

Please Record & Return to:
City of Concord, NH
City Hall
Engineering Services Division
41 Green Street
Concord, NH 03301

Recording Fee: \$ _____
Transfer Tax/Stamp: **EXEMPT**
LCHIP Surcharge Fee: **\$25.00**

**THE ABOVE SPACE IS FOR THE EXCLUSIVE USE OF THE
MERRIMACK COUNTY REGISTRY OF DEEDS
(FOR PLACEMENT OF TRANSFER TAX STAMPS & RECORDING INFORMATION)**

**EASEMENT DEED
(PUBLIC RIGHT-OF-WAY)**

For consideration paid, **Newspapers of New Hampshire, Inc.**, having a mailing address of 1 Monitor Drive, Concord, Merrimack County, State of New Hampshire 03301 ("NNH"), grants to the **City of Concord**, a municipal corporation, with a usual place of business at 41 Green Street, Concord, Merrimack County, State of New Hampshire 03301 ("City"), with Quitclaim Covenants, the following rights:

SCOPE OF EASEMENT RIGHTS. NNH grants to the City a permanent and perpetual right and easement for roadway purposes including, but not limited to, construction, maintenance, repair, and replacement of pavement, curbing, trees, grass, subsurface drainage facilities, and other appurtenances usually found in a public roadway, and also the permanent and perpetual right to enter upon and to construct, lay, or build and to re-enter as necessity may require to repair, replace, or maintain above and underground utilities, including, but not limited to water, sewer, natural gas, telecommunications, and electrical distribution, with all the normal and customary appurtenances thereto (all such rights together referred to as the "Easement Rights") over and across the Easement Area defined below. The Easement Rights shall also include 1) the perpetual right and easement to use so much of the adjoining land of NNH outside of the Easement Area as may be necessary for slope and embankment easements based upon the contour of the land adjoining the Easement Area, 2) the perpetual right and easement to use so much of the adjoining land of NNH outside of the Easement Area as may be necessary to construct, use, maintain, repair, and replace drainage swales, culverts, drainage basins, and storm sewers to collect, control, treat, and direct surface water run-off occasioned by the construction of the Improvements, and 3) the perpetual right and easement to use so much of the adjoining land of NNH outside of the Easement Area as may be necessary to relocate the existing water line or the existing sewer line to an alternate location as close as reasonably possible to the Easement Area, all as may be reasonably required in connection with the design, construction, and use of the Improvements.

DESCRIPTION OF EASEMENT AREA. The Easement Area shall be of a variable width, being 66' wide for most of its length, and then tapering to 33' wide at its northern extent, and shall be located substantially as shown on a plan set having a cover sheet entitled "Tax Map 12P, Lot 1, Minor Subdivision, 1 Monitor Drive and Sewalls Falls Road, Concord, NH, Owned By/Prepared for Newspapers of New Hampshire, Inc.", prepared by Thomas F. Moran, Inc., and dated September 18, 2019, with revisions through February 26, 2020 (the "Plans"), copies of which plan are on file with NNH and with the City's Planning and Engineering Divisions and recorded at the Merrimack County Registry of Deeds contemporaneously with this Easement Deed.

Since the roadway and facilities to be constructed in the Easement Area (the "Improvements") have not yet been engineered, designed, or constructed, the parties agree that the precise location of the Easement Area shall be altered if necessary during the design and construction of the Improvements to address or accommodate physical conditions or limitations encountered on the ground. The City shall notify NNH of any proposed changes to the Easement Area and consider the comments and recommendations of NNH prior to implementing any changes to the Plans.

Upon completion of the construction of the Improvements in the Easement Area, or any portion of the Easement Area, NNH shall cause as-built plans of (a) the Improvements, (b) the relevant portion of the Easement Area, (c) any alteration of the Easement Area and (d) the location of all additional rights and easements for slope and embankment, drainage swales, culverts, drainage basins, storm sewers, or relocated water lines or sewer lines, outside of and/or adjacent to the Easement Area, to be prepared and delivered to the City (the areas described in (c) and (d) are together referred to as the "Additional Easement Areas", and all of (a) through (d) are together referred to as the "As-Built Plans"), and from and after such delivery, the location of the relevant portion of the Easement Area, the Improvements and appurtenant rights shall be fixed in the locations shown on the As-Built Plans.

NNH shall also cause recordable plans of the Additional Easement Areas to be prepared and delivered to the City (the "Additional Easement Plans"), together with supplemental easement deeds of the rights associated with the Additional Easement Areas (the "Additional Easement Deeds") that can be recorded simultaneously with the Additional Easement Plans.

In addition to rights described above, the Easement Rights shall include the right to temporarily enter upon the adjacent land of NNH, as may be reasonably necessary during the construction of the Improvements. The City, its agents, or the party constructing the Improvements shall reasonably restore any areas disturbed by the exercise of these temporary rights to their condition prior to such construction and disturbance. Upon the completion of construction, all temporary rights shall expire.

RELEASE OF PRIOR RIGHTS. The parties acknowledge that the Easement Rights and Easement Area described in this Easement Deed substantially overlap the rights of the City under a Deed of Easement of NNH to the City dated January 17, 1989, and recorded in the Merrimack County Registry of Deeds at Book 1785, Page 809 (the "Prior Easement"), and the Prior Easement shall remain in full force and effect and the rights

provided in this Easement Deed shall be in addition to the easement rights described in the Prior Easement. Notwithstanding the previous sentence, upon the construction of the Improvements, the delivery and acceptance by the City of the As-Built Plans and the recording of the Additional Easement Plans and the Additional Easement Deeds, the City's rights under the Prior Easement shall expire in all respects except as to any portions of the existing waterline within the Prior Easement Area that fall outside of the Easement Area or the Additional Easement Areas.

PROPERTY SUBJECT TO EASEMENT. The Easement Area extends across, on, and under a portion of the premises of NNH situated in Concord, County of Merrimack and State of New Hampshire, and described in deed of Horace S. Blood to NNH dated July 12, 1988, and recorded in the Merrimack County Registry of Deeds at Book 1732, Page 145, and deed of Louis E. Pettingill to NNH dated September 15, 1987, and recorded in the Merrimack County Registry of Deeds at Book 1675, Page 348. Such premises are also shown as Map 12P, Lot 1 and Map 6P, Lot 9, on the City of Concord Assessor's Maps, and have the addresses of 1 Monitor Drive, and Hannah Dustin Drive, respectively, in the Village of Penacook, City of Concord, Merrimack County, State of New Hampshire.

INTERFERENCE. NNH agrees that it will not, without the consent of the City, alter, erect, or maintain any building or other improvement, including landscaping, upon the Easement Area that may unreasonably interfere with or endanger the City's exercise of the Easement Rights, and that the City may cause any building or improvement, including landscaping, that may be wholly or partly within the Easement Area to be removed at the expense of the then owner of the land upon which such encroachment lies.

TERM OF EASEMENT. This easement shall be perpetual.

SUCCESSORS. This Easement Deed shall be binding upon and inure to the parties' successors and assigns.

TRANSFER TAXES. This Easement Deed is exempt from real estate transfer tax pursuant to RSA 78-B:2 I.

EFFECTIVE DATE. This Easement Deed shall be effective as of the date upon which the last of NNH, the City, and the lender execute this Easement Deed and attached Consent of Lender.

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NEWSPAPERS OF NEW HAMPSHIRE, INC.

Date: 9/22/2020

By: Dan Dmly
Name: Daniel D McClory
Its: Secretary
Duly Authorized

State of New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me this 22nd day of September, 2020, by Dan McClory, on behalf of Newspapers of New Hampshire, Inc., for the purposes therein contained.

Todd Savage
Justice of the Peace/Notary Public
My commission expires: _____

TODD A. SAVAGE
Notary Public - New Hampshire
My Commission Expires July 31, 2024

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EASEMENT DEED ACCEPTED AND APPROVED:

The acceptance of this Easement Deed by the City Manager was authorized by a vote of the Concord City Council at its regular meeting on _____, 20__.

ACCEPTED:

City of Concord

Date: _____

By: _____

Name: Thomas J. Aspell, Jr.

Its: City Manager

Duly Authorized

State of New Hampshire
County of Merrimack

Personally appeared Thomas J. Aspell, Jr., City Manager of the City of Concord, this ____ day of _____, 20__, and acknowledged the foregoing on behalf of the City of Concord.

Justice of the Peace/Notary Public


My commission expires: _____

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CONSENT OF LENDER


Macoma Bank, holder of a Mortgage and Security Agreement from Newspapers of New Hampshire, Inc., dated January 22, 2018, and recorded in the Merrimack County Registry of Deeds on January 23, 2018, at Book 3583, Page 2542, consents to the grant of the easement rights described in this Easement Deed (Public Right-of-Way).

Executed as of the 11TH day of September, 2020.

By: 
Name: Jeremy Freyer
Its: Vice President – Commercial Portfolio
Management
Duly Authorized

State of ~~New Hampshire~~ Vermont
County of Windsor

Personally appeared Jeremy Freyer, the Vice-President – Commercial Portfolio Management of Mascoma Bank, this 11th day of September, 2020, and acknowledged the foregoing on behalf of Mascoma Bank.


Justice of the Peace/Notary Public
My commission expires: 1/31/2021

