



REAL ESTATE AUCTION

OF THE PROPERTY LOCATED AT

34 GRANDVIEW ROAD, LEMPSTER, NH

SATURDAY JUNE 18th @ 11:00 AM

PREVIEW DATE:

SATURDAY JUNE 4TH FROM 11:00 AM – 12:00 PM

3 PARCELS TO BE SOLD TOGETHER AT AUCTION

SPELLMAN AND MALLOCH REAL ESTATE AUCTIONEERS

1892 COUNTY ST. DIGHTON, MA 02715

Tel: 508-631-5533

Email: cj@spellmanandmalloch.com

AUCTIONEER: LAWRENCE SPELLMAN LIC NO. AUC

#MA3230

BIDDER PROPERTY INFORMATION PACKET

Dear Prospective Bidder:

We are happy to provide you with this detailed Bidder's packet with the regard to the Retirement Auction of **HERSEY ACRES LLC** at 34 Grandview Road in Lempster, NH.

This auction will be held on June 18th at 11:00 AM at the property site located at 34 Grandview Road, Lempster NH, 03605. Parties interested in bidding may register any time prior to sale or on the day of the auction starting at 9:00 AM

Preview will be held on Saturday June 4th from 11:00 AM to 12:00 PM

The required non-refundable deposit money for this auction on the real estate property will be \$25,000 U.S. funds in the form of cash, bank wire (must be received prior to auction) or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers" or to yourself to be endorsed to Spellman and Malloch and deposited with the Auctioneer as a qualification to bid. The deposit will be accelerated to equal (10%) of the purchase price including the 10% buyer's premium within ten (10) business days of the auction, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers." The successful bidder(s) must sign a purchase and sale contract, calling for a closing within forty-five (45) days of the public sale, but no later than August 2nd, 2022, at which time the balance will be due in U.S. funds. All property will be sold "as-is, where-is", "with all defects" and no warranty or representation. The information we are supplying is for informational purposes only.

Please contact our team with any questions with regard to this property or the auction process. We are here to make the auction process as easy as possible. We look forward to working with you.

For further information please visit www.spellmanandmalloch.com or contact either Carl Malloch at 508-631-5533 or Larry Spellman at 603-539-1692.

Sincerely,

Spellman and Malloch Real Estate Auctioneers

TABLE OF CONTENTS

- DISCLAIMER.....PAGE 4
- PROPERTY INFORMATION.....PAGE 5
- INFORMATION & TERMS OF SALE.....PAGE 7
- AUCTION TERMS AND CONDITIONS...PAGE 9
- WARRANTY DEEDPAGE 10
- PROPERTY RECORD CARDS.....PAGE 14
- EXCAVATION PERMIT REVIEW.....PAGE 19
- EXCAVATION PERMIT RENEWAL.....PAGE 21
- EXCAVATION TAX CERTIFICATE.....PAGE 26
- CONTINUATION CERTIFICATE.....PAGE 28
- SOIL TESTSPAGE 30
- PURCHASE & SALE.....PAGE 32

DISCLAIMER:

All material and information contained and provided within this packet is made available for informational purposes only and was derived from sources believed to be reliable and true. Information contained on the website, this information packet, or auction flyers/signage does not constitute a representation, warranty or guarantee of any kind by the Auctioneer and/or Seller and/or their Attorneys, Agents or Employees of the exactness, accuracy or completeness of any information herein, nor do they have any obligation to update this information. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees expressly disclaim any responsibility or accountability thereof. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees shall have no liability whatsoever for any loss, cost or damage arising there from.

Any terms relating to the sale are subject to changes prior to, or on the day of the auction. Announcements made on the auction block shall take precedence and supersede any previously printed material or any other oral statements made by any of the previously mentioned parties herein. Prior to the auction, prospective bidders should make such investigation as they deem appropriate and shall rely entirely on their own information, judgement and inspection of the property. Prospective bidders are encouraged to evaluate and perform their own due diligence. Potential purchasers are encouraged to seek information from professionals regarding any specific issue or concern.

No representations or warranties of any kind are made with respect to the property to be sold. All property will be sold on an "as-is, where is" and "with all defects."

The Auctioneer is acting solely as an agent for the seller in marketing and negotiating the sale of the property, and as such has a fiduciary duty to disclose information to the seller, which is material to the sale, which is acquired from the buyer or any other source. The purchaser(s) agrees that the seller and auctioneer have made no warranties of any kind regarding the value, condition, habitability, merchantability or fitness of the property for any purpose.

The Seller and Auctioneer have the right to postpone or cancel in whole or in part, in their sole discretion, and to modify and/or add any terms and conditions of the sale, or announce such modifications or additional terms and conditions either prior to or at the auction. The Seller and the Auctioneer reserve the right to refuse admittance to, or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or for any other reason.

PROPERTY INFORMATION

Description: MULTIPLE INCOME POTENTIAL. Three Parcels at Public Auction to be sold together. Existing Gravel Removal Permit in Place. Approx. 15 minutes from Lake Sunapee and Sunapee Ski area. Frontage on Rte. 10 in Lempster & Goshen.

Parcel 5: Assessor's Map 000201 / Lot 005000 (Lempster, NH) – a 51 acre (+/-) lot of land

Parcel 6: Assessor's Map 000201 / Lot 006000 (Lempster, NH) – a 18 acre (+/-) lot of land improved by 3 buildings: a 2114 sqft Residential Home. Including 4 bedrooms, 3 full baths built in 1903. A wood framed barn with an overhang and 2 garage doors. A 63' x 62' garage with 22' ceilings. 200 Amp service, metal roof. See website for more pictures.

Parcel 12: Assessor's Map 000402 Lot 12 (Goshen, NH) – A 1.8 acre (+/-) lot of land abutting Parcel 5.





INFORMATION & TERMS OF SALE

PREVIEW DATE: Saturday – June 4, 2022 from 11:00 AM – 12:00 PM

AUCTION DATE: Saturday – June 18, 2022 at 11:00 AM

AUCTION LOCATION: On-site – 34 Grandview Road, Lempster, NH 03605

TYPE OF SALE: Public Real Estate Auction

SELLER: Retirement Auction of Hersey Acres LLC

FINAL BID CONFIRMATION: Seller reserves the right to accept or reject any and all bids. Bidding increments shall be at discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Final bid is subject to confirmation by the seller.

DEPOSIT: In order to qualify as a bidder and bid at the auction one must register on-site the day of the auction or before the auction. Bidder must be present on auction day with a \$25,000 deposit. The deposit must be in the form of cash, bank wire (received before the auction) or certified bank check made payable to “Spellman and Malloch Real Estate Auctioneers” or buyer and then endorse to “Spellman and Malloch Real Estate Auctioneers”. **NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED.**

The deposit must be accelerated to equal ten percent (10%) of the purchase price within ten (10) days of auction in the form of cash, bank wire, or certified bank check made payable to Spellman and Malloch Real Estate Auctioneers.

REGISTERING TO BID:

Registration will take place any time prior to sale or on the day of the sale starting at 9:00 AM on Saturday, June 18th, 2022. In order to register to bid at the auction, bidders must have positive identification and the required deposit amount indicated in the advertised Terms of the Sale. **NO PERSONAL OR BUSINESS CHECKS WILL BE EXCEPTED.** Once registered you will have your bidder card to raise when you would like to make a bid.

WINNING BIDDER:

The winning bidder will be required to sign in duplicate a Purchase & Sale Agreement at the auction. According to the Purchase & Sale Agreement, winning bidders will be required to close on the subject property within 45 days, but no later than August 2, 2022. Property will be sold "as-is." We make no representations, warranties, or guarantees as to the accuracy of the information provided and urge all bidders to rely entirely on their own inspection and investigation of the premises. Other terms to be announced at the sale.

AUCTIONEER'S NOTE:

Announcements made on the auction block will take precedence over any previously written or published content. Auctioneer reserves the right to accept or reject any and all bids. Bidding increments shall be at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Announcements made on the auction block take precedence over any previously printed or any oral statements made.

BUYER'S PREMIUM:

There will be a Buyer's Premium (BP) of 10% added to the winning high bid. The high bid amount plus the Buyer's Premium shall constitute the Total Sale Price. The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

PROCESSING AND RECORDING FEES:

At closing, buyer and seller will be responsible for their legal processing fees to be determined. The Balance Due from the buyer is the Total Amount of Sale less the deposit paid at the auction (including the accelerated deposit). The Balance Due must be paid within 45 days of the auction. Time is of the essence.

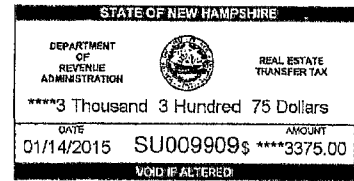
PURCHASE & SALE AGREEMENT:

A copy of the Purchase and Sale Agreement is available for your review prior to the auction. At the auction, the final copy will be provided to all the qualified bidders. This will be signed by the successful high bidder upon confirmation of sale.

AUCTION TERMS AND CONDITION:

1. Any person or entity intending to bid on the subject premises, must deposit prior to sale, \$25,000 U.S. funds in the form of cash, bank wire (received prior to the auction) or certified bank check made payable to “Spellman and Malloch Real Estate Auctioneers” or to bidder to be endorsed to “Spellman and Malloch Real Estate Auctioneers” and deposited with the Auctioneer as a qualification to bid. The deposit must be accelerated to equal ten percent (10%) of the purchase price within ten (10) days of auction, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to “Spellman and Malloch Real Estate Auctioneers.” Deposits of unsuccessful bidders will be returned upon conclusion of the sale. Deposits tendered by successful bidders shall be non-refundable and shall become the property of the Seller upon the Seller’s acceptance of the successful bidder’s highest bid.
2. The successful bidder(s) must sign a Purchase & Sale Agreement, calling for a closing within forty-five (45) days of public sale but no later than August 2nd, 2022, at which time the balance will be due in certified U.S. funds. Failure to pay remainder of the purchase price will result in the forfeiture of the deposit and the sale may be made to the second highest bidder. All buyers(s) will be required to pay a buyer’s premium of ten percent (10%)
3. The sale will be on an “As-is, Where-is” basis without any warranty whatsoever as to the condition of the premises or fitness for a particular purpose and will be made subject to any conditions a title search would reveal (including recorded leases), any unpaid real estate taxes or sewer assessments, and any facts which an inspection or survey of the premises might show.
4. The above terms are subject to change. Final additional terms will be announced at the sale.

Sign & Date: _____



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, GAIL E. PECK, unmarried, of Lempster, New Hampshire, for consideration paid, grant to HERSEY ACRES LLC, a New Hampshire limited liability company whose present mailing address is PO Box 664, Enfield, New Hampshire 03748, with **WARRANTY COVENANTS**,

A certain tract or parcel of land, with the buildings thereon, situated in Lempster, County of Sullivan and State of New Hampshire, and a portion of said land being in Goshen, in said County, and bounded and described as follows:

Beginning at the southwest corner of the premises herein described as Lot No. 57; thence Northerly by land now or formerly owned by A.B. George to the highway; thence across said highway by land formerly owned by Lucius A. Purmort to the Town Line; thence Easterly by said Town Line on Lot No. 58 to the highway leading to East Lempster; thence Southerly on the westerly side of the highway to land now or formerly of Alanson B. George; thence Westerly by said George land until it strikes the west half of Lot No. 57; thence Southerly on the west line of said George land to the south line of said lot; thence Westerly on the line of said lot to the first mentioned bound, containing eighty-five (85) acres, more or less.

Excepting and reserving all the rights and easements granted by Leonard W. Tattrie and Ruth A. Tattrie to the Mutual Public Service Company of New Hampshire in December, 1938 by deed recorded in Sullivan County Records, Vol. 264, Page 570.

Excepting and reserving also all the rights and easements granted by Leonard W. Tattrie and Ruth A. Tattrie to the New Hampshire Co-operative, Inc., October 3, 1939 by deed recorded in Sullivan County Records, Vol. 271, Page 43.

"An examination of the chain of title to said land will disclose that for many transfers and over a period of many years the above land has been described as situated in Lempster without reference to being partly in Goshen, but such examination of the title and of the maps showing the Town Lines will disclose that the expression "Easterly on said Town Line on Lot No. 58 to the highway leading to East Lempster" conveys the land to the said highway and said land would be in Goshen. The description in a deed from Jasper Way to Alanson Way, dated April 2, 1837 and recorded in Sullivan County Records, Vol. 22, Page 520 states 'Easterly on line between the Towns of Lempster and Unity to Sugar River', the land at that time going to the river. Consequently, the Town Line formerly intended was the old Town Line between Lempster and Unity through land now in the Town of Goshen. Furthermore, taxes have been paid by Elbert F. Powell and Statia B. Powell and by their predecessors to the Town of Goshen on said land."

Further excepting and reserving all the rights and easements as granted by Elbert F. Powell and Statia B. Powell to the Public Service Company of New Hampshire and N.E. Tel. & Tel. Company June 30, 1956 by deed recorded in Sullivan County Records, Vol. 376, Page 48.

Excepting and reserving the premises conveyed to George A. Greer by warranty deed dated January 25, 1988 and recorded in Volume 841, Page 115 of the Sullivan County Registry of Deeds and which are shown as Lot 1 on a plan entitled "Alice DeBaun and Elinor Neuhauser" dated January, 1988 and recorded in Pocket 13, Folder 3, Number 34 of Planfile 2 of the Sullivan County Registry of Deeds.

Also excepting and reserving the portion of said 85-acre premises situated on the southerly side of Grand View Road, which were conveyed to Elinor T. Neuhauser by warranty deed to have been recorded in the Sullivan County Registry of Deeds. Said Neuhauser property is all of Volume 459, Page 357 remaining after the two lots were subdivided per the "Alice DeBaun and Elinor Neuhauser" Plan.

The within conveyance is made subject to a Current Use Taxation Lien in favor of the Town of Lempster recorded June 11, 1985, in Volume 778, Page 448 of the Sullivan County Registry of Deeds, to the extent applicable.

Meaning and intending to describe and convey all and the same premises as were conveyed to George A. Peck and Gail E. Peck, as joint tenants with rights of survivorship, by Alice T. DeBaun by warranty deed dated September 11, 1997, recorded in Volume 1130, Page 277 of the Sullivan County Registry of Deeds.

Also, a certain tract of land, with the buildings thereon, situate in Lempster, County of Sullivan and State of New Hampshire, bounded and described as follows: On the East by the main highway leading from Newport, New Hampshire to Keene, New Hampshire; on the South by the road leading from the State Highway Westerly along land of William George; on the West by land of Solon Walter; on the North by land of said Walter.

Together with a right of entry and egress upon land of William George for the purpose of trimming trees on said George's land to prevent obstruction of the main highway.

Also a right to pass over the land of said William George to a brook upon said George's land for the purpose of securing ice and water.

Said tract contains thirty (30) acres, more or less.

Subject to the easements or rights-of-way, if any, and so far as the same may be applicable to the above-described premises, of the Mutual Public Service Company of New Hampshire, New Hampshire Electric Cooperative, Inc., the Telephone Company and Melvyn G. Pierce.

Meaning and intending to describe and convey all and the same premises as were conveyed to George A. Peck and Gail E. Peck, as joint tenants with rights of survivorship, by Leroy M. Cahoon and Doris L. Cahoon by warranty deed dated November 7, 1996, recorded in Volume 1104, Page 735 of the Sullivan County Registry of Deeds on November 15, 1996.

The said George A. Peck died July 20, 2012 leaving sole title to the within-conveyed premises in Gail E. Peck as surviving joint tenant (see Certificate of Death to be recorded in said Registry).

Signed this 31 day of December, 2014.



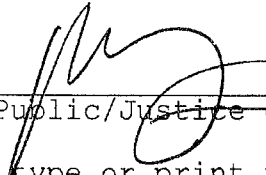
 Gail E. Peck

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN

December 31, 2014

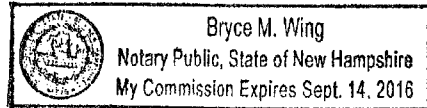
Personally appeared GAIL E. PECK, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

Before me,



~~Notary Public/Justice of the Peace~~

(Please type or print name)
My commission expires:





Property Card: 34 GRANDVIEW ROAD
 Town of Lempster, NH



Parcel ID: 201-006-000-000
PID: 000201006000000000
Owner: HERSEY ACRES LLC
Co-Owner:
Mailing Address: P.O. BOX 664
 ENFIELD, NH 03748

General Information

Assessed Value

Map: 000201
Lot: 006000
Sub: 000000

Land: 133200
Buildings: 167700
Extra Features: 52800
Total: 353700

Land Use: 1F RES
Zone: RESIDENTIAL
Land Area in Acres: 18
Current Use: N
Neighborhood: N-F
Frontage: 12000
Waterfront: N
View Factor:

Sale History

Book/Page: 1934-0063
Sale Date: 1/14/2015 12:00:00 AM
Sale Price: 225000

Building Details

Model Description: CAPE
Living Area: 2114
Year Built: 1903
Building Grade: AVG+20
Stories: 1.50 STORY FRAME

Condition: GOOD
Depreciation: 0
No. Bedrooms: 3
No. Baths: 2
Adj Bas: 0



www.cai-tech.com

4/6/2022

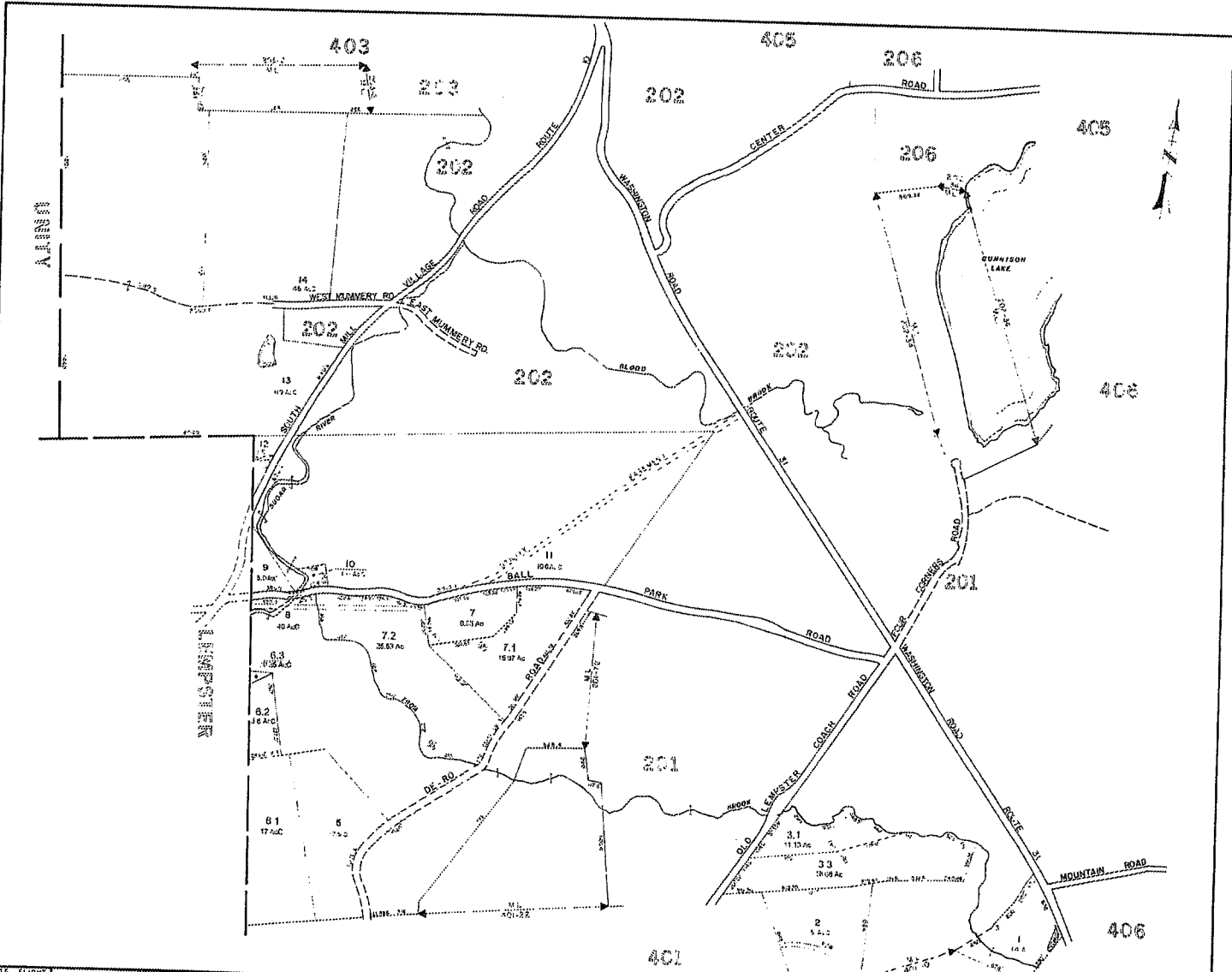
Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.



Property Card: GRANDVIEW ROAD
Town of Lempster, NH

<p style="text-align: center; color: lightgray; font-size: 2em;">NO PHOTO AVAILABLE</p>	<p>Parcel ID: 201-005-000-000 PID: 000201005000000000</p> <p>Owner: HERSEY ACRES LLC Co-Owner: Mailing Address: P.O. BOX 664 ENFIELD, NH 03748</p>
	<p style="text-align: center;">Assessed Value</p>
<p style="text-align: center;">General Information</p> <p>Map: 000201 Lot: 005000 Sub: 000000</p> <p>Land Use: 1F RES Zone: RESIDENTIAL Land Area in Acres: 51 Current Use: Y Neighborhood: N-F Frontage: 2000 Waterfront: N View Factor:</p>	<p>Land: 71715 Buildings: 0 Extra Features: 0 Total: 71715</p> <p style="text-align: center;">Sale History</p> <p>Book/Page: 1934-0063 Sale Date: 1/14/2015 12:00:00 AM Sale Price: 225000</p>
<p style="text-align: center;">Building Details</p>	
<p>Model Description: Living Area: 0 Year Built: 0 Building Grade: Stories:</p>	<p>Condition: Depreciation: 0 No. Bedrooms: 0 No. Baths: 0 Adj Bas: 0</p>





DATE FLIGHT
MAY 4, 2014

DATE DELIVERY
NOV 20, 2015

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY. IT IS NOT VALID FOR LEGAL DESCRIPTION NOR CONVEYANCE.

PRODUCED BY
CAI Technologies
11 PLEASANT STREET, LITTLETON, NEW HAMPSHIRE 03041
508.228.4501 - WWW.CAITECH.COM

LEGEND

ADJACENT SHEET NO. 77

AREA CALCULATED 8.8 AC

AREA SURVEYED 8.8 AC

PLUNK LIGHT

CLOCK NUMBER 23

OWNER OWNERSHIP OR DEVELOPMENT LIST NO. 2014-0000000000

MATCH LINE

RIGHT OF WAY

SCALE DIMENSION 5

SCALE

1 INCH = 400 FEET

0 100 200 300 400

0 100 200 300 400

TOWN OF
GOSHEN

MAP NO
402

REVISED THROUGH

2060's

ST. MARY'S

202

MILL



13

119 AcC

920'S

SOUTH RIVER

2025'

12

18 AcC

835'S

830'S

SUGAR

GRANDVIEW RE. 10

RE. 10

9

3.0 AcC

380'S

208

208

10

1.0 AcC

350'S

225'S

407'E

127.1'

125.1'

92.3'

83.38'

8

40 AcC

300'

312'

302.51'

360.51'

LEMP'S

6.3

0.25 AcC

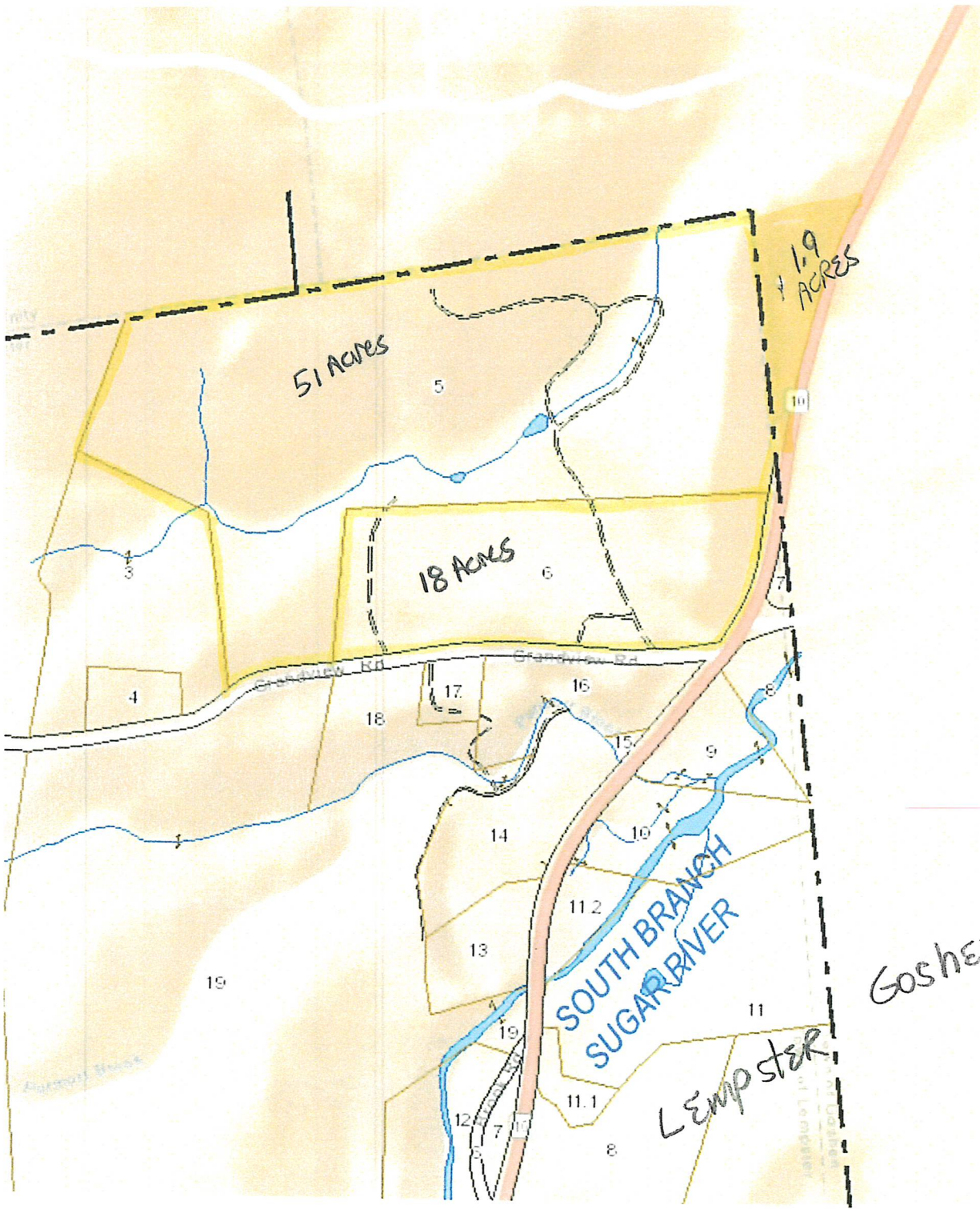
612'

7.2

25.63 Ac

768'

TRG.



51 ACRES

18 ACRES

1.9 ACRES

SOUTH BRANCH
SUGAR RIVER

Lempster

Goshen

4

17

16

18

15

9

14

10

19

13

11

11.2

11.1

8

12

7

19

10

**Lempster Planning Board
Hersey Acres, LLC
Excavation Permit Review
Minutes
Monday, October 5, 2020
3:00 p.m.**

Location: Hersey Acres, LLC Excavation Pit
Route 10, Lempster, NH

Board members present: William Rodeschin, Mark Adams, Kirt Wirkkala
Everett Thurber, Select Board ex officio

No one was present to represent owner, Hersey Acres, LLC

The Board met at the locked gate entrance off of Route 10 which borders the Goshen town line.

Safety regulations were noted on an entrance sign. It was observed that a limited amount of material had been taken from a stockpile near the road. One piece of process equipment was present in the Phase 2 area of the pit and some material seemed to have been excavated in this area. A pile of broken rock appears to have been brought in and stockpiled at the site.

Also, a pile of road bed material containing gravel and asphalt appears to have been trucked in and stockpiled. No large disturbances were noted from the previous year.

Pit runoff towards Route 10 seemed to be controlled properly. Culverts were clear and a retention pond held back recent rain water.

The site seemed to be in compliance at this time.

The site walk was concluded at 3:40 p.m.

Respectfully submitted,

Kirt Wirkkala
Secretary

Lempster Planning Board
P.O. Box 61
Lempster, N.H. 03605

November 13, 2020

R. Mark Adams, Chairman
William Rodeschin, Vice Chairman
Kirt Wirkkala, Secretary
David Richards
Everett Thurber, ex officio

Mr. Tom Hersey
P.O. Box 664
Enfield, N.H. 03748

Re: Excavation Site Route 10, Lempster

Dear Mr. Hersey:


As you are aware, the Planning Board conducted a review of your excavation site on October 5, 2020.

No violations of your excavation permit were found.

Very truly yours,

R. Mark Adams
Chairman
RMA/lym

11/18/2020 – Photographs taken are enclosed



RENEWAL FOR PERMIT
FOR EXCAVATION
TOWN OF LEMPSTER

Planning Board Case Number 2020 Ren.

Owner/Applicant: Hersey Acres, LLC

Current Mailing Address: P.O. Box 664, Enfield, N.H. 03748

Telephone Number: 603-632-7955

Date of Issuance of Original Permit: 3/9/2015

Length of permit Period: Five (5) years

Renewal Date: 3/9/2020

Renewal Due Date of this Permit: 3/9/2025

See any conditions of approval on the attached.

Signatures of Planning Board:

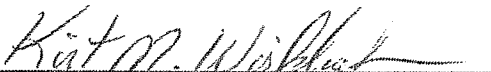
Date: March 9, 2020



R. Mark Adams, Chairman



William G. Rodeschin



Kirt M. Wirkkala



David Richards



Everett Thurber

Hersey Acres, LLC
Case #: 2020 Renewal #1

Conditions of Approval:

Hours of hauling: Six days a week, Monday through Saturday, 6:00 a.m. to 5:00 p.m. Hauling may be done on Sundays only under extraordinary circumstances.

The renewal permit shall expire in five (5) years, i.e. March 9, 2025.

Continuation Certificate from Western Surety Company, Bond No. 62699477 in the amount of \$30,000.00 for the term 3/7/2019 and ending 3/7/2022 is on file.*

Phases 1, 2 and 3 are hereby permitted and bonded. Note: for any change regarding additional phases that permittee may want to excavate said permittee must re-approach the Lempster Planning Board and also obtain appropriate bonding.

The Planning Board will conduct an annual review of the excavation and its conditions.

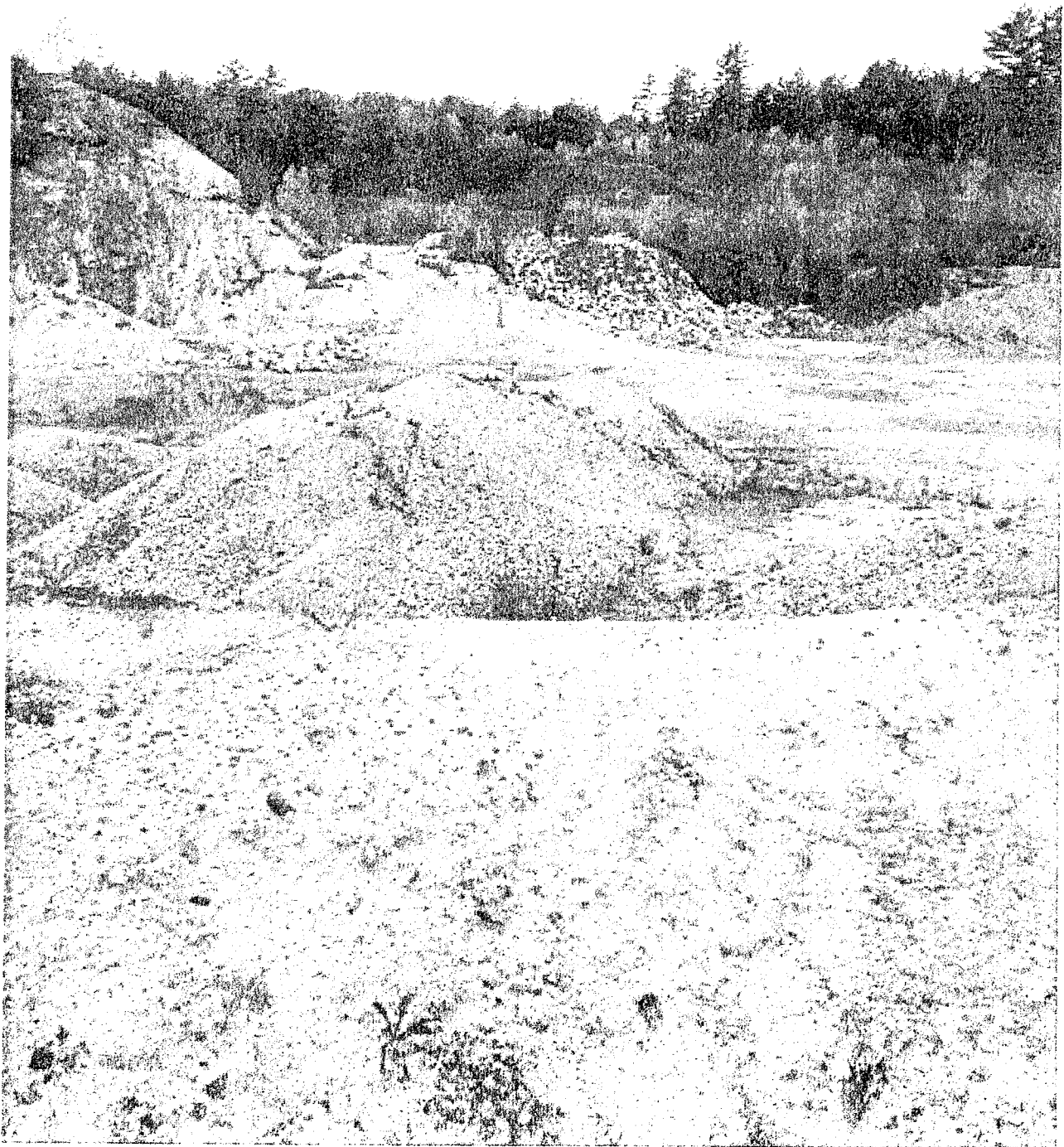
This permit is issued and accepted on condition that all regulations now adopted by the Town of Lempster and the State of New Hampshire shall be complied with.

That any change in scope or design must be preceded by a new application and permit.

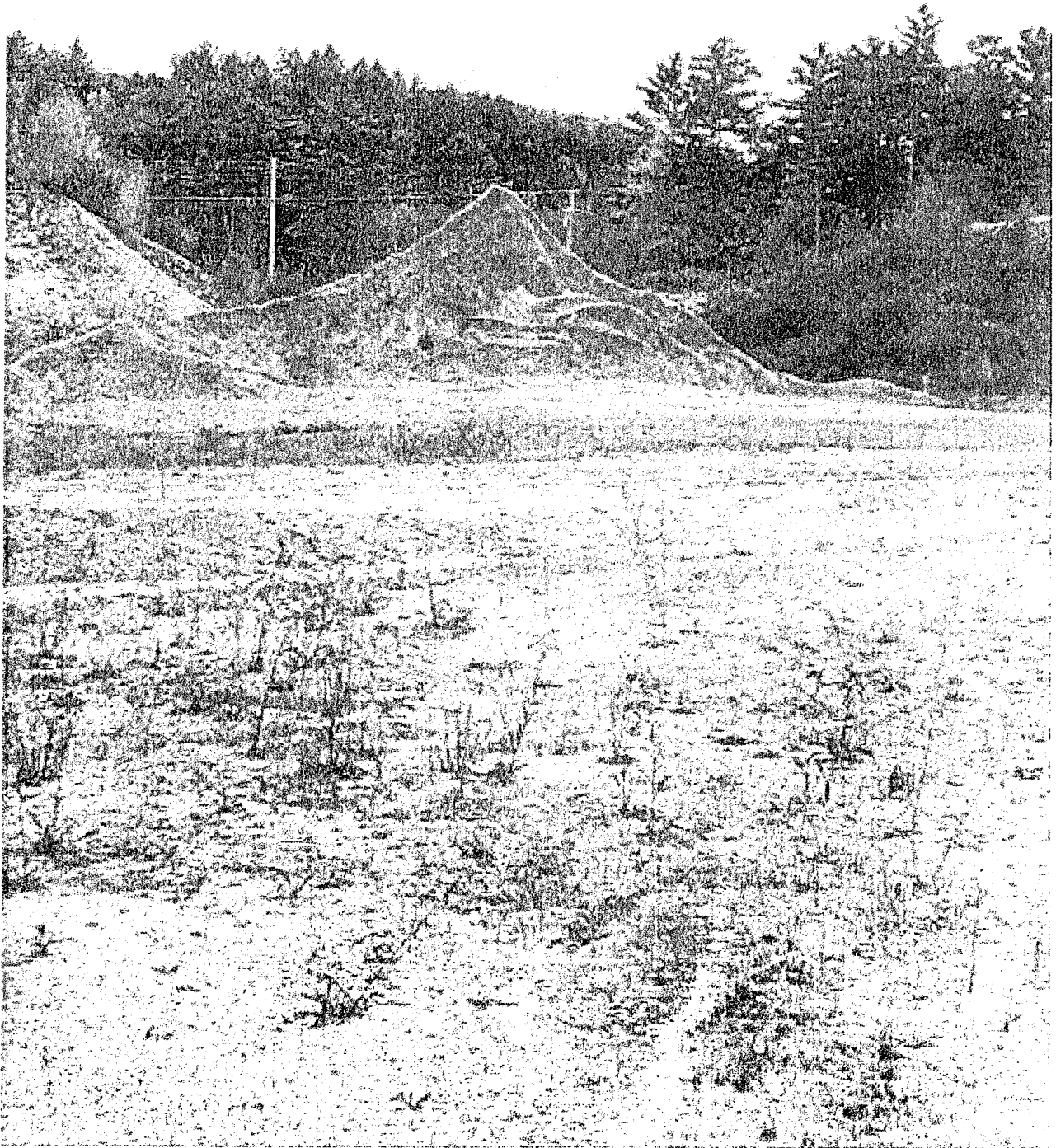
That the applicant is responsible for any additional expenses incurred in the proper technical review of new or amended excavation proposals included but not limited to engineering studies, hydrogeological studies, and legal review.

*As per the current policy of the Lempster Planning Board the next bond renewal must extend to the end of April 2022.

10/15/2020
Horsby



10/5/2020
Hertsey



10/5/2020
Hershey





Lindsey M. Stepp
Commissioner

State of New Hampshire
Department of Revenue Administration
Municipal and Property Division

109 Pleasant Street
PO Box 487
Concord, NH 03302-0487
(603) 230-5090
www.revenue.nh.gov



Carolynn J. Lear
Assistant Commissioner

EXCAVATION TAX CERTIFICATE
POST IN A CONSPICUOUS PLACE ON OPERATION SITE

2
0
2
2

THIS CERTIFICATE EXPIRES 03/31/2023
OPERATION # 22-179-01-E

Owner: HERSEY, TODD

In accordance with the provision of RSA 72-B:8, per the approval of the Notice of Intent to Excavate filed in the Town/City of GOSHEN, this certifies the individual stated above to excavate earth on Tax Map and Lot # 402 / 12.



Lindsey M. Stepp
Commissioner

State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 3718
Concord, NH 03302-3718
(603) 230-5000
www.revenue.nh.gov



Carolynn J. Lear
Assistant Commissioner



TODD HERSEY
PO BOX 664
ENFIELD NH 03748-0664

Date: March 31, 2022
Letter ID: L0000440798
Case ID: 0-000-208-981

EXCAVATION TAX CERTIFICATE

Enclosed is a copy of the Excavation Tax Certificate for Operation Number **22-179-01-E**. Prior to the commencement of the operation, post this certificate in a conspicuous place on the property where the excavation will take place.

Attached you will also find a copy of the Report of Excavated Material. You must complete and remit copies of this form to the Department and to the municipal assessing officials where the operation takes place no later than 30 days following the completion of the operation or the sale of the property or by April 15th, 2023, whichever comes first.

The Report of Excavated Material due to the Department can be emailed to gravel@dra.nh.gov or mailed to the following address:

NH Department of Revenue Administration
109 Pleasant Street
PO Box 487
Concord, NH 03302-0487

If you have any questions regarding this correspondence, contact the Department between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

NH Department of Revenue Administration
Municipal and Property Division
(603) 230-5950

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 62699477 briefly described as EXCAVATION TOWN OF LEMPSTER

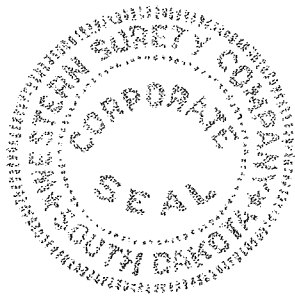
for THOMAS HERSEY CONSTRUCTION LLC

_____, as Principal,

in the sum of \$ THIRTY THOUSAND AND NO/100 Dollars, for the term beginning March 07, 2022, and ending March 07, 2025, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 20th day of January, 2022.



WESTERN SURETY COMPANY

By Paul T. Bruflatt
Paul T. Bruflatt, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One EXCAVATION TOWN OF LEMPSTER
bond with bond number 62699477
for THOMAS HERSEY CONSTRUCTION LLC
as Principal in the penalty amount not to exceed: \$30,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

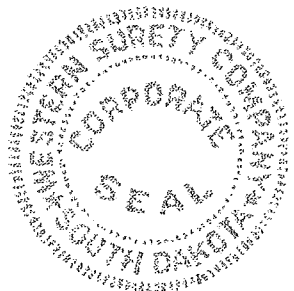
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President _____ with the corporate seal affixed this 20th day of January, 2022

ATTEST

P. Leitheiser
P. Leitheiser, Assistant Secretary

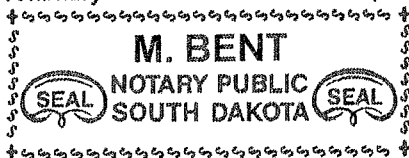
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 20th day of January, 2022, before me, a Notary Public, personally appeared Paul T. Bruffat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



M&W SOILS ENGINEERING, INC

SOILS AND CONCRETE LABORATORY

159 East Street
PO Box 1466
Charlestown, NH 03603
603-826-5873

MECHANICAL ANALYSIS OF AGGREGATES AND GRANULAR MATERIAL

Project: **HERSEY CONSTRUCTION**

Type of Material: Septic Sand	Sample #: 5522SepticSand
Source of Material: Hersey Pit, Lempster	Date in Lab: 5-5-22
Sample from: Thomas Hersey	Date Tested: 5-5-22
Report To: Thomas Hersey	Technician: R. Rhoades

Sieve	Weight	% Retained	Cumulative % Retained	Cumulative % Finer	Specification (NH Presby)	Specification (C-33)
3/4"	0.0	0.0	0.0	100.0	100	
3/8"	0.0	0.0	0.0	100.0		100.0
4	0.5	0.1	0.1	99.9		95-100
8	90.5	13.4	13.5	86.5		80-100
10	28.3	4.2	17.7	82.3	65-100	
16	132.3	19.6	37.3	62.7		50-85
30	132.5	19.6	56.9	43.1		25-60
35	32.0	4.7	61.6	38.4	10-60	
50	116.9	17.3	79.0	21.0		10-30
60	32.9	4.9	83.8	16.2		
100	69.4	10.3	94.1	5.9		2-10
200	34.0	5.0	99.2	0.8	0-3	
pan	5.4	0.8	100.0	0.0		

Moisture Content: 3.1 %

This sample meets the NH Presby System Sand specification
This sample meets the gradation specification as ASTM C-33, Concrete Sand

M&W SOILS ENGINEERING, INC

SOILS AND CONCRETE LABORATORY

159 East Street
 PO Box 1466
 Charlestown, NH 03603
 603-826-5873

MECHANICAL ANALYSIS OF AGGREGATES AND GRANULAR MATERIAL

Project: **HERSEY CONSTRUCTION**

Type of Material: Bank Run Gravel	Sample #:	55BankRun
Source of Material: Hersey Pit, Lempster	Date in Lab:	5-5-22
Sample from: Sampled by T. Hersey	Date Tested:	5-5-22
Report To: Thomas Hersey	Technician:	R. Rhoades

Sieve	Weight	% Retained	Cumulative % Retained	Cumulative % Finer	Specification (NHDOT 304.2)
6"	0.0	0.0	0.0	100.0	100
4"	0.0	0.0	0.0	100.0	
3"	0.0	0.0	0.0	100.0	
2-1/2"	0.0	0.0	0.0	100.0	
2"	0.0	0.0	0.0	100.0	
1-1/2"	465.2	2.4	2.4	97.6	
1"	702.2	3.7	6.1	93.9	
3/4"	559.1	2.9	9.1	90.9	
1/2"	805.2	4.2	13.3	86.7	
3/8"	600.1	3.1	16.4	83.6	
#4	2492.0	13.1	29.5	70.5	25-70
pan	13434.5	70.5	100.0	0.0	

Sand Sieves	Weight	% Retained	Cumulative % Finer Sand Portion	Cumulative % Finer Total Sample	Specification
#4	0.0	0.0	100.0	70.5	
#8	121.6	22.9	77.1	54.3	
#20	181.8	34.3	42.8	30.2	
#40	152.4	28.7	14.1	9.9	
#100	67.3	12.7	1.4	1.0	
#200	3.8	0.7	0.7	0.5	0-12
pan	3.8	0.7	0.0	0.0	

Moisture Content: 3.9 %

PURCHASE & SALE AGREEMENT

This Purchase and Sale is made this ____ day of _____, 2022, by and between Hersey Acres LLC, (the “Seller”) Spellman and Malloch Real Estate Auctioneers (the “Auctioneer”) and _____, the high bidder (the “Buyer”) at the public auction described below.

1. SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted June 18th, 2022, by the Auctioneer, the Buyer, as the highest bidder, agrees to purchase the property described below (the “Property”) in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The “property of land and buildings” at 34 Grandview Road, Lempster, N.H., also known and which can be identified as Lempster N.H. Assessor’s Map 00021/Lot 005000, 51 Acres, 00021/006000, 18 Acres and Goshen N.H. Assessor’s map 000402 Lot 12 a 1.8 Acre parcel.

Property Address: 34 Grandview Road, Lempster, N.H. 03605

3. TRANSFER OF THE PROPERTY

The property shall be conveyed by the usual State of New Hampshire Quitclaim Deed. The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes and zoning ordinances.

The total bid price will be set forth as the consideration in the deed to the property.

PRICE AND DEPOSIT

The agreed purchase price for said premises is _____ and NO/100 (\$_____.00) dollars (highest bid plus applicable 10% buyer’s premium), of which

\$25,000.00 has been paid as a non-refundable deposit this day and \$_____ accelerated deposit will be paid within 10 business days of this day (10% of the purchase price including Buyers Premium) in the form of cash, bank wire, or certified bank check

\$_____ are to be paid at the time of delivery of the Deed in cash, or by certified cashier’s, treasurers, or bank check(s)

\$_____ **TOTAL**

4. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of _____, on or before eleven o’clock (11:00AM) on the forty-fifth day following the date hereof, or such other time and place as may be mutually agreed upon by the seller and the buyer (the “Closing) and such papers shall be held in escrow by Spellman and Malloch Real Estate Auctioneers, until the Closing contemplated by this Agreement.

5. TITLE

In the event the Seller cannot convey title to the property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

6. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by the fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying there for the full balance of the bid price.

7. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer’s nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein

contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

8. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present matter of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller, its agents, employees or representatives nor the Auctioneer not set forth or incorporated in this Purchase and Sale.

9. BUYERS DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including costs and expenses of subsequent sales of the Property or any portion thereof and the attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

10. DEED STAMPS AND RECORDING FEES

The Buyer and Seller shall pay their own recording fees in connection with the transfer of the property.

11. ADJUSTMENTS

Water, gas, real estate taxes for the then current fiscal year, shall be apportioned and adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyers at the time of delivery of the deed.

12. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be constructed as a New Hampshire Contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified, or amended only by a written instrument executed by both the Seller and the Buyer.

If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Purchase and Sale or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Purchase of Sale Agreement as a sealed instrument as of the date first written above.

BUYER

by: _____

BUYER

by: _____

SELLER

by: _____
Hersey Acres LLC

AUCTIONEERS

by: _____
Spellman and Malloch
Real Estate Auctioneers