



Direct Waterfront Estate
38 Laurel Lane
New Castle, New Hampshire

Online-only Bidding Ends: Wednesday, May 15th at 1:00 p.m.

38 Laurel Lane is located on a high perch overlooking the Piscataqua with panoramic water views. This expansive 1.52± acre property offers a generous 95.99± feet of water frontage. Facing due west, this idyllic escape boasts spectacular sunsets stretching towards Lady Isle and offers direct access to the river. The original 1920s Tudor-style home brimming with character and history has 3,966± square feet of living space, featuring 5 bedrooms and 4 bathrooms serviced by public water and sewer. Assessed Value: \$3,718,700. Map 11, Lot 32.

Inspection: By *appointment only* for qualified bidders on May 6th, 7th, 10th & 11th. Please email: info@paulmcinnis.com to schedule your appointment.



BID ONLINE

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DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

SUGGESTED DUE DILIGENCE CHECKLIST

38 Laurel Lane, New Castle, NH

BIDDING OPENS: **Monday, May 13th at 9:00 a.m.**

BIDDING ENDS: **Wednesday, May 15th at 1:00 p.m.**

ITEMS TO COMPLETE –

- Review the General Terms & Conditions
- 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 paul@paulmcinnis.com



GENERAL TERMS & CONDITIONS

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

BIDDER REGISTRATION: In order to bid online, any prospective bidder must first request and review a property information package. The next step is to create an online bidding account at auction.paulmcinnis.com/auctions. 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 \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, May 16th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$25,000 Bidder Deposit to our office. 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, May 13th at 9:00a.m. and the bidding will end on Wednesday, May 15th 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.

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

PROPERTY CONDITIONS: Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Trustee, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Trustee, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all



documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Trustee, Paul McInnis LLC or their agents.

BUYER'S PREMIUM: A 7% (Seven Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 7% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

SUCCESSFUL BIDDER: The successful bidder is defined as, that registered bidder who placed the highest bid as declared by the Auctioneer and the highest bid being acceptable to the Trustee. The successful bidder will be notified via email, as well as by telephone confirmation by the Auctioneer.

REAL ESTATE PURCHASE & SALE AGREEMENT: A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the real estate Purchase & Sale Agreement together with all Trustee disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Thursday, May 16th 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, May 16th at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

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

RESERVATION OF RIGHTS: Sale is subject to confirmation of the Trustee. The Trustee in their sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Trustee reserves the right to accept or reject the high bid. The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction. Auctioneer reserves the right to have one hour after the close of the auction to verify bids and to re-open the auction if there is any disruption caused by computer errors.

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: paul@paulmcinnis.com or justin@paulmcinnis.com

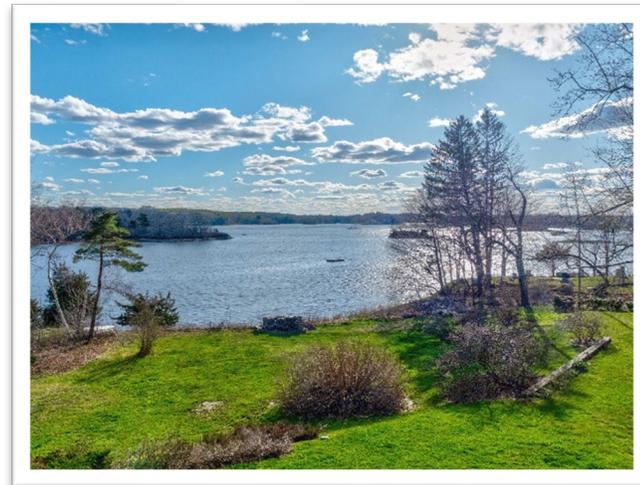


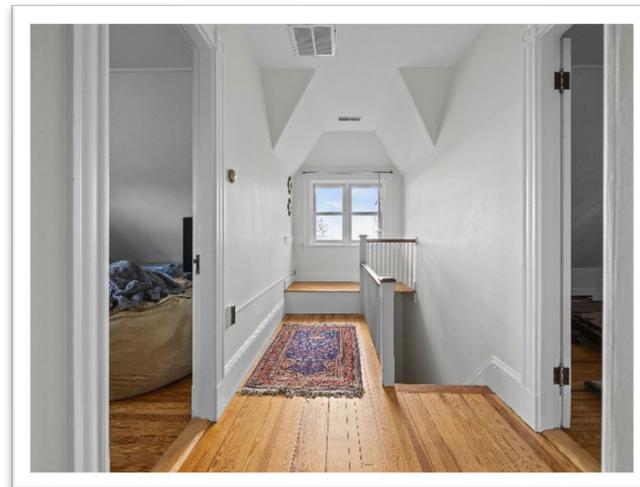
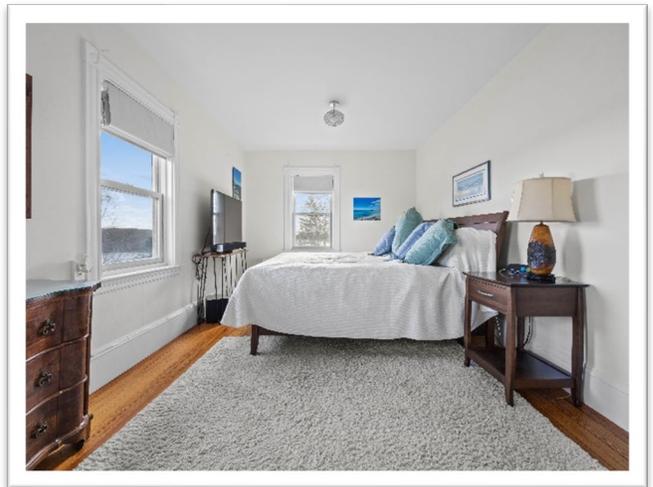
EXECUTIVE SUMMARY

ADDRESS	38 Laurel Lane, New Castle, NH
TOWN REFERENCE	Map 11, Lot 32
ROCKINGHAM COUNTY DEED REFERENCE	Warranty Deed - Book 5878, Page 1522 Plan D-39827 & D-41106
ASSESSED VALUE	\$3,718,700
2023 TAX RATE	\$4.98/\$1,000
2023 TAXES	\$18,519
UTILITIES	Water: Public Sewer: Public
ACREAGE	1.52± Acres
ROAD FRONTAGE	114± Feet
WATER FRONTAGE	95.99± feet
ZONING	RD Residential District

TYPE	Tudor
YEAR BUILT	1920±
LIVING AREA	3,966± sq. ft.
BASEMENT	Unfinished, walkout, exterior entry, interior entry
HEAT FUEL	Oil
HEAT TYPE	Hot water
ELECTRIC	200 Amp
WATER HEATER	Off boiler
PLUMBING	Copper & PVC
GARAGE	Yes, 1 car detached

Take a virtual tour [HERE](#)





Town of New Castle

[Print Now](#)

Parcel ID: 000011 000032 000000 (CARD 1 of 1)
 Owner: LEONARD, WINSTON REALTY TRUST
 HUGHES, MARK E. TRUSTEE
 Location: 38 LAUREL LANE
 Acres: 1.528

General

Valuation	
Building Value:	\$562,600
Features:	\$28,400
Taxable Land:	\$3,127,700
<hr/>	
Card Value:	\$3,718,700
Parcel Value:	\$3,718,700

Listing History	
<u>List Date</u>	<u>Lister</u>
03/30/2022	CRPR
06/12/2020	CRPR
04/16/2019	CRVM
04/13/2017	CRVM
07/25/2016	CRHC

Notes: CREAM/TAN; GCFA; GAR=H 13X20 1 FPL UNUSEABLE; 5/12/08 BP TO CONVERT SHOP INTO WORK AREA; 6/20; WOMAN @ DOOR SAYS FPL NOT STARTED; CK 21;

History Of Taxable Values

Tax Year	Building	Features	Land	Value Method	Total Taxable
2023	\$562,600	\$28,400	\$3,127,700	Cost Valuation	\$3,718,700
2022	\$562,600	\$28,400	\$3,127,700	Cost Valuation	\$3,718,700
2021	\$678,900	\$27,900	\$3,127,700	Cost Valuation	\$3,834,500
2020	\$515,100	\$21,600	\$1,138,300	Cost Valuation	\$1,675,000
2019	\$515,100	\$21,600	\$1,138,300	Cost Valuation	\$1,675,000
2018	\$515,100	\$21,600	\$1,138,300	Cost Valuation	\$1,675,000
2017	\$515,100	\$21,600	\$1,138,300	Cost Valuation	\$1,675,000
2016	\$447,900	\$61,400	\$1,207,200	Cost Valuation	\$1,716,500
2015	\$483,300	\$65,200	\$1,100,300	Cost Valuation	\$1,648,800
2014	\$483,300	\$65,200	\$1,100,300	Cost Valuation	\$1,648,800
2013	\$483,300	\$65,200	\$1,100,300	Cost Valuation	\$1,648,800
2012	\$483,300	\$65,200	\$1,100,300	Cost Valuation	\$1,648,800
2011	\$483,300	\$65,200	\$1,100,300	Cost Valuation	\$1,648,800
2010	\$457,100	\$65,200	\$1,464,500	Cost Valuation	\$1,986,800
2009	\$457,100	\$65,200	\$1,464,500	Cost Valuation	\$1,986,800
2008	\$457,100	\$65,200	\$1,464,500	Cost Valuation	\$1,986,800
2007	\$436,600	\$72,900	\$1,001,300	Cost Valuation	\$1,510,800
2006	\$436,600	\$72,900	\$1,001,300	Cost Valuation	\$1,510,800

Sales

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
12/11/2017	IMPROVED	YES	\$1,750,000	CLARK, LAURIE P - TRUSTEE	5878	1522
11/06/2002	IMPROVED	NO - FAMILY/RELAT GRNTR/E	\$0	CLARK, LAURIE P	3877	2389

Land

Size: 1.528 Ac.
Zone: 01 - RD RES DISTRICT
Neighborhood: AVG +10 110%
Land Use: 1F RES
Site: GOOD
Driveway: PAVED
Road: PAVED
Taxable Value: \$3,127,700

Waterfront Description: BAY, NATURAL AND/OR ROCKY, MAIN BODY

Land Type	Units	Base Rate	NC	Adj	Site	Road	Dway	Topo	Cond	SPI	R	Tax Value	Notes
1F RES	0.460 AC	620,000	F	110	105	100	100	95 MILD	100	0	N	680,300	
1F RES	1.068 AC	100,000	X	100	0	0	0	90 ROLLING	100	0	N	96,100	
BAY	97 WF	2,500,000			0	0	0	95 MILD	100	0	N	2,351,300	

Building

2.5 STORY CONVENTL Built In 1920

Roof: GABLE OR HIP
Exterior: ASPHALT
Interior: ABOVE AVG
Flooring: PLASTERED
Heat: PINE/SOFT WD
 OIL
 HOT WATER
Bedrooms: 5
Bathrooms: 4.0
Extra Kitchens: 0
Fireplaces: 2
Generators: 0
AC: NO
Quality: AVG+30
Size Adj. 0,9484
Base Rate: 125.00
Building Rate: 1,4130
Sq. Foot Cost: 176.63
Effective Area: 4,550
Gross Living Area: 3,966
Cost New: \$803,667

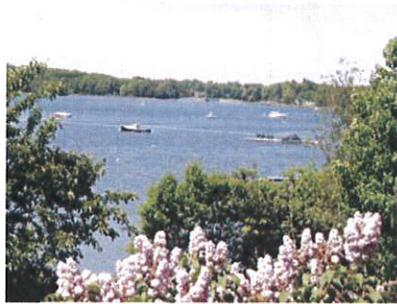
Depreciation						
Normal AVERAGE	Physical	Functional	Economic	Temporary	Total Dpr.	Assessment
30%	0%	0%	0%	0%	30%	\$562,600

Features

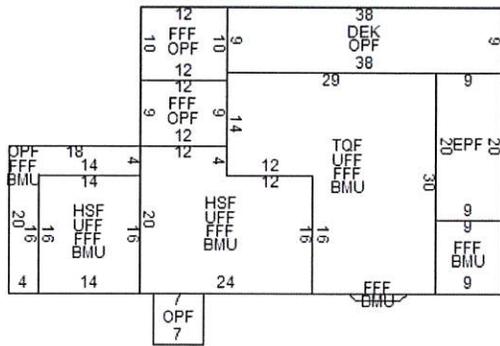
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Value	Notes
GARAGE-1.5 STY	260	13 x 20	122	34.00	250	\$26,962	
PATIO	300	15 x 20	113	7.00	40	\$949	
BOAT DOCK	125	5 x 25	188	20.00	10	\$470	FAILING
Total:						\$28,400	

Photo



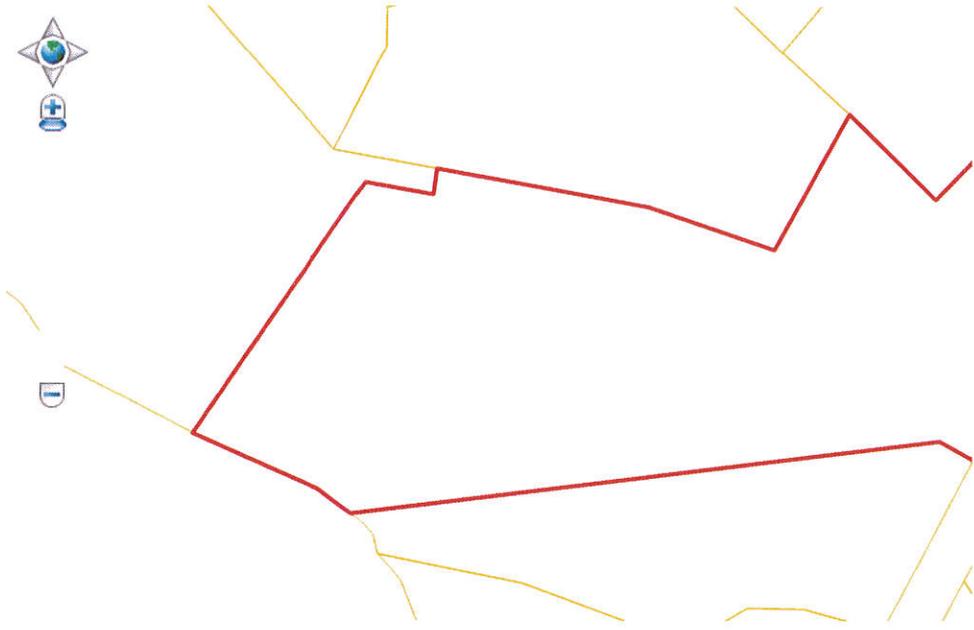


Sketch

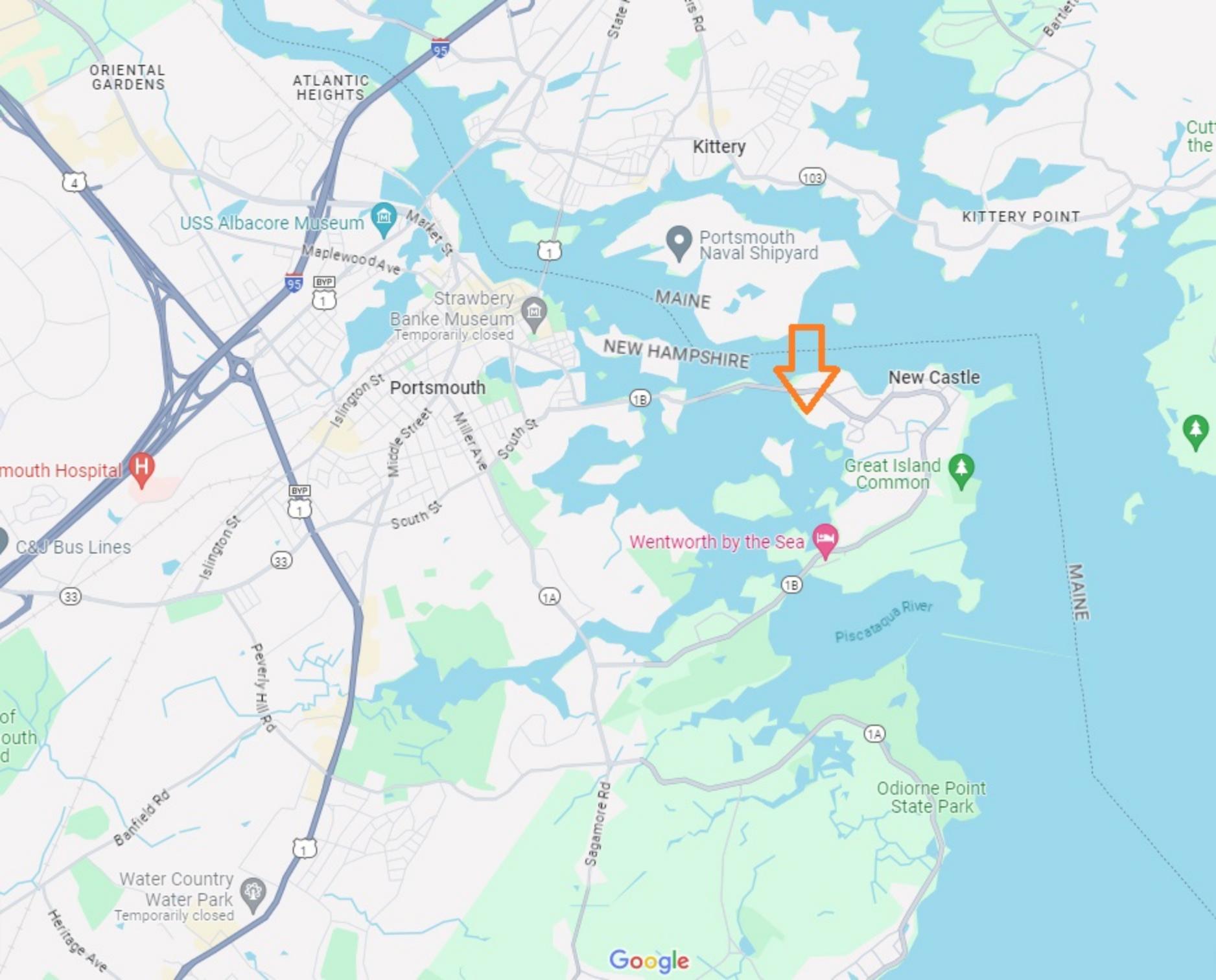


Code	Description	Area	Eff Area	GL Area
HSF	1/2 STRY FIN	656	328	328
UFF	UPPER FLR FIN	1,334	1,334	1,334
FFF	FST FLR FIN	1,795	1,795	1,795
BMU	BSMNT UNFINISHED	1,567	235	0
OPF	OPEN PORCH FIN	755	189	0
TQF	3/4 STRY FIN	678	509	509
EPF	ENCLOSED PORCH	180	126	0
DEK	DECK/ENTRANCE	342	34	0
Totals			4,550	3,966

Map



Printed on 04-15-24



ORIENTAL GARDENS

ATLANTIC HEIGHTS

Kittery

KITTERY POINT

USS Albacore Museum

Portsmouth Naval Shipyard

Strawbery Banke Museum
Temporarily closed

NEW HAMPSHIRE

New Castle

Portsmouth

Great Island Common

Portsmouth Hospital

Wentworth by the Sea

C&J Bus Lines

Piscataqua River

Odiorne Point State Park

Water Country Water Park
Temporarily closed

Google



Yacht Club

1B

1B

Riverside Cemetery

Oliver St

Laurel Ln

Portsmouth Ave
Grist Mill Ln

Laurel Ln

Piscataqua River

Piscataqua River

Piscataqua River

Orange boundary lines are approximate

Pest Island

Google

Town of New Castle, NH
 49 Main Street
 PO Box 367
 New Castle, NH 03854
 Temp - Return Service Requested

LEONARD, WINSTON REALTY TRUST

2023 NEW CASTLE, NH PROPERTY TAX -- BILL 1 OF 1

Invoice: 2023P01004207
 Billing Date: 11/14/2023
 Payment Due Date: 12/15/2023
 Amount Due: \$ 18,519.00

8% APR Charged After 12/15/2023

If you mail your payment and want a receipt, include a self-addressed stamped envelope.

Property Owner	
Owner: LEONARD, WINSTON REALTY TRUST	
Tax Rates	Assessments
County: \$ 0.67	Taxable Land: 3,127,700
School: \$ 0.27	Buildings: 591,000
Town: \$ 2.55	Total: 3,718,700
State Education: \$ 1.49	
Total Tax Rate: \$ 4.98	Net Value: 3,718,700

Property Description		
Map: 000011	Lot: 000032	Sub: 000000
Location: 38 LAUREL LANE Acres: 1.528		
Summary Of Taxes		
Total Tax:		\$ 18,519.00
- Abated/Paid:		\$ 0.00
- Veteran Credits:		\$ 0.00

Amount Due By 12/15/2023: **\$ 18,519.00**





INVESTIGATED DOCK/PIER EXAMPLES

The seller investigated adding a dock/pier and the following configurations were suggested by The Riverside Companies (A division of Riverside Marine Construction Inc.) however no engineering was done. Suggested measurements were approximately 4' x 60' fixed pier and 3' x 40' aluminum gangway leading to a 10' x 30' float. The below pictures are examples.



[This is a link to the New Hampshire DES Fact Sheet “Permitting of Residential Tidal Docks”](#)

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.

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: Winston Leonard Realty Trust

2. PROPERTY LOCATION: 38 Laurel Lane, New Castle, NH 03854

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

4. SELLER: [] has [X] has not occupied the property for . . . years.

5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

a. TYPE OF SYSTEM: [X] Public [] Private [] Seasonal [] Unknown [] Drilled [] Dug [] Other Town water & sewer

b. INSTALLATION: Location: See deed and subdivision plan recorded in Registry of Deeds plan # D-39827 and Book 5878 page 1522
Installed By: unknown Date of Installation: unknown
What is the source of your information? deed and subdivision plan recorded in Registry of Deeds plan # D-39827 and Book 5878 page 1522

c. USE: Number of persons currently using the system: 2
Does system supply water for more than one household? [] Yes [] No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: [] Yes [X] No [] N/A Quantity: [] Yes [X] No
Quality: [] Yes [X] 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 [X] No Date of most recent test
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 [X] No
IF YES, are test results available? [] Yes [] No
What steps were taken to remedy the problem?

COMMENTS:

6. SEWAGE DISPOSAL SYSTEM

a. TYPE OF SYSTEM: Public: [X] 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 [X] 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: Location Unknown [] Date of Installation:
Date of Last Servicing: Name of Company Servicing Tank:
Have you experienced any malfunctions? [] Yes [] No
Comments:

SELLER(S) INITIALS [Signature] / []

BUYER(S) INITIALS [] / []

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 38 Laurel Lane, New Castle, NH 03854

d. LEACH FIELD: [] Yes [] No [] Other:
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

Table with 7 columns: LOCATION, Yes, No, Unknown, If YES, Type, Amount, Unknown. Rows include Attic or Cap, Crawl Space, Exterior Walls, Floors.

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 [x] 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? [x] Yes [] No [] Unknown
In the siding? [] Yes [] No [x] Unknown In the roofing shingles? [] Yes [] No [] Unknown
In flooring tiles? [] Yes [] No [x] Unknown Other [] Yes [] No [] Unknown
If YES, Source of information:
Comments:

c. RADON/AIR - Current or previously existing:

Has the property been tested? [] Yes [x] 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 [Signature] / []

BUYER(S) INITIALS [] / []

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 38 Laurel Lane, New Castle, NH 03854

d. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No

Are test results available? Yes No Comments: _____

e. LEAD-BASED PAINT - Current or previously existing:

Are you aware of lead-based paint on this property? Yes No

If YES: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? Yes No

Comments: _____

f. Are you aware of any other hazardous materials? Yes No

If YES: Source of information: _____

Comments: _____

9. GENERAL INFORMATION

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

Yes No Unknown If YES, Explain: See deed subdivision plan recorded in Registry of Deeds plan # D-39827 Bk 5878 P1522

What is your source of information? _____

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

Yes No Unknown If YES, Explain: _____

What is your source of information? _____

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

Yes No If YES, Explain: _____

d. Are you aware of any problems with other buildings on the property? Yes No

If YES, Explain: _____

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?

YES NO UNKNOWN If YES, Explain: _____

f. Is this property located in a Federally Designated Flood Hazard Zone? Yes No Unknown

Comments: FEMA Flood Map Number 33015C0278F which depicts the property as being within Zone ?X? outside of the 100 and 500 year zones

g. Has the property been surveyed? Yes No Unknown If YES, By: John Chagnon

If YES, is survey available? Yes No Unknown

h. How is the property zoned? R1-Residential

i. Street (check one): Public Private Association

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

Additional Information: _____

j. Heating System Age: 20+ Type: Steam Fuel: Oil Tank Location: Basement

Owner of Tank: Property

Annual Fuel Consumption: _____ Price: _____ Gallons: _____

Date system was last serviced and by whom? _____

Secondary Heat Systems: _____

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: 38 Laurel Lane, New Castle, NH 03854

k. Roof Age: Unknown Type of Roof Covering: Asphalt shingle
Moisture or leakage: _____
Comments: _____

l. Foundation/Basement: Full Partial Other: _____ Type: Stone / brick
Moisture or leakage: _____
Comments: _____

m. Chimney(s) How Many? 1 Lined? No Last Cleaned: _____ Problems? _____
Comments: _____

n. Plumbing Type: Supplied by town water/sewer Age: _____
Comments: _____

o. Domestic Hot Water: Age: 15+ Type: Super-Stor Gallons: 45

p. Electrical System: # of Amps _____ Circuit Breakers Fuses
Comments: three sub-panels
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: Rheem Age: 15-20 ys Date Last Serviced and by whom: _____
Comments: Conditions partial area of floor 3

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: Comcast

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: 38 Laurel Lane, New Castle, NH 03854

10. ADDITIONAL INFORMATION

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

Yes No

b. ADDITIONAL COMMENTS:

See lot line adjustment on plan D-41106 recorded at the Rockingham County Registry of Deeds conveying 161 square feet patch of land to the Town of New Castle

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).

Mark Hughes
dotloop verified
04/24/24 3:36 PM EDT
4TZU-MVK0-ZF2C-J3P7

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: 38 Laurel Lane, New Castle, NH 03854

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.

Mark Hughes dotloop verified 04/24/24 3:36 PM EDT ULH3-TGJ5-U4OX-5P4M

Seller Date

Purchaser Date

Justin Conway dotloop verified 04/26/24 8:51 AM EDT YVKM-ESU6-ZCND-OFHG

Agent Date

Seller Date

Purchaser Date

Agent Date

Lead-Based Paint

LEAD WARNING STATEMENT

Every purchaser of any interest in residential property on which a residential dwelling has 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 your 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 on inspection for possible lead-based paint hazards is recommended prior to purchase.

For more information about lead paint please call or email the Auction Company to receive an informational booklet or open the following hyperlink.

[Click here](#)

**Protect
Your
Family
From
Lead in
Your
Home**

 United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

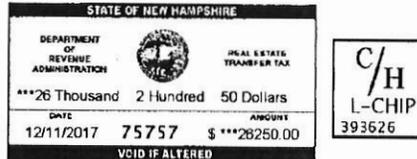
 United States
Department of Housing
and Urban Development

September 2013

E 55110

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

2017 Dec 11 PM 03:46

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, LAURIE P. CLARK, TRUSTEE OF THE LAURIE P. CLARK REVOCABLE TRUST OF 2002 of 38 Laurel Lane, New Castle, County of Rockingham and State of New Hampshire, for consideration paid, grants to, MARK E. HUGHES, TRUSTEE OF THE WINSTON LEONARD REALTY TRUST of P.O. Box 421, Portsmouth, County of Rockingham and State of New Hampshire; WITH WARRANTY COVENANTS the following described real estate:

A certain tract of land with the buildings thereon situate on the northwesterly side of Laurel Lane so-called in New Castle, County of Rockingham and State of New Hampshire being more particularly bounded and described as follows:

Beginning at a point at or near the northwesterly side of Laurel Lane so-called and land now or formerly of William J. and Leslie Kirby; thence proceeding along Laurel Lane South 61 ° 42' 00" West for a distance of one hundred feet to a point within a thirty six inch oak tree; thence turning and running South 43 ° 42' 10" West for a distance of forty seven feet also along the Northwesterly side of Laurel Lane to an iron rod; thence turning and running North 46 ° 17' 50" West for a distance of 20.65 feet to an iron rod; thence turning and running North 81 ° 13' 56" West for a distance of 311.90 feet more or less to an iron rod, the last three courses being by and along land now or formerly of Laurie C. Clark; thence proceeding in a general westerly direction to a point at the mean high water mark of the Piscataqua River; thence proceeding in a general northwesterly direction of the Piscataqua River along its mean high water line for a distance of 96.5 feet more or less to a point of land now or formerly of the Town of New Castle; thence turning and running in a general easterly direction for a distance of ten feet more or less to an iron rod; thence turning and running North 50 ° 16' 00" East for a distance of 142.92 feet more or less to a point; thence turning and running North 54 ° 29' 00" East for a distance of 12.50 feet to an iron rod; the last three courses being by and along land of the Town of New Castle; thence turning and running South 64 ° 42' 00" East for a distance of twenty one feet more or less to an iron rod; thence turning and running North 54 ° 29' 00" East for a distance of 15.87 feet to an iron rod; thence turning and running South 64 ° 22' 45" East for a distance of 126.25 feet to a railroad spike; thence turning and running South 55 ° 38' 00" East for a distance of 71.31 feet more or less to an iron pipe; thence turning

and running North 44 ° 45' 22" East for a distance of 83.32 feet more or less to an iron pipe; the last five courses being by and along land of the Reynolds Realty Trust; thence turning and running South 30 ° 09' 23" East for a distance of 65.66 feet more or less to an iron pipe; thence turning and running North 59 ° 59' 20" East for a distance of 46.76 feet more or less, the last two courses being by and along land now or formerly of the Gail Spivey Revocable Trust; thence turning and running South 36 ° 54' 00" East for a distance of 101.91 feet along land now or formerly of William J. and Leslie T. Kirby to the iron pipe which marks the point of beginning.

Meaning and intending to describe Lot 2 as shown on Subdivision Plan Tax Map 11 – Lot 32 Owner Laurie P. Clark Revocable Trust of 2002 – 38 Laurel Lane – Town of New Castle – County of Rockingham – State of New Hampshire prepared by Ambit Engineering, Inc., John R. Chagnon, Licensed Land Surveyor, recorded in the Rockingham County Registry of Deeds as Plan D-39827.

Meaning and intending to convey a portion of the premises conveyed by Laurie P. Clark to Laurie P. Clark, Trustee of the Laurie P. Clark Revocable Trust of 2002 by deed dated October 16, 2002 recorded in the Rockingham County Registry of Deeds at Book 3877, Page 2389.

Also conveying those premises within the description of Lot 2 deeded by Laurie P. Clark to Laurie P. Clark, Trustee of the Laurie P. Clark Revocable Trust of 2002 by deed dated July 27, 2016 recorded in the Rockingham County Registry of Deeds at Book 5744, Page 1247.

Together with a right-of-way for all purposes to and from said granted premises to Portsmouth Avenue in, upon, over and across the right-of-way leading by and over land now or formerly of Langtry and others to said Avenue.

This conveyance is further made subject to the following easements:

- A. Easement from Laurie P. Clark to Ann L. Reynolds for sewer line purposes dated October 14, 1998 recorded in the Rockingham County Registry of Deeds at Book 3340, Page 1831.
- B. Easement from Laurie P. Clark, Trustee to Northern New England Telephone Operations, LLC d/b/a Fairpoint Communications for utility purposes dated December 22, 2009 recorded in the Rockingham County Registry of Deeds at Book 5082, Page 1985.

For title purposes see also Mutual Release of Right-of-Way between Laurie P. Clark, Trustee of the Laurie P. Clark Revocable Trust of 2002 and Margaret C. French, Trustee of the Margaret C. French Revocable Trust dated October 26, 2016 recorded in the Rockingham County Registry of Deeds at Book 5767, Page 901.

The above described premises are further conveyed subject to all those matters depicted or shown on the above referenced subdivision plan recorded in the Rockingham County Registry of Deeds as Plan D-39827.

Laurie P. Clark, a single woman releases in her individual capacity all rights of homestead and she is signing this deed as Grantor in her individual capacity solely for the purpose of such release and no other purpose.

E 55110

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

IN WITNESS WHEREOF I have hereunto set my hand seal this 11th day of December, 2017.

Susan M. Nelson
Witness

Laurie P. Clark
Laurie P. Clark, Trustee of the
Laurie P. Clark Revocable
Trust of 2002

Susan M. Nelson
Witness

Laurie P. Clark
Laurie P. Clark

State of New Hampshire
Rockingham, ss.

12/11, 2017

Personally appeared the above-named Laurie P. Clark, Individually and as Trustee of the Laurie P. Clark Revocable Trust of 2002 known to me and acknowledged the execution thereof as her free act.

Susan M. Nelson
Notary Public/Justice of the Peace
My commission expires: 10/21/2020



E 55110

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

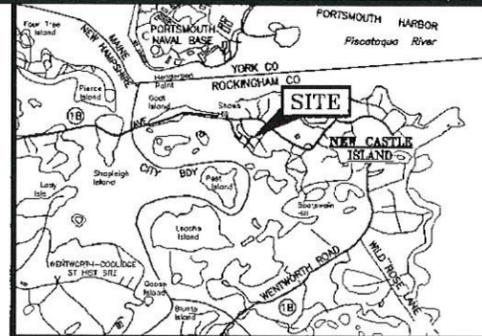


REFERENCE PLANS:

- 1) LAND OF VIRGINIA TANNER GREEN, SUSAN R. & ELMER EATON NEW CASTLE, NH. PREPARED BY JOHN W. DURGIN CIVIL ENGINEER, DATED FEB. 1942, REVISED JULY 1948, R.C.R.D. PLAN 01400.
- 2) LAND OF VIRGINIA TANNER GREEN, SUSAN R. & ELMER EATON NEW CASTLE, NH. PREPARED BY JOHN W. DURGIN CIVIL ENGINEER, DATED FEB. 1942, R.C.R.D. PLAN 0942.
- 3) PLAN SHOWING LAND BELONGING TO E.E. AND S.R. EATON AND MRS. L.L. GREEN NEWCASTLE, NH. PREPARED BY L.E. SCRUTON, CE. DATED JULY 1928, R.C.R.D. PLAN 0278.
- 4) PLAN OF HODGE ESTATE NEW CASTLE, NH. PREPARED BY JOHN W. DURGIN, CIVIL ENGINEER, DATED SEPT. 1924, R.C.R.D. PLAN 0135.
- 5) PLAN OF LAND NEWCASTLE, NH BLYTHE TO BIRDSALL & LEARNARD. PREPARED BY JOHN W. DURGIN CIVIL ENGINEERS, DATED SEPT. 1965, R.C.R.D. PLAN 568.
- 6) SURVEY OF THE LANDS OF JOANN L. IRELAND TOWN OF NEW CASTLE, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE AS RECORDED IN BOOK OF MORTGAGES 2285, PAGE 158. PREPARED BY STEPHEN E. LAMB, DATED NOVEMBER 1984, R.C.R.D. PLAN B-13344.

LINE TABLE

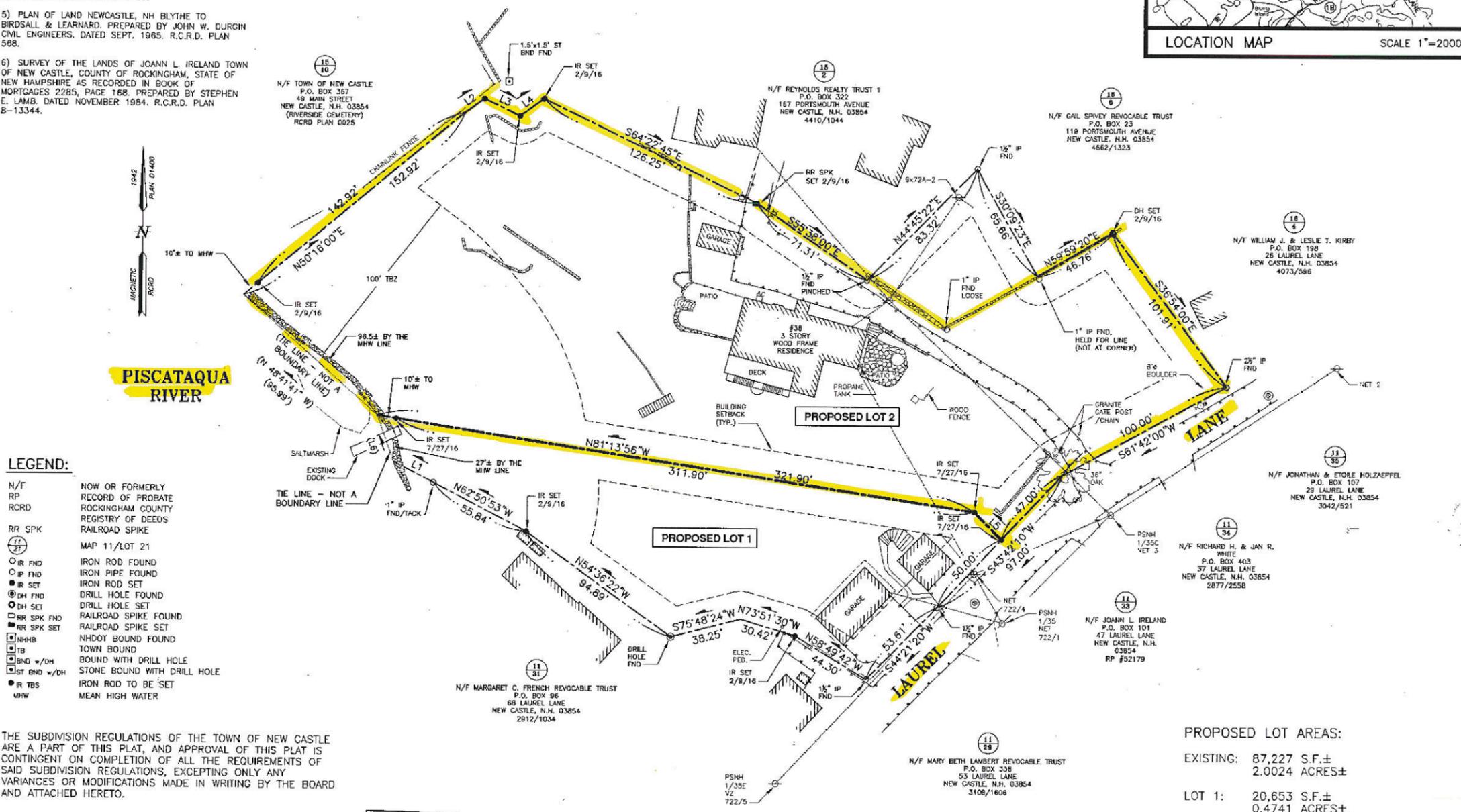
LINE	BEARING	DISTANCE
L1	N62°51'17"W	23.76'
L2	N54°29'00"E	12.50'
L3	S64°42'00"E	21.00'
L4	N54°29'00"E	15.87'
L5	N46°17'50"W	20.65'
L6 (TIE)	N19°25'38"W	26.00'



LOCATION MAP SCALE 1"=2000'

AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors
900 Griffin Road - Unit 3
Portsmouth, N.H. 03801-7114
Tel (603) 436-9252
Fax (603) 436-2515

- NOTES:**
- 1) PROJECT LOCATION:
**38 LAUREL LANE
NEW CASTLE, NEW HAMPSHIRE**
 - PARCEL I.D.:
TAX MAP 11 / LOT 32
 - OWNER:
LAURIE P. CLARK REV. TRUST OF 2002
PO BOX 157
NEW CASTLE, NH 03854
3877/2389 (PARCELS I & II) & 1735/400
 - ZONING DISTRICT:
RESIDENTIAL (R1)
 - DIMENSIONAL REQUIREMENTS:
MIN. LOT AREA: 20,000 S.F.
FRONTAGE: 100 FEET
SETBACKS: FRONT 20 FEET
SIDE 15 FEET
REAR 15 FEET
MAXIMUM STRUCTURE HEIGHT: 32 FEET
MAXIMUM LOT COVERAGE: 20%
 - 2) THE PURPOSE OF THIS PLAN IS TO SHOW THE SUBDIVISION OF THE SUBJECT PARCEL INTO 2 LOTS.
 - 3) THE SUBJECT PARCEL BENEFITS FROM A RIGHT-OF-WAY FROM THE PARCEL TO PORTSMOUTH AVENUE OVER LAND FORMERLY OF LANGTRY AND OTHERS.
 - 4) SEE MUTUAL RELEASE OF RIGHT OF WAY BETWEEN FRENCH AND CLARK, R.C.R.D. 5767/901.
 - 5) THE SUBJECT PARCEL BENEFITS FROM A 30 FOOT WIDE RIGHT-OF-WAY FROM A PORTION OF THE SUBJECT PARCEL OVER LAND FORMERLY OF MARVIN.



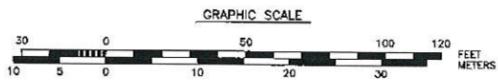
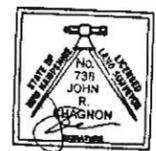
- LEGEND:**
- N/F NOW OR FORMERLY
 - RP RECORD OF PROBATE
 - RCRD ROCKINGHAM COUNTY
 - RR SPK REGISTRY OF DEEDS
 - RR SPK RAILROAD SPIKE
 - MAP 11/LOT 21
 - IR FND IRON ROD FOUND
 - IP FND IRON PIPE FOUND
 - IR SET IRON ROD SET
 - DH FND DRILL HOLE FOUND
 - DH SET DRILL HOLE SET
 - RR SPK FND RAILROAD SPIKE FOUND
 - RR SPK SET RAILROAD SPIKE SET
 - NH-DOT NHDOT BOUND FOUND
 - TOWN TOWN BOUND
 - BND w/DH BOUND WITH DRILL HOLE
 - ST BND w/DH STONE BOUND WITH DRILL HOLE
 - IR TBS IRON ROD TO BE SET
 - MHW MEAN HIGH WATER

THE SUBDIVISION REGULATIONS OF THE TOWN OF NEW CASTLE ARE A PART OF THIS PLAT, AND APPROVAL OF THIS PLAT IS CONTINGENT ON COMPLETION OF ALL THE REQUIREMENTS OF SAID SUBDIVISION REGULATIONS, EXCEPTING ONLY ANY VARIANCES OR MODIFICATIONS MADE IN WRITING BY THE BOARD AND ATTACHED HERETO.

APPROVED - TOWN OF NEW CASTLE PLANNING BOARD

Dorey Hogan
CHAIRMAN

11/9/16
DATE



PROPOSED LOT AREAS:

EXISTING: 87,227 S.F.±
2.0024 ACRES±

LOT 1: 20,653 S.F.±
0.4741 ACRES±

LOT 2: 66,574 S.F.±
1.5283 ACRES±

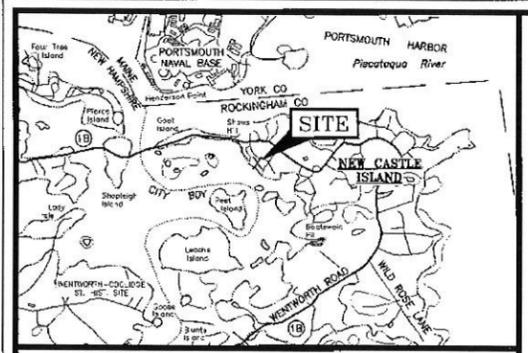
D-39827

NO.	DESCRIPTION	DATE
2	ISSUED FOR RECORDING	11/3/16
1	ISSUED FOR APPROVAL	7/5/16
0	ISSUED FOR COMMENT	6/8/16

**SUBDIVISION PLAN
TAX MAP 11 - LOT 32**

OWNER
**LAURIE P. CLARK
REVOCABLE
TRUST OF 2002**

38 LAUREL LANE
TOWN OF NEW CASTLE
COUNTY OF ROCKINGHAM
STATE OF NEW HAMPSHIRE



LOCATION MAP SCALE 1" = 2000'

REFERENCE PLANS:

1) SUBDIVISION PLAN TAX MAP 11 - LOT 32 OWNER LAURIE P. CLARK REVOCABLE TRUST OF 2002 38 LAUREL LANE TOWN OF NEW CASTLE COUNTY OF ROCKINGHAM STATE OF NEW HAMPSHIRE SCALE: 1" = 30' JUNE 2016 REVISED 1/3/16 PREPARED BY AMBIT ENGINEERING, INC. RCRD D-39827

LEGEND:

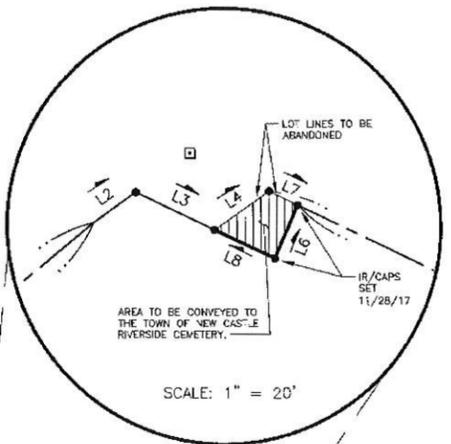
- N/F NOW OR FORMERLY
- RP RECORD OF PROBATE
- RCRD ROCKINGHAM COUNTY REGISTER OF DEEDS
- RR SPK RAILROAD SPIKE
- MAP 11/LOT 21
- IR FND IRON ROD FOUND
- IP FND IRON PIPE FOUND
- IR SET IRON ROD SET
- DH FND DRILL HOLE FOUND
- DH SET DRILL HOLE SET
- RR SPK FND RAILROAD SPIKE FOUND
- RR SPK SET RAILROAD SPIKE SET
- NHNB NHDOT BOUND FOUND
- TB TOWN BOUND
- BND W/DH BOUND WITH DRILL HOLE
- ST BND W/DH STONE BOUND WITH DRILL HOLE
- IR TBS IRON ROD TO BE SET
- MHW MEAN HIGH WATER
- HYDRANT HYDRANT

WAIVER REQUEST:
 SUBDIVISION REGULATIONS SECTION 6-PLAN REQUIREMENTS 6.2.4.7 TO NOT SHOW A SURVEY OF THE RIVERSIDE CEMETERY LOT, GRANTED 12/20/17.

THE SUBDIVISION REGULATIONS OF THE TOWN OF NEW CASTLE ARE A PART OF THIS PLAT, AND APPROVAL OF THIS PLAT IS CONTINGENT ON COMPLETION OF ALL THE REQUIREMENTS OF SAID SUBDIVISION REGULATIONS, EXCEPTING ONLY ANY VARIANCES OR MODIFICATIONS MADE IN WRITING BY THE BOARD AND ATTACHED HERETO.

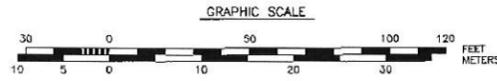
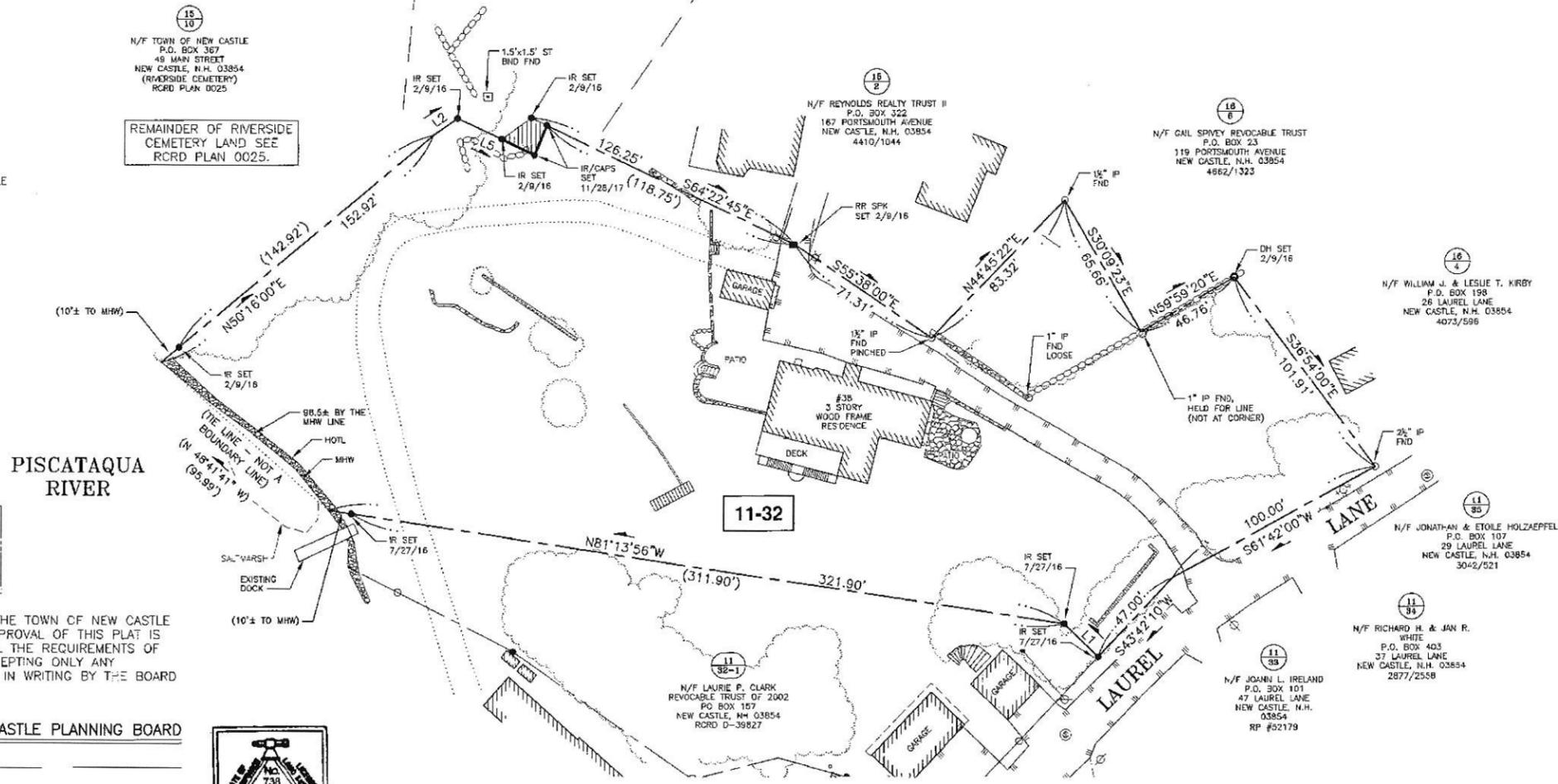
APPROVED - TOWN OF NEW CASTLE PLANNING BOARD

John P. Johnson
 CHAIRMAN DATE: 10/18/18



LINE TABLE

LINE	BEARING	DISTANCE
L1	N46°17'50"W	20.65'
L2	N54°29'00"E	12.50'
L3	S64°42'00"E	21.00'
L4	N54°29'00"E	15.87'
L5	S64°42'00"E	36.74'
L6	N23°12'01"E	13.82'
L7	S64°22'45"E	7.50'
L8	N64°42'00"W	15.74'



AMBIT ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 200 Griffin Road - Unit 3
 Portsmouth, N.H. 03801-7114
 Tel (603) 430-9282
 Fax (603) 430-2315

NOTES:
 1) PROJECT LOCATION:
 38 LAUREL LANE
 NEW CASTLE, NEW HAMPSHIRE
 PARCEL I.D.:
 TAX MAP 11 / LOT 32
 OWNER:
 MARK E. HUGHES
 TRUSTEE OF THE
 WINSTON LEONARD REALTY TRUST
 P.O. BOX 421
 PORTSMOUTH, N.H. 03802
 5878/1522
 ZONING DISTRICT:
 RESIDENTIAL (R1)
 DIMENSIONAL REQUIREMENTS:
 MIN. LOT AREA: 20,000 S.F.
 FRONTAGE: 100 FEET
 SETBACKS: FRONT 20 FEET
 SIDE 15 FEET
 REAR 15 FEET
 MAXIMUM STRUCTURE HEIGHT: 32 FEET
 MAXIMUM LOT COVERAGE: 20%

2) THE PURPOSE OF THIS PLAN IS TO SHOW THE RELOCATION OF THE PROPERTY LINE ON THE SUBJECT LOT BY CONVEYANCE OF 161 S.F. TO THE TOWN OF NEW CASTLE FOR ADDITIONAL LAND TO BE USED BY THE RIVERSIDE CEMETERY.

3) LOT AREAS:
 EXISTING LOT 32 66,748 S.F.
 PROPOSED LOT 32 66,587 S.F.
 1,5323 AC. 1,5286 AC.
 AREA CONVEYED TO TOWN CEMETERY LOT: 161 S.F.

NO.	DESCRIPTION	DATE
2	NAME REVISION	12/21/17
1	MONUMENTATION SET	11/28/17
0	ISSUED FOR COMMENT	11-20-17

LOT LINE RELOCATION PLAN
 TAX MAP 11 - LOT 32
 OWNER
MARK E. HUGHES
 TRUSTEE OF THE
WINSTON LEONARD
 REALTY TRUST
 38 LAUREL LANE
 TOWN OF NEW CASTLE
 COUNTY OF ROCKINGHAM
 STATE OF NEW HAMPSHIRE

D-41106

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): Winston Leonard Realty Trust By Mark Hughes, Trustee PO Box 1238 Lincoln, NH 03251 Telephone #: _____	Buyer(s): _____ Street: _____ City/State/Zip: _____ Telephone #: _____
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2. Property: Land Land & Buildings Condo Other: _____
 Street Address: 38 Laurel Lane City/Town: New Castle
 County: Rockingham State: New Hampshire
 Also known as Tax Map 11, Lot 32 with deed and plans recorded at the Rockingham County Registry of Deeds at Book 5878, Page 1522 and on Plans D-39827 and D-41106.

3. BID PRICE (HAMMER PRICE):	\$ _____
7% 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, June 14th 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, June 14th at 10:00 a.m.

_____,
Seller

_____,
Buyer

5. Title shall be transferred by Fiduciary 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: *None*
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, X No

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

_____	_____	<u>Date</u>
Witness	Seller – Winston Leonard Realty Trust Mark E. Hughes, Trustee	

_____	_____	<u>Date</u>
Witness	Purchaser:	

_____	_____	<u>Date</u>
Witness	Purchaser:	

Revised: January 2019

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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 \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, May 16th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$25,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. 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 • 24PM-13

BIDDING STARTS: Monday, May 13th at 9:00 a.m.
BIDDING ENDS: Wednesday, May 15th at 1:00 p.m.
PROPERTY: 38 Laurel Lane, New Castle, 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 \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, May 16th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

Terms: A \$25,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, May 16th at 1:00 p.m. with the balance due at closing within 30 days of the auction. A 7% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Fiduciary Deed. Offered subject to confirmation of the Trustee.

I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.

PRINT BUYER'S NAME:

SIGNATURE OF BIDDER:

DATE:

24PM-13 Reviewed by:
