

Judith A. McHath

Please Return to:

Kenneth A. Viscarello, Esq.
Sheehan/Phinney Bass & Green PA
1000 Elm Street, 17th Floor
Manchester, NH 03101**RECIPROCAL/CROSS EASEMENT DEED AND AGREEMENT**

THIS RECIPROCAL/CROSS EASEMENT DEED AND AGREEMENT (herein "**Easement Deed & Agreement**") is made this 26th day of October 2020, (the "**Effective Date**") by and between, **ROMAN CATHOLIC BISHOP OF MANCHESTER**, a corporation sole with an address of 153 Ash Street, Manchester, Hillsborough County, New Hampshire 03104, d/b/a St. Andre Bessette Parish, which Parish address is 291 Union Ave. Laconia, NH (herein the "**Diocese**," and sometimes referred to as the "**RCBM**"), and City of Laconia, with an address of 45 Beacon St., East Laconia, NH (herein the "**City**") and their respective successors and/or assigns. The Diocese and the City are sometimes collectively referred to herein as the "**Parties**" or singularly as the "**Party**".

WHEREAS, the Diocese owns a certain parcel of real property with improvements thereon, located off **Church Street** in the **City of Laconia, County of Belknap, State of New Hampshire**, currently known as Map 425, Lot 44-1 (comprising a Rectory, Church and School) and which parcel is shown on a Subdivision Plan entitled "Subdivision Plan, Assessors Map 425 Lot 44-1, 30 Church Street, Laconia, New Hampshire" prepared by Greenman-Pedersen, Inc., dated August 6, 2019, revised as of 10/17/2019, and signed by the City on 11/6/2019, and recorded in the Belknap County Registry of Deeds as Plan No. 1912309, Drawer L81, Page 82 (herein referred to as the "**Plan**");

WHEREAS, the Diocese currently intends to retain ownership of "Lot 44-1" as designated and shown on the Plan (herein referred to as the "**Church Lot**");

WHEREAS, the Diocese has agreed to convey, and the City has agreed to purchase a certain parcel of real property, with the improvements thereon, located off Church Street in the City of Laconia, County of Belknap, State of New Hampshire, as designated and shown as "Proposed Lot 1" on the Plan (herein referred to as the "**Rectory Lot**"), subject to the terms, covenants, conditions, restrictions, and easements as set forth herein, including, without limitation, and together with, the benefits and burdens of the easements reserved, granted and conveyed in this

Easement Deed & Agreement;

WHEREAS, the Diocese has agreed to convey, and the City has agreed to purchase a certain parcel of real property, with the improvements thereon, located off Church Street and Messer Street in the City of Laconia, County of Belknap, State of New Hampshire, as designated and shown as "Proposed Lot 2" on the Plan (herein referred to as the "**School Lot**") subject to the terms, covenants, conditions, restrictions, and easements as set forth herein, including, without limitation, and together with, the benefits and burdens of the easements reserved, granted and conveyed in this Easement Deed & Agreement;

WHEREAS, the Church Lot, the Rectory Lot, and the School Lot share common driveways, walkways and parking spaces that provide access, egress and parking to all three lots shown on the Plan;

WHEREAS, the sewer line servicing and benefiting the Church Lot currently crosses the Rectory Lot, running from the building on the Church Lot over the Rectory Lot to Church Street in the location as shown on said Plan, and the Church Lot shall have an appurtenant sewer easement to use said sewer line over the Rectory Lot as set forth herein;

WHEREAS, the underground electric, gas and telephone line servicing and benefiting the Rectory Lot currently crosses the Church Lot, running from Church Street over the Church Lot to the Rectory Lot and the building on the Church Lot in the location as shown on said Plan, and the Rectory Lot shall have a nonexclusive appurtenant utility line easement over the Church Lot (to be used in common with the Church Lot) as set forth herein

WHEREAS, the Parties intend to reserve, grant, convey and receive easements and cross-easements for use of the common driveways, access and egress, parking, parking spaces, sewer, and utilities currently servicing the land and buildings on the Church Lot, the Rectory Lot and the School Lot as well as those that may be erected in the future on such Lots; and

WHEREAS, it is the Parties' intent that this Easement Deed & Agreement shall also legally reserve, grant, convey, and deed the easements described herein, which easements shall be considered appurtenant easements running with the land to which said easements benefit and burden, and which easements' location, use, scope, and enjoyment shall be subject to the terms, covenants, restrictions, and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises, easements and obligations set forth herein, the RCBM and City hereby reserve, deed, grant, convey, and agree as follows:

1. **Access Easement And Access Easement Area**. The following terms, provisions, covenants, easements, conditions, and restrictions shall reserve, deed, grant, convey and govern a perpetual, permanent, uninterrupted and unobstructed, non-exclusive, appurtenant easement and right of way over, across, and upon: (i) the portions of the Rectory Lot for the benefit of the School Lot and the Church Lot; and (ii) the portions of the School Lot for the

benefit of the Rectory Lot and Church Lot, for vehicular and pedestrian ingress and egress access over, across, and upon the existing driveways on the Rectory Lot and the School Lot to and from Church Street, so-called, to each lot and the parking for each lot, (herein the "**Access Easement**"), which Access Easement area is shown on the Plan as running from Church Street in three locations and referred to on the Plan as the "Shared Access Easement," and which Access Easement area is also shown in the location on the Plan and referred to as the "Shared Parking & Access Easement," for that portion of said Access Easement which runs over the rear northerly area of the Rectory Lot and the School Lot (herein collectively the "**Access Easement Area**") subject to the following terms and conditions.

- A. **Assumption of the Risk.** Each Party and their agents, employees, guests, invitees, licensees, tenants, successors and assigns shall use said Access Easement at their own risk.
- B. **Maintenance.** The owners of the Rectory Lot and School Lot shall be responsible for the signage, improvement, repair, maintenance, and replacement of the driveways and parking lot, including winter maintenance (salt, sand and snow removal, if any), within the Access Easement Area, including, but not limited to maintaining and repairing the paved surfaces of the Access Easement Area in a commercially reasonable manner. During the City's ownership of the Rectory Lot and/or School Lot, the "commercially reasonable manner" standard shall be determined by the City, in its sole discretion, provided, however, that the condition of the maintenance and repair of the paved surfaces of the Access Easement Area as maintained and repaired by the City is consistent with the conditions of other City-owned access ways, and does not contain potholes, heaving paving or other conditions which would indicate the Access Easement Area is in a state of disrepair, poor condition or neglect. The cost of any work performed pursuant to this section shall be paid for equally by the owners of the Rectory Lot and the School Lot only (with each paying 50% of said costs), and their successors and assigns. Except in the event of an emergency, reasonable prior written notice will be given to the Church Lot Owner of any work performed within the Access Easement Area that will interfere with the Church Lot Owner's use of the Access Easement.
- C. **Access Rules.** The Diocese while owning all three Lots, and the Parties by unanimous consent thereafter, reserves the right to adopt and/or post rules and regulations ("Access Rules"), from time to time, governing use of said Access Easement, including, without limitation, the speed of vehicular traffic and hours of use. Any Access Rules once adopted shall remain in effect until amended or withdrawn in the same unanimous manner as Access Rules are adopted.
- D. **General Public.** Said Access Easement shall be considered a private right-of-way benefiting the use of the Church Lot, the Rectory Lot, and/or the School Lot only. At no time shall this Access Easement grant the rights to the general public to use of said Access Easement, unless said access is (i) exclusively used for the purposes of living at, working at, and/or otherwise accessing the services and/or improvements on the Church Lot, the Rectory Lot, and/or the School Lot, or (ii) said Rectory Lot and the School Lot are used by the City for temporary public parking or for other uses

provided such other uses do not interfere with the parking for those living at, working at, and/or otherwise accessing the services and/or improvements on the Church Lot, the Rectory Lot and/or the School Lot.

- E. **Existing Access Rights to the Library.** Notwithstanding anything to the contrary stated herein, the Parties hereto recognize that there is an existing non-exclusive easement providing access across the Rectory Lot and/or the School Lot from Church Street to the rear of the adjacent City of Laconia Public Library property for sole purpose of vehicular access to said Library.

2. **Parking Easement and Parking Easement Area.** The following terms, provisions, covenants, easements, conditions, and restrictions shall reserve, deed, grant, convey and govern a perpetual, permanent, uninterrupted, unobstructed, nonexclusive, and appurtenant right-of-way and parking easement over, across, and upon portions of the Rectory Lot, and the School Lot for the benefit of the Church Lot, subject to the following terms and conditions:

- A. **Parking Easement and Parking Easement Area.** The Church Lot shall have the benefit of the aforesaid non-exclusive right-of-way and parking easement for parking, from time to time, and the full use of the Parking Easement Area (as defined herein) to park vehicles (herein the "**Parking Easement**") in the parking lots located in the rear northerly area of the Rectory Lot, and/or the School Lot, and which Parking Easement Area is defined and as shown on the Plan and referred to thereon as the "**Shared Parking & Access Easement**" (herein defined and referred to as the "**Parking Easement Area**" – Note the 4 parking spaces on the library side of the Rectory Lot as shown on the Plan shall not be part of the Parking Easement Area and shall benefit the Rectory Lot only). Rights and easements granted to the Church Lot (and reserved to the City as owner of the Rectory Lot, and/or the School Lot) under this Parking Easement shall include, without limitation, the right to park in any parking space, without cost or expense (except as specifically identified hereinbelow in paragraph 2.G.), along with a pedestrian and vehicle right-of-way easement for ingress and egress over the Rectory Lot, and/or the School Lot as shown on the Plan to and from Church Street to park in the Parking Easement Area, and to then access and egress the Church Lot. Each Party and their agents, employees, guests, invitees, licensees, tenants, successors and assigns shall use said access and Parking at their own risk.
- B. **Maintenance.** Any and all repair, maintenance, and/or replacement of the driveways and parking lot, including, without limitation, any and all signage, striping, operation, drainage, installations, improvements, curbing, sealing, paving, repaving, winter maintenance (salt, sand and snow removal and the like) (collectively herein referred to as the "**Driveway & Parking Maintenance and Repair**") shall be the sole responsibility and obligation of the Rectory Lot Owner and the School Lot Owner, and their successors and assigns only, and not the Church Lot Owner. Any and all costs, expenses, and financial obligations (herein the "**Costs**") associated in any way whatsoever with any and all Driveway & Parking Maintenance and Repair shall be paid for equally by the Rectory Lot

Owner and the School Lot Owner only (with each paying 50% of said Costs), and their successors and assigns, and the Church Lot Owner *shall not* have any responsibility or obligation whatsoever to pay for or to contribute to said Costs.

- C. **Unregistered Motor Vehicles.** The City (as owner of the Rectory Lot and the School Lot) shall use its best efforts to ensure that no unregistered motor vehicles are parked on either a temporary or permanent basis within the Parking Easement Area.
- D. **Rules and Regulations.** The City (as owner of the Rectory Lot and the School Lot) may from time to time adopt reasonable rules and regulations typical of municipal parking lots from time to time ("Parking Rules"), governing use of said Parking Easement, including, without limitation, hours of use, and handicap spaces (if any).
- E. **To the Extent the City has not Established the Parking Easement Area as a Public Municipal Parking Lot and Does Not Allow Parking for the Public.** The following shall govern the Church Lot Owner's use of the Parking Easement to the extent the City *has not* established the Parking Easement Area as a public municipal parking lot and does not allow parking for the public:
- (i) Parking lot spaces in said Parking Easement Area shall be considered private parking benefiting the use of the Church Lot, the Rectory Lot, and/or the School Lot only;
 - (ii) Under such circumstances this Parking Easement shall not give any rights to the general public whatsoever to use of said Parking Easement Area to park;
 - (iii) Parking shall be exclusively used for the purposes of living at, working at, and/or otherwise accessing the services and/or improvements on the Church Lot, the Rectory Lot, and/or the School Lot; and
 - (iv) There shall be no restrictions on the number of parking spaces used by the Church Lot Owner or its agents, guests, invitees, licensees, employees, lessees, tenants, contractors, subcontractors, and/or any and all successors, legal representatives, permitted assigns, and any other individual or entity using the driveway and Parking Easement Area.
- F. **To the Extent the City Established the Parking Easement Area as a Public Municipal Parking Lot and the City Does Allow Parking for the Public Which is Free of Any Pay to Park Requirements (Free Parking).** The following shall govern the Church Lot Owner's use of the Parking Easement to the extent the City established the Parking Easement Area as a public municipal parking lot *and the City* allows parking for the public to be free of any pay to park requirements (free

parking):

- (i) Parking lots in said Parking Easement Area shall be considered public parking benefiting the use of the Church Lot, the Rectory Lot, and/or the School Lot, as well as the general public; and
- (ii) There shall be no restrictions on the number of parking spaces used by the Church Lot Owner and/or its agents, guests, invitees, licensees, employees, lessees, tenants, contractors, subcontractors, and/or any and all successors, legal representatives, permitted assigns, and any other individual or entity using the driveway and Parking Easement Area.

G. To the Extent the City Established the Parking Easement Area as a Public Municipal Parking Lot and the City Installs Parking Meters, or Any Other Fee or Charges to Members of the Public to Park in the Parking Easement Area.

The following shall govern the Church Lot Owner's use of the Parking Easement to the extent the City has established the Parking Easement Area as a public municipal parking lot *and the City* installs parking meters, paid parking meters, or any other fee or charge to members of the public in order to park in the Parking Easement Area:

- (i) At the same time in which the City assesses the public to pay for parking in the Parking Easement Area, the City will then contemporaneously provide the Church Lot Owner with ten (10) permanent free parking permits (dash or dashboard assessable permits which may be transferred between vehicles,) for parking free of charge (herein the "**Free Parking Permits**"). These ten (10) Free Parking Permits may be used by the Church Lot Owner (and/or its agents, guests, invitees, licensees, employees, lessees, tenants, contractors, subcontractors, and/or any and all successors, legal representatives, and/or assigns) to park free of charge in the Parking Easement Area as part of the Church Lot Owner's easement right under this Parking Easement.
 - (a) These ten (10) Free Parking Permits shall run with the title of the Church Lot land, and shall be fully transferable to all successor owners of the Church Lot property.
- (ii) Further, the Church Lot Owner shall have the opportunity to purchase from the City up to ten (10) additional Free Parking Permits at a fixed price (not to increase) at a cost to be determined (by the City and Church Lot Owner) and to be up to and not to exceed Thirteen Thousand and 00/100 Dollars (\$13,000.00) each (for a total of twenty (20) Free Parking Permits) under the following terms and conditions:
 - (a) The right to purchase shall be any time, and from time to time, and can include one, two, or any number of these additional

Free Parking Permits, up to 10 in total; all 10 additional Free Parking Permits do not have to be purchased at the same time.

- (b) These additional Free Parking Permits shall be permanent Free Parking Permits (dash or dashboard assessable permits which may be transferred between vehicles,) for parking free of charge (these additional Free Parking Permits are herein considered to be included in the definition of the "Free Parking Permits" as defined in this paragraph G). These ten (10) additional Free Parking Permits may be used by the Church Lot Owner (and/or its agents, guests, invitees, licensees, employees, lessees, tenants, contractors, subcontractors, and/or any and all successors, legal representatives, and/or assigns) to park free of charge in the Parking Easement Area as part of the Church Lot Owner's easement right under this Parking Easement.
 - (c) This right to purchase up to 10 additional Free Parking Permits shall expire on the calendar day which is the fifth (5th) year anniversary date from the day the City starts to assess the public the obligation to pay for parking in the Parking Easement Area; provided, however, City shall give and deliver written notice of said expiration date to the then Church Lot Owner by courier or hand delivery at least One Hundred Eighty (180) days prior to the expiration of said Five (5) Year time period (and if the Roman Catholic Bishop of Manchester, a corporation sole, is the then Church Lot Owner, said notice shall be given to the Diocese, "Attn: Chancellor").
 - (iii) If at any time any of the Free Parking Permits (including any of the purchased additional ten (10) Free Parking Permits) shall be lost or destroyed, upon written request of the Church Lot Owner to the City, the City will promptly re-issue the lost or destroyed Free Parking Permits to the Church Lot Owner, at no additional cost.
- H. **Church Lot Owner Defined.** The Parties agree that the reference to the term "Church Lot Owner" in this Parking Easement is intended to be defined and refer to whomever is the then Title holder of record of the Church Lot in the Belknap County Registry of Deeds (as record ownership of the Church Lot may change from time to time), and the then record title holder of the Church Lot shall be subject to the obligations, and enjoy the benefits of this Parking Easement, including, without limitation, the right to purchase additional Free Parking Permits under Paragraph G, and/or the right to request replacement of lost or destroyed permits from time to time under said paragraph. Accordingly any record title owner (now or in the future), by the recording of their deed to the Church Lot in the Belknap County Registry of Deeds, becomes defined in this Parking Easement as the then "Church Lot Owner,"

and prior record title holders who have conveyed the Church Lot shall no longer be defined as the "Church Lot Owner" at the time said conveyance deed is recorded in said Registry, and said prior record title holders shall transfer and deliver the Free Parking Permits in their possession to the new Church Lot Owner with the conveyance of the Deed.

3. **Utility Easements and Utility Easement Areas.** The Lots (the Church Lot, Rectory Lot and School Lot) shall have the benefit and burden of certain utility easements as follows:

A. **Sewer Easement Benefitting the Church Lot:** The following terms, provisions, covenants, easements, conditions, and restrictions shall reserve, deed, grant, convey and govern a perpetual, permanent, uninterrupted, unobstructed, and appurtenant sewer easement benefiting and serving the Church Lot that runs over, across and under portions of the Rectory Lot, running from the building on the Church Lot over portions of the Rectory Lot to Church Street, in the location as shown on said Plan, consisting of the location of the existing sewer line, together with an area a minimum of ten (10) feet on either side of said existing sewer line (or such additional area as may be reasonably needed or appropriate to undertake any installation, improvement, repair, replacement, maintenance or work permitted hereunder) (herein the "**Sewer Easement Area**") and which Sewer Easement includes, without limitation, the rights of the Church Lot to install, improve, use, operate, maintain, remove, repair, add to, and replace from time to time surface or subsurface pipe or pipes, the diameter of which shall be determined by the Church Lot Owner in its sole discretion, and any related meters, fittings, valves, and any other appurtenances or facilities necessary or convenient for the transmission and distribution of sewerage to and from the Church Lot over portions of the Rectory Lot for the benefit of the Church Lot property (collectively, herein referred to as the "**Sewer Easement**"). Said Sewer Easement shall benefit the Church Lot property and burden Rectory Lot property and said Sewer Easement shall include, without limitation, the right to install, improve, operate, maintain, remove, repair, replace, add to, and use any and all appurtenances thereto, including any and all lines, conduits, pumps, tanks, manholes, wires, and any other facilities associated with the sewer line on the Rectory Lot, whether above or below ground.

- (i) It is the Parties understanding that this sewer line may also serve the Rectory Lot. For that portion of the sewer line that is *jointly used* by the Rectory Lot and Church Lot, the owner of the Rectory Lot shall have the responsibility and obligation to maintain, repair and replace the sewer line and all appurtenances thereto in a good condition at the shared expense of the Church Lot Owner and Rectory Lot Owner with the Church Lot Owner and Rectory Lot Owner each paying 50% of the cost and expense of any maintenance, repair and/or replacement (including paying the cost to restore the surface area).
- (ii) For that portion of the sewer line that is only used by the Church Lot (and

not jointly used by the Rectory Lot), the owner of the Church Lot shall have the responsibility and obligation to maintain, repair and replace the sewer line and all appurtenances thereto in a good condition at the Church Lot Owner's sole cost and expense.

- (iii) For that portion of the sewer line that is only used by the Rectory Lot (and not jointly used by the Rectory Lot and the Church Lot), the owner of the Rectory Lot shall have the responsibility and obligation to maintain, repair and replace the sewer line and all appurtenances thereto in a good condition at the Rectory Lot Owner's sole cost and expense.
- (iv) That Party undertaking or performing any installation, improvement, maintenance, repair, or replacement of or on said sewer line or its appurtenances, shall be responsible (at its sole cost and expense) for reasonably restoring the area burdened by this Sewer Easement to its original or better condition after the installation, improvement, repair, replacement or maintenance permitted herein. However, at no time shall the Rectory Lot Owner install any improvement and/or landscaping on the Rectory Lot which interferes, or may in the future interfere, with any installation, improvement, repair, replacement or maintenance of sewer line permitted herein, or which would increase or enhance the cost of the restoration of the surface area above said sewer line.

B. Utility Easement Benefitting the Rectory Lot: There are existing underground electric, gas, and telephone lines running from Church Street over portions of the Church Lot and serving and benefiting the improvements on the Church Lot and Rectory Lot properties in the location as shown on said Plan (herein referred to as the "**Utility Lines**"). The following terms, provisions, covenants, easements, conditions, and restrictions shall reserve, deed, grant, convey and govern a perpetual, permanent, uninterrupted, unobstructed, nonexclusive, and appurtenant underground utility easement burdening a portion of the Church Lot, and benefiting and serving the Rectory Lot in, under, and across the portion of the Church Lot as shown on the Plan, and consisting of the location of the existing electric, gas and telephone Utility Lines serving the Rectory Lot (together with an area of 5 feet on either side of said utility lines, if reasonably necessary, for repair, replacement or maintenance of the same) (herein the Rectory Lot **Utility Easement Area**) and which Utility Easement includes, without limitation, the rights of the Rectory Lot to repair, replace, remove, maintain, operate, and inspect the existing Utility Lines for the transmission of electric, gas, and telephone services to the Rectory Lot (herein referred to as the "**Rectory Lot Utility Easement**").

- (i) For that portion of said Utility Lines that *jointly serve* both the Rectory Lot and Church Lot, the Church Lot Owner shall have the responsibility and obligation to maintain, repair and replace said Utility Lines and all appurtenances thereto in a good condition at the shared expense of the Church Lot Owner and Rectory Lot Owner with the Church Lot Owner and Rectory Lot Owner each paying 50% of the cost and expense of any

maintenance, repair and/or replacement (including paying the cost to restore the surface area).

- (ii) For that portion of said Utility Lines that only serves the Rectory Lot (and does not jointly serve both the Rectory Lot and the Church Lot), the Rectory Lot Owner shall have the sole responsibility and obligation to maintain, repair and replace said Utility Lines and all appurtenances thereto in a good condition at the Rectory Lot Owner's sole cost and expense.
- (iii) For that portion of said Utility Lines that only serves the Church Lot (and does not jointly serve both the Rectory Lot and the Church Lot), the Church Lot Owner shall have the sole responsibility and obligation to maintain, repair and replace said Utility Lines and all appurtenances thereto in a good condition at the Church Lot Owner's sole cost and expense.
- (iv) Except for that portion of the Utility Line that *jointly serve* both the Rectory Lot and Church Lot under section 3 B (i) above, that Party undertaking or performing any maintenance, repair, or replacement of or on said Utility Lines or its appurtenances, shall be responsible (at its sole cost and expense) for reasonably restoring the surface area burdened by this Rectory Lot Utility Easement to its original or better condition after the repair, replacement or maintenance permitted herein.
- (v) The purpose of this Rectory Lot Utility Easement is to permit the maintenance of *the existing* underground electric, gas, and telephone Utility Lines only, to exist on the Church Lot, at no time shall the Rectory Lot Owner have any right to construct or install any future utilities or additional utility lines in the Rectory Lot Utility Easement Area.
- (vi) At no time shall the Rectory Lot Owner have any right to maintain or install any aboveground utility lines on the Church Lot property under this Rectory Lot Utility Easement.

C. **No School Lot Easements over the Church Lot:** There are no utility lines or sewer lines running over the Church Lot for the benefit of the School Lot. Therefore there are no utility easements or sewer easements granted to the School Lot over, across, or under the Church Lot under this Easement Deed & Agreement.

D. **Unilateral Right to Relocate the Utility Easement Area:** The Church Lot Owner shall have the right to temporarily or permanently relocate said Rectory Lot Utility Easement Area and Utility Lines from time to time to other areas of the Church Lot, as the Church Lot Owner may, in its sole discretion, determine, in association with the ownership, use, improvement and/or enjoyment of the Church Lot, provided that the cost and expense of said relocation is borne solely by the Church Lot Owner. Upon the permanent relocation of the Rectory Lot Utility Easement Area and Utility Lines from the above described original Rectory Lot Utility Easement Area to another area of the Church Lot, then the reference to the term "Rectory Lot Utility

Easement Area" as referred to in this Easement Deed & Agreement shall mean and intend to refer to the description of the relocated Rectory Lot Utility Easement Area and relocated Utility Lines area on the Church Lot *only*, and any and all rights of the Rectory Lot Owner for Utility Lines in the original Rectory Lot Utility Easement Area as described above, shall automatically terminate without the further act of either the Church Lot Owner and Rectory Lot Owner, and this Rectory Lot Utility Easement shall only burden that new area of the Church Lot where the Utility Lines have been relocated to. Any relocated Utility Lines shall require the Church Lot Owner to install lines, pipes, fittings, and any other such appurtenances or facilities that equal or better the existing electric, gas and telephone Utility Lines which served the Rectory Lot under the existing Utility Lines prior to the relocation.

- E. **Unilateral Right to Relocate the Sewer Easement Area:** The Rectory Lot Owner shall have the right to temporarily or permanently relocate said Sewer Easement Area and Sewer Line from time to time to other areas of the Rectory Lot, as the Rectory Lot Owner may, in its sole discretion, determine, in association with the ownership, use, improvement and/or enjoyment of the Rectory Lot, provided that the cost and expense of said relocation is borne solely by the Rectory Lot Owner, and not the Church Lot Owner. Upon the permanent relocation of the Sewer Easement Area and Sewer Line from the above described original Sewer Easement Area to another area of the Rectory Lot, then the reference to the term "Sewer Easement" as referred to in this Easement Deed & Agreement shall mean and intend to refer to the description of the relocated Sewer Easement Area and Sewer Lines on the Rectory Lot *only*, and any and all rights of the Church Lot Owner for a Sewer Line in the original Sewer Easement Area as described above, shall automatically terminate without the further act of either Party, and this Sewer Easement shall only burden that new area of the Rectory Lot where the Sewer Line has been relocated to. Any relocated line shall require the Rectory Lot Owner to install lines, pipes, pumps, fittings, valves, and any other such appurtenances or facilities that equal or better the existing sewer line transmission and distribution of sewerage capacity which served the Church Lot under the existing sewer line prior to the relocation.

4. **Pedestrian Walking Easement:** A perpetual, permanent, uninterrupted, on obstructed, nonexclusive and appurtenant Pedestrian Walking Easement is hereby reserved, deeded, granted and conveyed to the Church Lot over the Rectory Lot for the benefit of a pedestrian access and egress and walkway (sidewalk) easement, for a walkway, and use thereof (herein the "**Pedestrian Walking Easement**"), located along the westerly boundary of the Church Lot, over and burdening the Rectory Lot, in the location as shown on the Plan as running along the "Shared Access Easement," (as shown on the Plan) from Church Street, over the Rectory Lot to the parking lot area in the rear of the Rectory Lot and Church Lot property (herein the "**Pedestrian Walking Easement Area**"). Any and all repair, maintenance, and/or replacement of the Pedestrian Walking Easement Area (and the costs and expense thereof), including, without limitation, any and all paving, repaving, and winter maintenance (salt, sand and snow removal and the like) shall be the sole responsibility and obligation of the Rectory Lot Owner, and their successors and assigns only, and not the Church Lot Owner. The Owner of the Church Lot and their agents, employees, guests, invitees, licensees, tenants,

successors and assigns shall use said Walkway Easement at their own risk, and without cost or assessment.

5. **Encroachment Easement:** To the extent there are any encroachments from any of the improvements on any of the Lots shown on the Plan onto the Church Lot, the Rectory Lot, and/or the School Lot as also shown on the Plan, said encroachments are hereby reserved and granted an encroachment easement which shall remain in effect until otherwise agreed by the Parties.

6. **Reciprocal Indemnification.** Each Party agrees to indemnify and hold the other harmless for any and all liabilities, injuries, losses, or damages due to access or use of the easement area(s) described above by the indemnifying party or its agents, employees, contractors, invitees or licensees, unless physical conditions giving rise to said liability were caused or created by negligence of the indemnitee.

7. **Easement to Run with Land.** All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors and assignees of the parties hereto and all subsequent owners of the premises and shall run with the land.

8. **Notice.** Any notice required to be sent under the provisions of this Easement Deed & Agreement shall be deemed to be properly sent when hand-delivered, or mailed, postage prepaid, by certified mail, to the last known address of the person(s) who appear as the current record owner of the Church Lot, Rectory Lot, and/or School Lot, (as the case may be) on the records of the Belknap County Registry of Deeds, at the time of said mailing, or when hand-delivered to such person(s). To the extent there are multiple owners of said Church Lot, Rectory Lot, and/or School Lot, (as the case may be), notice as provided herein, to any one of the named owners shall be deemed sufficient notice.

9. **Waiver.** Failure of any party hereto, or their heirs, successors and/or assigns to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions contained in this Easement Deed & Agreement, shall not be considered a waiver by reason of any failure to enforce the same, irrespective of the number of prior violations which may have occurred, or a relinquishment of any future action or conduct. Further, in the event any violation of the terms, provisions, covenants, or conditions of this Easement Deed & Agreement shall occur, but shall not be subject to any protest, notice, claim, or the legal action by any other party, no waiver, forbearance, estoppel, or laches claim or cause of action shall arise against that party with respect to bringing an action or claim for any future violation of the terms of this Easement Deed & Agreement.

10. **Severability.** In the event that any one or more of the terms or provisions contained in this Easement Deed & Agreement shall, to the extent and for any reason, be held to be invalid or unenforceable by a court of law or arbitration, then all remaining terms or provisions, or the application of such invalid or unenforceable terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term or provision in this Easement Deed & Agreement shall nevertheless remain valid and enforceable to the fullest extent permitted by law. Further, in the event that a

court of competent jurisdiction or arbitration finds any term or provision of this Easement Deed & Agreement to be invalid or unenforceable, such a term or provision shall be revised by said court or arbitrator to render said terms or provision and the Easement Deed & Agreement valid and enforceable, so as to preserve the Parties Easement Deed & Agreement and Parties intent to the fullest extent possible, and the rights and responsibilities of the Parties under this Easement Deed & Agreement shall be interpreted and enforced accordingly.

11. **Entire Agreement, Amendment, and Modification.** This instrument is to be governed by the laws of the State of New Hampshire and sets forth the entire Easement Deed & Agreement between the parties. Neither this Easement Deed & Agreement, nor any of its terms may be waived, modified, or amended except by written instrument signed by all the then record titleholders of the Church Lot, Rectory Lot, and/or School Lot, (as the case may be), as designated on the records of the Belknap County Registry of Deeds, at the time of said waiver modification or amendment. Unless the undersigned signatories to this Easement Deed & Agreement are then also record titleholders of the Church Lot, Rectory Lot, and/or School Lot, at no time does any waiver, modification or amendment have to be signed by the undersigned signatories to this document, to the extent those undersigned signatories have transferred title to the Church Lot, Rectory Lot, and/or School Lot to their respective successors, heirs and/or assigns.

12. **Enforcement.** Any violation of the terms of this Easement Deed & Agreement (including, without limitation, the failure of the record owner of the Rectory Lot, and/or the School Lot to pay its share of any assessment, cost, or expense, or to reimburse the other as may be required or as set forth in this Easement Deed & Agreement), shall permit the non-violating party to seek any legal or equitable relief, to include, without limitation, any damages, costs, expenses (including, without limitation, reasonable attorneys fees and the like) and injunctive relief, whether before an arbitration board, mediator or court, but at no time shall any violation of the terms of this Easement Deed & Agreement cause any termination of any of the easements granted hereunder.

13. **Successors Bound.** The provisions, terms, covenants, conditions, restrictions, servitudes, limitations, and/or easements contained herein shall be binding upon and inure to the benefit of respective parties hereto, and their heirs, executors, successors, and assigns, and shall run with the title of the respective Church Lot, Rectory Lot, and School Lot.

14. **Future Record Owners Bound.** All successor and future record title owners and assigns are hereby placed on notice of this Easement Deed & Agreement, and shall take title to the Church Lot, Rectory Lot, and School Lot as shown on the Plan, subject to this Easement Deed & Agreement and the terms, covenants, conditions, and restrictions set forth herein. Further, any record title owner and assigns (now or in the future), by the recording of their deed to the Church Lot, Rectory Lot, and/or School Lot, (as the case may be) in the records of the Belknap County Registry of Deeds, acknowledge and accept the terms of the terms, covenants, conditions, and restrictions imposed by this Easement Deed & Agreement (as it may be amended from time to time), and agree to abide by the same.

15. **Construction of Easement Deed & Agreement:** Where the context so requires, words in the singular number shall include the plural and vice versa. The Recitals appearing at

the beginning of this Easement Deed & Agreement are hereby incorporated into and are deemed to constitute part of the operative text of this Easement Deed & Agreement. City hereby represents that it has had the full opportunity to review and comment upon, and have reviewed and commented upon this Easement Deed & Agreement, and therefore the Parties intend that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Easement Deed & Agreement.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one and the same instrument.

17. **Merger.** The easement(s) created and established hereunder shall not merge or be otherwise impaired or affected by reason of the common ownership of all or any portion of the parcels or lots benefited and burdened by this Easement Deed & Agreement.

18. **Recorded Matters.** Any and all easements, covenants, restrictions, and conditions contained herein shall be subject to any other easements, covenants, restrictions and conditions of record (if any).

Meaning and intending to convey easements, covenants, restrictions and conditions over property conveyed to the Roman Catholic Bishop of Manchester, a corporation sole, by deed from St. Joseph Roman Catholic Church of Laconia dated April 17, 1967, and recorded in the Belknap County Registry of Deeds at Book 528, Page 384.

[Reminder of Page Intentionally Left Blank]

Executed on the date set forth next to the Parties' respective signatures, with the Easement Agreement to be effective and binding upon the Parties as of the date (the "Effective Date") set forth on the first page of this Easement Deed & Agreement.

**Roman Catholic Bishop of Manchester,
a corporation sole**

By:

Robert Est
Witness

+ Peter A. Libasci, D.D.
The Most Reverend Peter A. Libasci,
Bishop of Manchester

City of Laconia,

By:

ArBeck
Witness

Scott Myers
Duly Authorized

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS

On this 21st day of October, 2020, before me, personally appeared, The Most Reverend Peter A. Libasci, Bishop of Manchester, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained, on behalf of the **Roman Catholic Bishop of Manchester**, a corporation sole.

Debra A. Keane
Justice of the Peace/Notary Public (Seal)

Name:

My commission expires: 9/11/2025

STATE OF NEW HAMPSHIRE
BELKNAP, SS

DEBRA A. KEANE
Notary Public - New Hampshire
My Commission Expires September 11, 2025

On this 26th day of October, 2020, before me, personally appeared, -
Scott Myers, known to me (or satisfactorily proven), to be the person whose name is subscribed to the foregoing instrument, who acknowledged him/herself to be the *City Manager* of the **City of Laconia**, and acting in that capacity, being authorized to do so, signed the foregoing instrument on behalf of said **City of Laconia** as his/her voluntarily act and deed for the purposes herein contained.

Nancy Brown
Justice of the Peace/Notary Public (Seal)

Name: *Nancy Brown*

My commission expires: 5/16/2023

NANCY E. BROWN
Notary Public - New Hampshire
My Commission Expires May 16, 2023

