

Town of Nottingham
P.O. Box 114
139 Stage Road
Nottingham NH 03290



Office 603-679-9597 X1
Fax 603-679-1013
plan.zone@nottingham-nh.gov
www.nottingham-nh.gov

**Planning Board
Project Application**

Case#:	Project Name: <i>Curry Case</i>	Date: <i>July 28th 2016</i>
--------	---------------------------------	--

Formal Application(s):

Subdivision Type: Conventional Open Space LLA

Site Plan Review: Conventional Change of Use

Concurrent Subdivision/ Site Plan Review

Amendment to Approval of: Subdivision Site Plan Other

Total Acreage:	<i>169.8</i>	Current Use Acreage:	<i>168.8</i>	# of Proposed Lots:	<i>1</i>
Project Address:	<i>187 STEVENS HILL ROAD</i>				
Current Zoning Districts:	<i>AG RESIDENTIAL</i>				
Overlay Districts:	Map(s):	<i>48</i>	Lot (s):	<i>1</i>	
Request:	<i>To subdivide the "non-easement" area where the house is located from the remaining parcel. The "house" lot will become 48-1-1</i>				

The Property owner shall designate an agent for the project. This person (the applicant) shall attend pre-application conferences and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required.
All contacts for this project will be made through the Applicant listed below.

- Form A "Abutters List" has been filed with this application no earlier than 5 days within submittal of this application with 3 labels per address on address labels (same size as Avery 5160/8160)
- Form B "Authorization to Enter upon Subject Property" has been filed with this application
- Form C "Authorization to Represent" has been filed with this application
- 6 sets of full size plans
- 10 sets of 11"x17" plans
- Waiver Form(s)
- Completed Checklist

Town of Nottingham
P.O. Box 114
139 Stage Road
Nottingham NH 03290



Office 603-679-9597 X1
Fax 603-679-1013
plan.zone@nottingham-nh.gov

Planning Board

Subdivision Plan

4 Waiver Request Form 5

Under Subdivision Plan Regulations 5.8- Request for Waivers, 8.5- Waivers for Specific Plan Submission Requirements and 11.1- General Waiver Provisions

If there is more than one waiver requested, each waiver request is to be individually listed and described, as each waiver is considered individually by the Town of Nottingham Planning Board. A petition for waiver shall be submitted in writing by the applicant with the application for review. The request shall fully state the grounds for which the waiver is requested and all facts supporting this request with reference to the applicable Nottingham Subdivision Regulations article, section and paragraph. **Each waiver granted shall be listed on the approved subdivision plan which is to be recorded at the Rockingham County Registry of Deeds.**

Name of Subdivision Plan:

Tax Map	48	Lot	1	Sub-Lot	
Site Location:	187 STEVENS HILL ROAD				
Zoning District(s):	AG RESIDENTIAL				
Owner(s):	MARTHA M. CURRY et. al.				
Address of Owner(s):	724 WELLMAN AVENUE NORTH CHELMSFORD MA 01863				
Name of Applicant (if different from owner):	MCENEANEY SURVEY ASSOC. INC.				
Phone Number:	603-742-0911	Email:	kevin@surveynh.com		
Land Surveyor:	KEVIN MCENEANEY, NH US 66d				

I, KEVIN MCENEANEY Seek the following waiver to the
Town of Nottingham Subdivision Regulations, Article 8 Section 3, for the above case
submittal:

Under Subdivision Plan Regulations 5.4 - Request for Waivers, the Board is allowed to grant waiver requests pertaining to 8.5 - Waivers for Specific Plan Submission, during an application approval process if the requests meet the criteria of 11.1 - General Waiver Provisions.

The proposed 4.8 acre lot is located in the AG-Residential Zone, has an existing single family residence, well, and septic, which have been in place since the mid 1990's, and the new lot exceeds zoning requirements for minimum road frontage and lot size. The goal of this subdivision application is to separate this 4.8 acre lot, shown as a "non-easement area" on RCRD plan D21142 from the 170± acre subject parcel, Map 48, Lot 1. A portion of the Lot 48/1 has been placed in conservation easement and the 4.8 acre "non-easement" area, to be subdivided, is entirely surrounded by conservation easement land.

We have conducted 2 test pits for the proposed 4.8 acre lot (the test pit logs are attached to this application and their locations are shown on the submitted plans) and have met the plan requirements of Article 8.3, 5) and 6) for this proposed lot. However, we are seeking a waiver for the same requirement of showing the complete boundary with bearings and distances and topographic survey for the entire subject parcel of 48-1 due to its size and the fact that the boundary for this large parcel has been previously surveyed for the conservation easement, and requiring a topographic survey would create an undue hardship and expense and would not serve any valuable purpose to this application as stated in Regulation 11.1.

Additionally, as the condition and use of this proposed lot would continue unchanged, there would be no negative/additional impact to the area and therefore the lot meets all of the criteria of Article 8.5.

Signature of Owner/Applicant Kevin McEaney Date 7/28/16



48 Stevens Hill Road, Nottingham, NH 03290
603-734-4298 ♦ mark@westenv.net

Kevin McEneaney
McEneaney Survey Associates, Inc.
24 Chestnut St - PO Box 681
Dover, NH 03820

July 21, 2016

RE: Curry Property 187 Stevens Hill Road Nottingham, NH
SUBJ: Wetland Delineation Report

Dear Kevin:

At your request, West Environmental, Inc. delineated wetlands at the above referenced property on June 24th 2016. The onsite wetlands were delineated according to the following standards:

- **US Army Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1 (January, 1987).**
- **Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (October 2009).**
- **NHDES Wetlands Bureau Current Rules**

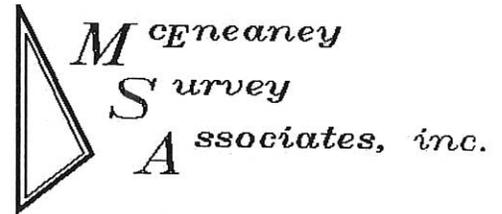
WEI evaluated plant communities, soils through augered soil samples and hydrology to determine the wetland boundary. There were two wetlands identified on the property. These wetlands are classified as Palustrine forested broad-leaved deciduous seasonally flooded-saturated (PFO1E). Both wetlands have poorly drained soils.

These wetlands are shown on a Subdivision Plan prepared by your office dated July 20th 2016.

This completes our report at this time and we hope that it meets your needs. Please call our office if you have any questions or require additional information.

Sincerely,
West Environmental, Inc.

Mark C. West,
NH Certified Wetland Scientist #10



TEST PIT LOG
FOR THE CURRY PROPERTY
187 STEVENS HILL ROAD
NOTTINGHAM, NH 03290

TEST PITS LOGGED ON JUNE 24, 2016 BY KENNETH J. FAUCHER, DESIGNER #851

TEST PIT #1 ESWT @ 32"

00-32" BROWNISH YELLOW (10YR 6/6) LOAMY SAND, GRANULAR, FRIABLE.
32-48" YELLOWISH BROWN (10YR 5/4) LOAMY SAND, GRANULAR, FRIABLE.
48-72"+ BROWN (10YR 5/3) LOAMY SAND, MASSIVE, FRIABLE, BOULDERS COMMON.
NO OBSERVED WATER
NO REFUSAL

TEST PIT #2 ESWT @ 36"

00-36" BROWNISH YELLOW (10YR 6/6) LOAMY SAND, GRANULAR, FRIABLE.
36-66"+ YELLOWISH BROWN (10YR 5/4) STONY LOAMY SAND, GRANULAR, FRIABLE.
NO OBSERVED WATER
NO REFUSAL



ROCKINGHAM COUNTY
REGISTRY OF DEEDS

M2885 P0362

CONSERVATION EASEMENT DEED

0026910
JUN 26 2 51 PM '91

I, Frances B. Curry, widowed, of Stevens Hill Road, Town of Nottingham, County of Rockingham, 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 Deerfield, situated in the County of Rockingham, State of New Hampshire, with a mailing address of P.O. Box 159, Deerfield, NH 03037, 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 Towns of Deerfield and Nottingham, County of Rockingham, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, listed below.

1. CONSERVATION PURPOSES

A. 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.

B. 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 Grantor, its permitted successors or assigns.

C. To preserve open spaces, particularly the productive farm and/or 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."

02885 P0363

Said purposes are all consistent and in accordance with the U.S. Internal Revenue Code, with respect to those certain parcels of land (herein referred to as the "Property") being unimproved land situated in the Towns of Deerfield and Nottingham, being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof.

Specifically, the Curry property consists of three parcels:

Tract I is located southerly of Stevens Hill Road and Bean Hill Road in Nottingham and Deerfield, respectively.

Tract II is located on the northerly side of Stevens Hill Road and Bean Hill Road in Nottingham and Deerfield and abuts said road.

Tract III is located northerly of Bean Hill Road in Deerfield, and northerly of the Public Service Company of New Hampshire power line, and does not have any road frontage.

This Conservation Easement encumbers a portion of Tract I, (so-called "Parcel I" in said Exhibit "A"), a portion of Tract II (so-called "Parcel II" in said Exhibit "A"), and all of Tract III (so-called "Parcel III" in said Exhibit "A"), each such encumbered area being more particularly described in Exhibit A.

This Conservation Easement Deed does not constitute homestead property.

The Curry property is a 342-acre tract of woodlands, wetlands and open field land along the Bean River drainage. The easement area provides a connection between a 350-acre preserve owned by the New Hampshire Fish and Game Department and the Deerfield town forest (100+ acres). This corridor provides significant habitat for deer, waterfowl and other aquatic mammals. Additional protected lands nearby bring the total corridor of protected land to over 1000 acres. This is a significant land area in the fastest growing county in the state, and in a town that is less than 30 minutes by car from the state's two largest cities. These significant conservation values are set forth in detail in baseline documentation entitled "Curry Conservation Easement: Baseline Documentation Report" on file with the Grantee.

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

2. 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

K2885 P0364

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 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. Parcel I, being the area subject to the Conservation Easement lying on the southerly side of Stevens Hill Road, in Nottingham, and Bean Hill Road, in Deerfield, shall not be further subdivided, but may be divided from and sold separately from Parcels II and III. Parcel II, being a portion of the area subject to the Conservation Easement on the northerly side of Stevens Hill Road, in Nottingham, and Bean Hill Road, in Deerfield, may be subdivided into no more than two parcels, each of which may be divided from and sold separately from the unrestricted land of the Grantor. The ownership of Parcel III shall remain the same as the ownership of Parcel II or some portion thereof. This Easement has, however, no effect or limitation on the ability of Curry, or her heirs and assigns, to subdivide the Curry property not subject to this Easement.

Except as permitted above, the Property subject to this Conservation Easement shall not be further 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

02885 P0365

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.

3. 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.

C. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this easement.

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

E. Grantor reserves the right to limit hunting to daylight hours, and to post against hunting around the area shown as "Safety Zone" on the survey entitled "Plan of the Curry Property, Bean Hill Rd./Stevens Hill Rd., Deerfield/Nottingham, N.H.", prepared by McEneaney Survey Associates, dated February 22, 1991, last revised on June 6, 1991, and recorded herewith in the Rockingham Registry of Deeds.

02885 P0366

4. 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, except as specified in Section 3, Paragraph B of this Conservation Easement; but the Property may be posted against such access or otherwise restricted by the Grantee in the public interest.

C. The Grantee shall have the right to post signs on the Property identifying it as land protected under the New Hampshire Land Conservation Investment Program for the uses allowed under this Conservation Easement.

5. 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, or any division of ownership thereof permitted hereby.

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

6. 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)

7. 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.

W2885 P0367

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 Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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 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 immediately after 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 (Grantor or Grantee) who made the improvements. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

9. 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.

2885 P0368

IN WITNESS WHEREOF, I have hereunto set my hand this 26 day of July, 1991.

A. Tupper
Witness

Paula C. Duchano
Paula C. Duchano, as Attorney-in-Fact
for Frances B. Curry

The State of New Hampshire
Rockingham, ss.

Personally appeared Paula C. Duchano, as Attorney-in-Fact for Frances B. Curry, this 26th day of July, 1991 who acknowledged the foregoing to be her voluntary act and deed.

Before me,

Roberta S. Jordan
~~Justice of the Peace/Notary Public~~
My commission expires: 2-25-93



ACCEPTED: Town of Deerfield

By: Winifred Hutchins

Title: Selectman
Duly Authorized

EXHIBIT A

#2885 P0369

PARCEL I: A certain parcel of land, located on the southerly side of Stevens Hill Road in Nottingham and Deerfield, County of Rockingham, State of New Hampshire, further bounded and described as follows:

Beginning at a stone wall on the southerly sideline of said road at the Deerfield/Nottingham Town Line; thence running along the Deerfield/Nottingham Town Line S 48° 00' W 1,890 feet, more or less, to a Town bound; thence continuing in the same course 211 feet to the northerly side of a Public Service Company of NH Easement; thence turning and running along the northerly side of said Easement, N 79° 00' W 753 feet, more or less, to a point at land now or formerly of Public Service Company of NH; thence turning and running along land of Public Service Company of NH S 47° 00' W 767 feet, more or less, to a point; thence turning and running along land of the Town of Deerfield known as the Dowd-Cate Forest, S 48° 30' E 352 feet, more or less, to the southerly edge of the aforesaid Public Service Company of NH Easement; thence continuing along land of the Town of Deerfield S 36° 30' E 1,978 feet, more or less, to a pile of stones at land now or formerly of Bernard and Annie Weiss; thence turning and running along land of said Weiss N 33° 15' E 1,354 feet, more or less, crossing the Deerfield/Nottingham Line to land now or formerly of Nancy H. Matres; thence turning and running along said Matres land N 39° 15' W 854 feet, more or less, to a hub in a pile of stones; thence turning and continuing to the west along land of Matres N 48° 45' E 875 feet, more or less to the end of a stone wall; thence continuing along said stone wall and land of Matres N 48° 45' E 978 feet, more or less, to Stevens Hill Road; thence turning and running along Stevens Hill Road and a stone wall in the following seven courses and distances: N 34° 15' W 96 feet, more or less; N 37° 45' W 172 feet, more or less; N 40° 30' W 149 feet, more or less; N 48° 30' W 109 feet, more or less; N 53° 30' W 99 feet, more or less; N 56° 30' W 163 feet, more or less; and N 66° 30' W 219 feet, more or less, to the point of beginning.

PARCEL II: A certain parcel of land located on the northerly side of Stevens Hill Road in Nottingham and Bean Hill Road in Deerfield, more particularly bounded and described as follows:

Beginning at the Southwesterly corner of the tract being described, in Deerfield, at the intersection of stone walls, at the southeasterly corner of land now or formerly of Ted Merlin and Lucy Perkins; thence proceeding along land of said Merlin and Perkins N 12° 45' W 253 feet, more or less, to an iron pin at land now or formerly of Public Service Company of NH; thence turning and running along land of Public Service Company of NH N 51° 45' E 4,985 feet, more or less to a point at land now or formerly of the State of New Hampshire Fish & Game Department; thence turning and running along land of said Fish & Game Department in the following three courses and distances along a wire fence: S 51° 15' E 293 feet, more or less; S 77° 15' E 297 feet, more or less; and S 34° 45' E 406 feet, more or less, to an iron pin at the Deerfield/Nottingham Town Line; thence turning and running along said Deerfield/Nottingham Town Line and other land

#2885 P0370

of Grantors S 48° 00' W 3,108 feet, more or less, to a stone wall; thence turning and running S 41° 30' E 736 feet along a stone wall and other land of Grantors to a point; thence turning and running in the following eleven courses and distance along a stone wall and other land of Grantors: S 45° 15' W 370 feet, more or less; S 11° 00' W 41 feet, more or less; S 35° 15' E 138 feet, more or less; S 12° 00' E 31 feet, more or less; S 04° 30' W 31 feet, more or less; S 24° 00' W 79 feet, more or less; S 43° 45' W 63 feet, more or less; S 49° 30' W 204 feet, more or less; S 03° 45' W 48 feet, more or less; S 22° 15' W 271 feet, more or less; and S 44° 30' W 147 feet, more or less to Stevens Hill Road; thence turning and running along Stevens Hill Road in the following three courses and distances: N 42° 45' W 111 feet, more or less; N 36° 45' W 335 feet, more or less along a stone wall; and N 32° 45' W 148 feet, more or less, along a stone wall to a granite post; thence turning and running along other land of Grantors in the following four courses and distances: N 48° 00' E 350 feet, more or less, to an iron pin; N 42° 00' W 470 feet, more or less to an iron pin; S 48° 00' W 192 feet to a stone wall; and S 63° 30' W 354 feet, more or less, along said stone wall to a point at Stevens Hill Road / Bean Hill Road at the Deerfield/Worthingham Town Line and land of William and Paula Duchano; thence turning and running in the following courses and distances along land now or formerly of William and Paula Duchano: N 27° 15' E 89 feet, more or less; N 62° 15' W 324 feet, more or less; N 25° 30' E 245 feet, more or less; thence continuing along other land of Grantors N 45° 45' W 394 feet, more or less to a stone wall; thence turning and running along said stone wall and other land of Grantors S 17° 15' W 234 feet, more or less; thence running along land of said Duchano S 23° 00' W 152 feet, more or less, S 09° 45' E 14 feet, more or less, S 34° 30' W 101 feet, more or less, and S 05° 30' W 12 feet, more or less, to Bean Hill Road; thence turning and running along Bean Hill Road in the following eight courses and distances: N 79° 15' W 43 feet, more or less; N 81° 30' W 126 feet, more or less; S 83° 30' W 167 feet, more or less; S 74° 15' W 76 feet; S 53° 30' W 58 feet, more or less; S 67° 45' W 104 feet, more or less; S 76° 15' W 89 feet, more or less; and S 83° 00' W 167 feet, more or less, to the point of beginning.

PARCEL III: A certain parcel of land, located in the Town of Deerfield to the north of, not adjacent to, Coffee Town Road, beginning at the easternmost corner of land now or formerly of Ronald Thibeault on Coffee Town Road and an iron pin at land of Public Service Company of NH, said iron pin being in the end of a stone wall; thence running N 62° 00' W 121 feet, more or less, along said stone wall and land of Thibeault to land now or formerly of Stephen and Irene Nowe; thence continuing along said stone wall, in part, N 63° 30' W 104 feet, more or less, to a point at land now or formerly of Phillip and Tracey Young; thence continuing along said stone wall, in part, and land of Young N 60° 45' W 186 feet, more or less, to a point at land now or formerly of Munib Wober; thence continuing along land of said Wober N 61° 45' W 531 feet, more or less, to a point at land now or formerly of Leslie Robinson; thence turning and running along land of said Robinson in the following twenty courses and distances:

#2885 P0371

N 53° 30' E 76 feet, more or less; N 47° 00' E 721 feet, more or less, along a wire fence; N 47° 15' E 719 feet, more or less, along a stone wall; S 62° 15' E 227 feet, partly along a stone wall and partly along a wire fence to an iron pin; N 46° 45' E 539 feet, more or less, along a wire fence to a stone wall; N 62° 00' W 210 feet, more or less, along said stone wall to a wire fence; N 48° 45' E 216 feet, more or less, along said wire fence to a stone wall; N 47° 15' E 517 feet, more or less, along a stone wall; N 48° 15' E 315 feet, more or less, along said stone wall; N 86° 00' E 15 feet, more or less, along said stone wall; N 49° 00' E 176 feet, more or less, to the end of said stone wall; N 54° 15' E 69 feet, more or less, along a wire fence; N 56° 00' E 154 feet, more or less, to a point; N 29° 00' E 153 feet, more or less, along a wire fence; N 46° 45' E 378 feet, more or less, to a beech tree; N 44° 30' E 301 feet, more or less, along a wire fence to a point; N 47° 45' E 69 feet to a corner in said wire fence; S 67° 30' E 176 feet, more or less, along a wire fence; S 58° 30' E 163 feet, more or less, along a wire fence to the end of a stone wall; S 62° 15' E 205 feet, more or less, along said stone wall to the intersection of stone walls at land now or formerly of New Hampshire Fish & Game Department; thence turning and running S 06° 45' E 171 feet, more or less, along a wire fence to a point; thence continuing S 08° 15' E 111 feet, more or less, to a point; thence continuing S 07° 00' E 68 feet along a wire fence to a point; thence continuing S 03° 30' E 253 feet, more or less along said wire fence to a point; thence continuing S 35° 15' E 192 feet, more or less, to a point; thence continuing S 51° 15' E 17 feet, more or less, to land of the Public Service Company, of NH; thence turning and running along land of the Public Service Company of NH S 51° 45' W 3,897 feet, more or less, to the point of beginning.

Said lot is encumbered by a Public Service Company of NH Easement seventy-five (75) feet in width adjacent to the land of Public Service Company lying southeasterly thereof.

The total property acreage is 528 acres, more or less, including 315 acres, more or less, in Deerfield and 213 acres, more or less, in Nottingham.

The total Easement acreage is 342 acres, more or less, including 277 acres, more or less, in Deerfield and 65 acres, more or less, in Nottingham.

Arthur L. Curry died on February 1, 1984, in Norwood, Massachusetts.