

CONSERVATION EASEMENT DEED

NOW COMES, David W. Batchelder of 3 Barker Lane, Stratham, New Hampshire, as Co-Trustee of the David W. Batchelder Revocable Trust u/d/t dated July 22, 1993, and as Co-Trustee of the Aurise A. Randall-Batchelder Revocable Trust u/d/t dated July 22, 1993; and Aurise A. Randall of 22 Love Lane, Kittery, Maine, as Co-Trustee of the David W. Batchelder Revocable Trust u/d/t dated July 22, 1993, and as Co-Trustee of the Aurise A. Randall-Batchelder Revocable Trust u/d/t dated July 22, 1993, (hereinafter sometimes 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 and/or assigns),

FOR CONSIDERATION PAID, grants to the Town of Stratham with an address of 10 Bunker Hill Avenue, Stratham, County of Rockingham, State of New Hampshire, (hereinafter sometimes referred to as the "Grantee", which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns)

WITH WARRANTY COVENANTS, in perpetuity, the following described Conservation Easement on land located on the northwesterly side of Union Road in the Town of Stratham, County of Rockingham, State of New Hampshire, shown as Lot #5 on a plan entitled, "Subdivision Plan on Winnicutt and Union Roads, Stratham, N.H. for David W. Batchelder and Aurise A. Batchelder", pursuant to New Hampshire RSA 477:45-47; said land provides a demonstrated public benefit, in that, there is scenic enjoyment by the general public from a public way; being unimproved land situated in the Town of Stratham, County of Rockingham, State of New Hampshire, more particularly bounded and described as set forth in **Appendix "A"** attached hereto and made a part hereof (herein referred to as the "Property").

The property contains approximately 8.28 acres and features: a pond and assorted wetlands, all in full view of passers-by on Union Road.

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

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

1. USE LIMITATIONS

A. The Property shall be maintained as open space without there being conducted thereon any development activities, except noncommercial outdoor recreation as described below.

B. The portion of the Property subject to the conservation easement shall not be subdivided or otherwise divided in ownership.

C. No dwelling, tennis court, swimming pool, aircraft landing strip, tower, or mobile home shall be constructed, placed or introduced onto the Easement Area. Ancillary structures or improvements such as a fence, culvert, shed, or dock and/or float may only be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site conservation or non-commercial outdoor recreational uses of the Property as long as they are not detrimental to the purposes of this Easement. Such structures or improvements shall be sited to have minimal impact upon the conservation values of the Property; the scenic views of and from the Property as viewed from Union Road.

D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. Are commonly necessary in the accomplishment of the conservation or non-commercial outdoor recreational uses of the Property; and

ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Are not detrimental to the purposes of this Easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar

materials on the Easement Area, except in connection with any improvements made pursuant to the provisions of paragraphs A, C, D, or E above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, or burial of refuse materials, including vehicle bodies or parts, construction debris, garbage, offal, and other wastes, except that the composting of vegetative matter indigenous to the premises, may be conducted.

2. RESERVED RIGHTS

A. Grantor, for itself and its assigns, reserves the right to maintain, repair or replace utilities should any cross the property.

B. Grantor reserves the right to preserve the pond for the purposes of agriculture, fire protection, wildlife habitat enhancement and recreation including the right to maintain, repair and replace the existing dock, and to dredge or otherwise maintain the pond in accordance with State regulations.

C. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this Easement.

D. Grantor reserves the right to post against vehicles, motorized or otherwise.

E. Grantor reserves the right to permit pedestrian access for recreational purposes, including boating, fishing, swimming, skating, hiking, skiing, picnicking and similar recreational activities.

F. Grantor reserves the right to permit public access for conservation education purposes.

G. Grantor reserves the right to control the landscaping, which in general will remain in a natural state.

H. The Grantor (and their heirs and assigns as owner of Map 15, Lot 50) reserve the right to withdraw water from the pond for irrigation purposes.

3. AFFIRMATIVE RIGHTS OF GRANTEE

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

B. Grantee, with the consent of Grantor, shall have the right to permit pedestrian access for recreational purposes, including boating, fishing, swimming, skating, hiking, skiing, picnicking and similar recreational activities.

C. Grantee, with the consent of Grantor, shall have the right to permit public access for conservation education purposes.

D. Grantee shall have the right to permit the Stratham Fire Department to draw water from the dry hydrant on the property, to replace and repair said dry hydrant, and upon failure of the dry hydrant during times of emergency, to draw water directly from the pond for fire-fighting purposes.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property in perpetuity and shall be enforceable against all future owners and tenants. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross.

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are

reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages (or proceeds) recovered shall be paid to the Grantor and Grantee in proportion to the fair market values of their respective interests in that part of the Property condemned, said proportions having been established by an appraisal at the time of the conveyance of this Conservation Easement. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantee or Grantor) who made the improvement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. SEVERABILITY

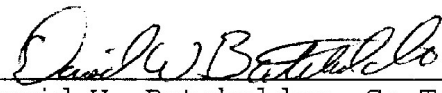
If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder

of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

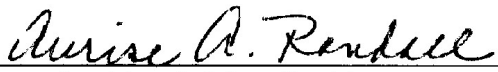
The Grantee, by accepting and recording this Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation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

IN WITNESS WHEREOF, we hereunto set our hand this 6th day of June, 2000.


Witness


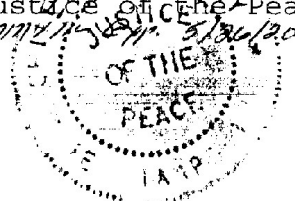

David W. Batchelder, Co-Trustee of the David W. Batchelder Revocable Trust and the Aurise A. Randall-Batchelder Revocable Trust


Witness


Aurise A. Randall, Co-Trustee of the David W. Batchelder Revocable Trust and the Aurise A. Randall-Batchelder Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 6 day of June, 2000, before me personally appeared David W. Batchelder and Aurise A. Randall, Co-Trustees of David W. Batchelder Revocable Trust and the Aurise A. Randall-Batchelder Revocable Trust, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.


Notary Public/Justice of the Peace
COMMISSION EXPIRES 6/30/2004


ACCEPTED:

TOWN OF STRATHAM

By: *Keith Seaman*
Title: Chairman of Board of Selectmen
Duly Authorized

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APPENDIX "A"
LEGAL DESCRIPTION

A certain parcel of land located on the northwesterly side of Union Road in the Town of Stratham, County of Rockingham, State of New Hampshire, shown as Lot #5 on a plan entitled, "Subdivision Plan on Winnicutt and Union Roads, Stratham, N.H. for David W. Batchelder and Aurise A. Batchelder", being more particularly bounded and described as follows: *RCRD Plan # D-28123*

Beginning a drill hole in a stone wall in the southernmost corner of the within described lot along the Northerly sideline of Union Road, so-called, thence running along said stone wall and Union Road the following five (5) courses and distances: N 46° 41' 26" E a distance of 109.86 feet to a drill hole in stone wall; thence N 45° 38' 14" E a distance of 74.30 feet to a drill hole; thence N 48° 01' 44" E a distance of 98.70 feet to a drill hole; thence N 44° 51' 23" E a distance of 100.19 feet to a drill hole; thence N 46° 41' 07" E a distance 134.72 feet to a granite bound; thence turning and running along land now or formerly of Gerald M. Batchelder and Helen E. Batchelder N 40° 55' 42" W a distance of 350.03 feet to a granite bound; thence running along Lot #3, as shown on said Plan, N 43° 54' 59" W a distance of 276.58 feet to a granite bound at Lot #1, as shown on said Plan; thence running along said Lot #1 N 43° 54' 59" W a distance of 350.61 feet to a drill hole in a stone wall; thence turning and running partially along land now or formerly of David N. Moriarty and Karen G. Moriarty, partly along a pond, as shown on said Plan, and partly along an Exeter and Hampton Electric 75' wide Right-of-Way easement, also as shown on said Plan the following two (2) courses and distances: S 49° 23' 37" W a distance of 105.98 feet to a granite bound at the beginning of a stone wall; thence S 50° 04' 36" E a distance of 33.84 feet to a drill hole in said stone wall; thence turning and running along Lot #3, as shown on said Plan, S 34° 51' 28" E a distance of 346.76 feet to a granite bound at the end of a stone wall; thence turning and running S 11° 42' 14" W a distance of 433.81 feet to a granite bound; thence turning and running S 46° 16' 34" E a distance of 394.94 feet to a drill hole in a stone wall, said drill hole being the point of beginning. Lot #5 containing 8.28 acres, more or less.