

MEMORANDUM OF UNDERSTANDING

NOW COMES the Town of Durham, a municipal corporation having a principal place of business at the Durham Town Hall in Durham, New Hampshire, and Jesse P. Gangwer of Main Street, Durham, New Hampshire, individually and in his capacity as president of Town and Campus, Inc., and agree as follows:

1. The Town of Durham is desirous of obtaining fee simple ownership of a parcel of land owned by Jesse P. Gangwer located off of Beech Hill Road in Durham. Said parcel of land being approximately 150 feet by 150 feet, and including a fee simple interest in a 30 foot strip of land running from Beech Hill Road to the subject property. Said parcel of land being shown on Exhibit A which is attached hereto and made part of this Memorandum of Understanding.

2. The Town of Durham is desirous of obtaining the property referred to in paragraph 1 in order to place a standpipe on the 150 foot by 150 foot lot and to use the 30 foot strip of land for the placement of pipes and a roadway servicing the standpipe area. Said construction to be in conjunction with UDAG Project #B-85-AB-33-0011.

3. Town and Campus, Inc. is desirous of obtaining a fee simple interest in a fourteen (14) foot wide strip of land along the easterly side of the sidewalk area in the area which runs approximately between a granite post on the easterly sideline of Main Street and a point on the southerly side of Pettee Brook Lane along the area where presently are located a wooden 2-1/2 story building and the Tin Palace Restaurant, both of which are owned by Town and Campus, Inc. The approximate location of said area is shown on a plan attached as Exhibit B.

4. Town and Campus, Inc. is desirous of having the Durham Planning Board waive the street yard requirement for a Bsuiness A lot fronting on a minor street so that they would be able to add onto the present Tin Palance Restaurant by constructing a greenhouse type addition up to the edge of the Town's right-of-way in the 14 foot strip described above.

5. The Durham Board of Selectmen and the Durham Public Works Committee will, no later than the March 1986 regular Town Meeting, place a warrant article on the Town warrant and support enactment of a warrant article which would permit the Town to convey the 14 foot strip referred to above to Town and Campus, Inc., and the Board of Selectmen or its representative will seek a waiver of the street yard requirement referenced above pursuant to Section 5.33(c) of the Durham ordinance, providing other conditions of the Memorandum of Understanding are met.

6. If the Town meetint votes to grant the 14 foot strip referred to above to Town and Campus, Inc. and if the Planning Board votes to grant relief pursuant to Section 5.33(c) as described above, Jesse Gangwer will convey the property referred to in paragraph 1 above to the Town for no additional consideration.

7. If the Town of Durham does not convey the 14 foot strip referred to above and grant the relief referred to in Section 5.33(c) of the Durham Zoning Ordinance, then Jesse Gangwer will sell the property referred to in paragraph 1 to the Town for use as a site for a standpipe at a value to be determined by a qualified appraiser who is mutually agreeable to both parties.

8. Upon the execution of this Memorandum of Understanding, the Town of Durham can immediately go onto the property described in paragraph 1 and begin construction of the standpipe and related facilities.

9. Said parcel of land shown in Exhibit A shall be for the exclusive use of installation of water lines, water tank, and appurtenances thereto. Said property shall not be used as right-of-way to abutting property owners.

10. The Town asserts that sewer right of way access across land of Data General to land of Jesse and June Gangwer which abutts the Data General property has been obtained by the Town of Durham.

11. Water and sewer improvements in vicinity of said Gangwer Property will be available for service to that property provided that all fees, user charges, capital improvement, and conditions of the water and sewer ordinance are met.

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STRAFFORD COUNTY  
REGISTRY DEEDS

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12. If in the future, the Town of Durham wishes to sell that portion of Ballard Street between Pettee Brook Lane and Main Street, that Jesse P. Gangwer will have first refusal.

13. If said Town of Durham at any time wishes to sell said property shown in Exhibit A other than to a utility for the same uses as defined within this agreement, Jesse P. Gangwer will have first refusal.

Dated: 6/18/85

TOWN OF DURHAM:

BY: *James E. Hoodman*  
Chairman, Board of Selectmen

TOWN AND CAMPUS, INC.:

BY: *Jesse P. Gangwer*  
Jesse P. Gangwer, President

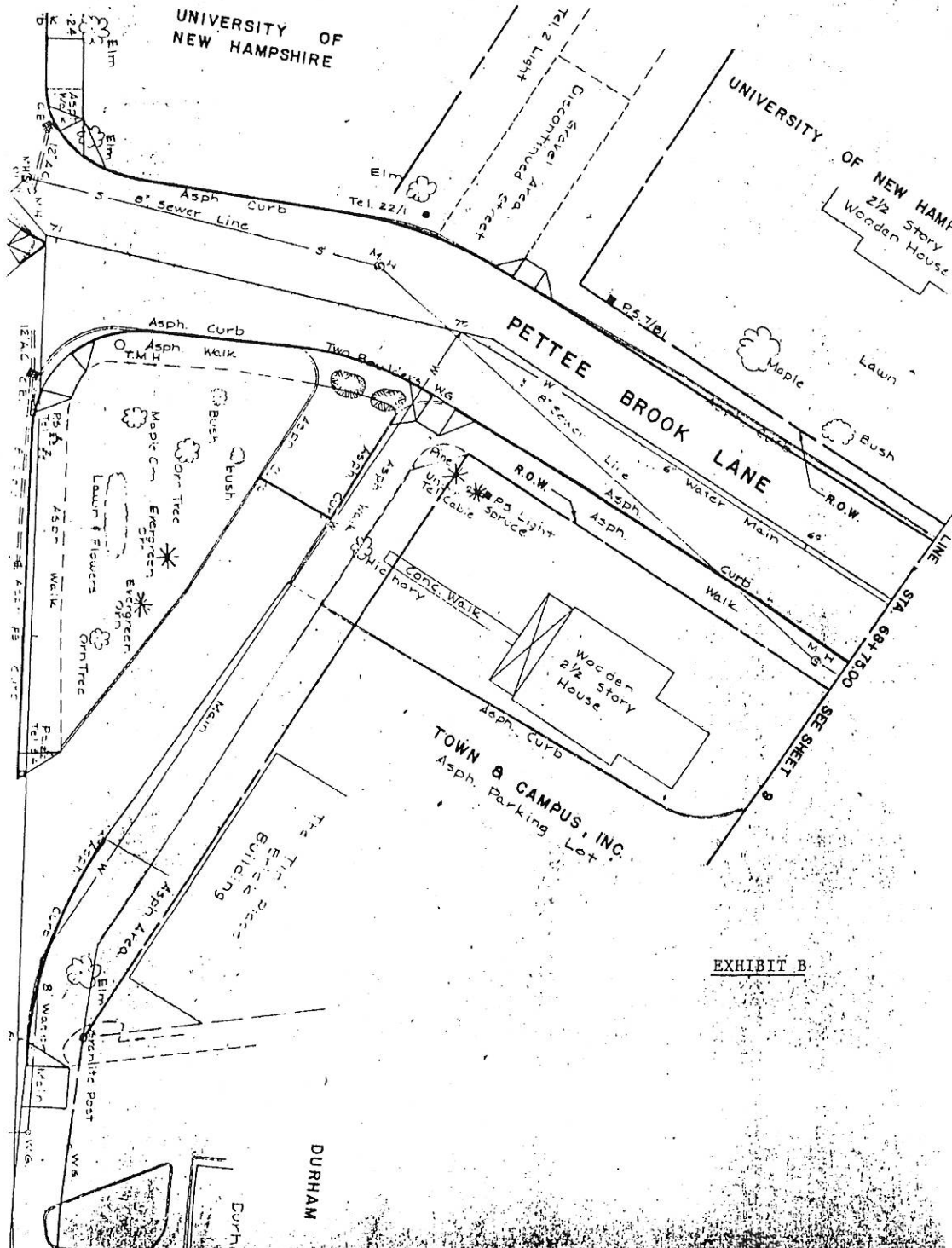
BY: *Jesse P. Gangwer*  
Jesse P. Gangwer, Individually

*Wanda J. Mundy*  
Notary Public

By *Wanda J. Mundy*, Notary Public

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NO.	DATE	STATION	STATION	DESCRIPTION
PAGE NO.				



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EXHIBIT B

BK 1177 PG 0554

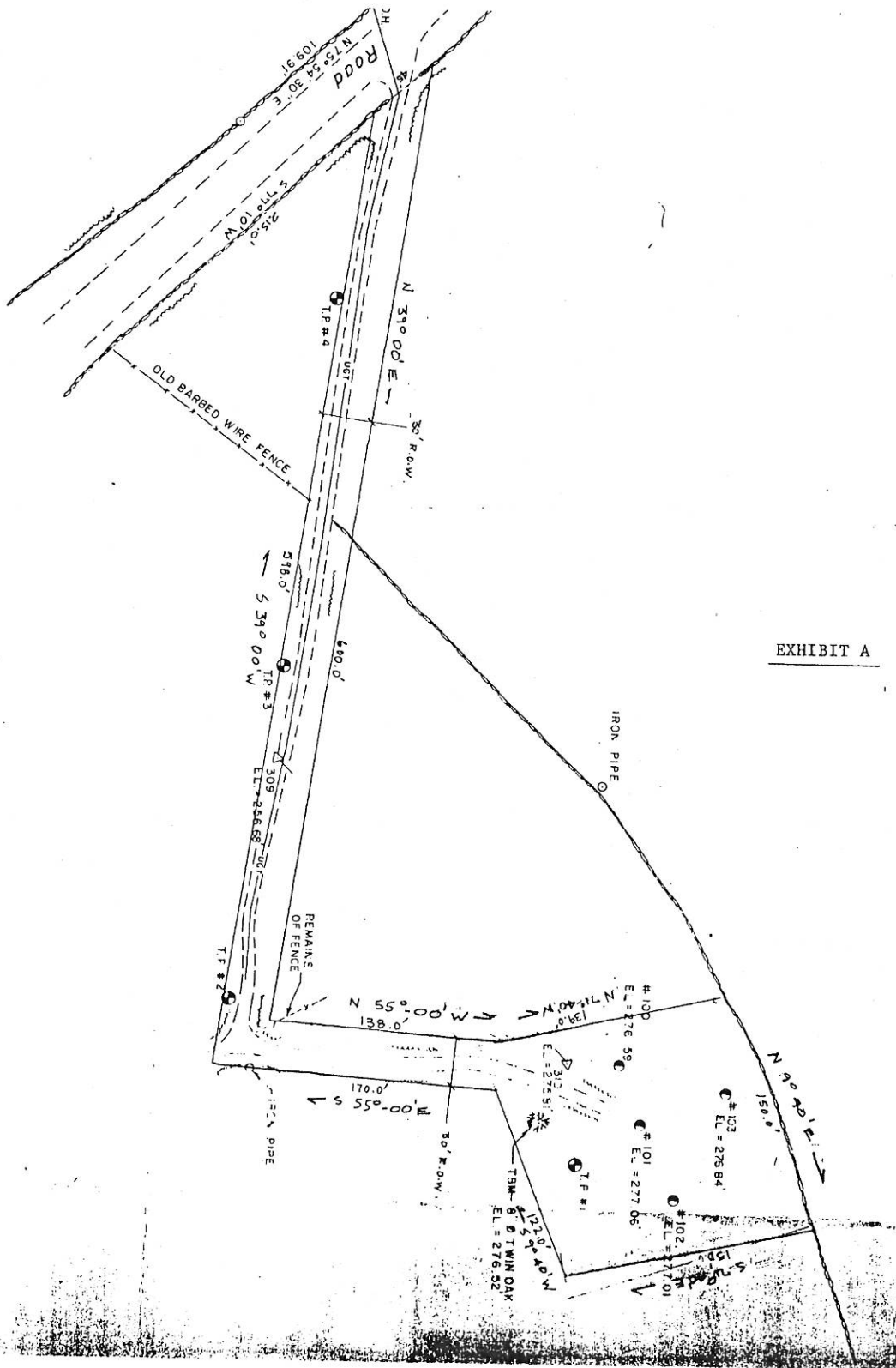


EXHIBIT A