

GOODRICH - ROBERT & IRMA

MAP 14 LOT 28
321 PORTSMOUTH AVE

3 of 3

For recorder's use:

Tax Stamp: \$ -0-

Recording Fee: \$

Return to:

Rockingham County Conservation District

110 North Road

Brentwood, NH 03833

*Beel
Town Stra*

044739

PROPERTY LOCATED IN STRATHAM, ROCKINGHAM COUNTY, NEW HAMPSHIRE

THIS IS A TRANSFER TO AN INSTRUMENTALITY
OF THE STATE AND IS EXEMPT FROM THE
NEW HAMPSHIRE REAL PROPERTY TRANSFER
TAX PURSUANT TO RSA 78-B:2, 1

CONSERVATION EASEMENT DEED AND DEED RESTRICTION

Robert E. Goodrich, Trustee of the Robert E. Goodrich Revocable Trust, Irma C. Goodrich, Trustee of the Irma C. Goodrich Revocable Trust, Robert E. Goodrich, individually, and Irma C. Goodrich, individually, of 321 Portsmouth Avenue, Stratham, County of Rockingham, State of New Hampshire hereby certify that as such Trustees we have full and absolute power thereunder to convey any interest in real estate and the improvements thereon held therein and no purchaser or third party shall be bound to inquire whether as such Trustees we have said power or are properly exercising said power or to see to the application of any trust asset paid to us as such Trustees for a conveyance thereof (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

2005 JUN 29 AM 9:55

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

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" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns) and an Executory Interest to the **TOWN OF STRATHAM**, a municipal corporation, situated in the County of Rockingham, State of New Hampshire, acting through its Conservation Commission pursuant to NH RSA 36-A:4, with a mailing address of 10 Bunker Hill Avenue, Stratham, New Hampshire 03885, (hereinafter referred to as the "Executory Interest Holder"),

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") consisting of approximately 31.3 acres being undeveloped land situated on the north side of Portsmouth Avenue (also known as Route 33), in the Town of Stratham, County of Rockingham, State of New Hampshire, and as shown on a Plan entitled "Conservation Easement Plan as drawn for Robert E. & Irma C. Goodrich Tax Map 14 Lot 28, 321 Portsmouth Ave., Stratham, N.H. " and dated April 2005", and recorded in the Rockingham County Registry of Deeds as Plan No. D-32597 ("the Plan") and as more particularly bounded and described in Appendix "A" attached hereto and made a part thereof; and

the Deed Restriction (hereinafter referred to as "Restriction") hereinafter described with respect to that certain parcel of land adjacent to the Property, with any and all buildings, structures, and improvements, thereon, consisting of approximately 4.7 acres, situated on the north side of Portsmouth Avenue (also known as Route 33) in the Town of Stratham, County of Rockingham, State of New Hampshire (the "Exclusion Area"), as shown on the Plan, and more particularly bounded and described in Appendix "B" attached and made a part hereof (together, the parcels bounded and described in Appendices A and B comprise the Grantor's property in its entirety).

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 the 31.3 acres 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 as viewed from public highways.
- B. These purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the August, 1998 Master Plan of the Town of Stratham ("the Master Plan"), in Chapter 7 (Resource Conservation and Preservation): "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 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 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 and as otherwise permitted by this instrument.

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. In addition, the Property shall not be subdivided from and conveyed separately from the Exclusion Area.

- 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, and
 - 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, agriculture, 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. All signs shall comply with local ordinances, and no sign shall be artificially illuminated.
- 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

All acts and uses not prohibited in Section 2 are permissible provided that such acts and uses do not impair the purposes of this Easement or other significant conservation interests. The Grantor reserves to themselves and their successors and assigns all other customary rights

and privileges of ownership, including the right to conduct or permit the following activities on the Property:

- A. Grantor reserves the right to create ponds for purpose of agriculture (including irrigation), 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 or consulting service approved by the Grantee in consultation with the Grantor. Furthermore, the Grantor reserves the right to remove from the Property any spoil or other associated materials resulting from the construction or maintenance of said ponds. No pond, including those currently on the Property, shall exceed one acre in surface area. There shall be a maximum of 3 (three) ponds allowed on the Property.
- 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 post against the use of motorized recreational vehicles of any or all kinds, or to permit the use of non-commercial motorized recreational vehicles of any or all kinds, as Grantor may desire from time to time, so long as any permitted use of such vehicles is not detrimental to the purposes of this Easement:
- D. Grantor reserves the right to construct, manage, use, and maintain trails as public foot paths and signs associated with such trails, so long as the construction, maintenance, or use of trails does not create erosion and is not detrimental to any purpose of this Easement.
- E. Grantor reserves the right to maintain, repair, or replace all agricultural utilities including but not limited to, roads, ponds, and water lines necessary to conduct agricultural practices. With the exception of emergency repairs, the Grantor shall notify the Grantee in writing thirty (30) days before any exercise of this reserved right that involves disturbance of the soil surface or the surface or subsurface water systems or wetlands, and consult with the Grantee after such notification. In the event of an emergency repair, the Grantor shall notify the Grantee of the action taken as soon as practicable, and for this purpose telephone or electronic communication shall be sufficient followed by written notice.
- F. Grantor reserves the right to stockpile, compost and/or burn tree and brush limbs and similar unpainted, untreated biodegradable materials including blueberry and raspberry bushes originating on the Property in locations where such materials will not be detrimental to the purposes of this Easement.
- G. Grantor reserves the right to maintain property bounds to include the maintenance and rebuilding of stonewalls.
- H. Grantor reserves the right to permit archaeological investigations on the Property after receiving written approval from the Grantee. Prior to permitting any such investigations, the Grantor shall send written notice to the New Hampshire State Archaeologist (or other

person or agency then recognized by the State as having responsibility for archaeological resources) for review and comment, and to the Grantee, such notice describing the nature, scope, location, timetable, qualifications of investigators, site restoration, research proposal, and any other material aspect of the proposed activity. The Grantor and the Grantee shall request the State Archaeologist (or other person or agency as above) to consider the proposal, to apply the standards as specified in rules implementing RSA 227-C:7 (permits Issued for State Lands and Waters), and to provide written comments to the Grantor and the Grantee. The Grantee may, in its sole discretion, approve the proposed investigations only if it finds that all of the following conditions are met:

- i. The archaeological investigations shall be conducted by qualified individuals and according to a specific research proposal;
 - ii. The proposed activities will not harm state or federally recognized rare, endangered or threatened species; and
 - iii. The proposed activities will not be detrimental to the purposes of the Easement.
- I. Grantor reserves the right to convert forest land to agricultural land and vice versa, and has no obligation to maintain open fields as such.
 - J. Grantor reserves the right to maintain, repair, and replace, within the confines of its present layout, as shown on the Conservation Easement Plan, the driveway leading from Route 33 to the Exclusion Area, (which reserved right includes the right to pave said driveway).
 - K. Grantor reserves the right to conduct educational activities through qualified instructors with individuals or groups of students in the production of agricultural crops common to the New England area and to also conduct research on new and improved methods of production and varieties in association with these educational activities.
 - L. With respect to those rights reserved under 3.A, D., H., and J. 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. RESTRICTION CONVEYED ON EXCLUSION AREA

For the benefit and in aid of the Easement granted hereby and running therewith, the Grantor hereby also grants to the Grantee the right to enforce the following Restriction with respect to the Exclusion Area:

The Exclusion Area shall not be further subdivided, or subdivided from the Property.

5. 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.

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

6. 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, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer. The provisions of this Paragraph are subject to the provisions of Section 16 below.
- 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.
- D. The grant of this Easement does not create any public right of access to the Property for any use or purpose, or any right-of-way over, across or upon the Property for the benefit and use of the general public.

7. 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 7, 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.
- 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. 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.

8. 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.

9. 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.

10. EXECUTORY INTEREST

- A. If Grantee ceases to enforce the Easement conveyed hereby or refuses to enforce it within thirty (30) days after receipt of written notice, delivered in hand or certified mail, return receipt requested, from the Executory Interest Holder, identifying (a) specific breach of

conduct; (b) the specific failure on the part of Grantee to enforce; and (c) requesting such enforcement, then said Executory Interest Holder shall have the right to enforce this Easement by undertaking such actions, including restoration, which is reasonable calculated to cure said breach, or to terminate said conduct, and to repair any damage. In such circumstance, the Executory Interest Holder shall then also have the right to request that a Court of competent jurisdiction terminate the interest of the Grantee in the Property by filing an action to quiet title in the appropriate Court. If said Court determines that the Grantee has failed to substantially enforce this Easement, then the rights and obligations under this Easement shall immediately vest in the Executory Interest Holder and shall then assume all interests and responsibilities granted to the Grantee in this deed. The provisions of this Paragraph are subject to the provisions of Section 16 below.

- B. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 6. A. above. Any such assignee or transferee shall have like power of assignment or transfer, subject to the provisions of Section 16 below.

11. 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, the Grantee and the Executory Interest Holder 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 Executory Interest Holder (which provided funds for the initial purchase of the Conservation Easement) 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 Executory Interest Holder'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 Executory Interest Holder's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.
- C. The Executory Interest Holder 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 on lands within the Town of Stratham.

12. 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 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 6. A., above, accepts and records the additional easement.

13. ALTERNATE DISPUTE RESOLUTION

- A. The Grantor and the Grantee desire that issues arising from time to time concerning prospective uses or activities in light of the conservation purposes of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if a party becomes concerned about the consistency of any proposed use or activity with the purpose(s) of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution.
- B. If informal dialogue does not resolve the issue, and the Grantor agrees not to proceed with the proposed use or activity pending resolution of the on-going dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall agree on a single impartial mediator who shall be an attorney licensed to practice law in New Hampshire or an experienced land use or land conservation professional, both of which must have experience with conservation easements and training in mediation. Mediation shall be conducted in Exeter, New Hampshire. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the dispute has not been resolved by mediation within sixty (60) days after delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then, either party may refer the dispute to binding arbitration by request made in writing and in accordance with New Hampshire RSA 542. Within thirty (30) days of the receipt of such a request, the parties shall select a single impartial arbitrator to hear the matter. The arbitrator shall be an attorney licensed to practice law in New Hampshire with experience in conservation easements and applicable training and experience as an arbitrator. Judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction. The arbitrator shall be bound by and follow the United States Internal Revenue Code. The arbitration shall be conducted in Exeter, New Hampshire.
- D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, and to require the restoration of the Property to its condition prior to the breach and for such damages as appropriate.
- E. Notwithstanding the availability of mediation and arbitration to address disputes concerning the consistency of any proposed use or activity with the purposes of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a

temporary restraining order, preliminary injunction or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section 13.

14. 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.

15. 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 section 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 such land.

16. ADDITIONAL RIGHTS OF INITIAL GRANTORS AND MEMBERS OF THEIR FAMILY.

- A. So long as Robert E. Goodrich and Irma C. Goodrich, individually or as trustee, or either of them, or any child of theirs, shall own or have the beneficial use of the Property, the Grantee and the Executory Interest Holder shall consult with them and shall seek their approval of (a) any assignment or transfer of the Grantee's interest pursuant to Paragraph 6, including the identity of the assignee or transferee, and (b) the exercise of the executory interest under Paragraph 10 A., or the assignment or transfer of the Executory Interest under Paragraph 10 B., before making any such assignment, transfer, or exercising the executory interest.
- B. The purpose of the rights set forth in Paragraph A. is not to provide the Grantor, either of them, or any child of theirs, the right or ability to block or veto the assignment or transfer of any interest or the exercise of the executory interest, but rather to allow them to participate in the discussions to identify an appropriate assignee or transferee, or to have input in the exercise of the executory interest. Furthermore, these rights are personal to Robert E. Goodrich and Irma C. Goodrich individually and as Trustees and their children, and shall not be further assigned or transferred by any of them.

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 29th day of June, 2005.

Robert E. Goodrich
Robert E. Goodrich, Trustee,
Robert E. Goodrich Revocable Trust

Irma C. Goodrich
Irma C. Goodrich Trustee,
Irma C. Goodrich Revocable Trust

Robert E. Goodrich
Robert E. Goodrich, individually

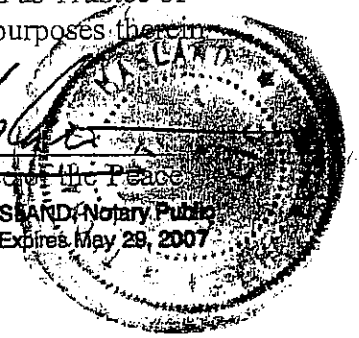
Irma C. Goodrich
Irma C. Goodrich, individually

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 29th day of June, 2005, before me personally appeared Robert E. Goodrich, known to me, or satisfactorily proven, to be Robert E. Goodrich, and acknowledged that he executed the foregoing instrument individually and as Trustee of the Robert E. Goodrich Revocable Trust as his free act and deed for the purposes therein contained.


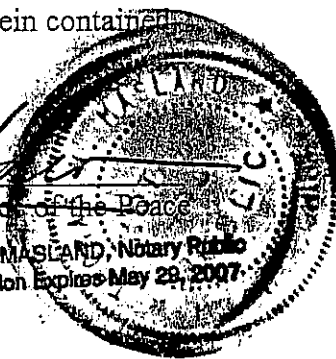
Thomas N. Massand
Notary Public/Justice of the Peace

THOMAS N. MASSAND, Notary Public
My Commission Expires May 28, 2007



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 29th day of June, 2005, before me personally appeared Irma C. Goodrich, known to me, or satisfactorily proven, to be Irma C. Goodrich, and acknowledged that she executed the foregoing instrument individually and as Trustee of the Irma C. Goodrich Revocable Trust as her free act and deed for the purposes therein contained.

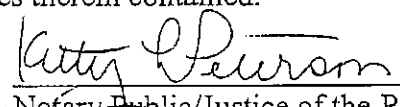

Notary Public/Justice of the Peace
THOMAS N. MASLAND, Notary Public
My Commission Expires May 29, 2007


ACCEPTED: ROCKINGHAM COUNTY CONSERVATION DISTRICT

By: Cynthia W. Smith
Cynthia W. Smith
Title: Chairman
Duly Authorized
Date: June 29, 2005

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 29th day of June, 2005, before me personally appeared Cynthia W. Smith, (name) Chairman (title) 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.


Notary Public/Justice of the Peace


KITTY L. PETERSON, Justice of the Peace
My Commission Expires February 6, 2007

ACCEPTED BY THE EXECUTORY
INTEREST HOLDER: TOWN OF STRATHAM

By: 

Title: David Short, Chair, Board of Selectmen
Duly Authorized

Date: June 20, 2005

By: 

Title: Kirk Scamman, Selectman
Duly Authorized

Date: June 20, 2005

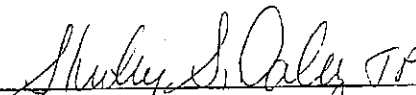
By: 

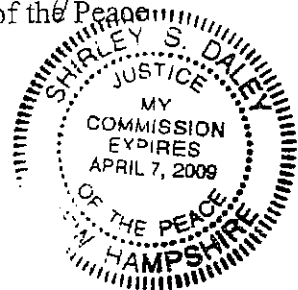
Title: Martin Wool, Selectman
Duly Authorized

Date: June 20, 2005

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 20th day of June, 2005, before me personally appeared David Short (name) Chair, Board of Selectmen (title) of Town of Stratham, 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.

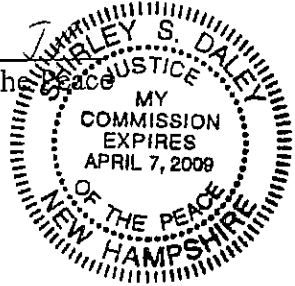

Notary Public/Justice of the Peace



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 20th day of June, 2005, before me personally appeared Kirk Scamman (name) Selectman (title) of Town of Stratham, 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.


Shirley S. Daley, Jr.
Notary Public/Justice of the Peace



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 20th day of June, 2005, before me personally appeared Martin Wool (name) Selectman (title) of Town of Stratham, 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.

Shirley S. Daley, Jr.
Notary Public/Justice of the Peace



APPENDIX A

The "Property" subject to this Easement is that tract of land, with any and all structures and improvements thereon, situated on Route 33 (a/k/a "Portsmouth Avenue"), so called, in the Town of Stratham, County of Rockingham, State of New Hampshire, consisting of approximately 31.28 acres, shown on a plan entitled, *Conservation Easement Plan as drawn for Robert E. & Irma C. Goodrich, Tax Map 14 Lot 28, 321 Portsmouth Ave, Stratham, NH*, by Walter J. Zwearcan L.L.S., 171 Emerson Ave., Hampstead, NH 03841, dated April 2005, recorded as Plan D-32597, and more particularly bounded and described as follows:

Beginning at the southwesterly corner of said Property at a rebar with a cap set on the northerly side of Route 33 (a/k/a "Portsmouth Avenue"), at land now or formerly of the Ellen E. Peterson and Adam E. Hanna Trust;

Thence the following courses and distances along said Peterson and Hanna Trust land:

- North 15 degrees 42 minutes 48 seconds West 3.29 feet to a drill hole set in a stone post at the end of a stone wall;
- North 15 degrees 42 minutes 48 seconds West 146.89 feet along said stone wall to a drill hole set in said stone wall;
- North 22 degrees 31 minutes 54 seconds West 144.13 feet along said stone wall to a drill hole set in said stone wall;
- North 29 degrees 41 minutes 5 seconds West 19.23 feet across a gap in said stone wall to a drill hole set in said stone wall;
- North 14 degrees 56 minutes 5 seconds West 81.06 feet along said stone wall to a drill hole set in said stone wall;
- North 13 degrees 44 minutes 53 seconds West 281.70 feet along said stone wall to a drill hole set in said stone wall;
- North 14 degrees 26 minutes 45 seconds West 112.39 feet along said stone wall to a drill hole set in said stone wall;
- North 14 degrees 5 minutes 52 seconds West 144.48 feet along said stone wall to a drill hole set in said stone wall;
- North 13 degrees 28 minutes 32 seconds West 187.50 feet along said stone wall to a drill hole set at the end of said stone wall;
- North 14 degrees 13 minutes 3 seconds West 164.60 feet partially along a stone wall to a drill hole set in said stone wall;
- North 11 degrees 52 minutes 2 seconds West 47.42 feet along said stone wall to a 2-inch iron pipe found at the intersection of stone walls; and
- North 0 degrees 1 minute 9 seconds West 220.87 feet along a stone wall to a drill hole found at the intersection of stone walls at land now or formerly of the State of New Hampshire;

Thence turning and running the following courses and distances along said State of New Hampshire land:

- North 53 degrees 1 minute 17 seconds East 123.21 feet along a stone wall to a ¾-inch rebar found in said stone wall;
- North 49 degrees 39 minutes 26 seconds East 83.75 feet along said stone wall to a drill hole set in the end of said stone wall;
- North 49 degrees 16 minutes 5 seconds East 63.99 feet to a drill hole found in the end of a stone wall;
- North 53 degrees 38 minutes 9 seconds East 219.39 feet partly along a stone wall to a drill hole set in the end of said stone wall; and
- North 52 degrees 19 minutes 19 seconds East 303.49 feet to a ¾-inch rebar found at land now or formerly of Edward F. and Lisa A. Winchell;

land: Thence turning and running the following courses and distances along said Winchell

- South 36 degrees 5 minutes 46 seconds East 195.09 feet past a dead tree with wire and partly along a stone wall to a drill hole set in the end of said stone wall;
- South 39 degrees 33 minutes 8 seconds East 404.09 feet partly along wire remains and partly along a stone wall to a drill hole set at the intersection of stone walls;
- South 39 degrees 5 minutes 51 seconds East 248.73 feet along a stone wall to a drill hole set in said stone wall; and
- South 39 degrees 5 minutes 7 seconds East 251.55 feet along said stone wall to an iron pipe found at an intersection of stone walls at land now or formerly of the Juranty Living Trust;

Thence turning and running the following courses and distances along a stone wall and along said Juranty Living Trust land:

- South 33 degrees 56 minutes 33 seconds West 395.61 feet to a drill hole set in said stone wall; and
- South 33 degrees 43 minutes 22 seconds West 280.93 feet to a drill hole found in said stone wall at land now or formerly of Milton F. Dean and Cheryl A. Burns;

Thence continuing South 36 degrees 50 minutes 19 seconds West a distance of 32.18 feet along said stone wall and along said Dean and Burns land to a drill hole set in said stone wall;

Thence turning and running North 76 degrees 56 minutes 53 seconds West a distance of 346.16 feet along the "Exclusion Area" so-called and further described in Appendix B below to a rebar with a cap set at the end of a stone wall;

Thence turning and running South 24 degrees 26 minutes 51 seconds West a distance of 370.41 feet along the said "Exclusion Area" to a rebar with a cap set;

Thence South 3 degrees 59 minutes 22 seconds East a distance of 300.02 feet across a driveway and a stone wall along the said "Exclusion Area" to a rebar with a cap set on the northerly side of said Route 33; and

Thence turning and running along a curve to the left with a radius of 1,960.00 feet (a chord bearing of North 82 degrees 21 minutes 57 seconds West) for an arc length of 100.00 feet along said Route 33 to the point of beginning.

The Conservation Easement Area is subject to, and with the benefit of, the terms, conditions and benefits of the Deed of Warranty of Robert C. [sic] Goodrich and Irma C. Goodrich to the State of New Hampshire dated November 30, 1959, recorded at Book 1532, Page 232, and access allowed thereby as shown on the Plan.

APPENDIX B

The "Exclusion Area" subject to the Deed Restriction is that tract of land, with any and all structures and improvements thereon, situated on Route 33 (a/k/a "Portsmouth Avenue"), so called, in the Town of Stratham, County of Rockingham, State of New Hampshire, consisting of approximately 4.70 acres, shown on a plan entitled, *Conservation Easement Plan as drawn for Robert E. & Irma C. Goodrich, Tax Map 14 Lot 28, 321 Portsmouth Ave, Stratham, NH*, by Walter J. Zwearcan L.L.S., 171 Emerson Ave., Hampstead, NH 03841, dated April 2005, recorded as Plan D-32597, and more particularly bounded and described as follows:

Beginning at the southwesterly corner of said Exclusion Area at a rebar with a cap set on the northerly side of Route 33 (a/k/a "Portsmouth Avenue");

Thence running North 3 degrees 59 minutes 22 seconds West a distance of 300.02 feet across a stone wall and across a driveway to a rebar with a cap set;

Thence North 24 degrees 26 minutes 51 seconds East a distance of 370.41 feet to a rebar with a cap set at the end of a stone wall;

Thence turning and running South 76 degrees 56 minutes 53 seconds East a distance of 346.16 feet to a drill hole set in a stone wall at land now or formerly of Milton F. Dean and Cheryl A. Burns;

Thence turning and running the following courses and distances along said stone wall:

- South 33 degrees 58 minutes 53 seconds West 173.40 feet along said Dean and Burns land to a rebar found in said stone wall at land now or formerly of Gilbert E. and Dorothy M. Soucy;
- South 33 degrees 45 minutes 54 seconds West 87.98 feet along said Soucy land to a drill hole set in said stone wall;
- South 7 degrees 31 minutes 46 seconds West 99.35 feet along said Soucy land to a drill hole set in said stone wall;
- South 7 degrees 27 minutes 10 seconds West 119.68 feet along said Soucy land to a drill hole set in said stone wall; and
- South 7 degrees 33 minutes 0 seconds West 117.83 feet along said Soucy land to a drill hole set in the end of said stone wall;

Thence continuing South 7 degrees 30 minutes 34 seconds West a distance of 71.26 feet along said Soucy land to a rebar with a cap set at the northerly side of said Route 33; and

Thence turning and running along a curve to the left with a radius of 1,960.00 feet (a chord bearing of North 76 degrees 50 minutes 24 seconds West) for an arc length of 278.06 feet across a driveway and along said Route 33 to the point of beginning.

MEANING AND INTENDING to describe in each Appendix A and Appendix B a portion of the premises conveyed by Quitclaim Deed from Robert E. Goodrich and Irma C. Goodrich to Robert E. Goodrich, Trustee of the Robert E. Goodrich Revocable Trust, and Irma C. Goodrich, Trustee of the Irma C. Goodrich Revocable Trust, dated February 16, 2000, recorded at the Rockingham County Registry of Deeds at Book 3456, Page 869. See also deed of Lila J. Cottrell to Robert E. Goodrich and Irma C. Goodrich dated September 11, 1959 and recorded at said Registry at Book 1520, Page 484.

The Exclusion Area is subject to, and with the benefit of, the terms, conditions and benefits of the Deed of Warranty of Robert C. [sic] Goodrich and Irma C. Goodrich to the State of New Hampshire dated November 30, 1959, recorded at Book 1532, Page 232, and access allowed thereby as shown on the Plan.

The Conservation Easement Area described above in Appendix A and the Exclusion Area described in Appendix B constitute the entire premises owned by Robert E. Goodrich, Trustee of the Robert E. Goodrich Revocable Trust, and Irma C. Goodrich, Trustee of the Irma C. Goodrich Revocable Trust.

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