

Pls. Return To: ③
DAREN P. SWEATT
11 Abbottville Rd.
Concord NH 03301

Doc#: 767614
Book: 3206 Pages: 1201 - 1205
08/04/2010 12:57PM
MCRD Book 3206 Page 1201

26.44
2.00

374.00 Quitclaim Deed

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION			REAL ESTATE TRANSFER TAX
THOUSAND		3	HUNDRED AND 74 DOLLARS
MO.	DAY	YR.	AMOUNT
08	04	2010	\$ 374
VOID IF ALTERED			

The CITY OF CONCORD, a municipal corporation having a principal place of business at 41 Green Street, Concord, County of Merrimack and State of New Hampshire (Grantor), for consideration paid, grants to Daren P. Sweatt (a/k/a Darren P. Sweatt), a single person, of 11 Abbottville Road, Concord, County of Merrimack and State of New Hampshire (Grantee), with Quitclaim Covenants, the following described property located on North State Street and Lake Street, in Concord, Merrimack County, New Hampshire:

Beginning at a point at the intersection of the northerly sideline of Lake Street with the westerly sideline of North State Street, said point being the most southeasterly corner of the herein described parcel; thence

South 89°38'55" West along the northerly sideline of Lake Street a distance of 41.24 feet to a point; thence

South 89°23'55" West along the northerly sideline of Lake Street a distance of 53.11 feet to a granite bound to be set at the southeasterly corner of land now or formerly of Watts; thence

North 57°24'00" West along the easterly line of land now or formerly of Watts a distance of 188.97 feet to a 1" diameter. I.P. found 14" exposed at the most northerly corner of land now or formerly of Watts and the most southerly corner of land now or formerly of Wells Fargo Bank, NA; thence

North 43°04'55" East along the southeasterly line of land now or formerly of Wells Fargo Bank, NA a distance of 101.77 feet to a point in the westerly sideline of North State Street, said point being South 43°04'55" West a distance of 0.43 feet from a 1 1/4" diameter I.P. found 6" exposed; thence

South 46°23'15" East along the westerly sideline of North State Street a distance of 254.18 feet to the point of beginning.

Containing 17,796 square feet, more or less.

Meaning and intending to describe and convey the premises with all improvements thereon as shown on a plan entitled, "Boundary and Easement Plat of 441 N. State Street, prepared for the City of Concord, NH, Project Location: 441 N.



State St., Concord, NH, Map 72, Block 2, Lot 10,” dated April 25, 2008, having a scale of 1” = 20’, prepared by Richard D. Bartlett & Associates, recorded in the Merrimack County Registry of Deeds as Plan Number 19527.

Conveyance of the property is subject to the following restrictions, easements and right-of-ways:

A drainage easement on the premises to the benefit of the City of Concord for drainage of storm water as shown on boundary survey plan prepared by Richard D. Bartlett & Associates titled “Boundary and Easement Plat of 441 North State Street prepared for the City of Concord” dated April 25, 2008. Total area of reservation is approximately 1,927 +/- SF. See attached Exhibit A for legal description of said drainage easement.

A reservation of approximately 2,354 +/- SF of the premises for Lake Street right-of-way as shown on boundary survey plan prepared by Richard D. Bartlett & Associates titled “Boundary and Easement Plat of 441 North State Street prepared for the City of Concord” dated April 25, 2008. This reservation includes a specific provision and acknowledgement that the antique granite watering trough located adjacent to North State Street as shown on the same boundary survey plan prepared by Richard D. Bartlett & Associates is the property of the City of Concord, and said trough is located within the City’s right-of-way, and that said trough remain at its location in perpetuity. See attached Exhibit B for legal description of said right-of-way.

This conveyance is subject to a deed restriction on the premises to the benefit of the City of Concord which requires that in the event any portion of the subject property is leased or sold to an entity that would cause the property to be exempt from the payment of real estate taxes (“Exempt Owner” or “Exempt Lessee”), said Exempt Owner(s) or Lessee(s) shall be obligated to enter into an agreement for Payments In Lieu of Taxes (“PILOT”) with the City of Concord. Pursuant to the PILOT, the Exempt Owner or Lessee shall agree to make payments to the City in an amount equal to all State, County, Municipal and School District property taxes that would otherwise be payable with respect to the respective property interest. Each deed or other transfer document from the Buyer to any future transferee of any interests in the Property shall incorporate this requirement. This deed restriction shall run with the land in perpetuity.

Meaning and intending to describe and convey the premises conveyed to the City of Concord by Tax Collector’s Deed, dated July 7, 2006, and recorded in the Merrimack County Registry of Deeds at Book 2908, Page 1842. For title history see deed of Arthur A Groves to Liana S. Groves recorded on August 1, 1960 at the Merrimack County Registry of Deeds in Book 865, Page 477, and Merrimack County Probate Case No. 86-528, Estate of Liana S. Groves.

EXHIBIT A**RESERVATION OF PUBLIC STORM DRAINAGE EASEMENT**

The Grantor, for itself, its successors and assigns, reserves for the use and benefit of the public the following described and defined public storm drainage easement, located in Concord, Merrimack County, New Hampshire, which shall apply to the Grantee, its successors and assigns:

Beginning at a granite bound to be set in the westerly sideline of North State Street, said point being the most easterly corner of the herein described storm drainage easement, said point being North 46°23'15" West along the westerly sideline of North State Street a distance of 92.75 feet from the intersection of the northerly sideline of Lake Street with the westerly sideline of North State Street; thence

South 54°13'15" West a distance of 74.47 feet to a point in the westerly line of land of the Grantor; thence

North 57°24'00" West a distance of 26.89 feet to a point; thence

North 54°13'15" East a distance of 79.70 feet to a point in the westerly sideline of North State Street; thence

South 46°23'15" East along the westerly sideline of North State Street a distance of 25.43 feet to the point of beginning.

Containing 1,927 square feet, more or less, as shown on the plan entitled, "Boundary and Easement Plat of 441 N. State Street, prepared for The City of Concord, NH, Project Location: 441 N. State St., Concord, NH, Map 72, Block 2, Lot 10," dated April 25, 2008, having a scale of 1" = 20', prepared by Richard D. Bartlett & Associates, recorded in the Merrimack County Registry of Deeds.

This easement is being reserved for storm drainage purposes and the Grantor reserves the perpetual right and easement to enter upon and to construct, lay, or build, and to reenter as necessity may require, to repair, replace, or maintain a pipe or pipes, swales, storm water detention areas and outfall, and appurtenances, in, on, or through a portion of the easement as above described.

The Grantee, its successors, and assigns, agrees that it will not, without the consent of the Grantor, alter, erect, or maintain any building or other improvement, including landscaping, upon the above-described easement area that may unreasonably interfere with or endanger the above-granted rights and easement or the operation and maintenance thereof, and that the Grantor may cause to have removed any such building

or improvement, including landscaping, that may be wholly or partly within the above-described easement area at the expense of the then owner of the land upon which the above-described easement lies.

EXHIBIT B

RESERVATION OF PUBLIC HIGHWAY RIGHT OF WAY EASEMENT

The Grantor, for itself, its successors and assigns, reserves for the use and benefit of the public the following described and defined public highway right of way easement, located in Concord, Merrimack County, New Hampshire, which shall apply to the Grantee, its successors and assigns:

Beginning at a point at the intersection of the northerly sideline of Lake Street with the westerly sideline of North State Street, said point being the most southeasterly corner of the herein described parcel; thence

South 89°38'55" West along the northerly sideline of Lake Street a distance of 41.24 feet to a point; thence

South 89°23'55" West along the northerly sideline of Lake Street a distance of 53.11 feet to a granite bound to be set at the southeasterly corner of land now or formerly of Watts; thence

North 43°36'45" East a distance of 40.66 feet to a granite bound to be set at a point of curvature; thence

By a curve to the left having a radius of 25.00 feet, a delta angle of 90°00'00", and a length of 39.27 feet to a granite bound to be set in the westerly sideline of North State Street; thence

South 46°23'15" East along the westerly sideline of North State Street a distance of 92.75 feet to the point of beginning.

Containing 2,354 square feet, more or less, as shown on the plan entitled, "Boundary and Easement Plat of 441 N. State Street, prepared for The City of Concord, NH, Project Location: 441 N. State St., Concord, NH, Map 72, Block 2, Lot 10," dated April 25, 2008, having a scale of 1" = 20', prepared by Richard D. Bartlett & Associates, recorded in the Merrimack County Registry of Deeds.

This easement is being reserved for roadway purposes including, but not limited to, construction, maintenance, repair, or replacement of pavement, curbing, trees, grass, underground utilities, subsurface drainage facilities, and other appurtenances usually found in a public roadway.

The Grantee, its successors, and assigns, agrees that it will not, without the consent of the Grantor, alter, erect, or maintain any building or other improvement, including landscaping, upon the above-described easement area that may unreasonably interfere with or endanger the above-granted rights and easement or the operation and maintenance thereof, and that the Grantor may cause to have removed any such building or improvement, including landscaping, that may be wholly or partly within the above-described easement area at the expense of the then owner of the land upon which the above-described easement lies.

This conveyance is made subject to all liens, easements, encumbrances, and restrictions of record.

City Council approval for this conveyance was granted by affirmative vote on December 10, 2007.

Executed on this 3rd day of August, 2010.

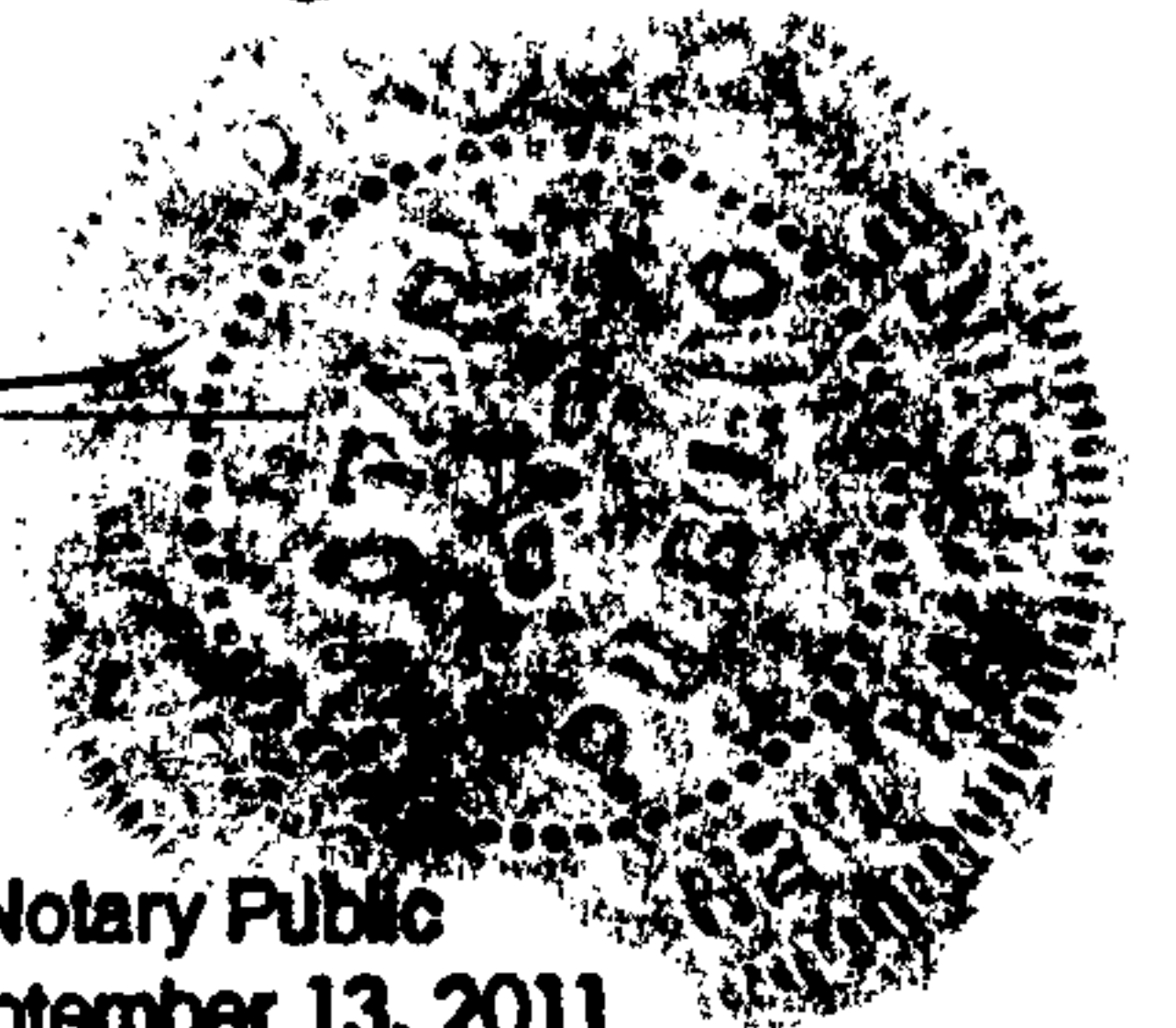
City of Concord

By: Thomas J. Aspell, Jr.
Thomas J. Aspell, Jr.
Its City Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 3rd day of August, 2010, before me the undersigned officer, personally appeared Thomas J. Aspell, Jr., in his capacity as City Manager of the City of Concord, known to me to be the person signing the above deed, who acknowledged his signature for the purposes therein contained.

Suzanne K. Dixon
Notary Public / ~~Justice of the Peace~~
My Commission Expires:



SUZANNE K. DIXON, Notary Public
My Commission Expires September 13, 2011

MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register