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Return to: Piscataquog Watershed Association  
5A Mill St  
New Boston, NH 03070

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STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
***** THOUSAND \$ HUNDRED AND 40 DOLLARS			
MO. DAY YR.	AMOUNT		
05/19/2004	662879 \$ *****40.00		
VOID IF ALTERED			

### CONSERVATION EASEMENT DEED

This CONSERVATION EASEMENT DEED is made this 19<sup>th</sup> day of May, 2004, by James E. M. Coughlin, Jr., Trustee of Holly Hill Farm Trust, a New Hampshire trust having a place of business at 26 Wellesley Drive, Town of Bedford, County of Hillsborough, State of New Hampshire, hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, successors in title, heirs and/or assigns), in favor of the **Piscataquog Watershed Association** (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, includes the Grantee's successors and/or assigns), a voluntary (non-profit) corporation duly organized and existing under the laws of the State of New Hampshire, with an address of 5A Mill Street, New Boston, County of Hillsborough, State of New Hampshire 03070, having been determined by the Internal Revenue Service to be a Section 501(c)(3) income tax exempt, publicly supported organization.

This transaction is entitled to the minimum transfer tax.

#### WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Town of Weare, County of Hillsborough, State of New Hampshire, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses natural, scenic, open space, wildlife habitat, and recreational values (collectively, "Conservation Values") of great importance to the Grantor and the people of Weare; and

WHEREAS, the Property includes, in particular, a forested/stream habitat utilized as an active wildlife travel corridor connecting significant additional protected open spaces; and

WHEREAS, the Property contains beaver ponds and other wetland and water resource areas utilized by aquatic birds, amphibians, and aquatic furbearers; and

WHEREAS, the Property contains important deer wintering areas; and

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

WHEREAS, the Grantor intends that this grant be consistent with applicable provisions of New Hampshire RSA 477:45-47 and of the Internal Revenue Code 170(h), as it may be amended; and

WHEREAS, these Conservation Values are consistent with the clearly delineated open space conservation goals and the goals of the Cluster Housing Ordinance objectives stated in the Master Plan of the Town of Weare which reads: "To protect areas of unusual natural, scenic, or historic value deserving protection from inappropriate development", and with New Hampshire RSA 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, and wildlife resources"; and

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

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of New Hampshire and in particular New Hampshire RSA 477:45-47, Grantor hereby voluntarily grants and conveys to Grantee, with WARRANTY COVENANTS, a perpetual Conservation Easement in gross over and on the Property exclusively for conservation purposes of the nature and character and to the extent herein set forth ("Easement").

**1. PURPOSES.**

The purposes of this Easement are to assure that the Conservation Values of the Property, as expressed herein, are protected, and to prevent any use of the Property that will significantly impair or interfere with the ecological integrity or Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purposes of this Easement.

**2. USE LIMITATIONS.**

Any activity on, or use of, the Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following limitations of activities and uses are expressly imposed on the Property:

A. The Property shall be maintained in perpetuity as open space and no industrial or commercial use or activity shall be conducted thereon except forestry, as described below.

i. For the purposes hereof, "forestry" shall be limited to timber management for the sole purpose of improving wildlife habitat. Such forestry shall be performed

in accordance with a written forest management plan, consistent with the terms of this Easement, prepared by a licensed professional forester or other qualified person, who has been approved in advance and in writing by the Grantee. Said plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least sixty (60) days prior to said harvesting date. Such plan shall also be reviewed and approved or amended and approved in writing by a wildlife biologist, who has been approved in advance and in writing by the Grantee.

ii. At least sixty (60) days prior to commencing a timber harvest, Grantor or subsequent owner shall submit to Grantee a written certification, signed by a licensed professional forester or other qualified person approved in advance and in writing by the Grantee, that such plan conforms with the terms of this Easement and has been reviewed, amended as necessary, and approved by a wildlife biologist approved in advance and in writing by the Grantee. Grantee may request the Grantor or subsequent owner to submit the plan itself to Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

iii. The plan shall articulate wildlife habitat improvement goals and objectives, and shall specifically address long-term protection of habitat values.

iv. Timber harvesting shall be conducted in accordance with said plan and shall be supervised by a licensed professional forester or by other qualified person approved in advance and in writing by the Grantee.

v. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental 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. See *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices* (New Hampshire Forest Sustainability Work Team) or similar successor publication provided by the Grantee.

B. The Property shall not be subdivided or otherwise divided *de facto* into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety and subject to this Conservation Easement.

C. No building, structure or improvement of any kind, including but not limited to, a dwelling, septic system, tennis court, dock, swimming pool, aircraft landing strip, tower, mobile home or commercial structure shall be constructed, placed or introduced onto the Property. Provided, however, that ancillary structures and improvements, including but not limited to, a temporary road for logging purposes, fence, bridge, culvert, wildlife blind, or nesting box may be constructed, placed or introduced onto the Property, but

only as necessary for the accomplishment of the forestry, habitat management, low impact, non-commercial, outdoor recreational, or conservation uses of the Property, and provided that they are not detrimental to the purposes of this Easement, and only after the prior written notification to and written approval of the Grantee.

- i. For purposes of this Easement, low-impact, noncommercial, outdoor recreational activities include, but are not limited to, such activities as hiking, cross-country skiing, and snowshoeing.

D. No removal, tilling or other disturbance of the soil surface and no changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed that would be likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters, or would be likely to harm state or federally recognized rare, endangered or threatened species of special concern. Such determination of harm shall be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species. Furthermore, none of the aforementioned activities shall be allowed except as necessary for the accomplishment of the forestry, habitat management, low-impact, noncommercial outdoor recreational, or conservation uses of the Property, and provided that they are not detrimental to the purposes of this Easement. Prior to the commencement of any such activities, all necessary federal, state and local permits and approvals shall be obtained.

E. No outdoor advertising structure such as signs or billboards shall be displayed on the Property except as necessary for the accomplishment of the forestry, habitat management, low impact outdoor recreational, or conservation uses of the Property and provided that such structures are not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, peat, sand, sod, top soil or other similar materials on the Property, except in connection with any improvements made pursuant to paragraphs C, D, & E above. No materials so removed shall be removed from the Property.

G. There shall be no application, dumping, or burial of materials then known to be or suspected of being environmentally hazardous; further, there shall be no dumping or other disposal of other wastes, refuse or debris on the Property, except that which is generated by activities permitted herein.

H. Grantor or subsequent owner shall not grant permission for motorized or wheeled vehicles to be used on the Property, including, but not limited to, snowmobiles, dirt bikes, mountain bikes, or all-terrain vehicles, except for emergency medical or extraordinary contingencies requiring their use or as necessary in the accomplishment of the forestry, habitat management, or conservation uses of the Property, and, further, Grantor or subsequent owner shall undertake reasonable efforts to assure that no such vehicles are used on the Property.

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I. Hunting and fishing are permissible, subject to applicable State and Federal rules and regulations only.

**3. RESERVED RIGHTS.**

Grantor or subsequent owner reserves all rights accruing from ownership of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement.

A. Grantor or subsequent owner reserves the right to construct and maintain the two detention ponds and drainage swales and slopes, as necessary, for the construction of the abutting 46-lot cluster subdivision known as Holly Hill Farm, all as shown on plans of land entitled "Subdivision Plan of Land, Holly Hill Farm, Tax Map 405, Lot 73, Flanders Memorial Road, Weare, New Hampshire," scale: 1 inch =60 feet, prepared by Eric C. Mitchell and Associates, dated March 20, 2003 and latest revision dated November 10, 2003 and recorded in the Hillsborough County Registry of Deeds as Plan # 33175.

B. Grantor or subsequent owner reserves the right to remove only as much gravel, rock, and other material from the Property as is necessary for initial construction of the Holly Hill Farm subdivision referenced above, and provided all necessary erosion and sedimentation control devices are in place during said construction and, further, provided disturbed areas on the Property are permanently stabilized following disturbance.

**4. RIGHTS OF GRANTEE.**

To accomplish the purposes of this Easement, the following rights are conveyed to Grantee:

- a) To preserve and protect the Conservation Values of the Property;
- b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement;
- c) To prevent any activity on, or use of, the Property that is inconsistent with the purposes of this Easement, and at its discretion to require the restoration of such areas or features of the Property as may be damaged by any inconsistent activity or use, pursuant to Section 6 hereof.
- d) To place appropriate signage around the easement property boundary for the purpose of making the bounds clearly recognizable to those having rights of use.

**5. NOTICE OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTION.**

The purpose of requiring Grantor or subsequent owner to notify Grantee prior to undertaking certain permitted activities, such as is provided for in Section 2, is to afford Grantee an opportunity to ensure that the activities in question are designed in a manner consistent with the purposes of this Easement. Whenever notice is required Grantor or subsequent owner shall notify Grantee in writing not less than sixty days (60) prior to the date Grantor or subsequent owner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Easement. Where Grantee's

approval is required, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor or subsequent owner's written request therefor. Grantee's approval shall not be unreasonably withheld. All notices 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 Grantor or subsequent owner and Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

**6. BREACH OF EASEMENT.**

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor or subsequent owner in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor or subsequent owner shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, terminate said conduct, and repair any damage. The Grantor or subsequent owner shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor or subsequent owner fails to take proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this Easement, undertake such actions as are reasonably necessary to cure such breach, terminate such conduct, or repair any damage. The costs thereof, including the Grantee's expenses, court costs, and legal fees shall be paid by the Grantor or subsequent owner, provided that the Grantor or subsequent owner is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor or subsequent owner for any injury to or change in the Property resulting from causes beyond the Grantor or subsequent owner's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor or subsequent owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor or subsequent owner reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the purposes of this Easement.

F. Any delay or forbearance by Grantee in exercising its rights under this Easement shall not be deemed or construed to be a waiver by Grantee of its rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor or subsequent owner shall impair such right or remedy, or be construed as a waiver thereof.

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**7. REAL ESTATE TAXES, MAINTENANCE.**

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

**8. CONDEMNATION.**

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor or subsequent owner and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor or subsequent owner and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of the Grantor or subsequent owner's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

**9. BENEFITS, BURDENS AND ASSIGNMENT.**

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government or any subdivision of either of them, consistently 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) of said Code and applicable regulations promulgated thereunder, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. As a condition of such assignment, Grantee shall require that the purposes that this Easement is intended to advance, continue to be carried out. Any such assignee or transferee shall have like power of assignment or transfer.

**10. ADDITIONAL EASEMENT.**

Should the Grantor or subsequent owner determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor or subsequent owner may execute an additional instrument to that effect, provided that the purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 9 above accepts and records the additional easement.

**11. SUBSEQUENT TRANSFERS.**

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Grantor or subsequent owner agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor or subsequent owner divests him/herself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor or subsequent owner further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor or subsequent owner to perform any act required by this Section shall not impair the validity or enforceability of this Easement.

**12. GENERAL PROVISIONS.**

A. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of New Hampshire.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

13. It is the intent of the Grantor to convey this Open Space Property to the Town of Weare subject to the terms and conditions of this Conservation Easement and, therefore, all references herein to Grantor shall also mean the Town of Weare or subsequent owners, if any.

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

IN WITNESS WHEREOF, I (we) have hereto set my (our) hand(s) this 19<sup>TH</sup>  
day of MAY, 2004.

Holly Hill Farm Trust

Holly Hill Farm Trust

Grantor

James E. M. Coughlin, Jr.

Trustee

Grantor

The State of New Hampshire  
County of HILLSBOROUGH

Personally appeared JAMES E.M. COUGHLIN, JR. and  
who acknowledged the foregoing to be  
his/~~her/their~~ voluntary act and deed.

Before me,

Alexander S. Buchanan  
Justice of the Peace/Notary Public

My commission expires:

ALEXANDER S. BUCHANAN  
My Comm Expires 10/10/06

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ACCEPTED: **Piscataquog Watershed Association**

By: Margaret Watkins  
Type name: Margaret S. Watkins  
Title: Executive Director  
Duly Authorized

The State of New Hampshire  
County of Hillsborough

Personally appeared Margaret Watkins ~~and~~  
who acknowledged the foregoing to be  
~~his/her/their~~ voluntary act and deed.

Before me, Jed Callen, Esq.  
Justice of the Peace/Notary Public  
My commission expires: 5/19/04

### SCHEDULE OF EXHIBITS

#### A. Legal Description of Property Subject to Easement

#### EXHIBIT A

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## EXHIBIT A

LEGAL DESCRIPTION  
OPEN SPACE DESCRIPTION  
HOLLY HILL FARM  
FLANDERS MEMORIAL ROAD  
WEARE, NH.

Land being reserved as Open Space, as shown on plans entitled "Subdivision Plan of Land, "Holly Hill Farm", Tax Map 405 Lot 73; Flanders Memorial Road, Weare, NH. Owner: Jean T., John B. & Cynthia C. Paulding. Applicant: Holly Hill Farm Trust. Dated March 20, 2003 and last revised 11/10/03. Scale: 1"=300' and prepared by Eric C. Mitchell & Assoc. Inc. and recorded at the Hillsborough County Registry of Deeds as Plan # 33175.

Beginning at a drill hole at the end of a stonewall at the southwesterly corner of the herein described parcel, located on the northerly side of Flanders Memorial Road, said point being the common front property corner of Tax Map 405 Lot 73 and Tax Map 407 Lot 71 and also being the POINT OF BEGINNING; thence,

North 08°04'11" East along said stonewall, a distance of 37.73 feet to a drill hole at the end of said stonewall; thence,

North 04°31'01" East, a distance of 14.44 feet to a drill hole at the beginning of a stonewall; thence,

North 08°18'10" East along said stonewall, a distance of 196.00 feet to a drill hole; thence,

North 08°37'14" East along said stonewall, a distance of 155.27 feet to an iron pin; thence,

North 08°31'46" East along said stonewall, a distance of 339.92 feet to an iron pin; thence,

North 10°20'05" East along said stonewall, a distance of 28.19 feet to a drill hole; thence,

North 09°23'19" East along said stonewall, a distance of 30.33 feet to a drill hole; thence,

North 08°23'56" East along said stonewall, a distance of 198.56 feet to an iron pin; thence,

North 23°43'42" East along said stonewall, a distance of 9.41 feet to an iron pin; thence,

North 01°06'00" West along said stonewall, a distance of 11.96 feet to an iron pin; thence,

North 06°41'33" East along said stonewall, a distance of 41.35 feet to an iron pipe; thence,

North 09°04'23" East along said stonewall, a distance of 219.38 feet to a drill hole; thence,

North 08°22'14" East along said stonewall, a distance of 337.86 feet to an iron rod; thence,

North 08°07'54" East along said stonewall, a distance of 387.13 feet to a drill hole; thence,

North 07°08'32" East along said stonewall, a distance of 87.74 feet to a drill hole at a wall corner; thence,

North 08°03'04" East, a distance of 887.23 feet to a drill hole at the beginning of a stonewall; thence,

North 08°09'14" East along said stonewall, a distance of 19.15 feet to a drill hole at the

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intersection of stonewalls; thence,  
 North 07°44'26" East along said stonewall, a distance of 104.32 feet to a drill hole; thence,  
 North 13°33'00" East along said stonewall, a distance of 49.77 feet to a drill hole; thence,  
 North 10°05'20" East along said stonewall, a distance of 87.97 feet to a drill hole; thence,  
 North 05°17'52" East along said stonewall, a distance of 43.24 feet to a drill hole; thence,  
 North 27°58'14" East along said stonewall, a distance of 11.84 feet to a drill hole at the end of  
 said stonewall; thence,  
 North 09°02'53" East, a distance of 279.73 feet to a drill hole at the beginning of a stonewall;  
 thence,  
 North 08°52'05" East along said stonewall, a distance of 206.20 feet to a drill hole; thence,  
 North 07°30'19" East along said stonewall, a distance of 83.99 feet to a drill hole at the end of  
 said stonewall; thence,  
 North 11°05'48" East, a distance of 297.09 feet to a drill hole at the corner of a stonewall. The  
 last 26 courses being by said Tax Map 407 Lot 71 and Tax Map 404 Lot 96; thence,  
 South 82°49'20" East along said stonewall, a distance of 123.10 feet to a drill hole; thence,  
 South 80°32'40" East along said stonewall, a distance of 42.96 feet to a drill hole; thence,  
 South 82°51'34" East along said stonewall, a distance of 283.15 feet to a drill hole; thence,  
 South 79°50'45" East along said stonewall, a distance of 58.95 feet to a drill hole; thence,  
 South 84°07'33" East along said stonewall, a distance of 210.83 feet to a drill hole at the  
 intersection of stonewalls. The last five courses being along Tax Map 404 Lot 87; thence,  
 South 81°15'35" East along said stonewall, a distance of 312.00 feet to a drill hole at the end of  
 said stonewall; thence,  
 Continuing easterly along said line South 81°15'35" East, a distance of 276.30 feet to a point;  
 thence,  
 North 08°57'13" East, a distance of 416.30 feet to a 38" ancient ash tree with barbed wire. The  
 last three courses being along Tax Map 405 Lot 97; thence,  
 North 80°01'18" East, a distance of 438.59 feet to an iron pipe; thence,  
 North 72°14'16" East, a distance of 200.46 feet to an iron pipe; thence,  
 North 44°47'30" East, a distance of 94.84 feet to an iron pipe; thence,  
 North 29°44'25" East, a distance of 262.01 feet to an iron pin; thence,  
 North 65°32'57" East, a distance of 127.02 feet to an iron pin; thence,  
 South 82°03'47" East, a distance of 456.45 feet to an iron pin. The last six courses being along  
 Tax Map 405 Lot 88.1; thence,

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South 07°03'48" West along Tax Map 405 Lot 86, a distance of 825.10 feet to a point located on the northerly side of a future right of way to be deeded to the town of Weare; thence,  
North 83°14'45" West along said future right of way, a distance of 49.22 feet to the southeasterly corner of Tax Map 405 Lot 73-15; thence,  
North 04°15'37" East along said lot 73-15, a distance of 397.00 feet to the northeasterly corner of said lot 73-15; thence,  
South 84°18'55" West along the northerly side of said lot 73-15 & lot 73-16, a distance of 363.76 feet to the northwesterly corner of said lot 73-16; thence,  
South 59°05'27" West along the northerly side of lots 73-17 & 73-18, a distance of 423.16 feet to the common lot corner of lots 73-18, 73-19 & 73-20; thence,  
North 82°37'04" West along said lot 73-20, a distance of 329.45 feet to a point; thence,  
South 07°22'56" West along said lot 73-20 and lot 73-28, a distance of 495.03 feet to the northeasterly corner of lot 73-29; thence,  
North 82°37'04" West along said lot 73-29, a distance of 150.10 feet to a point; thence,  
South 07°22'56" West along said lot 73-29, a distance of 336.57 feet to a point on the northerly side of Winterberry Lane; thence,  
North 72°33'30" West along said Winterberry Lane, a distance of 181.08 feet to the southeasterly corner of lot 73-30; thence,  
North 23°35'44" East along said lot 73-30, a distance of 473.74 feet to a point; thence,  
North 81°15'35" West along said lots 73-30 & 73-31, a distance of 231.89 feet to a point; thence,  
South 53°46'55" West, a distance of 79.58 feet to a point; thence,  
South 20°22'43" West, a distance of 166.65 feet to a point; thence,  
South 36°00'01" West, a distance of 271.97 feet to the southwestern most corner of Lot 73-31, as shown on sheet 6 of 40 of said plan; thence,  
North 80°52'50" East, a distance of 34.64 feet to a point; thence,  
Easterly along a curve to the right having a radius of 350.00 feet, an arc distance of 87.19 feet to said Winterberry Lane. The last five courses being along said lot 73-31; thence,  
South 05°09'12" West along said Winterberry Lane, a distance of 50.00 feet to a point; thence,  
Westerly along a curve to the left having a radius of 300.00 feet, an arc distance of 74.73 feet to a point; thence,  
South 80°52'50" West, a distance of 119.83 feet to a point; thence,  
South 05°24'58" East, a distance of 383.40 feet to a point. The last three courses being along lot 73-32; thence,

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South 76°28'25" East along said lot 73-32 & lot 73-33, a distance of 358.47 feet to a point; thence,

South 06°14'39" West, a distance of 100.00 feet to a point; thence,

North 81°41'34" East, a distance of 266.44 feet to a point at lot 73-35. The last two courses being along lot 73-34; thence,

South 07°22'56" West along said lot 73-35, a distance of 424.67 feet to a point at Tax Map 405 Lot 72; thence,

North 84°41'01" West, a distance of 249.49 feet to an iron pin; thence,

South 08°06'24" West, a distance of 266.73 feet to a bolt in a drill hole located at the end of a stonewall; thence,

South 08°02'49" West, a distance of 211.51 feet to a bolt in a drill hole. The last three courses being along said Tax Map 405 Lot 72; thence,

South 39°03'09" West along Tax Map 405 Lot 73.2, a distance of 499.38 feet to a point; thence,

South 32°53'12" East along said Tax Map 405 Lot 73.2, a distance of 68.00 feet to a granite bound; thence,

South 50°11'43" West along Tax Map 405 Lot 69, a distance of 469.17 feet to a point; thence,

North 31°23'32" West along said Tax Map 405 Lot 69, a distance of 90.00 feet to an iron pin; thence,

South 58°15'21" West along said Tax Map 405 Lots 69 & 73.1, a distance of 664.86 feet to an iron pin; thence,

South 17°05'25" West along said Tax Map 405 Lot 73.1, a distance of 347.39 feet to an iron pipe; thence,

North 81°41'52" West along Tax Map 407 Lot 72.1, a distance of 146.14 feet to an iron pipe; thence,

South 08°16'58" West along said Tax Map 407 Lot 72.1, a distance of 643.69 feet to an iron pipe on the northerly side of Flanders Memorial Road; thence,

South 79°16'38" West along said Flanders Memorial Road, a distance of 53.11 feet to the POINT OF BEGINNING.

Meaning and intending to describe Lot 73.

Containing 4,288,221 square feet or 98.44 acres, more or less.

BK 7237PG2055