

QUITCLAIM DEED

(With Acknowledgment of Terms by Grantees)

THE UNIVERSITY OF NEW HAMPSHIRE, a public body corporate and politic organized and existing under the laws of the State of New Hampshire, with an address of 5 Chenell Drive, Suite 301, Concord, New Hampshire, 03301, (the "**Grantor**") for consideration paid, grants to **LORI LAMB and STEPHEN LAMB**, wife and husband, as joint tenants with rights of survivorship, both of 64 Bennett Road, Durham, New Hampshire, 03824, (the "**Grantees**") with **QUITCLAIM COVENANTS**:

Two parcels of land only situate off Bennett Road, Durham, County of Strafford, State of New Hampshire, to be joined with and made a part of the Grantees' existing property upon lot line adjustment Planning Board approval, said parcels shown as **Parcel A** and **Parcel B** on plan entitled "Lot Line Adjustment Plan for the University of New Hampshire, 86 Bennett Road-Tax Map 14 Lot 34-0, and Stephen & Lori Lamb, 90 Bennett Road-Tax Map 14 Lot 34-1, Durham, New Hampshire", dated February 3, 2014, Revised July 23, 2016, Drawn by Joseph M. Wichert LLS, Inc., recorded at the Strafford County Registry of Deeds as Plan # _____ (the "Plan"), and more particularly bounded and described as follows:

PARCEL A

Beginning at an iron rod or spike to be set at the southeasterly corner of the within described premises marking a point located 144.57 feet, more or less, N 79° 21' 14" W from an iron rod found, located 147.61 feet, more or less, N 00° 58' 38" W of another iron rod found on the northerly sideline of Bennett Road marking the southeasterly corner of land of the Grantees, shown as (existing) Tax Map 14 Lot 34-1, thence from said defined iron rod or spike marking the

point of beginning, turning and running N 10° 23' 37" W a distance of 110.82 feet, more or less, to an iron rod or spike to be set; thence turning and running S 83° 46' 39" W a distance of 120.95 feet, more or less, to an iron rod or spike to be set; thence turning and running N 89° 01' 22" E a distance of 101.91 feet, more or less, to a point; thence turning and running S 14° 50' 40" E a distance of 98.45 feet, more or less, to a point; thence turning and running S 79° 21' 14" E a distance of 13.34 feet, more or less, to the iron rod or spike to be set marking the point of beginning.

The above described Parcel A contains 2,269 square feet (0.052 acres), more or less, and is conveyed not as a separate lot, but intending to become a part of (enlarging) Tax Map 14, Lot 34-1, as a shown on said plan.

PARCEL B

Beginning at an iron rod found on the northerly side of Bennett Road marking the southeasterly corner of the land of the Grantees, shown as Tax Map 14 Lot 34-1; thence turning and running N 00° 58' 38" W by and along the existing easterly boundary of said Tax Map 14 Lot 34-1 a distance of 147.61 feet, more or less, to an iron rod found; thence turning and running N 79° 21' 14" W a distance of 144.57 feet, more or less, to an iron rod or spike to be set; thence turning and running S 81° 03' 29" E a distance of 259.20 feet, more or less, to the to an iron rod or stake to be set; thence turning and running S 44° 00' 37" E 15 feet to an iron rod or stake to be set at or near the northerly sideline of Bennett Road; thence turning on a curve to the right having a radius of 2350 feet a distance of 69.97 feet to a point; thence turning and running S 44° 22' 53" W 107.34 feet, more or less, to the iron rod found marking the point of beginning.

The above described Parcel B contains 10,190 square feet (0.234 acres), more or less, and is conveyed not as a separate lot, but intending to become a part of (enlarging) Tax Map 14, Lot 34-1, as shown on said plan.

The above described Parcel B is hereby conveyed **TOGETHER WITH and SUBJECT to a COMMON ACCESS EASEMENT** encumbering the below described COMMON ACCESS EASEMENT PARCEL upon the terms and conditions hereinafter set forth for use by pedestrians and motor vehicles for convenient access to the paved driveway on and to the Grantees' land as herein enlarged as shown on the above referenced plan, and on and to the gravel driveway to the Grantor's land at Tax Map 14 Lot 34, as shown on the above referenced plan, for the mutual benefit of the Grantor and Grantees, and their respective successors in title, and the guests, invitees, agents and employees of each.

COMMON ACCESS EASEMENT PARCEL reference to the above referenced lot line adjustment plan, beginning at:

A certain tract or parcel of land situate on Bennett Road, Durham, County of Strafford, State of New Hampshire, shown as PROPOSED COMMON ACCESS EASEMENT on the above

referenced plan more particularly bounded and described as follows (the "Common Access Easement Parcel"):

Beginning at a granite bound, situate on the northwesterly side of Bennett Road, marking the northeasterly corner of the Common Access Easement Parcel hereby described; thence running along the northwesterly side line of Bennett Road on a curve to the right having a radius of 2350.00 feet a distance of 37.00 feet to an iron rod or spike to be set; thence continuing along the same curve on the northwesterly side of Bennett Road (having a radius of 2350.00 feet) a distance of 30.00 feet to a point; thence turning and running in a north northeasterly direction 33.63 feet to another iron rod or spike to be set (located 15.00 feet N 44° 00' 37" W from the last mentioned iron rod or spike to be set located on the northwesterly side of Bennett Road); thence turning and running in a northeasterly direction a distance of 40.03 feet, more or less, to the granite bound marking the point of beginning.

The above described common access easement area contains 500 square feet, more or less.

The Common Access Easement is subject to the following terms and conditions:

A. Maintenance. The Grantor and the Grantees, each at its sole cost and expense, shall be responsible, to maintain, repair and replace that portion of their respective individual driveways located within the Common Access Easement Parcel leading from Bennett Road to each parties' respective parcel. Accordingly, the Grantor shall be responsible for gravel portion of the driveway and the Grantees shall be responsible for the paved portion of the driveway, as those areas are depicted on the Plan. Notwithstanding the foregoing, the parties shall agree on mutually acceptable arrangements for snow and ice removal by a single contractor for those portions of the driveways located within the Common Access Easement Parcel.

B. Indemnification. The Grantor and the Grantees agree to indemnify, defend and hold harmless the other party from and against any and all loss, cost, damage and claims of whatever nature arising from any act, omission, negligence of it/them (of the indemnifying party) in or about the Common Access Easement Parcel, or arising from any accident injury or death caused to any person arising out of the use of the Common Access Easement Parcel by it/them (the indemnifying party) and its/their agents, contractors, guests, invitees or employees.

C. Insurance. The Grantor and the Grantees, each at its own expense, shall be required to procure and maintain in full force and effect a policy or policies of commercial general liability insurance against any liability or claim for personal liability, wrongful death, property damage or liability for which such party is responsible under this Quitclaim Deed, in such amounts as may be agreed to by the parties. Such policies shall name the other party (and their mortgagees and/or lessors, if required) as additional named insureds. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance policies shall provide an obligation requiring the insurer to provide

thirty (30) days written notice to the other party and additional named insureds prior to cancellation or termination of the policy (10 days in the case of non-payment).

TITLE REFERENCE

The above described Parcel A, Parcel B and Common Access Easement Parcel are portions of the same property conveyed by Warranty Deed of Ina E. Thompson to the University of New Hampshire, dated July 30, 1971 and recorded in the Strafford County Registry of Deeds Book 889, Page 57 and/or by Warranty Deed of Ina E. Thompson to the University of New Hampshire, dated March 28, 1974 and recorded in the Strafford County Registry of Deeds Book 943, Page 102.

Executed this _____ day of October 2016.

The University of New Hampshire

Witness

By: Catherine Provencher, CPA, Vice
Chancellor for Financial Affairs and
Treasurer, duly authorized.

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

October ____, 2016

The forgoing instrument was acknowledged, subscribed and sworn to before me this _____ day of October, 2016 by Catherine Provencher, CPA, Vice Chancellor for Financial Affairs and Treasurer, The University of New Hampshire, a public body corporate politic created and existing under the laws of the State of New Hampshire, on behalf of said University.
Before me,

Notary Public
My Commission Expires:

ACKNOWLEDGMENT OF TERMS BY GRANTEEES

The undersigned hereby acknowledge and agree, for themselves, their heirs, assigns and successors in title, that they as owners of the Tax Map 14 Lot 34-1 Parcel as shown on the above referenced Plan, as enlarged by Parcels A and B described herein, and benefitted and burdened by the Common Access Easement upon the terms and conditions set forth above, continue to be bound by the restrictions set forth in the University's deed to them (see Strafford Registry Book 3450, Page 297) as clarified by the University's Quitclaim Deeds to the Grantees (see Strafford

Registry Book 3642, Pages 123 and 124), as modified by Release Deed from the University to the Grantees of even or near date, to be recorded herewith.

Signed this _____ day of October, 2016.

Witness

Lori Lamb

Witness

Stephen Lamb

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

_____, 2016

Personally appeared the above named to Lori Lamb and Stephen Lamb, and acknowledged the foregoing instrument as their voluntary act and deed.
Before me,

Notary Public
My Commission Expires: