

Return to:

→ Town of Durham
15 Newmarket Road
Durham, NH 03824

QUITCLAIM DEED

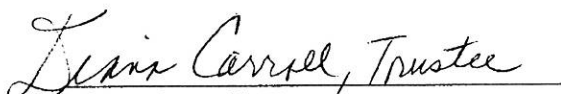
Diana Carroll and Paul Litt, both as Trustees of The Margery J. Milne Revocable Trust of 1995, u/d/t dated August 3, 1995, with a mailing address of 54 Canney Road, Durham, State of New Hampshire 03824, for good and valuable consideration, grant to the **Town of Durham**, a municipal corporation with an address of 15 Newmarket Road, Durham, New Hampshire 03824, with Quitclaim Covenants, the real property described as follows:


A certain tract or parcel of land with the buildings thereon located in Durham, County of Strafford and State of New Hampshire, bounded and described as follows, to wit:

Beginning at a steel stake at the Northwesterly corner of the land herein conveyed at Mill Pond Road, so-called, and property of the Durham Community Church; thence running in a direction S 66° 18' E a distance of Forty-eight and four tenths (48.4) feet to a stone bound and continuing in the same direction a distance of Thirty-six (36) feet, more or less, to the shore of Mill Pond; thence turning and running in a generally Southerly direction along the shore line of said Mill Pond a distance of One Hundred Seventy-five (175) feet, more or less, to the College Brook, so-called; thence turning and running in a generally Westerly direction along said College Brook to a bridge at land of Arthur M. Gahan; thence continuing in a generally Northwesterly direction a distance of Twenty (20) feet, more or less, to Lot No. 54 of Red Tower Development at a stone wall; thence turning and running along said stone wall N 30° 23' E a distance of Eighty and nine tenths (80.9) feet to an elm tree; thence turning and running N 4° 16' W a distance of Thirty-three (33) feet to a steel stake placed in the ground; thence turning and running along said Mill Pond Road in a northeasterly direction a distance of One Hundred Twenty (120) feet, more or less, to the point begun at.

Trustee's Certificate

The undersigned trustees are all of the Trustees under The Margery J. Milne Revocable Trust of 1995, created by Margery J. Milne as grantor under trust agreement dated August 3, 1995, and thereto have full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust, and no purchaser or third party shall be bound to inquire whether the trustees have said power or are properly exercising said power or to see to the application of any trust asset paid to the trustees for a conveyance thereof.


Diana Carroll, Trustee

 TRUSTEE
Paul Litt, Trustee

Meaning and intending to convey the same property described in the deed of C. Faye Peterman to Lorus J. Milne and Margery Milne dated November 2, 1964 and recorded at Book 787, Pages 22 thru 24, in the Strafford County Registry of Deeds. Lorus J. Milne died on May 4, 1987 and his probate is on file in the Strafford County Probate Court, Docket No. 2006-0178, leaving Margery Milne as the surviving joint tenant. Margery Milne died on February 28, 2006 and her probate is on file in the Strafford County Probate Court, Docket No. 2006-0178. In accordance with the terms of Margery Milne's Will, the within described real estate poured-over to the within grantor, The Margery J. Milne Revocable Trust of 1995 (hereinafter, the "Trust").

Restrictions on Use

The Trust contains a provision that the premises hereby conveyed (the "Premises") are to be gifted and conveyed to the within grantee, the Town of Durham, New Hampshire, subject to a perpetual restriction on the future use of the Premises, to wit:

"Grantor's land on the Mill Pond Road in Durham to the Town of Durham, New Hampshire, to use, maintain and administer the same solely as a wildlife sanctuary for the preservation of wild plants and native animals, a source of serenity and a place to observe undisturbed nature -- not as a playground -- to be known as "The Valley Nature Area -- the Gift of Dr. Lorus J. Milne and Dr. Margery J. Milne." Grantor further gives to the said Town of Durham, New Hampshire as a trust fund for the purpose of endowing this gift the sum of Twenty-Five Thousand Dollars (\$25,000.00) to maintain this area and to establish an attractive, tall stone monument with the words inscribed, 'In Memory of Dr. Lorus J. Milne, native of

Toronto, naturalist, author, resident of Durham, and Dr. Margery J. Milne, his wife, who both enjoyed Durham and its natural environment'; and to define the area by the creation of a wild flower garden to be maintained around said memorial."

Consistent therewith, the Premises are burdened by and conveyed subject to the foregoing use restriction, for the benefit of the residents of and visitors to the Town of Durham, New Hampshire, and enforceable by any lineal descendant of Dr. Lorus J. Milne and Dr. Margery J. Milne. Further, by the signature of its duly authorized officer set forth below the Town of Durham acknowledges the foregoing use restriction and affirmatively covenants and agrees to perform the duties imposed on it thereby.

This conveyance is a transfer of title to a town as described in RSA 78-B:2, I and is therefore exempt from the payment of transfer taxes.

Dated this 18 day of December, 2007.

The Margery J. Milne Revocable Trust of 1995

Diana Carroll, Trustee
By: Diana Carroll, Trustee

Paul Litt, Trustee
By: Paul Litt, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

This instrument was acknowledged before me on the 18th day of December, 2007, by Diana Carroll, Trustee of The Margery J. Milne Revocable Trust of 1995, u/d/t dated August 3, 1995.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires:
Seal:

Y.H. REGENSBURGER, Notary Public
My commission Expires February 22, 2011



PROVINCE OF Ontario
COUNTY OF _____

This instrument was acknowledged before me on the 21st day of ~~December~~ ^{January}, 2007, by Paul Litt, Trustee of The Margery J. Milne Revocable Trust of 1995, w/d/t dated August 3, 1995.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: _____
Seal:



AGREED AND ACKNOWLEDGED:

[Signature]
TOWN OF DURHAM

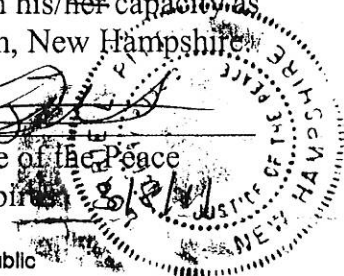
By: _____

Todd I. Selig
Administrator
Town of Durham

STATE OF NEW HAMPSHIRE
COUNTY OF Stratford

8 March This instrument was acknowledged before me on the 19 day of ~~December~~, 2008, by Todd Selig, in his/her capacity as Town Administrator of the Town of Durham, New Hampshire.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: 3/8/11
Seal:



LORRIE L. PITT, Notary Public
Justice of the Peace
My Commission Expires March 8, 2011