



For Sale

# Retail Condominium Portfolio

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## 58 Macy Street, Units 4-13 Amesbury, MA

### Property Highlights

- Multi-tenant property on busy Route 110 offers strong visibility and seamless access to I-495 and I-95, making it a prime investment on a growing commercial corridor
- Anchored by established service-oriented tenants, the property provides stable rental income with long-term leases in place
- Zoning allows for a variety of uses including retail, office, restaurant, barber shop, private day care/kindergarten, veterinary hospital, and more
- Just over 1 mile from downtown Amesbury, a popular destination for its many restaurants, boutiques, breweries, and other amenities

**List Price \$1,750,000**

**Submit NDA for Offering Memorandum**

Information herein has been obtained from sources deemed reliable, however its accuracy cannot be guaranteed by Colliers International | New Hampshire & Maine. The user is required to conduct their own due diligence and verification. Colliers International | New Hampshire & Maine is independently owned and operated.

# Non-Disclosure Agreement

The undersigned acknowledges that Colliers | New Hampshire has furnished to the undersigned potential buyer ("Buyer") certain proprietary data ("Confidential Information") relating to the business affairs and operations of the following for **58 Macy Street, Units 4-13, Amesbury, MA**.

It is acknowledged by Buyer that the information provided by Colliers | New Hampshire is confidential; therefore, Buyer agrees not to disclose it and not to disclose that any discussions or contracts with Colliers | New Hampshire or **Rock Church Ministries** have occurred or are intended, other than as provided for in the following paragraph.

It is acknowledged by Buyer that information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by Buyer, except as provided in this agreement, may cause serious harm or damage to **Rock Church Ministries**, and its owners and officers. Therefore, Buyer agrees that Buyer will not use the information furnished for any purpose other than as stated above, and agrees that Buyer will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part to any third party; provided, however that (a) information furnished maybe disclosed only to those directors, officers and employees of Buyer and to Buyer's advisors or their representatives who need such information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by Buyer of the confidential nature of such information and shall be directed by Buyer to treat such information confidentially), and (b) any disclosure of information may be made to which Colliers | New Hampshire consents in writing. At the close of negotiations, Buyer will return to Colliers | New Hampshire all records, reports, documents, and memoranda furnished and will not make or retain any copy thereof.

Buyer understands that Colliers is the sole Broker involved in this transaction. Buyer acknowledges that it is not acting as a Broker in requesting this information. Should Buyer elect to utilize a Broker of their own, Buyer shall be solely responsible for compensating their Broker.

BUYER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (typed or printed)





# Commonwealth of Massachusetts

## BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS

<http://www.mass.gov/ocabr/licensee/dpl-boards/re/>

### MASSACHUSETTS MANDATORY LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE

#### THIS IS NOT A CONTRACT

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

#### THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific residential property. If there is no personal meeting between you and the licensee, this form must be presented electronically or through some other means before the licensee enters into a contract with a consumer. Residential property is defined as land with a building intended for use as a one to four-unit residential dwelling or the purchase or sale of land on which a building is intended to be constructed for use as a one- or two-unit residential dwelling. In the event this relationship changes an additional disclosure must be provided and completed at that time.

#### CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a licensee to provide advice, assistance and representation to you as your agent. The licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent) or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

**For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.**

#### THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE LICENSEE NAMED BELOW IS WORKING AS A:

Check one:     Seller's agent             Buyer's agent             Facilitator

*If seller's or buyer's agent is checked above, the licensee must complete the following section:*

Check one:     Non-Designated Agency

The real estate firm or business listed below and all other affiliated agents are also working as the agent of the

Seller     Buyer

Designated Agency

Only the licensee named herein represents the

Seller     Buyer (designated seller agency or designated buyer agency). In this situation any other agents affiliated with the firm or business listed below do not represent you and may represent another party in your real estate transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:

_____ Signature of Licensee	_____ <i>Printed name of Licensee</i>	_____ <i>License #</i>	<input type="checkbox"/> Broker <input type="checkbox"/> Salesperson	_____ <i>Today's Date</i>
_____ Name Real Estate Brokerage Firm	_____ <i>Brokerage Firm License #</i>			_____
_____ Signature of consumer	_____ <i>Printed name of consumer</i>		<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	_____ <i>Today's Date</i>
_____ Signature of consumer	_____ <i>Printed name of consumer</i>		<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	_____ <i>Today's Date</i>

Check here if the consumer declines to sign this notice.

## TYPES OF AGENCY REPRESENTATION

### SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

### BUYER'S AGENT

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

### (NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

### DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at [www.mass.gov/dpl/re](http://www.mass.gov/dpl/re).

### DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at [www.mass.gov/dpl/re](http://www.mass.gov/dpl/re).