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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX.

CONSERVATION EASEMENT DEED

LUCIUS T. HILL, JR. and NANCY MOORE HILL, husband and wife, with an address of 28 Doe Run Lane, 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

ROCKINGHAM LAND TRUST, a New Hampshire not-for-profit corporation, with an address of 14 Center Street, Exeter, County of Rockingham, State of New Hampshire, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (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 that certain parcel of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon/being unimproved land situated on Doe Run Lane in the Town of Stratham, County of Rockingham, State of New Hampshire, more particularly bounded and described in **Appendix "A"** attached hereto and made a part hereof.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

- A. The preservation of the land and the banks of the Squamscott River, including the approximately 500 feet on which it fronts, subject to the Easement granted hereby; and
- B. The preservation of scenic views of the Property from the Squamscott River, a recreational water resource for Exeter, Stratham and surrounding communities, accessed through the River Road boat launch;
- C. The enhancement and enlargement of protected lands adjacent to and near the Property, particularly the approximately 26 acres of land on the Squamscott River, directly across from the Property and owned and managed by the Town of Exeter for conservation purposes; and
- D. The preservation and conservation of open spaces, particularly the conservation of the approximately 17 acres of forest and wetlands of which the land area subject to the Easement granted hereby consists, the protection of the undeveloped water frontage along the Squamscott River upon which it fronts, and of the wildlife habitat on the property, and the scenic enjoyment of the general public as viewed from the Squamscott River.

These purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the Master Plan of the Town of Stratham, which states "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 which further states that the Town should "increase public holdings, easement and restrictions on wetlands by public and private entities, with specific concentration on the Sawmill Brook and Winnicutt and Squamscott River corridors;"

and with New Hampshire RSA Chapter 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."

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

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

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

- i. For the purposes hereof, "agriculture" shall include animal husbandry, floriculture, and horticulture activities, and the production of plant and animal products for domestic or commercial purposes.
- ii. For the purposes hereof, "forestry" shall include the planting, growing and harvesting of forest trees for the production of forest products; those forest practices employed primarily to enhance or protect wildlife habitat; the construction of roads or other access ways for the purposes of removing forest products from the Property and for improving noncommercial recreation opportunities; and the processing and sale of products produced on the Property, such as Christmas trees and maple syrup.
- iii. Agriculture on the Property shall be performed, to the extent reasonably practicable, in accordance with a management plan for the sites and soils of the Property. Agricultural management activities shall be in accordance with the then-current practices recommended by the University of New Hampshire Cooperative Extension, USDA Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies or organizations then active. Such management activities shall not be detrimental to the purposes of this Easement, as described in Section 1, above, nor materially impair the scenic quality of the Property.
- iv. Forestry shall be performed, to the extent reasonably practicable, in accordance with the following goals, and in a manner not detrimental to the purposes of the Easement as described in Section 1, above:
 - Maintenance of soil productivity
 - Protection of water quality, wetlands and riparian areas
 - Maintenance or enhancement of wildlife habitat
 - Maintenance or enhancement of the overall quality of forest products
 - Maintenance or enhancement of scenic quality
 - Protection of unique or fragile natural areas
 - Protection of unique historic or cultural features
 - Conservation of native plant and animal species, and natural communities
- v. Any commercial timber harvesting on the Property shall be prepared and supervised by a licensed professional forester or other similarly qualified person, said person to be approved in advance and in writing by the Grantee. Grantor shall notify the Grantee in writing at least 30 days prior to undertaking any commercial timber harvesting activities.
- vi. Forestry shall be carried out in accordance with all applicable local, state and federal laws and regulations, and, to the extent reasonably practicable, in accordance with the then-current, generally accepted best management practices for the sites, soils and terrain of the Property. (For references, see *Best Management Practices for Erosion*

Control on Timber Harvesting Operations in New Hampshire (J.B. Cullen, 1996), *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (New Hampshire Forest Sustainability and Standards Work Team, 1997) or similar successor publications.)

- B. The Property shall not be subdivided or otherwise divided in ownership.
- C. No structure or improvement, including, but not limited to, a dwelling, tennis court, swimming pool, aircraft landing strip, telecommunications and/or wireless communications facility, tower, or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property and provided that they are not detrimental to the purposes of this Easement.
- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface 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, or noncommercial outdoor recreational uses of the Property; and
 - ii. do not harm state or federally recognized rare, threatened, or endangered species, 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 not detrimental to the scenic and water quality purposes of this Easement.
 - iv. Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured.
- E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided that such signs are not detrimental to the purposes of this Easement. No signs shall be artificially illuminated and no signs shall be greater than 16 square feet in size.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such

rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous including vehicle bodies or parts.

H. The Property shall in no way be used to satisfy the density requirements of any applicable zoning ordinance or subdivision with respect to the development of any other property.

I. There shall be no defacement, movement, removal, or alteration of any stone walls or other monuments or markers that serve as legal boundaries, as per New Hampshire RSA 472:6, or as the legal boundary of this Easement as described in Appendix A.

3. RESERVED RIGHTS

A. The Grantor reserves the right to permit or prohibit public access from time to time for various purposes.

B. The Grantor reserves the right to conduct forestry and forest management activities for non-commercial purposes on the Property. While such activities are not subject to the requirements of Section 2.A., they may be conducted only when consistent with the purposes of this Easement as stated in Section 1. Further, such activities may only be for the Grantor's personal use, or for the improvement of the forest or wildlife habitat resources of the Property, and not for the contemporaneous production of sale proceeds or use in barter transactions.

C. This provision is an exception to Section 2(A),(C), and (D) above. The Grantor reserves the right to construct an access road for the purpose of providing access to the Property's woodlot and/or to a pier or dock constructed under Section 3(D), and for other uses consistent with the purposes of the Easement, as listed in Section 1. Said road shall have a permeable surface and shall be designed so its construction and maintenance shall minimize run-off and sedimentation into the Squamscott River. Construction of the access road shall be performed utilizing the design and maintenance practices contained in *Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire*, February 2000, prepared by the New Hampshire Department of Resources and Economic Development and the University of New Hampshire Cooperative Extension, or similar successor publications. Further, said road shall not be detrimental to any of the purposes of the Easement. Grantor shall secure all necessary federal, state, and local permits prior to exercising this reserved right.

D. This provision is an exception to Sections 2 (A), (C), and (D) above. The Grantor reserves the right to construct a dock or pier for the personal use of the Grantor. Grantor shall secure all necessary federal, state, and local permits prior to exercising this reserved right.

E. This provision is an exception to Sections 2(A), (C), (D) and (F) above. The Grantor reserves the right to locate a well and leach fields for septic tanks within the Easement area, subject to review and approval by the Grantee. This reserved right is subject to the following:

- i. To exercise this right, the Grantor shall provide written notice to the Grantee at least 30 days prior to the submission of the initial application to the Planning Board or other authority having jurisdiction over such structures. Said notice shall justify the placement of said structures inside the Easement area and shall include the specific details of said exercise, including but not limited to the proposed location of the leach fields and/or well. Said leach fields and well shall be for the sole use of the existing dwelling located on the portion of the Property not subject to the Easement.
- ii. The Grantee shall approve the proposed exercise in writing to the Grantor only if the Grantor demonstrates that there is no suitable, legal location within the non-easement area for said structures. Grantee shall approve or disapprove prior to final action by the authority having jurisdiction over such structures. Such approval shall not be unreasonably withheld. Grantor and Grantee shall join in recording a notice at the Rockingham County Registry of Deeds.

F. The Grantor shall notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights in Paragraph B, C, and D above.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property

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

5. 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 the acceptance of this Easement.

C. The Grantee shall have the right to post signs on Property identifying the easement boundary and the Property as land protected for open space and related purposes.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. 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, 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.

E. 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.

F. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.

7. NOTICES

All notices, requests and other communications, required or permitted 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 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.

8. 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.

9. 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 land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value at the time of condemnation of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

C. 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.

10. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

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

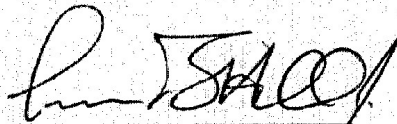
The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

12. MERGER

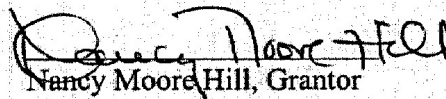
The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to 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.

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.

IN WITNESS WHEREOF, Grantors have hereunto set their hand(s) this 5 day of
MAY, 2003.



Lucius T. Hill, Jr., Grantor



Nancy Moore Hill, Grantor

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 5th day of MAY, 2003, before me personally appeared **Lucius T. Hill, Jr. and Nancy Moore Hill**, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

C. F. Tuck
Notary Public/Justice of the Peace

Charles F. Tuck

My Comm. exp. 24 MAY 2004

ACCEPTED: ROCKINGHAM LAND TRUST

By: Joanna Pellerin

Title: President

Duly Authorized

Date: 7-3-03

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 3rd day of July, 2003, before me personally appeared **Joanna Pellerin of Rockingham Land Trust**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

C. F. Tuck
Notary Public/Justice of the Peace

Charles F. Tuck

My Commission exp. 24 MAY 2004

APPENDIX "A"

A certain parcel of land with the improvements thereon situated on the northerly side of Doe Run Lane in Stratham, County of Rockingham, State of New Hampshire, as shown on a plan entitled "Lot Consolidation and Easement Plan, Map 1 Lot 14 Sublots 61 & 63, Doe Run Lane, Stratham, NH, Lucius Hill, 28 Doe Run Lane, Stratham, NH 03885", prepared by Jones & Beach Engineers, Inc., dated MAY 2003 and recorded in the Rockingham County Registry of Deeds as Plan No. D-30837, being more particularly bounded and described as follows:

Beginning at an iron pin on the northerly side of Doe Run Lane at land now or formerly of Ernestine L. Bayer, thence turning and running along land of said Bayer, North 17° 20' 25" West 334.71 feet to a rebar; thence continuing along land of said Bayer, North 56° 35' 30" West 1582.05 feet to a point at bank of the Squamscott River; thence turning and running along the bank of the Squamscott River, said line being approximated by a survey tie line running South 41° 25' 12" West 249.66 feet; thence turning and running along land retained by Lucius T. Hill and Nancy M. Hill, and not subject to this conservation easement, South 59° 59' 32" East 445.88 feet to a rebar; thence continuing along land being retained by Hill, and not subject to this conservation easement, South 30° 00' 28" West 67.59 feet to a stonewall; thence continuing along the same course a distance of 186.46 feet to land now or formerly of Kenneth E. Litvak; thence turning and running along land of said Litvak, on the following two courses and distances: South 58° 40' 43" East 925.46 feet to a point, and South 68° 11' 48" East 319.24 feet to an iron pin at Doe Run Lane; thence turning and running along Doe Run Lane on a curve to the right with a radius of 70.00 feet, a distance of 96.08 feet to an iron pin; thence continuing along Doe Run Lane on a curve to the left with a radius of 20.00 feet, a distance of 19.47 feet to an iron pin; thence continuing along Doe Run Lane, North 72° 39' 35" East 138.73 feet to the point of beginning. Said easement area containing 682,255 square feet, more or less.

Subject to and together with the benefit of the following:

1. The easement for the benefit of Lot 59 granted by Dewey James Beach and Diane Grace Beach to Ernestine L. Bayer and Ernestine L. Bayer, Jr. by deed dated December 1, 1999 recorded at Rockingham County Registry of Deeds at Book 3440, Page 2295 as confirmed by Confirmatory Easement Deed from Ernestine L. Bayer and Ernestine L. Bayer, Jr. to Dewey James Beach and Diane Grace

Beach dated December 1, 1999 recorded at Rockingham County Registry of Deeds at Book 3440, Page 2298; and

2. The Agreement Between Abutters Regarding Common Driveway and Power Lines dated July 19, 1985 between Ernest H. Bayer, Ernestine L. Bayer, Sr., Ernestine L. Bayer, Jr. and Dewey James Beach and Diane Grace Beach recorded at the Rockingham County Registry of Deeds at Book 2554, Page 1366 as amended and supplemented by "Easement Plan for Lot #61 and #63 - Doe Roe Lane, Stratham, New Hampshire" recorded at the Rockingham County Registry of Deeds at Book 3428, Page 41.

3. The right of ingress and egress referred to in the deed from Ernest H. Bayer and Ernestine L. Bayer, Sr. and Ernestine L. Bayer, Jr. to Dewey James Beach and Diane Grace Beach dated May 15, 1986 recorded at the Rockingham County Registry of Deeds at Book 2662, page 495.

Subject to the right of Lucius T. Hill and Nancy M. Hill to pass and repass over the driveway to the area excluded from the conservation easement, as shown on said plan.

Meaning and intending to be a portion of the property acquired by Lucius T. Hill and Nancy M. Hill by Deed from Ernestine L. Bayer and Ernestine L. Bayer, Jr. dated November 1, 1999, and recorded in the Rockingham County Registry of Deeds at Book 3434, Page 0712; and all of the property acquired by Nancy Moore Hill and Lucius T. Hill, Jr., as Trustees Under The Nancy Moore Hill 1984 Trust, by Deed from Dewey James Beach and Diane Grace Beach dated June 12, 2001, and recorded in the Rockingham County Registry of Deeds at Book 3596, page 0655; being the same premises described in a Deed from Nancy Moore Hill and Lucius T. Hill, Jr., as Trustees Under The Nancy Moore Hill 1984 Trust, to Lucius T. Hill and Nancy M. Hill dated MAY 5, 2003, and recorded in the Rockingham County Registry of Deeds at Book 4097, Page 958.