

ADMINISTRATOR'S SALE

To Settle the Estate of Malcolm Bradsher

288 Acres – 6 Parcels • Route 11
Farmington and Rochester, New Hampshire

Live Onsite Webcast Auction on Tuesday,
June 27 at 11:00 a.m.

59 NH Route 11, Farmington, New Hampshire

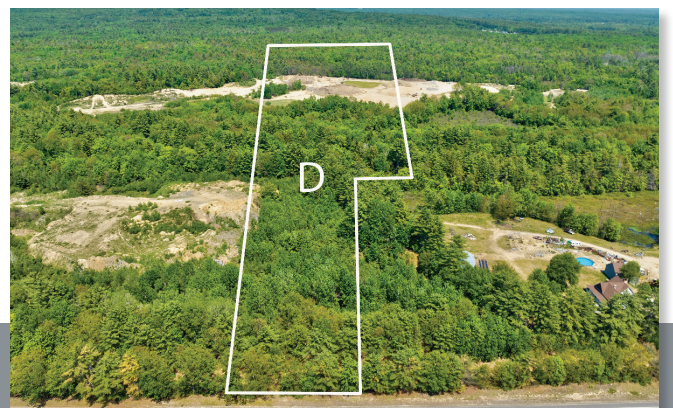
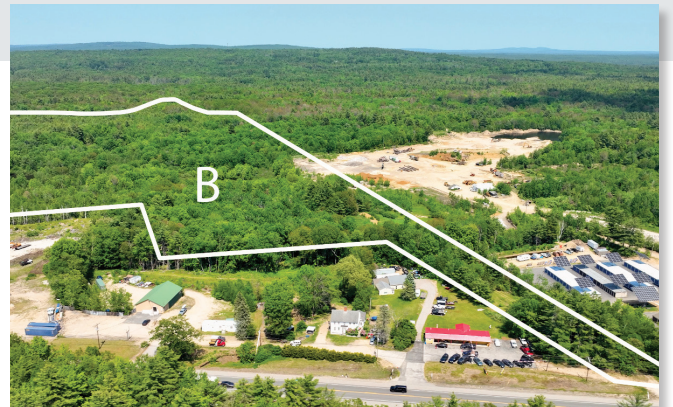
Offered individually, in combination and
the entirety

Formerly operating as an aggregate processing site, this property consists of 6 different parcels and multiple frontage access points on NH Route 11 and fall within the commercial, residential and other zones. The Cocheco River traverses and serves as a boundary on all parcels.

- **LOT 1, PARCEL A:** Farmington Tax Map R14 Lots 12, 13 & R03/2, 94+/- ACRES
- **LOT 2, PARCEL B:** Farmington Tax Map R03 Lot 6, 36+/- ACRES
- **LOT 3, PARCEL C:** Farmington Tax Map R03 Lot 9, 83+/- ACRES
- **LOT 4, PARCEL D:** Rochester Tax Map 208 Lot 12, 75 +/- ACRES

DEPOSIT: A \$20,000 deposit per parcel or a \$100,000 deposit for the entirety by cashier's check payable to Paul McInnis LLC or e-check through Earnnest will be delivered to the auction company as a qualification to bid. Successful bidder(s) to deliver earnest money totaling 10% of the total purchase price less the initial registration deposit at the time and place of auction by personal or business check with the balance due at closing within 30 days of the auction.

BUYER'S PREMIUM: 10% (Ten percent) Buyer's Premium is added to the high bid price to become the total purchase price.



PROPERTY INFORMATION
PACKAGE

paulmcinnis.com

Est. 1976

PAUL MCINNIS LLC

AUCTIONS • REAL ESTATE • RESULTS

TABLE OF CONTENTS

- Auctioneer's Note
- NH Brokerage Relationship Disclosure
- Suggested Due Diligence Checklist
- General Terms & Conditions
- Bidding Sequence
- Maps: Town Tax Maps

Parcel A, - NH Route 11, Farmington, NH 94 +/- Acres

- Executive Summary
- Link to [Assessor's Card](#)
- Photo Page
- Well Lease Information
- Map of Leased Area

Parcel B, - NH Route 11, Farmington, NH 36 +/- Acres

- Executive Summary
- Link to [Assessor's Card](#)
- Photo Page

Parcel C, - 59 NH Route 11, Farmington, NH 83 +/- Acres

- Executive Summary
- Link to [Assessor's Card](#)
- Photo Page

TABLE OF CONTENTS CONTINUED

Parcel D, – Rochester, NH 75 +/- Acres

- Executive Summary
- Link to [Assessor's Card](#)
- Photo Page

Additional Documents

- Link to [Farmington Zoning](#)
- Link to [Rochester Zoning](#)
- Sample Purchase & Sale Agreement
- Fiduciary Deed
- Property Disclosure
- Recorded Lease with Town
- How to Bid Online
- Online Bidder Registration Form

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

AUCTIONEER'S NOTE

Paul McInnis LLC has been commissioned by the Court appointed Co-Administrators of the Malcolm Bradsher Estate to sell, at auction, the assets of the estate. The assets include six different tax parcels of real estate (featured in this package) as well as the business assets. The auction for the business assets can also be found on our website or at auction.paulmcinnis.com/auctions.

We will be offering the six pieces of real estate by way of on-site live virtual webcast auction with pre-bidding. The auction is comprised of two parts, the online-only pre-bidding followed by the live webcast portion of the auction. Pre-bidding will stop at 10:30 a.m. on Tuesday, June 27th and will be rolled into the live webcast which will start June 27th at 11 a.m.

Since some of the properties are abutting each other, we will be offering them individually, in combination, and in the entirety. The purpose is to allow bidders the opportunity to bid on just what they want. The auctioneer will start the auction with PARCEL A through PARCEL D posting the high bids and announcing the bids as pending. Then proceed with the COMBINATION BIDS AND ENTIRETY BIDS. All bids remain open and additional rounds of bidding at the direction of the auctioneer will occur until the auctioneer either declares a lot sold, passed, or closed. All bids are subject to the co-Administrators' right to accept or reject any or all bids. The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction.

If you have any questions about the properties or the auction process, feel free to email paul@paulmcinnis.com or justin@paulmcinnis.com



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF LICENSING AND BOARD ADMINISTRATION
 7 Eagle Square, Concord, NH 03301-4980
 Phone: 603-271-2152

BROKERAGE RELATIONSHIP DISCLOSURE FORM
(This is Not a Contract)

This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information

Right Now, You Are a Customer

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

As a customer, you can expect a real estate licensee to provide the following customer-level services:

- To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.

To Become a Client

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

As a client, in addition to the customer-level services, you can expect the following client-level services

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.
- For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.
- For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

Client-level services also include advice, counsel, and assistance in negotiations.

For important information about your choices in real estate relationships, please see page 2 of this disclosure form.

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).
I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print)		Name of Consumer (Please Print)	
Signature of Consumer	Date	Signature of Consumer	Date
Provided by: Name & License #		Date	(Name and License # of Real Estate Brokerage Firm)
<input type="checkbox"/> consumer has declined to sign this form (Licensees Initials)			

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client, and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client, and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:2, XIII)

A sub-agent is a licensee who works for one firm but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-a)

If another relationship between the licensee who performs the service and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

SUGGESTED DUE DILIGENCE CHECKLIST

For Bidders

Bradsher Real Estate Auction

PRE-BIDDING OPENS: **Wednesday, June 21st at 9:00 a.m.**

PRE- BIDDING CLOSES: **Tuesday, June 27th at 10:00 a.m.**

LIVE VIRTUAL AUCTION - **Tuesday, June 27th at 11:00 a.m.**
59 NH Route 11 Farmington, NH

ITEMS TO COMPLETE –

- Review the Real Estate Brokerage Relationship Form
- Review the General Terms & Conditions for Online Bidders
- Review the Property Information Package and Links to Additional Documents and Due Diligence
- Review the Purchase & Sale Agreement
- Sign up to bid online at auction.paulmcinnis.com/auctions [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

If you would like to complete the Bidder Registration Form electronically, contact admin@paulmcinnis.com and the form will be sent to you through Dotloop.

- Provide Bidder Deposit by check or E-check
- Contact the Auctioneer with any questions paul@paulmcinnis.com or justin@paulmcinnis.com



GENERAL TERMS & CONDITIONS

AGENT OF THE ADMINISTRATORS: Paul McInnis LLC is acting solely as an Agent of the Administrators.

ON-SITE BIDDER REGISTRATION: To bid, any prospective bidder must first request a property information package. The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered at the live auction prior to the start of the auction, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862 It can be emailed to admin@paulmicnnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmicnnis.com.

ONLINE BIDDER REGISTRATION: To bid, any prospective bidder must first request a property information package. The next step is to create an online bidding account (refer to the Due Diligence Checklist contained in the property information package) and submit your registration form with the required deposit to the Auctioneer. The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed, or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862 It can be emailed to admin@paulmicnnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmicnnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$20,000 deposit per parcel or \$100,000 deposit for the entirety by cashier's check payable to Paul McInnis LLC or e-check through Earnnest will be delivered to the auction company as a qualification to bid. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering any required additional earnest money deposit at the time and place of the auction, you hereby authorize the Auction Company to retain your Bidder Deposit for each property as a NON-REFUNDABLE, NON-COMPLIANCE FEE.

To deliver the Bidder Deposit by physical check, you may deliver the Bidder Deposit for each property to our office or at the ON-SITE AUCTION. To deliver your Bidder Deposit by E-check you will do so through EARNNEST a digital payment platform. You may request this option by emailing admin@paulmicnnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

Please note that Paul McInnis LLC will make our best effort to respond to your request within three hours during normal business hours of Monday through Friday from 8:30 a.m. to 4:30 p.m. EST. The ONLINE Bidder Registration Form and Bidder Deposit should be received by the Auctioneer no later than Monday, June 26th at 11:00, the day before the live auction. The Auctioneer in his sole and absolute discretion reserves the right to decline a bidder if all requirements have not been met prior to the 24-hour deadline.

RETURN OF BIDDER DEPOSIT: Unsuccessful bidder deposits will be returned to the bidders.

ONLINE PRE-BIDDING: Pre-bidding will open on Wednesday, June 21 at 9:00 a.m. and the pre-bidding will close on Tuesday, June 27th at 10:00 a.m.

ON-SITE LIVE WEBCAST AUCTION: Tuesday, June 27th at 11:00 a.m. The Live On-Site Virtual Webcast Auction will begin at 59 NH Route 11 Farmington, NH. Online Bidders should be logged in on their auction.paulmcinnis.com/auctions account prior to 11:00 a.m. It is important to follow the instructions of the auctioneer to follow along during the auction.

MULTI-PARCEL BIDDING: The auctioneer will start the auction with PARCEL A through PARCEL D posting the high bids and marking the bids as pending. Then proceed with the COMBINATION BIDS AND ENTIRETY BIDS. All bids remain open and additional rounds of bidding at the direction of the auctioneer will occur until the auctioneer either declares a lot sold, passed or closed. All bids are subject to the co-Administrators' right to accept or reject any or all bids. The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction.

DUE DILIGENCE: It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the real estate Purchase & Sale Agreement Sample with your attorney is encouraged.

PROPERTY CONDITIONS: Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Administrators, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Administrators, Paul McInnis LLC, and their agents specifically disclaim any warranty, guarantee, or representation, oral or written, past or present, express, or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including but not limited to bidders' own independent investigation of the uses, code compliance, and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Administrators, Paul McInnis LLC or their agents.

BUYER'S PREMIUM: A 10% (Ten Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 10% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

SUCCESSFUL BIDDER: The successful bidder(s) is defined as, the registered bidder(s) who placed the highest bid as declared by the Auctioneer and the highest bid(s) being acceptable to the Administrators. The successful bidder(s) will be notified via email, as well as by telephone confirmation by the Auctioneer.

REAL ESTATE PURCHASE & SALE AGREEMENT: A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder(s) is required to sign the real estate Purchase & Sale Agreement together with all exhibits, addendums, and Administrators disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit at the time and place of the auction. Only the Buyer's Name, the Property Address, Bid Price, 10% Buyer's Premium, Total Purchase Price, Earnest Money Deposit, and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

EARNEST MONEY DEPOSIT: The Successful Bidder(s) will be required to tender an **EARNEST MONEY DEPOSIT** equal to Ten Percent (10%) of the Total Purchase Price and sign the Purchase and Sale Agreement at the time and place of the auction. The 10% deposit less the initial registration deposit can be paid by personal or business check payable to Paul McInnis LLC Escrow Account in U.S. funds. Online bidders must initiate the balance of the 10% deposit by way of Earnest or wire transfer. Should the successful bidder fail to execute the Purchase and Sale Agreement and tender the **EARNEST MONEY DEPOSIT**, the Bidder agrees to forfeit the **Registration Deposit** which shall become a **NON-REFUNDABLE, NON-COMPLIANCE FEE**.

SUCCESSFUL BIDDER DEFAULT: Should the successful bidder fail to execute the real estate Purchase & Sale Agreement and deliver the earnest money deposit in a timely manner as outlined in these general terms & conditions, said bidder will be deemed to be in default, and said bidder's deposit will be forfeited and become NON-REFUNDABLE.

RESERVATION OF RIGHTS: All bids are subject to confirmation from the Administrators. Administrators reserve the right to accept or reject the high bid on any individual parcel or combination of parcels. The Administrators has the sole and absolute discretion to negotiate with any other bidder should the highest accepted bidder default.

ADDITIONAL TERMS: Additional terms are included in the real estate Purchase & Sale Agreement. Any changes or amendments to these general terms & conditions and/or to the real estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

BUYER BROKER PARTICIPATION INVITED: Please contact the auction company (admin@paulmcinnis.com) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the online bidding registration request form.

If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at: paul@paulmcinnis.com

BIDDING SEQUENCE



				<u>ASSESED VALUE</u>	<u>OPENING BID</u>
<u>Lot 1</u>	Parcel A	Farmington Tax Map R14 Lots 12, 13 & R03/2	94+/- ACRES	\$359,321	\$100,000
<u>Lot 2</u>	Parcel B	Farmington Tax Map R03 Lot 6	36+/- ACRES	\$232,855	\$100,000
<u>Lot 3</u>	Parcel C	Farmington Tax Map R03 Lot 9	83+/- ACRES	\$684,224	\$300,000
<u>Lot 4</u>	Parcel D	Rochester Tax Map 208 Lot 12	75 +/- ACRES	\$254,763	\$100,000
<u>Lot 5</u>	Combination Parcels B & C		119+/- ACRES	\$917,079	\$400,000
<u>Lot 6</u>	Combination Parcels C & D		158+/- ACRES	\$938,987	\$400,000
<u>Lot 7</u>	Combination Parcels B, C & D		194+/- ACRES	\$1,171,842	\$500,000
<u>Lot 8</u>	Entirety Parcels A, B, C & D		288+/- ACRES	\$1,531,163	\$600,000

MULTI-PARCEL BIDDING: The auctioneer will start the auction with Lot 1 through Lot 4, posting the high bids and marking the bids as pending. Then proceed with the COMBINATION BIDS AND ENTIRETY BIDS. All bids remain open and additional rounds of bidding at the direction of the auctioneer will occur until the auctioneer either declares a lot sold, passed, or closed. All bids are subject to the Administrators' right to accept or reject any or all bids.

Map R03

TAX PARCELS MAP
FARMINGTON
NEW HAMPSHIRE



Legend

- Parcels
- Adjacent Map Sheets
- Cemetery
- Rivers and Streams
- Lakes and Ponds
- Wetlands
- Easements, Right-of-Way
- Roads

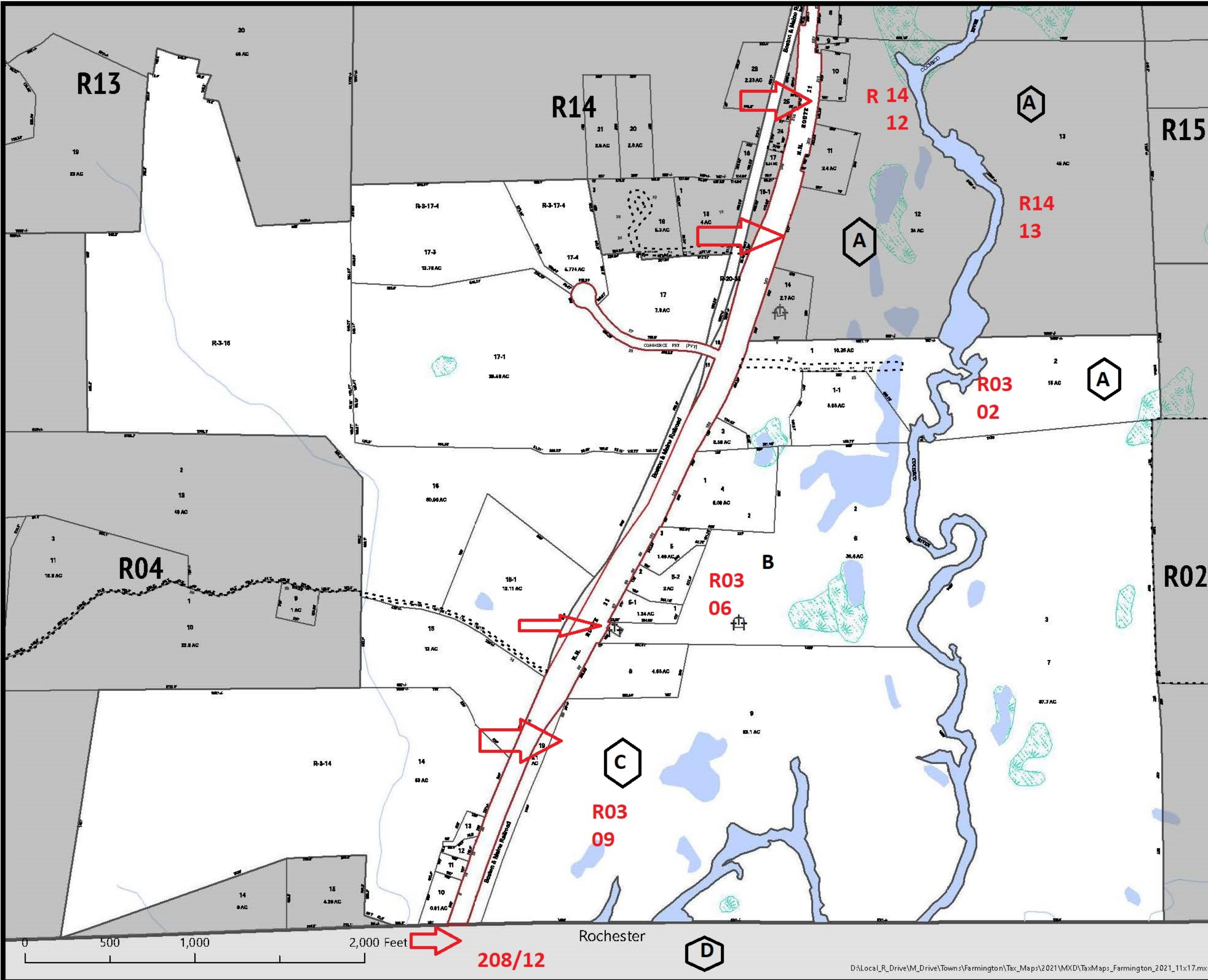
Prepared by the
Strafford Regional Planning Commission
150 Wakefield St. Suite 12 Rochester, NH 03867
Phone: (603) 994-3500
Email: srpc@strafford.org
Date: 10/28/2021
Author: Jackson Rand, SRPC

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY. IT IS NOT INTENDED FOR LEGAL DESCRIPTION OR CONVEYANCE.

Base data layers from ESRI, NH GRANIT, and the City of Somersworth. These agencies and organizations have derived this data using a variety of cited source materials, at different time frames, through different methodologies, with varying levels of accuracy. As such, errors are often inherent in GIS data and should be used for planning purposes only. Please visit the original location of the data, contact the original host source, or contact SRPC for information on the full data set.



2021



**Parcel D Rochester 75 Acres
No Road Frontage**

Parcel C

Map 207

Map 208

Route 11

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.
PHOTOGRAPHY DATE: APRIL 28, 1990
COMPLETION DATE: JUNE 30, 1992

PRODUCED BY 1992 BY
CAI Technologies
11 PLAZA STREET LITTLETON, NEW HAMPSHIRE 03044

LEGEND
 AREA SHARED AC
 AREA INDICATED AC
 RECORD DIMENSION
 STAKE DIMENSION
 MATCH LINE
 WATER
 LEGAL FRONTAGE
 SUBDIVISION LOT NO.
 BUILDING
 RIGHT OF WAY
 COMMON DIMENSION
 WELLS

SCALE 1" = 200'
 FEET 0 20 40 60
 METERS 0 30 60
 REVISED TO: APRIL 1, 2022

PROPERTY MAPS
ROCHESTER
 NEW HAMPSHIRE

INDEX DIAGRAM
 208
 218/211/216

MAP NO.
208

EXECUTIVE SUMMARY PARCEL A

ADDRESS	NH ROUTE 11 Farmington, NH
PROPERTY DESCRIPTION	Three tracts of land totaling 94 acres having two frontage points on Route 11. The town has a lease for a water well and pump house. Annual rent \$912. with 28 years remaining on lease. Former gravel and quarry operations. Cocheco River frontage
STRAFFORD COUNTY DEED REFERENCE	Book 3873, Page 840 Book 4632, Page 580
TOWN REFERENCE	R14 Lots 12, 13 & R03/02
2022 Equalized ASSESSED VALUE	\$359,321
2022 ANNUAL REAL ESTATE TAXES	\$19,568.87
UTILITIES	none
LOT SIZE	94 ± Acres
ROAD FRONTAGE	Approximately 123' +/- & 496' +/- on NH Route 11
ZONING	Commercial Business, Residential & Waterfront Protection Overlay District
Flood Plain	Yes 100 year



[REGISTER NOW TO BID](#)

Property Conditions: Except as expressly set forth in the Real Estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied. The seller, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the land and improvements thereon. Offerors are required to undertake their own independent physical inspection of the property and thorough review of all documents prior to submitting their offers based solely on their own independent investigations and findings and not in reliance on any information provided by the seller, Paul McInnis LLC or their agents.

PARCEL A



Well Lease Information

At the present time, there is a ground lease in place between the Estate(Lessor) and the Town of Farmington (Lessee) for of Tax Map R14 Lots 12 & 13. The leased area covers approximately 8.5 acres of the total 94 acres included in **PARCEL A** of this offering.

A copy of this ground lease and a map are included in this package. The annual rent for the first 5-years of the lease was \$750/year. The lease escalated 5% in each of the following five-year lease terms. This net lease calls for the Lessee to pay for their own utilities, leased area maintenance, property taxes and liability insurance. The Lessor is responsible for the real estate taxes for the portion of the property that is not located within the leased area. Approximately 25-years remain on the lease. The following table summarizes the 5-year lease amounts for this net ground lease.

TERM (YEARS) ANNUAL RENT

1-5	\$750
6-10	\$788
11-15	\$827
16-20	\$868
21-25	\$912
26-30	\$957
31-35	\$1,005
36-40	\$1,055
41-45	\$1,108
46-50	\$1,164

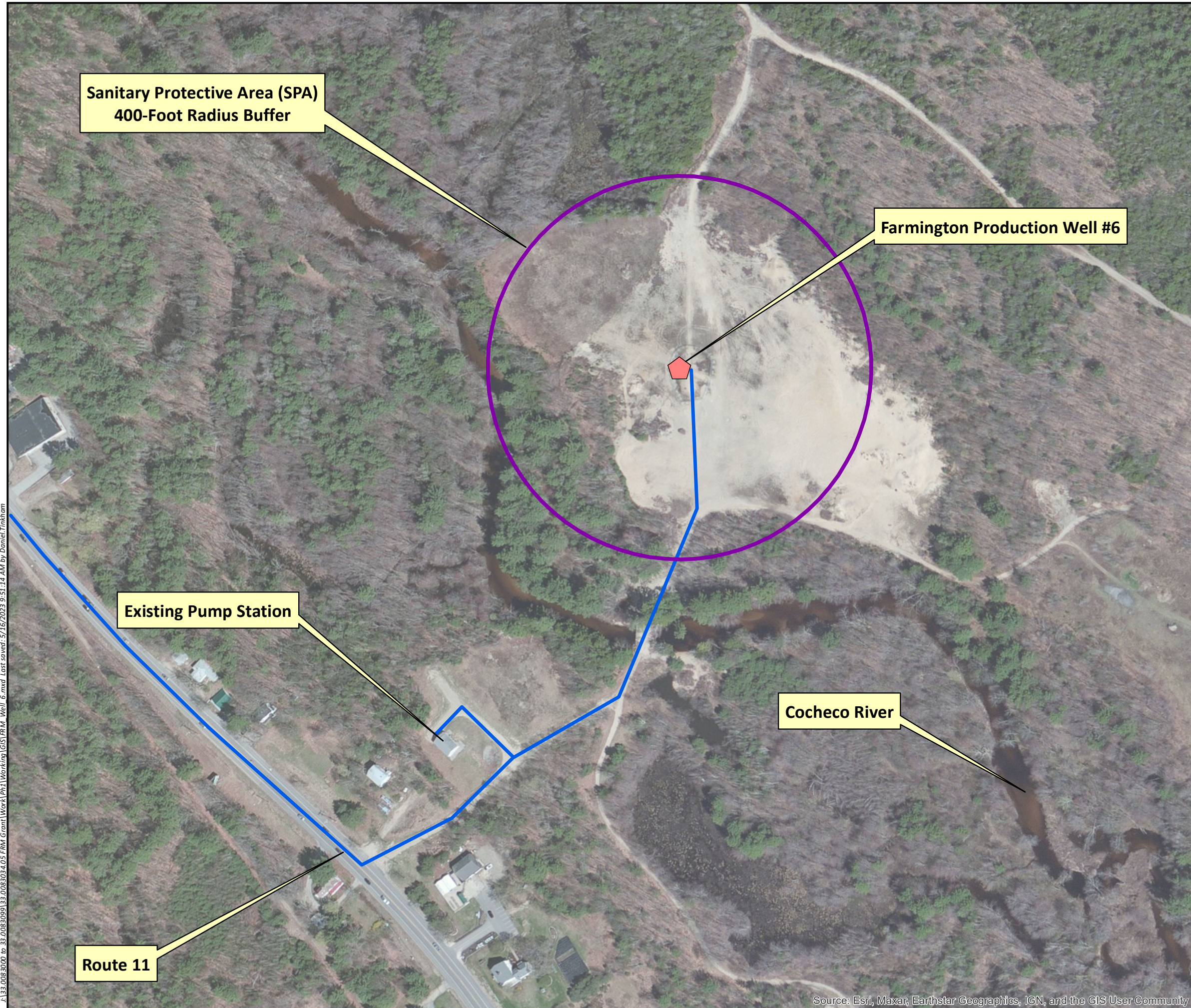


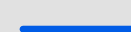


FIGURE 1

Farmington Production Well #6
on an Aerial Photo Base

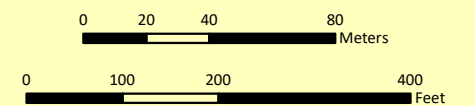
Farmington, New Hampshire

Legend

-  Existing Production Well #6
-  400-Foot Radius Around Well #6
-  Presumed Water Main Locations



Scale is 1:2,400
1 inch = 200 feet



J:\33-008-3000-10-33-00830991\33-0083034-03-FRM-Grant\Work\Ph1\Working\GIS\PRM-Well_6.mxd Last saved: 5/16/2023 9:51:14 AM by Daniel.Tinkham

Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

EXECUTIVE SUMMARY PARCEL B

ADDRESS	NH ROUTE 11 Farmington, NH
PROPERTY DESCRIPTION	Tract of land totaling 36 acres having frontage on Route 11. Former gravel pit operation. 2 Cemeteries on parcel. Cocheco River frontage
STRAFFORD COUNTY DEED REFERENCE	Book 3873, Page 840
TOWN REFERENCE	Map R03 Lot 6
2022 Equalized ASSESSED VALUE	\$232,855.
2022 ANNUAL REAL ESTATE TAXES	\$4,318.55
UTILITIES	none
LOT SIZE	36 ± Acres
ROAD FRONTAGE	Approximately 136' +/- on NH Route 11
ZONING	Commercial Business, Residential & Waterfront Protection Overlay District
Flood Zone	Yes 100 year



[REGISTER NOW TO BID](#)

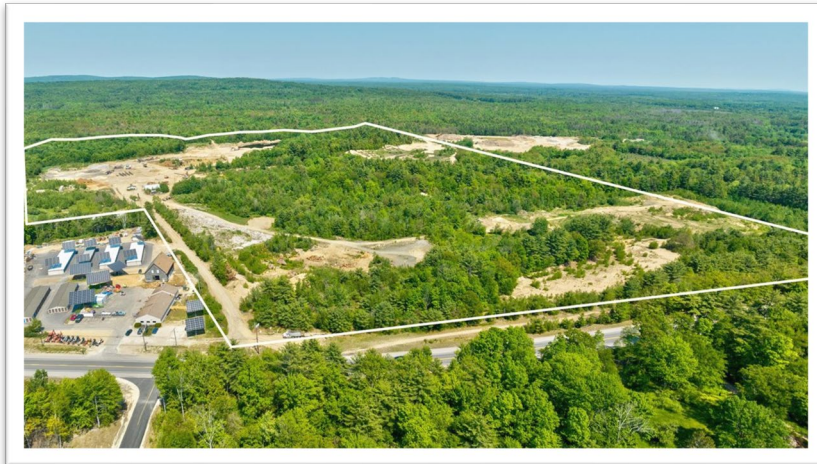
Property Conditions: Except as expressly set forth in the Real Estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied. The seller, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the land and improvements thereon. Offerors are required to undertake their own independent physical inspection of the property and thorough review of all documents prior to submitting their offers based solely on their own independent investigations and findings and not in reliance on any information provided by the seller, Paul McInnis LLC or their agents.

PARCEL B



EXECUTIVE SUMMARY PARCEL C

ADDRESS	59 NH ROUTE 11 Farmington, NH
PROPERTY DESCRIPTION	Tract of land totaling 83 acres off Route 11. Former gravel pit and aggregate operation. Improved with a commercial garage and weigh station office. Cocheco River frontage. Deeded access easement across property Map R03 lot 7
STRAFFORD COUNTY DEED REFERENCE	Book 3873, Page 840
TOWN REFERENCE	Map R03 Lot 9
2022 Equalized ASSESSED VALUE	\$684,224
2022 ANNUAL REAL ESTATE TAXES	\$12,689.66
UTILITIES	none
LOT SIZE	83 ± Acres
ROAD FRONTAGE	Main entrance on NH Route 11 & 1300' +/- along Community Trail owned by NH DOT
ZONING	Commercial Business, Residential & Waterfront Protection Overlay District
Flood Zone	Yes 100 year



[REGISTER NOW TO BID](#)

Property Conditions: Except as expressly set forth in the Real Estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied. The seller, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the land and improvements thereon. Offerors are required to undertake their own independent physical inspection of the property and thorough review of all documents prior to submitting their offers based solely on their own independent investigations and findings and not in reliance on any information provided by the seller, Paul McInnis LLC or their agents.

PARCEL C



EXECUTIVE SUMMARY PARCEL D

ADDRESS	0 Farmington Road Rochester, NH
PROPERTY DESCRIPTION	Tract of land totaling 75 acres having frontage along a Community Trail owned by the state of NH DOT. Former gravel pit operation. Cocheco River frontage.
STRAFFORD COUNTY DEED REFERENCE	Book 3873, Page 840
TOWN REFERENCE	Map 208 Lot 12
2022 Equalized ASSESSED VALUE	\$254,763
2022 ANNUAL REAL ESTATE TAXES	\$4,508.28 Note:58 acres are in Current Use
UTILITIES	none
LOT SIZE	75 ± Acres
ROAD FRONTAGE	None. Approximately 500'+/- along NH DOT community trail
ZONING	Agricultural & Aquifer Protection
Flood Zone	Yes 100 year



[REGISTER NOW TO BID](#)

Property Conditions: Except as expressly set forth in the Real Estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied. The seller, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the land and improvements thereon. Offerors are required to undertake their own independent physical inspection of the property and thorough review of all documents prior to submitting their offers based solely on their own independent investigations and findings and not in reliance on any information provided by the seller, Paul McInnis LLC or their agents.

PARCEL D



REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below or on Exhibit A, herein agrees to purchase said real estate in accordance with the following terms and conditions:

1. Seller(s): The Estate of Malcolm Robert Moore Buyer(s): _____
 Bradsher
 Street: 190 Main Avenue Street: _____
 City/State/Zip: South Hampton, NH 03827 City/State/Zip: _____
 Telephone #: _____ Telephone #: _____

2. Property: Land Land & Buildings Tax Map/Lot: _____
 Street Address: City/Town: Farmington/Rochester
 County: Strafford State: New Hampshire
 And as described on the attached proposed deed as Exhibit A.

3. BID PRICE (HAMMER PRICE): \$ _____
 10% BUYER'S PREMIUM: \$ _____
 TOTAL PURCHASE PRICE DUE FROM BUYER: \$ _____
 INITIAL DEPOSIT 10% of total purchase price,
 including the initial registration deposit at the time
 and place of auction by personal check. \$ _____
 BALANCE DUE AT TRANSFER OF TITLE: \$ _____

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before Thursday, July 27th at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the office of Paul McInnis LLC, One Juniper Road, North Hampton, NH on Thursday, July 27th at 10:00 a.m.

5. Title shall be transferred by Fiduciary deed free of all liens, subject to all easements and restrictions of record, including current use as to the Rochester tract. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".

_____,
 Seller

_____,
 Buyer

- 6 Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$10,000 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
- 7 Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
- 8 Buyer is purchasing the property "as is" and waives all building, zoning, land use, permits, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
- 9 This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
- 10 This Instrument is to be construed 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, 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 Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: Any residual personal property remaining on the property at the time of closing.
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:

15. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine

Seller

Buyer

Fiduciary Deed

The attached Fiduciary Deed is for the sale of Parcel A, B, C and D as an entirety.

For individual or combination parcels only, the respective tracts will be included.

[DRAFT 6/19/23]

FIDUCIARY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **TAMI BRADSHER** (a/k/a **Tami Eaton, Tami Eaton Bradsher, and Tami Jean Bradsher**), Co-**Administrator of the Estate of Malcolm Robert Moore Bradsher**, with an address of 190 Main Avenue, South Hampton, New Hampshire, 03827, and **JASON JUDD**, Co-**Administrator of the Estate of Malcolm Robert Moore Bradsher**, with an address of 16 Brookwood Drive, Concord, New Hampshire 03301, **said Estate being the successor in interest to both Malcolm R. M. Bradsher, Trustee of the 181 Exeter Road Realty Trust and to Crush Estates, LLC of which Malcolm R. M. Bradsher was the sole Member** (“Grantor” or “Estate”), by the power conferred by the 10th Circuit Court - Probate Division – Brentwood, Case Number 318-2022-ET-01580, pursuant to the allowed Verified Motion and License to Sell Real Estate to Pay Debts and Legacies of the Estate granted by said Court on April 26, 2023, and every other power, for consideration paid, grants to _____

[Buyer], with an address of _____,

the premises described in EXHIBIT A attached hereto located in

[FARMINGTON/ROCHESTER], Strafford County, New Hampshire.

[Subject to a Mortgage and a Collateral Assignment dated 2/7/2020 to Meredith Village Savings Bank. See Book 4732 page 321 and Book 4732 page 341 in the Strafford County Registry of Deeds. Any sale is conditioned upon receipt of proceeds sufficient to receive discharges of the same from said Bank.]

The within described premises are not subject to homestead rights.

Dated this ____ day of _____, 2023.

[Signatures on the following pages.]

Estate of Malcolm Robert Moore Bradsher

By: _____
**TAMI BRADSHER (a/k/a Tami Eaton, Tami Eaton
Bradsher, and Tami Jean Bradsher)
Co-Administrator**

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2023, then personally appeared the above-named **TAMI BRADSHER (a/k/a Tami Eaton, , Tami Eaton Bradsher, and Tami Jean Bradsher), Co-Administrator of the Estate of Malcolm Robert Moore Bradsher**, 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 on behalf of the Estate, before me.

Notary Public
Name: _____
My commission expires:

Estate of Malcolm Robert Moore Bradsher

By: _____
JASON JUDD
Co-Administrator

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2023, then personally appeared the above-named **JASON JUDD, Co-Administrator of the Estate of Malcolm Robert Moore Bradsher**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained on behalf of the Estate, before me.

Notary Public
Name: _____
My commission expires: _____

EXHIBIT A

DRAFT 6/16/23 EXHIBIT A
ENTIRETY "AUCTIONEER'S LOT 8"

181 EXETER ROAD REALTY TRUST

EXHIBIT A

TRACT 1 (FARMINGTON TAX MAP R14 LOTS 12 AND 13)

A certain tract of land with the buildings thereon situate on the northeasterly side of New Hampshire Route 11, also known as the Farmington Road, in the Town of Farmington, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at an iron pin set in the ground on the northeasterly side of said New Hampshire Route 11 at the westerly corner of land now or formerly of one Glidden; thence running N 69 degrees 05' E by the northwesterly side of said Glidden land a distance of 235 feet to an iron pin denoting the northerly corner of said Glidden land; thence turning and running S 29 degrees 53' E by the northeasterly side of said Glidden land a distance of 385 feet to an iron pin denoting the easterly corner of said Glidden land which said iron pin is on a bearing of N 55 degrees E 322 feet from a stone bound denoting the southerly corner of said Glidden land at the northeasterly side of said New Hampshire Route 11 and the northwesterly side of land now or formerly of J.E. Hamblett; thence turning and running N 55 degrees E by the northwesterly side of land now or formerly of one J.E. Hamblett across the Cocheco River and by the traces of a fence a distance of 2020 feet, more or less, to an iron pin and steel stake in the ground denoting the easterly corner of the within described premises; thence turning and running N 35 degrees 15' W by the northeasterly side of the within described premises a distance of 1750 feet, more or less, to a wood post and stones at the southerly corner of land now or formerly of one Greely and northerly corner of the within described premises; thence turning and running S 55 degrees W by the southeasterly side of land now or formerly of one Pike a distance of 1800 feet, more or less, along the traces of a fence and across said Cocheco River and by a fence to a steel stake set in the ground denoting the northerly boundary of land now or formerly of one Zalinsky, which said iron pin is on a bearing of N 55 degrees E a distance of 150 feet, more or less, from a cement bound at the southeasterly side of land now or formerly of one Rowe and the northeasterly side of said New Hampshire Route 11 at the westerly corner of said Zalinsky premises; thence turning and running S 31 degrees 32' E by the northeasterly side of said Zalinsky land a distance of 300 feet, more or less, to a steel stake set in the ground at the easterly corner of said Zalinsky land; thence turning and running S 55 degrees W by the southeasterly side of said Zalinsky land a distance of 150 feet, more or less, to a steel stake set in the ground at the northeasterly side of said New Hampshire Route 11 and the southerly corner of said Zalinsky land; thence turning and running on a radius of 2366.8 feet, a

distance of 352.7 feet by the northeasterly side of said New Hampshire Route 11 to a point; thence turning and running in a southwesterly direction a distance of 25 feet to a point; thence turning and running in a southerly direction a distance of 100 feet to a point; thence turning and running in a northeasterly direction a distance of 25 feet to a point; thence turning and running in a southeasterly direction to a cement bound on the northeasterly side of said New Hampshire Route 11; thence turning and running S 18 degrees 45' E by the northeasterly side of said New Hampshire Route 11 a distance of 541 feet to said iron pin denoting the westerly corner of land of said Glidden at the point of beginning and containing 79 acres, more or less.

The above described premises are shown on a certain plan entitled "Sketch of Dora Clough Property, East of Route 11, Farmington, New Hampshire, Scale 1" = 200', dated September 1976, F.E. Drew, RLS, No. 375." Said plan is not recorded.

The premises is partly shown on Subdivision Plan of Hooper Farm dated January 1977 and recorded with the Strafford County Registry of Deeds as Plan 17A-124.

Excepting and reserving a certain parcel of land with the buildings thereon conveyed (reference Strafford County Records Book 994, Page 59) and conveyed to Marcel and Jeannette L. Perusse, by deed dated May 26, 1978 as recorded in the Strafford County Registry of Deeds at Book 1015, Page 842, bounded and described as follows:

Beginning at a point on the northeasterly side of Route 11 in said Farmington at the southwesterly corner of the land herein described; thence N 71 degrees 15' E a distance of 200 feet, more or less, to a point; thence continuing on the same course 75 feet, more or less, to a point; thence N 22 degrees 26' W a distance of 380 feet, more or less, to a point; thence S 71 degrees 08' West a distance of 75 feet, more or less, to a point; thence continuing on the same course a distance of 200 feet, more or less, to the northeasterly sideline of Route 11; thence by said Route 11 to the point of beginning, all as shown on Revised Boundary Survey of Marcel and Jeannette Perusse, et al, Farmington, N.H., April 1978, Frederick E. Drew, R.L.S., recorded Strafford County Registry of Deeds as Plan 17B-9.

For title reference see Warranty Deed of Wakefield Materials Corporation dated September 6, 2002 and recorded with the Strafford County Registry of Deeds at Book 2577, Page 689.

Meaning and intending to describe a portion of the same premises conveyed by Quitclaim Deed dated October 20, 2010, of Aggregate Industries Land Company, Inc. to Malcolm R.M. Bradsher, Trustee of the 181 Exeter Road Realty Trust and recorded with the Strafford County Registry of Deeds at Book 3873, Page 0840; Tract 1.

The property described herein is conveyed subject to a certain Lease by Coastal Materials Corporation and the Town of Farmington dated December 14, 1998. The

original Lease is not recorded. See Affidavit of Lease of Kenneth Dickie, Town Administrator of the Town of Farmington dated June 1, 2023, and recorded with the Strafford County Registry of Deeds at Book 5114, Page 659 which includes a copy of the Lease.

TRACT 2 (FARMINGTON TAX MAP R3 LOT 6)

A certain tract or parcel of land situate on the easterly side of Route 11 in Farmington, Strafford County, New Hampshire, the same being Lot 2 as shown on plan entitled "Plan of Land in Farmington, N.H., prepared for Richard W. Pecor and Francis J. Wasik dated August 8, 1980" recoded as Plan 21-58, Strafford County Registry of Deeds, more particularly bounded and described as follows:

Beginning at an iron pipe set in the ground on the easterly sideline of Route 11 at the northwesterly corner of land of Northern Land Traders, Inc.; thence running northerly along the easterly sideline of Route 11 for a distance of 100 feet, more or less, to an iron pipe set in the ground at or near the northwesterly corner of the Walker Cemetery, so-called, and at the southwesterly corner of other land of Northern Land Traders, Inc.; thence turning and running N 56° 27' E along the southerly sideline of other land of Northern Land Traders, Inc., for a distance of 393 feet, more or less, to an iron pipe at the southeasterly corner of land of Northern Land Traders, Inc.; thence turning and running N 16° 15' W along the easterly sideline of land of Northern Land Traders, Inc. for a distance of 580 feet, more or less, to an iron pipe at the southwesterly corner of land of Norman and Patricia Brown; thence turning and running N 54° E along the southerly sideline of said Brown land for a distance 337 feet, more or less, to an iron pipe at the southeasterly corner of Brown land; thence turning and running N 33° 45' W along the easterly sideline of land of Brown and land of Ruth and Edison Richardson for a total distance of 520 feet, more or less, to an iron pipe at land of Mariner Yacht Co., Inc.; thence turning and running N 53° 50' E along the southerly sideline of land of Mariner Yacht Co., Inc., for a distance of 803 feet, more or less, to an iron pipe set in the ground on the west bank of the Cocheco River; thence turning and running N 54° E for a distance of 55 feet more or less, to the center (thread) of the Cocheco River; thence turning and running generally southerly along the thread of said River as it trends for a distance of 1830 feet, more or less, to a point opposite an iron pipe on the west bank of said River, the same being northerly corner of other land of Coastal Materials Corporation; thence turning and running S 55° 30' W along the northwesterly sideline of land of Coastal Materials Corporation for a distance of 1,490 feet, more or less, to an iron pipe set in the ground at the northeasterly corner of land of Northern Land Traders, Inc.; thence continuing on the same course along the northwesterly sideline of land of Northern Land Traders, Inc. for a distance of 539 feet, more or less, to the point of beginning.

Excepting from the above-described premises, the Walker Cemetery, so-called, together with such rights of ingress and egress as others may have to and from same.

Subject to a right of way which extends in a generally easterly direction from Route 11 in favor of Pioneer Sand & Gravel, Inc. as more particularly described in deed of Richard W. Pecor to said Pioneer Sand & Gravel, Inc. as dated February 23, 1981, and recorded with the Strafford County Registry of Deeds in Book 1061, Page 477.

For title reference see Warranty Deed of Wakefield Investments, Inc. (f/k/a Wakefield Materials Corporation, successor by merger to Coastal Materials Corp.) dated January 31, 2008 and recorded with the Strafford County Registry of Deeds at Book 3641, Page 314.

Meaning and intending to describe a portion of the same premises conveyed by Quitclaim Deed dated October 20, 2010, of Aggregate Industries Land Company, Inc. to Malcolm R.M. Bradsher, Trustee of the 181 Exeter Road Realty Trust and recorded with the Strafford County Registry of Deeds at Book 3873, Page 0840; Tract 2.

TRACT 3 (PART OF FARMINGTON TAX MAP LOT R 3/9)

A certain tract of land situated in Farmington, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at an iron pipe set in the ground at the northerly corner of the premises herein conveyed and located 63 feet distant on a course of South 2 degrees West from a 12 inch maple tree; thence running South 79 degrees 48' East 63.6 feet by other land being retained by Littlefield to an iron pipe; thence continuing by said Littlefield land on the following courses, namely:

- a) S 52 degrees 15' E, 158.1 feet to an iron pipe;
- b) S 48 degrees 44' E, 272 feet to an iron pipe;
- c) S 31 degrees 58' E, 205.6 feet to an iron pipe;
- d) S 5 degrees 18' E, 186.1 feet to an iron pipe;
- e) S 60 degrees 17' E, 49.9 feet to an iron pipe, on the bank of the Cocheco River;

thence turning and running South 55 degrees 36' West 200 feet, more or less, by land occupied by the Palmer Corporation to an iron pipe; thence turning and running northwesterly 829.8 feet, more or less, by land occupied by said Palmer Corporation to an iron pipe near a four stem oak tree; thence turning and running North 36 degrees 33' East 130.8 feet by other land of said Littlefield to the bounds begun at, containing 4.37 acres, more or less.

For title reference see Warranty Deed of Wakefield Materials Corporation dated September 6, 2002 and recorded with the Strafford County Registry of Deeds at Book 2577, Page 689.

Meaning and intending to describe a portion of the same premises conveyed by Quitclaim Deed dated October 20, 2010, of Aggregate Industries Land Company, Inc. to Malcolm R.M. Bradsher, Trustee of the 181 Exeter Road Realty Trust and recorded with the Strafford County Registry of Deeds at Book 3873, Page 0840; Tract 3.

TRACT 4 (PART OF FARMINGTON TAX MAP LOT R 3/9)

A certain tract of land situated in Farmington, County of Strafford and State of New Hampshire, bounded and described as follows: Lying on the Northeasterly side of the highway leading from Rochester to Farmington, and bounded on the Southwest by the Boston & Maine Railroad, Southerly by land formerly of Benjamin Roberts, Easterly and Northerly by land of Payson Littlefield, and meaning to describe the same premises described in Strafford County Records, Book 295, Page 115.

For title reference see Corrective Warranty Deed of Wakefield Materials Corporation, successor by merger to Coastal Materials Corp., dated September 6, 2002 and recorded with the Strafford County Registry of Deeds at Book 2577, Page 693.

Meaning and intending to describe a portion of the same premises conveyed by Quitclaim Deed dated October 20, 2010, of Aggregate Industries Land Company, Inc. to Malcolm R.M. Bradsher, Trustee of the 181 Exeter Road Realty Trust and recorded with the Strafford County Registry of Deeds at Book 3873, Page 0840; Tract 4.

TRACT 5 (PART OF FARMINGTON TAX MAP LOT R 3/9)

A certain tract or parcel of land situate off the easterly side of Route 11 in Farmington, Strafford County, New Hampshire, the same being Lot No. 1 as shown on plan entitled "Plan of Land in Farmington, N.H. prepared for Richard W. Pecor and Francis J. Wasik dated August 8, 1980," recorded as Plan 21-58, Strafford County Registry of Deeds and more particularly bounded and described as follows:

Beginning at an iron pipe set in the ground at a point 539 feet easterly of the easterly sideline of Route 11 which point marks the northeasterly corner of land of Northern Land Traders, Inc.; thence running N 55 degrees 30' E along land recently conveyed to Northern Land Traders, Inc. for a distance of 1,490 feet, more or less, to the center (thread) of the Cocheco River, so-called; thence turning and running southerly along the center of the River for a distance of 1,590 feet, more or less, to the intersection of said

center of the River with other land of Coastal Materials Corporation; thence turning and running S 55 degrees W for a distance of 82 feet to an iron pipe; thence turning and running along other land of Coastal Materials Corporation on the following courses: N 60 degrees W for a distance of 50 feet; N 4 degrees 56' W for a distance of 186 feet; N 31 degrees 34' W for a distance of 206 feet; N 48 degrees 20' W for a distance of 272 feet; N 51 degrees 51' W for a distance of 158 feet; N 79 degrees 24' W for a distance of 64 feet; S 36 degrees 57' W for a distance of 130 feet; N 34 degrees 09' W for a distance of 120 feet; N 61 degrees 15' W for a distance of 302 feet; S 54 degrees 02' W for a distance of 49 feet; S 54 degrees 02' W for a distance of 247 feet; S 54 degrees 02' W for a distance of 789 feet to an iron pipe at the southeasterly corner of land of Northern Land Traders, Inc.; thence turning and running northwesterly along the easterly sideline of Northern Land Traders' land for a distance of 330 feet, more or less, to the point of beginning.

The above described parcel is conveyed together with the bridge which spans the Cocheco River and with the right of way over the roadway as delineated on said plan from the property of Coastal Materials Corporation situate southerly of Lot Number 3 over Lot Number 3 on said plan extending northerly to Marina Yacht Co. property and westerly through and across the bridge over the Cocheco River as shown on said Plan. Reserving to the Grantors, their successors and assigns, a right of way over the roadway from Rte. 11 as shown on said plan for ingress and egress to Lot #3.

See also the following plans on record at the Strafford County Registry of Deeds: (1) Plan 2 Pocket 9 and (2) Plan 47-97, both of which show part of the premises.

For title reference see Warranty Deed of Wakefield Materials Corporation dated September 6, 2002 and recorded with the Strafford County Registry of Deeds at Book 2577, Page 689.

Meaning and intending to describe a portion of the same premises conveyed by Quitclaim Deed dated October 20, 2010, of Aggregate Industries Land Company, Inc. to Malcolm R.M. Bradsher, Trustee of the 181 Exeter Road Realty Trust and recorded with the Strafford County Registry of Deeds at Book 3873, Page 0840; Tract 5.

TRACT 6 (ROCHESTER TAX MAP 208 LOT 12)

A certain tract of land situate in Rochester, in said County of Strafford, and bounded and described as follows, to wit: Beginning at the Southwesterly corner of land described in this paragraph, on the Northerly side of Boston & Maine Railroad; and thence running Northerly by the first described tract herein and then by land of Payson Littlefield, by stone walls and wire fences, to land of one Winkley, thence Easterly by said Winkley land by a stone wall to the Northeasterly corner of tract herein described; thence Southerly by land of said Winkley, land of Franklin and John Torr to the river; thence

Westerly by the river and land of Alice Berry to the Westerly side of said Berry Land; thence Southerly by said Berry land and a stone wall to the Northerly line of said Boston & Maine Railroad; thence Westerly by said Railroad land to the point begun at.

For title reference see Warranty Deed of Wakefield Materials Corporation dated September 6, 2002 and recorded with the Strafford County Registry of Deeds at Book 2577, Page 693.

Meaning and intending to describe a portion of the same premises conveyed by Quitclaim Deed dated October 20, 2010, of Aggregate Industries Land Company, Inc. to Malcolm R.M. Bradsher, Trustee of the 181 Exeter Road Realty Trust and recorded with the Strafford County Registry of Deeds at Book 3873, Page 0840; Tract 6.

SUBJECT TO: Tract 6 is conveyed subject to Current Use.

TRACTS 1 TO 6 INCLUSIVE ARE SUBJECT TO THE FOLLOWING:

Subject to covenants and conditions incorporated in the deed into Malcolm R.M. Bradsher, Trustee of the 181 Exeter Road Realty Trust dated October 10, 2010, and recorded with the Strafford County Registry of Deeds at Book 3873, Page 340.

The property conveyed herein shall not be used or occupied by Grantee or its successors and assigns as a cement redi-mix plant and/or liquid asphalt batch plan for the maximum number of years permitted by law. This restriction shall run with the land described herein.

Grantee further covenants that any transfer or conveyance of the Parcels described herein, or any lot subdivided therefrom, shall contain these covenants, restrictions and acknowledgments. The covenants contained herein shall run with the land described herein and being hereby conveyed to Grantee and any lots subdivided therefrom.

Grantee does hereby release in perpetuity and covenants not to seek indemnification from Grantor, its affiliates, and Grantor's and its affiliates' respective officers, directors, employees and/or agents of, from and against any and all losses, claims, demands, damages, liabilities, and other obligations incurred by Grantee and/or Grantees' successors and assigns arising from, out of, or in connection with or otherwise relating to the physical condition and/or environmental condition of the herein described Parcels, including, without limitation, the compliance or non-compliance of the Parcels with any legal requirement, the presence of oil, hazardous materials or toxic or dangerous substances in, on, under, or about all or any part of the herein described Parcels, or migrating to the herein described Parcels from one or more adjoining parcels, whether or not previously owned, leased or utilized by Grantor, its affiliates or its predecessors in interest. The provisions of this paragraph shall run with the herein described Parcels and bind Grantee's successors and assigns. By accepting and recording of this Deed or

subsequent Deeds, the Grantee and its successors and assigns hereby expressly acknowledge and agree to the conditions aforesaid.

The within described premises are not subject to homestead rights.

TRACT 7 (FARMINGTON TAX MAP R3/LOT2) [CRUSH ESTATES, LLC]

A certain tract or parcel of land situate in the Town of Farmington, County of Strafford and State of New Hampshire, and being more particularly bounded and described as follows:

Shown on a certain plan entitled "Plan of Land of A & J Realty Trust, Farmington, New Hampshire" drawn by G.L. Davis & Associates, dated September, 1975, and recorded in the Strafford County Registry of Deeds in April, 1980 as Plan #21-2.

Beginning at an iron pipe, said point being the northeast corner of the herein described premises; thence

1. S 36.5° E, a distance of 560', more or less, to a split stone; thence
2. Continuing S 54° W, a distance of 890', more or less, along an old fence line to a corner of fences; thence
3. Continuing S 54° W, a distance of 315' more or less to a point; thence
- 3a. S 51.5° W, a distance of 150', more or less, to the Cocheco River; thence
4. In a generally northerly direction along the Cocheco River to a point; said point being the northwest corner of the herein described premises; thence
5. N 53° E, a distance of 290', more or less, along an old fence line to a corner of fences; thence
6. Continuing N 53° E, along an old fence line, a distance of 740', more or less, to the point of beginning.

Containing approximately 15.7 acres as shown on said plan and being the premises situate east of the Cocheco River.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

USE RESTRICTIONS: The Property being transferred to Grantee hereunder may not and shall not be used for the manufacture, production, marketing, and/or sale of asphalt, glass, concrete, concrete block, paver, retaining wall and/or precast products. This restriction runs with the land in perpetuity or until terminated by Seller in writing, shall

be held in gross and shall be binding upon subsequent owners of the Property until its natural expiration or earlier termination by Grantor. Notwithstanding the foregoing, this restriction shall not prohibit the mining of the Property for aggregate materials, provided that Grantor or any subsequent owner of the Property, as applicable, shall be responsible for all permitting and reclamation obligations relating to the Property. The USE RESTRICTIONS are in the deed referred to in the meaning and intending clause below.

Reference is made to the Quitclaim Deed of Maine Brace Associates to Tilcon Maine, Inc. dated May 15, 1984, recorded in the Strafford County Registry of Deeds at Book 1135, Page 770 which states that “the within conveyance is made WITHOUT the benefit of any easement or rights of passage whatsoever over the remaining land of the Grantor situate west of the Cocheco River and the herein described parcel.”

See also Plan 21-58 recorded in the Strafford County Registry of Deeds. For further title reference see Book 1058, Page 419 and Book 1061, Page 477 recorded with the Strafford County Registry of Deeds.

Meaning and intending to describe the premises conveyed in Warranty Deed dated January 19, 2019, of Pike Industries, Inc. to Crush Estates, LLC and recorded with the Strafford County Registry of Deeds at Book 4632, Page 0580.

ESTATE AS SUCCESSOR IN INTEREST TO TRUST AND LLC

The Estate as Grantor is the successor in interest and owner of all tracts 1-6. In accordance with the terms of the 181 Exeter Road Realty Trust, the Trust terminated on May 19, 2020, and as Malcolm R. M. Bradsher held 100% of the beneficial interest in the Trust, the Trust assets including the 6 tracts, transferred to him as of that date, then upon his death, the Trust assets transferred to the Estate.

The Estate as Grantor is also the successor in interest as to tract 7 which had been owned by Crush Estates, LLC. By the terms of the LLC operating agreement, Malcom R. M. Bradsher held 100% of the membership interest and upon his death the assets owned by the LLC transferred to the Estate.

PROPERTY DISCLOSURE - LAND ONLY
 New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

1. **SELLER:** Tami Bradsher
2. **PROPERTY LOCATION:** 59 New Hampshire 11, Farmington, NH 03835 all parcels
3. The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by SELLER, or any real estate broker or salesperson representing SELLER, and is not a substitute for any inspection by BUYER. SELLER'S authorize the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective BUYERS of this property.

4. NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

5. **WATER SUPPLY** (Please answer all questions regardless of type of water supply)
 - a. TYPE OF SYSTEM: None Public Private Seasonal Unknown
 Drilled Dug Other Unknown
 - b. INSTALLATION: Location: _____ Installed By: _____
 Date of Installation _____ What is the source of your information? _____
 - c. USE: Number of Persons currently using the system: _____
 Does system supply water for more than one household? Yes No
 - d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
 Pump: Yes No N/A Quantity: Yes No Unknown
 Quality: Yes No Unknown
 If YES to any question, please explain in Comments below or with attachment.
 - e. WATER TEST: Have you had the water tested? Yes No Date of most recent test Unknown
 If YES to any question, please explain in Comments below or with attachment.
 To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notations? Yes No
 IF YES, are test results available? Yes No
 What steps were taken to remedy the problem? _____
 - f. COMMENTS: _____

6. **SEWAGE DISPOSAL SYSTEM**
 - a. TYPE OF SYSTEM: Public: Yes No Community/Shared: Yes No
 Private: Yes No Unknown: Yes No
 None: Yes No Septic/Design Plan in Process? Yes No
 Septic Design Available? Yes No
 Comments: additional information unknown
 - b. IF PUBLIC OR COMMUNITY/SHARED:
 Have you experienced any problems such as line or other malfunctions? Yes No
 What steps were taken to remedy the problem? _____
 - c. IF PRIVATE:
 TANK: Septic Tank Holding Tank Cesspool Unknown Other _____
 Tank Size 500 Gal. 1,000 Gal. Unknown Other _____
 Tank Type Concrete Metal Unknown Other _____
 Location: _____ Location Unknown Date of Installation: _____
 Date of Last Servicing: _____ Name of Company Servicing Tank: _____
 Have you experienced any malfunctions? Yes No Comments: _____
 - d. LEACH FIELD: Yes No Other Unknown
 IF YES: Size _____ Location: _____ Unknown
 Date of installation of leach field: _____ Installed By: _____
 Have you experienced any malfunctions? Yes No
 Comments: _____
 - e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? Yes No Unknown
 IF YES, has a site assessment been done? Yes No Unknown
 SOURCE OF INFORMATION: _____
 - f. COMMENTS: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

SELLER(S) INITIALS TB / _____ BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - LAND ONLY
 New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 59 New Hampshire 11, Farmington, NH 03835 all parcels

7. HAZARDOUS MATERIAL

UNDERGROUND STORAGE TANKS - Current or previously existing:

Are you aware of any past or present underground storage tanks on your property? YES NO UNKNOWN

IF YES: Are tanks currently in use? YES NO

IF NO: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____ Owner of tank(s): _____

Location: _____

Are you aware of any problems, such as leakage, etc.? Yes No Comments: _____

Are tanks registered with the Department of Environmental Services (D.E.S.)? YES NO UNKNOWN

If tanks are no longer in use, have tanks been abandoned according to D.E.S.? YES NO UNKNOWN

Comments: _____

8. GENERAL INFORMATION

a. Is this property subject to Association fees? YES NO UNKNOWN

If YES, Explain: _____

If YES, what is your source of information? _____

b. Is this property located in a Federally Designated Flood Hazard Zone? YES NO UNKNOWN

c. Are you aware of any liens, encroachments, easements, rights-of-way, leases, restrictive covenants, special assessments, right of first refusal, life estates, betterment fees or attachments on the property? YES NO UNKNOWN

If YES, Explain: Right of Way, leases

d. What is your source of information? Recorded Documents

e. Are you aware of any landfills, hazardous materials or any other factors, such as soil, flooding, drainage or any unusual factors? YES NO UNKNOWN

If YES, Explain: _____

f. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.? YES NO UNKNOWN

IF YES, Explain: Current Use

g. How is the property zoned? _____ Source: _____

h. Has the property been surveyed? YES NO UNKNOWN If YES, is the survey available? YES NO

i. Has the soil been tested? YES NO UNKNOWN If YES, are the results available? YES NO

j. Has a percolation test been done? YES NO UNKNOWN If YES, are the results available? YES NO

k. Has a test pit been done? YES NO UNKNOWN If YES, are the results available? YES NO

l. Have you subdivided the property? YES NO UNKNOWN

m. Are there any local permits? YES NO UNKNOWN Please explain: Buyer to perform diligence

n. Are there attachments explaining any of the above? YES NO UNKNOWN

o. Septic/Design plan available? YES NO UNKNOWN

p. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) YES NO If YES, please explain: _____

9. ADDITIONAL INFORMATION:

Additional size and use information available through Town Office
 Property Sold "AS IS"

10. NOTE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS AB _____

BUYER(S) INITIALS _____

EXHIBIT 1

LEASE

NOW COME Coastal Materials Corporation of RR #2, Box 538, Farmington, County of Strafford and State of New Hampshire as LESSOR, and the Town of Farmington, a municipal corporation of the State of New Hampshire with its principal place of business at the Town Hall, North Main Street, Farmington, County of Strafford and State of New Hampshire as the LESSEE on December 14, 1998, the parties enter into the following land lease and say:

WHEREAS, Coastal Materials Corporation is the owner of certain real estate situate on the Northeasterly side of New Hampshire State Route 11 in the Town of Farmington, County of Strafford and State of New Hampshire identified on the Town of Farmington tax records as Tax Map 14, Lot 12; and,

WHEREAS, the Town of Farmington has determined that a particular site on the Coastal Materials Corporation property on the Easterly side of the Cocheco River is an appropriate place for the installation of a new municipal well to be known as Well Number 6; and

WHEREAS, Coastal Materials Corporation is willing to lease a portion of its property to the Town in order to allow the Town to construct a well with the appropriate area of protection radius and also to construct a pump station on a portion of the premises; and,

WHEREAS, the Town of Farmington is willing to undertake the construction of the well and the pump station, to maintain the roadway and access to the well area, and also to assume all responsibility of constructing pipeline from the well to the edge of Coastal Materials Corporation's property on the sideline of Route 11;

NOW THEREFORE the Parties enter into the following land lease agreement:

1. The parties agree that the term of this lease shall be fifty (50) years. Said lease shall expire at midnight fifty (50) years from the date of the execution of this lease.
2. That the town of Farmington shall pay annual rent to the Coastal Materials Corporation or its successor in interest in the amount of \$750.00 per year. Beginning on the fifth (5th) anniversary date of this lease and every five (5) years thereafter during the term of this lease, the annual rent shall be increased by five (5%) percent over the previous annual rent.
3. That coastal Materials Corporation will lease two portions of its property as described below to the Town of Farmington together with an easement for access to the well property from Route 11 and for the laying of water pipeline from Route 11 to the well site and to the pump station.
4. That the property subject to be leased consists of two parcels described as follows:

Tract I:

A certain tract or parcel of land consisting of the arc of a circle with its center at the well head shown as Well Number 6 on the plan entitled "Test Well Locations, Coastal Materials Site, Route 11, Farmington, N.H." prepared by Berry Surveying and Engineering dated February 24, 1998.

Beginning at the intersection of the intersection of the arc of the circle with a four hundred (400) foot radius at property now or formerly of Pike Industries; thence running initially Southerly then Easterly along the arc of a circle with the four hundred (400) foot radius from the boundary of the Pike land in a circle continuing Southerly, Easterly, then Northerly and returning to the boundary of the Pike land a distance of approximately two hundred (200) feet from the point of beginning; thence turning and running along the boundary of the Pike land in a generally Southwesterly direction to the point of beginning.

That the purpose of this lease is to establish a protective area around the well head, known as Well Number 6 to prevent contamination of the aforementioned water supply well for the present time and for so long as the well is used as a source of public water supply or to the termination of this lease, whichever comes first. The purpose is to ensure that the area of the leasehold shall be kept in a natural state and that no use shall be conducted thereon which could directly or indirectly degrade the quality of the water produced by the well. Specifically the use of the lease will eliminate transportation corridors other than the roadway which the Town of Farmington will maintain, to provide access to the well for maintenance, testing and other purposes. Reserving the right to the LESSOR, its successors and assigns the right to use the access road to be constructed by the LESSEE for access to its remaining property along the portion of the roadway from Route 11 to the Easterly bank of the Cocheco River. The LESSOR also reserves to itself, its successors and assigns the right to use a portion of the leased premises running from the access road to the East bank of the Cocheco along the circumference of the well protection area running in a Southerly direction a linear distance of approximately three hundred (300) feet.

The leasehold radius will also ensure that there will be no underground utilities or structures, other than those associated with the utilization of the well, including electricity and communication. It will also prevent the storage, handling, transporting, treatment or disposal of domestic, industrial waste, hazardous or regulated substances such as pesticide, gas, oil, or other chemical, other hazardous or solid waste or fertilizers within the area of the leasehold.

The purpose of the leasing of this area is to ensure that the Town of Farmington will maintain control over the area within the four hundred (400) foot radius and protect the quality of the water to be produced by the well.

The second tract or parcel which is the subject of this lease consists of the area to be used for the construction of a pump station consisting of 1.2 acres more or less, more particularly bounded and described as follows:

Tract II:

Beginning at the sideline of the roadway running from route 11 to the well site on the Northerly side of said roadway, running parallel to the sideline of the roadway; thence turning and running Northerly to other land of Coastal Materials; thence turning and running along the land of Pike Industries to the property now or formerly of Whitehouse; thence turning and running Southerly by said Whitehouse property and other land of Coastal Materials to the point of beginning at the sideline of the roadway. Consisting of 1.2 acres more or less.

That in addition to the leasing of the two parcels described above, the first parcel containing 10.4 acres more or less, and the second parcel, the one situate on Tax Map R 14, Lot 12, LESSOR also grants and easement to the LESSEE to utilize, construct, improve, and maintain the existing access roadway from Route 11 to the site of the proposed well. The purpose of this easement shall be two-fold. First, it shall allow for access by the Town of Farmington, its employees and agents to the well head itself and to the pumping station constructed on the second parcel which is the subject of this lease agreement. In addition, the area of the easement shall also be utilized by the Town of Farmington to construct and install a pipeline running from the well head to the existing water main on Route 11. The pipeline will be constructed within the easement of right-of-way of the existing roadway which will provide access to the well with the exception of the traverse of the Cocheco River. Rather than crossing on the existing culverts as the roadway does, the pipeline will be bored under the river so as to avoid the threat of washouts. The easement shall be extended in a Southerly direction from the sideline of the existing roadway as it approaches the Cocheco river in order to enable the installation of the bore under the river separate and apart from the point where the roadway traverses the river. LESSOR hereby reserves unto itself the right to use any easements now existing or hereinafter created over the leased premises for its own purposes of ingress and egress and for its other business purposes.

5. Taxes, Betterments and Impositions. During the term of this lease the LESSEE shall be solely responsible for any and all real estate taxes, betterments, assessments or other impositions upon the leased premises and shall hold the LESSOR harmless therefrom.

6. Liability Insurance. LESSEE covenants and agrees, at its sole cost and expense, throughout the duration of this lease to obtain, keep, and maintain in full force and effect for the mutual benefit of LESSOR and LESSEE comprehensive liability insurance against claims for damages to persons or property arising out of the use and occupancy of the leased premises or any part or parts thereof in limits not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death and property damage in all instances in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). All insurance provided for in this paragraph may

be in the form of a general coverage, floater policy or so-called blanket policy which may be furnished by LESSEE naming the LESSOR as an additional insured. It is understood that the parties shall, not less than each five (5) years, during the term of this lease agree on such increase in the limits of the foregoing policies as shall be commensurate with the prevailing economic conditions. LESSEE's failure to effectuate any and all such insurance and renewal policies of insurance required and to pay the premiums and renewal premiums on all such policies of insurance as they become due and payable and to deliver all such certificates of insurance and renewals thereof or duplicate originals to LESSOR within the time stated herein which shall not be less than fifteen (15) days prior to the expiration of the policy it renews, shall constitute a default by LESSEE under the terms of this lease. Said policies of insurance shall also provide a clause that the policy shall not be canceled without ten (10) days prior notice to LESSOR.

7. Indemnity. Subject to the provisions of this lease, LESSEE covenants and agrees that from and after the commencement of the initial term of this lease LESSOR shall not be liable or responsible for damages for any personal injury or injuries, deaths, damages, or losses to any persons or property that may suffered or sustained by LESSEE or any of its respective agents, servants, employees, patrons, customers, invitees, visitors, licensees or departments, or by any other person or persons in, on or about the leased premises or any part thereof, arising from LESSEE's failure to keep or cause to be kept the leased premises in good condition and repair or arising from the use or occupancy of the leased premises by LESSEE or any of its respective agents, servants, employees, patrons, customers, invitees, visitors, licensees and/or departments. LESSEE covenants and agrees to indemnify and save LESSOR harmless from and against any and all liability, costs and expenses for damages, losses, injuries, or deaths to persons, or damages or losses to property which may be imposed upon or incurred or asserted against LESSOR as a result of LESSEE's use and occupation of the leased premises.

8. Construction of Buildings and Improvements. If LESSEE at any time or times during the term of this lease shall construct any building, buildings, structures, pipes, or improvements on the leased premises or on any part thereof, the same shall be constructed without cost or expense to the LESSOR. All such construction shall be in accordance with the requirements of all laws, Federal, State, County, and Municipal, including orders, rules, regulation and regulations of all governmental authorities having jurisdiction over the leased premises. LESSEE agrees at all times to maintain any improvements, constructed on the leased premises in accordance with the law and regulations and requirements of any governmental authority, agency, or department, having jurisdiction thereof, without cost or expense to LESSOR.

9. Mechanics Liens. LESSEE agrees to discharge all mechanics liens within ten (10) days after the date of filing the same and shall do all things necessary to keep the premises free from all such liens resulting from its use of the leased premises.

10. Compliance With Laws. LESSEE covenants and agrees that during the term of this lease LESSEE shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the Federal, State, County, City and Municipal governments or

any of the departments, bureaus, boards, commissions and officials thereof with respect to the leased premises, the buildings and improvements thereon or hereafter constructed by LESSEE.

11. Notice. Notice under this lease shall be deemed to have been given by one party to the other provided that such notice is given by certified mail, return receipt request, to the address contained in this lease or to any subsequent address provided by either party to the other in writing.

12. Condemnation. If the leased premises shall be taken by the exercise of the right of domain for any public or quasi public improvement or use, this lease and the term hereby granted shall then terminate on the date when title to the premises so taken shall vest in the appropriate authority or on the date when any possession is required to be surrendered, whichever is later. LESSEE shall have no right to any condemnation award made in favor of the LESSOR as owner of the leased premises.

13. Non-disturbance by Landlord. Provided this lease is not otherwise in default the LESSEE shall have a right of quiet enjoyment to the premises during the term of this lease.

14. Initialed Exhibits. The plans annexed to this lease have been initialed by the parties hereto for the purposes of identification.

15. Holdover. If the LESSEE shall holdover as a Tenant after the expiration of the then existing lease term then such Tenancy shall be deemed to be on a month to month basis and LESSOR shall establish the rent from month to month.

16. Binding on Successors and Assigns. Except as otherwise provided in this lease, all terms of this lease shall be binding and enure to the benefit of the parties hereto, their respective successors and assigns. The LESSEE shall have no right to assign this lease without the express prior written consent of the LESSOR.

17. No Waiver. No waiver of any covenant or condition contained in this lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

18. Interpretation. This lease shall be construed in accordance with the law of the State of New Hampshire. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The neuter gender includes the masculine and the feminine.


19. Entire Agreement. This lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the leased premises described above and this lease may not be amended, modified, released, or discharged in whole or in part except by an instrument in writing

signed by the parties hereto, their respective successors and assigns.

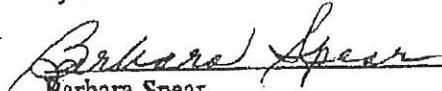
20. In the event the Lessee ceases to use the premises as a well site and pumping station for the benefit of the Town of Farmington, this lease will terminate and all rights of the Lessor hereunder shall be null and void.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused these presents to be executed by their proper officials on the day and year first above written.


Town of Farmington
by its Selectmen



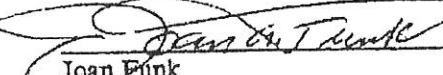
Witness



Barbara Spear



Witness



Joan Funk



Witness

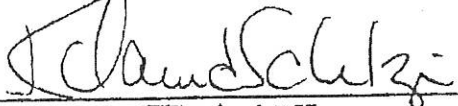


William Tsiros

Coastal Materials Corporation



Witness

By: 

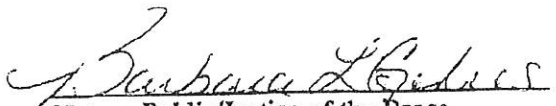
Its Daily Authorized Officer
Name: R. David Schelzi
Title: President

STATE OF NEW HAMPSHIRE
STRAFFORD, ss

Date:

Personally appeared Barbara Spear, Selectman; Joan Funk, Selectman; and William Tsiros, Selectman; known to me, or satisfactorily proven to be, the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes contained therein.

Before me,



Notary Public/Justice of the Peace
My Commission Expires:

STATE OF NEW HAMPSHIRE MAES

~~ROCKFORTH~~, ss
ESSEX

Date: 12/17/98

The personally appeared R. David Schetz who acknowledged himself to be the President, of Coastal Materials Corporation and that he/she as such Manager, being authorized so to do, executed the foregoing for the purposes contained therein.

Before me,

Nancy C Smith
Notary Public/Justice of the Peace
My Commission Expires:

**NANCY C SMITH
NOTARY
AUG 8, 2004**

How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at: auction.paulmcinnis.com/auctions (refer to the Due Diligence Checklist contained in the property information package). Finally, submit your bidder registration form with the required bidder deposit to the Auctioneer.

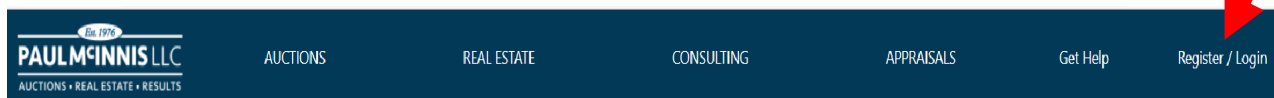
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$20,000 deposit per parcel or \$100,000 deposit for the entirety by cashier's check payable to Paul McInnis LLC or e-check through Earnnest will be delivered to the auction company as a qualification to bid. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering any required additional earnest money deposit at the time and place of the auction, you hereby authorize the Auction Company to retain your Bidder Deposit for each property as a NON-REFUNDABLE, NON-COMPLIANCE FEE.

To deliver the Bidder Deposit by physical check, you may deliver the Bidder Deposit for each property to our office or at the ON-SITE AUCTION. To deliver your Bidder Deposit by E-check you will do so through EARNNEST a digital payment platform. You may request this option by emailing admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

You can access the online auction portal, auction.paulmcinnis.com/auctions, by [clicking here](#).

As shown below, you will need to "**Register/Login**" in the upper right-hand corner of your screen to register and create your online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your auction.paulmcinnis.com/auctions account.



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



Est. 1976

PAULMCINNIS LLC

AUCTIONS - REAL ESTATE - RESULTS

One Juniper Road, North Hampton, NH 03862
paulmcinnis.com
Phone (603) 964-1301 Fax (603) 964-1302

Email completed form to
admin@paulmcinnis.com

ONLINE BIDDER REGISTRATION FORM 23PM-18
Pre-Bidding Opens: Wednesday, June 21st at 9:00 a.m.
Pre-Bidding Closes: Tuesday, June 27th at 10:00 a.m.
Live Webcast: Tuesday, June 27th at 11:00 a.m.

SELECT LOT(S):

- Lot 1 Parcel A, Farmington, NH
- Lot 2 Parcel B, Farmington, NH
- Lot 3 Parcel C, Farmington, NH
- Lot 4 Parcel D, Rochester, NH

- Lot 5 Combination Parcels B & C
- Lot 6 Combination Parcels C & D
- Lot 7 Combination Parcels B, C & D
- Lot 8 Entirety Parcels A, B, C & D

A \$20,000 deposit per parcel or a \$100,000 for the entirety.

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

Terms: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$20,000 deposit per parcel or a \$100,000 deposit for the entirety by cashier's check payable to Paul McInnis LLC or e-check through Earnnest will be delivered to the auction company as a qualification to bid. Successful bidder(s) to deliver earnest money totaling 10% of the total purchase price less the initial registration deposit at the time and place of auction by personal or business check with the balance due at closing within 30 days of the auction.

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

PRINT BUYER'S NAME:

SIGNATURE OF BIDDER:

DATE:

23PM-18 Reviewed by:
