

Draft

WARRANTY DEED

Joyce L. Schow and Martha E. Garland, with a mailing address of 114 Mill Road, Town of Durham, County of Strafford, State of New Hampshire, 03824, for consideration paid, does hereby grant to _____, married/single person/corporation, of Town/City of _____, County of _____, State of _____, with a mailing address of _____, (as tenants in common/joint tenants with rights of survivorship),

with **WARRANTY COVENANTS** the following described premises:

A certain tract or parcel of land located in the Town of Durham, County of Strafford, State of New Hampshire, situated on the northerly side of Mill Road, so called, being depicted as **Lot 15-5** on a plan entitled, "Conservation Subdivision Plan of Property on the Name of Joyce L. Schow & Martha Garland Shown as Tax Map 13 / Lot 15-1, located at Mill Road, County of Strafford, Durham, NH," dated April 18, 2012, with a revision date of xx/xx/2013, prepared by David W. Vincent, LLS, Land Surveying Services, of Barrington, NH, recorded at the Strafford County Registry of Deeds on _____, __, 2013, as Plan No. ____-____.

Together with an non-exclusive use of the Public Portion of Open Space Area depicted on Lot 15-1 and Parcel A, (which is to be combined with Lot 15-2, now or formerly land of R. Phillip Melanson on said plan). This non-exclusive use shall be shared with the other owners of the lots of the Conservation Subdivision. Access to the Public Portion of the Open Space shall be along the frontage of Mill Road of said Lot 15-1 between proposed Lot 15-3 and existing Lot 16-0, now or formerly land of James and Wanda Irvin, as depicted on said plan. Use of the Open Space is restricted to non-motorized vehicles, nature trails and passive uses. No structures, impermeable surfaces, parking spaces, tree or vegetation removal, or construction related activities, including dredging, filling, and regrading, shall be permitted within the Open Space area. Dead, diseased, or unsafe trees, limbs, saplings or shrubs that pose an imminent hazard or have the ability to cause personal injury may be removed from the Open Space area. However, preservation of dead and living trees that provide dens and nesting places for wildlife is

encouraged. The lot owners within the Conservation Subdivision further agree that they, their successors, heirs, assignees, guardians, guests, and legal representatives hereby release, forever discharge and hold harmless the owners of the Public Portion of the Open Space Area, their successors-in-interest, heirs and assigns, for any and all claims, damages, liabilities, costs, expenses, injury, death or damage resulting from the use of the Public Portion of the Open Space Area.

Parcel is subject to the Conservation Area as depicted on said plan. Use of the Conservation Area is restricted to the same conditions imposed on the Public Portion of the Open Space Area referenced above. However, development of the Conservation Area located on this lot may be allowed only if a Conditional Use Permit is obtained from the Town of Durham which meets approval in accordance with the zoning ordinances of said town. Each lot owner of the said Conservation Subdivision shall have executory interest with the power of enforcement of the use and/or development of said Conservation Areas on all lots located within said subdivision.

Parcel is subject to a 25' wide easement as described in the deed from Rudolph Niemi and Theodore R, Niemi, granted to New England Telephone and Telegraph Company, dated July 15, 1941, recorded at Strafford County Registry of Deeds on September 23, 1941, as Book 506, Page 31.

Parcel is subject to Findings of Fact and Conditions of Approval from the the Town of Durham Planning Board, dated _____, 2013, recorded at Strafford County Registry of Deeds on _____, 2013, as Book _____, Page _____.

Parcel is subject to Declaration of Protective Covenants imposed by the grantors dated _____, 2013, recorded at Strafford County Registry of Deeds on _____, 2013, as Book _____, Page _____, and amendments to the Protective Covenants to be recorded herewith.

Parcel is subject to all Notes as stated on said Plan _____ - _____, recorded at the Strafford County Registry of Deeds.

The rights, conditions, restrictions and duties created by this deed shall run with the land and shall accrue to and be binding on the successors-in-interest, heirs and assigns.

This property is not the homestead property of the grantors.

Signed this _____ day of _____, 2013.

Martha E. Garland

Joyce L. Schow

**STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFOD**

Personally appeared before me this _____ day of _____, 2013, Martha E. Garland, and Joyce L. Schow, known to me, or satisfactorily proven, to be the persons whose names I subscribed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Notary Public/Justice of the Peace
My commission expires _____