

*Cathy Ann Seary*

RECORDING 158.00  
SURCHARGE 2.00

THIS IS A TRANSFER INVOLVING A MUNICIPALITY  
AND IS THEREFORE EXEMPT FROM THE NEW  
HAMPSHIRE REAL ESTATE TRANSFER TAX.  
PURSUANT TO NEW HAMPSHIRE RSA 78-B:2(I)

CASASSA LAW-BOX

### CONSERVATION EASEMENT DEED

The **TOWN OF SALEM**, a New Hampshire municipality, with an address of 33 Geremonty Drive, Town of Salem, County of Rockingham, State of New Hampshire 03079 (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 **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 6 Center Street, PO Box 675, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

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, (the "Third Party Holder"),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to those certain parcels of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, consisting of approximately 347.33 acres,

situated on or near Bluff Street, Zion Hill Road, Matthews Drive, Hummingbird Lane and Shadow Lake Road in the Town of Salem, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof and shown on a survey plan entitled "Conservation Easement Plan 'Salem Town Forest' Bluff Street, Hummingbird and Hitty Lanes, Matthew Drive, Shadow Lake and Zion Hill Roads, Salem, NH" prepared by Eric C. Mitchell & Associates, Inc., dated March 1, 2018 (the "Survey Plan") and recorded at the Rockingham County Registry of Deeds herewith and also being a portion of the property shown on the Salem Tax Maps as Map 56, Lot 6890; Map 46, Lot 6494; Map 47, Lot 6874; and Map 47, Lot 12526.

The Easement has been conveyed in part with a \$150,000 financial assistance award from the New Hampshire Department of Environmental Services Aquatic Resources Mitigation Fund; which awards place 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 Town of Salem acquired the Property in part with assistance from Land and Water Conservation Fund (LWCF) Act of 1965 (Public Law 88-578, 78 Stat 897) through the United State Department of the Interior (USDOI), and pursuant to a Project Agreement (Project Agreement #33-00354) between the Town of Salem and the NH Department of Resources and Economic Development (NHDRED), a copy of which is kept at the NHDNCR offices at 172 Pembroke Road, Concord, New Hampshire 03301. The Town of Salem agreed to be bound by the terms of the Project Agreement as they relate to said portion of the Property, including the provisions of section 6(f)(3) of the LWCF Act which states that no property acquired or developed with assistance under this section shall, without the approval of the Secretary of the USDOI (with initial concurrence from NHDRED), be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he/she finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. These terms shall run with said portion of the Property and be binding on the Town of Salem and its designees and successors.

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 with additional copies provided to the 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 assurance that the Property will be retained and protected in perpetuity as an important open space, forestland, wetlands, and wildlife habitat; and



- B. The protection of approximately 7,200 feet of undeveloped, scenic frontage along Hittytity Brook, and the protection of the Property's over 83 acres of wetlands and over 29 vernal pools; and
- C. 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, including vernal pools, that occur or may occur in the future on the Property; and
- D. The conservation of productive forestland on the Property for responsible forest management that preserves the public benefits of the natural resources of the Property and protects the Property's long-term capacity to produce economically valuable forest products; and
- E. The protection of the Property for low impact, outdoor recreation by the general public compatible with these conservation purposes, and for the education of the general public; and
- F. The protection of the quality of ground water and surface water resources on and under the Property, including the stratified-drift aquifer which underlies a portion of the Property, as potential future water supplies for use in a public water system, as defined by RSA 485:1-a, XV, as it may be amended from time to time; 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 2001 Master Plan of the Town of Salem, which has the following Natural Resource and Conservation Goals, "Preserve, protect, and promote the wise use of the Town's natural resources", "Preserve and enhance the environmental quality of the air, water, and land resources in Salem", "Permanently protect open space in order to provide for public recreation, for the conservation of natural resources, and for the protection of environmentally sensitive and visually important areas", "Manage the Town's public open spaces in order to maximize multiple use and public access to the extent possible without causing adverse environmental impacts", and "Provide connections between protected open spaces within Salem, and linkages to regional greenways" 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”.

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 recreation and Forestry, as described below, and provided that the productive capacity of the Property to yield forest products shall not be degraded by on-site activities.

i. Description of Forestry

a. 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, maple sap harvesting and maple syrup production, or thinning the forest stand to maintain a view.

ii. 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, perennial streams and rivers, hereinafter referred to collectively as "water body or water bodies." Streams 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 buffers 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 Third Party Holder and either approve, deny, or approve with conditions the request at their 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 and 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, and riparian zones;
  - maintenance or improvement of the overall quality of forest products;
  - conservation of scenic quality and recreational access and trails;
  - protection of significant or fragile natural areas, exemplary natural communities, and rare, threatened and endangered species, including their habitats;
  - protection of significant historic and cultural features; and
  - conservation of native plant and animal species.
- 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 include a statement of landowner objectives, and shall specifically address:
  - the accomplishment of those Purposes for which this Easement is granted,
  - the goals in Section 2.A.ii.c. above, and
  - 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.
- 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.ii. 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 forestry, conservation, habitat management, or outdoor recreational uses on the Property, which may include but shall not be limited to: permeable roads, dams, fences, bridges, culverts, maple sugar houses, trails, boardwalks, information kiosks, picnic tables, picnic shelters, utility lines or sheds; and
      - c. Do not cause the total impervious surface coverage of the Property to exceed one percent (1%) of the Property's overall size, or 3.4733 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 roadways or other improvements established on the Property by third parties exercising lawful rights obtained prior to the date of this Easement; and
      - d. Are in conformance with all governmental laws, ordinances, rules, and regulations; and
      - e. 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 two hundred and fifty (250) 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, cabin, residential driveway, any portion of a septic system, underground petroleum/gas storage tank, tennis court, swimming pool, athletic field, golf course, tower, indoor riding arena, 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, vernal pools, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the forestry, conservation, habitat management, or outdoor 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 forestry, conservation, or outdoor 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 24 square feet in size.



- F. There shall be no mining, quarrying, excavation, or removal (hereinafter referred to as "Extractive Activities") of surface or subsurface non-vegetative materials including but not limited to hydrocarbons, rocks, minerals, gravel, sand, topsoil, or other similar materials (hereinafter referred to as "Extractive Materials") on, under, or from the Property, unless Extractive Activities will have a limited and localized impact on the Property and shall not be irretrievably destructive of or detrimental to the Purposes of this Easement, and all of the following conditions are met:
- i. Said Extractive Activities shall be undertaken in furtherance of improvements made pursuant to and consistent with the provisions of Reserved Rights in Section 3 or Sections 2.A., C., D., and/or E., above, and in accordance with relevant Best Management Practices;
  - ii. No Extractive Materials shall be removed from the Property, except with advance written approval of the Grantee after the Grantee has determined, in its sole discretion, that said removal is not detrimental to the Purposes of this Easement;
  - iii. Said Extractive Activities shall be limited to the "Extractive Zone" areas as shown on the map entitled "Baseline Cover Type Map Showing Photograph Locations & Perspectives" in the Baseline Documentation Report, (collectively the "Extractive Zones") with opportunity for said zone(s) to be relocated from time to time by mutual agreement of the Grantor and the Grantee, but only after a finding by the Grantee in its sole discretion that the proposed new location and configuration of said zone(s) are no more detrimental to the Purposes of this Easement than the established zone(s) proposed to be relocated; and, further, only if said relocation does not convey impermissible private benefit;
  - iv. The maximum cumulative footprint of the Extractive Zones with exposed soil at any one time shall not exceed 4,500 square feet;
  - v. Said Extractive Activities shall not significantly diminish the Property's productive capacity, including soil productivity, to yield forest products, nor the Property's potential future uses for forestry, or other permitted uses;
  - vi. Said Extractive Activities shall 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;
  - vii. Following the cessation of Extractive Activities at any given extractive zone on the Property, the Grantor shall restore such zone(s) to a natural vegetated condition and appearance in conformance with all governmental laws, ordinances, rules, and regulations, including but not limited to the requirements of U.S. Treasury Regulations at 1.170A-14(g)(4)(i), as may be amended from time to time;

viii. At least forty-five (45) days prior to the initial commencement or site preparation for Extractive Activities in any Extractive Zone the Grantor shall give the Grantee and Third Party Holder written notice of the commencement of said activities. Said notice shall include a detailed description of the proposed activities (hereinafter the "Extraction Plan") including but not limited to the type(s) and volume(s) of said Extractive Materials to be mined, quarried, excavated, and/or removed from the Property; the proposed uses of said materials; the source and location of said Extractive Materials within the Property; the timing, duration, and frequency of said Extractive Activities; and a plan for restoring the Extraction Zone following the cessation of Extractive Activities. The Grantee shall have thirty (30) days from receipt of the Grantor's Extraction Plan to evaluate said plan and approve, approve with conditions, or disapprove same, at the Grantee's sole discretion. Said approval or disapproval shall be based on whether the proposed Extraction Plan meets all of the above conditions of this Section 2.F., and said approval shall not to be unreasonably withheld. Any disapproval shall specify the reasons therefor. Once an Extraction Plan is approved by the Grantee, the Grantor does not need to notify the Grantee of individual instances of Extraction Activities within said zone so long as the said activities are within the parameters of the Extraction Plan.

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. There shall be no agriculture, except the Grantor may lease, take a fee, or allow for no fee or payment plots or areas of the Property for use as community gardens. Community gardens include gardens used by Salem residents to raise fruits, vegetables, and flowers for personal use or gardens to raise food for charitable purposes such as a food pantry. Said location(s) for community garden(s) shall be subject to the prior written approval of the Grantee after the Grantee has determined, in its sole discretion that said use is not detrimental to the Purposes of this Easement.

### 3. RESERVED RIGHTS

A. The Grantor shall have the right to clear, construct, relocate and maintain trails for walking, cross country skiing, snowmobiles, horseback riding, motorized all-terrain vehicles (ATV), mountain biking, and low impact outdoor recreational activities within and across the Property.

i. Any trail or relocated trail, whether new or existing, that is proposed to be open for ATV use shall be subject to the review of the Grantee and the Grantee will approve, approve with conditions, or disapprove same, at the Grantee's sole discretion.

ii. All trails shall be consistent with and not detrimental to the Purposes of this Easement



and shall conform to best practices recommended by the State of New Hampshire and Appalachian Mountain Club or similar trail-maintaining organization (For reference, see Appalachian Mountain Club, *The Complete Guide to Trail Building and Maintenance*, 4<sup>th</sup> edition; and State of New Hampshire, *Best Management Practices for Erosion Control During Trail Maintenance and Construction*, 2004, or similar successor publications).

- iii. The Grantor shall notify the Grantee in writing at least thirty (30) days before constructing new trails or relocating existing trails.
- iv. The Grantor shall bear the cost of constructing, maintaining and repairing said trails.
- v. Included with the Reserved Rights in Section 3.A. is the right to install benches, trail signage, bridges, culverts and other improvements commonly associated with recreational trail usage.

This provision is an exception to Section 2.C., above.

- B. 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.ii.b of this Easement. For the construction of new wildlife viewing platforms, the Grantor shall submit the request to the Grantee 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. After consultation with the Third Party Holder, the Grantee shall either approve, deny, or approve with conditions the request at their sole discretion.
- C. The Grantor reserves the right to construct and maintain picnic shelters and associated utilities including electric, water, and sewer to serve said shelters, all in accordance with Section 2.C. of this Easement. For the construction of new shelters or new utilities to serve shelter(s), the Grantor shall submit the request to the Grantee as a written plan with scaled drawings indicating the location, size, materials, and vegetation to be impacted by the shelter and the proposed utilities and access to the shelter. The Grantee shall either approve, deny, or approve with conditions the request at their sole discretion. This provision is an exception to Sections 2.D. and 2.F., above.
- D. The Grantor reserves the right to construct or allow the construction and maintenance of underground utilities, such as sewer lines, water lines, electrical distribution lines, across the Property whether said utilities benefit the Property or not. New easements associated with said utilities are subject to Section 2.H. For the construction of new underground utilities, the Grantor shall submit the request to the Grantee as a written plan with scaled drawings indicating the location, size, materials, and vegetation to be impacted by the utilities and the proposed access for construction and maintenance of the utilities. The Grantee shall either approve, deny, or approve with conditions the request at their sole discretion. This provision is an exception to Sections 2.D. and 2.F., above.
- E. The Grantor reserves the right to maintain or replace the existing stormwater management facilities located on the Property and located within the areas labeled

“Drainage Easement” on the “Survey Plan”. For the replacement of the existing stormwater management facilities, the Grantor shall submit the request to the Grantee as a written plan with scaled drawings indicating the location, size, materials, and vegetation to be impacted by the stormwater facilities and the proposed access for construction and maintenance of the facilities. New easements associated with said stormwater management facilities are subject to Section 2.H. The Grantee shall either approve, deny, or approve with conditions the request at their sole discretion. This provision is an exception to Sections 2.D. and 2.F., above.

- F. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights.
- G. The Grantor reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a public water system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time. “Sustainable yield” shall mean that rate of annual water withdrawal that can be replenished from the aquifer on an annual basis, based on well recovery rates. Withdrawal or removal of groundwater for private, commercial purposes not served by a public water system is expressly prohibited.
  - i) Test Wells: Prior to drilling test wells on the Property, the Grantor shall submit a Test Well Site Plan to the Grantee for review and approval. Said plan shall identify the proposed locations and access for the test wells and identify the steps to be taken to minimize damage to the Property and Purposes of this Easement. The Grantor shall include in The Test Well Site Plan a restoration plan that addresses the impacts associated with the test wells and associated improvements.
    - a. The Grantee shall limit its review of the Test Well Site Plan to the proposed access and restoration plan components and either approve, approve with conditions, or deny those components of the Test Well Site Plan within thirty (30) days of receipt of the request. The Grantee shall not unreasonably withhold such approval.
    - b. The Grantor is encouraged to communicate regularly and openly with the Grantee as it develops its Test Well Site Plan.
    - c. In the event that if after two (2) years from the date of installation of the test wells the Grantor has not submitted a Construction Proposal per Env-Ws 374.02, as may be amended, to the State of New Hampshire, then the Grantor shall initiate the restoration plan and complete it within six (6) months. The Grantor may request extensions from the Grantee for implementing and completing the restoration plan which the Grantee may grant at its discretion.
  - ii) Facilities and Improvements: For the purposes hereof, permitted activities in conjunction with a groundwater withdrawal development project shall consist of the installation, maintenance, monitoring, and replacement of test wells, long-term water



production wells, monitoring wells, monitoring stations, pumping stations, and ancillary improvements such as but not limited to permeable-surface roads, signs, electric utilities necessary to power the pumps and related equipment, pipes, conduits, and security facilities, but only if they are required to be located on the Property. To the extent that said facilities and improvements must be located on the Property, those facilities and improvements shall, to the maximum extent possible, be located so as to minimize the impact to and disturbance of the Property and the Purposes of this Easement, and are subject to the prior written approval of the Grantee, as outlined below. Other major facilities including, but not limited to, storage tanks, shipping facilities, non-permeable pavement, and office and laboratory facilities for employees shall not be located within the Property.

- a. Prior to submitting a Construction Proposal per Env-Ws 374.02, as may be amended, for approval by the appropriate State of New Hampshire agency, the Grantor shall submit to the Grantee for approval the following information and plans (hereinafter, collectively referred to as "Site Plans") in appropriate format (e.g., documents, maps, plans, specifications, and designs) sufficient to identify the location and design of any proposed facilities or improvements on the Property, including but not limited to temporary or permanent well sites, pumping stations, and ancillary improvements such as but not limited to access ways/roads, signs, electric utilities, pipes, conduits, and security facilities and the provisions to minimize disturbance and impacts to the Property and Purposes of this Easement during and after installation and operation of the ground water withdrawal development project for the public water system.
- b. The Grantee shall approve, approve with conditions, or deny the proposed Site Plans in writing within sixty (60) days of its receipt and base its decision on the impacts to the Property and the Purposes of this Easement. The Grantee shall not unreasonably withhold such approval.
- c. The Construction Proposal submitted to the State of New Hampshire shall accurately reflect the Site Plans approved by the Grantee.
- d. Upon completion of the ground water withdrawal development project, the Grantor shall submit an "as built" Site Plan to the Grantee.
- e. Any proposal to expand, enlarge or relocate facilities and improvements related to groundwater withdrawal shall require the approval of the Grantee in accordance with process and procedure in 3.F.ii. a-d above. This provision does not apply to increases in water withdrawal rates or amounts or to maintenance or repair of said facilities and improvements.
- f. If the groundwater wells and associated facilities and improvements are no longer used and there is no feasible plan for their eventual reuse, the Grantor shall undertake the restoration of the site in consultation with the Grantee.

iii.) Compliance with Law: Activities taken by the Grantor in execution of the groundwater withdrawal right herein shall comply with all federal, state and local requirements, including but not limited to requirements associated with public water supply, water withdrawals, and groundwater discharges, and the Grantor shall obtain any associated and requisite approvals from said agencies and abide by the conditions of said approvals.

iv.) The Grantor shall provide to the Grantee a copy of any application for renewal, and any subsequent approval by the State, of the groundwater withdrawal permit.

This provision is an exception to Section 2.D., 2.E., and 2.F., above.

H. The Grantor reserves the right, subject to the following conditions and prior written approval of the Grantee to:

- a. construct, maintain, repair, reconstruct up to three (3) parking areas on the Property (referred to hereinafter as "Parking Areas"); however, maintenance and repair shall not require Grantee approval; and
- b. to enlarge and to modify the Parking Areas.

Said Parking Areas shall meet the following conditions:

1. Said Parking Areas shall be for the sole purpose of providing public access to the Property.
2. Said Parking Areas shall include appropriate barriers or otherwise be constructed to prevent unauthorized vehicular access to the Property.
3. Said Parking Areas shall not be artificially illuminated.
4. Said Parking Areas shall be constructed of a permeable surface.
5. Said Parking Areas shall be designed and constructed appropriate for the Property and its current and projected use, and shall minimize impacts on the Purposes of this Easement.

To exercise these rights requiring Grantee approval pursuant to Section 3.H, the Grantor shall provide written notice to the Grantee at least forty-five (45) days prior to undertaking the proposed activities. Said notice shall include specific details and plans, including but not limited to the proposed activity, location, purpose, and details and timing of the activity. Within thirty (30) days of receipt of the Grantee's written notice and after consideration of the impact of the proposed activity on the Purposes of this Easement, the Grantee shall approve, approve with conditions, or disapprove in writing the proposed activity. The Grantee shall not unreasonably withhold such approval. The Grantor shall secure such approval, as well as necessary local, state and federal permits, prior to commencing any work to construct, reconstruct, or enlarge said Parking Areas.



#### 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 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, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

- 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 New Hampshire 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. In the event of a dispute involving the Third Party Holder, the provisions of paragraphs B and C of this Section 7 shall not apply

#### 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 New Hampshire 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. In any action brought in Court, the Grantee shall be entitled to seek 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. In the event the Grantor is the party directly responsible for the violation, the Grantee shall be entitled to seek to recover such damages only in the event that the Court finds the violation to be willful. 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 paragraph C. 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 Conservation 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 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.
- 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 the 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 Third Party Holder 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. 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 Conservation 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 Conservation 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 Conservation Easement shall be divided as follows: the Grantee's interest shall be eighty-one and three-tenths percent (81.3%) and the State of New Hampshire acting through the New Hampshire Department of Environmental Services (Third Party Holder) interest shall be eighteen and seven-tenths percent (18.7%). The Third Party Holder value represents the proportion it contributed (\$150,000) to the Total Project Cost (\$800,550) of this Conservation Easement.

### 13. AMENDMENT

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Grantee; notification is given to the New Hampshire Attorney General's Office at least thirty (30) days prior to the adoption of the amendment; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor, the Grantee, and the Third Party Holder and shall be recorded in the Rockingham County Registry of Deeds. Nothing in



this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.


#### 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.

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 29<sup>TH</sup> day of AUGUST, 2018.

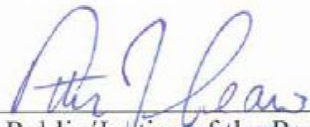
GRANTOR: TOWN OF SALEM

By:   
Christopher A. Dillon, Town Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing Conservation Easement Deed was acknowledged before me this 29<sup>TH</sup> day of August, 2018 by **Christopher A. Dillon, Salem Town Manager** and duly authorized by the Town of Salem Board of Selectmen, on behalf of the Town of Salem.



  
Notary Public/Justice of the Peace  
My commission expires:



ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

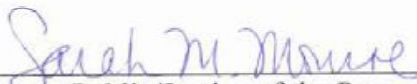
By: 

Title: Executive Director  
Duly Authorized

Date: 8/10/2018

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this 10 day of August, 2018, before me personally appeared **Brian Hart, Executive Director of the Southeast Land Trust of New Hampshire**, 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:



Third Party Holder Accepted by the State of New Hampshire on this 16 day of August, 2018:



Clark B. Freise, Assistant Commissioner  
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack, ss.

On this 16<sup>th</sup> day of August, 2018, before me personally appeared **Clark B. Freise, the Assistant 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:





## APPENDIX A

The "Property" subject to this Easement is that tract of land with any and all structures and improvements thereon located in the Town of Salem, County of Rockingham, State of New Hampshire, and shown on a plan entitled "Conservation Easement Plan, "Salem Town Forest", Bluff Street, Hummingbird and Hitty Lanes, Matthew Drive, Shadow Lake and Zion Hill Roads, Salem, NH" Dated March 1, 2018, Scale: 1" = 120', prepared by Eric C. Mitchell & Associates, Inc. (the "Survey Plan") to be recorded herewith 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 current Survey Plan.

Beginning at an iron rod found at the beginning of a stonewall at the easterly corner of the herein described premises, said iron rod is located on the westerly side of Zion Hill Road and the northeasterly corner of land now or formerly Charles S. & Patricia Hutchins; thence

South 74°30'29" West along said stonewall and land of said Hutchins, a distance of 263.50 feet to a drill hole set; thence

South 12°19'10" East along said stonewall, a distance of 200.78 feet to a drill hole found at land now or formerly Matthew R. Putnam; thence

South 74°36'50" West along land of said Putnam, a distance of 276.25 feet to a drill hole found in a stonewall; thence

South 26°11'51" East along said stonewall and land of said Putnam, a distance of 122.05 feet to a drill hole found; thence

South 20°46'50" East along said stonewall and land of said Putnam, a distance of 37.29 feet to a drill hole found; thence

South 03°16'43" West along said stonewall and land of said Putnam, a distance of 60.22 feet to a drill hole found; thence

South 12°46'53" West along said stonewall and land of said Putnam, a distance of 105.83 feet to an iron pipe found at the end of said stonewall; thence

South 03°34'55" West along land of said Putnam, a distance of 10.14 feet to an iron rod found; thence

South 66°20'27" East along land of said Putnam, a distance of 177.80 feet to a drill hole found at the beginning of a stonewall; thence

South 72°48'06" East along said stonewall and land of said Putnam, a distance of 72.01 feet to a drill hole found on the northwesterly side of Bluff Street; thence

South 12°35'15" West along said stonewall and said Bluff Street, a distance of 145.85 feet to a drill hole found at land now or formerly Stonebrook Land Developers LLC; thence

North 77°37'36" West along land of said Stonebrook Land Developers LLC, a distance of 212.93 feet to an iron rod found; thence

South 42°02'15" West along land of said Stonebrook Land Developers LLC, a distance of 89.83 feet to an iron rod found at land now or formerly Carol A. Silva Revocable Trust; thence

North 44°38'57" West along land of said Silva Revocable Trust, a distance of 367.93 feet to an iron rod found at land now or formerly Michael J. & Cheryl J. Larosa; thence

North 86°14'27" West along land of said Larosa, a distance of 270.01 feet to an iron rod found; thence

South 30°04'55" West along land of said Larosa, a distance of 197.04 feet to an iron rod found at land now or formerly Matthew & Kristen J. Caredo; thence

South 25°59'53" West along land of said Caredo, a distance of 197.29 feet to an iron rod found at land now or formerly Gregory D. & Maryann Sullivan; thence

South 33°58'06" West along land of said Sullivan, a distance of 135.35 feet to an iron rod found at land now or formerly Erin Lynch; thence

South 41°45'58" West along land of said Lynch, a distance of 91.51 feet to an iron rod found; thence

South 01°49'51" West along land of said Lynch, a distance of 150.02 feet to a drill hole found on the northerly line of said Bluff Street; thence

South 83°15'32" West along said Bluff, a distance of 7.79 feet to a drill hole found at a stonewall corner; thence

South 83°04'40" West along said stonewall and said Bluff Street, a distance of 22.35 feet to a drill hole found; thence

North 88°59'16" West along said stonewall and said Bluff Street, a distance of 34.45 feet to a drill hole found; thence

South 85°59'35" West along said stonewall and said Bluff Street, a distance of 48.31 feet to a drill hole found; thence

South 83°48'21" West along said stonewall and said Bluff Street, a distance of 54.20 feet to a drill hole found; thence



South 80°14'42" West along said stonewall and said Bluff Street, a distance of 51.38 feet to a drill hole found; thence

South 74°25'35" West along said stonewall and said Bluff Street, a distance of 29.99 feet to a drill hole found; thence

South 75°36'25" West along said stonewall and said Bluff Street, a distance of 40.94 feet to a drill hole found; thence

South 72°38'14" West along said stonewall and said Bluff Street, a distance of 153.48 feet to a drill hole found; thence

South 72°27'43" West along said stonewall and said Bluff Street, a distance of 68.28 feet to a drill hole found; thence

South 72°23'13" West along said stonewall and said Bluff Street, a distance of 86.17 feet to a drill hole found; thence

South 74°21'10" West along said stonewall and said Bluff Street, a distance of 89.56 feet to a drill hole found at the end of said stonewall; thence

Northwesterly along said Bluff Street by a non-tangent curve to the right having a radius of 500.38 feet and an arc distance of 250.73 feet (chord bearing North 82°35'41" West, a distance of 248.12 feet) to an iron rod set; thence

North 68°14'10" West along said Bluff Street, a distance of 108.34 feet to an iron rod found at land now or formerly Margaret A. Jones; thence

North 21°45'50" East along land of said Jones, a distance of 150.01 feet to an iron rod found; thence

North 68°14'26" West along land of said Jones, a distance of 259.86 feet to an iron rod found; thence

South 21°43'53" West along land of said Jones, a distance of 149.58 feet to an iron rod found on the northerly side of said Bluff Street; thence

North 67°52'22" West along said Bluff Street, a distance of 70.41 feet to an iron rod set; thence

North 65°11'08" West along said Bluff Street, a distance of 125.34 feet to an iron rod set; thence

North 63°07'27" West along said Bluff Street, a distance of 282.75 feet to an iron rod set; thence

Northwesterly along said Bluff Street by a curve to the left having a radius of 550.00 feet and an arc distance of 302.85 feet (chord bearing North 78°53'56" West, a distance of 299.04 feet) to an iron rod set; thence

South 85°19'36" West along said Bluff Street, a distance of 118.56 feet to an iron rod set at land now or formerly Douglas A. & Lisa M. Macmillan; thence

North 06°38'09" East along land of said Macmillan, a distance of 191.94 feet to an iron rod found at land now or formerly Kathryn & Herbert Motschman; thence

North 15°04'52" East along land of said Motschman, a distance of approximately 185 feet to a point at the thread of the Hitty Titty Brook; thence

Northwesterly along land of said Motschman by the thread of said Hitty Titty Brook, a distance of approximately 350 feet to a point; thence

South 37°32'36" West along land of said Motschman, a distance of approximately 120 feet to an iron rod set; thence

South 20°14'04" West along land of said Motschman, a distance of 494.55 feet to an iron rod set; thence

Southeasterly along land of said Motschman by a curve to the left having a radius of 25.00 feet and an arc distance of 48.89 feet (chord bearing South 35°47'40" East, a distance of 41.47 feet) to an iron rod set on the northerly side of said Bluff Street; thence

South 88°10'43" West along said Bluff Street, a distance of 91.05 feet to an iron rod set at land now or formerly Dos Santos Realty Trust; thence

North 20°14'04" East along said Dos Santos Realty Trust, a distance of approximately 680 feet to a point at the thread of said Hitty Titty Brook; thence

Northwesterly along land of said Dos Santos Realty Trust, land now or formerly Richard J. & Paula Morrison and land now or formerly John J. & Deana Delvecchio by the thread of said Hitty Titty Brook, a distance of approximately 1,150 feet to a point; thence

South 56°48'36" West along land of said Delvecchio, a distance of approximately 82 feet to a drill hole set at the beginning of a stonewall; thence

North 33°11'24" West along said stonewall and land of said Delvecchio, a distance of 39.01 feet to a drill hole set; thence

North 28°30'09" West along said stonewall, land of said Delvecchio and land now or formerly William L. & Norma A. Rodenbaugh, a distance of 97.76 feet to a drill hole set; thence

North 32°40'14" West along said stonewall and land of said Rodenbaugh, a distance of 95.73 feet to a drill hole set at the end of said stonewall; thence

South 80°55'39" West along land of said Rodenbaugh, land now or formerly John H. & Nancy



H. Sununu and land now or formerly Nassim Rizvi, a distance of 601.66 feet to an iron rod set at land now or formerly Robert A. & Stacey L. Gobron; thence

North 08°58'07" West along land of said Gobron, land now or formerly the Donna L. Lynch Revocable Trust and land now or formerly the Beverly A. Gagnon Trust Agreement, a distance of 765.14 feet to a drill hole found at the end of a stonewall at land now or formerly Peter S. & M. Patricia Krippendorf; thence

North 05°28'53" East along land of said Krippendorf, a distance of 94.74 feet to an iron rod set; thence

North 72°37'47" West along land of said Krippendorf, a distance of 136.25 feet to a point; thence

South 66°39'36" West along land of said Krippendorf and partly along a stonewall, a distance of 213.71 feet to an iron rod set at the end of said stonewall; thence

South 76°24'41" West along land of said Krippendorf, a distance of 126.24 feet to a drill hole found at the beginning of a stonewall; thence

South 80°42'02" West along said stonewall and land of said Krippendorf, a distance of 434.09 feet to a drill hole found at land now or formerly the A & E Trust; thence

South 03°20'20" East along land of said A & E Trust, land now or formerly Luke M. & Heather M. Bouchard and land now or formerly Lynne M. Jondle, a distance of 849.42 feet to a drill hole found in a stonewall at land now or formerly Michael E. & Lynne M. Nadeau; thence

South 82°06'41" West along said stonewall, land of said Nadeau, land now or formerly the Town of Salem, land now or formerly Stephen & Emily Wall and land now of formerly the Gananoque Water Corp, a distance of 639.39 feet to a drill hole found at land now or formerly Richard A. Weber Jr.; thence

North 11°56'20" East along land of said Weber Jr., a distance of 590.68 feet to an iron rod found at other land now or formerly Richard A. Weber Jr.; thence

North 02°05'26" West along land of said Weber Jr., a distance of 285.05 feet to a drill hole found in a stonewall at land now or formerly Timothy L. Oriole; thence

North 81°17'08" East along said stonewall and land of said Oriole, a distance of 304.87 feet to a drill hole found; thence

North 02°20'31" West along said stonewall and land of said Oriole, a distance of 79.21 feet to an iron pipe found at land now or formerly Richard W. & Patricia Pearse; thence

North 01°42'31" East along said stonewall and land of said Pearse, a distance of 222.69 feet to a drill hole set; thence

North 54°57'43" West along said stonewall and land of said Pearse, a distance of 341.67 feet to a drill hole set at the end of said stonewall on the southeasterly line of Shadow Lake Road; thence

North 38°46'37" East along said Shadow Lake Road, a distance of 40.65 feet to an iron rod set at land now or formerly the State of New Hampshire; thence

South 54°57'43" East along land of said State of New Hampshire, a distance of 358.34 feet to a New Hampshire highway bound found; thence

North 61°12'17" East along land of said State of New Hampshire, a distance of approximately 605 feet to a point at the thread of said Hitty Titty Brook; thence

Northerly along land of said State of New Hampshire by the thread of said Hitty Titty Brook, a distance of approximately 800 feet to a point at the Excluded Area; thence

North 71°36'34" East along said Excluded Area, a distance of approximately 155 feet to an iron rod set on the southwesterly line of West Lane; thence

North 71°36'34" East across said West Lane and land now or formerly D & M Demers Real Estate Investments LLC, a distance of 89.31 feet to an iron rod found in a stonewall at land now or formerly the Saxton Family Revocable Trust; thence

North 70°51'08" East along land of said Saxton Family Revocable Trust and partly by a stonewall, a distance of 168.22 feet to an iron pipe found at the Excluded Area; thence

North 81°00'46" East along said Excluded Area, a distance of 59.95 feet to an iron rod found at land now or formerly the Glaser 2015 Trust; thence

North 80°22'08" East along land of said Glaser 2015 Trust, a distance of 136.16 feet to an iron pipe found; thence

North 80°42'31" East along land of said Glaser 2015 Trust and mostly by a stonewall, a distance of 225.67 feet to a field stone bound found; thence

North 81°53'02" East along land of said Glaser 2015 Trust, a distance of 257.22 feet to an iron rod found at land now or formerly Alexander Parizher; thence

North 82°46'32" East along land of said Parizher, a distance of 200.08 feet to an iron rod found at land now or formerly Daniel S. & Kathryn E. Renalds; thence

North 82°59'38" East along land of said Renalds, a distance of 178.81 feet to an iron rod found; thence

North 81°53'38" East along land of said Renalds, a distance of 281.02 feet to a drill hole found in stone; thence



North 08°12'04" West along land of said Renalds, a distance of 88.70 feet to an iron rod found at land now or formerly Tomas & Tracey Caraballo; thence

North 07°52'16" West along land of said Carabello, a distance of 559.09 feet to an iron rod found at land now or formerly Douglas M. & Susan M. Reilly; thence

North 07°48'07" West along land of said Reilly, a distance of 150.12 feet to an iron rod found at land now or formerly Paula L. Russell; thence

North 07°41'34" West along land of said Russell, a distance of 126.52 feet to an iron pipe found at land now or formerly Jacqueline T. Jendrick; thence

North 07°07'28" West along land of said Jendrick, a distance of 293.10 feet to a field stone bound found at land now or formerly the Mullin Peterson Realty Trust; thence

North 81°20'59" East along land of said Mullin Peterson Realty Trust, a distance of 270.30 feet to an iron rod found; thence

North 81°18'32" East along land of said Mullin Peterson Realty Trust, a distance of 422.70 feet to a field stone bound found at land now or formerly Nicholas P. & Marie K. Alsup; thence

South 10°17'49" East along land of said Alsup and land now or formerly Andrew S. & Colleen Santo, a distance of 268.64 feet to an iron rod found; thence

North 89°51'52" East along land of said Santo, a distance of 19.03 feet to an iron pipe found at land now or formerly Kimberly S. & James A. Santo; thence

South 14°25'45" East along land of said Santo, a distance of 434.94 feet to an iron rod found at land now or formerly Richard M. & Sandra Galvin; thence

South 82°24'38" West along land of said Galvin and an Excluded Area, a distance of 56.40 feet to an iron rod set; thence

South 08°08'49" East along said Excluded Area, a distance of 778.83 feet to an iron rod set; thence

North 66°45'11" East along said Excluded Area and land now or formerly Alan B. & Jeanne Carbone, a distance of 506.57 feet to an iron rod set on the westerly side of Matthew Drive; thence

Southeasterly along said Matthew Drive by a non-tangent curve to the left having a radius of 225.00 feet and an arc distance of 5.11 feet (chord bearing South 51°12'02" East, a distance of 5.11 feet) to an iron rod set; thence

South 51°50'57" East along said Matthew Drive, a distance of 84.96 feet to an iron rod set at an Excluded Area; thence

South 16°36'46" East along said Excluded Area, a distance of 32.84 feet to an iron rod set at land now or formerly Steven R. & Lisa M. Hamlin; thence

South 55°58'13" West along land of said Hamlin, a distance of 556.43 feet to an iron rod set in water at an Excluded Area; thence

South 55°58'13" West along said Excluded Area, a distance of 61.68 feet to an iron rod set; thence

North 80°24'25" East along said Excluded Area, a distance of 57.61 feet to an iron rod found at land now or formerly the Christian Family Trust; thence

South 12°38'30" East along land of said Christian Family Trust and land now or formerly Richard R. & Janice M. Deshaies, a distance of 243.45 feet to a field stone bound found; thence

South 12°36'19" East along land of said Deshaies, land now or formerly Anil R. & Sheetal A. Mistry and land now or formerly Michael Murphy, a distance of 340.42 feet to an iron rod found; thence

North 79°04'48" East along land of said Murphy, a distance of 200.83 feet to a drill hole found at the beginning of a stonewall; thence

North 79°11'22" East along said stonewall and land of said Murphy, a distance of 595.12 feet to a drill hole found; thence

North 80°03'11" East along said stonewall and land of said Murphy, a distance of 141.86 feet to a drill hole found at the end of said stonewall; thence

North 80°05'02" East along land of said Murphy, a distance of 214.83 feet to a drill hole found at the corner of a stonewall; thence

North 80°15'34" East along said stonewall and land of said Murphy, a distance of 192.26 feet to an iron rod found at land now or formerly Susan Toll Degregorio; thence

South 14°05'51" East along said stonewall, land of said Degregorio and land now or formerly the Seifert Family Trust, a distance of 375.85 feet to a drill hole; thence

South 15°09'35" East along said stonewall and land of said Seifert Family Trust, a distance of 69.32 feet to a drill hole found; thence

South 03°22'50" East along said stonewall, land of said Seifert Family Trust and land now or formerly John F. Vargas III, a distance of 253.95 feet to a drill hole found; thence

South 01°22'24" East along said stonewall and land of said Vargas, a distance of 233.72 feet to a drill hole found at land now or formerly Nathan & Lisa M. Littlefield; thence



South 00°35'48" East along said stonewall and land of said Littlefield, a distance of 123.30 feet to a drill hole found; thence

South 70°25'49" East along said stonewall and land of said Littlefield, a distance of 98.63 feet to a drill hole found; thence

South 54°29'54" East along said stonewall and land of said Littlefield, a distance of 34.78 feet to a drill hole found; thence

South 60°26'36" East along said stonewall and land of said Littlefield, a distance of 28.04 feet to a drill hole found; thence

South 68°10'35" East along said stonewall and land of said Littlefield, a distance of 50.01 feet to a drill hole found; thence

South 78°14'19" East along said stonewall and land of said Littlefield, a distance of 116.69 feet to a drill hole found; thence

South 82°49'51" East along said stonewall and land of said Littlefield, a distance of 48.11 feet to a drill hole found; thence

South 15°46'56" East along said stonewall and land of said Littlefield, a distance of 12.44 feet to a drill hole found; thence

North 78°28'14" East along said stonewall and land of said Littlefield, a distance of 26.92 feet to a drill hole found; thence

South 82°19'08" East along said stonewall and land of said Littlefield, a distance of 26.68 feet to a drill hole found; thence

South 67°55'23" East along said stonewall, land of said Littlefield and land now or formerly the Cianci Family Irrevocable Trust, a distance of 78.88 feet to a drill hole found; thence

South 43°47'00" East along said stonewall and land of said Cianci Trust, a distance of 50.26 feet to a drill hole found; thence

South 62°00'55" East along said stonewall and land of said Cianci Trust, a distance of 64.34 feet to a drill hole found; thence

South 45°49'00" East along said stonewall and land of said Cianci Trust, a distance of 7.31 feet to a drill hole found; thence

South 69°43'13" East along said stonewall and land of said Cianci Trust, a distance of 75.44 feet to a drill hole found; thence

South 78°22'29" East along said stonewall and land of said Cianci Trust, a distance of 39.87 feet

to a drill hole found; thence

North 80°32'53" East along said stonewall and land of said Cianci Trust, a distance of 30.08 feet to a drill hole found; thence

North 62°23'14" East along said stonewall and land of said Cianci Trust, a distance of 27.33 feet to a drill hole found at land now or formerly Michael J. & Harlene L. Miller; thence

North 48°02'50" East along said stonewall and land of said Miller, a distance of 25.99 feet to a drill hole found; thence

North 37°34'57" East along said stonewall and land of said Miller, a distance of 86.92 feet to a drill hole found; thence

North 32°05'09" East along said stonewall and land of said Miller, a distance of 52.74 feet to a drill hole found; thence

North 17°46'46" East along said stonewall and land of said Miller, a distance of 9.01 feet to a drill hole found; thence

North 41°09'42" East along said stonewall and land of said Miller, a distance of 7.84 feet to a drill hole found; thence

South 54°18'32" East along said stonewall and land of said Miller, a distance of 52.67 feet to a drill hole found; thence

South 67°59'42" East along said stonewall and land of said Miller, a distance of 11.12 feet to a drill hole found; thence

North 82°54'09" East along said stonewall and land of said Miller, a distance of 4.63 feet to a drill hole found; thence

North 70°12'36" East along said stonewall and land of said Miller, a distance of 10.13 feet to a drill hole found; thence

North 50°23'19" East along said stonewall and land of said Miller, a distance of 43.99 feet to a drill hole found; thence

North 45°13'19" East along said stonewall and land of said Miller, a distance of 26.89 feet to a drill hole found on the westerly side of said Zion Hill Road; thence

South 31°46'34" East along said stonewall and said Zion Hill Road, a distance of 58.80 feet to a drill hole found; thence

South 27°52'20" East along said stonewall and said Zion Hill Road, a distance of 59.86 feet to an iron rod found at land now or formerly Mark & Danielle Trudel; thence



South 62°06'25" West along land of said Trudel, a distance of 399.97 feet to an iron rod found; thence

South 26°15'04" East along land of said Trudel, a distance of 124.92 feet to an iron rod found at land now or formerly Christopher M. & Rachel A. York; thence

South 26°13'33" East along land of said York, a distance of 139.97 feet to an iron rod found at land now or formerly Edmund Joseph Daher; thence

South 26°17'50" East along land of said Daher, a distance of 135.20 feet to an iron rod set at land now or formerly Rebecca L. & Marc J. Messina; thence

South 60°12'35" East along of said Mussina, a distance of 86.07 feet to an iron rod found at land now or formerly Salavatore & Teresa Cianciolo; thence

South 39°44'22" West along land of said Cianciolo, a distance of 155.57 feet to a point on the northeasterly side of Hummingbird Lane; thence

North 50°17'11" West along said Hummingbird Lane, a distance of 125.51 feet to a point; thence

Northwesterly along said Hummingbird Lane by a curve to the right having a radius of 950.00 feet and an arc distance of 37.05 feet (chord bearing North 49°10'08" West, a distance of 37.05 feet) to point; thence

North 48°03'06" West along said Hummingbird Lane, a distance of 208.31 feet to a point at land now or formerly Stonebrook Land Developers LLC; thence

North 41°56'54" East along land of said Stonebrook Land Developers LLC, a distance of 150.00 feet to an iron rod found; thence

North 44°50'16" West along land of said Stonebrook Land Developers LLC, a distance of 220.11 feet to an iron rod found at land now or formerly Rebecca M. Rendina; thence

North 68°32'08" West along land of said Rendina, a distance of 84.62 feet to an iron rod found; thence

South 82°05'42" West along land of said Rendina, a distance of 180.01 feet to an iron rod found at land now or formerly Stonebrook Land Developers LLC; thence

South 61°47'59" West along land of said Stonebrook Land Developers LLC, a distance of 161.53 feet to an iron rod found at land now or formerly Peter G. & Jessica M. Buckley; thence

South 56°20'46" West along land of said Buckley, a distance of 141.58 feet to an iron rod found at land now or formerly Stonebrook Land Developers LLC; thence

South 52°05'12" West along land of said Stonebrook Land Developers LLC, a distance of 230.15 feet to an iron rod found; thence

South 08°55'27" East along land of said Stonebrook Land Developers LLC, a distance of 125.08 feet to an iron rod found; thence

North 73°49'00" East along land of said Stonebrook Land Developers LLC, a distance of 150.00 feet to a point on the westerly side of said Hummingbird Lane; thence

Southeasterly and northeasterly along said Hummingbird Lane by a curve to the left having a radius of 60.00 feet and an arc distance of 168.22 feet (chord bearing North 83°15'00" East, a distance of 118.29 feet) to point; thence

Northeasterly along said Hummingbird Lane by a curve to the right having a radius of 50.00 feet and an arc distance of 41.03 feet (chord bearing North 26°26'08" East, a distance of 39.89 feet) to point; thence

North 49°56'34" East along said Hummingbird Lane, a distance of 43.41 feet to a point; thence

Northeasterly along said Hummingbird Lane by a curve to the right having a radius of 200.00 feet and an arc distance of 52.93 feet (chord bearing North 57°31'27" East, a distance of 52.77 feet) to point; thence

North 65°06'21" East along said Hummingbird Lane, a distance of 77.50 feet to a point at land now or formerly Stonebrook Land Developers LLC; thence

South 24°53'39" East along land of said Stonebrook Land Developers LLC, a distance of 150.00 feet to an iron rod found; thence

South 59°46'34" East along land of said Stonebrook Land Developers LLC, a distance of 141.12 feet to an iron rod found at land now or formerly Christopher & Katie Cote; thence

South 11°35'25" East along land of said Cote, a distance of 186.54 feet to an iron rod found at land now or formerly Allison M. Hart; thence

South 39°15'44" East along land of said Hart, a distance of 163.59 feet to an iron rod found at land now or formerly Stonebrook Land Developers LLC; thence

South 50°18'06" East along land of said Stonebrook Land Developers LLC, a distance of 149.87 feet to a mag nail found in a 12" oak tree at land now or formerly Vandana Sai Poovala; thence

South 65°58'57" East along land of said Poovala, a distance of 155.91 feet to an iron rod found at land now or formerly Joseph M. Jelson; thence

South 75°09'47" East along land of said Jelson, a distance of 151.81 feet to an iron rod found; thence



North 35°21'59" East along land of said Jelson, a distance of 195.00 feet to a point on the southerly side of said Hummingbird Lane; thence

Southeasterly along said Hummingbird Lane by a curve to the left having a radius of 200.00 feet and an arc distance of 165.32 feet (chord bearing South 78°18'48" East, a distance of 160.65 feet) to point; thence

North 78°00'25" East along said Hummingbird Lane, a distance of 115.24 feet to a point; thence

Southeasterly along said Hummingbird Lane by a curve to the right having a radius of 20.00 feet and an arc distance of 30.99 feet (chord bearing South 57°36'06" East, a distance of 27.98 feet) to point on the westerly side of said Zion Hill Road; thence

South 13°12'38" East along said Zion Hill Road, a distance of 12.64 feet to the point of beginning.

#### **EXCEPTING THEREFROM**

Excepting from the above description, the following parcel of land shown as Map 46 Lot 6496 on said plan reference and further described as follows:

Beginning at a drill hole found at a corner of stonewall at the northeasterly corner of the herein described premises, said drill hole is located approximately 765 feet southeasterly of the southwesterly corner of land now or formerly Michael Murphy; thence

South 11°22'51" East, a distance of 211.68 feet to a field stone bound found; thence

South 81°19'19" West, a distance of 1,045.59 feet to a field stone bound found; thence

North 04°37'50" East, a distance of 198.36 feet to a drill hole found in a stonewall; thence

North 80°01'45" East along said stonewall, a distance of 322.93 feet to a drill hole set; thence

North 80°13'48" East along said stonewall, a distance of 242.18 feet to a drill hole set; thence

North 80°26'39" East along said stonewall, a distance of 425.01 feet to the point of beginning.

Said parcel containing approximately 206,492 square feet or 4.74 acres.

Said Easement containing approximately 15,129,900 square feet or 347.33 acres and is subject to all matters as shown on the Survey Plan.

#### **SUBJECT TO**

Restrictions from the Land and Water Conservation Program (LWCF) contained in NH Project #33-00354 which includes a requirement that the following properties acquired through the following deed references cannot be converted to other than public outdoor recreation use

without the written approval of the Secretary of the U.S. Department of Interior: RCRD Book 2348, Page 1971; Book 2361, Page 1492; 2361, Page 1495; and 2362, Page 1129.

Notes, restrictions and easements set forth in the deeds recorded in the Rockingham County Registry of Deeds at Book 2387, Page 1318; Book 2361, Page 1495; Book 2362, Page 1129; Book 2361, Page 1492; Book 1512, Page 439; Book 912, Page 226; Book 912, Page 227; Book 1308, Page 173; Book 3101, Page 2550; Book 5811, Page 2363; Book 5718, Page 1256.

Easement to Granite State Electric Co. and New England Telephone and Telegraph at Book 2658, Page 2015.

Easements to Granite State Electric Co. and New England Telephone and Telegraph at Book 2690, Page 1078 and Book 2345, Page 484, to the extent applicable.

Drainage easement recorded at Book 2015, Page 165.

Access easement recorded at Book 2242, Page 1193.

All matters shown on the Plans recorded in the Rockingham County Registry of Deeds as Plan Nos. D-40039, D-39821, D-39481, D39379, D-38216, D-29207, D-26011, D-24616, D-24100, D-23973, D-20548, D-19095, C-16492, C-9625, D- 9286, C-9009, D-8429, C-8215, D-4003, C-3423, D-3015, #0961 and #0539.

A Warranty Deed of Executory Interest to the State of New Hampshire recorded herewith.

**MEANING AND INTENDING** to describe all and the same premises conveyed to the Town of Salem through the following deeds recorded at the Rockingham County Registry of Deeds at Book 5811, Page 2363; Book 5718, Page 1256; Book 3291, Page 1689; Book 3262, Page 2150; Book 3101, Page 2550; Book 2936, Page 1147; Book 2722, Page 2627; Book 2474, Page 1546; Book 2387, Page 1318; Book 2362, Page 1129; Book 2361, Page 1492; Book 2361, Page 1495; Book 2348, Page 1971; Book 2238, Page 175; Book 2144, Page 311; and Book 1672, Page 055.