

Return to: Karyn P. Forbes, Esq.  
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P.O. Box 2703  
Concord, NH 03302-2703

**WARRANTY DEED**

**Great Bay Animal Hospital, LLC**, a New Hampshire limited liability company having a mailing address of 31 New Market Road, Durham, NH 03824 for consideration paid, grant to \_\_\_\_\_, \_\_\_\_\_, **WITH WARRANTY**

**COVENANTS**, the following:

**SEE EXHIBIT A ATTACHED**

EXECUTED THIS \_\_\_\_ day of \_\_\_\_\_, 2015.

**Great Bay Animal Hospital, LLC**

By: \_\_\_\_\_  
James V. McKiernan, Manager

STATE OF NEW HAMPSHIRE  
Rockingham, ss.

On this the \_\_\_ day of \_\_\_\_\_, 2015, personally appeared the above-named James V. McKeirnan, DVM, in his said capacity, on behalf of Great Bay Animal Hospital, LLC, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, before me

\_\_\_\_\_  
Print Name:  
Notary Public/Justice of the Peace  
My Commission Expires:

## EXHIBIT A

A certain parcel of land situated in the Town of Durham, County of Rockingham and State of New Hampshire, being shown as Lot 2 on a plan entitled "Lot Line Adjustment Plan Prepare for Great Bay Animal Hospital, LLC" dated December 12, 2014, prepared by McEneaney Survey Associates, Inc. ("Plan") and recorded in the Strafford County Registry of Deeds as Plan \_\_\_\_, Book \_\_\_\_\_, being more particularly described as follows:

Beginning at point on N.H. route 108, being the southwestern most point of the within described lot; thence running along N.H. Route 108 on a course of N 12°00'40" E for a distance of 146.12 feet; thence continuing along N.H. Route 108 on a course of N 07°29'06" E for a distance of 53.88 feet; thence turning and running N 05°45'44" W for a distance of 151.25 feet; thence running S 74° 00'00" E for a distance of 205.86 feet; thence turning and running N 66°00'00" E for a distance of 93.20 feet; thence turning and running S 69°55'25" E for a distance of 160.92 feet; thence running S 68°47'55" E for a distance of 208.30 feet; thence turning and running S 29°32'07" W for a distance of 81.32 feet; thence running S 33°32'58" W for a distance of 197.67 feet; thence turning and running N 67°32'41" W for a distance of 412.78 feet; thence turning and running N 39°37'29" W for a distance of 235.48 feet to the point of beginning.

Lot 2 contains 3.28 acres, more or less, as shown on the Plan.

This conveyance is together with, and subject to the following restrictions:

- (1) Together with a non-exclusive easement and right-of-way to use the Common Access Easement as a driveway for ingress and egress between Lot 2 and N.H. Route 108, on the Plan. The owners of Lot 1 and Lot 2 shall bear all maintenance, improvement, repair, and snow removal expenses equally for the Common Access Easement from N.H. Route 108 to point at which the Common Access Easement diverts and branches towards Lot 2. The owner of Lot 2 shall be solely responsible for the maintenance, repair, and removal of snow and debris of the remainder of the Common Access Easement. The benefits of this easement granted herein to Lot 2 shall not be extended to any properties other than Lot 2 without the written consent of the owner of Lot 1.
- (2) No buildings, additions, structures, fences, or improvements shall be placed, maintained, erected or caused to be allowed within the westernmost twenty-feet of the within described premises, being shown as the Buffer Area on the Plan. The Buffer Area shall be kept open and unimproved and substantially in its natural vegetative state for so long as a dog kennel or dog day care facility is operated on Lot 2. The grantor, its heirs, successors and assigns, reserves the exclusive right to plant, maintain and/or restore the Buffer Area, and to enforce this restriction. To the greatest extent possible, the Buffer Area shall retain existing vegetation or be planted

with trees native to the locale. The grantor shall have the right to prune, cut or remove any vegetation for safety purposes, for control of non-native species and noxious weeds, or to control in accordance with accepted scientific forestry management practices for diseased or dead vegetation. This restriction shall not prevent the grantee from making use of the Buffer Areas not inconsistent with this restriction. This restriction shall terminate at such time as no dog kennel or dog day care facility is operated on Lot 1.

Meaning and intending to describe and convey the same premises as conveyed to Great Bay Animal Hospital, LLC dated \_\_\_\_\_ and recorded in the Strafford County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ by deed of \_\_\_\_\_ dated \_\_\_\_\_ and recorded in the Strafford County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_.