

CONSERVATION EASEMENT DEED

Kingsbury Timber Corporation, a New Hampshire non-profit corporation, with a mailing address care of Wagner Woodlands Inc., P.O. Box 128, Town of Lyme, County of Grafton, 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, heirs and/or assigns), for consideration paid, grant to the Town of Weare, of P.O. Box 300, Weare, situated in the County of Hillsborough, State of New Hampshire, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in the Town of Weare, County of Hillsborough, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

1. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To preserve the land subject to this easement for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and
3. To preserve open spaces, particularly the productive forest land, of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public and consistent 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 in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources", to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance."

Said purposes are all consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land situated in the Town of Weare, County of Hillsborough, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

This Conservation Easement Deed does not constitute homestead property.

This woodland Property, consisting of approximately 106.6 acres, protects much of the southern flank of Toby Hill and over 1/2 mile of scenic undeveloped frontage on NH Route 149. Its soils, classified by the U.S. Soil Conservation Service as Group IA and Group IB forest soils, support a very productive mixed hardwood/hemlock forest. An approximately 5 acre freshwater marsh on the Property is used by breeding waterfowl, as well as migrating birds. In addition, this marsh is used by wildlife as part of a larger travel corridor along the Piscataquog River drainage. This property protects a portion of the river's headwaters. These significant conservation values are set forth in detail in baseline documentation entitled "Kingsbury Timber Easement Baseline Documentation" on file with the Grantee.

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

1. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.

i. For the purposes hereof "agriculture" and "forestry" shall include agriculture, animal husbandry, floricultural and horticultural activities; the production of plant and animal products for domestic or commercial purposes, for example the growing and stocking of Christmas trees or forest trees of any size capable of producing timber, and the processing and sale of products produced on the Property, for example, pick-your-own fruits and vegetables, maple syrup and other forest products; and the cutting and sale of timber and other forest products not detrimental to the purposes of this easement.

ii. Agriculture and forestry on the Property shall be performed to the extent reasonably practicable in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative

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Extension Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety.

C. No dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, mobile home or other structures and improvements of any kind shall be constructed, placed or introduced onto the Property except for ancillary structures or improvements such as a road, utility, dam, fence, bridge, culvert, barn, maple sugar house or shed which only may be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site, land-based agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property and only so long as they are not detrimental to the purposes of this easement.

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

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

i. Are commonly necessary in the accomplishment of the forestry, agricultural, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and

ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire 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; and

iii. Are not detrimental to the purposes of this easement;

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

F. There shall be no mining, quarrying, excavation or extraction of rocks, minerals, gravel, sand, top soil or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of paragraphs A, C, D, or E above.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

H. The property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision approval or land use regulation process or in calculating allowable unit density.

2. RESERVED RIGHTS

A. Grantor reserves the right to maintain, repair or replace in-kind those utilities existing on the Property on the date of this conveyance. Such utilities shall include but not be limited to power and communication lines, subsurface sanitary waste disposal systems, and water supply facilities.

B. Grantor reserves the right to create ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active. The Grantor must notify the Grantee in writing before exercising this reserved right.

D. Grantor reserves the right to post against vehicles, motorized or otherwise.

E. Grantor reserves the right to post against hunting around livestock fields when livestock are present and against access on agricultural cropland during the planting and growing season but only with respect to annually harvested crops and on forest land during the harvesting of forest products or during the establishment of orchards, tree plantations, or Christmas trees.

3. AFFIRMATIVE RIGHTS OF GRANTEE

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

B. There is hereby conveyed pedestrian access to, on and across the Property for hunting, fishing and transitory passive recreational purposes, but not camping, by members of the public; but the Property may be posted

against such access or otherwise restricted by the Grantee in the public interest.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.

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

5. BENEFITS AND BURDENS

A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of New Hampshire or the U.S. Government or any subdivision of either of them consistently with Section 170 (c) (1) of the U.S. Internal Revenue Code, as amended, which government unit 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. Any such assignee or transferee shall have like power of assignment or transfer. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the property resulting from natural events beyond Grantor control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantor under emergency conditions to prevent,

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abate, or mitigate significant injury to the Property resulting from such causes.

7. 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 shall, and the Grantee at its sole option may, act to recover the full damages resulting from such taking with all incidental or direct damages awarded in the condemnation proceedings and all expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages (or proceeds) recovered shall be divided between Grantor and Grantee in proportion to the full and fair market values of the respective interest of the Grantor and Grantee in that part of the Property condemned, as determined at the time of the execution and delivery of this conservation Easement, taken as a proportion of the sum of said values. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantee or Grantor) who made the improvements. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

8. 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.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 1994.

KINGSBURY TIMBER CORPORATION

Jack Brum
Witness
Jack Brum

By: Henry Ng / Henry Ng
Henry Ng

The State of New York
County of New York ss.

Personally appeared Henry Ng who acknowledged the foregoing to be his voluntary act and deed on behalf of Kingsbury Timber Corporation.

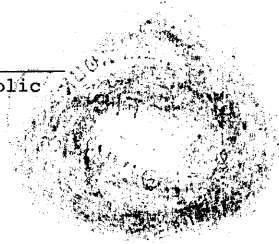
Before me,

Laura Alegre
Justice of the Peace/Notary Public

LAURA ALEGRE
Notary Public, State of New York
No. 4950631
Qualified in New York County 93
Commission Expires May 8, 19

ACCEPTED: Town of Weare

By: Merrill J. Shepard 11/19/91
Merrill J. Shepard, Chairman, Board of Selectmen
Duly Authorized



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APPENDIX A

Meaning and intending to describe a parcel of land located in Weare, N.H., as shown on "Conservation Easement Plan of Land, Kingsbury Timber Corp., Prepared for the Town of Weare, Weare, N.H.", prepared by Harry R. Murray and Family, Land Surveyors, Francestown, N.H., dated May 5, 1991, recorded as Plan #25356 in the Hillsborough County Registry of Deeds, further bounded and described as follows:

Beginning at a point being a stump with wire fence and at land now or formerly of William G. and Nancy L. Moy, said point also being on the northeasterly sideline of N.H. Route 149, so-called; thence along said Route the following courses and distances:

North $41^{\circ} 15'$ West one thousand two hundred fifty-one (1251.00) feet to a drill hole found at the start of a stonewall;

North $38^{\circ} 30'$ West one hundred ninety-nine (199.00) feet along said wall to a point;

North $41^{\circ} 30'$ West one hundred ninety-one (191.00) feet along said wall to a drill hole found;

North $41^{\circ} 45'$ West eighty-two (82.00) feet along said wall to a drill hole found at the end of said wall; thence continuing northwesterly along said Route on an arc of a curve to the right with a radius of two thousand eight hundred thirty-three (2833.00) feet a distance of three hundred ten (310) feet to a point; thence

North $34^{\circ} 00'$ West six hundred thirty-five (635.00) feet along said Route to a point; thence continuing northwesterly along said Route on an arc of a curve to the right with a radius of one thousand four hundred (1400.00) feet a distance of two hundred eight (208.00) feet to a point; thence

North $25^{\circ} 30'$ West three hundred thirty-eight (338.00) feet along said Route to a point; thence continuing northwesterly along said Route on an arc of a curve to the right with a radius of six hundred six (606.00) feet a distance of fifty-three (53.00) feet to a point at the intersection of said Route and Tobey Hill Road, so-called; thence along said Road the following courses and distances:

North $52^{\circ} 30'$ East two hundred sixty-five (265.00) feet to a point;

North $41^{\circ} 00'$ East one hundred twenty (120.00) feet to the start of a stonewall;

North $38^{\circ} 30'$ East sixty-nine (69.00) feet to the end of said stonewall;

North $46^{\circ} 30'$ East one hundred sixty-eight (168.00) feet to a point in a wire fence;

North $47^{\circ} 45'$ East ninety-six (96.00) feet to an iron rod set; thence turning and running along other land of the Grantor the following courses and distances:

South $42^{\circ} 30'$ East six hundred eighty-three (683.00) feet to an iron rod set;

North $30^{\circ} 30'$ East four hundred fifty-five (455.00) feet to an iron rod set;

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North 48° 30' West five hundred fifty (550.00) feet to an iron rod set on the easterly sideline of Tobey Hill Road and at the start of a stonewall; thence along said Road the following courses and distances:
 North 39° 45' East one hundred sixty-seven (167.00) feet to a point;
 North 29° 00' East two hundred fifty-eight (258.00) feet to the start of a stonewall;
 North 14° 00' East one hundred ninety-two (192.00) feet along said wall to a point;
 North 07° 30' East one hundred forty-six (146.00) feet along said wall to a point;
 North 06° 00' East one hundred ninety-seven (197.00) feet along said wall to a point;
 North 05° 00' East one hundred thirty-nine (139.00) feet along said wall to a point;
 North 24° 15' East one hundred fifty-seven (157.00) feet along said wall to a point;
 North 36° 00' East one hundred ninety-four (194.00) feet along said wall to a point;
 North 42° 00' East one hundred fifteen (115.00) feet along said wall to a point;
 North 24° 00' East one hundred seventy-six (176.00) feet along said wall to a point;
 North 75° 45' East ninety-six (96.00) feet along said wall to a point;
 South 87° 30' East one hundred twenty-one (121.00) feet along said wall to a drill hole found in a corner of stonewalls and at land now or formerly of Linwood and Linwood Jr. Huntington; thence along land of said Huntington and, in part, said stonewall and a wire fence the following courses and distances:
 South 01° 30' East one hundred sixty (160.00) feet along said wall to a point;
 South 00° 00' East one hundred seventy (170.00) feet along said wall to a drill hole found in a corner of said wall;
 North 90° 00' East forty-four (44.00) feet along said wall to a drill hole found in a corner of said wall;
 South 05° 30' East one hundred seventy-four (174.00) feet along said wall to a drill hole found in a corner of stonewalls;
 South 05° 30' East two hundred (200.00) feet along said wall to a point;
 South 07° 30' East two hundred (200.00) feet along said wall to a point;
 South 05° 45' East one hundred seventy-seven (177.00) feet along said wall to a drill hole found in a corner of said stonewall and at the start of said wire fence;
 South 12° 15' West one thousand two hundred eleven (1211.00) feet along, in part said wire fence and a red blazed line to a tree with wire fence in a corner of said fence;

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South 76° 30' East five hundred forty-four (544.00) feet along, in part said fence and along said blazed line to a thirty (30.00) inch stump in a corner of said fence;

South 00° 45' West one thousand two hundred eight (1208.00) feet along said fence and along said blazed line to a point and at land now or formerly of John H. Reade; thence

South 05° 00' West one thousand three hundred forty (1340.00) feet along said fence and said blazed line and along, in part, land of said Reade and, in part, land now or formerly of the Estate of James H. Hartleb and land now or formerly of William G. and Nancy L. Moy to the point of beginning, said parcel containing one hundred six and six tenths (106.6) acres, more or less.

The premises are subject to slope and embankment easements and rights contained in a deed to the State of New Hampshire executed by Paul C. Rockwood dated June 27, 1949 and recorded in the Hillsborough County Registry of Deeds in Book 1226 Page 113.

Meaning and intending to describe a portion of the premises conveyed to Kingsbury Timber Corporation by Quitclaim Deed of Anna McLaughlin King recorded June 1, 1990 at Book 5191 Page 532.

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