

**LAW OFFICE OF
THOMAS F. QUINN
PROF. CORP.**

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Milford, NH 03055

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February 21, 2023

Lincoln Daley, Director of
Community Development
Town of Milford
One Union Square
Milford, NH 03055

Re: Boys and Girls Club of Souhegan Valley / Souhegan River Trail

Dear Lincoln:

Attached hereto please find what I hope are the final documents to be executed in connection with the amendment of the existing conservation (trail) easement over the Club property. These documents consist of :

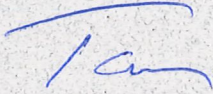
- 1) The Amended and Restated Warranty Deed Permanent Trail Right-of-Way Easement
- 2) Easement Deed for the sidewalk
- 3) Declaration of Common Driveway and Utilities Easement
- 4) Latest draft of the Easement Plan (Note that the plan will be amended to show the sidewalk. It is now referred to as a pedestrian walkway, but since the trail is called a pedestrian walkway, I want to go with sidewalk to distinguish the two.)

I have include Chris Constantino and Terrey Dolan on this for convenience.

Please take whatever steps are necessary to have all interested parties review these documents. My goal is to have the documents ready for signature before the first of March. In the meantime, I need to submit this to the Office of the Attorney General, Charitable Trusts Division, and I want to be able to represent that the Club and the Town have approved the documents.

I look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom', with a horizontal line above it.

Thomas F. Quinn

TFQ/djl

Enclosures

Cc: Chris Constantino, Conservation Coordinator (w/enc)
Terrey Dolan, Community Development Director (w/enc)
Paul Amato (w/enc)

File: 17-0061

Please return to:

AMENDED AND RESTATED
WARRANTY DEED
PERMANENT TRAIL RIGHT-OF-WAY EASEMENT

WITNESSETH this instrument, by and between the

BOYS & GIRLS CLUB OF SOUHEGAN VALLEY, INC., f/k/a SOUHEGAN VALLEY BOYS & GIRLS CLUB, INC., a New Hampshire non-profit corporation, with a mailing address of 56 Mont Vernon Street, Milford, New Hampshire 03055 (hereinafter referred to as "Grantor"), and the

TOWN OF MILFORD, a municipal corporation, with a principal address at One Union Square, Milford, in the County of Hillsborough, and State of New Hampshire, 03055, acting through its Board of Selectmen and Conservation Commission, pursuant to the provisions of RSA 36-A (hereinafter referred to as "Grantee"),

RECITALS

WHEREAS, the Grantee, by and through its duly authorized agents, including said Conservation Commission, has desired to create a public pedestrian trail ("the Trail Easement" or "the Trail"), the purpose of which is to provide public access, to the greatest possible extent, to the lands on both sides of the Souhegan River as the same passes through the Town of Milford, to insure the preservation of those lands, as well as the access to the same for purposes of recreation and preservation, and to enhance the ability of the public to enjoy the natural beauty of the same; and

WHEREAS, additionally, it is the intent of the parties that the easement created herein be

17-0061 SYB&G CLUB AMENDED AND RESTATED DEED AND TRAIL RIGHT OF WAY EASEMENT REV 2.2.21 REDLINE

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connected by a pedestrian walkway to Mont Vernon Street ("the Mont Vernon Street Walkway") as well as to a pedestrian bridge ("the Pedestrian Bridge Walkway") which will cross the Souhegan River to Keyes Memorial Park on the south side of the river; and

WHEREAS, to that end, the Grantee has sought to acquire ownership of land and/or easement interests to further the foregoing purpose and has identified a proposed location for such a Trail; ~~the Mont Vernon Street Walkway~~ and the Pedestrian Bridge Walkway; and

WHEREAS, the Grantor is the owner of property that is adjacent to the Souhegan River through which property said proposed easements would pass; and

WHEREAS, it is the desire and intent of the Grantor to convey an easement to the easement premises hereafter described, which will, at a minimum, create a network of trails and walkways including the Trail along the Souhegan River, ~~the creation of the Mont Vernon Street Walkway and the Pedestrian Bridge Walkway~~ which will cross the Souhegan River to provide access to Keyes Memorial Park on the south side of the river and the river and, in addition, to convey an easement, the purpose of which is to permit the public to enjoy an area along the Trail and the river as a resting and viewing area ("the Scenic Easement"); and

WHEREAS, the parties intend that the within document will convey all necessary rights to enable the Grantee, its successors or assigns, to carry out said intent and, also, to enter upon the property to construct and maintain said Trail, ~~the Mont Vernon Street Walkway, and the Pedestrian Bridge Walkway~~ and the Scenic Easement.

NOW, THEREFORE,

BOYS & GIRLS CLUB OF SOUHEGAN VALLEY, INC., Grantor,

For consideration paid, does hereby

GRANT TO

TOWN OF MILFORD, Grantee, acting through its Board of Selectmen and Conservation Commission, their successors and assigns,

WITH WARRANTY COVENANTS,

The perpetual easements, which shall be considered EASEMENTS IN GROSS, to enter upon, pass and repass, for purposes of access, ingress, and egress, as well as other purposes consistent herewith, over those certain tracts or parcels of land lying and being situated in the Town of

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Milford, in the County of Hillsborough, and State of New Hampshire, the area of such easements being more particularly bounded and described in Appendix A, attached hereto and made a part hereof. These easements shall constitute servitudes upon the land described in Appendix A, which sometimes shall hereafter be referred to as the 'easement premises', or 'the premises', and which will be for the benefit of the Grantee, its successors and assigns, which shall manage and control the same for the benefit of the general public, subject to the terms and conditions herein. It is understood that these easements are intended to preserve, for present and future generations, the scenic recreation value of the Souhegan River Trail and to ensure access to the same, as well as to connect the Trail Easement to Mont Vernon Street Walkway and the Pedestrian Bridge Walkway, thereby providing access to Keyes Memorial Park, to connect the Trail Easement and a similar trail on property of the Milford Masonic Temple to the east, to the Trail Easement, and to create and provide access to a Scenic Easement. The easements granted hereunder shall be subject to the following terms and conditions:

RIGHTS OF THE GRANTEE:

A. The Trail Easement granted to the Grantee hereby shall include, without limitation, the following rights which the Grantee may exercise with regard to the property described in Appendix A, Tract I, attached hereto and incorporated herein by reference:

1. To administer the Trail Easement as a non-commercial, public trail for the use and benefit of the general public and to preserve the qualities of the area as a scenic recreational trail.
2. To locate, construct, operate, relocate, reconstruct, alter, manage, and maintain the Trail, control all access thereto, and permit members of the public to traverse the area. This right includes the right to enter (with construction supplies and equipment), upon the premises of the Grantor to construct and/or maintain the Trail and any and all of its components, including the construction of a Pedestrian Bridge spanning the Souhegan River and connecting to Keyes Field on the south side of the river.
3. To mark, blaze, sign and monument the Trail in such a manner as not to detract from the natural character of the Trail.
4. To cut, fell, trim and remove underbrush, trees, obstructions, vegetation, structures and obstacles in connection with trail construction, operation and maintenance in a neat and clean manner, so as to have minimal impact on the site.

B. The easements for the Mont Vernon Street Walkway and the Pedestrian Bridge Walkway Easement granted to the Grantee hereby shall include, without limitation, the following rights which the Grantee may exercise with regard to the property described in Appendix A, Tracts II

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and III, attached hereto and incorporated by reference:

1A. To provide access for the use and benefit of the general public to and from the Trail and Mont Vernon Street and over and across the Pedestrian Bridge Walkway.

~~B. To locate, construct, operate, reconstruct, alter, manage and maintain a path or sidewalk within the Mont Vernon Street Walkway, said path or sidewalk to run along the westerly sideline of the Grantor's property from Mont Vernon Street to the parking lot upon the Grantor's property, said path or sidewalk to have a width of between three (3) and five (5) feet, and which path or sidewalk may be covered with a pervious ground cover or, at the Grantor's written option, an impervious ground cover.~~

~~C. To make, monument and erect signage identifying the existence and purpose of the Mont Vernon Street Walkway, any such signs to be no larger than 324 square inches.~~

2D. To cut, fell, trim and remove underbrush, vegetation, trees or other structures or obstructions within the easement and to maintain the path or sidewalk in a neat, clean, attractive and passable condition so as to have minimal impact on the site for the purpose of accessing the bridge.

C. The Scenic Easement granted to the Grantee hereby shall include, without limitation, the following rights which the Grantee may exercise with regard to the property described in Appendix A, Tract III, attached hereto and incorporated by reference:

1. To provide access for the use and benefit of the general public to and from the Scenic Easement via the Trail Easement.

2. To erect, maintain and repair not more than three benches each having a maximum length of four feet and a maximum width of two and one-half feet. In addition, the Grantee may place one trash receptacle within the Scenic Easement.

3. The Scenic Easement shall be open to the public only during the hours between sunrise and sunset.

4. No individual or group of individuals shall remain in or upon the Scenic Easement for in excess of thirty (30) minutes at a time or a total of one (1) hour per day without the consent of the parties.

5. The Scenic Easement shall be used by the Grantee and the general public solely for the purpose of brief respite from walking the Trail and for the purpose of enjoying the scenery

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unless otherwise permitted by the parties. No loud, disrespectful, disorderly conduct or breach of the peace, is permitted. And the Grantor reserves the right to close the area for the remainder of the day on any day on which such conduct occurs.

6. The Scenic Easement shall be non-exclusive, and Grantor reserves the right to use the area for all purposes not prohibited herein.

OBLIGATIONS OF THE GRANTEE:

The foregoing rights which the Grantee has to make use of said easements shall be subject to the following conditions:

1. The Grantee shall assume responsibility for maintaining the general passability of the Trail, ~~the Mont Vernon Street Walkway and the Pedestrian Bridge Walkway~~, for pedestrian, non-motorized vehicles (such as bicycles and wheelchairs) and similar uses by the public, ~~and for placing and maintaining periodic trail markers and signs on the easements as appropriate and maintaining the Trail, the Pedestrian Bridge Walkway and the Scenic Easement in a neat and attractive condition.~~ This limitation shall not preclude the Grantee from establishing reasonable conditions that would allow the use of motorized wheelchairs or the "Segway" personal transport device, or other similar personal transport devices.

2. The Grantee shall secure the consent of the Grantor, its successors or assigns, prior to entering into agreements with third parties for maintenance of the Trail, ~~the Mont Vernon Street walkway, the Pedestrian Bridge Walkway, the Scenic Easement~~ or their respective facilities, markers and signs.

3. The Grantee shall discourage the use, except by the Grantor, of motorized vehicles (subject to the limitation set forth in Paragraph 1., above) on or about the Trail right-of-way corridor or appurtenant scenic areas, and with prior written consent of the Grantor, to authorize use of motorized vehicles by agents of the Grantee on the premises granted only for special construction or maintenance work and emergencies necessitating such use. It is the further understanding of the parties hereto that the Grantee's maintenance and construction of said Trail, ~~the Mont Vernon Street Walkway and~~ and the Pedestrian Bridge Walkway and the Scenic Easement may include the right to pave said Trail, ~~the Mont Vernon Street Walkway and the Pedestrian Bridge Walkway~~, but pavement will only be permitted subject to the following conditions:

The Trail, ~~Mont Vernon Street Walkway~~ and Pedestrian Bridge Walkway may not be paved without the prior written consent of the Grantor, or its successors or assigns, which

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consent shall not be withheld unreasonably, and shall only be done in a manner approved in advance by the Grantor, its successors and assigns.

4. The Grantee shall discourage littering and other spoilage to, or encroachment upon, the natural features of the granted easements.

5. The Grantee shall secure the consent of the Grantor, its successors or assigns, prior to the construction by the Grantee, or its agents or assigns, of any structure along the Trail right-of-way corridor, ~~the Mont Vernon Street Walkway and the Pedestrian Bridge Walkway or the Scenic Easement~~, and for the cutting of trees thereon, other than for normal maintenance purposes. Any trees cut, if valuable for timber or other uses, shall continue to be the property of the Grantor, its successors or assigns.

6. The Grantee shall notify the Grantor, its successors or assigns, fourteen (14) days prior to any construction or maintenance activities.

7. Nothing contained herein shall permit the Grantee, members of the public or others to park motor vehicles or non-motorized vehicles of any kind anywhere upon the Grantor's property without the express prior written consent of the Grantor. Nor shall anything contained herein permit the Grantee or members of the public to travel over or upon the Grantor's property, other than as expressly set forth herein, or for purposes associated with the use and enjoyment in due course of the Ggrantor's club and related facilities at the Grantor's invitation, whether on foot, horseback, or motorized or non-motorized vehicles or otherwise without the express prior written consent of the Grantor.

8. The Grantee shall provide to the Grantor, its successors or assigns, any and all documents necessary to extinguish the easement and other rights created hereby, in the event that the Grantee, its successors or assigns, abandons or relocates the easements to another location off the Grantor's premises, with the Grantor's written consent.

RIGHTS, RESTRICTIONS AND OBLIGATIONS OF THE GRANTOR:

The Grantor, in conveying the easement interests hereunder, hereby declares that it, its successors and assigns, shall be bound to and abide by the following conditions in the use and occupancy of the easement premises:

1. There shall be no building or structures of any kind constructed, reconstructed erected or moved into the Trail easement premises, provided, however, that the Grantor may place picnic table(s), benches, lights, or other items on the Trail easement premises, so long as they do not interfere with the use or purpose of the Trail and obtain prior consent of the Grantee, which

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consent will not be unreasonably withheld. Additionally, the Grantor may construct drainage culverts or other items on the easement premises to the extent necessary to accommodate the reasonable use of the Grantor's premises, so long as the consent of the Grantee is obtained, which consent will not be unreasonably withheld, and all relevant permits or approvals are obtained.

2. The Grantor, its successors and assigns, shall refrain from the undertaking of any alteration to the Trail easement premises, or its surroundings which would interfere with the Trail right-of-way or impair the quality of the natural environment, or be inconsistent with this purpose.

3. The Grantor, its successors and assigns, shall notify the Grantee if at any time after the date of this grant, the land involved in the use hereinbefore granted, or any parts of such land, are to be offered for sale.

4. There shall be no right-of-way for access or for any other purpose, constructed, maintained or developed into, on, over, under and across the Trail ~~Easement~~ premises, except as may be specifically reserved herein or as used in conjunction with permitted uses of the Grantor's property, as defined by the Town of Milford Zoning Ordinance, as amended from time to time, as set forth herein, or as otherwise agreed to in writing between the parties.

5. There shall be no permanent commercial signs, billboards, or outdoor advertising of any kind erected or displayed on or within the Trail ~~Easement~~ premises; provided, however, that reasonable boundary markers and posting signs with regard to restriction on hunting or trespassing are permitted on the property ~~line~~, and in connection with the permitted uses by the owner as set forth herein.

6. There shall be no trash, ashes, garbage, sewage sawdust, or other unsightly, offensive or other material placed, collected or stored on the Trail ~~Easement~~ premises.

7. There shall be no disturbances of the surface, including but not limited to, filling, excavating, removing topsoil, sand, gravel, rock or minerals, building roads or changing topography of the land in any manner within the Trail ~~Easement~~, the ~~Scenic Easement~~ right-of-way corridor, except in connection with the permitted uses by the owner set forth herein.

8. There shall be no motorized equipment or vehicles used within the Trail ~~Easement~~ premises except in conjunction with landowner access for permitted uses, for emergency purposes, or as may be reserved herein.

9. With respect to the Pedestrian Bridge Walkway, the Grantor shall not make any use of the easement area that substantially interferes with the use and enjoyment of the easement by the

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Grantee. With respect to the Mont Vernon Street Walkway, the Grantor shall not make any use of the easement area that substantially interferes with the use and enjoyment of the easement by the Grantee as a sidewalk. Except as set forth herein, the Grantor shall be free to make any use of the property affected by the easements granted herein Pedestrian Bridge Walkway and the Mont Vernon Street Walkway.

10. Expressly reserving to the Grantor herein, or its successors and assigns, all rights to use and enjoyment of its property, not expressly and specifically restricted by this grant, including, but not limited to, the right to use a strip of land, measuring approximately twenty-two (22) feet in width, running from Mont Vernon Street to a parking lot serving the Grantor's property for ingress to, and egress from, the Grantor's property and Mont Vernon Street, by foot, non-motorized and motorized vehicle, on horseback and such other means of travel and transportation as may exist from time to time. Said strip of land may also be used as access to and egress from the property immediately to the east of said strip of land and shown as Map 21, Lot 23-1 on the Town of Milford Tax Maps. The use of such strip shall be subject to all federal, state and municipal statutes, regulations, and other laws pertaining to land use.

ADDITIONAL PROVISIONS:

This conveyance is made subject to existing easements of record.

In the event that the Trail ~~Right of way~~ easement or any part thereof granted to the Grantee herein is extinguished by eminent domain or other legal proceeding, Grantee shall be entitled to any proceeds which pertain to the extinguishment of the Grantee's rights and interests.

This instrument sets forth the entire agreement between the Grantor and the Grantee with respect to this grant, and supersedes all prior discussions, understandings, or agreements related to the Trail ~~Easement~~ right of way, all of which are merged herein.

The Grantee is prohibited from transferring this easement, whether or not for consideration, except to a qualified non-profit corporation or government body, whose purposes include the conservation of land and water areas.

Both the Grantor and the Grantee are aware of the limitations on their liability provided by the Laws of the State of New Hampshire (RSA 212:34 and RSA 508:14) for owners who allow the public access to their property free of charge for recreational purposes.

Invalidation of any provision hereof shall not affect any other provision of this grant.

Without limiting the generality of the foregoing, the parties agree, acknowledge and confirm that

17-0061 SVB&G CLUB AMENDED AND RESTATEED DEED AND TRAIL RIGHT OF WAY EASEMENT REV 2.2.21 REDLINE

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one purpose of this Amended and Restated Warranty Deed Permanent Trail Right-of-Way Easement, is to release from the terms of this agreement a certain easement over a certain pedestrian walkway to Mont Vernon Street over a 22 foot wide strip of land extending from Mont Vernon Street to a parking lot serving the Grantee's property as shown on a plan of land entitled, "EASEMENT PLAN PROPOSED SOUHEGAN RIVER TRAIL ON LANDS OF LOT 21-23 SOUHEGAN BOYS AND GIRLS CLUB AND LOTS 21-22 & 25-31 MILFORD MASONIC TEMPLE ASSOCIATION, INC. MILFORD, NEW HAMPSHIRE SCALE 1" = 50' June 19, 2003", which plan bears a revision date of 03/10/04, and which plan has been recorded in the Hillsborough County Registry of Deeds as Plan #34990.

To have and to hold said granted easements and restrictions, with all the privileges and appurtenances thereof, to said Grantee, the Town of Milford, its assigns and successors, to their use and behoof forever.

The within described property does not constitute homestead property.

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IN WITNESS WHEREOF, the undersigned have caused this document to be executed this _____ day of _____, ~~2021~~2023.

Boys & Girls Club of Souhegan Valley, Inc.

Witness

By: _____
Name: _____
Title: _____
(duly authorized)

ACKNOWLEDGMENT:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on _____, ~~2021~~2023 by _____, the duly authorized _____ of the Boys & Girls Club of Souhegan Valley, Inc., a New Hampshire non-profit corporation, on behalf of the corporation.

Justice of the Peace/Notary Public
My Commission Expires: _____

ACCEPTANCE BY THE TOWN OF MILFORD:

ACCEPTED:

TOWN OF MILFORD – BOARD OF SELECTMEN

By: _____ Date: _____, ~~2021~~2023

Name: _____
Title: Selectmen, Duly Authorized

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ACKNOWLEDGMENT:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on _____, ~~2021~~2023 by
_____, the duly authorized _____ of The Town of
Milford Board of Selectmen.

Justice of the Peace/Notary Public
My Commission Expires: _____

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ACCEPTED:

TOWN OF MILFORD – CONSERVATION COMMISSION

By: _____ Date: _____, 2021~~2023~~

Name: _____

Title: _____, Duly Authorized

ACKNOWLEDGMENT:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on _____, 2021~~2023~~ by
_____, the duly authorized _____ of The Town of
Milford Conservation Commission.

Justice of the Peace/Notary Public
My Commission Expires: _____

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APPENDIX A
(TO BE REVISED PER FINAL PLAN)

The property of the Boys and Girls Club of Souhegan Valley to which this Amended and Restated Warranty Deed Permanent Trail Right-of-Way Easement applies is located in Milford, Hillsborough County, New Hampshire, and is shown as Map 21, Lot 23 on a plan of land entitled: "Tax Map 21 Lot 23-1 and 23 Lot Line Adjustment Plan of Land of EMJA Realty, LLC and Souhegan Valley Boys and Girls Club, Mont Vernon Street, Milford, New Hampshire, Prepared For Milford Lumber Company, Inc., dated October 25, 2002, with revisions through December 18, 2002, prepared by TF Moran and recorded in the Hillsborough County Registry of Deeds as Plan #32179.

The easements created by the Amended and Restated Warranty Deed Permanent Trail Right-Of-Way Easement are described as follows:

1. TRAIL EASEMENT.

An easement over a portion of the Grantor's property described as follows:

Beginning at a point on the southerly line of the Trail Easement described herein, at a point on the common lot line with Lot 21-22, said point being located South 38° 00' 00" West a distance of 95.88 feet from a point on the southerly line of Mont Vernon Road, thence:

N 49°03'35" W a distance of 2.74 feet to a point, thence;
N 37°40'36" W a distance of 90.15 feet to a point, thence;
N 42°17'32" W a distance of 49.15 feet to a point, thence;
N 29°03'13" W a distance of 46.24 feet to a point, thence;
Along a curve to the turning to the left having an arc length of 12.55', having a radius of 8.00',
having a chord bearing of N 74°00'05" W, having a chord length of 11.30', thence;
S 61°02'51" W a distance of 19.07 feet to a point, thence;
N 73°33'55" W a distance of 35.57 feet to a point, thence;
N 80°14'21" W a distance of 47.15 feet to a point, thence;
N 80°26'54" W a distance of 66.86 feet to a point, thence;
Along a curve to the turning to the left having an arc length of 43.33', having a radius of 43.00',
having a chord bearing of S 70°40'41" W, having a chord length of 41.52', thence;
S 41°48'33" W a distance of 57.43 feet to a point, thence;
S 53°33'17" W a distance of 210.27 feet to a point, thence;
S 36°30'04" W a distance of 87.82 feet to a point, thence;
S 47°47'13" W a distance of 68.90 feet to a point, thence;

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S 60°20'26" W a distance of 17.47 feet to a point, thence;
S 38°08'57" W a distance of 96.06 feet to a point, thence;
S 42°44'12" W a distance of 77.72 feet to a point, thence;
Along a curve to the turning to the right having an arc length of 59.58', having a radius of 28.00',
having a chord bearing of N 76°17'29" W, having a chord length of 48.96', thence;
N 15°19'58" W a distance of 41.87 feet to a point, thence;
N 03°41'26" W a distance of 80.90 feet to a point, thence;
N 07°44'10" W a distance of 51.72 feet to a point, thence;
N 29°48'15" W a distance of 25.47 feet to a point, thence;
N 14°16'28" W a distance of 96.57 feet to a point, thence;
N 07°46'13" W a distance of 98.33 feet to a point, thence;
N 01°02'23" E a distance of 49.76 feet to a point, thence;
N 12°12'36" W a distance of 95.07 feet to a point at Lot 21-133, thence;
Along Lot 21-133 N 24°24' 33" E a distance of 23.47 (9???) feet to a point, thence;
S 12°12'36" E a distance of 115.53 feet to a point, thence;
S 01°02'23" W a distance of 50.31 feet to a point, thence;
S 07°46'13" E a distance of 96.46 feet to a point, thence;
S 14°16'28" E a distance of 93.87 feet to a point, thence;
S 29°48'15" E a distance of 26.29 feet to a point, thence;
S 07°44'10" E a distance of 54.94 feet to a point, thence;
S 03°41'26" E a distance of 79.97 feet to a point, thence;
S 15°19'58" E a distance of 40.44 feet to a point, thence;
thence with a curve turning to the left having an arc length of 29.79', having a radius of 14.00',
having a chord bearing of S 76°17'29" E, having a chord length of 24.48', thence;
N 42°44'12" E a distance of 77.16 feet to a point, thence;
N 38°08'57" E a distance of 98.24 feet to a point, thence;
N 60°20'26" E a distance of 18.68 feet to a point, thence;
N 47°47'13" E a distance of 65.98 feet to a point, thence;
N 36°30'04" E a distance of 88.54 feet to a point, thence;
N 53°33'17" E a distance of 210.93 feet to a point, thence;
N 41°48'33" E a distance of 55.99 feet to a point, thence;
Along a curve to the turning to the right having an arc length of 57.44', having a radius of 57.00',
having a chord bearing of N 70°40'41" E, having a chord length of 55.04', thence;
N 70°40'41" E a distance of 55.04 feet to a point, thence;
S 80°26'54" E a distance of 66.89 feet to a point, thence;
S 80°14'21" E a distance of 47.99 feet to a point, thence;
S 73°33'55" E a distance of 30.53 feet to a point, thence;
N 61°02'51" E a distance of 13.22 feet to a point, thence;
Along a curve to the turning to the right having an arc length of 57.44', having a radius of 57.00',
having a chord bearing of N 70°40'41" E, having a chord length of 55.04', thence;

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S 74°00'05" E a distance of 31.09 feet to a point, thence;
S 29°03'13" E a distance of 44.62 feet to a point, thence;
S 42°17'32" E a distance of 48.10 feet to a point, thence;
S 37°34'44" E a distance of 87.70 feet to a point, thence;
S 48°56'26" E a distance of 2.22 feet to a point, thence;
S 38°00'00" W a distance of 14.18 feet to the point of beginning,

Said Trail Easement having an area of 22,842 S.F. or 0.524 acres, more or less.

2. PEDESTRIAN BRIDGE EASEMENT.

An easement over a portion of the Grantor's property described as follows:

Beginning at a point being located South 24° 24' 33" West a distance of 650.52 feet from a granite bound on the southerly side of Mont Vernon Road, said bound being the northwesterly corner of the Grantor's property; thence

1. South 66° 54' 45" East a distance of 62.901 feet to a point; thence
2. South 23° 58' 37" a distance of 39 feet to a point; thence
3. North 14° 56' 15" West a distance of 15.50 feet to a point; thence
4. North 21° 28' 48" West a distance of 32.26 feet to a point; thence
5. North 24° 24' 33" East a distance of 56.69 feet to the point of beginning.

3. SCENIC EASEMENT.

An easement over a portion of the Grantor's property described as follows:

Beginning at a point on the northerly side of the Trail Easement; thence

1. South 14° 16' 28" East a distance of 21.82 feet to a point; thence
2. South 29° 48' 15" East a distance of 26.29 feet to a point; thence
3. South 07° 44' 10" East a distance of 54.94 feet to a point; thence
4. South 03° 41' 26" East a distance of 79.97 feet to a point; thence
5. South 15° 19' 58" East a distance of 40.44 feet to a point; thence
6. By a curve to the left having a radius of 14 feet, a distance of 29.79 feet to a point; thence
7. North 42° 44' 12" East a distance of 77.16 feet to a point; thence
8. North 38° 08' 57" East a distance of 35.64 feet to a point; thence
9. North 45° 19' 01" West a distance of 196.69 feet to a point, said point being the point of beginning.

Said SCENIC EASEMENT having an area of 13,074 square feet or .300 acres, more or less.

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Reference is hereby made to a plan of land entitled: "Tax Map 21, Lot 23, Easement Plan, Boys and Girls Club of Souhegan Valley, 56 Mont Vernon Street, Milford, NH, Owned By: Boys and Girls Club of Souhegan Valley, Prepared For Boys and Girls Club of Souhegan Valley", dated November 21, 2022, with revisions through January 26, 2023, Prepared by T.F. Moran, Inc., and recorded at the Hillsborough County Registry of Deeds as Plan # _____, reference to which plan is made for a more particular description thereof.

Premises to which the easement interest described in the attached deed shall consist of the following three (3) tracts identified as "*Trail Easement 'A'*", the "*Mont Vernon Street Pedestrian Easement*", and the "*Pedestrian Bridge Easement*", all as more particularly described as follows:

Tract I — The Trail Easement (being a portion of Easement 'A' as shown on Plan No. 34990):

A portion of that tract of land shown as "**PROPOSED PEDESTRIAN ESEMENT 'A'**", situated on the south side of Mont Vernon Street, a/k/a Mont Vernon Road, (NH Route 13), in the Town of Milford, in the County of Hillsborough and State of New Hampshire, on the north and east side of the Souhegan River, as shown on a plan of land entitled, "**EASEMENT PLAN PROPOSED SOUHEGAN RIVER TRAIL ON LANDS OF LOT 21-23 SOUHEGAN BOYS AND GIRLS CLUB AND LOTS 21-22 & 25-31 MILFORD MASONIC TEMPLE ASSOCIATION, INC., MILFORD, NEW HAMPSHIRE SCALE 1" = 50' June 19, 2003**", which plan bears a revision date of 03/10/04, and which plan has been recorded in the Hillsborough County Registry of Deeds as Plan #34990, said premises being more particularly bounded and described as follows:

Beginning at a point which is South 23° 24' 23" West, a distance of 645.30 feet the northwesternmost corner of the within described premises, said point being in the west line of Lot 21-23, and being marked by a '5" Iron Pin w/T.F. Moran Cap', as shown on said plan; thence

1. In a generally southeast direction to a point, said point being situated South 23° 24' 22" West, a distance of 656.97 feet from the south line and Mont Vernon Street as shown on said Plan No. 34990; thence
2. South 13° 15' 16" East, a distance of 83.27 feet, to a point; thence
3. South 00° 00' 17" East, a distance of 50.31 feet, to a point; thence
4. South 08° 48' 53" East, a distance of 96.46 feet, to a point; thence

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5. South 15° 19' 08" East, a distance of 93.87 feet, to a point; thence
6. South 30° 50' 55" East, a distance of 26.29 feet, to a point; thence
7. South 08° 46' 50" East, a distance of 54.94 feet, to a point; thence
8. South 04° 44' 06" East, a distance of 79.97 feet, to a point; thence
9. South 16° 22' 38" East, a distance of 40.44 feet, to a point at the beginning of a curve to the left; thence
10. By a curve to the left having a radius of 14.00 feet, a distance of 29.79 feet to the end of said curve; thence
11. North 41° 41' 32" East, a distance of 77.16 feet, to a point; thence
12. North 37° 06' 17" East, a distance of 98.24 feet, to a point; thence
13. North 59° 17' 46" East, a distance of 18.68 feet, to a point; thence
14. North 46° 44' 33" East, a distance of 65.98 feet, to a point; thence
15. North 35° 47' 24" East, a distance of 88.54 feet, to a point; thence
16. North 52° 30' 37" East, a distance of 210.93 feet, to a point; thence
17. North 40° 45' 53" East, a distance of 55.99 feet, to a point at the beginning of a curve to the right; thence
18. By a curve to the right having a radius of 57.00 feet, a distance of 57.44 feet to the end of said curve; thence
19. South 81° 29' 34" East, a distance of 66.89 feet, to a point; thence
20. South 81° 17' 01" East, a distance of 47.99 feet, to a point; thence
21. South 74° 36' 35" East, a distance of 30.53 feet, to a point; thence
22. North 60° 00' 11" East, a distance of 13.22 feet, to a point; thence

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23. By a curve to the right having a radius of 22.00 feet, a distance of 34.52 feet to the end of said curve; thence

24. South 30° 05' 53" East, a distance of 44.62 feet, to a point; thence

25. South 43° 20' 12" East, a distance of 48.10 feet, to a point; thence

26. South 38° 37' 24" East, a distance of 87.77 feet, to a point at a stone wall in the west line of land shown on said plan as belonging to Milford Masonic Temple Association, Inc., said property being designated by Milford Tax Map identification of Map 21, Lot 22, said point being North 39° 19' 53" East, a distance of 28.22 feet, a distance of 28.22 feet, from a Field Stone Bound (Found), which bound constitutes the southwesternmost corner of Map 21, Lot 22; thence turning to right and proceeding.

27. South 39° 19' 53" East, by the west line of said Map 21, Lot 22, a distance of 14.16 feet, to a point in the south line of said easement; thence

28. North 38° 43' 16" West, a distance of 90.15 feet, to a point; thence

29. North 43° 20' 12" West, a distance of 49.15 feet, to a point; thence

30. North 30° 05' 53" West, a distance of 46.24 feet, to a point at the beginning of a curve to the left; thence

31. By a curve to the left having a radius of 8.00 feet, a distance of 12.55 feet to the end of said curve; thence

32. South 60° 00' 11" West, a distance of 19.08 feet, to a point; thence

33. North 74° 36' 35" West, a distance of 35.57 feet, to a point; thence

34. North 81° 17' 01" West, a distance of 47.15 feet, to a point; thence

35. North 81° 29' 34" West, a distance of 66.86 feet, to a point at the beginning of a curve to the left; thence

36. By a curve to the left having a radius of 43.00 feet, a distance of 43.34 feet, to the end of said curve; thence

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EASEMENT DEED

KNOW ALL BY THESE PRESENTS: That the **Boys & Girls Club of Souhegan Valley, Inc.**, f/k/a Souhegan Valley Boys & Girls Club, Inc., a non-profit corporation duly formed and existing pursuant to the laws of the State of New Hampshire, having a principal place of business at 56 Mont Vernon Street, Milford, New Hampshire 03055 (hereinafter referred to as "Grantor") for valuable consideration, grants to the **Town of Milford**, a municipal corporation duly formed and existing pursuant to the laws of the State of New Hampshire, having a place of business at One Union Square, Milford, New Hampshire 03055 (hereinafter "Grantee")

A non-exclusive sidewalk easement (hereinafter "the Easement") over, across and upon a portion of a certain tract or parcel of land situated on Mont Vernon Street, Milford, Hillsborough County, New Hampshire and being shown on a plan of land entitled: "Tax Map 21, Lot 23, Easement Plan, Boys and Girls Club of Souhegan Valley, 56 Mont Vernon Street, Milford, NH, Owned By: Boys and Girls Club of Souhegan Valley, Prepared For Boys and Girls Club of Souhegan Valley", dated November 21, 2022, with revisions through January 26, 2023, Prepared by T.F. Moran, Inc., and recorded at the Hillsborough County Registry of Deeds as Plan # _____, reference to which plan is made for a more particular description thereof.

The Easement shall be for the purpose of pedestrian ingress to and egress from Mont Vernon Street and the trail along the bank of the Souhegan River including, but not limited to, the bridge leading to and from Keyes Field.

No structures shall be constructed, erected or placed upon the surface of the Easement Area by the Grantee without the prior, express written permission of the Grantor.

The Grantor shall install, maintain and repair a sidewalk suitable for pedestrian use of a sidewalk. No motorized vehicles shall be permitted. The sidewalk may be paved or unpaved at the Grantor's discretion. In no event shall the sidewalk include curbing or other change in grade or elevation between it and the adjacent driveway without the Grantor's express written consent. Lighting may be installed or not at the Grantor's discretion.

The Grantor expressly reserves the right to use the Easement Area for any purpose that does not interfere materially with the reasonable use of the Easement. The Grantor also expressly reserves the right to impose, to post and to modify from time to time rules and regulations regulating the use of the Easement by the general public. This right shall include, but not be limited to, the right to close the sidewalk and to deny access during periods of construction at the Grantor's property or at other such times as the use of the Easement may be unsafe in the discretion of the Grantor.

The Easement Area shall remain the private property of the Grantor subject to the rights of the Grantee herein conveyed. The Grantee shall have neither the right nor the obligation to maintain any improvements constructed, erected or placed within the Easement Area.

The rights granted hereby are expressly intended to permit members of the general public to access the Easement Area for recreational purposes namely walking, jogging and running and accessing the trail along the Souhegan River and accessing Keyes Memorial Field. Accordingly, the Grantor specifically reserves all protections from liability provided under New Hampshire law to private owners of land, including, but not limited to, the protections contained in RSA 508:14 or any similar or successor provisions applicable from time to time.

This Easement shall run with the land as a burden upon the Grantor's land. It's terms may be modified only by an agreement in writing executed by all parties.

For the Grantor's title, see a deed of American Stage Festival dated October 25, 2002, and recorded at the Hillsborough County Registry of Deeds at Book 6745, Page 1227.

Executed as of the _____ day of _____, 2023.

Boys & Girls Club of Souhegan Valley, Inc.

Witness

By: _____
Name: _____
Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023 by _____, the _____ of the Boys & Girls Club of Souhegan Valley, Inc.

Notary Public / Justice of the Peace
My Commission Expires: _____

Executed as of the _____ day of _____, 2023.

Town of Milford

Witness

By: _____
Paul Dargie, Chairman, Board of Selectmen

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023
by Paul Dargie, Chairman of the Board of Selectmen for the Town of Milford.

Notary Public / Justice of the Peace
My Commission Expires: _____

Executed as of the _____ day of _____, 2023.

Town of Milford

Witness

By: _____
Tim Finan, Vice Chair, Board of Selectmen

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023
by Tim Finan, Vice Chair, Board of Selectmen for the Town of Milford.

Notary Public / Justice of the Peace
My Commission Expires: _____

Executed as of the _____ day of _____, 2023.

Town of Milford

Witness

By: _____
Gary Daniels, Selectmen

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023
by Gary Daniels, Selectmen for the Town of Milford.

Notary Public / Justice of the Peace
My Commission Expires: _____

Executed as of the _____ day of _____, 2023.

Town of Milford

Witness

By: _____
Laura Dudziak, Selectmen

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023
by Laura Dudziak, Selectmen for the Town of Milford.

Notary Public / Justice of the Peace
My Commission Expires: _____

Executed as of the _____ day of _____, 2023.

Town of Milford

Witness

By: _____
Dave Freel, Selectmen

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023
by Dave Freel, Selectmen for the Town of Milford.

Notary Public / Justice of the Peace
My Commission Expires: _____

CONSENT

This Consent is given by the Community Development Finance Authority ("CDFA"), a corporation duly formed and existing pursuant to the laws of the State of New Hampshire, having an address of 14 Dixon Avenue, Suite 102, Concord, New Hampshire 03301, holder of the following mortgage:

Mortgage Deed from The Boys & Girls Club of Souhegan Valley, Inc., to Community Development Finance Authority in the face amount of up to \$600,000.00, dated May 18, 2016, recorded with the Hillsborough County Registry of Deeds at Book 8856, Page 1442 ("the Mortgage"),

which Mortgage encumbers the real estate described in said Mortgage ("the Premises"), CDFA hereby consents to the foregoing Easement Deed ("the Easement") and agrees that this Easement shall benefit and burden the Premises as fully and completely as if this Easement had been executed, delivered, and recorded at the Hillsborough County Registry of Deeds prior to the execution, delivery and recording of the Mortgage listed above.

Except as recited above, the Mortgage shall remain in full force and effect and enforceable according to its terms.

Executed this _____ day of _____, 2023.

Community Development Finance Authority

By: _____
Name: _____
Title: _____
(duly authorized)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023
by _____, the _____ (duly
authorized) for the Community Development Finance Authority.

Notary Public / Justice of the Peace
My Commission Expires: _____

**DECLARATION OF
COMMON DRIVEWAY AND UTILITIES EASEMENT**

This Declaration of Common Driveway and Utilities Easement is made this ____ day of _____, 2023 by and between the **Boys & Girls Club of Souhegan Valley, Inc.**, f/k/a Souhegan Valley Boys & Girls Club, Inc., a non-profit corporation duly formed and existing pursuant to the laws of the State of New Hampshire, having a principal place of business at 56 Mont Vernon Street, Milford, New Hampshire 03055 (hereinafter “BGCSV”) and **EMJA Realty, LLC**, a limited liability company duly formed and existing pursuant to the laws of the State of New Hampshire, whose mailing address is P.O. Box 29, Milford, New Hampshire 03055 (hereinafter referred to as “EMJA”).

WITNESSETH:

WHEREAS, BGCSV is the owner of a certain lot or tract of property, known as Tax Map 21, Lot 23, situate off of Mont Vernon Street, in the Town of Milford, Hillsborough County, New Hampshire by virtue of a deed recorded at the Hillsborough County Registry of Deeds at Book 6745, Page 1227; and

WHEREAS, EMJA is the owner of a certain lot or tract of land, known as Tax Map 21, Lot 23-1, situated off Mont Vernon Street, in the Town of Milford, Hillsborough County, New Hampshire by virtue of a deed recorded at the Hillsborough County Registry of Deeds at Book 6561, Page 264, and 6793, Page 575; and

WHEREAS, BGCSV has made application to the Planning Board for the Town of Milford for approval for a revised site plan entitled: “Tax Map 21, Lot 23, Easement Plan, Boys and Girls Club of Souhegan Valley, 56 Mont Vernon Street, Milford, NH, Owned By: Boys and Girls Club of Souhegan Valley, Prepared For Boys and Girls Club of Souhegan Valley”, dated November 21, 2022, with revisions through January 26, 2023, prepared by T.F. Moran, Inc., and recorded at the Hillsborough County Registry of Deeds as Plan # _____ (“the Plan”); and

WHEREAS, BGCSV and EMJA desire that an access to the said properties will be via a common driveway as shown on said Plan.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BGCSV and EMJA declare that Tax Map 21, Lot 23 and Tax Map 21, Lot 23-1 (hereinafter collectively "the LOTS") shall be held, occupied, sold, transferred, and conveyed subject to, and with the benefit of, the terms and conditions hereinafter set forth.

ARTICLE I

Each of the LOTS shall be benefited by and subject to the easements, terms and conditions hereinafter set forth. The area to which the Declaration applies is that area as shown on the Plan as "ACCESS EASEMENT" and hereinafter referred to as the "COMMON DRIVEWAY".

A. ACCESS EASEMENT. The ACCESS EASEMENT shall include the non-exclusive easement to be enjoyed by each of the lot owners, their invitees or guests, in common with the other lot owners, for the purpose of access to, and egress from, each of the LOTS by motorized vehicle, and non-motorized vehicle, and by foot over and upon the COMMON DRIVEWAY. Said easement shall include all rights typically or customarily accompanying such an easement including the right to construct, grade, pave, seal, maintain (including snowplowing and sanding) and repair a private COMMON DRIVEWAY and such above ground or underground facilities, pipes, fill, or other materials reasonably necessary for drainage of the COMMON DRIVEWAY and the right to cut, fill, and construct embankments, and grade within the COMMON DRIVEWAY for the purposes of constructing, maintaining, supporting and protecting from the effects of erosion, the COMMON DRIVEWAY to serve the LOTS. No parking shall be permitted within the COMMON DRIVEWAY. Nor shall any other use be made of the COMMON DRIVEWAY that would interfere with the rights of others entitled to the use thereof.

B. UTILITY EASEMENT. The UTILITY EASEMENT shall include a non-exclusive easement for utility purposes including, but not limited to, the right to install, repair maintain and replace, above or below ground, electric, telephone, cable television, natural gas, water, sewer or other common utilities as the owners of the LOTS may desire from time to time.

C. CONSTRUCTION AND MAINTENANCE. All work within the COMMON DRIVEWAY in the exercise of the rights herein described shall be performed in a good and workmanlike manner in a timely fashion. Upon completion of the work, all disturbed areas shall be cleared of debris, suitably graded and left in an attractive condition. The easement shall include the temporary right, from time to time, to enter upon that portion of the lot or lots subject to or benefitted from the easement adjacent to the COMMON DRIVEWAY, for the purpose of the easement, but all disturbed areas outside the easement area shall be restored to its prior condition upon completion of any such activities.

ARTICLE II

The COMMON DRIVEWAY shall remain private property. Nothing herein shall be construed as an offer of dedication of the COMMON DRIVEWAY as a public highway under common law of the State of New Hampshire. The COMMON DRIVEWAY shall never attain the status of a public street. Nor shall the Town of Milford use the COMMON DRIVEWAY as a public street. The Town of Milford shall have no obligation to maintain the COMMON DRIVEWAY, and neither the Town of Milford, the general public, nor any person have any rights or obligations with respect to the COMMON DRIVEWAY except as expressly provided herein.

ARTICLE III

The owner of Lot 21-23 shall make whatever repairs or improvements to the COMMON DRIVEWAY to facilitate its use as a driveway serving said Lot 21-23 at his own cost and expense. Thereafter, the owner(s) of the LOTS shall each be responsible for a share of the cost of construction, grading, paving, sealing, maintaining (including snowplowing and sanding) and repair of the COMMON DRIVEWAY. The owner(s) of Lot 21-23 and 21-23-1 shall be equally responsible for such costs with respect to the COMMON DRIVEWAY.

In the event that the owner(s) of a Lot fails to pay their proportionate share of common expenses as set forth herein, the other owner(s) shall have a right of action against the defaulting owner(s) in a court of competent jurisdiction and shall be entitled to a lien or attachment against the lot owned by the defaulting owner(s). The defaulting owner(s) who fails or refuses to pay his/her/their share shall be responsible for all costs of collection, including attorneys' fees and costs.

The owner(s) of the above referenced lots shall be responsible for maintaining said COMMON DRIVEWAY in a condition sufficient that it will facilitate reasonable access to both of the Lots serviced by said COMMON DRIVEWAY for ordinary driveway purposes and for emergency vehicles.

ARTICLE IV

This Declaration creates easements only and shall not be construed as creating undivided interest in the COMMON DRIVEWAY. And the COMMON DRIVEWAY shall be used only for the benefit of the LOTS.

ARTICLE V

This Declaration may only be amended by the unanimous consent of the owner or owners of each of the LOTS. No amendment that would be contrary to the zoning ordinance, subdivision regulations or other land use ordinances or regulations of the Town of Milford, or which would

impose any obligation upon the Town of Milford to accept the COMMON DRIVEWAY as public road, or to otherwise maintain it, shall be effective without the written consent of the Town of Milford.

ARTICLE VI

This Declaration shall be binding upon BGCSV and EMJA and each of their respective successors and assigns and shall run with the land as a benefit and burden on each of the LOTS.

Executed as of the _____ day of _____, 2023.

Boys & Girls Club of Souhegan Valley, Inc.

Witness

By: _____
Name: _____
Title: _____
(duly authorized)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023 by _____, the _____ of the Boys & Girls Club of Souhegan Valley, Inc.

Notary Public / Justice of the Peace
My Commission Expires: _____

Executed as of the _____ day of _____, 2023.

EMJA Realty, LLC

Witness

By: _____
Stephen Grzywacz, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023 by
Stephen Grzywacz, Manager of EMJA Realty, LLC.

Notary Public / Justice of the Peace
My Commission Expires: _____

CONSENT

This Consent is given by the U.S. Small Business Administration ("SBA"), having an address of 55 Pleasant Street, Suite 3101, Concord, New Hampshire 03301, holder of the following instruments:

Mortgage by EMJA Realty, LLC to Granite State Economic Development Corporation, dated January 9, 2002, recorded with said Registry at Book 6561, Page 342; *as affected by*

- a. Assignment of Mortgage and Conditional Assignment of Leases by Granite State Economic Development Corporation to U.S. Small Business Administration, dated March 13, 2002, recorded with said Registry at Book 6619, Page 801, and

Conditional Assignment of Leases by EMJA Realty, LLC, as Assignor, to Granite State Economic Development Corporation, as Assignee, dated January 9, 2002, recorded with said Registry at Book 6561, Page 348; *as affected by*

- a. Assignment of Mortgage and Conditional Assignment of Leases by Granite State Economic Development Corporation to U.S. Small Business Administration, dated March 13, 2002, recorded with said Registry at Book 6619, Page 801,

which Instruments encumber the real estate ("the Premises") described in the Instruments (collectively "the Instruments"). SBA hereby consents to the Declaration of Common Driveway and Utilities Easement ("this Declaration") and SBA agrees that this Declaration shall benefit and burden the Premises as fully and completely as if this Declaration had been executed, delivered, and recorded at the Hillsborough County Registry of Deeds prior to the execution, delivery and recording of the Instruments listed above.

Except as recited above, the Instruments shall remain in full force and effect and enforceable according to their terms.

Executed this ____ day of _____, 2023.

U.S. Small Business Administration

By: _____
Name: _____
Title: _____
(duly authorized)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023
by _____, the _____ (duly
authorized) for the U.S. Small Business Administration.

Notary Public / Justice of the Peace
My Commission Expires: _____

CONSENT

This Consent is given by the Community Development Finance Authority ("CDFA"), a corporation duly formed and existing pursuant to the laws of the State of New Hampshire, having an address of 14 Dixon Avenue, Suite 102, Concord, New Hampshire 03301, holder of the following mortgage:

Mortgage Deed dated May 18, 2016, recorded with the Hillsborough County Registry of Deeds at Book 8856, Page 1442,

which instrument encumbers the real estate described in said mortgage ("the Premises"). CDFA hereby consents to the Declaration of Common Driveway and Utilities Easement ("the Declaration") and agrees that this Declaration shall benefit and burden the Premises as fully and completely as if this Declaration had been executed, delivered, and recorded at the Hillsborough County Registry of Deeds prior to the execution, delivery and recording of the mortgage listed above.

Except as recited above, the mortgage shall remain in full force and effect and enforceable according to its terms.

Executed this _____ day of _____, 2023.

Community Development Finance Authority

By: _____

Name: _____

Title: _____

(duly authorized)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this _____ day of _____, 2023
by _____, the _____ (duly
authorized) for the Community Development Finance Authority.

Notary Public / Justice of the Peace
My Commission Expires: _____