

S# 1994 6-6-16
6-8-4

95 DEC 11 PM 12: 52
REGISTER OF DEEDS
STRAFFORD COUNTY

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT, I, Margery J. Milne, of One Garden Lane, Town of Durham, County of Strafford and State of New Hampshire, for consideration paid, grant to Margery J. Milne, Trustee of the Margery J. Milne Revocable Trust of 1995, of One Garden Lane, Town of Durham, County of Strafford and State of New Hampshire, with quitclaim covenants the following described premises:

PARCEL 1. 6-6-16

A certain tract of land situate in the Town of Durham, County of Strafford and State of New Hampshire in the westerly side of Faculty Road, bounded and described as follows:

- Beginning at a concrete bound on the westerly side of said Faculty Road at Lot #11; thence
- 1. S 61° 30' W by Lot #11 one hundred fifty (150) feet to a concrete bound at Lot #17; thence
- 2. N 28° 30' W by Lot #17 eighty-five (85) feet to a concrete bound at Garden Lane; thence
- 3. N 38° 07' E by said Garden Lane thirty-five and 80/100ths (35.80) feet to a concrete bound; thence;
- 4. N 60° 30' E by said Garden Lane ninety-seven and 5/100ths (97.50) feet to a concrete bound; thence
- 5. By a 20-foot radius on said Garden Lane thirty-one and 42/100ths (31.42) feet to a concrete bound on the westerly side of said Faculty Road; thence
- 6. S 28° 30' E by said Faculty Road eighty (80) feet to the bound begun at.

Containing 14,490 square feet, more or less, and being Lot No. 10 on plan of "University of New Hampshire, Faculty Development", dated November, 1945, by Ned Spaulding, Civil Engineer, Hudson, N.H. and being Plat No. 1, page 85, on file in Strafford County Registry of Deeds, which plan by reference is incorporated in and made a part of this deed and to which reference may be had for a more particular description of said premises.

The above described premises are conveyed subject to the following terms, conditions, restrictions and covenants:

- (1) That only a single family residence shall be constructed upon said premises.
- (2) That no building shall be erected upon said premises within 25 feet from the street line, and such building shall be of a type to conform to the surrounding residences.
- (3) Construction of a residence upon said premises shall be started within one year from the date of this deed, unless such time shall be extended in writing by the University.
- (4) That no building of facilities for commercial operations shall be constructed on said premises.
- (5) That plans for the construction of any building to be erected on said premises, or the remodeling thereof, shall first be submitted to the University for approval, and no construction shall be started until approval in writing by the University has first been obtained.
- (6) That in the event the building when erected or in the process of construction shall be damaged or demolished, the grantee, or his heirs or assigns shall remove the debris remaining and begin new construction subject to the terms and conditions herein provided within one year from the date of such damage or destruction.
- (7) That in the event that the grantee, or his heirs or assigns, fails to comply for a period of thirty (30) days after notice with the covenants and conditions set forth in the foregoing paragraphs, the grantor shall have the right to re-purchase said premises from the grantee, or his heirs or assigns, at the price paid by the original grantee, plus a reasonable adjustment to be determined solely by the University, for permanent improvements, if any made by the grantee, or his heirs or assigns, enhancing the value of such premises. Upon tender of such amount,

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said grantee, or his heirs or assigns shall execute and convey by quitclaim deed to the University, or its nominee, all of his right, title and interest in and to said premises, free and clear of all encumbrances.

(8) If at any time, the grantee, or his heirs or assigns, desires to sell his interest in said premises, same may be offered for sale to a member of the staff of the University of New Hampshire at a price to be mutually agreed upon at the time of sale. If the premises are not offered for sale and sold to a member of the staff of the University, same shall then be offered for sale to the University at a price to be mutually agreed upon at the time of sale. If the Parties are unable to agree upon the purchase price, each shall appoint an appraiser, and the two so appointed shall appoint a third, and the property shall then be sold to the University at the price determined by a majority of the appraisers so appointed. Upon tender of such amount said grantee, or his heirs or assigns shall execute and convey by quitclaim deed to the University, or its nominee, all of his right, title and interest in and to said premises, free and clear of all encumbrances.

(9) That all the above conditions and restrictions shall be deemed to be covenants running with the land in favor of the University only and shall be binding upon the heirs, executors, administrators, lessees, assigns, and all subsequent grantees, and shall be incorporated verbatim in all subsequent deeds or instruments of conveyance.

(10) If the grantee, or his heirs or assigns, refuses or declines to execute and deliver a quitclaim deed within ten (10) days of tender of the amount due as provided for in paragraphs 7 and 8, the University shall have the right to re-enter and repossess said premises without further notice or proceeding and the amount found due the grantee, or his heirs or assigns, shall be deposited in escrow in the Stratford National Bank of Dover, N. H., for the benefit of the grantee, or his heirs or assigns, as his or their interest may appear.

(11) Title to the above described premises shall immediately revert to the vest in the University upon re-entry and repossession and notice of same shall be given by an affidavit to that effect signed on behalf of the University and recorded in Stratford County Registry of Deeds.

(12) Upon re-entry and repossession as above provided, the University shall become sole owner of said premises and may then sell or otherwise dispose of same free, clear and discharged of all claims of the grantee, or his heirs or assigns.

Meaning and intending to convey the premises to the grantor, Margery J. Milne by deed of the University of New Hampshire dated May 3, 1948, Recorded with the Stratford County Registry of Deeds at Book 559, Page 461

Lorus J. Milne's death certificate is recorded herewith.

PARCEL II.

6.8.4

A certain tract or parcel of land situate on the Southerly side of Mill Pond Road in the Town of Durham, County of Stratford and State of New Hampshire, and being designated as Lot C on a plan entitled "Plan of Lots for Walter W. Cheney, Mill Pond Road, Durham, New Hampshire" by G.L. Davis & Associates, dated June 1972 and recorded as Plan 30, Pocket 1, Folder 1 of the Stratford County Registry of Deeds, bounded and described as follows:

Beginning at a stake on the Southerly side of Mill Pond Road at other land of Lorus J. Milne; thence running by and along said road on a curve to the right with a radius of One Hundred Eighty-five (185.0) feet a distance of Forty-six and eighty hundredths (46.80) feet; thence running S. 86° 47' W. by and along said Road a distance of Ninety-eight and Four Tenths (98.4) feet to a point at the Northwest corner of the premises herein described and Lot B; thence turning and running S. 0° 45' W. by and along said Lot B a distance of Twenty-two (22) feet, more or less, to College Brook, so called, as set forth on said Plan; thence turning and running in a generally Southeasterly direction by and along the thread of said Brook to a stake at a stonewall at other land of said Milne and the Easterly corner of Lot B; thence turning and running N. 36° 19' E. by and along said stone wall and Milne land a distance of Forty-three and seven tenths (43.7) feet; thence continuing N. 20° 28' E. by and along said stonewall and Milne land a distance of Thirty-six and Seven Tenths (36.7) feet to a stake at the end of said stonewall; thence continuing N. 03° 13' W. by and along said Milne land a distance of Thirty-three (33.0) feet to the point of beginning.

Subject, however, to any and all easements for water, sewer and/or other utilities of record in said Registry as the same may pertain to the subject premises.

Subject also to restriction against construction as set forth in said deed.

Meaning and intending to convey the same premises conveyed to the Grantor by Deed of Walter W. Cheney dated January 30, 1973, and recorded in Book 921, Page 220 of the Stratford County Registry of Deeds.

Lorus J. Milne's death certificate is recorded herewith.

The consideration for this transfer is less than One Hundred Dollars (\$100.00).

Witness my hand this 13 day of August, 1995.

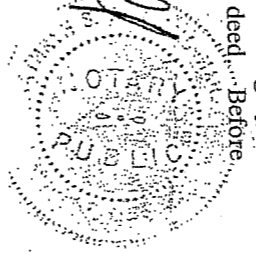
Paul Stead
Witness

Margery Milne
Margery J Milne

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

On this 13 day of August, 1995, personally appeared Margery J. Milne and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Kathryn S. Williams-Hardy
Notary Public



KATHRYN S. WILLIAMS-HARDY, Notary Public
My Commission Expires May 7, 1996

BK 1836 PG 0784

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	
REAL ESTATE TRANSFER TAX	
NO. I. DAY. YR.	AMOUNT
XXXXX THOUSAND XX HUNDRED AND X4 DOLLARS	
12-11-95	197138
	\$40.00

PAID