

## Karen Edwards

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**From:** Michael Behrendt  
**Sent:** Thursday, August 19, 2021 10:53 AM  
**To:** Jack@doucetsurvey.com  
**Cc:** Doug Clark; Mike Sievert (msievert@horizonsengineering.com)  
**Subject:** Main Street #74 - easements  
**Attachments:** 5549-Recorded Plan-Doc#0014708-Plan117-006.pdf; 4612-793 (Access Ease to 14-1 over 14-1-1).pdf; 4612-795 (Access Ease to 14-1-1 over 14-1).pdf

Hi Jack (cc to Planning Board),

Thank you for your note about this. You are correct in your statement below. I am copying the Planning Board and the applicant here for their information.

For everybody's information:

- The two attached easements were created after the subdivision was recorded. The notes under easements on the recorded plat correctly explains the status of the easements.
- The Town's subdivision approval required than an easement be created dealing with access at the *rear* of the property. That is included in the attached easement from Doug Clark (second paragraph). This was the condition: "Easement. Provide an easement for review by the Town Planner to include easements/cross easements for the rear portion of the two lots for access, parking, utilities, trash, and maintenance. The Town Planner will conduct only a basic review to see that these items are covered."
- The approval did not include any requirement for easements regarding the strip between the two lots ("paved driveway"). We saw that as a private matter and expected one or both sites might be redeveloped in the future rendering the strip moot.
- However, both parties did create easements dealing with the strip as shown on the attachments (third paragraph in easement from Clark and entirety of easement from Town and Campus).
- Presumably, the purpose of that easement between the lots is to allow for use of the parking spaces at the front of Doug Clark's lot and in the Town parking area in the front. However, the latter is owned by the Town of Durham and the Town can eliminate that parking area unilaterally as it sees fit. ***It is a private matter for Doug Clark and the Gangwer family to deal with this easement.*** This is the reason that the Planning Board held off on proceeding further with the application last night. Plus, there are other issues that affect both properties that need to be addressed.

- As a professional planner I can say that the Town's parking area situated off Main Street in front of the Aroma Joe's building is counter to best planning practices and I am hoping that this parking area will be eliminated and replaced with an expanded park, the curb cut will be closed and parallel spaces will be added to Main Street. I strongly encourage this to be done as part of a redevelopment of the Clark property or independently of that.

**Michael Behrendt**

Durham Town Planner

Town of Durham

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**From:** Jack Kaiser [mailto:Jack@doucetsurvey.com]

**Sent:** Wednesday, August 18, 2021 8:55 PM

**To:** Michael Behrendt

**Subject:** 74 Main Street Application

Michael,

I watched the hearing Wednesday evening. Given my past & potential future involvement with surveys of this parcel of land, I wanted to be kept abreast.

I had a conversation with Mike Sievert this afternoon and he did speak knowledgably tonight on the recorded subdivision plan and easement required as a part of the 2018 subdivision process.

My ears did perk up and I had to fight the urge to turn my camera on & speak up when a member of the board suggested the easements should have been shown on the subdivision plan. To set the record straight (and I apologize if I'm telling you what you already know), there was no mention of where or what the easements would be throughout the entire PB process. As the surveyor, I was directed by the PB to place "Easement Note D" on the attached copy of the recorded plan. Beyond that, any future easements were a complete unknown to me.

To be perfectly honest, it was not until I got a call from the Gangwer family in April of this year that I looked into the easements. These were recorded almost two months after I signed the final copy of the plan. While I do not disagree that it would've been helpful for these to be

shown on the plan, I had no idea of the intentions of the parties in terms of access or future easements.

Thank you for your time and please feel free to reach out if you have any questions.

Sincerely,

Jack Kaiser, LLS  
Vice-President



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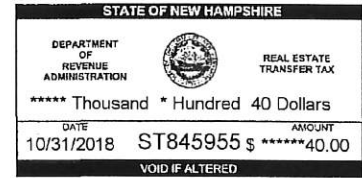
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**EASEMENT DEED**

**NOW COMES Clark Properties, LLC, a New Hampshire Limited Liability Company with an address of 19 Dowling Drive, Middleton, New Hampshire, for consideration paid, grants to Town & Campus Inc., a New Hampshire Corporation with and address of 105 Perkins Road, Madbury, New Hampshire with Quitclaim Covenants, the following described easements:**

An Easement to pass and repass for the purpose of restaurant related deliveries and trash removal and for the purposes of ingress and egress for the parking spaces at the back of the building at Tax Map 2, Lot 14-1 over the northeasterly paved portion of a certain tract of parcel of land in the Town of Durham, County of Strafford and State of New Hampshire owned by the Grantor known as Tax Map 2, Lot 14-1-1, for the benefit of a certain tract or parcel of land in the Town of Durham, County of Strafford and State of New Hampshire owned by the Grantees known as Tax Map 2, Lot 14-1. Grantee agrees that it shall only pass and repass over said easement and shall not park or otherwise impede or block the easement area in any way.

An Easement to pass and repass on the paved driveway currently existing on the north-south boundary of a certain tract of parcel of land in the Town of Durham, County of Strafford and State of New Hampshire owned by the Grantor known as Tax Map 2, Lot 14-1-1, for the benefit of a certain tract or parcel of land in the Town of Durham, County of Strafford and State of New Hampshire owned by the Grantees known as Tax Map 2, Lot 14-1. The parties shall share the cost of maintenance and repair of said driveway easement.

This instrument shall be binding upon, and inure to the benefit of Grantor and Grantees, and their respective heirs, successors and assigns and shall be covenants running with the land in perpetuity.

Meaning and intending to convey an easement over a portion of the premises conveyed to Grantor by deed recorded at the Strafford County Registry of Deeds at Book 4607, Page 835.

This is not homestead property of the Grantor.

This easement is subject to minimum transfer tax as no consideration has been paid.

WHEREFORE the Grantor has hereunto set his hand this 23<sup>rd</sup> day of October, 2018.

[Signature]  
Witness

[Signature]  
Douglas Clark, Manager,  
Clark Properties, LLC

STATE OF NH  
COUNTY OF Strafford

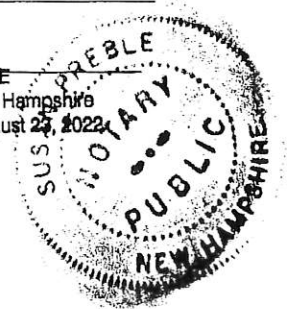
October 23, 2018

Personally appeared the above-named Douglas Clark, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Before me,

[Signature]  
Justice of the Peace – Notary Public  
My Commission Expires:

SUSAN E. PREBLE  
Notary Public, State of New Hampshire  
My Commission Expires August 23, 2022





STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
***** Thousand * Hundred 40 Dollars	
DATE 10/31/2018	AMOUNT ST845956 \$ *****40.00
VOID IF ALTERED	

**EASEMENT DEED**

**NOW COMES Town & Campus Inc., a New Hampshire Corporation with and address of 105 Perkins Road, Madbury, New Hampshire Clark Properties, LLC, a New Hampshire Limited Liability Company with an address of 19 Dowling Drive, Middleton, New Hampshire, for consideration paid, grants to Clark Properties, LLC, a New Hampshire Limited Liability Company with an address of 19 Dowling Drive, Middleton, New Hampshire, the following described easements:**

An Easement to pass and repass on the paved driveway currently existing on the north-south boundary of a certain tract of parcel of land in the Town of Durham, County of Strafford and State of New Hampshire owned by the Grantor known as Tax Map 2, Lot 14-1, for the benefit of a certain tract or parcel of land in the Town of Durham, County of Strafford and State of New Hampshire owned by the Grantees known as Tax Map 2, Lot 14-1-1. The parties shall equally share the cost of maintenance and repair of said driveway easement.

This instrument shall be binding upon, and inure to the benefit of Grantor and Grantees, and their respective heirs, successors and assigns and shall be covenants running with the land in perpetuity.

Meaning and intending to convey an easement over a portion of the premises conveyed to Grantor by deed recorded at the Strafford County Registry of Deeds at Book 4607, Page 835.

This is not homestead property of the Grantor.

This easement is subject to minimum transfer tax as no consideration has been paid.

WHEREFORE the Grantor has hereunto set his hand this 16 day of October, 2018.

Barry P. [Signature]  
Witness

Jesse Gangwer [Signature]  
Jesse Gangwer, Its President  
Town & Campus, Inc.

STATE OF NH  
COUNTY OF Strafford

October 16, 2018

Personally appeared the above-named Jesse Gangwer, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Before me,

Susan Preble [Signature]

Justice of the Peace – Notary Public  
My Commission Expires:

SUSAN E. PREBLE  
Notary Public, State of New Hampshire  
My Commission Expires August 23, 2022

