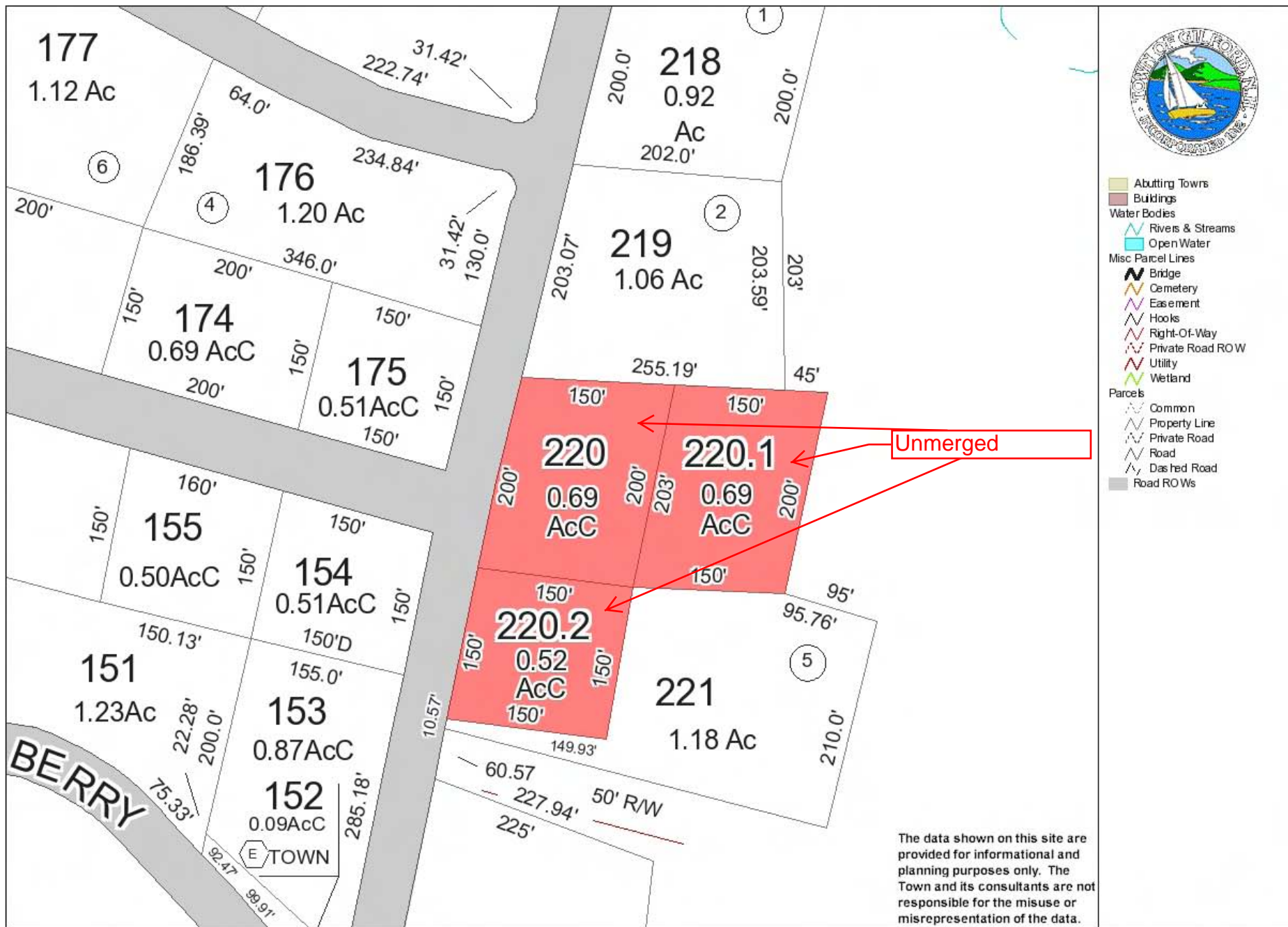


## Sleeper Hill Road Unmerge Barbara Hauck

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

Summary of my (BAichinger) conversation with Barbara Hauck October 30<sup>th</sup> 2008

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



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

Unmerged



3 Parcels merged  
into one

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



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

COPY

**Recreation Center of New Hampshire**

---

October 22, 2005

Barbara Hauck  
59 Sleeper Hill Road  
Gilford, NH 03249

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

Dear Ms. Hauck,

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

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

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

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

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

Barbara Hauck  
October 22, 2005  
Page Two

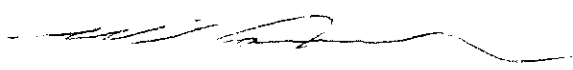
When you receive your 2005 fall tax bill, please come into the Appraisal Office, we will see that an administrative abatement will be issued to reflect the differences from the billed assessments and the revised assessments so that you will pay only on the revised assessments.

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

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

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

Sincerely,



Wil Corcoran  
Town Appraiser

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

Cc: Board of Selectmen

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

of Gilford

Belknap County, State of

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

of the City of Littleton,

Grafton

County, State of

New Hampshire

, with WARRANTY COVENANTS,

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

(Description and incumbrances, if any)

and described as follows:

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

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

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

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

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

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

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

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

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

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

BK 676 PGE - 22

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

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

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

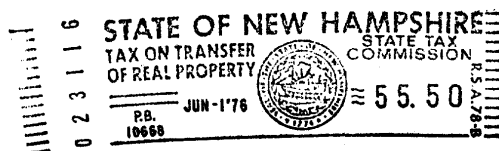
The disposal of all sewage on said lot shall be accomplished by means of a public sewer system or by means of septic tanks of a standard type properly proportioned for their per capita demand. If septic tanks are used the determination of their location shall be made in accordance with state and local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

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

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

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

OK - 117 1000 - 10



FILED

1976 JUN -1 PH 3:11  
*Courtney Wheeler*  
REGISTRY OF DEEDS  
BELKNAP COUNTY

wife of said Grantor,  
husband

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

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

Witness:

*Roland S. Kimball Jr.*  
Witness

*Clifton F. Messer*  
Clifton F. Messer

*Arlene R. Messer*  
Arlene R. Messer

State of New Hampshire

Belknap County ss.

Oct 31 1975

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

BK 876 PGE - 24

*Theresa Kimball*  
Notary Public — Justice of the Peace




RECEIVED

2004 JUL 27 AM 8:29

414752

*Rachel M. Thompson*  
REGISTRAR  
BELKNAP COUNTY  
*Registrar*

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

**WARRANTY DEED**

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

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

**TRACT I:**

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

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

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

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

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

**TRACT II:**

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

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

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

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

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

### **TRACT III:**

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

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

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

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

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

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

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

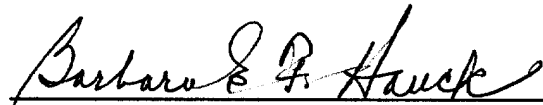
3. Temporary structures used in construction or permanent buildings are excepted but shall be removed immediately upon the completion of the permanent buildings.
4. No structures shall be placed nearer than 25 feet from the Town roads or streets or proposed Town roads or streets, nor nearer than 15 feet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

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

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

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

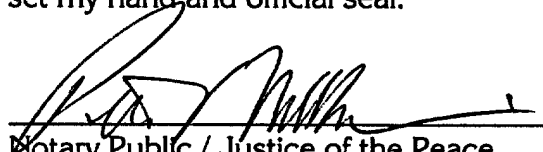
Signed this 26 day of July, 2004.

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

STATE OF NEW HAMPSHIRE  
COUNTY OF BELKNAP

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

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

  
Notary Public / Justice of the Peace  
My Commission Expires: \_\_\_\_\_

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

BK2070PG0022