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Register of Deeds, Hillsborough County
Judith A MacDonald

E05
Monadnock
Conservancy

THIS IS A NON-CONTRACTUAL CONVEYANCE
PURSUANT TO NEW HAMPSHIRE RSA 78-B:2
AND IS EXEMPT FROM THE NEW HAMPSHIRE
REAL ESTATE TRANSFER TAX.

CONSERVATION EASEMENT DEED

We, **JOHN KIELEY and CONSTANCE C. KIELEY**, husband and wife, of 1 Holt Lane, Town of Temple, County of Hillsborough, State of New Hampshire 03084 (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 good and sufficient consideration, **with WARRANTY covenants**, grant in perpetuity to

THE MONADNOCK CONSERVANCY, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal mailing address of P.O. Box 337, City of Keene, County of Cheshire, State of New Hampshire 03431, 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),

the **Conservation Easement** (hereinafter referred to as the "Easement"), hereinafter described with respect to that certain parcel of land (hereinafter referred to as the "Property"), being unimproved fields, forestland and wetland, consisting of approximately two hundred forty-six and eight tenths (246.8) acres, more or less, with any and all buildings, structures, and improvements thereon, situated on Holt Lane, West Road, and New Hampshire Route 45, Town of Temple, County of Hillsborough, State of New Hampshire, more particularly described in Appendix "A" attached hereto and made a part hereof.

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1. PURPOSES

A. The Easement is hereby granted pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes (hereinafter referred to as the "Purposes of this Easement"):

1. The assurance that the Property will be retained forever as an important forestland, field, wetland, and wildlife habitat area; and

2. The prevention of any uses of the Property that will significantly impair or interfere with the conservation values of the Property; and

3. The preservation and conservation of wildlife habitat on the Property, in particular given that the Property features an approximately 600-foot range in elevation, across which is supported a diversity of forested and open plant and wildlife habitats; in particular given that the property fills a critical gap between the conserved properties knows as the Stone Easement to the west and the Banks Orchard Easement to the east; and in particular given that the Property is part of an approximately 5,400-acre block of unfragmented forest habitat, approximately 40 percent of which is permanently conserved land; and

4. The conservation of the Property for responsible forest management and/or agricultural management that preserves the public benefits of the natural resources of the Property and protects the Property's long-term capacity to produce economically valuable forestry products and/or agricultural products; and

5. The preservation and protection of the water quality of surface and underground waters on the Property, in particular given that more than 2,000 feet of the headwaters of Temple Brook cross the Property, and in particular given that approximately 25 acres of the southern portion of the Property are underlain by a stratified drift aquifer that also extends beneath the village of Temple; and

6. The preservation of open spaces for the scenic enjoyment of the general public, in particular views of the Property from the village of Temple and views of the Property from New Hampshire Route 45 on the southern approach to the village of Temple.

B. The Purposes of this Easement also are 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, 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."

C. The Purposes of this Easement also are consistent with the clearly delineated open space conservation goals, policies, and objectives as stated in the 2003 Master Plan for the Town of Temple, which states:

- "Guide new development to ensure protection of the Town's sensitive and significant natural, cultural, and historic resources;" and
- "Preserve and protect agricultural lands and environmentally sensitive lands and protect wildlife corridors to enhance the open space characteristics of the town;" and
- "Explore the use of an Aquifer Protection District Ordinance, or a Groundwater Protection Health Ordinance;" and
- "Explore the use of a Shoreland Protection District Ordinance, or Surface Water Resources Protection Overlay District."

D. The Purposes of this Easement also are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

2. USE LIMITATIONS

Any activity on or use of the Property inconsistent with the Purposes of this Easement is prohibited, subject to the reserved rights specified in Section 3. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

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 productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

1. 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 and sale of products 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. Agriculture shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Such management activities shall not be detrimental to the Purposes of this Easement.

2. 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.

a. For the purposes hereof, "Commercial Forestry" shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions.

b. For the purposes hereof, "Non-commercial Forestry" shall include non-commercial timber stand improvement activities 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.

3. 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. For references, see Appendix "B".

4. 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:

- 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.

5. Any and all Commercial Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement and prepared by a licensed professional forester or other qualified person if approved in advance and in writing by the Grantee.

a. 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.

b. The Forest Management Plan shall include the required elements set forth in Appendix "B", including a statement of landowner objectives, and shall specifically address the Purposes of this Easement, as described in Section 1, and the goals in Section 2.A.4.

6. 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 other qualified person approved in advance and in writing by the Grantee, that the Forest Management Plan, as defined in Section 2.A.5, has been prepared in compliance with the terms of the Easement. The Grantee shall have received from the Grantor a copy of the Plan within ten (10) days of such request by the Grantee.

a. Timber harvesting with respect to any Commercial Forestry shall be conducted in accordance with said Plan and shall be supervised by a licensed professional forester or other qualified person approved in advance and in writing by the Grantee.

b. Both Grantor and Grantee acknowledge 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.

B. The Property shall not be subdivided and none of the individual tracts that together comprise the Property shall be conveyed separately from one another.

C. No structure or improvement, including, but not limited to, a dwelling, an office, any portion of a septic system, tennis court, swimming pool, aircraft landing strip, tower, or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a barn, shed, maple sugar house, permeable road, dam, fence, bridge, dock, or culvert may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the on-site agricultural, forestry, conservation, habitat management, or non-commercial outdoor recreational uses of the Property, and provided that they are not detrimental to the Purposes of this Easement. Any such construction of an ancillary structure or improvement on the Property that exceeds one hundred (100) square feet in ground area shall be subject to the notification requirements set forth in Section 5.B.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface, or sub-surface water systems, wetlands, or natural habitat shall be allowed unless such activities:

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

2. do not harm state or federally recognized rare, threatened, or endangered species, 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

3. are not detrimental to the Purposes of this Easement.

E. No signs shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or non-commercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the Purposes of this Easement.

F. No mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials shall be allowed on the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A, C, D, or E. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property without permission from the Grantee.

G. No dumping, injection, burning, or burial of man-made materials shall be allowed on the Property.

H. The Property shall in no way be used to satisfy the density requirements of any applicable zoning ordinance or subdivision regulation with respect to the development of any other property.

I. No defacement, movement, removal, or alteration of any stone walls or other monuments or markers that serve as legal boundaries shall be allowed, as per New Hampshire RSA 472:6, or as the legal boundary of this Easement as described in Appendix "A".

J. 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.

K. No posting to prohibit the public from accessing and using the Property shall be allowed within two hundred (200) feet of the northern boundary of the Property as shown on the survey referenced in Appendix "A". The Grantee shall be under no duty to supervise said access, use, or purpose, except as provided in Section 4.D herein.

3. RESERVED RIGHTS OF THE GRANTOR

All uses of the Property not expressly prohibited herein and not inconsistent with the Purposes of this Easement are expressly reserved to the Grantor, subject to the notification requirements set forth in Section 5.B. These uses include, without limitation, the following:

A. To post the Property against public access and use, except as limited by Section 2.K. This provision is exempt from the notification requirements set forth in Section 5.B.

B. To maintain, utilize, repair, and replace in kind and location the utilities and facilities existing on the Property at the time of the execution of this Easement. This provision is exempt from the notification requirements set forth in Section 5.B.

C. To withdraw from the Easement no more than two (2) single-family home sites (the "House Lots"). The House Lots shall each not exceed ten (10) acres in size, and they shall be located, to the extent reasonably practicable, so as to minimize the impact of development on the Purposes of this Easement. The following restrictions and provisions apply to the House Lots:

1. The right to withdraw the House Lots from the Easement is personal to John Kieley, Constance C. Kieley, and their daughter, Jenna Chase Teeson. If this right has not been exercised by any of these parties, such right shall be extinguished and shall not be exercisable by any subsequent owner of the Property.

2. The House Lots shall only be sited with the prior written approval of the Grantee, which shall not be unreasonably withheld, pursuant to Section 5.B. In addition to the requirements of Section 5.B, in order to withdraw the House Lots the Grantor must submit for Grantee's approval, which will not be unreasonably withheld, a survey plan prepared by a licensed surveyor, recordable at the Hillsborough County Registry of Deeds, locating and depicting said House Lots as proposed to be withdrawn and developed, including the size and location of all structures, improvements, roads, driveways, and utilities serving the same.

3. The House Lots shall each include at least fifty (50) feet of frontage on a town road or the minimum frontage on a town road required by then-current local and/or state regulations for a new single-family residential lot, whichever is larger. Such frontage may be directly on a town road or connected to such road by a driveway, in which case the road frontage and driveway areas will be included in the ten-acre maximum lot size.

4. Said House Lots may be subdivided and conveyed separately from the Property.

D. To utilize, maintain, and repair the existing septic system on the Property shown as "Approx. Location of Septic Area" on the survey plan referenced in Appendix "A", and to relocate said septic system or construct a new state-approved septic system on the Property, all for the sole purpose of serving any single-family residences located on the Grantor's adjacent unrestricted land, said unrestricted land shown as "Exclusion Area '1'" on the survey plan referenced in Appendix "A". This right is subject to the notification requirements set forth in Section 5.B.

4. AFFIRMATIVE RIGHTS OF THE GRANTEE

A. The Grantee shall preserve and protect the conservation values of the Property.

B. The Grantee shall have reasonable access to all portions of the Property 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; however, the Grantee shall have no obligation to

provide regular supervision of or to maintain the Property, or to pay any taxes, assessments, fees, charges, or expenses in connection with the Property.

C. The Grantee shall have the right to place signs on the Property boundaries for the purpose of identifying it as conservation easement land protected by the Grantee.

D. The Grantee or its designee shall have the right to establish and/or maintain one (1) east-west-oriented pedestrian trail across the Property within two hundred (200) feet of the northern boundary of the Property as shown on the survey referenced in Appendix "A" for the purpose of providing non-motorized pedestrian recreational access for the general public. Any such newly established trail shall be located in an area that is mutually acceptable to the Grantor and the Grantee.

5. NOTIFICATION OF TRANSFER AND OTHER ACTIVITIES

A. The Grantor agrees to notify the Grantee in writing at least thirty (30) days before the transfer of title to the Property, or any interest therein, and shall provide the Grantee with a copy of the proposed deed thereof.

B. Unless otherwise specifically provided in this Easement, at least thirty (30) days before commencement of any construction or other activities related to the Grantor's Reserved Rights with respect to the Property, or before commencement of any construction of qualified ancillary structures or improvements as described in Section 2.C, the Grantee shall have received from the Grantor a written plan, describing or showing, as appropriate, the nature and location of the proposed physical changes, improvements, or activities to or on the Property in conjunction therewith, copies of any necessary state or local permits or approvals, and the overall scope of the proposal in relation to the Purposes of this Easement. Within thirty (30) days after the Grantee's receipt of such information and any supplemental information reasonably requested by the Grantee, the Grantee shall approve or disapprove the plan and so inform the Grantor in writing. Approval shall not be unreasonably withheld, and any disapproval shall specify in detail the Grantee's objections and the reasons therefor.

6. BENEFITS, 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 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 and agrees to and is capable of enforcing the Purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. 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 Purposes of this Easement.

7. 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, after a court hearing, or by confirmation of an arbitration award, 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.

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, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of condemnation or exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking or lawful sale with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered from such taking or lawful sale, in lieu of condemnation or exercise of eminent domain, shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property at the time of the condemnation. The value of the Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser which shall be obtained by the Grantor at his expense and submitted to the Grantee prior to division of the proceeds.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of the Purposes of this Easement.

9. ADDITIONAL EASEMENT

A. 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 Purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 6 accepts and records the additional easement.

B. Prior to conveyance of any such additional easement, the Grantor shall give the Grantee at least thirty (30) days written notice thereof, including therein a copy of the proposed

easement document. Within thirty (30) days after the Grantee's receipt of such notice, and any supplemental information reasonably requested by the Grantee, the Grantee shall approve or disapprove the proposed additional easement, and so inform the Grantor in writing. Any disapproval shall specify in detail the Grantee's objections and the reasons therefor.

10. RESOLUTION OF DISPUTES

A. The Grantor and the Grantee desire and agree that disputes arising from time to time concerning the provisions of this 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, action, or inaction complies with the provisions of this Easement, the concerned party shall notify the other party of the problem, and the parties shall attempt to reach an agreeable resolution by informal dialogue.

B. If informal dialogue does not resolve the dispute, either party may refer the dispute 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 Keene or Peterborough, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own legal fees and other costs, and the costs of mediation shall be split equally between the parties.

C. If the parties agree to bypass mediation, or if they subsequently agree that mediation will not successfully resolve the dispute, the parties may agree to submit the dispute to binding arbitration in accordance with New Hampshire RSA 542. Within twenty (20) days of the agreement to arbitrate, the parties shall agree to one single arbitrator. If unable to agree on one single arbitrator, each party shall choose one arbitrator. The two arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrator or arbitrators, as the case may be, shall forthwith set as early a hearing date as is practicable. The arbitration hearing shall be conducted in Keene or Peterborough, New Hampshire, or such other location as the parties shall agree. A decision by the single arbitrator or by two of the three arbitrators, as the case may be, may include an award of legal fees and other costs and shall be binding upon the parties. Either party may obtain judicial enforcement of the decision in a court of competent jurisdiction.

D. Notwithstanding the availability of mediation and arbitration to address disputes, if either party believes that entering into mediation or arbitration is unlikely to resolve a dispute, then either party may bring an action at law or in equity in any court of competent jurisdiction to address the dispute. Such action may include seeking a temporary or permanent injunction, recovering damages, or obtaining other relief as appropriate.

E. Notwithstanding any of the foregoing, if the Grantee believes at any time that any action or inaction of the Grantor or a third party is causing or is threatening to cause irreparable damage to the Property in breach of the Easement, the Grantee may pursue its remedies under Section 11, "Breach of Easement."

11. BREACH OF EASEMENT

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 the action that the Grantee requires the Grantor to take in response, which may include a demand to cure or prevent the breach and, where the breach involves damage to the Property, to restore the damaged Property.

B. The Grantor shall, within thirty (30) days after receipt of such notice, 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 paragraph 11.B, the Grantee may undertake any actions that are reasonably necessary to repair any damage or to cure or prevent 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 by temporary or permanent injunction, and to restore the damaged Property.

D. Notwithstanding the availability of any and all other legal remedies, if the Grantee determines that the conservation values protected by this Easement are in immediate danger of irreparable damage, the Grantee may pursue any and all of 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 a breach of this Easement or damage 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 therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

F. 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 legal fees, and any costs of restoring the damaged Property, 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 legal fees and other costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this 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 legal costs and other costs in defending the action.

G. Forbearance by the Grantee in exercising its rights under this Section, "Breach of Easement," or recourse by the Grantee to the remedies available under Section 10, "Resolution of Disputes," shall not be construed to be a waiver of the Grantee's rights hereunder. No delay

or omission by the Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches.

H. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any damage 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 damage 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.

12. AMENDMENT

This Easement may not be amended except by agreement of both parties in writing, and in accordance with "Amendment Policies of The Monadnock Conservancy," as revised June 8, 2001 and appended hereto as Appendix "C", or as subsequently revised and approved by the Board of Trustees of The Monadnock Conservancy.

The Grantors hereby waive their rights of homestead as to the interests conveyed in the Property.

IN WITNESS WHEREOF, We have hereunto set our hands this 27 day of December, 2007.

John Kieley

Constance C. Kieley

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27 day of December, 2007 by John Kieley and Constance C. Kieley.

Debra M. Harling
Notary Public/Justice of the Peace

Debra M. Harling
Print name

(Notary Seal):

My commission expires:

DEBRA M. HARLING
Notary Public - New Hampshire
My Commission Expires August 23, 2011

ACCEPTED: **The Monadnock Conservancy**

By: Elizabeth B. Harris
Elizabeth B. Harris
Duly Authorized Secretary of The Monadnock Conservancy, on its behalf.

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of December, 2007 by Elizabeth B. Harris.

Mary E. Lanthier
Notary Public/~~Justice of the Peace~~

Print name

(Notary Seal)

My commission expires:

MARY E. LANTHIER
MY COMMISSION EXPIRES MAY 17, 2011
NOTARY PUBLIC
NEW HAMPSHIRE

APPENDIX "A"
Property Description

A certain parcel of land (the "Property") located in the Town of Temple, County of Hillsborough, State of New Hampshire, on the northerly side of West Road and westerly of NH Route 45, being the premises shown as "Tax Map 2, Lot 79, 246.8 Acres in Conservation Easement, 10,749,018.5 Sq. Ft." on Sheets 1 & 2 of the plan entitled "Conservation Easement Plan of Land Owned by John & Constance Kieley, 37 Holt Lane, Tax Map 2, Lot 79, Temple, New Hampshire," dated December 13, 2007, prepared by Gayle B. Rochford, LLS #878 (the "Plan"), said plan to be recorded herewith in Hillsborough County Registry of Deeds.

Excluded from the conservation easement are the areas shown on the Plan as "Exclusion Area '1', 261,849.8 Sq. Ft., 6.01 Acres" and "Exclusion Area '2', 142,527.7 Sq. Ft., 3.27 Acres."

Subject to the rights conveyed by John Kieley and Constance C. Kieley to Public Service Company of New Hampshire and New England Telephone d/b/a Bell Atlantic-New England, dated August 28, 2000, recorded in Hillsborough County Registry of Deeds, Volume 6293, Page 350.

Subject to the rights of said John Kieley and Constance C. Kieley, their heirs and assigns, and of any others to pass and repass over Holt Lane shown on the Plan for all purposes presently used.

Meaning and intending to convey a conservation easement on a portion of the same premises conveyed to said John Kieley and Constance C. Kieley by Fiduciary Deed of Velma A. Perkins, Trustee of The Alvin W. Holt, Jr. Trust dated May 16, 1990, said deed dated May 12, 2000, recorded in Hillsborough County Registry of Deeds, Volume 6241, Page 863, less the portion thereof conveyed by Warranty Deed of said Kieleys to Jorge Teixeira and Judith R. Teixeira, dated July 24, 2000, recorded in Volume 6269, Page 1262.

APPENDIX "B"
Required Forest Management Plan Elements and Examples of References

1. FOREST MANAGEMENT PLAN ELEMENTS

The Forest Management Plan shall include, at a minimum, the following elements:

A. The Property's current owner(s), including their then current mailing address and telephone number(s),

B. The Property tax assessor's map number and lot/parcel number, the Property's total acreage, and acreage subject to this, or any other, restriction or easement;

C. The Property's deed book and deed page from the Hillsborough County Registry of Deeds;

D. A history of the Property and its management, including forestry or agricultural activities engaged in during the previous ten (10) years;

E. An inventory of forest resources, including species, quality, age class distributions, growth rates, potential harvest volumes and values;

F. A forest stand map: an appropriately scaled and accurate map, which shall delineate the Property's boundaries, forest types, estimated locations of any threatened or endangered animal and plant species, unique (geological, hydrological, historical, and cultural) features, existing roads and other means of access to the Property, soil types, topography, and aspect;

G. The names, addresses, and tax map references to the Property's abutters, and a description of the manner in which any areas on abutting properties are protected for natural, scenic, forested, agricultural, historical, open space, conservation, or wildlife purposes; and, to the extent possible, an explanation of how the management activities would affect or be affected by the resources or specific features on these abutting properties;

H. A description of the owner's management objectives and practices over the next ten (10) year period;

I. A description of the specific practices and actions to be followed, including those taken during timber harvests, to address all applicable goals outlined in Section 2.A.4 of the easement deed, including without limitation site-specific practices such as locations of stream crossings, buffers for sensitive areas, and proposed roads;

J. Every ten (10) years, a description of the management practices actually carried out on the Property during such period, and an updated plan prepared in consultation with a licensed professional forester or other qualified person approved in advance and in writing by the Grantee.

2. REFERENCES

Examples of references to be used in forestry practices include:

- "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (J.B. Cullen, 1996 or as subsequently revised and updated).

- "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 1997 or as subsequently revised and updated).

- "A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners" (Geoffrey Jones, 1993).

APPENDIX "C"

AMENDMENT POLICIES OF THE MONADNOCK CONSERVANCY

The Monadnock Conservancy's easements are achieved through voluntary agreements with landowners. Once an agreement has been executed, the Conservancy is bound to uphold the terms of the easement as negotiated. The Conservancy's record in upholding the terms and purposes of the original easement will determine whether future donors will put their trust in the Conservancy.

It is The Monadnock Conservancy's policy to hold and enforce conservation easements as written. The restrictions and use limitations of the Conservancy's conservation easements are its primary assets, and are held for the public good. Consequently, no easement shall be amended in any manner which would adversely affect the original purpose of the easement or jeopardize the public good resulting from it.

The Monadnock Conservancy shall follow the following policies and procedures when considering applications for amendment of a conservation easement:

1. Easement amendment requests shall be made in writing to the Executive Director, and shall include a summary of the manner in which the easement would be altered by the proposed amendment and a statement of the reasons for seeking the amendment accompanied by the appropriate property descriptions and documentation.

2. The staff of the Conservancy shall conduct a preliminary review of each request, and may submit a recommendation to the Board of Trustees for action regarding the proposed amendment if the request meets the following conditions:

   a. The proposed amendment is consistent and compatible with the intent and purposes of the original easement deed; and

   b. There is no net loss in the amount or quality of acreage protected by the easement; and

   c. The proposed amendment will maintain or improve the conservation values of the property; and/or

   d. The amendment will decrease the Conservancy's management burden created by the easement (as in corrections of error, corrections of vague or inconsistent easement terms, to updates to currently standard easement language); and/or

   e. The proposed amendment will significantly strengthen the conservation provisions of the easement, or extend such provisions to other eligible properties.

3. No amendment shall be executed without the prior approval of a majority of the entire Board of Trustees then in office; however, under no circumstances shall an amendment be approved which will increase the level of residential, commercial or industrial development permitted in the original easement, limit the duration of the original easement, increase the negative impact on the conservation value of the property from

uses or actions permitted under the terms of the original easement, or affect the qualification of the easement or the status of the Conservancy under any applicable laws, including RSA 477:45-47 and sections 170(h) and 501(c)3 of the Internal Revenue Code.

4. All easement amendments shall be in legal form approved and executed by the Board of Trustees, and shall be recorded in the appropriate county registry of deeds.

5. Parties requesting easement amendments shall submit a $500 deposit to cover the staff time involved in reviewing the request, to be billed as specified in the then-current Monadnock Conservancy fee schedule, and shall also pay the Conservancy's legal fees involved in considering the request. Such fees shall be invoiced and paid prior to recording the amendment. Any unexpended portion of the initial fee shall be refunded, and the requestor shall be responsible for all costs exceeding the initial fee. The Board of Trustees may also condition the approval of an amendment request on the contribution to the Stewardship Endowment of an amount sufficient to offset any increased stewardship obligations.

Adopted June 2001