

Books 0328 - 4559

Plan Drawers: 0016-002 - 0115-079

Plan Pockets: P001F001#001 - P015F003#169

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1716/637

WARRANTY DEED

DURHAM SHOPPING CENTER, a New Hampshire General Partnership, of 20 Trafalgar Square, Nashua, County of Hillsborough and State of New Hampshire, for consideration paid, grants to Colonial Durham Associates, a New Hampshire Limited Partnership, with a principal place of business at 515 Madison Avenue, 20th Floor, New York, New York, with WARRANTY covenants, all of its rights, title and interest in the land and to any buildings and improvements located thereon in the Town of Durham, Strafford County, State of New Hampshire, as described on Schedule A attached hereto and made a part hereof.

The Grantor and Grantees hereunder expressly agree that neither Dennis Bezanson, as Trustee or individually, nor the Bankruptcy Estate of Edward Lehoullier, shall have any liability for any breach of the warranties of title contained in this Deed.

The property conveyed herein is commercial property, not homestead property.

WITNESS our hands this 14th day of December, 1993.

DURHAM SHOPPING CENTER
By its General Partners

Samuel A. Tamposi, Sr.
SAMUEL A. TAMPOSI, SR.

DENNIS BEZANSON, AS TRUSTEE IN
BANKRUPTCY FOR EDWARD LEHOULLIER

Samuel A. Tamposi, Jr.
TAMPOSI FAMILY INVESTMENT
PROPERTIES
By Samuel A. Tamposi, Jr.,
Managing Partner

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Then personally appeared the above named Samuel A. Tamposi, Sr. and acknowledged the foregoing instrument to be his free act and deed.

Kelly J. Cote
Notary Public/Justice of the Peace
KELLY J. COTE, Notary Public
My Commission Expires March 11, 1997

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Then personally appeared the above named Dennis Bezanson and acknowledged the foregoing instrument to be his free act and deed.

Salvina P. Costa
Notary Public/Justice of the Peace

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Then personally appeared the above named Samuel A. Tamposi, Jr., as Managing Partner of Tamposi Family Investment Properties, and acknowledged the foregoing instrument to be his free act and deed.

Kelly J. Cote
Notary Public/Justice of the Peace
KELLY J. COTE, Notary Public
My Commission Expires March 11, 1997

REGISTER OF DEEDS
STRAFFORD COUNTY

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SCHEDULE A

CERTAIN REAL ESTATE situated in Durham, Strafford County, New Hampshire, described as follows:

A certain lot or parcel of land with the buildings thereon situate on Mill Road, so-called, in the Town of Durham, County of Strafford and State of New Hampshire, bounded and described as follows:

BEGINNING at a point on the Southerly line of Mill Road, at a point in the south edge of the culvert header that is over the center of the culvert of the small brook that flows through Durham Village and under Mill Road, thence running North 54° 12' East along the southerly line of Mill Road One Hundred Twenty-five and Sixty Hundredths (125.60) feet to a point; thence North 56° 52' East along said southerly sideline of Mill Road Fifty (50.00) feet to a point; thence North 61° 14' East along said southerly sideline of Mill Road Fifty (50.00) feet to a point; thence North 69° 10' East along said southerly sideline of Mill Road Fifty (50.00) feet to a point; thence North 72° 30' East along said southerly sideline of Mill Road Fifty (50.00) feet to a point; thence North 77° 55' East along said southerly sideline of Mill Road Fifty (50.00) feet to a point; thence North 86° 10' East along said southerly sideline of Mill Road Fifty (50.00) feet to a point; thence South 88° 44' East along said southerly sideline of Mill Road Fifty and Three Hundredths (50.03) feet to an iron pipe at land of Nicholas Karabelas; thence turning and running South 40° 31' West along said Karabelas land Seventy and Eleven Hundredths (70.11) feet to an iron pipe; thence turning and running South 48° 35' East along said Karabelas land One Hundred One and Thirty Three Hundredths (101.33) feet to an iron pipe; thence South 49° 43' East Fifty and Seventy-two Hundredths (50.72) feet to an iron pipe at the north-westerly corner of land of George Kyreages; thence South 48° 01' East along said Kyreages land Thirty Eight and Ninety-two Hundredths (38.92) feet to a point; thence turning and running South 37° 06' West along said Kyreages land Twenty-four (24.00) feet to a point; thence turning and running South 47° 35' East along said Kyreages land Eighty-two and Ninety Hundredths (82.90) feet to a drilled hole at land of Scammel Grange; thence turning and running South 7° 44' West along said Grange land Thirty-two and Nine Hundredths (32.09) feet to an iron rod; thence South 27° 54' East along said Grange land Fifty-seven and Sixty Hundredths (57.60) feet to a point at land of Elizabeth Smart; thence South 27° 29' East along said Smart land Eighteen and Sixty Hundredths (18.60) feet to a point; thence South 38° 24' East by said Smart land Twelve (12.00) feet to a point; thence South 48° 11' East

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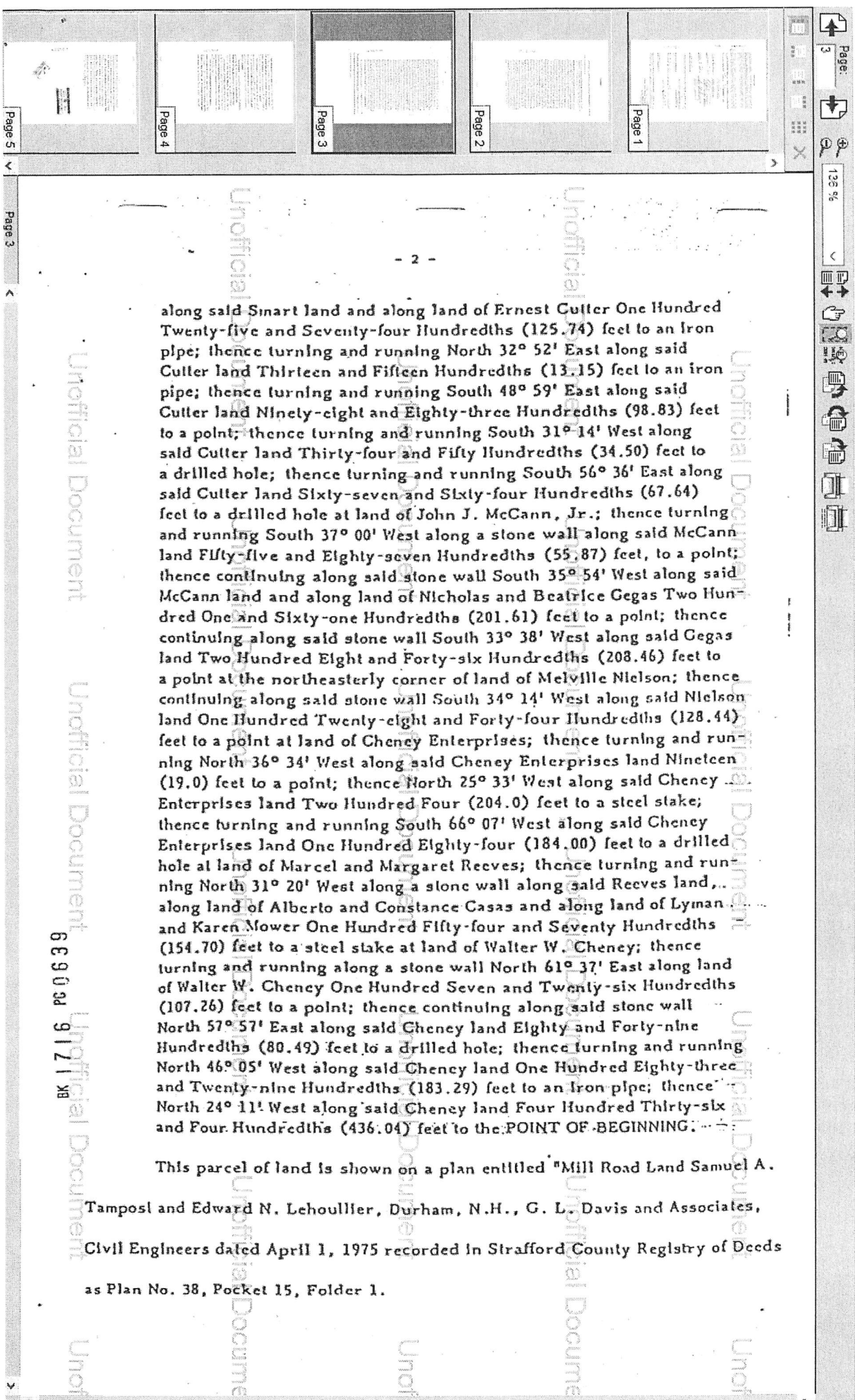
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along said Smart land and along land of Ernest Cutter One Hundred Twenty-five and Seventy-four Hundredths (125.74) feet to an iron pipe; thence turning and running North 32° 52' East along said Cutter land Thirteen and Fifteen Hundredths (13.15) feet to an iron pipe; thence turning and running South 48° 59' East along said Cutter land Ninety-eight and Eighty-three Hundredths (98.83) feet to a point; thence turning and running South 31° 14' West along said Cutter land Thirty-four and Fifty Hundredths (34.50) feet to a drilled hole; thence turning and running South 56° 36' East along said Cutter land Sixty-seven and Sixty-four Hundredths (67.64) feet to a drilled hole at land of John J. McCann, Jr.; thence turning and running South 37° 00' West along a stone wall along said McCann land Fifty-five and Eighty-seven Hundredths (55.87) feet, to a point; thence continuing along said stone wall South 35° 54' West along said McCann land and along land of Nicholas and Beatrice Gegas Two Hundred One and Sixty-one Hundredths (201.61) feet to a point; thence continuing along said stone wall South 33° 38' West along said Gegas land Two Hundred Eight and Forty-six Hundredths (208.46) feet to a point at the northeasterly corner of land of Melville Nielson; thence continuing along said stone wall South 34° 14' West along said Nielson land One Hundred Twenty-eight and Forty-four Hundredths (128.44) feet to a point at land of Cheney Enterprises; thence turning and running North 36° 34' West along said Cheney Enterprises land Nineteen (19.0) feet to a point; thence North 25° 33' West along said Cheney Enterprises land Two Hundred Four (204.0) feet to a steel stake; thence turning and running South 66° 07' West along said Cheney Enterprises land One Hundred Eighty-four (184.00) feet to a drilled hole at land of Marcel and Margaret Reeves; thence turning and running North 31° 20' West along a stone wall along said Reeves land, along land of Alberto and Constance Casas and along land of Lyman and Karen Mower One Hundred Fifty-four and Seventy Hundredths (154.70) feet to a steel stake at land of Walter W. Cheney; thence turning and running along a stone wall North 61° 37' East along land of Walter W. Cheney One Hundred Seven and Twenty-six Hundredths (107.26) feet to a point; thence continuing along said stone wall North 57° 57' East along said Cheney land Eighty and Forty-nine Hundredths (80.49) feet to a drilled hole; thence turning and running North 46° 05' West along said Cheney land One Hundred Eighty-three and Twenty-nine Hundredths (183.29) feet to an iron pipe; thence North 24° 11' West along said Cheney land Four Hundred Thirty-six and Four Hundredths (436.04) feet to the POINT OF BEGINNING.

This parcel of land is shown on a plan entitled "Mill Road Land Samuel A. Tamposi and Edward N. Lehoullier, Durham, N.H., G. L. Davis and Associates, Civil Engineers dated April 1, 1975 recorded in Strafford County Registry of Deeds as Plan No. 38, Pocket 15, Folder 1.



Images Available

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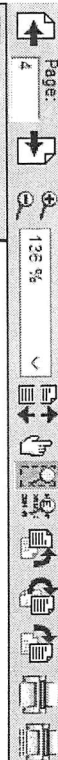
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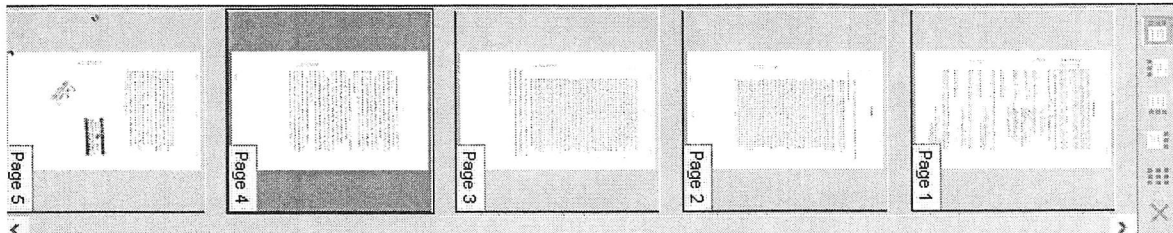
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This conveyance is also made subject to an easement to the Town of Durham to a ten foot strip of land along the southerly side of Mill Road as more fully described in Deed from Samuel A. Tamposi and Edward N. Lehoullier dated April 20, 1973 recorded in Strafford County Registry of Deeds, Book 924, Page 204.

This conveyance is also made subject to a 50 foot right of way reserved to Wilfred A. Osgood to Hanbro, Inc. dated October 13, 1967 recorded in Strafford County Registry of Deeds, Book 835, Page 229, and in corrective Deed from E. Olivia Warfield to Hanbro, Inc. dated June 11, 1975, recorded in Strafford County Registry of Deeds.

This conveyance is also made subject to all sewer easements granted to the New Hampshire College of Agriculture and Mechanical Arts and the University of New Hampshire, their successors and assigns by deed recorded in Strafford County Registry of Deeds, Book 359, Page 506, and in Book 467, Page 489.

This conveyance is also made subject to an easement granted to the Public Service Company of New Hampshire and New England Telephone and Telegraph Company as more fully described in deed dated October 11, 1968, recorded in Strafford County Registry of Deeds, Book 854, Page 254.

Being the same premises conveyed to Samuel A. Tamposi, Gerald Q. Nash, and Edward N. Lehoullier by Deed of Hanbro, Inc., dated October 13, 1967, recorded in the Strafford County Registry of Deeds in Book 835, Page 232, as corrected by corrective deed from Hanbro, Inc. to Samuel A. Tamposi, Gerald Q. Nash, and

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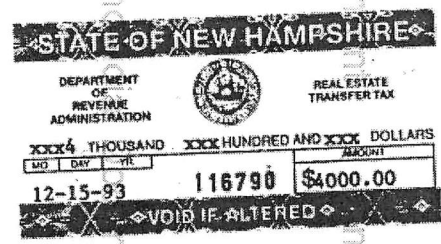
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Edward N. Lehoullier to be recorded herewith in the Strafford County Registry of Deeds, and being the same premises conveyed by Gerald Q. Nash to Edward N. Lehoullier by deed dated April 2, 1971, recorded in the Strafford County Registry of Deeds in Book 883, Page 27, as corrected by corrective deed from Gerald Q. Nash to Edward N. Lehoullier to be recorded herewith in Strafford County Registry of Deeds. See also Boundary Line Agreement between Samuel A. Tamposi, Edward N. Lehoullier and Walter W. Cheney recorded in Strafford County Registry of Deeds. See also deed of Samuel A. Tamposi and Edward N. Lehoullier to Durham Shopping Center dated November 20, 1979, and recorded in said Registry. Book 1043, Page 145.



REGISTER OF DEEDS
STRAFFORD COUNTY

QUITCLAIM DEED

We, Samuel A. Tamposi and Edward N. Lehoullier of Nashua, County of Hillsborough and State of New Hampshire, for consideration paid, grant to the Town of Durham, New Hampshire, with QUITCLAIM covenants,

A certain tract or parcel of land situate in Durham, County of Strafford and State of New Hampshire and bounded and described as follows:

Beginning on the southerly side of Mill Road in Durham at the north-westerly corner of a certain private right of way leading from said Mill Road into the Durham Shopping Plaza, and running thence S 31° 08' E a distance of 664.01 feet to a point; thence turning and running S 8° 17' E a distance of 138 feet to a point; thence turning and running S 33° 17' E a distance of 50 feet, more or less, to a stone wall which forms the boundary line of land of Grantors herein conveyed and the "Red Tower Development", so-called; thence turning and running S 40° W by the stone wall forming said boundary line a distance of 50 feet, more or less, to a point; thence turning and running in a generally northwesterly direction on the reciprocal course of the first three bounds mentioned herein, 50 feet distant from and parallel to said first three bounds mentioned herein to the southerly side of Mill Road; thence turning and running northeasterly along the southerly side of Mill Road a distance of 50 feet to the point of beginning.

Meaning and intending hereby to convey a strip of land 50 feet in width extending from Mill Road, and encompassing in part the present private right of way serving the Durham Shopping Plaza, said strip running in a generally southerly or southeasterly direction from Mill Road to the southerly side of said premises and adjoining the property of the "Red Tower Development", so-called, for the purpose of Grantee constructing a public street over the above-conveyed premises to connect with Chesley Drive, so-called, and to allow for motor vehicle traffic between Mill Road and Route 108 in said Durham.

This deed is granted upon the express condition that the Town of Durham shall, within two years from date hereof, vote at a Town meeting under appropriate article contained in the warrant for this purpose, to construct a public street over the above-described premises connecting with Chesley Drive for the purpose of allowing vehicular traffic to use said public street for access between Mill Road and Route 108; and provided that, having so voted to construct a public street within two years from date of this deed, that said public street is actually constructed and completed within five years from date of this deed. And in the event the Town of Durham either fails to vote to construct a public street over the above-described premises within two years from date hereof, or having so voted fails to complete the construction of said public street within five years from date hereof, then the condition of this deed having been broken, the same shall be null and void and of no effect, and title to the premises herein described shall revert to Grantors herein, their heirs, administrators, successors or assigns.

1974 JUN 20 AM 8:55

STRAFFORD COUNTY

The description herein is subject to more precise location upon appropriate engineering surveys and turning radius requirements. Grantors reserve the right to compute the land area contained in the foregoing description for purposes of complying with building and zoning regulations for future development of the Durham Shopping Plaza.

Meaning and intending hereby to convey a portion of the premises acquired by Grantors by deed of Hanbro, Inc., dated October 13, 1967, and recorded in the Strafford County Records at Book 835, Page 232. See also deed of Gerald Q. Nash to Edward N. Lehoullier duly recorded in the Strafford County Registry of Deeds. This is not homestead property.

Witness our hands and seals, this 15th day of June, 1974.

Witness:

Yvette Leconte Samuel A. Tamposi
Samuel A. Tamposi

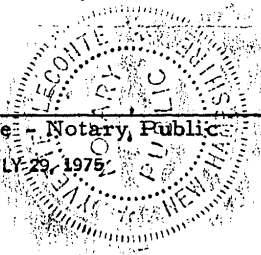
Yvette Leconte Edward N. Lehoullier
Edward N. Lehoullier

THE STATE OF NEW HAMPSHIRE
Hastings, ss.

June 15, 1974

Samuel A. Tamposi and Edward N. Lehoullier personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me, YVETTE LECOINTE

Yvette Leconte
~~Justice of the Peace~~ - Notary Public
MY COMMISSION EXPIRES JULY 29, 1975



REGISTER OF DEEDS
STRAFFORD COUNTY

Marjorie E. Holmes

BK- 948 PGE-016

THE STATE OF NEW HAMPSHIRE

STRAFFORD, SS.

APRIL TERM, 1975

SUPERIOR COURT

Samuel A. Tamposi and
Edward N. Lehoullier

v.

Town of Durham, New Hampshire

STIPULATION FOR FINAL DECREE

It is hereby stipulated and agreed by and among the parties that the following final decree may be entered:

"1. That the deed of Samuel A. Tamposi and Edward N. Lehoullier to the Town of Durham, dated June 15, 1974, and recorded in Strafford County Registry of Deeds, Book 948, Page 15 be reformed so as to contain the following description:

A certain tract or parcel of land situate in Durham, County of Strafford and State of New Hampshire and bounded and described as follows:

Beginning on the southerly side of Mill Road in Durham at the northeasterly corner of a certain private way leading from said Mill Road into the Durham Shopping Plaza and running thence on a curve to the left having a radius of twenty (20) feet a distance of thirty and seventy-five hundredths (30.75) feet to a point; thence S 33° 51' E a distance of six hundred sixty-four and one hundredths (664.01) feet to a point; thence continuing S 14° 23' E a distance of two hundred sixty-eight and twenty-nine hundredths (268.29) feet to a point; thence continuing S 25° 33' E a distance of fifty (50) feet to a point, said last three bounds all being by other land of Samuel A. Tamposi and Edward N. Lehoullier; thence turning and running S 34° 14' W by land now or formerly of the "Red Tower Development", so-called, a distance of fifty-three and sixty-six hundredths (53.66) feet to a point; thence turning and running N 36° 34' W a distance of nineteen and zero hundredths (19.0) feet to a point; thence continuing N 25° 33' W a distance of sixty-three and twenty-five hundredths (63.25) feet, said last two bounds being by land now or formerly of Cheney Enterprises; thence continuing N 14° 23' W a distance of two hundred sixty-four and sixty hundredths (264.60) feet to a point; thence continuing N 33° 51' W a distance of six hundred fifty-two and thirty seven hundredths (652.37) feet, said last two bounds being by other land of Samuel A. Tamposi and Edward N. Lehoullier; thence continuing on a curve to the left having a radius of twenty (20) feet a distance of thirty-two and ten hundredths (32.10) feet to a point on Mill Road; thence turning and running N 54° 12' E by said Mill Road a distance of approximately eighty-seven (87) feet, more or less, to the point of beginning.

1975 JUN 25 PM 11:41

Laura D. Carey

REGISTER OF DEEDS

Meaning and intending to describe a strip of land designated as "future street" on plan of "Mill Road Land, Samuel A. Tamposi and Edward N. Lehoullier," G. L. Davis and Associates, dated April 1, 1975, or thereafter and to be recorded in the Strafford County Registry of Deeds.

2. That the abovementioned deed be reformed so as to include a reservation of the following rights to the grantors Samuel A. Tamposi and Edward N.

Lehoullier:

That Samuel A. Tamposi and Edward N. Lehoullier, their successors and assigns, shall have an easement for the purposes of said individuals, their successors, assigns, licensees and lessees and members of the public who are persons doing business with stores located in the Durham Shopping Plaza or who are persons doing business at any other buildings that shall be located on the property owned by Samuel A. Tamposi and Edward N. Lehoullier adjacent to the above-described parcel of land, passing over the aforementioned parcel of land for all pedestrian and vehicular access to said property owned by Samuel A. Tamposi and Edward N. Lehoullier adjacent to said above-described parcel of land, until such time as the premises described in paragraph one hereof, which are the same premises as modified by the aforementioned description, conveyed by Samuel A. Tamposi and Edward N. Lehoullier to the Town of Durham by deed dated June 15, 1974, and recorded in Strafford County Registry of Deeds at Book 948, Page 15, becomes a public street in accordance with the provisions of said deed or until such time as said premises reverts to Samuel A. Tamposi and Edward N. Lehoullier, their successors and assigns in connection with the reversionary provisions contained in the aforementioned deed. The purpose of this decree is to allow Samuel A. Tamposi and Edward N. Lehoullier, their successors, assigns, licensees and lessees, and members of the general public who are persons doing business with the stores now located on said land of Tamposi and Lehoullier, or any new building located in the future on said land, the right and easement to traverse the aforementioned parcel of land for access to said property of Tamposi and Lehoullier, and to use said parcel for any and all purposes for which a public way may now or hereafter be used in the Town of Durham, until such time as the Town of Durham shall complete and accept a street over the aforementioned premises or until such time as title reverts in accordance with the terms of the aforementioned deed.

3. Nothing in this decree shall be construed as limiting or amending the reversionary provision in favor of Samuel A. Tamposi and Edward N. Lehoullier as set forth in the aforementioned deed, it being the purpose of this decree to reform the description of the parcel of land set forth in said deed and providing for the use thereof until such time as the conditions set forth in said deed are met, or if not met, until such time as legal title reverts to the grantors therein.

4. Cost of legal expenses incurred by the Town of Durham pursuant to this action is to be reimbursed to said Town of Durham by Petitioners, Samuel A. Tamposi and Edward N. Lehoullier."

Calderwood & Ouellette Prof. Assn.

By: *Samuel A. Tamposi*
Attorney for Petitioners

John K. [illegible]
Attorney for Town of Durham

May 19, 1975

Stipulation approved and decree entered in accordance therewith.

May 19, 1975

Richard P. Dwyer
Presiding Justice

Certified to be a true copy.

ATTEST: RICHARD H. KEEFE, Clerk.

By: *Marie L. Edin*, Deputy.



Laura D. Carey

REGISTER OF DEEDS
STRAFFORD COUNTY

BK- 966 PGE-100