

Catherine A. Berube

Register of Deeds, Strafford County

Return to:	<b>Orr&amp;Reno</b>
	45 S. Main Street, Suite 400
	<del>PO Box 3550</del>
	<del>Concord, NH 03302-3550</del>

## EASEMENT DEED

### (Access Easement)

**TOWN OF DURHAM**, a municipal corporation with an address of 8 Newmarket Road, Durham, New Hampshire 03824 (the "Grantor"), for consideration paid, grants to the **UNIVERSITY OF NEW HAMPSHIRE**, for itself and by and through the University System of New Hampshire, acting for and on behalf of the University of New Hampshire, each of which is a body corporate and politic created under the laws of the State of New Hampshire, with offices at 5 Chenell Drive, Suite 301, Concord, New Hampshire 03301 (the "Grantee"), with **WARRANTY COVENANTS**, a perpetual easement to pass and repass over and to maintain certain improvements on a portion of property of the Grantor located at the terminus of Orchard Drive, Durham, New Hampshire, which abuts certain real property owned by Grantee commonly referred to as the MacDonald Lot, known as Map 15, Lot 8 (the "UNH Parcel").

The easement is depicted on a certain plan entitled "Easement Plan for The University of New Hampshire Over Land of The Town of Durham (Tax Map 6, Lot 2-43) Orchard Drive, Durham, New Hampshire" prepared by Doucet Survey LLC, dated November 22, 2019, and recorded in the Strafford County Registry of Deeds as Plan No. 12027 (the "Plan"). The easement commences on the southerly side of Orchard Drive, adjacent to the cul-de-sac terminus of said drive, and traverses southeasterly across land of the Grantor to the UNH Parcel, and is more particularly described on Exhibit A attached hereto (the "Easement Area").

A. **PURPOSE.** The purpose of this Easement is to provide the Grantee, its agents, employees, contractors, subcontractors, and other invitees, including members of the public, the right of ingress and egress to and from Orchard Drive to the UNH Parcel by foot and from time to time, with vehicles, machinery, and other equipment for the maintenance of the UNH Parcel, in connection with Grantee's recreational use, academic field research, timber harvesting and processing, trail management and such other similar "natural area" uses hereinafter established by Grantee on the UNH Parcel, subject to the terms of this Easement, and to permit the Grantee to construct, maintain, repair and replace any and all "natural area" improvements, now existing or hereinafter placed in the Easement Area. Notwithstanding the foregoing, the Grantee is not permitted to pave any portions of the Easement Area, nor shall the Easement Area be used as a means of ingress and egress to the UNH Parcel in the event of the future residential or commercial development of the UNH Parcel. The Grantee shall be permitted to park a

maximum of three (3) vehicles within the Easement Area in connection with the purposes described herein; provided, however, that no such vehicles shall remain within the Easement Area for an extended duration, nor shall any vehicles be parked in such a manner as to obstruct the principal hiking path into the UNH Parcel. Grantee shall not be permitted to park vehicles primarily intended for personal transportation ("Personal Vehicles") within the Easement Area. However, the parties acknowledge that the Grantor intends to construct a parking area for Personal Vehicles in the vicinity of the Easement Area (the "Town Parking Lot"), in which Grantee shall be permitted to park Personal Vehicles. In the event the Town Parking Lot is not constructed or, once constructed, is later eliminated or otherwise rendered unavailable, then the parties will cooperate in good faith to identify a mutually agreeable solution as to where Grantee's Personal Vehicles may be parked.

B. MAINTENANCE OF EASEMENT AREA. Except for any maintenance or repair work caused by the negligence of Grantor, the Grantee shall be responsible, at its sole cost and expense, to maintain and repair the Easement Area for its intended purposes. All work shall be constructed and performed in a good, workmanlike fashion, in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. The Grantee shall promptly repair any damage to the Easement Area that is caused by or results from the exercise of its rights pursuant to this Easement. Neither the Grantor nor the Grantee may construct or erect any buildings or other structures within the Easement Area, or cause to be placed anything which would constitute a material obstruction in the Easement Area.

C. COMPLIANCE WITH LAW. The Grantee shall use, possess, maintain, repair and replace the Easement Area and any improvements appurtenant thereto, in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations, and in accordance with any and all federal, state and local permits and approvals (collectively the "Applicable Law").

D. INDEMNIFICATION. The Grantee shall indemnify and hold the Grantor harmless from any and all actions, causes of actions, suits, demands and claims resulting from any damage, injury, loss, expense, fee or cost arising out of or in connection with the Grantee's use, maintenance, repair or replacement of the Easement Area, including the use of the Easement Area by the Grantee's invitees, unless such damage, injuries, losses, expenses, fees and costs were caused by the negligent, reckless, willful or wanton conduct of the Grantor.

E. BINDING EFFECT. The rights, duties and obligations of the Grantor and Grantee are binding upon their respective successors and assigns.

F. BENEFITTED PARCEL. The easement herein granted runs to the benefit of the UNH Parcel more particularly described in a deed dated December 10, 1977, and recorded in the Strafford County Registry of Deeds at Book 1008, Page 453, and shall be held by the Grantee, its successors and assigns, as appurtenant to the UNH Parcel.

G. BURDENED PARCEL. The easement herein granted burdens property of the Grantor more particularly described in a deed dated October 17, 2019, and recorded in the


Strafford County Registry of Deeds at Book 4700, Page 334. The property shall be subject to the Easement created hereby as an encumbrance thereon.

H. TERMINATION; AMENDMENT. This Easement shall continue in full force and effect unless and until it is terminated by the Grantee, following which an instrument shall be recorded in the Strafford County Registry of Deeds signed by the Grantee and the Grantor. This Easement shall not be modified without the prior written consent of the parties.

DATED this 14<sup>TH</sup> day of JANUARY, 2020.

TOWN OF DURHAM

By:

  
Name: TODD I. SELIG, ADMINISTRATOR  
Title: TOWN OF DURHAM, NH  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF Stafford

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2020, by Todd Selig, the duly authorized Administrator of the Town of Durham, a New Hampshire municipal corporation, on behalf of the municipal corporation.

Donna L. Hamel  
Notary Public/Justice of the Peace

My commission expires: 06/01/2021

(SEADONNA L HAMEL  
Notary Public - Justice of the Peace  
Commission Expiration June 1, 2021

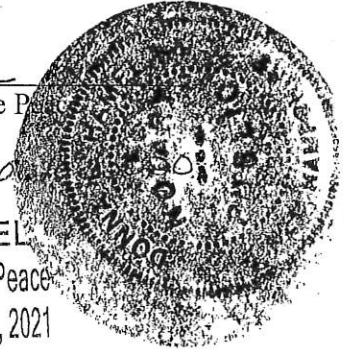


EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

BEGINNING AT A REBAR SET IN A STONE WALL ON THE SOUTHERLY SIDE OF ORCHARD DRIVE IN THE TOWN OF DURHAM, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE; SAID POINT BEING THE NORTHERLY CORNER OF THE EASEMENT AREA HEREIN DESCRIBED;

THENCE ACROSS LAND OF THE TOWN OF DURHAM ALONG SAID STONE WALL THE FOLLOWING COURSES AND DISTANCES;

S 76° 27' 20" E, A DISTANCE OF 46.82' TO DRILL HOLE;

THENCE S 68° 12' 29" E, A DISTANCE OF 44.16';

THENCE S 66° 36' 30" E, A DISTANCE OF 30.81' TO A DRILL HOLE;

THENCE S 65° 15' 35" E, A DISTANCE OF 52.56' TO A DRILL HOLE;

THENCE S 69° 35' 14" E, A DISTANCE OF 5.11' TO AN INTERSECTION OF STONE WALLS AT LAND OF THE UNIVERSITY OF NEW HAMPSHIRE;

THENCE BY SAID LAND OF THE UNIVERSITY OF NEW HAMPSHIRE ALONG SAID STONE WALL THE FOLLOWING COURSES AND DISTANCES;

S 31° 59' 06" W, A DISTANCE OF 8.74' TO A DRILL HOLE;

THENCE S 33° 43' 59" W, A DISTANCE OF 12.39' TO THE END OF SAID STONE WALL;

THENCE S 42° 49' 26" W, A DISTANCE OF 15.16' TO THE BEGINNING OF A STONE WALL;

THENCE ALONG SAID STONE WALL THE FOLLOWING COURSES AND DISTANCES;

S 35° 09' 36" W, A DISTANCE OF 57.10';

THENCE S 31° 14' 35" W, A DISTANCE OF 14.39';

THENCE S 36° 47' 17" W, A DISTANCE OF 8.66' TO A REBAR IN SAID STONE WALL AT THE CORNER OF LANDS OF THE UNIVERSITY OF NEW HAMPSHIRE AND OTHER LANDS OF THE TOWN OF DURHAM;

THENCE TURNING AWAY FROM SAID WALL N 48° 00' 47" W, A DISTANCE OF 208.61' ACROSS LAND OF THE TOWN OF DURHAM TO A REBAR ON THE SOUTHERLY SIDE OF ORCHARD LANE;

THENCE ALONG THE SOUTHERLY SIDE OF SAID ORCHARD LANE BY A CURVE TURNING TO THE LEFT WITH A CHORD BEARING OF N 71° 21' 52" E, A DELTA OF 42° 36' 49", A RADIUS OF 80.00' AND A LENGTH OF 59.50' TO THE BOUNDS BEGUN AT.

SAID PROPOSED EASEMENT AREA CONTAINS 15,689 SQUARE FEET OR 0.36 ACRES.