

Introduction:

This document contains information relevant to the Town of Gilford's policy of unmerging/non merging non conforming grandfathered buildable lots held in common ownership.

Revision : May 15th 2009

Barbara P. Aichinger
558 Edgewater Drive
Gilford, NH 03249
Email: Aichinger@comcast.net
Cell: 603-548-5037

**Summary of Gilford's Unmerges found to date:
May 15th 2009**

Introduction:

This document contains information relevant to the Town of Gilford's policy of unmerging/non merging non conforming grandfathered buildable lots held in common ownership.

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Barbara P. Aichinger
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Gilford Unmerges. Last updated November 12th 2008 BPA

Item #	Parcel ID's	Address	Current Owner	Date of unmerge/comm on owner Deed	size	Comment	Notes Area of Tax Card
	254-019-000	58 Chalet Dr	Daigle	2005 2242 0681	.43 acres	Vacant lot	UNMERGED FROM #26 2006 9-29-2005 LOTS 19 & 26 TO BE UNMERGED PER COPIES OF DEEDS IN SOURCE FILE 07-06 PER PLANNING DEPT ADDRESS CHANGED FROM AREA ROAD TO 58 CHALET DR.
	254-026-000	31 Area Road	Migdalski	2005 deed for the unmerged parcel to Migdalski 2254-0696	.36 acres	House built in 1978. Daigles did the unmerge sold house kept vacant lot to build	UNMERGED FROM #19 2006
	204-057-001	0 Bedford Ave	Roberts, Virginia	2004 Vacant lot 1957 deed 0380 0055	.826 acres	Lot 59 and 1/2 of lot 60 bought in 1957. Note to Pat: This one blows my mind....Per Opinion of Mitchell???? I don't get it...it is the same as mine...EXCEPT they don't have a second house!!!	UN-MERGED FROM 204-57-1 2004 SPOKE W/MS ROBERTS - 2 DEEDS ON THIS PARCEL, WAS MERGED SOMETIME IN THE PAST, DOESN'T KNOW WHY - PER MITCHELL OPINION, SEPARATED THE LOTS FOR SEPARATE ASSESSING 8/5/04 - .864 AC PCL 204-57, .826 AC NEW PCL 204-057-001 - WC

204-057-000	41 Bedford Ave	Roberts, Virginia	2004 1957 deed 0385-0209	.86 acres	Lot 61 and the other half of lot 60. House built in 1955 1957 deed (a few months after buying he above) 0385-0209. Both the above parcel and this parcel were in common ownership back to 1952 (Roux)and then common ownership again back to 1936 with Frank Varney	UNMERGED FROM 204-057 2004 SEE NOTES ON PCL 204-057 FOR MERGER DETAIL - CREATED THIS PARCEL 8/5/2004 - WC
213-085-000	17 Breton Rd	Schifino Allen and Janine	8/31/2005 deed 1419 113 1997	.654	1975 built house C zone	8/31/05 UMERGED(17&19 BRETON)
213-085-100	19 Breton Rd	Schinino Janine	8/31/2005 Still in common ownership	100'x150' lot	2101 941 mobile home deed 2004 tax card reflects mobile home	UMERGED 8/31/05 (17&19 BRETON)
217-052-000	46 Blueberry Hill	Caroloni (new owner)	11/09/1999 1560 0183 Lot 5	House on lot	Traniello Sold in 2007	lot 52 separated into 2 purchased w/ 217-052-000'
217-053-000	50 Blueberry Hill	Traniello Realty Trust	11/12/1999 1560-0692 Lot 6	Vacant lot	These are inland lots on Governors Island	lot 52 separated into 2 purchased w/ 217-052-000'

	223-025-000	31 Dockham Shore Road	Lambert Trust		.54 acres	1965 cottage	ROW FOR 223-026 & 023
	223-026-000	23 Dockham Shore	Lambert (2 owners)	2005 1685 988 2001. This deed shows 2 tracts in common ownership. Prior to that Patricia Lambert receives 1/2 interest via probate second 1/2 interest in 1978 via deed 761 160. Prior to that it was in common ownership back to 1936 0224 0089	.48 acre 80' on the lake, 115' on the road Deed 1685 988 2001	Pat Wood handled this one House built in 1936	COMMON DRIVEWAY THRU 223-025; PREVIOUSLY ASSESSED AS ONE PARCEL WITH .92 ACRES & 1 WF - TRACT II TRANSFERED, REVEALING A PREVIOUS MERGER OF THE 80 LF OF 2 TRACTS IN ERROR AT SOME UNKNOWN POINT IN THE PAST.
	223-026-001	21 Dockham Shore	Lambert (checkerboarded after the unmerge)	2005 2225 86 deed Just Tract II to checkerboard after the unmerge	.44 acre 100' on the lake, 108' on the road VACANT LOT	On the market for just under 1Million	TRACT II - SEPARATELY ASSESSED FOR 2006; FOR SALE THIS WAS A 'MERGED' LOT NOT PREVIOUSLY ASSESSED APART FROM - 9/07 PARCEL 223-26. TRANSFER OF THE PRESENT PARCEL REVEALED PREVIOUS ERROR OF MERGER - SEPARATELY ASSESSED FOR 2006
	266-087-000	12 Hook Rd	Bradshaw, Walter	1999 lot 49 1456 0188 1998	Vacant Lot	1649 347 2001 Deed that conveys lot 49 to husband Walter only.	LOTS SEPARATED PER LTR. 6/99 JOHN BOBULA

	266-077-000	45 Jay Rd	Bradshaw , Jayna	1999 lot 33 1456 0182 1998	Vacant Backlot and has very small frontage on road	1541 720 1999 this Deed transfer to the wife only created the checkerboard after the unmerge. Don't get confused. The Bradshaws also have another lot on Hook Road but that is 2 acre like the other on Hook Road so those were not merged. Only the less than 1 acre lot on Jay Road was merged to the larger adjacent one on Hook Road.	LOT SEPARATED FROM 266-087 PER
	223-523-000	9 Dow Road	Anderson, Michael Trustee	2003 1684 956 2001 (both lots purchased in one deed by Michael Anderson)	.23 acres 1876 651 2003 created the Checker board with a Trust	Lot with a house and was a vacant lot ZBA granted variance in 2005 to build house on vacant lot in setback Case #223- 523.000-05- 003Z	WAS ASSESSED P/O 223-522 CREATED NEW RECORD 2003

	223-522-000	13 Dow Road	Anderson, Michael	2003	.23 acres	These two lots passed through several owners always owned together since the 1930's. Old Frank Varney subdivision (Johnson Family several members back to 1960, prior to that was the Simonds Family. Prior to that Frank Varney)	
	254-011-000	35 Chalet Road	D'Errico	2004 1707 406 2001 original deed with 3 lots	Info from David Andrade .68 acres	Was one lot owned by D'Errico. In 2004 Owner checkerboarded	MAP CORRECTION- SB 3 LOTS - 254-11 IS .688 PER SUBDIV
	254-012-000	Chalet Road	Thompson	2004	Owner transferred deeds to family member to create checkerboarding in 2004 2043 908	.711 acre	5-04- NO STAMPS ON DEED

	254-013-000	Chalet Road	D'Errico	2004	.688 acres	3 lots unmerged all vacant	
	203-220-000	Hauck	59 Sleeper Hill	2070 19 all 3 parcels are now on this deed	2004 deed date	.688 acre	05-11-06 MS. HAUCK REQUESTED THAT 2004 REVOCABLE TRUST"" NOT SHOW AS PART OF HER MAILING ADDRESS, BK 2070 PG 0019.
	203-220-001	Hauck	Off Sleeper Hill	<u>1975 deed 676 22 had all 3 lots.</u> Prior to that came into common ownership in 1949	Vacant lot land locked behind property	.69 acre	"unmerged to reflect Deed" OWNER WANTED PARCELS UNMERGED"- NO DOCS OF OFFICIAL MERGER NO ROAD FRONTAGE - 05-11-06 MS. HAUCK REQUESTED THAT 2004 REVOCABLE TRUST" " NOT SHOW AS PART OF HER MAILING ADDRESS, BK 676 PG 22
	203-220-002	Hauck	Sleeper Hill		Vacant Lot	.52 acre	"Unmerge 05" NOT A FORMAL SUBDIVISION- BROKEN BACK OUT INTO 3 PARCELS ACCORDING TO DEED PER OWNER REQUEST 9-05 FORMER PART OF 203-220 05-11-06 MS. HAUCK REQUESTED THAT 2004 REVOCABLE TRUST"" NOT SHOW AS PART OF HER MAILING ADDRESS, BK 676 PG 22
	210-009-000	27 Liberty Hill Road	Rita B Breton	unmerged possibly early 2004 note plan L 47-035 shows new tax id's for both lots	2.94 acres	Appears that husband died in 2002 and wife gave second lot to daughter in 2004	back in 81, two of mr bretons lots were combined into one. T per john ayer,director of planning, it will be acceptable t

	210-009-100	29 Liberty Hill	Jeanne Breton	2020 854 2004 deed to the daughter	1.98 acres	When they 'unmerged' there were structures in the setback. Common ownership is as follows: 291 125 1947 394 364 1959 455 140 1965 These lots ARE each greater than 1 acre so they should not have been merged. This issue here is that NO SUBDIVISION approval was necessary...what is the difference in the size of the lots when it comes to requiring subdivision approval?	MERGED IN 81; TWO DEEDS AND PER OWNERS REQUESTS TO BE BACK TO TWO LOTS; PLANNING DIRECTOR APPROVED

Chalet/Area Road Unmerge Norm Daigle

Parcel ID's	Address	Current Owner	Date of unmerge/common owner Deed	size	Comment	Notes Area of Tax Card
254-019-000	58 Chalet Dr	Daigle	2005 2242 0681	.43 acres	Vacant lot	UNMERGED FROM #26 2006 9-29-2005 LOTS 19 & 26 TO BE UNMERGED PER COPIES OF DEEDS IN SOURCE FILE 07-06 PER PLANNING DEPT ADDRESS CHANGED FROM AREA ROAD TO 58 CHALET DR.
254-026-000	31 Area Road	Migdalski	2005 deed for the unmerged parcel to Migdalski 2254-0696	.36 acres	House built in 1978. Daigles did the unmerge sold house kept vacant lot to build	UNMERGED FROM #19 2006

Summary of my(BAichinger) conversation with Norm Daigle October 30th 2008

Norm Daigle was the owner of 254-026-000 and 254-019-000. These parcels were merged and indicate that in the assessors data base. I know Norm since he worked on my house. Norm took ownership of 3 parcels. One from the mother and then another from the kids. The kids lot was the one that had 2 parcels in it. He took the single deed describing the two parcels down to David Andrade. David told him to go up to the Assessors office. The Assessor was not there so he left this information with Marsha McGinley. Marsha gave the information to Wil. Wil called Norm and Norm went down to the town hall to meet with Wil. Wil did not want to unmerge the parcels saying that one was too small. Norm drew out a plot plan showing how he could fit a house on it. Wil reluctantly agreed and gave him the second tax id. This occurred in July of 2006.

John AYER

From: mmcginley [mmcginley@gilfordnh.org]
Sent: Friday, July 21, 2006 4:02 PM
To: jayer@gilfordnh.org
Subject: Unmerged parcel - Area Road

Hi John,

Just a note to remind you to issue a new street address.

Parcel # 254-026-000 was "unmerged" to become two separate parcels as follows:

✓ Parcel # 254-026-000 - 31 Area Road

Parcel # 254-019-000 - Area Road

Per/Kari at DPW the driveway for Lot 019-000 is off of Chalet Drive, therefore, a new street address is needed for this parcel. As soon as I receive authorization from you as Planning Director to change the address I will change the address in our Univers and BMSI systems.

Thank you!

Marsha A. McGinley
Assessing Technician

7/24/2006

Sent: Monday, July 24, 2006 9:00 AM
To: mmcginley@gilfordnh.org
Cc: jhayes@gilfordnh.org
Subject: RE: Unmerged parcel - Area Road

Please note the new lot is on Chalet Drive, not Area Road. The new, unmerged lot addresses are as follows:

Parcel # 254-026.000 – 31 Area Road (No change)

Parcel # 254-019.000 – 58 Chalet Drive (New)

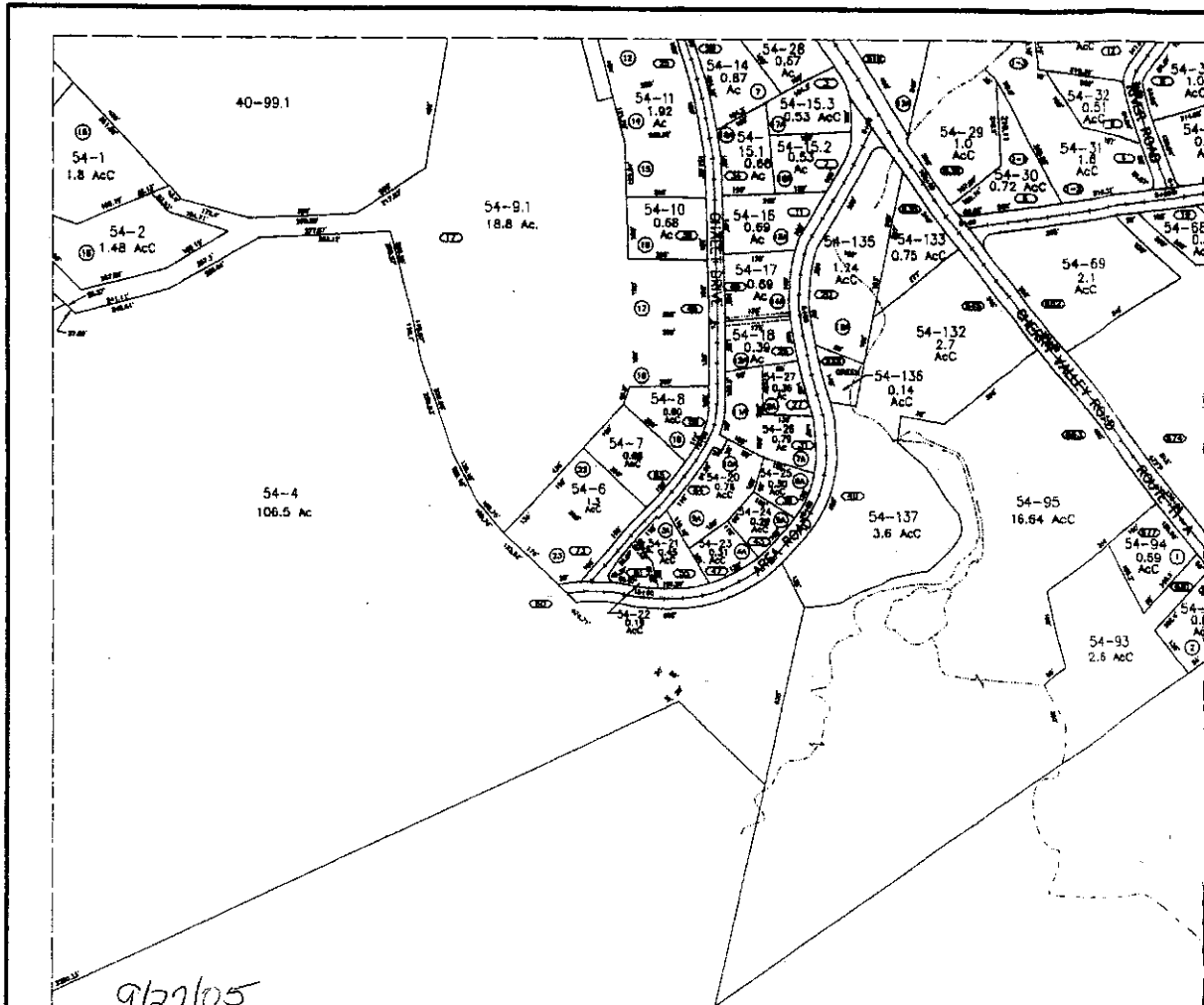
change address + NJ
✓✓ Drivers
✓✓ BWSI

I will prepare a memo to circulate to the various departments and entities that need to know.

- John

JOHN B. AYER, AICP
DIRECTOR OF PLANNING AND LAND USE
TOWN OF GILFORD
GILFORD, NH 03249
603-527-4727 PHONE
603-527-4731 FAX

Varied Kari s/a/b/c
V Sent John's email ~
KAR



9/27/05

Norman Daigle (a builder) stopped in to inquire about 2 lots that were merged. (see attached maps)

254-027-000 (subdivision lot # 8A)
 254-026-000 (subdivision lots 7A & 11A)

The two lots were merged unknowingly to the property owner. (the lots were in the same name)

Lot 254-027-000 was not merged into 254-026-000 because ownership was in the "Kid's" names

— Can we unmerge the 2 lots?
 — What do we need in order to accomplish that?

9/29/05 11 Daigle will request to unmerge after 2nd 15716 APRING

Pls call Norman Yhus. @ 455-8603

THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.
 THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM.

CARTOGRAPHIC ASSOC. INC.
 PROFESSIONAL GIS CONSULTANTS
 MUNICIPAL MAPPING - GIS - PUBLIC WORKS INFORMATION MANAGEMENT
 11 PLEASANT STREET, P.O. BOX 267, LITTLETON, NEW HAMPSHIRE 03601
 (603)444-8768 - (603)332-4540 - FAX (603)444-1366 - WWW.CAI-NH.COM

LEGEND
 AREA SURVEYED Ac
 AREA CALCULATED Ac
 MATCH LINE
 WATER

58 CHALET DR MAP/LOT: 254-019-000 ZONING: LR LIVING UNITS: CLASS: R - 130 CARD # 1 OF 1

CURRENT OWNER/ADDRESS DAIGLE, NORMAN R JR & CAROL E		LAND DATA: TYPE		INFLUENCE FACTORS		LAND VALUE		NBHD ID: 103.00	
124 SALT MARSH POND RD NH 03249 GILFORD		PRIMARY		SHAPE/SIZE		41,200		- ASSESSMENT INFORMATION -	
DEED BOOK: DEED PAGE: DEED DATE:		TOT. ACRE 0.430		TOTAL LAND VALUE:		41,200		PRIOR 41,200 ✓ CURRENT 41,200 ✓	
								- DATA COLLECTION INFORMATION -	
								20060816 JP ENTRY + SIGN UNIMPROVED ENTRY + SIGN	

SALE INFO NOT VERIFIED BY ASSESSOR'S OFFICE

SALES DATA: Date Type Price Valid Date # Amount Purpose

DRELLING DATA:

Style: Story Ht. Attic: Walls: Bedrooms: Total Rooms: Full Baths: Half Baths: Add'l Fixtures: Basement: Fin Bsmt. Living Area: Basement Rec Room Area: Heating System: Heating Type: TOTAL FIREPLACES: Basement Garage (# cars) Ground Flr Area: Total Living Area: Quality Grade: Condition: Marketability: Year Built: Eff. Year Built: Unfinished Area: Unheated Area:

NONE

COST APPROACH COMPUTATIONS

Base Price
Plumbing
Additions
Unfin. Area
Basement
Attic
Heat/AC Adj.
FBLA
Rec Rm
Fireplace
Bsmt. Gar.
SUBTOTAL
Grade Factor
C & D factor
TOTAL RCN
% Good
Market Adj.
TOTAL RCNLD

OUTBUILDING DATA: Type Qty Yr Size1 Size2 Grd Cond Ma Value

VALUE FLAG: 5

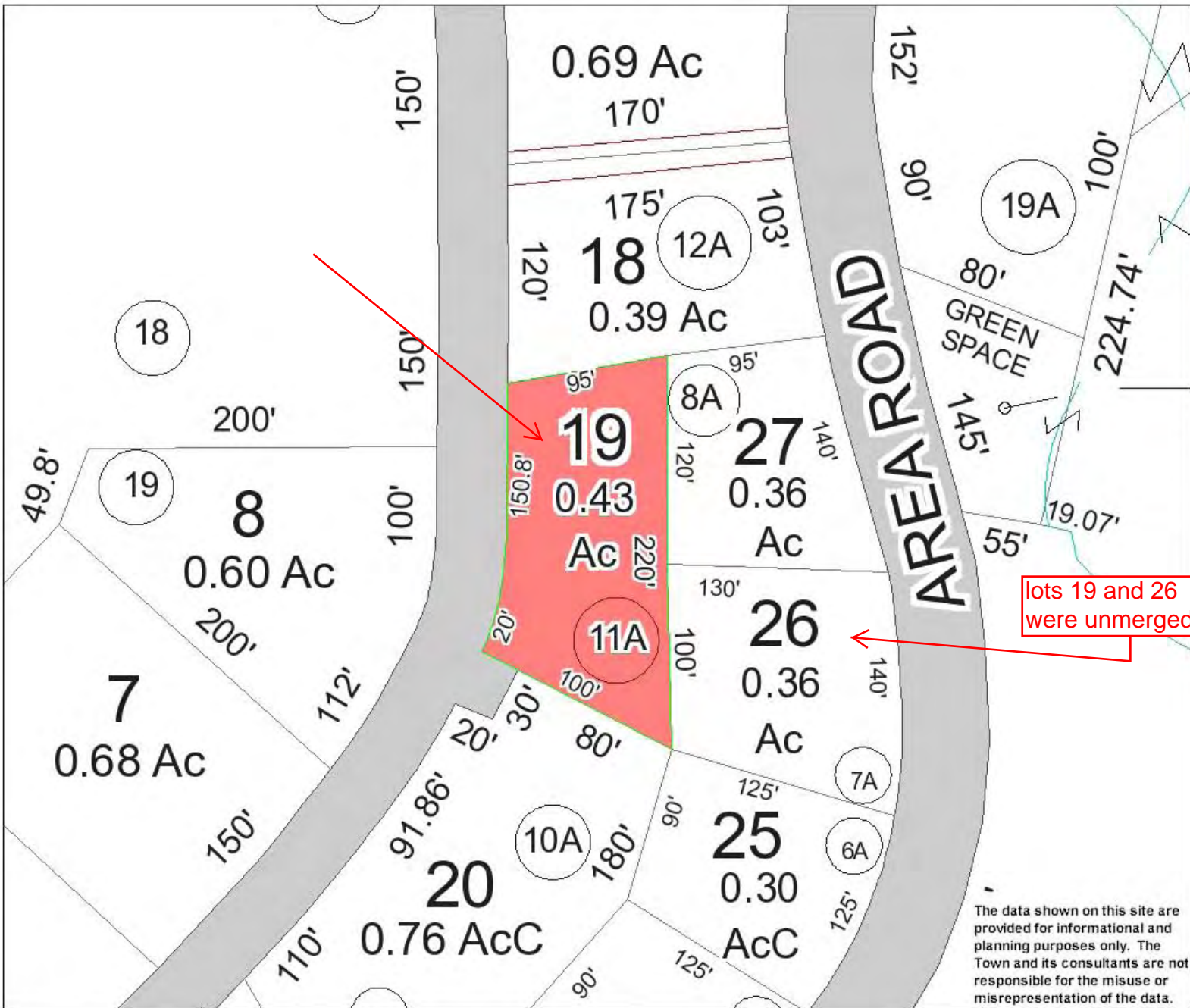
NOTES: UNMERGED FROM #26 2006

OUTBUILDING TOTAL:

Lower Level	First Floor	Second Floor	Third Floor	Area	Value
A	B	C	D	E	F
G	H				
				0	00



- Abutting Towns
- Buildings
- Water Bodies
 - Rivers & Streams
 - Open Water
- Misc Parcel Lines
 - Bridge
 - Cemetery
 - Easement
 - Hooks
 - Right-Of-Way
 - Private Road ROW
 - Utility
 - Wetland
- Parcels
 - Common
 - Property Line
 - Private Road
 - Road
 - Dashed Road
 - Road ROWs



lots 19 and 26 were unmerged

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

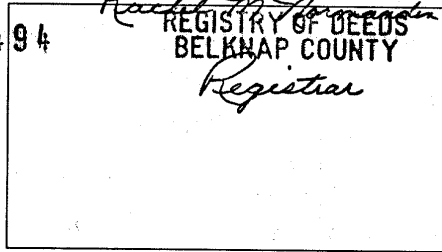
Return to (LSP)

Laurie S. Perreault
Attorney At Law
Hollis Village Marketplace
PO Box 1109
Hollis, NH 03049

RECEIVED

2005 NOV 14 PM 1:00

521494



STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
****3 THOUSAND 3 HUNDRED AND 74 DOLLARS	
11/14/2005	630297 \$ ****3374.00
VOID IF ALTERED	

Warranty Deed

I, Emily J. Vance, Trustee of The E. J. Vance Trust No. 1, under declartion of trust dated November 25, 1991,

of 7415 Hurstborne Green Drive, Charlotte, North Carolina 28277

for consideration paid, grant to Norman R. Daigle^{Jr.} and Carol E. Daigle, husband and wife,

of 124 Saltmarsh Pond Road , Gilford, NH 03249 with WARRANTY COVENANTS, as Joint Tenants with Rights of Survivorship, the following described premises:

Two certain tracts or parcels of land as follows:

Tract 1: A certain tract or parcel of land situated in Gilford, County of Belknap, State of New Hampshire, being Lot #11A as shown on plan titled "Plan of Chalet Village of Belknap Mtn., Inc. and adjoining Lots, Gilford, N. H., December 1969, Scale: 1" = 100' " recorded in the Belknap County Registry of Deeds, bounded and described as follows:

Beginning at a point on the easterly side line of Chalet Road, so-called, at the boundary line between Lot #12A as shown on said plan and the lot herein conveyed; thence running S 14° 39' W along said Chalet Road a distance of one hundred fifty and nine tenths feet (150.9') to a point; thence turning to the left and running in a southeasterly direction a distance of twenty feet (20') to a point at the boundary line between Lot #10A as shown on said plan and the lot herein conveyed; thence continuing along said Lot #10A a distance of one hundred feet (100') to a point at the boundary of Lot #7A as shown on said plan; thence turning to the left and running in a northeasterly direction along said Lot #7A and Lot #8A as shown on said plan a distance of two hundred twenty feet (220') to a point at the boundary of said Lot #12A; thence turning to the left and running in a westerly direction along said Lot #12A a distance of ninety-five feet (95') to a point at the easterly sideline of Chalet Road, being the point beginning.

DK2242PG0681

The said premises are conveyed subject to and with benefit of easements, restrictions, agreements and rights of way of record, if any there be, insofar as the same are in force and applicable.

Meaning and intending to convey the same premises conveyed to Emily J. Vance, Trustee of The E. J. Vance Trust No. 1 from Emily J. Vance by deed dated January 27, 1992 and recorded with the Belknap Registry of Deeds on March 24, 1992 at Book 1204 Page 24.

Tract 2: A certain tract or parcel of land, together with buildings thereon, if any, being Lot #7A as shown on plan titled "Plan of Chalet Village of Belknap Mtn., Inc. and adjoining lots, Gilford, N.H. December, 1969, Scale: 1" = 100', " recorded in the Belknap County Registry of Deeds, bounded and described as follows:

Beginning at a point on the westerly side of a fifty foot (50') right-of-way, a/k/a Area Road, so-called, at the boundary of the lot herein conveyed and Lot #8A as shown on said plan; thence running in a northwesterly direction along said Lot #8A a distance of one hundred thirty feet (130') to a point at Lot #11A as shown on said plan; thence turning to the left and running in a southwesterly direction along said Lot #11A a distance of one hundred feet (100') to a point at the boundary of the lot herein conveyed and Lot #6A as shown on said plan; thence turning to the left and running in a southeasterly direction along said Lot #6A a distance of one hundred twenty-five (125') to a point on the westerly side of said Area Road; thence turning to the left and running in a generally northeasterly direction along the westerly sideline of said Area Road a distance of one hundred forty feet (140') to the point of beginning.

The said premises are conveyed subject to and with benefit of easements, restrictions, agreements and rights of way of record, if any there be, insofar as the same are in force and applicable.

Meaning and intending to convey the same premises conveyed to Emily J. Vance, Trustee of The E. J. Vance Trust No. 1 from Emily J. Vance by deed dated January 27, 1992 and recorded with the Belknap Registry of Deeds on March 24, 1992 at Book 1204 Page 22.

THIS IS NOT HOMESTEAD PROPERTY.

DK2242PG0682

Witness my hand(s) this 9th ^{November} day of ~~October~~, 2005.

The E. J. Vance Trust No. 1

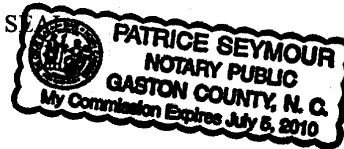
Emily J. Vance, Trustee
Emily J. Vance, Trustee

State of North Carolina
County of Mecklenburg

On the 9th ^{November} day of ~~October~~, 2005, before me, personally appeared Emily J. Vance, to me known or proven to be the party executing the foregoing instrument, and she acknowledged herself to be the Trustee of The E. J. Vance Trust No.1, and acknowledged said instrument, by her executed, to be her free act and deed.

Patrice Seymour
Notary Public:
My Commission Expires:

Patrice Seymour
Printed/Typed Name



BK2242P60683

**Trust Certificate
THE E. J. VANCE TRUST NO. 1**

The undersigned trustee, as trustee under the **THE E. J. VANCE TRUST NO. 1**, created under a trust agreement dated November 25, 1991, hereby states pursuant to RSA 564-A:7 that she has full and absolute power in said trust agreement to convey any or all interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the trustee for a conveyance thereof.

Executed this 9th day of November, 2005.

THE E. J. VANCE TRUST NO. 1

Emily J. Vance, Trustee
Emily J. Vance, Trustee

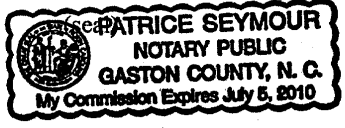
State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me this 9th day of November, 2005, by Emily J. Vance, Trustee of THE E. J. VANCE TRUST NO. 1.

Patrice Seymour
Notary Public

Patrice Seymour
Typed/Printed name

My Commission Expires:



DK2242PG0684


RECEIVED

2005 DEC 19 PM 12:41

Return to:
Wojtek M. Migdalski
Elizabeth Kessel-Migdalski
5 Anthony Avenue
Manchester, MA 01944

Rachel M. Armandon
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

523735

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
****3 THOUSAND	2 HUNDRED AND	70 DOLLARS	
MO	DAY	YR	AMOUNT
12	19	2005	752700 \$ ****3270.00
VOID IF ALTERED			

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, We, Norman R. Daigle, Jr. and Carol E. Daigle, husband and wife of 124 Saltmarsh Pond Road, Town of Gilford, County of Belknap, State of New Hampshire 03249

FOR CONSIDERATION PAID, GRANTS TO, Wojtek M. Migdalski and Elizabeth Kessel-Migdalski, of 5 Anthony Avenue, Town of Manchester, Commonwealth of Massachusetts 01944

WITH WARRANTY COVENANTS, as joint tenants with rights of survivorship

A certain tract or parcel of land, together with the buildings thereon, if any, being Lot #7A as shown on plan entitled "Plan of Chalet Village of Belknap Mtn., Inc. and adjoining lots, Gilford, NH, December, 1969, Scale: 1"-100'," recorded in the Belknap County Registry of Deeds, bounded and described as follows:

Beginning at a point on the westerly side of a fifty foot (50') right-of-way, a/k/a Area Road, so-called, at the boundary of the lot herein conveyed and Lot #8A as shown on said plan, thence running in a northwesterly direction along said Lot #8A a distance of one hundred thirty feet (130') to a point at Lot #11A as shown on said plan;

thence turning to the left and running in a southwesterly direction along said Lot #11A a distance of one hundred feet (100') to a point at the boundary of the lot herein conveyed and Lot #6A as shown on said plan;

thence turning to the left and running in a southeasterly direction along said Lot #6A a distance of one hundred twenty-five feet (125') to a point on the westerly side of said Area Road;

thence turning to the left and running in a generally northeasterly direction along the westerly sideline of said Area Road a distance of one hundred forty feet (140') to the point of beginning.

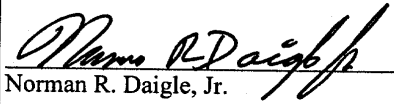
BK2254PG0696

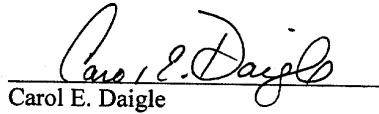
Premiere
Various Services, LLC
1 Amherst Street Ste. 403
Nashua, NH 03063
603-594-3750

Meaning and intending to convey the same premises conveyed to the within Grantors by deed of Emily J. Vance Trustee of the E.J. Vance Trust No. 1, dated November 9, 2005, as recorded in the Belknap County Registry of Deeds at Volume 2242, Page 681.

The within property is not the homestead of the within Grantors.

IN WITNESS WHEREOF, We have hereunto set our hands this 16th day of December, 2005


Norman R. Daigle, Jr.

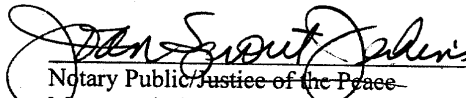

Carol E. Daigle

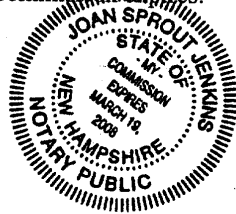
STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this, the 16th day of December, 2005, then personally appeared Norman R. Daigle, Jr. and Carol E. Daigle, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the foregoing for the purposes therein contained as their free act and deed.

Before me,

SEAL


Notary Public Justice of the Peace
My commission expires:



BK2254PG0697

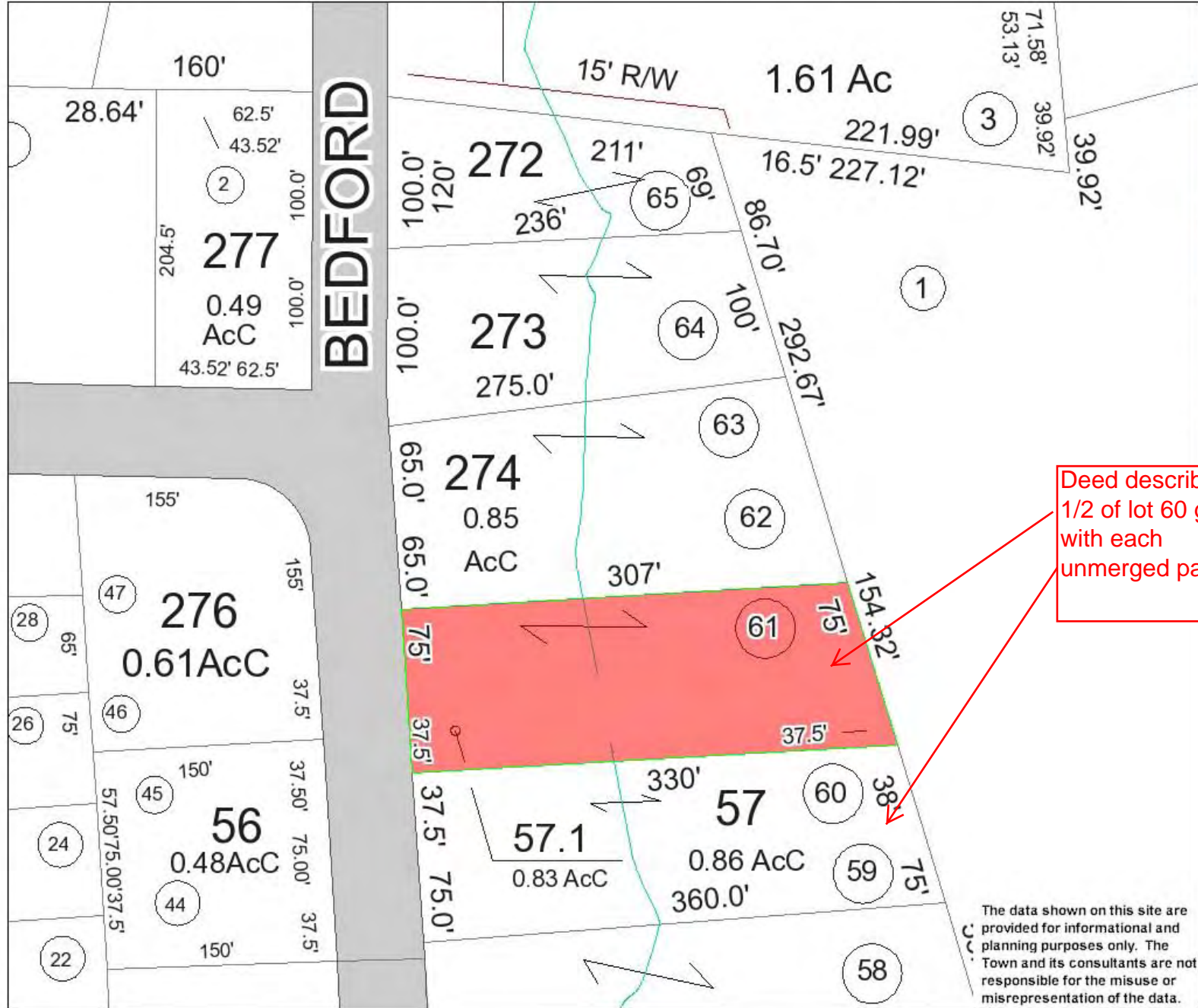
Bedford Ave Unmerge Virginia Roberts

Parcel ID's	Address	Current Owner	Date of unmerge/ common owner Deed	size	Comment	Notes Area of Tax Card
204-057-001	0 Bedford Ave	Roberts, Virginia	2004 Vacant lot 1957 deed 0380 0055	.826 acres	Lot 59 and ½ of lot 60 bought in 1957.	UN-MERGED FROM 204-57-1 2004 SPOKE W/MS ROBERTS - 2 DEEDS ON THIS PARCEL, WAS MERGED SOMETIME IN THE PAST, DOESN'T KNOW WHY - PER MITCHELL OPINION, SEPARATED THE LOTS FOR SEPARATE ASSESSING 8/5/04 - .864 AC PCL 204-57, .826 AC NEW PCL 204-057-001 - WC
204-057-000	41 Bedford Ave	Roberts, Virginia	2004 1957 deed 0385-0209	.86 acres	Lot 61 and the other half of lot 60. House built in 1955 1957 deed (a few months after buying he above) 0385-0209. Both the above parcel and this parcel were in common ownership back to 1952 (Roux)and then common ownership again back to 1936 with Frank Varney	UNMERGED FROM 204-057 2004 SEE NOTES ON PCL 204-057 FOR MERGER DETAIL - CREATED THIS PARCEL 8/5/2004 - WC



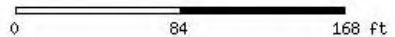
- Abutting Towns
- Buildings
- Water Bodies
 - Rivers & Streams
 - Open Water
- Misc Parcel Lines
 - Bridge
 - Cemetery
 - Easement
 - Hooks
 - Right-Of-Way
 - Private Road ROW
 - Utility
 - Wetland
- Parcels
 - Common
 - Property Line
 - Private Road
 - Load
 - Gas Hed Road
 - and ROWs

BEDFORD



Deed describes
1/2 of lot 60 going
with each
unmerged parcel

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



Account # 250506 Virginia 524-2609

00041 BEDFORD AVENUE MAP/LOT: 204-057-000 ZONING: SFR LIVING UNITS: 1 CLASS: R1-101 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS: ROBERTS, VIRGINIA D 41 BEDFORD AVENUE NH 03249

LAND DATA: TYPE SIZE INFLUENCE FACTORS % LAND VALUE

PRIMARY 1 1,000
RESIDUAL 0.690

TOPOGRAPHY -5 38,000
1,730

TOTAL ACRES: 1.690
TOTAL LAND VALUE: 39,700

DEED BOOK: 0
DEED PAGE: 00000
DEED DATE:

MBRD ID: 101.00
ASSESSMENT INFORMATION -
PRIOR CURRENT
29,500 39,700
59,300 83,700
88,800 123,400
TOTAL
- DATA COLLECTION INFORMATION -
20030703 TC ENTRY + SIGN
SPR ENTRY + SIGN

Sale info not verified by assessor's office

SALES DATA: PERMIT DATA:

Date	Type	Price	Valid Date	#	Amount	Purpose

DWELLING DATA:
 Style: RANCH
 Story Ht. 1.00
 Attic: NONE
 Walls: ALUM/VINYL
 Bedrooms: 2
 Total Rooms: 4
 Full Baths: 1
 Half Baths: 4
 Add'l Fixtures: 1
 Total Fixtures: 6
 Basement: FULL
 Fin Bsmt: Living Area: 324
 Basement Rec Room Area:
 Heating System: HOT WATER
 Heating Type: BASIC
 Total Fireplace: 1 / 1
 Basement Garage (# cars) 1 / 1
 Ground Flr Area: 832
 Total Living Area: 832
 Quality Grade: C
 Condition: GOOD
 Marketability: GD
 Year Built: 1955
 Eff. Year Built:

COST APPROACH COMPUTATIONS
 Base Price 90,160
 Plumbing 1160
 Additions 10100
 Unfin. Area
 Basement
 Attic
 Heat/AC Adj.
 FBLA
 Rec Rm 4,890
 Fireplace 5,220
 Bsmt. Gar.
 SUBTOTAL 111,530
 Grade Factor 1.00
 C & D Factor
 TOTAL RCN \$111,530
 % Good 0.75
 Market Adj.
 TOTAL RCNLD \$83,700

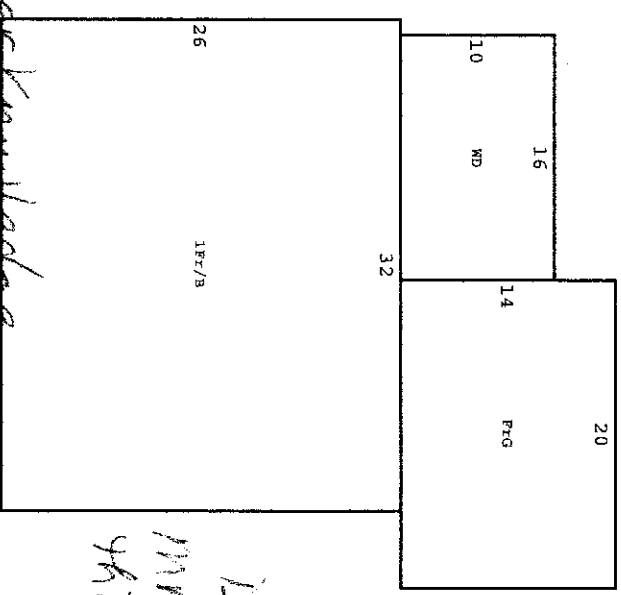
OUTBUILDING DATA
 Type qty Year Size1 Size2 Grd Cond Value

8/4/04

Outbuilding Total

VALUE FLAG: 5

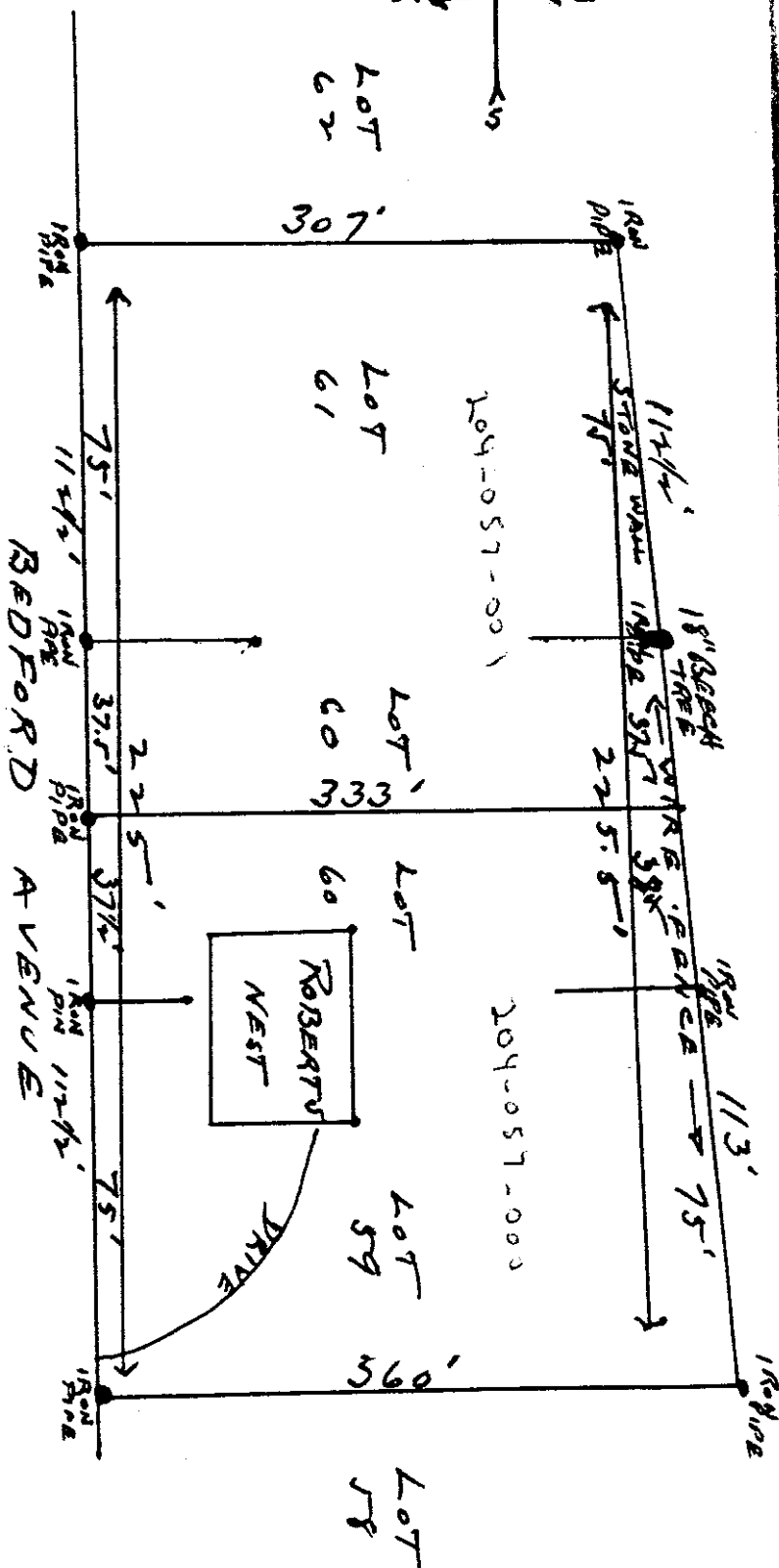
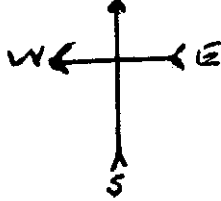
NOTES: R



Change sent to mapper.

** She holds two deeds.
 * thinks the two lots were merged without her knowledge.
 * she wants to build on the other lot. How can she divide them? Pls. call.
 D. Andrade brought Mrs. Roberts to this dept.*

MAP OF RIDGEWOOD TOWN OF GILFORD NH.



(Warranty Deed)

Know All Men By These Presents,

THAT we Philip A. Roux and Mary C. Roux, both of Laconia, County of Belknap and State of New Hampshire, as joint tenants,

for and in consideration of the sum of One Dollar and other valuable consideration to us in hand before the delivery hereof, well and truly paid by Virginia D. Roberts, hereinafter called the grantee,

the receipt whereof we do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said grantee and her heirs and assigns forever.

A certain piece or parcel of land on the easterly side of Bedford Avenue, so-called, in Gilford, County of Belknap and State of New Hampshire, and being Lot #59 and the southerly one-half (1/2) of Lot #60 as shown on Plan of Ridgewood, Gilford, N.H., L. K. Perley, C.E., recorded in Plan Book 6, Page 408, Belknap County Records, bounded and described as follows:

Beginning at an iron pipe set in the ground on the easterly side of said Bedford Avenue at the northwesterly corner of Lot #58 as shown on said plan; thence running northerly along said Avenue 75.0 feet to an iron pin; thence continuing along said Avenue northerly 37.5 feet to an iron pin; thence turning and running easterly parallel to and half way between the northerly and southerly sidelines of Lot #60 about 333 feet to an iron pin set in the ground at a wire fence; thence turning and running about southerly along said fence about 38.0 feet; thence continuing southerly along said fence 75 feet, more or less, to an iron pipe at the northeasterly corner of Lot #58; thence turning and running westerly along the northerly side of Lot #58 360.0 feet to the bound begun at.

Meaning hereby to describe and convey Lot #59 and the southerly one-half (1/2) of Lot #60, as shown on said plan, and being part of the premises conveyed to us, the grantors herein, by Frank R. Varney, by deed dated October 29, 1952, recorded in Book 341, Page 397, Belknap County Records.

Real estate taxes for 1957 to be assumed by the grantee.

US REVENUE STAMPS .
\$13.20
5-31-57 X KEB

TO HAVE AND TO HOLD the said granted premises with all the privileges and appurtenances to the same belonging, to her the said grantee

and her heirs and assigns, to her and her only proper use and benefit forever. And we the said grantors and our heirs, executors and administrators, do hereby covenant grant and agree to and with the said grantee and her heirs and assigns, that until the delivery hereof we are the lawful owners of the said premises, and are seized and possessed thereof in our own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every encumbrance whatsoever, and that we and our heirs, executors and administrators, shall and will warrant and defend the same to the said grantee and her heirs and assigns against the lawful claims and demands of any person or persons whomsoever. And we are husband and wife.

And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as our Family Homestead, as are reserved, or secured to us, or either of us, by Chapter 260, Revised Laws of the State of New Hampshire, or by any other statute or statutes of said State.

In Witness Whereof, we have hereunto set our hands and seals this 31st day of May A.D., 1957.

Signed, sealed and delivered in the presence of :

W. R. King

Philip A. Roux (seal)

Mary C. Roux (seal)

STATE OF NEW HAMPSHIRE COUNTY OF BELKNAP

On this 31st day of May 1957, before me, the undersigned officer, personally appeared Philip A. Roux and Mary C. Roux known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

W. Robert King (notarial seal)

Notary Public
Title of Officer.

Received June 3, 1957 9 H. 20 M. A. M.
Recorded and examined; attest:

Registrar.

(Warrantee Deed)

Know All Men By These Presents,

THAT We, Philip A. Roux and Mary C. Roux, both of Gilford, in the County of Belknap and State of New Hampshire, as joint tenants,

for and in consideration of the sum of One dollar and other valuable consideration to us in hand before the delivery hereof, well and truly paid by Virginia D. Roberts, of said Gilford, grantee,

the receipt whereof we do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said grantee and her heirs and assigns forever,

A certain piece or parcel of land, located on the easterly side of Bedford Avenue, so-called, in Gilford, County of Belknap and State of New Hampshire, and being Lot #61, and the northerly half of Lot #60 as shown on Plan of Ridgewood, recorded in Plan Book 10, Page 696, Belknap County Records, bounded and described as follows:

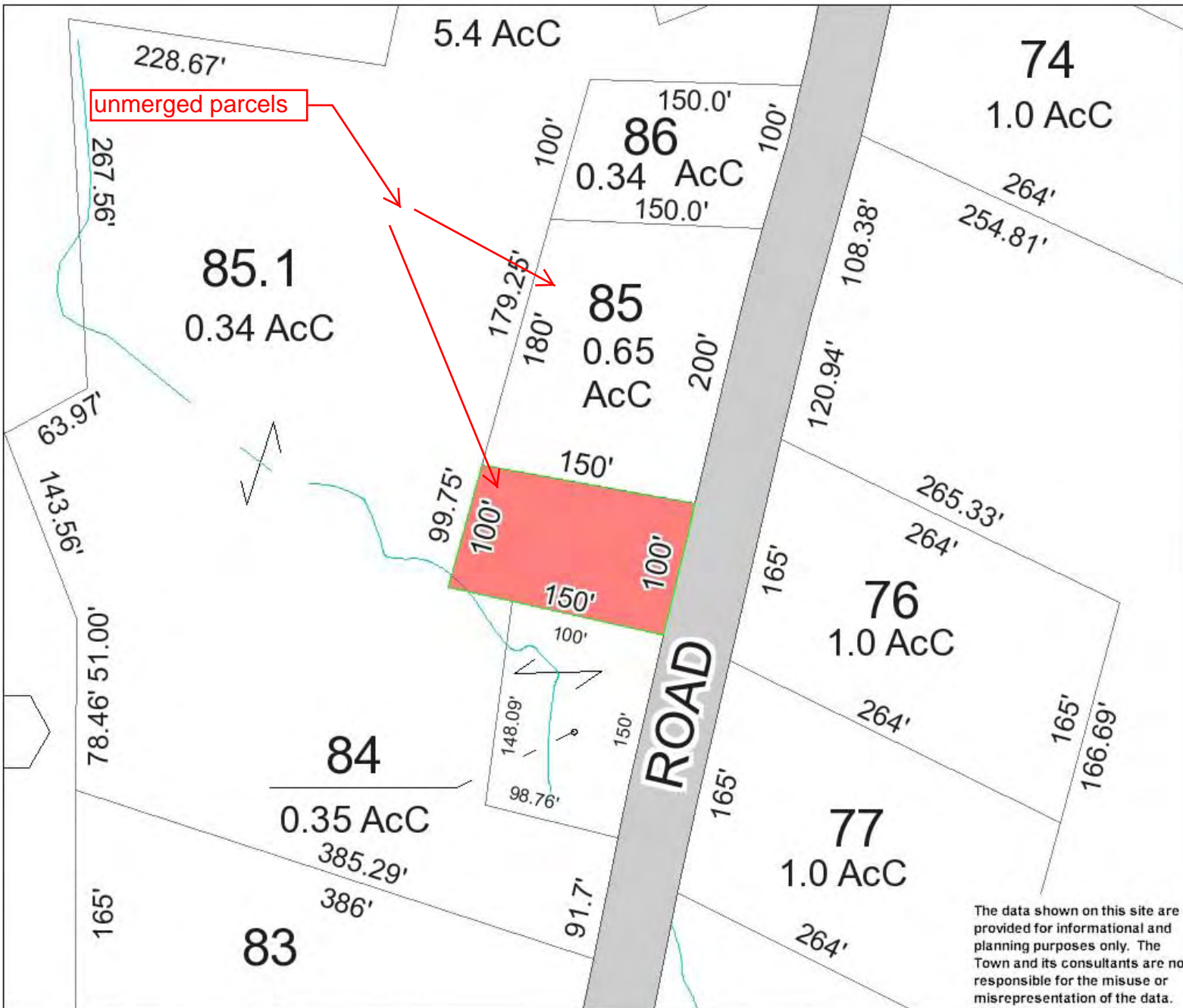
Beginning at an iron pipe set in the ground on the easterly side of Bedford Avenue at the southwesterly corner of the within conveyed premises and at the northwesterly corner of other land of the grantee herein; thence running northerly along the easterly side of said avenue 37.5 feet to an iron pipe at the northwesterly corner of Lot #60, as shown on said plan; thence continuing northerly on said avenue 75.0 feet to an iron pipe set in the ground at the southwesterly corner of Lot #62; thence turning and running easterly along the southerly side of Lot #62 307 feet, more or less, to an iron pipe set near a stone wall; thence turning and running about southerly along said stone wall 75.0 feet, more or less, to an iron pipe set in the ground at the base of an 18" beech tree; thence continuing the same direction along a wire fence about 375 feet to an iron pipe set in the ground at the northeast corner of other land of the grantee; thence turning and running about westerly along other land of the grantee, along a line which is parallel to and halfway between the sidelines of Lot #60, as shown on said plan, about 333 feet, to the bound begun at.

Meaning hereby to describe and convey the northerly half of Lot #60 and all of Lot #61 as shown on said plan, and being part of the premises conveyed to us, the grantors herein, by Frank R. Varney, by deed dated October 29, 1952, recorded in Book 341, Page 397, Belknap County Records.

.....
US REVENUE STAMPS
\$1.65
Cancelled with X
.....

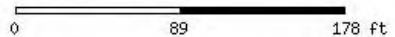
Breton Road Unmerge Schinino Property

Parcel ID's	Address	Current Owner	Date of unmerge/ common owner Deed	size	Comment	Notes Area of Tax Card
213-085-000	17 Breton Rd	Schifino Allen and Janine	8/31/2005 deed 1419 113 1997	.654	1975 built house C zone	8/31/05 UMERGED(17&19 BRETON)
213-085-100	19 Breton Rd	Schinino Janine	8/31/2005 Still in common ownership	100' x 150' lot	2101 941 mobile home deed 2004 tax card reflects mobile home	UMERGED 8/31/05 (17&19 BRETON)

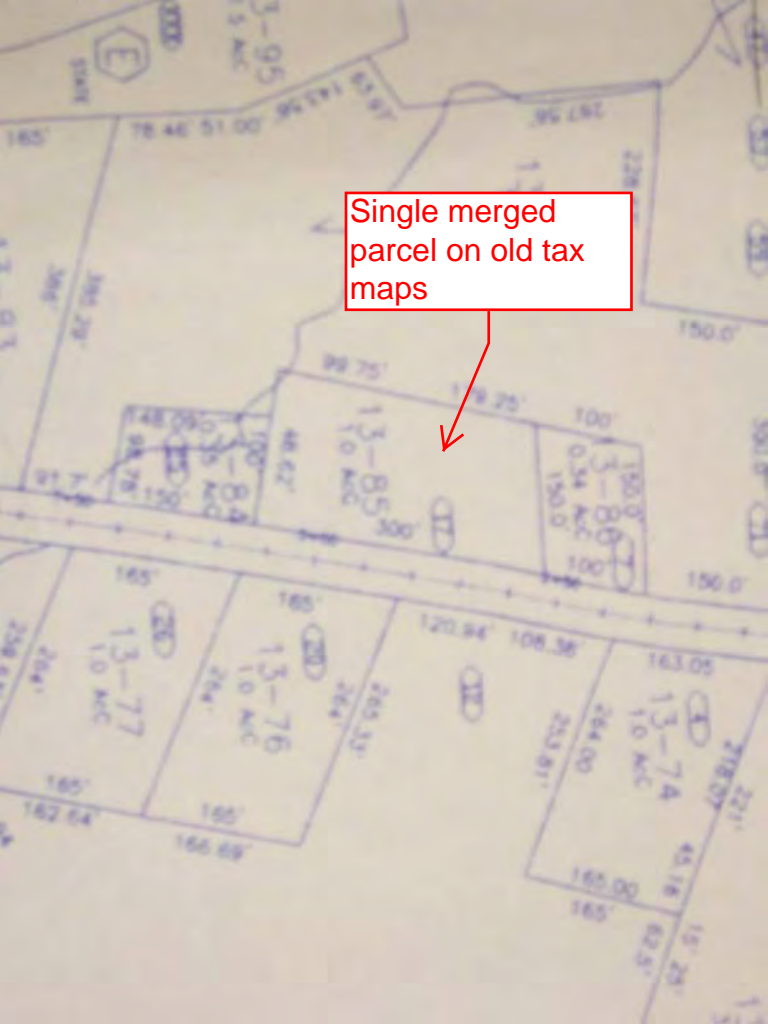


- Abutting Towns
- Buildings
- Water Bodies
 - Rivers & Streams
 - Open Water
- Misc Parcel Lines
 - Bridge
 - Cemetery
 - Easement
 - Hooks
 - Right-Of-Way
 - Private Road ROW
 - Utility
 - Wetland
- Parcels
 - Common
 - Property Line
 - Private Road
 - Road
 - Dashed Road
 - Road ROWs


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Single merged
parcel on old tax
maps



705258

STATE OF NEW HAMPSHIRE		
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX
****	2	10
THOUSAND	HUNDRED AND	DOLLARS
05/22/1997	267665	\$ ****210.00
VOID IF ALTERED		

SHORT FORM WARRANTY DEED

GREGORY S. CAULFIELD, TRUSTEE OF TYLER-ANDREW TRUST, of 30 Birchwood Way, Laconia, Belknap County, New Hampshire 03246, for consideration paid, grants to **ALLEN SCHIFINO and JANINE M. SCHIFINO**, of 29 Gilford East Drive, Gilford, Belknap County, New Hampshire 03246, as joint tenants with rights of survivorship, with **WARRANTY COVENANTS**:

Two certain tracts or parcels of land, together with buildings and improvements thereon, situate in Gilford, Belknap County, New Hampshire, more particularly bounded and described as follows:

TRACT I:

A certain tract or parcel of land, with the buildings thereon, situated on the highway leading from the Lily Pond School House, so-called, to the residence of the late Ansel F. Gove, known as the Cross Road, in the Town of Gilford, County of Belknap, State of New Hampshire, being more particularly bounded and described as follows:

Beginning at an iron pin on the westerly side of said Cross Road, so-called, at the southeasterly corner of the land conveyed by Aime Breton to Harold Denney and Louise Denney; thence turning in a southerly direction along the westerly side of said highway a distance of 200 feet to an iron pin set in the ground at land now or formerly of said Aime Breton and Yvonne Breton; thence turning and running along land now or formerly of said Aime & Yvonne Breton in a westerly direction a distance of 150 feet to an iron pin set in the ground; thence turning and running in a northerly direction a distance of 180 feet to land formerly of said Denneys; thence turning and running in an easterly direction bounded by said Denney land 150 feet to said Cross Road and bound begun at.

TRACT II:

A certain tract or parcel of land, with the buildings thereon, situated on the westerly side of Breton Road, so-called, in the Town of Gilford, County of Belknap, State of New Hampshire, being more particularly bounded and described as follows:

Beginning at an iron pipe driven in the ground on the westerly side of said Breton Road at land now or formerly of Sarah Plante and running in a westerly direction along said Plante land a distance of 150 feet, more or less, to an iron pipe driven in the ground at land now or formerly of Aime Breton; thence turning to the left and running in a southerly direction along said Breton land a distance of 100 feet, more or less, to an iron pipe driven in the ground at land of said Breton, occupied now or formerly by one LaTulippe; thence turning to the left and running in an easterly direction 150 feet, more or less, to an iron pipe driven in the ground on the westerly side of Breton Road; thence turning to the left and running along Breton Road in a northerly direction a distance of 100 feet, more or less, to the bound begun at.

BK1419 PG0113

Together with two mobile homes located on said two tracts of land, described as follows:

1. A blue, New Moon mobile home, Model 41' x 8', with porch addition.
2. A green and silver, Michigan Arrow mobile home, 35' in length.

It is a condition of this conveyance that no outdoor toilets will be used in connection with any buildings to be erected on said premises and that all toilets and sewage will be connected underground by proper, approved plumbing to a septic tank or dry well.

Meaning and intending to convey the same premises conveyed to Tyler-Andrew Trust by Warranty Deed of Sarah I. Plante, dated January 15, 1997, recorded in Belknap County Registry of Deeds in Book 1406, Page 103.

See also Corrective Deed of Sarah I. Plante to Gregory S. Caulfield, Trustee of Tyler-Andrew Trust, of near or even date to be recorded herewith.

Not homestead property.

WITNESS my hand this 22nd day of May, 1997.

Gregory S. Caulfield TTEE
 Gregory S. Caulfield, Trustee of
 Tyler-Andrew Trust

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP, SS:

The foregoing instrument was acknowledged and sworn before me this 22nd day of May, 1997, by Gregory S. Caulfield, Trustee of Tyler-Andrew Trust.

Susan D. Allen
 Justice of the Peace/Notary Public
 My Commission Expires:
 (Seal)

CERTIFICATE OF TRUSTEE

The undersigned Trustee, as Trustee under Tyler-Andrew Trust, created under Trust Agreement dated January 10, 1997 has full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust, and have obtained all required beneficial consents or approvals; and no purchaser or third party shall be bound to inquire whether the trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the trustee for a conveyance thereof.

IN WITNESS WHEREOF, I, Gregory S. Caulfield, have hereunto set my hand to this Certificate of Trustee, this 22nd day of May, 1997.

Susan D. Allen
 Witness

Gregory S. Caulfield TTEE
 Gregory S. Caulfield, Trustee of
 Tyler-Andrew Trust

STATE OF New Hampshire
COUNTY OF Belknap

The foregoing instrument was acknowledged before me this 22nd day of May, 1997 by Gregory S. Caulfield, Trustee of Tyler-Andrew Trust.

Susan D. Allen
 Justice of the Peace/Notary Public
 My Commission Expires:
 (Seal)

RECEIVED
Rachel M. Normandin
 97 MAY 22 PM 2:54

REGISTRY OF DEEDS
 BELKNAP COUNTY
Register

BK 419 PG 114

Blueberry Hill

Sandy

~~Breton Road~~ Unmerge ~~Schinino~~ Property

Parcel ID's	Address	Current Owner	Date of unmerge/ common owner Deed	size	Comment	Notes Area of Tax Card
217-052-000	46 Blueberry Hill	Caroloni (new owner)	11/09/1999 1560 0183 Lot 5	House on lot	Traniello Sold in 2007	lot 52 separated into 2 purchased w/ 217-052-000'
217-053-000	50 Blueberry Hill	Traniello Realty Trust	11/12/1999 1560-0692 Lot 6	Vacant lot	These are inland lots on Governors Island	lot 52 separated into 2 purchased w/ 217-052-000'

DEPARTMENT OF PLANNING AND LAND USE

47 Cherry Valley Road • Gilford, N.H. 03246 • (603) 524-6294 FAX (603) 524-1396

August 7, 1996

Leo R. & Pearl Sandy
46 Blueberry Hill Lane
Gilford, N.H. 03246

Re: Blueberry Hill Lane, Lots 5 & 6

Dear Mr. & Mrs. Sandy:

This will respond to your inquiry relative to the current status of your two lots (presently combined into 217-052).

After a review of the relevant records and consultation with Town Counsel, this department makes the following declaration:

1. The lots in question are #5 and #6 of the original subdivision of Blueberry Hill Lane on Governor's Island.
2. Both lots in question met the zoning ordinance in 1962 and are conforming lots today.
3. Lot #5 of the original subdivision now contains single family residence. (One dwelling unit.) This structure is conforming to all setbacks.
4. Lot #6 is unimproved.
5. Lots #5 and #6 are adjacent and are in common ownership.

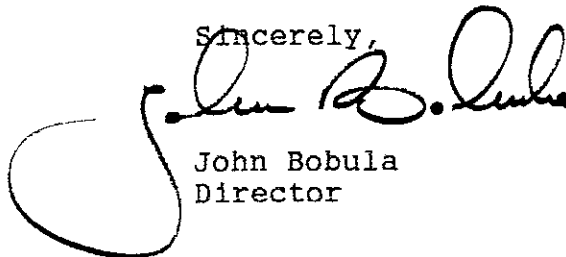
Based on the above numerated facts, it is the position of the Town of Gilford that the subdivision lots originally numbered 5 and 6 are separate lots of record, that they are assigned tax lot numbers 217-052 and 217-053 respectively and that these lots conform in all respects with the Gilford Zoning Ordinance.

B

Leo R. & Pearl Sandy
August 7, 1996
Page 2.

By copy of this letter, the Assessing Department is requested to make such adjustments to the Town records as may be necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "John Bobula". The signature is written in a cursive style with a large, looping initial "J".

John Bobula
Director

cc: Board of Selectmen
B. Shea, Chairman, Planning Board
W. Corcoran, Assessor
File

BlueberryHillLane

B

8/5/96

Re: Leo Sandy
46 Blueberry Hill Lane

Measurements

• front +/- 100 ft. from front Rd.
of house

• Right hand side to lot in
question: 64 ft.

• Left side: 47 ft.

• Rear: 315 ft.

Mr. Sandy has put
strings up.

B

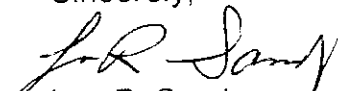
LEO ROBERT SANDY, Ed.D., NCSP
46 Blueberry Hill Lane
Gilford, New Hampshire 03246-6609
Home Tel: (603) 366-5728 Work Tel: (603) 535-2287
Home Fax: (603) 366-5728 Work Fax: (603)
Email: lsandy@oz.plymouth.edu

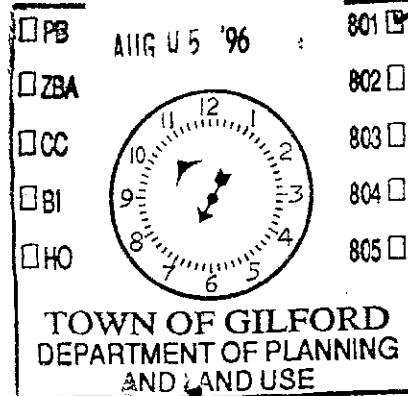
August 3, 1996

Dear Mr. Bobola:

I am writing to inform you of our intention to reestablish lots 5 and 6 as distinct entities on Blueberry Hill Lane in order to facilitate the sale of both these properties. These lots have two separate deeds and are part of an earlier subdivision of buildable lots on the island. In fact we purchased lot 6 more than a year after we bought lot 5. Several years ago the town of Gilford joined these lots without our awareness. It may have been done unlawfully/unintentionally during the reappraisal of all town property. Nevertheless, we would like to separate lot 6 from lot 5 at this time as their connection inhibits the sale of our house. No changes have been made to lot 6 since we purchased it.

Sincerely,


Leo R. Sandy



Mtg w/ L. Sandy 8/5/96
Adv that if there
is not an existing street
setback nonconformance,
then the lots are and have
been separate with no further
Planning Board action required.
L. Sandy to provide setback measurements
if ok, J.B. will write letter confirming lot
separation
J.B. 8/5/96

B

MITCHELL & BATES PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

UNION SQUARE • 382 UNION AVENUE
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL
TIMOTHY BATES

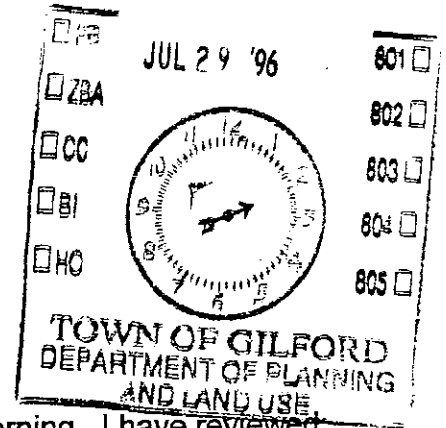
TELEPHONE (603) 524-3885
FACSIMILE (603) 524-0745

July 26, 1996

John Bobula, Director
Gilford Planning and Land Use
47 Cherry Valley Road
Gilford, NH 03246

Re: Gilford Zoning Ordinance - Merger of Lots

Dear John:



This letter will confirm our telephone conversation of this morning. I have reviewed Section 9.1.1 of the Gilford Zoning Ordinance regarding the merger of contiguous lots. It is my opinion that to the extent this provision is interpreted to require the merger of adjacent conforming lots, the provision is unconstitutional for at least two independent reasons.

First, by definition, conforming lots comply with all current land use regulations of a municipality, and it is my opinion that requiring such a lot to be merged with an adjacent conforming lot would serve no valid public purpose whatsoever. Such a requirement would therefore be struck down as violating substantive due process.

Second, I also believe that such a requirement would violate the constitutional guarantee of equal protection of the laws. That is, similarly situated landowners are treated in a vastly different way depending on whether their conforming lots are adjacent or separated by some minimal amount of intervening land. It does not seem to me that such different treatment can be justified with the theory that the regulation bears a substantial relationship to the achievement of an important public purpose. Therefore, the regulation would also flunk the equal protection test.

In light of the foregoing, I urge that Section 9.1.1 be amended to eliminate any interpretation that would require the merger of adjacent conforming lots. In the meantime, I am hopeful that the ZBA would interpret this section to not require the merger of such lots if the issue comes to the Board before an amendment can be adopted.

As always, we appreciate the opportunity to assist and hope you will call if you have any further questions.

Sincerely,

Timothy Bates

TB/scc

cc: David R. Caron, Town Administrator

e-mail: townlaw@worldpath.net

B

LAND USE INQUIRY / COMPLAINT FORM

INQUIRER

NAME: Leo + Pearl Sandy

ADDRESS: 46 Blueberry Hill Lane
Gifford State: NH ZIP 03246

TELEPHONE: Work: 279-5680 Home: 366-5728 FAX: _____

REMARKS: (Pearl)

96-082
Case No.

INQUIRY

Brief description of Inquiry or complaint: We purchased the home on a 2 acre lot and an additional 2 acre lot. Town joined lots for tax purposes. We are now selling and would like to separate house lot and separate lot. Would like to know how to go about it.

MAP 214-052-000 DO NOT WRITE BELOW THIS LINE

RECORD

RECEIVED BY: David D. Wells 801[] 802[] 803[] 804[] 805[] 806[] 8 []

METHOD: IN PERSON [] TELEPHONE [] MAIL [] RADIO [] OTHER _____

DATE RECEIVED: [17-16]-[96] TIME RECEIVED: [3:00] am

REC'D/PROCESSED FOR ASSIGNMENT BY: Bobula 801

DPLU DIV.: ZONING ORDINANCE - Code Enf. PLANNING - Plan. Dir.
 BLDG. CODE - Bldg. Insp. ADMIN. - Staff
 HEALTH CODE - Health Officer TIMBER - Staff

DATE: [17-11-18]-[96]

ASSIGN.

ASSIGNED TO: 801[] 802[] 803[] 804[] 805[] 806[] 807[] 808[] Other #: _____

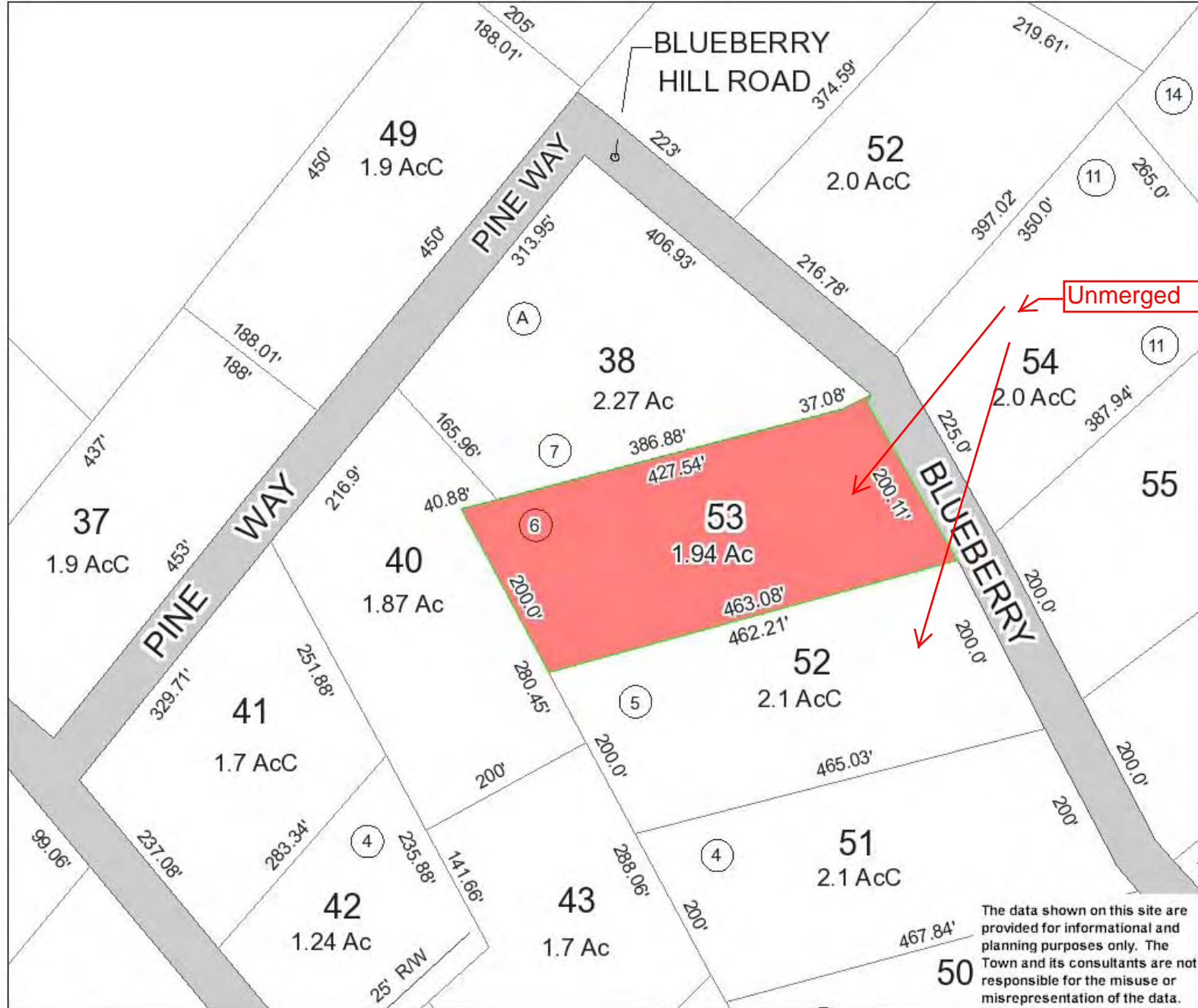
Complete LOT CONFORMANCE CHECKLIST.
 Investigate and recommend action to be taken. Comments: Check w/ Assessor Dept & Taxmap.
 Investigate and take appropriate action.
 Investigate and report in writing
 Other:

Reply: To separate lot, application for subdivision to Planning Board is required.

DISPOS.

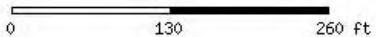
CASE CONT. TO FOLLOW UP REFERRED TO SELECTMEN
 INQUIRY ANSWERED REFERRED TO TOWN COUNSEL
 COMPLAINT UNFOUNDED COMPLAINT FOUNDED AND CLEARED BY DPLU

CASE CLOSED BY: Jalen Bobula DATE: 7/23/96 B Case No.



- Abutting Towns
- Buildings
- Water Bodies
 - Rivers & Streams
 - Open Water
- Misc Parcel Lines
 - Boundary
 - Easement
 - Hooks
 - Right-Of-Way
 - Private Road ROW
 - Utility
 - Wetland
- Parcels
 - Common
 - Property Line
 - Private Road
 - Road
 - Das Fed Road
 - Road ROWs

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

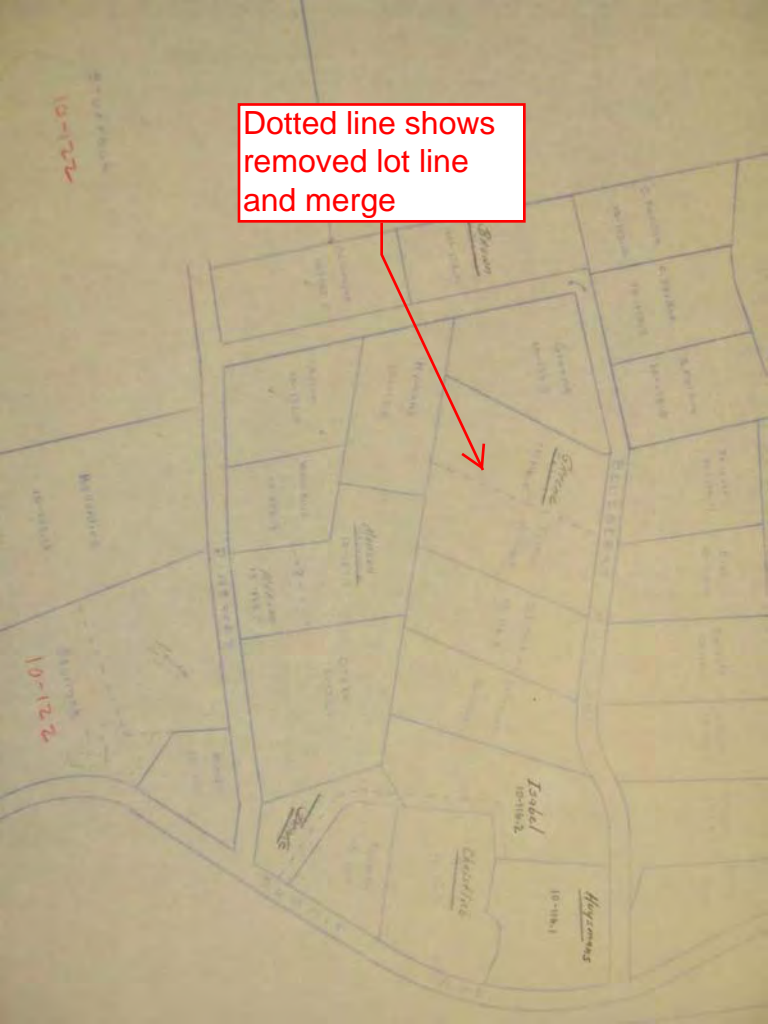


Dotted line shows removed lot line and merge



10-122

10-122



V

916747

WARRANTY DEED

Statutory Short Form

We, **LEO R. SANDY**, and **PEARL A. SANDY**, husband and wife, of 46 Blueberry Hill Lane, Gilford, Belknap County, New Hampshire 03246-6609, for consideration paid, grant to **RALPH EDWARD TRANIELLO**, whose mailing address is 76 Winchester Street, Medford, Massachusetts 02115, with **WARRANTY COVENANTS**:

A certain tract or parcel of land, together with the buildings and other improvements thereon, situate on Governor's Island, Lake Winnepesaukee, in the Town of Gilford, County of Belknap, State of New Hampshire, bounded and described as follows:

Beginning at an iron pin on the westerly side of Blueberry Hill Lane at the southeast corner of the within conveyed tract;

thence North 89° 23' 30" West along the northerly line of Lot No. 4 465.03 feet to an iron pin at land of Sturrock;

thence Northerly along land of Sturrock 200.0 feet to an iron pin at the southwest corner of Lot No. 6;

thence South 88° 18' 20" East along the southerly line of Not No. 6 462.21 feet to an iron pin on the westerly side of Blueberry Hill Lane;

thence South 12° 28' 30" East along the westerly side of Blueberry Hill Lane 200.0 feet to the point of beginning.

Meaning to describe and convey Lot No. 5 as shown on a Plan of Blueberry Hill Lane and adjoining lots owned by Maurice Tessier, Governor's Island, Gilford, N.H., dated September 1961

BK1560 PG0183

made by Harold E. Johnson, L.S., recorded in Belknap County Registry of Deeds in Map Book 17, Page 1294.

Also conveying hereby the right to use for travel on foot and with vehicles, in common with the "grantors" their heirs and assigns, and others, the roadway known as Blueberry Hill Lane. The fee title to said Blueberry Hill Lane is hereby reserved to said "grantors", subject only to the right of the grantees and others to travel thereon. The grantors assume no obligation for maintenance or repair of said Blueberry Hill Lane.

This conveyance is made subject to the right of Public Service Company of New Hampshire to erect, operate and maintain lines for the transmission of electricity, for light, power and other purposes as conveyed to said Company by deed of Edna S. Saltmarsh and Robert C. Saltmarsh dated June 2, 1941 and recorded in Belknap County Registry Book 194, Page 258.

This conveyance is made subject to the restrictions of the Governor's Island Club dated September 18, 1952 and recorded in Book 340, Pages 63-71 of Belknap County Registry, and the grantees covenant and agree that they shall be bound by all said restrictions.

The grantees are entitled to all the rights pertaining to the use in common with the "grantors" and others of community beaches at Governor Estates on said Governor's Island and a right of way in common with the "grantors" and others to pass and repass over roads on said Governor Estates, as now enjoyed by the "grantors", and which are more particularly described in deed of New Hampshire Savings Bank et als to Robert C. Saltmarsh and Edna S. Saltmarsh dated June 13, 1940 and recorded in Book 246, Page 165 of Belknap County Registry.

SUBJECT TO and together with the benefit of the Declaration of Covenants and Restrictions for Governor's Island Club, Inc. dated 27 June 1992 and recorded with the Belknap County Registry

of Deeds in Book 1306, at Page 61; see Assent dated 18 October 1992 and recorded in Book 1306, at Page 205.

Meaning and intending to convey all the same premises conveyed to Leo Sandy and Pearl Sandy by deed of Frank Hussey and Patricia Hussey dated 20 June 1981 and recorded with the Belknap County Registry of Deeds in Book 807, at Page 370.

SIGNED THIS 5th DAY OF November, 1999.

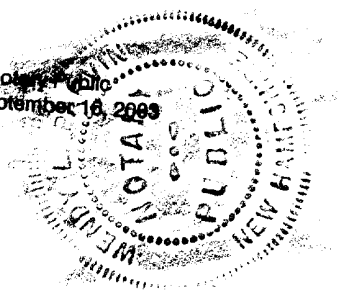
[Signature]
Leo R. Sandy
[Signature]
Pearl A. Sandy

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP, SS.

The foregoing instrument was acknowledged before me this 5th day of November, 1999 by the above named Leo R. Sandy and Pearl A. Sandy.

[Signature] (Seal)
Notary Public
My Commission Expires:

WENDY L. PARVIN, Notary Public
My Commission Expires September 16, 2003



sandywd1

RECEIVED

1999 NOV 9 PM 1:01
[Signature]
REGISTRY OF DEEDS
BELKNAP COUNTY
[Signature]

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
***2 THOUSAND 7 HUNDRED AND 75 DOLLARS
11/09/1999 397372 \$ ****2775.00
VOID IF ALTERED

BK 1560 PG 0185

916939

WARRANTY DEED

Statutory Short Form

We, **LEO R. SANDY**, and **PEARL A. SANDY**, husband and wife, of 46 Blueberry Hill Lane, Gilford, Belknap County, New Hampshire 03246-6609, for consideration paid, grant to **RALPH EDWARD TRANIELLO**, whose mailing address is 76 Winchester Street, Medford, Massachusetts 02115, with **WARRANTY COVENANTS**:

A certain tract or parcel of land located on Governor's Island, Gilford, Belknap County, New Hampshire, and shown as Lot No. 6 on a plan entitled "SUBDIVISION OF LAND, PINEWAY AND BLUEBERRY HILL LANE, GOVERNOR'S ISLAND, GILFORD, BELKNAP COUNTY, N.H. FOR GARDINER G. GREENE, JR." by Ronald M. Mitchell & Associates Inc. dated October 6, 1978 and recorded in the Belknap County Registry of Deeds in Map Book 73, Page 1, more particularly bounded and described as follows:

Beginning at a found one-half inch (1/2") iron pipe on the westerly side of Blueberry Hill Lane, so-called, at the southeasterly corner of Lot 6, as shown on said Plan;

thence North 12° 00' 19" West 200.11 feet to a found one-half inch (1/2") iron pipe.

thence South 56° 08' 00" West 37.08 feet to a found three-quarter inch (3/4") iron pipe along the southerly sideline of Lot 7 as shown on said Plan;

thence North 84° 47' 03" West 427.54 feet to a found drill hole at the southwesterly corner of said Lot 7 and land now or formerly of Hysmans as shown on said Plan;

BK 1560 Pg 0692

thence South 10° 12' 06" East 200.00 feet along said land now or formerly of Hysmans to a set one-half inch (1/2") iron pipe;

thence North 87° 53' 03" East 463.08 feet to the point of beginning.

Lot 6 contains 1.94 acres, more or less.

Also conveying hereby the right to use for travel on foot and with vehicles, in common with the grantors, their heirs and assigns, and others, the fifty foot (50') strip of land adjoining the easterly boundary of said premises reserved for a street, now known as Blueberry Hill Lane. The fee title to said fifty foot (50') strip of land is hereby reserved to said "grantors," subject only to the right of the grantees and others to travel thereon. The grantors assume no obligation for maintenance or repair of said fifty foot (50') strip of land.

This conveyance is made subject to the right of Public Service Company of New Hampshire to erect, operate and maintain lines for the transmission of electricity, for light, power and other purposes as conveyed to said Company by deed of Edna S. Saltmarsh and Robert C. Saltmarsh dated June 2, 1941 and recorded in Belknap County Registry Book 194, Page 258.

This conveyance is made subject to the restrictions of the Governor's Island Club dated September 18, 1952 and recorded in Book 340, Pages 63-71 of Belknap County Registry, and the grantees covenant and agree that they shall be bound by all said restrictions.

The grantees are entitled to all the rights pertaining to the use in common with the "grantors" and others of community beaches at Governor Estates on said Governor's Island and a right of way in common with the "grantors" and others to pass and repass over roads on said Governor Estates, as now enjoyed by the "grantors", and which are more particularly described in

BK 1560 PG 693

deed of New Hampshire Savings Bank, et als, to Robert C. Saltmarsh and Edna S. Saltmarsh dated June 13, 1940 and recorded in Book 246, Page 165 of Belknap County Registry of Deeds.

Meaning and intending to convey all the same premises conveyed to Leo R. Sandy and Pearl A. Sandy by deed of Gardiner G. Greene, Jr. and Susan C. Greene, dated 2 July 1984 and recorded with the Belknap County Registry of Deeds in Book 875, at Page 151.

SIGNED THIS 12th DAY OF November, 1999.

Leo R. Sandy
Leo R. Sandy
Pearl A. Sandy
Pearl A. Sandy

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP, SS.

The foregoing instrument was acknowledged before me this 12th day of November, 1999 by the above named Leo R. Sandy and Pearl A. Sandy.

Louise D. McKean (Seal)
Notary Public
My Commission Expires: September 15, 2004

RECEIVED
1999 NOV 12 PM 2:58
Rachel M. Normandin
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

sandywd2



STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION REAL ESTATE TRANSFER TAX
**** THOUSAND 7 HUNDRED AND 95 DOLLARS
11/12/1999 407411 \$ ****795.00
VOID IF ALTERED

BK1560 PG0694

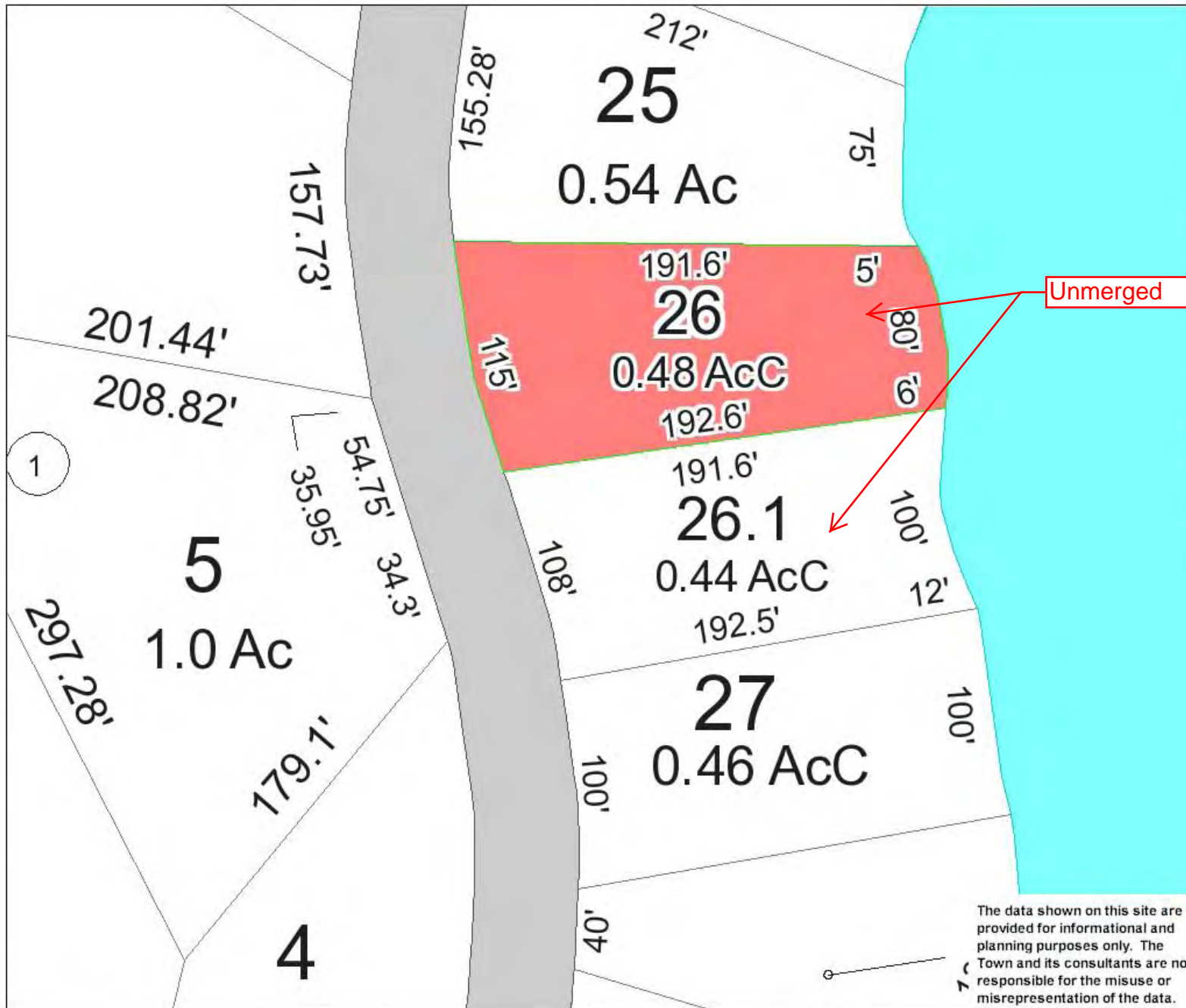
Dockham Shore Road Unmerge Lambert Property

Parcel ID's	Address	Current Owner	Date of unmerge/common owner Deed	size	Comment	Notes Area of Tax Card
223-025-000	31 Dockham Shore Road	Lambert Trust		.54 acres	1965 cottage	ROW FOR 223-026 & 023
223-026-000	23 Dockham Shore	Lambert (2 owners)	2005 1685 988 2001. This deed shows 2 tracts in common ownership. Prior to that Patricia Lambert receives ½ interest via probate second ½ interest in 1978 via deed 761 160. Prior to that it was in common ownership back to 1936 0224 0089	.48 acre 80' on the lake, 115' on the road Deed 1685 988 2001	Pat Wood handled this one House built in 1936	COMMON DRIVEWAY THRU 223-025; PREVIOUSLY ASSESSED AS ONE PARCEL WITH .92 ACRES & 1 WF - TRACT II TRANSFERED, REVEALING A PREVIOUS MERGER OF THE 80 LF OF 2 TRACTS IN ERROR AT SOME UNKNOWN POINT IN THE PAST.
223-026-001	21 Dockham Shore	Lambert (checkerboarded after the unmerge)	2005 2225 86 deed Just Tract II to checkerboard after the unmerge	.44 acre 100' on the lake, 108' on the road VACANT LOT	On the market for just under 1Million	TRACT II - SEPARATELY ASSESSED FOR 2006; FOR SALE THIS WAS A 'MERGED' LOT NOT PREVIOUSLY ASSESSED APART FROM - 9/07 PARCEL 223-26. TRANSFER OF THE PRESENT PARCEL REVEALED PREVIOUS ERROR OF MERGER - SEPARATELY ASSESSED FOR 2006

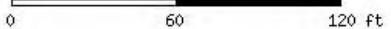


- Abutting Towns
- Buildings
- Water Bodies
 - Rivers & Streams
 - Open Water
- Parcel Lines
 - Edge
 - Cemetery
 - Easement
 - Hooks
 - Right-Of-Way
 - Private Road ROW
 - Utility
 - Wetland
- Parcels
 - Common
 - Property Line
 - Private Road
 - Road
 - Dashed Road
 - Road ROWs

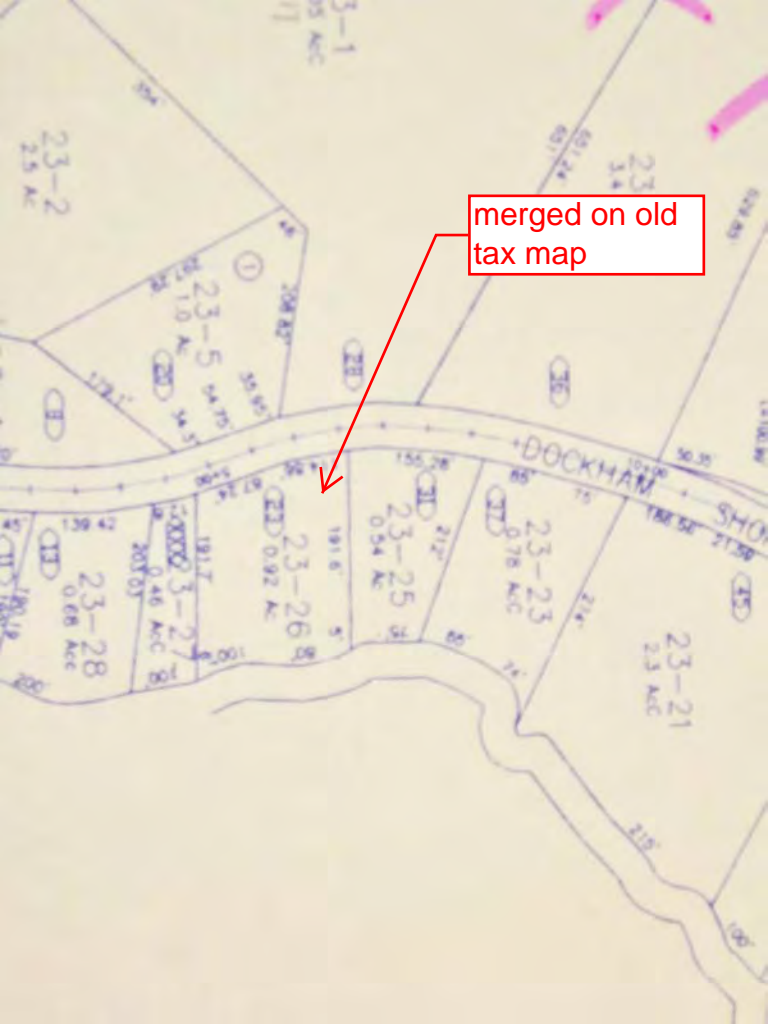
Unmerged



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



merged on old tax map



CASSIDY LAW OFFICE, PLLC

COPY

FOURTEEN SOUTH STREET
CONCORD, NEW HAMPSHIRE
03301-4293

RECEIVED

JAMES M. CASSIDY

OCT 03 2006

TELEPHONE
603-225-6627

TOWN OF GILFORD, NH
ALFRED ST

FACSIMILE
603-227-9602

September 29, 2006

Town Clerk/Tax Collector
47 Cherry Valley Road
Gilford, NH 03249

Dear Sir or Madam:

I am writing this letter at the request of my client, Patricia T. Lambert, of 109 Donna Road, Holliston, Massachusetts 01746.

On or about May 15, 2006, Ms. Lambert received two tax bills on property in the Town of Gilford. One bill for land and buildings 31 Dockham Shore Road, 0.52 acres, for property owned by herself as Trustee of her revocable trust. She also received a bill for land and buildings at 23 Dockham Shore Road, consisting of 0.94 acres, with a map and parcel number listed as 223-026.000.


Owner Unmerge

However, on September 29, 2005, a deed was recorded in Belknap County Registry of Deeds at Book 2225, Page 86 in which Elizabeth A. L. Lambert conveyed to Patricia T. Lambert her interest in and to an undeveloped lot of land located on Dockham Road, Gilford, New Hampshire with a shore frontage of about 100 feet. This lot had previously been owned jointly by Elizabeth A. L. Lambert and her mother, Patricia T. Lambert as recorded in Belknap County Registry of Deeds, Book 1685, Page 988. I expected that Patricia Lambert would received a separate bill for that 100 foot lakefront lot in her own name, and a separate bill for an adjacent 80 foot lakefront lot which she owns jointly with her daughter, Elizabeth A. L. Lambert.

Would you please advise whether this was in error and whether in future, there will be three tax bills issued, one in the name of Elizabeth and Patricia Lambert for the 80 foot lakefront lot (Belknap County Registry of Deeds, Book 1685, Page 988), one for the 100 foot lakefront lot in the name of Patricia Lambert (Belknap County Registry of Deeds, Book 2225, Page 86), and one for the property owned by her as Trustee (Belknap County Registry of Deeds, Book 2102, Page 688).

Thank you for your assistance.

Very truly yours,



James M. Cassidy

Needs the Tax ID number to sell the vacant lot currently on the market

JMC:ncb

cc: Patricia Lambert

114808

WARRANTY DEED

Patricia T. Lambert, of Holliston, Massachusetts, for consideration paid, grants to Patricia T. Lambert and Elizabeth A. L. Lambert of 109 Donna Road, Holliston, Massachusetts 01746, with WARRANTY covenants to the said Patricia T. Lambert and Elizabeth A. L. Lambert, as joint tenants with rights of survivorship, the following:

Two certain tracts or parcels of land, with the buildings thereon, located on Dockham Shore Road, in Gilford, County of Belknap, State of New Hampshire, bounded and described as follows:

TRACT I: Beginning at an iron pin driven in the ground at a point one hundred feet (100.00') northerly measured on said road, from the iron pin at the northwesterly corner of land now or formerly of Del A. Bolduc, as said road was surveyed and laid out December, 1933; thence running on a course of South eighty degrees fifteen minutes East (S 80° 15' E) on other land of said grantor a distance of one hundred ninety-two and six tenths feet (192.6') to an iron pin driven in the ground near the shore of Lake Winnepesaukee; thence continuing on the same course a distance of six feet (6.00') to said lake; thence running northerly on the shore of said lake to a point eighty feet (80.00') from the last described pin measured on a course of North fourteen degrees thirty-six minutes East (N 14° 36' E); thence running on a course of North seventy degrees ten minutes West (N 70° 10' W) about five feet (5.00') to said pin; thence continuing on the same course a distance of one hundred ninety-one and six tenths feet (191.6') on other land of said grantor to an iron pin driven in the ground on the easterly side of said road; thence running southerly on said road by a circular curve to the left having a radius of five hundred ninety-one and seventy-eight hundredths feet (591.78') a distance of one hundred fifteen feet (115.00') to the point of beginning.

Hereby intending to convey a lot of land having a width of eighty feet (80.00') on the shore of the lake and one hundred fifteen feet (115.00') on the road, and being the second lot northerly from the said Bolduc lot.

GRANTEE'S MAILING ADDRESS: 104 DONNA ROAD
HOLLISTON, MA 01746

LAW OFFICES
ARDIF, SHAPIRO AND CASSIDY
41 CENTRE STREET
CONCORD, NH 03301-4293

BK1685PG0988

TRACT II:

A certain lot of land, with any buildings thereon, situate on the shore of Lake Winnepesaukee, in the Town of Gilford, County of Belknap and State of New Hampshire, bounded and described as follows:

Beginning at an iron pin driven in the ground at the northwesterly corner of land now or formerly of Del A. Bolduc; thence running northerly on the highway laid out through land of the grantor in December, 1933, one hundred feet (100.00') to an iron pin driven in the ground at the southwesterly corner of land of the said grantee; thence running on a course of South eighty degrees fifteen minutes East (S 80° 15' E) a distance of one hundred ninety-one and six tenths feet (191.6') to an iron pin driven in the ground near the shore of said lake; thence continuing on the same course about six feet (6.00') to said lake; thence running southerly on the shore of said lake a distance of one hundred feet (100.00') to the northeasterly corner of said Bolduc land which is a point on the shore of the lake opposite an iron pin driven in the ground at a point one hundred feet (100.00') measured on a course of South twelve degrees thirty-seven minutes West (S 12° 37' W) from last described pin; thence running on a course of North eighty-one degrees zero minutes West (N 81° 00' W) a distance of twelve feet (12.00') to said iron pin; thence continuing on the same course a distance of one hundred ninety-two and five tenths feet (192.5') to the point of beginning.

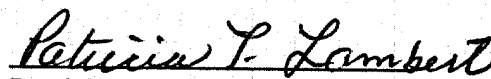
Also a right-of-way in common, with others, over land now or formerly of Matthias Kimball from the Town of Gilford Road running along Dockham Shore, so-called, to the shore of Lake Winnepesaukee, said right-of-way to be 46 feet in width, adjoining the southerly side of land of one Miller with the right to use the shore for bathing purposes.

Meaning and intending to describe and convey the same premises conveyed to Patricia P. Lambert by deed of Patricia P. Lambert dated June 24, 1994 and recorded in Belknap County Registry of Deeds, Book 1301, Page 743. The correct middle initial of the Grantor is "T".

This is a non-contractual transfer.

This is not homestead property of the Grantor.

EXECUTED this 24th day of September, 2001.


Patricia T. Lambert

BK 1685 PG 0989

STATE OF NEW HAMPSHIRE
COUNTY OF *MERRIMACK*

On this the *24* day of *Septmbr*, 2001, before me, the undersigned officer, personally appeared Patricia T. Lambert, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and seal.

John M Cassidy
Notary Public - Justice of the Peace
John M Cassidy

My commission expires:

8/18/2004

RECEIVED

2001 SEP 26 PM 2:42
Rachel M. Forman
REGISTRY OF DEEDS
BELKAP. COUNTY
Registrar

BK 1685PG0990

Refunds:
Patricia
Lambert
109 Donna
Road
Holliston,
MA
01746

518185

RECEIVED

2005 SEP 29 PM 2:57
Rachel M. Normandin
REGISTRY OF DEEDS
BELKNAP COUNTY
Register

BK2225PG0086

WARRANTY DEED

Elizabeth A. L. Lambert, unmarried, of Boston, County of Suffolk, Commonwealth of Massachusetts, for consideration paid, grants to her mother, Patricia T. Lambert, unmarried, of 109 Donna Road, Holliston, Massachusetts 01746, with WARRANTY covenants, to the said Patricia T. Lambert, all of her right, title and interest in and to the following:

A certain tract or parcel of land, with any buildings thereon, situated on the shore of Lake Winnepesaukee, and located on Dockham Shore Road, Gilford, County of Belknap, State of New Hampshire, bounded and described as follows:

Beginning at an iron pin driven in the ground at the northwesterly corner of land now or formerly of Del A. Bolduc; thence running northerly on the highway laid out through land of the grantor in December, 1933, one hundred feet (100.00') to an iron pin driven in the ground at the southwesterly corner of land of the said grantee; thence running on a course of South eighty degrees fifteen minutes East (S 80° 15' E) a distance of one hundred ninety-one and six tenths feet (191.6') to an iron pin driven in the ground near the shore of said lake; thence continuing on the same course about six feet (6.00') to said lake; thence running southerly on the shore of said lake a distance of one hundred feet (100.00') to the northeasterly corner of said Bolduc land which is a point on the shore of the lake opposite an iron pin driven in the ground at a point one hundred feet (100.00') measured on a course of South twelve degrees thirty-seven minutes West (S 12° 37' W) from last described pin; thence running on a course of North eighty-one degrees zero minutes West (N 81° 00' W) a distance of twelve feet (12.00') to said iron pin; thence continuing on the same course a distance of one hundred ninety-two and five tenths feet (192.5') to the point of beginning.

Subject to easement from Patricia Lambert to New Hampshire Water Supply and Pollution Control Commission, recorded in Belknap County Registry of Deeds, Book 786, Page 413.

ISSIDY LAW OFFICE, PLLC
41 CENTRE STREET
CONCORD, NH 03301-4293

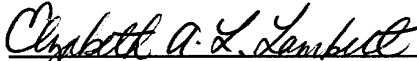
Also a right-of-way in common, with others, over land now or formerly of Matthias Kimball from the Town of Gilford Road running along Dockham Shore, so-called, to the shore of Lake Winnepesaukee, said right-of-way to be 46 feet in width, adjoining the southerly side of land of one Miller with the right to use the shore for bathing purposes.

Meaning and intending to describe and convey all of Grantors' interest in Tract II in the deed from Patricia T. Lambert to Patricia T. Lambert and Elizabeth A. L. Lambert dated September 24, 2001, and recorded in Belknap County Registry of Deeds, Book 1685, Page 988.

This is a non-contractual transfer.

This is not the homestead property of the Grantor, Elizabeth A. L. Lambert.

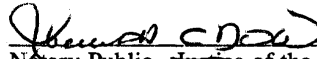
Executed this 17 day of September, 2005.


Elizabeth A. L. Lambert

STATE OF NEW HAMPSHIRE
COUNTY OF

On this the 17 day of September, 2005, before me, the undersigned officer, personally appeared Elizabeth A. L. Lambert, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and seal.


Notary Public - Justice of the Peace
My commission expires: **JUDITH E. DOW, Notary Public**
My Commission Expires February 12, 2009



BK225PG0087

Hook Rd/Jay Rd Unmerge Bradshaw Property

Parcel ID's	Address	Current Owner	Date of unmerge/common owner Deed	size	Comment	Notes Area of Tax Card
266-087-000	12 Hook Rd	Bradshaw, Walter	1999 lot 49 1456 0188 1998	Vacant Lot	1649 347 2001 Deed that conveys lot 49 to husband Walter only.	LOTS SEPARATED PER LTR. 6/99 JOHN BOBULA
266-077-000	45 Jay Rd	Bradshaw , Jayna	1999 lot 33 1456 0182 1998	Vacant Backlot and has very small frontage on road	1541 720 1999 this Deed transfer to the wife only created the checkerboard after the unmerge. Don't get confused. The Bradshaws also have another lot on Hook Road but that is 2 acre like the other on Hook Road so those were not merged. Only the less than 1 acre lot on Jay Road was merged to the larger adjacent one on Hook Road.	LOT SEPARATED FROM 266-087 PER



Town of Gilford
DEPARTMENT OF PLANNING AND LAND USE
47 Cherry Valley Road, Gilford, NH 03246 Vox: (603) 527-4727 Fax: (603) 527-4731

June 9, 1999

Haughey Philpot & Laurent PA
Paul Bordeau Esq.
816 N. Main St.
Laconia NH 03246

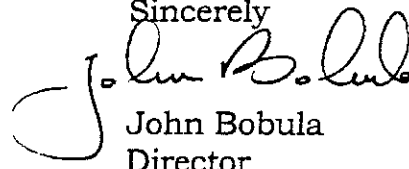
Re: Merger of lots at 12 Hook Rd., #266-087.000 and 16 Hook Rd., #266-088.000

Dear Mr. Bordeau:

On June 9, 1999, I indicated to you in a letter that certain lots owned by your clients Walter A. and Jayna M. Bradshaw will not be considered merged under Section 9.1.1 Contiguous Non-Conforming Lot of the zoning ordinance. My letter referenced lots #266-087.000 and 266-088.000 as being the subject of the Town position expressed. The pairing of those two lots were in error. The correct pair of lots to which the non-merger position of the Town applies is: **#266-087.000** and **266-077.000**. (NB: #266-088.000 is also owned by Bradshaw, but was a segregate lot of record and not a part of the non merger agreement.)

Please correct your records to reflect the change. By copy of this letter, we are also notifying other Town departments of this correction so that they can coordinate their records. If you have further questions in this matter, please contact this department.

Sincerely



John Bobula
Director

CC: Selectmen

W. Bradshaw, 5232 Blackjack Circle, Punte Gorde FL 33982
W. Corcoran, Assessor
D. Eastman TC/TC
DPLU File M,C.

P

MITCHELL & BATES PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

UNION SQUARE • 382 UNION AVENUE
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL
TIMOTHY BATES

TELEPHONE (603) 524-3885
FACSIMILE (603) 524-0745

July 30, 1998

ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

VIA FACSIMILE AND FIRST CLASS MAIL

John Bobula, Director
Gilford Planning and Land Use
47 Cherry Valley Road
Gilford, NH 03246

File

Re: Merger of Bradshaw Lots

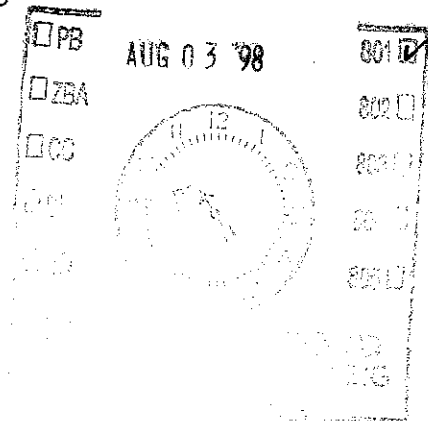
Dear John:

As requested, I have reviewed Attorney Bordeau's letter to you dated May 29, 1998 and disagree with his analysis. I do not believe the conveyance of mortgage interests to different individuals or entities operates to avoid the "common ownership" trigger found in § 9.1.1 of the Gilford Zoning Ordinance. Let me explain the bases for this opinion.

First, let me grant Attorney Bordeau two points: (1) I, too, am not aware of any case on point, certainly not in New Hampshire. Such a case or cases may come to light if it is necessary to research the issue presented in more depth; (2) I agree that in New Hampshire the execution of a mortgage on real estate conveys bare legal title to the mortgagee, with the mortgagor holding an equity of redemption.

Attorney Bordeau's position rests on the notion that it is the mortgagee that has "ownership" of the property, and since the mortgagees are different, the merger provisions of the zoning ordinance are not satisfied. I disagree. "Ownership" as that word is used in the ordinance does not refer to the bare legal title held by a mortgagee, but to the full bundle of ownership rights, which include the right to occupy, use and enjoy the property, and to exclude others from it. The transfer to the mortgagee of bare legal title carries none of those rights with it. I therefore believe a Court would conclude that "common ownership" as that phrase is used in the merger clause refers, where there is one or more mortgagees, to those owners who hold the equity of redemption of the mortgage interests, and who have the right to occupy, use and enjoy the property, and to exclude others from it.

Having said this, it is clear that in the case Attorney Bordeau presents, where the two merged lots have different mortgagees, a foreclosure of one or both mortgages will likely raise significant issues for the town and the mortgagees. I do not mean to avoid those issues by pointing out the obvious, that we should all hope that such a foreclosure does not occur. Perhaps the best that can be done for the moment is for the town to




e-mail: townlaw@worldpath.net

P

John Bobula, Director
July 30, 1998
Page 2

take the firm position that the merger clause is effective in this case, and that to avoid the difficult and serious issues which may arise in the event of foreclosure, the mortgages should be renegotiated so that there is a single mortgagee whose rights extend over the entire merged parcel, if that is possible.

We appreciate the opportunity to assist with this matter. Please let me know if you have further questions or comments.

Sincerely,

Timothy Bates

TB/dbm

cc: David R. Caron, Town Administrator

P

MITCHELL & BATES PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

UNION SQUARE • 382 UNION AVENUE
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL
TIMOTHY BATES

TELEPHONE (603) 524-3885
FACSIMILE (603) 524-0745

October 29, 1998

ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

VIA FACSIMILE AND FIRST CLASS MAIL

John Bobula, Director
Gilford Planning and Land Use
47 Cherry Valley Road
Gilford, NH 03246

Re: Merger of Bradshaw Lots

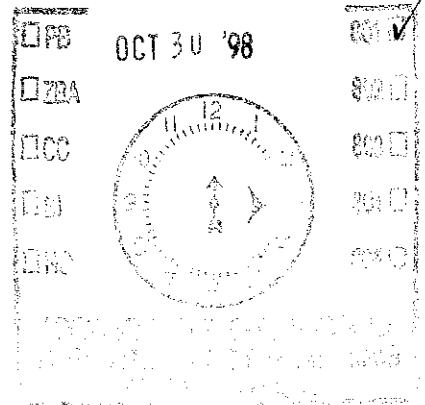
Dear John:

We have given further consideration to the issues presented by the Bradshaw situation. Although I stand by the accuracy of the legal opinions expressed in my letter to you dated July 30, 1998 we think a cost-benefit analysis leads to the conclusion that the town should not insist that the Bradshaw lots have merged. Let me explain the bases for this conclusion.

First, it is clear that had the Bradshaws been aware of the lot merger clause, they could easily have avoided it by having each of the lots deeded to one of the spouses, or into some other "checkerboard" ownership. Thus, if the town now concedes that the conveyance of mortgages by the Bradshaws to different mortgagees does avoid the operation of the merger clause, that concession does not create for the first time a method to avoid merger - the "checkerboard" method of fee ownership is already the well known weapon of choice.

Moreover, the facts presented by the Bradshaw conveyances are not likely to be encountered with any frequency. They are seizing the mortgage issue only because they were unaware of the merger clause in the first place, and therefore did not take advantage of the "checkerboard" option. Therefore, we do not see the mortgage issue as a serious threat to the routine operation of the merger clause or its effectiveness in the normal case.

To be weighed against the foregoing is the likelihood of litigation with the Bradshaws if the town persists in enforcing the merger clause, the possibility that they will prevail, and the practical and legal difficulties that will arise if one or both of the mortgages should be foreclosed as pointed out in my earlier letter.



File

P

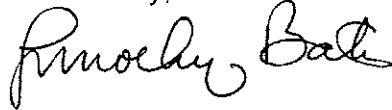
e-mail: townlaw@worldpath.net

John Bobula, Director
October 29, 1998
Page 2

In sum, we think the wisest course is for the town to agree not to enforce the merger clause against the Bradshaw lots so long as either is mortgaged, or each is mortgaged to different mortgagees.

Please let me know if you have any questions or comments.

Sincerely,

A handwritten signature in cursive script that reads "Timothy Bates". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Timothy Bates

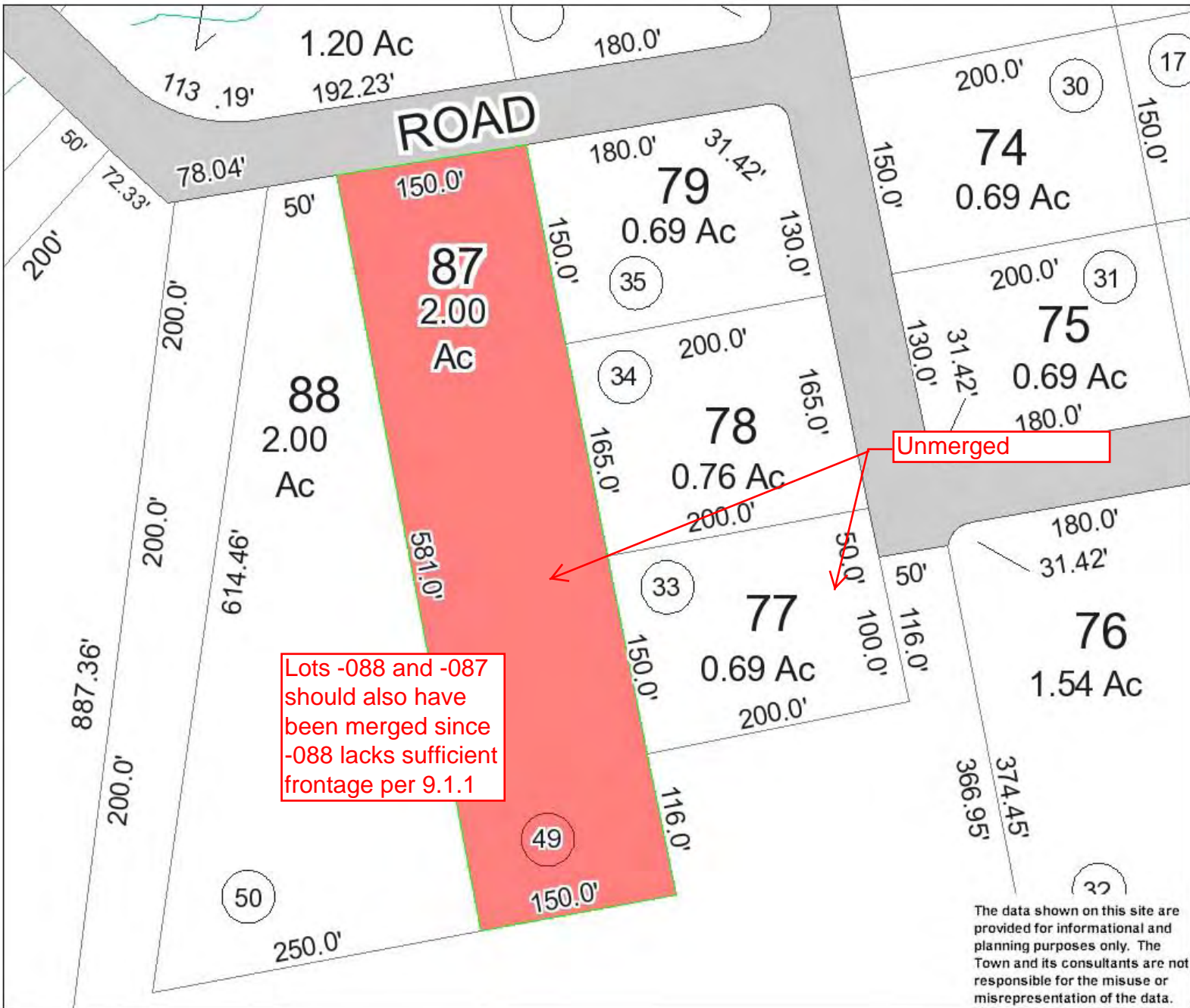
TB/dbm

cc: David R. Caron, Town Administrator

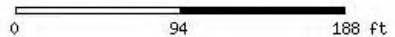
P



- Abutting Towns
- Buildings
- Water Bodies
 - Rivers & Streams
 - Open Water
- Misc Parcel Lines
 - Bridge
 - Cemetery
 - Easement
 - Hooks
 - Right-Of-Way
 - Private Road ROW
 - Utility
 - Wetland
- Parcels
 - Common
 - Property Line
 - Private Road
 - Road
 - Dashed Road
 - Road ROWs



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



802118

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, CAREY FAY BLANDFORD, a single woman, f/k/a CAREY EDNA FAY of 13 Varney Point, Gilford, County of Belknap, State of New Hampshire, for consideration paid, grants to WALTER A. BRADSHAW and JAYNA M. BRADSHAW, husband and wife, both of 5232 Blackjack Circle, Punte Gorde, Florida 33982, as joint tenants with rights of survivorship, with WARRANTY COVENANTS,

A certain tract or parcel of land with any improvements thereon, situate in Gilford, County of Belknap and State of New Hampshire, and shown as Lot #33 on a plan entitled "Revision Plan of Lots #23 and 24 and Lots #33 through 48, Winnepesaukee Highlands, Gilford, N.H., Scale 1" = 100'", Ronald M. Mitchell & Associates, Surveyors, which plan was recorded with the Belknap County Registry of Deeds on February 14, 1975 in Plan Book 50, Pages 23-24, and more particularly bounded and described as follows:

Beginning at an iron pin set on the northwesterly corner of the premises herein conveyed and thence proceeding along the southerly sideline of Lot 34 as shown on said plan S 85° 27' 50" E a distance of 200 feet, more or less, to a point on the westerly sideline of Jay Drive, so-called;

thence turning and proceeding along the westerly sideline of said Jay Drive S 4° 32' 10" W a distance of 150 feet, more or less, to a point;

thence turning and running N 85° 27' 50" W a distance of 200 feet, more or less, to a point;

thence turning and running along the easterly sideline of Lot 49 as shown on said plan N 4° 32' 10" E a distance of 150 feet, more or less, to the point of beginning.

Containing 30,000 square feet, more or less.

This conveyance is made subject to the following covenants, conditions and restrictions which shall run with the land:

1. Location of septic tanks, drainage fields and other sewerage disposal systems and water wells shall be subject to the written approval of the grantor.
2. The lot will be used for residential purposes only. Not more than one dwelling shall be erected, permitted or maintained upon said lot and no buildings shall be designed for use by more than one family.
3. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed immediately upon completion of any building operations; no buildings or structures upon the property shall be covered with tarred paper or sheathing paper, or any other temporary wall covering.
4. All buildings erected upon the premises must be completed and landscaped within eighteen (18) months after the start of construction. Such landscaping shall not require the planting of any trees or bushes, however, it shall require that the surface of the land shall be graded and finished with a topping which shall be reasonably designed to be pleasing to the eye and to prevent erosion.

BK1456 PG0182

5. No trailers or mobile homes shall be permitted upon the lot conveyed hereby.

6. These conditions and restrictions may be enforced by the grantor, its successors and assigns, and by the owners of any lots shown on said Plan of Winnepesaukee Highlands. The grantor reserves the right to change or modify any of the restrictions contained in this deed with regard to the later sale of any lots as shown on said Plan.

7. These covenants and restrictions and each of them are hereby declared to be covenants attached to and running with the land to be conveyed hereby.

Meaning and intending to described and convey the premises conveyed to the Grantor herein by deed of Merrill P. Fay dated March 27, 1987 and recorded in the Belknap County Registry of Deeds at Book 993, Page 804.

This is not homestead property as to this Grantor.

Executed this 13th day of February, 1998.

Carey Fay Blandford
Carey Fay Blandford
f/k/a Carey Edna Fay

STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 13th day of February, 1998, before me the undersigned officer, personally appeared the said Carey Fay Blandford, f/k/a Carey Edna Fay, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

Susan M. Bartlett
Justice of the Peace/Notary Public
My Commission Expires:
SUSAN M. BARTLETT, Notary Public
My Commission Expires January 12, 1998

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
**** THOUSAND * HUNDRED AND 94 DOLLARS
02/26/1998 316302 \$ *****94.00
VOID IF ALTERED

RECEIVED
Rachel M. Norman
98 FEB 26 PM 2:53
REGISTRY OF DEEDS
BELKNAP COUNTY
Rachel

BK1456 PG0183

802120

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, WILLIAM M. FAY, a single man, of 444 Province Street, Laconia, County of Belknap, State of New Hampshire, for consideration paid, grants to WALTER A. BRADSHAW and JAYNA M. BRADSHAW, husband and wife, both of 5232 Blackjack Circle, Punte Gorde, Florida 33982, as joint tenants with rights of survivorship, with WARRANTY COVENANTS,

A certain tract or parcel of land with any improvements thereon, situate in Gilford, County of Belknap and State of New Hampshire, and shown as Lot #49 on a plan entitled "Revision Plan of Lots #23 and #24 and Lots #33 through #48, Winnepesaukee Highlands, Gilford, N.H., Scale 1" = 100'", Ronald M. Mitchell & Associates, Surveyors, which plan was recorded with the Belknap County Registry of Deeds on February 14, 1975 in Plan Book 50, Pages 23-24, and more particularly bounded and described as follows:

Beginning at an iron pin set on the southerly sideline of Hook Road, so-called, said point being the northwesterly corner of the premises herein conveyed and thence proceeding along the southerly sideline of said Hook Road S 85° 27' 50" E a distance of 150 feet, more or less, to an iron pin;

thence turning and running S 4° 32' 10" W a distance of 581 feet, more or less, to a point;

thence turning and running N 85° 27' 50" W a distance of 150 feet, more or less, to a point;

thence turning and running along the easterly sideline of said Lot #50 as shown on said plan N 4° 32' 10" E a distance of 581 feet, more or less, to the point of beginning.

Containing 87,150 square feet, more or less.

This conveyance is made subject to the following covenants, conditions and restrictions which shall run with the land:

1. Location of septic tanks, drainage fields and other sewerage disposal systems and water wells shall be subject to the written approval of the grantor.
2. The lot will be used for residential purposes only. Not more than one dwelling shall be erected, permitted or maintained upon said lot and no buildings shall be designed for use by more than one family.
3. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed immediately upon completion of any building operations; no buildings or structures upon the property shall be covered with tarred paper or sheathing paper, or any other temporary wall covering.
4. All buildings erected upon the premises must be completed and landscaped within eighteen (18) months after the start of construction. Such landscaping shall not require the planting of any trees or bushes, however, it shall require that the surface of the land shall be graded and finished with a topping which shall be reasonably designed to be pleasing to the eye and to prevent erosion.

BK1456 PG0188

5. No trailers or mobile homes shall be permitted upon the lot conveyed hereby.

6. These conditions and restrictions may be enforced by the grantor, its successors and assigns, and by the owners of any lots shown on said Plan of Winnepesaukee Highlands. The grantor reserves the right to change or modify any of the restrictions contained in this deed with regard to the later sale of any lots as shown on said Plan.

7. These covenants and restrictions and each of them are hereby declared to be covenants attached to and running with the land to be conveyed hereby.

Meaning and intending to described and convey the premises conveyed to the Grantor herein by deed of Carey Edna Fay dated April 6, 1987 and recorded in the Belknap County Registry of Deeds at Book 1000, Page 740.

This is not homestead property as to this Grantor.

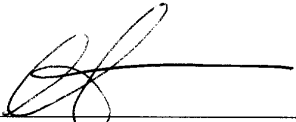
Executed this 21st day of Jan., 1998.



William M. Fay


STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 21st day of January, 1998, before me the undersigned officer, personally appeared the said William M. Fay, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.



Justice of the Peace/Notary Public
My Commission Expires: May 12, 1993

BK1456 P00189

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
**** THOUSAND \$	HUNDRED AND <u>94</u>	DOLLARS	
NO. 02/26/1998	316303	AMOUNT \$	*****94.00
VOID IF ALTERED			

RECEIVED
Rachel M. Normandin
98 FEB 26 PM 2:54
REGISTRY OF DEEDS
BELKNAP COUNTY
Register

106277

WARRANTY DEED
Hook Road
Gilford, New Hampshire

Walter A. Bradshaw and Jayna M. Bradshaw, husband and wife, of 5232 Blackjack Circle, Punta Gorda, Charlotte County, Florida, for valuable consideration, grant to Walter A. Bradshaw, with WARRANTY COVENANTS, a parcel of land with any improvements located in Gilford, Belknap County, New Hampshire, more particularly bounded and described as follows:

A certain tract or parcel of land, with any improvements thereon, situated in the Town of Gilford, County of Belknap, State of New Hampshire, being Lot #49, as shown on a plan of land entitled "Revision Plan of Lots 23 & 24 and Lots 33 through 48, Winnepesaukee Highlands, Gilford, N.H.", dated November 21, 1974, scale 1" = 100', drawn by Ronald M. Mitchell & Associates, recorded in the Belknap County Registry of Deeds as Plan Book 50, Pages 23 & 24. More particularly bounded and described as follows:

Beginning at an iron pin set on the southerly sideline of Hook Road, so-called, said point being the northwesterly corner of the premises herein described and thence proceeding along the southerly sideline of said Hook Road S 85 degrees 27 minutes 50 seconds E a distance of 150 feet, more or less, to an iron pin;

thence turning and running S 4 degrees 32 minutes 10 seconds W, a distance of 581 feet, more or less, to a point;

thence turning and running N 85 degrees 27 minutes 50 seconds W a distance of 150 feet, more or less, to a point;

thence turning and running along the easterly sideline of said Lot #50 as shown on said plan N 4 degrees 32 minutes 10 seconds E a distance of 581 feet, more or less, to the point of beginning;

Containing 87,150 square feet, more or less.

BK 1649PG0347

This conveyance is made subject to the following covenants, conditions and restrictions which shall run with the land:

1. Location of septic tanks, drainage fields and other sewerage disposal systems and water wells shall be subject to the written approval of the grantor.
2. The lot will be used for residential purposes only. Not more than one dwelling shall be erected, permitted or maintained upon said lot and no buildings shall be designed for use by more than one family.
3. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed immediately upon completion of any building operations; no buildings or structures upon the property shall be covered with tarred paper or sheathing paper, or any other temporary wall covering.
4. All buildings erected upon the premises must be completed and landscaped within eighteen (18) months after the start of construction. Such landscaping shall not require the planting of any trees or bushes, however, it shall require that the surface of the land shall be graded and finished with a topping which shall be reasonably designed to be pleasing to the eye and to prevent erosion.
5. No trailers or mobile homes shall be permitted upon the lot conveyed hereby.
6. These conditions and restrictions may be enforced by the grantor, its successors and assigns, and by the owners of any lots shown on said Plan of Winnepesaukee Highlands. The grantor reserves the right to change or modify any of the restrictions contained in this deed with regard to the later sale of any lots as shown on said Plan.
7. These covenants and restrictions and each of them are hereby declared to be covenants attached to and running with the land to be conveyed hereby.


Meaning and intending to describe and convey the premises conveyed to the Grantor herein by deed of William M. Fay dated January 21, 1998, and recorded in the Belknap County Registry of Deeds at Book 1456, Page 188.

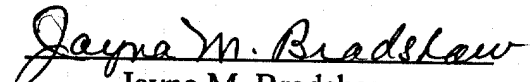
BK 1649PG0348

This is not homestead property as to this Grantor.

This is a non-contractual transfer as defined in New Hampshire RSA 78-B:1-a, III, and is exempt from transfer taxes pursuant to New Hampshire RSA 78-B:2, IX.

Executed this 9 day of May, 2001.



Walter A. Bradshaw

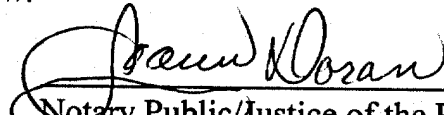

Jayna M. Bradshaw

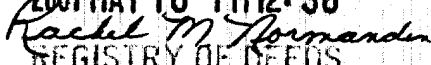

Charlotte County, Florida

This instrument was sworn to and acknowledged before me on May 9, 2001, by Walter A. Bradshaw and Jayna M. Bradshaw.

(Notary Seal)

 Joann Doran
My Commission CC678841
Expires September 20, 2001


Notary Public Justice of the Peace
Print Name: Joann Doran
My Commission Expires: 09/20/01

RECEIVED
2001 MAY 10 PM 12:38

REGISTRY OF DEEDS
BELKNAP COUNTY


BK 1649PG0349

910589

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That I, WALTER A. BRADSHAW, a married man, of 5232 Blackjack Circle, Punta Gorda, County of Charlotte, State of Florida, 33982, for nominal consideration paid, grant to JAYNA M. BRADSHAW, a married woman, of 5232 Blackjack Circle, Punta Gorda, Florida 33982, with QUITCLAIM COVENANTS,

A certain tract or parcel of land with any improvements thereon, situate in Gilford, County of Belknap and State of New Hampshire, and shown as Lot #33 on a plan entitled "Revision Plan of Lots #23 and 24 and Lots #33 through 48, Winnepesaukee Highlands, Gilford, N.H., Scale 1" = 100'", Ronald M. Mitchell & Associates, Surveyors, which plan was recorded with the Belknap County Registry of Deeds on February 14, 1975 in Plan Book 50, Pages 23-24, and more particularly bounded and described as follows:

Beginning at an iron pin set on the northwesterly corner of the premises herein conveyed and thence proceeding along the southerly sideline of Lot 34 as shown on said plan S 85° 27' 50" E a distance of 200 feet, more or less, to a point on the westerly sideline of Jay Drive, so-called;

thence turning and proceeding along the westerly sideline of said Jay Drive S 4° 32' 10" W a distance of 150 feet, more or less, to a point;

thence turning and running N 85° 27' 50" W a distance of 200 feet, more or less, to a point;

thence turning and running along the easterly sideline of Lot 49 as shown on said plan N 4° 32' 10" E a distance of 150 feet, more or less, to the point of beginning.

Containing 30,000 square feet, more or less.

This conveyance is made subject to the following covenants, conditions and restrictions which shall run with the land:

1. Location of septic tanks, drainage fields and other sewerage disposal systems and water wells shall be subject to the written approval of the grantor.
2. The lot will be used for residential purposes only. Not more than one dwelling shall be erected, permitted or maintained upon said lot and no buildings shall be designed for use by more than one family.
3. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed immediately upon completion of any building operations; no buildings or structures upon the property shall be covered with tarred paper or sheathing paper, or any other temporary wall covering.
4. All buildings erected upon the premises must be completed and landscaped within eighteen (18) months after the start of construction. Such landscaping shall not require the planting of any trees or bushes, however, it shall require that the surface of the land shall be graded and finished with a topping which shall be reasonably designed to be pleasing to the eye and to prevent erosion.

5. No trailers or mobile homes shall be permitted upon the lot conveyed hereby.

6. These conditions and restrictions may be enforced by the grantor, its successors and assigns, and by the owners of any lots shown on said Plan of Winnepesaukee Highlands. The grantor reserves the right to change or modify any of the restrictions contained in this deed with regard to the later sale of any lots as shown on said Plan.

7. These covenants and restrictions and each of them are hereby declared to be covenants attached to and running with the land to be conveyed hereby.

Meaning and intending to described and convey the premises conveyed to Walter A. Bradshaw and Jayna M. Bradshaw by deed of Corey Fay Blandford dated February 13, 1998 and recorded in the Belknap County Registry of Deeds at Book 1456, Page 182.

This is not homestead property as to this Grantor.

This conveyance is a noncontractual transfer within the definition of New Hampshire RSA 78-B:1-a III and, thus, is not subject to the tax on transfer of real property pursuant to New Hampshire RSA 78-B:2 IX.

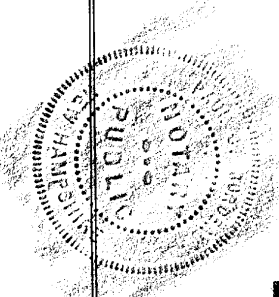
Executed this 16 day of July, 1999.

Walter A. Bradshaw
Walter A. Bradshaw

STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 16th day of July, 1999, before me the undersigned officer, personally appeared the said Walter A. Bradshaw, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

D.C. Gulem
Justice of the Peace/Notary Public
My Commission Expires: _____



BK1541 PG0721

HAUGHEY, PHILPOT & LAURENT, P.A.
ATTORNEYS AT LAW
816 NORTH MAIN STREET
LACONIA, N. H. 03246
TELEPHONE
(603) 524-4101

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

THOUSAND * HUNDRED AND 40 DOLLARS

07/20/1999 382944 \$ *****40.00

VOID IF ALTERED

RECEIVED
99 JUL 20 AM 9:32
Rachel M. Normandin
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

Dow Road Unmerge Michael Anderson

223-523-000	9 Dow Road	Anderson, Michael Trustee	2003 1684 956 2001 (both lots purchased in one deed by Michael Anderson)	.23 acres 1876 651 2003 created the Checkerboard with a Trust	Lot with a house and was a vacant lot ZBA granted variance in 2005 to build house on vacant lot in setback Case #223-523.000-05-003Z	WAS ASSESSED P/O 223-522 CREATED NEW RECORD 2003
223-522-000	13 Dow Road	Anderson, Michael	2003	.23 acres	These two lots passed through several owners always owned together since the 1930's. Old Frank Varney subdivision (Johnson Family several members back to 1960, prior to that was the Simonds Family. Prior to that Frank Varney)	

Summary of my (BAichinger) conversation with Michael Anderson October 30 2008

Mr. Anderson is an attorney in MA. He is not licensed to practice law in NH. He said the previous owner had the property for 25 years. Indeed I see this in common ownership all the way back to Frank Varney. It was merged under the previous owner. He acquired the property in 2001 (1684 956). One deed with two tracts described. He transferred the vacant lot to his trust and then called the town to separate the parcels. He said it was a little complicated because the vacant lot had an old Tax ID number show up that got removed (due to the merge). He had one tax bill. He wanted to build the second house so he needed a second tax bill. He went between the assessors office and the planning department. Michael said John Ayer told him he would 'take care of it' and he did. This was in 2003. He then had to go in front of the ZBA to get a variance because in the RC zone it is a 55' setback. He could not fit the house since it is only a 100x100 foot lot. He hired Regina Nadue to do the variance. He told me Regina knew of the unmerge as he told her everything. Michael said the ZBA granted him a variance without any problem.

GILFORD NEW HAMPSHIRE

MAP CORRECTION FORM

Map 223

Parcel 522.000

Incorrect

Not Shown

Measurements _____

Area _____

Parcel # _____

Internal Lot # _____

Street # 9 DOW ROAD

OTHER

CORRECT STREET NUMBER - 13 DOW ROAD

B

Correction Materials enclosed

None

Deed to subject property

Other

Survey

Deed to adjoining property

Completed by

Carol A. Welch

DPLU

Assessing Dept _____

Other Dept _____

Date

8/17/04



TOWN OF GILFORD

Recreation Center of New Hampshire

DEPARTMENT OF PLANNING & LAND USE

August 17, 2004

Michael Anderson
141 Spring Street
Medford, MA 02148

Re: Property Address – Tax Map and Lot #223-522.000

Dear Mr. Anderson:

B

As we discussed on the telephone, the house you own on lot #223-522.000 is incorrectly addressed as 9 Dow Road. The correct address of the house on this lot is **13 Dow Road**. The address of the vacant lot to the southeast (lot #223-523.000 – to the right of the house as viewed from the road) is 9 Dow Road.

It is important to address each property consistent with the stationing measurements established by ordinance for the E-911 emergency response system, to ensure that emergency personnel can correctly and promptly locate a property during an emergency. Please adjust your records accordingly.

If you have any questions, do not hesitate to contact this office.

Sincerely,

John B. Ayer, AICP
Director of Planning and Land Use

cc: Assessing Office
E911
Fire Department
Police Department
Department of Public Works
✓ Map Correction
Laconia Postmaster
File

INTEROFFICE MEMORANDUM

TO: WIL CORCORAN, TOWN ASSESSOR
FROM: JOHN AYER, PLANNING DIRECTOR
SUBJECT: TAX MAP LOTS # 223-522.000 & 523.000
DATE: 05/07/03

RECEIVED

MAY 08 2003

TOWN OF GILFORD, N.H.
APPRAISER

Wil-

Michael Anderson owns two lots on Dow Road. The main lot is 9 Dow Road where he also has a house. The adjacent lot has no building. The 9 Dow Road lot shows up on the tax list as lot # 223-522.000. The 2000 tax map (the current map) shows no parcel number, only a street number. The old 1988 tax map, however, shows the 9 Dow Road lot as lot number 223-523.000 and the adjacent undeveloped lot as lot number 223-522.000. The street number on the current tax map for the undeveloped lot is "XXX" and the lot does not appear on the tax list. Also, the 9 Dow Road lot shows assessment for a house and a lot, and the lot value appears to be the same as an equally sized single lot elsewhere on Dow Road, so the two lots have apparently not been merged together.

Mr. Anderson says both lots are described on one deed. He has been to the Registry and there is no evidence that the lots were merged. These weird circumstances bring several questions to my mind. Did we lose a lot from the tax roll or from the records? What happened to the vacant lot and how did the lot numbers get switched since 1988? Why isn't the vacant lot given a street number? Do our records imply the lots were merged, and if so, why is there no record of it at the Registry, on our maps, or in the valuation of the 9 Dow Road lot?

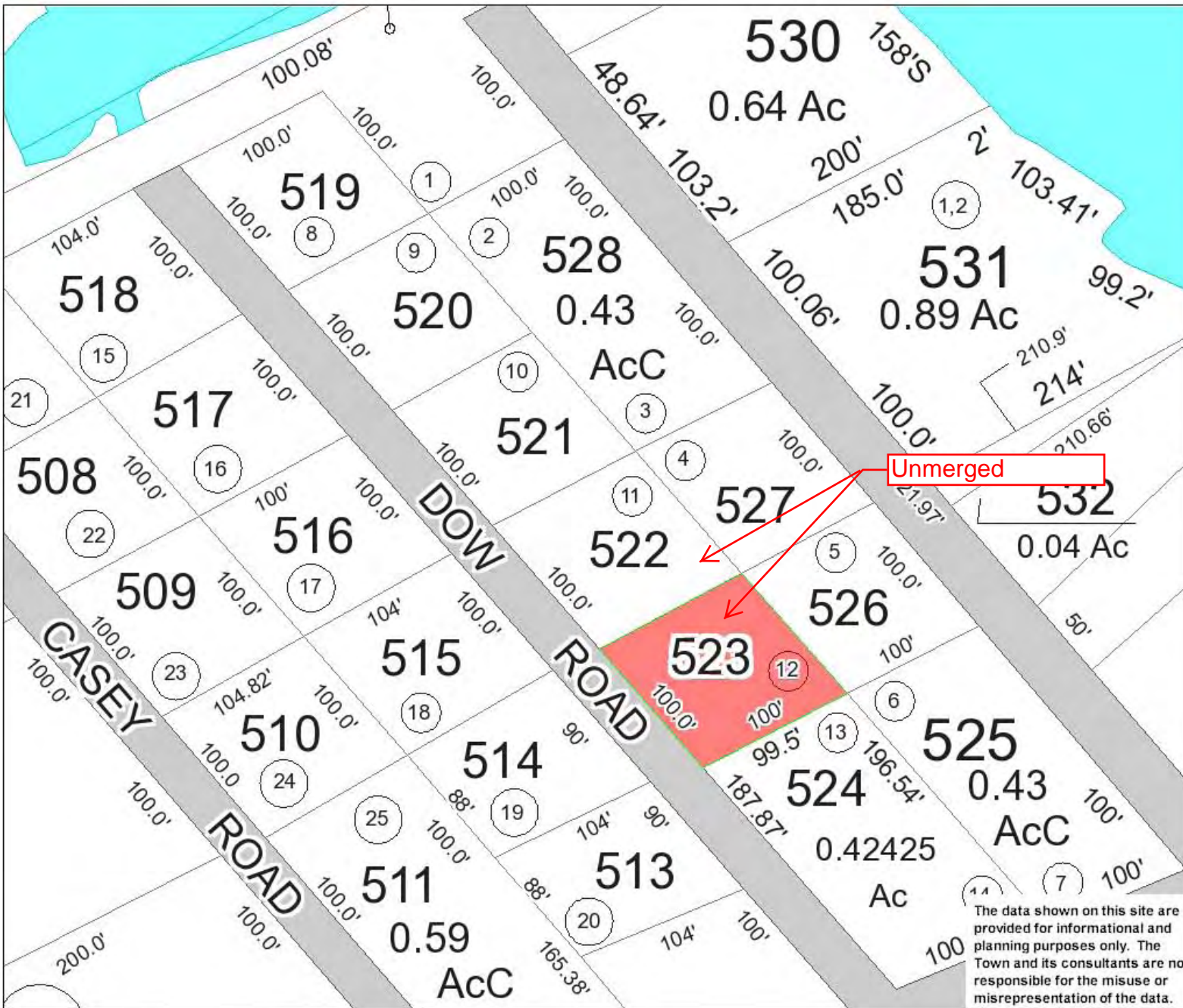
Mr. Anderson would like to know for sure that he owns two separate lots and we need to verify what happened with the vacant lot. Would you please do a little digging around in your records and see if there is any evidence to help us identify what has happened? Let's talk about this sometime on Thursday when you're in. If you want to talk with Michael Anderson directly, you may reach him at (781) 229-5300 or (781) 956-1733 (cell). Thanks for your help!

According to the owner the lots were merged by the town and John Ayer unmerged them. The second lot was vacant

B



- Abutting Towns
- Buildings
- Water Bodies
 - Rivers & Streams
 - Open Water
- Misc Parcel Lines
 - Bridge
 - Cemetery
 - Easement
 - Hooks
 - Right-Of-Way
 - Private Road ROW
 - Utility
 - Wetland
- Parcels
 - Common
 - Property Line
 - Private Road
 - Road
 - Dashed Road
 - Road ROWs



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

DOW RD MAP/LOT: 223-523-000 ZONING: RC LIVING UNITS: CLASS: R - 130 CARD #: OF 1
 CURRENT OWNER/ADDRESS: ANDERSON, MICHAEL R
 141 SPRING STREET MEDFORD MA 02155
 DEED BOOK: 1684 DEED PAGE: 956 DEED DATE: 20010924
 MBHD ID: 107-00
 - ASSESSMENT INFORMATION -
 LAND BUILDING TOTAL 33,100
 PRIORITY CURRENT 33,100
 - DATA COLLECTION INFORMATION -
 ENTRY + SIGN ENTRY + SIGN ENTRY + SIGN

Site info not verified by assessor's office

SALES DATA:

Date	Type	Price	Valid Date	#	Amount	Purpose
					0.230	

ADDITION DATA:

	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
A						00
B						00
C						00
D						00
E						00
F						00
G						00
H				0		00

DWELLING DATA:

Style: Story Ht. Attic: Walls: Bedrooms: Total Rooms: Full Baths: Half Baths: Add'l Fixtures: Total Fixtures: Basement: Fin Bsmt. Living Area: Basement Rec Room Area: Heating System: NONE Heating Type: Total Fireplace: Basement Garage (# cars) Ground Flr Area: Total Living Area: Quality Grade: Condition: Marketability: Year Built: Eff. Year Built:

COST APPROACH COMPUTATIONS

Base Price Plumbing Additions Unfin. Area Basement Attic Heat/AC Adj. FBLA Rec Rm Fireplace Bsmt. Gar. SUBTOTAL Grade Factor C & D factor TOTAL RCN % Good Market Adj. TOTAL RCNLD

OUTBUILDING DATA

Type	Qty	Year	Size1	Size2	Grd	Cond	Value
Outbuilding Total							

VALUE FLAG: 5

NOTES:
 WAS ASSESSED P/O 223-522
 CREATED NEW RECORD 2003

Outbuilding Total

DISC
 MAR 2003 -
 I CHANGED THIS PARCEL -
 READING THE DEED. PLEASE PUT
 INTO TAX BILLING + LET JOHN
 KNOW WHAT WE HAVE DONE -
 THANKS.
 P.S. IT NEEDS A STREET #
 WIL

Town removes the lot line with a pencil and gives a single tax id. Merged!



QUITCLAIM DEED

114522

WE, Wayne Jon Johnson and Susan E. Johnson, Trustees of the Johnson Summer Camp Realty Trust, a Nominee Trustee dated February 15, 1986 and recorded with the Belknap Country Registry of Deeds in Book 937, Page 961

of 472 Palmer Road, E. Greenbush, New York 12061

FOR CONSIDERATION PAID, and in full consideration of Seventy-two Thousand, Five Hundred Dollars and No Cents (\$72,500.00)

Grant to MICHAEL R. ANDERSON, individually, being unmarried of 141 Spring Street, Medford, Massachusetts 02155 with quitclaim covenants

A CERTAIN TRACT OF LAND, with the buildings thereon, situated at Wildwood, so-called, in the Town of Gilford, County of Belknap and the State of New Hampshire, Known as "9 Dow Road" bounded and described as follows, to wit:

[Description and encumbrances, if any]

BEGINNING on the Southerly side of Lot No. 10 at a point one hundred (100) feet from the Easterly side of Dow Road, as shown on a plan in Plan Book 4, Page 231 of Wildwood, owned by Frank R. Varney, Gilford, New Hampshire, dated November 1929, and revised December 11, 1945, by L.K. Perley, said distance being measured on the Southerly side of said Lot No. 10;

THENCE running Southwesterly on the Southerly side of said Lot No. 10 one hundred (100) feet to the Easterly side of the said Dow Road;

THENCE turning and running Southerly one hundred (100) feet along said Dow Road to the Northwesterly corner of Lot No. 12, as shown on said plan;

THENCE turning and running Northeasterly one hundred (100) feet along the Northerly side of Lot No. 12 to the Southwesterly corner of Lot No. 4 as shown on said plan;

THENCE turning and running Northerly one hundred (100) feet to the point of beginning.

BK 1684 PG 0956

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

THOUSAND 0 HUNDRED AND 88 DOLLARS

MO. DAY YR. 09/24/2001

507616 \$ ****1088.00

VOID IF ALTERED

MEANING and intending hereby to convey Lot No. 11, as shown on said plan above described. Said Plan is recorded at the Belknap County Registry of Deeds, Laconia, New Hampshire.

ALSO

A CERTAIN TRACT OR PARCEL OF LAND, situated in Wildwood, so-called, in the Town of Gilford, County of Belknap and State of New Hampshire, bounded and described as follows:

BEGINNING on the Easterly side line of Dow Road, so-called, at the Southwesterly corner of Lot #11 as shown on Plan of Wildwood owned by Frank R. Varney, Gilford, New Hampshire, dated November 1929 and revised September 30, 1947 by Richard O. Hawkins, C.E.;

THENCE running Southerly along said Dow Road a distance of one hundred feet (100) to the Northwesterly corner of Lot #13 as shown on said Plan;

THENCE running Easterly a distance of one hundred feet (100) along the Northerly side of Lot #13 to land now or formerly of Rupert Simonds;

THENCE turning and running in a Northerly direction a distance of one hundred feet (100) along said Simonds' land to the Southeasterly corner of said Lot #11;

THENCE turning and running Westerly along the Southerly boundary of said Lot #11 a distance of one hundred feet (100) to the point of beginning.

BEING the same premises conveyed to us by Roy E. Johnson and Mary L. Johnson by deed dated April 15, 1986 and recorded with the Belknap County Registry of Deeds in Book 940, Page 93.

BK 1684PG0957

WITNESS our hand and seal this 4th day of September, 2001

Wayne Jon Johnson
WAYNE JON JOHNSON, TRUSTEE

Susan E Johnson
SUSAN E. JOHNSON, TRUSTEE

STATE OF New York
County of Belmont

September 04, 2001

Then personally appeared the above named Wayne Jon Johnson and Susan E. Johnson and acknowledged the foregoing instrument to be their free act and deed before me.

Flrita Ball
Notary Public
My Commission expires 4/7/02
FLORITA BALL
Notary Public, State of New York
Qualified in Seneca County
Commission Expires April 7, 2002



RECEIVED
2001 SEP 24 AM 10:34
Rachel M. Normandin
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

BK1684PG0958

QUITCLAIM DEED

308673

I, Michael R. Anderson, of 141 Spring Street, Medford, Massachusetts 02155

FOR CONSIDERATION PAID in the amount of less than one hundred dollars (\$100.00)

GRANT TO Michael Anderson and Kathleen D. Guertin as Trustees of "MRA Realty Trust", a Trust dated April 10, 2003 and recorded with the Belknap County Registry of Deeds on the of April, 2003 in Book 1876 Page 647, with quitclaim covenants:

A CERTAIN TRACT OF LAND, with the buildings thereon, situated at Wildwood, so-called, in the Town of Gilford, County of Belknap and the State of New Hampshire, known as "Lot 12" bounded and described as follows, to wit:

BEGINNING on the Easterly sideline of Dow Road, so-called, at the Southwesterly corner of Lot #11 as shown on Plan of Wildwood owned by Frank R. Varney, Gilford, New Hampshire, dated November 1929 and revised September 30, 1947 by Richard O. Hawkins, C.E.;

THENCE running Southerly along said Dow Road a distance of one hundred feet (100) to the Northwesterly corner of Lot #13 as shown on said Plan;

THENCE running Easterly a distance of one hundred feet (100) along the Northerly side of Lot #13 to land now or formerly of Rupert Simonds;


THENCE turning and running in a Northerly direction a distance of one hundred feet (100) along said Simonds' land to the Southeasterly corner of said Lot #11;

THENCE turning and running Westerly along the Southerly boundary of said Lot #11 a distance of one hundred feet (100) to the point of beginning.

Being the same premises conveyed to me by the Trustees of the Johnson Summer Camp Realty Trust dated September 4, 2001 and recorded with the Belknap County Registry of Deeds in Book 1684, Page 0956.

BK 1876 PG 0651

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION  REAL ESTATE TRANSFER TAX

***** THOUSAND * HUNDRED AND 40 DOLLARS

04/28/2003 585102 \$ *****40.00

VOID IF ALTERED

RECEIVED

2003 APR 28 AM 11:16
Rachel M. Normandin
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

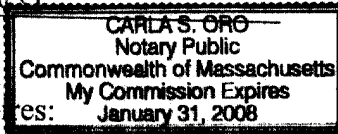
WITNESS our hand and seal this 10th day of April, 2003.

Michael R. Anderson
Michael Anderson

Then personally appeared the above named Michael Anderson and acknowledged the foregoing instrument to be their free act and deed before me.

Carla Oro

Carla Oro
Notary Public
My Commission expires:



PROPERTY ADDRESS: Lot 12, Dow Road, Gilford, NH

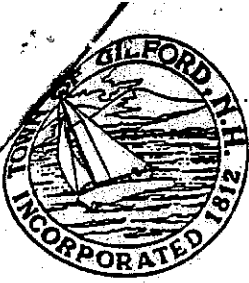
BK1876PG0652

Chalet Road Unmerge Chris Derrico

Parcel ID's	Address	Current Owner	Date of unmerge/ common owner Deed	size	Comment	Notes Area of Tax Card
254-011-000	35 Chalet Road	Derrico	2004 1707 406 2001 original deed with 3 lots	Info from David Andrade .68 acres	Was one lot owned by Derrico. In 2004 Owner checkerboarded	MAP CORRECTION-SB 3 LOTS - 254-11 IS .688 PER SUBDIV
254-012-000	Chalet Road	Thompson	2004	Owner transferred deeds to family member to create checkerboarding in 2004 2043 908	.711 acre	5-04- NO STAMPS ON DEED
254-013-000	Chalet Road	D'Errico	2004	.688 acres	3 lots unmerged all vacant	

Summary of conversation with David Andrade October 2008

Chris Derrico had 3 lots on a single deed that were merged on Chalet Drive. He went in to talk to David Andrade. He had a septic plan for a single merged lot. David told him if he wanted 3 lots he had to go to the assessor's office and get them unmerged. He did.



TOWN OF GILFORD

Recreation Center of New Hampshire

DEPARTMENT OF PLANNING & LAND USE

To: Will C.

From: Dave A. *DVA*

Re: Derrico Property at 25 Chalet Dr., Tax Map 254-011

In accordance with the most recent deed, the above listed property is actually three separate lots. The associated tax map numbers are as follows:

Lot 12 Tax Map 254-013 - # 25 Chalet Drive

Lot 14 Tax Map 254-012 - # 29 Chalet Drive

Lot 15 Tax map 254-011 - # 35 Chalet Drive

You may want to provide the mapper with corrected area computations for each lot, as well.

CC: John Ayer, Director of Planning
file

RECEIVED

JUL 22 2004

Dept. of Planning and Land Use
Town of Gilford

BUILDING • CONSERVATION • HEALTH • HISTORIC PRESERVATION • PLANNING • ZONING

47 CHERRY VALLEY ROAD • GILFORD, NH 03249 • PHONE: (603) 527-4727 • FAX: (603) 527-4731

00025 CHALET DR MAP/LOT: 254-013-000 ZONING: LR LIVING UNITS: CLASS: RV-130 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS D'ERRICO, CHRIS 968 MAIN ST WINCHESTER NH 01890

DEED BOOK: 1707 DEED PAGE: 0406 DEED DATE: 20011210

LAND DATA:	TYPE	SIZE	INFLUENCE FACTORS	%	LAND VALUE
	PRIMARY	0.688	TOPOGRAPHY	-25	42,070
TOTAL ACREAGE:		0.688	TOTAL LAND VALUE:		42,100

ASSESSMENT INFORMATION	NRHD ID:	103.00
PRIOR		
CURRENT		
LAND BUILDING TOTAL		42,100
42,100		42,100

SALES DATA: PERMIT DATA: DATE TYPE PRICE VALID DATE # AMOUNT PURPOSE

ADDITION DATA:	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
A						
B						
C						
D						
E						
F						
G						
H						
					0	00

DWELLING DATA:
 Style: Story Ht.
 Attic:
 Walls:
 Bedrooms:
 Total Rooms:
 Full Baths:
 Half Baths:
 Add'l Fixtures:
 Total Fixtures:
 Basement: NONE
 Fin Bsm't. Living Area:
 Basement Rec Room Area:
 Heating System:
 Heating Type:
 Total Fireplace:
 Basement Garage (# cars):
 Ground Flr Area:
 Total Living Area:
 Quality Grade:
 Condition:
 Marketability:
 Year Built:
 Etf. Year Built:
 Unfin. Area:

COST APPROACH COMPUTATIONS
 Base Price
 Plumbing
 Additions
 Unfin. Area
 Basement
 Attic
 Heat/AC Adj.
 FRLA
 Rec Rm
 Fireplace
 Bsm't. Gar.
 SUBTOTAL
 Grade Factor
 C & D factor
 TOTAL RCN
 % Good
 Market Adj.
 TOTAL RCMLD

OUTBUILDING DATA
 Type Qty Year Size1 sized Grd Cond Value
 VALUE FLAG: 5
 NOTES:
 Outbuilding Total

MARKS -
 WE COPY THIS AS 4 SEPARATE, UNDIVIDED
 LOT (ENCLOSURE)
 BARRS SEE OVER TO VENDOR MASS
 LOT 5
 IS THERE IS A GRON, (PAGNOSO) PAPER
 SEND TO MARRINS (NOT SHOWN ON OUR MAPS)
 BACK TO ME SO I CAN GET BACK Y,
 MR D'ERRICO

UNIMPROVED ENTRY + SIGN ENTRY + SIGN

Single merged lot

54-9.1
18.8 Ac.

54-11
1.92
Ac
202.02'

54-10
0.68
Ac

54-17
0.69
Ac

54-8
0.60
Ac

54-14
0.87
Ac

54-15.1
0.66
Ac

54-16
0.69
Ac

54-17
0.69
Ac

54-18
0.39
Ac

54-27
0.36
Ac

54-28
0.67
Ac

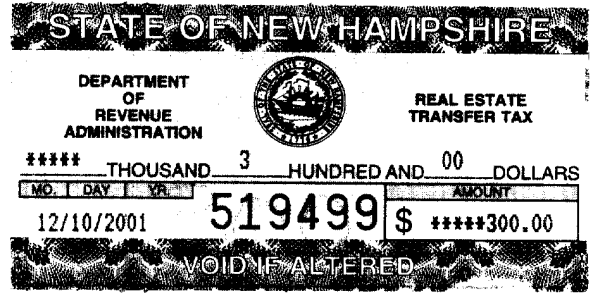
54-15.3
0.53
Ac

54-15.2
0.53
Ac

54-16
1.74
Ac

GREEN
SPACE

119348



WARRANTY DEED

JAMES L. SWANTON and JANET SWANTON, husband and wife, both of 24 Cedar Street, Somerville, County of Middlesex, Commonwealth of Massachusetts, 02144, for consideration paid, grant to **CHRIS D'ERRICO**, of 968 Main Street, Winchester, County of Middlesex, Commonwealth of Massachusetts, 01890, with **WARRANTY COVENANTS**:

Three certain tracts or parcels of land situated in Gilford, County of Belknap, State of New Hampshire, being Lots 12, 14 and 15 all as shown on plan entitled, "Plan of Chalet Village of Belknap Mtn., Inc. and adjoining Lots, Gilford, New Hampshire, December 1969, Scale: 1" = 100'," prepared by Harold E. Johnson, approved by the Gilford Planning Board on September 21, 1970, and recorded in Plan Book 28, Pages 2188-89, Belknap County Registry of Deeds, more particularly bounded and described as follows:

Lot 12:

Beginning at a point on the westerly sideline of Chalet Road, so-called, at the boundary line between Lot #11 as shown on said plan and the lot herein conveyed; thence running South 88° 24' 30" West along said Lot #11 and area designated as "Green Space" on said plan, a distance of two hundred feet (200') to a point; thence turning to the left and running South 1° 35' 30" East along said "Green Space" a distance of one hundred fifty feet (150') to a point at the boundary of Lot #14 as shown on said plan; thence turning to the left and running North 88° 24' 30" East along said Lot #14 a distance of two hundred feet (200') to a point at the westerly boundary of said Chalet Road; thence turning to the left and running North 1° 35' 30" West along said Chalet Road a distance of one hundred fifty feet (150') to a point at the boundary of said Lot #11, being the point of beginning.

Lot 14:

Beginning at a point on the westerly sideline of Chalet Road, so-called, at the boundary line between Lot #15 as shown on said plan and the lot herein conveyed; thence

BK 1707 PG 406

running North 1° 35' 30" West along said Chalet Road a distance of one hundred fifty feet (150') to a point at the boundary line of Lot #12 as shown on said plan; thence turning to the left and running South 88° 24' 30" West along said Lot #12 a distance of two hundred feet (200') to a point at boundary of other land and conveyed or to be conveyed to the said Raymond M. Robichaud and designated as "Chalet Village of Belknap Mtn., Inc. Land" on said plan; thence turning to the left and running South 1° 35' 30" East along said other land a distance of one hundred twenty-one and seventy-five hundredths feet (121.75') to a point at the boundary line of said Lot #15; thence turning to the left and running South 83° 28' 15" East along said Lot #15 a distance of two hundred two and two hundredths feet (202.02') to a point at the westerly boundary of said Chalet Road, and being the point of beginning.

Lot 15:

Beginning at a point on the westerly sideline of Chalet Road, so-called, at the boundary line between Lot #16 as shown on said plan and the lot herein conveyed; thence running North 14° 39' East along said Chalet Road a distance of one hundred fifty-one and eighty-nine hundredths feet (151.89') to a point at the boundary line of Lot #14 as shown on said plan; thence turning to the left and running North 83° 28' 15" West along said Lot #14 a distance of two hundred two and two hundredths feet (202.02') to a point at boundary of other land conveyed or to be conveyed to the said grantee and designated as "Chalet Village of Belknap Mtn., Inc. Land" on said plan; thence turning to the left and running South 14° 39' West along said other land a distance of one hundred twenty-three and sixty-four hundredths feet (123.64') to a point at the boundary line of said Lot #16; thence turning to the left and running South 75° 21' East along said Lot #16 a distance of two hundred feet (200') to a point at the westerly boundary of said Chalet Road, and being the point of beginning.

This conveyance is made subject to the following conditions and restrictions which are to be binding on said grantee, their heirs, administrators and assigns.

1. Each lot laid out in the above mentioned plan shall be used for residential purposes only, and no portion of the land and buildings placed thereon shall be used in the exercise of any trade, business or profession whatsoever.
2. The disposal of all sewage on each lot shall be accomplished by means of septic tanks of a standard type properly determined for their per capita demand and the determination for their location shall be made in accordance with the State laws and local ordinances and the feeders shall be laid from the effluent chambers in sufficient lengths to drain properly the tank capacity. No chemical closets shall be used. No garbage or other waste material shall be thrown onto the land.

BK 1707PG0407

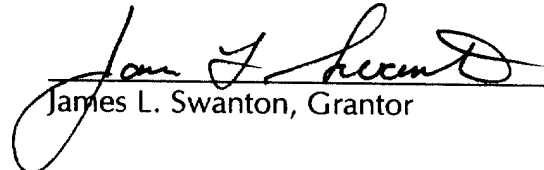
3. No trailers or other mobile homes shall be installed or stored on said lot.
4. Said grantees, their heirs, administrators and assigns shall have the right to restrain through Court proceedings any infraction or threatened infraction of any of the above restrictions and shall at their option have the right to recover damages through Court proceedings for any such infraction.
5. Invalidation of any of these restrictions by Judgment or Court Order shall not affect any of the other restrictions which shall remain in full force and effect.

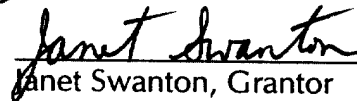
Meaning and intending to describe and convey the same premises conveyed to the Grantors herein, by Warranty Deed of James L. Swanton and Helen T. Swanton, dated August 17, 1989, recorded in Book 1107, Page 252, Belknap County Registry of Deeds. The delivery and recording of this deed shall constitute a waiver by James L. Swanton of any right of refusal or other rights reserved in the foregoing deed. Helen T. Swanton is deceased. James L. Swanton is her son and only heir.

The Grantors herein release all rights of homestead in the within conveyed premises.

Real property taxes assessed by the Town of Gilford for the tax year commencing April 1, 2001, shall be prorated between the parties as of the date of recording this Deed.

This Warranty Deed is signed this 25th day of October, 2001.


James L. Swanton, Grantor

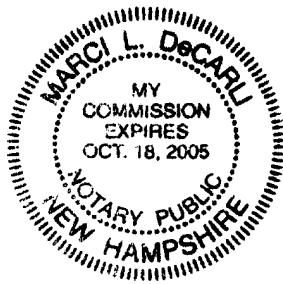

Janet Swanton, Grantor

BK 1707 PG 0408

STATE OR COMMONWEALTH OF New Hampshire
COUNTY OF Belknap

On this 20th day of October, 2001, before me, the undersigned officer, personally appeared **James L. Swanton and Janet Swanton**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Marci L. DeCarli
Notary Public ~~Justice of the Peace~~
My Commission Expires: _____

RECEIVED

2001 DEC 10 PM 12:44
Rachel M. Hammond
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

BK 1707PG0409

RECEIVED

2004 MAY 25 AM 11:31
Rachel M. Normandin
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

410047

WARRANTY DEED

Chris D'Errico, of 3 Valley Drive, Gilford, New Hampshire, for consideration paid, grants to **Linda Thompson** of 3 Valley Drive, Gilford, New Hampshire 03249 with WARRANTY COVENANTS:

A certain tract or parcel of land situated in Gilford, County of Belknap, State of New Hampshire, being Lot 14 as shown on plan entitled, "Plan of Chalet Village of Belknap Mtn., Inc. and adjoining Lots, Gilford, New Hampshire, December 1969, Scale: 1" = 100'," prepared by Harold E. Johnson, approved by the Gilford Planning Board on September 21, 1970, and recorded in Plan Book 28, Pages 2188-89, Belknap County Registry of Deeds, more particularly bounded and described as follows:

Beginning at a point on the westerly sideline of Chalet Road, so-called, at the boundary line between Lot #15 as shown on said plan and the lot herein conveyed; thence running North 1° 35' 30" West along said Chalet Road a distance of one hundred fifty feet (150') to a point at the boundary line of Lot #12 as shown on said plan; thence turning to the left and running South 88° 24' 30" West along said Lot #12 a distance of two hundred feet (200') to a point at boundary of other land and conveyed or to be conveyed to the said Raymond M. Robichaud and designated as "Chalet Village of Belknap Mtn., Inc. Land" on said plan; thence turning to the left and running South 1° 35' 30" East along said other land a distance of one hundred twenty-one and seventy-five hundredths feet (121.75') to a point at the boundary line of said Lot #15; thence turning to the left and running South 83° 28' 15" East along said Lot #15 a distance of two hundred two and two hundredths feet (202.02') to a point at the westerly boundary of said Chalet Road, and being the point of beginning.

This property is benefited by and given the right to use a certain driveway providing vehicular and pedestrian access to Chalet Road across other land of Chris D'Errico. This property is also burdened by rights of owners of adjacent lots to use the said driveway for similar rights of access.

This is not homestead.

This is a non-contractual transfer pursuant to NHRSA 78-B:2 (IX).

BK2043PG0908

This conveyance is made subject to the following conditions and restrictions which are to be binding on said grantee, her heirs, administrators and assigns.

1. Each lot laid out in the above mentioned plan shall be used for residential purposes only, and no portion of the land and buildings placed thereon shall ~ be used in the exercise of any trade, business or profession whatsoever.
2. The disposal of all sewage on each lot shall be accomplished by means of septic tanks of a standard type properly determined for their per capita demand and the determination for their location shall be made in accordance with the State laws and local ordinances and the feeders shall be laid from the effluent chambers in sufficient lengths to drain properly the tank capacity. No chemical closets shall be used. No garbage or other waste material shall be thrown onto the land.
3. No trailers or other mobile homes shall be installed or stored on said lot.
4. Said Grantee, her heirs, administrators and assigns shall have the right to restrain through Court proceedings any infraction or threatened infraction of any of the above restrictions and shall have at their option the right to recover damages through Court proceedings for any such infraction of any of the above restrictions.
5. Invalidation of any of these restrictions by Judgment or Court Order shall not affect any of the other restrictions which shall remain in full force and effect.

Meaning and intending to describe and convey a portion of those premises deeded to the within grantor by deed of the Swantons dated October 25, 2001, and recorded at Book 1707, Page 408.

Witness my hand this ^{25th} ~~21st~~ day of May, 2004.


Chris D'Errico

BK2043PG0909

State of New Hampshire
County of Belknap

25th CD

On this the 21st day of May, 2004, personally appeared Chris D'Errico and acknowledged that he executed the above for the purposes contained therein.

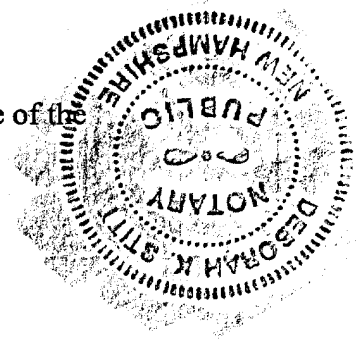
Before me,

Deborah K Stitt

Peace

Deborah K. Stitt
NOTARY PUBLIC
New Hampshire
My Commission Expires 3/24/09

Notary Public/Justice of the Peace



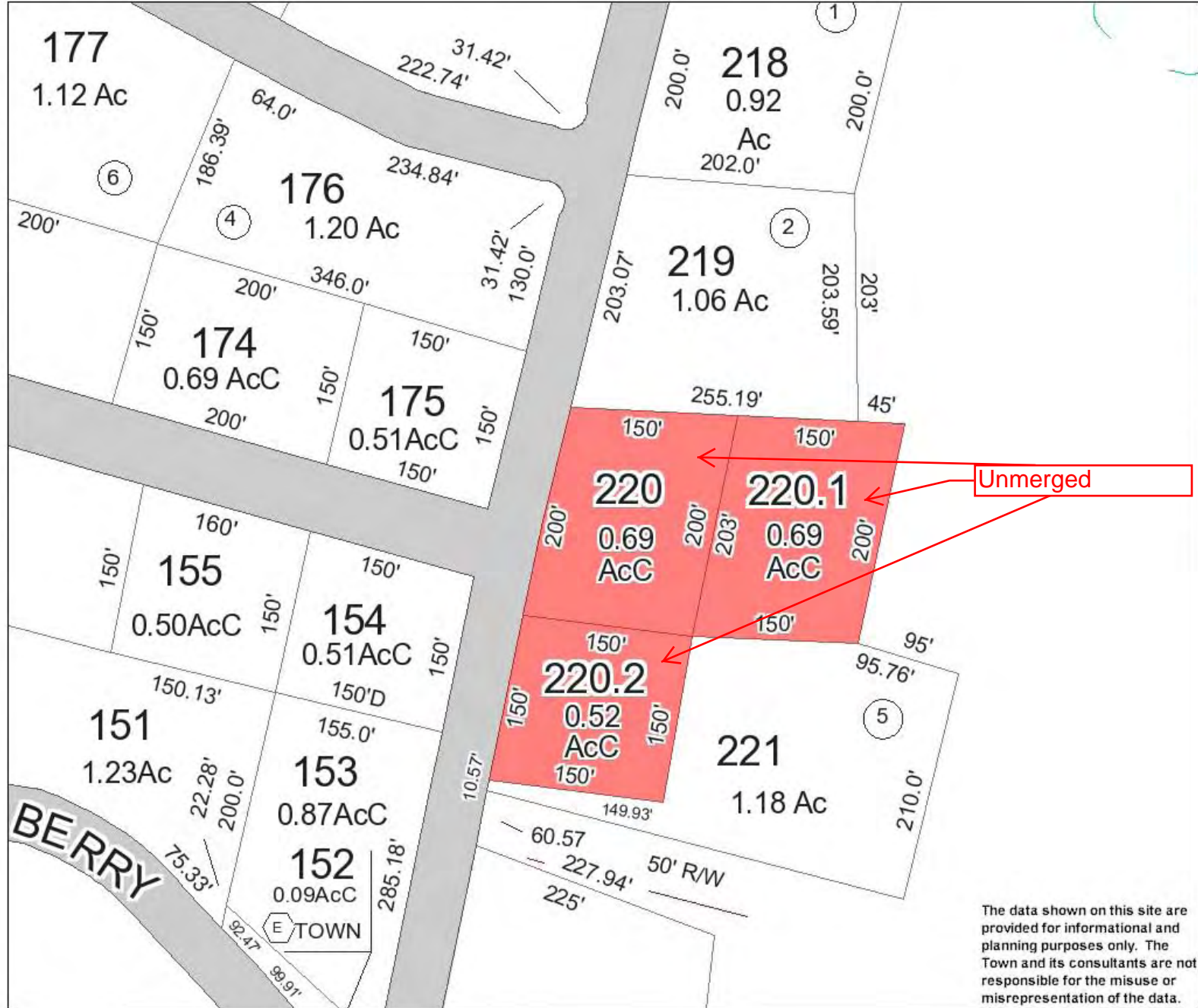
BK2043PG0910

Sleeper Hill Road Unmerge Barbara Hauck

Parcel ID's	Address	Current Owner	Date of unmerge/common owner Deed	size	Comment	Notes Area of Tax Card
203-220-000	59 Sleeper Hill	Hauck	2070 19 all 3 parcels are now on this deed	2004 deed date	.688 acre	05-11-06 MS. HAUCK REQUESTED THAT 2004 REVOCABLE TRUST"" NOT SHOW AS PART OF HER MAILING ADDRESS, BK 2070 PG 0019.
203-220-001	Off Sleeper Hill	Hauck	<u>1975 deed 676 22 had all 3 lots.</u> Prior to that came into common ownership in 1949	Vacant lot land locked behind property	.69 acre	"unmerged to reflect Deed" OWNER WANTED PARCELS UNMERGED"- NO DOCS OF OFFICIAL MERGER NO ROAD FRONTAGE - 05-11-06 MS. HAUCK REQUESTED THAT 2004 REVOCABLE TRUST" " NOT SHOW AS PART OF HER MAILING ADDRESS, BK 676 PG 22
203-220-002	Sleeper Hill	Hauck		Vacant Lot	.52 acre	"Unmerge 05" NOT A FORMAL SUBDIVISION- BROKEN BACK OUT INTO 3 PARCELS ACCORDING TO DEED PER OWNER REQUEST 9-05 FORMER PART OF 203-220 05-11-06 MS. HAUCK REQUESTED THAT 2004 REVOCABLE TRUST"" NOT SHOW AS PART OF HER MAILING ADDRESS, BK 676 PG 22

Summary of my (BAichinger) conversation with Barbara Hauck October 30th 2008

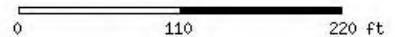
It was a simple manner, no problem, went into the appraisers office and showed the deed. I now pay taxes on all 3 parcels. Take your deeds into John Ayer and he will take care of it for you. The 'merger was not legal', there is a 'grandfather clause'. I do not know who started all of this but it is not right.



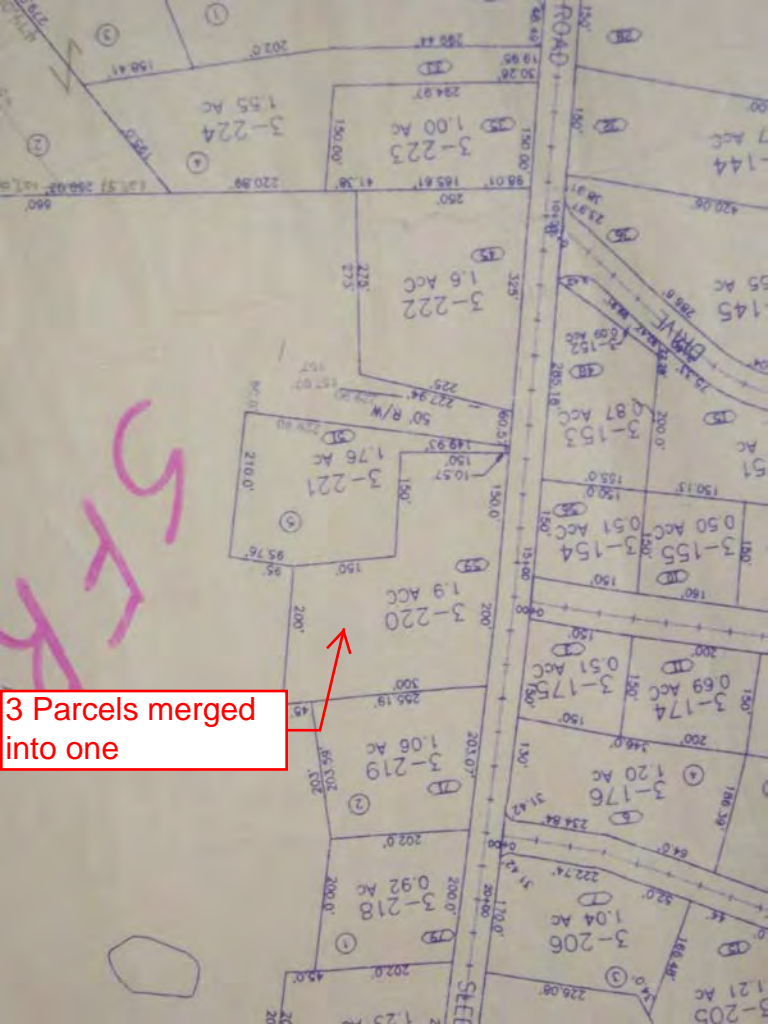
- Abutting Towns
- Buildings
- Water Bodies
 - Rivers & Streams
 - Open Water
- Misc Parcel Lines
 - Bridge
 - Cemetery
 - Easement
 - Hooks
 - Right-Of-Way
 - Private Road ROW
 - Utility
 - Wetland
- Parcels
 - Common
 - Property Line
 - Private Road
 - Road
 - Dashed Road
 - Road ROWs

Unmerged

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



3 Parcels merged into one



Town of Gilford
47 Cherry Valley Road
Gilford, NH 03249-6827



Appraisal Office
(603) 527-4704
FAX (603) 527-4711

COPY

Recreation Center of New Hampshire

October 22, 2005

Barbara Hauck
59 Sleeper Hill Road
Gilford, NH 03249

RE: Assessments for Parcels 203-220, 203-220-001 & 203-220-002

Dear Ms. Hauck,

I performed some addition research into the matter of the assessments of the parcels referenced above, and have discovered information that is different from what we discussed in our telephone conversation. I believe it is important to convey this to you.

As we discussed, some time in the late 1980's our mapping firm merged adjacent 'unbuildable' lots to become one lot as a part of their understanding of the 'Nighswander Edict'. This edict held that under-sized vacant parcels adjacent to improved parcels under the same ownership should be merged into one parcel. This idea has since been overturned, however, unfortunately, the mapping firm left no record as to just which parcels they performed these mergers to. Accordingly, when you informed us that you had three lots we researched the deed and verified these circumstances.

I mentioned to you that we did not get these 3 lots into the billing system, and that you would be receiving a full assessment for the 3 parcels this coming spring. My research indicates that this is actually not so and I apologize for the confusion.

At the last moment our assessing clerk did create the parcels in the tax billing system, and you will receive three separate tax bills this fall. This letter will serve to let you know the assessments for these parcels. Because I did not have the time to review the values beforehand, I am also revising two of the values. Following is a list of the 2005 assessments for these parcels (which will be on the fall tax bills) and my revisions to these values:

Parcel #	2005 Tax Bill	Revised 2005 Assessment
203-220-000	\$215,800	No Change
203-220-001	\$53,300	\$2,600
203-220-002	\$56,100	\$47,700

Barbara Hauck
October 22, 2005
Page Two

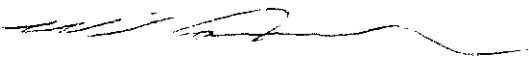
When you receive your 2005 fall tax bill, please come into the Appraisal Office, we will see that an administrative abatement will be issued to reflect the differences from the billed assessments and the revised assessments so that you will pay only on the revised assessments.

When we spoke, it was my general impression that neither of these two 'new lots' were buildable. However I have since spoken to the Planning Department and they believe that barring other restrictions (ledge, approvals, etc.) parcel 203-220-002 is buildable, restricted only to legal setback requirements. This is the reason that the assessment is higher for this parcel. Parcel 203-220-001 on the other hand, does not have road frontage and therefore is assessed as an unbuildable lot (as revised).

During our discussions, you mentioned that you hoped that these circumstances (the 'unmerging' of the lots) would not serve to increase your overall assessment. Believing at the time that both these new lots were not buildable, I stated that I didn't believe that there would be a substantial change to the overall assessment. As referenced above however, the determination that lot 2 is buildable changes this. We must assess property for what it would sell for, and accordingly this does cause us to reflect this in the assessment for lot 2, causing your overall assessment to increase from last years assessment.

Thank you for your attention to these matters. Again, I apologize for any confusion this process may have caused you. Please don't hesitate to contact us for any further reference to these matters.

Sincerely,



Wil Corcoran
Town Appraiser

Encl\ assessment records for parcels 203-220, 220-001 & 220-002

Cc: Board of Selectmen

CLIFTON F. MESSER AND ARLENE R. MESSER, Husband and Wife, as Joint Tenants with
Right of Survivorship, Both

of Gilford

Belknap County, State of

New Hampshire, for consideration paid, grant to WILLIAM R. HAUCK and BARBARA F. HAUCK,
husband and wife, as Joint Tenants with right of survivorship, both

of the City of Littleton,

Grafton

County, State of

New Hampshire

, with WARRANTY COVENANTS,

Certain parcels of land situated in Gilford, New Hampshire, bounded;

(Description and incumbrances, if any)

and described as follows:

Beginning on the easterly side of the highway leading from Laconia to the residence
of Philip Vincent, at an iron pin set in the ground, and thence running
SOUTHERLY along the easterly side of said highway Two Hundred feet (200') more or less
to an iron pin set in the ground; thence turning and running
EASTERLY along remaining land of the said Forrest A. and Dorothy W. Smith, One Hundred
Fifty feet (150') more or less to an iron pin set in the ground; thence turning and running
NORTHERLY along remaining land of the said Forrest A. and Dorothy W. Smith, two hundred
feet (200') more or less to an iron pin set in the ground; thence turning and running
WESTERLY along remaining land of the said Forrest A. and Dorothy W. Smith One Hundred
Fifty feet (150') more or less to the point of Beginning.

Meaning and intending hereby to convey the northwesterly corner of the same premises
described in deed of Samuel W. Smith to Forrest A. and Dorothy W. Smith, dated
April 19, 1947, recorded Book 293, Page 98 of the Belknap County Records, and northerly
thereof a narrow strip of land about three feet (3') wide at the southwesterly corner
of the premises described in deed of Maitland B. Weeks to Forrest A. and Dorothy W. Smith
dated February 3, 1949, recorded Book 309, Page 375. The present wire fence which runs
easterly from the highway above referred to, and which was formerly part of the boundary
between the land formerly of Maitland B. Weeks and land formerly of Samuel W. Smith, is
located about three feet southerly of the northerly boundary of the parcel hereby conveyed.

Beginning at an iron pin set in the ground on the east side of the Sleeper Hill Road
and at the southwest corner of land now owned by the grantees and conveyed by the grantor
herein to Dykens, and thence running South 70° 31' East along said other land now of the
grantees a distance of 150 feet to an iron hub designating the southeast corner of said
other land now of the Grantors a distance of 150 feet to an iron hub designating the
southeast corner of said other land now of the grantors and the southwest corner of land
conveyed to the grantors in 1961;

thence turning and running South 25° West a distance of 150 feet to a stone bound set
in the ground

thence turning and running in a westerly direction, parallel to the first described
course, 150 feet to an iron pin set in the ground on the easterly side line of the
Sleeper Hill Road;

thence turning and running northerly along the Sleeper Hill Road 150 feet, more or less,
to the point of Beginning.

Beginning at the northeast corner of land presently owned by the grantors, said land
now owned by the grantors being situated on the east side of Sleeper Hill Road, and said
northeast corner being marked by an iron pin set in the ground approximately One Hundred
Fifty Feet (150') easterly of said road on the boundary line of other land of the
grantor; thence continuing in an easterly direction, following an ancient stonewall and
land of the grantor, a distance of One Hundred Fifty Feet (150'), more or less, to an
iron pin set in the ground on the northerly side of said wall;

thence turning to the right and running on a magnetic bearing of South 25° West a distance
of Two Hundred Feet (200') to a stone bound set in the ground;

thence turning to the right 82° 05' and then running westerly a distance of One Hundred
Fifty Feet (150') to an iron hub set in the ground at the southeast corner of said land
of the Grantors;

thence turning to the right 84° 30' and running northerly a distance of Two Hundred Three
Feet (203') more or less, along said land of the Grantors to the point of beginning.

BK 676 PGE - 22

The above described premises are conveyed subject to the following conditions and restrictions, each of which shall be a covenant running with the land:

The land hereby conveyed shall not be used for any other than residential use. No structure shall be erected, altered, placed or permitted to remain on the lot hereby conveyed other than one detached single family dwelling, together with a private garage for not more than three cars. Temporary structures used in construction of permanent buildings are excepted but shall be removed immediately on the completion of the permanent buildings.

No structures shall be placed nearer than twenty-five (25) feet from Town roads or streets or proposed town roads and streets, nor nearer than fifteen (15) feet from lot side lines.


The disposal of all sewage on said lot shall be accomplished by means of a public sewer system or by means of septic tanks of a standard type properly proportioned for their per capita demand. If septic tanks are used the determination of their location shall be made in accordance with state and local laws and the feeders shall be laid from the effluent chambers in sufficient length to properly drain the tank capacity. No garbage or other waste materials shall be thrown on to the land.

No trailer, basement, tent, shack, garage, or any structure of a temporary character, or

or any other outbuilding on said lot shall at any time be used as a residence, either temporarily or permanently.

The land hereby conveyed shall not be subdivided into lots any of which shall have a frontage of less than one hundred feet (100') on any existing street or road or upon any proposed street or road which shall, at the time of such subdivision, have been recorded in the Balknap County Registry of Deeds, nor, in the case of such subdivision shall any lot have a depth from any proposed or existing street or road of less than one hundred (100) feet. In the case of any such lot which shall have a frontage upon two or more of such proposed or existing streets or roads, the foregoing requirements as to frontage and depth shall apply as to each such street or road.

OK - 117 1958 - 113

0 2 3 1 1 6
STATE OF NEW HAMPSHIRE
 TAX ON TRANSFER
 OF REAL PROPERTY
 P.B. JUN-1'76 10669

 STATE TAX COMMISSION
 55.50
 N.S.A. 78-B

FILED
 1975 JUN -1 PH 3:11
Curtis P. Wheeler
 REGISTRY OF DEEDS
 BELKNAP COUNTY

wife of said Grantor,
 husband

release to said Grantee all rights of dower and homestead and other interest therein.
 curtesy

WITNESS their hands and seals this 31st day of October, 1975

Witness:
Roland S. Kimball Jr.
 Witness

Clifton F. Messer
 Clifton F. Messer

Arlene R. Messer
 Arlene R. Messer

State of New Hampshire
 Belknap County ss. Oct 31, 1975

Then personally appeared the above named CLIFTON F. MESSER and ARLENE R. MESSER,
 and acknowledged the foregoing instrument to be their voluntary act and deed, before me

Theresa Kimball
 Notary Public — Justice of the Peace

BK 876 PGE - 24

RECEIVED

2004 JUL 27 AM 8:29

Rachel M. Amazeen
REGISTRAR
BELKNAP COUNTY
Registrar

414752

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
***** THOUSAND * HUNDRED AND 40 DOLLARS			
MO.	DAY	YR.	AMOUNT
07	27	2004	674486 \$ *****40.00
VOID IF ALTERED			

WARRANTY DEED

I, **BARBARA F. HAUCK**, a/k/a **BARBARA E.F. HAUCK**, an unmarried widow, of 59 Sleeper Hill Road, Gilford, Belknap County, New Hampshire, 03249, grant to **BARBARA E.F. HAUCK**, as she is Trustee of **THE BARBARA E.F. HAUCK 2004 REVOCABLE TRUST**, a New Hampshire Trust duly created by Trust Agreement dated March 24th, 2004, having a mailing address of 59 Sleeper Hill Road, Gilford, Belknap County, New Hampshire, 03249, with **WARRANTY COVENANTS**:

Three certain tracts or parcels of land, together with the buildings and improvements thereon, situate in Gilford, County of Belknap and State of New Hampshire, described in the Warranty Deed of Clifton F. Messer and Arlene R. Messer to William R. Hauck and Barbara F. Hauck as follows:

TRACT I:

Beginning on the easterly side of the highway leading from Laconia to the residence now or formerly of Philip Vincent, at an iron pin set in the ground;

Thence running southerly along the easterly side of said highway 200 feet, more or less, to an iron pin set in the ground;

Thence turning and running easterly along remaining land now or formerly of Forrest A. and Dorothy W. Smith 150 feet, more or less, to an iron pin set in the ground;

Thence turning and running northerly along remaining land of said Forrest A. and Dorothy W. Smith 200 feet, more or less, to an iron pin set in the ground;

Thence turning and running westerly along remaining land of said Forrest A. and Dorothy W. Smith 150 feet, more or less, to the point of beginning.

TRACT II:

Beginning at an iron pin set in the ground on the east side of Sleeper Hill Road and the southwest corner of land now or formerly owned by the Grantee and conveyed by the Grantor herein to Dykens;

BK2070PG0019

Thence running South 70° 31' East along other land now or formerly of the Grantee, a distance of 150 feet to an iron hub designating the southeast corner of said other land now or formerly of the Grantors, a distance of 150 feet to an iron hub designating the southeast corner of said other land now or formerly of the Grantors and the southwest corner of land conveyed to the Grantors in 1961;

Thence turning and running South 25° West, a distance of 150 feet to a stone bound set in the ground;

Thence turning and running in a westerly direction, parallel to the first described course, 150 feet to an iron pin set in the ground on the easterly sideline of the Sleeper Hill Road;

Thence turning and running northerly along th Sleeper Hill Road 150 feet, more or less, to the point of beginning.

TRACT III:

Beginning at the northeast corner of land now or formerly of the Grantors, said land now owned by the Grantors being situated on the east side of Sleeper Hill Road, and said northeast corner being marked by an iron pin set in the ground approximately 150 feet easterly of said road on the boundary line of the Grantor;

Thence continuing in an easterly direction, following an ancient stone wall and land now or formerly of the Grantor, a distance of 150 feet, more or less, to an iron pin set in the ground on the northerly side of said wall;

Thence turning to the right and running on a magnetic bearing of South 25° West, a distance of 200 feet to a stone bound set in the ground;

Thence turning to the right 82° 05' and then running westerly, a distance of 150 feet to an iron hub set in the ground at the southeast corner of said land now or formerly of the Grantors;

Thence turning to the right 84° 30' and running northerly a direction of 203 feet, more or less, along said land now or formerly of the Grantors to the point of beginning.

The above described premises are conveyed subject to the following conditions and restrictions, each of which shall be a covenant running with the land:

1. The land hereby conveyed shall not be used for any other than residential use.
2. No structure shall be erected, altered, placed or permitted to remain on the lot hereby conveyed other than one detached single family dwelling, together with a private garage for not more than three cars.

3. Temporary structures used in construction or permanent buildings are excepted but shall be removed immediately upon the completion of the permanent buildings.
4. No structures shall be placed nearer than 25 feet from the Town roads or streets or proposed Town roads or streets, nor nearer than 15 feet from lot side lines.
5. The disposal of all sewage on said lot shall be accomplished by means of a public sewer system or by means of septic tanks of a standard type properly proportioned for their per capita demand. If septic tanks are used, the determination of their location shall be made in accordance with state and local laws and the feeders shall be laid from the effluent chambers in sufficient length to properly drain the tank capacity. No garbage or other waste materials shall be thrown on to the land.
6. No trailer, basement, tent, shack, garage, or any structure of a temporary character, or any other outbuilding on said lot shall at any time be used as a residence, either temporarily or permanently.
7. The land hereby conveyed shall not be subdivided into lots any of which shall have a frontage of less than 100 feet on any existing street or road, or upon any proposed street or road which shall, at the time of such subdivision, have been recorded in the Belknap County Registry of Deeds, nor, in the case of such subdivision shall any lot have a depth from any proposed or existing street or road of less than 100 feet. In the case of any such lot which shall have a frontage upon two or more of such proposed or existing streets or roads, the foregoing requirements as to frontage and depth shall apply as to each such street or road.

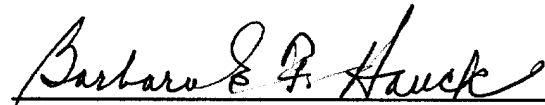
Meaning and intending to describe and convey the same premises conveyed to William R. Hauck and Barbara F. Hauck by Warranty Deed of Clifton F. Messer and Arlene R. Messer, dated October 31, 1975, and recorded at the Belknap County Registry of Deeds in Book 676, Page 22. William R. Hauck is deceased. His Will and Death Certificate are on file at the Belknap County Probate Court. The Grantor is the surviving joint tenant.

This is a conveyance without consideration to a Revocable Trust in which the beneficial interest in the Trust is not represented by transferable shares and which Trust is created and funded for estate planning purposes as a testamentary substitute.

The Grantor hereby relinquishes all rights of homestead and other interests she may hold in the above described property.

BK2070PG0021

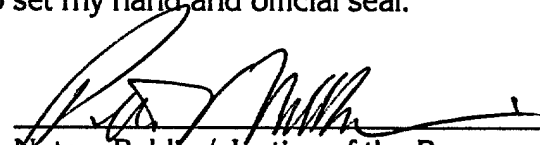
Signed this 26 day of July, 2004.


Barbara F. Hauck, a/k/a Barbara E.F. Hauck

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this the 26 day of July, 2004, before me, the undersigned officer, personally appeared **BARBARA E.F. HAUCK**, known to me (or satisfactorily proven) to be the person whose name appears subscribed to the within instrument, and acknowledged that she executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public / Justice of the Peace
My Commission Expires: _____

PETER V. MILLHAM
JUSTICE OF THE PEACE
My Commission Expires March 20, 2007

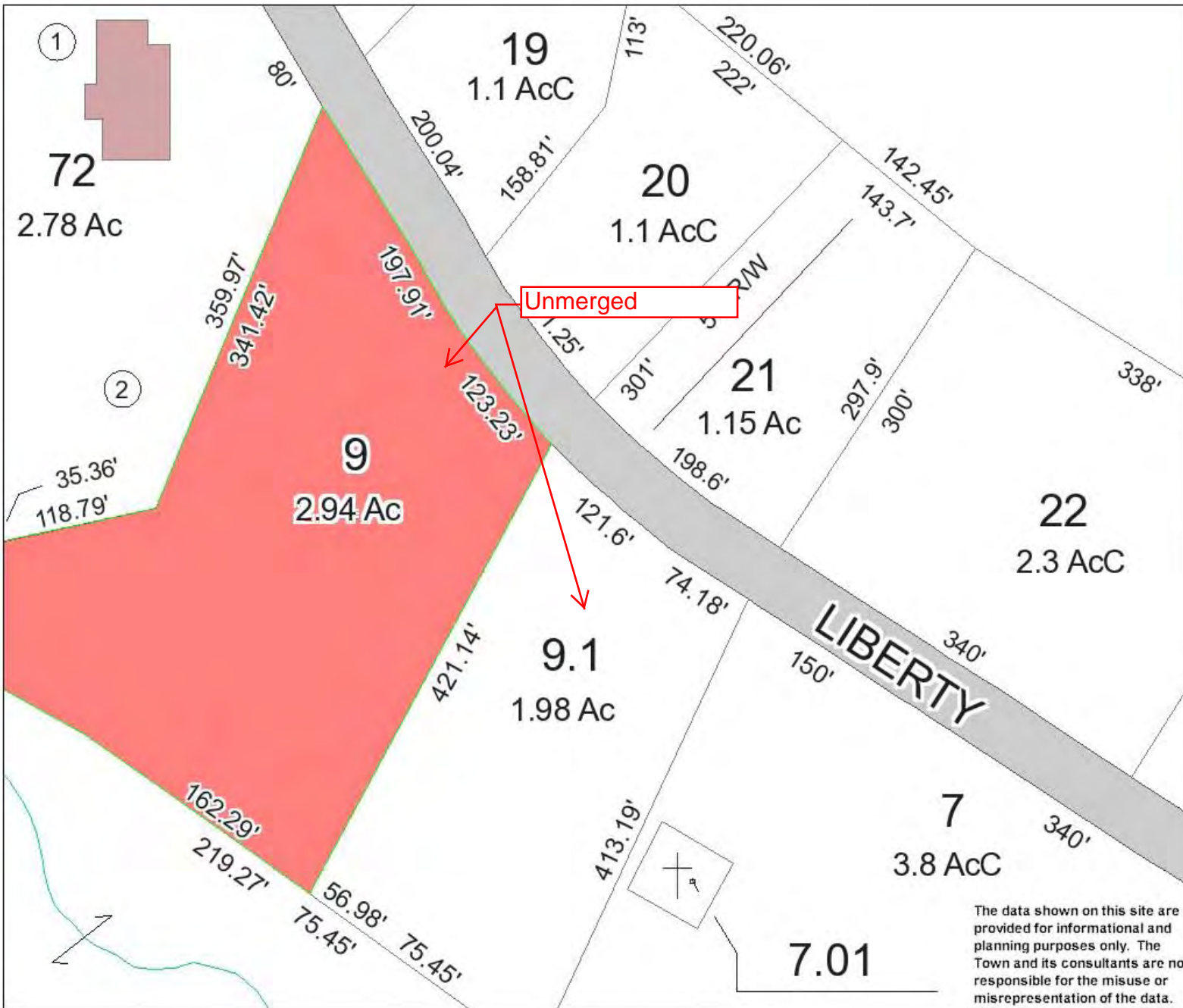
BK2070PG0022

Liberty Hill Unmerge Breton Property

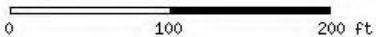
Parcel ID's	Address	Current Owner	Date of unmerge/common owner Deed	size	Comment	Notes Area of Tax Card
210-009-000	27 Liberty Hill Road	Rita B Breton	unmerged possibly early 2004 note plan L 47-035 shows new tax id's for both lots	2.94 acres	Appears that husband died in 2002 and wife gave second lot to daughter in 2004	back in 81, two of mr bretons lots were combined into one. T per john ayer,director of planning, it will be acceptable t
210-009-100	29 Liberty Hill	Jeanne Breton	2020 854 2004 deed to the daughter	1.98 acres	When they 'unmerged' there were structures in the setback. Common ownership is as follows: 291 125 1947 394 364 1959 455 140 1965 These lots ARE each greater than 1 acre so they should not have been merged. This issue here is that NO SUBDIVISION approval was necessary	MERGED IN 81; TWO DEEDS AND PER OWNERS REQUESTS TO BE BACK TO TWO LOTS; PLANNING DIRECTOR APPROVED



- Abutting Towns
- Buildings
- Water Bodies
 - Rivers & Streams
 - Open Water
- Misc Parcel Lines
 - Bridge
 - Cemetery
 - Easement
 - Hooks
 - Right-Of-Way
 - Private Road ROW
 - Utility
 - Wetland
- Parcels
 - Common
 - Property Line
 - Private Road
 - Road
 - Dashed Road
 - Road ROWs



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(Conditional)
WARRANTY DEED

I, Antoinette Cote Nadeau, formerly Antoinette Cote, of Gilford, Belknap County, State of New Hampshire,

for consideration paid, grant to Roland A. Breton and Rita B. Breton, husband and wife, as joint tenants with rights of survivorship, of Gilford, Belknap County, State of New Hampshire, with WARRANTY covenants,

a certain lot or parcel of land with the buildings thereon together with the contents therein, situated in said Gilford on the southerly side of the highway leading from Laconia to Liberty Hill, so-called, bounded and described as follows:

Beginning at the southerly side of said highway at land now or formerly of Lester Blackey; thence running in an easterly direction on said highway seventy (70) feet to an iron pin to land now or formerly of Sylvio J. Morin and Dora M. Morin; thence running in a southerly direction bounded by land now or formerly of the said Sylvio J. Morin and Dora M. Morin seventy (70) feet to an iron pin; thence running in a westerly direction by land now or formerly of said Sylvio J. Morin and Dora M. Morin seventy (70) feet to land now or formerly of said Lester Blackey, to said highway and bound begun at.

Also another lot of land situated in said Gilford on the southerly side of the highway leading from Laconia to Liberty Hill, so-called, bounded and described as follows:

Beginning at a pin set at the southwesterly corner of the land described above at bound of land now or formerly of Lester and Edith Blackey; thence proceeding in a southerly direction along bound of said Blackey land to a pin set in the ground and fence bounding land now or formerly of Peter Dutile; thence turning and running in an easterly direction along said fence bounding Dutile land a distance of two hundred twenty-five (225) feet, more or less; to another pin set in the ground; thence turning and running in a northerly direction to another pin set in the ground at the said Liberty Hill Highway; thence turning and running in a westerly direction one hundred twenty-five feet (125'), more or less, along said highway to another pin set in the ground at the bound of the land described above; thence turning and running in a southerly direction along bound of said land above described to another pin set in the ground; thence turning in a westerly direction and proceeding along said bound of said land above described to the point of beginning.

RESERVING to the grantor, the said Antionette Cote Nadeau, a life estate, rent free, in the premises herein conveyed.

.....
US REVENUE STAMPS
\$2.20
Cancelled SLS 8/7/65
.....

Meaning and intending to describe and convey the same premises conveyed to me by deed dated June 4, 1962 and recorded in the Belknap County Registry of Deeds, Book 424, Page 24.

I, Alfred Nadeau, husband of said grantor, release to said grantees all rights of curtesy and homestead and other interests therein.

Witness our hands and seals this 7th day of August, 1965.

Witness to both:

Samuel L. Sargent
Antoinette Cote Nadeau (seal)
Alfred J. Nadeau (seal)

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this the 7th day of August, 1965, before me, the undersigned officer, personally appeared Alfred Nadeau and Antoinette Cote Nadeau, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Samuel L. Sargent, Justice of the Peace

Received: August 10, 1965 12H 20M PM
Recorded and examined; attest:

Registrar

Boundary Line Adjustments allowed by the Planning Board and not merged

Here are examples of Boundary Line Adjustments that came before the Planning Board and not merged per 9.1.1.

55 Belknap Point Road. File number 242-240-000-03-02P. The tax map numbers are 242-241-000 and 242-240-000. In the Planning Board meeting minutes of 9/15/2003 this adjustment was allowed even though the two lots were in common ownership and one was non-conforming. One lot was vacant and one lot had a house on it. A building permit was then issued for the vacant lot and a house was built. The land and the house were then conveyed.

44 and 48 Deer Run Lane Elegant Premiere Homes LLC File number 253-200.000-04-037P. These were two vacant lots in common ownership. One is just over an acre and one is under an acre. This file was presented to the Planning Board for a boundary line adjustment. However the application was withdrawn. If the merging ordinance was being enforced these two lots would have been merged immediately since one is 'non-conforming'. Today both these lots have houses on them and were sold by the owner. In addition you will see from John Ayers report these lots had steep slopes and lacked sufficient buildable area.

SECRETARY

TAX MAP 242, LOTS 240 & 241

BOUNDARY LINE
ADJUSTMENT

FOR

DAVID &
MICHELE PETERSON

55 & 65 BELKNAP POINT ROAD
BELKNAP CO. GILFORD, N.H.

SCALE: 1" = 40' AUGUST 28, 2003

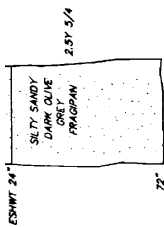
REVISED: OCTOBER 8, 2003, TEST PITS & MONUMENTS SET
DECEMBER 3, 2003, LOT SIZING & 4K AREA
DECEMBER 15, 2003, SETBACK LINES, NOTE #10, & LOT AREA INFORMATION
FEBRUARY 11, 2004, PARCEL A NOTE REFERENCE & STREET NUMBERS

OWNER OF RECORD

MAP 242, LOT 240
(#65 BELKNAP POINT ROAD)
DAVID & MICHELE PETERSON
55 BELKNAP POINT ROAD
GILFORD, NH 03249

MAP 242, LOT 241
(#55 BELKNAP POINT ROAD)
DAVID PETERSON
MICHELE A. LEMIRE
55 BELKNAP POINT ROAD
GILFORD, NH 03249

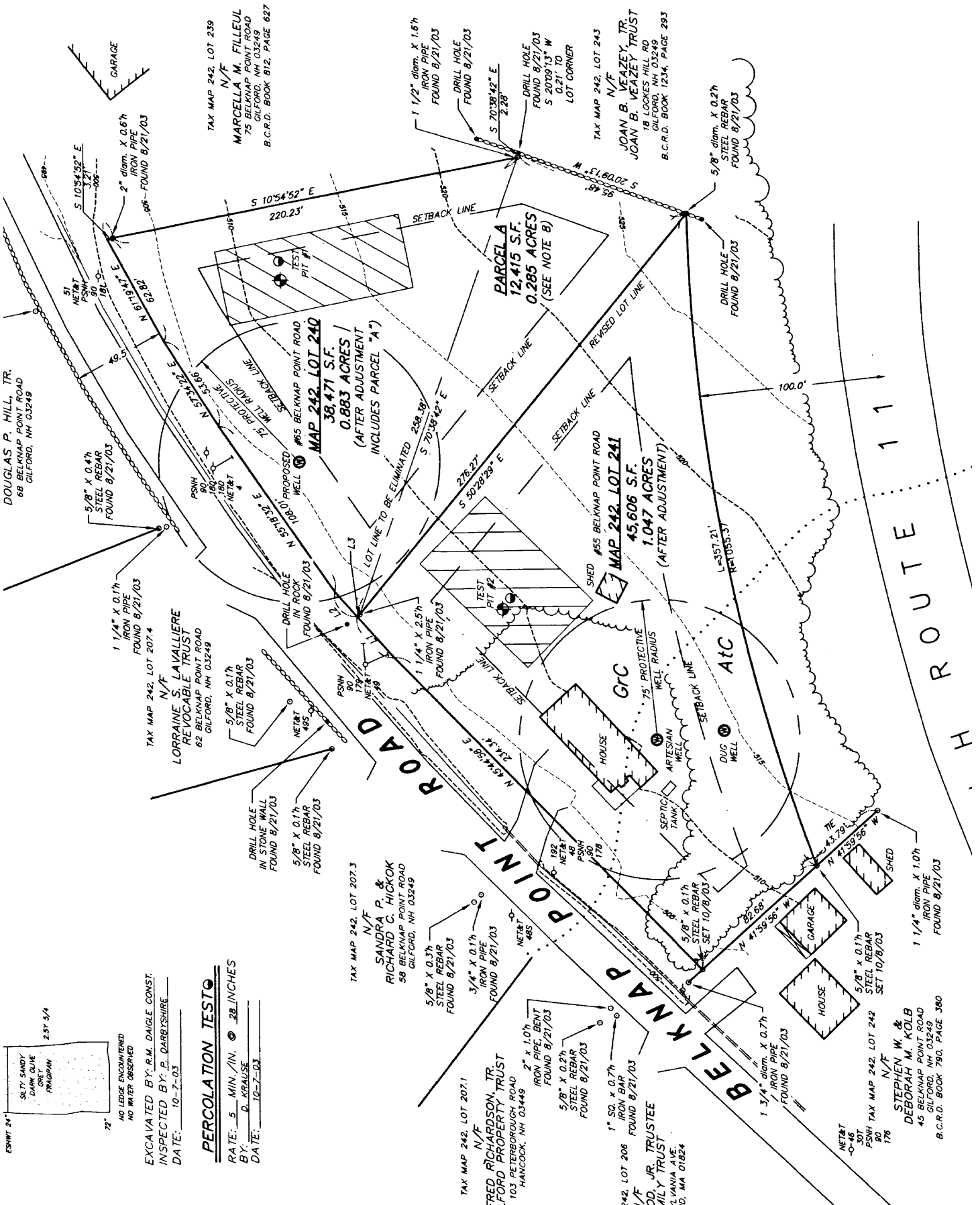
Common
ownership Lemire
is maiden name



EXCAVATED BY: R.M. DAIGLE CONST.
 INSPECTED BY: P. DARBYSHIRE
 DATE: 10-7-03

PERCOLATION TEST

RATE: 5 MIN./IN. @ 28 INCHES
 BY: D. KRAUSE
 DATE: 10-7-03



TAX MAP 242, LOT 239
 N/F
 MARCELLA M. FILLEUL
 75 BELKNAP POINT ROAD
 GILFORD, NH 03249
 B.C.R.D. BOOK 812, PAGE 627

TAX MAP 242, LOT 243
 N/F
 JOAN B. VEAZEY, TR.
 JOAN B. VEAZEY TRUST
 18 LOOKES HILL RD
 GILFORD, NH 03249
 B.C.R.D. BOOK 1234, PAGE 293

MAP 242, LOT 240
 38,471 S.F.
 0.883 ACRES
 (AFTER ADJUSTMENT
 INCLUDES PARCEL "A")

PARCEL A
 12,415 S.F.
 0.285 ACRES
 (SEE NOTE B)

MAP 242, LOT 241
 45,606 S.F.
 1.047 ACRES
 (AFTER ADJUSTMENT)

TAX MAP 242, LOT 207.3
 N/F
 SANDRA P. &
 RICHARD C. HICKOK
 58 BELKNAP POINT ROAD
 GILFORD, NH 03249

TAX MAP 242, LOT 207.1
 N/F
 FRED RICHARDSON, TR.
 GILFORD PROPERTY TRUST
 103 PETERBOROUGH ROAD
 HANCOCK, NH 03449

TAX MAP 242, LOT 206
 N/F
 VES W. FLOOD, JR. TRUSTEE
 KECY FAMILY TRUST
 12 PENNSYLVANIA AVE.
 CHELMSFORD, MA 01824

TAX MAP 242, LOT 242
 N/F
 STEPHEN W. &
 DEBORAH M. KOLB
 45 BELKNAP POINT ROAD
 GILFORD, NH 03249
 B.C.R.D. BOOK 790, PAGE 380

H ROUTE 11

APPROVED
 GILFORD P
 ON Sept
 POLLY SA
 CHAIRMAN
 SECRETARY



Town of Gilford
DEPARTMENT OF PLANNING AND LAND USE
 47 Cherry Valley Road, Gilford, NH 03249 Vox: (603) 527-4727 Fax: (603) 527-4731

REMINDER

FILE #: **253-200.000-04-037P**

DATE: **July 8, 2004**

You are hereby requested to meet with the Gilford Site Study Committee on Monday, July 12, 2004 at 11:00 a.m., at the Gilford Town Hall, Conference Room A, 47 Cherry Valley Road, Gilford, NH, regarding:

Elegant Premiere Homes, LLC
 44 and 48 Deer Run Lane

Boundary Line Adjustment Plan
 Single Family Residential Zone

If you are unable to attend this meeting, you will not be heard by the Gilford Planning Board on the following Monday evening.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Sandra J. Bailey, Administrative Assistant
 Gilford Planning Board

P

cc: File

Basic Proposal: Applicant is proposing a boundary line adjustment between Lots #253-199.000 and #253-200.000, with both lots retaining the same lot areas of 0.92 acres and 1.03 acres, and with Lot #253-199.000 having frontage on Mountain Drive only and Lot #253-200.000 having frontage on Deer Run Lane only.

ITEM 2 **ELEGANT PREMIERE HOMES, LLC** – Applicant is proposing a boundary line adjustment between Lots #253-199.000 and #253-200.000, with both lots retaining the same lot areas of 0.92 acres and 1.03 acres, and with Lot #253-199.000 having frontage on Mountain Drive only and Lot #253-200.000 having frontage on Deer Run Lane only. Location: 44 and 48 Deer Run Lane. Single Family Residential Zone. File #253-200.000-04-037P. Boundary Line Adjustment Plan Review.

BACKGROUND

This is a proposal for a boundary line adjustment between two lots in Gunstock Acres. Both lots currently have frontage on Deer Run Lane and Mountain Road. It is somewhat difficult to visualize on the plan submitted, but the lots are currently narrow and deep, and are proposed to become wide, shallow lots. The proposed boundary line adjustment would result in one lot with its entire frontage on Deer Run, and another lot with its entire frontage along Mountain Road. Lot #253-199.000 is currently and will remain .92 acres in area, and lot #253-200.000 is and will remain 1.03 acres. The .92 acre lot will be the lot with its frontage along Mountain Drive, and the 1.03-acre lot will be the lot with its frontage along Deer Run Lane.

ANALYSIS

The applicant has asked for waivers of several plan details including contour lines, showing steep slopes and wetlands, buildable lot area calculation, and buildable lot area certification. This is critical for most subdivision plans including this boundary line adjustment. The waivers are being requested presumably because this is only a lot line adjustment that creates no new lots, and results in each lot having the same area. However, since this boundary line adjustment will make the Mountain Drive lot less buildable in that the property it is picking up is much steeper than what it is giving up, it appears the proposal may not be allowable. The adjustment also makes the Deer Run lot more buildable in that it will pick up more level land and become wider in an area where the lot is currently rather narrow

The Mountain Road frontage is located opposite the intersection of Alpine Drive. This area is very steep. While waiving plan details including contour lines, steep slopes and wetlands, buildable lot area calculation, and buildable lot area certification may be acceptable with a minor lot line adjustment with two level, dry lots, the circumstances of this application and this site make those plan details essential. This is a major boundary line adjustment and the land involved is very steep.

RECOMMENDATION

Staff recommends that the Planning Board not waive the wetlands and slopes information. This information is important in determining how buildable each lot is. With the steepness of lot #253-199.000 an issue and the possibility of lot #253-200.000 having wetlands on it, providing such details is important. In fact, given the likelihood that the resulting lots will not meet the town's standards for steep slopes and buildable lot area, it may be a waste of time and money for these details to be provided since the plan may have to be denied for non-compliance.

POSSIBLE ACTION

1. Accept the application as complete pursuant to Section IV, Paragraphs B. and C. of the Subdivision and Site Plan Review Regulations.

2. Waive requirements 16.e. (critical elevation), 19 (existing and proposed utilities), 24 (proposed structures), and 28 (percentage of lot coverage) of the Drawing Standards checklist.
3. Deny the request to waive requirements 14 (contour lines), 16.b. (structural setbacks), 16.c. (steep slope areas), 16.d. (wetlands), 16.h. (buildable area certification), and 20 (structural setbacks) of the Drawing Standards checklist and require the applicant to return to the August 2, 2004 meeting with a subdivision plan including these details.

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What Gilford now must merge under Zoning Ordinance 9.1.1

May 2009

OWNER1	OWNER2	PARCEL ID	ST#	ST_NAME	MAILING	CITY	ST	ZIP	LAND	BLDG	TOTAL
AMES, JAMES D		266-067-100	11	LARCH DR	28 HOOK RD	GILFORD	NH	03249	4050	0	4050
AMES, JAMES D		266-067-200	19	LARCH DR	28 HOOK RD	GILFORD	NH	03249	4110	0	4110
AMES, JAMES D		266-091-000	28	HOOK RD	28 HOOK RD	GILFORD	NH	03249	49400	161300	210700
AMES, JAMES D		266-092-000	36	HOOK RD	28 HOOK RD	GILFORD	NH	03249	15160	0	15160
FISHER, JOEL B & JUDITH W		235-001-000	656	BELKNAP MT RD	686 BELKNAP MOUNTAIN RD	GILFORD	NH	03249	87340	0	500
FISHER, JOEL B & JUDITH W		235-001-001	686	BELKNAP MT RD	686 BELKNAP MOUNTAIN RD	GILFORD	NH	03249	124170	313100	409000
FISHER, JOEL B & JUDITH W		235-001-002	688	BELKNAP MT RD	686 BELKNAP MOUNTAIN RD	GILFORD	NH	03249	59620	0	100
BORDEN, JOYCE CHANDLER		245-041-000	1	LITTLE CAMP ISLAND	33 MIDDLE ST	SO DARTMOUTH	MA	02748	9320	0	0
BORDEN, JOYCE CHANDLER		245-042-000	6	CAMP ISLAND	33 MIDDLE STREET	SO DARTMOUTH	MA	02748	359800	88900	448700
BOULANGER, PAUL R		229-055-000		BELKNAP MT RD	189 SARGENT RD	GILMANTON	NH	03237	61000	0	2900
BOULANGER, PAUL R		230-022-001	21	WILDERNESS TRAIL	189 SARGENT ROAD	GILMANTON	NH	03237	167360	0	3200
BROWN, SUSAN TRUSTEE	BROWN, SUSAN TRUST	240-053-000	11	FOXGLOVE RD	PO BOX 5672	MARLBORO	MA	01752	41320	0	41320
BROWN, SUSAN TRUSTEE	SUSAN BROWN TRUST	240-054-000	18	SILVER ST	PO BOX 5672	MARLBORO	MA	01752	57020	173000	230020
HASSLER, ROSE L		209-025-000	234	LIBERTY HILL RD	54A MAGNOLIA LANE	BELMONT	NH	03220	68280	0	68280
HASSLER, ROSE L TRUSTEE	232 LIBERTY REALTY TRU	209-024-000	232	LIBERTY HILL RD	54 A MAGNOLIA LANE	BELMONT	NH	03220	61650	0	61650
HAUCK, BARBARA E F TRUSTEE		203-220-000	59	SLEEPER HILL RD	59 SLEEPER HILL ROAD	GILFORD	NH	03249	67380	165000	232380
HAUCK, BARBARA E F TRUSTEE		203-220-001		OFF SLEEPER HILL RD	59 SLEEPER HILL RD	GILFORD	NH	03249	4590	0	4590
HAUCK, BARBARA E F TRUSTEE		203-220-002		SLEEPER HILL RD	59 SLEEPER HILL ROAD	GILFORD	NH	03249	56070	0	56070
FAVREAU, CHERYL D		242-382-000	12	HOLLOW LANE	403 WEARE ROAD	NEW BOSTON	NH	03070	61560	56200	117760
FAVREAU, CHERYL D		242-383-000	14	HOLLOW LANE	403 WEARE ROAD	NEW BOSTON	NH	03070	61430	31400	92830

FLOOR FAMILY TRST, RICHARD & ELIZABETH		218-031-000	374	EDGEWATER DR	45 CLARK STREET	BELMONT	MA	02178	1192730	591900	1784630
FLOOR, RICHARD E & ELIZABETH W		218-032-000	378	EDGEWATER DR	45 CLARK STREET	BELMONT	MA	02178	1225960	346900	1572860
HANF, CONRAD M & LORI A		253-208-000	240	MOUNTAIN DR	240 MOUNTAIN DRIVE	GILFORD	NH	03249	72750	275100	347850
HANF, CONRAD M & LORI A		253-212-000	284	MOUNTAIN DR	240 MOUNTAIN DRIVE	GILFORD	NH	03249	56630	0	56630
GILFORD PROPERTY TRUST	FRED RICHARDSON TRUS	242-207-100	52	BELKNAP POINT RD	839 CONCORD STAGE RD	WEARE	NH	03281	464310	220400	684710
GILFORD PROPERTY TRUST	FRED RICHARDSON TRUS	242-207-200	54	BELKNAP POINT RD	839 CONCORD STAGE RD	WEARE	NH	03281	465740	98000	563740
GILFORD, TOWN OF		201-034-000		LAKE SHORE RD	47 CHERRY VALLEY RD	GILFORD	NH	03249	210	0	210
GILFORD, TOWN OF		201-035-000		LAKE SHORE RD	47 CHERRY VALLEY RD	GILFORD	NH	03249	480	0	480
GUNSTOCK ACRES COMMON PROPERTY TRUST		254-054-000		MOUNTAIN DR	58 SILVER ST C/O PARKER	GILFORD	NH	03249	82250	0	82250
GUNSTOCK ACRES VILLAGE DISTRICT		254-059-000	69	MOUNTAIN DR	PO BOX 7118	GILFORD	NH	03249	6200	1800	8000
HEFFERNAN, BRETT M		267-197-000	14	LARCH DR	15 ARROWHEAD CIRCLE	ROWLEY	MA	01969	44410	0	44410
HEFFERNAN, BRETT M &	KERBLE, MAUREEN	266-056-000	20	LARCH DR	15 ARROWHEAD CIRCLE	ROWLEY	MA	01969	44700	68100	112800
JOLIE, PAUL A & CHRISTINE		253-084-000	45	SILVER ST	15 WALNUT STREET	RUTLAND	MA	01543	76950	138500	215450
JOLIE, PAUL A & CHRISTINE M		253-083-000	49	SILVER ST	15 WALNUT STREET	RUTLAND	MA	01543	49260	0	49260
LIPS, DAVID H & ROBERT T	SCOTT C	245-038-000	5	MINK ISLAND	218 PARKGATE DRIVE	CARY	NC	27519	197800	98400	296200
LIPS, DAVID H & ROBERT T	SCOTT C	245-039-000	4	MINK ISLAND	218 PARKGATE DRIVE	CARY	NC	27519	194200	0	194200
KNOX, JOHN & MARGY REVOCABLE TRUS	KNOX, JOHN & MARGY, TR	245-034-000	9	MINK ISLAND	125 PLEASANT STREET	MEREDITH	NH	03253	226400	145300	371700
KNOX, JOHN & MARGY REVOCABLE TRUS	KNOX, JOHN H III & MARGY	245-033-000	10	MINK ISLAND	125 PLEASANT STREET	MEREDITH	NH	03253	21200	0	21200
KNOX, JOHN H III & MARGARET F TTES	MARGY KNOX REVOCABL	245-035-000	8	MINK ISLAND	125 PLEASANT STREET	MEREDITH	NH	03253	217000	0	217000

LAFLEUR, KEVIN		252-127-000	32	BAREFOOT PL	147 LACONIA ROAD	TILTON	NH	03276	41270	0	41270
LAFLEUR, KEVIN		252-128-000	40	BAREFOOT PL	147 LACONIA ROAD	TILTON	NH	03276	41770	0	41770
LAWLESS, THOMAS W JR		229-032-000	66	SHERWOOD FOREST DR	95 RICHMOND RD.	BELMONT	MA	02178	79160	124800	203960
LAWLESS, THOMAS W.,JR.		228-001-000	56	SHERWOOD FOREST DR	95 RICHMOND RD.	BELMONT	MA	02178	296290	0	5200
MCALPINE IRREVOCABLE TRUST SEPT 18	LALIME, DIANE & MCALPIN	242-009-000	62	HEIGHTS RD	15 DRINKWATER RD	HAMPTON FALLS	NH	03844	72610	95000	167610
MCALPINE IRREVOCABLE TRUST SEPT 18	LALIME, DIANE & MCALPIN	242-027-000	17	HAVEN RD	15 DRINKWATER RD	HAMPTON FALLS	NH	03844	56640	0	56640
NICKERSON, CLARKE CASE TRUSTEE	NICKERSON, CLARKE CAS	225-004-000	219	GUNSTOCK HILL RD	95 BUSINESS PARK DR	TILTON	NH	03276	166730	0	1900
NICKERSON, CLARKE CASE TRUSTEE	NICKERSON, CLARKE CAS	225-005-200	213	GUNSTOCK HILL RD	95 BUSINESS PARK DR	TILTON	NH	03276	104040	0	100
NIEDERHAUSER, PETER & PATRICIA		253-239-000	63	UPLAND DR	20 BIRCH LAWN TERRACE	NEWINGTON	CT	06111	50370	0	50370
NIEDERHAUSER, PETER & PATRICIA		253-240-000	59	UPLAND DR	20 BIRCH LAWN TERRACE	NEWINGTON	CT	06111	53590	64800	118390
NES TRUST	SOUTHWORTH, RUTH TRU	266-014-000	26	CHECKERBERRY LANE	PO BOX 1113	MOULTONBORO	NH	032541	206560	256000	407800
NES TRUST RUTH SOUTHWORTH TRUS		266-033-000		LAKE SHORE RD	PO BOX 1113	MOULTONBORO	NH	032541	381730	0	7800
MCMULLEN, CAROL C		208-025-000	18	COTTON HILL RD	1224 EAST 28TH ST	BROOKLYN	NY	11210	99000	89600	188600
MCMULLEN, CAROL C		208-027-000	24	COTTON HILL RD	1224 EAST 28TH ST.	BROOKLYN	NY	11210	83600	0	83600
ROBERTS, VIRGINIA D		204-057-000	41	BEDFORD AVENUE	41 BEDFORD AVENUE	GILFORD	NH	03249	65410	90900	156310
ROBERTS, VIRGINIA D		204-057-001		BEDFORD AVE	41 BEDFORD AVE	GILFORD	NH	03249	65110	0	65110
MARCOUX, RICHARD A & RENATE S TRUS	MARCOUX ONE FAMILY TR	245-005-000	5	MARK ISLAND	25 FOSTER AVENUE	WEIRS BEACH	NH	03246	188720	52600	241320
MARCOUX, RICHARD A & RENATE S TRUS	MARCOUX ONE FAMILY TR	245-006-000	6	MARK ISLAND	25 FOSTER AVENUE	WEIRS BEACH	NH	03246	175600	8400	184000

NYBERG, DAVID		245-010-000	57	MARK ISLAND	900 CHAPEL STREET, SUITE 121	NEW HAVEN	CT	06510	216280	76500	292780
NYBERG, DAVID WESLEY		245-012-000	56	MARK ISLAND	900 CHAPEL STREET #701	NEW HAVEN	CT	06510	177800	67200	245000
MILBURN, MICHAEL A & DEBORAH KELLEY		249-010-000	39	WELCH ISLAND	19 JEFFERSON STREET	NEWTON	MA	02458	299880	124900	424780
MILBURN, MICHAEL A & DEBORAH KELLEY		249-012-000	38	WELCH ISLAND	19 JEFFERSON STREET	NEWTON	MA	02458	97300	0	97300
MEKLER, CYNTHIA B TRUSTEE -50%	BREINGAN, LOIS M TRUST	268-001-000	13	DIAMOND ISLAND	129 CUMBERLAND ROAD	GILFORD	NH	03249	263410	95500	358910
MEKLER, CYNTHIA B TRUSTEE -50%	BREINGAN, LOIS M TRUST	268-002-300	24	DIAMOND ISLAND	129 CUMBERLAND ROAD	GILFORD	NH	03249	222510	48600	271110
MEKLINGER, SUZANN & SMART, ROBERT	SMART, DAVID & CHRISTO	226-012-000	122	GUNSTOCK HILL RD	25 NOTTINGHAM WAY SOUTH	CLIFTON PARK	NY	12065	83000	213800	296800
MEKLINGER, SUZANN & SMART, ROBERT	SMART, DAVID & CHRISTO	226-012-200		GUNSTOCK HILL RD	25 NOTTINGHAM WAY SOUTH	CLIFTON PARK	NY	12065	1400	0	1400
PERSONS, N RICHARD & BETTY ET AL TT	RAMBLIN VEWE FARM TRU	212-022-000	638	MORRILL ST	PO BOX 7354	GILFORD	NH	03247	287450	0	75200
PERSONS, N RICHARD & BETTY ET AL TT	RAMBLIN VEWE FARM TRU	212-024-000		MORRILL ST	PO BOX 7354	GILFORD	NH	03247	75650	0	1800
SCUDDER, JONATHAN	MICHAEL, KELLY	203-084-000	25	PINECREST DR	25 PINECREST DR	GILFORD	NH	03249	59820	113900	173720
SCUDDER, JONATHAN & MICHAEL, KELLY		203-085-000	21	PINECREST DR	25 PINECREST DR	GILFORD	NH	03249	3280	0	3280
SAUL, RICHARD & CHARLOTTE		241-010-000	2	HUNTRESS CIRCLE	12 HUNTRESS CIRCLE	GILFORD	NH	03249	52480	0	52480
SAUL, RICHARD D & CHARLOTTE G		241-009-000	140	CHESTNUT DR	12 HUNTRESS CIRCLE	GILFORD	NH	03249	48250	0	48250
SAWYER, PETER & ROGER	MAWSON, NANCY R	245-056-000	14	CAMP ISLAND	16 POTTER HILL RD	GILFORD	NH	03249	336260	70700	406960
SAWYER, PETER & ROGER &	MAWSON, NANCY R	245-055-000	13	CAMP ISLAND	16 POTTER HILL ROAD	GILFORD	NH	03249	199240	0	199240
TARDIF, ALAN W & ANN M		241-050-000	184	CHESTNUT DR	186 CHESTNUT DRIVE	GILFORD	NH	03249	38100	0	38100
TARDIF, ALAN W & ANN M		241-051-000	186	CHESTNUT DR	186 CHESTNUT DRIVE	GILFORD	NH	03249	116740	318000	434740
THOMPSON, ERIC	LEGARDA, ISABEL	253-123-000	206	CUMBERLAND RD	36 WOODS RD	BELMONT	MA	02478	111150	244800	355950
THOMPSON, ERIC	LEGARDA, ISABEL	253-124-000	214	CUMBERLAND RD	36 WOODS RD	BELMONT	MA	02478	28320	0	28320

ROUX, THOMAS		254-018-000	25	AREA RD	PO BOX 7391	GILFORD	NH	03247	51210	2400	53610
ROUX, THOMAS J		254-017-000	46	CHALET DRIVE	PO BOX 7391	GILFORD	NH	032477	83060	156800	239860
RUGGIERO, ROBERT L & MARIA E TTEES	RUGGIERO, ROBERT L RE	242-172-000	28	ROBERTS RD	33 ROBERTS RD	GILFORD	NH	03249	61970	54600	116570
RUGGIERO, ROBERT L & MARIA E TTEES	RUGGIERO, ROBERT L RE	242-176-000	33	ROBERTS RD	33 ROBERT RD	GILFORD	NH	03249	444430	281000	725430
RUGGIERO, ROBERT L & MARIA TTEES	RUGGIERO, ROBERT L RE	242-173-000	30	ROBERTS RD	33 ROBERTS RD	GILFORD	NH	03249	58930	168900	227830
WARD, ANTHONY F JR & EILEEN M	EILEEN REVOCABLE TRUS	253-185-000	143	MOUNTAIN DR	80 FORD FARM RD	TIVERTON	RI	02878	83550	132500	216050
WARD, ANTHONY F JR & EILEEN M		253-186-000	135	MOUNTAIN DR	80 FORD FARM RD	TIVERTON	RI	02878	33910	0	33910

Mrs Aichinger's 2007 attempt to speak to the Planning Board about the merging ordinance

November 5th, 2007

Planning Board Town of Gilford
47 Cherry Valley Road
Gilford, NH 03249

FAX: 603-527-4731

Pages including this one: 3

Subject: Gilford Zoning Ordinances **9.1.1 Contiguous Nonconforming Lots**

Hello Planning Board,

My name is Barbara Aichinger and I own property on Edgewater drive here in Gilford. I would like to request that you carefully consider changing the above mentioned zoning ordinance to include provisions of RSA 75:9 *Separate Tracts*. This state statute was the result of the 1995 legislation HB 390 *An Act relative the grandfathering of subdivisions and separate lots*. In late August I delivered to Mr. John Ayer and the offices of town council a binder containing all the notes, testimony and amendments from the state archives for this legislation. I also included some of the email I received on this topic from the then attorney for the Municipal Association Bernie Waugh and from Senator Jim Rubens who chaired the senate committee in 1995 hearing this legislation. This background information gives a clear picture as to how legislators intended the *added text* to RSA 75:9 to be used. That is, to give the towns the ability to ‘unmerge’ parcels they felt were grandfathered.

75:9 Separate Tracts. – Whenever it shall appear to the selectmen or assessors that 2 or more tracts of land which do not adjoin or are situated so as to become separate estates have the same owner, they shall appraise and describe each tract separately and cause such appraisal and description to appear in their inventory. *In determining whether or not contiguous tracts are separate estates, the selectmen or assessors shall give due regard to whether the tracts can legally be transferred separately under the provisions of the subdivision laws including RSA 676:18, RSA 674:37-a, and RSA 674:39-a.*

Source. 1903, 24:1. PL 63:8. RL 76:9. RSA 75:9. 1969, 23:8. 1995, 291:2. 1998, 39:2, eff. Jan. 1, 1999.

In summary:

The Gilford Zoning Ordinances 9.1.1 do not reflect the ability of the town to ‘unmerge’ or recognize separate tracts per RSA 75:9 although the planning department has done this.

When town actions seemingly disagree or do not expressly agree with zoning ordinances it can cause confusion and lead to unwarranted litigation as seen by the recent case *Sutton vs. Town of Gilford, Barbara Aichinger, Governor’s Island Club*. In addition, expressly

allowing the planning department with guidance from the assessing office to recognize separate tracts (unmerge parcels) will create a windfall of tax revenue for the town. There are dozens of valuable waterfront parcels in addition to non waterfront parcels that were involuntarily merged over the years and whose owners would like the option of unmerging their property. These fully deeded properties would be subjected to all the other setback requirements of the town. My estimations are that there is probably \$100,000 to \$250,000 dollars worth of tax revenue not being realized by the town and it can be by simply updating the town zoning ordinances to reflect state statutes.

Please find attached a letter from town appraiser Wil Corcoran from last October explaining his understanding of how the involuntary merging happened in Gilford. My own research has led me to a similar conclusion. Merging has been the source of countless problems over the years not only for Gilford but for other towns as well. According to Attorney Waugh this is why the problem was addressed in 1995 by HB 390. **I am not suggesting that the town remove all aspects of merging from its zoning ordinances.** I think this would be too much a revolutionary approach. I am suggesting a more evolutionary approach which allows the town to expressly recognize those involuntary mergers that involve true separate buildable parcels that were conforming to the zoning ordinances when they were originally deeded. My proposal is to simply add the following highlighted text to 9.1.1:

9.1.1 Contiguous Nonconforming Lots - When two (2) or more lots of record have the same owner and are contiguous, and one (1) or more of the lots is nonconforming to this ordinance as to size, dimension or frontage, the owner shall be required to merge all contiguous, nonconforming lots with contiguous lots under similar ownership until such contiguous, nonconforming lots are made conforming unless an exception is provided for below.

(a) Exception - If at the time the lots described above become owned by the same owner, there is a lawful and preexisting principal use listed in Article 4 on each lot, the owner shall not be required to merge the nonconforming lot or lots.

(b) Exception - Whenever lots are protected from merger by the provisions of RSA 674:39, the owner shall not be required to merge the lots.

(c) Exception – When recognized as separate tracts by the provisions of RSA 75:9

Thank you very much for taking the time to read my letter. As a follow up I would like to request a formal response on the action, if any, you will take based upon my request. If I can be of any assistance to you in this matter please contact me. I would be happy to appear at one of your meetings to explain my research.

Regards,

Barbara P. Aichinger
558 Edgewater Drive
Gilford, NH
Hm: 603-471-2757
Wk: 603-472-5905
Cell: 603-548-5037

Town of Gilford, NH - PLANNING BOARD - NOVEMBER 5, 2007

PLANNING BOARD - NOVEMBER 5, 2007

Approved November 19, 2007
GILFORD PLANNING BOARD
NOVEMBER 5, 2007
CONFERENCE ROOM A
7:00 P.M.

The Gilford Planning Board met in regular session on Monday, November 5, 2007 at 7:00 p.m. in Conference Room A.

In attendance were: Chair, Polly Sanfacon; Vice-Chair, Carolyn Scattergood; Selectmen's Representative, Connie Grant; Jerry Gagnon; Richard Waitt; Richard Vaillancourt; John Morgenstern and Alternate David Arnst.

Member(s) absent:

Also present was John B. Ayer, Director of Planning and Land Use and Stephanie Verdile Philibotte, Administrative Assistant.

Chair P. Sanfacon opened the meeting, led the Pledge of Allegiance, introduced the Board members, and staff and read the rules of procedure for the meeting.

P. Sanfacon read a letter from RCC Atlantic, Inc requesting an extension for the temporary COW to be extended until December 31, 2007. Motion made by R. Waitt, seconded by R. Vaillancourt, to grant the request for the extension. Motion carried with all in favor.

P. Sanfacon introduced the first application.

1197 Union Ave. Associates and Traditional Catholics of New Hampshire

Applicant is proposing a Boundary Line Adjustment between Tax Map & Lot #202-003.000 and 201-031.000 located at Blaisdell Ave. and Terrill Ave (In Laconia. in the Industrial Zone. Boundary Line Adjustment Plan. Application #2005002137.

Motion made by C. Scattergood, seconded by J. Gagnon, to take the application off the table. Motion carried with all in favor.

P. Sanfacon read a letter from Matt Fagginger-Auer, agent for the application, requesting the application be withdrawn at this time. The Board accepted the withdrawal of the application.

P. Sanfacon introduced the next case.

Donald Ames C/O Ames Farm Inn

Applicant is submitting an as-built plan/amended site plan for review on Tax Map & Lot #266-107.000 located at 2800 Lakeshore Rd. in the Single Family Residential Zone. Amended Site Plan Review. Application #2005002438.

Motion made by C. Scattergood, seconded by J. Morgenstern, to take the application off the table. Motion carried with all in favor.

P. Sanfacon read a letter from Steve Smith, agent for the application, requesting the application be continued until November 19, 2007.

Motion made by R. Waitt, seconded by R. Vaillancourt, to table the application until November 19, 2007. Motion carried with all in favor.

The Board decided to schedule an on-site inspection for the Ames

Farm application on Friday, November 9, 2007 at 12:30 p.m.

Other Business

1) Georgie Johnson of Johnson Surveying, agent representing Janet Elkin and Newt Gardner owners of 42 Alpine Drive. She explained the property owner had mistakenly built a stonewall within the Town of Gilford's right-of-way. She said there has been a portion of the wall removed from the right-or-way and the owners are willing to remove additional sections of the walls encroaching in the right-of-way. However she said there are 2 stonewalls located at the entrance to the house that cannot be easily moved and the owner is willing to provide an easement to the Town of Gilford in order to use that area to turn vehicles around if needed. She said Alpine Drive is not a through street and since the Town of Gilford will convey the property to the owner, that will relieve the Town of Gilford of any liability if the walls were located on town property.

C. Grant spoke about when the applicant appeared before the Board of Selectmen and she said the abutters all spoke in favor of the proposal for the owners to maintain the stonewall in its location.

Motion made by C. Scattergood, seconded by R. Waitt, to recommend to the Board of Selectmen they approve the suggested changes of the ownership for the right-of-way and changes to the site plan for 42 Alpine Drive. Motion carried with all in favor.

J. Ayer spoke about the changes in the easement location to the Lyman subdivision. He brought the Board up to date on Mr. Lyman's request to not return to the Planning Board as the Board had previously decided. The Board reiterated its previous decision to require the applicant to submit a new application to the Planning Board showing the changes in location of the easement.

- 2) Discussion of 2008 Zoning Amendments
 - a. Junk and Old Vehicles- J. Ayer reviewed a request from the

Board of Selectmen regarding proposing a junk ordinance. He reviewed other towns' regulations addressing junk and vehicles. He said he asked Town Counsel for their opinion. Town Counsel's opinion said there is a state law addressing junk yards and automobiles and recommends the Town of Gilford not create another ordinance. The reason being if there is a discrepancy between the Town of Gilford's regulations and the state regulations it would cause confusion in a legal situation. Town Counsel said the Town of Gilford can enforce the state regulations

Discussion ensued about the amount of support from residents to enact a junk ordinance.

P. Sanfacon spoke about clarifying the process for the Town of Gilford in order to enforce the state law. She said if the process is long and cumbersome it would be difficult for the Town to enforce.

b. Flag Lot amendment-J. Ayer reviewed the proposed changes to the ordinance. The Board discussed the proposed changes.

c. Increase shore front setback from 40' to 50' to match new RSA. J. Ayer explained the setback from the brooks would now be increased to 50' because the state is passing a new law effective April 1, 2008.

d. Establish electronic changeable copy signs-J. Ayer reviewed the ZBA's request for the Planning Board to prohibit changeable copy signs and LED signs. He explained he and P. Sanfacon wrote a letter to the ZBA explaining the Planning Board had already decided on the proposed zoning amendments and invited the ZBA to participate in the ordinance amendments for 2008. The Board reviewed the changes and J. Ayer will revise the proposed amendment.

e. Creation of time limit to complete site plans and subdivisions- D. Arnst suggested a developer submitting a project plan that includes a time frame for completion. J. Gagnon spoke about the smaller commercial sites around town that were approved years ago and have not completed the work, now the sites become storage areas.

The Board decided to suggest the proposed changes be put into the Site Plan regulations and not be located in the zoning ordinance.

f. J. Ayer explained B. Aichinger's written request to amend the zoning ordinance. J. Ayer brought the Board up to date on the Aichinger court case. He spoke about the Planning Board's policy of not addressing the proposal due to the court case against the Town of Gilford. He said Town Counsel said the proposal does not apply to the Planning Board it is more of an issue for the Assessing Department.

Minutes

Motion made by C. Grant, seconded by J. Gagnon, to table the approval of the minutes from October 15, 2007 until November 19, 2007. Motion carried with all in favor.

Adjournment

Motion made by R. Vaillancourt, seconded by R. Waitt, to adjourn the meeting at 9:15 p.m. Motion carried with all in favor.

Respectfully submitted,

Stephanie Verdile Philibotte
Administrative Assistant

Gilford Planning Director and Town Counsel's denial that other unmerges existed.

PATRICK WOOD LAW OFFICE, PLLC
555 Main Street
Laconia, New Hampshire 03246

phwood@patrickwoodlaw.com

Tel. 603.524.1446
Fax: 603.524.1788

August 6, 2007

Attorney Walter L. Mitchell
Mitchell & Bates, PA
25 Beacon Street East
Laconia, NH 03246

RE: Barbara Aichinger
Gilford Tax Parcel 221-007/554 & 558 Edgewater Drive

Dear Walter:

My client has asked John Ayer for information from the Town relating to any other situations in which Town officials have made a decision to "unmerge" properties. In accordance with your advice, however, John is unwilling to talk to my client about any of these matters.

Under the right-to-know law, I would ask that you please let us know what information the Town has concerning any other properties that have been "unmerged" in Gilford.

If you have any questions, please let me know.

Very truly yours,


Patrick H. Wood

cc: Ms. Barbara Aichinger

----- Original Message -----

From: "Patrick Wood" <PatrickWood@patrickwoodlaw.com>
To: "Walter Mitchell, Mitchell & Bates PA" <wmlaw@metrocast.net>
Cc: "Barbara Aichinger" <aichinger@comcast.net>; "Ed Aichinger" <eda@futureplus.com>; "Simone Cushing" <SimoneCushing@patrickwoodlaw.com>; "Lee Harrington" <LeeHarrington@patrickwoodlaw.com>; "Jane Wood" <JaneWood@patrickwoodlaw.com>
Sent: Thursday, September 13, 2007 2:14 PM
Subject: RE: Aichinger information request...

Walter - I shall do so, in addition to sending her a copy of your e-mail. Thank you.

Patrick H. Wood
Patrick Wood Law Office, PLLC
555 Main Street
Laconia, NH 03246
603.524.1446
603.524.1788 (fax)
phwood@patrickwoodlaw.com

-----Original Message-----

From: Walter Mitchell, Mitchell & Bates PA [mailto:wmlaw@metrocast.net]

Sent: Thursday, September 13, 2007 10:40 AM
To: Patrick Wood
Subject: FW: Aichinger information request...

Pat -- Please advise your client on the inappropriateness of her communicating directly with this office. I have no desire for it, and the town certainly doesn't want to pay for it.

Thank you.

Walter

-----Original Message-----

From: Barbara Aichinger [mailto:aichinger@comcast.net]
Sent: Wednesday, September 12, 2007 5:30 PM
To: Patrick Wood; Walter Mitchell, Mitchell & Bates PA
Cc: Simone Cushing; Lee Harrington; Jane Wood; laslaw@metrocast.net

Subject: Re: Aichinger information request...

Hello Mr. Mitchell,

It is surprising to me that Mr. Ayer has changed his 'impressions' of the unmerger process in Gilford as we spoke of it several times over the past year and he was quite certain. His opinion was bolstered by the Building Inspectors opinion (as reflected in the April 19th letter from Attorney Brouillard to you) and the opinion of the Town Appraiser Wil Corcoran (see also attached letter). I find it difficult to believe that all three of these town officials were wrong when it came to Gilford's process of unmerging buildable grandfathered parcels. It is clear to me that they had a procedure for investigating the situation, conferring on it and then making a decision. A few weeks back I dropped off at your office my legislative research on HB 390. I have also spoken with a few of the legislators involved in that and Attorney Waugh who helped sponsor the bill.

My impression is that if we are not estopped by the Gagne case then John Ayer, as a town official, had every right to unmerge parcels per HB 390 and the second sentence of RSA 75:9 since this is the exact situation for which that legislation was intended. He had a process, did his research, conferred with other town officials and made a decision.

As to how I found some of the unmerges. It appears that while the planning department nor the assessors department made actual lists of unmerges over the years they did leave some clues. When the unmerged parcel was entered into the assessors data base on occasion the person entering the new record put a notation in the notes field. It was a search on these fields that lead me to the list. It is very probably that I did not find them all since no notation may have been made and any conversion of the database to new software could have negated those fields.

Mr. Mitchell, although I am not an attorney, I like to play one when I am being sued ;-), so please excuse me for offering up my opinions.

Regards,
Barbara Aichinger

----- Original Message -----

From: "Patrick Wood" <PatrickWood@patrickwoodlaw.com>

To: "Walter Mitchell, Mitchell & Bates PA" <wmlaw@metrocast.net>

Cc: "Barbara Aichinger" <aichinger@comcast.net>; "Simone Cushing" <SimoneCushing@patrickwoodlaw.com>; "Lee Harrington" <LeeHarrington@patrickwoodlaw.com>; "Jane Wood" <JaneWood@patrickwoodlaw.com>
Sent: Wednesday, September 12, 2007 3:07 PM
Subject: RE: Aichinger information request...

Walter - my client, the super sleuth, has found what we believe are about a half dozen "unmerger" situations in Gilford. I am attaching her list that I just got on Monday.

Patrick H. Wood
Patrick Wood Law Office, PLLC
555 Main Street
Laconia, NH 03246
603.524.1446
603.524.1788 (fax)
phwood@patrickwoodlaw.com

-----Original Message-----

From: Walter Mitchell, Mitchell & Bates PA [<mailto:wmlaw@metrocast.net>]

Sent: Wednesday, September 12, 2007 2:19 PM
To: Patrick Wood
Cc: John Ayer
Subject: Aichinger information request...

Pat -- A few weeks back you and I had a discussion which followed up on your letter to me dated 8/8/07.

I have discussed with Mr. Ayer his earlier impression that in the past there have been other situations similar to one which involved your client's property. Despite his earlier impression, his present impression is that there are none.

He reports that at the time he was thinking of a situation with a property on Dow Road. However, when he subsequently went back to check those background facts he discovered that situation did not involve a "merger", but rather a mix-up with respect to addresses. He will pull

out those details and provide them to me in case anyone wishes to review paperwork.

Initially he was also under the impression that similar situations had also arisen in Gunstock Acres. However, he is unable to recall the specifics or the specific property, to test the accuracy of that memory. He will, however, keep trying to remember.

Sorry that we are not able to supply more detail at this time.

Walter

Walter L. Mitchell
Mitchell & Bates, P.A.
25 Beacon Street East
Laconia, NH 03246
(603) 524-3885
(603) 524-0745 Fax
wmlaw@metrocast.net

----- Original Message -----

From: [John Ayer](#)
To: [Barbara Aichinger](#)
Sent: Friday, October 24, 2008 2:35 PM
Subject: RE: Planning Board Meeting

You have asked me that before and I do not know that there were specifically 5, and frankly at this point I'm questioning if there were any others. I went back a few months ago to check on one that I thought I could recall, only to find that it wasn't a lot merger issue but rather it was an addressing issue. That was the one I remembered best (besides your own, of course). So I can try again to see if my memory is able to drag anything up, but definitely no guarantees.

- John

John B. Ayer, AICP
Director of Planning and Land Use
Town of Gilford
47 Cherry Valley Road
Gilford, NH 03249
603-527-4727 (phone)
603-527-4731 (fax)

From: Barbara Aichinger [mailto:aichinger@comcast.net]
Sent: Friday, October 24, 2008 10:04 AM
To: John Ayer
Subject: Re: Planning Board Meeting

John,

Thanks so much. In the past on several occasions you told me that you had 'personally' been involved in 5 other unmerges. Can you at all remember them?

Regards,
Barb Aichinger
----- Original Message -----

From: [John Ayer](#)
To: [Barbara Aichinger](#)
Sent: Friday, October 24, 2008 10:03 AM
Subject: RE: Planning Board Meeting

No, not at the Planning Board meeting. They stuck with the one discussion item (Gunstock Acres boat storage) and zoning amendments I mentioned.

- John

John B. Ayer, AICP
Director of Planning and Land Use
Town of Gilford

47 Cherry Valley Road
Gilford, NH 03249
603-527-4727 (phone)
603-527-4731 (fax)

From: Barbara Aichinger [mailto:aichinger@comcast.net]
Sent: Friday, October 24, 2008 9:45 AM
To: John Ayer
Subject: Re: Planning Board Meeting

John,

Thanks for your quick reply. Was there any discussion concerning my property or the proposal I have made?

Regards,
Barb Aichinger

----- Original Message -----

From: [John Ayer](#)
To: [Barbara Aichinger](#)
Sent: Thursday, October 23, 2008 5:03 PM
Subject: RE: Planning Board Meeting

No, the only ordinance amendments we covered were the flag lot regs., a rezoning, and bunk houses. We also had a discussion item regarding boat storage for Gunstock Acres Trust.

John B. Ayer, AICP
Director of Planning and Land Use
Town of Gilford
47 Cherry Valley Road
Gilford, NH 03249
603-527-4727 (phone)
603-527-4731 (fax)

From: Barbara Aichinger [mailto:aichinger@comcast.net]
Sent: Thursday, October 23, 2008 2:34 PM
To: John Ayer
Subject: Planning Board Meeting

Hello John,

I noticed a Planning Board meeting took place this past monday. Can you tell me was the merging ordinance discussed?

Regards,
Barb Aichinger

Historical Information on Gilford's Merging Ordinance

Town of Gilford
47 Cherry Valley Road
Gilford, NH 03249-6827



Appraisal Office
(603) 527-4704
FAX (603) 527-4711

Recreation Center of New Hampshire

October 19, 2006

Barbara Aichinger
36 Old English Rd
Bedford, NH 03110

RE: Gilford Parcel 221-007

Dear Ms. Aichinger,

Your set of emails regarding the above referenced lot were sent forward to me for input. While I have no authority in these regards, I do understand some of the history of how this merger could have occurred which I will convey here for all interested parties.

When I arrived in the town in 1992 it was the policy of the mapping company to 'automatically' merge an adjacent vacant 'unbuildable' lot provided the ownership was identical to both 'parcels'. The mapping company needed no prodding from taxpayers or the municipality, rather, merged these parcels on their own volition.

When I questioned them on this policy they (Cartographics, Inc.) referenced the 'Nighswander ruling', also known as the Nighswander Edict. Apparently judge Nighswander ruled that this policy was consistent with State Planning laws and rules (I have not seen the ruling myself). The net effect was that any 'grandfathering' provisions the lot may have garnered over time were lost, along with 'lot of record' status, merged into one lot of record.

Over time however, we began to receive transfers of 'portions' of lots (portion of a merged parcel). So, while the 'edict' was in force, this did not prevent taxpayers from selling the portion of the lot that was merged. In these instances, the 'lot of record' status was revived, subject to normal setback requirements should the lot be developed.

Given these emerging situations, from an assessing perspective, I would highly recommend that these '(un)voluntary' mergers, when discovered, be separately assessed subject to evidence that would indicate otherwise. Again, however, I have no authority to proceed without direction from Planning and the Selectmen.

I hope this helps you in your efforts.

Sincerely,

Folks unmerged
themselves in
some cases


Wil Corcoran
Town Appraiser

Cc: Board of Selectmen
Planning
Enforcement

Selectman were cc'd



TOWN OF GILFORD

Recreation Center of New Hampshire

DEPARTMENT OF PLANNING & LAND USE

January 15, 2007

Barbara Aichinger
36 Olde English Road
Bedford, NH 03110

Re: Reversal of Lot Merger – Tax Map and Lot #221-007.000

Dear Ms. Aichinger:

This letter is sent to confirm that the Town Assessor and I agree that the lot referenced above is legally two (2) lots. It appears that the lots were automatically merged only on the Town tax maps and not at the Registry of Deeds. Such automatic mergers were required by an old zoning ordinance that was thrown out in a court challenge and is no longer on the books. Your deed still describes two separate lots, not a single merged lot, which further attests to the notion that this property was not the subject of a bona fide merger, and the tax maps show residual evidence of the former lot layout.

Addresses for the two lots will be 554 Edgewater Drive for what used to be lot 9 (the more northerly lot), and 558 Edgewater Drive for what used to be lot 10 (see attached map).

I hope this information is helpful. Please let me know if you have questions or require further information.

Sincerely,

John B. Ayer, AICP
Director of Planning and Land Use

cc: Wil Corcoran, Town Appraiser
E/911
US Post Office
Assessing/Cartographic Assoc., Inc. Map Corrections
Gilford Public Works
Gilford Fire/Rescue
Gilford Police Department
File

BUILDING • CONSERVATION • HEALTH • HISTORIC PRESERVATION • PLANNING • ZONING

47 CHERRY VALLEY ROAD • GILFORD, NH 03249 • PHONE: (603) 527-4727 • FAX: (603) 527-4731

BROUILLARD & BROUILLARD
P.L.L.C.
Attorneys at Law

COPY

221-007

PHILIP A. BROUILLARD
OF COUNSEL
RICHARD P. BROUILLARD

16 ACADEMY STREET-LACONIA, NEW HAMPSHIRE 03246-3603
603-524-4450
TELECOPY: 603-528-3646
E-MAIL: philb@worldpath.net

RECEIVED

APR 19 2007

April 17, 2007

DEPT. OF PLANNING AND LAND USE
TOWN OF GILFORD

Walter Mitchell, Esquire
Mitchell & Bates P.A.
25 Beacon Street East, Suite 2
Laconia, NH 03246-3445

**RE: Town of Gilford - Barbara Aichinger Property
Governor's Island, Gilford, NH
Our File #91-97**

Dear Walter:

I am enclosing a copy of my letter, dated April 3, 2007, to John Ayer, together with the attachments mentioned in said letter.

I stopped in today (Monday, April 16, 2007) to see John, at the Town Hall, but he was away the week at a planning conference.

I represent Governor's Island Club, and the Board of Directors has been asked to approve a house plan for the Aichinger shore lot. The records of the Club and the Supreme Court Case consider the shore lot as one parcel. The Town, however, has recently de-merged the shore front lot into two lots. See letter dated January 15, 2007.

I asked Dave Andrade about this today, and he said about 30 properties have been de-merged by the Planning Office, and the Assessor's office within the last 10 years. This was based on some case Dave recalls against the Town in which the Town took the position that two contiguous non-conforming lots in the same ownership were merged but that the Court held otherwise.

I am trying to advise the Club as to whether one or two shore lots exist. It would seem that some superceding legal precedent or authority should exist to sustain a decision to de-merge the shore lots.

David is pretty close...I have found 23 so far.

Dave also advised me that the Planning Department was not aware of the Supreme Court case that decided that the shore lot could not be subdivided because of insufficient area under the Gilford Zoning Ordinance.

I would like to discuss this with you at your earliest convenience.

Very truly yours,

Philip A. Brouillard

PAB/djs
Enclosures

cc: Mr. John Ayer, Gilford Planning.

RECEIVED

APR 19 2007

DEPT. OF PLANNING AND LAND USE
TOWN OF GILFORD



TOWN OF GILFORD

Recreation Center of New Hampshire

DEPARTMENT OF PLANNING & LAND USE

VIA CERTIFIED MAIL #7006 0100 0005 3554 1926
RETURN RECEIPT

May 23, 2007

Barbara Aichinger
36 Old English Road
Bedford, NH 03110

Re: 554 Edgewater Drive, Gilford, NH -- Tax Map and Lot #221-007.000

Dear Ms. Aichinger:

As you know, questions have been raised about the interpretation I gave you earlier concerning whether your property is legally one lot or two. I have consulted with the town's legal counsel, and have learned that it is indeed one.

I apologize for any inconvenience that my earlier opinion may have caused you. If there are any questions, it would be best if your attorney contacted the town's: Walter Mitchell (524-3885).

Sincerely,

John B. Ayer
Director of Planning and Land Use

cc: Board of Selectmen
Evans E. Juris, Town Administrator
David Andrade, Building Inspector
Appraisal Department
Walter L. Mitchell, Esq.
Patrick H. Wood, Esq.
File

The town should have stepped forward at this point and revealed the other unmerges

**NIGHSWANDER,
MARTIN &
MITCHELL, P.A.**
Attorneys at Law

One Mill Plaza, Laconia, New Hampshire 03246

Telephone: [603] 524-4121

WILLARD G. MARTIN, JR.
WALTER L. MITCHELL
DAVID S. OSMAN
ALEXANDRA T. BREED
MARGARET A. DEMOS
LINDA G. PECK
MITCHELL B. JEAN
STEPHEN R. KAIN
JOHN A. ROGERS
PETER B. HANCE

OF COUNSEL
ARTHUR H. NIGHSWANDER
WILLIAM S. LORD
DAVID L. KENT

December 23, 1986

Mr. John C. Edgar, Administrator
Town of Gilford
Belknap Mt. Rd.
RFD 7, Box 124-A
Gilford, NH 03246

Re: Diamond View/Winsor Transaction
Our file no. 0428/M24771

Dear John:

I have carefully examined the correspondence and plans that you sent to me on the above problem. I have also reviewed copies of the Gilford Planning Board policies, the warranty deed from Diamond View to Winsor and a copy of another plan provided to me by Jeannine Fitzgerald. It is my opinion that the lot purchased by Winsor was not merged with the other Diamond View property and therefore, the transaction was valid and permissible and did not need further subdivision approval.

Rather than explaining my opinion solely in the context of this case, I would like to take this opportunity to try to explain to you, for the guidance of the Town, my overall thoughts and analysis on the so-called "Nighswander Rule" or the "Doctrine of Merger".

A number of years ago, Arthur Nighswander gave to the Town of Gilford, and a number of other towns, an opinion based on a detailed analysis which generally concluded that in the majority of cases, lots, once subdivided, were subject to merging at a later time, and again being treated as one lot, if they came back into common ownership, and if a town's zoning and subdivision regulations had changed to such an extent that the prior described lots no longer were conforming to the present ordinances and regulations.

While I do not have a copy of that opinion before me, it seems that it was first issued in the early 1970's or late 1960's. This is the opinion that later became known as the "Nighswander Rule"; however, I am sure that in the intervening years that term has been used to describe a much broader doctrine than had originally been intended.

The original opinion was based not only on then-existing New Hampshire case law, but also on one of the underlying principles of zoning; i.e., that zoning abhors nonconforming uses and a legitimate goal of a town's ordinances should be eventual elimination of those nonconforming uses, subject to constitutional restrictions. It is my belief that that analysis was and is a valid one and the Doctrine of Merger would be upheld by the New Hampshire Supreme Court. At the same time, however, I need to explain to town officials that it was only contemplated that that doctrine would be applied in limited circumstances and, additionally, subsequent legislative developments have restricted the original application of the doctrine.

In deciding, at the present time, whether two abutting lots should be treated as merged, a sequence of questions must be answered. The first question is whether either of the two abutting lots fail to meet present town zoning and subdivision ordinances. If the answer is no, (i.e. both lots meet current regulations) then the doctrine of merger should not be applied and the individuals should not be required to go back and seek further approval from the Planning Board. (It may be necessary however to obtain the assistance of the Planning Board in making this determination.)

If the answer to the first inquiry is yes, (i.e. one or both of the lots fail to meet current regulations) a second inquiry must be made. That second inquiry requires an analysis of the facts in light of the protections afforded by R.S.A 674:39. Those protections, in summary, protect lot owners from subsequent changes in the subdivision or zoning ordinances for a period of twelve (12) months after the date of the Planning Board approval, for a period of four (4) years if "active and substantial development or building" has been begun on the site within the first twelve (12) months and forever once "substantial completion of the improvements as shown on the Plat" have occurred within that four (4) year period. I should point out that these protections do not apply to "regulations and ordinances which expressly protect public health standards such as water quality and sewage treatment requirements". Additionally, you should understand that these statutory protections apply only to lots which at one time or another have been approved by the town's Planning Board. This statute does not afford protection to lots that were created prior to the establishment of the town's Planning Board.

If the lots in question appear to be subject to the Doctrine of Merger after examination in light of the two levels of inquiry described above, then a third inquiry must be made before finally concluding that the Doctrine of Merger does apply. That question is whether, based on the facts of the individual situation, the land owner has obtained vested rights to continue to use that piece of land as a separate lot, even if it is held in common ownership with the abutting piece. The concept of vested rights is complicated because, while the Courts have laid out some general guidelines, each individual case must be examined and analyzed based on its own facts. Basically, the Courts tell us that at some point in time, when a land owner has made a substantial investment of money in improvements on the land, he has gained a vested right to continue that use. Our Courts have told us that the investment must be in the actual improvement rather than preliminary planning or engineering costs. Beyond that they have not given us any specific

Mr. John C. Edgar, Administrator

December 23, 1986

Page 3

guidance, probably as the Courts have stated, because each case needs to be examined on its own facts. In light of this, it is necessary that the town examine each case on its individual facts, if it is necessary to get to this third level of inquiry.

In conclusion, if one or both of the lots in question do not meet current regulations, if they are not protected by the application of the provisions of R.S.A. 674:39, and if there are no special facts about the situation which would grant to the owner of the property the protection of "vested rights", then the lots should be treated as merged for the purposes of the town's zoning ordinances and subdivision regulations.

I think after reading this opinion, you will agree that this rule is more limited and restricted than the broad statements contained in paragraphs 13 and 35 of the document entitled "Gilford Planning Board Policies". I should also point out that it is my understanding that these "policies" have never been adopted as part of the Gilford Subdivision Ordinances and in addition, are not given to the members or the public when they request copies of those regulations. While the Planning Board has used them for guidance, they are not binding on the Board, or any of its members.

If you should have any further questions, please feel free to contact me.

Very truly yours,


Walter L. Mitchell

WLM/rwk