

# PUBLIC AUCTION

## (12) TAX DEEDED SALES IN GILMANTON, NH

(3) LARGE PARCELS ★ (4) VACANT LOTS NEAR SAWYER LAKE

(5) VACANT LOTS NEAR SHELLCAMP POND



**Saturday, September 10, 2022 @ 10:00 AM** (Registration from 9:00 AM)

Sale to be held at: **Gilmanton Town Offices, 503 Province Road, Gilmanton, NH**

**ID#22-154** · We are pleased to offer for the Town of Gilmanton at PUBLIC AUCTION, these (12) properties which were acquired by Tax Collector's Deed. These properties will be sold at PUBLIC AUCTION and appeal to investors, builders, or abutters!

### SALE # 1:

**326 Allens Mill Road  
(Tax Map 420, Lot 136)**

6± acre parcel consisting of a dilapidated mobile home that will need to be removed within 30 days from closing as a condition of the sale · Add'l features include a detached 1-car garage, multiple sheds, property is served by well & septic (cond. unknown) · Assessed Value: \$108,500. 2021 Taxes: \$2,550.

**DEPOSIT: \$5,000**

### SALE # 2:

**805 Province Road  
(Tax Map 414, Lot 85)**

3.1± acre parcel that consists of a dilapidated mobile home w/ addition & shed that will need to be removed within 30 days from closing as a condition of the sale · Additional features include a detached 24' x 32' two-car garage and numerous outbuildings, property is served by well & septic (condition unknown) · Assessed Value: \$84,800. 2021 Taxes: \$1,993.

**DEPOSIT: \$5,000**

### SALE # 3:

**NH Rt. 106  
(Tax Map 412, Lot 24)**

10.1± acre rear lot located along the Belmont town line · Lot is wooded, contains wetlands and is rolling in topography · Assessed Value: \$16,700. 2021 Taxes: \$392.

**DEPOSIT: \$2,500**

## SAWYER LAKE PROPERTIES (4)



**SALE # 4: Dock Road (Tax Map 122, Lot 122)** · 0.26± acre vacant wooded lot located on a private road near Sawyer Lake · Lot slopes slightly down off road and is rolling in topography · Assessed Value: \$10,000. 2021 Taxes: \$235.

**DEPOSIT: \$2,500**

**SALE # 5: Aspen Ave (Tax Map 118, Lot 27-1)** · 0.48± acre vacant heavily wooded lot located near Sawyer Lake that is sloping down from the road and appears to be wet · Assessed Value: \$4,700. 2021 Taxes: \$110.

**DEPOSIT: \$1,000**

**SALE # 6: Locust Ave (Tax Map 119, Lot 53)** · Vacant 0.14± acre lot located near Sawyer Lake at the top of Locust Ave, road is not complete · Lot doesn't have road frontage and is very steep · Assessed Value: \$2,500. 2021 Taxes: \$59.

**DEPOSIT: \$1,000**

**SALE # 7: Iris Ave (Tax Map 119, Lot 45)** · 0.14± acre rear lot located behind 20 Iris Avenue near Sawyer Lake, lot appears to be wooded and steep in topography · Assessed Value: \$2,600. 2021 Taxes: \$61.

**DEPOSIT: \$1,000**

## SHELLCAMP POND PROPERTIES (5)



**SALE # 8: Valley Shore Drive (Tax Map 131, Lot 83)** · Vacant 0.36± acre unbuildable lot w/ 175' FF along Shellcamp Pond · Lot is wet, wooded and has a swampy waterfront · Assessed Value: \$18,800. 2021 Taxes: \$442.

**DEPOSIT: \$2,500**

**SALE # 9: Winter Street (Tax Map 130, Lot 42)** · Vacant 0.49± acre lot located on a private road · Lot is heavily wooded and is located near Shellcamp Pond · Assessed Value: \$10,000. 2021 Taxes: \$235.

**DEPOSIT: \$2,500**

**SALE # 10: Moccasin Path (Tax Map 133, Lot 18)** · Vacant 0.14± acre lot located on a private road · Lot is lightly wooded and is located near Shellcamp Pond · Assessed Value: \$8,300. 2021 Taxes: \$195.

**DEPOSIT: \$1,000**

**SALE # 11: Intervale Drive (Tax Map 130, Lot 51)** · Vacant 0.34± acre lot on a private road near Shellcamp Pond · Lot is relatively flat and wooded, appears to have a stream running through lot · Assessed Value: \$8,600. 2021 Taxes: \$202.

**DEPOSIT: \$1,000**

**SALE # 12: Buck Lane (Tax Map 132, Lot 96)** · Vacant 0.17± acre lot located on a private road near Shellcamp Pond · Lot is lightly wooded and slopes down slightly from the road · Assessed Value: \$8,600. 2021 Taxes: \$202.

**DEPOSIT: \$1,000**

## 10% BUYER'S PREMIUM DUE AT CLOSING

**PREVIEW:** Properties with road frontage are marked, a drive-by is recommended. **TERMS:** All deposits by cash, certified check, bank treasurer's check or other payment acceptable to the Town of Gilmanton at time of sale, balance due within 45 days. **SALES ARE SUBJECT TO TOWN CONFIRMATION. THE TOWN OF GILMANTON RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

Conveyance by Quitclaim Deed. Properties sold "AS IS, WHERE IS" subject to all outstanding liens, if any. Other terms may be announced at time of sale. All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant.

**PLOT PLANS, PHOTOS, BROCHURE, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE**



**JSJ Auctions**  
SINCE 1982



45 Exeter Road, Epping, NH 03042, NH Lic. #2279  
603-734-4348 • [www.jsjauctions.com](http://www.jsjauctions.com)

**AGREEMENT AND DEPOSIT RECEIPT**

**THIS AGREEMENT** made this 10th day of September, 2022 (the "Effective Date"), by and between the Town of Gilmanton, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 503 Province Road , Gilmanton, New Hampshire 03237 (the "SELLER"), and \_\_\_\_\_ (the "BUYER"), having an address of \_\_\_\_\_.

**WITNESSETH:** That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain real estate located in Gilmanton, New Hampshire, known as:

**Map: 414 Lot: 085**    Location: 805 Province Road, Gilmanton, NH 03237

**PRICE:** The SELLING PRICE is \$ \_\_\_\_\_, payable as follows:

The BUYER'S DEPOSIT, receipt of which is hereby acknowledged in the form of a check, in the sum of \$ \_\_\_\_\_; and

The BALANCE of the SELLING PRICE shall be payable at closing and tendered in cash or certified check in the amount of \$ \_\_\_\_\_.

**BUYER'S PREMIUM DUE:** The SELLING PRICE does not include the BUYER'S PREMIUM of ten percent (10%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$ \_\_\_\_\_ at % equals BUYERS PREMIUM \$ \_\_\_\_\_.

Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the SELLER'S obligation to convey title.

This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

**DEED:** The SELLER agrees to furnish, at its own expense, a duly executed Quitclaim Deed, to the property.

**POSSESSION AND TITLE:** The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals and/or interests secured or inuring to the benefit of abutters, third parties or members of the general public, or other matters of record which may impact the use of, or title to, the property, if any, including mortgages, equity lines of credit, liens, attachments, orders to cease and desist, and any State and Federal tax liens which have survived the Town's acquisition of the property. Further, the SELLER does not in any way warranty or guarantee the availability of any municipal land permits, including building permits, zoning approvals or any other similar permits. It shall be the responsibility of the BUYER to apply for any required permits to the appropriate departments of the Town of Gilmanton.

**TRANSFER OF TITLE:** Shall be given on or before forty-five (45) days after the Effective Date. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be as designated by the SELLER and shall occur at Gilmanton Town Hall, 503 Province Road, Gilmanton, New Hampshire 03237. Time is of the essence.

**TITLE:** If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by QUITCLAIM DEED. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

**TAXES, UTILITIES:** BUYER shall be responsible for any and all taxes and utilities assessed or incurred as of the **2022 tax year**.

**RECORDING FEES AND TRANSFER TAX:** BUYER shall be responsible for all recording fees and transfer taxes, which may be assessed with respect to this conveyance, and shall provide all necessary forms to the SELLER, and shall cause same to be filed as required by law. All fees and filings shall be completed with 15 days of closing.

**RISK OF LOSS:** Risk of loss from any cause shall be upon the SELLER until the transfer of the property covered hereby.

**LIQUIDATED DAMAGES:** If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close SELLER reserves this unqualified right to sell the property to the next highest qualified bidder.

**ACKNOWLEDGES AND AGREES:** That the sale of the property as provided for herein is made on an "AS IS" condition and basis with faults, latent or patent.

**RSA 477:4-A NOTICE:**

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.

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](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

Lead: Before 1978, paint containing lead may have been used in structures.

Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

**PRIOR STATEMENTS:** Only this AGREEMENT fully and completely expresses the respective obligations of the parties, and the AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT. This AGREEMENT shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

**MISCELLANEOUS:** This instrument, which may be executed in duplicate, is to be construed as a New Hampshire contract. Any dispute under this AGREEMENT shall be resolved within the venue of the Belknap County Superior Court in the State of New Hampshire. This AGREEMENT shall be cancelled, modified or amended only by a written instrument signed by both the SELLER and the BUYER. This AGREEMENT shall be binding upon and inures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors, agents and assigns.

**ADDITIONAL PROVISIONS:**

1. Covenant and Condition to Survive Closing. Within thirty (30) days after the closing date, BUYER shall demolish and remove the trailer, porch, and adjacent shed from the property. This provision shall survive the closing. The garage may remain on the property after the closing at the option of BUYER.

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WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

**TOWN OF GILMANTON**

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

Its: \_\_\_\_\_

Duly authorized

Date: \_\_\_\_\_

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

**BUYER**

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

Its: \_\_\_\_\_

Duly authorized

Date: \_\_\_\_\_

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

OWNER INFORMATION		SALES HISTORY							PICTURE						
GILMANTON, TOWN OF  503 PROVICE RD PO BOX 550 GILMANTON, NH 03237		<b>Date</b>	<b>Book</b>	<b>Page</b>	<b>Type</b>	<b>Price</b>	<b>Grantor</b>								
		01/30/2018	3154	103	U I 50	9,081	BROOKBANK, LOWELL M								
		05/22/1992	1211	0219	Q I	35,000	BENTLEY, ESTATE OF								
LISTING HISTORY		NOTES													
07/13/21	GWH	WHI; OB 2 & 3 ATTACHED, 01 10X48 1968 MH REPLACES 8X27 MH, METAL SHED/WOOD SHED=N/V, HOUSE NEEDS RENOV, 07 AC PER TAX MAP, 09-13 ADJ OUTBLDGS, LEAN TO N/V - ADJ SKETCH, OVERALL CONDITION - EPU ROTTED, OPU DAMAGED, NEED NUMEROUS REPAIRS - FAIR LANDSCAPING; 2019 NO CHANGE TO INVENTORY OR EXEMPT STATUS, SMALL LOW POSTED SHED = NO VALUE, TAX DEED- NOT AVAILABLE FOR SALE TO PUBLIC UNTIL 5/21; 2021 NO CHANGE S#252 (49/9)													
06/23/20	GWH														
01/29/19	GWH														
02/06/18	GWH											1F RES TO EX-M			
09/12/13	MPRL											OWNER			
07/02/07	GWH														
10/20/03	THRM														
01/23/01	GWH														
EXTRA FEATURES VALUATION												MUNICIPAL SOFTWARE BY AVITAR			
Feature Type	Units	Lngth	Width	Size	Adj	Rate	Cond	Market Value	Notes			GILMANTON ASSESSING OFFICE			
GAR-1.5STRY	768	24	x 32		81	26.00	60	9,704							
SHED-WOOD	512	16	x 32		91	8.00	10	373							
EQUIPMENT SHED	128	8	x 16		185	6.00	10	142							
								<b>10,200</b>				PARCEL TOTAL TAXABLE VALUE			
		<b>Year</b>	<b>Building</b>	<b>Features</b>	<b>Land</b>										
		2022	\$ 3,600	\$ 10,200	\$ 71,000										
				<b>Parcel Total: \$ 84,800</b>											
LAND VALUATION												LAST REVALUATION: 2019			
<b>Zone:</b> RUR RURAL		<b>Minimum Acreage:</b> 2.00		<b>Minimum Frontage:</b> 200		<b>Site:</b> FAIR						<b>Driveway:</b> GRAVEL/DIRT		<b>Road:</b> PAVED	
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes	
EXEMPT-MUNIC	2.000 ac	65,800	F	110	95	100	100	100 -- GENTLE	100	68,800	0	N	68,800		
EXEMPT-MUNIC	1.100 ac	x 2,000	X	100					100	2,200	0	N	2,200		
		<b>3.100 ac</b>							<b>71,000</b>				<b>71,000</b>		

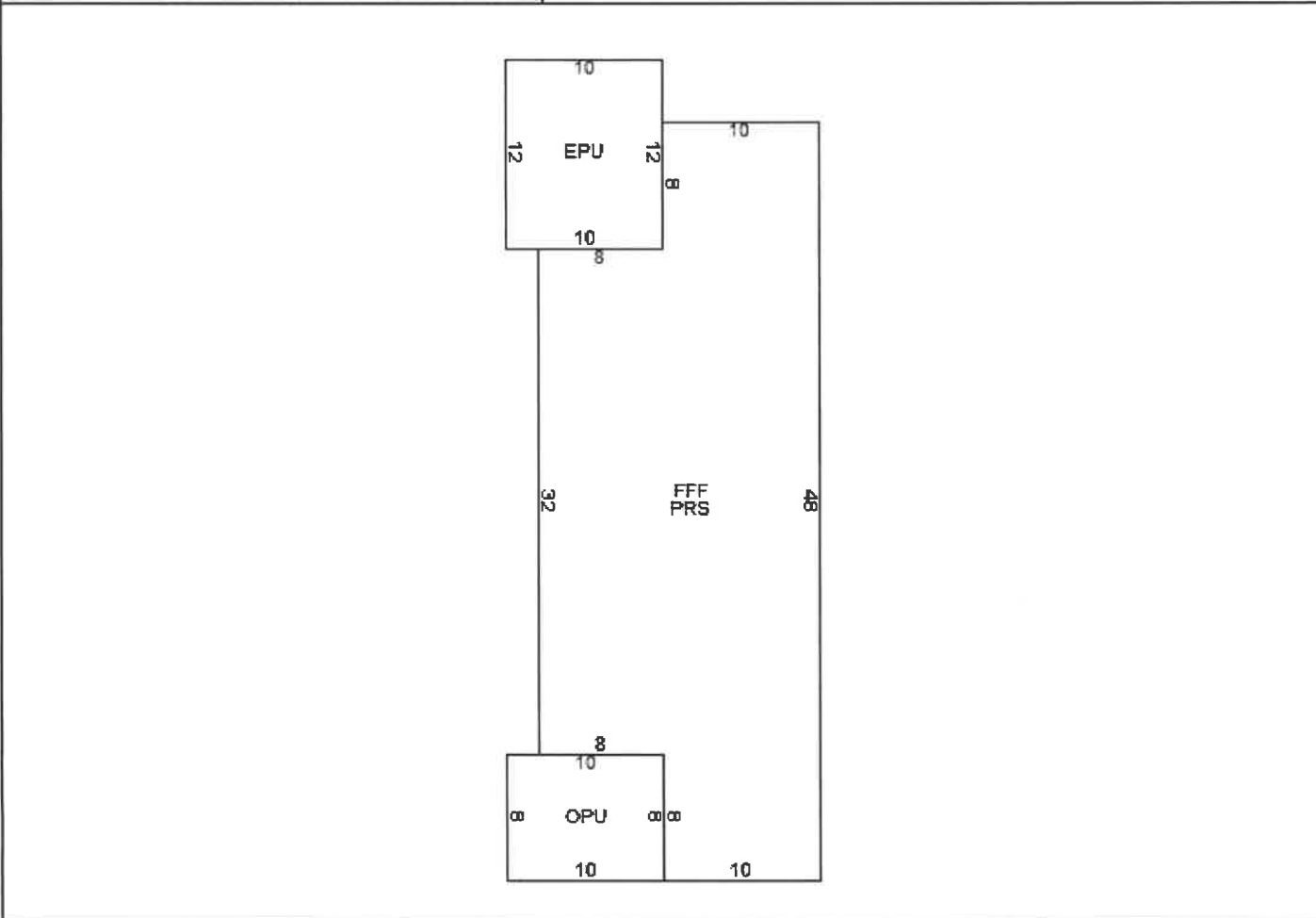


OWNER	
GILMANTON, TOWN OF	
503 PROVICE RD PO BOX 550 GILMANTON, NH 03237	

TAXABLE DISTRICTS	
District	Percentage
No Precinct	% 100

BUILDING DETAILS		
Model: 1 STORY MOBILE HM		
Roof: GABLE HIP/PREFAB METALS		
Ext: WOOD SHINGLE/PREFIN METAL		
Int: WALL BOARD		
Floor: LINOLEUM OR SIM/CARPET		
Heat: WOOD/COAL/NONE		
Bedrooms: 2	Baths: 1.5	Fixtures:
Extra Kitchens:		Fireplaces:
A/C: No		Generators:
Quality: A0 AVG		
Com. Wall:		
Size Adj: 1.0187	Base Rate: EXT 41.00	
	Bldg. Rate: 0.9066	
	Sq. Foot Cost: \$ 37.17	

PERMITS		
Date	Project Type	Notes



BUILDING SUB AREA DETAILS				
ID	Description	Area	Adj.	Effect.
EPU	ENCL PORCH	120	0.35	42
OPU	OPEN PORCH	80	0.15	12
FFF	FST FLR FIN	736	1.00	736
PRS	PIERS	736	-0.05	-37
<b>GLA:</b>	<b>736</b>	<b>1,672</b>		<b>753</b>

2019 BASE YEAR BUILDING VALUATION		
Market Cost New:		\$ 27,989
Year Built:		1968
Condition For Age:	POOR	87 %
Physical:		
Functional:		
Economic:		
Temporary:		
Total Depreciation:		87 %
Building Value:		\$ 3,600

