

After recording, return to:
City of Concord
City Hall
Engineering Services Division
41 Green Street
Concord, NH 03301

***DEED OF EASEMENT
PERMANENT PUBLIC STORMWATER DRAINAGE EASEMENT***

MICKEY MOUSE & DONALD DUCK, INC. having an address of **450 Lexington Avenue, Fl. 13, City of New York, New York County, State of New York 10017** (“Grantor”), for consideration paid, grants to the **CITY OF CONCORD**, having an address of 41 Green Street, City of Concord, Merrimack County, State of New Hampshire 03301 (“Grantee”), with QUITCLAIM COVENANTS, the following permanent public stormwater drainage easement, situated on Grantor’s land located at **99 Alphabet Street**, Concord, Merrimack County, State of New Hampshire (“Property”), with the perpetual right and easement to enter upon and to construct, lay, or build, and to reenter as necessity may require, to repair, replace, or maintain a pipe or pipes, manholes, swales, storm water detention areas and outfall, and appurtenances, in, on, or through a portion of the Property, together with the right of ingress and egress. Said portion of land is located on a piece of property known as **Map 8888Z, Lot 88** on the City of Concord Assessor’s Maps, and is shown as a **“20’** Public Stormwater Drainage Easement to be Conveyed to the City of Concord, **20,073 Sq. Ft. or 0.46 Ac.”** (“Easement Area”) on the Plan entitled “Public Stormwater Drainage Easement Plat prepared for The City of Concord land of **Mickey Mouse & Donald Duck, Inc. Tax Lot 8888Z Lot 88, 99 Alphabet Street Concord, NH,**” dated **November 21, 2024**, to be recorded at the Merrimack County Registry of Deeds concurrently herewith. Said Easement Area is more particularly described as follows:

Permanent Public Stormwater Drainage Easement

Beginning at a point situated on the easterly sideline of Storrs Street, said point being the northwesterly most corner of land of Brixmor Capitol SC, LLC, further identified

as Tax Lot 7412Z, Lot 1; thence
North 76° 29' 37" East along other land now or formerly of Brixmor Capitol SC,
LLC, further identified as Tax Lot 7412Z Lot 1A, a distance of 219.50 feet to a point
at the southeast corner of said Lot 1A; thence
North 59° 49' 52" East across the land of the Grantor a distance of 170.61 feet to a
point; thence
South 29° 41' 55" East across the land of the Grantor a distance of 162.08 feet to a
point at land now or formerly of Northern Railroad; thence
South 29° 41' 55" East along said Railroad land a distance of 84.07 feet to a point;
thence
South 16° 52' 25" East along land of said Railroad a distance of 387.05 feet to a
point; thence
South 73° 49' 29" West across the land of the Grantor a distance of 20.00 feet to a
point; thence
North 16° 52' 25" West across the land of the Grantor a distance of 384.56 feet to a
point; thence
North 29° 41' 55" West across the land of the Grantor a distance of 223.74 feet to a
point; thence
South 59° 49' 52" West across the land of the Grantor a distance of 153.37 feet to a
point; thence
South 76° 29' 37" West across the land of the Grantor a distance of 222.41 feet to a
point at the easterly sideline of Storrs Street; thence
North 13° 34' 36" West along the easterly sideline of Storrs Street a distance of 20.00
feet to the point of beginning.

Containing 20,073 Sq. Ft. or 0.46 Ac.

Meaning and intending to describe and convey a permanent public stormwater drainage easement across a portion of the premises conveyed to Centro Heritage Capitol SC LLC, by deed of NH Heritage Limited Partnership, recorded on November 9, 2006 in the MCRD at Book 2943, Page 427. Centro Heritage Capitol SC LLC changed its name to Mickey Mouse & Donald Duck,

Inc. on December 13, 2011. See Application for Amended Registration for Foreign Limited Liability Company on file with State of New Hampshire Secretary of State's Office.

The Grantee shall keep and maintain the stormwater facilities and associated equipment, at the Grantee's sole cost and expense: (i) in good, safe condition and repair; and (ii) sufficient in all respects for their use as contemplated by this Easement Deed.

The Grantee consents to the construction and maintenance of the private improvements (the "Private Improvements") as contemplated on a site plan set with a cover sheet entitled "Hungry Shopping Plaza, Anchor Reposition Project, 99 Alphabet Street, Concord, NH," dated August 28, 2024, revised through _____, prepared by Daisy Duck Engineering, filed in the records of the Concord Community Development Department as Private Plan Number 4526 (the "Site Plan"), which include, but are not necessarily limited to pavement and driveways, vertical granite curbing, landscaping, underground electric, underground telephone, etc.

With the exception of the Private Improvements, the Grantor, its successors, and assigns, agrees that it will not, without the consent of the Grantee, alter, erect, or maintain any building or other structure, upon the above-described easement area that may unreasonably interfere with or endanger the above-granted rights and easement or the operation and maintenance thereof, and that the Grantee may cause to have removed any such building or structure, that may be wholly or partly within the above-described easement area at the expense of the then owner of the land upon which the above-described easement lies.

Grantor shall provide notice to the Grantee prior to performing excavation and other construction work in the Easement Area. Notification to the Grantee shall be addressed to the City Manager, 41 Green Street, Concord, NH, with a courtesy copy sent to the Director of General Services, City of Concord, 311 North State Street, Concord, NH 03301, and the City Engineer, City of Concord, 41 Green Street, Concord, NH 03301.

In the event that it becomes necessary for the Grantee to excavate, repair, replace,

maintain, or enlarge the public stormwater drainage facilities within the Easement Area, the Grantee may remove any earth and any Private Improvements within the Easement Area, provided that the Grantee shall use reasonable best efforts to minimize damage to any Private Improvements caused by such work. Grantor shall be responsible for repairing or replacing any Private Improvements at its sole expense to conform to the Site Plan. Except in the event of emergency work, the Grantee, shall provide a 72-hour written notice to Grantor prior to work and, to the extent possible, coordinate with Grantor to minimize damages to any Private Improvements caused by such work.

Grantor acknowledges and understands that in the event the Grantee needs to repair, replace, maintain, or enlarge the public stormwater drainage facilities within the Easement Area, the Private Improvements could be obstructed for an unknown period of time. Grantor agrees to accommodate such repair work; provided, however, the Grantee shall use reasonable best efforts to maintain access and use of the driveway during such work and, except in case of emergency, no work will be performed during the months of November and December. In addition, the Grantee is permitted to access the Easement Area on or across the Property when needed to perform inspections of the public stormwater drainage facilities, however, agrees that such right of access shall not unreasonably interfere with the use of the Property.

Executed on this _____ day of _____, 2024.

MICKY MOUSE & DONALD DUCK, INC

By: _____
Minnie Mouse
Its President
Duly Authorized

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 2024, by the above-named Minnie Mouse, and acknowledged the foregoing to be their act and deed as President of Mickey Mouse & Donald Duck, Inc.

Justice of the Peace/Notary Public