

January 21, 2026

Mr. Michael Behrendt, Town Planner  
Town of Durham  
8 Newmarket Road  
Durham, New Hampshire 03824  
mbehrendt@ci.durham.nh.us

**Re: Request for Planning Board Subdivision Review at 20 Strafford Avenue, Assessor's Map 106, Lot 11**

Dear Mr. Behrendt & Planning Board Members:

On behalf of Pine Ledge Holdings, Inc., we are pleased to submit an application and plans for a Minor Subdivision (**Two (2) Lot Subdivision**) at the above-mentioned project and request to be placed on the agenda for your February 11, 2026 meeting. The project consists of subdividing assessor's map 106, lot 11 into two lots that will meet zoning requirements. There are currently two dwelling structures on the lot known as #20 Strafford Ave and #20R Strafford Ave. #20R Strafford Ave. will be within **Lot A** (36,610 s.f.) that is fully compliant with current zoning and #20 Strafford Ave. will be within **Lot B** (20,512 s.f.). The intent for Lot B is to raze the current structure and construct a new dwelling within the building setbacks. The site work will consist of constructing a proposed dwelling and associated driveway to Strafford Ave. The water & sewer services currently run along the existing driveway. Associated easements will be created to provide the services to the new dwelling.

**The application package includes:**

- -Cover letter/Narrative
- -Application of a Minor Subdivision
- -Subdivision Site Plan: 6 small drawings and 3 large drawings
- -Subdivision Plan: 6 small drawings and 3 large drawings
- -Declaration of Easement document
- -Check list
- -Authorization form for representation
- -Abutters list and mailing labels
- -Application Fee of \$530.00 plus \$5.00 Fee for abutter notifications
- -Digital version

We look forward to an in-person presentation and Planning Board review of this submission.  
Sincerely,



Phillip A. Yetman, LLS  
Project Manager



**TOWN OF DURHAM**  
**Planning Department**  
8 Newmarket Road  
Durham, NH 03824-2898  
Phone (603) 868-8064  
[www.ci.durham.nh.us](http://www.ci.durham.nh.us)

## **Subdivision Application**

### **Property Information**

Property address/location: \_\_\_\_\_

Tax map #: \_\_\_\_\_; Lot #('s): \_\_\_\_\_; Zoning district: \_\_\_\_\_

Size of site: \_\_\_\_\_ acres;

#### **Overlay zoning districts**

Wetland Overlay? Yes:   ; No:   ; Shoreland Overlay? Yes:   ; No:   

Flood Overlay? Yes:   ; No:   ; Aquifer Overlay? Yes:   ; No:   

### **Proposed Project**

Name of project (if applicable): \_\_\_\_\_

Which kind of subdivision is proposed? Conservation:   ; Conventional:   

Total number of proposed lots: \_\_\_\_\_; Will there be a new street? Yes:   ; No:   

If there will be a new street, what kind is proposed? Town road   ; private road   

Wetlands: Is fill proposed?   ; area to be filled: \_\_\_\_\_; buffer impacts? \_\_\_\_\_

### **Utilities**

Town water? yes    no   ; How far is Town water from the site? \_\_\_\_\_

Town sewer? yes    no   ; How far is Town sewer from the site? \_\_\_\_\_

Distance from nearest fire hydrant: \_\_\_\_\_

### **Property Owner**

Name (include name of individual): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

(over)

**Applicant/developer** (if different from property owner)

Name (include name of individual): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

**Engineer**

Name (include name of individual): \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

**Surveyor**

Name (include name of individual): \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

**Other professional/designer/agent**Provide name(s) and contact information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**Submission of application**

This application must be signed by the property owner, applicant/developer (if different from property owner), and/or the agent. If not by the property owner, then a separate statement from the owner authorizing submission of the application with the authorization to enter the property (next page) is required.

*I/we hereby submit this Subdivision application to the Town of Durham Planning Board and attest to the best of my(our) knowledge that all of the information on this application form and in the accompanying application materials and documentation is true and accurate. I/we understand that any additional costs for review of this application will be borne by the owner/applicant.*

Signature of property owner: \_\_\_\_\_

Date: \_\_\_\_\_

*Phillip Getman, LLS, PLS*

Signature of applicant/developer: \_\_\_\_\_

Date: 1.21.26

Signature of agent: \_\_\_\_\_

Date: 1.21.26 (over)

## Abutter Notices

**\*\*\*Please note. It is the sole responsibility of the applicant to prepare the abutters list with labels/envelopes accurately.** Coordinate with Tracey Cutler on the process. It is critical that applicants include correct updated information. Courts are strict about notifications and may overturn approvals for failure to provide correct information on abutter names and addresses.

## Authorization to enter property

I(we) hereby authorize members of the Durham Planning Board, Planning Department, and other pertinent Town departments, boards and agencies to enter my/our property for the purpose of evaluating this application including performing any appropriate inspections during the application phase, review phase, post-approval phase, construction phase, and occupancy phase. This authorization applies specifically to those people legitimately involved in evaluating, reviewing, or inspecting this specific application/project. It is understood that these people must use all reasonable care, courtesy, and diligence when entering the property.

Signature of property owner: Please see client authorization letter

Date: \_\_\_\_\_

Signature of property owner: \_\_\_\_\_

Date: \_\_\_\_\_



HALEY WARD

OWNER AUTHORIZATION  
Pine Ledge Holdings Subdivision at  
20 Strafford Avenue Durham, NH 03824

I, Steven Kimball of Pine Ledge Holdings, Inc., hereby authorize representatives of Haley Ward, Inc. to represent my interests before land use boards and application submittals of the Town of Durham along with any other State and / or federal agency necessary to obtain permits for the above-mentioned property subdivision, and to submit any and all applications and related application materials thereto.

1/21/2026

Steven Kimball  
Pind Ledge Holding, Inc.

Date

## **Subdivision (Minor) Checklist – for formal application**

For a subdivision with three or fewer total lots or one without a new road

Town of Durham Planning Department

**\*To be filled out by the applicant/agent**

Project Name: \_\_\_\_\_ Map: \_\_\_\_\_ Lot: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant/agent: \_\_\_\_\_ Signature: Phillip Getman, LLS, PLS

*Please see the Durham Subdivision Regulations for more information. Note that various items may be submitted later.*

<b><u>General Items</u></b>	<b>Waiver</b>				<b>Comments</b>
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Requested</b>	
<b>6</b> sets completed application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>3</b> sets of full-size plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>6</b> sets of 11 X 17 reductions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Electronic copy of plans and application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>6</b> sets letter of intent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fee for application and notices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Completed abutters list (See Tracey)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Copy of existing covenants, easements, and deed restrictions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

### **Plan Information**

Basic information including:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Tax map and lot #	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Name of project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• North arrow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Scale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Legend	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Revision block	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Vicinity sketch - no less than 1" = 1,000'	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Name and address of applicant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Approval block (for signature by staff)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Name, stamp, and NH license # of land surveyor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
References to neighboring plans and subdivisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

(over)

	Yes	No	N/A	Waiver Requested	Comments
Information on abutting properties:					
• owner name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• owner address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• tax map and lot #	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b><u>Zoning</u></b>					
Zoning designations of subject parcel and in vicinity of parcel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Zoning requirements for district:					
• frontage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• lot dimensions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• setbacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Zoning overlay districts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b><u>Platting</u></b>					
Surveyed property lines including:					
• existing and proposed bearings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• existing and proposed distances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• existing and proposed pins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Existing and proposed locations of:					
• monuments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• benchmarks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proposed square footage for each lot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Subdivision # on each lot (1, 2, 3, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b><u>Topographic and Site Features</u></b>					
Existing buildings and structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Existing driveways and access points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Contour lines and spot elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Soil types and boundaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Soil test pit locations, profiles, and depth to water table and ledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Percolation test locations and results	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Water features (ponds, streams)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Wetlands, including name of certified wetlands scientist & license #	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Statement whether located in flood area, and if so, 100 year flood elevation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Delineation of treed and open areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	N/A	Waiver Requested	Comments
Overview of types of trees and vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Location of rock outcroppings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stone walls and archaeological features	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Locations of trails and paths	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Check is wetlands are exempt under Durham wetland overlay district	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other natural/cultural resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Subject to NH Rivers Management Program RSA 483 or Shoreland Act 483B? Yes  No

### **Utilities**

Show existing and proposed for all subject lots and within right of way. Include plans, profiles, sizes, materials, and all details, as appropriate.

Water lines/well (with appropriate radius)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sewer lines/septic and leaching areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fire hydrant locations and details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Electric, telephone, cable TV (underground)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Gas lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Any proposed drainage or grading plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

### ***Additional Comments:***

---



---



---



---

**Return to:**

Pierce Atwood LLP  
One New Hampshire Avenue, Suite 350  
Portsmouth, NH 03801

---

(Recording information above this line)

---

## **DECLARATION OF EASEMENTS**

**PINE LEDGE HOLDINGS, INC.**, a New Hampshire corporation with an address of 126 Morgen Drive, Auburn, New Hampshire 03032 (hereinafter and together with all successors and assigns, "PLH"), without covenants of title and subject and pursuant to the terms, conditions, rights and reservations set forth herein, hereby grants, subjects and declares with respect to the Property the: (a) Sewer Easement and (b) Water Easement; all being located in the Town of Durham, County of Strafford, and State of New Hampshire.

1. **Definitions.** The following definitions shall be applicable to this Declaration of Easements:
  - 1.1. "Declaration of Easements" means this Declaration of Easements instrument.
  - 1.2. "Easement Areas" means the Sewer Easement Area and the Water Easement Area.
  - 1.3. "Easement Plan" means that certain plan to be recorded in the Registry which shows the "as-built" locations of the Easement Areas.
  - 1.4. "Easements" means the Sewer Easement and the Water Easement.
  - 1.5. "Lot Owner" means the then record title holder of either of the two (2) lots shown on the Subdivision Plan.
  - 1.6. "Lot" means either lot shown on the Subdivision Plan.
  - 1.7. "Owner" means with respect to the Property, PLH and its successors and assigns, including without limitation a Lot Owner.
  - 1.8. "Property" means that certain property located in the Town of Durham, County of Strafford and State of New Hampshire and shown on the Subdivision Plan as Lots [1 and 2], and further described in that certain deed from Steven F. Kimball to PLH dated November 29, 2006 and recorded on November 29, 2006 in the Registry at Book 3465, Page 0001.
  - 1.9. "Registry" means the Strafford County Registry of Deeds.

- 1.10. “Sewer Easement” means a non-exclusive easement within the Sewer Easement Area for the installation, use, maintenance, repair, and replacement of wastewater lines and related private infrastructure.
- 1.11. “Sewer Easement Area” means those portions of the Property shown and described in approximate location on the Subdivision Plan as [“Proposed Sewer Easement Area”], and ultimately being ten feet (10’) in width and five feet (5’) from the sewer line constructed on the Property in conjunction therewith, as shown by metes and bounds on the Easement Plan.
- 1.12. “Subdivision Plan” means the Subdivision Plan approved by the Town of Durham’s Planning Board and recorded at the Registry [as Plan \_\_\_\_\_/herewith].
- 1.13. “Water Easement” means a non-exclusive easement for the installation, use, maintenance, repair, and replacement of water lines and related private infrastructure within the Water Easement Area.
- 1.14. “Water Easement Area” means those portions of the Property shown and described in approximate location on the Subdivision Plan as [“Proposed Water Easement Area”], and ultimately being ten feet (10’) in width and five feet (5’) from the sewer line constructed on the Property in conjunction therewith, as shown by metes and bounds on the Easement Plan.

2. Reserved and Relocation Rights. Each Lot Owner shall have the right to use its portion of the Property and the Easement Areas located thereon for any purpose that is not inconsistent with Easements declared pursuant to this Declaration of Easements, including without limitation the right to grant or reserve rights and privileges for the benefit of other persons or properties within the Easement Areas. Each Lot Owner shall have the right to relocate to any location on its portion of the Property any or all of the Easement Areas and improvements therein, either temporarily or permanently, at the sole cost and expense of the Lot Owner desiring to relocate the same, upon prior written consent from the other Lot Owner, which consent shall not be unreasonably withheld, conditioned or delayed, and may be withheld in any event if such relocation would have a material adverse effect on the use of the Property benefitted by the applicable Easement; provided, however, that a Lot Owner shall be deemed to have approved the relocation of an Easement in accordance with the terms hereof if such Lot Owner does not respond to a written request to relocate such Easement within thirty (30) days of such request. Each Lot Owner shall take commercially reasonable measures to reduce any interruption to the benefitted Lot Owner’s use of the Easement(s) for the purposes thereof caused by such temporary or permanent relocation.

3. Specific Easement Provisions.

3.1. Ownership of Utility Infrastructure.

3.1.1 Existing utility infrastructure that serves both Lots and is not owned by the applicable utility company shall be jointly owned by the Lot Owners, and the portion(s) of the said utility infrastructure that serve exclusively either Lot shall be owned, maintained,

repaired and replaced by the Lot Owner of the Lot exclusively serviced, and shall include tie ins. Jointly owned portion(s) of the utility infrastructure shall be used by the Lot Owners for all purposes for which such utility may be lawfully used, and in accordance with all applicable laws, rules, regulations and ordinances. Either Lot Owner may maintain, repair and replace the said joint portions of the utility line, with rights of contribution from the other Lot Owner, for one-half (1/2) of the reasonable costs thereof, within thirty (30) days of written demand.

### 3.2. Easement Area Incidental Use.

3.2.1 The use of the Easement Areas pursuant to the Easements shall include the incidental right and privilege to have pedestrian and vehicular access and egress across the Property to access the Easement Areas as reasonably necessary for the repair, maintenance and construction of facilities within the Easement Area, upon reasonable prior notice to the Lot Owner.

4. Property Title. The easement rights granted herein are subject to all other easements, covenants, restrictions, conditions, encumbrances and reservations affecting the Property.
5. Utility Infrastructure; Taxes. Each Lot Owner shall use and maintain its exclusively owned infrastructure located within any Easement Area: (i) in good, safe, sanitary condition and repair, (ii) in compliance with all applicable laws, rules, regulations and ordinances, and (iii) sufficient in all respects for their use for the purposes contemplated in this Declaration of Easements. Except as otherwise expressly set forth herein, such maintenance, repair or replacement shall be at the sole cost and expense of the benefitted Lot Owner, without any right of contribution from the other Lot Owner. The benefitted Lot Owner shall timely pay all taxes, real or personal, assessed or levied against its exclusively owned infrastructure either directly to the government authority, or if taxed with all or any portion of the other Lot Owner's Lot, to the other Lot Owner upon demand of a portion of such taxes reasonably allocated to the same.
6. Work and Restoration. Prior to commencing any construction, reconstruction, maintenance or repair work (any such work being referred to herein as "Work") within an Easement Area as permitted relative to the easement rights granted herein, the benefitted Lot Owner shall, at least thirty (30) days prior to beginning such Work (except in cases of emergency, when no notice will be required) provide written notice to the servient Lot Owner describing in reasonable detail (i) the type of Work to be performed, and (ii) the area(s) of the Lot Owner's Lot that will be impacted by such Work. All Work shall be performed and completed so as to minimize the impact on and the interruption to the operation, maintenance, and use of the Lot on which the Work is performed. The obligations in this section shall include, without limitation, the obligation of the benefitted Lot Owner, at its expense, to provide reasonable and customary temporary bridges, crosswalks, and other means of access as necessary to minimize the interruption of usage of the servient Lot Owner's Lot. The benefitted Lot Owner shall exercise all reasonable precautions (including, but not limited to, erecting barricades) to prevent injury to persons or property as a result of any Work. The benefitted Lot Owner shall, at its sole expense and within thirty (30) days after substantial completion of any Work performed by or on behalf of the

benefitted Lot Owner, restore the applicable portions of the Easement Area and servient Lot Owner's Lot that are affected by such Work (all such areas collectively being the "Affected Areas") as near as practicable to the condition that existed immediately prior to the commencement of such Work. Such restoration obligation shall include, without limitation, restoring the surface of the land, ground covers, plantings, sidewalks, structures, parking areas, roadways and driveways, and repairing any damage to the turf areas of the Affected Areas using sod of the same type as the grass damaged. If such repairs (other than planting and landscaping which would be better done during a different season of the year) are not completed within thirty (30) days after the Work is substantially completed, the servient Lot Owner may give the benefitted Lot Owner written notice of such failure. Subject to matters beyond the reasonable control of the benefitted Lot Owner, if, at the end of ten (10) days after such written notice is given, the benefitted Lot Owner has not completed the restoration of the Affected Areas (other than planting and landscaping which would be better done during a different season of the year), the servient Lot Owner shall be entitled to complete such restoration but only to the standard required by this Section 6, without any further notice to the benefitted Lot Owner, and the benefitted Lot Owner will be liable to the servient Owner for the full cost of such work performed but only to the standard required by this Section 6 and any other damages, excluding consequential damages, which the servient Lot Owner may suffer as a result of the benefitted Lot Owner's failure to comply with the provision of this Section 6. If the servient Lot Owner elects to restore its Lot pursuant to the immediately preceding sentence, the benefitted Lot Owner shall pay the full cost of the work permitted to be performed by or on behalf of the servient Lot Owner within thirty (30) days after an invoice is given by the servient Lot Owner to the benefitted Lot Owner.

## 7. Mutual Release and Indemnity; Condition and Use.

7.1. Release. The Owner of servient Property shall not be responsible for any loss, injury, or damage to persons or property in or about the Easement Areas relating directly or indirectly to use of the Easements by the other Lot Owner, and/or the other Lot Owner's contractors, agents, guests and/or invitees. Each Lot Owner (the "Releasing Owner"), on the Lot Owner's behalf and on behalf of all those claiming by, through or under said Lot Owner, hereby remises, discharges, and releases forever the other Lot Owner, and each of the other Lot Owner's agents, guests or representatives (collectively, the "Released Parties") from any and all actions, causes of actions, demands, damages, costs, debts, loss of life, personal injuries, and/or damage to real or personal property and equipment or any other loss or claim, in law or in equity, which the Releasing Owner hereafter can, shall or may have against other Lot Owner and the other Released Parties on account of or in any way arising out of, directly or indirectly, any act or omission of or by the Releasing Owner, and the Releasing Owner's contractors, agents, guests and/or invitees, in or upon any of the Easement Areas, or in any way connected or related to the use of any of the Easements by the Releasing Owner and the Releasing Owner's contractors, agents, guests and/or invitees (except to the extent caused by the gross negligence or willful misconduct of any of the Released Parties).

7.2. Indemnity. Each Lot Owner (the "Indemnifying Owner"), on the Lot Owner's behalf and on behalf of all those claiming by, through or under said Lot Owner hereby covenants to indemnify and hold harmless the other Lot Owner, and each of the other Lot Owner's agents,

guests or representatives (collectively, the "Indemnified Parties") of and from any and all actions, causes of action, claims, demands, taxes (including without limitation real property taxes), damages, costs, debts, fees and expenses, including reasonable attorney's fees, that the other Lot Owner or any of the other Indemnified Parties may have to pay in connection with the loss of life, personal injury, and/or damage to real or personal property or equipment, or the assessment of taxes, on account of or in any way arising, directly or indirectly, from any act or omission by the Indemnifying Owner, and/or the Indemnifying Owner's contractors, agents, guests and/or invitees while in or upon any of the Easement Areas pursuant to any of the Easements, or in any way connected or related to the use of any of the Easements by the Indemnifying Owner and the Indemnifying Owner's contractors, agents, guests and/or invitees (except to the extent caused by the gross negligence or willful misconduct of any of the Indemnified Parties).

7.3. Condition and Use. Neither Lot Owner makes any representations or warranties regarding the suitability of the Easement Areas for their intended purposes or any other use. Each Lot Owner agrees to accept the Easement Areas located on the other Lot Owner's Lot in their "as-is" condition. Each Lot Owner shall use the Easement Areas located on the other Lot Owner's Property only in full accordance and compliance with all applicable laws, regulations and ordinances, and shall otherwise use the said Easement Areas in a safe and reasonable manner at all times and in no event in any way which would negatively affect the insurability of the servient Lot.

8. Miscellaneous.

8.1. Amendment and Waiver. This Declaration of Easements may not be amended or modified in any way except by an instrument in writing executed by the then Lot Owners affected thereby. The failure to seek redress for a violation of, or to insist upon the strict performance of, any covenant, condition or obligation of this Declaration of Easements by a person entitled thereto shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The waiver of any breach of any term, covenant or condition contained in this Declaration of Easements shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach thereof or of any other term, covenant or condition contained in this Declaration of Easements.

8.2. Running with the Land; Successors and Assigns. The terms and provisions and burdens and benefits of this Declaration of Easements shall run with the land and title to the Property. The Easements and the terms and conditions of this Declaration of Easements shall be binding upon and inure to the benefit of the Lot Owners. Each grantee, transferee, assignee, lessee, sublessee, licensee or occupant of all or any portion of the Property, together with their respective successors and assigns, shall be deemed by their acceptance of a deed, lease or other instrument conveying, transferring, assigning, leasing, licensing, encumbering or creating any interest in any portion of the Property, or by their occupation of any portion of the Property, to have covenanted and agreed to fully and timely observe, comply with and be bound by the terms and conditions of this Declaration of Easements. Every person or entity who owns, occupies or acquires any right, title, estate or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to every limitation, restriction, right, license, easement, reservation, condition and covenant contained in this Declaration of Easements, whether or not any reference

hereto is contained in the instrument by which such person or entity acquired an interest in such portion of the Property.

8.3. Severability. Except as expressly provided to the contrary herein, each section, part, term, or provision of this Declaration of Easements shall be considered severable, and if, for any reason, any section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of, or have any other effect on, other sections, parts, terms, or provisions of this Declaration of Easements as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms, or provisions shall not be deemed to be a part of this Declaration of Easements.

8.4. Survival. All covenants, agreements, representations, and warranties made herein shall survive the execution and delivery of (i) this Declaration of Easements, and (ii) all other documents and instruments to be executed and delivered in accordance herewith, and shall continue in full force and effect.

8.5. Governing Law and Venue. This Declaration of Easements shall be governed by and construed under the laws of the State of New Hampshire. Any action brought to enforce or interpret this Declaration of Easements shall be brought exclusively in the court of appropriate jurisdiction in New Hampshire.

8.6. Captions. Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision of this Declaration of Easements.

8.7. Private Easements. The provisions of this Declaration of Easements are not intended to, and do not, constitute a dedication for public use, and the rights and Easements herein created are private and for the benefit of the Owners.

[remainder of page intentionally blank – signature pages and schedules follow]

**IN WITNESS WHEREOF**, the undersigned has caused this Declaration to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**PINE LEDGE HOLDINGS, INC.**

---

Witness

---

By:

Its:

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Pine Ledge Holdings, Inc.

---

Notary Public

Print name:

My commission expires:

Pine Ledge Holdings  
126 Morgen Drive  
Auburn, NH

Job # 5010545.1298

### Applicant/Owner(s)

Engineer Haley Ward, Inc. 200 Griffin Road, Unit #14 Portsmouth NH 03801

Other Consultants							
Other Consultants							
Other Consultants							

Job #	010545.1298		Abutters							
Map	Lot	Deed	Owner(s) First/Trust	Owner(s) Last /Trustee	Mailing Address		City	State	Zip	
106	4		University of New Hampshire	Office of The President, Thompson Hall	105 Main Street		Durham	NH	03824	
106	8		MU Alpha Building Assoc	C/O Abby MacDonald	PO Box 537		Durham	NH	03824	
106	12	3372/0895	XEMED Holdings, LLC		16 Strafford Avenue		Durham	NH	03824	
106	10		University of New Hampshire	Office of The President, Thompson Hall	105 Main Street		Durham	NH	03824	
106	29	3860/0720	Town of Durham		8 Newmarket Road		Durham	NH	03824	
105	120	3912/0293	Gooze Family Rev. Trust		9 Meadow Road		Durham	NH	03824	

Pine Ledge Holdings, Inc.  
126 Morgen Drive  
Auburn, NH 03032

Pine Ledge Holdings, Inc.  
126 Morgen Drive  
Auburn, NH 03032

Pine Ledge Holdings, Inc.  
126 Morgen Drive  
Auburn, NH 03032

Haley Ward, Inc.  
Attn: Philip Yetman  
200 Griffin Road, Unit # 14  
Portsmouth, NH 03801

Haley Ward, Inc.  
Attn: Philip Yetman  
200 Griffin Road, Unit # 14  
Portsmouth, NH 03801

Haley Ward, Inc.  
Attn: Philip Yetman  
200 Griffin Road, Unit # 14  
Portsmouth, NH 03801

University of New Hampshire  
Office of President, Thompson Hall  
105 Main Street  
Durham, NH 03824

University of New Hampshire  
Office of President, Thompson Hall  
105 Main Street  
Durham, NH 03824

University of New Hampshire  
Office of President, Thompson Hall  
105 Main Street  
Durham, NH 03824

MU Alpha Building Assoc.  
C/O Abby MacDonald  
PO Box 537  
Durham, NH 03824

MU Alpha Building Assoc.  
C/O Abby MacDonald  
PO Box 537  
Durham, NH 03824

MU Alpha Building Assoc.  
C/O Abby MacDonald  
PO Box 537  
Durham, NH 03824

XEMED Holdings, LLC  
16 Strafford Avenue  
Durham, NH 03824

XEMED Holdings, LLC  
16 Strafford Avenue  
Durham, NH 03824

XEMED Holdings, LLC  
16 Strafford Avenue  
Durham, NH 03824

University of New Hampshire  
Office of President, Thompson Hall  
105 Main Street  
Durham, NH 03824

University of New Hampshire  
Office of President, Thompson Hall  
105 Main Street  
Durham, NH 03824

University of New Hampshire  
Office of President, Thompson Hall  
105 Main Street  
Durham, NH 03824

Town of Durham  
8 Newmarket Road  
Durham, NH 03824

Town of Durham  
8 Newmarket Road  
Durham, NH 03824

Town of Durham  
8 Newmarket Road  
Durham, NH 03824

Gooze Family Rev. Trust  
9 Meadow Road  
Durham, NH 03824

Gooze Family Rev. Trust  
9 Meadow Road  
Durham, NH 03824

Gooze Family Rev. Trust  
9 Meadow Road  
Durham, NH 03824