

Town of Nottingham
P.O. Box 114
Nottingham NH 03290



Office (603) 679-5022
Fax (603) 679-1013

VOLUNTARY MERGER MORTGAGE HOLDER CONSENT FORM

Per RSA 674:39-a I Any owner of 2 or more contiguous preexisting approved or subdivided lots or parcels who wishes to merge them for municipal regulation and taxation purposes may do so by applying to the Planning Board or its designee...

Per RSA 674:39-a II If there is any mortgage on any of the lots, the applicant shall give written notice to each mortgage holder at the time of the submission of the application. The written consent of each mortgage holder shall be required as a condition of approval of the merger, and shall be recorded with the notice of the merger pursuant to RSA 674:39-a I. Upon recordation of the notice and each consent, the mortgage or mortgages shall be deemed by operation of law to apply to all lots involved in the merger. The municipality shall not be liable for any deficiency in the notice to mortgage holders.

Property Owner(s): 1) NO MORTGAGE ON EITHER LOT 2)

Phone:	
Mailing Address:	
City, State & Zip	

EXISTING PARCELS:

Map	Lot	Sub	Physical Address
Map	Lot	Sub	Physical Address
Map	Lot	Sub	Physical Address

Physical Address: _____

Deeds / Sub-Division Plans / Other: List the book and page for deeds identifying unmerged status.

Book	Book	Book	Book
Page	Page	Page	Page

MORTGAGE HOLDER CONSENT FORM ACKNOWLEDGEMENT AND AUTHORIZATION:

By signing below, the Applicant(s) agrees that (1) this consent form shall be mailed to all mortgage holders for signature, and (2) must be received by the Nottingham Planning Board prior to any approvals.

<i>[Signature]</i>	2-19-21		
Owner Signature	Date	Owner Signature	Date

MORTGAGE HOLDER CONSENT FORM ACKNOWLEDGEMENT:

By signing below, the Mortgage Representative acknowledges they have received notification of the Application of Voluntary Merger from the owner(s) of the property.

_____	_____	_____
Mortgage Representative Signature	Title	Date
_____	_____	_____
Print Name	Telephone #	

Mailing Address		

One original retained in Tax Assessing files / One original for Rockingham County Registry of Deeds / Recorded copy to be returned to owner(s).

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APPLICATION FOR VOLUNTARY MERGER, cont.

Mortgage Holder Consent Names & Addresses:

n/a

Mortgage Company Name:	
Company Representative:	
Address:	
City, State & Zip:	

Mortgage Company Name:	
Company Representative:	
Address:	
City, State & Zip:	

Mortgage Company Name:	
Company Representative:	
Address:	
City, State & Zip:	

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Instructions & General Information for Voluntary Merger of Lots:

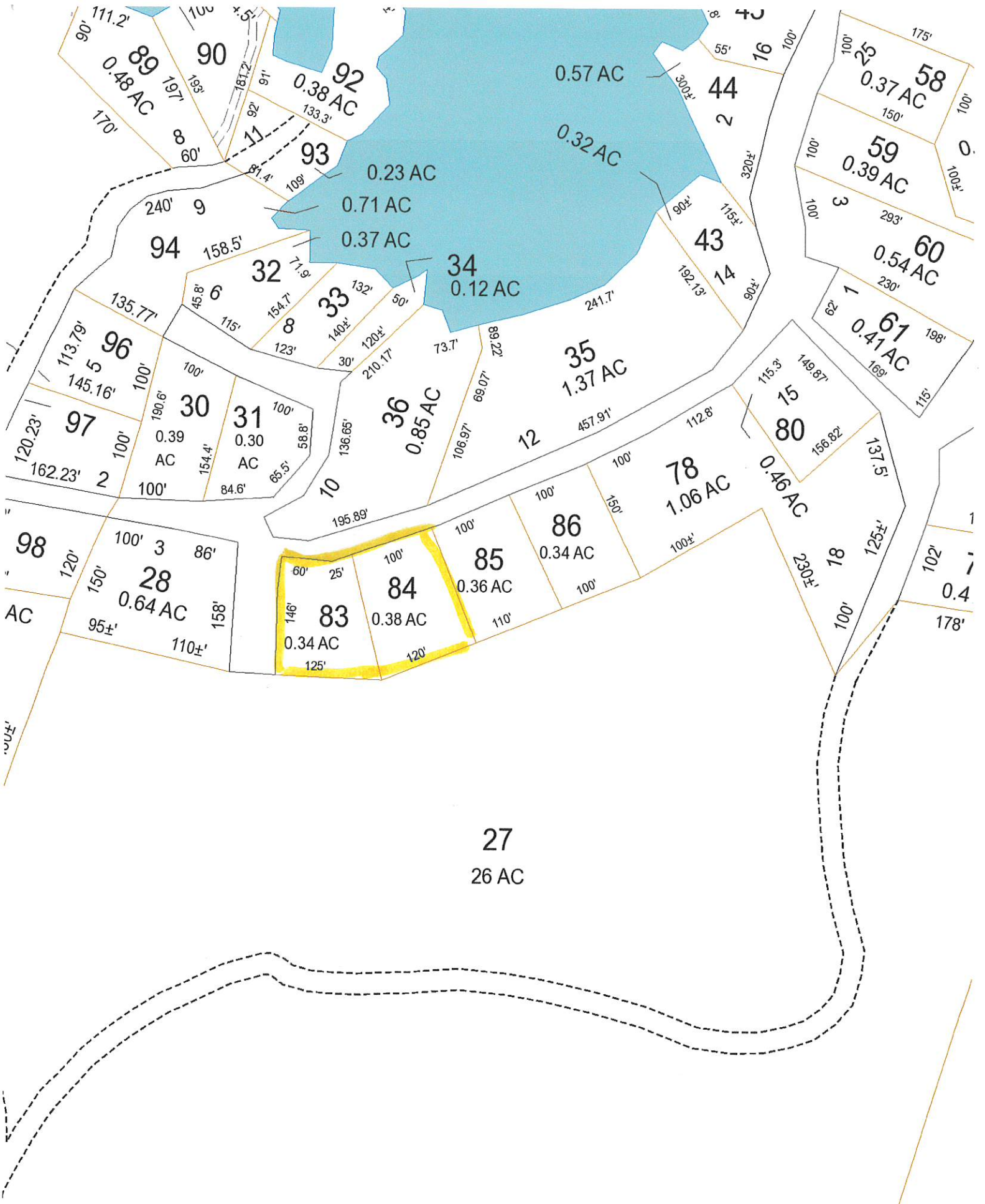
In accordance with NH RSA 674:39-a, any owner of 2 or more contiguous preexisting approved or subdivided lots or parcels who wishes to merge them for municipal regulation and taxation purposes may do so by applying to the Planning Board. Except as set forth in RSA 674:39-a II and III, all such requests shall be approved, and no public hearing or notice shall be required. No new survey plat need be recorded, but a notice of the merger, sufficient to identify the relevant parcels and endorsed in writing by the Planning Board, shall be filed for recording in the Registry of Deeds, and a copy received by the assessing officials.

No such merged parcel shall thereafter be separately transferred without subdivision approval. No city, town, county, or village district may merge preexisting subdivided lots or parcels except upon the consent of the owner.

MORTGAGE HOLDER CONSENT: Per RSA 674:39-a II: If there is any mortgage on any of the lots, the applicant shall give written notice to each mortgage holder at the time of the submission of the application. The written consent of each mortgage holder shall be required as a condition of approval of the merger, and shall be recorded with the notice of the merger pursuant to RSA 674:39-a I. Upon recordation of the notice and each consent, the mortgage(s) shall be deemed by operation of law to apply to all lots involved in the merger. The municipality shall not be liable for any deficiency in the notice to mortgage holders.

Procedure for Requesting Voluntary Lot Merger is as Follows:

1. Complete and submit the Application for Voluntary Lot Merger to the Nottingham Planning Board.
 - a. Document the pre-merger configuration of any lots by providing the Book and Page #'s for all properties.
 - b. Mail the Mortgage Holder Consent form to mortgage holder(s) for mortgage company representative signature and return the form to the Town of Nottingham.
2. The Assessing Department shall review the application and forward any comments to the Planning Board within five (5) days of receipt of the materials.
3. The Planning Board shall schedule consideration of the Application during a regularly scheduled meeting, once the Mortgage Holder Consent Form has been received.
4. If upon review by the Planning Board, the Board determines that additional information is required; up to an additional ten (10) days will be provided to produce the additional information.
5. If the Application has been granted, the appropriate changes will be noted on the Tax Maps, Assessor records, and shall be recorded at the Rockingham County Registry of Deeds.
6. All decisions of the Select Board may be appealed in accordance with the provisions of RSA 676.



27
26 AC

TOWN

OWNER INFORMATION		SALES HISTORY				
COLLINS, ANIELLO A		Date	Book	Page	Type	Price Grantor
PO BOX 784		04/01/1998	3284	2023	U V 18	10,000 TUCCKERLANGELO/ROSALIE

LISTING HISTORY	NOTES
RAYMOND, NH 03077	
06/13/19 RWVL	VACANT; FORMERLY INCLUDED LOT #84-86; UNEVEN TOPO; SOME LOW, WET; WOODED; BEACH RIGHTS; 6/19; VACANT, WOODED; 10/20; LOT RESTORATION BK 6141 PG 440 07/20 RCRD; ACREAGE ADJUSTED
02/05/19 INSP	
08/08/14 JBVL	
06/29/05 LMHC	
05/21/98 AAL	
01/09/87 DMO	

EXTRA FEATURES VALUATION		MUNICIPAL SOFTWARE BY AVITAR	
Feature Type	Units Length x Width	Size Adj	Rate
			Cond
			Market Value Notes

LAND VALUATION				LAST REVALUATION: 2020			
Zone: R-AG RES/AGR DIST	Minimum Acreage: 2.00	Minimum Frontage: 200	Site: UNDWDS	Driveway: UNDEVELOPED	Road: DIRT/GRAVEL		
Land Type	Units	Base Rate	NC Adj	Site	Road	DWWay	Topography
IF RES WTR ACS	0.340 ac	109,000	D	90	55	95	90 -- ROLLING
PAWTUCKAWAY	10,000 wf						100 -- LEVEL
	0.340 ac						
				Cond	Ad Valorem	SPI	R
				100	41,500	0	N
				100	45,000	0	N
							WA
					86,500		
							86,500

TOWN OF NOTTINGHAM
NEW HAMPSHIRE

PARCEL TOTAL TAXABLE VALUE

Year	Building	Features	Land
2019	\$ 0	\$ 0	\$ 106,700
			Parcel Total: \$ 106,700
2020	\$ 0	\$ 0	\$ 86,500
			Parcel Total: \$ 86,500
2021	\$ 0	\$ 0	\$ 86,500
			Parcel Total: \$ 86,500

Map: 000070

Lot: 000083

Sub: 000000

Card: 1 of 1

TUCKAWAY SHORES ROAD

NOTTINGHAM

Printed: 02/07/2021

PICTURE

OWNER

TAXABLE DISTRICTS

BUILDING DETAILS

COLLINS, ANNEILLO A

District Percentage

PO BOX 784

RAYMOND, NH 03077

PERMITS

Date Project Type

Notes

Model: Roof: Baths: Fixtures:
 Ext: Int: Heat: Fireplaces:
 Floor: Heat: Bedrooms: A/C: Generators:
 Extra Kitchens:
 Com. Wall: Quality:
 Stories: Stories:

Base Type:

BUILDING SUB-AREA DETAILS

2020 BASE YEAR BUILDING VALUATION

Year Built:
 Condition For Age:
 Physical:
 Functional:
 Economic:
 Temporary:

OWNER INFORMATION		SALES HISTORY		
Date	Book	Page	Type	Price Grantor

COLLINS, ANNELLO A

PO BOX 784

RAYMOND, NH 03077

LISTING HISTORY

NOTES

10/20: LOT RESTORATION BK 6141 PG 440 07/20 RCRD;

EXTRA FEATURES VALUATION

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
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MUNICIPAL SOFTWARE BY AVITAR



NEW HAMPSHIRE

PARCEL TOTAL TAXABLE VALUE

Year	Building	Features	Land
2020	\$ 0	\$ 0	\$ 88,000
Parcel Total:			\$ 88,000
2021	\$ 0	\$ 0	\$ 88,000
Parcel Total:			\$ 88,000

LAND VALUATION

Zone: R-AG RES/AGR DIST	Minimum Acreage: 2.00	Minimum Frontage: 200	Site: UND/WDS	Driveway: UNDEVELOPED	Road: DIRT/GRAVEL									
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
IF RES WTR ACS	0.380 ac	113,000	D	90	55	95	90	90 -- ROLLING	100	43,000	0	N	43,000	
PAWTUCKAWAY	10,000 wf							100 -- LEVEL	100	45,000	0		45,000	SHARED ACCESS
	0.380 ac									88,000			88,000	

LAST REVALUATION: 2020

PICTURE

OWNER

TAXABLE DISTRICTS

BUILDING DETAILS

COLLINS, ANIELLO A

PO BOX 784

RAYMOND, NH 03077

District

Percentage

Model:

Roof

Ext:

Int:

Floor:

Heat:

Bedrooms:

Baths:

Extra Kitchens:

A/C:

Quality:

Com. Wall:

Stories:

Fixtures:

Fireplaces:

Generators:

Base Type:

BUILDING SUB AREA DETAILS

2020 EASE-YEAR BUILDING VALUATION

Year Built:
Condition For Age:
Physical:
Functional:
Economic:
Temporary:

%

%

Book: 6141 Page: 440

20035906 07/20/2020 12:45:40 PM
Book 6141 Page 440 Page 1 of 1
Register of Deeds, Rockingham County

Christy Ann Loney

RECORDING 10.00
SURCHARGE 2.00



me
Town of Nottingham
P.O. Box 114
Nottingham NH 03290



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Fax (603) 679-1013

NOTICE OF DECISION
FOR RESTORATION OF INVOLUNTARILY MERGED LOTS
(PER RSA 474:39-aa)

Current Map & Lot #: 70-83

Un-Merged Map & Lot #'s: 70-84 70-85 70-86 per Avitar's notations on tax card

Owner Name: Collins, Anniello

Mailing Address: PO Box 784, Raymond NH 03077

APPROVED

DENIED

[Signature] _____, Select Board Chair 2/12/2020
Date
[Signature] _____, Selectman
[Signature] _____, Selectman
[Signature] _____, Selectman
[Signature] _____, Selectman

B3284 P2023

WARRANTY DEED

We, Angelo F. Tucceri and Rosalie U. Tucceri of Needham, Norfolk County, Massachusetts for consideration paid, grant to NEIL A. COLLINS AND JUDITH A. COLLINS, of Tuckaway Shore Road, Town of Nottingham, Rockingham County, New Hampshire, husband and wife, as joint tenants with rights of survivorship, with

WARRANTY COVENANTS:

Four certain lots of land situated in Nottingham, County of Rockingham, State of New Hampshire near Pawtuckaway Lake, so-called, and being Lots Nos. 3,4,5 and 6, Section C all as shown on "Tuckaway Shores (First Addition) Nottingham, N.H., April 1957" recorded in Rockingham County Registry of Deeds, Plat 113, Page 12, being bounded and described as follows:

Lot No. 3. Beginning at the North westerly corner of Lot No. 4, Section C at or near the access road leading to said Tuckaway Shores development and running S. 7 1/3° W. along said Lot No. 4 150 feet; thence running N. 70° W. along Lot No. 23 125 feet to another road in said Development; thence running along or near said second road N. 16° E. 100 feet and N. 32° E. 46 feet; thence running along or near said main access road S. 64° E. 80 feet and S. 89 1/2° E. 25 feet to the point of beginning.

Lot No. 4. Beginning at the Northeasterly corner of Lot No. 3, Section C at or near the access road leading to said Tuckaway Shores Development and running N. 84 1/3° E. along or near said access road 100 feet; thence running S. 1° E. along Lot No. 5, Section C 150 feet; thence running S. 86 1/2° W. along a portion of Lot No. 22 and a portion of Lot No. 23 124.5 feet; thence running N. 7 1/2° E. along said Lot No. 3 150 feet to the point of beginning.

Lot No. 5. Beginning at the Northeasterly corner of Lot No. 4, Section C at or near the access road leading to said Tuckaway Shores Development and running N. 79° E. along or near said access road 100 feet; thence running S. 5° E. along Lot No. 6, Section C 150 feet; thence running S. 79 1/2° W. along Lot No. 21 and a portion of Lot No. 22 114 feet; thence running N. 1° W. along said Lot No. 4 150 feet to the point of beginning.

Lot No. 6. Beginning at the Northeasterly corner of Lot No. 5, Section C at or near the access road leading to said Tuckaway Shores Development and running N. 81° E. along or near said access road 100 feet; thence running S. 8° E. along Lot No. 7, Section C 150 feet; thence running S. 81° W. along Lot No. 20 and a portion of Lot No. 21 106 feet; thence running N. 5° W. along said Lot No. 5 150 feet to the point of beginning.

Together with all right, title, and interest in and to those strips of land lying between the above described lots, and any roads serving the same.

Being a portion of the premises described in deed of Johan Brustle to Angelo F. Tucceri and Rosalie U. Tucceri dated September 19, 1969 and recorded in the

0023178

APR 16 11 59 AM '98

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

B3284 P2024

Rockingham County Registry of Deeds, Book 2100, Page 76.

Restrictions Nos. 7 and 8 hereinafter set forth, shall be considered as modified as respects ownership of two adjoining parcels of land, for so long as such parcels be not conveyed individually to other parties, it being the intention to consider such adjoining parcels as but one lot.

This conveyance is made subject to the following restrictions, which restrictions shall be binding on all parties and persons claiming under them and for the benefit of and limitation upon all future owners.

1. The land conveyed herein shall be used only for residential purposes. No trailers, mobile homes, barracks-type structures of any kind shall be permitted on any lot or parcel, either temporary or permanently.
2. No lot shall be resubdivided and developed, occupied or sold as an individual parcel smaller than the original lot. If an owner owns two or more adjoining lots, he may sell any part of his extra lot or lots to an owner of a lot adjacent to the lot to be conveyed, but by so doing, the part conveyed will become part of the buyer's adjacent lot and the part not conveyed will become part of the seller's adjacent lot, and both seller and purchaser must thereafter develop, occupy and sell their entire parcels as single tracts.
3. All buildings, structures, installations and other improvements to be erected, placed, constructed, altered or maintained on the land conveyed herein must comply with all municipal and other governmental laws, ordinances and regulations duly affecting said land; provided, however, that any provision herein differing therefrom shall not be construed as a waiver by the grantor of the necessity of compliance with the restrictions herein described.
4. No buildings shall be constructed on any lot or parcel except one detached single family dwelling not to exceed two stories in height and one detached carport or garage for not more than two automobiles.
5. No outside toilets shall be permitted on any lot or parcel.
6. No structure or building of any sort or any sewerage system shall be constructed, erected, placed, or installed on any land conveyed herein until its plans, specifications and location have been approved by the grantor or his heirs and assigns. The grantor, successors and assigns shall have the exclusive right to refuse or approve any such plans, specifications and locations and such refusal may be based on any grounds including purely aesthetic grounds.
7. No building shall be constructed on any lot within fifteen (15) feet of an adjoining lot. In cases of single ownership of more than one lot, this restriction shall apply to the parcel owned as a whole. No building will be located nearer than twenty-five (25) feet to the shoreline nor nearer than twenty-five (25) feet to any road shown on said plan.
8. No discharge or drains from a septic tank or other sewage disposal unit may be located within twenty (20) feet of an adjoining lot or within forty (40) feet of any water front line, or so as to cause a public nuisance or contaminate the waters of

Pawtuckaway Lake, or any stream draining into said lake.

9. No livestock, animals or poultry shall be kept or maintained, or allowed on the land conveyed herein other than the commonly accepted domestic household pets. No signs of any kind shall be displayed except one giving the name of the occupant or a "For Sale" or "For Rent" sign, if the form and size of such signs be first approved by the grantor.

10. No noxious, dangerous, offensive or unduly noisy activity of any nature shall be allowed, nor shall any activity or condition that may be or become an annoyance or nuisance be permitted. All vacant lots shall be kept free of accumulations of trash or other material which may constitute a health or fire hazard, and the grantor, or his heirs or assigns, reserves the right of entry on vacant lots for the purpose of clearing away any such accumulation.

11. All portions on the plan of this subdivision which are marked "Reserved" shall remain the private property of the grantor and are not subject to these restrictions.

12. The grantor reserves the right to change or cancel any or all of these restrictions, if in his judgment the development or lack of development of adjacent property makes that course necessary or advisable. The grantor reserves the right at any time, to alter or change the locations, boundaries, courses and other features or roadways shown on any plan on which the land conveyed herein may appear and to discontinue or abandon entirely any such roadways, and to provide ways not previously shown on any plan, so long as the exercise of said right does not deny said land adequate means of access to some public way.

13. Any and all rights and reservations of the grantor hereunder, including but not limiting to the affirmative rights may be transferred or assigned by the grantor to a property owners' association or other similar corporate or non-corporate organization whose purposes is to provide for the welfare of the residents of this subdivision.

14. As to the owner or owners, other than the seller, of any lots in said tract, the restrictions shall operate as covenants running with the land for their benefit, and upon any breach of or default in any of said restrictions or covenants, the owner of any other lot in said tract shall have the right to institute and maintain any appropriate action in equity to enjoin, abate or remedy the default or breach, but this provision shall not be construed as in any wise impairing the right of the seller or enforce a forfeiture and to re-enter upon said premises as above provided upon any such breach or default. The term "owner" as used in this paragraph shall include the bona fide owner of any agreement of sale for any lot in said tract. Failure to enforce any provision herein contained in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

15. There is conveyed herewith the right to use, in common with all other lot owners, the community beach area and community boat ramp, so-called, reserved to use of all lot owners. There is further conveyed the right to use all roadways shown on said plan, and a right of way over the road providing access to the public highway. The use of said community boat ramp is restricted to bathing.

B3284 P2026

access to said lake on foot and to the launching and landing of boats, and does not include the right to block said way by parking boats on the water front or in the right of way.

EXECUTED this 13th day of March, 1998.


Angelo F. Tucceri

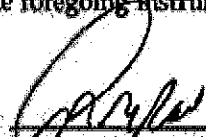

Rosalie U. Tucceri

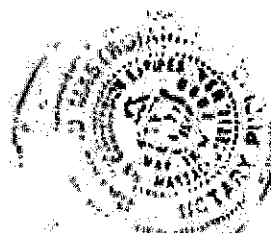
COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

MARCH 13, 1998

Then personally appeared the above named ANGELO R TUCCERI AND ROSALIE U. TUCCERI and acknowledged the foregoing instrument to be THEIR free act and deed, before me,


Raymond M. Mastroianni
Notary Public
My Commission Expires: 5/19/2000



STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION REAL ESTATE TRANSFER TAX

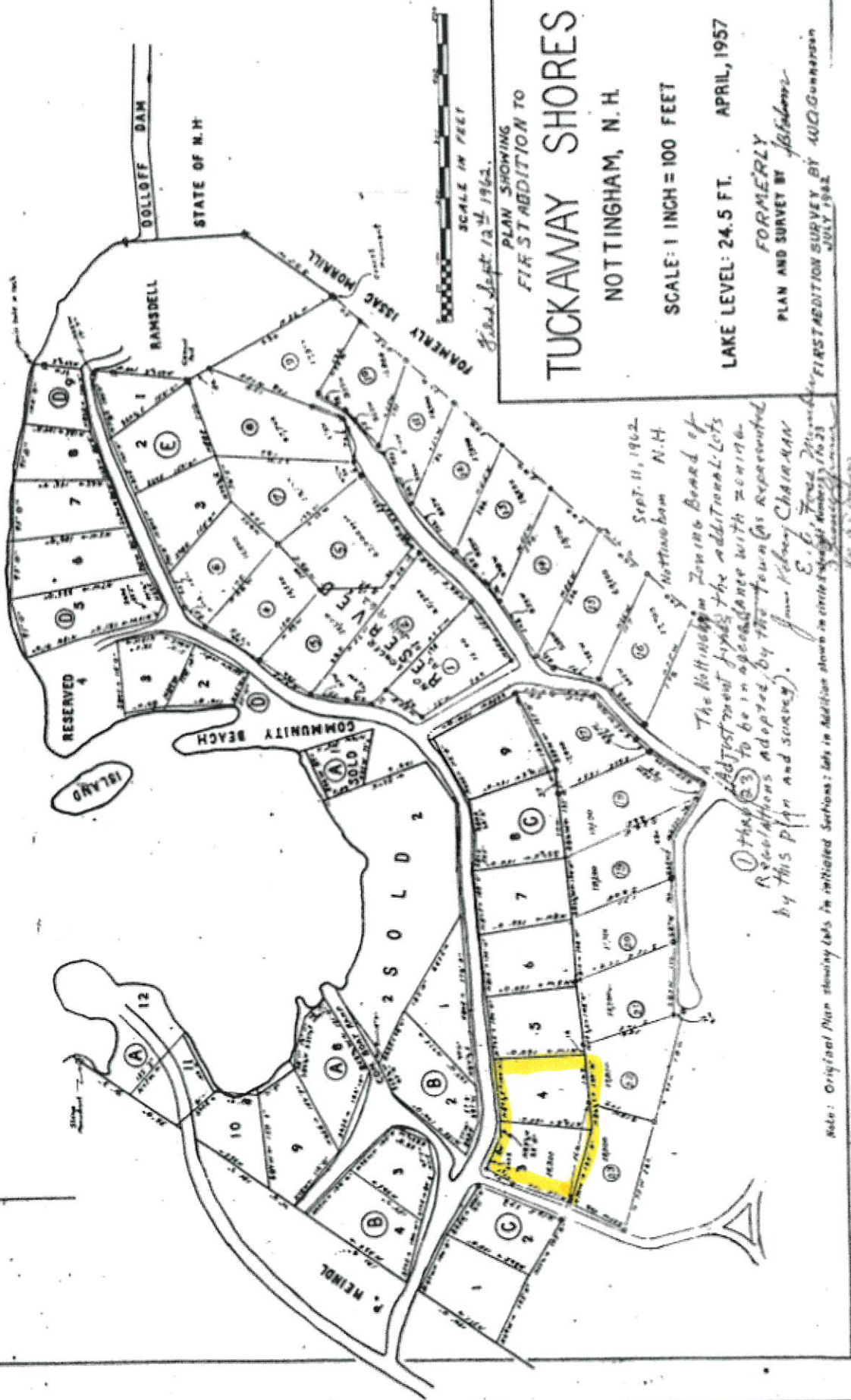
THOUSAND HUNDRED AND DOLLARS

041698 284812 \$100.00

WORLD WIDE TITLE CO.

03375

PAWTUCKAWAY LAKE



TUCKAWAY SHORES
 NOTTINGHAM, N. H.
 SCALE: 1 INCH = 100 FEET
 LAKE LEVEL: 24.5 FT. APRIL, 1957
 PLAN AND SURVEY BY *J. Johnson*
 FORMERLY
 FIRST ADDITION SURVEY BY A.O.C. GUNNARSON
 JULY 1962

Sept. 11, 1962
 Nottingham N.H.
 The Nottingham Zoning Board of Adjustment finds the additional lots to be in accordance with zoning regulations adopted by the town (as represented by the town chairman E. C. Fred McComb) on Sept. 11, 1962.

① This adjustment is adopted by this plan and survey.

Note: Original Plan showing lots in indicated sections: lots in addition shown in circle (see page 23 of plan)

E. C. Fred McComb
 Town Chairman