

Return to:

Town of Durham
15 Newmarket Road
Durham, NH 03824

Doc # 0013992 Aug 19, 2009 10:54 AM
Book 3768 Page 0949 Page 1 of 6
Register of Deeds, Strafford County

CORRECTIVE
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:

Parcel #1:

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.

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").

Parcel #2:

ALSO CONVEYING HERewith, a certain tract or parcel of land situate on the Southerly side of Mill Pond Road in the Town of Durham, County of Strafford 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 Strafford 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.

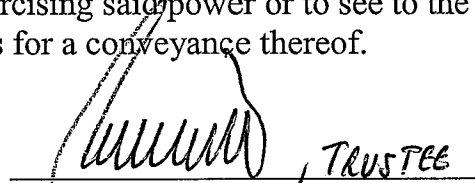
Subject also to restriction against construction as set forth in the deed from Walter W. Cheney to Lorus J. Milne and Margery Milne dated October 19, 1972 and recorded in Book 914, Page 074; see also Corrective Deed dated January 30, 1973 and recorded in Book 921, Page 220; in the Strafford County Registry of Deeds.

Meaning and intending to convey the same property identified as Parcel II as described in the deed of Margery J. Milne to Margery J. Milne, Trustee of the Margery J. Milne Revocable Trust of 1995, dated August 13, 1995 and recorded at Book 1836, Page 0782 in the Strafford County Registry of Deeds.

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


Paul Litt, Trustee

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 also a corrective deed as described in RSA 78-B:2, V; and is therefore exempt from the payment of transfer taxes.

This deed is being corrected to include the conveyance of Parcel #2 which was inadvertently left out of the deed from Diana Carroll and Paul Litt, both as Trustees of The Margery J. Milne Revocable Trust of 1995, to The Town of Durham dated December 18, 2007 and recorded at Book 3628, Page 0423 in the Strafford County Registry of Deeds.

Dated this 31st day of JULY, 2009.

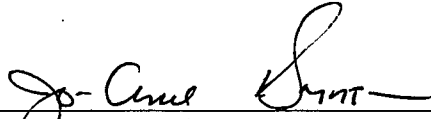
The Margery J. Milne Revocable Trust
of 1995


By: Diana Carroll, Trustee


By: Paul Litt, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

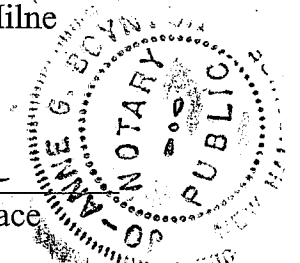
This instrument was acknowledged before me on the 31 day of
July, 2009, by Diana Carroll, Trustee of The Margery J. Milne
Revocable Trust of 1995, u/d/t dated August 3, 1995.



Notary Public/Justice of the Peace
My Commission Expires:

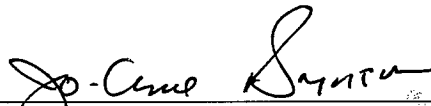
Seal:

JO-ANNE G. BOYNTON, Notary Public
My Commission Expires March 8, 2011



County
PROVINCE OF Strafford, NH
COUNTY OF _____

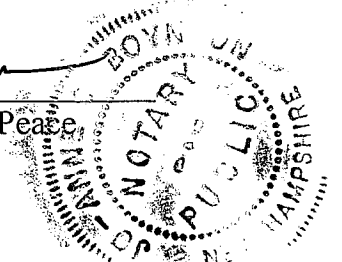
This instrument was acknowledged before me on the 31 day of
July, 2009, by Paul Litt, Trustee of The Margery J. Milne Revocable
Trust of 1995, u/d/t dated August 3, 1995.



Notary Public/Justice of the Peace
My Commission Expires:

Seal:

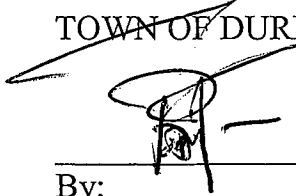
JO-ANNE G. BOYNTON, Notary Public
My Commission Expires March 8, 2011



[Document is continued on Page 6.]

AGREED AND ACKNOWLEDGED:

TOWN OF DURHAM

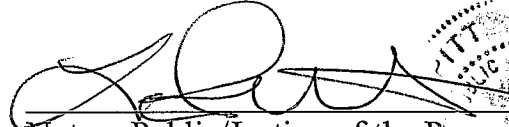


By: _____

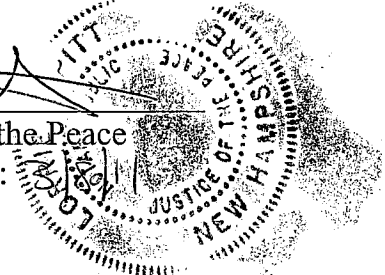
Todd I. Selig
Administrator
Town of Durham

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

This instrument was acknowledged before me on the 12 day of August, 2009, by Todd Selig, in his/her capacity as Town Administrator of the Town of Durham, New Hampshire.



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



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

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