

To the Planning Board,
Here are responses to the memo from Attorney Suzanne Brunelle that I forwarded yesterday afternoon.

I attached the three easements related to the project:

Clark to Gangwer – utilities

This easement accommodates existing utility, telephone, electric, and sewer across the subject lot to serve the Gangwer lot.

Clark to Gangwer

This easement allows for the Gangwers to pass and repass at the rear of the site for deliveries, trash removal, and parking.

It also allows for the Gangwers to pass and repass on the currently existing paved driveway straddling the two lots.

Gangwer to Clark

This easement allows for the owners of the subject lot to pass and repass on the currently existing paved driveway straddling the two lots (reciprocal of easement immediately above).

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1. The easements have been discussed and explained at length and the site plan approval specifies that they be added to the plans. The three easements are described above. The applicant will incorporate them into a revised set of plans which they will submit next week.
2. The revised plans are dated March 2023, except for sheets where no changes are being made.
3. It looks like the door on the side of the building extends a little into the easement area, but this is not a concern of the Planning Board. The easement simply allows the parties to “pass and repass.” Presumably, the door would be closed most of the time and not interfere with passage.

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4. Sheet C101, the Demolition Plan is not included in the revised plan set, I believe because no changes are proposed. The striped lines show where existing paved and gravel areas would be removed in preparation for the redevelopment.
5. My understanding from Mike Sievert is that there would be no stormwater impact on the Ganger property.
6. This is a catch basin for drainage.
7. This space is shown on the plans on the subject lot. There will be language reserving the spot for the Gangwer property on the sign in front of the space.
8. There is a clear 20-foot passage from Pettee Brook Lane to the back of the Gangwer property for access for parking, deliveries, and emptying the dumpster. Access into the rear of the Gangwers is not changing in any significant manner Mike Sievert conveyed to me that a large garbage truck cannot turn around on site now and it will not be able to under the new plan. Smaller delivery trucks can turn around on site. I don't know how the Gangwers empty the trash now. A smaller truck could be use, barrels could be brought to Pettee Brook Lane, or a large truck could back out into the striped area on Pettee Brook Lane. The Fire Department has confirmed that there is no problem with access to the site for fighting fires (from Main Street, Pettee Brook Lane, or partly into the site).
9. There will be sleeves for the water line and sewer line serving the Gangwer property running under the pervious pavers in the rear. If service is needed, the pipe could be pulled out and replaced within the sleeve.

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(b) The Planning Board approved the plan earlier following all required procedures.

2. The existing and proposed structures are shown. The easements have been presented and will be shown on a revised set of plans to be submitted next week.

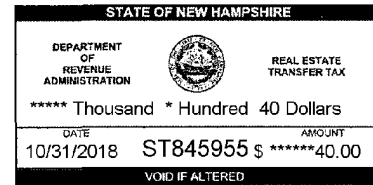
3. Access ways, parking lots, proposed buildings, etc. are shown on the plans. There is no requirement for a side or rear yard. The building will be in compliance with the building and fire codes.

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Conditional use criteria. The Planning Board reviewed the application earlier and found that it met the conditional use criteria. I don't believe that anything is changing which would have any impact on consideration of those criteria.

Michael Behrendt

Durham Town Planner
8 Newmarket Road
Durham, NH 03824
(603) 868-8064



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 23rd day of October, 2018.

[Signature]
Witness

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

STATE OF NH
COUNTY OF Strafford

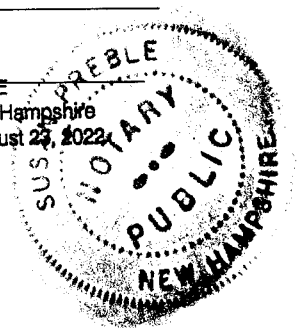
October 23, 2018

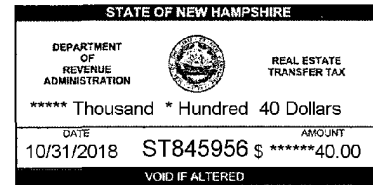
Personally appeared the above-named Douglas Clark , known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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





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.

Barb P. Or
Witness

Jesse Gangwer
Jesse Gangwer, its President
Town & Campus, Inc.

STATE OF NH
COUNTY OF Strafford

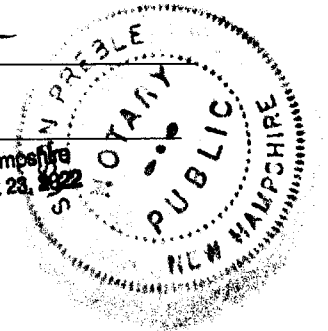
October 16, 2018

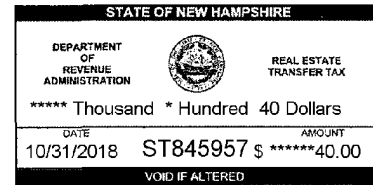
Personally appeared the above-named Jesse Gangwer, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Before me,

Susan Preble
Justice of the Peace – Notary Public
My Commission Expires:

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





UTILITY EASEMENT

This Utility Easement is made this 16 day of October, 2018 by and among **Clark Properties, LLC**, a New Hampshire Limited Liability Company with an address of 19 Dowling Drive, Middleton, New Hampshire (“Grantor”) and **Town & Campus Inc.**, a New Hampshire Corporation with an address of 105 Perkins Road, Madbury, New Hampshire (“Grantee”).

WHEREAS, the Grantee is the owner of land and buildings located at 74 Main Street, Durham, County of Strafford, State of New Hampshire (the “Grantee Property”); and

WHEREAS, the Grantee Property received subdivision approval from the Town of Durham on August 22, 2018 as shown on the subdivision plan #117-007.

WHEREAS, Grantor purchased the subdivided lot from Grantee on October 11, 2018;

WHEREAS, the Grantor is desirous of granting an easement to Grantee for the purpose hereinafter set forth over a certain portion of the Grantor’s property.

NOW THEREFORE, for good and valuable consideration paid, the Club grants to the Sylvester a utility easement as set forth below:

1. A permanent utility easement over a portion of the Grantor’s land for the purpose of existing utility, telephone, electric and sewer lines running to Grantee’s Property and reasonably necessary accessories or instruments thereto, and the ingress and egress reasonably necessary to carry out the purpose of this easement. This right includes the right to lay, construct, reconstruct, operate, maintain, replace and remove lines for the transmission of intelligence and for the transmission of electricity, including the necessary poles, anchors, pipes, conduits, cable terminals, wire distributing facilities, fixtures and appurtenances, with the wires and cable therein, upon, over and under a portion of Grantor’s Property, as now laid out or as may be laid out in the future, located off of the public way known as Pettie Brook lane, Durham, New Hampshire.

2. The Easement conveyed herein, together with the obligations undertaken by the Grantees, by recording this deed, shall be binding upon the Grantor and the Grantees and their successors and assigns.

3. Prior to exercising any right hereunder, Grantees shall give thirty (30) days written notice to Grantor of the intended work in the easement area. Any such work shall be conducted so as to have the minimal effect on the operation of Grantor's business.

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

Witness, this 23rd day of October 2018.

Clark Properties, LLC

[Signature]
Witness

By: [Signature]
Douglas E. Clark, Manager

Town and Campus, Inc.

[Signature]
Witness

By: [Signature]
Jesse Gangwer, President

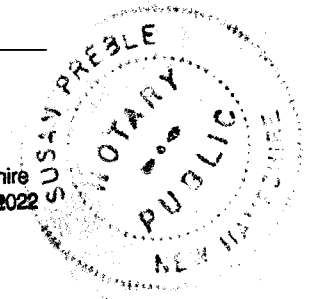
STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 23 day of October, 2018, before me, the undersigned officer, personally appeared Douglas Clark, duly authorized manager of Clark Properties, LLC, known to me or satisfactorily proven to be the within named, and acknowledged the foregoing for the purposes therein contained.

[Signature]

Notary Public/Justice of the Peace
Name:

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



STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 16 day of October, 2018, before me, the undersigned officer, personally appeared Jesse Gangwer duly authorized President of Town & Campus, Inc., known to me or satisfactorily proven to be the within named, and acknowledged the foregoing for the purposes therein contained.

[Signature]

Notary Public/Justice of the Peace
Name:

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

