

Southeast Land Trust of New Hampshire
BRCF Management Committee Meeting

December 1, 2020

6:00 pm – 8:00 pm

Zoom Video Meeting

Join Zoom Meeting: <https://us02web.zoom.us/j/81184163424>

Meeting ID: 811 8416 3424

Passcode: 109963

- 1) Welcome & Introductions (10 min)
- 2) Review of the role of the Committee (5 min)
- 3) Updates (20 min)
 - a) BRCF expansion (Stell & Young)
 - b) SELT management activities in 2020
 - i. Gates
 - ii. Kiosks
 - iii. Trails
 - iv. Parking lots
 - v. Old field habitat by cabin
 - vi. ARM bridges
 - c) Snowmobile Club
- 4) MMRG – conservation easement monitoring (10 min)
- 5) Review of the next 2-3 years management activities from Management Plan (10 min)
- 6) Presentation and discussion of 2021 budget (20 min)
- 7) Presentation and discussion of EQIP contract with NRCS (20 min)
- 8) Discussion on thoughts for programming for 2021 (15 min)
 - a) Potential for in person
 - b) Virtual
- 9) Discussion/determination of best way to get members information (5 min)
- 10) Other business (5 min)
- 11) Next meeting March 2021 – to be scheduled

Birch Ridge Community Forest Management Committee

The BRCF Management Committee shall serve as a standing committee of SELT and is subject to the SELT's policies as may be adopted by SELT's Board of Directors. The BRCF Management Committee reports to SELT's Land Stewardship Committee.

BRCF Management Committee members shall be appointed for terms of three years. Initial terms will be staggered with terms of 1, 2, and 3 years, with roughly 1/3 of the Committee renewing annually. There are no limits on the number of terms a member may serve.

The BRCF Management Committee will meet at least twice annually, and more often as the Committee or SELT may require. Meetings are anticipated to be held in the spring (February-March) and Fall (September-October) to coincide with planning and budgeting periods.

Meetings of the BRCF Management Committee shall be open to the public. Public comments are welcome at the discretion of the chairperson.

Members of the BRCF Management Committee

All members nominated for the BRCF Management Committee shall be approved by SELT's Board of Directors, as required by its bylaws.¹ The chairperson shall be selected by the members and stakeholders.

Core Members

Each of the following organizations shall nominate a representative to serve on the Birch Ridge Community Forest Management Committee.

1. A resident of the Town of New Durham, appointed by the New Durham Board of Selectmen
2. A representative of the Town of New Durham Conservation Commission
3. A representative of the Merrymeeting Lake Association
4. A representative of the Moose Mountains Regional Greenways
5. A representative of the Southeast Land Trust of New Hampshire (SELT)
6. A representative of the Powder Mills Snowmobile Club

Key Stakeholders

Individuals with the requisite experience or education for each of the following interests shall be nominated by the BRCF Steering Committee.

7. Hunting / Fishing
8. K-12 Education
9. Non-Motorized Recreation
10. Forestry
11. Wildlife Interests

Upon conclusion of the initial term of each stakeholder, or the stakeholder's resignation or failure to participate, the BRCF Management Committee shall nominate subsequent stakeholders.

¹ Section 7.1 of SELT's bylaws reads in part "All committee members shall be appointed by the Board of Directors, unless otherwise provided by these bylaws."

Non-voting Members

In addition to the above members, SELT's Stewardship Director (or designee) and Land Manager shall serve as non-voting members.

Management Committee Responsibilities

1. **Big Picture:** Recommend Management Plan for adoption by SELT's Land Stewardship Committee. The Management Plan covers a 10-15 year period and includes identifying management goals and priorities consistent with the requirements of the conservation easement and funding programs.
2. **Annual Priorities:** Adopt an annual work plan for the Community Forest. The work plan shall include:
 - a. Prioritization of work
 - b. Timetable for implementation
 - c. Estimate of cost and available fundsThe actual implementation of the work plan shall be subject to SELT's available staff and resources.
3. **Implementation:** Support implementation of the annual work plan in coordination with SELT through volunteer work days and project activities
4. **Community Engagement:** Create an annual schedule of community activities, outreach events, and educational partnerships to promote community engagement with and use of the Community Forest
5. **Eyes and Ears:** Seek and gather community feedback about the public's use, desires for, and concerns regarding the Community Forest, and share with the Management Committee and SELT

These responsibilities may be revised by as may be recommended by the Management Committee and/or SELT, and as may be approved by the Board of SELT.

SELT shall provide administrative support for the Management Committee, including agendas, minutes, distribution of materials, and securing meeting space.

Birch Ridge Community Forest Management Committee members

As of October 22, 2020

Russ Weldon – New Durham resident – appointed by Selectmen

Victor Piekarski – Representative of the New Durham Conservation Commission

Matt Murphy – Representative of MMLA

Lorrie Drake – Representative of MMRG

Emma Tutein – Representative of SELT

Mike Gelinas – Representative of PMSC

Charlie Bridges – Hunting/Fishing

Brad Helfer – Non-motorized recreation

Dennis Thorell – Forestry

Lee Alexander – Wildlife Interests

Not yet determined – K-12 Education

SELT's Stewardship Director, **Deborah Goard** and Land Manager, **Parker Schuerman** serve on the committee as non-voting members.

**Birch Ridge Community Forest
Work Plan 2020 – 2022**

Estimated Known Costs

2020

Management Plan

- Steering Committee Review: December 2019 & January 2020
- Public Session: February 2020 ----- \$1,500 to \$2,000
- Steering Committee Review of changes & recommendation for approval March/April 2020
- SELT Land Stewardship Committee approval April/May 2020
- Consult with archaeologists to determine any additional Phase 1B archaeological work needed based on ----- management plan Up to \$10,000

Trails

- Secure funding through NRCS to finish repair work on ----- Corridor 22 and Lake Trail Working with NRCS on app; getting estimates
- Conduct work on Corridor 22 and Lake Trail ----- TBD
- ARM restoration – install 3 bridges required ----- \$9,000 materials & work
- Install Mount Eleanor Trail / Rattlesnake Trail ----- \$600/day for vol. training; contractor prices being obtained
- Begin research/hire consultant for accessible trail ----- TBD

Public access

- Get any permits needed for driveways/parking lots: winter 2019/2020
- Install two parking lots for approx. 12 cars each ----- \$23,000 for both; \$200 signs
- Install kiosks with temporary maps in parking lots ----- \$2,684 for 2 kiosks & maps
- Install gates / block access where needed ----- \$2,000/gate includes install
- Finish boundary marking (SELT boundary signs, public use signs, etc.)

Forest / Wildlife Management

- Secure funding through NRCS for early successional ----- habitat and/or timber stand improvement Working with NRCS on application

2021

Trails

- Finish work on Corridor 22 and Lake Trail if needed ----- TBD
- Birch Ridge loop ----- Contractor price being obtained
- Work to locate access trail(s) from South Shore Road
- Update maps in kiosks as needed ----- \$400 / each map
- Begin trail junction sign process

Forest / Wildlife Management

- Implement early successional habitat management ----- TBD
- Timber stand improvement ----- TBD

2022

Trails

- Evaluate and engage equestrian community for appropriate trails for equestrian use
- Install trail junction signs ----- \$25/sign (SHF = \$835)
- Finalize trail guide and maps ----- \$1,000/map; \$420 guide

Forest / Wildlife Management

- Implement early successional habitat management ----- TBD
- Timber stand improvement ----- TBD
- Begin work on fire management plan for community blueberry barrens

Memo

To: BRCF Management Committee
From: Deborah Goard, SELT Stewardship Director
Date: November 23, 2020
Re: BRCF Land Management 2021 draft budget

Attached you will find the draft 2021 budget for the Birch Ridge Community Forest. To make things easier to understand in terms of funding sources and activities, the budget is broken out into the existing 2,027-acre BRCF and the addition of the Stell & Young tracts to be added to the Community Forest in spring of 2021.

Information still needed

While we had hoped to have more solid numbers in time for the meeting, a number of factors are still not determined and some assumptions were made including:

- The overall SELT budget, including the land management budget covering all of SELT's properties, including BRCF has not yet been finalized. The budget process has been delayed due to SELT's work with a Financial Accounting Firm including changes to our overall budgeting process. Because of this delay, we do not yet know the level of funding available to put toward land management activities on SELT's properties, including on BRCF.
- Specific to the BRCF budget itself, SELT staff (helped by Jon Marin, Charlie Bridges & Lee Alexander) are still working with NRCS staff to put together an application for their financial assistance program. Based on conversations to date, we expect to have an application in this winter and may apply for both the Environmental Quality Incentives Program (EQIP) or the Conservation Stewardship Program (CSP).
- As we don't have a contract with NRCS yet, the acres of timber stand improvement, early successional habitat and amount of access/woods road work is yet to be determined. The amount of funding from NRCS is also unknown. However, the assumption was made that the cost for TSI and access/woods road work would cover the costs while the early successional habitat would likely cost more than the funding provides.
- We are still working on more precise numbers for the remaining work on the Rattlesnake Mountain trail and have not yet worked on the costs for the Birch Ridge hiking/mountain bike trail. We are also working on a more accurate cost for the forest management plan and trail planning at the Stell & Young tracts to begin in 2021.

Finalizing the budget

As SELT finalizes the budget and the amount of funds available for work at BRCF is known, the BRCF Management Committee will be updated.

Draft budget for Birch Ridge Community Forest & Addition of Stell & Young

11/23/2020

		Birch Ridge CF	Stell & Young BRCF Expansion	Notes
Expenses	Professional Services	Archaeological	\$7,000	Placeholder if more work needed in undisturbed sensitive areas
		Wetlands Scientist	\$900	Wetlands permitting
		Forester	\$5,000	Assistance with forest management planning; Forest Management Plan update for S&Y
		Trail Consultant	\$720	Volunteer Trail Work day at BRCF; trail planning for S&Y
	Wildlife & Forest Improvement	Timber Stand Improvement	\$7,340	Assume 20 acres of chainsaw/hand
		Early Successional Habitat	\$14,000	Assume 20 acres with brontosaurus
		Wildlife & Forest Improvement - Other	\$450	Prescribed burn plan for blueberry barren
	Trails & Public Access	Lumber & Hardware	\$6,000	Bridge for Rattlesnake Trail; For kiosk at S&Y
		Gravel/Rock	\$3,000	Materials upkeep for Birch Hill Road
		Other Misc	\$400	Wetlands permit
		Parking/Grading/Earthwork	\$30,000	Estimate for work on existing access & woods roads
		Trail construction	\$15,000	Cost for trail consultant to do trail work - remainder of Rattlesnake and Birch Ridge trail
		Signs/Kiosk Panels	\$2,200	Signs and maps for BRCF and S&Y
		Land Management Services	\$500	mowing around cabin; installation of gates on S&Y
		Gates, Signs, Bridges, etc.	\$4,800	Culverts at BRCF; gates for S&Y
	Total Expense		\$97,310	\$22,000
Revenue		NRCS - EQIP or CSP	\$53,790	Assume costs covered for work on access & woods roads, TSI and prescribed burning plan and partially covered for early successional
		Short-term capitol costs		From S&Y acquisition project budget
	Total Revenue		\$53,790	\$22,000
	Net Revenue		-\$43,520	\$0

Catherine A. Berube
Register of Deeds, Strafford County

THIS IS A TRANSFER TO THE STATE OF NH AND A MUNICIPALITY AND IS THEREFORE 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 NEW HAMPSHIRE RSA 478:17-g, II(a).

CONSERVATION EASEMENT DEED

DILLON INVESTMENTS, LLC, a Maine limited liability company, with a principal business mailing address of PO Box 296, Town of Anson, County of Somerset, State of Maine, 04911, (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, grants in perpetuity to

the **MOOSE MOUNTAINS REGIONAL GREENWAYS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 254 Main Street, PO Box 191, Union (Wakefield), County of Strafford, State of New Hampshire, 03887, 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),

with Third Party Right of Enforcement therein granted to the **STATE OF NEW HAMPSHIRE** acting through its **DEPARTMENT OF ENVIRONMENTAL SERVICES**, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of

New Hampshire, 03302, (individually the “**NHDES**” and collectively with the Town of New Durham hereinafter referred to as “**Third Party Holder**”),

with Third Party Right of Enforcement therein granted to the **TOWN OF NEW DURHAM** (individually the “**Town of New Durham**” and collectively with the NHDES hereinafter referred to as “**Third Party Holder**”), a New Hampshire municipal corporation duly organized, with a principal mailing address of PO Box 207, Town of New Durham, County of Strafford, State of New Hampshire 03855, a “qualified organization” within the meaning of Section 170(b)(1) of the Internal Revenue Service Code of 1986, as amended and a governmental body eligible to hold a “Conservation Easement” within the meaning of NH RSA 477:45-47, as further described in Section 5 below;

the Conservation Easement (herein referred to as the “**Easement**”) hereinafter described with respect to that certain parcel/area of land (herein referred to as the “**Property**”) with any and all buildings, structures, and improvements thereon, consisting of approximately 2,022.60 acres, situated on Birch Hill Road, Merrymeeting Road and South Shore Road in the Town of New Durham, County of Strafford, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof and shown as “Boundary and Conservation Easement Plan ‘Birch Ridge Community Forest’ South Shore, Merrymeeting and Birch Hill Roads New Durham, NH”, prepared by Eric C. Mitchell and Associates, Inc., dated May 20, 2019 and recorded at the Strafford County Registry of Deeds on June 27, 2019 as Plan #11902 through 11909 (herein referred to as the “**Survey**”).

This conveyance and this Easement shall only become effective and enforceable upon the conveyance by the Grantor of the underlying fee interest in the Property to the Southeast Land Trust of New Hampshire. In the event the underlying fee interest in the Easement is not conveyed to the Southeast Land Trust of New Hampshire, this instrument shall not burden the Property.

The Easement has been conveyed in part with a \$207,870 financial assistance award from the New Hampshire Department of Environmental Services Aquatic Resources Mitigation Fund; which award places certain restrictions on the Property as described herein. The Easement hereby granted is pursuant to and consistent with the applicable provisions of NH RSA 477:45-47, and in compliance with the New Hampshire Aquatic Resources Mitigation Fund Final In-lieu Fee Program (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142).

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report with the original on file with the Grantee and a copy provided to the Grantor and Third Party Holder.

1. 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 forest land of which the Property consists and of the wildlife habitat thereon including wetland, upland, and aquatic habitat and the long-term protection of the Property's capacity to produce economically valuable forestry products; and
- B. The enlargement and enhancement of a block of abutting and nearby conservation land that will total approximately 2,400 acres that includes, but is not limited to the following conservation properties: 63-acre NH Fish and Game Department (NHFG) Coldrain Pond Wildlife Management Area, the 113-acre Society for the Protection of New Hampshire Forests Woodward Conservation Easement, the 99-acre NHFG Powdermill Fish Hatchery, and the 283-acre NHFG Marks Wildlife Management Area; and
- C. The enjoyment by the general public of the scenic views of the Property being managed for its agriculture, forestry, conservation, habitat management, recreational, educational uses as viewed from both on and off the Property including but not limited to views from North Shore Road, South Shore Road, Merrymeeting Road, Brackett Road, Birch Hill Road, Birch Ridge, Mount Eleanor, Rattlesnake Mountain, Mount Molly, Mount Bet, Coldrain Pond and Merrymeeting Lake; and
- D. The protection of the quality of ground water, aquatic habitat, and surface water resources on and under the Property which are all within the watershed of Merrymeeting Lake, Merrymeeting River, Coldrain Pond, Hayes Brook and Ela River; and the protection of the Property's over 125 acres of wetlands, approximately 31 vernal pools, approximately 2,300 feet of frontage on Coldrain Pond, and approximately 1,028 feet of perennial streams; and
- E. The protection of the natural habitat of state designated, threatened, endangered and species of greatest conservation need that occur and may occur in the future on the Property, the protection of any known or potential exemplary natural communities that occur or may occur in the future on the Property, and the protection of rare or vulnerable forest and wetland communities that occur or may occur in the future on the Property; and
- F. To protect the Property for public access, recreation and education opportunities including, but not limited to hunting, fishing, hiking, cross country skiing, snowmobiling on State Corridor trails and nature observation; and
- G. The prevention of any uses of the Property that will significantly impair or interfere with the Purposes, described above, while allowing the reserved rights of Grantor as allowed under Section 3.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2025 New Durham Master Plan (June 2017) which has one of three major natural resource goals to "preserve rural landscapes, scenic views, hilltop profiles, forests and other highly visible resources that might be

aesthetically degraded by incompatible development or land use." The theme is echoed through the Master Plan, and Birch Ridge was specifically discussed as a town conservation priority;

and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources";

and with NH RSA 482-A:28 which states: "The New Hampshire Department of Environmental Services ("DES") Aquatic Resource Mitigation ("ARM") Fund has been created as one of several compensatory mitigation options available to applicants for impacts to wetlands and other aquatic resources. This mitigation option is available for use after avoidance and minimization of impacts to these aquatic resources has been achieved. The ARM Fund seeks "no net loss" of aquatic resource acreage and functions using a watershed approach";

and is shown as a conservation priority in several regional conservation plans including the Moose Mountains Regional Greenways "Our Home, Our Land, Our Tomorrow" (2017) conservation action plan, "The Land Conservation Plan for New Hampshire's Coastal Watersheds" (2006), and the Southeast Land Trust of New Hampshire's Conservation Plan (2015).

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

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

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

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any industrial or commercial activities, except Agriculture and Forestry, both as described below, commercial recreation, and commercial education and provided that the productive capacity of the Property to yield forest products shall not be degraded by on-site activities.

i. **Description of Agriculture and Forestry**

- a. **Agriculture:** For the purposes hereof, "Agriculture" shall include and be limited to forest/shrub-based floriculture and horticulture activities (such as blueberries, raspberries and maple sugaring); the production of plant products for domestic or commercial purposes; the growing, stocking, planting, cutting, and sale of Christmas trees; and the processing and sale of products produced on the Property

(such as pick-your-own fruits and maple syrup) all as not detrimental to the Purposes of this Easement.

- b. **Forestry:** For the purposes hereof, “**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. Forestry shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions, and non-commercial timber stand improvement activities, wildlife habitat improvement, or thinning the forest stand to maintain a view.
 - c. **Commercial Recreation and Commercial Education:** For the purposes hereof, “**commercial recreation**” and “**commercial education**” shall include and be limited to recreational and educational activities, uses and events for which a fee is charged and said activities, uses and events are consistent with the spirit and intent of the community forest objectives identified in the Forest Management Plan. Examples of commercial recreation and commercial education include but are not limited to trail running races, snowshoe races, snowmobile “poker runs”, licensure training events or seminars (e.g., wetland scientists, soil scientists, foresters, etc.), camping, and children’s camp events, all as not detrimental to the Purposes of this Easement.
- ii. **Requirements for Agriculture:** Agriculture shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Agricultural management 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 management activities shall not be detrimental to the Purposes of this Easement.
 - iii. **Requirements for Forestry:**
 - a. 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 Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:
 - “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” (N.H. Division of Forests and 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.
 - b. The following Forestry riparian buffer zones shall apply for Forestry activities and other tree cutting and removal operations within and adjacent to wetlands,

vernal pools, Coldrain Pond, perennial streams and rivers, hereinafter referred to collectively as "water body or water bodies." Streams, ponds and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Vernal pools shall include those vernal pools identified by the Grantor, Grantee, or their agents with said vernal pool locations to be agreed upon by the Grantor and Grantee. Wetlands shall include any wetlands shown on National Wetland Inventory maps, Town wetland inventory maps, plans that include wetland delineations with said wetland delineations prepared by a licensed soils or wetlands scientist, NH GRANIT land cover maps, or other sources mutually agreed to by the Grantor and Grantee. A map entitled "Water Resources-Buffer Zone Locations Map", included in the Baseline Documentation Report, designates the approximate locations of the water bodies and riparian buffer zones.

- i. Forestry riparian buffer zones shall include one hundred (100) feet from each side of a water body and shall be expanded as necessary to encompass all vegetative communities with slopes greater than 35%, or soils classified as highly erodible that are adjacent to the water body.
- ii. The distance of the riparian buffer shall be measured from the edge of the normal high water mark of the water body. In areas where there are wetlands contiguous to a stream or river the riparian buffer shall be measured from the upland edge of the wetland.
- iii. There shall be no Forestry activities, soil disturbance, tree cutting and removal, or application of herbicides or pesticides within the water body and the first fifty (50) feet from the normal high water mark or water body edge as defined above. The Grantor may request permission from the Grantee to conduct any of the before stated activities for wildlife habitat improvement purposes, or to meet other specific natural resource or ecological goals (e.g., invasive species removal). For wildlife habitat improvements or improvements for natural resource or ecological goals, the Grantor must submit the request to the Grantee as part of the Forest Management Plan required in Section 2.A.ii.d or an amendment thereto. The Grantee shall first consult with the NHDES and either approve, deny, or approve with conditions the request at the Grantee's sole discretion.
- iv. Within the remainder of the riparian buffer zone, tree harvest methods shall be limited to single tree or small group selection cuts, leaving a well-distributed, uneven-aged stand of trees.
- v. No new roads, trails or log landings shall be constructed within riparian buffer zones, except in circumstances where complying with this provision may result in a greater overall negative environmental impact or would preclude reasonable access to areas suitable to Forestry, educational or recreational access. Existing roads and trails, as identified by the Baseline Documentation Report, may be retained and maintained. Skid trails and log landings shall be kept to the minimum reasonably necessary for tree removal. Any roads, skid trails, and log landings within a riparian buffer zone shall be designed and maintained to minimize degradation of water quality and aquatic habitat.

- c. 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 practicable, forestry shall meet the following goals:
- maintenance of soil productivity;
 - protection of water quality, wetlands, vernal pools and riparian zones;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality, recreational and educational access, and trails;
 - protection or enhancement of significant or fragile natural areas, exemplary natural communities, and threatened endangered and species of greatest conservation need, including their habitats;
 - protection of significant historic and cultural features; and
 - conservation or enhancement of native plant and animal species populations.
- d. Any Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
- e. Said Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. Or, if more than ten (10) years old, the plan shall have been reviewed and updated as required by such a licensed forester or other qualified person at least thirty (30) days prior to the date of harvest.
- f. Said Forest Management Plan shall be prepared using mechanisms promoting community involvement in the development and implementation of the Forest Management Plan and the Plan shall include a statement of landowner and community forest objectives, and shall specifically address:
- the accomplishment of those Purposes for which this Easement is granted, including a description of the long-term use and management of the Property;
 - the goals in Section 2.A.iii.c. above;
 - community benefits to be achieved;
 - water bodies as defined herein, riparian buffer zones and their delineation on a map(s) in the plan and how water bodies and vernal pools will be protected in association with forest management activities including but not limited to road construction and maintenance and implementation of stand prescriptions;
 - a map showing the Property's boundaries, access roads, trails, and forest stand types;
 - a description of the Property's existing and proposed trails, trail uses, recreational uses, and educational uses, including the overall approach and plan for public access;
 - any proposed limitations and rational for limitations to public access, including proposed limitations to protect cultural or natural resources;

- plans for the utilization or demolition of existing structures and proposed needs for further improvements;
 - a description and mapping of the Property's existing conditions and natural features including land cover, topography, soils, geology, wetlands, streams and ponds, and wildlife habitat features;
 - the identification of known rare and threatened plant and wildlife species and species of greatest conservation need, and how management will enhance habitat for said plant or wildlife species or avoid detrimental impacts to said plant and wildlife species; and
 - the proposed management prescriptions and implementation strategies to achieve the Forest Management Plan objectives.
- g. At least thirty (30) days prior to any Forestry activities, 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 2.A.iii, a-d, above, has been prepared in compliance with the terms of this Easement. The Grantee may request the Grantor to submit the Plan itself to the 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.
- h. Forestry activities 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.
- i. Prior to conducting Forestry activities, in those areas proposed for the forest activities, the riparian buffers shall be clearly marked by a licensed professional forester or other qualified person approved in advance and in writing by the Grantee.
- B. The Property shall not be subdivided and none of the individual tracts which together comprise the Property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. The following provisions shall apply to structures or improvements on the Property:
- i. No structure or improvement shall be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, above, or below the Property, except for structures and improvements which:
 - a. Assist in the accomplishment of agriculture, forestry, conservation, habitat management, recreational uses, or educational uses on the Property, which may include but shall not be limited to: permeable roads, fences, bridges, culverts, maple sugar houses, trails, boardwalks, informational kiosks, picnic tables, picnic

shelters, warming huts, tree stands, wildlife blinds, tent platforms, yurts, utility lines servicing allowed uses under the provisions of this Easement or the Excluded Areas, bathroom facilities, permeable parking areas or sheds; and

- b. Do not cause the total impervious surface coverage of the Property to exceed one half of one percent (0.5%) of the Property's overall size, or 10.11 acres; for the purposes of this restriction, impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property. Impervious surfaces include, but are not limited to buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Notwithstanding the foregoing, impervious surfaces shall specifically exclude bridges; boardwalks; culverts; impervious surfaces not in place year-round such as tents and awnings; and gravel/dirt roadways, or other improvements established on the Property by third parties exercising lawful rights obtained prior to the date of this Easement; and
 - c. Are not detrimental to the Purposes of this Easement.
 - ii. Prior to the Grantor's construction, placement, introduction, enlargement, or relocation of any structure or improvement with a footprint exceeding five hundred (500) square feet, the Grantor must obtain written approval of the same from the Grantee. The footprint of any roofed structure shall include the area within the dripline. For an enlargement of a structure, the square footage calculation under this provision shall only be the enlargement and shall not include the original structure.
 - a. At least forty-five (45) days prior to the commencement of any such construction, placement, introduction, enlargement, relocation, or on-site preparation therefor including but not limited to land clearing, the Grantor shall provide the Grantee with written notice with details of said structure or improvement including but not limited to scope, size, and location, and method and timing of said construction/installation. Within thirty (30) days after Grantee's receipt of such notice, the Grantee shall inform the Grantor in writing of its approval, approval with conditions, or disapproval of the proposed structure or improvement, such approval not to be unreasonably withheld. Any disapproval shall specify the reasons therefor.
 - iii. Notwithstanding the above provisions of this Section 2.C., there shall not be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, under, or above the Property any of the following structures or improvements, including any portion thereof: dwelling, mobile home, ski lift, commercial zip line, cabin, residential driveway, underground petroleum/gas storage tank, tennis court, swimming pool, athletic field, golf course, or aircraft landing area.
- D. There shall be no removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, educational uses or recreational uses of the Property; and
- ii. do 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
- iii. are not 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.

- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, educational uses, or recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed thirty-two (32) square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, injection, burning, or burial on the Property of man-made materials or materials then known to be environmentally hazardous.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or land use regulation with respect to the development of any other property, other than the Excluded Areas shown on the Survey.
- J. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Sections 3.A. and 3.B. below.

3. RESERVED RIGHTS

- A. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, including but not limited to emergency rescue operations, forestry, conservation, habitat management, recreational management and educational activities, to control or remove non-native or invasive species, or as may be required under New Hampshire or federal law. This provision is an exception to Section 2.J., above.
- B. The Grantor reserves the right to allow the use of snowmobiles on designated trails and on snow and ice. This provision is an exception to Section 2.J., above.
- C. The Grantor reserves the right to construct and maintain wildlife viewing platforms and to maintain the view from said platforms, all in accordance with Section 2.C. of this Easement. Said platforms may be located within the forest riparian buffer zones identified in Section 2.A.iii.b. of this Easement with the approval of NHDES. For the construction of new wildlife viewing platforms in the forest riparian buffer zones, the Grantor shall submit the request to the NHDES as a written plan with scaled drawings indicating the location, size, materials, and vegetation to be impacted by the platform and viewing zone, and access to the viewing platform. The NHDES shall either approve, deny, or approve with conditions the request at their sole discretion.
- D. Nothing contained herein shall be construed to prohibit the Grantor from having the right to camp or allowing members from the public to camp on the Property with tents or similar, low-impact enclosures (e.g., yurts), but not with trailers, recreational vehicles or other similar mobile structures, and all as not detrimental to the Purposes of the Easement.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing or via email within ten (10) days of offering the Property for sale. In addition, the Grantor agrees to notify the Grantee in writing or via email at least ten (10) days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of 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.

6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee and Third Party Holder shall have reasonable access, including access utilizing motorized vehicles, to the 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.
- B. Grantee shall have the right to place, maintain, and replace signs on the Property as follows:
 - i. 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.
 - ii. 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.

7. RESOLUTION OF DISAGREEMENTS

- A. 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, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, whenever 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.
- B. 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.

- C. 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.
- D. 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 Property to its condition prior to the breach, and to recover such damages as appropriate.
- E. 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 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 Property to its condition prior to any breach.
- F. The provisions of Section 7.B through 7.D, Resolution of Disagreements, shall not apply to the NHDES or Town of New Durham.

8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

- A. 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 Property, to restore the portion of the Property so injured to its prior condition.
- B. 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.

- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. 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 Property to the condition that existed prior to any such injury.
- D. 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 Property, the Grantee may pursue its remedies under this Section, "Breach of Easement...", without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. 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 Property. Without limiting the Grantor's liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee's rights under this Section, "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, "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.
- G. 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, "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, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. 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.

- I. Forbearance by the Grantee or Third Party Holder 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 Third Party 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 Third Party Holder's rights hereunder. No delay or omission by the Grantee or Third Party 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.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, 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 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, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

9. THIRD PARTY INTEREST

- A. 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 a Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Grantee to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee.
- B. The interests held by the Town of New Durham are assignable or transferable to any party qualified to become the Grantee's or Third Party Holder's assignee or transferee as specified in Section 5 above. The interests held by the NHDES are assignable or transferable 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. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

10. 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.

11. 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.

12. EXTINGUISHMENT & CONDEMNATION

- A. **Extinguishment.** If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 12.C. below and said proceeds shall be used in a manner consistent with the Purposes of this Easement. In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of both Grantor and Grantee that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.
- B. **Condemnation.** If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the parties hereto shall be entitled, after payment of any expenses, shall be determined in accordance with Section 12.C. below and the Grantee shall use its portion of the Damages in a manner consistent with the Purposes of this Easement.
- C. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Sections 12.A and 12.B above, shall have a fair market value which shall be determined by an appraisal prepared by a qualified appraiser

as of the time of said extinguishment or condemnation. The balance of the amount recovered, after payment of any expenses, shall be divided between the Grantor and the Grantee in proportion to the fair market value, as determined by the appraisal, of their respective interests in that part of the Property extinguished or condemned. The Grantee and the Third Party Holder agree the portion of damages recovered that are attributed to the Easement shall be divided as follows: the Grantee's interest shall be eighty-one and two-tenths percent (81.2%) and the State of New Hampshire acting through the New Hampshire Department of Environmental Services (Third Party Holder) interest shall be sixteen and seven-tenths percent (16.7%) and the Town of New Durham (Third Party Holder) interest shall be two and one-tenths percent (2.1%). The Third Party Holder value represents the proportion it contributed (\$201,870 NHDES and \$25,000 Town of New Durham) toward the fair market value of the Easement (\$1,210,000).

13. AMENDMENT & DISCRETIONARY CONSENT

The Grantor, Grantee and Third Party Holder recognize and agree that unforeseen or changed circumstances could arise in which an amendment to certain terms or restrictions of this Easement would be appropriate and desirable, or that some activities may require the discretionary consent of the Grantee, as further described below. To this end, the Grantor, Grantee and Third Party Holder have the right to agree to amendments to this Easement, and the Grantee may exercise discretionary consent, all in accordance with:

- The provisions and limitations of this Section 13;
- The then-current policies of the Grantee; and
- Applicable governmental laws, rules, and/or regulations.

Any amendment or exercise of discretionary consent shall:

- Be consistent with the Purposes of this Easement;
- Not significantly impair the conservation attributes of the Property;
- Not affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Section 501(c)(3) of the Internal Revenue Code of 1986 and regulations promulgated thereunder, as both may be amended, and NH RSA 477:45-47 as may be amended from time to time; and
- Not affect the perpetual duration of this Easement or the perpetual protection of its Purposes.

Any request by the Grantor for an amendment or for discretionary consent shall be in writing and shall describe the proposed amendment or the activity for which consent is sought in sufficient detail to allow the Grantee to judge the consistency of the request and of the proposed activity with the Purposes and other terms and conditions of this Easement. To evaluate and then make a determination on the Grantor's request, the Grantee shall have the right to engage independent experts, at the Grantor's sole cost, necessary for the Grantee to evaluate the adequacy of the proposal. If a proposed amendment or exercise of discretionary consent has aspects which, in some respects, would be detrimental to the Purposes of this Easement and/or would impair the

conservation attributes, but, in other respects, enhance said Purposes and/or conservation attributes, then the Grantee shall evaluate the net effect of such impacts when considering any amendment or exercise of discretionary consent. Nothing in this Section 13 shall require the Grantee and Third Party Holder to consider, negotiate, or approve any proposed amendment or request for discretionary consent.

A. **Amendments.** Any amendment shall be executed by the Grantor, Grantee and the Third Party Holder, subject to review by the N.H. Attorney General's Office, Charitable Trusts Division as necessary, and shall be recorded in the Registry of Deeds.

B. **Discretionary Consent.** If the Grantor and the Grantee agree that any activity otherwise prohibited herein or not contemplated by the Easement is desirable, and if the Grantee determines, in its sole discretion, that such activity (i) is not detrimental to the Purposes of the Easement and (ii) would not have more than de minimus negative impacts on the conservation attributes protected hereby, the Grantee may then consent to such activity only under the conditions and circumstances described herein. The Grantee's consent to a proposed use or activity may be limited or restricted in time, locale, or by ownership, and shall be in writing.

C. Notwithstanding the foregoing, the Grantor, Grantee and Third Party Holder shall have no right or power to agree to any amendment or consent to any activities that would result in the termination of this Easement.

14. 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 "Benefits and Burdens," above, accepts and records the additional easement.

15. GENERAL DISCLAIMER

The State of New Hampshire, acting through the Third Party Holder, and 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 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 State of New Hampshire acting through the Third Party Holder may be subject or incur relating to the Property.

16. 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 Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Moreover, Grantor hereby promises to hold harmless and indemnify the State of New Hampshire 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 Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation will not be affected by any authorizations or approvals provided by NHDES to Grantor with respect to the Property. "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.

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

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this 26th
day of June, 2019.

GRANTOR: DILLON INVESTMENTS, LLC

Signature

[Signature]

Printed Name

Its: Member

SCOTT DILLON

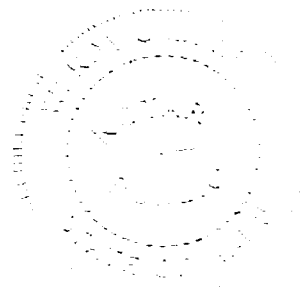
STATE OF ~~NEW HAMPSHIRE~~ Maine
COUNTY OF ~~STRAFFORD~~ Somerset

On this 26th day of June, 2019, before me personally
appeared Scott Dillon, duly authorized Member of Dillon
Investments, LLC, a Maine limited liability company, 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 of said limited
liability company for the purposes therein contained.

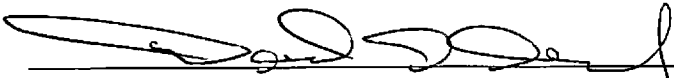
[Signature]
Notary Public/Justice of the Peace
My commission expires:

Wendy Murray

WENDY S MURRAY
NOTARY PUBLIC
SOMERSET COUNTY
MAINE
MY COMMISSION EXPIRES OCTOBER 27, 2024

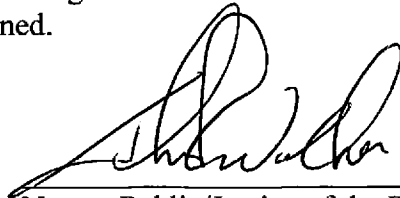


ACCEPTED: MOOSE MOUNTAINS REGIONAL GREENWAYS

By: 
Printed Name: Daniel E Coons Jr
Title: Executive Director
Duly Authorized
Date: 6/28/2019

STATE OF NEW HAMPSHIRE
COUNTY OF ~~STRAFFORD~~ ss.
CARROLL

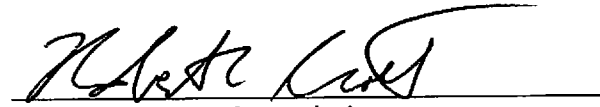
On this 28th day of June, 2019, before me personally appeared Daniel E Coons Jr, duly authorized Executive Director of Moose Mountains Regional Greenways, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.



Notary Public/Justice of the Peace

My commission expires: 11-16-21

**ACCEPTED THIRD PARTY ENFORCEMENT RIGHT:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES:**



Robert R. Scott, Commissioner
New Hampshire Department of Environmental Services

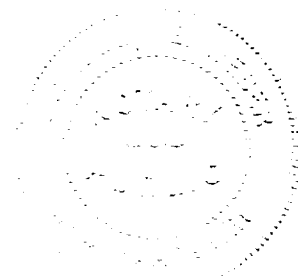
STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack, ss.

On this 21 day of June, 2019, before me personally appeared Robert R. Scott, the Commissioner of the New Hampshire Department of Environmental Services, 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 free act and deed for the purposes therein contained.

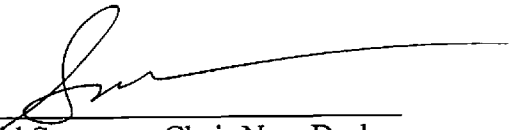


Notary Public/Justice of the Peace
My commission expires:

KATHLEEN E. WEBER, Notary Public
State of New Hampshire
My Commission Expires May 2, 2023

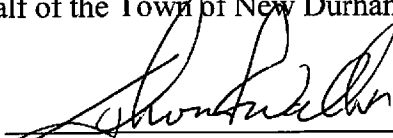


ACCEPTED: THIRD PARTY RIGHT OF ENFORCEMENT
TOWN OF NEW DURHAM

By: 
David Swenson, Chair New Durham
Board of Selectmen
Duly authorized by the New Durham
Board of Selectmen at its June 19, 2019
meeting

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD *Canal*

The foregoing Conservation Easement Deed was acknowledged before me this 20th
day of June, 2019 by David Swenson duly authorized Chair of the Town of New
Durham Board of Selectmen, on behalf of the Town of New Durham.


Notary Public/Justice of the Peace
My commission expires: 11-16-21

APPENDIX A

The Property subject to this Easement is that tract of land with any and all structures and improvements thereon situated on South Shore Road, Birch Hill Road and Merrymeeting Road, so-called, in the Town of New Durham, County of Strafford, consisting of approximately 2,022.60 acres, shown on a survey plan entitled "Boundary and Conservation Easement Plan 'Birch Ridge Community Forest' South Shore, Merrymeeting and Birch Hill Roads New Durham, NH", prepared by Eric C. Mitchell and Associates, Inc., dated May 20, 2019 and recorded at the Strafford County Registry of Deeds on June 27, 2019 as Plan #11902 through 11909 (hereafter "Survey"), and more particularly bounded and 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 Survey.

Beginning at an iron pipe found at the southerly corner of the herein described premises, said iron pipe is located on the northerly side of Birch Hill Road and the southwesterly corner of land now or formerly Lisa Gonthier (shown on Sheet 7 of the Survey Plan); thence

Northwesterly along said Birch Hill Road by a curve to the right having a radius of 300.00 feet with an arc length of 290.03 feet to an iron rod set; thence

North 70°53'02" West along said Birch Hill Road, a distance of 211.98 feet to an iron rod; thence

North 86°57'22" West along said Birch Hill Road, a distance of 104.59 feet to an iron pipe found at land now or formerly Linda & John Lecoq; thence

North 53°44'49" West along land of said Lecoq, a distance of 1,293.22 feet to a point at land now or formerly the Thomas D. Woodward Revocable Trust; thence

North 38°55'42" East along land of said Woodward Revocable Trust, a distance of approximately 225 feet to a point at the highwater mark of Coldrain Pond; thence

Southeasterly, northerly and northwesterly along said Coldrain Pond, a distance of approximately 2,300 feet to a point at land now or formerly the New Hampshire Fish and Game Department; thence

North 07°49'30" West, a distance of approximately 335 feet to an iron rod found; thence

South 51°11'24" West, a distance of 489.70 feet to a point; thence

North 53°49'43" West, a distance of 2,156.49 feet to an iron rod set in a ring of stones; thence

North 54°08'12" West, a distance of 2,284.87 feet to an iron pipe found in a ring of stones; thence

North 54°50'10" West, a distance of 508.43 feet to an iron pipe found in a ring of stones; thence

North 53°27'01" West, a distance of 491.43 feet to an iron pipe found in a ring of stones; thence

North 55°22'22" West, a distance of 518.34 feet to an iron pipe found in a ring of stones; thence

North 54°54'29" West, a distance of 534.97 feet to an iron pipe found; thence

North 56°07'36" West, a distance of 395.53 feet to an iron pipe found; thence

South 38°33'47" West, a distance of 449.59 feet to an iron pipe found; thence

North 51°43'03" West, a distance of 658.43 feet to an iron pipe found; thence

South 40°34'59" West, a distance of 385.08 feet to a drill hole set at the easterly corner of Excluded Area B; thence

North 50°06'14" West along said Excluded Area B, a distance of 387.76 feet to a drill hole set; thence

South 45°43'58" West along said Excluded Area B, a distance of 243.90 feet to an iron rod set on the easterly side of Merrymeeting Road; thence

Northwesterly along said Merrymeeting Road by a curve to the right having a radius of 300.00 feet with an arc length of 109.24 feet to an iron rod set; thence

North 13°39'06" West along said Merrymeeting Road, a distance of 195.75 feet to an iron rod set; thence

Northwesterly along said Merrymeeting Road by a curve to the left having a radius of 300.00 feet with an arc length of 142.43 feet to an iron rod set; thence

North 40°51'15" West along said Merrymeeting Road, a distance of 106.24 feet to an iron rod set; thence

Northwesterly along said Merrymeeting Road by a curve to the right having a radius of 750.00 feet with an arc length of 688.56 feet to an iron rod set; thence

North 11°44'52" East along said Merrymeeting Road, a distance of 246.17 feet to an iron rod set; thence

North 07°32'41" East along said Merrymeeting Road, a distance of 213.16 feet to an iron rod set; thence

Northwesterly along said Merrymeeting Road by a curve to the left having a radius of 500.00 feet with an arc length of 250.18 feet to an iron rod set; thence

North 21°07'25" West along said Merrymeeting Road, a distance of 130.66 feet to an iron rod set; thence

North 12°51'49" West along said Merrymeeting Road, a distance of 137.15 feet to an iron rod set at land now or formerly Yari Nasser; thence

North 62°44'04" East, a distance of 496.04 feet to a bolt found in a ring of stones; thence

North 16°15'56" West, a distance of 494.86 feet to an iron pipe found; thence

South 73°44'01" West, a distance of 216.12 feet to an iron rod found; thence

North 33°06'24" East, a distance of approximately 33 feet to a point in the thread of a stream; thence

Northwesterly by the thread of said stream, a distance of approximately 185 feet to a point; thence

South 80°17'55" West, a distance of approximately 213 feet to an iron rod found; thence

North 07°29'41" West, a distance of 114.10 feet to an iron pipe found; thence

North 02°51'38" West, a distance of 440.38 feet to an iron pipe found; thence

North 25°04'38" East, a distance of 215.29 feet to a drill hole set; thence

North 24°24'24" East, a distance of 125.00 feet to an iron pipe found; thence

North 16°33'01" East, a distance of 128.36 feet to an iron pipe found; thence

North 01°36'17" West, a distance of 156.34 feet to an iron rod found; thence

North 88°05'24" East, a distance of 133.25 feet to an iron rod found; thence

North 16°08'47" East, a distance of 185.37 feet to a point; thence

South 83°59'02" East, a distance of 95.00 feet to a concrete bound found; thence

South 67°11'46" East, a distance of 99.10 feet to an iron pipe found; thence

South 76°11'36" East, a distance of 101.38 feet to an iron rod found; thence

South 20°50'33" West, a distance of 150.00 feet to a 12" maple tree; thence

South 64°20'09" East, a distance of 100.00 feet to a drill hole found; thence

South 65°38'46" East, a distance of 100.15 feet to an iron rod found; thence
North 21°24'59" East, a distance of 150.00 feet to an iron rod set; thence
South 74°09'16" East, a distance of 100.00 feet to an iron rod found; thence
South 77°00'43" East, a distance of 112.69 feet to an iron pipe found; thence
South 86°23'13" East, a distance of 205.42 feet to an iron pipe found; thence
South 83°25'16" East, a distance of 200.75 feet to an iron pipe found; thence
South 82°12'32" East, a distance of 100.05 feet to a granite bound found; thence
South 82°11'25" East, a distance of 94.99 feet to an iron pipe found; thence
North 87°52'14" East, a distance of 160.33 feet to an iron rod found; thence
North 71°49'13" East, a distance of 118.06 feet to an iron rod found; thence
North 58°12'56" East, a distance of 75.63 feet to an iron pipe found; thence
North 58°22'28" East, a distance of 192.54 feet to an iron rod set; thence
South 03°36'11" East, a distance of 21.43 feet to an iron rod found; thence
North 67°34'46" East, a distance of 149.40 feet to an iron rod found; thence
North 74°34'12" East, a distance of 99.28 feet to a granite bound found; thence
South 02°56'50" East, a distance of 173.56 feet to a granite bound found; thence
South 81°11'36" East, a distance of 300.00 feet to a point; thence
North 03°20'59" West, a distance of 199.93 feet to a granite bound found; thence
South 69°22'24" East, a distance of 102.54 feet to an iron pipe found; thence
South 75°03'44" East, a distance of 132.21 feet to an iron pipe found; thence
South 71°20'14" East, a distance of 100.68 feet to an iron rod found; thence
South 67°22'50" East, a distance of 198.15 feet to an iron rod set; thence
South 08°48'02" West, a distance of 100.00 feet to an iron rod set; thence

South 64°41'29" East, a distance of 199.40 feet to an iron rod set; thence
North 10°10'39" East, a distance of 150.00 feet to an iron rod set; thence
South 58°05'38" East, a distance of 97.59 feet to an iron rod set; thence
South 12°52'42" West, a distance of 41.50 feet to an iron rod found; thence
South 60°57'56" East, a distance of 110.00 feet to an iron rod found; thence
South 57°26'29" East, a distance of 123.09 feet to an iron pipe found; thence
South 62°57'23" East, a distance of 113.77 feet to a 18" hemlock tree; thence
North 29°03'48" East, a distance of 80.00 feet to an iron rod set on the southerly side of South Shore Road; thence
South 65°03'50" East along said South Shore Road, a distance of 19.92 feet to an iron rod set; thence
South 28°44'00" West, a distance of 74.36 feet to an iron pipe found; thence
South 67°56'08" East, a distance of 124.51 feet to an iron pipe found; thence
South 77°50'39" East, a distance of 122.35 feet to an iron pipe found; thence
North 76°16'00" East, a distance of 139.20 feet to an iron pipe found; thence
South 85°15'10" East, a distance of 58.69 feet to an iron rod set; thence
South 04°44'59" West, a distance of 20.00 feet to an iron rod set; thence
South 85°14'52" East, a distance of 27.00 feet to an iron rod set; thence
North 04°44'20" East, a distance of 20.00 feet to an iron rod set; thence
South 85°15'10" East, a distance of 28.00 feet to an iron pipe found at the northwesterly corner of Excluded Area 1; thence
South 18°26'21" West along said Excluded Area 1, a distance of 21.40 feet to a point; thence
South 50°41'14" East along said Excluded Area 1, a distance of 93.06 feet to a point; thence
North 46°03'57" East along said Excluded Area 1, a distance of 20.14 feet to an iron rod set; thence

South 38°11'29" East, a distance of 109.75 feet to a drill hole set; thence

North 39°23'18" East, a distance of 85.00 feet to an iron rod set on the westerly side of said South Shore Road; thence

South 58°58'54" East along said South Shore Road, a distance of 20.30 feet to an iron rod set; thence

South 40°05'25" West, a distance of 90.00 feet to a drill hole set; thence

South 47°54'40" East, a distance of 104.98 feet to an iron rod found; thence

South 53°22'57" East, a distance of 120.45 feet to an iron rod found; thence

South 53°51'15" East, a distance of 121.32 feet to a drill hole found with an iron rod witness; thence

South 38°08'48" East, a distance of 119.07 feet to a drill hole found; thence

South 47°48'58" East, a distance of 118.16 feet to a drill hole found with an iron rod witness; thence

South 52°07'00" East, a distance of 109.10 feet to a point; thence

North 45°21'23" East, a distance of 125.00 feet to an iron rod set on the westerly side of said South Shore Road; thence

South 55°27'23" East along said South Shore Road, a distance of 20.02 feet to a drill hole found; thence

South 45°43'12" West, a distance of 128.42 feet to drill hole found with an iron rod witness; thence

South 27°38'47" East, a distance of 136.51 feet to a point; thence

South 58°24'22" East, a distance of 150.00 feet to a point; thence

South 84°40'09" East, a distance of 23.21 feet to an iron pipe found; thence

South 77°21'39" East, a distance of 131.72 feet to an iron pipe found at the northwesterly corner of Excluded Area 2; thence

South 09°15'01" West along said Excluded Area 2, a distance of 53.83 feet to a point; thence

North 85°05'23" East along said Excluded Area 2, a distance of 101.78 feet to a point; thence

North 65°02'57" East along said Excluded Area 2, a distance of 73.71 feet to a point; thence

North 30°25'41" East along said Excluded Area 2, a distance of 40.33 feet to an iron rod set; thence

North 67°24'25" East, a distance of 76.03 feet to an iron rod found; thence

South 25°42'58" East, a distance of 49.89 feet to an iron pipe found; thence

North 74°25'37" East, a distance of 107.21 feet to an iron rod found; thence

North 17°54'56" West, a distance of 134.23 feet to an iron rod set on the southerly side of said South Shore Road; thence

North 74°44'55" East along said South Shore Road, a distance of 18.83 feet to an iron rod set; thence

South 17°40'35" East, a distance of 367.78 feet to an iron pipe found; thence

North 72°54'09" East, a distance of 129.50 feet to an iron pipe found; thence

North 72°46'47" East, a distance of 69.12 feet to an iron pipe found; thence

North 72°45'11" East, a distance of 199.91 feet to an iron rod found; thence

North 17°19'44" West, a distance of 339.90 feet to an iron rod found; thence

North 57°09'46" East, a distance of 50.11 feet to an iron rod found; thence

North 26°24'30" East, a distance of 88.30 feet to an iron rod found; thence

North 20°31'15" East, a distance of 69.57 feet to an iron pipe found; thence

North 11°08'49" West, a distance of 209.40 feet to an iron rod found; thence

South 71°55'11" West, a distance of 109.76 feet to an iron rod set on the easterly side of said South Shore Road; thence

North 21°05'55" West along said South Shore Road, a distance of 20.03 feet to an iron rod set; thence

North 71°41'16" East, a distance of 110.00 feet to an iron rod set; thence

North 34°49'29" West, a distance of 115.00 feet to an iron pipe found; thence

North 18°42'02" West, a distance of 119.04 feet to an iron rod set; thence

North 19°29'10" West, a distance of 119.04 feet to a 18" hemlock tree; thence

North 15°16'37" West, a distance of 119.04 feet to an iron rod set; thence

North 06°21'02" West, a distance of 119.04 feet to an iron pipe found; thence

North 09°43'50" West, a distance of 112.20 feet to an iron pipe found; thence

South 73°58'51" West, a distance of 76.06 feet to an iron pipe found on the easterly side of said South Shore Road; thence

North 02°54'48" West along said South Shore Road, a distance of 21.05 feet to an iron pipe found; thence

North 74°15'07" East, a distance of 75.00 feet to an iron rod set; thence

North 16°39'02" West, a distance of 110.95 feet to an iron pipe found; thence

North 43°37'42" West, a distance of 147.84 feet to an iron rod found; thence

North 07°10'00" West, a distance of 108.19 feet to an iron pipe found; thence

North 01°06'55" West, a distance of 124.20 feet to an iron pipe found; thence

North 14°38'32" West, a distance of 120.40 feet to an iron pipe found; thence

North 09°39'05" West, a distance of 110.64 feet to an iron pipe found; thence

South 80°10'52" West, a distance of 75.00 feet to a point on the easterly side of said South Shore Road; thence

North 11°05'54" West along said South Shore Road, a distance of 20.23 feet to a point; thence

North 80°10'52" East, a distance of 75.00 feet to an iron pipe found; thence

North 16°24'52" West, a distance of 111.24 feet to an iron rod set; thence

North 19°45'31" West, a distance of 116.30 feet to an iron pipe found; thence

North 13°20'48" West, a distance of 115.00 feet to a drill hole set; thence

North 03°06'51" West, a distance of 74.61 feet to an iron rod set at a disturbed iron pipe found; thence

South 72°29'14" East, a distance of 104.09 feet to an iron rod set; thence

North 14°29'58" East, a distance of 381.38 feet to an iron rod set; thence

North 04°29'22" East, a distance of 117.50 feet to an iron rod set; thence

North 01°03'05" East, a distance of 236.00 feet to an iron rod set; thence

North 02°46'40" West, a distance of 74.68 feet to an iron rod set; thence

North 06°51'10" West, a distance of 99.58 feet to an iron rod set; thence

North 17°06'42" West, a distance of 94.60 feet to an iron rod set; thence

South 74°53'57" West, a distance of 195.00 feet to an iron pipe found on the easterly side of said South Shore Road; thence

North 16°07'03" West along said South Shore Road, a distance of 19.94 feet to an iron pipe found; thence

North 74°53'57" East, a distance of 200.41 feet to an iron pipe found; thence

North 15°17'38" West, a distance of 157.37 feet to an iron pipe found; thence

North 21°06'26" West, a distance of 126.93 feet to an iron pipe found; thence

North 42°34'46" West, a distance of 70.87 feet to an iron pipe found; thence

North 34°46'28" West, a distance of 68.04 feet to an iron pipe found; thence

North 21°06'15" West, a distance of 73.98 feet to an iron pipe found; thence

North 21°56'04" West, a distance of 65.61 feet to an iron pipe found; thence

North 20°26'02" West, a distance of 71.41 feet to an iron pipe found; thence

North 26°52'19" West, a distance of 74.93 feet to an iron pipe found; thence

South 65°40'55" West, a distance of 194.26 feet to an iron pipe found on the easterly side of said South Shore Road; thence

North 28°57'21" West along said South Shore Road, a distance of 20.43 feet to an iron rod set; thence

North 65°40'55" East, a distance of 195.00 feet to an iron rod set; thence

North 26°58'45" West, a distance of 107.01 feet to an iron rod set; thence
North 36°16'32" West, a distance of 76.44 feet to an iron pipe found; thence
North 37°33'42" West, a distance of 210.54 feet to an iron rod set; thence
North 30°59'59" West, a distance of 50.60 feet to an iron rod set; thence
North 15°04'27" West, a distance of 88.57 feet to an iron pipe found; thence
North 27°52'26" West, a distance of 31.56 feet to an iron pipe found; thence
North 07°53'12" West, a distance of 113.66 feet to an iron rod set; thence
South 78°59'40" East, a distance of 90.63 feet to an iron rod found; thence
South 80°16'00" East, a distance of 260.73 feet to an iron pipe found; thence
South 79°25'51" East, a distance of 201.78 feet to an iron pipe found; thence
South 80°20'10" East, a distance of 30.29 feet to an iron pipe found; thence
South 78°26'31" East, a distance of 97.91 feet to an iron rod found; thence
North 09°16'48" East, a distance of 245.01 feet to an iron rod found; thence
North 08°55'32" East, a distance of 75.29 feet to an iron pipe found; thence
North 09°14'33" East, a distance of 30.39 feet to an iron pipe found; thence
North 09°28'22" East, a distance of 144.18 feet to an iron rod found; thence
North 09°17'30" East, a distance of 296.84 feet to an iron rod set; thence
South 83°41'13" East, a distance of 135.90 feet to an iron rod set; thence
South 88°09'45" East, a distance of 130.90 feet to an iron rod set; thence
North 74°39'55" East, a distance of 141.00 feet to an iron rod set; thence
North 75°33'50" East, a distance of 128.90 feet to an iron rod set; thence
North 76°34'34" East, a distance of 120.80 feet to an iron rod set; thence
North 12°03'59" West, a distance of 79.34 feet to an iron rod set on the southerly side of said
South Shore Road; thence

North 74°14'51" East along said South Shore Road, a distance of 19.60 feet to an iron rod set; thence

South 12°31'19" East, a distance of 80.13 feet to an iron rod set; thence

North 63°22'04" East, a distance of 128.80 feet to an iron rod set; thence

North 63°13'28" East, a distance of 120.80 feet to an iron rod set; thence

North 61°54'58" East, a distance of 130.45 feet to a drill hole set; thence

South 07°18'00" East, a distance of 558.86 feet to an iron rod found; thence

North 74°27'22" East, a distance of 435.00 feet to an iron rod found; thence

North 15°19'21" West, a distance of 652.59 feet to an iron pipe found; thence

South 78°57'17" East, a distance of 113.50 feet to an iron rod found; thence

South 84°18'43" East, a distance of 119.39 feet to an iron pipe found; thence

South 82°14'18" East, a distance of 124.69 feet to an iron pipe found; thence

South 81°13'41" East, a distance of 176.11 feet to an iron rod found; thence

South 15°10'58" East, a distance of 430.76 feet to an iron rod found; thence

North 75°37'00" East, a distance of 509.54 feet to an iron rod found; thence

North 15°14'52" West, a distance of 419.33 feet to an iron rod to be set at the southwesterly corner of Excluded Area 3; thence

North 42°57'11" East along said Excluded Area 3, a distance of 184.25 feet to a drill hole set in a boulder; thence

North 54°08'36" West along said Excluded Area 3, a distance of 82.53 feet to an iron rod set; thence

North 28°56'20" East, a distance of 132.00 feet to an iron pipe found; thence

North 33°52'48" East, a distance of 104.86 feet to an iron rod set; thence

North 00°27'48" West, a distance of 54.47 feet to an iron pipe found; thence

North 79°49'51" West, a distance of 74.24 feet to an iron rod set on the easterly side of said

South Shore Road; thence

North 12°47'05" East along said South Shore Road, a distance of 20.02 feet to an iron pipe found; thence

South 79°49'56" East, a distance of 69.57 feet to an iron rod set; thence

North 00°27'48" West, a distance of 31.02 feet to an iron pipe found; thence

North 58°17'49" East, a distance of 129.27 feet to an iron pipe found; thence

North 84°11'16" East, a distance of 64.93 feet to an iron pipe found; thence

North 88°17'51" East, a distance of 137.83 feet to an iron rod set; thence

North 01°34'20" East, a distance of 219.61 feet to an iron rod set on the southerly side of said South Shore Road; thence

South 89°59'29" East along said South Shore Road, a distance of 19.72 feet to an iron pipe found; thence

South 01°30'48" West, a distance of 219.01 feet to an iron rod set; thence

South 86°51'59" East, a distance of 119.84 feet to an iron rod set; thence

North 85°38'52" East, a distance of 117.84 feet to an iron rod set; thence

South 87°07'06" East, a distance of 119.84 feet to an iron rod set; thence

South 78°38'53" East, a distance of 119.84 feet to an iron rod set; thence

South 82°34'43" East, a distance of 119.84 feet to an iron rod set; thence

South 84°40'48" East, a distance of 111.82 feet to an iron rod set; thence

North 05°54'31" East, a distance of 223.62 feet to an iron rod set on the southerly side of said South Shore Road; thence

South 85°30'11" East along said South Shore Road, a distance of 20.25 feet to an iron rod found; thence

South 05°58'45" West, a distance of 223.91 feet to a granite bound found; thence

South 85°16'45" East, a distance of 111.83 feet to an iron rod found; thence

South 84°43'50" East, a distance of 221.08 feet to an iron rod set; thence

South 81°25'29" East, a distance of 251.91 feet to an iron pipe found; thence

South 81°41'40" East, a distance of 112.04 feet to an iron pipe found; thence

North 04°21'41" East, a distance of 228.56 feet to an iron pipe found on the southerly side of said South Shore Road; thence

South 65°38'16" East along said South Shore Road, a distance of 20.84 feet to an iron rod found; thence

South 04°22'33" West, a distance of 225.34 feet to an iron rod found; thence

South 75°12'04" East, a distance of 120.04 feet to an iron rod found; thence

South 75°35'50" East, a distance of 115.06 feet to an iron rod found; thence

South 86°12'47" East, a distance of 119.95 feet to an iron rod found; thence

North 88°26'07" East, a distance of 122.09 feet to an iron rod set; thence

South 69°47'18" East, a distance of 118.09 feet to a drill hole set; thence

South 81°56'58" East, a distance of 140.42 feet to an iron rod set; thence

North 00°06'37" West, a distance of 226.00 feet to an iron rod set on the southerly side of said South Shore Road; thence

North 87°34'30" East along said South Shore Road, a distance of 19.50 feet to an iron rod set; thence

South 00°13'31" East, a distance of 226.00 feet to an iron rod found; thence

North 81°10'18" East, a distance of 153.10 feet to an iron rod set; thence

North 79°30'23" East, a distance of 122.50 feet to a drill hole set; thence

North 88°41'24" East, a distance of 122.50 feet to an iron rod set; thence

North 88°50'48" East, a distance of 91.88 feet to an iron rod found; thence

North 76°49'49" East, a distance of 21.94 feet to an iron pipe found; thence

South 82°52'22" East, a distance of 120.20 feet to an iron rod found; thence

North 16°43'11" East, a distance of 219.38 feet to an iron rod set on the southerly side of said

South Shore Road; thence

South 78°45'33" East along said South Shore Road, a distance of 20.55 feet to an iron pipe found; thence

South 16°40'45" West, a distance of 221.34 feet to an iron pipe found; thence

South 78°39'15" East, a distance of 117.07 feet to an iron pipe found; thence

South 74°44'18" East, a distance of 120.50 feet to an iron rod set; thence

South 71°17'55" East, a distance of 118.49 feet to an iron rod set; thence

South 66°16'18" East, a distance of 124.52 feet to an iron pipe found; thence

South 79°02'57" East, a distance of 200.17 feet to an iron pipe found; thence

North 01°20'50" East, a distance of 219.62 feet to an iron pipe found on the southerly side of said South Shore Road; thence

North 83°28'47" East along said South Shore Road, a distance of 20.61 feet to an iron rod found; thence

South 00°52'31" West, a distance of 227.35 feet to an iron rod found; thence

North 80°02'41" East, a distance of 211.15 feet to an iron rod found; thence

North 61°23'23" East, a distance of 100.12 feet to an iron rod found at land now or formerly the Lions District 44H; thence

South 09°47'43" East, a distance of 1,435.17 feet to an iron rod set in a ring of stones; thence

South 08°14'44" East, a distance of 805.71 feet to an iron rod set; thence

South 08°36'00" East, a distance of 1,405.50 feet to an iron rod set; thence

South 11°41'01" East, a distance of 984.33 feet to an iron rod set; thence

South 33°55'48" West, a distance of 328.02 feet to an iron rod set; thence

South 39°31'08" West, a distance of 99.77 feet to a drill hole set in a boulder; thence

South 36°10'18" West, a distance of 860.20 feet to a nail set in 15" stump with wire; thence

South 32°44'21" West, a distance of 86.11 feet to a nail set in 12" beech tree with wire; thence

South 38°13'34" West, a distance of 266.34 feet to a nail set in 18" pine tree with wire; thence

South 39°45'13" West, a distance of 213.59 feet to an iron rod found; thence

North 48°02'43" West, a distance of 199.93 feet to an iron rod found; thence

South 39°41'19" West, a distance of 199.94 feet to an iron rod found on the northeasterly side of Birch Hill Road; thence

North 51°19'59" West along said Birch Hill Road, a distance of 218.30 feet to a drill hole set in a base stone; thence

North 45°51'29" West along said Birch Hill Road, a distance of 400.04 feet to a drill hole set at the beginning of a stonewall; thence

North 49°35'04" West along said stonewall and said Birch Hill Road, a distance of 104.01 feet to a drill hole set; thence

North 46°11'23" West along said stonewall and said Birch Hill Road, a distance of 93.25 feet to a drill hole set; thence

North 36°15'50" West along said stonewall and said Birch Hill Road, a distance of 137.62 feet to a drill hole set; thence

North 33°44'54" West along said stonewall and said Birch Hill Road, a distance of 129.96 feet to a drill hole set; thence

North 34°48'00" West along said stonewall and said Birch Hill Road, a distance of 149.29 feet to a drill hole set; thence

North 36°39'59" West along said stonewall and said Birch Hill Road, a distance of 187.74 feet to a drill hole set; thence

North 37°55'53" West along said stonewall and said Birch Hill Road, a distance of 120.42 feet to a drill hole set; thence

North 32°16'32" West along said stonewall and said Birch Hill Road, a distance of 133.61 feet to a drill hole set; thence

North 35°39'14" West, a distance of 113.25 feet to a drill hole set at the end of said stonewall; thence

North 47°50'23" West along said Birch Hill Road, a distance of 189.92 feet to a drill hole set at the beginning of a stonewall; thence

North 51°30'02" West along said stonewall and said Birch Hill Road, a distance of 229.61 feet to

a drill hole set; thence

North 55°32'08" West along said stonewall and said Birch Hill Road, a distance of 221.71 feet to a drill hole set; thence

North 57°17'58" West along said stonewall and said Birch Hill Road, a distance of 165.19 feet to a drill hole set; thence

North 66°44'24" West along said stonewall and said Birch Hill Road, a distance of 194.31 feet to a drill hole set; thence

North 62°32'36" West along said stonewall and said Birch Hill Road, a distance of 90.89 feet to a drill hole set at land now or formerly Steven Edwards; thence

North 31°44'08" East, a distance of 309.30 feet to an iron rod set in a ring of stones; thence

North 55°04'49" West, a distance of 507.89 feet to a drill hole set at the beginning of a stonewall; thence

North 43°35'22" West along said stonewall, a distance of 71.22 feet to a drill hole set at the end of said stonewall; thence

North 47°55'27" West, a distance of 84.32 feet to an iron rod set at the beginning of a stonewall; thence

North 52°27'55" West along said stonewall, a distance of 196.50 feet to a drill hole set; thence

North 63°35'43" West along said stonewall, a distance of 213.04 feet to an iron rod found at the end of said stonewall; thence

South 06°50'29" East mostly along a stonewall, a distance of 570.36 feet to an iron rod set at the end of said stonewall on the northeasterly side of said Birch Hill Road; thence

North 85°46'22" West along said Birch Hill Road partly by a stonewall, a distance of 125.99 feet to a drill hole set; thence

North 87°01'53" West along said stonewall and said Birch Hill Road, a distance of 82.51 feet to a drill hole set; thence

North 86°54'37" West along said stonewall and said Birch Hill Road, a distance of 106.06 feet to a drill hole set; thence

North 85°35'12" West along said stonewall and said Birch Hill Road, a distance of 147.87 feet to a drill hole set at the end of said stonewall; thence

North 85°27'16" West along said Birch Hill Road, a distance of 422.30 feet to a drill hole set at

the end of stonewall at the northeasterly terminus of said Birch Hill Road at the easterly corner of Excluded Area A; thence

North 67°21'30" West along said Excluded Area A, a distance of 274.85 feet to a drill hole set at the beginning of a stonewall; thence

North 86°44'06" West along said stonewall and said Excluded Area A, a distance of 112.91 feet to a drill hole set at the end of said stonewall; thence

South 36°31'05" West along said Excluded Area A, a distance of 61.65 feet to an iron rod set at the beginning of a stonewall; thence

South 00°06'21" East along said stonewall and said Excluded Area A, a distance of 70.13 feet to a drill hole set at the end of said stonewall; thence

South 37°50'34" East along said Excluded Area A, a distance of 307.75 feet to a drill hole set in a stonewall; thence

North 49°50'00" East along said stonewall and said Excluded Area A, a distance of 43.19 feet to a drill hole set; thence

North 42°00'11" East along said stonewall and said Excluded Area A, a distance of 42.56 feet to a drill hole set; thence

North 35°51'26" East along said stonewall and said Excluded Area A, a distance of 111.29 feet to an iron rod set; thence

North 42°07'22" East along said stonewall and said Excluded Area A, a distance of 81.54 feet to a drill hole set at the northwesterly terminus of Birch Hill Road; thence

South 85°27'16" East along said Birch Hill Road, a distance of 44.63 feet to a drill hole set at the beginning of a stonewall; thence

South 85°27'16" East along said stonewall and said Birch Hill Road, a distance of 321.68 feet to a drill hole set; thence

South 84°40'02" East along said stonewall and said Birch Hill Road, a distance of 172.33 feet to a drill hole set; thence

South 86°52'12" East along said stonewall and said Birch Hill Road, a distance of 273.72 feet to a drill hole set at the end of said stonewall; thence

South 84°25'21" East along said Birch Hill Road, a distance of 168.14 feet to a drill hole set at the beginning of a stonewall; thence

South 64°52'10" East along said stonewall and said Birch Hill Road, a distance of 70.36 feet to

an iron rod set; thence

South 61°04'38" East along said stonewall and said Birch Hill Road, a distance of 179.61 feet to a drill hole set; thence

South 61°16'22" East along said stonewall and said Birch Hill Road, a distance of 181.68 feet to an iron rod set at the cemetery; thence

South 63°32'36" East along said cemetery and said Birch Hill Road, a distance of 41.75 feet to an iron rod set; thence

South 62°12'29" East along said stonewall and said Birch Hill Road, a distance of 175.35 feet to a drill hole set; thence

South 64°39'25" East along said stonewall and said Birch Hill Road, a distance of 264.29 feet to a drill hole set; thence

South 59°02'21" East along said stonewall and said Birch Hill Road, a distance of 235.22 feet to a drill hole set; thence

South 54°27'44" East along said stonewall and said Birch Hill Road, a distance of 129.55 feet to a drill hole set; thence

South 54°05'33" East along said stonewall and said Birch Hill Road, a distance of 109.77 feet to a drill hole set; thence

South 48°49'44" East along said stonewall and said Birch Hill Road, a distance of 82.30 feet to a drill hole set at the end of said stonewall; thence

South 48°19'06" East along said Birch Hill Road, a distance of 249.93 feet to a drill hole set at stonewall corner at land now or formerly the Irish Irrevocable Trust; thence

South 39°32'22" West along said stonewall, a distance of 244.84 feet to a drill hole set; thence

South 36°13'05" West along said stonewall, a distance of 98.95 feet to a drill hole set; thence

South 45°03'57" West along said stonewall, a distance of 12.90 feet to a drill hole set; thence

South 35°02'52" West along said stonewall, a distance of 164.19 feet to an iron rod found at the end of said stonewall; thence

South 36°21'25" West, a distance of 16.30 feet to a drill hole set at the beginning of a stonewall; thence

South 37°32'45" West along said stonewall, a distance of 214.94 feet to an iron rod found; thence

South 39°15'49" West along said stonewall, a distance of 121.85 feet to a drill hole found; thence

South 38°14'15" West along said stonewall, a distance of 100.55 feet to an iron rod found at the end of said stonewall; thence

South 39°21'56" West, a distance of 91.62 feet to a drill hole set at the beginning of a stonewall; thence

South 37°48'43" West along said stonewall, a distance of 274.64 feet to a drill hole found at the end of said stonewall; thence

South 36°11'44" West, a distance of 631.28 feet to an iron rod found; thence

South 35°59'40" West, a distance of 3,427.68 feet to an iron rod set in a ring of stones; thence

South 69°54'21" East, a distance of 1,441.19 feet to an iron rod set in a ring of stones; thence

South 68°07'43" East, a distance of 225.98 feet to an iron rod found in a ring of stones; thence

South 16°49'38" East, a distance of 211.77 feet to an iron rod found; thence

South 16°50'18" East, a distance of 759.96 feet to an iron rod found; thence

South 16°57'08" East, a distance of 274.44 feet to an iron rod set in a ring of stones; thence

South 23°08'24" East, a distance of 1,505.00 feet to an iron rod set in a ring of stones; thence

North 83°43'35" East, a distance of 280.02 feet to an iron pipe found; thence

South 07°29'22" East, a distance of 1,187.43 feet to an iron pipe found; thence

South 07°31'16" East, a distance of 1,080.67 feet to the point of beginning.

Said Easement containing approximately 88,104,500 square feet or 2,022.60 acres and is subject to all matters as shown on said Survey.

**TOGETHER WITH AND SUBJECT TO THE FOLLOWING REGARDING TAX MAP
229-2**

- A. In 1978 Patricia McLellan Leavitt (a predecessor in title) conveyed the property to William A. Kinsella, III at Book 1019, Page 778 together with and subject to the following:

“The grantor further conveys to the grantee all of the grantor’s right, title, and interest in and to three 20-foot wide strips of land which extend Northerly from the Northerly boundary of the above parcel for a distance of 100 feet, more or

less, to the camp road, so-called, said strips being located between Lots 489 and 490, between Lots 495 and 496, and between Lots 500 and 501 in the Merrymeeting Lake Shores subdivision, so-called.

Grantor, on behalf of herself and her successors in title, hereby reserves a right of way, to be used in common with the Grantee and his successors and assigns, from the boundary of Lot 55, so-called, to the boundary of Lot 28, so-called, along the Old Birch Hill Road, for the purposes of access and egress to and from Lots 28 and 55. Grantee may use the area with respect to which this right of way is reserved for all purposes not inconsistent herewith and may relocate the right of way herein reserved to any reasonably comparable location."

- B. In 1987 Daniel G. McFadden conveyed a 5.23 acre lot as shown on Plan 30A, Page 105 to Normand W. DeWolfe and Kathleen F. DeWolfe at Book 1299, Page 749. It is believed that the 20' wide right of way between Lots 495 and 496 was lost by virtue of this conveyance as the same was not reserved in said deed.
- C. In 1987 Daniel McFadden (a predecessor in title) conveyed a 5.57 acre lot to Michael A. Shattuck at Book 1332, Page 207 referencing that plan later recorded at Plan Book 31, Page 35. In 1988 Daniel McFadden re-conveyed said lot to Michael A. Shattuck by corrective deed recorded at Book 1370, Page 17 referencing Plan Book 32, Page 21. Both deeds contained the following reservation:

"This conveyance is subject to a twenty foot right-of-way as shown on the aforementioned plan retained by the Grantor for the purposes of egress and ingress. Said right-of-way to run with the land, the successors, heirs and assigns as their interest may dictate."
- D. In 1991 Daniel McFadden (a predecessor in title) and Diane McFadden conveyed a 10,440 square foot septic system easement to Paul E. Surrette and Peggy Lou Surrette (owners of Lot 491 as shown on Plan Book 31, Page 25) at Book 1564, Page 235.
- E. In 1991 Daniel McFadden (a predecessor in title) and Diane McFadden conveyed a 11,657 square foot septic system easement to Jesse G. Loud, Joyce E. Loud, Paul E. Surrette and Peggy Lou Surrette (owners of Lot 492 as shown on Plan Book 31, Page 25) at Book 1564, Page 237.
- F. In 1994 Daniel McFadden (a predecessor in title) conveyed the subject property to Robert Stell at Book 1765, Page 574 together with and subject to, in part, the following:

"Excepting Rights of Flowage in Warranty Deed of John A. Tracy and John A. Tracy, Jr. dated January 2, 1951 and recorded in Book 589, Page 85....

Subject to utility easement, White Mountain Power Company dated February 9, 1951 and recorded at Book 590, Page 82....

This conveyance includes all rights reserved to the grantors in the deeds to James Tracy, Trustee, before mentioned and more specifically the rights to the use of the road and certain rights of way across the Back Lots, so called, referred to in said deeds, the original Indenture of Trust recorded in Strafford County Records, Book 562, Page 449, and the Modification of the Trust recorded in Strafford County Records, Book 577, Page 443, and is subject to rights granted to New Hampshire Electric Cooperative, Inc., recorded in Strafford County Registry of Deeds, Book 585, Page 195.”

- G. In 2007 Shawn Moore and Susan B. Moore conveyed the property to Red Oak Ridge, LLC at Book 3494, Page 615 together with the following:

“This conveyance includes the benefit of the rights of way appurtenant to the herein conveyed premises to pass and repass over the Back Lots, so-called as reserved in perpetuity by John A. Tracy and John A. Tracy, Jr. for themselves, their heirs and assigns in deed to James A. Tracy, Trustee, recorded at Book 562, Page 454 and in Indenture of Trust recorded at Book 562, Page 449 as amended by Modification of Indenture of Trust recorded at Book 577, Page 443 in the Strafford County Registry of Deeds and includes the right to the use of the road and all rights appurtenant to the herein conveyed premises as reserved by John A. Tracy and John A. Tracy, Jr. in said deed and said Indenture of Trust as modified.

- H. In 1983 Daniel G. McFadden (a predecessor in title) placed the subject property (Tax Map 18, Lot 4) into “current use” taxation at Book 1099, Page 418. In 1987 Daniel G. McFadden obtained a release for approximately 5 acres from current use taxation at Book 1319, Page 242 (for reference see that 5.23 acre lot conveyed to DeWolfe at Book 1299, Page 749). In 1987 Daniel G. McFadden also obtained a release for approximately 5.57 acres from current use taxation at Book 1339, Page 21 (for reference see that 5.57 acre lot conveyed to Shattuck at Book 1332, Page 207 and at Book 1370, Page 17). In 2006 Shawn Moore and Susan B. Moore (predecessors in title) obtained a release of 0.25 acres from current use taxation at Book 3360, Page 316 due to a “disqualifying shed”.
- I. The locus property is subject to all depictions and notations shown on Plan Book 28A, Page 92; Plan Book 24, Page 1, Plan Number 8, Pocket 5, Folder 4; Plan Number 34, Pocket 11, Folder 3; Plan Book 30A, Page 105; Plan Book 31, Page 25; and Plan Book 32, Page 21.
- J. In 2019 Dillon Investments, LLC entered into a Boundary Line Agreement with Matthew C. Lo Piano recorded contemporaneously herewith.

**TOGETHER WITH AND SUBJECT TO THE FOLLOWING REGARDING TAX MAP
229-4**

- A. In 1945 Asta V. Paulsen (not a predecessor in title) conveyed the “Caskins” lot, so called, [which is depicted at Plan Book 24, Page 1] to John F. Caskins at Book 530, Page 130 but “excepted and reserved herefrom to [George H. Jones], his heirs and assigns a right to

use the roadway from the foregoing mentioned highway over the tract or land herein conveyed, in a northeasterly direction to the spring located on other land of [George H. Jones, now Tax Map 244-16] and on the northeasterly side of the tract herein conveyed and now existing and used by [George H. Jones, now Tax Map 244-16]. Further granting to this grantee the right to use water from the foregoing mentioned spring for domestic purposes, and to have access thereto over the right of way herein reserved." Said well is either located on Lot 2 as shown on Plan Book 22, Page 173 or on Tax Map 244-16. See also that 1941 deed from Jones to Paulsen recorded at Book 503, Page 169.

- B. The locus property is subject to all depictions and notations shown on Plan Book 22, Page 173 and Plan Book 24, Page 1.

TOGETHER WITH AND SUBJECT TO THE FOLLOWING REGARDING THAT PORTION OF TAX MAP 244-16 KNOWN AS THE "DURGIN LOTS"

- A. In 1981 Eileen G. Daudelin conveyed the property to Lionel G. Martel, Bernadette Martel, Maurice J. Martel, and Madeleine D. Martel at Book 1060, Page 179 "[together with] all the right, title and interest I may possess in and to an alternate right of way entrance to the ninety acre Durgin lot described as Tract 2 above. This alternate right of way starts on the easterly sideline of the Birch Hill Road and proceeds in an easterly direction across land of one Katkin [Caskins] and land formerly of Elmer Smith [believed to be Tax Map 229-4] to reach the ninety acre Durgin lot at its northwesterly corner. The easement follows the existing roadway and is to be shared in common with those other land owners entitled to use the road."
- B. In 1987 Michael T. Rodanas and Donna Lee Rodanas (predecessors in title) placed former Tax Map 15-1 into "current use" taxation at Book 1314, Page 22 and at Book 1554, Page 584.

TOGETHER WITH AND SUBJECT TO THE FOLLOWING REGARDING THAT PORTION OF TAX MAP 244-16 KNOWN AS THE "LEAVITT LOT"

- A. A right of way to pass and repass with men, teams, trucks and other vehicles over and across land formerly of Robert Talent and later owned by Douglas R. and Geraldine H. Woodward from and to the above-described premises to and from the Brackett or Jewett Road, so-called, over and along three old wood roads for the purpose of removing lumber and wood from the above described premises. For reference see: Deed of Robert Talent to John A. Tracy and John A. Tracy, Jr. dated December 5, 1947 and recorded in said Registry of Deeds, Book 554, Page 379, and deed of John A. Tracy and John A. Tracy, Jr. to Joseph I. Melanson dated January 2, 1951 and recorded in said Registry, Book 589, Page 85. The approximate location of one of said roads is shown on a plan by Douglas R. Woodward, undated, entitled 'Plan of Land of M. Talent Heirs near Jewett Road, New Durham, New Hampshire' and recorded in said Registry as New Durham Plan 51 in Pocket 6 of Folder 1. See also that "Existing Truck Trail R.O.W. for Timber Harvest" shown on Plan Book 27A, Page 58.

- B. A right of way, to be used in common with the owner or owners from time to time of the premises (the 'Kinsella Property') conveyed by Patricia McLellan Leavitt to William A. Kinsella III by deed dated August 14, 1978 and recorded in said Registry of Deeds, Book 1019, Page 778 (and their heirs and assigns), from and to the boundary of original Lot 55 (now a part of the above-described premises), so-called, to and from the boundary of the original Lot 28 (now also a part of the above-described premises) over and across the Kinsella Property along the old Birch Hill Road for the purpose of access to and egress from the portions of the above-described premises consisting of old Lots 28 and 55, said right of way, however, being subject to the rights of William A. Kinsella III (to the extent the same are now enforceable) (i) to use the area affected by said right of way for all purposes not inconsistent with the foregoing right of way and (ii) to relocate the same to any reasonable comparable location.
- C. A right of way, for all purposes, to use South Shore Road, so-called, in common with all others having rights to use the same, over its entire length. See: Indenture of Trust by and among, James Tracy (as 'Trustee'), Francis E. Daddario (as 'party of the second part') and John A. Tracy and John A. Tracy, Jr. (as 'parties of the third part') dated August 5, 1948 and recorded in said Registry of Deeds, Book 562, Page 449, [creating a Trust for a 225' wide by 17,000' long parcel which runs along the southerly and easterly shore of Merrymeeting Lake and was conveyed subject to the following; "[t]he grantors for themselves, their heirs and assigns, reserve the right to enter upon and pass and repass over the "Back Lots", so called, as shown on plan above referred to, to remove timber from their adjoining land, the removal of timber to be made over rights of way twenty (20) feet in width every six hundred (600) or seven hundred (700) feet as set out by Francis Daddario; and the grantors reserve a right of way over said ways herein mentioned for the purposes of lumbering and cutting of pulpwood and any acts incidental thereto."], and deed of John A. Tracy and John A. Tracy, Jr. to James A. Tracy, Trustee, dated August 5, 1948 and recorded in said Registry, Book 562, Page 454 [conveying said 225' wide x 17,000' long parcel].
- D. The right to traverse over and across the premises [13 acres] conveyed by Joseph I. Melanson to Merrymeeting Realty Company, Inc., by deed dated October 1, 1953, and recorded in said Registry of Deeds, Book 622, Page 245 to and from the roadway on said premises conveyed thereby to the within conveyed premises as described in said deed. Said right of way was "at such place or places as may be appropriate and convenient for the purpose of cutting and removing any and all types of wood products or for carrying on any form of woods operations upon the Grantor's said premises."
- E. In 1987 Richard L. Boire and Marcella L. Wagner (abutting property owner as shown on Plan Book 30A, Page 117) entered into a boundary line agreement with New Durham Properties, Inc. (a predecessor in title) at Book 1298, Page 105.
- F. In 1987 Richard L. Boire and Marcella L. Wagner (abutting property owner as shown on Plan Book 30A, Page 117) conveyed a 50' wide access easement over Coburn Woods Road as shown on Plan Book 31A, Page 27 to New Durham Properties, Inc. (a predecessor in title) at Book 1298, Page 107.

- G. In 1990 Michael A. Groover (abutting property owner as shown on Plan Book 37A, Page 95) entered into a boundary line agreement with New Durham Properties, Inc. (a predecessor in title) at Book 1495, Page 533.
- H. In 1995 Douglas R. Woodward and Robert H. Woodward as Trustees of the Douglas R. Woodward Revocable Trust (abutting property owner as shown on Plan Book 45, Page 69) entered into a boundary line agreement with New Durham Properties, Inc. (a predecessor in title) at Book 1791, Page 586.
- I. In 1995 New Durham Properties, Inc. (a predecessor in title) conveyed a non locus 1.02 acre parcel of land as shown on Plan Book 41A, Page 68 to the Town of New Durham at Book 1828, Page 429 subject to:

“The right of the Grantor, in common with others, to use a right of way developed by the Grantee on the Premises, for vehicular access from South Shore Road to the remaining land of New Durham Properties, Inc. for purposes of forest management only, including logging. Use of the right of way by heavy trucks and other equipment for logging purposes shall be restricted to the period between December 1 and April 1. Use of the right of way during the balance of the year shall be restricted to foot traffic and vehicles not weighing more than 5,000 pounds. The Grantee shall have the absolute right to relocate said right of way between April 1 and December 1 of any year, upon written notification to the Grantor 90 days in advance of said relocation, and at its sole cost and expense. The Grantor shall be responsible for the normal upkeep and maintenance of said right of way. If either Grantor or Grantee shall cause damage to the right of way by its use thereof, the party which caused the damage shall be responsible for repairing the damage. The parties shall hold each other harmless and indemnify the other Party against any claim made arising out of the use of the right of way by the other Party, its agents, employees and invitees.”

- J. In 2003 New Durham Properties, Inc. (a predecessor in title) conveyed a 15' wide easement to New Hampshire Electric Cooperative, Inc. and Union Telephone Co. at Book 2852, Page 193 regarding property on Birch Hill Road.
- K. In 2006 New Durham Properties, Inc. (a predecessor in title) conveyed the property to Red Oak Ridge LLC at Book 3446, Page 357 subject to, in part, the following:

“Easement over property [nine parcels] conveyed to John A. Tracy, John A. Tracy, Jr. and George H. Jones by George H. Jones, dated September 25, 1947, recorded in said Registry of Deeds, Book 552, Page 444. There were also sundry restrictions on some tracts therein.

Easement of John Tracy, John Tracy, Jr. and George H. Jones to New Hampshire Electric Cooperative, Inc., dated May 31, 1950, recorded in said Registry of Deeds, Book 585, Page 195.

The above-described premises are also conveyed subject to the effect of flowage rights relating to the Merrymeeting River and Merrymeeting Pond, as reserved in various conveyances and described in deed of John A. Tracey and John A. Tracey, Jr. to Joseph I. Melanson, dated January 2, 1951 and recorded at Book 589, Page 85.

Easement of Joseph Melanson to White Mountain Power Company dated February 9, 1951, recorded in said Registry of Deeds, Book 590, Page 82.

Easement of Joseph and Ruth Melanson (predecessors in title) to White Mountain Power Company [and] New Hampshire Electric Cooperative, Inc., dated September 18, 1956, recorded in said Registry of Deeds, Book 673, Page 37 "along Merrymeeting Lake Road".

Easement of Joseph and Ruth Melanson (predecessors in title) to White Mountain Power Company [and] New Hampshire Electric Cooperative, Inc., dated September 18, 1956, recorded in said Registry of Deeds, Book 673, Page 40 "along Brackett Road".

[A] boundary line agreement between Ruth Melanson (a predecessor in title) and Myron and Gertrude Morgan [on Brackett Road], dated June 28, 1967, recorded at Book 830, Page 141." See that unrecorded plan of "Myron Morgan Property, New Durham, N.H. dated April 29, 1967. (See also Plan Book 24, Page 3).

- L. In 2017 Red Oak Ridge LLC conveyed the property to Dillon Investments, LLC by deed recorded at Book 4503, Page 10 subject to, in part, the following:

"Subject to reservations, covenants and restrictions set forth in Exhibit B.

5. Riparian rights of others in and to any creeks, rivers, lakes, streams or other bodies of water located on or adjoining the Property."

- M. In 1987 New Durham Properties, Inc. (a predecessor in title) placed former Tax Map 16-1, 17-1 and 18-1 into "current use" taxation at Book 1314, Page 22.

- N. In 1945 Asta V. Paulsen (not a predecessor in title) conveyed the "Caskins" lot, so called, [which is located inside the perimeter of the subject property and is depicted at Plan Book 24, Page 1] to John F. Caskins at Book 530, Page 130 but "excepted and reserved herefrom to [George H. Jones], his heirs and assigns a right to use the roadway from the foregoing mentioned highway over the tract or land herein conveyed, in a northeasterly direction to the spring located on other land of [George H. Jones, now Tax Map 244-16] and on the northeasterly side of the tract herein conveyed and now existing and used by [George H. Jones, now Tax Map 244-16]. Further granting to this grantee the right to use water from the foregoing mentioned spring for domestic purposes, and to have access thereto over the right of way herein reserved." Said well is believed to either be located on Lot 2 as shown on Plan Book 22, Page 173 or on Tax Map 244-16. See also that 1941 deed from Jones to Paulsen recorded at Book 503, Page 169.

- O. The locus property is subject to all depictions and notations shown on Plan Book 24, Pages 1-7, Plan 59, Pocket 6, Folder 1, Plan 4, Pocket 5, Folder 4, Plan 4, Pocket 2, Folder 18, Plan 11, Pocket 5, Folder 4, Plan 20, Pocket 5, Folder 4, Plan 9, Pocket 5, Folder 4, Plan 17, Pocket 5, Folder 4, Plan 2, Pocket 5, Folder 4, Plan 51, Pocket 6, Folder 1, Plan Book 22, Page 173, Plan Book 27A, Pages 57-58, Plan Book 28A, Page 92, Plan Book 30A, Page 117, Plan Book 31A, Page 27, Plan Book 37A, Page 95, Plan Book 45, Page 69, and Plan Book 41A, Page 68.
- P. In 2019 Dillon Investments, LLC entered into a Boundary Line Agreement with William C. Morse and Susan J. Morse recorded contemporaneously herewith.

MEANING AND INTENDING to describe a portion of the premises conveyed to the Grantor by the following deed recorded in the Strafford County Registry of Deeds: Book 4503, Page 0010.

This is not homestead property.