

Bill Town
3 Stratham
Sybil Law Office

BK 5182 P6 0421

This conveyance is exempt from the New Hampshire Real Estate Transfer Tax pursuant to N.H. RSA 78-B:2 I, II

000192

WARRANTY CONSERVATION EASEMENT DEED
with Grant of Water Withdrawal Rights and Grant of Limited Access

W. DOUGLAS SCAMMAN, JR., TRUSTEE OF THE W. DOUGLAS SCAMMAN, JR. REVOCABLE TRUST, of 69 Portsmouth Avenue, Town of Stratham, 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, grants in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 12 Center Street, PO Box 675, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, 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),

and an Executory Interest therein to the **TOWN OF STRATHAM**, a New Hampshire municipal corporation duly organized, with a principal place of business at 10 Bunker Hill Avenue, Town of Stratham, County of Rockingham, State of New Hampshire, 03885, a "qualified organization" within the meaning of Section 170 (b)(1) of the Internal Revenue Service Code of 1986, as amended, and a governmental body eligible to hold a "conservation easement" within the meaning of N.H. RSA 477:45-47 (hereinafter referred to as the "Executory Interest Holder"), as further described in Section 9 below,

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain area of land (herein referred to as the "Property") being unimproved land, consisting of approximately 67 acres, identified as "Conservation Area 'A'" on a plan titled "SUBDIVISION PLAN AND LOT LINE REVISION PLAN OF LAND OF W. DOUGLAS SCAMMAN JR. REVOCABLE TRUST, (TAX MAP 1, LOT 13 & 13-11), SHEILA A. SCAMMAN REVOCABLE TRUST (TAX MAP 1, LOT 13-5), ROLAND AND MONICA

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

SCHELLER (TAX MAP 8, LOT 30 ROUTE 108 & RIVER ROAD, STRATHAM, NEW HAMPSHIRE", dated September 22, 2009, prepared by Doucet Survey, Inc., and recorded in the Rockingham County Registry of Deeds as Plan D - ~~36673~~ (hereinafter referred to as the "Easement Plan"), situated off of River Road and Raeder Drive 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;

And as provided in Section 4 herein, a Right to Withdraw Water to the Town of Stratham, New Hampshire.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the "Purposes") for the public benefit:

- A. The conservation and protection of open spaces, particularly the conservation of the productive farm and/or forest land of which the Property consists and of the wildlife habitat thereon, including the 67 acres of supporting landscape identified by the New Hampshire Wildlife Action Plan, which includes ~28 acres of Appalachian Oak Pine Forest located on the Property, and the protection of the undeveloped approximately 100 feet of water frontage along the Squamscott River to which the Property provides access and upon which it fronts, and the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products; and
- B. The preservation and protection of the quality and availability of ground water and surface water resources on and under the Property, as potential future public water supplies, as defined by RSA 485:1-a, XV, as it may be amended from time to time; and
- C. The protection of the Property for outdoor recreation by and/or the education of the general public thereon, as set forth in Section 2.I below; and
- D. The enhancement and enlargement of the area of protected land located along and near the Squamscott River, including the adjacent conservation easement to be conveyed simultaneously by the Grantor on 139-acres of land, the adjacent 29-acre Zarnowski property owned by the Town of Stratham and the more than 250 acres of protected land near the Property.

The conservation values and natural resources of the Property are more particularly documented in a Baseline Documentation Report, as described in Section 16 below, prepared by Grantee and signed and acknowledged by the Grantor, which establishes the baseline condition of the property at the time of this grant. The Baseline Documentation Report consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Property at the time of this contract, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement. The Baseline Documentation Report shall be held by the Grantee and Executory Interest Holder with a copy provided to the original Grantor.

These Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated 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 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....";

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."

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)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. Land Use Prohibition. The Property shall be maintained in perpetuity as open space without there being conducted thereon any residential, industrial or commercial activities except agriculture and forestry or other permitted uses as described in Section 3, Reserved Rights, below, and provided that the future capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities. Such on-site agricultural and forestry activities shall not cause significant soil erosion or significant pollution or degradation of surface waters, subsurface waters or soil.
- B. Subdivision. The Property shall not be subdivided or conveyed in any form in separate parcels or subdivided or conveyed in any form in separate parcels from other land of the Grantor, said other land identified on the Easement Plan as "Conservation Area 'B'" and more particularly bounded and described in Appendix "B" hereto. In connection therewith, the Grantor further covenants and agrees not to undertake any action that would have the effect of subdividing or conveying any part of the Property or "Conservation Area 'B'", except that the lease of any portion of the Property for any use permitted by this Conservation Easement shall not violate this provision.
- C. Structures and Improvements. Except as provided for in Section 3.C, 3.D, 3.F, & 4 below, no structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor

recreational uses of the Property and which may include but not be limited to a road, dam, fence, utility line, bridge, culvert, barn, maple sugar house, or shed; and ii) not detrimental to the Purposes of this Easement. Even though certain structures and improvements are allowed if necessary in the accomplishment of the agricultural, forestry, conservation, or habitat management uses of the Property and subject to other conditions, as outlined above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, dock, tower, or aircraft landing area.

- D. Soil Disturbance. 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 agricultural, 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, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
 - iii. are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

- E. Advertising Structures. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 12 (twelve) square feet in size, and no sign shall be artificially illuminated.
- F. Mining. 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, except as reserved in Section 3.D below.
- G. Waste Disposal. There shall be no dumping, storage, injection, burning or burial of man-made materials, building demolition materials, construction debris, trash, tires, vehicle bodies or parts or similar materials, or materials known to be hazardous to human health or the environment, and no storage of snow that has been moved or transported onto the Property. However, the storage and spreading of compost, manure, or other fertilizer for

use on the Property; the storage of pesticides for use on the Property; the storage of feed for use on the Property; the temporary storage of trash that is generated on the Property in sound receptacles for periodic off-site disposal; the burning of brush and other vegetation grown on the Property that may be gathered in the course of permitted management activities; or leaving of slash after harvested timber on the Property are permitted, provided however that the aforesaid spreading, storage or leaving of slash is done in accordance with the then-current scientifically based practices recommended by, as appropriate, the University of New Hampshire Cooperative Extension, Natural Resources Conservation Service (NRCS), New Hampshire Department of Agriculture, Markets and Food Manual of Agricultural Best Management Practices (BMPs) in the State of New Hampshire and those recommendations (in addition to any and all label requirements) of the United States Environmental Protection Agency, or other government or private, nonprofit natural resource conservation and management agencies then active.

- H. Rights-of-Way and Easements. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, under, over, or across the Property except those of record as of the execution of this Conservation Easement Deed and those specifically permitted in the provisions of this Conservation Easement Deed. The Grantor shall not sell, lease, or grant an easement covering any portion of the Property where such sale, lease, or easement is for the purpose of construction and installation of underground or above-ground public utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, windmills, commercial satellite dishes, and cellular telephone or other communication towers. The Grantors may install utilities necessary for permitted structures on the Property.
- I. Posting and Public Access. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to the public for non-motorized, non-commercial, outdoor recreational and outdoor educational purposes, such as but not limited to hiking, wildlife observation, cross-country skiing, fishing, and hunting, but not for camping, horseback riding, or snowmobiling. However, the Grantee shall be under no duty to supervise said access, use, or purpose. The Grantor reserves the right to post the Property against public access to agricultural cropland during the planting and growing season, to agricultural land with perennial plantings (such as blueberry bushes) susceptible to damage from foot traffic or other allowed public uses, to lands while being grazed by livestock, and to forestland during harvesting or other forest management activities.
- J. Motorized Vehicle Use. The Grantor shall neither use motor vehicles nor grant permission for motorized vehicle use on the Property, except as necessary in the accomplishment of the agricultural, forestry, habitat management, law enforcement and public safety, conservation uses or general management of the Property, provided that no use of motorized vehicles shall create impacts that are detrimental to the productivity of the soils on the Property and the Purposes of this Conservation Easement; however, notwithstanding the foregoing, the use of snowmobiles on snow is allowed on the Property at the sole discretion of the Grantor.
- K. Density Requirements. The Property shall in no way be used to satisfy the density

requirements of any applicable zoning ordinance or subdivision regulation with respect to the development or use of any other property.

3. RESERVED RIGHTS

A. Agriculture and Forestry. The Grantor reserves the right to engage in agriculture and forestry on the Property.

i. Definitions. For the purposes hereof, and except as further specified below, “agriculture” and “forestry” shall include but not be limited to a nursery, an orchard, animal husbandry, floriculture, horticulture and the production of plant and animal products for domestic or commercial purposes; for example 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 cutting and sale of products produced on the Property (such as fruits, vegetables, maple syrup and small craft items) all as not detrimental to the Purposes of this Conservation Easement.

a. **Commercial Forestry**: For the purposes hereof, “Commercial Forestry” shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions.

b. **Non-commercial Forestry**: For the purposes hereof, “Non-commercial Forestry” shall include non-commercial timber stand improvement activities, wildlife habitat improvement, and the small-scale cutting or harvesting of wood products for the domestic use of the Grantor, such as clearing trees to maintain the edge of a field, thinning the forest stand to maintain a view, or cutting firewood for domestic consumption. Non-commercial Forestry shall not include activities conducted for the contemporaneous production of sale proceeds or other consideration.

ii. Agriculture.

Agriculture shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Such management activities shall not be detrimental to the Purposes of this Easement.

iii. Forestry.

Any and all Commercial and Non-commercial Forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with 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, 2004), and “Good Forestry in the Granite State:

Recommended Voluntary Forest Management Practices for New Hampshire” (New Hampshire Forest Sustainability Standards Work Team, 1997), or similar successor publications.

iv. Commercial Forestry.

In addition to the requirements outlined in Section 3.A.iii above, Commercial Forestry shall be performed using silvicultural practices that enhance or maintain the value of timber while recognizing that the wildlife and other non-timber values are important components of the forest. To the extent reasonably practicable, Commercial Forestry shall meet the following goals:

- a. The goals are:
 - maintenance of soil productivity;
 - protection of water quality, wetlands, and riparian zones;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality;
 - protection of unique or fragile natural areas;
 - protection of unique historic and cultural features; and
 - conservation of native plant and animal species.
- b. Any and all Commercial Forestry shall be performed in accordance with a written forest management plan (hereinafter referred to as “Forest Management Plan”) consistent with this Conservation Easement, prepared by a licensed professional forester, or by some other qualified person approved in advance and in writing by the Grantee. Said Forest Management Plan shall have been prepared not more than ten years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said harvest.
- c. Said Forest Management Plan shall include a statement of landowner objectives, and shall specifically address:
 - the accomplishment of those Purposes for which this Conservation Easement is granted; and
 - the goals in Section 3.A.iv.a above.
- d. At least thirty (30) days prior to any commercial timber harvest, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by some other qualified person approved in advance and in writing by the Grantee, that the Forest Management Plan has been prepared in compliance with the terms of this Conservation Easement. Grantee may request the Grantor to submit the plan to the Grantee within ten (10) days of such request, but acknowledges that the plan’s purpose is to guide forest management activities in compliance with this Conservation Easement, and that the actual activities will determine compliance therewith.
- e. Timber harvesting with respect to such Commercial Forestry shall be conducted in accordance with said Forest Management Plan and be supervised by a licensed

professional forester, or by another qualified person approved in advance and in writing by the Grantee.

- B. Ponds. The Grantor reserves the right to create ponds for purpose of agriculture, fire protection or wildlife habitat enhancement in accordance with a plan developed by the Natural Resources Conservation Service (NRCS) or successor agency. The total surface area, in aggregate, of all existing and created ponds shall not exceed one acre and to the extent possible will be located off of important agricultural soils. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of this reserved right.
- C. Water. The Grantors reserve the right to withdraw water from the Property to use to support the agricultural use of the adjacent land of the Grantor, said other land identified on the Easement Plan recorded herewith as "Conservation Area 'B'", and more particularly bounded and described in Appendix B hereto. Said withdrawal shall not significantly impair the Purposes of the Easement or of the rights granted to the Town of Stratham hereunder in Section 4 below.
- D. Trails. Subject to the review and approval of the Grantor, said approval not to be unreasonably withheld, the Town of Stratham shall have the right to clear, construct and maintain trails for walking, cross country skiing and other de minimis, limited low impact, transitory, non-commercial outdoor recreational activities within and across the Property and to connect the adjacent Town-owned Zarnowski property with access points on Raeder Drive and River Road, provided said trails are consistent with and not detrimental to the Purposes of this Easement. All trails shall conform to best practices recommended by the Appalachian Mountain Club or similar trail-maintaining organization (For reference, see Appalachian Mountain Club, The Complete Guide to Trail Building and Maintenance, 2008 or similar successor publications). In creating, maintaining or repairing such trails, the Town of Stratham shall not remove any trees without the Grantor's prior consent. The Town of Stratham shall notify the Grantee and Grantor in writing at least thirty (30) days before constructing new trails or relocating existing trails. The Town of Stratham shall bear the cost of constructing, maintaining and repairing said trails and the Grantor shall be under no obligation to maintain said trails. Once said trails are approved by the Grantor and cleared and constructed, the Town of Stratham may maintain said trails without further approval of the Grantor.
- E. Rocks. The Grantor reserves the right to remove from the Property and sell any rocks that are incidentally unearthed from agricultural activities conducted on the Property. Rocks from existing interior stone walls or exterior boundary walls on the Property are specifically excluded from this reserved right and may not be removed from the Property. This reserved right is an exception only to the limitation on the removal of rocks from the Property, as stated in Section 2.F. above.
- F. Structures Used for Associated Land of Grantor. This provision is an exception to Section 2.C above. Subject to the following conditions and the review and approval of the Grantee, with said approval not to be unreasonably withheld, the Grantor reserves the right to construct, place, or introduce onto the Property structures whose primary use is to support the Grantor's permitted agricultural and forestry use of other land of the Grantor,

said land identified as "Conservation Area 'B'" on the Easement Plan (said structures hereinafter referred to as "Supporting Structures"), and subject to a separate conservation easement deed recorded simultaneously hereto.

- i. The individual impact of each Supporting Structure and the cumulative impacts of all Supporting Structures and other structures and improvements allowed under Section 2.C of this Easement shall not be detrimental to the Purposes of this Easement.
- ii. At least thirty (30) days in advance of construction on, placement on, or introduction to the Property of said Supporting Structure, the Grantor shall provide the Grantee with a written summary of the proposed structure, its location, its intended uses, and an explanation as to how the proposed structure is consistent with this Easement. After consideration of the proposed structure's consistency with the terms and Purposes of this Easement, the Grantee shall approve, approve with conditions, or disapprove the proposed structure in writing to the Grantor. Grantee shall approve or disapprove within thirty (30) days of receipt of the Grantor's written request. Such approval shall not be unreasonably withheld.

Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements or similar structures or improvements whose primary use is to support the Grantor's permitted agricultural and forestry use of "Conservation Area 'B'", including but not limited to: dwelling, mobile home, cabin, residential driveways, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, communications tower, dock, or aircraft landing area.

- G. Posting. The Grantor reserves the right to post the Property against public access to agricultural cropland during the planting and growing season, to agricultural land with perennial plantings (such as blueberry bushes) susceptible to damage from foot traffic or other allowed public uses, to lands while being grazed by livestock, and to forestland during harvesting or other forest management activities.

4. Grant of Public Water Withdrawal to Town of Stratham

Subject to the following conditions, the Grantor hereby grants to the Town of Stratham the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a community public water system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time.

- i. Said community public water system shall be operated by or on behalf of the Town of Stratham and shall primarily serve the Town of Stratham, including other utility partners of the Town of Stratham.

- ii. The withdrawal of groundwater from the Property and associated activities, structures, and improvements shall not impact the agricultural use of the fields and cropland on the Property or on other property of the Grantor identified as "Conservation Area 'B'" on the Easement Plan recorded herewith, or significantly impair the agricultural viability of the Property or of other land of the Grantor identified as "Conservation Area 'B'", as then current at the time of the proposed withdrawal.
- iii. Permitted Activities: For the purposes hereof, permitted activities in conjunction with said withdrawal and/or removal shall consist of the installation, maintenance, monitoring, and replacement of temporary wells for exploratory and/or testing purposes, long-term water production wells, monitoring wells, pumping stations, and ancillary improvements and structures such as but not limited to roads, signs, electric utilities necessary to power the pumps, pipes, conduits, and security facilities, but only if such ancillary improvements and structures are required to be located on the Property. To the extent that said activities, structures, and improvements must be located on the Property, those activities, structures, and improvements shall, to the maximum extent possible, be located so as to minimize the impact on and disturbance to the Property and the Purposes of this Easement. Any associated access roads on the Property shall be constructed with a permeable surface. The location of well(s), water lines, roads, and associated structures and improvements as set forth above shall be subject to the review and approval of the Grantor, said approval not being unreasonably withheld. Once said improvements or structures are installed, located, or placed on the Property, the Town of Stratham shall have the right to maintain, repair, and replace said wells, water lines, roads and associated structures without further review or approval of the Grantor.
- iv. Review Process: Prior to submitting a final proposed groundwater withdrawal plan or subsequent permit amendments or renewals to the New Hampshire Department of Environmental Services (or the then current agency or agencies responsible for the regulation of public water supplies, hereinafter referred to as "NHDES"), the Town of Stratham shall provide to the Grantee and Grantor written information including, but not limited to, documents, maps, plans, specifications, and designs where appropriate, sufficient to identify the proposed water withdrawal and its associated activities, structures, and improvements with reasonable specificity. Such information shall include but not be limited to the following:
 - a. Groundwater resource location, description, wellhead locations, wellhead protection zone, and wellhead protection area;
 - b. Proposed sustainable yield pumping and recharge rates;
 - c. Monitoring and reporting practices;
 - d. Design, location and construction impacts of all structures and improvements;
 - e. Well-capping procedures;
 - f. Anticipated changes in groundwater tables, surface water levels, including

- the Squamscott River, and associated wetlands and in-stream flows on and off the Property, as a result of proposed groundwater withdrawals;
- g. Expected impacts on the prime farmland soils, unique farmland soils, agricultural soils of statewide importance and agricultural soils of local importance, the agricultural viability and the agricultural productivity of the Property, natural resources of the Property and the Purposes of this Easement; and
 - h. Provisions to minimize disturbance to the Property and the Purposes of this Easement during and after installation and operation of the proposed withdrawal activities, structures, and improvements.
- v. Within forty-five (45) days of receipt of said information, the Grantee and Grantor may each provide comments and requested changes to the Town of Stratham's proposed groundwater withdrawal plan. The Town of Stratham shall provide a written response to the any such comments prior to the Town of Stratham's submission of the proposed groundwater withdrawal plan to NHDES. The Town of Stratham shall have no affirmative obligation to revise the proposed groundwater withdrawal plan based on any such comments. Further, the Town of Stratham shall notify the Grantee and Grantor of the submission of the final proposed groundwater withdrawal plan within five (5) days of its submission to NHDES. Nothing contained herein shall limit the Grantee's or Grantor's rights to submit comments on the proposed groundwater withdrawal plan to NHDES or otherwise participate in the public review process by NHDES.
- vi. Prior to commencement of any activities on the Property related to this reserved right, the Town of Stratham shall secure all necessary federal, state, local, and other governmental permits and approvals. The Town of Stratham's actual withdrawal activities, structures, and improvements shall be conducted in accordance with said permits. The Town of Stratham shall provide the Grantee and Grantor with copies of said permits within fifteen (15) days of Town of Stratham's receipt.
- vii. The Town of Stratham shall notify the Grantee and Grantor within five (5) days of determining non-compliance with the conditions of any permits related to this reserved right.
- viii. Should the sanitary protective radius or other protective measures around a well required by state or federal law become more restrictive after the Town of Stratham begins withdrawing water from the Property, and such additional measures then impact the agricultural use of the fields and cropland located on the Property or other land of the Grantor identified as "Conservation Area 'B'" or significantly impair the agricultural viability of the Property or other land of the Grantor identified as "Conservation Area 'B'",, the withdrawal from the well shall cease within ninety (90) days notice at the request of the Grantor and subject to further negotiation between the Grantor and the Town of Stratham, or the Town shall bring the well radius into compliance without additional impact on agricultural uses.

ix. The exercise of this right shall not require the Town of Stratham to make any additional financial payment to the Grantor.

x. The exercise of this right shall not significantly impair the reserved rights of the Grantor as set forth in Section 2.C herein.

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing at least 10 (ten) 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.
- C. Grantors agree to incorporate by reference the terms of this Conservation Easement Deed in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the property, including, without limitation, a leasehold interest.

6. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of 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, agrees to and is capable of protecting 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.

7. AFFIRMATIVE RIGHTS OF GRANTEE (with Grant of Limited Access Across 60' Strip of Land and Conservation Area 'B')

- A. The Grantee and Executory Interest Holder 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. For these purposes only, and for the benefit of the Property, the Grantor hereby also conveys and grants to the Grantee and Executory Interest Holder, an appurtenant right of access for pedestrian access only from and to NH Route 108 (Portsmouth Avenue) to and from the Property across the 60 foot wide strip of land parallel to NH Route 108 and labeled on the Plan as "See Note #15D Area = 19,049 s.f." and across "Conservation Area 'B'", as shown on the Plan and further described in Appendix B attached hereto. Said 60 foot

wide strip of land is subject to a WARRANTY ACCESS AND PUBLIC UTILITY EASEMENT DEED from the Grantor to the Town of Stratham recorded prior hereto and is described in Appendix C attached hereto. The burden and benefit of this right of access shall run with the land.

- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed 30 (thirty) square inches in size, along the Property's boundaries.

8. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions 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 either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.

- 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 Conservation 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 disagreements concerning the compliance of any Activity with the provisions 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 court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.
- F. Nothing contained in this Conservation Easement Deed shall be construed to limit the ability of the Grantor to seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction against threatened or actual actions of the Grantee or Executory Interest Holder.

9. BREACH OF EASEMENT – GRANTEE’S REMEDIES

To the extent practicable, and without jeopardizing its right to enforce the terms of this Easement, in its sole discretion, the Grantee agrees to address the actual or threatened breach of this Conservation Easement through the procedures outlined in Section 8 above.

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, “Breach of

Easement...,” without prior notice to the Grantor or without waiting for the period provided for cure to expire.

- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor’s liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee’s rights under this Section, “Breach of Easement...,” apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, “Resolution of Disagreements,” which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee’s rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, “Breach of Easement...,” both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee’s remedies described in this Section, “Breach of Easement...,” shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys’ fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor’s breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor’s reasonable costs and reasonable attorney’s fees in defending the action.
- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee’s rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

- J. 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, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

10. EXECUTORY INTEREST

- A. The Executory Interest Holder shall have reasonable access to the Property and all of its parts for such inspection as necessary to determine compliance with and enforce the terms of this Conservation Easement Deed, and to exercise the rights conveyed hereby.
- B. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Town of Stratham, a qualified organization as specified in the Section "Benefits and Burdens" above (sometimes herein referred to as the "Executory Interest Holder"), requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Executory Interest Holder shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstance, or in the event the Grantee acquires the underlying fee interest in the Property, the Executory Interest Holder shall then also have the right to terminate the Easement interest of the Grantee in the Property by recording a notice to that effect in the Registry of Deeds referring hereto and shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.
- C. 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 the Section "Benefits and Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer.

11. NOTICES

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

Notices, requests and other communication to the **Grantee** shall be directed to:

Executive Director
Southeast Land Trust of New Hampshire
PO Box 675
Exeter, NH 03833

Notices, requests and other communication to the **Executory Interest Holder** shall be directed to:

Board of Selectmen
Town of Stratham
10 Bunker Hill Avenue
Stratham, NH 03885

Notices, requests and other communication to the **Grantor** shall be directed to:

W. Douglas Scamman, Jr.
69 Portsmouth Avenue
Stratham, NH 03885

Successors in interest to the Grantors shall designate their contact information for notice purposes upon acquiring said interest.

12. 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.

13. CONDEMNATION/EXTINGUISHMENT

- 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 Conservation Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of exercise of eminent domain, 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 from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Grantor, the Grantee, and the Executory Interest Holder, in proportion to the fair market value of their respective interests in that part of the Property condemned. For this purpose, and that of any other judicial extinguishment of this Conservation Easement Deed in whole or in part, the Grantor's interest shall be the amount by which the fair market value of that part of the Property condemned in exercise of eminent domain exceeds the value of the use

limitations imposed by the Conservation Easement Deed at the time of the condemnation as determined by an appraisal at condemnation or extinguishment. The Grantor, the Grantee, and the Executory Interest Holder agree the portion of damages recovered that are attributed to the Conservation Easement shall be divided as follows: the Grantee's interest shall be zero percent (0%) and the Executory Interest Holder's interest shall be one-hundred percent (100%). These percentage values are based upon each party's respective contribution toward the purchase price of the Conservation Easement. Any increase in value attributable to improvements made after the date of the Conservation Easement Deed shall accrue to the party who made the improvements.

- C. The Grantee and Executory Interest Holder shall use its share of the proceeds resulting from condemnation or extinguishment in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

14. 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 the Section "Benefits and Burdens," above, accepts and records the additional easement.

15. INDEMINIFICATION

Subject to state statutory limits, the Town of Stratham shall indemnify and hold harmless the Grantor, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantor may be subject or incur relating to the Town of Stratham's exercise of its rights in Section 4 and Section 3.D or the public's use of the Property in so long as such public use is allowed under the terms of this Conservation Easement Section 2.I above, which may arise from the Town of Stratham's negligent acts or omissions in relation to the exercise of the Town of Stratham's rights in Section 4 and Section 3.D above.

16. BASELINE DOCUMENTATION AND STEWARDSHIP RESPONSIBILITIES OF THE GRANTEE

- A. The Grantee with the cooperation of the Grantor has developed a Baseline Documentation Report which documents the purposes and other resource attributes of the Property, as well as the natural and man-made characteristics of the Property, and establishes baseline conditions of the Property at the time of this grant.
- B. To facilitate the fulfillment of its responsibilities under this Conservation Easement, the Grantee shall, among its other obligations:

- i. Maintain baseline information and annually monitor the Property in accordance with applicable policies and guidelines, such as the Standards and Practices of the Land Trust Alliance;
 - ii. Respond to Grantor's requests for approvals required under this Conservation Easement Deed; and investigate potential Conservation Easement violations and/or encroachments and responding accordingly; and
 - iii. Provide an annual monitoring report to the Executory Interest Holder, indicating compliance with the terms of this Conservation Easement Deed and/or actions necessary for compliance.
- C. Copies of the Baseline Documentation Report shall be held by the Grantee and Executory Interest Holder.

17. DISCRETIONARY CONSENT AND AMENDMENT

- A. The Grantee's consent for activities otherwise prohibited herein may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any activity otherwise prohibited or limited by the terms of this Easement is deemed desirable by the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. The Grantor's request for permission shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purposes of this Easement. The Grantee may give its permission only if it determines, in its sole discretion, that such activities (i) do not violate the Purposes of this Easement and (ii) either enhance or do not impair any significant conservation interests associated with the Property. Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities, not provided for above.
- B. If owing to rare, extraordinary, unforeseen or changed circumstances, the Grantor, Grantee, and Executory Interest Holder agree that an amendment to, or modification of this Easement would be appropriate and desirable, Grantor, Grantee, and Executory Interest Holder may jointly amend this Easement pursuant to the provisions and limitations of this section, the then current amendment policies of the Grantee, and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall enhance protection of or further clarify, but not impair, the conservation attributes of the Property protected by this Easement. Any Amendment shall not affect the perpetual duration of this Easement, and shall not permit any residential, commercial, or industrial development of the Property beyond that permitted by the terms of this Easement on its effective date. The amendment shall not affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Section 170(h) or Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or NH RSA 477:45-47, nor shall the amendment affect its perpetual duration of this Easement.

Any such amendment shall be executed by the Grantor, Grantee, and Executory Interest Holder and shall be recorded in the Rockingham County Registry of Deeds. Nothing in this paragraph shall require the Grantor, Grantee, and Executory Interest Holder to agree to any amendment or to consult or negotiate regarding any amendment.

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

This is not a homestead property of the Grantor or any other party.

TRUSTEE CERTIFICATE

I, W. DOUGLAS SCAMMAN, JR., as Trustee of the W. DOUGLAS SCAMMAN, JR. REVOCABLE TRUST, hereby certify that as such Trustee, I 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 Trustee I have said power or am properly exercising said power or to see to the application of any trusts asset paid to me as such Trustee for conveyance hereof.

IN WITNESS WHEREOF, We have hereunto set our hands this 3rd day of January, 2011.
W. Douglas Scamman Jr Trustee
W. Douglas Scamman Jr Revocable Trust
 W. Douglas Scamman, Jr., Trustee
 W. Douglas Scamman, Jr. Revocable Trust

The State of New Hampshire

County of Rockingham

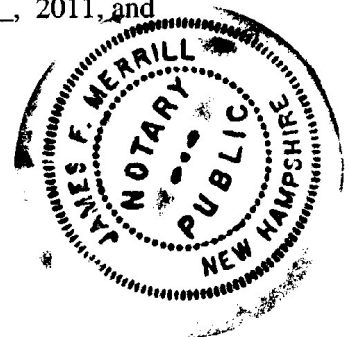
Personally appeared W. Douglas Scamman, Jr., Trustee of W. Douglas Scamman, Jr. Revocable Trust this 3rd day of January, 2011, and respectively acknowledged the foregoing to be their voluntary act and deed.

Before me, [Signature]


Notary Public

JAMES F. MERRILL, Notary Public
 My Commission Expires May 26, 2015

My commission expires: _____

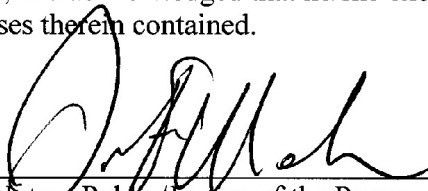


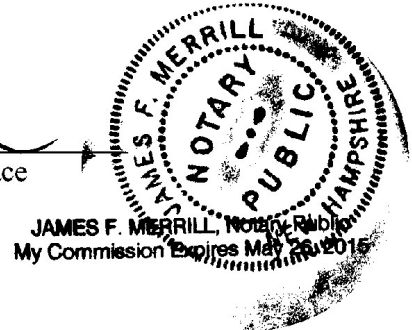
ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: 
Title: PRESIDENT
Duly Authorized
Date: 1/3/2011

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 3rd day of January, 2011, before me personally appeared THOMAS CHAMBERLIN, 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.

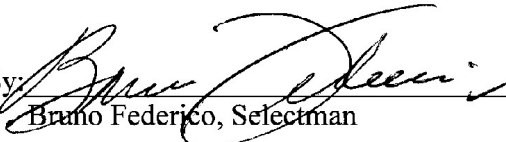

Notary Public/Justice of the Peace
My commission expires:



EXECUTORY INTEREST ACCEPTED BY THE TOWN OF STRATHAM, NEW HAMPSHIRE

BOARD OF SELECTMEN

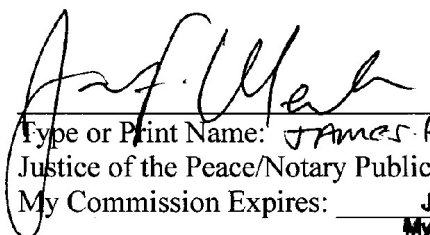
By: 
David Canada, Chair, Board of Selectmen

By: 
Bruno Federico, Selectman

By: 
Timothy Copeland, Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing Conservation Easement Deed was acknowledged before me this 3 day of January 2011 by David Canada, Bruno Federico, and Timothy Copeland, duly authorized Selectmen of the Town of Stratham Board of Selectmen, on behalf of the Town of Stratham.


Type or Print Name: JAMES F. MERRILL
Justice of the Peace/Notary Public
My Commission Expires: _____



APPENDIX A

LEGAL DESCRIPTION OF THE PROPERTY

CONSERVATION AREA "A"

Town of Stratham

BEGINNING AT A CONCRETE BOUND AT THE SOUTH EASTERLY CORNER OF THE EASEMENT AREA HEREIN DESCRIBED AND AT THE NORTH WESTERLY CORNER OF LAND OF BRUCE AND ALLISON SCAMMAN AND THE SOUTH WESTERLY CORNER OF CONSERVATION AREA "B" AS SHOWN ON THE HEREINAFTER PLAN, SAID CONCRETE BOUND LIES N 47°28'43" W A DISTANCE OF 298.51' FROM A CONCRETE BOUND ON THE NORTHERLY SIDE OF GRETA'S WAY IN THE TOWN OF STRATHAM, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE;

THENCE S 52°12'02" W A DISTANCE OF 257.23' TO A CONCRETE BOUND AT LAND OF RUSSELL M. AND CATHERINE A. SQUIRE;

THENCE N 38°20'43" W A DISTANCE OF 244.31' ALONG LAND OF SAID SQUIRE AND DAVID M. AND AMY C. WATERS TO A IRON PIPE AT LAND OF RALPH D. JR. AND CYNTHIA L. SCAMMAN;

THENCE N 57°02'41" W A DISTANCE OF 256.29' ALONG SAID SCAMMAN LAND TO A 3/4" REBAR AT LAND OF JOHN AND PATRICIA POLZELLA;

THENCE N 50°51'40" W A DISTANCE OF 149.92' ALONG SAID POLZELLA LAND TO A 5/8" RE-BAR AT LAND OF DENNIS J. III AND THERESA A. ABBOTT;

THENCE N 45°47'15" W A DISTANCE OF 300.00' ALONG SAID ABBOTT LAND TO A 5/8" RE-BAR AT LAND OF BRUCE C. NUTBROWN;

THENCE N 39°56'31" W A DISTANCE OF 150.00' ALONG SAID NUTBROWN LAND TO A IRON ROD AT LAND OF ROLAND D. AND MONICA SCHELLER;

THENCE N 45°22'59" W A DISTANCE OF 150.00' ALONG SAID SCHELLER LAND TO A POINT AT THE NORTH EASTERLY CORNER OF AREA "C" AS SHOWN ON THE HEREINAFTER PLAN;

THENCE N 45°22'59" W A DISTANCE OF 55.97' ALONG AREA "C" TO A GRANITE BOUND AT LAND OF LAND OF RICHARD W. AND MARCIA W. MACCALLUM;

THENCE N 16°57'37" E A DISTANCE OF 238.69' ALONG LAND OF SAID MACCALLUM AND LAND OF MICHELLE M. RICHARDS TO A CONCRETE BOUND AT LAND OF KATHLEEN C. BROTHERS;

THENCE ALONG SAID BROTHERS LAND THE FOLLOWING COURSES;

- N 19°51'56" E A DISTANCE OF 149.90' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE N 16°31'44" E A DISTANCE OF 240.44' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE N 23°46'11" E A DISTANCE OF 141.23' TO A GRANITE BOUND AT LAND OF STEPHEN R. AND DEBORAH K. TENTINDO;

THENCE ALONG SAID TENTINDO LAND THE FOLLOWING COURSES;

- N 20°59'00" E A DISTANCE OF 77.16' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE N 18°01'26" E A DISTANCE OF 179.93' TO A 14" PINE TREE WITH A NAIL;
- THENCE N 74°19'33" W A DISTANCE OF 71.51' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE N 78°06'44" W A DISTANCE OF 69.95' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE N 83°36'01" W A DISTANCE OF 140.97' TO A RAILROAD SPIKE ON THE NORTHERLY SIDE OF A FENCE POST AT LAND OF THE TOWN OF STRATHAM;

THENCE ALONG SAID TOWN OF STRATHAM LAND THE FOLLOWING COURSES;

- N 25°57'18" E A DISTANCE OF 77.60' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE N 22°01'15" E A DISTANCE OF 50.34' TO A DECIDUOUS TREE WITH BARBED WIRE;
- THENCE N 28°07'53" E A DISTANCE OF 214.36' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE N 26°04'09" E A DISTANCE OF 157.31' TO A WOOD FENCE POST WITH BARBED WIRE;
- THENCE N 28°01'27" E A DISTANCE OF 93.37' TO A 5/8" RE-BAR;
- THENCE N 27°11'28" E A DISTANCE OF 214.35' TO A 5/8" RE-BAR;
- THENCE N 30°04'44" E A DISTANCE OF 235.58' TO A 5/8" RE-BAR;
- THENCE N 20°48'28" E A DISTANCE OF 118.89' TO A 5/8" RE-BAR;
- THENCE N 66°23'48" W A DISTANCE OF 393.50' TO A 5/8" RE-BAR;
- THENCE N 66°49'12" W A DISTANCE OF 92.22' TO A 5/8" RE-BAR;
- THENCE N 76°14'01" W A DISTANCE OF 114.87' TO A 5/8" RE-BAR;
- THENCE N 75°00'41" W A DISTANCE OF APPROXIMATELY 23' TO THE MEAN HIGH WATER LINE ON THE NORTHERLY SIDE OF A TIDAL CREEK;

THENCE FOLLOWING SAID MEAN HIGH WATER LINE FOR APPROXIMATELY 1250' IN A GENERALLY NORTHERLY, EASTERLY, AND WESTERLY DIRECTION ALONG THE NORTHERLY SIDE OF SAID CREEK TO AND ALONG THE EASTERLY SIDE OF THE SQUAMSCOTT RIVER IN A NORTHERLY DIRECTION TO A POINT AT LAND OF ROBERT S. LEVINE,

THENCE S 56°59'34" E A DISTANCE OF APPROXIMATELY 118' TO A CONIFEROUS TREE WITH BARBED WIRE (A TIE LINE OF N 40°37'19" W A DISTANCE OF 389.70'

SHALL BE USED FOR CLOSURE PURPOSES RUNNING FROM THE LAST MENTIONED 5/8" RE-BAR TO SAID CONIFEROUS TREE WITH BARBED WIRE);

THENCE ALONG SAID LEVINE LAND THE FOLLOWING COURSES;

- S 61°14'33" E A DISTANCE OF 64.20' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE S 65°01'58" E A DISTANCE OF 95.31' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE S 61°06'29" E A DISTANCE OF 62.92' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE S 66°04'05" E A DISTANCE OF 104.53' TO A TREE STUMP WITH BARBED WIRE;
- THENCE S 64°16'03" E A DISTANCE OF 70.50' TO A DECIDUOUS TREE WITH BARBED WIRE;
- THENCE S 55°19'40" E A DISTANCE OF 34.27' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE S 65°40'41" E A DISTANCE OF 400.97' TO A TREE STUMP WITH BARBED WIRE AT LAND OF CARL J. AND ANNIE M. SUTKUS;

THENCE ALONG SAID SUTKUS LAND THE FOLLOWING COURSES;

- S 62°03'34" E A DISTANCE OF 114.91' TO A WOOD FENCE POST WITH BARBED WIRE;
- THENCE S 64°38'26" E A DISTANCE OF 147.99' TO A DECIDUOUS TREE WITH BARBED WIRE;
- THENCE S 56°46'14" E A DISTANCE OF 25.62' TO A DECIDUOUS TREE WITH BARBED WIRE;
- THENCE S 65°37'42" E A DISTANCE OF 229.88' TO A WOOD FENCE POST WITH BARBED WIRE;
- THENCE S 62°07'55" E A DISTANCE OF 217.29' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE S 46°52'36" E A DISTANCE OF 20.60' TO A CONIFEROUS TREE WITH BARBED WIRE;
- THENCE S 66°40'05" E A DISTANCE OF 65.56' TO A TREE STUMP WITH BARBED WIRE;
- THENCE S 62°41'31" E A DISTANCE OF 82.89' TO A 5/8" RE-BAR AT LAND OF BORIS J. LVIN AND SVETLANA LUKYANOVA;

THENCE S 63°44'58" E A DISTANCE OF 149.93' ALONG SAID LVIN AND LUKYANOVA LAND TO A 5/8" RE-BAR AT LAND OF HEIDI CRUSBERG & ROBERT M. ROSEEN;

THENCE S 66°04'22" E A DISTANCE OF 149.92' ALONG SAID CRUSBERG AND ROSEEN LAND TO 3/4" IRON PIPE AT LAND OF RICHARD O. GUILLEMETTE;

THENCE S 65°09'58" E A DISTANCE OF 150.21' ALONG SAID GUILLEMETTE LAND TO A 1" IRON PIPE AT LAND OF JOHN L. AND PENNY S. WOOD;

THENCE S 62°09'58" E A DISTANCE OF 149.99' ALONG SAID WOOD LAND TO A 1" IRON PIPE;

THENCE S 63°07'36" E A DISTANCE OF 49.85' TO A 1" IRON PIPE AT LAND OF RICHARD R. AND CLAIRE S. JETTE AND THE NORTH WESTERLY CORNER OF CONSERVATION AREA "B" AS SHOWN ON HEREINAFTER PLAN;

THENCE ALONG CONSERVATION AREA "B" THE FOLLOWING COURSES;

S 44°47'29" W A DISTANCE OF 1212.17' TO A POINT;

THENCE S 03°38'55" E A DISTANCE OF 1405.24' TO THE BOUNDS BEGUN AT;

SAID AREA CONTAINS APPROXIMATELY 2,937,100 SQUARE FEET OR 67.4 ACRES, AND IS SHOWN AS "CONSERVATION AREA A" ON A PLAN ENTITLED "SUBDIVISION PLAN & LOT LINE REVISION PLAN OF LAND OF W. DOUGLAS SCAMMAN JR. REVOCABLE TRUST (TAX MAP 1, LOT 13 & 13-11). SHEILA A. SCAMMAN REVOCABLE TRUST (TAX MAP 1, LOT 13-5), ROLAND & MONICA SCHELLER (TAX MAP 8, LOT 30), ROUTE 108 & RIVER ROAD, STRATHAM, NEW HAMPSHIRE", DATED SEP. 22, 2009 AND WITH A REVISION DATE OF 8/31/2010 BY DOUCET SURVEY, INC. RECORDED PRIOR HERETO AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS.

APPENDIX B

LEGAL DESCRIPTION OF CONSERVATION AREA "B"

Town of Stratham

BEGINNING AT THE NORTHEASTERLY CORNER OF THE EASEMENT AREA HEREIN DESCRIBED ON THE WESTERLY SIDELINE OF A 60' ACCESS AND UTILITY EASEMENT AS SHOWN ON THE HEREINAFTER REFERENCED PLAN. SAID NORTHEASTERLY CORNER OF THE EASEMENT LIES S 14°40'47" W A DISTANCE OF 93.29' FROM A 5/8" REBAR AT THE NORTHWESTERLY CORNER OF SAID 60' ACCESS AND UTILITY EASEMENT. SAID REBAR LIES N 75°20'20" W A DISTANCE OF 60.00' FROM A GRANITE BOUND ON THE WESTERLY SIDE OF ROUTE 108 (A.K.A. PORTSMOUTH AVE.) IN THE TOWN OF STRATHAM, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE;

THENCE RUNNING S 14°40'47" W A DISTANCE OF 224.20' ALONG SAID EASEMENT TO A 5/8" REBAR AT LAND OF THE KARL M. SCAMMAN REVOCABLE TRUST;

THENCE ALONG SAID KARL M. SCAMMAN REVOCABLE TRUST THE FOLLOWING COURSES;

- N 75°20'10" W A DISTANCE OF 339.58' TO A STEEL STAKE;
- THENCE S 08°35'13" W A DISTANCE OF 771.52' TO A STEEL STAKE AT "PROPOSED LOT 1" AS SHOWN ON HEREINAFTER PLAN;
- THENCE ALONG SAID "PROPOSED LOT 1" THE FOLLOWING COURSES;
- THENCE N 80°21'55" W A DISTANCE OF 411.58' TO A GRANITE BOUND;
- THENCE S 03°04'26" E A DISTANCE OF 483.55' TO A GRANITE BOUND;
- THENCE S 58°21'28" E A DISTANCE OF 116.55' TO A GRANITE BOUND AT LAND OF 43-45 PORTSMOUTH AVENUE LLC;

THENCE S 17°46'00" W A DISTANCE OF 194.00' ALONG SAID 43-45 PORTSMOUTH AVENUE LLC LAND TO A GRANITE BOUND AT "AREA A" AS SHOWN ON AS SHOWN ON HEREINAFTER PLAN;

THENCE ALONG SAID "AREA A" THE FOLLOWING COURSES;

- N 72°14'00" W A DISTANCE OF 158.50' TO A GRANITE BOUND;
- THENCE S 17°46'00" W A DISTANCE OF 566.58' TO AN ANGLE IRON AT LAND OF THE W. DOUGLAS SCAMMAN JR. REVOCABLE TRUST;

THENCE S 04°50'03" E A DISTANCE OF 199.33' ALONG SAID W. DOUGLAS SCAMMAN JR. REVOCABLE TRUST LAND TO A 1" ANGLE IRON ON THE NORTHERLY SIDE OF RIVER ROAD;

THENCE ALONG SAID RIVER ROAD THE FOLLOWING COURSES

- S 72°03'46" W A DISTANCE OF 106.14' TO A DRILL HOLE AT THE FACE OF A STONE WALL;
- THENCE S 83°45'01" W A DISTANCE OF 55.40' TO A DRILL HOLE AT THE END OF SAID STONE WALL;

- THENCE N 81°58'13" W A DISTANCE OF 156.18' TO A POINT;
- THENCE N 77°45'45" W A DISTANCE OF 119.11' TO A POINT;
- THENCE N 75°42'46" W A DISTANCE OF 272.41' TO A GRANITE BOUND AT "PROPOSED LOT 2" AS SHOWN ON HEREINAFTER PLAN;

THENCE ALONG SAID "PROPOSED LOT 2" THE FOLLOWING COURSES;

- N 20°53'16" E A DISTANCE OF 700.72' TO A GRANITE BOUND;
- THENCE N 69°06'44" W A DISTANCE OF 325.24' TO A GRANITE BOUND SET AT "AREA B" AS SHOWN ON HEREINAFTER PLAN;

THENCE ALONG SAID "AREA B" THE FOLLOWING COURSES;

- N 69°06'44" W A DISTANCE OF 343.63' TO A GRANITE BOUND;
- THENCE S 74°59'46" W A DISTANCE OF 143.62' TO A CONCRETE BOUND AT LAND OF THE SHELIA A. SCAMMAN REVOCABLE TRUST;

THENCE S 74°59'46" W A DISTANCE OF 89.81' ALONG SAID SHELIA A. SCAMMAN REVOCABLE TRUST LAND TO A CONCRETE BOUND ON THE NORTHERLY SIDE OF GRETA'S WAY;

- THENCE ALONG SAID GRETTA'S WAY THE FOLLOWING COURSES;
- N 39°47'32" W A DISTANCE OF 348.52' TO A CONCRETE BOUND;
- THENCE N 50°17'03" E A DISTANCE OF 50.03' TO A CONCRETE BOUND;
- THENCE N 39°48'06" W A DISTANCE OF 50.29' TO A CONCRETE BOUND AT LAND OF BRUCE AND ALLISON SCAMMAN;

THENCE N 47°28'43" W A DISTANCE OF 298.51' ALONG SAID SCAMMAN LAND TO A CONCRETE BOUND AT THE SOUTH EASTERLY CORNER OF "CONSERVATION AREA A" AS SHOWN ON HEREINAFTER PLAN;

THENCE ALONG SAID "CONSERVATION AREA A" THE FOLLOWING COURSES;

- N 03°38'55" W A DISTANCE OF 1405.24' TO A POINT;
- THENCE N 44°47'29" E A DISTANCE OF 1212.17' TO A IRON PIPE AT LAND OF RICHARD R. AND CLAIRE S. JETTE;

THENCE S 64°21'52" E A DISTANCE OF 438.82' ALONG SAID JETTE LAND, LAND OF JOHN M. AND KRYSTYNA BAKER, AND PARTIALLY ALONG A REMNANT STONE WALL ALONG LAND OF LUCINDA S. GARDNER TO A DRILL HOLE;

THENCE S 63°59'01" E A DISTANCE OF 116.24' ALONG LAND OF SAID GARDNER AND LAND OF GLENN T. AND SALLY A. BARBER TO A DRILL HOLE IN SAID REMNANT STONE WALL;

THENCE S 63°44'52" E A DISTANCE OF 198.08 PARTIALLY ALONG SAID REMNANT STONE WALL ALONG SAID BARBER LAND AND LAND OF JAMES F. PLOURDE AND DENNA R. EMERSON TO A 3/4" IRON PIPE AT LAND OF TIMOTHY D. AND AUDRA L. COPELAND;

THENCE S 63°53'43" E A DISTANCE OF 189.06' ALONG SAID COPELAND LAND AND LAND OF GEORGE D. COOPER LIVING REVOCABLE TRUST TO A DRILL HOLE IN THE CORNER OF A STONE WALL AT OTHER LAND OF SAID GEORGE D. COOPER LIVING REVOCABLE TRUST;

THENCE ALONG SAID STONE WALL THE FOLLOWING COURSES;

- S 64°21'48" E A DISTANCE OF 159.91' ALONG SAID GEORGE D. COOPER LIVING REVOCABLE TRUST LAND TO A 1" IRON PIPE AT LAND OF JOHN A. AND PATRICIA A. SAPIENZA;
- THENCE S 63°58'27" E A DISTANCE OF 199.39' ALONG SAID SAPIENZA LAND TO A 1" IRON PIPE AT LAND OF ANDREW SR. AND GINA ANDERSON;
- THENCE S 63°15'44" E A DISTANCE OF 48.16' ALONG SAID ANDERSON LAND TO A DRILL HOLE AT LAND OF THE STELLA E. SCAMMAN REVOCABLE TRUST;

THENCE LEAVING SAID STONE WALL AND RUNNING ALONG SAID STELLA E. SCAMMAN REVOCABLE TRUST LAND THE FOLLOWING COURSES;

- S 26°39'18" W A DISTANCE OF 540.42';
- THENCE S 75°20'20" E A DISTANCE OF 930.59';
- THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 233.00', A CHORD DIRECTION OF S 60°30'44" E, A CHORD LENGTH OF 119.22' AND AN ARC LENGTH OF 120.56';
- THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 317.00', A CHORD DIRECTION OF S 58°38'55" E, A CHORD LENGTH OF 142.12' AND AN ARC LENGTH OF 143.34';
- THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22.00', A CHORD DIRECTION OF S 28°27'41" E, A CHORD LENGTH OF 30.09' AND AN ARC LENGTH OF 33.13' TO THE POINT OF BEGINNING

SAID AREA CONTAINS 6,044,932 SQUARE FEET OR 138.77 ACRES, AND IS SHOWN AS "CONSERVATION AREA B" ON A PLAN ENTITLED "SUBDIVISION PLAN & LOT LINE REVISION PLAN OF LAND OF W. DOUGLAS SCAMMAN JR. REVOCABLE TRUST (TAX MAP 1, LOT 13 & 13-11). SHEILA A. SCAMMAN REVOCABLE TRUST (TAX MAP 1, LOT 13-5), ROLAND & MONICA SCHELLER (TAX MAP 8, LOT 30), ROUTE 108 & RIVER ROAD, STRATHAM, NEW HAMPSHIRE", DATED SEP. 22, 2009 AND WITH A REVISION DATE OF 8/31/2010 BY DOUCET SURVEY, INC. RECORDED PRIOR HERETO AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS.

APPENDIX C

LEGAL DESCRIPTION OF 60' STRIP OF LAND

Town of Stratham

BEGINNING AT A STEEL STAKE AT THE SOUTH EASTERLY CORNER OF THE EASEMENT AREA HEREIN DESCRIBED ON THE WESTERLY SIDE OF ROUTE 108 (ALSO REFERRED TO AS PORTSMOUTH AVE.) AT THE NORTH EASTERLY CORNER OF LAND OF THE KARL M. SCAMMAN REVOCABLE TRUST IN THE TOWN OF STRATHAM, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE;

THENCE N 75°20'10" W A DISTANCE OF 60.00' TO A 5/8" RE-BAR ALONG SAID KARL M. SCAMMAN REVOCABLE TRUST LAND TO "CONSERVATION AREA 'B'" AS SHOWN ON HEREINAFTER PLAN;

THENCE ALONG SAID "CONSERVATION AREA 'B'" THE FOLLOWING COURSES;

N 14°40'47" E A DISTANCE OF 224.20' TO A POINT;

THENCE N 14°40'47" E A DISTANCE OF 93.29' TO A POINT AT LAND OF STELLA E. SCAMMAN REVOCABLE TRUST;

THENCE S 75°20'20" E A DISTANCE OF 60.00' ALONG SAID STELLA E. SCAMMAN REVOCABLE TRUST LAND TO A GRANITE BOUND ON THE WESTERLY SIDE OF ROUTE 108(A.K.A. PORTSMOUTH AVE.);

THENCE S 14°40'47" W A DISTANCE OF 317.49' ALONG SAID ROUTE 108 TO THE BOUNDS BEGUN AT;

SAID AREA CONTAINS 19,049 SQUARE FEET OR 0.437 ACRES, AND IS IDENTIFIED BY A LABEL "SEE NOTE #15D AREA = 19,049 S.F" ON A PLAN ENTITLED "SUBDIVISION PLAN & LOT LINE REVISION PLAN OF LAND OF W. DOUGLAS SCAMMAN JR. REVOCABLE TRUST (TAX MAP 1, LOT 13 & 13-11), SHEILA A. SCAMMAN REVOCABLE TRUST (TAX MAP 1, LOT 13-5), ROLAND & MONICA SCHELLER (TAX MAP 8, LOT 30), ROUTE 108 & RIVER ROAD, STRATHAM, NEW HAMPSHIRE", DATED SEP. 22, 2009 AND WITH A REVISION DATE OF 8/31/10 BY DOUCET SURVEY, INC. TO BE RECORDED AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS.