

Judith A. McGrath

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **KENNETH F. CEGELSKI, JR., INDIVIDUALLY AND AS TRUSTEE OF WECANFLY TRUST**, having an address of 117 Drinkwater Road, Hampton Falls, NH 03844 for consideration paid, grants to **TOWN OF GILMANTON**, a municipal corporation, duly established by law, with a mailing address of P.O. Box 550, Gilmanton, NH 03237

WITH WARRANTY COVENANTS, the following described premises:

A certain tract or parcel of land, with the building and improvements thereon, located on the southwesterly side of Province Road a/k/a NH Route 107, Gilmanton, Belknap County, New Hampshire, shown as a portion of Gilmanton Tax Map 413, Lot 19 designated as "Proposed Pound Lot - 10,850 square feet - 0.25 acres" on a plan entitled "Subdivision Plan for Beals Associates, PLLC, Land of Kenneth F. Cegelski Jr., Individually and as Trustee of WeCanFly Trust" through revisions dated November 16, 2015 by Doucet Survey, Inc., which received final approval by the Gilmanton Planning Board on January 14, 2016, recorded in the Belknap County Registry of Deeds as Plan No. ~~L76-50~~ (the "Plan") and more particularly described as follows:
L76-51

Property Address: Rte. 107 (Province Road), Gilmanton, NH

Beginning at a point on the southwesterly side of Province Road (Route 107) in the Town of Gilmanton, County of Belknap, and State of New Hampshire, said point being the northeasterly corner of the parcel herein described; thence along said Province Road the following three courses; S 29° 29' 55" E for a distance of 44.86 feet to a point; thence, S 31° 03' 45" E for a distance of 43.67 feet to a point; thence, S 29° 33' 33" E for a distance of 53.06 feet to a point at Proposed Lot 19-01 as shown on the Plan; thence along said Proposed Lot 19-01 the following seven courses; S 56° 53' 46" W for a distance of 11.71 feet to a point; thence, S 54° 24' 18" W for a distance of 16.57 feet to a point; thence along a curve turning to the left with a delta of 91° 46' 19", a radius of 49.95 feet, a length of 80.01 feet, a chord bearing of N 79° 46' 05" W, and a chord distance of 71.72 feet to a point; thence, N 33° 52' 56" W for a distance of 41.16 feet to a point; thence along a curve turning to the left through a delta of 89° 42' 31", a radius of 50.00 feet, a length of 78.29 feet, a chord bearing of N 11° 02' 30" E, and a chord distance of 70.53 feet to a point; thence, N 55° 53' 45" E for a distance of 19.45 feet to a point; thence, N 54°

42' 41" E for a distance of 20.10 feet to the point of beginning, all as shown on the Plan.

Said area contains 10,850 square feet or 0.25 acres.

This conveyance is made subject to the following protective covenants, the specific purposes of which are as follows:

1. Assure that the area conveyed herein will be retained forever in its natural, undeveloped, open space condition, except for the historic stone structure already existing.
2. Prevent any use or change of the area conveyed herein that would significantly impair or interfere with the historic integrity, natural setting or scenic quality of the Pound.

Use limitations:

Except when deemed necessary for the accomplishment of the above stated purposes by the Board of Selectmen or its agents, the following shall be prohibited:

1. The construction, placing or introduction of structures. Fences for the purpose of securing the lot are permitted with the approval of the Board of Selectmen or its agent.
2. Changes in topography, mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials except as necessary to maintain the integrity of the Town Pound structure.
3. The display of signs except for the identification and protection of the Pound.
4. The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials or burial of materials.
5. Motorized and non-motorized vehicles except as necessary to meet the stated purposes.
6. Hunting and camping.
7. Above-ground utilities.

Permitted uses:

1. Actions necessary to maintain boundaries and the Town Pound structure.
2. The removal of dead, dying or diseased trees or trees which could damage the integrity of the Pound, and the use of acceptable forestry management practices to preserve and maintain a healthy treed buffer.
3. Other activities or actions deemed appropriate by the Board of Selectmen or its agent to promote the above stated purposes.

The Grantee by accepting and recording this deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the

purposes for which this property deed is delivered.

Meaning and intending to describe and convey a portion of the same premises conveyed to Kenneth F. Cegelski, Jr., Trustee of WeCanFly Trust by Quitclaim Deed of Lawrence M. Brewer dated January 25, 2007 and recorded in the Belknap County Registry of Deeds in Book 2377, Page 0106. See also, Warranty Deed from John E. Golding to Kenneth F. Cegelski, Jr. and Lawrence M. Brewer dated July 6, 2004 and recorded at Belknap County Registry of Deeds in Book 2063, Page 0027.

CERTIFICATE OF TRUSTEE PURSUANT TO RSA 564-A:7, II

PURSUANT TO RSA 564-A:7, II, the undersigned trustee(s) as Trustee(s) under the **WeCanFly Trust**, created under trust agreement dated January 26, 2001 (as amended), and thereto has full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the trustee(s) has said power or is properly exercising said power or to see to the application of any trust asset paid to the Trustee(s) for a conveyance thereof.

The undersigned Trustee, upon oath, does depose and say that the said Trust is in full force and effect; that the same has not been further amended, altered, dissolved or liquidated; and that he is the sole Trustee of said Trust.

This is not homestead property.

EXECUTED this 7TH day of MARCH, 2016.

**KENNETH F. CEGELSKI, JR.,
INDIVIDUALLY AND AS TRUSTEE
OF WECANFLY TRUST**

Paul C. Bussard

Witness

By: Kenneth F. Cegelski, Jr.
Kenneth F. Cegelski, Jr.

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap, ss.

On this 7th day of March, 2016, before me, personally appeared Kenneth F. Cegelski, Jr., Trustee of WeCanFly Trust, as duly authorized Member, known to me, or proven to me through satisfactory evidence of identification, to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

Stephanie O. Fogg
Notary Public/Justice of the Peace
Printed Name: Stephanie O. Fogg
My Commission expires: January 2018

