

Return to:
Colliander & Brown, P.A.
126 Daniel Street, Suite 100
Portsmouth, NH 03801

WARRANTY DEED

The, for consideration paid, **GAMMA THETA CORPORATION**, a New Hampshire non-profit corporation, with an address of P.O. Box 223, Exeter, New Hampshire 03833, for no consideration paid, grants to **RICHMOND PROPERTY GROUP, LTD**, an Indiana nonprofit corporation, with an address of 333 North Alabama Street, Indianapolis, IN 46204 (hereinafter "Grantee"), with **WARRANTY COVENANTS**, the following described property (hereinafter the "Premises"):

A certain tract of land, with the buildings thereon, situate in Durham, County of Strafford, State of New Hampshire, bounded and described as follows, viz: commencing at the center line of Ballard Brook where it intersects the Southerly line of Garrison Avenue; thence running Easterly along said Avenue to land now or formerly owned jointly by C.W. and Harriet Scott; thence Southerly in a straight line along said Scott land and land now or formerly of Mary Langley to a stone wall; thence Westerly along said stone wall to the center of Ballard Brook; thence Northerly along the center line of said brook to the point begun at.

Excepting out of the above conveyed parcel a certain tract of land conveyed by quitclaim deed of Charles H. Pettee to C. W. Scott and Harriet F. Scott, dated August 8, 1927, recorded in Strafford County Registry of Deeds, Book 426, Page 304; and also all sewer and drainage rights which were conveyed by the heirs of Horace Pettee to the New Hampshire College of Agriculture and Mechanic Arts by deed recorded in said Registry, Book 358, Page 445; and to James F. Bickford by deed recorded in said Registry, Book 358, Page 449.

The Premises is subject to all matters as shown on a plan entitled "Plan of Land of The University of New Hampshire for Gamma Theta Corporation" dated July 11, 2014, prepared by Doucet Survey Inc., recorded in the Strafford County Registry of Deeds as Plan 108-020.

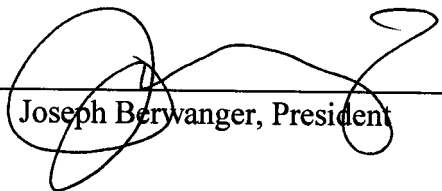
Subject to all matters in Warranty Deed of the University of New Hampshire to Gamma Theta Corporation dated September 17, 2014, and recorded with the Strafford County Registry of Deeds at Book 4244, Page 0380.

Meaning and intending to convey the same premises conveyed to Grantor by Warranty Deed of the University of New Hampshire dated September 17, 2014, and recorded with the Strafford County Registry of Deeds at Book 4244, Page 0380.

THIS IS A NON-CONTRACTUAL TRANSFER EXEMPT FROM REAL ESTATE TRANSFER TAX UNDER NH RSA 78-B:2 IX and XI.

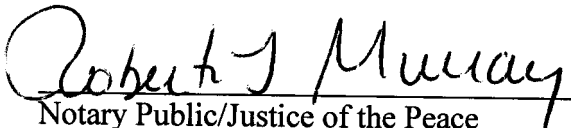
DATED this 28th day of December, 2018.

GAMMA THETA CORPORATION

By:  _____
Joseph Berwanger, President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 28th day of December, 2018, by Joseph Berwanger, the duly authorized President of Gamma Theta Corporation.

 _____
Notary Public/Justice of the Peace
My Commission Expires:



* Know All Men by these Presents, 7415

That we Sarah Eliza Pettie of Manchester
New Hampshire Charles H. Pettie of Durham
New Hampshire & Suella C. Pettie, wife of said
Charles H. Pettie James H. Pettie of Okayama
Japan & Belle W. Pettie, wife of the said James
H. Pettie, In Consideration of the sum of One Dollar
and other valuable considerations to us paid
by the New Hampshire College of Agriculture
& Mechanic Arts a Corporation Existing by virtue
of the laws of the State of New Hampshire and
located in said Durham do hereby give grant
bargain sell convey and confer unto the
said New Hampshire College of Agriculture & Mechanic
Arts and its successors and assigns forever the right
privilege & authority to construct reconstruct operate
and forever maintain a sewer or drain over
through and upon a certain right of way through
a certain parcel of land situate in said Durham
in the southeasterly side of the Faculty Road bounded as
follows; Commencing at the intersection of the Center
Line of Ballard Brook with said Faculty Road
thence running easterly one hundred & ninety three
feet along said Faculty Road to an iron hub driven
in the ground; thence running southeasterly at right angles
to said street one hundred and forty five feet;
thence running westerly in a line parallel to said
road a distance of about one hundred & four-
teen feet to the center of said brook; thence running
along the center of said brook about one hundred
and sixty feet to the point begun at.

Said right of way being more particularly described
as follows;

A certain right of way twenty feet wide for sewer
purposes only across said parcel of land, the
center line of which is more particularly
described as follows; A certain line

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 running northwesterly and southeasterly
 from said Faculty Road to land of Charles H
 Tetter and designated by certain stakes set in
 the ground a plan of said property and
 Sewer entitled "New Hampshire College of
 Agriculture and Mechanic Arts Durham N.H.
 Location Plan of Sewerage System" dated July
 1910 made by Meloy and Eddy Consulting ^{Civil} Engineers
 of Boston Mass being about to be filed in
 the office of the Register of Deeds for Strafford
 County together with the right at all times
 to enter upon said right of way with servants
 and teams for the purpose of constructing
 said Sewer or drain and for the purpose of
 relaying and repairing the same whenever said
 Grantor deems it necessary, subject however
 to the following conditions

First That in the event of such entry said
 College shall leave said right of way suitable for
 Cultivation
 Second That if the said Sewer or drain causes
 damage to the above named Grantors their heirs
 or assigns by reason of the prevention of the
 construction of buildings or the laying out
 and construction of a street through
 said parcel of land which may be ~~erected~~
 laid out in the future said College shall change
 the said location of said Sewer or drain so that
 the said buildings may be so erected or said Street
 laid out as aforesaid provided the said Grantors
 their heirs or assigns shall furnish said College free
 of cost a suitable location on which to construct
 said portion of said Sewer or drain the location
 of which is to be changed on account of
 said damage said claim of damage to be
 determined by three disinterested persons

One of whom shall be chosen by the College, and by the owners of the land, and the third by the two persons so chosen and such change, if any, to be free of

One to said Grantors

Third: That in the event of entry for the purpose of repairing said Sewer, said Grantee shall keep open the trenches necessary for such repairs, ten days only, said Grantors to have the right to fill in the same, and charge the cost of filling to said Grantee if kept open longer.

Fourth: Said Grantors to have the right to use said right of way for cultivation purposes, and if such entry shall affect the crops thereon planted, said Grantee shall pay to said Grantor such damages as may be occasioned thereby.

Fifth: Said Grantors, their heirs and assigns, to have the right and privilege to make Connection with and enter said Sewer or drain when completed from the house of said Grantors located on said described premises, free of Entrance fees;

To Have and to Hold the said granted right with all the privileges and appurtenances aforesaid, to the said belonging to it, the said New Hampshire College of Agriculture and Mechanical Arts, its successors and assigns, to them and their only proper use and benefit forever.

And we, the said Grantors and our heirs Executors and Administrators do hereby Covenant grant and agree to and with the said Grantee and its successors and assigns that until the delivery hereof we are the lawful owners of said premises and are seized and possessed thereof in our own right in fee simple and have full power and lawful authority to grant and convey the rights aforesaid in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever And that we and our heirs, Executors and Administrators shall and will warrant and defend the same to the said Grantee its successors and assigns, against the lawful claims and demands

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of any person or persons whomsoever
(and we Juella E. Fetter, wife of the said Charles
H. Fetter and Belle W. Fetter, wife of the said James
H. Fetter, in consideration of record do hereby
relinquish our rights of Dower in the before
mentioned premises.

And we and each of us, do hereby release and
discharge, and waive all such rights of
Exemption from attachment and levy or sale
on Execution, and such other rights whatsoever
in said premises, and in each and every part
thereof, as our said Husbands, as are insured
or secured to us or either of us, by Chapter 158
Public Statutes of the State of New Hampshire
or by any other Statute or Statutes of said State.

We, Wilbur W. Wren of the have hereunto set our
hands and seals this 23rd day of September 1910

Witness Myself and delivered in the presence of us
Charlote H. Adams }
W. H. Daniels } for Sarah Eliza Fetter Seal,
State of New Hampshire } Charles H. Fetter Seal,
Strafford, N.H. 1910. } Juella E. Fetter Seal,
James H. Fetter Seal,
Belle W. Fetter Seal,
Charles H. Fetter Power of Attorney

Personally appeared the above
named Charles H. Fetter and
Juella E. Fetter and acknowledged the foregoing
instrument to be their free act and deed

Before _____ Justice of the Peace

State of New Hampshire Hillsboro 23 Sept 23 1910

Personally appeared the above named Sarah Eliza
Fetter Charles H. Fetter Juella E. Fetter Mrs. James
H. Fetter & Belle W. Fetter by Charles H. Fetter, Attorney
and acknowledged the foregoing instru-
ment to be their voluntary act and deed

Before me Albert H. Gargels
Justice of the Peace

Read 11:40 Am Oct 19 1910
Exam'd by Frank B. Tompkins Regr

I now All Men by these presents
 that we Sarah H. & Letter of Manchester
 Charles H. Letter of Durham New Hampshire
 and Luella E. Letter wife of the said Charles H.
 Letter James H. Letter of Okazama Japan and
 Belle H. Letter wife of the said James H. Letter
 In Consideration of the sum of One Dollar and other
 valuable Considerations to us paid by James H.
 Bickford of said Durham do hereby give grant
 bargain sell convey and confirm unto the said
 James H. Bickford his heirs and assigns forever
 the right privilege and authority to construct reconstruct
 operate and forever maintain a Sewer or Drain
 over through and upon a certain right of way through
 a certain parcel of land situated in said Durham
 on the southerly side of the Faculty Road bounded as follows
 viz: Commencing at the intersection of the Center line of
 Ballard Brook with said Faculty Road thence running
 easterly one hundred and ninety three feet along said
 Faculty road to an iron hub driven in the ground thence
 running southerly at right angles to said street one hun-
 dred and forty five feet thence running westerly one
 line parallel to said road a distance of about one
 hundred and fourteen feet to the center of said brook
 thence running along the center of said brook about one
 hundred and sixty feet to the point begun at said right
 of way being more particularly described as follows:

A certain right of way twenty feet wide for Sewer
 purposes only across said parcel of land the center line
 of which is more particularly described as follows:
 A certain line running easterly westerly from the
 easterly boundary line (at the brook) of the land of said
 Grantor to the Sewer which the New Hampshire College
 of Agriculture and Mechanic Arts is about building
 through the lands of the Grantor and designated by
 certain stakes set in the ground together with the right
 at all times to enter upon said right of way
 with servants and teams for the purpose of con-
 structing said Sewer or drain and for the
 purpose of relaying or repairing the same,

Whenever said Grantor deems it necessary, subject however to the following conditions -

First, That in event of such entry, said Grantor his heirs or assigns shall leave said right of way suitable for cultivation,

Second: That if said Sewer or drain causes damage to the above named Grantor, his heirs or assigns, by reason of the prevention of the construction of buildings, or the laying out and construction of a street through said parcel of land which may be created or laid out in the future, said Grantor, his heirs or assigns, shall change the said location of said Sewer or drain, so that the said buildings may be so erected, or said street laid out as aforesaid, provided the said Grantor, their heirs and assigns shall permit said Grantor his heirs and assigns free of cost a suitable location on which to conduct said portion of said Sewer or drain, the location of which is to be changed on account of said damage said claim of damage to be determined by three disinterested persons, one of whom shall be chosen by the Grantor, his heirs and assigns, one by the owners of the land, and the third by the two persons so chosen, and such change if any, to be free of cost to said Grantors -

Third, That in the event of entry for the purpose of repairing said Sewer, said Grantor shall keep open the trenches necessary for such repairs ten days only, said Grantors to have the right to fill in the same & charge the cost of filling to said Grantor if kept open longer.

Fourth: Said Grantors to have the right to use said right of way for cultivation purposes, and if such entry shall affect the crops

thereon planted, said Grantee to pay said Grantors
 such damages as may be occasioned thereby.
 Fifth: That the said Grantee shall cement
 the bottom of the brook where the above described
 right of way crosses. said brook that said banks
 shall not wash away at said point of crossing
 To Have & To Hold, the said granted right, with
 all the privileges and appurtenances ofore said to
 the same belonging to him the said Grantee, his
 heirs assigns to them and their only proper use for
 benefit forever. And we the said Grantors our heirs
 Executors and administrators do hereby Covenant grant
 and agree to and with the said Grantee and his
 heirs and assigns, that until the delivery hereof
 we are the lawful owners of the said premises and are
 seized and possessed thereof in our own right in fee
 simple, and have full power and lawful authority
 to grant and convey the rights ofore said, in manner
 ofore said; that the premises are free and clear from
 all and every incumbrance whatsoever, and that
 we and our heirs, Executors and administrators
 shall and will warrant and defend the same
 to the said Grantee his heirs and assigns, against
 the lawful Claims and demands of any person or
 persons whomsoever.

And we Luella C. Tuttle, wife of the said Charles H. Tuttle
 and Belle W. Tuttle, wife of the said James H. Tuttle,
 in consideration ofore said do hereby relinquish our
 rights of Dower in the before mentioned premises.
 And we and each of us do hereby release and discharge
 and waive all such rights of Exemption from Attachment
 and levy or sale on Execution, and such other rights what-
 soever in said premises and in each and every part
 thereof as our Family Homestead as are reserved
 or secured to us or either of us by Chapter 138
 Public Statutes of the State of New Hampshire or by
 any other Statute or statutes of said State —

In Witness Whereof We have hereunto set
 our hands and seals this — day of
 — 1900

(over)

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Signed, sealed and delivered
in the presence of us
Charlotte Adams }
A. H. Daniel }

Sarah Eliza Fetter Seal
Charles H. Fetter Seal
Luella Fetter Seal
James H. Fetter
Belle W. Fetter } by
Charles H. Fetter Seal
Sov. of Attorney

State of New Hampshire Hillstorass.

1910. Personally appeared the above named
Sarah Eliza Fetter, Charles H. Fetter, Luella Fetter,
James H. Fetter and Belle W. Fetter, the latter two by
Charles H. Fetter, Sov. of Attorney and acknowledged
the foregoing instrument to be their free act and
deed, before me Albert H. Daniels, Justice of the Peace

Read 11:40 am Oct 1 1910
Exam by Frank D. Tompkins Regr

* Know All Men by these Presents
That Charles H. Hall of Durham in the County of
Strafford and State of New Hampshire.

In consideration of One Dollar and other
valuable considerations to me paid by the
New Hampshire College of Agriculture and Mechanic Arts
a corporation existing by virtue of the laws of the
State of New Hampshire and located in said Durham,
do hereby give, grant, bargain, sell, convey and con-
firm unto the said New Hampshire College of Agricul-
ture and Mechanic Arts, and its successors assigns
 heirs, the right, privilege and authority to construct
reconstruct, operate and forever maintain a Sewer
or drain, over through and upon certain rights
of way, through four certain parcels of land
situate in said Durham

The first parcel of land is bounded on the
north westerly side by land of said College on the
northeasterly side by land of Winthrop S. Merrett
on the southeasterly side by the Boston and Maine Railroad
and on the south westerly side by the Main Street leading
through Durham Village. Said right of way being
more particularly described as follows, viz:
A certain right of way, twenty feet wide, for Sewer