

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

ELLEN T. PETERSON, an unmarried person, of 43 Thornhill Condominiums, Stratham, New Hampshire 03885, and **ELLEN T. PETERSON and MICHAEL J. DONAHUE, CO-TRUSTEES of the Trust for the Benefit of ADAM E. HANNA**, pursuant to Rockingham County Probate Docket No. 2000-0834, with a mailing address c/o 225 Water Street, Exeter, New Hampshire 03833 (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, grants in perpetuity to

the **Rockingham County Conservation District**, a subdivision of the State of New Hampshire (RSA 432:12), a "qualified organization" within meaning of Section 170 (b)(1) of Internal Revenue Service Code of 1986, as amended, and a governmental body eligible to hold a "conservation easement" within meaning of NH RSA 477:45-47, with principal offices at and a mailing address of 110 North Road, Brentwood, New Hampshire, (hereinafter referred to as the "Grantee"),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to two certain contiguous parcels of approximately 20.58 acres in the aggregate (herein referred to as the "Property") being unimproved land situated on the north side of Portsmouth Avenue, 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 thereof, which includes a pedestrian access easement from N.H. Route 33 to the Property.

1. PURPOSES

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

- A. The preservation and conservation of open spaces, particularly the conservation of productive farm and/or forest land of which the land area subject to the Easement granted hereby consists, and of the wildlife habitat on the property, and the scenic enjoyment of the general public.
- B. The purposes are consistent with clearly delineated open space conservation goals and/or objectives, i.e., the following statements in Chapter 7 (Resource Conservation and Preservation) of the August, 1998 Master Plan of the Town of Stratham ("the Master Plan"): "Although Stratham's natural features still exist in abundance, past development has inevitably resulted in the loss of some resources, especially open spaces and active agricultural land. Careful attention must be given to future development so that further development so that further losses to both the natural and cultural environment are minimized and that the essential qualities that make Stratham the community it is remain intact;" and the clearly delineated open space conservation goals and/or objectives as stated

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

in Chapter 8 (Existing and Future Land Use) of the Master Plan, which states that “[t]he protection of open space in Stratham is necessary and desirable for a variety of reasons....”.

C. With New Hampshire RSA Chapter 79-A:1 which states in pertinent part: “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.”

D. The preservation of the land subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantor and Grantee.

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

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

2. USE LIMITATIONS (Subject to 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, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by onsite activities.

- i. For the purposes hereof, “agriculture” and “forestry” shall include animal husbandry, floricultural, and horticultural activities; the production of plant and animal products for domestic or commercial purposes; the growing stocking, cutting and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup).
- ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, 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 then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U. S. D.A. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active.

B. The Property shall not be subdivided.

C. No structure or improvement including, but not limited to, a dwelling, any portion of a septic system, telecommunications and/or wireless communication facility, tower, tennis court, swimming pool, or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including but not limited to, a road, trail, dam, fence, bridge, culvert, or shed may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of agricultural, forestry, conservation, or non-commercial outdoor recreational uses of the Property and provided that they are not detrimental to scenic and wildlife habitat protection 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 agricultural management, conservation, habitat management, forest management, or non-commercial outdoor recreational or educational 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 NH Natural Heritage Inventory or agency recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
 - iii. are not detrimental to scenic and wildlife habitat protection purposes of this Easement.
 - iv. prior to commencement of any such act, all necessary federal, state, and local permits and approvals shall be secured.
- E. No outdoor advertising structure such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of conservation, forestry, or non-commercial outdoor recreation or education uses of the Property, and provided such signs are not detrimental to the purposes of this Easement.
- 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 rock, minerals, gravel, sand, topsoil, or 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.
3. RESERVED RIGHTS
- A. Grantor reserves the right to create ponds for purpose of fire protection or wildlife habitat enhancement in accordance with a plan developed by the USDA Natural Resources Conservation Service or other similar agency then active.
 - B. Grantor reserves the right to post against hunting, fishing and/or public access or not to post as Grantor may desire from time to time.
 - C. Grantor reserves the right to permit or forbid the use of motorized recreational vehicles of all kinds, as Grantor may desire from time to time.
 - D. Grantor reserves the right to construct, manage, use, and maintain trails as public foot paths and signs associated with such trails.
 - E. Grantor reserves the right to construct, repair, maintain or replace a well for domestic water consumption on the Easement property with notification to Grantee before the beginning of work. In the case of urgent repair, telephonic or electronic notice shall be given, followed by written notice. In the case of construction, routine maintenance and/or repair, thirty days notice shall be given. Grantee shall not unreasonably withhold approval.

- F. With respect to those rights reserved under 3.A, 3.D and 3 E above, the Grantor must notify Grantee in writing thirty (30) days before any exercise of the aforesaid reserved rights, and consult with the Grantee after such notification.

4. NOTIFICATION OF TRANSFER, TAXES, AND MAINTENANCE

- A. Grantor agrees to notify Grantee in writing twenty-one (21) days before transfer of title to the Property provided however no notification shall be required in the case of any mortgage placed upon the property subsequent to the grant of this Easement.
- B. 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 United States Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the US Internal Revenue Code of 1986, as amended, or to any qualified organization within 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, fulfill the responsibilities, and carry out the duties assumed by the acceptance of this Easement.
- C. The Grantee shall have the right to install and maintain signs that identify and further the conservation or preservation purposes of the Property, or for identification of conservation partners, provided the purposes of this easement are not impaired.

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 of conduct, delivered in hand or by certified mail, return receipt requested.
- B. The Grantor shall, within 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 this 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. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Property, or to prevent action or potential action which is determined to be inconsistent with the stated purposes of this easement, the Grantee may pursue any of its remedies under this Section 6, 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, 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.
- G. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the 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 proved herein, and shall be delivered in hand or sent by certified mail, 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 of their respective interests in that part of the Property condemned on the date of execution of this Easement. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The values of the Grantor and Grantee 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.

11. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposed of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to the 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.

12. ARBITRATION OF DISPUTES

- A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with NH 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.
- E. Notwithstanding the availability of arbitration to address disputes arising under this Easement, if the Grantee determines that some action or inaction of the Grantor or a third party is causing or may cause irreparable harm or damage to the Property or if the Grantee determines such action or potential action is inconsistent with the purposes of this Easement, the Grantee may in accordance with Section 6 above, seek a temporary restraining order, preliminary injunction or other form of relief from any New Hampshire Court of competent jurisdiction to cause a cessation of any damage or potential harm pending resolution of any dispute in accordance with this Section 12.

13. MERGER

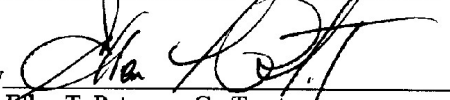
The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to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

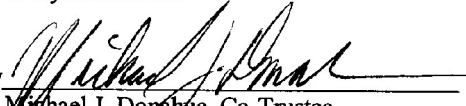
The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand this 31st day of December, 2003.


Ellen T. Peterson

TRUST for the Benefit of ADAM E. HANNA

By 
Ellen T. Peterson, Co-Trustee
Duly Authorized

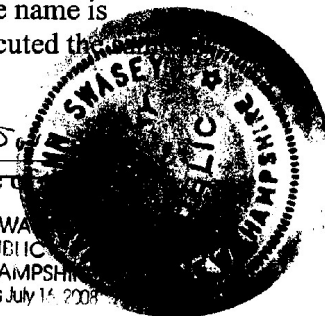
By 
Michael J. Donahue, Co-Trustee
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 31st day of December, 2003, before me personally appeared Ellen T. Peterson, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed for the purposes therein contained.


Notary Public/Justice of the Peace

MARY ANN SWASEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires July 14, 2008

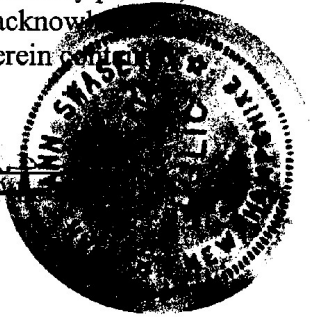


STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 31st day of December, 2003, before me personally appeared Ellen T. Peterson, Co-Trustee of the Adam E. Hanna Trust, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed for the purposes therein contained, on behalf of said Trust.

Mary Ann Swasey
Notary Public/Justice of the Peace

MARY ANN SWASEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires July 16, 2008

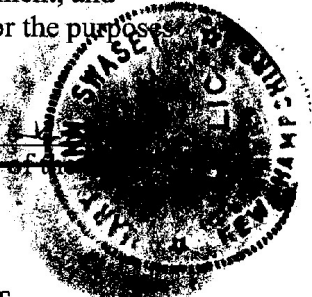


STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 31st day of Dec, 2003, before me personally appeared Michael J. Donahue, Co-Trustee of the Adam E. Hanna Trust, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed for the purposes therein contained, on behalf of said Trust.

MARY ANN SWASEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires July 16, 2008

Mary Ann Swasey
Notary Public/Justice of the Peace



ACCEPTED: ROCKINGHAM COUNTY CONSERVATION DISTRICT

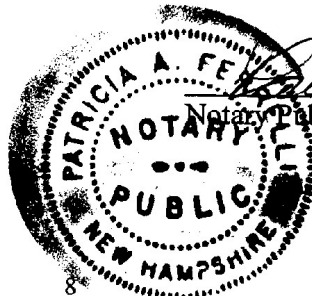
By: Cynthia W. Smith

Title: Chairman
Duly Authorized

Date: Dec. 31, 2003

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 31st day of Dec, 2003, before me personally appeared Cynthia Smith, of Rockingham County Conservation District, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed for the purposes therein contained.



Patricia Ferrell
Notary Public/Justice of the Peace

APPENDIX A

A certain Conservation Easement approximately 20.58 acres in the aggregate over two certain contiguous parcels, which includes a pedestrian access easement from N.H. Route 33 to the Property, being unimproved land situated in on the north side of Portsmouth Avenue, in the Town of Stratham, County of Rockingham, and State of New Hampshire, as shown on plan of land entitled "Conservation Easement Plan For Heirs of Robert L. Hanna, Portsmouth Avenue/Route 33, County of Rockingham, Stratham, NH" dated October 23, 2003, and revised on 11/04/03 and on 12/30/03, recorded in Rockingham County Registry of Deeds as Plan # D-31249, bounded and described as follows:

Conservation Easement Area 10.64 Acres (Lot 23 with Access Easement):

Beginning at a point at the edge of the Conservation Easement, being the Southeasterly corner of the described premises and at the Conservation Easement on Lot 27 as shown on said Plan; thence turning and running North 35° 20' 08" West a distance of 181.91 feet and continuing North 34° 11' 49" West a distance of 81.32 feet and continuing North 30° 32' 57" West a distance of 157.84 feet and continuing North 31° 13' 47" West a distance of 174.43 feet and continuing North 37° 01' 49" West a distance of 128.00 feet and continuing North 32° 02' 58" West a distance of 43.55 feet to a point at the end of the stonewall, said last six courses being along a stonewall and Lot 27 as shown on said Plan; thence turning and running North 43° 29' 19" West a distance of 203.49 along land now or formerly of State of New Hampshire Technical College; thence turning and running South 51° 45' 29" West a distance of 130.89 feet and continuing South 51° 50' 28" West a distance of 205.10 feet and continuing South 54° 14' 38" West a distance of 64.92 feet to a point at land now or formerly of Dana Noyes, said last 3 courses being along said land of State of New Hampshire Technical College; thence turning and running South 27° 09' 53" East a distance of 63.51 feet and continuing South 15° 57' 22" East a distance of 80.96 feet and continuing South 14° 10' 08" West a distance of 124.81 feet and continuing South 35° 41' 09" East a distance of 312.88 feet and continuing South 29° 55' 25" East a distance of 70.36 feet and continuing South 37° 08' 33" East 100.04 feet to a point at land now or formerly of Carol A. Klesaris, said last 6 courses being along land now or formerly of Dana C. Noyes and along land now or formerly of Elizabeth F. Noyes; thence turning and running North 56° 41' 56" East a distance of 72.37 feet and continuing South 79° 56' 13" East a distance of 30.80 feet and continuing South 70° 17' 30" East a distance of 79.58 feet and continuing South 72° 14' 20" East a distance of 58.95 feet and continuing South 66° 12' 19" East a distance of 133.99 feet to a point at the edge of the

conservation easement, said last five courses being along land now or formerly of Carol A. Klesaris and land now or formerly of Donald V. Moran, thence turning and running North 53° 41' 38" East a distance of 292.08 feet to Lot 27 and the point of beginning.

Together with the benefit of a ten (10') foot wide pedestrian access easement over Lot 27 as hereinafter described and the right to traverse the area of the Conservation Easement area on Lot 27 to access the Conservation Easement area on Lot 23.

Conservation Easement Area 9.94 Acres (Lot 27 with Access Easement):

Beginning at a point at the edge of the Conservation Easement being the Easterly corner of the described premises, at the end of the 10' Wide Pedestrian Access Easement as shown on said Plan, and at land now or formerly of Robert E. & Irma C. Goodrich Trust; thence running North 10° 01' 26" West a distance of 96.52 feet and continuing North 10° 46' 03" West a distance of 164.54 feet and continuing North 08° 25' 30" West 47.41 feet and continuing North 03° 26' 16" East 220.90 feet to a point at the intersection of a stonewall and land now or formerly of Edwin F. Winchell, said last 4 courses being along land now or formerly of Goodrich Trust and partly along a stone wall; thence turning and running North 38° 02' 24" West a distance of 56.45 feet and continuing North 36° 23' 15" West a distance of 287.18 feet to a corner in the stonewall, said last two courses being along land now or formerly of said Winchell; thence turning and running South 51° 26' 45" West a distance of 243.07 feet and continuing South 50° 36' 40" West a distance of 320.28 feet and continuing South 55° 31' 05" West a distance of 63.73 feet to a corner in the stonewall and at Lot 23 as shown on said Plan, said last three courses being along land now or formerly of State of New Hampshire Technical College; thence turning and running South 32° 02' 58" East a distance of 43.55 feet and continuing South 37° 01' 49" East a distance of 128.00 feet and continuing South 31° 13' 47" East a distance of 174.43 feet and continuing South 30° 32' 57" East a distance of 157.84 feet and continuing South 34° 11' 49" East a distance of 81.32 feet and continuing South 35° 20' 08" East a distance of 218.18 feet to a point at the edge of the Conservation Easement; thence turning and running North 53° 44' 15" East a distance of 390.39 feet to land now or formerly of said Goodrich Trust and the point of beginning.

Together with a ten (10') foot wide pedestrian access easement for the benefit of the holder of this easement to access same and subject to the right of access over said ten (10') foot wide pedestrian access and over the Conservation Easement Area for the benefit of the holder of the Conservation Easement on Lot 23.

10' Wide Pedestrian Access Easement (Lot 27). Beginning at a point on the Northerly side of Route 33, being the Southerly corner of the described premises and at a stonewall and land now or formerly of Robert E. & Irma C. Goodrich Trust, and thence turning and running North 12° 06' 41" West a distance of 145.80 feet and continuing North 19° 04' 42" West a distance of 144.13 feet and continuing North 14° 16' 02" West a distance of 99.74 feet and continuing North 10° 14' 14" West 164.73 feet and continuing North 11° 22' 45" West a distance of 42.60 feet and continuing North 09° 46' 36" West a distance of 74.39 feet and continuing North 10° 47' 40" West a distance of 256.88 feet and continuing North 10° 01' 26" West a distance of 91.01 feet to a point at the end of the 10' Wide Pedestrian Access Easement; thence turning and running South 79° 58' 34" West a distance of 15.00 feet to a point; thence turning and running South 10° 01' 26" East a distance of 87.02 feet and continuing South 10° 47' 40" East a distance of 256.85 feet and continuing South 09° 46' 36" East a distance of 74.47 feet and continuing South 11° 22' 45" East a distance of 42.66 feet and continuing South 10° 14' 14" East a distance of 165.11 feet and continuing South 14° 16' 02" East a distance of 100.90 feet and continuing South 19° 04' 42" East a distance of 143.85 feet and continuing South 12° 06' 41" East a distance of 140.40 feet to a point on the Northerly side of Route 33; thence turning and running in an Easterly direction along the Northerly side of Route 33 a distance of 15.66 feet to the point of beginning.

For source of title, see the following Deeds: Deed to Robert L. Hanna and Sherry J. Hanna by Lionel R. Labonte and Greta E. Labonte, dated May 29, 1974, recorded in Rockingham County Registry of Deeds, Book 2221, Page 1471; see also Deed to Robert L. Hanna from Sherry J. Hanna, dated June 24, 1987, recorded in the Rockingham County Registry of Deeds at Book 2690, Page 1629; see also Deed of Gerald L. Dubois dated March 9, 1978, recorded in Rockingham County Registry of Deeds, Book 2306, Page 115; see also the Estate of Robert L. Hanna, Rockingham County Probate Docket #1999-0169, and the Trust of Robert L. Hanna, Rockingham County Probate Docket #2000-0834.