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CONSERVATION EASEMENT DEED

We, Marjorie P. Goodrich and Leland P. Goodrich, married, of 11 Stratham Heights Road, Town of Stratham, County of Rockingham, State of New Hampshire (hereinafter 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 executors, administrators, legal representatives, devisees, heirs, successors, and assigns),

for consideration paid, with WARRANTY covenants, grant in perpetuity to

the Town of Stratham, a municipal corporation situated in the County of Rockingham, State of New Hampshire, with a mailing address of 10 Bunker Hill Avenue, Stratham, NH, 03885 (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to two certain parcels of land (herein referred to as the "Property") being unimproved land consisting of approximately 52.6± acres situated on Stratham Heights Road in the Town Stratham, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof. Grantee acquires this Easement pursuant to NH RSA 477:45-47 and RSA 486-A:1-14.

I. DEFINITIONS

A. *Agricultural management activities* shall include the production, growing, cultivation, and harvesting of floricultural products, horticultural products, fruits and vegetables, Christmas trees, sod, grass, and forage crops; the raising of dairy animals, bees, exotic game animals, poultry, horses and other livestock, and fish and aquacultural products; the storage, processing and retail sale of agricultural products produced principally on the Property; and the conservation of soil and water resources.

B. *Aquifer* shall mean a geologic formation, group of formations, or part of a formation that contains sufficient saturated permeable materials (sand, gravel, fractured bedrock, etc.) to yield significant quantities of water to wells and springs.

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- C. *Biosolids* shall mean all treated wastes from the bodies of humans, including treated sewage sludge or compost.
- D. *Commercial activities* shall mean the wholesale or retail marketing, sale, storage, transportation, transmission, or advertising of products or services for a fee or other compensation intended to generate a net profit.
- E. *Community water supply* shall mean any water supply which is piped for human consumption which serves at least 15 (fifteen) connections used by year-round residents or regularly serves at least 25 (twenty-five) year-round residents, or as this definition may be updated by the NH Department of Environmental Services or successor agency.
- F. *Forest management activities* shall mean the growing, stocking, thinning, cutting, harvesting, removal, or sale of forest trees and other native forest plants and animals, and the conservation of soil and water resources.
- G. *Groundwater* shall mean water below the land surface in the saturated zone (where the pore spaces between gravel, rock, etc. are filled with water).
- H. *Industrial activities* shall mean the manufacturing, assembling or processing of materials.
- I. *Pesticides* shall mean herbicides, insecticides, fungicides, rodenticides, biocides, and other similar substances that destroy, repel or control pests.
- J. *Surface water* shall mean streams, lakes, ponds, marshes, watercourses, and other bodies of water as defined in NH RSA 485 A:2.
- K. *Sanitary zone* shall mean land within a 400 (four hundred) foot radius of any community water supply wellhead or such distance as specified in the New Hampshire Drinking Water Regulations, Env-WS 310, or as they may be updated. Said zone, and the provisions which apply to the zone herein, shall become inoperative during periods when the well is inactive and Grantee determines that there is no current or anticipated future use for the well as a community water supply. If the well is reactivated or a new one installed, then provisions for the sanitary zone contained herein shall apply.
- L. *Sustainable yield* shall mean that rate of annual water withdrawal that can be replenished from the aquifer on an annual basis, based on well recovery rates.

II. PURPOSES

It is the purpose of this Easement to assure that the Property will be retained forever in its open space, undeveloped condition and to prevent any use of the Property that will impair or interfere with the following aspects of the Property worthy of conservation:

- A. **Water Quality and Supply.** The perpetual protection of the quality and sustainable yield of groundwater and surface water resources under and on the Property to safeguard present and

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future community drinking water supplies and to safeguard the land area on the Property that serves as a wellhead protection area for the Town of Exeter water supply wells and for numerous other public water supplies.

This purpose yields a substantial public benefit and is consistent with the water supply protection goals and/or land conservation policy stated in NH RSA 485-C:1, the "Groundwater Protection Act", which states, in part, "The natural quality of the groundwater resource shall be preserved and protected in order that groundwater may be used for drinking water supply. Ambient groundwater quality standards shall meet drinking water standards..." and with NH RSA 485-C, which states, in part, "...an adequate supply of water is indispensable to the health, welfare, and safety of the people of the State, and is essential to the ecological balance of the natural environment of the State and that the water resources of the state are subject to an ever-increasing demand for new and competing uses; that, therefore, the general court declares and determines that the waters of New Hampshire whether occurring above or below ground constitute a precious, finite and invaluable public resource which should be protected, conserved, and managed in the interest of present and future generations..."; and

B. **Open Space.** The preservation and conservation of open spaces, particularly the 52.6± acres of productive farm and/or forest land of which the Property consists. This purpose is consistent with the clearly delineated open space conservation goals as stated in the 1997 Master Plan of Stratham, NH (Adopted August 1998), which states "6.4 OPEN SPACE AND CONSERVATION LANDS. It is the policy of the Town of Stratham to protect Stratham's natural resources, agricultural land and other open spaces by securing the development rights to important open space and conservation lands..." and with NH RSA 79-A, 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."

III. **PROHIBITED USES AND ACTIVITIES**

Any activity on or use of the Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited. Grantor will not perform or give permission to or allow others to perform the following acts on the Property:

A. **Industrial and Commercial Activities.** No industrial or commercial activities shall be allowed on the Property except as permitted in section IV and approved by Grantee.

B. **Subdivision.** The Property shall not be subdivided or otherwise divided on the ground into separate ownerships, and none of the individual tracts that together comprise the Property shall be conveyed separately from one another, excepting:

1. Any subdivision as may be necessary to accommodate and convey ownership of a present or future wellhead and community drinking water facility zone to the Grantee or other community water supplier approved by the Grantee; or

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2. Any subdivision as may be necessary to convey an interest in land to a conservation organization within the meaning of Section 170(h)(3) of the U.S. Internal Revenue Code of 1986, as amended, or to a public conservation agency.

3. Any subdivision as may be subsequently approved by the Stratham Planning Board to create an individual building lot situated solely within the land described on the conservation easement plan referred to in Appendix "A" as "area excluded from conservation easement", provided that the remainder of the property including the original homestead existing at the time of the execution of this easement deed and the conservation easement areas shall continue to remain under common ownership.

The design of the subdivision must receive the prior written approval of the Grantee. Approval will be based on the proposal's consistency with the purposes of this Easement. All other provisions of this Easement shall remain in effect on any parcels so subdivided and all subsequent owners of the newly created parcels must meet the qualifications stipulated above.

C. **Improvements.** No dwelling, any portion of a residential septic system, billboard, tennis court, swimming pool, dock, aircraft landing strip, or mobile home shall be permanently or temporarily constructed, placed or introduced onto, above, or below ground on the Property. No other structures or improvements shall be allowed, including but not limited to utilities, roads, storage tanks, dams, and towers, except for those accessory to permitted activities approved by the Grantee and specified in Section IV below.

D. **Land Surface Alterations.** No removal, filling or other disturbances or erosion of the soil surface, above or below the water table, or any changes in topography, surface or subsurface water systems, wetlands, or wetland habitat shall be allowed, except as necessary in conjunction with permitted on-site activities approved by the Grantee and specified in Section IV below, and provided that:

1. A minimum distance of five (5) feet must be maintained between any altered land surface and the historical high groundwater table elevation, except in cases of pond creation in conjunction with permitted on-site activities approved by the Grantee and specified in Section IV; and

2. Any surface so altered will be recontoured, stabilized and revegetated promptly, with consideration to weather conditions favorable to revegetation.

E. **Resource Extraction**

1. In the Sanitary Zone, there shall be no mining, quarrying, excavation or extraction of ground or surface water or minerals such as rocks, gravel, sand, topsoil, or other similar materials except as permitted in Section IV, Paragraph 1 below.

2. In areas on the Property outside the Sanitary Zone, the resource extraction activities described in Section III.E.1. above are prohibited except in conjunction with

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permitted on-site activities approved by the Grantee and specified in Section IV, Paragraphs A-C below. In no case may minerals be removed from the Property.

3. A minimum distance of five (5) feet must be maintained between the altered land surface and the historical high groundwater table elevation, except in cases of pond creation in conjunction with permitted on-site activities approved by the Grantee and specified in Section IV.
 4. Following any permitted resource extraction, the land surface must be recontoured, stabilized and revegetated promptly.
- F. **Waste Disposal.** On the Property, there shall be no dumping, discharge, injection, burning, storage, or burial of waste generated off the Property, including snow; nor of synthetic or manufactured materials or materials then known to be environmentally hazardous, whether generated on or off the Property, including but not limited to refuse, vehicle parts or bodies, or other hazardous materials.
- G. **Storage Tanks.** No underground or above ground tanks for the storage of gaseous or liquid petroleum products shall be installed, placed or allowed to remain on the Property, except for above ground fuel tanks with adequate spill containment that are in active use in conjunction with on-site activities as permitted in Section IV and approved by Grantee.
- H. **Hazardous Substances.** No substances which constitute a hazard to public health or the environment shall be transported, used, stored, applied, or disposed of in any manner or to any extent on or under the Property, except as necessary in conjunction with on-site activities permitted in Section IV and approved by Grantee.
- I. **Impervious Surfaces.** Buildings or other impervious materials shall cover no more than 3 (three) percent of the Property. The location of impervious surfaces within the Sanitary Zone must receive the prior review and approval of Grantee.
- J. **Water Quality Degradation.** Surface water and groundwater quality shall be preserved and in no event shall be polluted or degraded by activities on the Property so that the surface or groundwater quality on the Property reaches or violates water quality standards set for public drinking water by the NH Department of Environmental Services, or such agency with the statutory authority to regulate public water supplies at the time.
- K. **Unsustainable Water Withdrawal.** The sustainable yield of groundwater, as recharged from surface water and infiltration of precipitation, shall not be exceeded by on-site water withdrawal.
- L. **Rare Species Harm.** Activities shall not harm state or federally recognized rare, threatened or endangered species based upon information from the NH Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having statutory responsibility for the conservation of such species.

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M. **Detrimental Uses.** Notwithstanding the foregoing provisions with regard to specific prohibited uses and activities, but in addition thereto, no activity or use shall be initiated or maintained or allowed to be initiated or maintained which is detrimental or threatens to become detrimental to the conservation purposes of this Easement and the protection of the quality and quantity of the present or potential community water supply.

IV. **PERMITTED USES AND ACTIVITIES**

The Grantor reserves to him or herself all rights accruing from his/her ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved and permitted to the Grantor:

A. **Community Drinking Water Supply.** At the Grantor's option, groundwater may be withdrawn by the Grantee or the Grantee's designee on a sustainable yield basis and exported from the Property if used for a community drinking water supply as defined herein. For the purposes hereof, permitted activities in conjunction with the provision of a community drinking water supply shall be defined as the installation, maintenance, monitoring and replacement of water supply wells, monitoring wells, drinking water treatment facilities, a water distribution system, pump stations, and ancillary improvements such as roads, signs, utilities, security facilities; and the extraction and exportation of groundwater from the Property, all for the purpose of serving public drinking water supply needs. (Nothing in this section shall constitute a requirement that the Grantor must export water for a public supply.) Said activities may be conducted provided that:

Design of facilities and extraction rates are in accordance with a "Water Extraction Plan" which must be approved in advance of implementation and in writing by the Grantee. Said Plan shall include but not be limited to:

1. Groundwater resource location, description, wellhead locations, wellhead protection zone, and wellhead protection area;
2. Proposed sustainable yield pumping and recharge rates;
3. Monitoring and reporting practices;
4. Facilities design, location and construction impacts;
5. Well-capping procedures; and
6. Anticipated changes in groundwater tables, surface water levels, associated wetlands, and in-stream flows on and off the Property as a result of drinking water withdrawals, potential impacts on the associated biological communities, and provisions to minimize disturbance to the conservation values of the Property during and after installation and operation of the water supply facilities.

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B. **Agriculture and Forestry.** Agricultural and forest management activities are allowed on the Property as defined herein. Necessary ancillary improvements that serve on-site forest and agricultural management activities, such as forest and farm roads, utilities, wells, irrigation pumps, ponds, equipment sheds, barns, fences, culverts, and bridges, may be constructed on the Property. Agricultural and forest management activities may be conducted on the Property provided that:

1. Within the Sanitary Zone, no pesticides, biosolids, septage, manure, or similar soil amendments shall be used, stored or disposed of; no livestock or other domestic animals shall be kept or grazed; no new ponds or forestry or farm roads will be created; and no buildings shall be erected; and
2. Forest and agricultural management activities shall promote the overall conservation of viable populations of native plant and animal species; and
3. The portion of the Property that is presently open field shall be actively managed as agricultural and horticultural land so as to preserve its present open character and any agricultural and horticultural management shall be conducted in accordance with a written "Farm Management Plan"; and
4. As long as the Property contributes to an active community water supply well, forest management activities in which more than the equivalent of 15 (fifteen) cords of wood are cut in any calendar year shall be conducted in accordance with a written "Forest Management Plan" prepared by a professional forester;

The preparation of said plans is the responsibility of the Grantor. Said plans shall be submitted to the Grantee for approval (see Section V) in advance of implementation and updated at least once every ten (10) years or on such timetable as may be mutually agreed upon in writing by the Grantor and the Grantee. Said plans shall include:

- a) Natural resource inventory of the Property (including special plant and animal habitat, wildlife, soils, forest types, stocking and stand histories, water resources, location of steep slopes, floodplains, highly permeable or erodible soils, wetlands, and other surface waters);
- b) Aquifer location and description (based on existing information);
- c) Current or proposed wellhead and ancillary facilities and location(s), Sanitary Zone location;
- d) Proposed transportation, storage, use, disposal, timetable, and application rates of specific pesticides, fertilizers, biosolids, septage, manure, and other similar soil amendments;
- e) Log landing, and forestry and farm road design and layout;

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- f) Proposed buffer zones, cover cropping, erosion controls, and other methods to protect ground and surface waters;
 - g) Forest management and harvesting methods and goals;
 - h) Location, uses and types of ancillary improvements; vehicle use; time of year or conditions for operations; conversion of forest to cleared land; exposure of bare soils; and creation of impervious areas;
 - i) Habitat and scenic impacts; and
 - j) Proposed resource extraction or forest or agricultural by-product disposal.
5. Forest management activities shall be supervised by a professional forester; and
6. Forest and agricultural management activities must be conducted, to the extent possible, in accordance with current scientifically based practices as recommended by state or federal natural resource agencies such as the Natural Resource Conservation Service and in accordance with "Best Management Practices" as set forth in the following publications or as these publications may be specifically updated or superseded:
- a) *Manual of Best Management Practices for Agriculture in New Hampshire*, NH Department of Agriculture, as amended August, 1998;
 - b) *Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire*, Department of Resources and Economic Development, 1996;
 - c) *Pesticide Management Guidelines for Groundwater Protection*, UNH Cooperative Extension, November 1992;
 - d) *Buffers for Wetlands and Surface Waters: A Guidebook for New Hampshire Municipalities*, Audubon Society of NH, NH Office of State Planning, UNH Cooperative Extension, Natural Resource Conservation Service, as revised May 1997;
 - e) *Best Management Practices: Biosolids*, UNH Cooperative Extension, 1995;
 - f) *Best Management Practices to Control Nonpoint Source Pollution: A Guide for Citizens and Town Officials*, NH Department of Environmental Services, as revised November 1997;

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g) *Recommended Voluntary Forest Management Practices for New Hampshire, Forest Sustainability Standards Work Team, 1997.*

7. Management activities shall not significantly impair the scenic quality of the Property as viewed from public roads.

C. **Outdoor Recreation.** Outdoor recreation is allowed provided that:

1. In the Sanitary Zone, no camping is allowed, no trails or other recreational improvements may be created or maintained and only non-motorized, dispersed pedestrian recreation is allowed, and

2. In areas on the Property outside the Sanitary Zone, construction, maintenance, signing, and use of trails for transitory outdoor recreational purposes such as hiking, bicycle riding, snowmobiling, and cross-country skiing are allowed. Necessary ancillary improvements such as trail-head parking, steps, bridges, waterbars, and culverts (but not buildings or campgrounds) are permitted provided that the location, design, use and maintenance plans for any such trails must be approved in advance and in writing by the Grantee.

D. **Detrimental Uses.** Notwithstanding the foregoing provisions with regard to specific permitted uses and activities, but in addition thereto, no activity or use shall be initiated or maintained or allowed to be initiated or maintained which is detrimental or threatens to become detrimental to the conservation purposes of this Easement and the protection of the quality and quantity of the present or potential community water supply.

V. **GRANTEE APPROVAL FOR PERMITTED USES AND ACTIVITIES**

The Grantor hereby covenants and agrees that Grantor shall not commence any use or activity which requires prior written approval (see Sections III.B., III.C., III.D., III.E., III.G., III.H., III.I, and IV.) or any other potentially detrimental uses, without having obtained Grantee's written approval according to the procedures set forth hereunder:

A. **The Grantor shall notify the Grantee in writing of any proposed plan, use or activity that requires Grantee approval under the terms of this Easement and shall submit to the Grantee, at least 30 (thirty) days in advance, plans and such other information as the Grantee may require.**

B. **The Grantee shall approve any or all elements of such proposed plan, use, or activity, with or without conditions, only upon a written finding from the Grantee to the Grantor that:**

1. The proposed plan, use, or activity is consistent with the terms of this Easement; and,

2. That such plan, use, or activity shall not defeat or derogate from the purposes of this Easement.

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If the Grantee does not approve any or all elements of the proposed activity or use, it shall provide written notice and explanation thereof to the Grantor. Such approval or denial shall be made within 60 (sixty) days of receiving the Grantor's written notice requesting approval of said proposed activity.

C. In the absence of a response from the Grantee within the 60-day period, the Grantee understands that the Grantor may proceed with the proposed activity if it is consistent with this Easement. However, lack of approval or denial by Grantee within the aforesaid 60 (sixty) day period does not preclude Grantee from denying the use or activity as inconsistent with this Easement at a later date.

VI. NOTIFICATION OF TRANSFER, TAXES, AND/OR MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing at least 10 (ten) days before the transfer of title to the Property or any division of ownership thereof permitted thereby.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

C. Any instrument transferring an interest in the Property, including deeds, mortgages and leases, shall reference the existence of and recording book and page number for this Easement.

VII. 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 this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which 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. Any such assignee or transferee shall have like power of assignment or transfer.

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

C. This Easement hereby conveyed does not grant to the general public access or any rights to enter the Property.

VIII. BREACH OF EASEMENT

A. If the Grantee determines that a violation of the terms of this Easement has occurred or is threatened, the Grantee shall give written notice to the Grantor of such violation and demand

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corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured.

B. If the Grantor fails to cure the violation within 30 (thirty) days after receipt of the notice thereof from the Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, or fail to continue diligently to cure such violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

C. The Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, legal fees, court costs, reasonable Grantee expenses, and costs of restoration and damage to conservation values. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this section without prior notice to the Grantor or without waiting for the period provided for cure to expire.

E. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, infestation, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

F. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

G. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement.

IX. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above

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or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

X. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

XI. SEPARATE PARCEL

The Grantor agrees that for the purpose of determining compliance with any present or future regulation (other than those governing N.H. Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (within this paragraph referred to as "legal requirements") of the Town of Stratham, the State of New Hampshire, or any other governmental unit, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback or other dimensional standard applicable to other land of Grantor.

XII. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

XIII. AMENDMENT

The Grantor and Grantee may mutually agree to amend the provisions of this Easement provided that any amendment shall be wholly consistent with the purposes of this Easement, shall not affect its area or perpetual duration, and shall result in an enhancement of the conservation values of the Property.

XIV. CONDEMNATION/EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale,

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exchange or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Section XIV.B.

B. This Easement constitutes a real property interest immediately vested in the Grantee, which for the purposes of this section, the parties stipulate to have a fair market value determined by multiplying (i) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (ii) the ratio of the value of the Easement at the time of this grant to the value of the Property without deduction for the value of the Easement, at the time of this grant.

C. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, the Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by the Grantor and Grantee in this connection shall be paid out of the amount recovered. The Grantee's share of the balance of the amount recovered shall be in proportion to the ratio set forth in Section XIV.B.

D. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

XV. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement may, upon mutual agreement of Grantee and Grantor, be submitted to arbitration in accordance with NH RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 (thirty) days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 (thirty) days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.

D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement, but may not affect its perpetuity.

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The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

This is not homestead property.

IN WITNESS WHEREOF, Marjorie P. Goodrich and Leland P. Goodrich hereunto set our hands this 4 day of February 2003.

Marjorie P. Goodrich
Marjorie P. Goodrich

Marjorie P. Goodrich
Marjorie P. Goodrich for Leland P. Goodrich
under Power of Attorney dated December 20, 2001

The State of New Hampshire
County of Rockingham

Personally appeared Marjorie P. Goodrich, for herself and for Leland P. Goodrich, under Power of Attorney dated December 20, 2001, this 4 day of February 2003, acknowledged the foregoing to be her voluntary act and deed.

Before me,

Justice of the Peace/Notary Public
My commission expires:

KATHRYN S. WILLIAMS HARDY
Notary Public - New Hampshire
My Commission Expires March 14, 2008

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ACCEPTED: TOWN STRATHAM, BOARD OF SELECTMEN

By: Kirk Scamman Date: 1/27/03
Kirk Scamman, Chair, Duly Authorized

By: David Short Date: 1/27/03
David Short, Duly Authorized

By: Martin Wool Date: 1/27/03
Martin Wool, Duly Authorized

The State of New Hampshire
County of Rockingham

Personally appeared Kirk Scamman, Chair, of the Town of Stratham Board of Selectmen,
this 27 day of January 2003 and acknowledged the foregoing on behalf of the
Town of Stratham Board of Selectmen.

Before me, Shirley Daley
Justice of the Peace/Notary Public
My commission expires: 5/26/04



The State of New Hampshire
County of Rockingham

Personally appeared, David Short and Martin Wool, members of the Town of Stratham
Board of Selectmen, this 27 day of January 2003 and acknowledged the
foregoing on behalf of the Town of Stratham Board of Selectmen.

Before me, Shirley Daley
Justice of the Peace/Notary Public
My commission expires: 5/26/04

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Conservation Easement Deed
Appendix "A"

Two certain tracts or parcels of farm and forest land without buildings, containing 52.6 acres, more or less, both situated on Stratham Heights Road in Stratham, County of Rockingham, State of New Hampshire, and being bound and described as follows:

TRACT I

A certain tract or parcel of land described as Tax Map 7, Lot 73 on plan of land entitled "Conservation Easement Plan, Goodrich Property, Stratham Heights Road, Stratham, NH", prepared by Jones & Beach Engineers, Inc. dated September 11, 2002, and revised to October 2, 2002, which plan is recorded in the Rockingham County Registry of Deeds as Plan #D-30427, and being more particularly bounded and described as follows:

Beginning at an iron rod to be set on the Southwesterly side of Stratham Heights Road, at the Northeasterly corner of the within described premises at land of Phillip E. & Susan Bourgeault; thence running for six courses by Stratham Heights Road and a stone wall as follows:

North 27° 32' 49" West, 102.42 feet; North 29° 33' 25" West, 124.81 feet; North 34° 49' 54" West, 30.10 feet; North 35° 44' 38" West, 26.93 feet; North 44° 32' 15" West, 39.27 feet; North 41° 11' 32" West, 23.56 feet; and North 47° 52' 01" West, 114.27 feet to an iron rod found at land of Stephen Bassett; thence turning and running South 49° 21' 03" West by land of said Bassett, 356.16 feet to an iron rod; thence South 70° 35' 43" West continuing by land of said Bassett, 365.24 feet to an iron rod on the Easterly side of the Route 101 West Bound Off Ramp; thence turning and running South 11° 48' 51" East by said Route 101, 470.31 feet to a New Hampshire Highway Department bound; thence South 22° 02' 36" East continuing by Route 101, 88.00 feet to a point; thence South 49° 33' 01" East continuing by said Route 101, 106.96 feet to a iron pin or rod at land of Robert S. & Marjorie C. Berry; thence turning and running North 22° 24' 34" East by land of said Berry, 218.57 feet to a twenty-four inch beech tree; thence North 24° 15' 36" East continuing by land of said Berry, 66.25 feet to a twenty-eight inch oak tree; thence North 53° 36' 55" East continuing by land of said Berry, 114.21 feet to a sixteen inch oak tree at land of Paul & Margaret Sawyer; thence for four courses by land of said Sawyer as follows:

North 73° 14' 50" East, 169.31 feet; North 65° 05' 13" East, 40.78 feet; North 61° 33' 27" East, 12.44 feet; and North 80° 41' 05" East, 14.58 feet to an iron rod to be set at land of Phillip E. & Susan Bourgeault; thence turning and running for six courses by land of said Bourgeault as follows:

North 27° 30' 19" West, 73.00 feet; North 63° 28' 48" East, 51.45 feet; North 59° 06' 27" East, 14.75 feet; North 61° 02' 55" East, 65.39 feet; North 62° 08' 00" East, 43.45 feet; and North

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70° 31' 18" East, 133.77 feet to the iron rod to be set at the point of beginning. Said tract or parcel of proposed conservation easement land contains 8.6 acres.

TRACT II

A certain tract or parcel of land described as proposed conservation easement and being part of Tax Map 7, Lot 17 on plan of land entitled "Conservation Easement Plan, Goodrich Property, Stratham Heights Road, Stratham, NH", prepared by Jones & Beach Engineers, Inc. dated September 11, 2002, and revised to October 2, 2002, which plan is recorded in the Rockingham County Registry of Deeds as Plan #D- 30427, and being more particularly bounded and described as follows:

Beginning with an iron rod found on the Northeasterly side of Stratham Heights Road at the Southwesterly corner of the within described premises at land of the Town of Stratham; thence for nine courses by said Stratham Heights Road as follows:

South 57° 08' 02" East, 24.20 feet; South 51° 08' 38" East, 56.29 feet; South 46° 06' 32" East, 36.87 feet; South 38° 30' 55" East, 38.14 feet; South 35° 24' 53" East, 17.38 feet; South 43° 00' 30" East, 30.69 feet; South 34° 22' 16" East, 14.35 feet; South 34° 49' 54" East, 30.10 feet; and South 29° 33' 25" East, 30.01 feet to an iron rod to be set at the Southwesterly corner of land designated on the above described plan as "Area Excluded From Conservation Easement"; thence turning and running for three courses by said excluded area as follows:

North 45° 52' 15" East, 453.63 feet to a point; South 28° 01' 15" East, 599.85 feet to a point; and South 45° 52' 15" West, 453.63 feet to an iron rod to be set on the Southeasterly side of Stratham Heights Road at a stone wall; thence turning and running for three courses by said Stratham Heights Road and the stone wall as follows:

South 27° 02' 52" East, 63.50 feet; South 23° 57' 22" East, 51.79 feet; and South 29° 31' 05" East, 56.32 feet to a drill hole found in the stone wall at land of Anne R. Sloan; thence turning and running North 46° 35' 27" East by land of said Sloan and said stone wall 715.66 feet to a drill hole found in the stone wall at land of Ray M. & Suzanne M. Wenninger; thence for five courses by land of said Wenninger as follows:

North 46° 22' 35" East, 121.01 feet to an angle iron found in the stone wall; North 46° 30' 34" East, 80.43 feet; North 46° 10' 41" East, 61.94 feet; North 47° 14' 05" East, 120.80 feet; and South 39° 32' 13" East, 128.07 feet to a corner in the stone wall at land of William A. & Margaret J. Dileo, Trustees; thence turning and running North 34° 37' 47" East by land of said Dileo Trustees, 56.22 feet to a point in the stone wall at land of David E. & Carol A. Schriker; thence North 39° 15' 02" East by land of said Schriker, 64.46 feet to a point; thence North 36° 51' 58" East continuing by land of said Schriker, 118.86 feet to a point in said stone wall at land of Lawrence P. & Ellen B. Bullard, Trustees; thence North 38° 07' 03" East by land of said Bullard Trustees, 52.75 feet to a point; and North 35° 18' 41" East continuing by land of said Bullard Trustees, 47.69 feet to a point in the stone wall at land of Robert S. & Marjorie C. Berry; thence for eleven courses by land of said Berry as follows:

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North 20° 58' 57" East, 128.61 feet; North 23° 54' 58" East, 15.96 feet; North 23° 07' 52" East, 39.59 feet; North 20° 29' 48" East, 88.45 feet; North 20° 57' 36" East, 175.70 feet; North 22° 27' 10" East, 48.69 feet; North 21° 20' 50" East, 24.75 feet; North 23° 37' 58" East, 36.31 feet; North 15° 37' 58" East, 31.76 feet; North 22° 35' 25" East, 113.84 feet; and North 22° 35' 25" East, 847.08 feet to an iron rod to be set at land of Kirk Q. Scamman; thence turning and running for six courses by land of said Scammon as follows:

North 69° 21' 03" West, 184.13 feet; North 69° 21' 03" West, 22.83 feet; North 66° 49' 18" West, 24.90 feet; North 79° 04' 00" West, 25.18 feet; North 80° 22' 26" West, 6.75 feet and South 83° 43' 59" West, 10.70 feet to a twenty inch beach tree at land of M.E.G. Realty Trust; thence turning and running for eleven courses by land of said M.E.G. Realty Trust as follows:

South 24° 10' 20" East, 9.41 feet; South 66° 45' 08" East, 7.03 feet; South 36° 18' 21" West, 30.63 feet; South 38° 52' 53" West, 22.91 feet; South 36° 39' 01" West, 18.48 feet; South 45° 21' 53" West, 25.86 feet; South 38° 17' 24" West, 26.39 feet; South 15° 35' 26" West, 4.62 feet; South 42° 24' 24" West, 99.43 feet; South 44° 31' 33" West, 150.38 feet; and South 45° 23' 57" West, 50.88 feet to an iron pin found at land of Kings Highway Realty Trust – Ltd Partnership; thence for fourteen courses by land of said Kings Highway Realty Trust – Ltd Partnership as follows:

South 49° 16' 26" West, 25.37 feet; South 54° 35' 02" West, 11.73 feet; South 51° 22' 20" West, 132.06 feet; South 57° 34' 36" West, 188.67 feet; South 43° 14' 07" West, 25.37 feet; South 65° 47' 32" West, 140.63 feet; South 69° 34' 50" West, 15.54 feet; South 71° 30' 59" West, 95.42 feet; South 86° 11' 34" West, 38.41 feet; South 52° 18' 55" West, 58.35 feet; South 54° 09' 04" West, 32.32 feet; South 48° 14' 50" West, 59.36 feet; South 29° 03' 57" West, 28.40 feet; South 58° 19' 11" West, 34.73 feet; and South 69° 15' 15" West, 131.42 feet to an iron pin found at land of NP Stratham, LLC; thence for twenty-one courses by land of said NP Stratham, LLC as follows:

South 67° 36' 16" West, 109.95 feet; South 76° 37' 57" West, 40.05 feet; South 73° 45' 52" West, 32.19 feet; South 80° 06' 11" West, 12.27 feet; South 56° 02' 40" West, 26.06 feet; South 65° 28' 57" West, 27.99 feet; South 58° 39' 57" West, 8.79 feet; South 60° 10' 26" West, 25.98 feet; South 53° 59' 23" West, 11.35 feet; South 54° 01' 06" West, 27.39 feet; South 40° 47' 55" West, 115.61 feet; South 40° 47' 55" West, 5.27 feet; South 52° 58' 39" West, 38.76 feet; South 46° 12' 07" West, 112.84 feet; South 56° 50' 57" West, 44.13 feet; South 58° 24' 58" West, 31.08 feet; South 43° 39' 09" West, 45.74 feet; South 39° 14' 57" West, 51.97 feet; South 49° 59' 57" West, 18.12 feet; South 46° 33' 22" West, 63.94 feet; and South 47° 18' 45" West, 50.90 feet to an iron rod found in a stone wall at land of the Town of Stratham; thence South 54° 55' 06" East by land of Town of Stratham, 85.27 feet to an iron rod; and South 47° 16' 14" West continuing by land of the Town of Stratham, 235.00 feet to the iron rod found at the point of beginning. Said tract or parcel of proposed conservation easement land contains 44 acres, more or less.