

## CONSERVATION EASEMENT DEED

Brookside Development Corporation, Post Office Box 862, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executives, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grants to the Rockingham County Conservation District, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 32 Front Street, Town of Exeter, New Hampshire, 03833, being a publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to S501 (c) (3) of the US Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns) with WARRANTY covenants, in perpetuity the following described Conservation Easement pursuant to RSA 477:45-48 exclusively for conservation purposes, namely:

1. The preservation of the land and the Great Bay Estuary to which it provides access and on which it fronts;
2. The protection of the natural habitat of waterfowl and aquatic life of the Great Bay Estuary;
3. The preservation of open spaces in a rapidly developing area, particularly the outstanding forest land, shorelands and tidal marshes of which the land area subject to this Conservation Easement consists, for the scenic enjoyment of the general public; and
4. The conservation of this land consistent with the goals and policies of the Rockingham County Conservation District, the State of New Hampshire in including this land within the proposed boundaries of the Great Bay National Estuarine Sanctuary, and the federal government in working with the State of New Hampshire to designate Great Bay as a site within the system of National Estuarine Sanctuaries.

The granting of this Conservation Easement is being made with the intention and understanding of both the Grantor and the Grantee that, if and when the federal government designates Great Bay as a National Estuarine Sanctuary, and if and when the Squamscott River Area is included within the boundaries of the Great Bay National Estuarine Sanctuary, the land area subject to this Conservation Easement hereby granted shall be included as part of the Squamscott River Area of the Great Bay National Estuarine Sanctuary. Further, it is the intention of both the Grantor and the Grantee that the appraised value of this Conservation Easement, as determined by a qualified independent appraiser, be available to be used by the State of New Hampshire as nonfederal match for an equal amount of federal acquisition and development funds through the National Estuarine Sanctuary Program. Should the Squamscott River Area not be included within the boundaries of the Great Bay National Estuarine Sanctuary, or should the federal government not designate Great Bay as a National Estuarine Sanctuary, it is still the intention of both the Grantor and the Grantee to execute and comply with the provisions of this

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Rockingham County  
Registry of Deeds  
26257

**Conservation Easement.**

Said Conservation Easement is hereby granted with respect to that certain parcel of land (hereinafter referred to as the "Property") being unimproved land situated in the Town of Stratham, County of Rockingham, the State of New Hampshire, more particularly bounded and described as follows/as set forth in Appendix "A" attached hereto and made a part hereof. The Conservation Easement hereby granted with respect to the Property is as follows:

**1. USE LIMITATIONS/MANAGEMENT OBJECTIVES**

- A. There has been a Conservation Plan prepared for the Property that provides general guidelines for the current and future use of the Property. The Conservation Plan addresses wildlife management needs, appropriate forest management activities and passive recreational use of the Property, and it provides any other applicable guidelines for conservation of the natural resources. The Conservation Plan has been prepared by the District Conservationist for the County, in consultation with the U.S. Soil Conservation Service, has been submitted to both the Grantor and the Grantee for their review and approval, and has been approved prior to the execution of this Conservation Easement Deed. The Grantor and the Grantee shall meet at least annually, and more frequently at the request of either party, to review the Conservation Plan and, where appropriate, to develop more specific recommendations for carrying out certain aspects of the Plan. Said Conservation Plan, and any subsequent recommendations, is incorporated herein by reference.
- B. The Property shall be maintained in perpetuity as open space, wildlife habitat and passive recreation land, without there being conducted thereon any industrial or commercial activities.
- C. Wildlife management activities on the Property shall be conducted in accordance with the Conservation Plan. In general, such activities shall be limited to management of existing habitat and minor improvements (such as tree thinning to improve understory vegetation, or opening of small areas to provide a greater diversity of habitats). Any wildlife management activities shall be carried out under the guidance of the Wildlife Biologist for the U.S. Soil Conservation Service and the District Conservationist for the County.
- D. There shall be no hunting on the Property.
- E. The provision of passive recreational opportunities, and any passive recreational activities, on the Property shall be conducted in accordance with the Conservation Plan. Passive recreational activities on the Property shall be limited to pedestrian trails, cross-country ski trails, picnicking at designated picnic sites, and boating. Any access point for boating must be developed in accordance with Stratham's Wetlands and Shoreland Protection Districts, and shall be developed under the guidance of the Wildlife Biologist for the U. S. Soil Conservation Service and the District Conservationist for the County. There shall be no motorized vehicles on the Property, with the exception of emergency and maintenance vehicles.

- F. Forest management activities on the Property shall be conducted in accordance with the Conservation Plan. Such activities shall be limited to selective cutting of trees to improve the overall health of the stand, thinning for wildlife, and fuel wood cutting. In addition, forest management activities shall be in accordance with the currently acceptable practices as promulgated by the U.S. Forest Service and as further defined by the Cooperative Extension Service and/or the County Forester.
- G. The Property shall not be subdivided.
- H. No structure or improvement such as a road, dam, fence, bridge, culvert, or shed shall be constructed, placed or introduced onto the Property except as necessary and desirable in the accomplishment of the conservation or passive recreational uses of the Property by the Grantor and in accordance with the Conservation Plan for the Property. Any such structure or improvement must receive prior approval of the Grantee.
- I. No changes in topography, surface or subsurface water systems, wetlands, wildlife habitat or other such characteristics shall be allowed except as necessary and desirable in the accomplishment of the conservation or passive recreational uses of the Property by the Grantor and in accordance with the Conservation Plan for the Property. Any such change must receive prior approval of the Grantee.
- J. No signs, billboards or outdoor advertising structures shall be displayed on the Property except as necessary and desirable in the accomplishment of the conservation or passive recreational uses of the Property by the Grantor and in accordance with the Conservation Plan for the Property. Any such structure must receive prior approval of the Grantee.
- K. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials from the Property, except in connection with any improvements made pursuant to the provisions of paragraphs C, E, F, H, I or J above.

**2. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE**

- A. Grantor agrees to notify the Grantee in writing within 30 days of the transfer of title of the Property.
- B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

**3. BENEFITS, BURDENS AND ACCESS**

- A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity, the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable to any public agency having and performing governmental functions, or to any qualified organization within the meaning of Section 170 (h) (3) of the United States Internal Revenue Code of 1954 as presently amended, and as the same may hereafter be amended or changed from time to time, which organization has among its purposes the conservation or preservation of land and water areas, and any such assignee shall have like power of assignment.
- B. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to enforce this Conservation Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement Deed.

**4. ENFORCEMENT OF EASEMENT**

- A. The Grantor (including any heirs, successors or assigns) and the Grantee (including any successors, assigns or any official designee for the purpose of carrying out this section of the Conservation Easement Deed) shall meet at least annually to review the provisions and enforcement of this Conservation Easement.
- B. When a breach of this Conservation Easement comes to the attention of the Grantee, it shall notify the then owner of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.
- C. Said Owner shall have 30 days after receipt of such notice to undertake those actions which are reasonably calculated to swiftly cure the conditions constituting said breach.
- D. If said Owner fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach; and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by said owner, provided said owner is determined to be directly or indirectly responsible for the breach.

5. CONDEMNATION

- A. Whenever all or part of the Property is taken in exercise of eminent domain so as to abrogate in whole or in part the Conservation Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking, with all expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the damages recovered shall be distributed among the Grantor and the Grantee in proportion to the value of their interests in that part of the Property condemned.

6. ADDITIONAL EASEMENT

- A. Should the Grantor decide that the expressed purposes of this Easement Deed could better be effectuated by the conveyance of an additional easement in or interests in the Property to the Grantee, such conveyance may be made provided the Grantee will accept delivery thereof.

7. ARBITRATION OF DISPUTES

- A. Any dispute arising under this Easement Deed shall be submitted to arbitration in accordance with RSA 542.
- B. The Grantor and the Grantee shall each choose an arbitrator and the arbitrators so chosen shall choose a third arbitrator.
- C. A decision with respect to any such dispute by two or the three arbitrators shall be binding upon the parties and shall be enforceable as part of this Easement Deed. The Grantee, by accepting and recording this Easement 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 conservation purposes for which this Easement Deed is delivered.

W2551 P1667

IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of

June, 1985.

WITNESS:

Chris Sumner  
Brookside Development Corporation  
BY John B. Dabney  
John B. Dabney, President

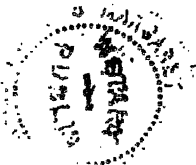
Chris Sumner  
Brookside Development Corporation  
BY David N. Forman  
David N. Forman, Vice-President

The State of New Hampshire

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Personally appeared John B. Dabney & David N. Forman who  
acknowledge the foregoing to be their voluntary act and deed.

Before me,



Margaret A. Titus  
Justice of the Peace/Notary Public

Commission Expires 05-05-87

ACCEPTED BY:

BK2551 P1668

John L. Conner  
Chairman, Rockingham County Conservation District

IN WITNESS WHEREOF, I have hereunto set my hand this 78 day of  
June, 1988.

WITNESS:

Chas. Sumner

Personally appeared John L. Conner who acknowledge the  
foregoing to be their voluntary act and deed. Before me,

Emeline A. Hoig  
Justice of the Peace/Notary Public  
My commission expires September 21, 1988



# JOHN W. DURGIN ASSOCIATES, INC.

ESTABLISHED 1919

Engineers

Architectural Designers

Surveyors

## Conservation Easement to The Rockingham County Conservation District

### Appendix A

A certain tract or parcel of land situate in Stratham, Rockingham County, New Hampshire, bounded and described as follows: beginning at a stonewall corner, it being a southerly corner of the parcel herein described, at land of James E. Brooks and June B. Croissant and land of Wayne E. and Linda M. Lash, thence running North 37°-56'-15" West 82.68 feet and North 38°-54'-45" West 100 feet by land of said Lash to a point; thence running North 38°-10'-45" West by lands of Lash, Richard and Marilyn Young, Paula A. and Noreen A. Fanulari and in part by land of Brian R. and Judith M. Greene 490.78 feet to a point; thence continuing North 39°-03'-45" West in part by land of Greene and in part by land of Alan J. and Gail D. Cerrone 204.01 feet to a point; thence continuing North 37°-54'-15" West in part by land of Cerrone and in part by land of Thomas S. and Alice G. Syrmos 199.44 feet to a point; thence continuing North 39°-51'-15" West by said Syrmos land 220.07 feet to a corner at land of John Gifford; thence continuing in part by land of said Gifford and in part by land of the Town of Stratham the following courses and distances:

North 40°-01'-30"	West	70.03 feet
North 44°-19'-25"	West	54.50 feet
North 35°-48'-20"	West	65.17 feet
North 41°-35'-10"	West	74.37 feet
North 41°-20'-35"	West	201.40 feet
North 56°-35'-20"	West	103.06 feet
North 85°-34'-00"	West	116.78 feet
North 44°-45'-00"	West	13.32 feet
North 24°-58'-30"	West	305.03 feet
North 54°-29'-10"	West	79.38 feet
North 27°-22'-10"	West	110.79 feet
North 32°-27'-15"	West	79.50 feet
North 41°-57'-30"	West	112.90 feet
North 62°-15'-50"	West	211.81 feet
North 50°-41'-25"	West	197.35 feet
North 77°-19'-55"	West	80.73 feet
North 67°-54'-30"	West	119.72 feet and
North 52°-28'-55"	West	65 feet more or less to the

Squamscott River; thence turning and running easterly and northerly by said Squamscott River 1890 feet more or less to the southerly side of land of the Boston and Maine Corporation, thence turning and running South 83°-42'-45" East 285 feet more or less and North 06°-17'-15" East 16.50 feet by said Boston and Maine Corporation land to a corner at land of Home Tech, Inc.; thence

800 GREENLAND ROAD  
PORTSMOUTH, NEW HAMPSHIRE 03801-4197  
(603)-436-3557 (603)-964-9010

190 CHARLES STREET  
ROCHESTER, NEW HAMPSHIRE 03867  
(603)-332-6933



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turning and running by said Home Tech, Inc. land the following courses and distances:

South 12°-01'-55" East 58.60 feet  
 South 06°-38'-10" West 116.88 feet  
 South 15°-21'-45" West 175.60 feet  
 South 07°-58'-40" West 36.65 feet  
 South 24°-53'-20" East 173.72 feet  
 South 26°-24'-20" East 162.27 feet  
 South 14°-24'-10" East 79.08 feet  
 South 39°-56'-15" East 141.14 feet and  
 South 51°-32'-45" East 257.67 feet to land of Gary A.

and Nancy E. Holt; thence turning and running South 47°-51'-10" West 132.00 feet; South 46°-37'-10" East 222.93 feet; South 50°-50'-10" West 674.46 feet and South 34°-00'-50" East 561.00 feet by said Holt land to a stonewall corner at other land of the grantor; thence turning and running South 06°-30' West by other land of the grantor 270 feet more or less to a brook; thence following said brook in a general southeasterly direction 1700 feet more or less to land now of formerly of Saidla; thence turning and running by said Saidla land South 63°-10'-55" West 15 feet more or less and South 50°-10'-25" West 165.00 feet to a stonewall at land of James E. Brooks and June B. Croissant; thence turning and running by said Brooks and Croissant land North 37°-02'-10" West 336.00 feet and South 51°-57'-25" West 231.52 feet to a stonewall corner and the point of beginning. Containing 51.1 acres more or less. Meaning and intending to describe parcel as shown on "Conservation Plan, Salt River, A Condominium, Stratham, N.H." dated April 12, 1985, being Plan No. 50237-3C, by John W. Durgin Associates, Inc.