

*Cathy Ann Seary*

RECORDING 174.00  
SURCHARGE 2.00



Casassa Law  
Box 9

This is a transfer to an instrumentality of the State of New Hampshire and the United States of America which is exempt from the New Hampshire real estate transfer tax pursuant to New Hampshire RSA 78-B:2, I. This transfer is also exempt from the LCHIP surcharge pursuant to Rev. 3002.03 and Rev. 3002.04.

**AGRICULTURAL LAND EASEMENT  
(CONSERVATION EASEMENT DEED)  
AND DEED RESTRICTION**

I, **EDITH BARKER, TRUSTEE OF THE EDITH C. BARKER REVOCABLE TRUST OF 2003, u/d/t November 13, 2003**, an unmarried individual, having a mailing address of P.O. Box 154, Town of Stratham, County of Rockingham, State of New Hampshire 03885, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grant in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 6 Center Street, PO Box 675, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement" or "Agricultural Land Easement" or "ALE") hereinafter described; and

a Primary Executory Interest, as further defined in Section IV.I “Primary and Secondary Executory Interests” below, to the **TOWN OF STRATHAM**, a duly authorized municipal corporation acting by and through the **STRATHAM CONSERVATION COMMISSION**, an official commission of the Town of Stratham, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 10 Bunker Hill Avenue, Town of Stratham, County of Rockingham, State of New Hampshire, 03885, (sometimes referred to as the “Town”, and otherwise hereinafter referred to as the “Primary Executory Interest Holder”, which term shall include the Primary Executory Interest Holder’s successors and assigns; and together with the Secondary Executory Interest Holder sometimes collectively referred to herein as the “Executory Interest Holders”, as the context may require); and

a Secondary Executory Interest, as further defined in Section IV.I below, to the **STATE OF NEW HAMPSHIRE**, acting by and through the **LAND AND COMMUNITY HERITAGE INVESTMENT AUTHORITY**, a nonprofit corporation and public instrumentality of the State of New Hampshire (sometimes referred to as “LCHIP”, and otherwise hereinafter referred to as the “Secondary Executory Interest Holder”, and together with the Primary Executory Interest Holder sometimes collectively referred to herein as the “Executory Interest Holders”, as the context may require), with a mailing address of 3 North Spring Street, Suite 100, City of Concord, County of Merrimack, State of New Hampshire, 03301; and

with a Right of Enforcement to the **UNITED STATES OF AMERICA** (“United States”), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (“NRCS”) on behalf of the Commodity Credit Corporation (“CCC”);

all 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 49.66 acres, situated on Portsmouth Avenue in the Town of Stratham, County of Rockingham, State of New Hampshire, and to be recorded at the Rockingham County Registry of Deeds (hereafter “Survey Plan”), more particularly bounded and described in EXHIBIT A attached hereto and made a part hereof,

Together with the Deed Restriction (hereinafter referred to as the “Deed Restriction”) hereinafter described with respect to that certain parcel of land (herein referred to as the “Excluded Area”) adjacent to the Property, with any and all buildings, structures, and improvements thereon, consisting of approximately 4.13 acres, situated on Portsmouth Avenue in the Town of Stratham, County of Rockingham, State of New Hampshire, as shown on the Survey Plan and more particularly bounded and described in EXHIBIT D attached hereto and made a part hereof.

The Grantor; the Grantee; the Executory Interest Holders; and the United States (jointly referred to as the “Parties”) acknowledge this ALE is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of the Protected Property;

And, in accordance with NH RSA 227-M:14, notwithstanding any other provision of law, no deviation in the uses of this Property to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of this Easement from public trust is prohibited, except as provided in NH RSA 227-M:13.

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee with a copy provided to the Grantor and the United States and with additional copies provided to the Executory Interest Holders.

### **SECTION I – PURPOSES**

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

- A. The conservation and protection of open spaces, particularly the conservation of the productive farm and forest land of which the Protected Property consists, which includes approximately seventeen and four-tenths (17.4) acres of statewide important farmland soils and approximately one and three-tenths (1.3) acres of locally important farmland soils, and the long-term protection of the Protected Property’s capacity to produce economically valuable agricultural and forestry products, and of the wetland and upland wildlife habitat thereon; and
- B. The enjoyment of the general public of the scenic rural views, as seen from portions of the Protected Property’s more than 200 feet of frontage on Portsmouth Avenue, and the other types of enjoyment the public derives from active farming and agricultural operations, which can include but are not limited to greenhouses, barns, farm stands and other forms of Agritourism as defined in Section II below; and
- C. The protection of the wildlife habitats on the Protected Property including approximately four and nine-tenths (4.9) acres of “Highest Ranking Habitat in the State”, sixteen and seven-tenths (16.7) acres of “Highest Ranking Habitat in Biological Region”, and seventeen and five-tenths (17.5) acres of “Supporting Landscape”, all as identified by the 2015 NH Wildlife Action Plan; and the enhancement and enlargement of protected or public land near the Protected Property, said other land including but not limited to the approximately eighty six (86) acre Stratham Hill Park property and the approximately one hundred twenty six (126) acre Gifford property including the Gordon Barker Town Forest owned by the Town of Stratham; and
- D. The protection of the quality of ground water and surface water resources on and under the Protected Property by managing the agricultural and forest lands in accordance with best management practices. Said water resources includes approximately two and six-tenths (2.6) acres of the Property that falls within the Jewett Hill Well Head Protection Area and the approximately twenty and seven-tenths (20.7) acres of the Property that falls within the Chisholm Farm Well Head Protection Area and the approximately one

thousand five hundred twenty two (1,522) feet of frontage along both sides of Jewett Hill Brook; and

- E. The scenic and recreational enjoyment of the general public that enjoy the Property from the pedestrian and bicycle trail system that is open to the public on and adjoining the Protected Property. Said trail system extends from Lovell Road through the Town owned and maintained Stratham Hill Park and the Gordon Barker Town Forest, to and across the land upon which the Stratham Memorial School is located, through the Protected Property to conserved lands f/k/a the Short Property and the Open Space Cluster Subdivision known as Crockett Farms, all of which trails also lead to the Scamman and Long Hill Roads trail entrances, together providing miles or recreational opportunities and access;

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 1998 Master Plan of the Town of Stratham, which states in Chapter 6 "Recreation", Section 5 "Recommendations" Paragraph 4 whereby the Town should "Seek to establish a network of trails linking public conservation and recreation by interconnecting, through easements and other agreements with landowners"; and in Chapter 7 "Resource Conservation and Preservation", in Map RCP-6 and Table RCP-7 which specifically references Barker Farm, and in Section 6 "Recommendations" Paragraph 2 "Natural Resources" which states "It is the policy of the Town of Stratham to protect its natural resources both for the health and enjoyment of the residents and for the health and well-being of the environment", and Paragraph 3 "Water Resources" which states "It is the policy of the Town of Stratham to vigorously protect the quality and quantity of the Town's surface and groundwater resources to ensure present and future water supplies for the Town and to protect the health, safety and welfare of its residents", and Paragraph 4 "Open Space and Conservation Lands" which states "It is the policy of the Town of Stratham to protect Stratham's natural resources, agricultural lands and other open spaces by securing the development rights to important open space and conservation lands", and Paragraph 5 "Agricultural Resources" which states "It is the policy of the Town of Stratham to protect Stratham's agricultural resources by securing development rights and by promoting conservation measures and best management practices";

and consistent with New Hampshire RSA Chapter 79-A:1 "Declaration of Public Interest," 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;" and which also states, relative to the entire Protected Property being enrolled in the Current Use Assessment Program: "It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. Open space land imposes few if any costs on local government and is therefore an economic benefit to its citizens. The means for encouraging preservation of open space authorized by this chapter is the assessment of land value for property taxation on the basis of current use."

and with NH RSA 227-M which states: “The intent of the Program is to conserve and preserve this state’s most important natural, cultural and historical resources through the acquisition of lands and cultural and historical resources, or interests therein, of local, regional and statewide significance, in partnership with the state’s municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state’s economy, environment and overall quality of life”,

and consistent with the aforesaid Wildlife Action Plan, approved by the U.S. Fish and Wildlife Service in 2015, whose “Conservation Action 1500. Land Protection” states “Highly threatened and essential habitat resources should be priorities, such as riparian/shoreland habitat, larger unfragmented blocks, and wildlife corridors that connect significant habitat.”

Purchase of this Easement is made possible, in part, by grants and/or funding from the NRCS Agricultural Conservation Easement Program and with a \$200,000 grant award from the Land and Community Heritage Investment Program, which award places certain restrictions on the Property as described herein, and continuing obligations on Grantee as described in a Grant Agreement recorded herewith.

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

Notwithstanding any of the provisions contained herein, under no circumstances shall a use inconsistent with or in violation of the Town Zoning Ordinance, Site Plan Regulations, bylaws, or any other ordinance or rule of the Town be permitted to occur, except if that use is explicitly listed in Section III.E hereof.

## **SECTION II – DEFINITIONS**

- A. **Agriculture:** For the purposes hereof, “Agriculture” or “agriculture” 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; 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.
  
- B. **Agritourism:** For the purposes hereof, “Agritourism” or “agritourism” shall include any practice on the farm incidental to, or in conjunction with, Agriculture to attract visitors to the farm to attend events and activities that are accessory uses to the primary farm operation, including, but not limited to, eating a meal, overnight stays, enjoyment of the farm environment, education about farm operations, or active involvement in the activity of the farm.

- C. **Forestry:** For the purposes hereof, “Forestry” or “forestry” shall include the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products, all as not detrimental to the Purposes of this Easement.
- D. **Commercial Forestry:** For the purposes hereof, “Commercial Forestry” or “commercial forestry” shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions.
- E. **Non-commercial Forestry:** For the purposes hereof, “Non-commercial Forestry” or “non-commercial forestry” shall include non-commercial timber stand improvement activities, wildlife habitat improvement, and the small-scale cutting or harvesting of wood products for the domestic use of the Grantor, such as clearing trees to maintain the edge of a field, thinning the forest stand to maintain a view, or cutting firewood for domestic consumption. Non-commercial Forestry shall not include activities conducted for the contemporaneous production of sale proceeds or other consideration.

### **SECTION III – MINIMUM CONSERVATION DEED RESTRICTIONS**

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

The terms and conditions of the ALE run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

A. Agricultural Land Easement Plan. As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan, as approved by NRCS, to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Grantor and the Grantee. Grantor agrees the use of the Protected Property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation Purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in the event the agricultural or other allowable uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee. Any and all costs associated with said ALE Plan shall be the responsibility of the Grantor.

Prior to the Grantor undertaking any new use, activity, event, or enterprise not already described in an approved ALE Plan, or expanding on a previously approved use, activity, event or enterprise, Grantor shall first provide sufficient written plans and information, and any additional information as requested by the Grantee, for the Grantee’s review no less than sixty (60) days

prior to implementation. The Grantee shall provide a written approval, approval with conditions, or denial to the Grantor within forty-five (45) days of Grantor's submission. Nothing contained herein shall prevent the Grantee, at its sole discretion, from providing a one-time, extended term, or perpetual approval for any approved use, activity, event, or enterprise. In cases where the proposed use, activity, event, or enterprise, or the impact(s) thereof, is obviously minor, the Grantee has the right, in its sole discretion, to waive the requirement that the Grantor's notice and plan must be submitted in writing. Notwithstanding the preceding sentence, all approved uses, activities, events or enterprises must be documented as such in the ALE Plan.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

B. Limitation on Impervious Surfaces. Impervious surfaces will not exceed 2% of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property; including, but is not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE.

C. Limitations on Nonagricultural Uses/Prohibited Uses. Any activities inconsistent with the Purposes of the ALE are prohibited. The following activities are inconsistent with the Purposes of the ALE and are specifically prohibited, subject to the qualifications stated below:

(1) Subdivision –

Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited, and none of the tracts which together may comprise the Protected Property shall be conveyed separately from one another, except that the lease of any portion of the Protected Property for any use permitted by this ALE Easement shall not violate this Section III Paragraph C(1).

(2) Industrial or Commercial Uses – Industrial or commercial activities on the Protected Property are prohibited except for the following:

(i) agricultural production and related uses; and

(ii) the sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the conservation Purposes of this Easement; and

(iii) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Protected Property herein protected; and

(iv) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and farm wineries; and

(v) small-scale commercial enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts; and

(vi) forest management, processing or sale of forest products produced or partially produced on the Protected Property in approved buildings; said forestry activities and forest management plan requirements being further referenced in Section III Paragraph C(4); and

(vii) conservation, habitat management, educational, recreational, or other allowed uses that do not harm the agricultural use, future viability, and related conservation values of the Protected Property.

All activities listed above under subsections (i) – (vii) shall be conducted as described and approved in the ALE Plan referenced in Section III, Paragraph A. Said activities listed above and described in the ALE Plan shall not harm the agricultural use, future viability, or related conservation values of the Protected Property.

Agricultural activities shall be in accordance with the then-current scientifically based practices recommended by UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Such activities shall not be detrimental to the Purposes of this Easement.

Any proposed commercial enterprise or small-scale commercial enterprise described in the ALE Plan and as referenced in Section III, Paragraph C(2) subsections (iv) and (v) above shall involve products produced on the Protected Property or products which are produced regionally, such as fruits, vegetables, maple syrup and small craft items, or in the case of farm machinery repair, shall be limited to agricultural and forestry machines used on site or locally, all as not detrimental to the Purposes of this Easement.

(3) Construction on the Protected Property – All new structures and improvements must be located within the Building Envelopes, as shown on the Survey Plan, containing approximately seven and forty one one-hundredths (7.41) acres and described in EXHIBIT B, which is appended to and made a part of the ALE.



(i) **Building Envelope Boundaries** – The boundaries and location of the Building Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelopes may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the agricultural use and future viability, and related conservation values of the Protected Property.

(ii) **Structures Outside Building Envelopes** – Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under Section III Paragraph D(3) that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property, may be built outside of the Building Envelope with prior written approval of the Grantee provided that the utilities or agricultural structures are consistent with the ALE Plan described in Section III Paragraph A and the utilities are sized only to service and produce energy for the Protected Property and agricultural, farm related residential, and farm related structures in the Excluded Area.

(iii) **New Roads** – New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Such new roads are not required to be located within Building Envelopes.

(iv) **Maintenance of Roads** – Maintenance of existing roads and driveways documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

(v) **Fences** – Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property. Such fences are not required to be located within Building Envelopes.

Structures and improvements must be necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, educational, recreational, or other allowed uses of the Protected Property permitted under Section III Paragraph C(2). Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Protected Property any of the following structures or improvements: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, tennis court, indoor riding arena, swimming pool, athletic field, golf course, wireless communication infrastructure, towers, or aircraft landing area.

(4) Forestry - In addition to the provisions of Section III Paragraph D(2), if any Forestry is conducted, it shall be performed, to the extent reasonably practicable, as hereinafter specified in a manner not detrimental to the Purposes of this Easement and in accordance with the following provisions:

(i) Requirements for Forestry – Any and all Commercial and Non-commercial Forestry shall be carried out in accordance with all applicable local, state, and federal 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 and shall not be detrimental to the Purposes of the Easement. Exceptions to this limitation may be granted by mutual agreement in writing by the Grantor and Grantee. For references on best management practices see:

- “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” (N.H. Division of Forests & Lands, 2016); and
- “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (New Hampshire Forest Sustainability Standards Work Team, 2010), or similar successor publications.

(ii) Requirements for Commercial Forestry – In addition to the requirements outlined in Section III Paragraph D(2), Commercial Forestry shall be performed using silvicultural practices that enhance or maintain the value of timber while recognizing that the ecological, aesthetic, wildlife, or other non-timber values are important components of the forest. To the extent reasonably practical, forestry shall meet the following goals:

- a. The goals are:
  - maintenance of soil productivity;
  - protection of water quality, wetlands, and riparian zones;
  - maintenance or improvement of the overall quality of forest products;
  - conservation of scenic quality;
  - protection of significant or fragile natural areas;
  - protection of significant historic and cultural features; and
  - conservation of native plant and animal species.
- b. Additional Management Plan Requirements: Although Section III, Paragraph D(2) includes an acreage and percent forest requirement for when a forest management plan is required, this Easement provision is in addition to the requirements of Section III, Paragraph D(2): any Commercial Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement, prepared by a licensed professional forester,

or by another qualified person approved in advance and in writing by the Grantee. Said Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting of trees is expected to commence. Or, if more than ten (10) years old, the Forest Management Plan shall have been reviewed and updated as required by said forester or other qualified person at least thirty (30) days prior to the date of harvest.

Said Forest Management Plan shall include a statement of Grantor objectives, and shall specifically address:

- the accomplishment of those Purposes for which this Easement is granted;
- the goals in Section III Paragraph C(4)(ii)a; and
- the protection of the water quality as well as minimizing disturbance around all wetlands.

At least thirty (30) days prior to any commercial timber harvest, the Grantee shall have received from the Grantor a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee that the Forest Management Plan, as defined in this Section III Paragraph C(4)b, 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.

- c. Timber harvesting with respect to any Commercial 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.

(5) Granting of Easements for Utilities and Roads – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the agricultural use and future viability, and related conservation values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

(6) Surface Alteration – Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (i) dam construction in accordance with an ALE plan to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation;

- (ii) erosion and sediment control pursuant to a plan approved by the Grantee;
- (iii) soil disturbance activities required in the construction, maintenance, repair or replacement of approved buildings, structures, roads and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Easement;
- (iv) agricultural activities conducted in accordance with the ALE Plan; or
- (v) forestry, conservation, habitat management, educational, recreational, or other allowed activities conducted in accordance with the ALE Plan and/or Forest Management Plan.

Said surface alteration shall:

- a. not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
- b. not be detrimental to the Purposes of this Easement.

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

(7) Oil, Gas, or Mineral Exploration and Extraction – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited. Provided however, limited mining activities for materials (e.g., sand, gravel, or shale) used for agricultural operations on the Protected Property is allowed where the extraction of materials used for such agricultural operations is limited, localized, and small with a defined area and acreage identified in EXHIBIT C and does not harm the conservation values or the agricultural uses of the Protected Property. Further, no such materials shall leave the Protected Property. Following the cessation of extractive activities at any given extractive area on the Protected Property, the Grantor shall restore such area(s) to a natural vegetated condition and appearance in conformance with all governmental laws, ordinances, rules, and regulations, including but not limited to the requirements of U.S. Treasury Regulations at 1.170A-14(g)(4)(i), as may be amended from time to time.

Said limited mining activities for materials used for agricultural operations shall also be acceptable for forestry, conservation, habitat management, educational, recreational, or other allowed activities conducted in accordance with the ALE Plan and/or Forest Management Plan pursuant to Section III Paragraph C(6)(v). If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this ALE is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph - Section III Paragraph C(7).

(8) Advertising Structures and Signs – No outdoor advertising structures shall be displayed on the Protected Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, educational, recreational, or other allowed uses of the Protected Property, or as necessary for public safety, and in any case provided such structures are not detrimental to the Purposes of this Easement. Signs shall only be illuminated by exterior light sources and shall only be illuminated during business hours of the allowable use. No sign on the Protected Property shall exceed twenty-five (25) square feet in size.

(9) Waste and Dumping – The accumulation, dumping, burning, burial or injection of trash, refuse, sewage, junk or toxic materials is not allowed on the Protected Property. This restriction will not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Protected Property.

(10) Motorized Vehicle Use – Grantor shall neither use nor grant permission for motorized vehicle use on the Property, except as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, educational, law enforcement and public safety, access to and from the Excluded Area or other allowed uses of the Property, provided that no use of motorized vehicles shall create impacts that are detrimental to the productivity of the soils on the Property and the Purposes of this Conservation Easement.

D. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property, ALE Plan and ALE Purposes, and do not violate Federal laws, including Federal drug laws. No uses will be allowed that decrease the ALE's protection for the agricultural use and future viability, and related conservation values of the Protected Property. Allowed uses of the Protected Property include, the specific uses allowed in Section III Paragraph C(2)(i)-(vii) and the following activities, subject to the qualifications stated below:

(1) Agricultural Production – The production, processing, and marketing of agricultural crops and livestock is allowed provided it is conducted in a manner consistent with the terms of the ALE Plan described in Section III, Paragraph A.

(2) Forest Management and Timber Harvest – In addition to the provisions of Section III Paragraph C(4), forest management and timber harvesting is allowed, provided it is carried out to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains 40 contiguous acres of forest or 20 percent of the Protected Property is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee. A forest management plan will not be required for the following allowed noncommercial activities: (i) cutting of trees for the construction of allowed roads, utilities, buildings, and structures on the Protected Property, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

(3) On-Farm Energy Production – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the Purposes of the ALE. Renewable energy production on the Protected Property may also serve the agricultural, farm related residential, and farm related structures in the Excluded Area.

E. Affirmative Right of Public Access. – There is hereby conveyed pedestrian and bicycle access to, on, and across the Property for hunting, fishing, and transitory passive recreational purposes, but not camping, by members of the public. The Grantee may post against or limit such access, with prior approval of the Executory Interest Holders, if such activities harm the agricultural use, future viability, or related conservation values of the Protected Property and/or when public safety would be at risk. Notwithstanding the above, bicycle access shall only be permitted on designated trails described in the ALE Plan and approved by the Grantor, Grantee, and Primary Executory Interest Holder. Also notwithstanding the above, the Grantor reserves the right to post the Property against public access to areas being actively used by/for livestock, to agricultural cropland during the planting and growing season, and to forestland during harvesting, establishment of plantations, or other forest management activities, without prior approval of the Executory Interest Holders.

F. Deed Restriction Conveyed on Excluded Area – For the benefit and in aid of the ALE granted hereby and running therewith, the Grantor hereby also grants to the Grantee the right to enforce the following Restriction with respect to the Excluded Area:

(1) The Excluded Area shall not be divided, subdivided or separately conveyed from the Protected Property.

(2) Division, subdivision, or separate conveyance wholly within the boundaries of the Excluded Area is prohibited.

**SECTION IV – GRANTEE’S ADMINISTRATION OF  
AGRICULTURAL LAND EASEMENT**

A. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

(1) The Grantor agrees to notify the Grantee in writing at least ten (10) days before the transfer of title to the Protected Property.

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

B. BENEFITS AND BURDENS

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

C. AFFIRMATIVE RIGHTS OF GRANTEE AND EXECUTORY INTEREST HOLDERS

(1) The Grantee and Executory Interest Holders 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.

(2) Grantee shall have the right to place, maintain, and replace signs on the Property as follows:

- a. Signs to facilitate inspection of the Property and to identify the Property as conservation land protected by the Grantee, said signs located along the Property’s

boundaries with each sign not exceeding thirty (30) square inches in size.

- b. Signs along the Property's maintained public road frontage to identify to the public that the Property is conserved land and to recognize funding entities who contributed funding toward the conservation of the Property, as may be required. Said signs shall be located at a visible location on the Property, said location to be mutually agreed upon by the Grantor and Grantee. The Grantee shall be responsible for ensuring that said sign(s) conform with applicable local, state, and federal regulations and shall bear the cost of installation.
  - c. Up to 4 informational kiosks that are no more than eight (8) feet wide by eight (8) feet high within which the Grantee or Primary Executory Interest Holder can display information related to its mission, the Property, the effort to conserve the Property and the conservation context of the Property. The Grantor and Grantee shall work together on a mutually agreeable location and size for said kiosk(s).
- (3) The Primary Executory Interest Holder or its designee(s) shall have the right to maintain the existing trails and other improvements (e.g. bridges, signs and trail markers) on the Property as shown in the Baseline Documentation Report map entitled "Public Recreational Trails". The Primary Executory Interest holder shall also have the right to operate motorized vehicles, including the use of snowmobiles on snow, in order to maintain and manage said Public Recreational Trails. This right is an exception to Section III.C(10), above. Additionally, the Primary Executory Interest Holder or its designee(s) shall have the right to construct new trails, relocate or close existing trails, and install/remove trail-related improvements subject to the following conditions:
- a. All new trail construction, maintenance and relocation shall be located off hydric soils to the extent possible, shall not be of an impervious surface, and shall conform to best management practices recommended by the Appalachian Mountain Club or similar trail-maintaining organizations (see "The Complete Guide to Trail Building and Maintenance" Appalachian Mountain Club, or similar successor publications).
  - b. To exercise the right to construct new trails, relocate or close existing trails, or install/remove trail-related improvements, the Primary Executory Interest Holder must obtain written approval from the Grantor and Grantee. At least forty-five (45) days before the planned initiation of trail construction, relocation, closure, or installation/removal of trail-related improvements, the Primary Executory Interest Holder shall provide the Grantor and Grantee with a detailed map and written information sufficient to identify and evaluate trail location, proposed action, installation/removal of trail-related improvements, impacts to hydric soils, timing of trail construction or relocation, and consistency with the terms and Purposes of this Easement. The Grantor and Grantee shall approve, approve with conditions, or disapprove within thirty



(30) days of receipt of the Primary Executory Interest Holder's written request, but in any event, Grantor and Grantee shall make best efforts in good faith to expedite their decision making.

- c. Once said trail construction, relocation, or closure or installation/removal of trail-related improvements is complete, Primary Executory Interest Holder shall provide an updated "Public Recreational Trails" map identifying all new, relocated, or closed trails, along with any associated improvements. Said map shall be maintained at the office of the Grantee, with copies provided to the Grantor and Primary Executory Interest Holder.
- d. The Primary Executory Interest Holder shall bear the cost of constructing, maintaining, repairing and relocating said trails and trail-related improvements.

D. RESOLUTION OF DISAGREEMENTS

- (1) The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section IV Paragraph D, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- (2) If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- (3) If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement may be submitted to binding arbitration in accordance with New Hampshire RSA 542. The parties shall have ten (10) days to accept or refuse binding arbitration. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either

party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.

- (4) If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Protected Property to its condition prior to the breach, and to recover such damages as appropriate.
- (5) Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Protected Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Protected Property to its condition prior to any breach.

E. BREACH OF EASEMENT – GRANTEE’S REMEDIES

- (1) If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Protected Property, to restore the portion of the Protected Property so injured to its prior condition.
- (2) The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- (3) If the Grantor fails to perform its obligations under the immediately preceding Paragraph E(2) above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

- (4) If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Protected Property, the Grantee may pursue its remedies under this Section IV Paragraph E, "Breach of Easement...", without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- (5) The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Protected Property. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property.
- (6) The Grantee's rights under this Section IV Paragraph E, "Breach of Easement...", apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section IV Paragraph D, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- (7) The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section IV Paragraph E, "Breach of Easement...", both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section IV Paragraph E, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- (8) Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.
- (9) Forbearance by the Grantee to exercise its rights under this Easement in the event of any

breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee or Executory Interest Holder of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's or Executory Interest Holder's rights hereunder. No delay or omission by the Grantee or Executory Interest Holder in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

The Executory Interest Holders do not waive or forfeit the right to take action as may be necessary to insure compliance with this Easement by any prior failure to act, and Grantee hereby waives any defense of laches with respect to any delay or omission by the Executory Interest Holders in acting to enforce any restriction or exercise any rights under this Easement, any such delay or omission shall not impair Executory Interest Holders' rights or remedies or be construed as a waiver.

- (10) 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. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section IV Paragraph E, "Breach of Easement..." against any third party responsible for any actions inconsistent with the provisions of this Easement.

F. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

G. 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.

H. ADDITIONAL EASEMENT

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

I. PRIMARY AND SECONDARY EXECUTORY INTERESTS

- (1) The Executory Interest Holders shall have reasonable access to the Property and all of its parts for such inspection as necessary to: (i) determine compliance with and enforce the terms of this Easement through any and all authorities under Federal or State Law, and to exercise the rights conveyed hereby; (ii) carry out the duties assumed by the Executory Interest Holders under this Section IV.I “Primary and Secondary Executory Interests”; and (iii) maintain the Easement boundaries if the Executory Interest Holders identify a failure of the Grantee to maintain such boundaries.
- (2) If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Primary Executory Interest Holder requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Primary Executory Interest Holder shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstance, the Primary Executory Interest Holder shall then also have the right, but not the obligation, to terminate the Easement interest of the Grantee in the Protected Property and to cause Grantee’s Easement interest to be transferred and conveyed to, and to vest in, the Primary Executory Interest Holder. These rights may be exercised at the sole option and election of the Primary Executory Interest Holder and such termination and vesting shall be effectuated (if so elected by the Primary Executory Interest Holder) by the Primary Executory Interest Holder recording an affidavit to that effect in the Rockingham County Registry of Deeds referring hereto which shall state: (i) that the Grantee has ceased to enforce the Easement conveyed hereby, (ii) that said recording is made pursuant to the terms and conditions of this Easement, and (iii) that Primary Executory Interest Holder elects to terminate and to assume the Grantee's interest in this Easement which such Easement interest is transferred to and vested in the Primary Executory Interest Holder by such recording. The Primary Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.

If the Grantee ceases to exist or ceases to function as a qualified organization as specified in Section IV Paragraph B “Benefits & Burdens” above, then, at the sole option and election of the Primary Executory Interest Holder, Primary Executory Interest Holder may elect to cause the Easement interest to be transferred and conveyed to, and to vest in,

the Primary Executory Interest Holder. In order to effectuate such vesting (if so elected by the Primary Executory Interest Holder), the Primary Executory Interest Holder shall record an affidavit with the Rockingham County Registry of Deeds which shall state: (i) that the Grantee has ceased to exist or has ceased to function as a qualified organization under said Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, as the case may be, (ii) that said recording is made pursuant to the terms and conditions of this Easement, and (iii) that Primary Executory Interest Holder elects to terminate and to assume the Grantee's interest in this Easement which such Easement interest is transferred to and vested in the Primary Executory Interest Holder by such recording. The Primary Executory Interest Holder's exercise of its rights under this Section IV Paragraph I "Primary and Secondary Executory Interests" shall not divest the Secondary Executory Interest Holder of its rights and interests hereunder.

The interests held by the Primary Executory Interest Holder are assignable or transferable to any party qualified by the State of New Hampshire to become the Executory Interest Holders' assignee or transferee as specified in Section IV Paragraph B "Benefits and Burdens" above. Any assignee or transferee shall have like power of assignment or transfer.

- (3) Following the vesting of Grantee's Easement interest in the Primary Executory Interest Holder as set forth in Section IV(I)(2) above (should such vesting be elected by Primary Executory Interest Holder), or in the event that both Grantee and Primary Executory Interest Holder cease to enforce the Easement conveyed hereby or both fail to enforce it within thirty (30) days after receipt of written notice of the failure to enforce from the Secondary Executory Interest Holder, which notice may be delivered concurrently to both Grantee and Primary Executory Interest Holder and shall be delivered in hand or by certified mail, return receipt requested, , then the Secondary Executory Interest Holder shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstance, the Secondary Executory Interest Holder shall then also have the right to terminate the Easement interest of the Grantee (or the Easement interest of the Primary Executory Interest Holder, if Grantee's Easement interest has been vested in the Primary Executory Interest Holder) in the Protected Property by recording an affidavit in the Rockingham County Registry of Deeds referring hereto which shall state: (i) that the Grantee (or Primary Executory Interest Holder, as applicable) has ceased to enforce the Easement conveyed hereby, (ii) that said recording is made pursuant to the terms and conditions of this Easement, and (iii) that the Secondary Executory Interest Holder is terminating Grantee's (or Primary Executory Interest Holder's, as applicable) Easement interest in the Protected Property and assuming such interest, and therefore that the Grantee's (or Primary Executory Interest Holder's, as applicable) interest in this Easement has been transferred and conveyed to, and vested in, the Secondary Executory Interest Holder. The Secondary Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.

In the event that Grantee ceases to exist or cease to function as a qualified organizations as specified in Section IV Paragraph B “Benefits & Burdens” above and Primary Executory Interest Holder fails to succeed to Grantee’s Easement interest as provided in Section IV(I)(2) above, or should Primary Executory Interest Holder cease to exist or cease to function as a qualified organization as specified in Section IV Paragraph B “Benefits & Burdens” above then, at the sole option and election of the Secondary Executory Interest Holder, it may cause the Easement interest to be transferred and conveyed to, and to vest in the Secondary Executory Easement Holder. In order to effectuate such vesting (if so elected by the Secondary Executory Interest Holder): (i) in the event Primary Executory Interest Holder fails to succeed to Grantee’s Easement Interest as provided in Section IV(I)(2), the Secondary Executory Interest Holder shall provide Primary Executory Interest Holder with thirty (30) days prior written notice of its desire to assume the Easement interest, which notice shall be delivered in hand or by certified mail, return receipt requested, which such notice shall give Primary Executory Interest Holder the opportunity to assume the Easement interest as provided in Section IV(I)(2); or (ii) in the event that Primary Executory Interest Holder ceases to exist or ceases to function as a qualified organization as specified in Section IV Paragraph B “Benefits & Burdens” above, or following Primary Executory Interest Holder’s failure to assume the Easement interest within the thirty (30) days following said notice from Secondary Executory Interest Holder, the Secondary Executory Interest Holder shall record an affidavit with the Rockingham County Registry of Deeds which shall state: (i) that the Primary Executory Interest Holder has failed to assume the Easement Interest as permitted by the terms and conditions of this Easement, and/or that the Grantee (or Primary Executory Interest Holder, as applicable) has ceased to exist or has ceased to function as a qualified organization under said Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, as the case may be, (ii) that said recording is made pursuant to the terms and conditions of this Easement, and (iii) that the Grantee’s (or Primary Executory Interest Holder, as applicable) interest in this Easement has vested in the Secondary Executory Interest Holder. The Secondary Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement. The Secondary Executory Interest Holder’s exercise of its rights under this Section IV Paragraph I “Primary and Secondary Executory Interests” shall not divest the Primary Executory Interest Holder of its rights and interests hereunder. Therefore, should Secondary Executory Interest Holder thereafter fail to enforce the Easement or should Secondary Executory Interest Holder cease to exist or cease to function as a qualified organization as specified in Section IV Paragraph B “Benefits & Burdens” above, then, at the sole option and election of the Primary Executory Interest Holder, Primary Executory Interest Holder may elect to succeed to Secondary Executory Interest Holder’s Easement interest as assumed by it herein, and may cause the Easement interest to vest in and to be transferred and conveyed to the Primary Executory Interest Holder following the procedure provided herein for the Primary Executory Interest Holder to terminate and assume Grantee’s Easement interest as provided herein.

The interest held by the Secondary Executory Interest Holder is assignable or transferable to any party qualified by the State of New Hampshire to become the Secondary Executory Interest Holder's assignee or transferee, with the express written consent of the United States. Any assignee or transferee shall have like power of assignment or transfer.

Notwithstanding the language in this Section IV.I "Primary and Secondary Executory Interests" above, the Primary Executory Interest Holder's right of termination shall not apply against any Easement interest in the Protected Property held by the State of New Hampshire.

J. GENERAL DISCLAIMER

The Town of Stratham and the State of New Hampshire, acting through the Primary and Secondary Executory Interest Holders, and their employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Town of Stratham acting through the Primary Executory Interest Holder and to which the State of New Hampshire acting through the Secondary Executory Interest Holder may be subject or incur relating to the Property.

K. 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 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.

**SECTION V – PROTECTION OF THE UNITED STATE'S INTERESTS**

**1. United States Right of Enforcement.** Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the holder of the ALE. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE, as determined in the sole discretion of the Secretary.



In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor's representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.

**2. General Disclaimer and Grantor Warranty.** The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless United States, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Agricultural Land Easement Deed or violations of any Federal, State, or local laws, including all Environmental Laws.

**3. Environmental Warranty.** Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee, Executory Interest Holders and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee, Executory Interest Holders or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

**4. Extinguishment, Termination, and Condemnation.** The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee, Executory Interest Holders and the United States. Due to the Federal interest in this

ALE, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee, Executory Interest Holders, and the United States stipulate that the fair market value of the ALE is ninety one and five-tenths (91.5) percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee, Executory Interest Holders, and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee, Executory Interest Holders, and the United States will be as follows: (a) to the Grantee or its designee, sixteen and four-tenths (16.4) percent of the Proportionate Share and the Grantee shall use its proceeds from the Proportionate Share in a manner consistent with the Conservation Purposes of this ALE; (b) to the Primary Executory Interest Holder or its designee, twenty-two and four-tenths (22.4) percent of the Proportionate Share; to the Secondary Executory Interest Holder or its designee, eleven and two-tenths (11.2) percent of the Proportionate Share; and (c) to the United States fifty (50) percent of the Proportionate Share. Until such time as the Grantee, Executory Interest Holders and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee, Executory Interest Holders and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the Executory Interest Holders and the United States for the amount of the Proportionate Share due each of them.

**5. Amendment.** This ALE may be amended only if, in the sole and exclusive judgment of the Grantee, Executory Interest Holders and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS and Executory Interest Holders of any proposed amendments. Prior to the signing and recordation of the amended ALE, such amendments must be mutually agreed upon by the Grantee, Grantor, Executory Interest Holders and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

IN WITNESS WHEREOF, I have hereunto set my hand this 19 day of

June, 2019.

Trustee's Certificate

Edith Barker, as Trustee of The Edith C. Barker Revocable Trust of 2003, under instrument dated November 13, 2003, being the Grantor under the foregoing Conservation Easement Deed, hereby certifies that (a) the Trust exists and remains in full force and effect, (b) it is the sole and current Trustee of the Trust, (c) under the Trust it has full and absolute power to convey any interest in real estate and improvements thereon held in the said Trust, and (d) no purchaser or third party shall be bound to inquire whether as the Trustee has said power or is properly exercising such power or to see to the application of any Trust asset paid to it as Trustee for a conveyance thereof.

GRANTOR:

[Signature]

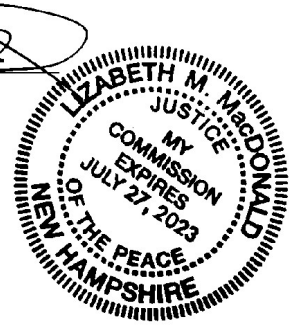
Edith C. Barker, Trustee, The Edith C. Barker Revocable Trust of 2003  
duly authorized, Grantor

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

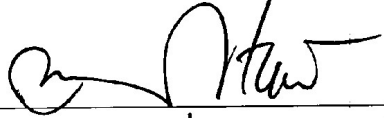
On this 19 day of June, 2019, before me personally appeared **Edith C. Barker**, Trustee for The Edith C. Barker Revocable Trust of 2003, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing Deed and Trustee Certificate, and acknowledged that she executed the same as her free acts and deeds for the purposes therein contained.

[Signature]  
Notary Public/Justice of the Peace

My commission expires:



ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By:   
 Title: Executive Director  
Duly Authorized  
 Date: 06/18/2019

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this 18<sup>th</sup> day of June, 2019, before me personally appeared

Brian Hart,  
of the Southeast Land Trust of New Hampshire, duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.



Allison Bolia  
 Notary Public/Justice of the Peace  
 My commission expires: October 29, 2019

ACCEPTANCE OF PRIMARY EXECUTORY INTEREST:  
TOWN OF STRATHAM  
BY ITS SELECTBOARD

By: Michael Houghton 5/23/19  
Michael Houghton, Chairman, duly authorized Date

Joseph Lovejoy 5/23/19  
Joseph Lovejoy, Vice Chairman, duly authorized Date

Allison Knab 5/23/19  
Allison Knab, Member, duly authorized Date

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this 23rd day of May, 2019, before me personally appeared

Michael Houghton, Joseph Lovejoy,

Allison Knab, being all members of the Town of Stratham's  
Selectboard, duly authorized, known to me, or satisfactorily proven, to be the person whose  
name is subscribed to the foregoing instrument, and acknowledged that he executed the same as  
his free act and deed for the purposes therein contained.

Valerie Kemp  
Notary Public/Justice of the Peace  
My commission expires: 1/28/2020

**VALERIE KEMP**  
Notary Public - New Hampshire  
My Commission Expires January 28, 2020

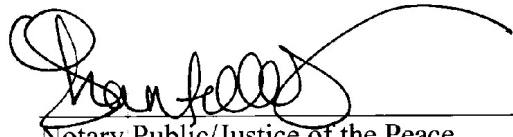
ACCEPTANCE OF SECONDARY EXECUTORY INTEREST:  
STATE OF NEW HAMPSHIRE

By Dorothy T. Taylor  
Dorothy T. Taylor, Executive Director  
Land and Community Heritage Investment Program  
for the State of New Hampshire

June 14, 2019  
Date

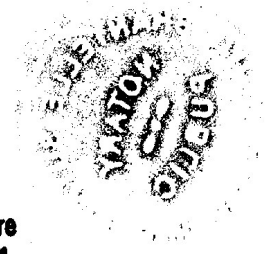
STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, ss.

On this 14 day of June, 2019, before me personally appeared **Dorothy T. Taylor** known to me (or satisfactorily proven) to be the person whose name appears above, and she acknowledged that she executed this document in the capacity indicated above.



Notary Public/Justice of the Peace  
My commission expires:

**SHANTELE SUTKUS**  
Notary Public, State of New Hampshire  
My Commission Expires May 1, 2024



ACCEPTANCE OF PROPERTY INTEREST BY THE UNITED STATES OF AMERICA

The United States of America acting by and through the United States Department of Agriculture, Natural Resources Conservation Service, on behalf of the Commodity Credit Corporation hereby accepts and approves the foregoing Agricultural Easement Deed.

By: [Signature]  
Title: State Conservationist  
Duly Authorized  
Date: 6/17/2019

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford, ss.

On this 17 day of June, 2019, before me personally appeared Richard Ellsmore, of the Natural Resources Conservation Service, United States Department of Agriculture, duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

[Signature]  
Notary Public/Justice of the Peace  
My commission expires: April 19, 2022





**EXHIBIT A  
THE PROTECTED PROPERTY**

The Protected Property subject to this 49.63 acre Agricultural Land Easement is that certain area of land herein referred to as the "Protected Property" with any and all buildings, structures, and improvements thereon, situated on Portsmouth Avenue in the Town of Stratham, County of Rockingham, State of New Hampshire, and shown on a plan entitled "Conservation Easement Plan, Tax Map 18 Lot 37, Tax Map 21 Lot 80 Portsmouth Avenue (Route 33), Stratham, NH Owner: Edith C. Barker Rev. Trust of 2003" Dated September 25, 2018, Scale: 1" = 120', prepared by Eric C. Mitchell & Associates, Inc. to be recorded herewith and further described as follows:

All bearings of this description are turned from grid north based on the New Hampshire State Plane Coordinate System and all distances are based on the current survey.

**ALE Conservation Easement on a portion of Map 21 Lot 80**

Beginning at an iron rod found at the southwesterly corner of the herein described premises, said iron rod is located on the easterly side of Portsmouth Avenue at the northwesterly corner of land now or formerly the Roberts Revocable Trust; thence

North 13°04'21" East along said Portsmouth Avenue, a distance of 10.59 feet to a New Hampshire highway bound found; thence

North 11°00'28" East along said Portsmouth Avenue, a distance of 191.61 feet to an iron rod set at the southwesterly corner of the Excluded Area; thence

South 73°27'43" East along said Excluded Area, a distance of 343.06 feet to an iron rod set; thence

North 24°07'33" East along said Excluded Area, a distance of 556.03 feet to a drill holes set in a stonewall at land now or formerly Matthew R. Owens & Christine J. Whetsone; thence

South 62°00'39" East along said stonewall, land of said Owens & Whetsone and land now or formerly Martin L. Sica & Kelly M. Gerardot, a distance of 92.77 feet to a drill hole set; thence

South 62°13'44" East along said stonewall, land of said Sica & Gerardot and land now or formerly the Hamel Family Revocable Trust 2, a distance of 228.47 feet to a drill hole set at the end of said stonewall; thence

South 63°24'52" East along land of said Hamel Family Revocable Trust 2 and land now or formerly Michael P. Farley & Lauren D. Caldwell, a distance of 111.92 feet to a drill hole set at the beginning of a stonewall at land now or formerly Adam G. & Samantha M. Filion; thence

South 63°30'20" East along said stonewall and land of said Fillion, a distance of 92.08 feet to a drill hole set; thence

South 62°13'53" East along said stonewall, land of said Fillion and land now or formerly Merrill R. Clark Revocable Trust and the Jo-Ann H. Clark Revocable Trust, a distance of 113.70 feet to an iron pipe found; thence

South 63°23'43" East along said stonewall and land of said Clark Trusts, a distance of 100.58 feet to an iron pipe found at land now or formerly Donald L. & Ruth M. Meeves; thence

South 63°18'19" East along land of said Meeves, a distance of 107.70 feet to a drill hole found at land now or formerly Matthew Taylor Soper; thence

South 62°50'22" East along said stonewall, land of said Soper and land now or formerly Catherine K. & William G. McNamara, a distance of 391.30 feet to a drill hole set at the end of said stonewall; thence

South 64°29'29" East along land of said McNamara, a distance of 65.74 feet to a point in a stream at land now or formerly the Town of Stratham; thence

South 27°49'03" West along land of said Town of Stratham, a distance of 29.88 feet to an iron rod set; thence

South 63°12'57" East along land of said Town of Stratham, a distance of 22.08 feet to a drill hole set at the beginning of a stonewall; thence

South 63°12'57" East along said stonewall, land of said Town of Stratham and land now or formerly the Tessier Family Revocable Trust, a distance of 239.13 feet to a drill hole set; thence

South 62°44'11" East along said stonewall, land of said Tessier Trust and land now or formerly Michael S. & Susan E. Doucette, a distance of 349.93 feet to a drill hole set; thence

North 34°33'38" East along said stonewall and land of said Doucette, a distance of 109.81 feet to a drill hole set; thence

South 62°05'29" East along said stonewall, land of said Doucette and land now or formerly the Lewis & Jenkins Joint Revocable Trust, a distance of 145.84 feet to an iron pipe found at land now or formerly the Town of Stratham; thence

South 64°03'52" East along said stonewall and land of said Town of Stratham, a distance of 212.47 feet to a drill hole set at the end of said stonewall; thence

South 62°23'35" East along land of said Town of Stratham, a distance of 218.35 feet to a nail set in a 12" maple tree with wire; thence

South 61°52'53" East along land of said Town of Stratham, a distance of 224.34 feet to a drill hole set at the beginning of a stonewall at the northwesterly corner of the SELT Conservation Easement; thence

South 15°49'02" West along said SELT Conservation Easement, a distance of 754.94 feet to a drill hole set at the beginning of a stonewall at land now or formerly Crockett Farm LLC; thence

North 65°59'57" West along said stonewall and land of said Crockett Farm LLC, a distance of 437.06 feet to a drill hole set; thence

North 65°03'31" West along said stonewall, land of said Crockett Farm LLC and land now or formerly of said Roberts Revocable Trust, a distance of 406.46 feet to a drill hole found; thence

North 65°53'36" West along said stonewall and land of said Roberts Revocable Trust, a distance of 435.36 feet to a drill hole set; thence

North 65°27'29" West along said stonewall and land of said Roberts Revocable Trust, a distance of 62.02 feet to a drill hole set; thence

North 65°23'58" West along said stonewall and land of said Roberts Revocable Trust, a distance of 488.64 feet to a drill hole set; thence

North 65°52'11" West along said stonewall and land of said Roberts Revocable Trust, a distance of 489.73 feet to a drill hole set; thence

North 65°24'33" West along said stonewall and land of said Roberts Revocable Trust, a distance of 487.35 feet to a drill hole set at the end of said stonewall; thence

North 64°09'44" West along land of said Roberts Revocable Trust, a distance of 223.56 feet to a drill hole set at the beginning of a stonewall; thence

North 66°36'22" West along said stonewall and land of said Roberts Revocable Trust, a distance of 87.71 feet to a drill hole set at the end of said stonewall; thence

North 78°35'58" West along land of said Roberts Revocable Trust, a distance of 16.68 feet to the point of beginning.

Said Easement containing approximately 2,162,972 square feet or 49.66 acres and is subject to all matters as shown on said plan.

**MEANING AND INTENDING** to describe a portion of the premises conveyed by Deed from Gordon L. Barker and Edith C. Barker to Edith C. Barker, Trustee of the Edith C. Barker Revocable Trust of 2003 u/d/t dated November 13, 2003, dated November 20, 2003, recorded at the Rockingham County Registry of Deeds at Book 4195, Page 1685, and conveyed by Deed

from Edith C. Barker to Edith C. Barker, Trustee of the Edith C. Barker Revocable Trust of 2003 u/d/t dated November 13, 2003, dated March 23, 2018, recorded at said Registry at Book 5901, Page 1193.

**EXHIBIT B  
BUILDING ENVELOPES**

Four (4) certain areas of land located in the Town of Stratham, County of Rockingham, State of New Hampshire, and depicted as "Building Envelope Area 'A'", "Building Envelope Area 'B'", "Building Envelope Area 'C'", "Building Envelope Area 'D'", on a plan entitled "Conservation Easement Plan, Tax Map 18 Lot 37, Tax Map 21 Lot 80 Portsmouth Avenue (Route 33), Stratham, NH Owner: Edith C. Barker Rev. Trust of 2003" Dated September 25, 2018, Scale: 1" = 120', prepared by Eric C. Mitchell & Associates, Inc. to be recorded herewith and further described as follows:

All bearings of this description are turned from grid north based on the New Hampshire State Plane Coordinate System and all distances are based on the current survey.

**Building Envelope Area "A" located within the  
ALE Conservation Easement  
on a portion of Map 21 Lot 80**

Beginning at an iron rod found at the southwesterly corner of the herein described premises, said iron rod is located on the easterly side of Portsmouth Avenue at the northwesterly corner of land now or formerly the Roberts Revocable Trust; thence

North 13°04'21" East along said Portsmouth Avenue, a distance of 10.59 feet to a New Hampshire highway bound found; thence

North 11°00'28" East along said Portsmouth Avenue, a distance of 191.61 feet to an iron rod set at the southwesterly corner of the Excluded Area; thence

South 73°27'43" East along said Excluded Area, a distance of 343.06 feet to an iron rod set; thence

South 24°07'52" West, a distance of 243.21 feet to a point at land of said Roberts Revocable Trust; thence

North 64°09'44" West along land of said Roberts Revocable Trust, a distance of 190.63 feet to a drill hole set at the beginning of a stonewall; thence

North 66°36'22" West along said stonewall and land of said Roberts Revocable Trust, a distance of 87.71 feet to a drill hole set at the end of said stonewall; thence

North 78°35'58" West along land of said Roberts Revocable Trust, a distance of 16.68 feet to the point of beginning.

Said Building Envelope "A" containing approximately 69,401 square feet or 1.59 acres and is

subject to all matters as shown on said plan.

**Building Envelope Area "B" located within the  
ALE Conservation Easement  
on a portion of Map 21 Lot 80**

Commencing at a drill hole set in a stonewall and the southwesterly corner of Building Envelope "C" at land now or formerly the Roberts Revocable Trust, said drill hole is located approximately 815 feet southeasterly from Portsmouth Avenue; thence

North 28°03'09" East along said Building Envelope "C", a distance of 214.44 feet to the Point of Beginning; thence

North 23°24'14" West, a distance of 145.00 feet to a point; thence

North 75°00'38" West, a distance of 87.00 feet to a point; thence

North 21°46'40" East, a distance of 240.00 feet to a point; thence

South 63°06'46" East, a distance of 190.00 feet to a point; thence

South 21°46'40" West, a distance of 315.00 feet to the point of beginning.

Said Building Envelope "B" containing approximately 47,572 square feet or 1.09 acres and is subject to all matters as shown on said plan.

**Building Envelope Area "C" located within the  
ALE Conservation Easement  
on a portion of Map 21 Lot 80**

Beginning at a drill hole set in a stonewall and the southwesterly corner of the herein described premises at land now or formerly the Roberts Revocable Trust, said drill hole is located approximately 815 feet southeasterly from Portsmouth Avenue; thence

North 28°03'09" East, a distance of 214.44 feet to a point; thence

South 65°27'54" East, a distance of 178.65 feet to a point; thence

South 38°57'40" West, a distance of 220.00 feet to a point in a stonewall at land of said Roberts Revocable Trust; thence

North 65°52'11" West along said stonewall and land of said Roberts Revocable Trust, a distance of 137.00 feet to the point of beginning.

Said Building Envelope "C" containing approximately 33,686 square feet or 0.77 acres and is subject to all matters as shown on said plan.

**Building Envelope Area "D" located within the  
ALE Conservation Easement  
on a portion of Map 21 Lot 80**

Beginning at a drill hole found in a stonewall and the southeasterly corner of the herein described premises at land now or formerly the Roberts Revocable Trust, said drill hole is located approximately 2,291 feet southeasterly from Portsmouth Avenue; thence

North 65°53'36" West along said stonewall and land of said Roberts Revocable Trust, a distance of 435.36 feet to a drill hole set at a stonewall intersection; thence

North 36°45'12" East along said stonewall, a distance of 110.98 feet to a drill hole set; thence

North 34°20'38" East along said stonewall, a distance of 180.07 feet to a drill hole set; thence

North 29°38'54" East along said stonewall, a distance of 122.01 feet to a drill hole set; thence

South 65°32'55" East, a distance of 426.34 feet to a point; thence

South 32°24'57" West, a distance of 408.65 feet to the point of beginning.

Said Building Envelope "D" containing approximately 172,695 square feet or 3.96 acres and is subject to all matters as shown on said plan.

**EXHIBIT C  
LIMITED MINING AREAS**

Mining, as allowed under Section III Paragraph C(7) of this Agriculture Land Easement, shall be permitted within fifty (50) feet of any field, road, path, or access way shown on the Survey Plan or documented in the Easement Baseline Documentation Report, as said field, road, path, or access way may be relocated or expanded as permitted under the Agriculture Land Easement.



**EXHIBIT D  
EXCLUDED AREA**

The "Excluded Area" subject to the Deed Restriction consists of 4.13 acres located in the Town of Stratham, County of Rockingham, State of New Hampshire, and shown on a plan entitled "Conservation Easement Plan, Tax Map 18 Lot 37, Tax Map 21 Lot 80 Portsmouth Avenue (Route 33), Stratham, NH Owner: Edith C. Barker Rev. Trust of 2003" Dated September 25, 2018, Scale: 1" = 120', prepared by Eric C. Mitchell & Associates, Inc. to be recorded herewith and further described as follows:

All bearings of this description are turned from grid north based on the New Hampshire State Plane Coordinate System and all distances are based on the current survey.

**Legal Description of the Excluded Area subject to the Deed Restriction**

Beginning at an iron rod set at the northwesterly corner of the herein described premises, said iron rod is located on the easterly side of Portsmouth Avenue at the southwesterly corner of land now or formerly the Gordon & Edith Barker Trusts; thence

North 87°41'49" East along land of said Barker Trusts, a distance of 169.44 feet to an iron rod set; thence

North 26°28'32" East along land of said Barker Trusts, a distance of 254.31 feet to a drill hole set in a stonewall at land now or formerly Tammy Ann Komisarek & Bryan A. Nicholson; thence

South 63°07'51" East along said stonewall, land of said Komisarek & Nicholson, land now or formerly Jean C. Wiggin and land now or formerly Matthew R. Owens & Christine J. Whetsone, a distance of 231.42 feet to a drill hole set; thence

South 24°07'33" West, a distance of 556.03 feet to an iron rod set at the northeasterly corner of Building Envelope "A"; thence

North 73°27'43" West along said Building Envelope "A", a distance of 343.06 feet to an iron rod set on the easterly side of said Portsmouth Avenue; thence

North 11°00'28" East along said Portsmouth Avenue, a distance of 39.67 feet to a mag spike set on the easterly side of said Portsmouth Avenue; thence

Northeasterly along said Portsmouth Avenue by curve to the right having a radius of 1,376.74 feet, a length of 139.68 feet to an iron rod set; thence

North 73°10'45" West along said Portsmouth Avenue, a distance of 10.00 feet to an iron rod set; thence

Northeasterly along said Portsmouth Avenue by curve to the right having a radius of 1,386.74 feet, a length of 109.02 feet to the point of beginning.

Said Excluded Area containing approximately 179,763 square feet or 4.13 acres and is subject to all matters as shown on said plan.

**MEANING AND INTENDING** to describe a portion of the premises conveyed by Deed from Gordon L. Barker and Edith C. Barker to Edith C. Barker, Trustee of the Edith C. Barker Revocable Trust of 2003 u/d/t dated November 13, 2003, dated November 20, 2003, recorded at the Rockingham County Registry of Deeds at Book 4195, Page 1685, and conveyed by Deed from Edith C. Barker to Edith C. Barker, Trustee of the Edith C. Barker Revocable Trust of 2003 u/d/t dated November 13, 2003, dated March 23, 2018, recorded at said Registry at Book 5901, Page 1193.