

AUCTION



Trustee's Sale

Windjammer By the Sea Motel
Hampton, NH

Online-Only Auction Ends: Thursday, October 13th at 2:00 p.m.

Selling to the Highest Bidder at or Above \$2,500,000

Paul McInnis Auctioneer is pleased to present the Windjammer by the Sea Motel for the first time since 1995 located at 935 Ocean Boulevard. The owners have decided to retire, and now is the time for the next steward to take their place. The motel enjoys expansive ocean views and has been operating for more than two hundred years. This exquisite property is situated on Hampton's North Beach across from Bicentennial Park, just two miles north of Hampton Beach, home to the renowned Hampton Beach Casino Ballroom. North Beach is the sought-after location by locals and surfers alike for its relaxed atmosphere and excellent surfing.

The Windjammer comprises twenty-two guest rooms, a first-floor garden apartment, and a basement apartment with full kitchens and bathrooms. Amenities include an in-ground swimming pool, a picnic area, and ample on-site parking with adjacent public parking. Each room is uniquely appointed; some include full kitchens or a kitchenette. The guest rooms rent up to \$380 per night in season, with an owner-reported gross revenue of \$420,000 for the 2021 season. Financials are available for review with the auctioneer. The property totals 1.12 acres in the Business-Seasonal zone, which allows for many permitted uses. Tax Map 151, Block 6.

Inspection: By *appointment only*, September 28th and October 6th. Please email: info@paulmcinnis.com to schedule your appointment.

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 Friday, October 14th at 1:00 p.m., with the balance due at closing within 45 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 Warranty Deed. Sale per order of the Trustee.



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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.



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF LICENSING AND BOARD ADMINISTRATION
 7 Eagle Square, Concord, NH 03301-4980
 Phone: 603-271-2152

BROKERAGE RELATIONSHIP DISCLOSURE FORM
(This is Not a Contract)

This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information

Right Now, You Are a Customer

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

As a customer, you can expect a real estate licensee to provide the following customer-level services:

- To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.

To Become a Client

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

As a client, in addition to the customer-level services, you can expect the following client-level services

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.
- For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.
- For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

Client-level services also include advice, counsel, and assistance in negotiations.

For important information about your choices in real estate relationships, please see page 2 of this disclosure form.

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).
I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print)		Name of Consumer (Please Print)	
Signature of Consumer	Date	Signature of Consumer	Date
Provided by: Name & License #		Date	(Name and License # of Real Estate Brokerage Firm)
<input type="checkbox"/>	consumer has declined to sign this form		
(Licensees Initials)			

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client, and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client, and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:2, XIII)

A sub-agent is a licensee who works for one firm but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-a)

If another relationship between the licensee who performs the service and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

SUGGESTED DUE DILIGENCE CHECKLIST

For Online Bidders

Windjammer By the Sea Motel, Hampton, NH

BIDDING OPENS: **Thursday, October 6th at 9:00 a.m.**

BIDDING ENDS: **Thursday, October 13th at 2:00 p.m.**

ITEMS TO COMPLETE –

- Review the Real Estate Brokerage Relationship Form
- Review the General Terms & Conditions for Online Bidders
- Review the Property Information Package and Links to Additional Documents and Due Diligence
- Review the Purchase & Sale Agreement
- Sign up to bid online at paulmcinnis.nextlot.com [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

If you would like to complete the Bidder Registration Form electronically, contact admin@paulmcinnis.com and the form will be sent to you through Dotloop.

- Provide Bidder Deposit by check or E-check
- Contact the Auctioneer with any questions justin@paulmcinnis.com



GENERAL TERMS & CONDITIONS

AGENT OF THE 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 paulmcinnis.nextlot.com 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 Friday October 14th 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 a digital payment platform. You may request this option by emailing 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 Thursday, October 6th at 9:00 a.m. and the bidding will end on Thursday, October 13th at 2:00 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.

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 (1:58) 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 2:00 p.m. the bidding could be extended to 3:00 p.m. or longer depending on the activity from the bidders.

The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction.

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



PROPERTY CONDITIONS: Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the 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 Friday, October 14th at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, 7% 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 Friday, October 14th 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: The Trustee in his sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Sale is subject to confirmation of the Trustee. Trustee reserves the right to accept or reject the high bid.

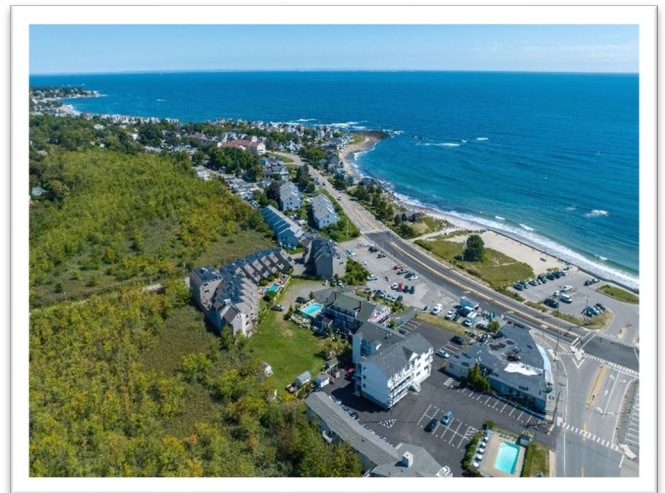
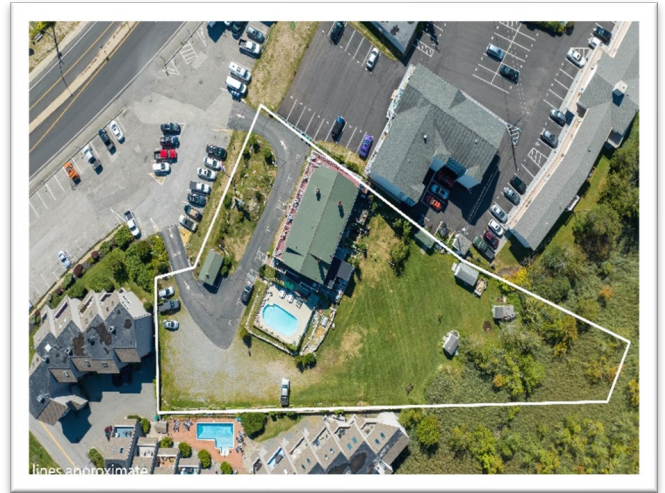
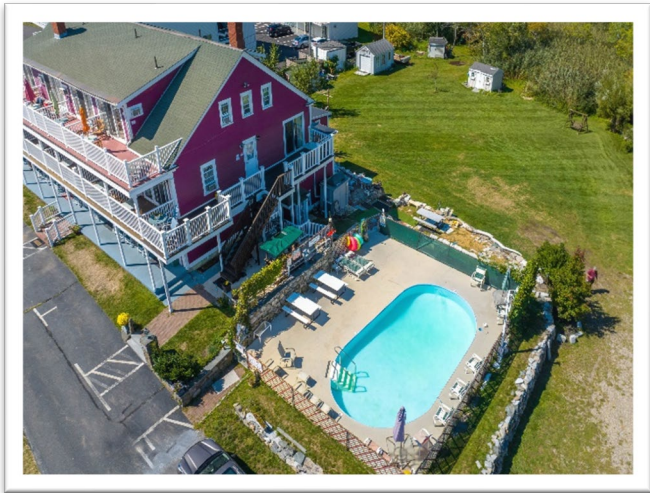
ADDITIONAL TERMS: Additional terms are included in the real estate Purchase & Sale Agreement. Any changes or amendments to these general terms & conditions and/or to the real estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

BUYER BROKER PARTICIPATION INVITED: Please contact the auction company (admin@paulmcinnis.com) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the online bidding registration request form. If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at: justin@paulmcinnis.com



EXECUTIVE SUMMARY

ADDRESS	935 Ocean Boulevard, Hampton, NH known as the Windjammer Motel
TOWN REFERENCE	Map 151, Block 6
ROCKINGHAM COUNTY DEED REFERENCE	Quitclaim Deed, Book 5626, Page 1015
2021 ASSESSED VALUE	\$731,000
2021 TAX RATE	\$15.84/\$1,000
2020 EQUALIZATION RATIO	77.9%
2021 ANNUAL REAL ESTATE TAXES	\$11,579.00
UTILITIES	Water: Public Sewer: Public Heating: Baseboard, hot water
LOT SIZE	1.12-acre lot
ROOF	Shingle – asphalt
CONSTRUCTION	Wood frame
EXTERIOR CONSTRUCTION	Clapboard, wood siding
TYPE	Commercial
YEAR BUILT	1794
BUILDING	Twenty-two guest rooms, first-floor garden apartment, basement apartment with full kitchens and bathrooms
AMENITIES	In-ground swimming pool, picnic area
PARKING	On-site parking with adjacent public parking
HOT WATER	Oil
BASEMENT	Partially finished, storage space
ZONING	Business Seasonal: Zoning Ordinance 2022 Link
WATER FEATURES	Ocean front views





935 OCEAN BLVD

Location 935 OCEAN BLVD

Mblu 151/6///

Acct# 3031

Owner WINDJAMMER TRUST

Municipality

Assessment \$731,000

Appraisal \$731,000

PID 3031

Building Count 1

Wetlands Permit

Lot Type

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$533,400	\$197,600	\$731,000

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$533,400	\$197,600	\$731,000

Owner of Record

Owner WINDJAMMER TRUST

Sale Price \$40

Co-Owner POULIOT, RICHARD & ANNE, TTEE

Certificate

Address 935 OCEAN BLVD, UNIT 6
HAMPTON, NH 03842

Book & Page 5626/1015

Sale Date 06/10/2015

Instrument 38

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
WINDJAMMER TRUST	\$40		5626/1015	38	06/10/2015
POULIOT, RICHARD E & ANNE F	\$295,000		3100/2070	00	05/18/1995
FECTEAU, LOUIS T/ANITA	\$0		1817/0202		04/26/1966

Building Information

Building 1 : Section 1

Year Built: 1794
Living Area: 7,383
Replacement Cost: \$779,539
Building Percent Good: 62
Replacement Cost Less Depreciation: \$483,300

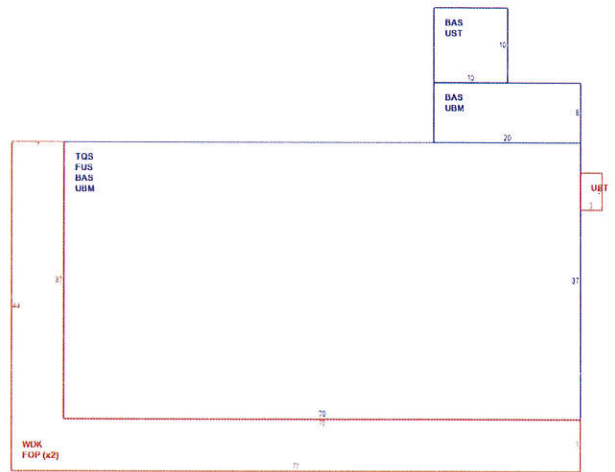
Building Attributes	
Field	Description
Style:	Motels
Model	Commercial
Grade	Average
Stories:	2.75
Occupancy	21.00
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Floor 1	Carpet
Interior Floor 2	Inlaid Sht Gds
Heating Fuel	Oil
Heating Type	Hot Water
AC Type	None
Struct Class	
Use:	MOTELS MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	2
1st Floor Use:	301C
Heat/AC	NONE
Frame Type	WOOD FRAME
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEIL & WALLS
Rooms/Prtns	AVERAGE
Wall Height	8.00
% Comn Wall	0.00

Building Photo



(<https://images.vgsi.com/photos2/HamptonNHPhotos/A00\00\05\56.jpg>)

Building Layout



(ParcelSketch.ashx?pid=3031&bid=3028)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	2,850	2,850
FUS	Upper Story, Finished	2,590	2,590
TQS	Three Quarter Story	2,590	1,943
FOP	Porch, Open, Framed	1,596	0
UBM	Basement, Unfinished	2,750	0
UST	Utility, Storage, Unfinished	115	0
WDK	Deck, Wood	798	0
		13,289	7,383

Extra Features

Extra Features

Legend

No Data for Extra Features

Land

Land Use

Use Code 301C
 Description MOTELS MDL-94
 Zone BS
 Neighborhood NB2
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 1.1
 Frontage 0
 Depth 0
 Assessed Value \$197,600
 Appraised Value \$197,600

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SPL1	POOL-CONCRETE			520.00 S.F.	\$11,700	1
SHD1	SHED FRAME			144.00 S.F.	\$1,600	1
FSP	SCR.PORCH			2240.00 S.F.	\$26,900	1
PAV1	PAVING-ASPHALT			5000.00 S.F.	\$6,300	1
SHD1	SHED FRAME			128.00 S.F.	\$1,400	1
SHD1	SHED FRAME			128.00 S.F.	\$1,400	1
PAT1	PATIO-AVG			220.00 S.F.	\$800	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$533,400	\$197,600	\$731,000
2020	\$533,400	\$197,600	\$731,000
2019	\$533,400	\$197,600	\$731,000

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$533,400	\$197,600	\$731,000
2020	\$533,400	\$197,600	\$731,000
2019	\$533,400	\$197,600	\$731,000

TOWN OF HAMPTON

Tax Collector's Office
 Donna Bennett, Certified Tax Collector
 100 Winnacunnet Road
 Hampton, NH 03842-2119
 (603) 926-6769
 Hours: Mon-Thurs: 8 am - 5 pm; Fri: 8 am - 12 noon
 www.hamptonnh.gov

WINDJAMMER TRUST
 POULIOT, RICHARD & ANNE, TTEE
 935 OCEAN BLVD, UNIT 6
 HAMPTON NH 03842

2021 SEMI-ANNUAL PROPERTY TAX BILL
SECOND INSTALLMENT

8.0% APR Interest Charged after 12/22/2021
 Account: 88331
 Due Date: 12/22/2021
 Bill Date: 11/18/2021

Property	
Map Lot:	151-6
Location:	935 OCEAN BLVD
Class:	1000

EXEMPTION, TAX CREDIT AND ABATEMENT INFORMATION

If you are elderly, disabled, blind, a veteran or veteran's spouse, or are unable to pay taxes due to poverty or other good cause, you may be eligible for a tax exemption, credit, abatement, or deferral. For details, application information, qualifications, and deadlines for filing, contact the Assessor's office at (603) 929-5837. (See back of this bill for more information.)

Tax Rate Information	
Town	\$5.91
County	\$0.89
Local Ed	\$7.10
State Ed	\$1.94
Total	\$15.84

ASSESSED VALUE AND EXEMPTIONS

Land	\$197,600.00
Building	\$533,400.00
Current Use	\$0.00
Gross Value	\$731,000.00

EXEMPTIONS

Net Assessed Value: \$731,000.00

PROPERTY TAX AND CREDITS

Total Gross Property Tax	\$11,579.00
Credits	
Net Property Tax	\$11,579.00
First Installment	\$5,823.00
Second Installment	\$5,756.00
Previously Paid	\$5,823.00
Interest Due	\$0.00
Due By: 12/22/2021	\$5,756.00

***** PLEASE READ THE BACK OF THIS BILL FOR IMPORTANT INFORMATION INCLUDING EXTENDED OFFICE HOURS*****

Owner of Record:

WINDJAMMER TRUST
 POULIOT, RICHARD & ANNE, TTEE
 935 OCEAN BLVD, UNIT 6
 HAMPTON NH 03842

MAKE CHECK PAYABLE AND MAIL TO:**TOWN OF HAMPTON**

Tax Collector's Office
 100 Winnacunnet Road
 Hampton, NH 03842-2119

2021 SEMI-ANNUAL PROPERTY TAX BILL

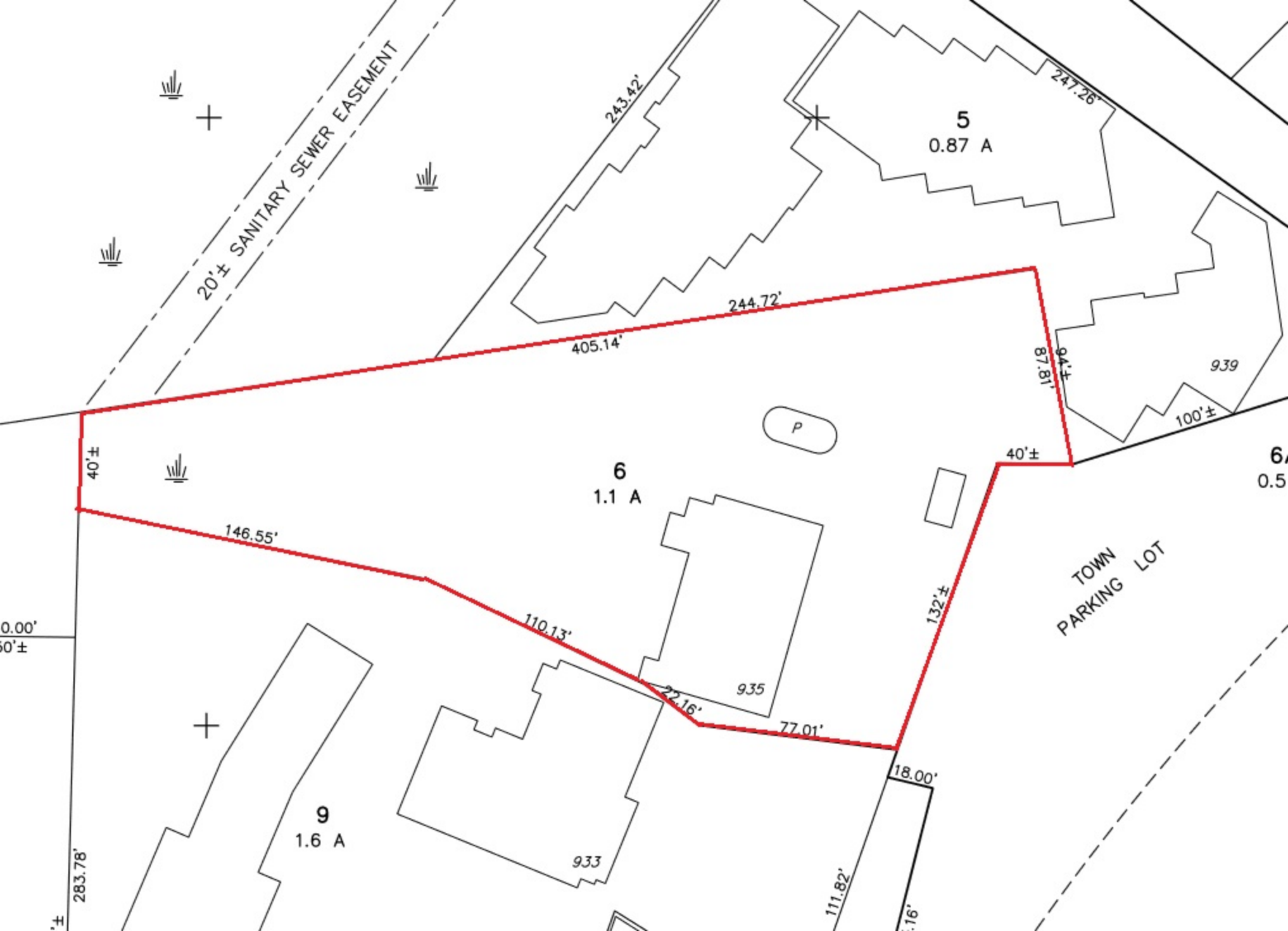
8.0% APR Interest Charged after 12/22/2021

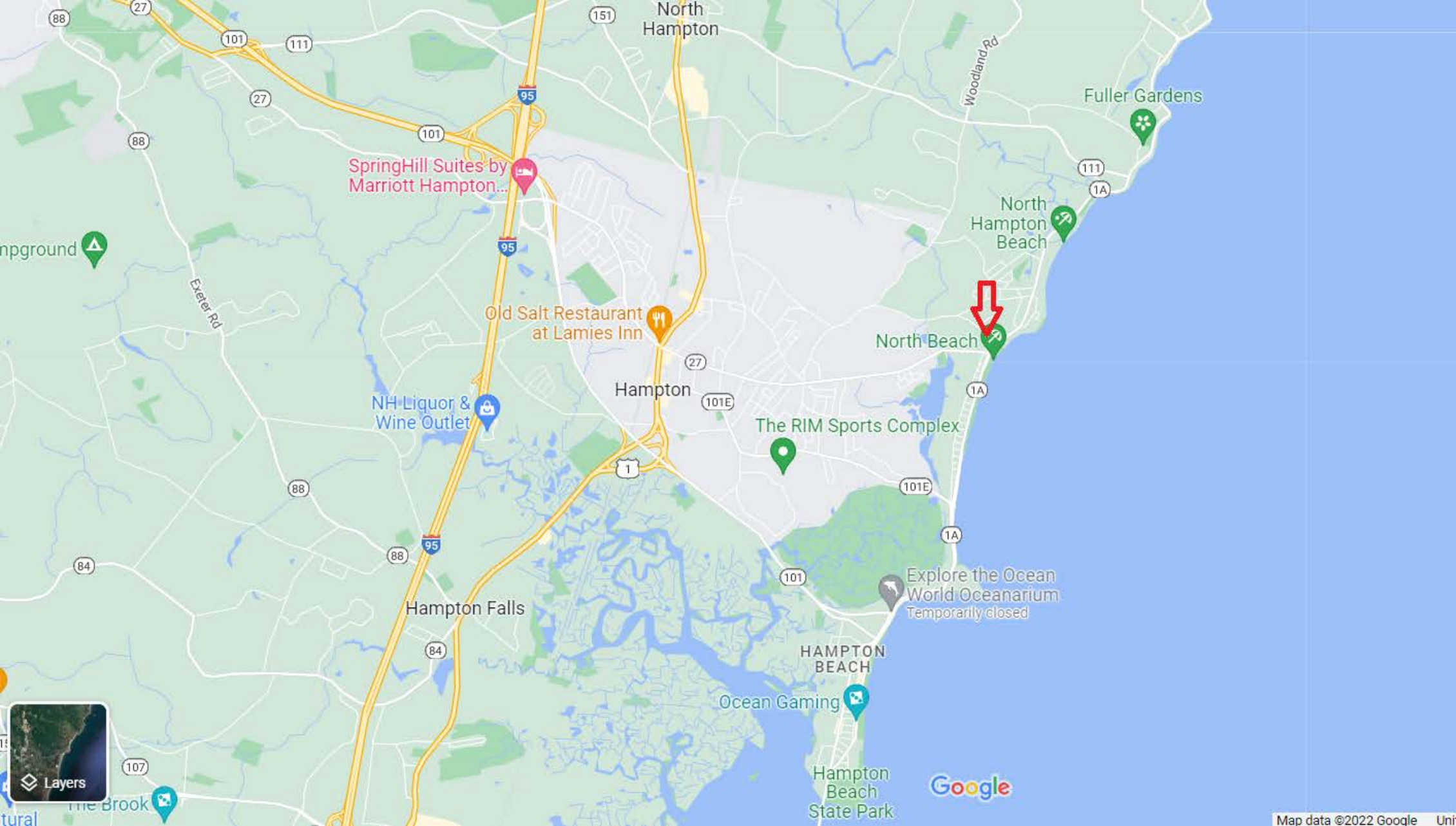
Map-Lot: 151-6 **Account: 88331**
 Location: 935 OCEAN BLVD
 Class: 1000
Due By: 12/22/2021

Net Property Tax:	\$11,579.00
First Installment:	\$5,823.00
Second Installment:	\$5,756.00
Previously Paid:	\$5,823.00
Interest:	\$0.00
PAY THIS AMOUNT	\$5,756.00

FOR RECEIPT: Send Entire Bill and Stamped, Self-addressed Envelope
If you no longer own this property, please inform the tax office.







SpringHill Suites by Marriott Hampton...

Old Salt Restaurant at Lamies Inn

NH Liquor & Wine Outlet

The RIM Sports Complex

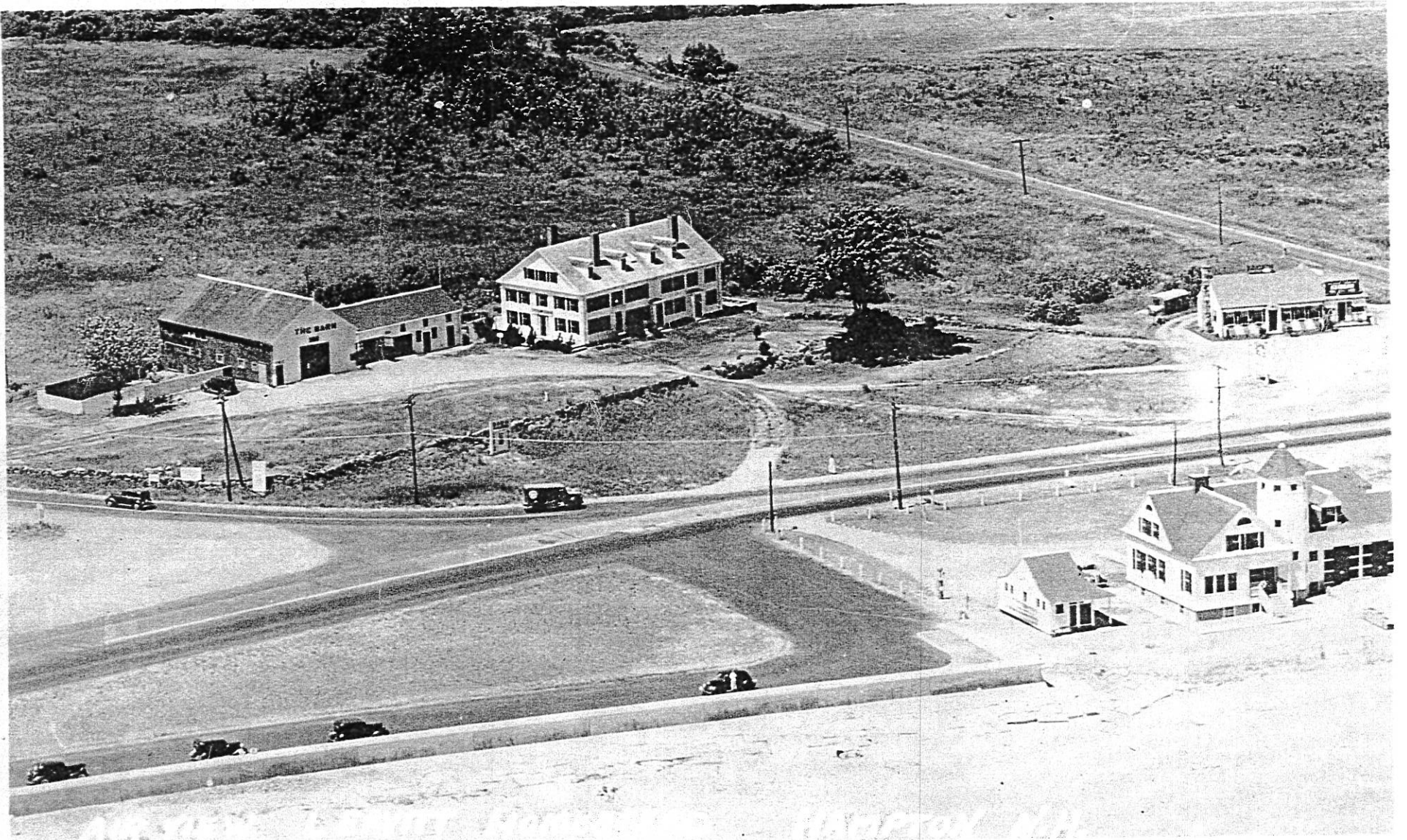
Explore the Ocean World Oceanarium
Temporarily closed

HAMPTON BEACH

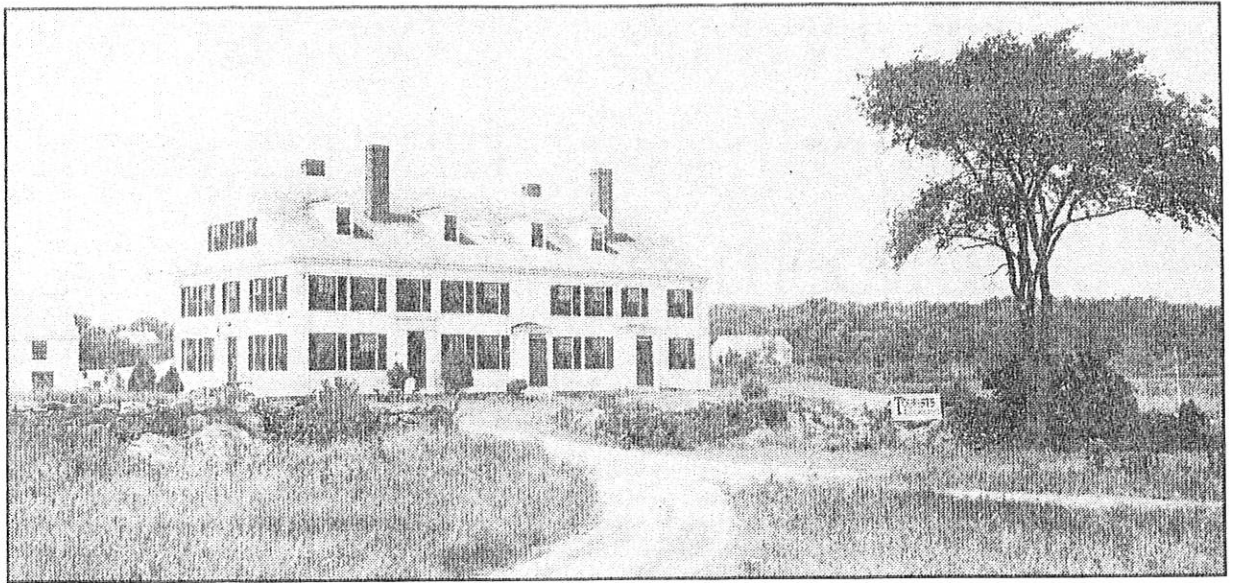
Ocean Gaming

Hampton Beach State Park

Google



AIR VIEW OF FARM HOUSE AND BASEBALL FIELD - (MAY 1930)



This is an early postcard of The Homestead at North Beach in Hampton, N.H.

200 years at beach: House has gone with the flow

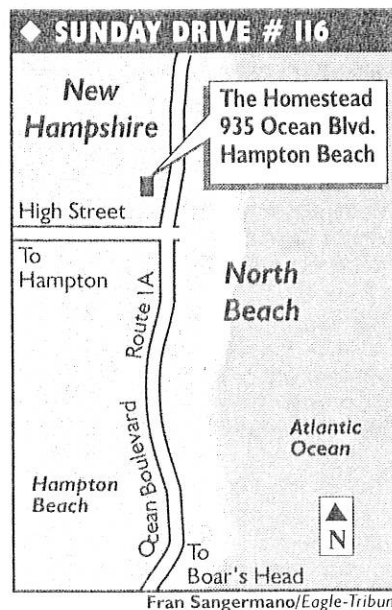
This postcard of The Homestead on Hampton's North Beach seems easy to decipher — a Greek Revival farm house built around 1830, its gable detailed as a pediment, facing the sun and High Street. Its barns to the left — a farm which became an inn as the beach became a tourist destination.

Then I talked to the current owners, who are only the fifth family to own the house, and read Dow's 1892 History of Hampton.

The house was built by John Elkins on the knoll called Nut Island just off the North Beach about 1800. Moses Leavitt bought it in 1802, just before the birth of the fifth of his 12 children. The 1806 map of Hampton notes M. Leavitt's tavern at the edge of the beach. So this house has been a hotel for almost 200 years.

That surprised me. I expected

SUNDAY DRIVE Jane Griswold



farms and fishing shacks at the beach, but why a hotel? Who came? Fishermen and fishmongers from Vermont came in the winter.

They bought frozen fish to sell in Vermont and Canada. The barn housed their wagons and horses. Leavitt's tavern had the summer trade as well. Houses at the beach are listed as taking summer boarders as early as 1826. Dow's History calls The Homestead 'famous' and notes that it is currently — in 1892 — being run by Leavitt's grandson, Jacob.

Over the years the house has grown from its original one story size. The corner pilasters, the square mouldings at the windows and doors, the tall stately chimneys probably date from an expansion in the 1830s.

Today the house has balconies all around and is called The Windjammer. The stone outcropping seen in the postcard is the edge of the town parking lot.

Windjammer By The Sea Motel Room Details

Room #	#Beds/Sleeps	Location/View	Amendities	Cost/night Inseason/Out
17	Queen,Twin, Pullout Sofa / 3-5	1 st Floor OF Corner	Kitchenette	\$300/\$140
18	Queen, Sofa/ 2-3	1 st Floor O.F Middle	Fridge, Micro, Coff	\$250/\$150
19	2 bedrm Apt -1 Dbl w/Pullout Sofa & Couch 1 Dbl & 1 Twin/Sleeps 6- 8	1 st Floor Center	Full Kitchen	\$380/\$180
20	2 Dbl Beds/ 4	1 st Floor O.F. North Corner	Fridge, Micro,Cof,Toaster	\$250/\$150
21	1 Q, Pullout Couch/ 2-3	2 nd Floor O.F South Corner	Fridge, Micro,Cof,toaster	\$260/\$150
22	1 Queen, 1 Twin/ 2-3	2nd Floor O.F Middle	Kitchenette	\$260/\$150
23	1 Dbl, Loveseat/ 2-3	2 nd Floor O.F Center	Fridge, Micro, Cof	\$200/\$130
24	1 Q/ 2	2 nd Floor O.F Middle	Fridge, Micro,Cof,Toaster	\$200/\$130
25	1 Q, Twin/ 3	2 nd Floor O.F North corner	Fridge, Micro,Cof,Toaster	\$250/\$150
26	2 Dbl, 1 Twin/ 3	3 rd Floor O.F South Corner	Kitchenette	\$325/\$160
27	1 Q/ 2	3 rd floor O.F Middle	Kitchenette	\$260/\$150
28	1 Q/ 2	3 rd floor O.F Middle	Fridge, Micro, Cof	\$250/\$150
29	1 Q/ 2	3 rd floor O.F South Corner	Kitchenette	\$285/\$165
30	2 bdrm apt-1Q & Couch 1Dbl, 1 Twin/ 5-7	2 nd floor w/private balcony at South Corner	Full kitchen	\$380/\$180
32	1 Q, Recliner/ 2	2 nd Floor, Marshview Private Balcony 2 nd Floor OF North Corner	Kitchenette	\$250/\$150
33	1 Q, 1 Twin, Recliner/ 3- 4	2 nd Floor, North End, Corner Balcony	Full kitchen	\$300/\$160
35	2 Bdrm Apt.-Q, Loveseat, Dbl and Twin/ 5-7	1 st floor, North end	Full Kitchen	\$375/\$175
36	1Dbl, 1 Twin/ 3	3 rd Floor, Marshview. Shares Bathroom and Balcony with 2 other rooms	Fridge, Micro, Cof	\$140/ n/a
37	1 Dbl, 1 Twin/ 3	3 rd Floor Marshview, Shares bathroom and balcony with 2 other rooms.	Fridge, Micro, Cof	\$140/ n/a
38	1 Dbl, 1 Twin/ 3	3 rd Floor Marshview, Shares bathroom and balcony with 2 other rooms.	Fridge, Micro, Cof	\$140/ n/a
39	1 Dbl/ 2	3 rd Floor Marshview, Private Bathroom, Shared Balcony	Fridge, Micro, Cof	\$165/ n/a
40	1 Dbl, 1 twin/ 3	3 rd Floor North End, Private Bathroom, Shared Balcony	Fridge, Micro, Cof	\$250/\$150
45	1 Q, Loveseat/ 2	Garden apt, private entrance from back yard	Full kitchen	\$6000/season

Windjammer By The Sea Motel Room Details

50	Managers Bedroom 1Q/2	Basement under room 18, Next to Laundry	Full kitchen, bathroom	n/a
55	Managers room/2	Basement under 17	No bathroom, no kitchen	n/a

Abbreviations: Q=Queen Bed

Dbl=Double Bed

OF=Oceanfront View

Fridge=Refrigerator

Micro=Microwave Oven

Cof=Coffee Machine

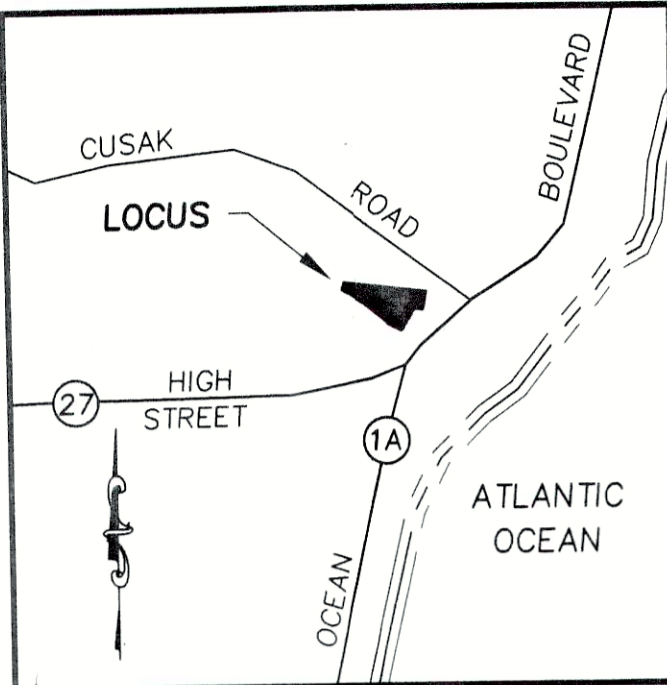
Apt=Apartment

INCOME AND EXPENSE 2021

Ending Fiscal Year 3/31/2022

Gross receipts:	\$423, 199
Insurance:	\$9,389
Maintenance:	\$11,735
Professional services:	\$5,992
Supplies:	\$10,380
Taxes & licenses	\$33,673
Utilities	\$17,318
Labor	\$86,790
Advertising	\$2,401
NOI	\$245,521

Note: These figures were provided by the trustee's and have not been verified by Paul McInnis LLC.



NOTES:

- 1) THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT VISIBLE USES OF THE LAND; HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.
- 2) THIS PARCEL DOES LIE WITHIN A FLOOD ZONE. SEE F.I.R.M. COMMUNITY PANEL 330132 0433 E EFFECTIVE DATE MAY 17, 2005.
- 3) ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D. 1929.

UTILITIES NOTE

THE LOCATION OF UTILITIES SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY OTHERS, AND WHERE POSSIBLE FROM MEASUREMENTS TAKEN IN THE FIELD, AND ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL CONTACT "DIGSAFE" AT 1-888-344-7233 AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST MARKING OF UNDERGROUND UTILITIES. MILLENNIUM ENGINEERING, INC., ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING THEREFROM.

**ZONING DISTRICT
BUSINESS / SEASONAL**

MINIMUM REQUIREMENTS	
AREA	5,000 S.F.
FRONTAGE	20 FT.
BUILDING SETBACKS	
FRONT	4 FT.
SIDE	4 FT.
REAR	4 FT.

D-18428

PLAN REFERENCE

- 1) D-18428 "SITE PLAN FOR BAILY CONDOMINIUM IN HAMPTON, N.H."
SCALE: 1"=20' DATE: MAR. 1988
BY: PARKER SURVEY ASSOC., INC.
- 2) D-22568 "SUBDIVISION OF LAND FOR MOHAMMED I.H. KHAN IN HAMPTON, N.H."
SCALE: 1"=50' DATE: REV. SEPT. 1988
BY: PARKER SURVEY ASSOC., INC.
- 3) D-10265 "REGISTRATION PLAN SEABORNE CONDOMINIUMS CUSACK ROAD, HAMPTON, N.H."
SCALE: 1"=20' DATE: 11/6/80
BY: ENVIRONMENTAL PLANNING & DESIGN ASSOCIATES, INC.

LOCUS MAP
NOT TO SCALE

151/8
N/F INDIAN RIDGE DEV CORP
% MICHAEL WAKEEN
4 MEGHANS WAY
METHUEN, MA 01844
BK. 3112 PG. 1420

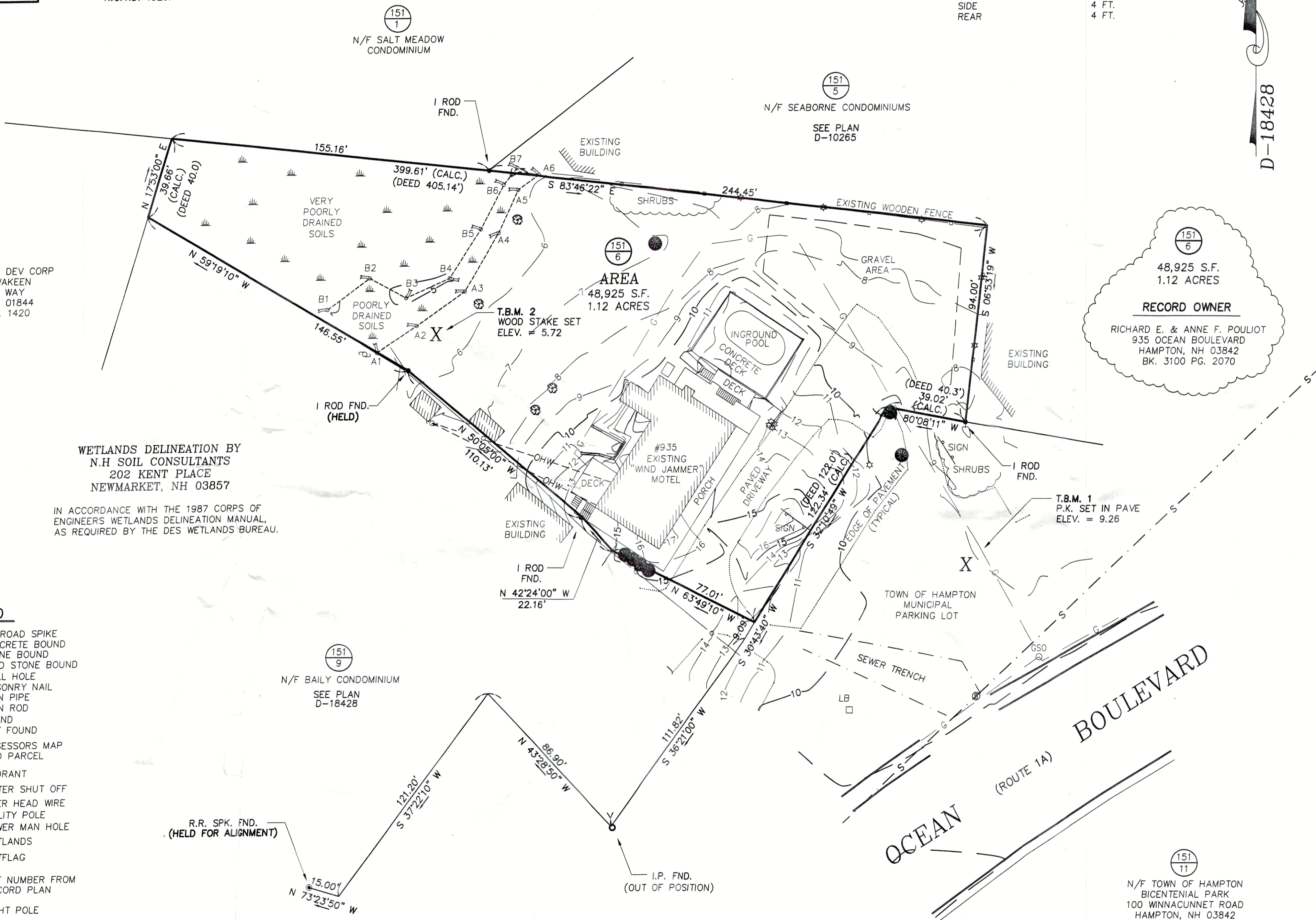
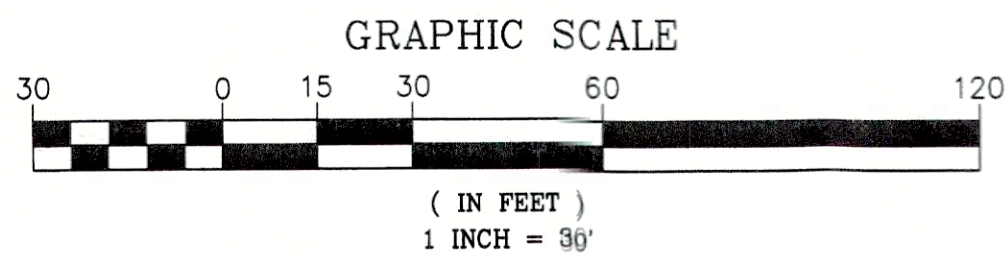
WETLANDS DELINEATION BY
N.H. SOIL CONSULTANTS
202 KENT PLACE
NEWMARKET, NH 03857

IN ACCORDANCE WITH THE 1987 CORPS OF
ENGINEERS WETLANDS DELINEATION MANUAL,
AS REQUIRED BY THE DES WETLANDS BUREAU.

LEGEND

- R.R. SPK. RAILROAD SPIKE
- C.B. CONCRETE BOUND
- S.B. STONE BOUND
- F.S.B. FIELD STONE BOUND
- D.H. DRILL HOLE
- PK MASONRY NAIL
- I.P. IRON PIPE
- I ROD IRON ROD
- FND. FOUND
- N/FND. NOT FOUND
- (0/00) ASSESSORS MAP AND PARCEL
- HYDRANT
- OHW OVER HEAD WIRE
- UTILITY POLE
- SEWER MAN HOLE
- WETLANDS
- WETFLAG
- (00) LOT NUMBER FROM RECORD PLAN
- ☆ LIGHT POLE
- LB LEACHING BASIN
- CHAIN LINK FENCE
- G APPROXIMATE GAS SERVICE (LOCATION AS PER INFORMATION PROVIDE BY NORTHERN UTILITIES)

R.R. SPK. FND.
(HELD FOR ALIGNMENT)

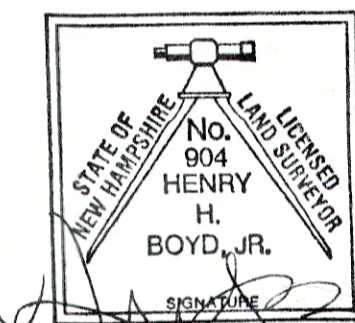


151/6
48,925 S.F.
1.12 ACRES
RECORD OWNER
RICHARD E. & ANNE F. POULIOT
935 OCEAN BOULEVARD
HAMPTON, NH 03842
BK. 3100 PG. 2070

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OF WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS ACTUAL SURVEY WAS MADE ON THE GROUND BETWEEN NOVEMBER AND DECEMBER 2006.

THAT THIS SURVEY CONFORMS TO THE REQUIREMENTS FOR ACCURACY FOR N.H. URBAN SURVEY.



12-12-2006
LICENSED LAND SURVEYOR DATE

TOWN OF HAMPTON PLANNING BOARD APPROVAL

CHAIRMAN DATE

EXISTING CONDITIONS		
SITE PLAN IN HAMPTON, NH		
SHOWING PROPOSED HOTEL AT 935 OCEAN BOULEVARD (ASSESSORS MAP 151 LOT 6)		
RECORD OWNER RICHARD E. & ANNE F. POULIOT 935 OCEAN BOULEVARD HAMPTON, NH 03842		
MILLENNIUM ENGINEERING INC. ENGINEERS AND LAND SURVEYORS P.O. BOX 745 13 HAMPTON ROAD EXETER, NH 03833 PHONE: (603) 778-0528 FAX: (603) 772-0689		
SCALE: 1"=30'	CALC. BY: P.D.B.	PROJECT: P06904
DATE: DEC. 12, 2006	CHKD. BY: H.H.B.	SHEET: 1 OF ?

Ownership and Encumbrance Report

Legal Description: A certain tract of land, together with the buildings thereon, situate in Hampton, in the County of Rockingham, and State of New Hampshire, Westerly of Ocean Boulevard, so-called, bounded and described as follows:

Beginning at the Northeasterly corner of the within described premises at an iron pipe at land now or formerly of one Kennedy, and running South 6° 31' East along said Kennedy land 94.0 feet to the Northeasterly intersection of two stone walls at common land; thence running South 83° 47' West along said stone wall and said common land 40.3 feet to the intersection of said stone wall with another stone wall; thence running South 16° 6' West along said common land as indicated by stone wall and/or the Easterly side of a ledge 122.0 feet to the center of a driveway serving the within described premises, and the premises now or formerly of Eli L. Goddard and Flora A. Goddard; thence running upon the following courses and for the following distances along said land now or formerly of Eli L. Goddard and Flora A. Goddard; North 79° 54' West 77.01 feet; North 57° 24' West 22.40 feet; North 66° 24' West 110.00 feet and North 75° 24' West 146.55 feet, the last course terminating at land now or formerly of Frank W. and Loretta V. Biery; thence running North 1 ° 48' East along said Biery land 40.0 feet to land now or formerly of Maude R. Irish; thence running North 80° 24' East along said Irish land and said land now or formerly of Kennedy 405.14 feet to the iron pipe at the point of beginning.

It is understood and agreed by the parties to this deed and their respective heirs and assigns, that the driveway above referred to shall be used in common by the owners and/or occupants of the premises hereinabove conveyed, and the premises retained by Eli L. Goddard and Flora A. Goddard, their heirs and assigns.

Subject to and with the benefit of a right-of-way with others as provided in a Warranty Deed from Eli L. Goddard and Flora A. Goddard to Louis T. Fecteau and Anita M. Fecteau dated April 21, 1966, and recorded in the Rockingham County Registry of Deeds at Book 1817, Page 202.

1. **Vesting:** Richard E. Pouliot and Anne F. Pouliot, Trustees of The Windjammer Trust by virtue of deed of Richard E. Pouliot and Anne F. Pouliot dated 6/10/2015 and recorded at Book 5626, Page 1015 of the Rockingham County Registry of Deeds.
2. **Encumbrances/Matters Affecting Title** (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary): **NONE**

We have searched the records of Rockingham, New Hampshire through August 23, 2022 4:00 PM

This ownership report does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance as to the status of title to real property. This report's maximum liability for incorrect information is limited to cost of the report.

A handwritten signature in black ink, appearing to read "Louise Ferola". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Louise Ferola, Title Officer

Dated: August 24, 2022



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

PRO FORMA/SPECIMEN

Schedule A

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: 2022-60642

Loan Policy No.: N/A

Loan No.: N/A

Premium: N/A

Address Reference: 935 Ocean Boulevard, Hampton, NH 03842

Amount of Insurance: N/A

Lender's Amount of Insurance: N/A

Date of Policy: N/A

Please complete the requested information if the insured premises is covered by any prior FATIC Policy(ies):
Policy No(s):N/A Amount(s) of Insurance: N/A

1. Name of Insured:

TBD

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

TBD

4. The Land herein described is encumbered by the following mortgage, and the assignment thereof, if any: N/A

5. The Land referred to in this policy is described as follows:


The Land referred to in this policy is located at 935 Ocean Boulevard, in the City/Town of Hampton, County of Rockingham, State of New Hampshire 03842, and is described as set forth in "Exhibit A" attached hereto and made a part hereof.

Summit Title Services, LLC

Agency Name

By:

Authorized Countersignature


 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule B	POLICY NUMBER PRO FORMA/SPECIMEN

Owner's Policy No.: tbd
Loan Policy No.: * NONE *
Agent File No.: 2022-60642

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
3. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
4. The mortgage, if any, referred to in Item 4 of Schedule A.
5. Liens for taxes and assessments which become due and payable subsequent to the date of policy.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate insured by this policy.
7. Rights in common with others in and to the driveway that is used by the heirs and assigns of Eli L. Goddard and Flora A. Goddard as set forth in deed dated 6/10/2015 and recorded at Book 5626, Page 1015.

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	POLICY NUMBER PRO FORMA/SPECIMEN

File No.: 2022-60642

The Land referred to herein below is situated in the County of Rockingham, State of New Hampshire, and is described as follows:

A certain tract of land, together with the buildings thereon, situate in Hampton, in the County of Rockingham, and State of New Hampshire, Westerly of Ocean Boulevard, so-called, bounded and described as follows:

Beginning at the Northeasterly corner of the within described premises at an iron pipe at land now or formerly of one Kennedy, and running South 6° 31' East along said Kennedy land 94.0 feet to the Northeasterly intersection of two stone walls at common land; thence running South 83° 47' West along said stone wall and said common land 40.3 feet to the intersection of said stone wall with another stone wall; thence running South 16° 6' West along said common land as indicated by stone wall and/or the Easterly side of a ledge 122.0 feet to the center of a driveway serving the within described premises, and the premises now or formerly of Eli L. Goddard and Flora A. Goddard; thence running upon the following courses and for the following distances along said land now or formerly of Eli L. Goddard and Flora A. Goddard; North 79° 54' West 77.01 feet; North 57° 24' West 22.40 feet; North 66° 24' West 110.00 feet and North 75° 24' West 146.55 feet, the last course terminating at land now or formerly of Frank W. and Loretta V. Biery; thence running North 1° 48' East along said Biery land 40.0 feet to land now or formerly of Maude R. Irish; thence running North 80° 24' East along said Irish land and said land now or formerly of Kennedy 405.14 feet to the iron pipe at the point of beginning.

It is understood and agreed by the parties to this deed and their respective heirs and assigns, that the driveway above referred to shall be used in common by the owners and/or occupants of the premises hereinabove conveyed and the premises retained by Eli L. Goddard and Flora A. Goddard, their heirs and assigns.

Together with the benefit of a right-of-way with others as provided in a Warranty Deed from Eli L. Goddard and Flora A. Goddard to Louis T. Fecteau and Anita M. Fecteau dated April 21, 1966 and recorded in the Rockingham County Registry of Deeds at Book 1817, Page 202.

PROPERTY DISCLOSURE

TO BE FULLY 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 BROKER representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize BROKER in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

Notice to SELLER(S): Complete all information and state "not applicable" or "unknown" as appropriate. If any of the information in this property disclosure form changes from the date of completion, you are to notify the Listing Broker promptly in writing.

1. SELLER: RICHARDO + ANNE POULIOT, TRUSTEES, WINDJAMMER TRUST

2. PROPERTY LOCATION: 935 OCEAN BOULEVARD, HAMPTON, NH 03842

3. CONDOMINIUM? Yes No
If Yes, is Condominium Notification form attached Yes No
If Yes, is Condominium Disclosure form attached? Yes No

4. SELLER: has has not occupied the property for last Two years.

5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

a. TYPE OF SYSTEM: Public Private Seasonal Unknown
 Drilled Dug Other _____

b. INSTALLATION: Location: UNKNOWN
Installed By: _____ Date of Installation _____
What is the source of your information? _____

c. USE: Number of Persons currently using the system: UNKNOWN
Does system supply water for more than one household? Yes No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: Yes No N/A Quantity: Yes No
Quality: Yes No Unknown
If Yes to any question, please explain in Comments below or with attachment.

e. WATER TEST: Have you had the water tested? Yes No
Date of most recent test _____
IF Yes to any question, please explain in comment section below or with attachment.
Are you aware of any test results reported as unsatisfactory or satisfactory with notations?
 Yes No
IF Yes, are test results available? Yes No
What steps were taken to remedy the problem?
COMMENTS: _____

6. SEWAGE DISPOSAL SYSTEM

a. TYPE OF SYSTEM: Public: Yes No Private: Yes No Community/Shared: Yes No
Unknown: Yes No

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

c. RADON/AIR - Current or previously existing:
Has the property been tested? Yes No Unknown
If, YES: Date: _____ By: _____
Results: _____
If applicable, what remedial steps were taken? _____
Has the property been tested since remedial steps? Yes No
Are test results available? Yes No
Comments: _____

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:
Is Lead Paint Disclosure required? Yes No;
If yes, has the Lead Paint Disclosure & Informational Pamphlet been provided? Yes No
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: Do NOT KNOW IF LEAD PAINT EXISTS; UNKNOWN

f. Are you aware of the following hazardous materials?
- Industrial, Radioactive, or Chemical Wastes Yes No Unknown
- PCB's & PCB containing transformers, Capacitors or other Equipment Yes No Unknown
- Waste Disposal Areas Yes No Unknown
- Other Toxic, Hazardous or Contaminated Substances including present & past use of the property
 Yes No Unknown
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: Source of information: _____
Comments: NO KNOWN ITEMS EXIST.

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?
 Yes No Unknown
If YES: Source of information: _____
Comments: _____

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?
 Yes No Unknown
If YES: Source of information: _____
Comments: _____

p. Electrical System: Circuit Breakers Fuses
 Amps: VARIAS Volts: 110v
 3-Phase: _____
 Age: 15 years +
 Source of Information: UNKNOWN
 Comments: _____

q. Modifications: Are you aware of any modifications or repairs made without the necessary permits?
 Yes No Unknown
 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. Other (e.g. Alarm System, Irrigation System, etc.) _____

10 ADDITIONAL INFORMATION

- a. Attachment explaining current problems, past repairs, or additional information? Yes No
- b. Additional Comments: LARGER SHED WITH LIFT UP GARAGE DOOR WITH CONTENTS NOT INCLUDED IN THIS SALE.

AS THE SELLER, I/WE HAVE PROVIDED THE INFORMATION CONTAINED IN THIS INFORMATION STATEMENT AND REPRESENT THAT ALL STATEMENTS AND INFORMATION ARE CORRECT. I/WE UNDERSTAND THAT INFORMATION CONTAINED IN THIS INFORMATION STATEMENT WILL BE COMMUNICATED TO PROSPECTIVE BUYERS. SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

[Signature], Trustee
 SELLER

9/14/2022
 DATE

Anne F. Pauliot
 SELLER

9/14/2022
 DATE

NOTICE TO PURCHASER(S): PRIOR TO CLOSING YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO THE PROPERTY AND ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT.

AS THE BUYER, I/WE HAVE READ AND RECEIVED A COPY OF THIS DISCLOSURE AND UNDERSTAND THAT I/WE SHOULD SEEK INFORMATION FROM PROFESSIONALS NORMALLY ENGAGED IN THE BUSINESS REGARDING ANY SPECIFIC ISSUES OF CONCERN.

 BUYER

 DATE

 BUYER

 DATE

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): the Windjammer Trust by Richard & Anne Pouliot
 Buyer(s): _____
- Street: _____ Street: _____
- City/State/Zip: _____ City/State/Zip: _____
- Telephone #: _____ Telephone #: _____

2. Property: Land Land & Buildings Condo Other: _____
- Street Address: 935 Ocean Boulevard City/Town: Hampton
- County: Rockingham State: New Hampshire
- Also known as Tax Map 151, Block 6, with deed recorded at the Rockingham County Registry of Deeds at Book 5626, Page 1015.

3. BID PRICE (HAMMER PRICE): \$ _____
- 7% BUYER'S PREMIUM: \$ _____
- TOTAL PURCHASE PRICE DUE FROM BUYER: \$ _____

INITIAL DEPOSIT, 10% of total purchase price,
 to be held by Paul McInnis LLC
 Escrow Account, to be delivered to Paul McInnis, LLC
 No later than October 14th, 1:00 p.m.
 Receipt of which is acknowledged
 and is NON-REFUNDABLE, except as provided below:

- _____ \$ _____
- 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 Monday, November 28th at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at Rockingham County Registry of Deeds in Brentwood, NH on Monday, November 28th at 10:00 a.m.

 Seller

 Buyer

5. Title shall be transferred by NH 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 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: Furniture, fixtures and equipment.
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

EXHIBIT A

Return to:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Richard E. Pouliot and Anne F. Pouliot, as Trustees of The Windjammer Trust u/t/a dated June 10, 2015, of 939 Ocean Boulevard, Unit 6, Hampton, NH, for consideration paid grants to _____, single/married (circle one) of _____, as joint tenants with rights of survivorship/tenants in common (circle one), with WARRANTY COVENANTS:

A certain tract of land, together with the buildings thereon, situate in Hampton, in the County of Rockingham, and State of New Hampshire, Westerly of Ocean Boulevard, so-called, bounded and described as follows:

Beginning at the Northeasterly corner of the within described premises at an iron pipe at land now or formerly of one Kennedy, and running South 6° 31' East along said Kennedy land 94.0 feet to the Northeasterly intersection of two stone walls at common land; thence running South 83° 47' West along said stone wall and said common land 40.3 feet to the intersection of said stone wall with another stone wall; thence running South 16° 6' West along said common land as indicated by stone wall and/or the Easterly side of a ledge 122.0 feet to the center of a driveway serving the within described premises, and the premises now or formerly of Eli L. Goddard and Flora A. Goddard; thence running upon the following courses and for the following distances along said land now or formerly of Eli L. Goddard and Flora A. Goddard; North 79° 54' West 77.01 feet; North 57° 24' West 22.40 feet; North 66° 24' West 110.00 feet and North 75° 24' West 146.55 feet, the last course terminating at land now or formerly of Frank W. and Loretta V. Biery; thence running North 1° 48' East along said Biery land 40.0 feet to land now or formerly of Maude R. Irish; thence running North 80° 24' East along said Irish land and said land now or formerly of Kennedy 405.14 feet to the iron pipe at the point of beginning.

It is understood and agreed by the parties to this deed and their respective heirs and assigns, that the driveway above referred to shall be used in common by the owners and/or occupants of the premises hereinabove conveyed, and the premises retained by Eli L. Goddard and Flora A. Goddard, their heirs and assigns.

Subject to and with the benefit of a right-of-way with others as provided in a Warranty Deed from Eli L. Goddard and Flora A. Goddard to Louis T. Fecteau and Anita M. Fecteau dated April 21, 1966 and recorded in the Rockingham County Registry of Deeds at Book 1817, Page 202.

Meaning and intending to describe and convey the same premises conveyed to Richard E. Pouliot and Anne F. Pouliot, as Trustees of The Windjammer Trust u/t/a dated June 10, 2015 by virtue of a deed from Richard E. Pouliot and Anne F. Pouliot dated June 10, 2015 and recorded in the Rockingham County Registry of Deeds in Book 5626 at Page 1015.

Executed this ____ day of _____, 2022.

The Windjammer Trust

By: _____
Richard E. Pouliot, Trustee

The Windjammer Trust

By: _____
Anne F. Pouliot, Trustee

State of New Hampshire
County of _____

Then personally appeared before me on this _____ the said Richard E. Pouliot and Anne F. Pouliot, as Trustees of The Windjammer Trust and acknowledged the foregoing to be their voluntary act and deed.

Notary Public/Justice of the Peace
Commission expiration:

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 paulmcinnis.nextlot.com (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.

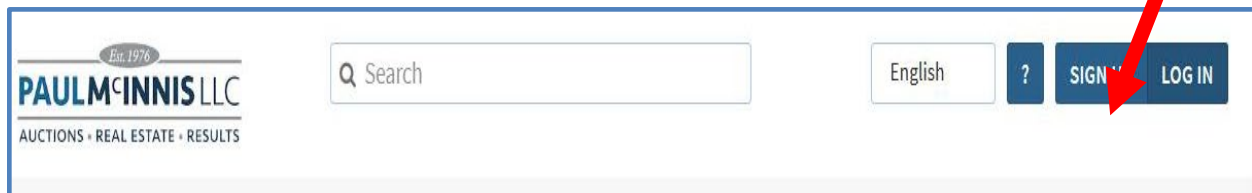
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To 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 Friday, October 14th 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 a digital payment platform. You may request this option by emailing 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, *NextLot*, by [clicking here](#).

As shown below, you will need to **"SIGN UP"** in the upper right-hand corner of your screen to register and create your *NextLot* 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 *NextLot* account.



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



1 Juniper Road, North Hampton, NH 03862
Phone (603) 964-1301 paulmcinnis.com Fax (603) 964-1302

Email completed form to
admin@paulmcinnis.com

ONLINE BIDDER REGISTRATION FORM • 22PM-19

BIDDING STARTS: Thursday, October 6th at 9:00 a.m.
BIDDING ENDS: Thursday, October 13th at 2:00 p.m.
PROPERTY: Windjammer By the Sea Motel, Hampton, 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 Friday, October 14th 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 Friday, October 14th at 1:00 p.m., with the balance due at closing within 45 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 Warranty Deed. Sale per order 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:

22PM-19 Reviewed by:
