

CONSERVATION EASEMENT DEED

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 8th day of August, 2002 by Joseph Falzone, Trustee of Bunker Hill Realty Trust, under a Declaration of Trust dated January 25, 2001 the ("Trust") is the owner of that certain real property located in Stratham, Rockingham County, New Hampshire, shown on a plan of land (the "Plan") entitled "Conservation Easement Plan for Sprucewood Subdivision Phase II, Bunker Hill Ave., Stratham, New Hampshire", Sheets 1 and 2, prepared by Doucet Survey, Inc., dated June 18, 2001 and revision dated 4/16/2002, and recorded at the Rockingham County Registry of Deeds as Plan No. D-30054. (hereinafter referred to as the "Grantor", which includes the plural of the word where the context requires, and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns), for consideration paid, and with WARRANTY covenants in favor of The Town of Stratham (hereinafter referred to as the "Grantee", which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns).

WITNESSETH:

WHEREAS, the Grantor is the sole owner in fee simple of certain real property in the City/Town of Stratham, County of Rockingham, State of New Hampshire, more particularly described in Book 3538 Page 2691 (the "Property"); and

WHEREAS, portions of the Property possesses natural, aesthetic, habitat and wetland values of importance to the Grantor, the people of Stratham, and the people of the State of New Hampshire, which portions of the Property are more particularly described in Exhibit A, attached hereto and incorporated herein and is referred to hereafter as "*Conservation Land*".

WHEREAS, the Grantor intends that the Conservation values of the *Conservation Land* be preserved and maintained, including, without limitation, those relating to wildlife habitat, wetlands and vegetation, aesthetic characteristics, natural resources, open and forested space at the time of this grant (the "Conservation Values"), that do not significantly impair or interfere with those values; and

WHEREAS, the Grantor further intends, as owner of the Property, to convey to the Grantee the right to preserve and protect the Conservation Values of the *Conservation Land* in perpetuity; and

074017

2002 AUG 28 PM 3:17

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Conservation Easement Deed

WHEREAS, the Grantee agrees by accepting this grant to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Conservation Land for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of New Hampshire and in particular New Hampshire RSA 477:45-47, the Grantor hereby voluntarily grants and conveys to the Grantee a Conservation easement in perpetuity over the Property described in Exhibit A, of the nature and character and to the extent hereinafter set forth (the "Easement").

1. CONSERVATION PURPOSE(S)

- A. To permanently protect the natural ecosystem of the *Conservation Land*.
- B. To permanently protect the natural habitat of a wetland/upland complex for wildlife.
- C. To permanently preserve and conserve the open and other natural spaces of the *Conservation Land*.
- D. To permanently preserve and conserve wetlands vegetation, soils, hydrology and habitat.
- E. To permanently protect from development the forests, wetlands, natural watercourses, open spaces and wildlife on the *Conservation Land* and on such areas on the Property that are undeveloped or otherwise have no approved plans for development.

2. USE LIMITATION

- A. The *Conservation Land* shall be maintained in perpetuity in an undeveloped and natural condition free from residential, industrial or commercial activities.
- B. No structure or improvement of any kind, including but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, commercial facility, conduit or utility line, billboard or other means of advertising display, driveway or road made of

Conservation Easement Deed

asphalt or other impervious surface, mobile home or other temporary or permanent structure or improvement, shall be constructed, placed or introduced onto the *Conservation Land*.

- C. 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 permitted on the *Conservation Land* except:
- i. Upon the Grantee's written permission, obtained by Grantor's written request;
 - ii. As is necessary for the accomplishment of the Conservation purposes as stated in Section 1 of this Easement (the "Conservation Purposes"); and
 - iii. After all necessary federal, state and local permits and approvals are secured; and
 - iv. Do not harm state or federally recognized rare, threatened, or endangered species; and
 - v. Do not adversely impact wetland vegetation, soils, hydrology, or habitat.
- F. No outdoor advertising structures such as signs and billboards shall be displayed on the *Conservation Land*.
- G. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel sand, topsoil, or other similar materials on the *Conservation Land*.
- H. There shall be no dumping, injection, burning or burial of materials of any kind.

3. GRANTOR'S RESERVED RIGHTS

The Grantor must notify the Grantee in writing thirty (30) days prior to exercising any of the following rights:

Conservation Easement Deed

- A. Grantor reserves the right to install, maintain, repair, or replace utilities such as telephone, cable, power and communication lines, surface and subsurface drainage structures and areas, subsurface sanitary waste disposal systems and water supply facilities that may exist or be permitted at the time of the creation of this Easement.
- B. In accordance with generally accepted forest management practices, (a) pruning and cutting to prevent, control or remove hazards, disease or insect damage, fire, or to preserve the present condition of the premises, including vistas, roads and trails; (b) the cutting of trees for designated purposes, in accordance with a plan, prepared by a professional forester and approved by the Grantees, that is designated to protect the conservation value of the premises including, without limitation, scenic and wildlife habitat values.
- C. The erection, maintenance and replacement of regulatory signs (such as "no hunting", or such signs to be such as Grantor may deem necessary and desirable).

4. GRANTOR RESPONSIBILITIES

- A. Prior to its exercise of any of the reserved rights set forth above, Grantor hereby agrees to submit written plans to Grantee for approval.
- B. Grantor agrees to obtain all required local, state and federal permits and approvals for any plans related to its reserved rights prior to construction.
- C. The Grantor agrees to notify the Grantee in writing within 10 days after transfer of title of the *Conservation Land* or of any change ownership which is permitted by this Easement. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which such a transfer of ownership is executed. Grantor's failure to so incorporate this Easement in any such instrument shall not impair the validity of this Easement or limit its enforceability in any way.

5. BENEFITS AND BURDENS

- A. Consistent with RSA 477:45-47, the burden of this Easement shall run with the Conservation Land and shall be enforceable against all future owners and tenants in perpetuity.

Conservation Easement Deed

- B. Consistent with RSA 477:45-47, the benefits of this Easement shall not be appurtenant to any land in particular, 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 has among its purposes the *Conservation Land* 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 the like power of assignment or transfer. Any assignee or transferee shall be bound by the terms of this Easement.

6. AFFIRMATIVE RIGHTS OF GRANTEE

The Grantee must notify the Grantor in writing thirty (30) days prior to exercising any of the following rights:

- A. The Grantee shall have access to the entire *Conservation Land* to maintain boundaries, to determine compliance with and enforce the terms of this Easement, and to exercise its rights assumed by the acceptance of this Easement.
- B. The Grantee shall have the right to post signs on *the Conservation Land* identifying it as land protected for open space Conservation.

7. INDEMNIFICATION, TAXES, MAINTENANCE

- A. The Grantor hereby indemnifies the Grantee and holds the Grantee harmless from and against any and all loss, cost, damage, alleged damage or expense of every kind and nature including, without limitation, court costs, expenses and reasonable attorney's fees arising out of there being found on the *Conservation Land*, whether originating on or off the *Conservation Land*, hazardous material or petroleum product, whether past, present, or future, unless caused solely by the negligent acts or omissions of the Grantee, or its employees or agents.
- B. The Grantee shall be under no obligation to maintain the *Conservation Land* or pay any taxes or assessments thereon.

8. LEGAL REMEDIES

Conservation Easement Deed

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such a breach or conduct, delivered in hand or 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 paragraph, the Grantee shall, as appropriate to the purposes of this Easement, 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, but not limited to, the Grantee's reasonable expenses, expert fees, 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 Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Conservation purposes of this Easement.
- F. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.
- G. Grantee shall have the right to enforce this Easement by appropriate legal means and to obtain injunctive and other equitable relief against any violations, including without limitation, relief requiring restoration of the Property to its condition prior to the time of the violation, and shall be in

Conservation Easement Deed

addition to, and not limitation of, any other rights and remedies available to the Grantee.

- H. Grantee, by its acceptance of this Easement, does not undertake any liability or obligation relating to the condition of the Property.

9. EXTINGUISHMENT

If circumstances arise in the future beyond the control of the parties hereto that render the Conservation purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the *Conservation Land* subsequent to such termination or extinguishments, shall be determined, unless otherwise provided by New Hampshire law at the time, in accordance with paragraph 11. Grantee shall use all such proceeds in a manner consistent with the Conservation purposes of this grant.

11. CONDEMNATION

- A. Whenever all or part of *the Conservation Land* is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate this Easement in whole or in part, the Grantee shall be entitled to recover the full damages resulting from such taking with all incidental or direct damages and all expenses incurred by them to be paid out of the damages recovered.

12. GENERAL PROVISIONS

- A. Controlling Law. The interpretation and performances of this Easement shall be governed by the laws of the State of New Hampshire.
- B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Conservation Easement Deed

- C. 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 reminder 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 so long as the remainder of the provision can reasonably be given effect.
- D. Termination of Rights and obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Conservation Land, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- E. No Merger of Interests. The Grantor and the Grantee explicitly agree that the provisions set forth in this Easement are intended to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Conservation Land by or to the Grantee or any successor or assign of the Grantee shall be deemed to eliminate the provisions set forth hereunder under the doctrine of "merger" or any other legal doctrine.
- F. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

WHEREBY the Grantee, by accepting and recording this Conservation Easement for itself, its successors and assigns, agrees to be bound by, to observe and enforce its provisions, and to assume the rights and responsibilities granted to and incumbent upon the Grantee, all in furtherance of the Conservation purpose(s) for which this Easement is delivered.

This is not homestead property.

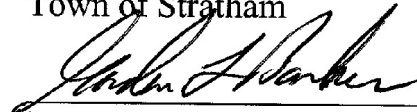
IN WITNESS WHEREOF, Grantors and Grantee have set their hands on this 8th day of August, 2002.

Bunker Hill Realty Trust

By: Joseph Falzone
Its: Trustee

Conservation Easement Deed

Town of Stratham

A handwritten signature in cursive script, appearing to read "Gordon L. Barker", written over a horizontal line.

by: Gordon L. Barker, Chair
Conservation Commission.

Conservation Easement Deed

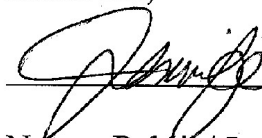
THE STATE OF NEW HAMPSHIRE

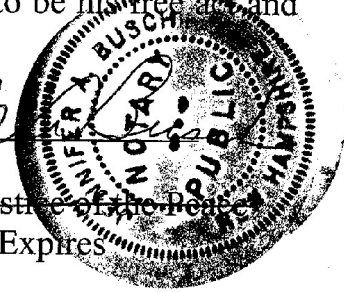
ROCKINGHAM, ss

Date: August 8th, 2002

Then personally appeared the above named Joseph Falzone, Trustee of Bunker Hill Realty Trust and acknowledged the foregoing to be his ~~own~~ act and deed, and the free act and deed of the Trust, before me,

JENNIFER A. BUSCH, Notary Public
My Commission Expires October 4, 2005


Notary Public/Justice of the Peace
My Commission Expires

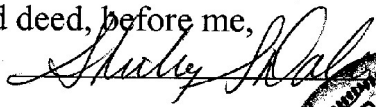


THE STATE OF NEW HAMPSHIRE

ROCKINGHAM,ss

Date: August 14, 2002

Personally appeared Gordon L. Barker who acknowledged the foregoing to be [his] ~~[her]~~ ~~[their]~~ voluntary act and deed, before me,


Notary Public/Justice of the Peace
My Commission Expires



Conservation Easement Deed

Exhibit A

CONSERVATION EASEMENT AREA "A1"

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF MUIRFIELD DRIVE, IN THE TOWN OF STRATHAM, COUNTY OF ROCKINGHAM AND STATE OF NEW HAMPSHIRE, WHERE THE NORTHERLY SIDE OF THE PSNH EASEMENT INTERSECTS THE NORTHWESTERLY SIDE OF SAID MUIRFIELD DRIVE, SAID POINT BEING 2.48' NORTHERLY ALONG A CURVE WITH A RADIUS OF 330.00' FROM A GRANITE BOUND;

THENCE ALONG THE NORTHERLY SIDE OF THE SAID PSNH EASEMENT, AND THROUGH LOTS 19-54 AND 19-53 AS SHOWN ON THE HEREINAFTER MENTIONED PLAN, NORTH 61°36'41" WEST, A DISTANCE OF 1,082.83' TO A POINT AT LAND OF THE WILLIAM W. TREAT REV. TRUST;

THENCE ALONG LAND OF THE WILLIAM W. TREAT REV. TRUST, THE FOLLOWING THIRTY-ONE COURSES;

NORTH 60°27'46" EAST, A DISTANCE OF 7.32' TO HEMLOCK TREE WITH BARBED WIRE;

THENCE NORTH 50°08'49" EAST, A DISTANCE OF 99.72' TO A DEAD DECIDUOUS TREE WITH BARBED WIRE;

THENCE NORTH 47°14'24" EAST, A DISTANCE OF 55.71' TO A HEMLOCK TREE WITH BARBED WIRE;

THENCE NORTH 39°06'12" EAST, A DISTANCE OF 20.60' TO A POINT;

THENCE NORTH 46°06'02" EAST, A DISTANCE OF 73.02' TO A CEDAR TREE WITH A PK NAIL;

THENCE SOUTH 67°29'35" EAST, A DISTANCE OF 30.67' TO A POINT;

THENCE SOUTH 62°00'46" EAST, A DISTANCE OF 76.57' TO A POINT;

THENCE SOUTH 67°26'42" EAST, A DISTANCE OF 13.82' TO A POINT;

THENCE SOUTH 72°16'44" EAST, A DISTANCE OF 103.85' TO A POINT;

THENCE SOUTH 84°12'54" EAST, A DISTANCE OF 28.28' TO A WHITE PINE TREE WITH BARBED WIRE;

THENCE NORTH 49°14'05" EAST, A DISTANCE OF 38.89' TO A DRILL HOLE;

THENCE NORTH 48°49'28" EAST, A DISTANCE OF 34.96' TO A HEMLOCK TREE WITH BARBED WIRE;

THENCE NORTH 46°13'12" EAST, A DISTANCE OF 64.01' TO A HEMLOCK TREE WITH BARBED WIRE;

THENCE NORTH 64°21'34" EAST, A DISTANCE OF 15.76' TO A CHERRY TREE WITH BARBED WIRE;

Conservation Easement Deed

THENCE SOUTH 73°50'54" EAST, A DISTANCE OF 13.72' TO A CEDAR TREE WITH BARBED WIRE;
THENCE SOUTH 54°53'16" EAST, A DISTANCE OF 15.97' TO A POINT;
THENCE SOUTH 48°25'30" EAST, A DISTANCE OF 68.47' TO A HEMLOCK TREE WITH BARBED WIRE;
THENCE SOUTH 53°54'13" EAST, A DISTANCE OF 30.81' TO A HEMLOCK TREE WITH BARBED WIRE;
THENCE SOUTH 47°08'46" EAST, A DISTANCE OF 30.33' TO A POINT;
THENCE SOUTH 49°30'33" EAST, A DISTANCE OF 38.21' TO A POINT;
THENCE SOUTH 44°29'59" EAST, A DISTANCE OF 14.54' TO A POINT;
THENCE SOUTH 49°16'04" EAST, A DISTANCE OF 126.18' TO A WHITE PINE WITH BARBED WIRE;
THENCE SOUTH 58°33'45" EAST, A DISTANCE OF 12.26' TO A HEMLOCK TREE WITH BARBED WIRE;
THENCE SOUTH 48°07'24" EAST, A DISTANCE OF 75.64' TO A DRILL HOLE IN A STONE WALL;
THENCE ALONG SAID STONE WALL, SOUTH 51°37'49" EAST, A DISTANCE OF 33.89' TO A CONIFEROUS TREE WITH BARBED WIRE;
THENCE CONTINUING ALONG SAID STONE WALL, SOUTH 40°23'14" EAST, A DISTANCE OF 17.32' TO A DRILL HOLE;
THENCE SOUTH 51°38'39" EAST, A DISTANCE OF 53.91' TO A STUMP WITH BARBED WIRE;
THENCE SOUTH 46°44'20" EAST, A DISTANCE OF 51.97' TO A CEDAR TREE WITH BARBED WIRE;
THENCE SOUTH 52°45'33" EAST, A DISTANCE OF 35.83' TO A BIRCH TREE WITH BARBED WIRE;
THENCE SOUTH 39°07'09" EAST, A DISTANCE OF 17.60' TO A PINE TREE WITH BARBED WIRE;
THENCE SOUTH 50°26'37" EAST, A DISTANCE OF 38.13' TO A DRILL HOLE IN A STONE WALL;
THENCE THROUGH SAID LOT 19-54, SOUTH 21°52'41" EAST, A DISTANCE OF 209.84' TO A POINT ON THE NORTHERLY SIDE OF SAID MUIRFIELD DRIVE;
THENCE ALONG MUIRFIELD DRIVE, SOUTH 72°27'36" WEST, A DISTANCE OF 104.45' TO A GRANITE BOUND;
THENCE CONTINUING ALONG MUIRFIELD DRIVE, ALONG A CURVE WITH A RADIUS OF 330.00', AN ARC LENGTH OF 89.42', A DELTA OF 15°31'30", A CHORD BEARING OF SOUTH 64°41'50" WEST, AND A CHORD DISTANCE OF 89.14' TO THE POINT OF BEGINNING.
SAID AREA CONTAINS 8.016 ACRES, AND IS SHOWN AS CONSERVATION EASEMENT AREA "A1" ON A PLAN ENTITLED "CONSERVATION EASEMENT PLAN FOR SPRUCEWOOD SUBDIVISION PHASE II, BUNKER HILL AVE., STRATHAM, NEW HAMPSHIRE" DATED JUNE 18, 2001 AND REVISED THROUGH APRIL 16, 2002 BY DOUCET SURVEY, INC.

*Conservation Easement Deed***CONSERVATION EASEMENT AREA "A2"**

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF MUIRFIELD DRIVE, IN THE TOWN OF STRATHAM, COUNTY OF ROCKINGHAM AND STATE OF NEW HAMPSHIRE, WHERE THE NORTHERLY SIDE OF THE PSNH EASEMENT INTERSECTS THE SOUTHERLY SIDE OF SAID MUIRFIELD DRIVE. SAID POINT BEING 35.91' NORTHERLY ALONG A CURVE WITH A RADIUS OF 270.00' FROM A GRANITE BOUND;

THENCE ALONG MUIRFIELD DRIVE, ALONG A CURVE WITH A RADIUS OF 270.00', AN ARC LENGTH OF 39.28', A DELTA OF 8°20'05", A CHORD BEARING OF NORTH 68°17'33" EAST, AND A CHORD DISTANCE OF 39.24' TO A POINT.

THENCE CONTINUING ALONG MUIRFIELD DRIVE, NORTH 72°27'36" EAST, A DISTANCE OF 104.45' TO A POINT;

THENCE THROUGH LOT 19-55 AND LOT 19-56 AS SHOWN ON THE HEREINAFTER MENTIONED PLAN, SOUTH 80°59'10" EAST, A DISTANCE OF 420.56' TO A POINT IN A STONE WALL AT LAND OF ALBERT K. CARBONNEAU;

THENCE THROUGH SAID LOT 19-56, AND ALSO THROUGH SAID LOT 19-55, ALONG SAID LINE, SOUTH 78°44'03" WEST, A DISTANCE OF 383.40' TO A POINT;

THENCE CONTINUING THROUGH LOT 19-55, AND ALSO THROUGH SAID LOT 19-56, NORTH 61°36'41" WEST, A DISTANCE OF 199.38' TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 0.886 ACRES, AND IS SHOWN AS CONSERVATION EASEMENT AREA "A-2" ON A PLAN ENTITLED "CONSERVATION EASEMENT PLAN FOR SPRUCEWOOD SUBDIVISION PHASE II, BUNKER HILL AVE., STRATHAM, NEW HAMPSHIRE" DATED JUNE 18, 2001 AND REVISED THROUGH APRIL 16, 2002 BY DOUCET SURVEY, INC.

CONSERVATION EASEMENT AREA "B1"

BEGINNING AT A POINT ON THE EASTERLY SIDE OF MUIRFIELD DRIVE IN THE TOWN OF STRATHAM, COUNTY OF ROCKINGHAM AND STATE OF NEW HAMPSHIRE, WHERE THE SOUTHERLY SIDE OF THE GAS LINE EASEMENT INTERSECTS THE EASTERLY SIDE OF SAID MUIRFIELD DRIVE AS SHOWN ON THE HEREINAFTER MENTIONED PLAN;

THENCE THROUGH LOT 19-49 AND LOT 19-56, NORTH 74°32'03" EAST, A DISTANCE OF 490.99' TO A POINT ON THE SOUTHERLY SIDE OF THE PSNH EASEMENT;

THENCE ALONG THE SOUTHERLY SIDE OF SAID PSNH EASEMENT, AND THROUGH SAID LOT 19-56, SOUTH 61°36'41" EAST, A DISTANCE OF 320.12' TO A POINT IN A STONE WALL AT LAND OF ALBERT K. CARBONNEAU;

THENCE ALONG SAID LAND OF CARBONNEAU THE FOLLOWING SIX COURSES;

ALONG SAID STONE WALL, SOUTH 49°22'41" WEST, A DISTANCE OF 133.07' TO A DRILL HOLE;

THENCE CONTINUING ALONG SAID STONE WALL, SOUTH 47°49'09" WEST, A DISTANCE OF 153.20' TO A REBAR;

THENCE CONTINUING ALONG SAID STONE WALL, SOUTH 40°37'27" EAST, A DISTANCE OF 74.71' TO A POINT;

THENCE CONTINUING ALONG SAID STONE WALL, SOUTH 41°58'49" EAST, A DISTANCE OF 20.50' TO A POINT;

Conservation Easement Deed

THENCE CONTINUING ALONG SAID STONE WALL, SOUTH 45°09'54" EAST, A DISTANCE OF 21.24' TO A POINT;

THENCE SOUTH 42°41'30" EAST, A DISTANCE OF 33.52' TO A POINT ON THE NORTHWESTERLY SIDE OF THE PROPOSED UNITIL EASEMENT AS SHOWN ON THE HEREINAFTER MENTIONED PLAN;

THENCE ALONG THE PROPOSED UNITIL EASEMENT, SOUTH 43°05'13" WEST, A DISTANCE OF 111.12' TO A POINT;

THENCE THROUGH LOT 19-46, AND ALSO THROUGH LOT 19-47, AS SHOWN ON THE HEREINAFTER MENTIONED PLAN, NORTH 37°06'06" WEST, A DISTANCE OF 264.24' TO A POINT ON THE SOUTHERLY SIDE OF LOT 19-48;

THENCE ALONG THE SOUTHERLY SIDE OF LOT 19-48, SOUTH 56°28'01" WEST, A DISTANCE OF 146.94' TO A POINT;

THENCE THROUGH LOT 19-47, SOUTH 39°34'16" WEST, A DISTANCE OF 273.64' TO A POINT ON THE NORTHEASTERLY SIDE OF JUNIPER DRIVE;

THENCE ALONG JUNIPER DRIVE THE FOLLOWING THREE COURSES;

NORTH 51°31'59" WEST, A DISTANCE OF 83.62' TO A GRANITE BOUND AT THE SOUTHERLY-MOST CORNER OF LOT 19-48;

THENCE NORTH 51°31'59" WEST, A DISTANCE OF 30.64' TO A GRANITE BOUND;

THENCE ALONG A CURVE WITH A RADIUS OF 280.00', AN ARC LENGTH OF 51.90', A DELTA OF 10°37'14", A CHORD BEARING OF NORTH 56°50'36" WEST, AND A CHORD DISTANCE OF 51.83' TO A GRANITE BOUND;

THENCE THROUGH LOT 19-48, NORTH 51°30'34" EAST, A DISTANCE OF 258.93' TO A 5/8" RE-BAR AT AN ANGLE POINT IN THE NORTHERLY LINE OF LOT 19-48;

THENCE ALONG THE NORTHERLY LINE OF LOT 19-48, NORTH 58°17'34" EAST, A DISTANCE OF 200.95' TO A POINT;

THENCE THROUGH LOT 19-49, NORTH 37°06'06" WEST, A DISTANCE OF 74.65' TO A POINT;

THENCE CONTINUING THROUGH LOT 19-49, SOUTH 82°42'55" WEST, A DISTANCE OF 322.14' TO A GRANITE BOUND ON THE SOUTHEASTERLY SIDE OF MUIRFIELD DRIVE;

THENCE ALONG MUIRFIELD DRIVE, NORTH 6°51'18" EAST, A DISTANCE OF 62.44' TO A GRANITE BOUND;

THENCE CONTINUING ALONG MUIRFIELD DRIVE, ALONG A CURVE WITH A RADIUS OF 220.00', AN ARC LENGTH OF 38.86', A DELTA OF 10°07'16", A CHORD BEARING OF NORTH 11°54'56" EAST, AND A CHORD DISTANCE OF 38.81' TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 4.803 ACRES, AND IS SHOWN AS CONSERVATION EASEMENT AREA "B1" ON A PLAN ENTITLED "CONSERVATION EASEMENT PLAN FOR SPRUCEWOOD SUBDIVISION PHASE II, BUNKER HILL AVE., STRATHAM, NEW HAMPSHIRE" DATED JUNE 18, 2001 AND REVISED THROUGH APRIL 16, 2002 BY DOUCET SURVEY, INC.

*Conservation Easement Deed***CONSERVATION EASEMENT AREA "B2"**

BEGINNING AT A POINT ON THE WESTERLY SIDE OF MUIRFIELD DRIVE IN THE TOWN OF STRATHAM, COUNTY OF ROCKINGHAM AND STATE OF NEW HAMPSHIRE, WHERE THE SOUTHERLY SIDE OF THE GAS LINE EASEMENT INTERSECTS THE WESTERLY SIDE OF SAID MUIRFIELD DRIVE AS SHOWN ON THE HEREINAFTER MENTIONED PLAN;

THENCE ALONG MUIRFIELD DRIVE, ALONG A CURVE WITH A RADIUS OF 280.00', AN ARC LENGTH OF 12.75', A DELTA OF 2°36'29", A CHORD BEARING OF SOUTH 8°09'32" WEST, AND A CHORD DISTANCE OF 12.74' TO A GRANITE BOUND;

THENCE CONTINUING ALONG MUIRFIELD DRIVE, SOUTH 06°51'18" WEST, A DISTANCE OF 62.44' TO A GRANITE BOUND AT THE LOT CORNER BETWEEN LOT 19-51 AND 19-52;

THENCE CONTINUING ALONG MUIRFIELD DRIVE, ALONG A CURVE WITH A RADIUS OF 220.00', AN ARC LENGTH OF 89.44', A DELTA OF 23°17'36", A CHORD BEARING OF SOUTH 18°30'06" WEST, AND A CHORD DISTANCE OF 88.83' TO A GRANITE BOUND;

THENCE CONTINUING ALONG MUIRFIELD DRIVE, SOUTH 30°08'53" WEST, A DISTANCE OF 177.63' TO A GRANITE BOUND AT THE LOT CORNER BETWEEN LOT 19-50 AND 19-51;

THENCE CONTINUING ALONG MUIRFIELD DRIVE, ALONG SAID LINE, SOUTH 30°08'53" WEST, A DISTANCE OF 84.78' TO A GRANITE BOUND;

THENCE ALONG A CURVE WITH A RADIUS OF 720.00', AND ARC LENGTH OF 250.52', A DELTA OF 19°56'09", A CHORD BEARING OF SOUTH 40°06'58" WEST, AND A CHORD DISTANCE OF 249.26' TO A GRANITE BOUND AT THE LOT CORNER BETWEEN LOT 19-25 AND 19-50;

THENCE THROUGH SAID LOT 19-25, NORTH 73°18'56" WEST, A DISTANCE OF 210.60' TO A POINT;

THENCE NORTH 79°03'02" WEST, A DISTANCE OF 255.55' TO A REBAR AT A COMMON LOT CORNER BETWEEN LOTS 19-23, 19-24 AND 19-25;

THENCE ALONG THE LOT LINE BETWEEN LOT 19-23 AND 19-25, NORTH 22°15'09" WEST, A DISTANCE OF 243.50' TO A POINT IN THE SOUTHERLY SIDE OF THE GAS LINE EASEMENT;

THENCE ALONG THE SOUTHERLY SIDE OF THE GAS LINE EASEMENT, NORTH 74°32'03" EAST, A DISTANCE OF 907.56' TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 6.411 ACRES, AND IS SHOWN AS CONSERVATION EASEMENT AREA "B2" ON A PLAN ENTITLED "CONSERVATION EASEMENT PLAN FOR SPRUCEWOOD SUBDIVISION PHASE II, BUNKER HILL AVE., STRATHAM, NEW HAMPSHIRE" DATED JUNE 18, 2001 AND REVISED THROUGH APRIL 16, 2002 BY DOUCET SURVEY, INC.

CONSERVATION EASEMENT AREA "B3"

BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDE OF JUNIPER DRIVE, IN THE CITY OF STRATHAM, COUNTY OF ROCKINGHAM, AND STATE OF NEW HAMPSHIRE, WHERE THE NORTHERLY SIDE OF THE PROPOSED UNITIL EASEMENT INTERSECTS THE SOUTHWESTERLY SIDE OF JUNIPER DRIVE;

THENCE ALONG THE NORTHERLY SIDE OF THE PROPOSED UNITIL EASEMENT, SOUTH 43°05'13" WEST, A DISTANCE OF 423.16' TO A POINT;

Conservation Easement Deed

THENCE THROUGH LOTS 19-41, 19-42 AND 19-43, NORTH 39°55'35" WEST, A DISTANCE OF 510.93' TO A POINT IN THE SOUTHERLY SIDE OF MUIRFIELD DRIVE;

THENCE ALONG MUIRFIELD DRIVE, ALONG A CURVE WITH A RADIUS OF 780.00', AN ARC LENGTH OF 229.14', A DELTA OF 16°49'54", A CHORD BEARING OF NORTH 38°33'50" EAST, AND A CHORD DISTANCE OF 228.32' TO A GRANITE BOUND;

THENCE CONTINUING ALONG MUIRFIELD DRIVE, NORTH 30°08'53" EAST, A DISTANCE OF 28.35' TO A GRANITE BOUND;

THENCE ALONG A CURVE WITH A RADIUS OF 30.00', AND ARC LENGTH OF 45.92', A DELTA OF 87°41'53", A CHORD BEARING OF NORTH 73°59'50" EAST, AND A CHORD DISTANCE OF 41.57' TO A GRANITE BOUND;

THENCE ALONG JUNIPER DRIVE, SOUTH 62°09'13" EAST, A DISTANCE OF 86.41' TO A GRANITE BOUND;

THENCE CONTINUING ALONG JUNIPER DRIVE, ALONG A CURVE WITH A RADIUS OF 220.00', AND ARC LENGTH OF 40.78', A DELTA OF 10°37'14", A CHORD BEARING OF SOUTH 56°50'36" EAST, AND A CHORD DISTANCE OF 40.72' TO A GRANITE BOUND;

THENCE CONTINUING ALONG JUNIPER, SOUTH 51°31'59" EAST, A DISTANCE OF 113.10' TO A GRANITE BOUND AT THE LOT CORNER BETWEEN LOT 19-42 AND 19-43;

THENCE CONTINUING ALONG JUNIPER DRIVE, ALONG SAID LINE, SOUTH 51°31'59" EAST, A DISTANCE OF 132.57' TO A GRANITE BOUND AT THE LOT CORNER BETWEEN LOT 19-41 AND 19-42;

THENCE CONTINUING ALONG JUNIPER DRIVE, ALONG SAID LINE, SOUTH 51°31'59" EAST, A DISTANCE OF 55.77' TO A GRANITE BOUND;

THENCE CONTINUING ALONG JUNIPER DRIVE, ALONG A CURVE WITH A RADIUS OF 330.00', AND ARC LENGTH OF 46.81', A DELTA OF 08°07'36", A CHORD BEARING OF SOUTH 55°35'47" EAST, AND A CHORD DISTANCE OF 46.77' TO A GRANITE BOUND;

THENCE CONTINUING ALONG JUNIPER DRIVE, SOUTH 59°39'35" EAST, A DISTANCE OF 40.97' TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 4.252 ACRES, AND IS SHOWN AS CONSERVATION EASEMENT AREA "B3" ON A PLAN ENTITLED "CONSERVATION EASEMENT PLAN FOR SPRUCEWOOD SUBDIVISION PHASE II, BUNKER HILL AVE., STRATHAM, NEW HAMPSHIRE" DATED JUNE 18, 2001 AND REVISED THROUGH APRIL 16, 2002 BY DOUCET SURVEY, INC.

CONSERVATION EASEMENT AREA "C1"

BEGINNING AT A POINT NORTHERLY OF JUNIPER DRIVE IN THE TOWN OF STRATHAM, COUNTY OF ROCKINGHAM AND STATE OF NEW HAMPSHIRE, SAID POINT BEING ON THE BOUNDARY LINE BETWEEN LOT 19-45 AND LAND OF ALBERT K. CARBONNEAU AS SHOWN ON THE HEREINAFTER MENTIONED PLAN;

THENCE ALONG LAND OF SAID CARBONNEAU, SOUTH 42°41'30" EAST, A DISTANCE OF 15.07' TO A ½" REBAR AT LAND OF R. STOKES & PAULA R. NELSON;

THENCE ALONG SAID LAND OF STOKES & NELSON THE FOLLOWING THREE COURSES;

SOUTH 43°42'11" EAST, A DISTANCE OF 227.94' TO A POINT AT A BARBED WIRE FENCE;

Conservation Easement Deed

THENCE ALONG SAID BARBED WIRE FENCE, SOUTH 43°48'53" EAST, A DISTANCE OF 167.22' TO A GRANITE BOUND AT THE EASTERLY CORNER BETWEEN LOTS 19-45 AND 19-44;

THENCE CONTINUING ALONG SAID BARBED WIRE FENCE SOUTH 43°48'53" EAST, A DISTANCE OF 160.64' TO A DRILL HOLE IN A STONE WALL,

THENCE ALONG SAID STONE WALL, AND ALONG LAND OF SAID STOKES & NELSON, AND LAND OF JOHN R. & NANCY W. VIGARS, SOUTH 42°29'39" EAST, A DISTANCE OF 56.33' TO POINT;

THENCE CONTINUING ALONG SAID STONE WALL AND LAND OF SAID VIGARS, THE FOLLOWING THREE COURSES;

SOUTH 45°00'56" EAST, A DISTANCE OF 49.98' TO A POINT;

THENCE SOUTH 41°05'27" EAST, A DISTANCE OF 55.63' TO A DRILL HOLE;

THENCE SOUTH 42°09'53" EAST, A DISTANCE OF 42.05' TO A DRILL HOLE;

THENCE CONTINUING ALONG LAND OF SAID VIGARS, SOUTH 47°00'33" EAST, A DISTANCE OF 40.79' TO A 5/8" REBAR;

THENCE CONTINUING ALONG LAND OF SAID VIGARS, AND ALSO ALONG LAND OF ANDREW S. & CHERYL L. EWART, SOUTH 40°37'27" EAST, A DISTANCE OF 38.59' TO A HORNBEAM TREE;

THENCE CONTINUING ALONG LAND OF SAID EWART, THE FOLLOWING SEVEN COURSES;

SOUTH 53°53'36" EAST, A DISTANCE OF 12.46' TO A DEAD TREE;

THENCE SOUTH 42°25'18" EAST, A DISTANCE OF 83.76' TO A WHITE PINE TREE;

THENCE SOUTH 35°01'12" EAST, A DISTANCE OF 17.53' TO A 24" DEAD TREE;

THENCE SOUTH 39°47'01" EAST, A DISTANCE OF 34.88' TO A WHITE PINE TREE;

THENCE SOUTH 49°44'13" EAST, A DISTANCE OF 20.48' TO A WHITE PINE TREE;

THENCE SOUTH 44°33'30" EAST, A DISTANCE OF 88.21' TO A WHITE PINE TREE;

THENCE SOUTH 49°42'31" EAST, A DISTANCE OF 22.75' TO A POINT IN A STONE WALL

THENCE ALONG SAID STONE WALL, AND CONTINUING ALONG LAND OF SAID EWART, SOUTH 41°24'12" EAST, A DISTANCE OF 37.86' TO A POINT;

THENCE CONTINUING ALONG LAND OF SAID EWART, SOUTH 46°28'50" EAST, A DISTANCE OF 8.30' TO A GRANITE BOUND;

THENCE ALONG LAND OF THE TOWN OF STRATHAM THE FOLLOWING FOUR COURSES;

SOUTH 45°14'28" WEST, A DISTANCE OF 255.56' TO MAPLE TREE;

THENCE SOUTH 44°17'59" WEST, A DISTANCE OF 174.41' TO A WHITE PINE TREE;

THENCE SOUTH 48°56'01" WEST, A DISTANCE OF 25.35' TO A DECIDUOUS TREE;

Conservation Easement Deed

THENCE SOUTH 44°38'27" WEST, A DISTANCE OF 211.52' TO A DRILL HOLE IN A STONE WALL AT THE SOUTHEASTERLY CORNER OF LOT 19-35;

THENCE ALONG SAID STONE WALL, AND CONTINUING ALONG LAND OF THE TOWN OF STRATHAM THE FOLLOWING FOUR COURSES;

SOUTH 47°09'22" WEST, A DISTANCE OF 12.70' TO A DRILL HOLE;

THENCE SOUTH 23°13'19" WEST, A DISTANCE OF 8.02' TO A DRILL HOLE;

THENCE SOUTH 43°47'39" WEST, A DISTANCE OF 62.81' TO A DRILL HOLE;

THENCE SOUTH 43°05'13" WEST, A DISTANCE OF 53.85' TO A DRILL HOLE;

THENCE CONTINUING ALONG LAND OF THE TOWN OF STRATHAM THE FOLLOWING THREE COURSES;

SOUTH 45°52'36" WEST, A DISTANCE OF 86.62' TO A BIRCH TREE;

THENCE SOUTH 41°40'58" WEST, A DISTANCE OF 33.31' TO A WHITE PINE TREE;

THENCE SOUTH 37°25'12" WEST, A DISTANCE OF 39.10' TO A MAPLE TREE;

THENCE CONTINUING ALONG LAND OF THE TOWN OF STRATHAM, AND ALSO ALONG LAND OF TIMOTHY RIESER, SOUTH 46°04'02" WEST, A DISTANCE OF 67.74' TO A STUMP;

THENCE THROUGH LOT 19-34 AS SHOWN ON THE HEREINAFTER MENTIONED PLAN, NORTH 16°47'19" WEST, A DISTANCE OF 212.67' TO A 5/8" REBAR ON THE BOUNDARY LINE BETWEEN SAID LOT 19-34 AND LOT 19-35;

THENCE THROUGH SAID LOT 19-35, NORTH 26°06'44" EAST, A DISTANCE OF 222.33' TO A POINT;

THENCE CONTINUING THROUGH SAID LOT 19-35, AND ALSO THROUGH LOT 19-36, AND LOT 19-37, NORTH 27°43'54" WEST, A DISTANCE OF 413.01' TO A 5/8" REBAR IN THE BOUNDARY LINE BETWEEN SAID LOT 19-37 AND LOT 19-38;

THENCE THROUGH SAID LOT 19-38, NORTH 09°08'51" EAST, A DISTANCE OF 87.33' TO A POINT;

THENCE NORTH 87°23'42" EAST, A DISTANCE OF 180.50' TO A POINT ON THE EASTERLY SIDE OF JUNIPER DRIVE;

THENCE ALONG JUNIPER DRIVE, NORTH 29°53'05" EAST, A DISTANCE OF 106.85' TO A GRANITE BOUND;

THENCE CONTINUING ALONG JUNIPER DRIVE, ALONG A CURVE WITH A RADIUS OF 230.00', AND ARC LENGTH OF 145.39', A DELTA OF 36°13'05", A CHORD BEARING OF NORTH 11°46'32" EAST, AND A CHORD DISTANCE OF 142.98' TO A POINT;

THENCE THROUGH LOT 19-44, SOUTH 87°23'42" EAST, A DISTANCE OF 386.00' TO A 5/8" RE-BAR AT AN ANGLE POINT ON THE LOT LINE BETWEEN LOT 19-44 AND LOT 19-38;

THENCE THROUGH SAID LOT 19-44, NORTH 29°48'29" WEST, A DISTANCE OF 273.75' TO A POINT ON THE BOUNDARY LINE BETWEEN LOT 19-44 AND LOT 19-45;

THENCE THROUGH SAID LOT 19-45, NORTH 44°42'59" WEST, A DISTANCE OF 262.27' TO A POINT ON THE SOUTHEASTERLY SIDE OF THE PROPOSED UNITIL EASEMENT;

Conservation Easement Deed

THENCE ALONG THE SOUTHEASTERLY SIDE OF THE PROPOSED UNITIL EASEMENT, NORTH 43°05'13" EAST, A DISTANCE OF 121.04' TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 14.822 ACRES, AND IS SHOWN AS CONSERVATION EASEMENT AREA "C1" ON A PLAN ENTITLED "CONSERVATION EASEMENT PLAN FOR SPRUCEWOOD SUBDIVISION PHASE II, BUNKER HILL AVE., STRATHAM, NEW HAMPSHIRE" DATED JUNE 18, 2001 AND REVISED THROUGH APRIL 16, 2002 BY DOUCET SURVEY, INC.

CONSERVATION EASEMENT AREA "C2"

BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDE OF JUNIPER DRIVE, IN THE TOWN OF STRATHAM, COUNTY OF ROCKINGHAM, AND STATE OF NEW HAMPSHIRE, WHERE THE SOUTHERLY SIDE OF THE PROPOSED UNITIL EASEMENT INTERSECTS THE SOUTHWESTERLY SIDE OF JUNIPER DRIVE AS SHOWN ON THE HEREINAFTER MENTIONED PLAN;

THENCE ALONG JUNIPER DRIVE, SOUTH 59°39'35" EAST, A DISTANCE OF 10.61' TO A GRANITE BOUND AT THE LOT CORNER BETWEEN LOT 19-39 AND 19-40;

THENCE CONTINUING ALONG JUNIPER DRIVE, ALONG SAID LINE, SOUTH 59°39'35" EAST, A DISTANCE OF 33.47' TO A GRANITE BOUND;

THENCE CONTINUING ALONG JUNIPER DRIVE, ALONG A CURVE WITH A RADIUS OF 170.00', AND ARC LENGTH OF 265.68', A DELTA OF 89°32'41", A CHORD BEARING OF SOUTH 14°53'15" EAST, AND A CHORD DISTANCE OF 239.46' TO A GRANITE BOUND;

THENCE CONTINUING ALONG JUNIPER DRIVE, SOUTH 29°53'05" WEST, A DISTANCE OF 173.91' TO A POINT;

THENCE THROUGH LOT 19-39, SOUTH 75°40'06" WEST, A DISTANCE OF 227.25' TO A POINT IN THE LOT LINE BETWEEN LOT 19-39 AND 19-40;

THENCE THROUGH LOT 19-40, NORTH 39°55'35" WEST, A DISTANCE OF 164.58' TO A POINT IN THE SOUTHERLY SIDE OF THE PROPOSED UNITIL EASEMENT;

THENCE NORTH 43°05'13" EAST, A DISTANCE OF 458.04' TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 2.586 ACRES, AND IS SHOWN AS CONSERVATION EASEMENT AREA "C2" ON A PLAN ENTITLED "CONSERVATION EASEMENT PLAN FOR SPRUCEWOOD SUBDIVISION PHASE II, BUNKER HILL AVE., STRATHAM, NEW HAMPSHIRE" DATED JUNE 18, 2001 AND REVISED THROUGH APRIL 16, 2002 BY DOUCET SURVEY, INC.

TRUSTEE'S CERTIFICATE

Bunker Hill Realty Trust

I, Joseph Falzone, Trustee of Bunker Hill Realty Trust u/d/t dated 1/25/2001
and recorded at Book 3694, Page 2029 of 123 Water Street,
Town of Exeter, County of Rockingham and State of New Hampshire,
hereby certifies as follows

1. I am the Sole Trustee of Bunker Hill Realty Trust;
2. The Trust is in full force and affect without unrecorded amendment or modification;
3. All of the beneficiaries of the Trust are of legal age and are legally competent.
4. I have been authorized by the Beneficiaries of the Trust to execute and deliver the foregoing deed on the terms and conditions contained therein.

Signed as a sealed instrument this 8th day of August, 2002.

Joseph Falzone
Joseph Falzone, Trustee

STATE OF NEW HAMPSHIRE

ROCKINHAM COUNTY, ss

Date: August 8th, 2002

Then personally appeared the above named Joseph Falzone and acknowledged the foregoing to be his free act and deed, before me,

Jennifer A. Busch
Notary Public
My Commission Expires
