

Return to:

Pennichuck East Utilities, Inc.
25 Manchester Street
Merrimack, NH 03054

Transfer Tax _____

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Locke Lake Colony Association**, having their principal address at 43 Colony Drive, Town of Center Barnstead, County of Belknap, State of New Hampshire, 03225, (hereinafter called the "Grantors"), for consideration paid, grants to **Pennichuck East Utility, Inc.**, a New Hampshire Corporation having its principal place of business at 25 Manchester Street in the Town of Merrimack, County of Hillsborough, State of New Hampshire, 03054, and its successors and assigns (hereinafter called the "Grantee"), so long as it is used for the purposes provided below, an easement more particularly described below, over, under and across a certain tracts of land known as Town of Barnstead Tax Map 41 Lot 2, Town of Barnstead Tax Map 44 Lot 3 and beneath Locke Lake in the Town of Center Barnstead, County of Belknap, State of New Hampshire (the "Property"), more particularly bounded and described as follows:

Beginning at a point on the northerly sideline of Varney Road, said point being on a tie course of S69°24'12"E a distance of 20.45 feet from the southwesterly corner of land of Locke Lake Colony Association further known as Town of Barnstead Tax Map 41, Lot 2; thence, through Lot 2 N20°08'24"E a distance of 59.22 feet to a point; thence, continuing through said Lot 2 and crossing Locke Lake N33°48'34"E a distance of 1126.19 feet to a point on other land of Locke Lake Colony Association further known as Town of Barnstead Tax Map 44, Lot 3; thence, continuing on said Lot 3 N36°17'13"E a distance of 26.36 feet to a point on the southerly sideline of Georgetown Drive; said point being located on a tie course of a chord bearing of S50°29'44"E distance of 39.58 feet from the northerly most corner of said Lot 3; thence, along Georgetown Drive following a curve to the right having a central angle of 00°31'48" and a radius of 3250.00 feet, a distance of 30.07 feet to a point; said last point also being on a tie course from the previous point on a chord bearing of S49°52'54"E a distance of 30.07 feet, thence, through said Lot 3 S36°17'13"W a distance of 23.70 feet to a point; thence, continuing through said Lot 3 and crossing Locke Lake S33°48'34"W a distance of 1121.95 feet to a point on the aforementioned Map 41, Lot 2; thence, continuing through said Lot 2 S20°08'24"W a distance of 55.09 feet to a point on the northerly sideline of said Varney Road; thence, along Varney Road following a curve to the right having a central angle of 01°45'15" and a radius of 980.00 feet, a distance of 30.01 feet to the point of beginning; said last

mentioned point being on a tie course on a chord bearing of N70°52'42"W a distance of 30.00 feet from the previously mentioned point on Varney Road.

The easement containing 36,191 Sq. Ft. or 0.83 Acres as shown on "Easement Plat Encumbering the land of Locke Lake Association prepared for Pennichuck East Utility" dated September 2019 and prepared by Richard D. Bartlett & Associates, LLC and recorded as Plan No. _____ at the Belknap County Registry of Deeds.

This easement shall be for the purpose of constructing and maintaining an underground water pipeline in the Easement Area and shall include the right to lay, construct, install, operate, maintain, repair, replace, and remove underground pipes, ducts, conduits, and such equipment and other appurtenances as the Grantee may from time to time desire for public water distribution purposes; the right of access from, to, and across the Easement Area for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill within the Easement Area by people or machines provided that said Easement Area 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 in the Easement Area to such extent as in the judgment of the Grantee is necessary for any of the within purposes; the right to trim, cut down and remove bushes, trees and other plant growth on the Property overhanging the Easement Area to such extent as in the judgment of the Grantee, and in consultation with the Grantor, is necessary for any of the within purposes so long as the cleared portion of the Property is restored by the Grantee with loam and seed as necessary; the right to go upon the Easement Area and other portions of the Property contiguous to the Easement Area as mutually agreeable between the Grantor and the Grantee when working on side lines and associated equipment so long as the affected portions of the Property are restored with loam and seed as necessary; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across the Easement Area to provide public water service.

This easement is solely for the construction and operation of the described pipeline project. It does not create or grant any right of way and does not create or grant any easement for any other purpose other than in furtherance of this easement. Except as set forth in this document, passage by Grantee on the Property is prohibited except to the extent authorized in writing by the Grantor.

The easement granted herein shall run with the land. Each reference to "Grantor" shall be deemed to include Grantor's heirs, successors, and assigns and each reference to Grantee shall be deemed to include Grantee's heirs, successors, and assigns.

The Grantors, for themselves and their successors and assigns, covenant and agree (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 Easement Area, 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 Easement Area as such grade exists at the time of the installation of the pipes and other

equipment referred to above. The foregoing notwithstanding, the Grantors, their successors, and assigns may cross the Easement Area with a road(s) for access to or from adjacent parcels.

The Grantors further covenant and agree, for themselves and their successors and assigns, that in the event of excavation or grading by Grantors which in the good faith opinion of the Grantee might materially disturb, dislocate, damage or endanger said pipes or other equipment, the Grantors 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 Grantors will pay the cost of repair to, or replacing of, said pipes or other equipment as the case may be.

The Grantee will not unreasonably withhold its consent to the Grantors' request from time to time for changes in the location of said pipes or other equipment, provided that the Grantors 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 with the following exception. In the event the Grantor undertakes activities to lower the bed elevation of Locke Lake, the Grantee, with sufficient notice from the Grantor, shall adjust the elevation of the water main as to not interfere with Grantor's efforts to lower the Locke Lake bed elevation. The Grantee shall be responsible for the cost to adjust the water main elevation.

In the event that the Grantee does not use the pipeline within the Easement Area for purposes described above for a continuous period of five (5) years, the easement and rights provided hereby shall be deemed abandoned, and all such easement and rights shall revert to the Grantors and their successors and assigns.

LOCKE LAKE ASSOCIATION, LLC

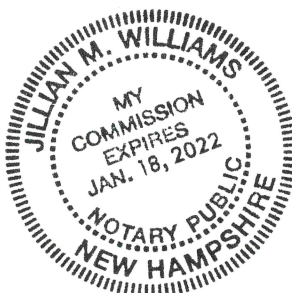
Stephen J. French
Witness

By:

Joe
PRESIDENT, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this the 16 day of January, 2020, before me appeared Francis Incrociato, as duly authorized agent of Locke Lake Association, LLC, known to me or satisfactorily proven to be said person, and executed this Easement Deed.



Jillian Williams
Name
Notary Public/~~Justice of the Peace~~ ☒
My Commission Exp: 1/18/2022