



ACCESS EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that the **TOWN OF RAYMOND**, a municipal corporation with a mailing address of 4 Epping Street, Raymond, New Hampshire 03077, the ("Town") for value received, grants to **ADELA J. GRISET**, a married person, of 26 Cullen Way, Exeter, New Hampshire 03833 and her successors and assigns, ("Griset") with **QUITCLAIM COVENANTS**, the perpetual right and unobstructed access easement over that part of the land shown as a 50' Wide Right of Way on a plan of land entitled "A Survey and Plat of a Conservation Subdivision to be known as Norris Farms at Flint Hill prepared for the Owner of Record Adela J. Griset situated in the Town of Raymond, NH Tax Map 35 Lot 15" dated April 2, 2019 and recorded in the Rockingham County Registry of Deeds as Plan D-41731 (the "Plan"), including the right to construct that Easement Area shown as "Adela Drive, Private Driveway" within said 50' Wide Right of Way, along the boundary between the Town property and the Griset property from the end of Norris Farm Drive as also shown on a plan entitled "Sheet 1 of 2 of A Survey and Plat of a Revised Subdivision known as Norris Farms at Flint Hill prepared for and situated in the Town of Raymond, N.H." dated March 7, 1994 and recorded in the Rockingham County Registry of Deeds as Plan D-23951 (the "Norris Farms Plan"), along with mutual 25-foot slope easements for the purpose of allowing such construction and access over said 50' Wide Right of Way from Norris Farm Road to Tax Map No. 35, Tax Lot Nos. 15-1, 15-2, 15-3, 15-4, 15-5 and 15-6 as shown on the Norris Farms Plan.

The purpose of this easement is to provide perpetual access from Norris Farm Road to and from the land of Griset described as Tax Map No. 35, Tax Lot No. 15-6 as shown on said Plans by foot and vehicle, and any other means of access.

This easement is granted on the express condition that upon exercise of any of the herein described rights the owner of the benefited parcel, either Griset or her successors in title, shall indemnify the Town from any liabilities, claims and damages arising out of any person's use of the easement, except if caused by the negligence of the Town, or its successors and assigns.

The above easement area shall be maintained, repaired and replaced in accordance with the terms of the "NORRIS FARMS AT FLINTHILL, A CONSERVATION DEVELOPMENT OFF NORRIS FARMS ROAD AND ADELA DRIVE, RAYMOND, NEW HAMPSHIRE, DECLARATION OF EASEMENTS AND RESTRICTIONS recorded in the Rockingham County Registry of Deeds herewith. This easement is conditioned upon Griset and her successors and assigns complying with all conditions of approval and with RSA 236:9-11, which



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requires that written permission of the selectmen or Director of Public Works after consultation with the Conservation Commission be obtained prior to performing any work in the public road.

The rights and obligations granted herein shall be for the benefit of the Griset land as set forth above and shall run with the land in perpetuity and be binding upon and inure to the benefit of Griset and her successors and assigns.

This Access Easement Deed given in further clarification of the Settlement Agreement in the matter of Raymond v. Griset, No. 97-E-373, Rockingham County Superior Court, and is intended to convey no additional rights beyond those identified in the Settlement Agreement.

SIGNED this ____ day of January, 2020.

TOWN OF RAYMOND

BOARD OF SELECTMEN

Witness

By: _____

Witness

By: _____

Witness

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By: _____

Witness

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

January ___, 2020

Personally appeared _____
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the
within instrument and acknowledged that they executed the same for the purposes therein
contained.

Before me,

Notary Public
My Comm. Ex. _____

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