

After recording return to:
City of Portsmouth
Planning Department
1 Junkins Ave
Portsmouth, NH 03801

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT DEED

NOW COMES **the Town of Newington**, a New Hampshire municipality, with an address of 205 Nimble Hill Road, Newington, Rockingham County, State of New Hampshire, (the "Grantor"), and, for consideration paid, grants to **the City of Portsmouth**, a municipal corporation with an address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (the "Grantee"), with Quitclaim Covenants, an easement over, below, along and across the premises described herein, known as Fox Point in the Town of Newington, State of New Hampshire, located at Tax Map 1, Lot 1-1 (the "Property").

Meaning and intending to convey an easement over the premises conveyed to Grantor by **Stafford National Bank of Dover**, as executor of the will of **Marjorie Mott**, dated December 19, 1980, and recorded at the Rockingham County Registry of Deeds at Book 2380, Page 235.

1. **A TEMPORARY ACCESS EASEMENT** (the "Temporary Access Easement") over a portion only of the Property for the purposes of accessing a certain easement held by the City of Portsmouth, described in a Notice of Condemnation recorded at the Rockingham County Registry of Deeds at Book 1413, Page 227 (the "Existing Easement"). This Temporary Access Easement shall be thirty (30) feet wide, and shall pass over the Property centered along a twenty (20) foot wide stabilized construction access drive as constructed. The Temporary Access Easement area is depicted as the "30' wide temporary construction easement" on a plan entitled "Construction Staging Plans Newington 8/28/2020" on file at the City of Portsmouth Department of Public Works, located at 680 Peverly Hill Road, Portsmouth, New Hampshire 03801 (the "Plan").
2. **A TEMPORARY CONSTRUCTION EASEMENT** (the "Temporary Construction Easement") over a portion only of the Property for the purposes of staging, constructing, replacing and repairing a replacement water pipe within the Existing Easement. The Temporary Construction Easement shall include an area extending to the south of the Existing Easement, as bounded to the south by silt fences as installed on the Property on the south and west, and extending to a building now existing on the property to the east. The Temporary Construction Easement is depicted as the "Construction Staging Area" on the Plan.
3. **Retained Rights:** Grantor retains the right to freely use and enjoy its interest in the easement area insofar as the exercise thereof does not interfere with the

purpose of this instrument.

4. The term of the Temporary Access Easement and the Temporary Construction Easement (collectively, the "Easements") shall begin upon the date of mutual execution hereof and shall extend until December 31, 2022 or until the Project has been completed, whichever first occurs.
5. If the Project has not been completed by December 31, 2022, the Grantee may, with thirty (30) days' written notice to the Grantor, extend the term of this Easement by six (6) months.
6. Upon expiration of the Easements, the Grantee, at its sole cost and expense, shall restore the Easement Areas to substantially the same condition it was in prior to the Grantee's use, subject to any conditions imposed by the New Hampshire Department of Environmental Services as a part of permitting for the project. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property.
7. Grantee shall indemnify and hold harmless Grantor from any and all actions, causes of actions, suits, demands and claims resulting from any damage, injury, loss, expense, fee or cost arising out of or in connection with Grantee's use of the Easement Area, including the use of the Easement Area by Grantee's agents, employees, representatives, tenants, guests, invitees, successors and assigns, unless such damage, injuries, losses, expenses, fees and costs were caused by the negligent, reckless, or willful conduct of Grantor.
8. This easement shall run with the land and shall be binding upon the Grantor and the Grantee and their respective heirs, successors and assigns.

THIS IS A CONVEYANCE EXEMPT FROM TRANSFER TAX PURSUANT TO NH RSA 78-B:2,I.

(Signature pages to follow)

Signed this 31st day of March, 2021.

TOWN OF NEWINGTON

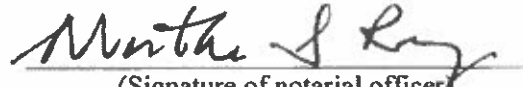
By: 

Timothy "Ted" Connors,
Chair, Board of Selectmen
Per vote of the Newington Board of Selectmen
dated 3-16, 2021.

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

On this 31st day of March, 2021, before me, Martha S. Roy, the undersigned officer, personally appeared Timothy "Ted" Connors, who acknowledged himself to be the Chairman of the Board of Selectmen, of the Town of Newington, a municipal corporation, and that he, as such Selectmen Chair, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as the Board of Selectmen Chair.

(Seal, if any)


(Signature of notarial officer)
Notary Public/Justice of the Peace

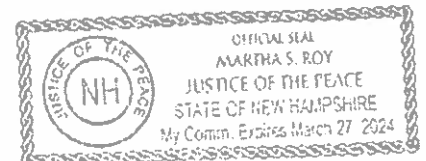
~~Notary Public~~ Justice of the Peace

Printed Name:

Martha S. Roy

My Commission Expires:

3-27-24



Signed this ___ day of _____, 2021.

CITY OF PORTSMOUTH

By: _____
Karen Sawyer Conard, City Manager
Per vote of the City of Portsmouth City
Council dated _____, 2021.

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

On this _____ day of _____, 2021, before me, _____, the undersigned officer, personally appeared Karen Sawyer Conard, who acknowledged herself to be the City Manager, of the City of Portsmouth, a municipal corporation, and that she, as such City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by herself as the City Manager.

In witness whereof I hereunto set my hand and official seal.

Notary Public
Printed Name:

My Commission Expires: