

RECORDING 114.00  
SURCHARGE 2.00

The within conveyance is a transfer to a New Hampshire municipality and is therefore exempt from the New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2(I) and exempt from the LCHIP surcharge pursuant to RSA 478:17-g(II)a.

### CONSERVATION EASEMENT DEED

We, **STEPHEN CAPRON AND RHODA CAPRON, AS TRUSTEES OF THE S & R CAPRON FAMILY REVOCABLE TRUST OF 2013**, u/t/d September 9, 2013, with a mailing address of 4740 Latona Avenue NE, City of Seattle, County of King, State of Washington, 98105, (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, grant 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 247 North River Road, Town of Epping, County of Rockingham, State of New Hampshire, 03042, 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 an Executory Interest, as further defined in Section 9 below, to the **TOWN OF NOTTINGHAM**, a duly authorized municipal corporation acting by and through the **NOTTINGHAM CONSERVATION COMMISSION**, an official commission of the Town of Nottingham, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 139 Stage Road (Route 152), Town of Nottingham, County of Rockingham, State of New Hampshire, 03290, (sometimes referred to as the "Executory Interest Holder");

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") being unimproved

land, consisting of approximately 27.08 acres, situated on Stage Road in the Town of Nottingham, 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 (the "Survey Plan") entitled "Conservation Easement, Tax Map 18 Lot 19, 311 Stage Road, Nottingham, N.H., Owner: S&R Capron Family Rev. Trust of 2013, 4740 Latona Avenue NE, Seattle, Washington, 98105, Book 5520 Page 2708 Prepared for: Southeast Land Trust of New Hampshire, 247 North River Road, Epping, NH 03042", dated March 30, 2022, scale 1" = 60', prepared by Eric Mitchell & Assoc. Inc, and recorded at the Rockingham County Registry of Deeds on September 2, 2022 as Plan D – 43496.

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 Executory Easement 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 conservation and protection of open spaces, particularly the conservation of the productive farm and forest land of which the Property consists, which includes approximately five and eight-tenth (5.8) acres of prime farmland soils, one and nine-tenth (1.9) acres of statewide important farmland soils, and the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products; and
- B. The protection of the wetland and upland wildlife habitats on the Property, including approximately six-tenth (0.6) acres of "Highest Ranking Habitat in the State", six-tenth (0.6) acres of "Highest Ranking Habitat in Biological Region", and eighteen and five-tenth (18.5) acres of "Supporting Landscape", all as identified by the NH Department of Fish & Game in its 2020 NH Wildlife Action Plan;
- C. The enhancement and enlargement of the approximately 3,295 acres of protected land near the Property, said other land including the 2,016-acre Mulligan Forest conservation easement held by the Society for the Protection of NH Forests; and
- D. The protection of the quality of ground water and surface water resources on and under the Property, as the Property lies within the Source Water Protection Area for the Town of Durham and University of New Hampshire public water systems;
- E. The protection of the Property for low impact, outdoor recreation by the general public compatible with the above-mentioned Purposes and the scenic enjoyment of the general public as viewed from the four hundred (400) feet of undeveloped road frontage along Stage Road as well as the other types of enjoyment the public derives from active farming and agricultural operations which can include but are not limited to greenhouses, barns, farm stands and Agritourism as defined in Section 2.A.i.b below;

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2011 Master Plan of the Town of Nottingham, which makes recommendations to:

- “Continue implementing the current land protection program including key parcel identification, fee acquisition and conservation easements.” (page 2-8);
- “Nottingham should consider both regulatory and non-regulatory strategies for protecting its valuable natural resources...including protection of Prime Farmland Soils in addition to maintaining current agricultural uses as well as promoting future agricultural activities (page 2-8);
- “Protect Nottingham’s natural environment and rural landscape that provides open space, protects and manages wildlife, and preserves clean water through well-managed growth by directing development away from sensitive resource areas” (page 2-9);
- “Protect valuable natural resource features and natural communities including high value wildlife habitat” (page 2-11);
- “Support and encourage protection and management of high value conservation and open space lands that are linked by trails and/or wildlife and natural resource corridors” (page 2-13);
- “Continue to encourage cooperation among the Town, Conservation Commission, landowners, independent land protection agencies and others to protect identified parcels through purchase, conservation easements, donations and other mechanisms” (page 2-13);
- “Preserve and protect Nottingham’s valuable forest and agricultural resource base by maintaining and enhancing existing unfragmented lands and active farming and forestry activities” (page 3-11);
- “Support local and regional agricultural program efforts including farmland protection and Buy Local Programs” (page 3-12);

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."

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 as allowed in Section 3. below, and except Agriculture, Agritourism, and Forestry, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.

**i. Description of Agriculture, Agritourism, and Forestry**

- a. **Agriculture:** For the purposes hereof, "Agriculture" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees; and the processing, packaging, marketing and sale of products produced or partially produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the Purposes of this Easement. A farm roadside stand is a permissible agricultural use, subject to the impervious surface limitation in Section 2.C.i.b. below, and provided that at least thirty-five (35) percent of the product sales in dollar volume are attributable to products produced on the Property.
- b. **Agritourism** – For the purposes hereof, "Agritourism" or "agritourism" shall include any practice on the farm incidental to, or in conjunction with, Agriculture to attract visitors to the farm to attend events and activities that are accessory uses to the primary farm operation, including, but not limited to, eating a meal, overnight stays, enjoyment of the farm environment, education about farm operations, or active involvement in the activity of the farm, all as not detrimental to the Purposes of this Easement.
- c. **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.
  1. **Commercial Forestry:** For the purposes hereof, "Commercial Forestry" shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions.
  2. **Non-commercial Forestry:** For the purposes hereof, "Non-commercial Forestry" shall include non-commercial timber stand improvement activities, wildlife habitat improvement, and the small-scale cutting or harvesting of wood products for the domestic use of the Grantor, such as clearing trees to maintain the edge of a field, thinning the forest stand to maintain a view, or cutting firewood for domestic consumption. Non-commercial Forestry shall not include activities conducted for the contemporaneous production of sale proceeds or other consideration.

- ii. **Requirements for Agriculture and Agritourism:** Agriculture and Agritourism 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 UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active, along with the following publications or as these publications may be specifically updated or superseded:

- “Manual of Best Management Practices for Agriculture in New Hampshire,” New Hampshire Department of Agriculture, Markets and Food, reprinted in 2017; and
  - “Best Management Wetlands Practices (BMWPs) for Agriculture,” New Hampshire Department of Agriculture, Markets & Food, 2019.
- a. **Agriculture Plan:** All Agricultural and Agritourism activities occurring on the Property shall be performed, to the extent reasonably practicable, in accordance with the Agriculture Plan, which shall be prepared by the Grantor, a copy of which shall be provided to the Grantee. The Grantor and Grantee acknowledge that the Agriculture Plan’s purpose is to guide the activities allowed under this Section in compliance with this Easement, and that the actual activities will determine compliance therewith.

The Agriculture Plan shall:

- Include a list of the broad types of Agriculture (e.g., crops, pasture, hay production, orchard, etc.) and Agritourism (e.g., activities, events, education, etc.) expected to occur on the Property.
- Include a map that delineates the general area(s) of the Property where Agriculture and Agritourism are expected to occur and the area(s) where parking, structures, whether permanent (e.g. barns, sheds, etc.) or temporary, (e.g. portable toilets, tents, etc.), and other activities are expected to occur.
- Be prepared in compliance with the terms of this Easement.
- Have been prepared not more than ten (10) years prior to the date any Agriculture or Agritourism is expected to commence.

If the Agriculture Plan is more than ten (10) years old, or in the event the Agriculture or Agritourism uses or areas change materially from what is described in the Agriculture Plan, the Agriculture Plan shall be reviewed and updated by the Grantor and the updated copy provided to the Grantee prior to any changes taking place.

iii. **Requirements for Forestry:** Any and all Commercial and Non-commercial 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.

iv. **Requirements for Commercial Forestry:** In addition to the requirements outlined in Section 2.A.iii. above, Commercial 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:

- a. The goals are:
  - 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;
  - protection of significant or fragile natural areas;
  - protection of significant historic and cultural features; and
  - conservation of native plant and animal species.
- b. Any and all Commercial 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.
- c. 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 forester or other qualified person at least thirty (30) days prior to the date of harvest.
- d. 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.iv. above; and
  - the protection of the water quality in the intermittent tributaries to the North River, as well as minimizing disturbance around all wetlands.

- e. At least thirty (30) days prior to any commercial timber harvest, 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.iv, a-d, above, has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the Forest Management Plan itself to Grantee within ten (10) days of such request, but acknowledges that the Forest Management Plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
  - f. Timber harvesting with respect to any Commercial Forestry shall be conducted in accordance with said Forest Management Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
- B. The Property shall not be subdivided, 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 agriculture, forestry, conservation, habitat management, noncommercial outdoor educational, or noncommercial outdoor recreational uses on the Property, which may include but shall not be limited to: permeable roads, dams, fences, bridges, culverts, barns, maple sugar houses, farm stands, trails, boardwalks or sheds; and
    - b. Do not cause the total impervious surface coverage of the Property to exceed two percent (2%) of the Property's overall size, or 0.54 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; temporary impervious surfaces not in place year-round such as row covers for agricultural crops or portable shelters for livestock, 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
    - c. Are not detrimental to the Purposes of this Easement.
  - ii. Prior to the Grantor's construction, placement, introduction, enlargement, or

relocation of any structure 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 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, 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, indoor riding arena, tower, 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, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, noncommercial outdoor educational, or noncommercial 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 agricultural, forestry, conservation, or noncommercial 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 25 square feet in size, and no sign shall be artificially illuminated.

- F. There shall be no mining, quarrying, excavation, or removal (hereinafter referred to as "Extractive Activities") of surface or subsurface 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 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 specific Extraction Zone(s) approved in accordance with Section 2.F.viii. below, with opportunity for said zone(s), once initially established, 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 two percent (2%) of the Property's overall size, or 0.54 acres;
  - v. Said Extractive Activities shall not significantly diminish the Property's productive capacity, including soil productivity, to yield forest and/or agricultural products, nor the Property's potential future uses for forestry or agriculture, 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 forth-five (45) days prior to the initial commencement or site preparation for Extractive Activities in any Extractive Zone or to designate a new or relocated Extractive Zone, the Grantor shall give the Grantee written notice of the commencement of said activities or the desire to designate an initial Extractive Zone(s). 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 size and location of the Extractive Zone; 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 the 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 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. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Section 3.A below.
- J. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or land use regulation with respect to the development of any other property.
- K. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to the public for, such non-motorized, non-wheeled, pedestrian, non-commercial outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, wildlife observation, cross-country skiing, and fishing, but not for camping or hunting. Grantor may post against or limit such access, with prior approval of Grantee, if such activities become inconsistent with the purposes for protecting the Property and/or when public safety would be at risk.

Notwithstanding the above, Grantor shall have the right to post the Property against:

- i. vehicles, motorized, wheeled, or otherwise,
- ii. access to active livestock fields;
- iii. access to agricultural cropland during planting, growing, mowing, thinning, and harvesting;
- iv. access to forest land during harvesting, establishment of plantations or other active management activities;
- v. access to the interior of any buildings on the Property;
- vi. access during an emergency situation where public safety could be at risk, but only for so long as the emergency situation exists and subject to Grantor providing notice of such temporary posting to Grantee at the earliest practicable time; and
- vii. access to locations within the Property that become subject to incidents of problematic or abusive uses or behaviors by said public that are detrimental to the Purposes of this Easement and/or where such access would place the public safety at risk, but only after Grantor obtains Grantee's prior written approval of such posting for the purpose of managing such issues for a defined period of time as the Grantor and Grantee may agree. Said problematic or abusive uses or public safety concerns may include but shall not be limited to: making of fires, malicious destruction of the Grantor's real or personal property, potential hazards for visitors atypical to a natural and undeveloped setting, or development of unauthorized trails or structures.

K. Failure of the Grantee to take action upon a request for approval or notify the Grantor of its approval or denial for any provision that requires the Grantee's approval in this Section 2 shall in no way constitute or be interpreted as approval by the Grantee.

### 3. RESERVED RIGHTS

- A. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, including but not limited to emergency rescue operations, forestry, agriculture, agritourism, habitat management, outdoor educational management, outdoor recreational management, and to control or remove non-native or invasive species. In addition, the Grantor reserves the right to operate snowmobiles, and to permit others to operate said vehicles, on snow and ice for non-commercial recreational purposes. This provision is an exception to Section 2.I., above.
- B. Commercial Outdoor Educational Activities. Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct commercial outdoor educational activities on the Property, including but not limited to the hosting of school or youth groups, youth summer and vacation programs, and family, community, and adult education programs. Grantor or its designee(s) reserves the right to collect fees for such sponsored commercial outdoor educational activities. The conduct of such commercial

outdoor educational activities shall not be detrimental to the Purposes of this Easement. This provision is an exception to the limitation on commercial activities on the Property under Section 2.A. above.

- C. Commercial Outdoor Recreational Activities. Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct commercial outdoor recreational activities on the Property, including but not limited to bicycle or pedestrian trail races, passive recreation programs (such as birding tours), or other organized commercial recreational events. Grantor or its designee(s) reserves the right to collect fees for such sponsored commercial outdoor recreational activities. The conduct of such commercial outdoor recreational activities shall not be detrimental to the Purposes of this Easement. This provision is an exception to the limitation on commercial activities on the Property under Section 2.A. above.
- D. The Grantor reserves the right to construct and maintain renewable energy structures on the Property for the purpose of generating energy for the agriculture, agritourism, agriculture-related residential, forestry, conservation, habitat management, outdoor recreational or outdoor educational uses on the Property or for those same uses on abutting land if owned by the Grantor, provided said renewable energy structures are sized only to service the energy needs of the Property and abutting land if owned by the Grantor. Renewable energy structures must be built and maintained according to the impervious surface limitations outlined in Section 2.C.i.b. and the notification requirements outlined in Section 2.C.ii. of this Easement. The Grantor may sell excess power generated by said renewable energy structures. This provision is an exception to the limitation on commercial activities under Section 2.A. and uses of structures under Section 2.C.i.a above.
- E. The Grantor reserves the right to construct, maintain, repair, or replace, a septic system to serve the Agricultural or Agritourism uses on the Property, in accordance with federal, state, local, or other governmental laws or regulations. Said septic system must be built and maintained in accordance with the notification requirements outlined in Section 2.C.ii.a. of this Easement. Further, Grantor shall notify Grantee in writing at least five (5) days prior to repairing or replacing said septic system in-kind.

Notwithstanding the above, in the case of an emergency requiring maintenance, repair, or replacement, of said septic system, which cannot be delayed for the above-mentioned notice period due to the circumstances, Grantor shall not be required to provide the Grantee with prior written notice but shall provide the Grantee with written notice within five (5) calendar days after the initiation of emergency maintenance, repair, or replacement of said septic system in-kind.

This provision is an exception to the limitation on structures under Section 2.C.iii. above.

- F. Failure of the Grantee to take action upon a request for approval or notify the Grantor of its approval or denial for any provision that requires the Grantee's approval in this Section 3 shall in no way constitute or be interpreted as approval by the Grantee.

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 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 or boundary markings (e.g., blazes) to facilitate inspection of the Property and to identify the Property as conservation land protected by the Grantee, said signs or boundary markings 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 Epping 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 or mediation does not resolve the disagreement, then either party may bring an action at law or in equity in any 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.
- D. Notwithstanding the availability of mediation 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.

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 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. The Grantee shall be entitled 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. 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 third paragraph 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 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 rights hereunder. No delay or omission by the Grantee 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. The Grantor hereby waives any defense of laches or estoppel.
- 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. EXECUTORY INTEREST

- A. If the Grantee ceases to exist or ceases to function as a qualified organization as specified in this Easement, then, at the sole option and election of the Executory Interest Holder, the Easement shall immediately vest in, and shall be deemed to have been transferred and conveyed to the Executory Interest Holder. In order to effectuate such vesting (if so elected by the Executory Interest Holder), the Executory Interest Holder shall record an affidavit with the Registry of Deeds which shall state: (a) that the Grantee has ceased to exist or has ceased to function as a qualified organization under said Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, as the case may be, (b) that said filing is made pursuant to the terms and conditions of this Easement, and (c) that the Grantee's interest in this Easement has vested in the Executory Interest Holder.
- B. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits and Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer.

#### 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 Conservation 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. The amount of the proceeds to which the Grantee shall be entitled 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 Conservation 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 as follows:

- (i) **If the Grantor claims a charitable contribution deduction**, that value determined by multiplying (1) the fair market value of the Property without deduction for the value of this Easement as of the time of said extinguishment or condemnation, by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property at the time of this grant without deduction for the value of this Easement, those values being those used to calculate the deduction for federal income or estate tax purposes allowable by reason of this grant, pursuant to the IRS Code Section 170(h) or 2055(f), determined by an appraisal report which shall be prepared by a qualified appraiser on behalf of the Grantor and which the Grantor shall submit to the Grantee. For the purposes of this Section 12, the ratio of the value of the Easement to the value of the Property unencumbered by this Easement shall remain constant.

The amount recovered under Section 12.A. or 12.B. above shall be divided between the Grantor and the Grantee in proportion to the value of their respective interests in that part of the Property extinguished or condemned. Each party shall be responsible for covering the expenses of its own actions.

- (ii) **If the Grantor does not claim a charitable contribution deduction**, that value determined by an appraisal prepared by a qualified appraiser as of the time of said extinguishment or condemnation.

The balance of the amount recovered under Section 12.A. or 12.B. above, after payment of any expenses, shall be divided between the Grantor and the Grantee in proportion to the value of their respective interests in that part of the Property extinguished or condemned.

### 13. AMENDMENT

Grantor, Grantee, and Executory Interest Holder recognize and agree that natural conditions, landscapes, consistent uses, and technologies change over time, and unforeseen or changed circumstances could arise in which an amendment to certain terms or restrictions of this Easement would be appropriate and desirable. To this end, Grantor, Grantee and Executory Interest Holder have the right to agree to amendments to this Easement in accordance with the provisions and limitations of this Section, the then-current policies of the Grantee, and applicable state and federal law. Any amendment: (a) shall be consistent with and not detrimental to the Purposes of this Easement; (b) shall not impair the conservation values of the Property protected by this Easement; (c) shall not 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; and, (d) shall not affect the perpetual duration of this Easement or the perpetual protection of its Purposes. Any request by Grantor for an amendment shall be in writing and shall describe the proposed amendment in sufficient detail to allow the Grantee and Executory Interest Holder to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Nothing in this section shall require Grantee and Executory Interest Holder to consider or negotiate any proposed

amendment. Any amendment shall be executed by the Grantor, Grantee, and Executory Interest Holder, subject to review by the N.H. Attorney General's Office, Charitable Trusts Division as necessary, and shall be recorded in the Rockingham County Registry of Deeds.

14. HOLD HARMLESS

The Grantor shall release, hold harmless, defend, and indemnify the Grantee and Executory Interest Holder, except as provided for in Section 8.J., from any and all liabilities including but not limited to injuries, losses, damages, judgments, costs, expenses and fees which the Grantee may suffer or incur as a result of, arising out of, or connected with: (A) the activities of the Grantor on the Property, other than those caused by the negligent acts or acts of misconduct by the Grantee; or (B) violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement by the Grantor in any way affecting, involving, or relating to the Property.

15. NO MERGER

This Easement is to last in perpetuity, and to that end, no conveyance by the Grantor of the underlying fee interest in the Property, or by the Grantee, or by the Executory Interest Holder of the Executory Interest, or by the holder of any other third-party interest in this Easement of its interest, to any other party holding an interest in the Property shall be deemed to extinguish or eliminate this Easement or any portion thereof under the doctrine of "merger" or any other legal doctrine.

16. GOVERNING LAW

This Easement shall be interpreted under and governed by the laws of the State of New Hampshire, and shall be liberally construed to effect the Purposes of this Easement especially in the case of any ambiguity in the meaning or interpretation of any terms or provisions of this Easement.

17. 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.

18. DISCRETIONARY CONSENT

Grantor and Grantee recognize and agree that natural conditions, landscapes, consistent uses, and technologies change over time, and unforeseen or changed circumstances could arise in which some proposed activities may require the discretionary consent of the Grantor, as further described below. To this end, Grantee may exercise discretionary consent in accordance with the provisions and limitations of this Section, the then-current policies of the

Grantee, and applicable state and federal law.

Any exercise of discretionary consent shall:

- be consistent with and not detrimental to the Purposes of this Easement;
- not impair the conservation values of the Property protected by this Easement;
- not 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; and
- not affect the perpetual duration of this Easement or the perpetual protection of its Purposes.

Any request by Grantor for discretionary consent shall be in writing and shall describe the activity for which consent is sought in sufficient detail to allow the Grantee to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Nothing in this Section 18 shall require Grantee to consider or negotiate any request for discretionary consent.

If the Grantor and the Grantee agree that any activity otherwise prohibited herein or not contemplated by the Easement is desirable, and if the Grantee determines, in its sole discretion that such activity (i) is not detrimental to the Purposes of the Easement and (ii) either enhances or does not impair the conservation values protected hereby; the Grantee may then consent to such activity only under the conditions and circumstances described above. The Grantee's consent to a proposed use or activity may be limited or restricted in time, locale or by ownership.

Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to consent to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities not otherwise allowed or provided in this Easement.

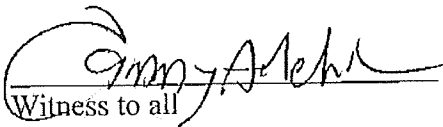
Trustees' Certificate

We, Stephen Capron and Rhoda Capron, as Trustees of the S & R Capron Family Revocable Trust of 2013, u/t/d September 9, 2013, being the Grantor under the foregoing Conservation Easement Deed, hereby certify that S & R Capron Family Revocable Trust of 2013 exists and remains in full force and effect, (b) we are the sole and current Trustees of the S & R Capron Family Revocable Trust of 2013, (c) under the S & R Capron Family Revocable Trust of 2013, the Trustees have full and absolute power to convey any interest in real estate and improvements thereon held in the said Trust, and (d) no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising such power or to see to the application of any Trust asset paid to it as Trustees for a conveyance thereof. This Certificate is given pursuant to New Hampshire R.S.A. 564-A:7(ii).

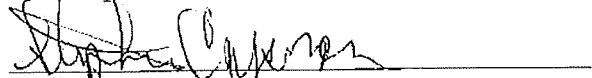
The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

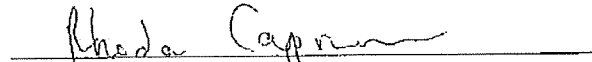
Stephen Capron and Rhoda Capron, husband and wife, hereby release all rights of homestead in said property.

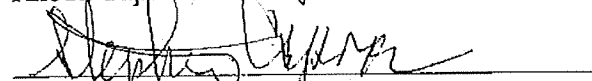
IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this 15<sup>th</sup> day of September, 2022

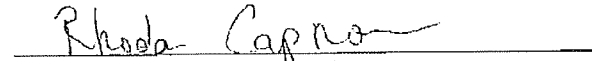
  
Witness to all

S & R Capron Family Revocable Trust of 2013  
u/d/ September 9, 2013

  
Stephen Capron, Trustee

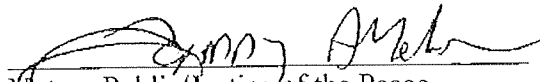
  
Rhoda Capron, Trustee

  
Stephen Capron, individually


  
Rhoda Capron, individually

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD, ss.

On this 15<sup>th</sup> day of September, 2022, before me personally appeared **Stephen Capron and Rhoda Capron**, Trustees of the S & R Capron Family Revocable Trust of 2013, and **Stephen Capron and Rhoda Capron**, individually, 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:

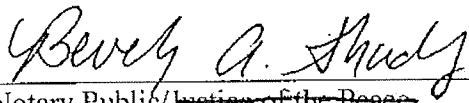
ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By:   
 Title: Executive Director  
Duly Authorized  
 Date: September 13, 2022

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this 13th day of September, 2022, before me personally appeared  
BRIAN HART, 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.

**Beverly A Shadley**  
**NOTARY PUBLIC**  
 State of New Hampshire  
 My Commission Expires 3/3/2026

  
 Notary Public/~~Justice of the Peace~~  
 My commission expires: 3/3/2026

ACCEPTANCE OF EXECUTORY INTEREST:  
TOWN OF NOTTINGHAM

By: Samuel P.M. Demerit

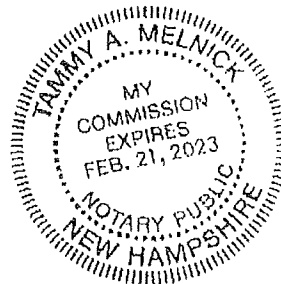
Title: Chair, Nottingham Conservation Commission  
Duly Authorized

Date: Sept. 15, 2022

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD, ss.

On this 15<sup>th</sup> day of September, 2022 before me personally appeared Samuel P.M. Demerit 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.

Tammy A. Melnick  
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 situated on Stage Road, so-called, in the Town of Nottingham, County of Rockingham, State of New Hampshire, consisting of approximately 27.08 acres, shown on a plan entitled "Conservation Easement, Tax Map 18 Lot 19, 311 Stage Road, Nottingham, N.H., Owner: S&R Capron Family Rev. Trust of 2013, 4740 Latona Avenue NE, Seattle, Washington, 98105, Book 5520 Page 2708, Prepared for: Southeast Land Trust of New Hampshire, 247 North River Road, Epping, NH 03042" by Eric Mitchell & Assoc. Inc, dated March 30, 2022, scale 1" = 60', recorded on September 2, 2022 as Plan D – 43496 at the Rockingham County Registry of Deeds (herein "Survey Plan"), and more particularly bounded and described as follows:

Beginning at an iron rod found on the easterly side of Stage Road (a.k.a. NH Route 152) at the southerly corner of lot 18-19 and the westerly corner of lot 18-20, said point being the POINT OF BEGINNING; thence

North 49°06'38" West, a distance of 114.57 feet along the road face of a stone wall on the easterly side of Stage Road (a.k.a. NH Route 152) to a drill hole set; thence

North 49°09'16" West, a distance of 117.11 feet along the road face of a stone wall on the easterly side of Stage Road (a.k.a. NH Route 152) to a drill hole set; thence

North 48°20'52" West, a distance of 153.88 feet along the road face of a stone wall on the easterly side of Stage Road (a.k.a. NH Route 152) to a drill hole set; thence

North 48°47'07" West, a distance of 14.45 feet along the road face of a stone wall on the easterly side of Stage Road (a.k.a. NH Route 152) to a drill hole set at the southerly corner of the exclusion area; thence

North 31°06'53" East, a distance of 337.87 feet along the proposed exclusion area to an iron rod set; thence

North 45°43'36" West, a distance of 268.22 feet along the proposed exclusion area to an iron rod set at the easterly side of land of Batchelder; thence

North 28°28'11" East, a distance of 365.63 feet along land of Batchelder to a drill hole set at the end of a stone wall; thence

North 27°20'43" East, a distance of 17.82 feet along land of Batchelder and a drill hole at the end of a stone wall; thence

North 27°29'52" East, a distance of 262.52 feet along land of Batchelder to a drill hole set at the end of a stone wall; thence

North 29°53'36" East, a distance of 26.42 feet along land of Batchelder to a drill hole set at the end of a stone wall; thence

North 28°40'20" East, a distance of 92.39 feet along land of Batchelder to a drill hole set at the end of a stone wall; thence

North 27°00'16" East, a distance of 33.14 feet along land of Batchelder along a stone wall to a drill hole set; thence

North 29°11'16" East, a distance of 31.02 feet along land of Batchelder to a drill hole set at the end of a stone wall; thence

North 27°53'44" East, a distance of 684.74 feet along land of Batchelder to tax map 18 lot 6 at a drill hole set in a stone wall at land now or formerly of Pratt; thence

South 48°29'38" East, a distance of 82.04 feet along land of Pratt to a drill hole set in a stone wall; thence

South 51°22'51" East, a distance of 48.15 feet along land of Pratt to a drill hole set in a stone wall; thence

South 47°32'53" East, a distance of 62.99 feet along land of Pratt to a drill hole found in a stone wall at land now or formerly of Pelletier; thence

South 47°32'50" East, a distance of 200.08 feet along land of Pelletier to a drill hole set in a stone wall; thence

South 50°24'11" East, a distance of 82.40 feet along land of Pelletier to a drill hole set in a stone wall; thence

South 46°11'24" East, a distance of 65.51 feet along land of Pelletier to a drill hole found in a stone wall corner at land now or formerly of Boissinnault; thence

South 50°44'16" East, a distance of 124.99 feet along land of Boissinnault to a drill hole set in the end of a stone wall; thence

South 51°41'42" East, a distance of 81.12 feet along land of Boissinnault to an iron rod set at land now or formerly of Boutilier; thence

South 31°06'53" West, a distance of 10.77 feet along land of Boutilier to an iron rod found; thence

South 31°06'53" West, a distance of 1,842.31 feet along land of Boutilier to an iron rod found, being the POINT OF BEGINNING.

Said Conservation Easement containing 1,179,510 square feet or 27.08 acres, more or less.

**MEANING AND INTENDING** to describe a portion of the premises conveyed by Deed from Stephen Capron and Rhoda Capron, to Stephen Capron and Rhoda Capron, as Trustees of the S&R Capron Family Revocable Trust of 2013, recorded on March 28, 2014 at the Rockingham County Registry of Deeds at Book 5520, Page 2708.