings Bank dated October 4, 2002, recorded in Rockingham County Registry of Deeds, Book 3858, Page 0948, by the power conferred by said mortgage and every other power, for \_\_\_\_\_ dollars paid, grant to \_\_\_\_\_, [complete mailing address] \_\_\_\_\_, of \_\_\_\_\_ Street, Town/City of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_, the premises conveyed by said mortgage.

Newburyport Five Cents Savings Bank  
BY:

\_\_\_\_\_  
President/Vice-President

\_\_\_\_\_  
Treasurer/Assistant Treasurer

**COMMONWEALTH OF MASSACHUSETTS**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President/Vice President for \_\_\_\_\_ Bank, a corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss,

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Treasurer/Assistant Treasurer for \_\_\_\_\_, a corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## Property Description

430 High Street ~ Hampton, New Hampshire

~ *Elegantly Restored Victorian Inn* ~

Design:	Victorian
Square Footage:	4,727 +/-
Year Built:	1875
Total Rooms:	14
Guest Rooms:	6
Full Baths:	6
Half Baths:	1
Exterior:	Clapboard
Foundation:	Concrete, Stone
Heat Fuel:	Natural Gas
Heating/Cooling:	Baseboard, Hot Water, Multi Zone
Sewer:	Public
Water:	Public
School District:	Hampton
Electric:	100 Amp; 200 Amps; Circuit Breaker; Fuses
Basement:	Bulkhead, Full, Unfinished



<b>MUNICIPAL DATA:</b>	Town of Hampton - -	Title Reference: Book 3858, Page 948
	Date Recorded:	October 4, 2002
	Assessed Value:	\$765,400
	Current Taxes:	\$ 13,000 - 2006

*This elegant fourteen room Victorian is situated on 5.06 +/- acres. The Inn is located walking distance to Seacoast area beaches. The property also features an owner/innkeepers quarters, kitchen, outdoor pavilion and gazebo. It also includes a first floor laundry, attic, cable access, ceiling fan, eat in kitchen, fireplace, outbuilding, porch and sunroom.*



**REAL ESTATE ABSENTEE BID FORM**

I, \_\_\_\_\_ (Name)

Of, \_\_\_\_\_ (Address),

Wish to submit the following as my high bid on the following Real Estate:

Situated in the City/Town of: **Hampton**

Street Address: **430 High Street** County Of: **Rockingham** State of: **New Hampshire**

Amount of Bid: \$

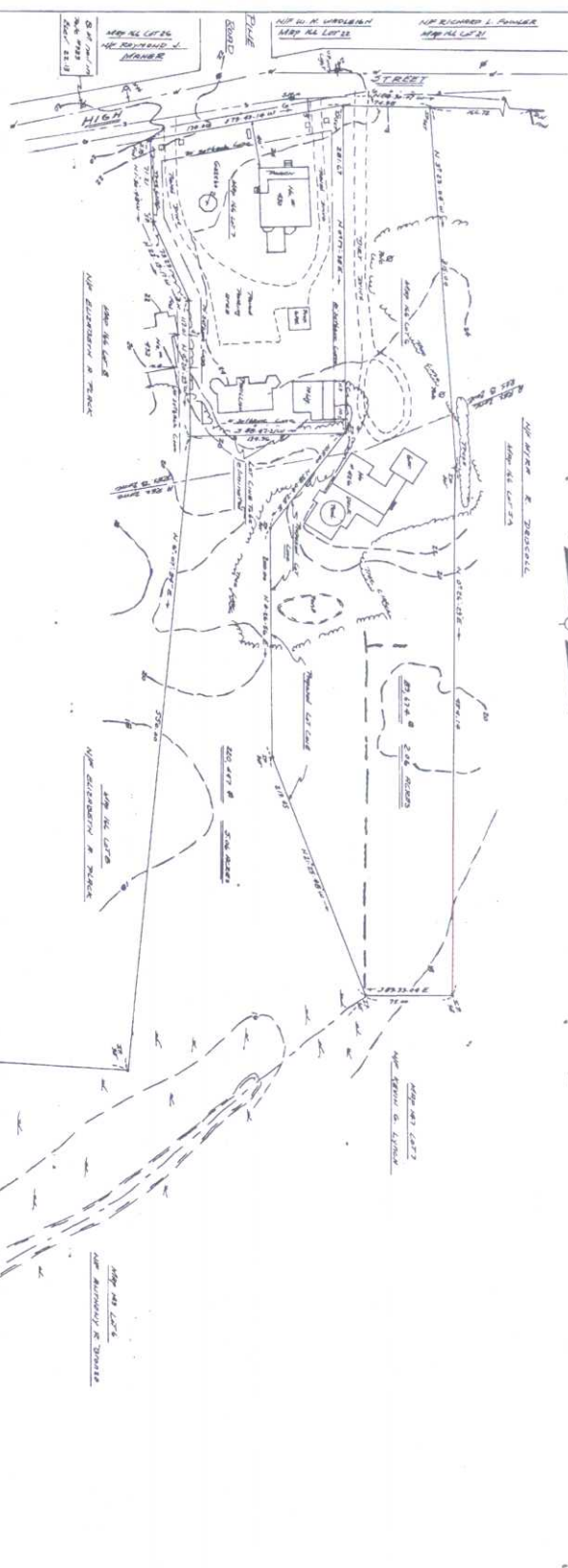
I understand that John McInnis Auctioneers will be auctioning this property on: \_\_\_\_\_, 2007. If this bid is the highest bid for the subject property, I agree to execute a purchase and sale agreement in the amount for the subject property within forty-eight (48) hours after the sale. I recognize that John McInnis Auctioneers has been retained to conduct the above auction on behalf of the seller and that its acceptance and placement of my absentee bid is purely an accommodation on the part of John McInnis Auctioneers and I, my successors and assigns agree and convenient that no liability on the part of John McInnis Auctioneers is incurred by reason of its acceptance and placement of this bid and further, I hereby release and waive any claims against John McInnis Auctioneers of whatever nature arising out of or because of this bid. In the event that I or my personal representation should fail, refuse or neglect to execute an deliver a valid and binding purchase and sale agreement for the within property, if this absentee bid is the highest bid therefore, then my deposit in the amount of \$ \_\_\_\_\_ which accompanies this bid shall be forfeited and I or my personal representatives may be liable for additional damages, costs and expenses incurred by the seller including attorneys fees. Furthermore, I have seen and fully understand the purchase and sales agreement for this property. If the auction is one with more than one property/lot/unit and my first choice above is not successful, I agree to place the same bid on the following: \_\_\_\_\_.

DATE: \_\_\_\_\_, 2007

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

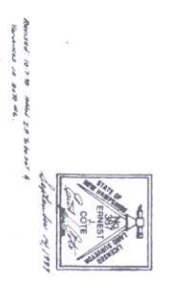
\_\_\_\_\_  
Print Name



NOTE: Subsequent to the above plan the following alterations were made, viz: the street frontage of the lots was increased to 100 ft. by the addition of the street frontage of the lots. The street frontage of the lots was increased to 100 ft. by the addition of the street frontage of the lots. The street frontage of the lots was increased to 100 ft. by the addition of the street frontage of the lots. The street frontage of the lots was increased to 100 ft. by the addition of the street frontage of the lots.

D-27648

APPROVED BY THE COMMISSIONERS OF THE LAND OFFICE  
 IN WITNESS WHEREOF  
 I HAVE SIGNED THESE  
 CONDITIONS AND  
 CONDITIONS  
 AND  
 CONDITIONS  
 AND  
 CONDITIONS



**ORDER OF RECORD**

VICTORIA SUBDIVISIONS S.L.C.  
 PLAN OF SUBDIVISION REGISTERED  
 V.L.C. 1200/1900 (1900/1900)  
 THE ABOVE IS THE PLAN OF THE  
 VICTORIA SUBDIVISIONS S.L.C.  
 REGISTERED IN THE OFFICE OF THE  
 LAND OFFICE UNDER V.L.C. 1200/1900  
 (1900/1900) ON THE 15th DAY OF  
 SEPTEMBER 1900.

**LOT LINE REVISION**

THESE ARE THE DIMENSIONS OF THE  
 LOTS AS SHOWN ON THE ABOVE  
 PLAN OF SUBDIVISION AS REVISED  
 BY THE COMMISSIONERS OF THE  
 LAND OFFICE ON THE 18th DAY OF  
 NOVEMBER 1900.





CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT			
KMJ REALTY TRUST NYHAN, PAMELA S TRUSTEE 430 HIGH ST HAMPTON, NH 03842		1 Level	1 All Public	1 Paved	2 Suburban	Description	Code	Assessed Value	Assessed Value
						COMMERC.	3020	468,700	468,700
						COM LAND	3020	194,000	194,000
						COMMERC.	3020	30,100	30,100
						COMMERC.	3222	72,600	72,600
Additional Owners:									
<b>SUPPLEMENTAL DATA</b> Other ID: 0166 0007 0000 OLD DATA TWN P TAX CLASS 1000 GIS ID: 166-7 ASSOC Pids:						<b>TOTAL</b> 765,400 765,400			

2215  
HAMPTON, NH

VISION

RECORD OF OWNERSHIP		BR-VOL/PAGE	SALE DATE	sq ft	SALE PRICE	% C.	PREVIOUS ASSESSMENTS (HISTORY)						
KMJ REALTY TRUST VICTORIA INVESTMENTS LLC BEYNON, WILLIAM S/ANICE S		3858/0945 3368/0422 2743/0228	10/11/2002 02/19/1999 06/01/1988	Q I Q I Q I	800,000 392,500 277,500	00 00 00	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	
							3020		468,700	3020		468,700	
							3020		194,000	3020		194,000	
							3020		30,100	3020		27,700	
							3222		72,600	3222		72,600	
<b>TOTAL:</b>							<b>765,400</b>	<b>Total:</b>	<b>763,000</b>	<b>Total:</b>	<b>763,000</b>	<b>Total:</b>	<b>763,000</b>

EXEMPTIONS			OTHER ASSESSMENTS			This signature acknowledges a visit by a Data Collector or Assessor					
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.			
<b>TOTAL:</b>											

ASSESSING NEIGHBORHOOD				
NH/SD/ SUB	INDID NAME	STREET INDEX NAME	TRACING	BATCH
0001/A				

NOTES		APPRaised VALUE SUMMARY	
THE VICTORIA INN BED & BREAKFAST 2000: LL REV W/LOT 6; ADDITION TO INN & RENOV. TO COTTAGE	2001: COMPLETE INN & COTTA GE RENOVATIONS 06: ADD 8X40 PTO;	Appraised Bldg. Value (Card)	464,400
		Appraised XF (B) Value (Bldg)	4,300
		Appraised OB (L) Value (Bldg)	30,100
		Appraised Land Value (Bldg)	194,000
		Special Land Value	0
		Total Appraised Parcel Value	765,400
		Valuation Method:	C
		Adjustment:	0
		Net Total Appraised Parcel Value	765,400

BUILDING PERMIT RECORD							VISIT/CHANGE HISTORY							
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Col	Purpose/Result
05-86-0782	06/22/2005	AD	Addition	2,000		0		FENCE	4/3/2006			06	PU	PICK UP
05-84-0488	04/20/2005	AD	Addition	2,500		0		8X40 CONCR SLAB	11/29/2000			01	PU	PICK UP
00-08-1006	08/23/2000	EL	Electric	2,800		0		POWER-COTTAGE	4/1/2000			00	PU	PICK UP
99-09-2453	09/10/1999	AD	Addition	108,655		0		ADD TO INN & COTTA	12/13/1995			92	PU	PICK UP
96-4-193	04/01/1996	RE	Remodel	3,300		0		ANNEX; PLU	2/23/1996			96	PU	PICK UP
95-6-95	06/06/1995	AD	Addition	11,050		0		ANNEX; ELR						
94-10-806	10/17/1994	AD	Addition	11,500		0		32X48 PAV						

LAND LINE VALUATION SECTION															
B #	Use Code	Use Description	Zone	D	Frontage	Depth	Units	Unit Price	L Factor	S.A.	C Factor	Acres	SP	Adj.	
1	302R	INNS MDL-01	RA	1			43,560 SF	2.64	1.50	0	0.0060	1.00	1.00	2 SITES/COMMERCIAL	
1	302R	INNS MDL-01	RA	1			4.06 AC	10,000.00	1.00	0	0.0060	0.53	1.00	TOPO	
<b>Total Card Land Units:</b>							5.06 AC	<b>Parcel Total Land Area:</b> 220,414 SF				<b>Total Land Value:</b> 194,000			

CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT			
K&J REALTY TRUST VYLAN, PAMELA S TRUSTEE 430 HIGH ST		1 Level	1 All Public	1 Paved	2 Suburban	Description	Code	Appraised Value	Assessed Value
						COMMERC.	3020	468,700	468,700
						COM LAND	3020	194,800	194,800
						COMMERC.	3020	30,100	30,100
						COMMERC.	3222	72,600	72,600
HAMPTON, NH 03842		SUPPLEMENTAL DATA							
Additional Owners:		Other ID:	0166 0007 0000						
		OLD DATA	TWN P						
		TAX CLASS	1000						
GIS ID: 166-7		ASSOC PID#			Total: 765,400 765,400				

2215  
HAMPTON, NH

VISION

RECORD OF OWNERSHIP				PREVIOUS ASSESSMENTS (HISTORY)							
BK-VOL/PAGE	SALE DATE	Q/H	V/I	SALE PRICE	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	
3858/0945	10/11/2002	Q	I	890,000.00	3020	3020	468,700	3020	3020	468,700	
3368/0422	02/19/1999	Q	I	392,500.00	3020	3020	194,800	3020	3020	194,800	
2743/0228	06/01/1988	Q	I	277,500.00	3020	3020	30,100	3020	3020	27,700	
					3222	3222	72,600	3222	3222	72,600	
Total:				765,400				Total: 763,000			

EXEMPTIONS			OTHER ASSESSMENTS					
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:								

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD				
NBHD SUB	NBHD NAME	STREET INDEX NAME	TRACING	BATCH
0001/A				

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	72,600
Appraised XF (B) Value (Rldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	0
Special Land Value	0
Total Appraised Parcel Value	765,400
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	765,400

NOTES				
WHITE SLAB (FUNC-USE) PAVILION ANNEX BLDG. BATHS:1-3PG:2-2PC. 2000:ADDED FULL DORMER UC: CHECK COMPLETION 2001:COMPLETED REMODEL				

BUILDING PERMIT RECORD								VISIT/CHANGE HISTORY						
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	CD	Purpose/Result
									4/3/2006			05	PU	PICK UP
									11/29/2009			01	PU	PICK UP
									4/1/2009			03	PU	PICK UP
									12/13/1996			97	PU	PICK UP
									2/23/1996			95	PU	PICK UP

LAND LINE VALUATION SECTION																			
B	Code	Use	Description	Zone	D	Frontage	Depth	Units	Unit Price	L	Area	C	SF	Adj.	Notes-Adj	Special Pricing	Adj. Unit Price	Land Value	
2	322B	COMM	BLDG MDL-07	RB	1			0.00	AC	0.00	1.00	0	0.0090	1.00					0

Total Card Land Units: 0 SF Parcel Total Land Area: 220,414 SF

Total Land Value: 0

Joyce Sheehan

003-929-5919

P.2

P.2

603-928-5919

Joyce Sheehan

Sep 26 07 09:25a

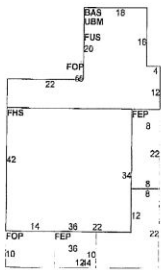
**CONSTRUCTION DETAIL**

Element	Cl	Ch	Description
Style	63		Antique
Model	01		Residential
Grade	06		Excellent
Stories	2.5		2 1/2 Stories
Occupancy	60		
Exterior Wall 1	11		Clapboard
Exterior Wall 2			
Roof Structure	03		Gable/Hip
Roof Cover	03		Asph/F Gls/Cmp
Interior Wall 1	05		Drywall/Sheet
Interior Wall 2			
Interior Flr 1	12		Hardwood
Interior Flr 2			
Heat Fuel	03		Gas
Heat Type	05		Hot Water
AC Type	01		None
Total Bedrooms	07		7 Bedrooms
Total Bathrooms	6		
Total 1/2 Baths	1		
Total Xtra Fixtr			
Total Rooms	13		13 Rooms
Bath Style	02		Modern
Kitchen Style	02		Modern

**CONSTRUCTION DETAIL (CONTINUED)**

Element	Cl	Ch	Description
<b>MIXED USE</b>			
Code	Description	Percentage	
302R	INNS MIDL-01	100	

<b>COST/MARKET VALUATION</b>	
Adj. Base Rate:	96.63
Section RCN:	515,999
Net Other Adj:	0.00
Replace Cost	\$15,999
AYB	1885
Dep Code	
Remodel Rating	
Year Remodeled	
Dep %	10
Functional Obsoles	0
External Obsoles	0
Cost Trend Factor	1
Condition	
% Complete	
Overall % Cond	90
Apprais Val	464,400
Dep % Ovr	0
Dep Ovr Comment	
Misc Imp Ovr	0
Misc Imp Ovr Comment	
Cost to Cure Ovr	0
Cost to Cure Ovr Comment	



<b>OB-OUTBUILDING &amp; YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)</b>																
Code	Description	Sub	Sub	Descrpt	L/B	Units	Unit Price	%	Code	Yp	Rt	Cond	%	Cond	Ypr	Value
FOP	SCREEN HOI				L	100	22.00	1991	0			80				1,800
PVLN	PAYLON				L	1,600	20.00	1995	0			81				25,900
PAT2	PATIO-GOOD				L	320	10.00		0			75				2,400
FPL3	2 STORY CHH				H	1	4,500.00	1998	1			100				4,300

No Photo On Record

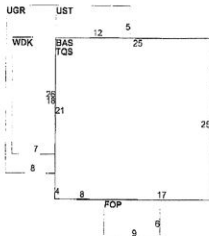
<b>BUILDING SUB-AREA SUMMARY SECTION</b>						
Code	Description	Living Area	Gross Area	ER Area	Unit Cost	Undeprc. Value
BAS	First Floor	1,952	1,952	1,952	96.63	188,620
FEP	Porch, Enclosed, Finished	0	296	266	86.84	25,703
FHS	1/2 Story, Finished	612	1,224	612	48.31	59,137
FOP	Porch, Open, Finished	0	561	168	28.94	16,234
FUS	Upper Story, Finished	1,952	1,952	1,952	96.63	188,620
URM	Basement, Unfinished	0	1,952	390	19.31	37,685
<b>Tot. Gross Liv/Lease Area:</b>		<b>4,516</b>	<b>7,937</b>	<b>5,340</b>		<b>515,999</b>

## CONSTRUCTION DETAIL

Element	Cd	Ch	Description
Style	06		Camp
Model	01		Residential
Grade	05		Average +20
Stories	1.75		1 3/4 Stories
Occupancy	1		
Exterior Wall 1	11		Clayboard
Exterior Wall 2			
Roof Structure	03		Gable/Hip
Roof Cover	03		Asph/F Gls/Cmp
Interior Wall 1	05		Drywall/Sheet
Interior Wall 2			
Interior Flr 1	09		Pine/Soft Wood
Interior Flr 2			
Heat Fuel	03		Gas
Heat Type	02		Floor Furnace
AC Type	01		None
Total Bedrooms	02		2 Bedrooms
Total Bathrms	2		
Total Half Baths	0		
Total Xtra Fixtrs			
Total Rooms	5		5 Rooms
Bath Style	02		Modern
Kitchen Style	02		Modern

## CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Ch	Description
<b>MIXED USE</b>			
Code	Description	Percentage	
322B	COMM BLDG MDL-01	100	
<b>COST/MARKET VALUATION</b>			
Adj. Base Rate:	67.09		
Section RCN:	80,645		
Net Other Adj:	0.00		
Replace Cost	80,645		
LYB	1995		
Dep Code			
Remodel Rating			
Year Remodeled			
Dep %	10		
Functional Obsolete	0		
Physical Obsolete	0		
Cost Trend Factor			
Condition			
% Complete			
Overall % Cond	90		
Apprais Val	72,600		
Dep % Ovr	0		
Dep Ovr Comment			
Misc Imp Ovr	0		
Misc Imp Ovr Comment			
Cost to Cure Ovr	0		
Cost to Cure Ovr Comment			



## OB-OUTBUILDING &amp; YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)

Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Calc	Ep	Rt	Cond	% Cond	App Value

No Photo On Record

## BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Garage Area	EE Area	Unit Cost	Undeprc. Value
RAS	Fist Floor	625	625	625	67.99	41,933
FOP	Porch, Open, Finished	0	51	16	19.88	1,073
TQS	Three Quarter Story	469	625	469	50.35	31,466
UGR	Garage, Under	0	388	52	16.77	3,489
UST	Utility, Storage, Unfinished	0	60	21	23.48	1,409
WDK	Deck, Wood	0	126	19	10.12	1,275

Ttl. Gross Liv/Lease Area: 1,094 1,628 1,202 80,645

Sep 17 01 04:25p Joyce Brennan  
09/11/2001  
15:55:00

TOWN OF HAMPTON - LIVE  
REAL ESTATE TAX STATEMENT

PAGE 1

PARCEL: 166-0007-0000

LOCATION: 430 HIGH ST

CURRENT OWNER:

KMJ REALTY TRUST  
NYHAN, PAMELA S TRUSTEE  
430 HIGH ST  
HAMPTON NH 03842

CURRENT STATUS:

ACRES: 5.060  
LAND VALUATION: 194,000  
BUILDING VALUATION: 571,400  
EXEMPTIONS: 0  
TAXABLE VALUATION: 765,400

DEED DATE: 10/11/2002 BOOK/PAGE: 3858/0945 INTEREST DATE: 09/17/2007

YEAR	TYPE	CHARGE	BILLED	PRIN DUE	INT/COST	TOTAL DUE
2007	RE-R 1	TOWN TAX	7,389.94	.00	.00	
PAID						
7/2007		<del>BILLS</del> → 0718	7,389.94	.00	.00	.00
2006	RE-R 1	TOWN TAX	6,850.33	.00	.00	
PAID						
2006	RE-R 2	TOWN TAX	7,929.54	.00	.00	
PAID						
TOTAL		<del>BILLS</del> → 0629	14,779.87	.00	.00	.00
2006						
GRAND TOTALS			22,169.81	.00	.00	.00

**TAX COLLECTOR**  
100 WINNACUNNET RD.  
HAMPTON, NH 03842-2192



## Print Preview of Frontend Printer Page 00001 of 00002



Account Number: 200160769

Total Charges: \$1553.52

Statement Date: 09/18/07

Service From: 430 HXGM ST

HAMPTON HI 02042

Contact Us: (800) 401-4000

Web site: [www.aquarionwater.com](http://www.aquarionwater.com)

Meter #	Billing Period	Days	Meter Reading	Reading Type	Usage	Next Reading
4320310 (179)	06/12/07 - 09/07/07	94	From / To 2036 / 2225	Actual	179 Actual cubic feet (134 theoretical)	Approximately 12/12/07

## Account Detail

Outstanding Balance 978.43

Late Payment Charge 7.04

Outstanding Balance Due Immediately 977.47

## Current Charges

Service Charge 28.90

Usage Charge 179 ccf @ \$3.041 544.37

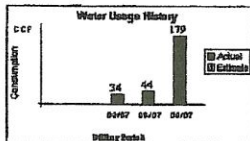
Temp Rate Resuspension Surcharge 0.82

Rate Case Expense Surcharge 1.96

Total Current Charges Due By 10/15/2007 976.95

Total Balance \$ 1553.52

Amount Due after 10/15/2007 1031.20



## SPECIAL NOTES

**CONTACT INFORMATION** Please call our office for questions about your account, payment locations or to obtain a copy of our rate schedules at (800) 401-4000 or to (800) 401-4000. For other hour emergencies, call (603) 926-3319 ext. 9.

MORTGAGEE'S FORECLOSURE OF  
Real Estate at

# AUCTION

Turn Key Historic Inn with Full Kitchen Facilities  
The Victoria Inn  
*430 High Street - Hampton, New Hampshire*

**THURSDAY - OCTOBER 11 AT 10 AM**

**Open Houses:**

**Sunday Sept 30<sup>th</sup> and Monday Oct 8<sup>th</sup> 1-3 PM**

John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank to offer this elegantly restored Victorian Style Inn at public foreclosure auction. Don't miss this opportunity to buy this investment property!

*Currently operating as a Bed and Breakfast on the New Hampshire Seacoast  
Can be easily converted to single family home*

- 6 Guest Rooms - 14 Total Rooms -
- 6 Full Baths & 1 Half Bath - Pavilion Facility-Full Kitchen -
- 1<sup>st</sup> Floor Laundry - Wood Fireplace - Gazebo - Porch-Sunroom -
- Air Conditioning -

AREA ATTRACTIONS: Outstanding restaurants • Historic Portsmouth • Theatre and arts events • Factory outlet shopping close by • Walking distance to the sandy beaches of the Atlantic Ocean • Whale watching and harbor cruises • Deep-sea fishing, golf courses • Berry patches, apple orchards (u-pick) • Winter sleigh rides and cross-country skiing • Antiquing • bicycling

**CALL 800-822-1417**

For complete terms, information and bidder's prospectus  
[mcinnisauctions.com](http://mcinnisauctions.com)

**TERMS OF THE SALE:** A deposit of \$10,000.00 will be required to be paid by the purchaser by certified or bank check at the time and place of sale. The balance is to be paid by certified or bank check within thirty (30) days of the date of the sale at the firm of Connolly and Connolly, 51 Green Street, Newburyport, Massachusetts. Other terms, if any, to be announced at the sale. A memorandum of sale shall be executed by the purchaser (Purchase and Sale Agreement) immediately following the completion of the auction.



978-388-0400 Fax: 978-388-8863  
76 Main Street Amesbury, MA 01913  
NH Lic# 2182

# Town of Hampton

43-93  
#2

mail 7-23-93



## ZONING BOARD OF ADJUSTMENT

### PETITION FOR PUBLIC HEARING

Owner WILLIAM & JANICE BEYNON Address 430 HIGH STREET, HAMPTON

Option Holder \_\_\_\_\_

Property Address 430 HIGH STREET Map 166 Lot 007

Appeal for Variance X Special Exception \_\_\_\_\_ Administrative Decision \_\_\_\_\_

Article (s) \_\_\_\_\_

Description of Appeal REQUEST TO ADD SEPARATE 2 BEDROOM 24'X36' HOME FOR INNKEEPERS QUARTERS TO EXISTING LOT PER ATTACHED PLOT PLAN.

<u>NAME</u>	<u>ABUTTERS</u>	<u>MAILING ADDRESS</u>
<u>ROBERT L. SURRETT</u>	<u>PO Box 761</u>	<u>HAMPTON, NH 03842</u>
<u>ROBERT &amp; TERESA SCHREIR</u>	<u>1 PINE ROAD</u>	<u>HAMPTON, NH 03842</u>
<u>CLYDE &amp; LINDA DRISCOLL</u>	<u>426 HIGH STREET</u>	<u>HAMPTON, NH 03842</u>
<u>ELIZABETH PLACK</u>	<u>434 HIGH STREET</u>	<u>HAMPTON, NH 03842</u>

List additional abutters on a separate sheet of paper.  
DATE 6/30/93 SIGNED [Signature]

DO NOT FILL IN BELOW THIS LINE

Petition Granted 3-2 Petition Not Granted \_\_\_\_\_

Conditions upon which petition (not) granted 2nd bldg. not to be sold sep-  
1. 5 Yrs 4. 5 Yrs anxiety or rented.  
2. 5 Yrs 5. 4 Yrs, 5 No  
3. 5 Yrs.

Date 22 July 1993 Chairman [Signature]  
Clerk [Signature]

## Town of Hampton

43-93

#1

mail 7-23-93



## ZONING BOARD OF ADJUSTMENT

## PETITION FOR PUBLIC HEARING

Owner WILLIAM & JANICE BEYNON Address 430 HIGH STREET, HAMPTON  
 Option Holder \_\_\_\_\_  
 Property Address 430 HIGH STREET Map 166 Lot 007  
 Appeal for Variance \_\_\_\_\_ Special Exception X Administrative Decision \_\_\_\_\_  
 Article (s) III-3.4  
 Description of Appeal REQUEST TO ADD (3) ADDITIONAL BEDROOMS INCLUDING  
(1) FOR HANDICAPPED GUESTS TO EXISTING (6) BEDROOM BED & BREAKFAST  
OPERATION, EXPAND DINING ROOM TO ACCOMMODATE ADDITIONAL GUESTS.

NAME	ABUTTERS	MAILING ADDRESS
ROBERT L. SURRETT	PO BOX 761	HAMPTON, NH 03842
ROBERT & TERESA SCHREIR	1 PINE ROAD	HAMPTON, NH 03842
CLYDE & LINDA DRISCOLL	426 HIGH STREET	HAMPTON, NH 03842
ELIZABETH PLACK	434 HIGH STREET	HAMPTON, NH 03842

List additional abutters on a separate sheet of paper

DATE 6/30/93SIGNED [Signature]

DO NOT FILL IN BELOW THIS LINE

Petition Granted 50 Petition Not Granted \_\_\_\_\_

Conditions upon which petition (not) granted \_\_\_\_\_

Date 22 July 1993Chairman [Signature]Clerk [Signature]

*Town of Hampton*



September 21, 2007

Ken & Lisa Sakurai  
426 High Street  
Hampton, NH 03842

Re: Motion for Rehearing re 430 High Street – 36-07

Dear Mr. & Mrs. Sakurai:

The Board considered and discussed the above-captioned matter at its Business Meeting on September 20, 2007.

After discussion, the Board moved to deny the Motion for Rehearing.

Sincerely,

*Thomas McGuirk*

Thomas McGuirk, Chairman  
Zoning Board of Adjustment

TM/elm



## HAMPTON ZONING BOARD OF ADJUSTMENT

### NOTICE OF DECISION

DATE: 7/20/07

36-07 The petition of KMJ Realty Trust, Pamela S. Nyhan, Trustee for property located at 430 High Street seeking relief from Articles 3 Use Regulations "Functions", 6.1, 6.2, 6.3.5, 1.3, 1.6 (definition of parking space – as to "surfaced area" only) to use the premises for "functions", including without limitation, weddings, receptions, showers, retirement/anniversary/engagement parties with parking for up to 99 guests provided onsite and parking for guests from 100-148 to be provided at a remote, off-site municipal parking area with shuttle service to the site. This property is located at Map 166, Lot 7 in a RB zone.

Regarding Article(s) 3 Use Regulations "Functions", 6.1, 6.2, 6.3.5, 1.3, 1.6 (definition of parking space – as to "surfaced area" only) of the Zoning Ordinance has/have been

granted  
 denied

subject to conditions listed below, by the affirmative vote of at least three (3) members of the Zoning Board of Adjustment.

CONDITIONS: See attached copy of the original petition, which has been signed by the ZBA Chairman and Clerk.

NOTE: Any person affected has a right to appeal this decision. If you wish to appeal, you must act within thirty (30) days of the date of the hearing (RSA 677.2). The necessary step, before any appeal may be taken to the courts, is to apply to the Board of Adjustment for a rehearing. The motion for rehearing must set forth all grounds on which you will base your appeal.

See New Hampshire Statutes, RSA Chapter 677, for details.

## **SECURED PARTY BILL OF SALE**

The Newburyport Five Cents Savings Bank (the "Secured Party") in its capacity as holder of a security interest in certain assets of KMJ Realty Trust (the "Debtor"), in consideration of the payment by \_\_\_\_\_ (the "Purchaser") of the foreclosure sale price as set forth in the Memorandum of Sale executed on October 11, 2007 of the property known as "The Victoria Inn", 430 High Street, Hampton, New Hampshire, including all the personal property located therein, and for other good and valuable consideration, hereby grants, sells, transfers and delivers to the Purchaser, all of the Debtor's right, title and interest in and to the personal property described on Exhibit A attached hereto, in which the Secured Party claims a security interest (the "Property"). The Property described on Exhibit A is an approximation only and the Seller shall not be responsible for the accuracy or completeness of the description set forth therein.

Upon acceptance of the terms of this Bill of Sale and payment of the foreclosure sale price, and upon payment of any applicable taxes to the Secured Party, the Purchaser shall accept delivery of the Property at "The Victoria Inn", 430 High Street, Hampton, New Hampshire (the "Premises").

Any and all storage charges from October 11, 2007, and all transportation and shipping charges shall be borne by the Purchaser. The Purchaser shall, in addition to the other amounts payable hereunder, pay all sales, use and other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transaction contemplated herein. Without limiting the foregoing, the Purchaser shall pay to the Secured Party an amount equal to any such taxes actually paid or required to be collected by the Secured Party prior to or concurrently with delivery of the Property.

**THE SECURED PARTY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. THE PROPERTY IS SOLD "AS IS" AND "WHERE IS" AND THE SECURED PARTY MAKES NO WARRANTIES AS TO, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF, TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PURPOSES WHATSOEVER.**

By acceptance of this Bill of Sale, the Purchaser agrees to indemnify and hold harmless the Secured Party from and against any loss, cost or expense which the Secured Party may incur on account of any claims arising from any damage to the Premises, or to any other properties, caused by the Purchaser's entry upon the Premises or other properties and the disconnection, dismantling, packing or removal of the Property.

IN WITNESS WHEREOF, the undersigned have executed this Secured Party Bill of Sale as of this 11<sup>th</sup> day of October, 2007.

The Newburyport Five Cents Savings Bank

By: \_\_\_\_\_  
Kimberley A. Foulkes  
Vice-President

Accepted and agreed:

Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO SECURED PARTY BILL OF SALE**  
**PERSONAL PROPERTY**

Victoria Inn  
430 High Street  
Hampton, New Hampshire

**Dining Room**

Two Cherry Tables with leaves  
Two Arm Chairs  
Eight Side Chairs  
Cherry China Closet/Hutch  
Cherry Server  
China Set, service for 16  
Cutlery Set, service for 16  
Window AC Unit

**Kitchen**

Pine Table  
Two Pine Benches  
Two Pine Side Chairs  
Six Burner Commercial Stove  
Wall Oven  
Two Door Refrigerator  
Coffee Machine  
Toaster  
Microwave

**Utility Room**

Washing Machine  
Dryer

**Basement**

Refrigerator  
Freezer  
Two Door Drink Cooler  
Telephone Terminal Gust Phones  
Two ox Fans  
Two Sump Pumps

## **Second Floor Foyer**

Sofa Table  
Two Antique Side Chairs  
Wall Mirror  
Fire Extinguisher

## **First Floor Grand Foyer**

Eight Foot Groaning Table  
Cherry Podium  
Two Wall Mirrors  
Round Table  
Two Wall Mounted Candlesticks  
Two Pictures  
Table Lamp

## **Guest Living Room**

Four Crystal Table Lamps  
Coffee Table  
Four End Tables  
Love Seat  
Two Brown Arm Chairs

## **Morning Room**

Forty eight inch Round  
Wicker Table with Glass Top  
Eleven Wicker Chairs  
Wicker Serving Cart  
Wooden Storage Rack

## **Front Porch**

Wicker Love Seat with Cushions  
Forty eight inch Round  
Wicker Table  
Two Wicker End Tables  
Wicker Coffee Table  
Two Wicker Side Chairs  
Two Wood Rocking Chairs

## **Magnolia Room - Room # 1**

Queen Size Headboard & Frame  
Queen Size Mattress & Box Spring  
Rocking Chair  
Antique Side Chair  
Forty Eight inch Round Table with Glass Top

Twenty Four inch Round Table with Glass Top  
Ladies Antique Dresser with Mirror and Glass Top  
Three Table Lamps  
Television with remote  
Telephone  
Window AC Unit  
Ceiling Fan  
Window Treatments  
Clock Radio

### **Honeymoon Suite - Room # 2**

King Size Planter Bed  
King Size Hi Rise Mattress & Box Spring  
Two Slipper Chairs  
Antique Side Chair  
Empire Dresser  
Round Table, 24", with glass top  
Three Table Lamps  
Floor Lamp  
Night Table  
Television with remote  
Telephone  
Window AC Unit  
Ceiling Fan  
Window Treatments  
Clock Radio

### **Iris - Room # 3**

Queen Size Headboard & Frame  
Queen Size Mattress & Box Spring  
Queen Anne Chair  
Antique Drop Top Table  
Antique TV Table  
Cherry Dresser  
Wall Mirror  
Floor Lamp  
Clock Radio  
Table Lamp  
TV/Remote  
Telephone  
Window AC Unit  
Ceiling Fan  
Window Treatments  
Night Table

### **Peach - Room #4**

King Size Brass Head Board & frame  
King Size Mattress & Box Spring  
Love Seat  
Queen Anne Chair  
Drop Leaf Table  
Antique Side Chair  
Two Night Tables  
Two Table Lamps  
Floor Lamp  
Television with remote  
Clock Radio  
Window AC Unit  
Window Treatments  
Telephone

### **Victoria - Room #5**

Queen Size Cherry Head Board  
Queen Size High Rise Mattress  
And Box Spring  
Ladies Cherry Dresser with Mirror  
Men's Cherry Dresser  
Cherry Night Table  
Two Table Lamps  
Table Floor Lamp  
Round Table with Glass Top  
Television with Remote  
Clock Radio  
Window AC Unit  
Ceiling Fan  
Telephone  
Wall Mirror

### **Third Floor Foyer**

Fire Extinguisher  
Wall Mirror

### **Third Floor Widow's Walk**

Two Rocking Chairs  
Table



## **Sun Porch**

Antique Chaise Lounge  
Table  
Table Lamp  
Ceiling Lamp  
Fan Unit

## **Gazebo**

Wrought Iron Table  
Four Wrought Iron Chairs

## **Cottage Apartment**

Fridge  
Gas Stove  
Hood  
Two Door Cabinet

## **Cottage Kitchen**

Stainless Three Bay Sink  
36" Commercial Gas Stove  
Stainless Two Door Reach in Refrigerator  
Stainless Counter Top, 12'  
Pot Rack  
Twelve 60" Round Tables  
Four Eight Foot Long Tables  
Five Six Foot Long Tables  
Three Four Foot Long Tables

## **Pavilion**

Two Wicker Chairs  
Two Wicker Tables  
Four Plastic Chairs