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CONSERVATION EASEMENT DEED

May 26 11 34 AM '89

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

I, Florence Wiggin, single, of Squamscott Road, Town of Stratham, County of Rockingham, State of New Hampshire, (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, grant to the State of New Hampshire, acting through the Land Conservation Investment Program, 2 1/2 Beacon Street, Concord, 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), contributions to which are deductible for Federal income tax purposes pursuant to Section 501 (c) (3) of the United States Internal Revenue Code of 1954, as amended, with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in Stratham, New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

1. To preserve the Great Bay Estuary to which the land subject to this Conservation Easement provides access;
2. To protect the natural habitat of waterfowl and aquatic life of the Great Bay Estuary;
3. To preserve open spaces in a rapidly developing area, particularly the outstanding forest land, shorelands and tidal marshes of which the land subject to this Conservation Easement consists, for the scenic enjoyment of the general public;
4. To conserve the land subject to this Conservation Easement consistent with the goals and policies of 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 in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources", to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance."

The grant of this Conservation Easement is being made with the intention and understanding of both the Grantor and Grantee that the land subject to this Conservation Easement shall be included as part of the Squamscott River key land and water area of the Great Bay National Estuarine Research Reserve. This Conservation Easement is hereby granted with respect to that certain parcel of land (herein referred to

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as the "Property") being unimproved land situated in the Town of Stratham, County of Rockingham, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

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

1. USE LIMITATIONS/MANAGEMENT OBJECTIVES

- A. The Property shall be maintained in perpetuity as open space, wildlife habitat and passive recreation land, without there being conducted thereon any industrial or commercial activities, except that the Grantor may sell timber and other wood products derived from forest management activities conducted pursuant to the provisions of paragraph E below, and the Grantor may grow commercial agricultural crops in the manner and in the fields existing on the date of execution of this Conservation Easement Deed.
- B. Wildlife management activities on the Property shall be limited to management of the existing habitat and minor improvements (such as tree thinning to improve understory vegetation, or opening of small areas to provide a greater diversity of habitats). Any wildlife management activities shall be carried out under the guidance of the Wildlife Biologist for the US Soil Conservation Service and the District Conservationist for the County.
- C. Mowing of hay in fields existing on the date of execution of this Conservation Easement Deed, clearing of brush, and noncommercial gardening shall be allowed.
- D. There shall be no hunting on the property.
- E. Forest management activities on the Property shall be limited to selective cutting of trees to improve the overall health of the stand and thinning for wildlife. In addition, forest management activities shall be in accordance with currently acceptable practices, as promulgated by the US Forest Service and as further defined by the Cooperative Extension Service and/or the County Forester. Management activities shall not materially impair the scenic quality of the property as viewed from public waterways, great ponds, public roads, or public trails.
- F. The Grantor may cut fuel wood for the Grantor's personal use. Such activity shall be conducted in accordance with currently acceptable practices, as promulgated by the US Forest Service and as further defined by the Cooperative Extension Service and/or the County Forester.

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- G. Research and education activities associated with the Great Bay National Estuarine Research Reserve (GBNERR) shall be allowed on the Property. Other research and education activities shall be allowed if the prior approval of both the Grantor and Grantee is obtained. Such prior approval shall not be unreasonably withheld. Other research or education organizations shall coordinate their activities with GBNERR staff prior to any use of the Property.
- H. The Property shall not be subdivided.
- I. No structure or improvement such as, but not limited to, a dwelling, tennis court, swimming pool, road, dam, fence, bridge, aircraft landing strip, asphalt, culvert, tower, mobile home, or shed shall be constructed, placed or introduced onto the Property except as necessary and desirable in the conduct of any activity pursuant to the provisions of paragraph A,B,C,E,F, or G above. Any such structure or improvement must receive prior approval of the Grantor and Grantee.
- J. No changes in topography, surface or subsurface water systems, wetlands, wildlife habitat, or other such characteristics shall be allowed that would harm State or Federally recognized rare or endangered species. In addition, none of the aforementioned shall be allowed except as necessary and desirable in the conduct of any activity pursuant to the provisions of paragraph A,B,C,E,F, or G above. Any such change must receive prior approval of the Grantor and Grantee.
- K. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary and desirable in the conduct of any activity pursuant to the provisions of paragraphs A,B,C,E,F, or G above. Any such structure must receive prior approval of the Grantor and Grantee.
- L. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the Property, except in connection with any activity conducted pursuant to the provisions of paragraphs A,B,C,E,F,G,I, or J above.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- M. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

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2. RESERVED RIGHTS

- A. Grantor reserves the right to maintain, repair or replace utilities on the Property that serve the Property or unrestricted land of the Grantor.
- B. Grantor reserves the right to post against vehicles, motorized or otherwise.
- C. Grantor reserves the right to grow commercial agricultural crops in the manner and in the fields existing on the date of execution of this Conservation Easement Deed.
- D. Grantor reserves the right to construct, maintain, and use a boathouse. The use, size and location of the boathouse must receive prior approval of the Grantee, which approval shall not be unreasonably delayed or withheld.
- E. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this Easement.

3. AFFIRMATIVE RIGHTS OF GRANTEE

- A. With reasonable notice to the Grantor, 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 Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.
- B. There is hereby conveyed pedestrian access to, on and across the Property for fishing and transitory passive recreational purposes, but not camping, by members of the public; however, the Property may be posted against such access or otherwise restricted by the Grantee in the public interest.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.
- B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

- A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross. Once the GBNERR is designated, the Grantee shall hold the

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Easement subject to the conditions that the GBNERR's designation is not withdrawn and the Property remains part of the GBNERR. In the event the Property is no longer included as part of the GBNERR or the GBNERR's designation is withdrawn, the Grantee shall compensate the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the current fair market value of the Easement. Upon such compensation, the Grantee shall unconditionally hold the Easement. The current fair market value of the Easement is the amount by which the current fair market value of the Property is reduced by the use limitations imposed.

(Note: Fair market value must be determined by an independent appraiser and certified by a responsible official of the State, as provided by OMB Circular A-102, Revised, Attachment F.)

The Easement shall then be assignable or transferrable but only to the Federal Government, or any subdivision of the Federal Government or the State of New Hampshire, consistently with Section 170 (c) (1) of the U.S. Internal Revenue Code of 1954, as amended, which government unit 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. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. ENFORCEMENT OF EASEMENT

- A. The Grantor (including any heirs, successors or assigns) and the Grantee (including any heirs, successors, assigns or any official designee for the purpose of carrying out this section of the Conservation Easement Deed) shall meet at least annually to review the provisions and enforcement of this Conservation Easement.
- B. 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.
- C. 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.
- D. 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

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be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

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 recovered (including, for purposes of this subparagraph, proceeds from any lawful sale of the property unencumbered by the restrictions hereunder) shall be divided between them in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of the execution of this Conservation Easement Deed. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Conservation Easement Deed is reduced by the use limitations imposed. The Grantee shall compensate the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the Grantee's share of the proceeds; the Grantee shall use the remainder of its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. ADDITIONAL EASEMENT

- A. Should the Grantor decide that the expressed purposes of this Conservation Easement Deed could better be effectuated by the conveyance of an additional easement or other interest in the Property to the Grantee, such conveyance may be made provided the Grantee will accept delivery thereof.

9. ARBITRATION OF DISPUTES

- A. Any dispute arising under this Conservation Easement Deed shall be submitted to arbitration in accordance with RSA 542.
- B. The Grantor and the Grantee shall each choose an arbitrator and the arbitrators so chosen shall choose a third arbitrator.
- C. A decision with respect to any such dispute by two or the three arbitrators shall be binding upon the parties and shall be enforceable as part of this Conservation Easement Deed.

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The Grantee by accepting and recording this Conservation 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 Conservation Easement Deed is delivered.

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IN WITNESS WHEREOF, I have hereunto set my hand this 24 day of May, 1989.

Charles E. Blane
Witness

Florence Wiggin
Florence Wiggin, Grantor

The State of New Hampshire
Rockingham, ss.

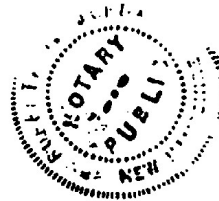
Personally appeared Florence Wiggin who acknowledged the foregoing to be her voluntary act and deed.

Before me,

Roberta J. Jordan
Justice of the Peace/Notary Public
My commission expires 2-25-93

ACCEPTED: STATE OF NEW HAMPSHIRE

By: Will Abbott
Title: Executive Director LCIP
Duly Authorized



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APPENDIX A

Meaning and intending to describe a parcel of land situated in Stratham, NH, as shown on a "Plat of Land, Squamscott Road, Stratham, NH for Florence Wiggin" prepared by Durgin-Schofield Associates dated March 3, 1989 recorded as Plan # D-19372 on May 22, 1989, at the Rockingham County Registry of Deeds and being parcel I as described in the Warranty Deed from Florence E. Wiggin individually and as executrix under the will of Donald C. Wiggin to Florence E. Wiggin and recorded in the said Registry in Book 2749, Page 2413 on July 13, 1988, and part of the premises conveyed by Florence E. Wiggin to Florence E. Wiggin and Donald C. Wiggin by deed dated June 19, 1986, and recorded in said Registry at Book 2611, Page 852, further bounded and described as follows:

Beginning at a point on the northwest sideline of Squamscott Road, so-called, in Stratham, NH, said point being the southeast corner of the property; thence along said Road the following bearings and distances:
South 63° 26' 50" West two hundred fifty-three and seventy-three hundredths (253.73) feet to an iron rod set;
South 64° 21' 45" West two hundred twenty-eight and ninety-eight hundredths (228.98) feet to a point;
South 64° 21' 45" West two hundred six and nine hundredths (206.09) feet to an iron rod set; thence on a chord
South 76° 56' 39" West one hundred eighty-five and twenty-seven hundredths (185.27) feet as said Road curves more westerly to a point;
South 89° 31' 35" West two hundred seventeen and thirty-three hundredths (217.33) feet to a point;
South 86° 23' 20" West eighty-nine and ninety-one hundredths (89.91) feet to a point;
South 86° 23' 20" West approximately two hundred twenty-eight (228) feet to the mean high water mark of Jewel Hill Brook, so-called, on the easterly bank of said Brook;
thence in a northerly direction along the mean high water mark of said Brook to an iron pin set twenty eight and sixty-four hundredths (28.64) feet on a bearing of
South 07° 35' 00" East from the centerline of said Brook and at land now of formerly of Florence Barker; thence along land of said Barker and along an existing ditch line the following bearings and distances:
South 81° 25' 00" East one hundred fifty-three and seventy-eight hundredths (153.78) feet to a point;
North 14° 36' 20" East one hundred fifty-eight and thirty-seven hundredths (158.37) feet to a point;
North 25° 01' 25" East one hundred seventy-one and sixty-six hundredths (171.66) feet to a point;
North 19° 51' 20" East ninety-five and fifty-three hundredths (95.53) feet to a point;
North 41° 39' 55" East forty-three and seventy-eight hundredths (43.78) feet to a point;
North 80° 28' 25" East sixty-eight and eleven hundredths (68.11) feet to a point;

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South $81^{\circ} 36' 50''$ East one hundred fifty-five and fifty-nine hundredths (155.59) feet to a point;
South $77^{\circ} 00' 00''$ East two hundred fifty-six and ninety-one hundredths (256.91) feet to an iron rod set; thence
North $17^{\circ} 00' 00''$ East approximately thirty-three (33) feet to the mean high water mark on the westerly bank of Squamscott House Creek, so-called; thence along the high water mark of said Creek in generally a southeasterly direction to the point of beginning, containing a total of 37.50 acres.

Excluding from this above described area the following houselot parcel bounded and described as follows:

Beginning at a point on the northwest sideline of Squamscott Road, so-called, in Stratham, NH, said point being approximately four hundred eighty-two and seventy-one hundredths (482.71) feet southwest of the westerly edge of Squamscott House Creek, so-called; thence along said Road the following bearings and distances:

South $64^{\circ} 21' 45''$ West two hundred six and nine hundredths (206.09) feet to an iron rod set; thence on a chord of
South $76^{\circ} 56' 39''$ West as said Road curves more westerly a distance of one hundred eighty-five and twenty-seven hundredths (185.27) feet to a point;
South $89^{\circ} 31' 35''$ West two hundred seventeen and thirty-three hundredths (217.33) feet to a point;
South $86^{\circ} 23' 20''$ West eighty-nine and eighty-one hundredths (89.81) feet to a point and at other land of Wiggin; thence along other land of Wiggin the following bearings and distances:
North $9^{\circ} 57' 23''$ East one hundred twelve and sixty-eight hundredths (112.68) feet to a point;
North $87^{\circ} 38' 01''$ East sixty-three and twenty-nine hundredths (63.29) feet to a point;
North $32^{\circ} 03' 51''$ East forty-seven and fifty-three hundredths (47.53) feet to a point;
North $55^{\circ} 21' 09''$ West one hundred fifty-two and fifty-nine hundredths (152.59) feet to a point;
North $00^{\circ} 53' 49''$ West thirty-seven and twenty-three hundredths (37.23) feet to a point;
North $17^{\circ} 09' 15''$ East forty-three and fifty-eight hundredths (43.58) feet to a point;
North $50^{\circ} 03' 23''$ East sixty-four and eight hundredths (64.08) feet to a point;
North $52^{\circ} 50' 43''$ East thirty-eight and fifty-three hundredths (38.53) feet to a point;
North $19^{\circ} 03' 18''$ West nineteen and twenty-one hundredths (19.21) feet to a point;
North $81^{\circ} 37' 11''$ West forty and eleven hundredths (40.11) feet to a point;
North $65^{\circ} 42' 57''$ West eighty-two and eighty-seven hundredths (82.87) feet to a point;

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North $22^{\circ} 57' 09''$ West twelve and forty-nine hundredths (12.49) feet to a point;
North $74^{\circ} 40' 29''$ East six hundred eighty-three and twenty-seven hundredths (683.27) feet to a point;
South $07^{\circ} 35' 59''$ East five hundred (500) feet to the point of beginning containing 7.50 acres.

The Conservation Easement area is 30.0 acres.