

Town of Milford, New Hampshire

Third Amendment of Subdivision Development Agreement

Development Project Known as “The Reserve”

This Third Amendment of Subdivision Development Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021, between Stable Homes at Milford, LLC a New Hampshire limited liability company (hereinafter the “Applicant”) and the Town of Milford, a New Hampshire municipality acting by and through its duly authorized, Planning Board, (hereinafter the “Town”).

**RECITALS**

**WHEREAS**, the Applicant and the Town entered into a Subdivision Development Agreement (the “Agreement”) dated July 1, 2005 and recorded in the Hillsborough County Registry of Deeds at Book 7572, Page 1662, as amended by the Amendment of Subdivision Development Agreement dated February 24, 2010, recorded in the Hillsborough County Registry of Deeds at Book 8183, Page 1708, and as further amended by Second Amendment of Subdivision Development Agreement dated October 19, 2018, recorded in the Hillsborough County Registry of Deeds at Book 9121, Page 2799.

**WHEREAS**, the Applicant required and the Town approved an extension of the dates and deadlines of the On-Site Improvements as set forth in **Exhibit A** to the Agreement.

**NOW THEREFORE**, the parties agree to amend the Agreement by replacing Exhibit A for Off-Site and On-Site Improvements with the **Exhibit A** attached hereto date

\_\_\_\_\_.

TOWN OF MILFORD, NEW HAMPSHIRE  
By Its Planning Board

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_, duly authorized

STABILE HOMES AT MILFORD, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
John P. Stabile, II, Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Town of Milford Planning Board, known to me or satisfactorily proven to be, who indicated that he/she is duly authorized to act on behalf of the Town of Milford Planning Board for the purposes herein.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, personally appeared John P. Stabile, II the Manager of Stabile Homes at Milford, LLC, known to me or satisfactorily proven to be, who indicated that he/she is duly authorized to act on behalf of Stabile Homes at Milford, LLC for the purposes herein.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

### EXHIBIT A

Item #	Description	Estimated Cost	Agreed to Completion Date
	ONSITE		
1	Erosion Control	\$4,688	08/01/2022
2	Excavation	Complete	Complete
3	Gravels and Base Paving	Complete	Complete
4	Drainage	Complete	Complete
5	Sewer	Complete	Complete
6	Water	Complete	Complete
7	Underground Electric	Complete	Complete
8	Finish	\$57,138	08/01/2022