

Rand Burnett
@Desk

Doc # 1710739 Dec 14, 2017 3:11 PM
Book 3011 Page 0132 Page 1 of 6
Register of Deeds, Cheshire County
Anna Z. Tilton
Anna Z. Tilton-Register of Deeds

Return to:
Preti Flaherty
P.O. Box 1318
Concord, NH 03302-1318
Attn: SCL



QUITCLAIM DEED

The **CITY OF KEENE**, a New Hampshire municipal corporation, with a principal place of business at 3 Washington Street, Keene, Cheshire County, New Hampshire 03431 ("**Grantor**"), for consideration paid, hereby grants to **HEBERTON ADVANCEMENT, LLC**, a New Hampshire limited liability company, with a principal place of business at 51 Railroad Street, Suite 101, Keene, Cheshire County, New Hampshire 03431 ("**Grantee**"), with QUITCLAIM COVENANTS, all its right, title, and interest in and to:

A certain tract or parcel of land, with the buildings thereon situated on the northerly side of West Street, KEENE, Cheshire County, New Hampshire (the "**Premises**"), being shown on a plan entitled "Proposed Easement Plan Over Tax Map Parcels [001-01-006] & [001-01-007], Winter & West Street, Keene, Cheshire County, New Hampshire," prepared by SVE Associates, dated 11/14/2017, and recorded in the Cheshire County Registry of Deeds ("**Registry**") herewith, as Plan No. 17165 (the "**Plan**") and being bounded and described as follows:

Beginning at a 12" x 12" granite bound at the southeast corner of the Premises and the southwest corner of other land of Grantor, as described in the Warranty Deed of Julia B. Thayer and Margaret C. Chapin to the City of Keene dated December 12, 1898 and recorded in the Cheshire County Registry of Deeds ("**Registry**") at Book 318, Page 241 (the "**Library Lot**");

thence running northerly along the westerly sideline of the Library Lot North 01° 28' 04" East a distance of two hundred thirty-eight and 91/100 (238.91) feet to a brass cap in the southerly sideline of Winter Street;

thence turning and running along the sideline of Winter Street North 87° 00' 06" West a distance of one hundred twenty-five and 01/100 (125.01) feet to a railroad spike;

thence turning and running along land now or formerly of the Cheshire Housing Trust and West Street, LLC South 04° 26' 40" East a distance of two hundred forty-five and 76/100 (245.76) feet to a 12" x 12" granite bound on the northerly side of West Street;

thence turning and running along the northerly sideline of West Street South 89° 52' 03" East a distance of one hundred fifty and 00/100 (150.00) feet, to the point of beginning.

Being all of the premises conveyed to the Grantor by Warranty Deed of Jerusalem Lodge No. 104 Masonic Association recorded on February 4, 2003, at Book 1973, Page 272, of the Registry.

This conveyance is made subject to, and with the benefit of that certain "Cross-Easement Agreement" between Grantor and Grantee, of near or even date, recorded herewith. Pursuant to Section 11, "Ownership Allocations," of the Cross-Easement Agreement, upon construction of the Connector Building therein referenced, title to that portion of the Connector Building situated upon Parcel B therein, being other land of Grantor, up to the exterior surface of the Library Building, as therein referenced, shall be vested in Grantee. Accordingly Grantor grants to Grantee right, title and interest in said portions of the Connector Building, constructed or to be constructed on Parcel B, subject to and with the benefit of the Cross-Easement Agreement.

Reference is also made to an "Agreement Among The Trustees of the Keene Public Library, The Friends of the Keene Public Library, and The City of Keene, New Hampshire" (the "**Library Agreement**") recorded on February 4, 2003, at Book 1973, Page 262, of the Registry. In accordance with the terms and conditions of the Library Agreement, the Trustees of the Keene Public Library ("**Trustees**"), and The Friends of the Keene Public Library ("**Friends**"), acting through their duly authorized representatives, join in the execution of this Quitclaim Deed, and authorize this conveyance consenting to all of its terms applicable to the Library Agreement.

By this conveyance the Grantor Trustees and Friends state that all revisions, terms and conditions of the Library Agreement are deemed satisfied, released, or waived, as may apply, with only the following conditions, as modified from the Library Agreement, continuing as a covenant running with the Premises (the "**Library Covenant**");

"The Premises shall be used primarily for library purposes." "Primarily for Library Purposes" shall mean that the use of the Premises shall include, but not be limited to its use as a free public library, its related programs and activities, reading rooms, lecture rooms, parking for such library use, and other usual customary uses for a public library ("**Library Use**") and for other civic, benevolent, educational and charitable purposes, including without limitation, the use of the Premises for the City of Keene, and the Keene community, their meetings and activities (all such further purposes being the "**Further Permitted Uses**"), so long as Further Permitted Uses do not unreasonably interfere with the Library Use of the Premises.

By joining in the execution of this Quitclaim Deed from Grantor to Grantee, the City of Keene, the Trustees and the Friends will have satisfied that condition in the Library Agreement that any amendment thereto be in writing and recorded in the Registry. Any further amendment to the Library Covenant shall also be by agreement of the City of Keene, the Trustees and the Friends, in writing and recorded in the Registry, and the City of Keene, the Trustees and the Friends shall together or separately have standing to enforce the Library Covenant.

Homestead rights do not apply to this conveyance.

The Grantor is exempt from the New Hampshire Transfer Tax pursuant to NH RSA 78-B:2,I.

No further text. Signature pages follow.

Signature page to Quitclaim Deed

WITNESS its hand this 14th day of December, 2017.

CITY OF KEENE

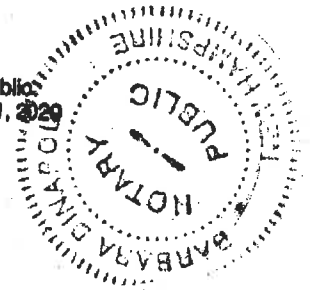
Witness: Barbara DiNapoli By: Elizabeth A Dragon
Elizabeth Dragon, City Manager
Duly authorized

STATE OF NEW HAMPSHIRE
CHESHIRE, SS

On this the 14th day of December, 2017, before me, the undersigned officer, personally appeared Elizabeth Dragon, who acknowledged herself to be the City Manager of Keene, New Hampshire, a municipal corporation, and that she as such City Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Barbara DiNapoli
Notary Public / Justice of the Peace

BARBARA DINAPOLI, Notary Public
My Commission Expires October 21, 2029



Signature page to Quitclaim Deed

Joined this 14 day of December, 2017, by:

THE TRUSTEES OF THE
KEENE PUBLIC LIBRARY

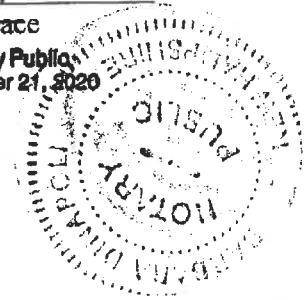
Barbara Dinapoli
Witness

By: Paul Henkel
Print name: Paul Henkel
Its: Member
Duly authorized

STATE OF NEW HAMPSHIRE
CHESHIRE, SS

On this the 14 day of December, 2017, before me, the undersigned officer, personally appeared Paul Henkel, who acknowledged himself/herself to be ~~the~~ a member of The Trustees of the Keene Public Library, and that he/she as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Barbara Dinapoli
Notary Public / Justice of the Peace
BARBARA DINAPOLI, Notary Public
My Commission Expires October 21, 2020



Signature page to Quitclaim Deed

Joined this 14th day of December, 2017, by:

THE FRIENDS OF THE
KEENE PUBLIC LIBRARY

Barbara Dinapoli
Witness

By: Jane Pitts
Print name: Jane Pitts
Its: Member
Duly authorized

STATE OF NEW HAMPSHIRE
CHESHIRE, SS

On this the 14th day of December, 2017, before me, the undersigned officer, personally appeared Jane Pitts, who acknowledged himself/herself to be ~~the~~ a member of The Friends of the Keene Public Library, and that he/she as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Barbara Dinapoli
Notary Public / Justice of the Peace
BARBARA DINAPOLI, Notary Public
My Commission Expires October 21, 2029

