

*Cathy Ann Tracy*RECORDING
SURCHARGE26.00
2.00

(M)
TOWN STRATHAM
10 BUNKER HILL AVE
STRATHAM NH 03885

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that we, **M. Scott Learned and James H. Swartout, Trustees of the Walter and Marilyn Smyk Family Trust dated March 16, 1990**, with an address c/o Considine & Considine, 8989 Rio San Diego Drive, Suite 250, San Diego, CA 92108, for consideration paid, grant to **The Town of Stratham**, a municipal corporation, with a mailing address of 10 Bunker Hill Avenue, Stratham, NH 03885, **WITH QUITCLAIM COVENANTS**, the following described property:

A certain tract or parcel of land with the buildings thereon situate on the Northeasterly side of Bunker Hill Avenue, Stratham, Rockingham County and State of New Hampshire, being shown as Lot No. 1 on a plan entitled "Subdivision of Land for John W., Jr., and Marilyn E. Flynn in Stratham, N.H." dated September 1988, 1" = 100', by Parker Survey Associates, Inc. Exeter & Seabrook, N.H., recorded at the Rockingham County Registry of Deeds as Plan #D-21718.

Beginning at a point on the Northeasterly side of Bunker Hill Avenue, said point being at the Southwesterly side of Lot No. 1 and the Southeasterly side of Portsmouth Avenue, thence turning and running at an angle of 07° 38' 08" on a curve to the right with a radius of 3,770.0 a distance of 502.41 feet along Portsmouth Avenue; thence continuing N 28° 35' 26" E a distance of 110.17 feet more or less to a point at the Southwesterly side of land now or formerly of Anderson; thence turning and running S 50° 19' 52" E a distance of 208.72 feet more or less thence turning and running N 48° 08' 22" E a distance of 49.33 feet to land now or formerly of Scamman; thence turning and running S 43° 15' 44" E a distance of 294.95 feet to a point along land now or formerly of Scamman; thence continuing S 42° 36' 05" E a distance of 29.45 feet to a point along land now or formerly of Scamman; thence continuing S 39° 54' 41" E a distance of 45.74 feet to a point along land now or formerly of Scamman (this course was incorrectly omitted from prior deeds but is shown on Plan D-21718); thence continuing S 44° 48' 19" E a distance of 274.78 feet to a point, said point being the Northwesterly side of Lot No. 2 as shown on said plan; thence turning and running S 48° 41' 00" W a distance of 622.31 feet more or less to a point located on the Northeasterly side of Bunker Hill Avenue; thence turning and running on a curve to the right with an angle of 88° 16' 18" with a radius of 25.00 feet with a length of 38.52 feet more or less along Bunker Hill Avenue; thence continuing N 43° 02' 42" W a distance of 355.46 feet along Bunker Hill Avenue; thence continuing N 44° 29' 25" W a distance of 229.37 feet along Bunker Hill Avenue to the point of beginning. Said lot containing 10.78 acres more or less, 469,543 square feet more or less.

Said conveyance is made subject to the following covenants and restrictions which shall run with the land:

1. The Town of Stratham shall maintain the land conveyed herein as a public park (the "Park") to be dedicated to the memory of Mary Smyk and Walter Smyk as the "Mary and Walt Smyk Park." The Town of Stratham shall refer to the Park in all Town documents as the "Mary and Walt Smyk Park," "Smyk Park," or "Stratham Park" and shall allow the Grantor to commission and erect a commemorative plaque of at least Three Hundred square inches (300 sq. in.) denoting Mary Smyk's and Walter Smyk's contribution of the property to the Town, which shall be placed at a visible location at or near the main entrance to the Park and perpetually maintained by the Town of Stratham.
2. Use of the Park shall be limited to recreational and cultural purposes for residents of the Town of Stratham. Consistent with these uses, the Park may contain picnic tables, fire pits and barbeque facilities. Swings and other similar commercial park and playground equipment constructed of wood, plastic and/or other composites are allowed provided they are colored in natural earth colors, consistent with the Park's existing vegetation. No trees may be removed unless they are dead, dying or decayed. Any trees that are removed must be replaced, on any area of the property, with trees of a similar species which are at least 1.5 inches caliper in width. No significant changes may be made to the topography of the land in the Park. The alteration of topography necessary to construct reasonably level parking facilities with associated drainage structures near intended and allowed uses shall not be considered a "significant" change prohibited by this paragraph provided the location of such improvements is selected in accordance with best management practices.
3. The presently existing house and barn may be retained or replaced with a new building or structure, which may not exceed the footprint of the building or structure it replaces. Any new buildings, structures or changes to the existing buildings will require the approval of a majority of the Town of Stratham's Selectmen. Nothing herein shall be construed to require the Town of Stratham to replace the existing house and/or barn should the Town of Stratham elect to remove same.
4. No replacement building or other similar structure may be located within four hundred feet (400') of Portsmouth Avenue or Bunker Hill Avenue. In conjunction with the construction of any replacement building or structure, the existing well and septic system may be relocated as necessary.
5. In addition to the replacement of the existing buildings or structures provided for in paragraphs 3 and 4 above, the Town of Stratham may also construct a maintenance and storage shed having a footprint of no more than Seven Hundred and Fifty square feet (750 sq. ft.) and a restroom facility of no more than Five Hundred square feet (500 sq. ft.), together with associated well and septic systems, and a single, pavilion type structure of not more than Three Thousand square feet (3,000 sq. ft.).
6. The design of any new or replacement building or structures must reflect the rural nature of the Town of Stratham and may not exceed thirty feet (30') in height.

7. The Town of Stratham shall hold the Grantor harmless and indemnify it from any claim made against it in connection with the property herein conveyed.

Meaning and intending to describe and hereby convey the same premises in the deed of Walter A. Smyk and Marilyn F. Smyk to Walter A. Smyk and Marilyn F. Smyk, Trustees of the Walter and Marilyn Smyk Family Trust dated March 16, 1990, dated August 9, 2005, and recorded in the Rockingham County Registry of Deeds at Book 4532, Page 2277. Walter A. Smyk deceased on August 19, 2007. See death certificate to be recorded immediately prior hereto. Marilyn F. Smyk deceased on May 18, 2017. See death certificate to be recorded immediately prior hereto.

This transfer is exempt from taxation under RSA 78-B pursuant to RSA 78-B:2, XI, as a deed of distribution from a revocable trust to a beneficiary of the trust upon the Grantors' deaths and under RSA 78-B:2, I, as a transfer to a town.

The transfer of the above referenced real estate is as a result of and pursuant to the terms of the Walter and Marilyn Smyk Family Trust dated March 16, 1990, as the trust was modified pursuant to the terms of that certain Non-Judicial Settlement Agreement by and between the Town of Stratham, M. Scott Learned and James H. Swartout, Trustees of the Walter and Marilyn Smyk Family Trust dated March 16, 1990, and Thomas J. Donovan, Esquire, the Director of Charitable Trusts for the State of New Hampshire, dated October 15, 2018. Should reference need to be made to the said Non-Judicial Settlement Agreement or the Walter and Marilyn Smyk Family Trust dated March 16, 1990 as it was amended, these documents (or copies thereof) are on file with the Attorney General of the State of New Hampshire's Charitable Trusts Unit and also on file with the Town Administrator of the Town of Stratham.

The undersigned, M. Scott Learned and James H. Swartout, as Trustees of the Walter and Marilyn Smyk Family Trust dated March 16, 1990, do hereby certify that the Trustees have full and absolute power in said Trust Agreement to convey any interest in real estate and improvements thereon held in such Trust and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power.

EXECUTED this 23rd day of Oct, 2018.

WALTER AND MARILYN SMYK FAMILY
TRUST DATED MARCH 16, 1990


By: M. Scott Learned, Trustee


By: James H. Swartout, Trustee

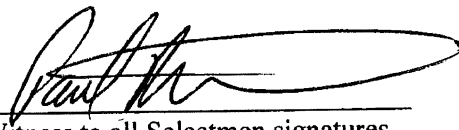
[Notarial Acknowledgement Attached following Selectmen's Acceptance.]

ACCEPTANCE

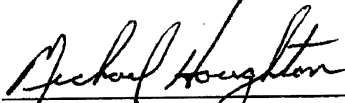
The undersigned, being the Selectmen of the Town of Stratham, hereby accept this conveyance for the purposes stated herein.

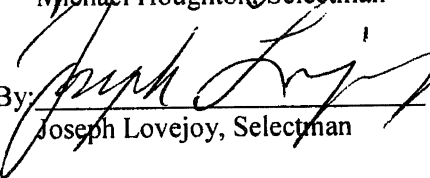
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this

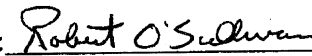
23rd day of October, 2018.


Witness to all Selectmen signatures

TOWN OF STRATHAM

By: 
Michael Houghton, Selectman

By: 
Joseph Lovejoy, Selectman

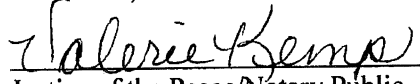
By: 
Robert O'Sullivan, Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

October 23, 2018

Personally appeared the above named Michael Houghton, Joseph Lovejoy, and Robert O'Sullivan, Selectmen of the Town of Stratham, and acknowledge the foregoing instrument to be their free act and deed and that of said Town.

Before me,


~~Justice of the Peace~~/Notary Public

My Commission Expires: 1/28/2020

VALERIE KEMP
Notary Public - New Hampshire
My Commission Expires January 28, 2020

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San DiegoOn Oct. 23, 2018 before me, Carolyn Russell, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

M. Scott Learned

Name(s) of Signer(s)

and James H. Swartout

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carolyn Russell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Quitclaim Deed Document Date: 10/23/18Number of Pages: 4 Signer(s) Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

