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Register of Deeds, Strafford County

WARRANTY DEED

Arthur R. DiMambro, Trustee of the Arthur R. DiMambro 2003 Trust, of 49 Madbury Road, Durham, New Hampshire, and Arthur R. DiMambro, Trustee of the Celeste DiMambro 2003 Trust, for consideration paid, grant the Town of Durham, 15 Newmarket Road, Newmarket, New Hampshire, County of Strafford.

With Warranty Covenants

The following two parcels of land with the buildings thereon located in Durham, New Hampshire.

Parcel 1:

A certain parcel of land with the buildings thereon, situate on the Westerly side of Madbury Road in Durham, Strafford County and State of New Hampshire, shown on plan entitled "Plan of Land, C. Fay Peterman, Durham, N.H., dated June 1955, G.L. Davis & Associates", a copy of which is recorded in Strafford County Registry of Deeds, Pocket #1, Folder #1, as Plan #7, and bounded and described as follows:

Beginning at an iron pipe in the Westerly sideline Madbury Road, said iron pipe also being at the junction of the Northeastly corner of the herein described premises with the Southeastly corner of land now or formerly of Clayton L. and Edna A. Follansbee; thence S 00° 20' W by the Westerly sideline of Madbury Road a distance of one hundred forty-eight and twenty-one hundredths (148.21) feet to an iron pipe at the Northeastly corner of land now or formerly of Wallace J. and Helen A. Morse; thence N 87° 04' W by land of said Morse a distance of one hundred seventeen and twenty-four hundredths (117.24) feet to an iron pipe at the Northeastly corner of land now or formerly of Albert and Angie Mitchell; thence S 88° 39' W by land of said Mitchell a distance of eighty-three and ten hundredths (83.10) feet to an iron pipe; thence S 00° 43' E by land of said Mitchell a distance of fifteen and three hundredths (15.03) feet to an iron pipe; thence S 89° 13' W by land of said Mitchell a distance of twelve

and thirty-three hundredths (12.33) feet to an iron pipe at the Southeasterly corner of land now or formerly of C. Fay Peterman; thence N 02° 22' W by land of said Peterman a distance of one hundred twenty-nine and fifty hundredths (129.50) feet to an iron pipe; thence N 15° 56' E by land of said Peterman a distance of one hundred forty and twenty-four hundredths (140.24) feet to an iron pipe at land of said Follansbee; thence S 52° 30' E by land of said Follansbee a distance of one hundred sixty-eight and forty-nine hundredths (168.49) feet to an iron pipe; thence S 87° 09' E by land of said Follansbee a distance of forty-six and forty hundredths (46.40) feet to the point of beginning.

Parcel 2:

A certain tract of land situated in Durham, County of Stafford and State of New Hampshire, on the road leading from Durham Village to Madbury Corner, passing the residence of Lucien Thompson, said road known as the Madbury Road, and being bounded and described as follows:

Said tract commencing at a stone post on said Madbury Road, so-called, fifty (50) feet from the land that George H. Witcher bought of the late James Stevens; thence South 87° West in a straight line to a stone post four hundred eighty (480) feet from said road or first stone post; said second stone post being also fifty (50) feet from said Witcher land, so-called, and on a line with the Easterly boundary line of the private street on said Witcher's land; the course of said line being North 7° 10' West; thence from said second stone post North 7° 10' West, one hundred one (101) feet to a third stone post beyond the ditch or run; thence North 23° East, three hundred thirty-one and four tenths (331.4) feet to land of Lucien Thompson; thence South 54° 45' East, four hundred fifty (450) feet by the division fence and wall between land of Winthrop S. Meserve and land of Lucien Thompson to the road first mentioned; thence by said road first mentioned South 1/2° East, one hundred twenty-two and four tenths (122.4) feet to the stone post first mentioned; said tract containing two and three-fourths (2 3/4) acres, more or less. Together with all my right, title and interest in and to the burial lot of three rods square located within said tract.

Reserving to Fred E. Davis, the right to make use of a roadway across the Westerly side of the above described premises, which roadway shall be a continuation of Stafford Avenue, so-called.

Excepting and reserving from the above described premises the following parcels of land:

1. Premises conveyed from Gustave C. Peterman to Albert Mitchell and Angie Mitchell by deed dated October 17, 1951 recorded in Stafford County Registry of Deeds Book 597 Page 267.

2. Premises conveyed from Gustave C. Peterman to Wallace J. Morse and Helen A. Morse by deed dated January 4, 1954 recorded in Strafford County Registry of Deeds Book 625 Page 327.
3. Premises conveyed by deed from C. Faye Peterman to Elsie M. MacDonald by deed dated September 16, 1960 recorded in Strafford County Registry of Deeds Book 723 Page 217.
4. Premises conveyed by deed from C. Faye Peterman, Executor of the Estate of Gustave C. Peterman to Tawse September 15, 1955, recorded in Strafford County Registry of Deeds Book 650 Page 457.
5. Premises conveyed from Arthur R. DiMambro and H. Celeste DiMambro to Elsie M. MacDonald by deed dated June 1965 recorded in Strafford County Registry of Deeds Book 796 Page 104.

This conveyance is subject to the following conditions to which Grantee by acceptance of this deed agrees.

- A. The Town of Durham agrees that one room of the structure, once it is converted to use as a town library, shall be named in memory of Celeste DiMambro as "The Celestial Room."
- B. If at anytime after the conveyance of this property to the Town, and before the Town begins to utilize it for library purposes, it decides to abandon its desire to use the property for library use, it will offer the property to the Grantors, or their successors for repurchase at a price that shall equal the original purchase price plus an amount calculated by applying the annual Consumer Price Index for the Northeast Region (CPI) to that purchase price for each year, or part thereof, that has passed after conveyance.

The offer of repurchase shall be made in writing to the Grantors or their successors and they shall have 90 days after such written offer is delivered to them to close and repurchase the property.

Once the Town begins library use of the property, or once the 90-day repurchase period expires, all rights of repurchase shall terminate. Additionally, the right of repurchase established by this provision shall exist only during the lifetime of Arthur R. DiMambro.

One undivided 50% interest being the same premises conveyed to Arthur R. DiMambro as Trustee of the Arthur R. DiMambro 2003 Trust by deed from Arthur R. DiMambro dated May 3, 2003 and recorded in Strafford County Registry of Deeds at Book 2744, Page 0688 and one undivided 50% interest being same premises conveyed from Celeste DiMambro to Celeste DiMambro, Trustee of the Celeste DiMambro Trust by deed dated May 3, 2003 recorded in Strafford County Registry of Deeds at Book 2744, Page 0693.

Arthur R. DiMambro 2003 Trust

Celeste DiMambro 2003 Trust

September 3, 2010

Notary Public/Justice of the Peace

