

PUBLIC AUCTION



THE MAYNARD-GATES HOUSE *Cape Style Home on 0.75± Acre Lot*

SATURDAY, APRIL 20, 2024 AT 10:00AM

ID#24-135 · We have been retained by the Town of Marlborough to sell at PUBLIC AUCTION this town owned property · The oldest stick built home in the Town of Marlborough built in 1767 is a single story cape style home on a 0.75± acre lot located just off Rte. 101 · The home is located in the C-3 Commercial zone and has an approved variance for residential use · Home offers 869± SF GLA, 2 RMS, 1 BR and ½ BA · Served by town sewer, private well may be required (see deed). Tax Map 4, Lot 55. Assessed Value: \$122,200. 2023 Taxes: \$3,004.



9 Gates Road, Marlborough, NH

~ Sale to be held on site ~



10% BUYERS PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

PREVIEW: Friday, April 12 from 11AM-2PM. Or by appointment with auctioneer.

TERMS: \$5,000 non-refundable deposit by cash, certified check, bank check or other form of payment satisfactory to Seller at time of sale, balance due within 30 days. Sale is subject to town confirmation, the Town of Marlborough reserves the right to reject any and all bids. Conveyance by Deed Without Covenants. Broker's protected, contact auctioneer for details. The property is sold "AS IS, WHERE IS". Other terms may be announced at time of sale. All information herein is believed but not warranted to be correct. The Town of Marlborough does not warrant the condition or existence of any feature described above.

ADDITIONAL INFORMATION & PHOTOS ARE AVAILABLE ON OUR WEBSITE



JSJ Auctions
SINCE 1982



45 Exeter Road, Epping, NH 03042, NH Lic. #2279
603-734-4348 • www.jsjauctions.com

SALES AGREEMENT AND DEPOSIT RECEIPT

AGREEMENT made this 20th day of April, 2024, by and between the Town of Marlborough, a municipal corporation organized under the laws of the State of New Hampshire, having an address of P.O. Box 487, 236 Main Street, Marlborough, New Hampshire 03455 (“Seller”), and

BUYER: _____ (“Buyer”)

ADDRESS:

WHEREAS, Seller has accepted the bid of Buyer at a public auction of real estate owned by Seller, and the parties enter into this Agreement to document the terms of the sale and purchase.

1. *Sale and Purchase.* Seller agrees to sell and convey, and Buyer agrees to buy certain real estate with the improvements thereon, located in Marlborough, New Hampshire and shown on Marlborough Tax Map 4 as Lot 55, with an address of 9 Gates Road, Marlborough, New Hampshire (the “Property”).

2. *Purchase Price.* \$ _____, which Buyer shall pay as follows:

a) The BUYER’S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$_____The BALANCE OF THE SELLING PRICE shall be payable at closing, and tendered by certified check or wire funds in the amount of \$_____

b) Buyer’s Premium 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 10 % equals BUYERS PREMIUM \$_____.

3. *Transfer of Title.* The property shall be conveyed on or before May 20, 2024 (the “Closing”), time being of the essence, at Marlborough Town Office, 236 Main Street, Marlborough, New Hampshire, unless such other time and/or place shall be mutually agreed to by the parties hereto.

4. *Deed.* Seller agrees to furnish, at its expense, a duly executed Deed without Covenants of the Property.

5. *Possession and Title.* The property is being sold in its AS IS, WHERE IS condition, without any warranties as to its use or condition whatsoever, free of tenants and rights to use or possession, Seller does not warrant the availability of municipal land use permits. It is the

responsibility of the Buyer to apply for any required permits. The Buyer 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.

6. *Taxes and Utilities.* Buyer shall be responsible for any and all taxes and utilities assessed or incurred as of the 2024 tax year.

7. *Recording Fees and Transfer Taxes.* Buyer shall be responsible for recording fees and transfer taxes which may be assessed in connection with this transaction.

8. *Risk of Loss.* The risk of loss from any cause in connection with the Property shall be upon the Seller until the transfer of the Property.

9. *Default; Liquidated Damages.* If Buyer defaults in the performance of Buyer's obligations under this Agreement, the amount of the deposit given by the Buyer shall be retained by Seller as liquidated damages. In such event, all of the Buyer's rights and interests under this Agreement shall, without further notice, cease and the Seller shall have the right, at Seller's sole option, to sell the Property.

10. *Prior Statements.* Only this Agreement fully and completely expresses the respective obligations of the parties and this Agreement is entered into by each party after an opportunity for investigation with neither party relying on any statements or representations not embodied in this Agreement

11. *Miscellaneous.* This Agreement, 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 Cheshire County Superior Court in the State of New Hampshire. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, administrators, successors, agents and assigns. This Agreement shall not be altered, amended, modified or cancelled except by a written agreement signed and dated by both the Buyer and the Seller.

12. *Notices; Waiver of Inspections.*

a) The following notice is provided pursuant to New Hampshire RSA 477:4-a:

"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) 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."

b) Buyer acknowledges Buyer has received or has digital access to the pamphlet Protect Your Family from Lead in Your Home.

c) Buyer waives all rights to inspect for any matters noticed above, including risk assessments or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Dated as of the date first above written.

TOWN OF MARLBOROUGH

BUYER

By: _____

WARRANTY DEED

Woodmaster, Inc., a New Hampshire corporation with a principal place of business at Hooksett Industrial Park, Hooksett, New Hampshire, for consideration paid, grants to the Town of Marlborough, a body corporate and politic in the County of Cheshire, State of New Hampshire with WARRANTY COVENANTS:

A certain lot or parcel of land, with the improvements thereon, situate in the Town of Marlborough, County of Cheshire, State of New Hampshire, as shown on plan of Land entitled "Site Plan, Marlborough Estates, A Condominium" prepared by Holden Engineering & Surveying, Inc., dated April 21, 1988, recorded in the Cheshire County Registry of Deeds in Cabinet 11, Slide 68, being more particularly bounded and described as follows:

Beginning at a point at the intersection of Route 101 and Old Gates Road, as shown on said Plan, being the most southwesterly corner of the herein-described premises; thence

1. North 58° 18' 23" East, along a stone wall on the easterly side of Old Gates Road, a distance of 92.15 feet to a point; thence

2. North 55° 52' 07" East, a distance of 66.03 feet to a point; thence

3. North 52° 52' 12" East, a distance of 54.05 feet to a stone bound; thence

4. South 69° 37' 53" East, a distance of 125.66 feet to a stone bound; thence

5. South 20° 22' 07" West, a distance of 177.00 feet to a stone bound; thence

6. Northwesterly along the northerly side of Route 101 by a curve to the right having a radius of 5,696.70 feet, a distance of 153.38 feet to a point; thence

7. North 68° 05' 19" West, a distance of 96.62 feet to the point of beginning.

Consisting of 0.749 acres, more or less.

This conveyance is made subject to, and is granted together with, the following:

1. The right to construct, install, maintain, repair and replace a sewer line from said Lot to the sewer line located on Gates Road which services Marlborough Estate, A Condominium;

2. The right and easement to construct, install, maintain, repair and replace a water line connecting onto the private water system servicing Marlborough Estates, A Condominium (established by Declaration dated February 21, 1989, recorded in the Cheshire County Registry of Deeds at Book 1281, Page 091, as amended) at no cost or expense to the Unit Owners' Association of said Condominium and to draw and use water from the water supply system servicing the Condominium at no charge for such water so long as the Lot herein conveyed is owned by the Town of Marlborough or a non-profit corporation; provided that, if said Lot is at anytime transferred to and subsequently owned by a party other than the Town of Marlborough or a non-profit corporation, then the connection to the private water system servicing the Condominium shall be disconnected, and this right to use water from the private water system servicing the Condominium shall cease unless otherwise agreed to in writing by the owner of said Lot and the Board of Directors of the Unit Owners' Association of Marlborough Estates, A Condominium.

3. The obligation to repair and restore the improvements on the Lot to a presentable and habitable condition and to maintain the Lot and said improvements thereon in good and safe condition, including the periodic painting thereof and upkeep of the exterior landscaping, so as not to adversely affect the adjacent Condominium property. This obligation shall be a covenant running with the land which benefits the Marlborough Estates Condominium Unit Owners' Association and gives rise to a right of the Association to enforce its terms, including the right to petition the court for appropriate relief.

4. The right of the Marlborough Estates Condominium Unit Owners' Association to have such access to said Lot as may be necessary and appropriate to install, maintain, repair, replace and operate any utility installations servicing said Condominium.

5. The right and easement to pass and repass by foot and by vehicle over Old Gates Road, so-called, to the extent that the Grantor's permission to use said road is necessary.

6. Pole and utility easement granted to New England Telephone and Telegraph Company, et al., recorded at Book 387, Page 107, Book 465, Page 18, and Book 742, Page 157 in the Cheshire County Registry of Deeds.

7. Right-of-way and slope easements granted to the Town of Marlborough and the State of New Hampshire, recorded at Book 404, Page 146 and Book 477, Page 104, respectively.

8. Water and spring rights granted to Ernest R. Swayer to the extent still applicable.

Meaning and intending to convey a portion of the premises conveyed to the Grantor by deed of Robert H. Eaves and Jeanne Eaves, dated March 15, 1988, and recorded in the Cheshire County Registry of Deeds, at Book 1235, Page 415.

IN WITNESS WHEREOF, Woodmaster, Inc. has caused this instrument to be executed by LISLE F. FEZETTE, its PRESIDENT, hereby duly authorized this 11th day of MAY, 1989.

WITNESS:

WOODMASTER, INC.

Jeanne G. Rudolph

BY: Lisle F. Fezette Pres.
Its duly authorized PRESIDENT
LISLE F. FEZETTE

STATE OF NEW HAMPSHIRE:
COUNTY OF MERRIMACK :

The foregoing instrument was acknowledged before me this 11th day of MAY, 1989, by LISLE F. FEZETTE, PRESIDENT, of Woodmaster, Inc., a New Hampshire corporation, on behalf of the corporation.

Harry L. Ray
Justice of the Peace
Notary Public
HARRY L. RAY, Notary Public
My Commission Expires July 26, 1993

c/5674

Town of Marlborough
EXEMPT PROPERTY ASSESSMENT RECORD

Date Printed: 3/01/2023
Assessment Year: 2021

Map & Lot: 04-055

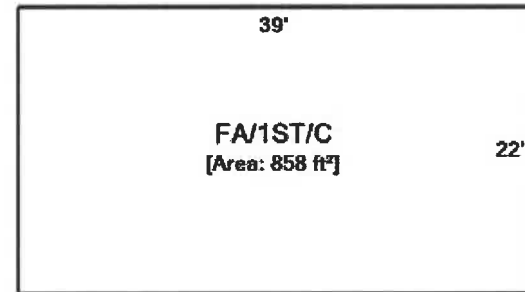
Location: 9 GATES RD

Parcel ID: 1259

Card: 1 of 1

Owner Information					Current Assessment Summary			Parcel Data				
TOWN-GATES HOUSE PO BOX 487 MARLBOROUGH, NH 03455-0000					NICU Acres	0.7500		Neighborhood	RESIDENTIAL	Electric	Electric	
					CU Acres			Property Class	Exempt	Water	Well	
					Total Acres	0.7500		Prime Use	Exempt: Town	Waste	Septic	
					Living Area Sq. Ft.	1,073		Zone	C-3 Rte 101 Comm	P/U Year		
Sale History					Assessed Values							
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$65,000						
					Current Use							
					Total Land	\$65,000						
					Improvements	\$57,200						
					Total Assessment	\$122,200						
					Total Market Value	\$122,200						
Notes												
OBSOLESCENCE - MIN INSUL/SOME O/D 2017 PICK-UP - ADJD FD, FLRS & WALLS BUILDING - ONGOING RENOVATIONS BY MARLBOROUGH HERITAGE SOCIETY, OLDEST WOOD FRAME BLD IN TOWN, LOCATED NEXT TO CONDO VILLAGE. LAND - HISTORIC PROPERTY-OLDEST HOUSE IN TOWN												
Assessed Land Valuation								Visit History				
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value	Date	Reason	By		
HOMESITE IMPROV	0.750			65,000			\$65,000	11/05/18	Measure Exterior	RJE		
								4/12/17	Pick-up Exterior	JMH		
								8/28/12	Measure Exterior	SM		
								2/19/07	Pick-up Exterior	DM		
								4/01/03	Interior Inspection			
Assessment History												
								Date	Land	Curr. Use	Improvements	Total
								12/31/22	65,000		57,200	122,200
								12/06/21	65,000		57,200	122,200
								4/01/20	38,000		49,400	87,400
								12/27/19	38,000		49,400	87,400
								12/31/18	38,000		49,400	87,400
Current Use												
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value			
Building Permits												

General Information		Building Computation	
Prop. Class	Exempt	Base Value	\$98,863
Building Style	Cape (1)	Size Adj. Factor	1.16
Year Built	1767	Building Adj.	\$-6,992
Effective Year	1767	Grade Adj. Factor	1.00
Grade/Quality	Avg	Extra Features	\$0
Condition	Excellent	Replacement Cost	\$107,689
# of Rooms	1	Influences/Obsolescence	
#of Bedrooms	0	Depreciation %	41
Color	RED	Functional Obs %	10
Foundation	Stone	External Inftu. %	0
Framing	Wood frame	% Unfinished	0
Insulation	Partial	Depreciated Value	57,183
Roof Type	Gable	Location Adj.	
Roof Material	Wood shingles	Building Value	\$57,200
Exterior Siding	Wood Clapboards	Plumbing Fixtures	
Flooring	Softwood	# 2-Fixture Baths	0
Interior Walls	Plaster	# 3-Fixture Baths	0
Heating Fuel	None	# 4-Fixture Baths	0
Heating Type	No Heat	# 5-Fixture Baths	0
Cooling Type	None	# Extra Fixtures	0
		# Kitchen Sinks	1
		# Hot Water	1



Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
EXTRA FIXTURES	-3	\$-2,700			
HEATING SYSTEM	1,073	\$-4,292			

Building Segments					
Segment	Area			Rate / Sq. Ft.	% Base Value
	Sketch	Living	Effective		
FA/1ST/C	858	1,073	1,931	51.20	\$98,863

Outbuildings											
Description	Year	Size or Units	Base Value	Size Adj.	Grade/Adj.	Condition / Depr.	FO %	% Unf.	Value		

Map 2

Dublin

Stone Pond



Map 3



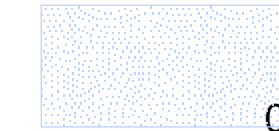
Map 6

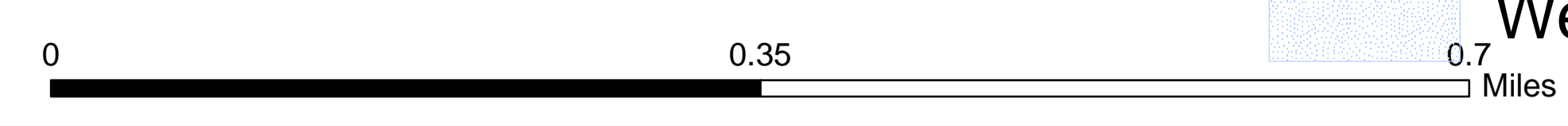
TAX MAPS, MAP 4

TOWN OF MARLBOROUGH, NH

June 2005

-  Municipal Boundaries
-  Property Boundaries

-  Streams
-  Waterbodies
-  Wetlands



Presentation prepared by: **SWRPC**
 20 Central Square, 2nd Floor
 Keene, New Hampshire 03431
 (603) 357-0557
 fax: (603) 357-7440
<http://www.swrpc.org/>
 email: admin@swrpc.org

 Digital base information provided by the
 New Hampshire Geographically Referenced Analysis
 and Information Transfer System (GRANIT)