

Attachment K

Return To:
Town of Durham
Durham Public Works
100 Stone Quarry Drive
Durham, NH 03824

UTILITY EASEMENT DEED

Karen Gould Cohen, of 55-4 Commercial Wharf, Boston, MA 02110 (hereinafter "Grantor") for consideration paid grants to the **TOWN OF DURHAM**, a municipal, corporation, having a mailing address of 8 Newmarket Road, Durham, New Hampshire 03824 (hereinafter "Grantee") with QUITCLAIM COVENANTS the following permanent easement rights with respect to the Grantor's property situate at Concord Road, Lee, Assessor's Tax Map 04 Lot 08-0400, Strafford County, New Hampshire (the "Premises").

1. Permanent Easement: The "Permanent Easement Area" consists of an irregularly shaped land approximately fifteen (15) feet wide by four-hundred and seventy (470) feet long running parallel to the existing or constructed water main and Route 4. Permanent Easement area also includes ten (10) foot offset from existing or constructed hydrant. Said Permanent Easement Area is shown on the attached Exhibit entitled "Easement Work Area, Tax Map 4, Lot 8-400, Lee Traffic Circle Waterline Extension, Town of Durham, New Hampshire" dated March 2020 (hereinafter referred to as "Exhibit 1"), prepared by Underwood Engineers, Inc.
2. Purpose and Rights. The Grantee shall have the right to enter property to the limits shown on "Exhibit 1". The Grantee shall have a permanent, non-exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing, operating, maintaining, repairing, and/or replacing a water pipe and appurtenances. The Grantee shall have the right to remove obstructions in the Permanent Easement Area including trees, shrubs and pavement and to take such other actions as may be reasonably necessary, useful or convenient for the enjoyment of the easement rights herein granted.

3. Grantee's Responsibility to Restore. Disturbed areas within the Permanent Easement area will be re-paved, revegetated or otherwise restored to a pre-existing or better condition. Pavement, lawns and landscaping, removed by the Grantee during the course of exercising its rights under this instrument, shall be restored at the Grantee's expense. The Grantee further agrees to notify the Grantor in advance of construction and to preserve and maintain driveway access except when active excavation is being performed.
4. Grantor's Retained Rights. Grantor retains the right to freely use and enjoy its interest in the Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purposes of this instrument. Grantor shall not, erect any buildings, or structures, substantially change the grade or slope, or install trees or shrubs greater than 3 feet in height within the Permanent Easement area without the Grantee's consent.
5. Easement to Run with Land. All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey permanent and temporary easements over a portion of the premises conveyed to the within Grantor by (Quitclaim or Warranty) Deed of Karen Gould Cohen, dated _____ and recorded in Book 1189, Page 23 of the Strafford County Registry of Deeds.

DATED this ____ day of _____, 2020

GRANTOR

Karen Gould Cohen

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this ____ day of _____, 2020
By Karen Gould Cohen.

Justice of the Peace/Notary Public
Printed Name:
My Commission Expires

Accepted by:

GRANTEE

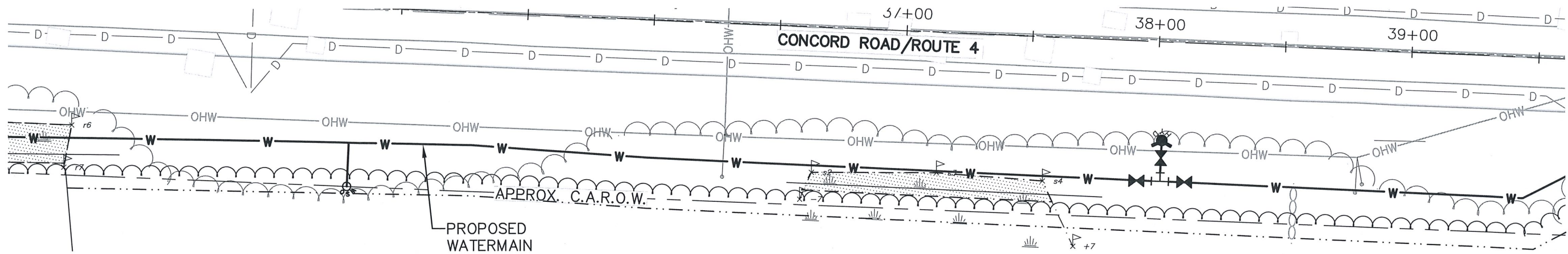
TOWN OF DURHAM

By: _____
Todd I. Selig,
Town Administrator

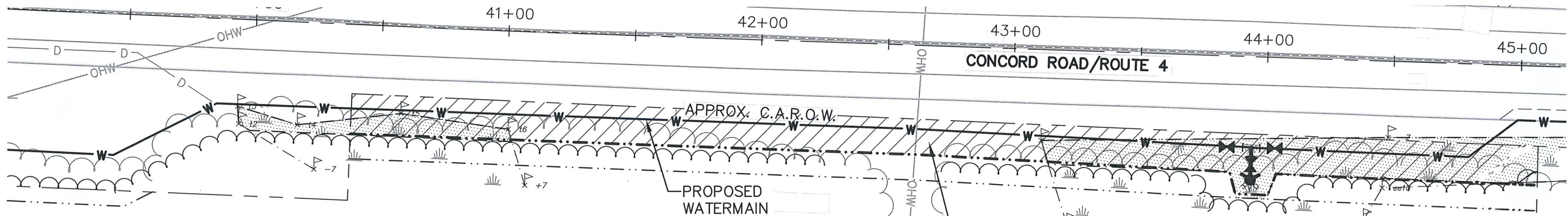
STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this _____ day of _____, 2020
By Todd I. Selig, Town Administrator of the Town of Durham.

Justice of the Peace/Notary Public
Printed Name:
My Commission Expires:



TAX MAP 4, LOT 8-400
 KAREN GOULD
 55 COMMERCIAL STREET,
 WHARF #4
 BOSTON, MA 02110
 S.C.R.D. BOOK 1189, PAGE 23



TAX MAP 4, LOT 8-400
 KAREN GOULD
 55 COMMERCIAL STREET,
 WHARF #4
 BOSTON, MA 02110
 S.C.R.D. BOOK 1189, PAGE 23

DATE
 MAR 2020
 PROJECT
 2274



25 Vaughan Mall, Portsmouth, N.H. 03801
 Tel. 603-436-6192 Fax. 603-431-4733

EASEMENT WORK AREA
 TAX MAP 4, LOT 8-400
 LEE TRAFFIC CIRCLE WATERLINE EXTENSION
 TOWN OF DURHAM, NH

EXHIBIT
 1

Return To:
Town of Durham
Durham Public Works
100 Stone Quarry Drive
Durham, NH 03824

UTILITY EASEMENT DEED

Lee Circle Development LLC, of 13 Jana Road, Salem, NH 03079 (hereinafter "Grantor") for consideration paid grants to the **TOWN OF DURHAM**, a municipal corporation, having a mailing address of 8 Newmarket Road, Durham, New Hampshire 03824 (hereinafter "Grantee") with QUITCLAIM COVENANTS the following permanent easement rights with respect to the Grantor's property situate at 48 Concord Road, Lee, Assessor's Tax Map 07 Lot 08-0100, Strafford County, New Hampshire (the "Premises").

1. Permanent Easement: The "Permanent Easement Area" consists of an irregularly shaped land approximately twenty (20) feet wide by three-hundred and twenty (320) feet long running parallel to the existing or constructed water main and Route 4. Said Permanent Easement Area is shown on the attached Exhibit entitled "Easement Work Area Tax Map 7, Lot 8-100, Lee Traffic Circle Waterline Extension, Town of Durham, New Hampshire" dated July 2019 (hereinafter referred to as "Exhibit 1"), prepared by Underwood Engineers, Inc.
2. Purpose and Rights. The Grantee shall have the right to enter property to the limits shown on "Exhibit 1". The Grantee shall have a permanent, non-exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing, operating, maintaining, repairing, and/or replacing a water pipe and appurtenances. The Grantee shall have the right to remove obstructions in the Permanent Easement Area including trees, shrubs and pavement and to take such other actions as may be reasonably necessary, useful or convenient for the enjoyment of the easement rights herein granted.

3. Grantee's Responsibility to Restore. Disturbed areas within the Permanent Easement area will be re-paved, revegetated or otherwise restored to a pre-existing or better condition. Pavement, lawns and landscaping, removed by the Grantee during the course of exercising its rights under this instrument, shall be restored at the Grantee's expense. The Grantee further agrees to notify the Grantor in advance of construction and to preserve and maintain driveway access except when active excavation is being performed.
4. Grantor's Retained Rights. Grantor retains the right to freely use and enjoy its interest in the Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purposes of this instrument. Grantor shall not, erect any buildings, or structures, substantially change the grade or slope, or install trees or shrubs greater than 3 feet in height within the Permanent Easement area without the Grantee's consent.
5. Easement to Run with Land. All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey permanent easement rights over a portion of the premises conveyed to the within Grantor by (Quitclaim or Warranty) Deed of Lee Circle Development LLC, dated _____ and recorded in Book _____, Page _____ of the Strafford County Registry of Deeds.

DATED this 23 day of July, 2019

GRANTOR

Lee Circle Development LLC

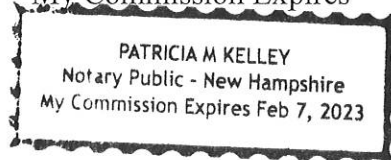
Ray Lewis

STATE OF NEW HAMPSHIRE
 COUNTY OF ~~STRAFFORD~~ Rockingham

The foregoing instrument was acknowledged before me this 23 day of July, 2019
 By Lee Circle Development LLC.

Patricia M. Kelley
 Justice of the Peace/Notary Public
 Printed Name:

My Commission Expires

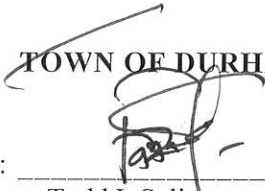


Accepted by:

GRANTEE


TOWN OF DURHAM

By: _____


Todd I. Selig
Town Administrator

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 30th day of July, 2019
By Todd I. Selig, Town Administrator of the Town of Durham.



Justice of the Peace/Notary Public

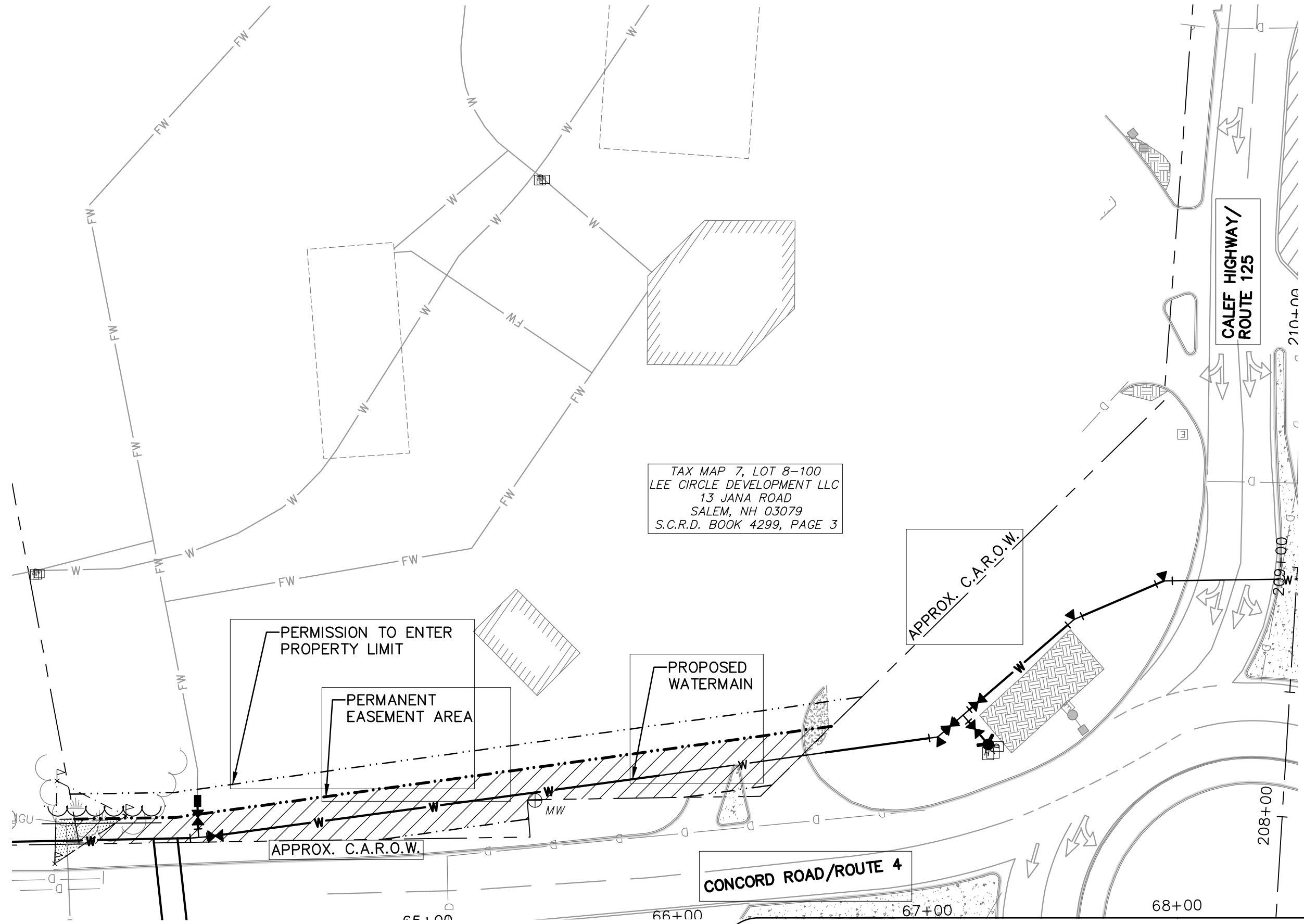
Printed Name:

DONNA L HAMEL

My Commission Expires:

Notary Public - Justice of the Peace

Commission Expiration June 1, 2021



TAX MAP 7, LOT 8-100
 LEE CIRCLE DEVELOPMENT LLC
 13 JANA ROAD
 SALEM, NH 03079
 S.C.R.D. BOOK 4299, PAGE 3

PERMISSION TO ENTER
 PROPERTY LIMIT

PERMANENT
 EASEMENT AREA

PROPOSED
 WATERMAIN

APPROX. C.A.R.O.W.

APPROX. C.A.R.O.W.

CONCORD ROAD/ROUTE 4

CALEF HIGHWAY/
 ROUTE 125

DATE JULY 2019	<p>UNDERWOOD engineers</p>	EASEMENT WORK AREA	EXHIBIT 1
PROJECT 2274		TAX MAP 7, LOT 8-100 LEE TRAFFIC CIRCLE WATERLINE EXTENSION TOWN OF DURHAM, NH	
25 Vaughan Mall, Portsmouth, N.H. 03801 Tel. 603-436-6192 Fax. 603-431-4733			

Return To:
Town of Durham
Durham Public Works
100 Stone Quarry Drive
Durham, NH 03824

UTILITY EASEMENT DEED

GTM Investments LLC, of 438 Commons Drive, Bridgeton, ME 04009 (hereinafter "Grantor") for consideration paid grants to the **TOWN OF DURHAM**, a municipal corporation, having a mailing address of 8 Newmarket Road, Durham, New Hampshire 03824 (hereinafter "Grantee") with QUITCLAIM COVENANTS' the following permanent easement rights with respect to the Grantor's property situate at 40 Concord Road, Lee, Assessor's Tax Map 07, Lot 04-0000, Strafford County, New Hampshire (the "Premises").

1. Permanent Easement: The "Permanent Easement Area" consists of an irregularly shaped land approximately thirteen (13) feet wide by two-hundred seventy (270) feet long running parallel to the existing or constructed water main and Route 4. Permanent Easement area also includes ten (10) foot offset from existing or constructed fire hydrant. Said Permanent Easement Area is shown on the attached Exhibit entitled "Easement Work Area Tax Map 7, Lot 4-0, Lee Traffic Circle Waterline Extension, Town of Durham, New Hampshire" dated July 2019 (hereinafter referred to as "Exhibit 1"), prepared by Underwood Engineers, Inc.
2. Purpose and Rights. The Grantee shall have the right to enter property to the limits shown on "Exhibit 1". The Grantee shall have a permanent, non-exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing, operating, maintaining, repairing, and/or replacing a water pipe and appurtenances. The Grantee shall have the right to remove obstructions in the Permanent Easement Area including trees, shrubs and pavement and to take such other actions as may be reasonably necessary, useful or convenient for the enjoyment of the easement rights herein granted.
3. Grantee's Responsibility to Restore. Disturbed areas within the Permanent Easement area will be re-paved, revegetated or otherwise restored to a pre-existing or better condition. Pavement, lawns and landscaping, removed by the Grantee during the course of

exercising its rights under this instrument, shall be restored at the Grantee's expense. The Grantee further agrees to notify the Grantor in advance of construction and to preserve and maintain driveway access except when active excavation is being performed.

4. Grantor's Retained Rights. Grantor retains the right to freely use and enjoy its interest in the Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purposes of this instrument. Grantor shall not, erect any buildings, or structures, substantially change the grade or slope, or install trees or shrubs greater than 3 feet in height within the Permanent Easement area without the Grantee's consent.
5. Easement to Run with Land. All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey permanent easement rights over a portion of the premises conveyed to the within Grantor by (Quitclaim or Warranty) Deed of GTM Investments LLC, dated and recorded in Book , Page of the Strafford County Registry of Deeds.

DATED this 27 day of July, 2019

GRANTOR

GTM Investments LLC



Maine
STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD Cumberland


The foregoing instrument was acknowledged before me this 27 day of July, 2019
By GTM Investments LLC.

Cynthia Jordan
Justice of the Peace/Notary Public
Printed Name Cynthia Jordan
My Commission Expires 3-14-2023

Accepted by:

GRANTEE

TOWN OF DURHAM

By: 
Todd I. Selig,
Town Administrator

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 6th day of AUGUST, 2019
By Todd I. Selig, Town Administrator of the Town of Durham.



Justice of the Peace/Notary Public

Printed Name:

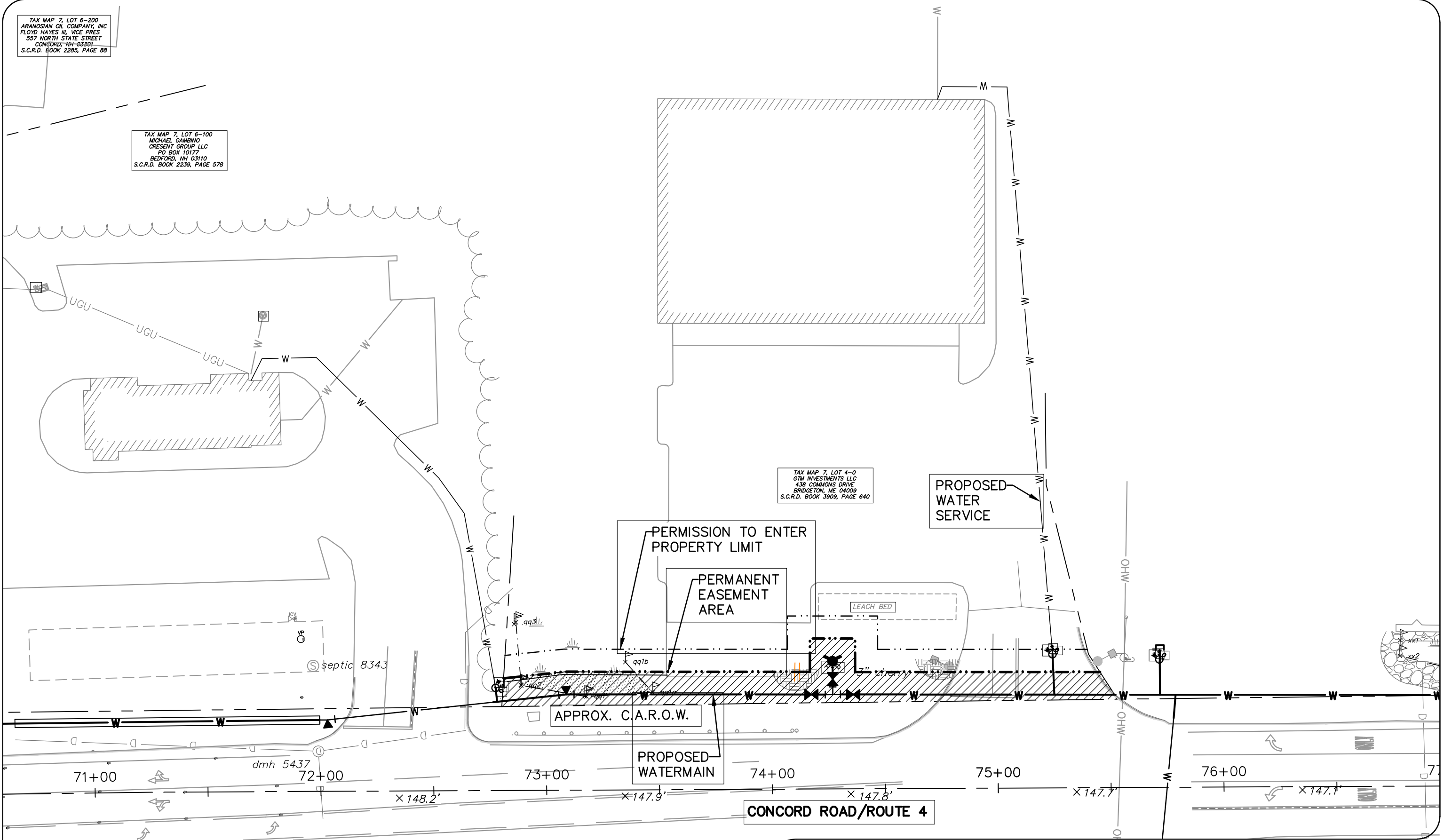
My Commission Expires:

DONNA L. HAMEL
Notary Public - Justice of the Peace
Commission Expiration June 1, 2021

TAX MAP 7, LOT 6-200
 ARANOSIAN OIL COMPANY, INC
 FLOYD HAYES III, VICE PRES
 557 NORTH STATE STREET
 CONCORD, NH 03301
 S.C.R.D. BOOK 2285, PAGE 88

TAX MAP 7, LOT 6-100
 MICHAEL GAMBINO
 CRESENT GROUP LLC
 PO BOX 10177
 BEDFORD, NH 03110
 S.C.R.D. BOOK 2239, PAGE 578

TAX MAP 7, LOT 4-0
 GTM INVESTMENTS LLC
 438 COMMONS DRIVE
 BRIDGETON, ME 04009
 S.C.R.D. BOOK 3909, PAGE 640



DATE JULY 2019	 UNDERWOOD engineers 25 Vaughan Mall, Portsmouth, N.H. 03801 Tel. 603-436-6192 Fax. 603-431-4733	EASEMENT WORK AREA TAX MAP 7, LOT 4-0	EXHIBIT 1
PROJECT 2274		LEE TRAFFIC CIRCLE WATERLINE EXTENSION TOWN OF DURHAM, NH	