

044754

2005 JUN 29 AM 10:30

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

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, I

CONSERVATION EASEMENT DEED

FLORENCE E. WIGGIN, a single person, **individually** and as **Trustee of the Trust under the Will of Donald C. Wiggin** (Rockingham County Probate #58800), **TAMMY HATHAWAY**, formerly known as Tammy Elizabeth Wiggin and **ROBIN EDITH REED**, of 66 Squamscott Road, Town of Stratham, County of Rockingham, State of New Hampshire, (hereinafter referred to as the "Grantor", which word shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns), for consideration paid, with WARRANTY covenants, grant in perpetuity to 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 "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns) and Executory Interest to the **ROCKINGHAM COUNTY CONSERVATION DISTRICT**, a subdivision of the State of New Hampshire (RSA 432:12), situated in the County of Rockingham, State of New Hampshire, with a mailing address of 110 North Road, Brentwood, New Hampshire, 03833 (hereinafter referred to as the "Executory Interest Holder"), the Conservation Easement (hereinafter referred to as the "Easement") hereinafter described with respect to that certain area of land (herein referred to as the "Protected Property") with any and all buildings, structures, and improvements thereon, consisting of approximately 43.42 acres, less a 7.9 acre parcel which is excluded from the area subject to this Conservation Easement Deed, situated on the southerly side of Squamscott Road in the Town of Stratham, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

1. PURPOSES

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

A. As a first priority, to protect 43.42 +/- acres, less a 7.9 acre parcel which is excluded from the area subject to this conservation easement deed, of productive pasture, farmland and forestland from future development; and

B. Next, to conserve soil productivity for the long-term protection of the Protected Property's capacity to produce economically valuable agriculture and forestry products; and

C. To protect wetlands, surface waters, and groundwater from the impacts of development; and

D. To preserve, protect and conserve open spaces, and the wildlife habitat thereon. To protect biological diversity, native flora and fauna, and the environments, habitats, and ecological processes that support them, as those values exist on the date of this instrument, and as they may evolve in the future; and

E. To preserve scenic enjoyment for the general public through the protection from development of more than five hundred fourteen (514') feet of undeveloped road frontage, pasture land, farmland and forests; and

F. The preservation of the land and the Jewell Hill Brook, which abuts the westerly boundary of the property; and

G. Overall, to assure the Protected Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use or fragmentation of the Protected Property that will significantly impair or interfere with its unique and significant qualities of public benefit and conservation values.

The above purposes are consistent with clearly delineated open space conservation goals and/or objectives, i.e., the following statements in Chapter 7 (Resource Conservation and Preservation) of the August, 1998 Master Plan of the Town of Stratham ("the Master Plan"): "Although Stratham's natural features still exist in abundance, past development has inevitably resulted in the loss of some resources, especially open spaces and active agricultural land. Careful attention must be given to future development so that further development so that further losses to both the natural and cultural environment are minimized and that the essential qualities that make Stratham the community it is remain intact;" and the clearly delineated open space conservation goals and/or objectives as stated 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...."; together with the published policies of the Rockingham Regional Planning District and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

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

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

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

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

- (i) For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture 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; the construction of unpaved roads or other accessways for the purpose of removing forest products from the Protected Property; and the processing and sale of products produced on the Protected Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the purposes of this Easement.
- (ii) Agriculture shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Protected Property. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the 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, as described in Section 1 above, nor materially impair the scenic quality of the Protected Property as viewed from public roads.
- (iii) Forestry for industrial or commercial purposes shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the purposes of this Easement as described in Section 1 above.
 - (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) Such forestry shall be performed in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee. Said 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 date.

- (c) At least thirty (30) days prior to harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the plan itself to 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 Easement, and that the actual activities will determine compliance therewith.
- (d) The plan shall include a statement of landowner objectives, and shall specifically address:
 - the long-term protection of those values for which this easement is granted, as described in Section 1 above;
 - the goals in Section 2.A.iii.a above; and
 - the protection of the Jewell Hill Brook and the beaver dam and beaver pond from damage or degradation as appropriate for the Protected Property.
- (e) Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
- (f) Such 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 Protected Property. For references, see "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (J.B. Cullen, 1996), 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.
- (g) In areas used by, or visible to, the general public, such forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in "A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners" (Geoffrey Jones, 1993) or similar successor publications.

B. The Protected Property shall not be subdivided.

C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, telecommunications and/or wireless communication facility tower or mobile home, shall be constructed, placed, or introduced onto the Protected Property. However, ancillary structures and improvements including, but not limited to, an unpaved road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed, or introduced onto the Protected Property only as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Protected Property and provided that they are not detrimental to the purposes of this Easement. Any and all ancillary structures or buildings that might be constructed on the property shall be setback at least five hundred (500) feet in a southerly direction from Squamscott Road. Total square footage of all such buildings shall not exceed ten (10%) percent of the total square footage area of the easement property.

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

- (i) are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Protected Property; and
- (ii) do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- (iii) are not detrimental to the purposes of this Easement.

Provided, however, that drilled wells may be permitted to support activities on the Protected Property or for the domestic use by the owners of the residence situated on the property or on the property which abuts the Protected Property. Any necessary pipes, well pumps, or associated equipment serving the wells may be installed and maintained within or under the Protective Property. The Protected Property shall be returned to the condition that it was in prior to the installation of the wells and the pipes, well pumps and associated equipment.

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

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Protected Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Protected Property, and provided such signs are not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Protected 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 Protected Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous; provided, however, the storage and spreading of compost, manure and other fertilizer under sound agricultural practices, the storage of feed, and the temporary storage of trash in sound receptacles for periodic off-site disposal, are permitted.

H. No rights-of-way, easement of ingress and egress, driveways, or roads shall be constructed, developed or maintained into, on, over, under, or across the Protected Property, without the prior written approval of Grantee, except those of record and those specifically permitted under this Grant. Utility lines may be erected and maintained over, upon and across the Protected Property provided that such utility lines are necessary for the sole purpose of providing electric power for uses permitted upon the Protected Property.

I. No use shall be made of the Protected Property and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Easement.

J. In the event the 43.42 +/- acres, less a 7.9 acre parcel which is excluded from the area subject to this Conservation Easement Deed, of pasture, farmland and agricultural land lies fallow for more than one (1) successive year(s), the Grantor shall cooperate with the Grantee to ensure that the land remain in an open condition (for purposes of this paragraph, meaning without trees and brush). Cooperation shall include, but be limited to allowing Grantee to arrange to have the open field(s) cleared, grazed, or mowed.

K. There shall be no removal or disturbance of important historic, cultural or scenic elements found on the Protected Property. Said elements could include (but are not limited to) stonewalls, archeological sites or trees lining a public street (except as such trees are included in the forest management plan).

3. RESERVED RIGHTS

A. There shall be no public access to the Protected Property without the written permission of the Grantor.

B. Any request for public access must be submitted to the Grantor in writing at least 30 days before the requested date of such access.

C. Grantor reserves the right to post against vehicles, motorized or otherwise, and against hunting.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing at least 10 days before the transfer of title to the Protected Property [or any division of ownership thereof permitted hereby

to any successor in interest, along with the name(s) and address(es) of such successor(s) in interest.

B. In any deed conveying an interest in all or part of the Protected Property, Grantor shall make reference to this Conservation Easement Deed and shall indicate that the provisions of this Conservation Easement Deed are binding upon all successors in interest in the Protected Property in perpetuity; provided, however, the provisions of this Conservation Easement Deed shall be binding on all successors in interest to the Protected Property notwithstanding the failure of any deed to the Protected Property to reference this Conservation Easement Deed.

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

5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Protected Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Protected 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.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of either Rockingham County Conservation District or the Town, such party shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

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

C. If the Grantor fails to take such proper action under the preceding section, either Rockingham County Conservation District or the Town shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the

Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Protected 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 Protected Property resulting from such causes.

E. 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 purpose of this easement, the Grantee may pursue any of its remedies under this Section 6, without prior notice to the Grantor or without waiting for the period provided for cure to expire.

F. Rockingham County Conservation District, the Town and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

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

7. EXECUTORY INTEREST

A. If the Town of Stratham ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Rockingham County Conservation District, acting as the "Executory Interest Holder", requesting such enforcement, which notice is delivered in hand or by certified mail, return receipt requested, then said Rockingham County Conservation District shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Town of Stratham. In such circumstance, the Rockingham County Conservation District shall then also have the right to terminate the interest of the Town of Stratham in the property by recording a notice to that effect in the Registry of Deeds referring hereto and shall then assume all interests and responsibilities granted to the Town of Stratham in this easement deed.

B. The interests held by the Rockingham County Conservation District as Executory Interest Holder, are assignable or transferable to any party qualified to become assignee or transferee of the Grantee's as specified and described in Section 5A above. Any such assignee or transferee shall have like power of assignment or transfer.

8. 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, or 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. CONDEMNATION/EXTINGUISHMENT

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

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Protected Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Protected Property condemned. The values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation. Provided however, that should the Grantee, Town of Stratham, be the public authority exercising the powers of eminent domain then any and all damages paid at the time of condemnation shall pass solely to the Grantor.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

11. ADDITIONAL EASEMENT

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

12. ARBITRATION OF DISPUTES

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

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

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.

D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

13. USE OF PROTECTED PROPERTY IN LAND USE MATTERS


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, the State of New Hampshire or any other governmental unit, the Protected Property shall not be taken into account in determining whether any land of the Grantor, other than the Protected Property, complies with any said legal requirements. The Protected 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.

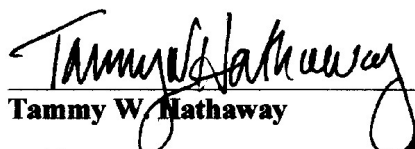
14. MERGER

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 Protected Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

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

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this 29th day of June, 2005.


 Florence E. Wiggin, Individually and as Trustee
 under the will of Donald C. Wiggin, Grantor


 Tammy W. Hathaway


formerly known as
Tammy Elizabeth Wiggin, Grantor


Robin Edith Reed, Grantor

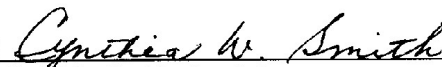
**STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM**

June 29, 2005

Personally appeared, **Florence E. Wiggin**, individually and as trustee under the will of Donald C. Wiggin, **Tammy W. Hathaway** and **Robin Edith Reed**, known to me, or satisfactorily proven to be the persons whose names are subscribed to the foregoing and acknowledged that they executed the same for the purposes therein contained and as their voluntary act and deed.

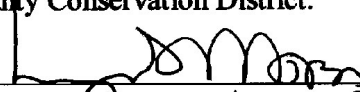
Before me, 
Print or Type Name: LYNN D MORSE
Justice of the Peace/Notary Public
My Commission Expires: 2.6.2007

EXECUTORY INTEREST ACCEPTED: Rockingham County Conservation District

By: 
Cynthia Smith, its duly
authorized Chairperson

**STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM**

The foregoing Conservation Easement Deed was acknowledged before me this 29th day of June 2005 by the Rockingham County Conservation District, the duly authorized, as the voluntary act and deed of the Rockingham County Conservation District.

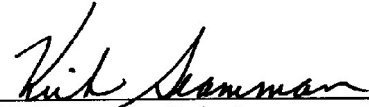

Type or Print Name: LYNN D MORSE
Justice of the Peace/Notary Public
My Commission Expires: 2.6.2007

ACCEPTED:

TOWN OF STRATHAM, NEW HAMPSHIRE
BOARD OF SELECTMEN

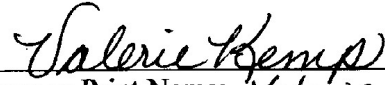
By: 
David Short, Selectman

By: 
Martin Wool, Selectman

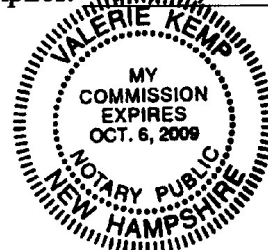
By: 
Kirk Scamman, Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing Conservation Easement Deed was acknowledged before me this 27th day of June, 2005 by David Short, Martin Wool, and Kirk Scamman, duly authorized Selectmen of the Town of Stratham Board of Selectmen, on behalf of the Town of Stratham Board of Selectmen.


Type or Print Name: Valerie Kemp
Justice of the Peace/Notary Public
My Commission Expires: 10/6/09

C:\My Documents\Stratham Conservn\Wiggin.Easement.DOC



APPENDIX "A"

A certain tract or parcel of land situated on the southerly side of Squamscott Road, in Stratham, County of Rockingham, State of New Hampshire, and being shown on plan of land entitled "Conservation Easement Plan Squamscott Road, Tax Map 3, Lot 46 Stratham, New Hampshire Owner: Florence E. Wiggin, Trustee for Town of Stratham" by James Verra and Associates, Inc., dated February 10, 2005 and recorded in the Rockingham County Registry of Deeds as Plan # D-32687, and being more particularly bounded and described as follows:

Beginning at an iron pipe set at the top of the bank of the Jewell Hill Brook at the northwesterly corner of the within described premises on the southerly side of Squamscott Road; thence north 85° 49' 59" east by Squamscott Road 299.03 feet to an iron pipe; thence north 88° 59' 22" east continuing by Squamscott Road 215.09 feet to a point at the non-easement area shown on said plan; thence turning and running south 20° 35' 43" east by the non-easement area 923.15 feet to an iron pipe; thence turning and running north 66° 11' 38" east continuing by said non-easement area 578.77 feet to an iron pipe at land of Chisholm Farm Homeowners Association; thence turning and running south 22° 00' 20" east by land of said Chisholm Farm Homeowners Association 902.51 feet to an iron pipe; thence south 10° 09' 51" west continuing by land of said Chisholm Farm Homeowners Association 470.98 feet to an iron pipe at land of Stratham Green Condominium; thence turning and running south 68° 30' 04" west by land of Stratham Green Condominium 462.98 feet to an iron rod set at land of Maureen Glenday and Catherine A. Black; thence turning and running for five courses by land of said Glenday and Black as follows:

North 29° 49' 57" west 67.86 feet; north 36° 39' 41" west 40.56 feet; north 31° 46' 55" west 63.46 feet; north 33° 41' 03" west 128.00 feet, more or less, and south 51° 31' 01" west 25.42 feet to a point at a beaver dam at the top of the bank of the Jewell Hill Brook as shown on said plan; thence turning and running in a generally northerly direction by the top of the bank of the Jewell Hill Brook 1,017 feet, more or less, to a point, said last mentioned course has a tie-line north 45° 10' 46" west 921.22 feet; thence continuing by the top of the bank of Jewell Hill Brook in a meandering northerly direction 3,885 feet, more or less, to Squamscott Road at the iron pipe set at the point of beginning; said last mentioned course has a tie-line of south 8° 46' 41" west 20.29 feet; south 68° 48' 44" west 30.08 feet and north 17° 58' 35" west 1,357.51 feet. Said conservation easement area contains 35.52 acres, more or less.

For the source of title of Florence E. Wiggin, trustee see trust under the will of Donald C. Wiggin, Rockingham County Registry of Probate Docket Number 58800.