

B3199 P2559

BASIC CONSERVATION EASEMENT
for
AUTUMN WOODS SUBDIVISION

00066666

FEB 18 2 43 PM '97

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

MPG Realty Corporation, (herein sometimes referred to as the "Grantor," which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns), grants to the Town of Salem situated in the County of Rockingham, State of New Hampshire, with a mailing address of 33 Geremonty Drive, Salem, New Hampshire, 03079, acting through its Conservation Commission pursuant to RSA 36-A:4, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns with WARRANTY covenants, in perpetuity, the following described Conservation Easement on land in the Town of Salem, County of Rockingham, State of New Hampshire, pursuant to RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the property that will significantly impair or interfere with the conservation value of the Property; and

All consistent and in accordance with the U.S. Internal Revenue Code, with respect to the certain Open Space parcels of land (herein referred to as the "Property") with any and all buildings, structures and improvements thereon situated in the Town of Salem, County of Rockingham, the State of New Hampshire, more particularly bounded and described herein and as shown on survey plans entitled "Subdivision Plan - Phase I, Phase II and Phase III, Autumn Woods Subdivision", Tax Map 9, Lots 5899, 11102, 11755, and 11754 and Map 14, Lots 11756, Rockingham County, Salem, New Hampshire, Sheets 1 of 9 through 9 of 9, dated October 10, 1996 as prepared by Meisner Brem Corporation and recorded at this date at the Rockingham County Registry of Deeds.

This Conservation Easement Deed does not constitute homestead property.

The property consists of the protection of 5 parcels of land identified as Map 9, Lots 5899, 11102, 11755, 11754 and Map 14, Lot 11756, with frontage on Autumn Woods Road and Hawk Drive and consisting of 67.76 acres, respectively as described in Exhibit A, and attached to this document

App. A. acreages = 67.88
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The Conservation Easement hereby granted with respect to the Property is as follows:

I. USE LIMITATIONS

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the capacity of the property to produce forest and/or agricultural crops shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface of subsurface waters and soil erosion.
- i. For the purposes hereof "agriculture" and forestry shall include agriculture, animal husbandry, floricultural and products for domestic or commercial purposes, for example, the growing and stocking of Christmas trees or forest trees of any size capable of producing timber, and the processing and sale of products produced on the property, for example, pick-your-own fruits and vegetables, maple syrup and other forest products; and the cutting and sale of timber and other forest products not detrimental to the purposes of this easement.
- ii. Agriculture and forestry on the Property shall be performed to the extent reasonably practicable in accordance with a coordinated management plan for this site and soils of the Property. Forestry and agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Conservation Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public roads or public trails.
- B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety.
- C. No dwelling, tennis court, swimming pool, dock aircraft landing strip, tower mobile home or other structures or improvements of any kind shall be constructed, placed or introduced onto the property except for ancillary structures or improvements such as a road, utility, dam, fence, bridge, culvert, barn, maple sugar house or shed which only may be constructed, placed or introduced onto the property as necessary in the accomplishment of on-site, land based agricultural, forestry, conservation or non-commercial outdoor recreational uses of the property and only so long as they are not detrimental to the purposes of this easement.

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Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the property; the scenic views of and from the Property as viewed from public roads, trails and waters; the historic and archeological values; and forestry and agricultural production on the property.

D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed until all necessary federal, state or local permits and approvals are secured and unless such activities:

- i. Are commonly necessary for the accomplishment of the forestry, agricultural, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and
- ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- iii. Are not detrimental to the purpose of this easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the agricultural, forestry, conservation or non-commercial outdoor recreational uses of the property and not detrimental to the purposes of this easement.

F. There shall be no mining, quarrying, excavation or extraction 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 Paragraphs 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, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

H. Notwithstanding any other provision of this Conservation Easement, the construction and maintenance of the wells, water supply and distribution system and appurtenant structures and equipment above and below ground by Pennichuck Water Works, Inc. shall be allowed, including the location, construction & maintenance of future water system facilities that may be necessary to maintain the existing water system or to provide or improve service to customers; whether or not located on the property.

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Pennichuck Water Works, Inc. shall have the right to conduct hydrological studies and to construct any additional wells in accordance therewith provided that any additional construction will be underground and that Pennichuck Water Works, Inc. and its successors and assigns will restore the land which is subject to construction, to its conditions existing immediately prior thereto.

2. **AFFIRMATIVE RIGHTS OF GRANTEE**

A. The grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

3. **NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE**

- A. Grantor agrees to notify the Grantee in writing within 3 days after the transfer of title of the Property.
- B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

4. **BENEFITS, BURDENS, AND ACCESS**

- A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable to any public agency having and performing governmental functions, or to any qualified organization within the meaning of Section 170(h) (3) of the United States Internal Revenue Code of 1954 as presently amended, and as the same may hereafter be amended or changed from time to time, which organization has among its purposes the conservation or preservation of land and water areas and agrees to or is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer. In accordance with RSA 221-A, under which the Conservation Easement Deed is acquired, the sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited.

5. **BREACH OF EASEMENT**

- A. When a breach of this easement comes to the attention of the Grantee or its agent, it shall notify the then-owner of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

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- B. Said owner shall have thirty (30) days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.
- C. If said owner fails to take such curative action, the Grantee, its successors, agent or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said owner, provided the said owner is determined to be directly or indirectly responsible for the breach.
- D. Nothing contained in this easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to change in the property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by owners under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. CONDEMNATIONS

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and/or the Grantee, at it's sole option may, act to recover the full damage and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the damages (or proceeds) recovered shall be divided between them in proportion to the full and fair market values of the respective interest of the Grantor and Grantee in that part of the property condemned immediately after the execution and delivery hereof taken as a proportion of the sum of said values.

Any increase in value attributable to improvements made after the date of this grant shall accrue to the party(Grantor and Grantee) who made the improvements. The Grantee shall use it's share of the proceeds in a manner consistent with the conservation purposes set forth.

7. ADDITIONAL EASEMENT

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

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8. ARBITRATION OF DISPUTES

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

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

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IN WITNESS WHEREOF, I(WE) have hereunto set my(our) hand(s) this 30th day of
January, 1997.

Richard Pelletier, Pres

Walter Brown

MPG Realty Corporation

Witness

The State of New Hampshire

ROCKINGHAM, ss.

Personally appeared Richard Pelletier, President
and ~~Richard Pelletier, President~~ who acknowledged the
foregoing to be his ~~own~~ voluntary act and deed.

Before me,

Walter Brown
Justice of the Peace/Notary Public

Accepted and acknowledged by the Town of Salem.

TOWN OF SALEM, NEW HAMPSHIRE
CONSERVATION COMMISSION

Ross Q. Moldoff

Ross Moldoff

Walter K. White
Witness

Duly Authorized

THE STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

Date: Feb 11, 1997

Personally appeared Ross Moldoff, and who
acknowledged that he executed this Easement Deed in his official capacity, duly
authorized therein, for the purpose herein contained.

Before me,

Walter Brown
Justice of the Peace/Notary Public
My Commission Expires:

MSG:jjn
EASEMNT1.LTR

Exhibit A

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Map 9, Lot 5899

Beginning at the Southwesterly corner of the within conveyed premises, at land now or formerly of Rau, which boundary is also the common Town line between Salem and Windham, thence running N. 10° 32' 47" East, a distance of Five Hundred Fifty and 94/100ths (550.94') feet to a point; thence turning and running N. 01° 02' 47" East, a distance of Two Hundred Ninety-Two and 00/100ths (292.00') feet to a point; thence continuing N. 10° 17' 47" East, a distance of Two Hundred Eighty-Five and 49/100ths (285.49') feet to a point; thence turning and running N. 05° 57' 04" East, a distance of One Thousand Eight Hundred and Thirty-Six and 15/100ths (1,836.15') feet to a point; the last Four (4) courses being by and along the Windham/Salem Town line; thence turning and running S. 83° 43' 27" East, by and along land now or formerly of Ackerman, a distance of One Hundred Sixty-Three and 00/100ths (163.00') feet to a point; thence turning and running S. 05° 32' 57" West, a distance of One Thousand One Hundred Eighty-Seven and 42/100ths (1,187.42') feet to a point; thence turning and running S. 85° 03' 16" East, a distance of Three Hundred Forty-Five and 45/100ths (345.45') feet to a point; thence turning and running N. 04° 45' 33" East, a distance of Nine Hundred Fifteen and 87/100ths (915.87') feet to a point; the last Three (3) courses being by and along land now or formerly of the Town of Salem; thence turning and running S. 84° 04' 27" East, a distance of Four Hundred Seventeen and 50/100ths (417.50') feet to a point; thence continuing S. 83° 34' 27" East, a distance of Four Hundred Thirty and 00/100ths (430.00') feet to a point; thence continuing S. 84° 04' 27" East, a distance of One Thousand Fifty-Six and 00/100ths (1,056.00') feet to a point; the last Three (3) courses being by and along land now or formerly of the John Lincoln Realty Trust; thence turning and running S. 05° 55' 33" West, by and along Map 9, Lot 11735, a distance of Two Hundred One and 56/100ths (201.56') feet to a point; thence turning and running along said Lot 11735 S. 42° 00' 02" West, a distance of Two Hundred Sixty-Three and 14/100ths (263.14') feet to a point; thence turning and running in a Westerly direction, by and along a curve on Hawk Drive, a distance of Sixty-Eight and 59/100ths (68.59') feet to a point; thence continuing N. 72° 03' 34" West, a distance of Sixty-Four and 50/100 (64.50') feet to a point; thence continuing by and along a curve on Hawk Drive, a distance of Three Hundred and 65/100ths (300.65') feet to a point; thence continuing S. 39° 02' 14" West, by and along Hawk Drive, a distance of Four Hundred Nine and 18/100ths (409.18') feet to a point; thence continuing along said Hawk Drive, a distance of One Hundred Fifty-Two and 44/100ths (152.44') feet to a point; thence turning and running S. 14° 04' 59" West, a distance of Fifty and 90/100ths (50.90') feet to a point; thence turning and running N. 81° 56' 33" West, a distance of Two Hundred Ninety-Two and 12/100ths (292.12') feet to a point; thence turning and running S. 08° 47' 11" West, a distance of One Hundred Ten and 53/100ths (110.53') feet to a point; the last Two (2) courses being by and along Map 9, Lot 11742; thence turning and running S. 08° 47' 11" West, by and along Map 9, Lot 11744, a distance of One Hundred Fifteen and 07/100ths

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(115.07') feet to a point; thence continuing S. 08° 47' 11" West, by and along Map 9, Lot 11746, a distance of One Hundred Ten and 81/100ths (110.81') feet to a point; thence turning and running S. 06° 13' 57" West, by and along Map 9, Lots 11748 and 11757, a distance of Five Hundred Forty-Four and 95/100ths (544.95') feet to a point; thence turning and running S. 59° 59' 59" West, a distance of Seventy and 48/100ths (70.48') feet to a point; thence continuing in a Southwesterly direction by and along a curve, a distance of One Hundred Five and 99/100ths (105.99') feet to a point; thence turning and running N. 59° 16' 23" West, a distance of Forty-Four and 73/100ths (44.73') feet to a point; thence continuing in a Westerly direction by and along a curve, a distance of One Hundred Sixty and 97/100ths (160.97') feet to a point; the last Four (4) courses being by and along the Northerly side of Autumn Woods Road; thence turning and running N. 14° 39' 12" East, by and along Map 13, Lots 11708 and 11710 and Map 8, Lot 11712, a distance of Three Hundred Twenty and 15/100ths (320.15') feet to a point; thence turning and running N. 02° 46' 54" West, by and along Map 8, Lots 11712 and 11714, a distance of One Hundred Eighty-Five and 72/100ths (185.72') feet to a point; thence turning and running N. 00° 56' 11" East, by and along Map 8, Lots 11716 and 11718, a distance of Three Hundred Sixty-Two and 72/100ths (362.72') feet to a point; thence turning and running N. 80° 31' 09" West, a distance of Two Hundred Twenty and 69/100ths (220.69') feet to a point; thence turning and running S. 09° 28' 51" West, a distance of Ninety-One and 04/100ths (91.04') feet to a point; the last Two (2) courses being by and along Map 8, Lot 11718; thence turning and running by and along a curve on a cul-de-sac at the end of Partridge Circle, a distance of Twenty and 10/100ths (20.10') feet to a point; thence turning and running N. 09° 28' 51" East, a distance of Ninety and 00/00ths (90.00') feet to a point; thence turning and running N. 80° 31' 09" West, a distance of Two Hundred Twenty-Two and 48/100ths (222.48') feet to a point; the last Two (2) courses being by and along Map 8, Lot 11719; thence turning and running S. 07° 54' 07" West, by and along Map 8, Lots 11719, 11717, 11715 and 11713 and Map 13, Lots 11711 and 11709, a distance of Nine Hundred Nineteen and 94/100ths (919.94') feet to a point; thence turning and running S. 16° 22' 32" West, a distance of One Hundred and 38/100ths (100.38') feet to a point; thence turning and running S. 61° 17' 51" East, a distance of Two Hundred Eight and 95/100ths (208.95') feet to a point; the last Two (2) courses being by and along Map 13, Lot 11697; thence turning and running in a Southerly direction, by and along Autumn Woods Road, a distance of One Hundred Seven and 57/100ths (107.57') feet to a point; thence continuing along said Autumn Woods Road S. 09° 44' 18" West, a distance of Forty-Nine and 27/100ths (49.27') feet to a point; thence turning and running N. 80° 15' 42" West, a distance of Two Hundred and 00/100ths (200.00') feet to a point; thence turning and running S. 09° 44' 18" West, a distance of Two Hundred Ninety and 00/100ths (290.00') feet to a point; thence turning and running S. 51° 11' 43" East, a distance of One Hundred Ninety-One and 79/100ths (191.79') feet to a point; the last Three (3) courses being by and along Map 13, Lots 11701 and 11703; thence turning and running S. 38° 48' 17" West, by and along Autumn Woods Road, a

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distance of Eighty and 89/100ths (80.89') feet to a point; thence turning and running N. 82° 19' 57" West, a distance of One Hundred Fifty-Eight and 94/100ths (158.94') feet to a point; thence continuing N. 82° 55' 47" West, a distance of One Hundred Eighty and 24/100ths (180.24') feet to the point of beginning; the last Two (2) courses being by and along land now or formerly of Gidley.

Meaning and intending to describe Map 9, Lot 5899, containing 54.30 acres.

This parcel is subject to a Conservation Easement.

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Map 9, Lot 11102

Beginning at a point on the Northeasterly side of Autumn Woods Road, at the boundary between Map 9, Lot 6076 and the within conveyed premises, thence running N. 45° 34' 55" East, by and along Map 9, Lot 6076 a distance of Two Hundred Eighty-Two and 79/100ths (282.79') feet to a point; thence turning and running S. 82° 54' 01" East by and along Map 9, Lot 6072, a distance of Two Hundred Seventy-Seven and 31/100ths (277.31') feet to a point; thence turning and running S. 44° 21' 37" West by and along Route 111, a distance of Four Hundred Thirty-Two and 63/100ths (432.63') feet to a point; thence turning and running by and along a curve to the right at the intersection of Route 111 and Autumn Woods Road, a distance of Forty and 14/100ths (40.14') feet to a point; thence running N. 43° 38' 45" West, a distance of Two Hundred and 99/100ths (200.99') feet to the point of beginning.

Meaning and intending to describe Map 9, Lot 11102 containing 1.89 acres.

This parcel is subject to a Conservation Easement.

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Map 9, Lot 11755

Beginning at a point on the southerly side of Autumn Woods Road, at the Northwesterly corner of Map 9, Lot 11688, and the Northeasterly corner of the within conveyed premises; thence running S. $08^{\circ} 26' 57''$ West, by and along Map 9, Lot 11688, a distance of Two Hundred Sixty-Three and $02/100$ ths (263.02') feet to a point; thence turning and running S. $69^{\circ} 56' 37''$ West, by and along land now or formerly of Gagnon, a distance of One Hundred Ninety-Seven and $17/100$ ths (197.17') feet to a point; thence continuing S. $84^{\circ} 54' 27''$ West, by and along said Gagnon land, a distance of Ninety-Nine and $54/100$ ths (99.54') feet to a point; thence turning and running N. $35^{\circ} 37' 27''$ West, a distance of Thirty-Three and $64/100$ ths (33.64') feet to a point; thence continuing in a Northwesterly direction, a distance of One Hundred Twenty-Two and $05/100$ ths (122.05') feet to a point; thence turning and running N. $04^{\circ} 32' 44''$ West, a distance of Thirty-Four and $71/100$ ths (34.71') feet to a point, the last Three (3) courses being by and along the Easterly side of Zachary's Crossing Road; thence turning and running by and along a curve to the right at the intersection of Zachary's Crossing Road and Autumn Woods Road, a distance of Thirty and $80/100$ ths (30.80') feet to a point; thence turning and running in a Northeasterly direction, a distance of Thirty-Four and $44/100$ ths (34.44') feet to a point; thence continuing N. $54^{\circ} 46' 15''$ East, a distance of One Hundred Fifty-Three and $93/100$ ths (153.93') feet to a point; thence continuing in a Northeasterly direction, a distance of One Hundred Nine and $52/100$ ths (109.52') feet to a point; thence turning and running S. $83^{\circ} 23' 40''$ East, a distance of Seventy-Six and $88/100$ ths (76.88') feet to the point of beginning.

Meaning and intending to describe Map 9, Lot 11755 containing 1.93 acres.

This parcel is subject to a Conservation Easement.

Map 9, Lot 11754

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Beginning at a point on the Northerly side of Autumn Woods Road, at the boundary of Map 9, Lot 11689, and the within conveyed premises; thence running in a Westerly direction, a distance of One Hundred Forty-Six and 03/100ths (146.03') feet to a point; thence turning and running S. 54° 46' 15" West, a distance of One Hundred Fifty-Three and 93/100ths (153.93') feet to a point; thence turning and running by and along a curve in the road, a distance of One Hundred Fifty-Two and 20/100ths (152.20') feet to a point; thence turning and running N. 55° 27' 54" West a distance of Ninety-Seven and 61/100ths (97.61') feet to a point; the last Four (4) courses being by and along Autumn Woods Road; thence turning and running N. 43° 25' 10" East, a distance of One Hundred Sixty-Six and 82/100ths (166.82') feet by Map 9, Lot 11720, a distance of Two Hundred Fifty-Two and 84/100ths (252.84') feet by Map 9, Lot 11721 to a point; thence turning and running N. 08° 50' 09" East, by and along Map 9, Lot 11723, a distance of One Hundred Seventy-Three and 87/100ths (173.87') feet to a point; thence turning and running S. 81° 03' 17" East, by and along Map 9, Lot 11725, a distance of One Hundred and 00/100ths (100.00') feet, more or less, to a point; thence turning and running S. 05° 55' 33" West, a distance of Twenty-Six and 70/100ths (26.70') feet to a point; thence turning and running S. 33° 49' 27" East, a distance of One Hundred Ninety-Four and 50/100ths (194.50') feet to a point; the last Two (2) courses being by and along Map 9, Lot 6072; thence turning and running S. 28° 19' 04" West, a distance of One Hundred Seven and 26/100ths (107.26') feet to a point; thence turning and running S. 06° 53' 32" West, a distance of Ninety-Seven and 74/100ths (97.74') feet, to the point of beginning.

Meaning and intending to describe Map 9, Lot 11754 containing 2.73 acres.

This parcel is subject to a Conservation Easement.

Map 14, Lot 11756

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Beginning at a point at the Northeasterly corner of Map 14, Lot 11690, and the Northwesterly corner of the within conveyed premises; thence running N. 66° 46' 25" East, a distance of Ninety-Eight and 92/100ths (98.92') feet to a point; thence continuing in a Northeasterly direction, a distance of One Hundred Fifty-One and 22/100ths (151.22') feet to a point; thence turning and running S. 55° 27' 54" East, a distance of Ninety-Seven and 61/100ths (97.61') feet to a point; thence continuing in a Southeasterly direction, a distance of Eighty-Nine and 87/100ths (89.87') feet to a point; the last Four (4) courses being by and along the Southerly side of Autumn Woods Road; thence turning and running by and along a curve to the right at the intersection of Autumn Woods Road and Zachary's Crossing Road, a distance of Thirty-Five and 06/100ths (35.06') feet to a point; thence turning and running S. 04° 32' 44" East, a distance of Twenty-Six and 18/100ths (26.18') feet to a point; thence continuing in a Southeasterly direction, a distance of One Hundred Forty-Nine and 17/100ths (149.17') feet to a point; the last Two (2) courses being by and along the Westerly side of Zachary's Crossing Road; thence turning and running S. 84° 54' 27" West, a distance of Four and 15/100ths (4.15') feet to a point; thence continuing S. 87° 33' 20" West, a distance of Two Hundred Thirty-Seven and 96/100ths (237.96') feet to a point; thence turning and running N. 18° 57' 08" West, a distance of Twenty-One and 45/100ths (21.45') feet to a point; thence turning and running N. 69° 43' 58" West, a distance of Thirty-Nine and 27/100ths (39.27') feet to a point; thence turning and running N. 89° 07' 22" West, a distance of Thirty-Nine and 50/100ths (39.50') feet to a point; thence turning and running S. 72° 49' 11" West, a distance of One Hundred Thirty-Eight and 19/100ths (138.19') feet to a point; thence turning and running S. 70° 37' 06" West, a distance of Two Hundred Ninety-Two and 44/100ths (292.44') feet to a point; thence turning and running S. 62° 40' 22" West, a distance of One Hundred Thirty-Seven and 78/100ths (137.78') feet to a point; thence turning and running S. 80° 03' 48" West, a distance of Sixteen and 04/100ths (16.04') feet to a point; thence turning and running S. 03° 44' 38" West, a distance of Fifty-Nine and 51/100ths (59.51') feet to a point; thence turning and running N. 87° 03' 13" West, a distance of One Hundred Thirty-Three and 14/100ths (133.14') feet to a point; thence turning and running N. 76° 30' 33" West, a distance of Thirty-Nine and 65/100ths (39.65') feet to a point; thence turning and running N. 87° 37' 38" West, a distance of One Hundred Six and 28/100ths (106.28') feet to a point; thence turning and running N. 85° 00' 26" West, a distance of Two Hundred Eight and 00/100ths (208.00') feet to a point; thence turning and running N. 80° 43' 13" West, a distance of Thirty and 61/100ths (30.61') feet to a point; thence turning and running N. 76° 12' 07" West, a distance of One Hundred Seventeen and 56/100ths (117.56') feet to a point; thence turning and running S. 75° 09' 03" West, a distance of One Hundred Twenty-Nine and 01/100ths (129.01') feet to a point; thence turning and running S. 51° 36' 09" West, a distance of Eighty and 18/100ths (80.18') feet to a point; thence turning and running S. 45° 10' 31" West, a distance of One Hundred Thirty-

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Eight and 77/100ths (138.77') feet to a point; thence turning and running S. 10° 40' 49" East, a distance of Eleven and 51/100ths (11.51') feet to a point; thence turning and running S. 08° 42' 59" West, a distance of Thirty-Seven and 95/100ths (37.95') feet to a point; thence turning and running S. 13° 57' 54" East, a distance of Thirty-Three and 76/100ths (33.76') feet to a point; thence turning and running S. 50° 14' 55" East, a distance of Nineteen and 56/100ths (19.56') feet to a point; thence turning and running S. 06° 54' 59" West, a distance of Eighty-Six and 81/100ths (86.81') feet to a point; thence turning and running N. 78° 48' 45" West, a distance of One Hundred Seventy-One and 88/100ths (171.88') feet to a point; the last Twenty-Four (24) courses being by and along land now or formerly of Gidley; thence turning and running N. 38° 48' 17" East, a distance of Eighty-Six and 91/100ths (86.91') feet to a point; thence continuing in a Northeasterly direction, a distance of Eighty-Eight and 78/100ths (88.78') feet to a point; thence continuing N. 00° 44' 18" East, a distance of Seventy-One and 62/100ths (71.62') feet to a point; the last Three (3) courses being by and along the Easterly side of Autumn Woods Road; thence turning and running S. 80° 75' 42" East, a distance of Fifty and 00/100ths (50.00') feet to a point; thence turning and running N. 45° 10' 31" East, a distance of One Hundred Two and 51/100ths (102.51') feet to a point; thence continuing N. 51° 36' 09" East, a distance of Ninety-Three and 41/100ths (93.41') feet to a point; thence turning and running N. 75° 09' 03" East, a distance of Ninety-Five and 90/100ths (95.90') feet to a point; the last Four (4) courses being by and along Map 13, Lot 11704; thence turning and running N. 09° 37' 54" East by and along Map 13, Lots 11704, 11702 and 11700, a distance of Three Hundred Sixty and 30/100ths (360.30') feet to a point; thence turning and running in an Easterly direction, by and along the Southerly side of Autumn Woods Road, a distance of One Hundred Fifty and 00/100ths (150.00') feet, more or less; thence continuing along the Southerly side of Autumn Woods Road, S. 59° 16' 23" East, a distance of Forty-Four and 73/100ths (44.73') feet to a point; thence continuing along said Autumn Woods Road, a distance of Twenty and 00/100ths (20.00') feet, more or less, to a point; thence turning and running S. 08° 05' 46" West, a distance of Two Hundred Eighty-Nine and 29/100ths (289.29') feet to a point; thence turning and running S. 81° 54' 14" East, a distance of Two Hundred Sixty-Four and 77/100ths (264.77') feet to a point; the last Two (2) courses being by and along Map 14, Lot 11696; thence continuing S. 81° 54' 14" East, a distance of Ninety-Seven and 77/100ths (97.77') feet to a point; thence turning and running N. 44° 59' 59" East, a distance of One Hundred Seventy and 27/100ths (170.27') feet to a point; the last Two (2) courses being by and along Map 14, Lot 11693; thence turning and running N. 61° 36' 39" East, by and along Map 14, Lot 11692, a distance of Eighty-Seven and 54/100ths (87.54') feet to a point; thence continuing N. 61° 36' 39" East, by and along Map 14, Lot 11691, a distance of Sixty-Four and 27/100ths (64.27') feet to a point; thence continuing N. 61° 36' 39" East, a distance of Forty-Five and 36/100ths (45.36') feet to a point; thence turning and running N. 72° 10' 01" East, a distance of Two Hundred Fifteen and 21/100ths (215.21') feet to a point; thence turning and running

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N. 04° 17' 56" West, a distance of One Hundred Sixty-Three and 85/100ths (163.85') feet to the point of beginning; the last Three (3) Courses being by and along Map 14, Lot 11690.

Meaning and intending to describe Map 14, Lot 11756 containing 7.03 acres.

This parcel is subject to a Conservation Easement.