

Property Information Package

# AUCTION

Lake Winnepesaukee

BankNH Pavilion



## Former Kings Grant Inn & 15.21± Acre Parcel 15 & 16 Kimball Road Gilford, New Hampshire

Live On-Site with Online Bidding Available

**Friday, May 3<sup>rd</sup> at 10:00 a.m.**

Paul McInnis LLC Auctioneer will sell at foreclosure auction, the former Kings Grant Inn with multiple rental units on 5.80± acres and an additional 15.21± acres with multiple rental units across the street. Bidding for both properties will take place at 16 Kimball Road, with online bidding available. Properties will be offered individually and together. These properties are near Lake Winnepesaukee, the Laconia Municipal Airport, and the Bank of New Hampshire Pavilion concert venue.

**15 Kimball Road** is a corner lot, home to the former Kings Grant Inn sited on 5.8± acres.

**16 Kimball Road** is a 15.21±-acre site with 1,092± feet of frontage on Route 11B and Kimball Road with open field space.

**Inspection:** One hour prior to the auction, if permitted.



**BID ONLINE**

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- Property Details
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- Outstanding Real Estate Tax Bills
- Tax Map
- Location Map

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- Memorandum of Sale
- How to Bid Online (For online bidders only, 48-hour notice required)
- Bidder Registration Form

## **NOTICE OF MORTGAGEE'S SALE**

Pursuant to a power of sale contained in a certain Mortgage Deed and Security Agreement conveyed by **GILF80 LLC** (the "Mortgagor") to Willard W. Drew, Trustee of the Drew Family Realty Trust u/d/t dated January 31, 2022 with a mailing address of 16 Academy Street, Laconia, NH 03246 (the "Mortgagee"), dated August 5, 2022 recorded at the Belknap County Registry of Deeds at Book 3522, Page 471, (the "Mortgage Deed") notice is hereby given that on Friday, May 3, 2024 at 10:00 AM, the Mortgagee will auction at public auction two tracts of land with the improvements thereon (the "Mortgaged Premises") known as 15 & 16 Kimball Road, Gilford, New Hampshire 03249 TM 215-030-000 and TM 215-018-000. The sale shall be held at 16 Kimball Road, Gilford, New Hampshire 03249 (across the road from 15 Kimball Road). Reference is made to the Mortgage Deed for a metes and bounds description of the Mortgaged Premises and for a statement of easements, covenants, restrictions, rights and other matters, if any, affecting the Mortgaged Premises, the same as if set forth in full herein.

The Mortgaged Premises are to be sold by virtue of the power of sale contained in said Mortgage Deed, for condition broken and for the purpose of foreclosing the rights of Mortgagor and all persons claiming by, through, or under it.

**TERMS:** The Mortgaged Premises will be sold subject to all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over said Mortgage Deed. Said Mortgaged Premises will be sold "as is". The Mortgagee and its agents make no representations or warranties with respect to the accuracy of any statement and to the boundaries, acreage, frontage or other matters contained in the aforesaid description of the Mortgaged Premises or in said Mortgage Deed. The Mortgage Deed being foreclosed upon is a first mortgage.

In order to qualify to bid at the foreclosure sale, any interested person, other than the Mortgagee, must present to the Mortgagee or its agent, at the time of sale, Fifty Thousand Dollar (\$50,000.00) deposit per property by certified check, made payable to Paul McInnis LLC Escrow and deemed acceptable to mortgagee or agent of the mortgagee at time and place of sale or e-check through Earnnest by request of the auctioneer and received no less than 48 hours prior to sale. Balance due at closing within forty-five (45) days of sale. Online bidding available by request to the auctioneer no later than 48 hours prior to the sale. Subject to all terms of mortgagee's notice of sale. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The successful bidder shall be required to sign a Memorandum of Sale at the conclusion of the public auction and must pay the balance of the bid price in full and Satisfactory Funds upon tender of Mortgagee's Foreclosure Deed, within forty-five (45) days after the sale, time being of the essence, said closing to take place at the offices of the Mortgagee's attorney. In the event that the successful bidder later refuses or is unable to close on the sale, time being of the essence, said bidder shall forfeit all interests in the Mortgagee's

Premises, as well as the deposit, and the Mortgagee, without waiving its rights to retain any deposit, may elect either to accept the backup bids from others who attended the auction and convey the property by Foreclosure Deed to the highest such bidder or re-foreclose on the Mortgaged Premises.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to: (i) continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises, (iii) reject without cause, any and all of the bids for the Mortgaged Premises; (iv) offer the two parcels separately and in the entirety with the option to accept or reject any or all bids; and (v) amend or change the Terms of Sale set forth herein and by announcement, written or oral, made before or during the foreclosure sale, with all such change(s) or amendment(s) to be binding upon all bidders.

NOTICE: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

For further information with respect to the Mortgaged Premises to be sold, contact Justin Conway of Paul McInnis, LLC. of 1 Juniper Road, North Hampton, New Hampshire 03862, Telephone Number (800) 242-8354.

Dated April 2, 2024

Willard W. Drew, Trustee of the Drew  
Family Realty Trust  
By its Attorney,  
Philip A. Brouillard, Esq.  
Brouillard & Brouillard, PLLC  
16 Academy Street  
Laconia, NH 03220  
603-524-4450

## GENERAL TERMS & CONDITIONS

Paul McInnis LLC has been retained by the Mortgagee to sell, at foreclosure auction, the two properties described in the Mortgagee's Notice of Sale.

**LOCATION:** The **Live Auction** for both properties will take place on **Friday, May 3<sup>rd</sup> at 10:00 a.m. on-site at 16 Kimball Road, Gilford, NH**. Properties are being offered individually and together.

**BIDDING ON-SITE OR ONLINE:** Bidders interested in bidding on either of the two properties will join the auctioneer at 16 Kimball Road. If a Bidder is unable to attend the auction in person, they will have the option to bid online during the live auction from their computer or mobile device. In order to bid online, there are additional steps a bidder must take, which will be explained later in this package. Bidder must provide 48-hour notice prior to the auction, to the auctioneer, if they wish to bid online.

**BIDDER DEPOSIT:** If a bidder wishes to bid on one or both of the properties, they will need to provide the required deposit for each of the properties they wish to bid on. Bidders can either bring a **Cashier's Check** or **Certified Check**, made payable to **Paul McInnis, LLC Escrow**, to the auction location at the time of the sale, or they can provide their deposit electronically through **EARNNEST**. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). **Electronic Deposits** must be initiated no less than 48 hours prior to the auction.

### **Deposit Amount Per Property:**

**Property A – 15 Kimball Road, Gilford, NH    \$50,000.00**

**Property B – 16 Kimball Road, Gilford, NH    \$50,000.00**

**REGISTRATION:** To bid, a bidder will need to fill out the **Bidder Registration Form**. If a bidder is attending the sale on-site, the completed and signed **Bidder Registration Form** must be presented with the required **Deposit(s)** to the auctioneer. If a bidder wishes to bid online, they will need to provide the required **Deposit to the Auctioneer's Office or electronically** and submit the completed and signed **Bidder Registration Form** to the office of the auctioneer no less than 48 hours prior to the auction. The **Bidder Registration Form** can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com), or sent to you through Dotloop by request of the auctioneer.

**SIGNING THE MEMORANDUM OF SALE:** The highest bidder at the auction will sign the purchase and sale agreement immediately following the auction. A copy of the Memorandum is included in this package which should be reviewed prior to bidding. If the high bidder(s) are on-site, they will sign the Memorandum manually with the auctioneer. If the high bidder(s) are online, they will receive the Memorandum electronically through Dotloop for their electronic signature. All signatures will be completed immediately before the auctioneer leaves the auction premises, or the buyer will be considered in default, and the high bidder's deposit(s) will be forfeited.

**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 Memorandum of Sale with your attorney is encouraged.

**PROPERTY CONDITIONS:** Except as expressly set forth in the real estate Memorandum of Sale, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Mortgagee, 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 Mortgagee, 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 Mortgagee, Paul McInnis LLC or their agents.

**AUCTION SEQUENCE:** The auctioneer will start the auction with **Property A** then **Property B** then **Properties A&B** posting the high bids and marking the bids as pending. The Auctioneer will then proceed with additional rounds of bidding which will occur until the auctioneer either declares a property sold, passed, or bid rejected. The Mortgagee reserves the right to accept or reject any or all bids, or bid themself.

<b>Property</b>	<b>Address</b>	<b>Bid Price</b>	<b>Bidder #</b>
<b>A</b>	<b>15 Kimball Road, Gilford, NH</b>		
<b>B</b>	<b>16 Kimball Road, Gilford, NH</b>		
<b>A&amp;B</b>	<b>15 &amp; 16 Kimball Road, Gilford, NH</b>		

If you have any questions about the properties or the auction process, feel free to email [justin@paulmcinnis.com](mailto:justin@paulmcinnis.com)

15 Kimball Road  
5.8 Acres

16 Kimball Road  
15.2 Acres



Winnepesaukee Yacht Club

Sanders Bay

Silver Sands Sandbar

Gilford Beach

Misty Harbor Barefoot Beach Resort

BankNH Pavilion

Meadow Brook

Fireside Inn & Suites at Lake Winnepesaukee

Bank of NH Pavilion West (MAIN) Entrance

Core Assemblies Inc

Patrick's Pub & Eatery

Gilford Bowl

nes

erson Aviation

Beans & Greens Farm

Lakeshore Garage

Google Hills Tennis & Fitness

# Property A

## 15 Kimball Road, Gilford, NH

### Description

A corner lot, home to the former Kings Grant Inn sited on 5.8± acres with 2,005'± of frontage on Kimball Road and Route 11C.

Improvements include the Inn with bar and lounge, multiple cottage rental units and an inground swimming pool.

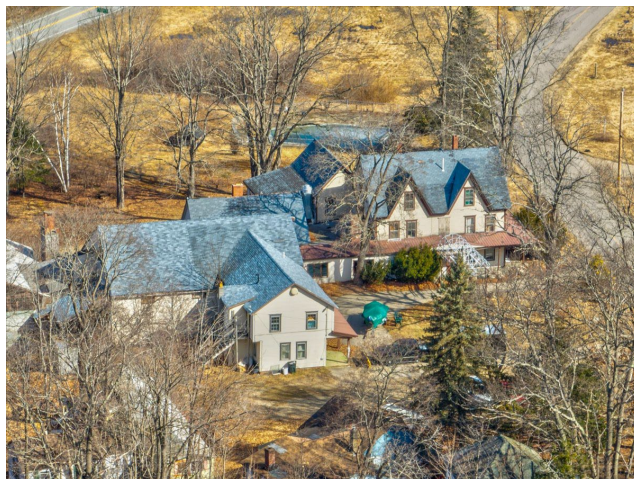
**Zoning:** Single Family Residential

**Deed Reference:** Book 3522, Page 467

**Road Frontage:** 2,005'

**Water:** Private

**Sewer:** Private



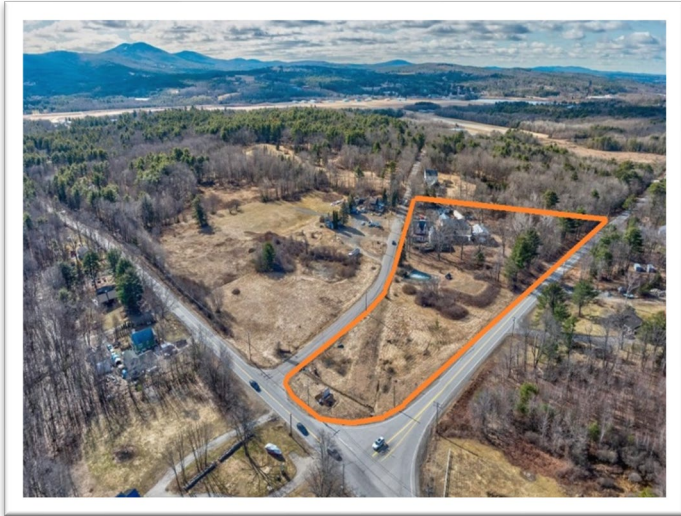
### 2023 Property Assessment

**Tax Map:** 215, **Lot:** 30

**Tax Rate:** \$10.30

<b>Assessed Value</b>	<b>Taxes</b>	<b>Outstanding Real Estate Taxes as of 4/18/24</b>
\$590,300	\$6,080.09	\$3,441.65





# Gilford, NH : Commercial Property Record Card

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## Search For Properties

Parcel ID#	Name	Street #	Street Name

Parcel ID#	Card	Map-Block-Lot	Location	Zoning	State Class	Acres
215-030-000	1	CURRENT	15 KIMBALL RD	SFR	301 - MOTEL	5.800

**Living Units**  
4

### Owner Information

Gilf80 Llc  
955 Goffs Fall Rd #5282  
Manchester NH 03108

### Deed Information

**Book/Page:** 3522/0467  
**Deed Date:** 2022/08/05

### Building Information

**Building No:** 1  
**Year Built:** 1928  
**No of Units:** 1  
**Structure Type:** Mixed Res/Comm  
**Grade:** C  
**Identical Units:** 1

### Valuation

**Land:** \$339,500  
**Building:** \$250,800  
**Total:** \$590,300  
**Net Assessment:** \$590,300

### Property Picture



### Sales History

Book/Page	Date	Price	Type	Validity
3522/0467	2022/08/05	\$2,500,000	Land + Bldg	21

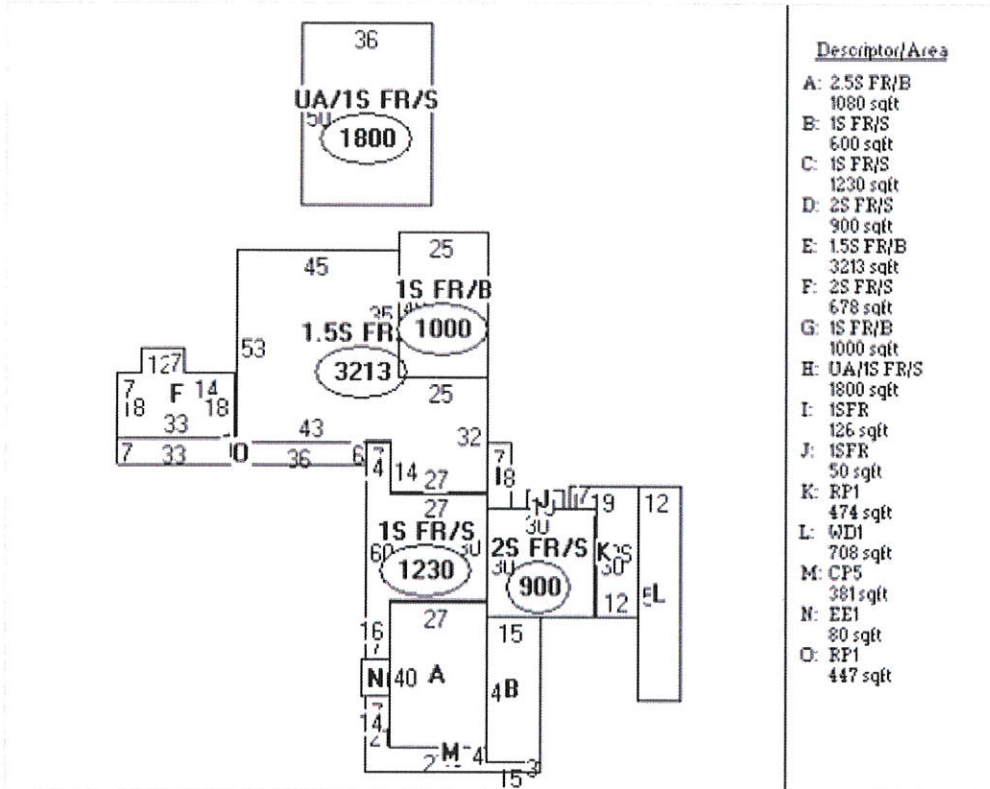
### Out Building Information

Structure Code	Width	Lgth/SqFt	Year	RCNLD
Comm Swim Pool	20	36	1975	\$16,400

### Exterior/Interior Information

Levels	Size	Use Type	Ext. Walls	Const. Type	Partitions	Heating	A/C	Plumbing	Condition	Func. Utility	Unadj. RCNLD
B1-B1	1x5293	Support Area	Brick/Stucco	Wood Joist	None	None	None	None	Poor	Poor	35530
01-01	1x8192	Bar/Lounge	Frame	Wood Joist	Normal	None	None	Below Normal	Poor	Poor	79830
01-01	1x696	Motel	Frame	Wood Joist	Normal	None	None	Below Normal	Poor	Poor	8300
01-01	1x312	Support Area	Frame	Wood Joist	Normal	None	None	Below Normal	Poor	Poor	2240
01-01	1x1800	Multi-Use Storage	Frame	Wood Joist	None	None	None	None	Poor	Poor	10740
02-02	1x5115	Motel	Frame	Wood Joist	Normal	None	None	Below Normal	Poor	Poor	49910

**Building Sketch**



**Notice**

**Tax Year 2023 Values**

The information delivered through this on-line database is provided in the spirit of open access to government information and is intended as an enhanced service and convenience for citizens of Gilford, NH.

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Comments regarding this service should be directed to: [mmcginley@gilfordnh.org](mailto:mmcginley@gilfordnh.org).





**Town of Gilford**  
 47 Cherry Valley Rd.  
 Gilford, NH 03249  
 Phone: (603) 527-4713

Location	15 KIMBALL RD
Map - Lot	215-030-000
Account #	21534

GILF80 LLC  
 955 GOFFS FALL RD #5282  
 MANCHESTER, NH 03108

## Statement

Balance as of: 1/31/2024

Print Date: 1/31/2024

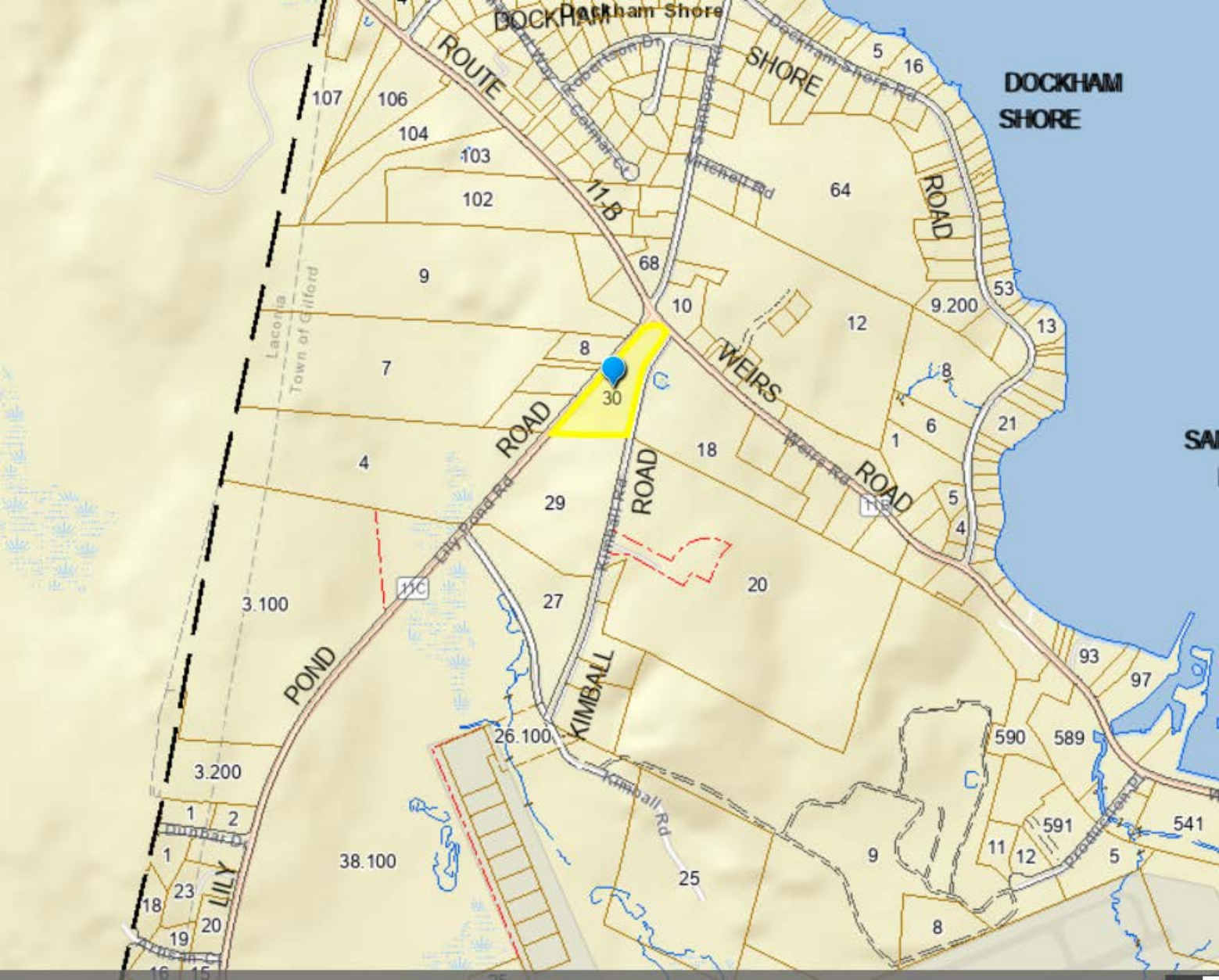
Year -- 2023

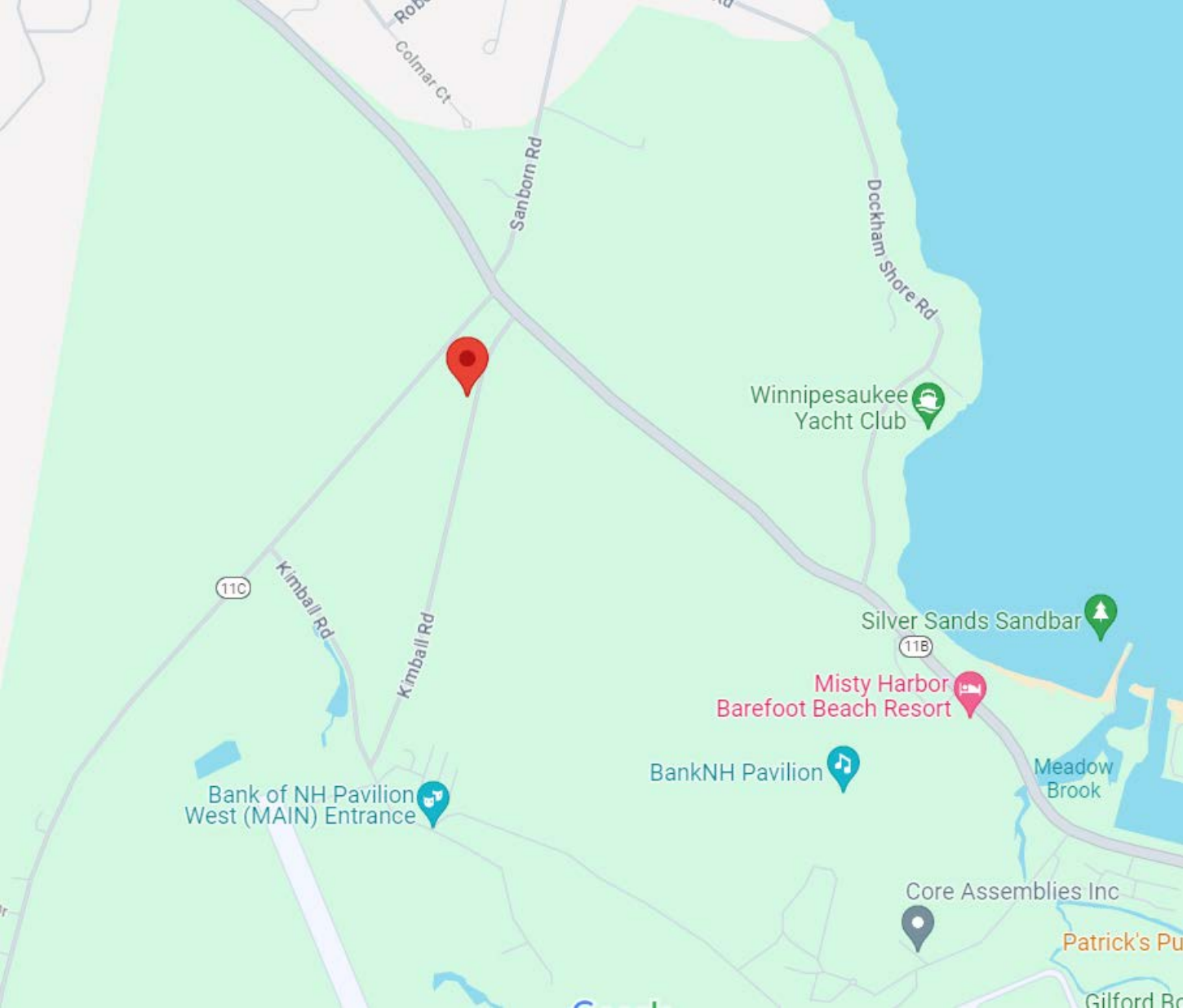
Inv #:	TX-676358-TX	TAX2	Date:	11/09/2023	Due:	12/21/2023	Original Amount:	3,411.00
	Remaining - Prin:		3,411.00	Costs:	0.00	Int:	30.65	Balance: 3,441.65
	GILF80 LLC						Per Diem:	0.7476
Remaining - 2023	Principal:		3,411.00	Costs:	0.00	Int:	30.65	Balance: 3,441.65
							Per Diem:	0.7476
Report Total Remaining :	Principal:		3,411.00	Costs:	0.00	Int:	30.65	Balance: 3,441.65
							Per Diem:	0.7476

**OFFICE HOURS:**  
 Mon., Tues., Wed. & Fri 8:00 a.m. - 4:30 p.m.  
 Thurs. 8:00 a.m. - 6:00 p.m.

**ONLINE PAYMENT OPTIONS, HOLIDAY CLOSINGS  
 AND OTHER INFORMATION AVAILABLE ON THE  
 TOWN'S WEBSITE:**  
[www.gilfordnh.org](http://www.gilfordnh.org)  
 >Online Payments & Services  
 (additional fees apply)

**Contact Information:**  
 DANIELLE LAFOND  
 TOWN CLERK-TAX COLLECTOR  
[dlafond@gilfordnh.org](mailto:dlafond@gilfordnh.org)





Colmar Ct

Sanborn Rd

Dockham Shore Rd

Winnepesaukee Yacht Club

11C

Kimball Rd

Kimball Rd

Silver Sands Sandbar

11B

Misty Harbor Barefoot Beach Resort

Bank of NH Pavilion West (MAIN) Entrance

BankNH Pavilion

Meadow Brook

Core Assemblies Inc

Patrick's Pu

Gilford R

# Property B

## 16 Kimball Road, Gilford, NH

### Description

A 15.21±-acre site with 1,092± feet of frontage on Route 11B and Kimball Road with open field space.

Improvements include a multi-family home, multiple freestanding buildings, and multiple cottage rental units.

**Zoning:** Single Family Residential

**Deed Reference:** Book 3522, Page 467

**Road Frontage:** 1,092'

**Water:** Private

**Sewer:** Private



### 2023 Property Assessment

**Tax Map:** 215, **Lot:** 18

**Tax Rate:** \$10.30

**Assessed Value**

**Taxes**

**Outstanding Real Estate Taxes as of 4/18/24**

\$524,000

\$5,397.20

\$3,251.96





# Gilford, NH : Commercial Property Record Card

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Parcel ID#	Name	Street #	Street Name	
				<input type="button" value="Search"/>
				<input type="button" value="Reset Search"/>

Parcel ID#	Card	Map-Block-Lot	Location	Zoning	State Class	Acres
215-018-000	1	CURRENT	16 KIMBALL RD	SFR	301 - MOTEL	15.210
<b>Living Units</b>						
2						

### Owner Information

Gilf80 Llc  
 955 Goffs Fall Rd #5282  
 Manchester NH 03108

### Property Picture



### Deed Information

**Book/Page:** 3522/0467  
**Deed Date:** 2022/08/05

### Building Information

**Building No:** 1  
**Year Built:** 1958  
**No of Units:** 2  
**Structure Type:** Res-2 Family  
**Grade:** C  
**Identical Units:** 1

### Valuation

**Land:** \$312,000  
**Building:** \$212,000  
**Total:** \$524,000  
**Net Assessment:** \$524,000

### Sales History

Book/Page	Date	Price	Type	Validity
3522/0467	2022/08/05	\$2,500,000	Land + Bldg	21
2982/0637	2015/07/24	\$2,666	Land + Bldg	40

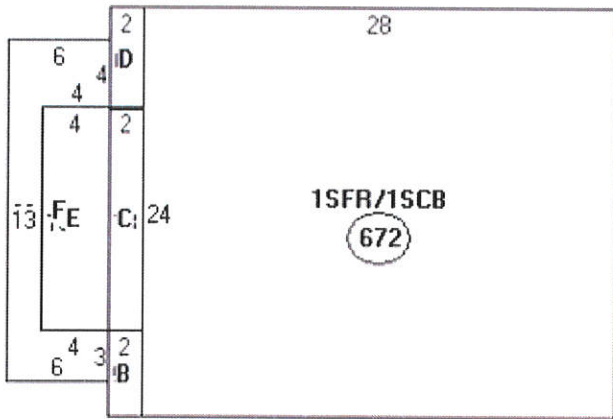
### Out Building Information

Structure Code	Width	Lgth/SqFt	Year	RCNLD
Utility Frame	14	14	1980	\$2,090
Utility Frame	21	20	1950	\$2,980

### Exterior/Interior Information

Levels	Size	Use Type	Ext. Walls	Const. Type	Partitions	Heating	A/C	Plumbing	Condition	Func. Utility	Unadj. RCNLD
01-01	1x672	Dwelling	Conc. Block	Wood Joist	Normal	Hw/Steam	None	Normal	Normal	Fair	35000
02-02	1x720	Dwelling	Frame	Wood Joist	Normal	Hw/Steam	None	Normal	Normal	Fair	35290

### Building Sketch



Descriptor/Area

- A: 1SFR/1SCB  
672 sqft
- B: FOH  
10 sqft
- C: WDK/FOH  
26 sqft
- D: FOH  
12 sqft
- E: WDK/WDK  
52 sqft
- F: WDK  
68 sqft

**Notice**

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**Town of Gilford**  
 47 Cherry Valley Rd.  
 Gilford, NH 03249  
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Location
16 KIMBALL RD
Map - Lot
215-018-000
Account #
21534

GILF80 LLC  
 955 GOFFS FALL RD #5282  
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**Statement**

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Print Date: 1/31/2024

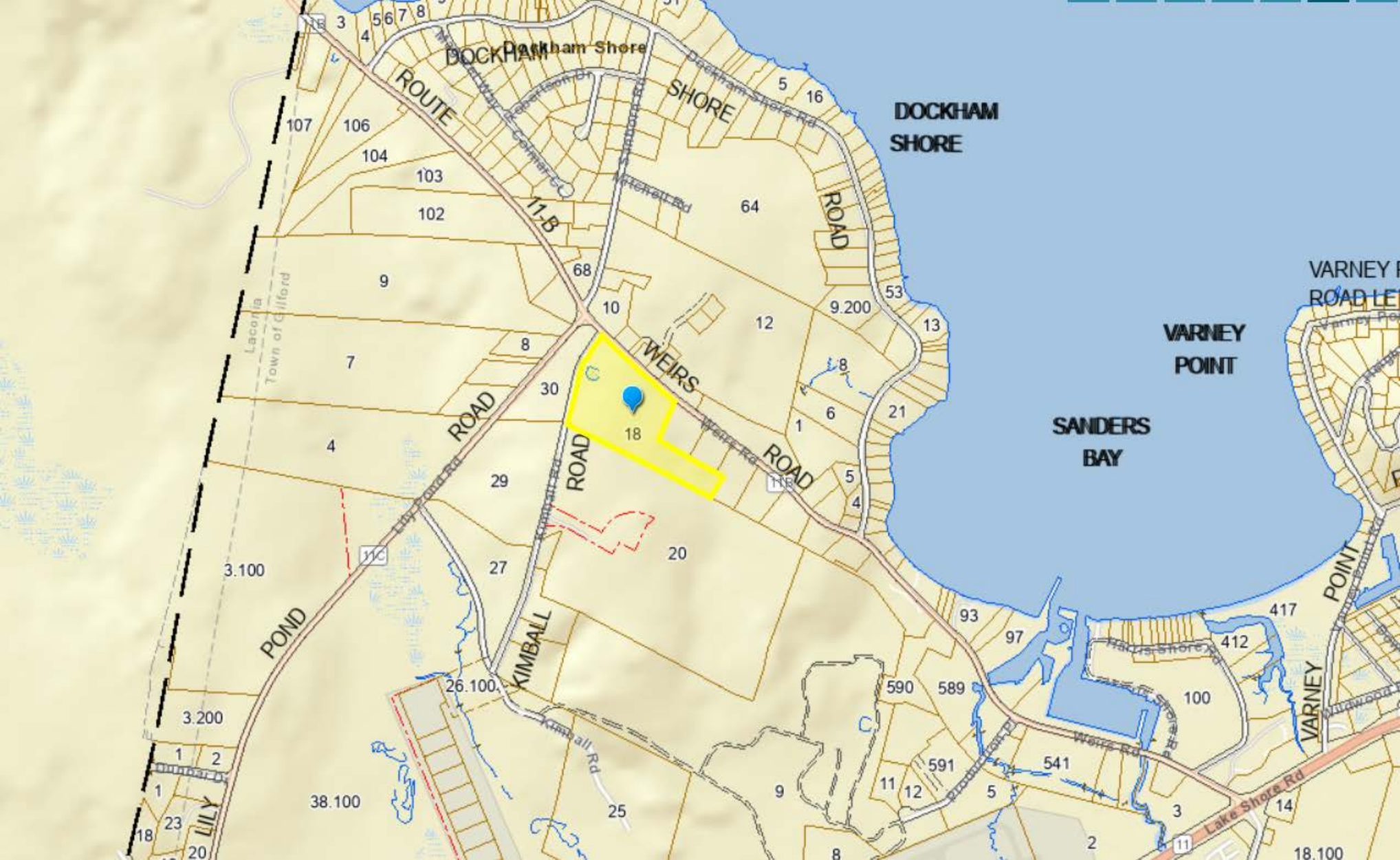
Year -- 2023

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	GILF80 LLC						Per Diem:	0.7064
Remaining - 2023	Principal:		3,223.00	Costs:	0.00	Int:	28.96	Balance: 3,251.96
							Per Diem:	0.7064
Report Total Remaining :	Principal:		3,223.00	Costs:	0.00	Int:	28.96	Balance: 3,251.96
							Per Diem:	0.7064

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 (additional fees apply)

Contact Information:  
 DANIELLE LAFOND  
 TOWN CLERK-TAX COLLECTOR  
[dlafond@gilfordnh.org](mailto:dlafond@gilfordnh.org)



Dockham Shore

DOCKHAM SHORE

VARNEY POINT

SANDERS BAY

VARNEY POINT ROAD

VARNEY POINT

POND

Kimball Rd

Lake Shore Rd

Lacroix  
Town of Gifford

ROUTE 11-B

WEIRS ROAD

ROAD

ROAD

ROAD

LILY

38.100

3.200

3.100

4

7

9

102

104

106

107

68

18

20

26.100

KIMBALL ROAD

25

12

64

590

589

591

9

8

11

12

5

2

541

3

100

412

417

93

97

21

5

4

9.200

53

13

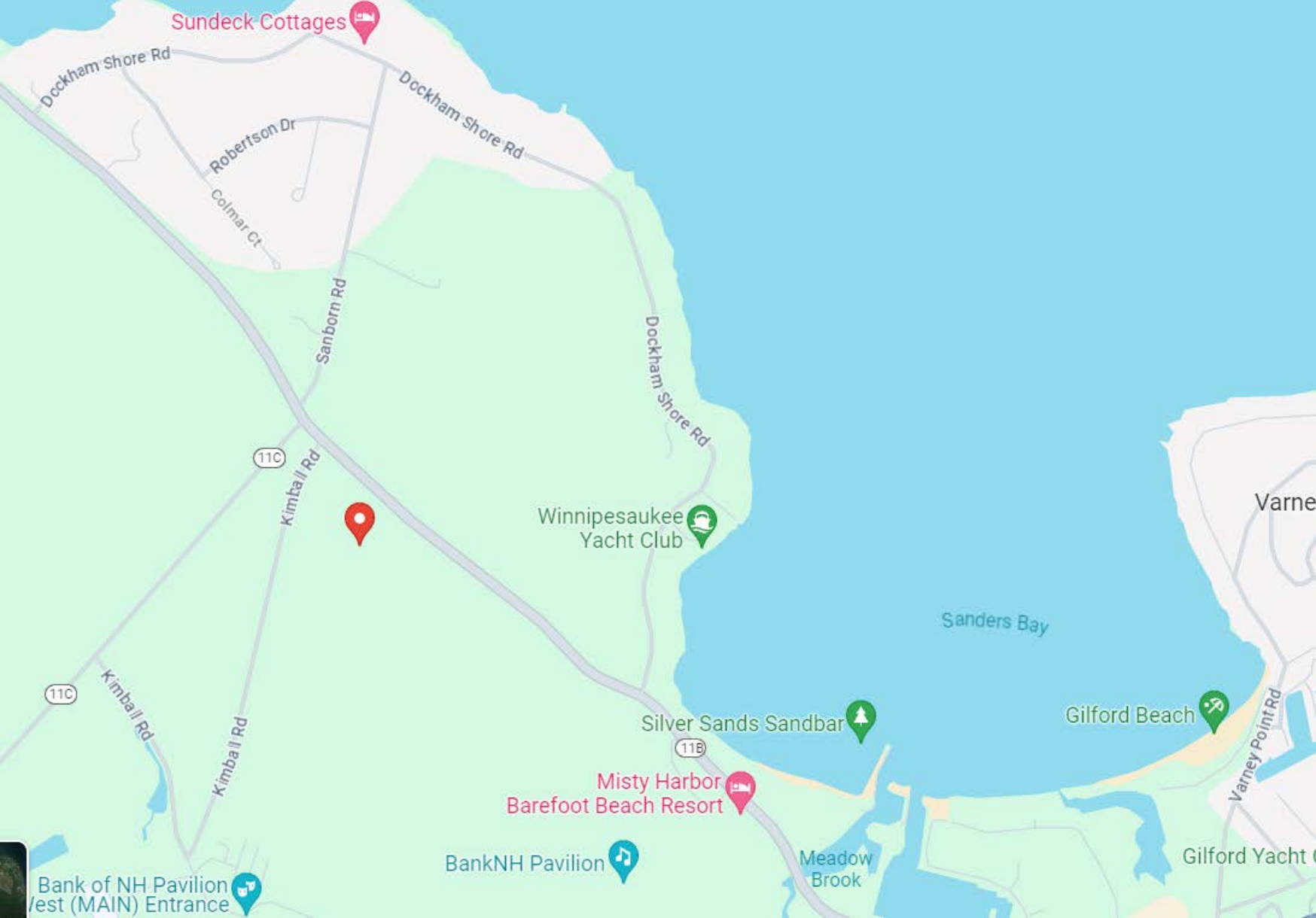
16

5

16

18.100

14



Sundeck Cottages

Dockham Shore Rd

Robertson Dr

Colmar Ct

Dockham Shore Rd

Samborn Rd

Dockham Shore Rd

11C

Kimball Rd

Winnepesaukee Yacht Club

Sanders Bay

11C

Kimball Rd

Kimball Rd

Silver Sands Sandbar

11B

Misty Harbor Barefoot Beach Resort

Meadow Brook

Gilford Beach

Varney Point Rd

Varney

Gilford Yacht Club

Bank of NH Pavilion West (MAIN) Entrance

BankNH Pavilion

Memorandum of Sale

THIS AGREEMENT made this \_\_\_\_\_ day of May, 2024 by and between Willard W. Drew, Trustee of the Drew Family Realty Trust u/d/t dated January 31, 2022 with an address of 16 Academy Street, Laconia, NH 03246, hereinafter referred to as SELLER and \_\_\_\_\_ with an address of \_\_\_\_\_ hereafter referred to as BUYER.

SELLER hereby agrees to sell and convey to BUYER and BUYER hereby agrees to purchase from SELLER, subject to the terms and conditions set forth herein, a certain parcel of land with the buildings thereon located at \_\_\_\_\_, \_\_\_\_\_ Kimball Road, Tax Map 215, Lot \_\_\_\_\_, Town of Gilford, County of Belknap, and State of New Hampshire said property being further described in mortgage to SELLER from **GILF80 LLC** dated August 5, 2022 recorded at the Belknap County Registry of Deeds at Book 3522, Page 471.

The agreed purchase price for the property is \$ \_\_\_\_\_ of which the receipt of a deposit in the amount of \$ \_\_\_\_\_ is hereby acknowledged by SELLER. The balance of the purchase price shall be paid by cash or certified or cashier's check to the SELLER within Forty-Five (45) days of the date hereof, time being of the essence. Failure to close the sale within said forty-five (45) days shall cause all deposit monies paid to the SELLER to be forfeited by the BUYER, such amount constitutes liquidated damages and not being a penalty. If the SELLER fails to close, regardless of reason, then BUYER shall be entitled to the return of the deposit as the BUYER'S sole and exclusive remedy.

SELLER shall hold all deposits made hereunder and shall not be required to segregate these funds from other of its funds. SELLER also shall not be required to pay interest on these funds to BUYER.

Title shall be conveyed by a Foreclosure Deed with BUYER taking title subject to all liens superior to that which is being foreclosed by SELLER, if any, including but not limited to unpaid property taxes, if any. Taxes and any other ownership cost will not be prorated at closing.

SELLER specifically makes NO WARRANTIES as to the legality of the use of the property or the state of this title in regard to mortgages, liens, or other encumbrances. The property is sold AS-IS.

BUYER shall be liable for all real estate transfer taxes.

This Agreement may not be assigned by BUYER without the prior written consent of SELLER and any purported assignment in violation of this provision shall be null and void and may be treated by SELLER as a breach of this Agreement, allowing SELLER to terminate this Agreement and retain all deposits made hereunder, at the sole option of the SELLER.

BUYER, having an insurable interest in the premises from the time of execution of this Agreement, agrees that the risk of loss or damage to the premises, through fire or otherwise, shall be upon BUYER from the time of execution of this Agreement. BUYER agrees to procure extended insurance coverage of the premises and will furnish SELLER evidence of such insurance coverage upon SELLER'S request.

DISCLOSURES: New Hampshire law requires that the Seller provides certain disclosures and notifications prior to or contemporaneous with the sale of real property. The required disclosures are as follows:

- a. RSA 477:4-a Radon Gas and Lead Paint Notification:
  - i. Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.
  - ii. Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.
- b. RSA 477:4-c and RSA 477:4-d Private Water Supply System, Private Sewage Disposal System, and Insulation Notification:
  - i. Water – Private.
  - ii. Sewage – Private.
  - iii. Insulation:
- c. RSA 477:4-e History of Property: None known.
- d. RSA 477:4-f Condominium Sale Notification: N/A.
- e. RSA 477:4-g Methamphetamine Notification: None known.
- f. RSA 485-A:39 Waterfront Property Sale Site Assessment Study: N/A

BUYER and SELLER both represent to each other that all warranties, representations, and agreements made between the parties are contained within this Agreement.

This Agreement shall be interpreted under the laws of the State of New Hampshire and shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have hereunto set their as of the clay and elate above first written.

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

Willard W. Drew, Trustee of the Drew Family  
 Realty Trust  
 By its Attorney,  
 Philip A. Brouillard, Esq.  
 Brouillard & Brouillard,  
 PLLC 16 Academy Street  
 Laconia, NH 03220  
 603-524-4450

Date: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Email: \_\_\_\_\_

## How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. Then the bidder must notify the auctioneer no less than 48 hours prior to the start of the auction of their intent to bid online. Finally, submit your Bidder Registration Form with the required Bidder Deposit to the Auctioneer no less than 48 hours prior to the start of the auction. Once that is complete, a link to the online bidding portal, with instructions, will be emailed to you.

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](mailto:admin@paulmcinnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com).

**BIDDER DEPOSIT:** If a bidder wishes to bid on one or both of the properties, he or she will need to provide the required deposit for each of the properties for which they wish to bid. Online Bidders can provide their deposit electronically through **EARNNEST**. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). **Electronic Deposits** must be initiated no less than 48 hours prior to the auction.

**Deposit Amount per property:**

<b>Property A – 15 Kimball Road, Gilford, NH</b>	<b>\$50,000.00</b>
<b>Property B – 16 Kimball Road, Gilford, NH</b>	<b>\$50,000.00</b>

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



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



Email completed form to  
[admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)

**ONLINE BIDDER REGISTRATION FORM • 24PM-10**  
BIDDING STARTS: Friday, May 3<sup>rd</sup> at 10:00 a.m.  
PROPERTY: 15 & 16 Kimball Road, Gilford, NH

Select Property: **Property A**    15 Kimball Road, **Property B**    16 Kimball Road

<b>FIRST NAME, MIDDLE INITIAL, &amp; LAST NAME</b>
<b>HOME ADDRESS</b>
<b>CITY, STATE, &amp; ZIP CODE</b>
<b>MOBILE TELEPHONE NUMBER (MUST BE ABLE TO RECEIVE SMS MESSAGES)</b>
<b>EMAIL ADDRESS</b>

**Registration:** At the time of registration, you will be required to deliver your refundable bidder deposit of \$50,000 per property 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 Memorandum of Sale at the conclusion of the auction) you hereby authorize the Auction Company to retain your \$50,000 per property bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$50,000 per property U.S. dollars.

**Terms:** Fifty Thousand Dollar (\$50,000.00) deposit per property by certified check, made payable to Paul McInnis LLC Escrow and deemed acceptable to mortgagee or agent of the mortgagee at time and place of sale or e-check through Earnnest by request of the auctioneer and received no less than 48 hours prior to sale. Balance due at closing within forty-five (45) days of sale. Online bidding available by request to the auctioneer no later than 48 hours prior to the sale. Subject to all terms of mortgagee's notice of sale.

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

**PRINT BUYER'S NAME:**

**SIGNATURE OF BIDDER:**

**DATE:**

24PM-10 Reviewed by:  
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