

BK3623PG2465

CONSERVATION EASEMENT DEED

NOW COMES, EXETER-RC, LLC, a New Hampshire Limited Liability Company with an address of 142 Portsmouth Avenue, Stratham, New Hampshire, (hereinafter sometimes referred to as the "Grantor", which word, where the context requires, includes the plural and shall, unless the context clearly indicated otherwise, include the Grantor's successor and/or assigns);

FOR CONSIDERATION PAID, grants to **Town of Stratham** c/o its Conservation Commission of Stratham, County of Rockingham and State of New Hampshire, contributions to which are deductible for Federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee", which would 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 on land in the Town of Stratham, County of Rockingham, State of New Hampshire, described as certain tracts or parcels of land consisting of 1.6 acres, and 17.53 acres as delineated on a plan entitled "Easements Plan Access and Wells The Vineyards at Stratham" to be recorded in the Rockingham County Registry of Deeds. The legal description of the easement areas are attached hereto as Exhibit A, (hereinafter referred to as the "Property") pursuant to New Hampshire RSA 477:45-47 and RSA 674:21-a, exclusively for conservation purpose, namely:

1. To insure that the Property will be retained forever in its undeveloped, scenic, and open space condition, and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To preserve the land subject to this Easement for the outdoor recreation by and/or the education of the general public, and particularly its school-age children, through the auspices of the Grantee, its permitted successors or assigns; and
3. To preserve open spaces, particularly the forest land and wetlands, of which the land area subject to this Easement granted hereby consists, for the scenic enjoyment of the general public and consistent with New Hampshire RSA Chapter 79-A:1 which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources" to yield significant public benefit in connection therewith;

all consistent and in accordance with the U.S. Internal Revenue Code, with respect to the "Property" being unimproved land situated in the Town of Stratham, County of

057612

2001 AUG -3 PM 3:04

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

BK3623PG2466

Rockingham, State of New Hampshire, more particularly bounded and described as set forth in Exhibit A.

The Conservation Easement hereby granted with respect to the Property is as follows:

1. **USE LIMITATIONS**

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial, commercial or residential activities, except agriculture, forestry, recreation and education as described below, and provided such activities will not cause significant pollution of surface of subsurface waters or soil erosion.

- i. For purposes hereof, "agriculture" and "forestry" shall include agriculture, animal husbandry, floriculture and horticulture activities.
- ii. Agriculture and forestry on the Property shall be performed to the extent possible in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not material impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

B. ^{Structure} No dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, or mobile home shall be constructed, placed or introduced onto the Easement Area. Ancillary structures or improvements such as a road, dam, fence, bridge, culvert, may be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site, land-based agricultural, forestry, conservation, non-commercial outdoor recreational uses and Reserved Rights (Paragraph 2A, B, C, D, E herein) of the Property.

- i. Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the Property; the scenic view of and from the Property as viewed from public roads, trails and waters; and forestry and agricultural production on the Property.

C. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. Are commonly necessary in the accomplishment of the forestry, conservation, habitat management, non-commercial outdoor recreational,

BK 3623 PG 2467

educational uses and Reserved Rights (Paragraph 2A, B, C, D, E herein) of the Property; and

- ii. Do not harm State or Federally recognized rare or endangered species, if any, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- iii. Are consistent with the purposes of this Easement.

D. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the agricultural, forestry, conservation, education, or non-commercial outdoor recreational uses of the Property and not detrimental to the purposes of this Easement.

E. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the Easement Area, except in connection with any improvements made pursuant to the provisions of Paragraphs A, B C, D or E above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

F. There shall be no dumping, injection, or burial of refuse materials, including vehicle bodies or parts, construction debris, garbage, offal, and other wastes, except that the composting of vegetative matter indigenous to the premises, may be conducted.

2. RESERVED RIGHTS

A. Grantor, for himself and his assigns, reserves the right to maintain, repair or replace utilities, and particularly drainage structures on the Property that serve the Property or other land of the Grantor.

B. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this Easement.

C. Grantor reserves the right to post against vehicles, motorized or otherwise, hunting and fishing.

D. Grantor reserves the right to maintain any permitted facilities and utilize motorized vehicles in order to construct, maintain and repair such facilities.

E. Grantor, for himself and his assigns, reserves the right to pass and repass across or through the property to gain access to other property of grantor located on either side thereof including the creation and maintenance of a paved roadway if

BK 3623 PG 2468

Grantor, in his sole discretion, finds it necessary for the use of Grantor's land not restricted by this Easement.

3. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. The Grantee shall have the right to pass and repass over the area subject to the easement by foot, and to permit persons affiliated with the Exeter Region Cooperative School District property, and persons using the land formerly of Beatrice Rollins to do the same, and to make such improvements thereon as may be necessary to permit such pedestrian access including the use of mechanized equipment in order to create and maintain said pedestrian access.

4. NOTIFICATION OF TRANSFER, TAXES AND MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within 10 days after 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.

5. BENEFITS AND BURDENS

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 or transferable only to any qualified organization within the meaning of Section 170(h)(3) of said Code or the State of New Hampshire or the United States Government or any subdivision of either of them consistently with Section 170 (c)(1) of the U.S. Internal Revenue Code, amended, which government unit or organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement.

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

BK 3623 PG 2469

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach.

D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages (or proceeds) recovered shall be paid to the Grantor and Grantee in proportion to the fair market values of their respective interests in that part of the Property condemned, said proportions having been established by an appraisal at the time of the conveyance of this Conservation Easement. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantee or Grantor) who made the improvement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

The Grantee, by accepting and recording this Conservation 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 Conservation Easement Deed is delivered.

BK3623PG2470

IN WITNESS WHEREOF, the said EXETER-RC, LLC has executed the within on the 18th day of July, 2001.

Barbara J. Denney
Witness

EXETER-RC, LLC

By: [Signature]
Mark Stevens, Managing Member

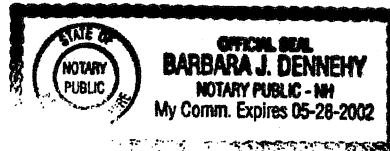
STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

Dated: July 18, 2001

Personally appeared the above named **Mark Stevens**, known to me or satisfactorily proven to be the Managing Member of EXETER-RC, LLC and being so authorized executed the within for the purposes therein contained on behalf of the Limited Liability Company.

Before me,

Barbara J. Denney
Notary Public/Justice of the Peace
Name:
My Commission Expires:



BK 3623 PG 2471

EXHIBIT A

PARCEL I

A certain parcel of land as shown on a plan entitled "Easements Plan Access and Wells, The Vineyards at Stratham" to be recorded at the Rockingham County Registry of Deeds, located in the Town of Stratham, County of Rockingham, and State of New Hampshire, being more particularly bounded and described as follows:

Beginning at the northeasterly corner of land now or formerly of the Exeter Region Cooperative School District, thence turning and running South 67° 40' 03" East 388.51 feet to a point at land now or formerly of Beatrice Rollins; thence turning and running South 16° 00' 00" West 150.00 feet to a point; thence turning and running North 74° 49' 07" West 408.98 feet to a point at land of the Exeter Region Cooperative School District; thence turning and running along land of the Exeter Region Cooperative School District, North 22° 32' 45" East 200.00 feet to the point of beginning. Said tract containing 1.60 acres.

Meaning and intending to be a portion of the property acquired by the Grantor herein by deed recorded in the Rockingham County Registry of Deeds at Book 3393, Page 1867.

PARCEL II

A certain tract or parcel of land located in the Town of Stratham, County of Rockingham and State of New Hampshire, and bounded and described as follows:

Beginning at a point at the northwest corner of the premises, thence S 35° 00' 30" E along land of Roberts for a distance of 102.24 feet to a point; thence S 38° 56' 00" E along land now or formerly of Roberts, for a distance of 327.63 feet to a point; thence S 58° 19' 30" E along land now or formerly of Rollins, for a distance of 697.23 feet to a point; thence S 59° 12' 00" E for a distance of 552.70 feet to a point; thence S 60° 40' 00" E along land now or formerly of Rollins Farm Development, LLC, for a distance of 217.13 feet to a point; thence S 14° 08' 00" W along land now or formerly of Beatrice Rollins, for a distance of 277.08 feet to a point; thence N 67° 40' 03" W for a distance of 388.51 feet to a point; thence N 63° 04' 23" W along land of the Grantor, for a distance of 1553.73 feet to a point; thence N 10° 44' 20" W along land now or formerly of the Exeter Regional Cooperative School District for a distance of 80.18 feet to a point; thence N 45° 44' 50" W along land now or formerly of Exeter Regional Cooperative School District, for a distance of 132.39 feet to a point; thence N 49° 26' 30" E along land of the Grantor, for a distance of 58.97 feet to a point; thence N 49° 38' 00" E along land now or formerly of Fichera and Sykas, for a distance 466.35 feet to the point of beginning. The above parcel consists of 17.53 acres.

Being a portion of the property acquired by the Grantor herein by deed recorded at the Rockingham County Registry of Deeds at Book 3393, Page 1867.

BK 3623 PG 2472

ACCEPTANCE

The undersigned, being the Selectmen of the Town Of Stratham, hereby accept this conveyance for the purposes stated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this
27th Day of July, 2001.

TOWN OF STRATHAM

Paul R. Muter
Witness to Selectmen signatures

Kirk Scamman
Selectman

[Signature]
Selectman

David Short
Selectman

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

July 27, 2001

Personally appeared the above named Kirk Scamman,
Martin Wool, David Short, Selectmen of the Town of
Stratham, and acknowledge the foregoing instrument to be their free act and deed and that of said
Town.

Before me,

Shirley S. Eddy
Justice of the Peace
My Commission
5/26/04