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Doc # 1011340 Oct 26, 2010 10:44 AM
Book 2671 Page 0130 Page 1 of 5
Register of Deeds, Belknap County

Barbara R. Luther



STATE OF NEW HAMPSHIRE		
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX
***** Thousand * Hundred 54 Dollars		
DATE 10/26/2010	BE820449 \$	AMOUNT *****54.00
VOID IF ALTERED		

USE AND ACCESS EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that, R. J. Moreau Communities, LLC, a New Hampshire Limited Liability Company, having a business address of 22 Eastman Drive, Bedford, New Hampshire 03110, (hereinafter called the "Grantor"), for consideration paid, grants to **Pennichuck East Utility, Inc.**, a New Hampshire Corporation having its principal place of business at 25 Manchester Street, Merrimack, New Hampshire 03054, and its successors and assigns forever (hereinafter called the "Grantee"), with WARRANTY COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across a certain tract of land in the town of Tilton, County of Belknap, State of New Hampshire, and more particularly bounded and described as follows (the "Land").

A certain tract or parcel of land situated on the westerly sideline of NH Route 3 in Tilton, County of Belknap, State of New Hampshire, and as shown on a plan titled "Condominium Site/Subdivision Plan, Winnisquam Village Condominium, MAP R-7-11-100 DAWW, LLC" by Holden Engineering & Surveying, Inc., dated May 5, 2005, and as further shown as Tract R-7-11-1, on plan titled "Lot Line Adjustment Plan DAWW, LLC & Country Lake Resort LLC, Tilton, NH" by Holden Engineering & Surveying, Inc., dated August 8, 2003, revised through November 11, 2003, recorded in Drawer L46, Plan No. 26 thru 30, Belknap County Registry of Deeds and further shown on Plan, L54, sheets 6-12 (together referred to as the "Plan"), which tract is more particularly bounded and described as follows:

Beginning at a point on the westerly line of NH Route 3, so-called, said point being the most easterly corner of land now or formerly of James R. & Mary Lou Sevigny, said point also being the most southerly corner of the herein described premises; thence

North 22° 41' 01" West, by the said land now or formerly of James R. & Mary Lou Sevigny, 10.53 feet to an iron pipe; thence

North 53° 31' 26" West, by the said land now or formerly of James R. & Mary Lou Sevigny, 208.40 feet to a rebar; thence

North 81° 31' 46" West, by the said land now or formerly of James R. & Mary Lou Sevigny, 189.70 feet to a drill hole at the end of a stone wall; thence

Westerly, by the said stone wall at said land now or formerly of James R. & Mary Lou Sevigny, by the following courses:

North 81° 14' 06" West, 103.99 feet to a drill hole; thence

North 81° 20' 33" West, 331.88 feet to a point; thence
 North 69° 47' 16" West, 22.34 feet to a point; thence
 North 75° 45' 48" West, 21.28 feet to a point; thence
 North 82° 25' 36" West, 46.01 feet to a point; thence
 North 89° 30' 43" West, 70.89 feet to a point; thence

North 80° 39' 01" West, 71.75 feet to an iron pipe at land now or formerly of Elaine Dalzell;
 thence

Northerly, by the said land now or formerly of Elaine Dalzell, by the following courses:

North 04° 37' 26" West, partly by stone wall, 87.54 feet to a point; thence
 North 02° 51' 41" West, 236.56 feet to a point; thence
 North 10° 15' 07" West, 63.49 feet to a point; thence
 North 06° 13' 38" West, by a stone wall, 78.24 feet to a point; thence

North 08° 42' 24" West, by a stone wall, 206.19 feet to a drill hole at a corner of stone walls;
 thence

Westerly, by a stone wall at said land now or formerly of Elaine Dalzell, by the following
 courses:

South 76° 09' 36" West, 39.82 feet to a point; thence
 South 88° 54' 19" West, 42.35 feet to a point; thence
 South 64° 03' 48" West, 82.96 feet to a point; thence
 South 73° 39' 03" West, 35.94 feet to a point; thence
 South 83° 51' 05" West, 56.98 feet to a corner of stone walls; thence

Northerly, by a stone wall at said land now or formerly of Elaine Dalzell, by the following
 courses:

North 07° 55' 48" West, 67.60 feet to a point; thence
 North 12° 29' 06" West, 60.86 feet to a point; thence
 North 10° 45' 30" West, 22.59 feet to a point; thence
 North 03° 52' 29" West, 38.73 feet to a point; thence
 North 17° 00' 28" West, 17.82 feet to a point; thence
 North 03° 52' 39" West, 44.99 feet to a point; thence
 North 06° 33' 20" West, 150.48 feet to a point; thence

Northerly, by a fence at said land now or formerly of Elaine Dalzell, by the following courses:

North 05° 55' 02" East, 180.52 feet to a point; thence
 North 03° 08' 00" West, 119.77 feet to a point; thence
 North 02° 56' 47" West, 84.00 feet to a point; thence
 North 14° 09' 24" West, 51.59 feet to a point; thence
 North 07° 45' 03" West, 102.56 feet to a point; thence

North 10° 58' 14" West, 162.29 feet to a point on the Tilton-Sanbornton Town Line and land
 now or formerly of the Shiraz Limited Partnership; thence

North 68° 27' 46" East, by the said Tilton-Sanbornton town line and land now or formerly of Shiraz Limited Partnership, 1,388.17 feet to a point at land now or formerly of the Dalton Revocable Trust; thence

Easterly, by a wire fence at said land now or formerly of the Dalton Revocable Trust, by the following courses:

South 18° 00' 25" East, 340.62 feet to a point; thence

South 16° 20' 26" East, 88.51 feet to a point; thence

South 21° 33' 43" East, 193.55 feet to a point; thence

South 21° 37' 09" East, 130.49 feet to a point; thence

South 20° 55' 36" East, 229.18 feet to a rebar at the northeast corner of land now or formerly of 814 Laconia Road Trust; thence

South 70° 53' 29" West, by the said land now or formerly of 814 Laconia Road Trust, 377.00 feet to a rebar; thence

South 20° 04' 48" East, by the said land now or formerly of 814 Laconia Road Trust, 415.62 feet to a rebar; thence

South 66° 19' 34" East, by the said land now or formerly of 814 Laconia Road Trust, 105.72 feet to a rebar; thence

South 66° 19' 34" East, by the said land now or formerly of 814 Laconia Road Trust, 423.24 feet to a point at land of the State of New Hampshire; thence

South 63° 48' 04" West, by the said land of the State of New Hampshire, 115.95 feet to a point; thence

South 59° 04' 05" West, by the said land of the State of New Hampshire, 34.14 feet to the most easterly corner of land now or formerly of WCLC, LLC; thence

North 66° 19' 34" West, by the said land now or formerly of WCLC, LLC, 229.27 feet to a stone bound; thence

South 50° 47' 44" West, by the said land now or formerly of WCLC, LLC, 547.09 feet to a stone bound; thence

South 31° 09' 32" East, by the said land now or formerly of WCLC, LLC, 149.44 feet to a stone bound; thence

South 53° 31' 26" East, by the said land now or formerly of WCLC, LLC, 380.96 feet to a drill hole at the said westerly line of NH Route 3; thence

South 26° 47' 23" West, by the said westerly line of NH Route 3, 155.00 feet to the point of

beginning.

Containing 58.760 acres according to said Plan.

Together with a sewer easement and drainage easements over Tract R-7-11 as shown on said Plan.

Subject to a sewer easement and an access and parking easement to the benefit of Tract R-7-11 as shown on said Plan.

Subject to a Conservation Easement to be granted to the Town of Tilton.

Meaning and intending to convey the interest described herein over, under and across the tract of land conveyed by deed from DAWW, LLC to R.J. Moreau Communities, LLC, dated October 17, 2005, and recorded at Belknap County Registry of Deeds at Book 2232, page 98.

The above-granted right and easement is more particularly described as:

The perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such pumping equipment, pumphouses, storage facilities and foundations and enclosures for the same, and such meters, meter horns, readout devices and other appurtenances wherever located on the Land, as the Grantee may from time to time desire for water distribution purposes, extending to and installed within the buildings or structures on the Land in order to provide water service to the Land, and to customers beyond the Land and other than the Grantor. Meaning and intending at a minimum to convey an easement ten feet (10') on either side of the water mains and twenty (20') feet, from the outside walls of the pump house, wherever laid or built respectively, and as required to service the system the right to install new wells and restrict activities and access to a protective well head radius as required by law or regulation around any new well on or in the above described Land as reasonable required to service the Land and the Winnisquam Village Condominium.

This conveyance shall include the right of access from, to and across said Land for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Land, provided that the said Land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Land as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; the right to go upon the Land when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Land to provide service to buildings thereon.

The Grantor, for itself and its successors and assigns, covenants and agrees (i) that they will not erect or maintain, or permit to be erected or maintained, any permanent building or

structure of any kind or nature upon the Land, or plant or permit to be planted any trees, over said underground pipes and other equipment and (ii) that they shall not alter the grade of the Land as such grade exists at the time of the installation of the pipes and other equipment referred to above.

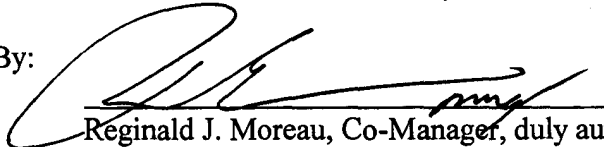
The Grantor further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantor which in the good faith opinion of the Grantee might materially disturb, dislocate, damage or endanger said pipes or other equipment, the Grantor will install reasonable shoring or bear the expense of its installation at reasonable locations specified by the Grantee or its representatives, and in the event of any damage to said pipes or other equipment as a result of such excavation or grading, the Grantor will pay the cost of repair to, or replacing of, said pipes or other equipment as the case may be.

Grantee will not unreasonably withhold its consent to Grantor's request from time to time for changes in the location of said pipes or other equipment, provided that Grantor shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

IN WITNESS WHEREOF, **R. J. Moreau Communities, LLC** has caused this Easement Deed to be executed in its name and behalf by Reginald J. Moreau, its Co-Manager, being hereunto duly authorized this 11 day of October, 2010.

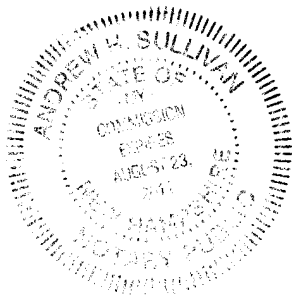
R. J. Moreau Communities, LLC

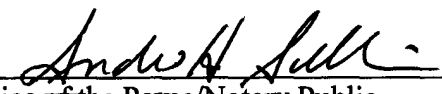
By:


Reginald J. Moreau, Co-Manager, duly authorized
on behalf of R. J. Moreau Communities, LLC

STATE OF NEW HAMPSHIRE
COUNTY OF Millsborough

On this the 11th day of October, 2010, before me, the undersigned officer, personally appeared Reginald J. Moreau who acknowledged himself to be the Co-Manager of R. J. Moreau Communities, LLC, and acknowledged that he being authorized so to do, executed the same on behalf of said Limited Liability Company for the purposes therein contained.




Justice of the Peace/Notary Public
My commission expires: