Return to:
Juliene Joy Conway
56 Windsor Green
Greenland, NH 03840

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: that We, **Paul A. Mooers, Jr., and Marianne J. Mooers, Husband and Wife, Trustees of The Paul A. Mooers, Jr. and Marianne J. Mooers Revocable Trust u/t/a dated May 2, 2016**, of 56 Windsor Green, Greenland, New Hampshire 03840, **FOR CONSIDERATION PAID** grant to **Juliene Joy Conway**, Single, of 3441 Indian Meadows Lane, Charlotte, North Carolina 28210, with **WARRANTY COVENANTS** the following described premises:

A certain tract or parcel of land, with any improvements thereon, located on Windsor Green Road in Greenland, Rockingham County, State of New Hampshire, shown as Lot 16 on Plan entitled "Sandy Brook Corporation, Windsor Green, Breakfast Hill Road, Greenland, NH" dated September 1998, prepared by Altus Engineering, Inc., approved by the Greenland Planning Board on November 19, 1998, and recorded in the Rockingham County Registry of Deeds as Plan D-26790 (the "Plan") to which Plan reference is made for a more particular metes and bounds description.

This conveyance is made subject to easements, conditions and restrictions of record, and as depicted on the Plan, including but not limited to the following:

1. A twenty-five foot (25') slope easement along the northwesterly corner of Lot 16 as it abuts the cul-de-sac.

2. Slope Easement to State of New Hampshire, as described in deed of Stephen A. Sewall and Douglas M. Sewall, Trustees of Breakfast Hill Trust I, II and III, dated 7/3/96 and recorded in Rockingham Registry Book 3165, Page 1721.

3. "30' Drainage and Utility Easement" extending from Windsor Green Road fifteen (15') feet in depth on either side of the common boundary to Lots 15 and 16, as depicted on the Plan.

4. Protective Covenants, Windsor Green Subdivision, Greenland, New Hampshire, declared by Sandy Brook Corporation, dated October 4, 1999 and recorded in the Rockingham County Registry of Deeds at Book 3429, Page 281.

5. The following easements and restrictions, which shall run with the land and are for the benefit of the land shown as "Breakfast Hill Trust I + II + III Tax Map R7, Lot 19" on the plan entitled "ALTA/ACSM Land Title Survey Tax Map 47, Lots 15 & 19" prepared by Little River Survey Company dated January 1999 recorded at the Rockingham County Registry of Deeds as Plan D-26958 (hereafter "Lot 19'):

a. An easement allowing golfers golfing on Lot 19 to enter onto Lots 9, 10, 11, 12, 13, 14, 15 and 16 (the "Burdened Lots") shown on the plan entitled "Sandy Brook Corporation Windsor Green Breakfast Hill Road, Greenland NH" dated September 1998 with revisions through September 28, 1998, prepared by Altus Engineering, Inc. recorded at the Rockingham County Registry of Deeds as Plan D-26790 (hereafter "Plan D-26790") a distance of up to seventy feet from the boundary between the Burdened Lots and Lot 19 to retrieve golf balls.

b. The right and easement to install, use, drain water into and out of, maintain, repair, and replace a pond extending onto the Lots 12, 13, 14 and 15 of the Burdened Lots up to seventy feet from the boundary between Lots 12, 13, 14 and 15 and Lot 19. The Grantee, for itself and its successors and assigns, agrees not to alter the land underlying the pond, enter into, or make any use of the pond.

c. A restriction prohibiting the erection of any fences, swimming pools, playing courts, playgrounds or similar equipment, building, or other structures on the Burdened Lots within seventy feet of the boundary between the Burdened Lots and Lot 19.

d. The grantee, for itself and its successors in title to any of the Burdened Lots, hereby waives any right to make any claim against Breakfast Hill Golf Club, LLC and any subsequent owner of Lot 19, and any invitee thereof, including golfers, for any damage done by any golf balls falling within seventy feet of Lot 19.

e. An easement for installation, use, maintenance, repairs and replacement, at Breakfast Hill Golf Club, LLC's expense, of underground electric, telephone, cable TV conduits and lines from Breakfast Hill Road along the street to be constructed as shown on Plan D-26790, and from that street to Lot 19, along the lot line between Lots 15 and 16 shown on Plan D-26790. (The purpose of this easement is to allow access to power and other utilities for a pump house to be constructed on Lot 19).

f. A restriction prohibiting removal of any tree exceeding five inches in diameter (measured three feet above the ground) situated on the Burdened Lots within twenty-five feet of the boundary between the Burdened Lots and Lot 19.

6. Amendment to Clarify Easement between Breakfast Hill Golf Club, LLC and Sandy Brook Corporation dated October 18, 1999 and recorded in the Rockingham County Registry of Deeds at Book 3431, Page 911 (clarifying paragraph 5(b) above and specifically acknowledging Breakfast Hill Golf Club, LLC's "right to maintain said pond includes, without limitation, the right to mow grass around, fertilize, and otherwise maintain the lands around the pond within said area extending up to seventy (70') feet from the boundary between said Lots 12, 13, 14 and 15 and the BHGC Land").

7. The right of the Town of Greenland, NH, at such time in the future as

a. it extends and builds a continuation of said Windsor Green Road along the current boundary line to Lots 8 and 16 and contemplated and depicted by the Plan, or

b. its Planning Board approved an abutting subdivision plan on the condition that said extension of Windsor Green Road be built to connect the roadway built within the abutting approved subdivision, to deliver written notice to the then owners of Lots 8 and 16 as shown on the Plan, to grant and convey a fee simple interest to the Town in the following described Extension Roadway Property for the purpose of releasing said property to facilitate such roadway extension.

From the then owner of Lot 16 shall be conveyed the following described parcel (the "Extension Roadway Property"):

A certain tract or parcel of land situated at the current terminus of the cul-de-sac of Windsor Green Road in Greenland, Rockingham County, New Hampshire, being a portion of Lot 16, but depicted as Future R.O.W. on Plan entitled "Sandy Brook Corporation, Windsor Green, Breakfast Hill Road, Greenland, NH" dated September 1998, prepared by Altus Engineering, Inc., approved by the Greenland Planning Board on November 19, 1998, and recorded in the Rockingham County Registry of Deeds as Plan D-26790 (the "Plan"), more particularly bounded and described as follows:

Beginning at a granite bound set on Windsor Green Road at the westerly end of the common boundary lines between Lot 8 and Lot 16 as depicted on the Plan; then running along said common boundary line N 43° 05' 16" E a distance of one hundred eighty two and five hundredths (182.05) feet to a 5/8" rebar set at land now or formerly of Richard W. and Mary Coombs; then turning and running along land now or formerly of Coombs S 46° 54' 44" E a distance of twenty five (25.00) feet to a 5/8" rebar; then turning and running S 43° 05' 16" W (twenty five (25.00) feet from and parallel to said common boundary line) to a granite bound set on Windsor Green Road; then turning and running along said Road on a curve to the left having a radius of 65.00 feet a distance of twenty five and sixty-six hundredths (25.66) feet to the point of beginning.

By acceptance of this deed, the owner(s) of Lot 16 shall be bound by these provisions, and agree to make said future conveyance if and when requested, and by acceptance of any mortgage deed or security instrument, or by obtaining an involuntary lien with notice of these provisions, any voluntary or involuntary lien holders having mortgage deeds, security interests, attachments, judgments or any other form of security encumbering Lot 16, shall be subject to the same provisions and shall be deemed to have consented to and joined in the future conveyance by the then owner(s) of Lot 16 of the above described Extension Roadway Property, so that upon the recording of deeds from said then owners, the above-described Extension Roadway Property shall be considered released from any such encumbrances.

Meaning and intending to describe and convey the same premises conveyed to Grantors by deed from Paul A. Mooers, Jr. and Marianne J. Mooers dated December 1, 2016 and recorded in Rockingham County Registry of Deeds at Book 5781, Page 0640.

The undersigned Trustees have full and absolute power in said Trust Agreement to convey any interest in real estate and any improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustees have said power or to see to the application of any trust asset paid to the Trustees for a conveyance thereof.

We, the grantors hereby release all rights of homestead in the above described premises.

Executed this 27th day of June, 2019.

The Paul A. Mooers, Jr. and Marianne J. Mooers Revocable Trust

Paul A. Mooers, Jr., Individually and Trustee

Marianne J. Mooers, Individually and Trustee

State of New Hampshire
County of Rockingham

June 27, 2019

Then personally appeared the above-named Paul A. Mooers, Jr., and Marianne J. Mooers, individually and Trustees of The Paul A. Mooers, Jr. and Marianne J. Mooers Revocable Trust known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed same freely and intelligently, for the purposes contained herein, before me.

PAUL M. GALLO
STATE OF
- MY -
COMMISSION
EXPIRES
SEPTEMBER 13,
2022
NEW HAMPSHIRE
NOTARY PUBLIC

Notary Public/Justice of the Peace
Commission expiration: