Return to:
Andrew H. Sullivan, Esq.
P.O. Box 10354
24 Eastman Avenue
Bedford, NH 03110

20 FOOT WIDE PEDESTRIAN ACCESS EASEMENT

SIGNATURE HOMES, LLC, ("Grantor") a New Hampshire limited liability company having a mailing address 955 Goffs Falls Road, Manchester, New Hampshire 03108 grants to the **Town of Litchfield**, ("**Grante**e") a New Hampshire municipality, having a mailing address of 2 Liberty Way, Litchfield, New Hampshire 03052, its successors and assigns, with QUITCLAIM COVENANTS, a 20-foot wide pedestrian access easement to pass and repass over the "Proposed 20' wide Pedestrian Access Easement" located on the northern line of Lot 14 in Town of Litchfield, County of Hillsborough and State of New Hampshire, as identified and shown on a plan of land entitled " Open Space Subdivision Charles Bancroft Hwy, Litchfield, New Hampshire dated 9-2-2023, last revised 01-16-2024, prepared by The Dubay Group, Inc.", and being recorded in the Hillsborough County Registry of Deeds as Plan # _____ (the "Plan"); said access easement more particularly bounded and described in Exhibit A (the "Easement Area"), annexed hereto and made a part hereof, subject to the following terms:

The PURPOSE of this access easement is to allow passage to and by the Grantee and the public by foot and stroller to and from Tallarico Street and to and from the Open Space Map 18, Lot 62 as shown on the plan located westerly of Lot 14 for the use and benefit of the owners of Lots 1 through and inclusive of Lot 28 as shown on the Plan.

The easement shall be subject to the following conditions:

1. This easement shall burden Lot 14 and be appurtenant and run with the Lot 14

2. Machines, motorized vehicle, skateboards, roller blades, scooters, tricycles or bicycles are not allowed to use the access easement, except for machines and motorized vehicle owned or controlled by the Grantee and that use of same are reasonably necessary to maintain the access easement to achieve its purpose;

3. Grantee shall have the further right and license to authorize and allow the public to use the within-described access easement for its purpose, subject to the herein limitations;

4. No alcohol, illegal drugs or illegal activity shall be permitted on the access easement;

5. Grantee shall be affirmatively obligated to police the easement area to keep it reasonably free and clear of trash and debris left and to assure that no alcohol, illegal drugs or illegal activity are present on the access easement;

6. Grantee shall post and maintain a sign at the beginning on the access way as seen from Tallarico Street, posting the conditions stated in paragraph 2 and 4., above, together with the further condition that " If you are found to have violated the above prohibitions, you will be guilty of a misdemeanor and, in addition to any criminal penalty, shall be prohibited from using this access easement for no less than one year".

7. Grantee shall be solely responsible for any costs, injury or damage to persons or property caused by or arising from the use of the access easement area by the public, the Grantee, or the employees, agents and assigns of the Grantee.

8. The owner(s) of Lot 14, and their successors and assigns shall have no liability for damage or injury to persons or property arising from use of the access easement granted herein by the public, the Grantee, or the employees, agents and assigns of the Grantee.

9. Grantee shall and hereby does agree to indemnify the owner of Lot 14 and the rest of the other lot owners on Tallarico Street, and their successor and assigns, for any cost, damage or injury, including reasonable attorney fees, each incurs arising from the use of the access easement area by the public, the Grantee, or the employees, agents and assigns of the Grantee.

This is not homestead property.

Executed this ____day of _____ 2024

SIGNATURE HOMES, LLC

_____

Reginald J. Moreau,
Its: Manager Duly Authorized

COUNTY OF HILLSBOROUGH **STATE OF NEW HAMPSHIRE**

Reginald J. Moreau, duly authorized Manager of R. J. Moreau Communities, LLC, acknowledged the foregoing instrument before me, the undersigned officer, on behalf of said Limited Liability Company this ___ day of _____, 2024.

_____
Notary Public
Name:
/seal/ My commission expires:

Map 18, Lot 14: 20’ PEDESTRIAN ACCESS EASEMENT

Being a portion of Map 18, Lot 14, Tallarico Street, in the Town of Litchfield, County of Hillsborough and State of New Hampshire, as shown on sheet 8 of 40 of Plan entitled "Tallarico Street Open Space Subdivision Charles Bancroft Hwy Litchfield, New Hampshire for Signature Homes, LLC 955 Goffs Falls Road Manchester, NH 03108 Lot Consolidation & Open Space Subdivision Plan, as drawn by The Dubay Group, Inc., Scale 1” = 40’ dated September 12, 2023 and recorded on _____ at the Hillsborough County Registry of Deeds as Plan No. _____(“The Plan”), and being more particularly described as follows:

Beginning at a granite bound found at the Northeast corner of Lot 14 as shown on the Plan;

THENCE, running South 73 degrees, 46 minutes, 43 seconds West, a distance of 351.84 feet to a bound at the Northwest corner of Lot 14 as shown on the Plan;

THENCE, turning and running South 36 degrees, 45 minutes, 21 seconds East to an iron rod on the western line of Lot 14;

THENCE, turning and running South 73 degrees, 46 minutes, 43 seconds East to and iron rod on the eastern line of Lot 14 at the western line of 50 foot wide “Future Right of Way”;

THENCE, turning and running along a curve having a radius of 275.00 feet, along the westerly line of a said future right of way TO THE POINT OF BEGINNING.

a length of 20.00 feet to an iron pipe or iron rod found

Being shown on said Plan as “Proposed 20’ Pedestrian Access Easement”.