

4275

STATE OF NEW HAMPSHIRE		
DEPARTMENT OF REVENUE ADMINISTRATION		
REAL ESTATE TRANSFER TAX		
****4	THOUSAND	2 HUNDRED AND 75 DOLLARS
MO. I	DAY	YR.
11/30/2011		AMOUNT
		880824
\$ ****4275.00		
X X X X X VOID IF ALTERED X X X X X		

Doc # 0013146 Nov 30, 2011 3:08 PM



Register of Deeds, Carroll County



SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, That I, **AMY C. FLORIA**, having a mailing address of PO Box 11, West Ossipee, Carroll County, New Hampshire (03890), for consideration paid, grant to, **KIM SEIBEL, LLC**, a New Hampshire limited liability company, having a mailing address of 101 Ossipee Lake Road, Tamworth, New Hampshire (03886) *with WARRANTY COVENANTS* the following:

A certain tract or parcel of land located in the Town of Tamworth, County of County, State of New Hampshire, and being Lot No. 3 as shown on a certain Plan entitled "Plan of Subdivision prepared for Bayard W. Kennett, W. Curtis Kennett II, and Julie K. Clark", prepared by White Mountain Survey Co., Inc., dated July 2, 1998, and recorded in the Carroll County Registry of Deeds at Plan Book 167, Page 006, and as more particularly described as follows:

Beginning at a point on the northerly sideline of Ossipee Lake Road, said point being at the southwesterly corner of Lot 5;

Thence running along the northerly sideline of Ossipee Lake Road, on the following courses and distances:

South $68^{\circ} 10' 02''$ West a distance of 92.70 feet to a point;

Clockwise along the arc of a curve with a radius of 1975.00 feet a distance of 255.87 feet to a point at the southeasterly corner of Lot 1;

Thence running North $14^{\circ} 24' 35''$ West along the easterly sideline of said Lot 1, a distance of 234.00 feet to a point at the southwesterly corner of Lot 2;

Thence running North $52^{\circ} 39' 18''$ East along the southerly sideline of said Lot 2, a distance of 329.63 feet to a point at the northwesterly corner of said Lot 5;

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Thence running South 21° 49' 58" East along the westerly sideline of said Lot 5, a distance of 336.75 feet to the point of beginning.

Containing 2.19 acres, more or less.

SUBJECT TO the following easement, restrictions, and covenants for the protection of present and subsequent owners of lots:

- A. All lots are restricted to commercial and/or industrial use only. Limited residential use of lots will be permitted only to the extent that the same is a usual and customary accessory use of the primary commercial and/or industrial use, such as, but not limited to security for a storage facility or handlers for a kennel or veterinary hospital. No abutting or neighboring lot will be limited in its intended commercial and/or industrial use due to objections or concerns being raised due to an accessory residential use on any such lot. The Grantor, in its sole discretion, shall be permitted to rule in advance on the accessory nature of a proposed residential use. In that regard Lot 3 is hereby approved for a one bedroom apartment to be included with, within, and as a appurtenance to a proposed dog kennel.
- B. All owners of said lots are restricted, within the forty (40) foot front and twenty (20) foot side and rear setback and green space protective areas as identified on each lot on said plan, from cutting or removing any trees, which are greater than twelve inches in circumference, at a distance of four and one-half (4 1/2) feet from the ground, unless otherwise agreed to by the Grantee in writing.
- C. Lot 5 and 7, 9 and 11, 13 and 15, 6 and 8, 10 and 12, and 14 and 16 share a driveway that is located and centered on their common boundary. Each of these lots is subject to cross-easements for a shared driveway, permitting all uses normally and customarily used by the public over a public highway for a distance of fifty (50) feet along said common boundary, and thereafter for such other reasonable distance (being no greater than an additional twenty-five (25) feet) to permit the branching off of the individual driveway for each such lot. The owner of the first lot to use the premises will be responsible for constructing the first fifty (50) feet of the common driveway in a manner that will conform to this restriction, and will be entitled to be reimbursed 50% of that cost from the second lot owner at such time the second lot is put to use.
- D. Lot 2 and 4 share a driveway that is located entirely on Lot 4 as shown on said Plan. Lot 4 will be subject to an easement for the benefit of Lot 2 for all uses normally and customarily used by the public over a public

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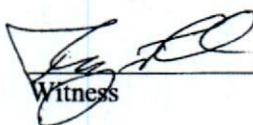
highway for a driveway to be located within the area as shown on said plan. The owner of the first lot to use the premises will be responsible for constructing the first fifty (50) feet of the common driveway in a manner that will conform to this restriction, and will be entitled to be reimbursed 50% of that cost from the second lot owner at such time the second lot is put to use.

These covenants, restrictions and easements shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Grantor or any subsequent owner of Lots 1 - 16 on said plan, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from March 29, 1999, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of Lots 1 - 16 agreeing to change said covenants and restrictions in whole or in part.

MEANING AND INTENDING to describe and convey the premises conveyed by Corrective Warranty Deed of The Kennett Corporation dated October 12, 2000 and recorded at the Carroll County Registry of Deeds at Book 1885, Page 806.

The above described property is not homestead property.

WITNESS my hand this 30 day of November, 2011.



Witness



Amy C. Floria

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, SS.

On this, the 30 day of November, 2011, before me personally appeared **Amy C. Floria**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Timothy J. Sullivan
Notary Public/Justice of the Peace
State of New Hampshire
My Commission Expires:
7/15/2014



Notary Public/Justice of the Peace
My Comm. Expires: _____
Print or Type Name: _____