Doc # 0013803 Dec 28, 2016 3:01 PM

Register of Deeds, Carroll County

Lisa Scott

C/H
L-CHIP
CAA083526

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

CONSERVATION EASEMENT DEED

BANK OF AMERICA, N.A., a national banking institution with a mailing address of 100 Federal Street, 4th Floor, MA5-11-04-05, Boston, Massachusetts 02110, as **TRUSTEE OF THE JOHN A MOIR, JR., TRUST OF 1992**, under instrument dated June 17, 1992 (hereinafter referred to as the "Landowner", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Landowner's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **CHOCORUA LAKE CONSERVANCY ("CLC")**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business in the Village of Chocorua in the Town of Tamworth, Carroll County, State of New Hampshire, with a mailing address of P.O. Box 105, Chocorua, NH 03817, 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 "Easement Holder" which shall, unless the context clearly indicates otherwise, include the Easement Holder's successors and assigns),

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 "Conservation Area") with any and all improvements thereon, consisting of approximately 92.6 acres, situated on Washington Hill Road in the Village of Chocorua, Town of Tamworth, Carroll County, State of New Hampshire, shown on a survey plan entitled "COMPOSITE CONSERVATION

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EASEMENT PLAN OF PROPERTY OF THE JOHN A. MOIR, JR. TRUST OF 1992 LOCATED IN TAMWORTH, NEW HAMPSHIRE", dated November 21, 2016, 1"=150', by HEB Engineers, Inc., recorded in Carroll County Registry of Deeds Plan Book 237, Page 77, ("Plan"), more particularly bounded and described in Appendix A attached hereto and made a part hereof.

I. The Conservation Area includes the following natural habitat, open space, scenic, forestry, water quality, and conservation attributes protected by the terms of this Easement:

A. 2,745.12 feet of undeveloped, scenic frontage along Washington Hill Road, a public road;

B. Undisturbed forest coverage of the crest of Washington Hill, so-called, which forested crest is an important element of the easterly view from the surface of Chocorua Lake, heavily used by the public for boating, swimming, fishing, ice skating, and cross country skiing purposes, and is also an important element of the easterly view from the Chocorua Lake Basin Historic District, created by the United States National Park Service in 2005;

C. The Conservation Area is located within the Chocorua Lake Basin Historic District, a district registered on the National Register of Historic Places and consisting primarily of architecturally significant summer cottages and their associated outbuildings and over 6000 acres of undeveloped, contiguous forest land that are historically and integrally linked to the District. The District is deemed of significance at the State level in the areas of recreation, conservation and historically significant architecture. In addition, an historically important cellar hole of the Willey family residence is located on the Conservation Area.

D. Approximately 31.5 acres of the Conservation Area drains into the Chocorua Lake basin and protection thereof will contribute to the quality of the Chocorua Lake water, as the drainage from the Conservation Area follows the Brown Lot and other properties protected by the Easement Holder, as well as by an extensive system of "berms and swales" created with the cooperation of New Hampshire Department of Transportation, U.S. National Forest Service, U.S. Natural Resources Conservation Service and others, and maintained by the Easement Holder and New Hampshire Department of Transportation.

E. The Easement contributes approximately 92.6 acres to a contiguous network of protected lands abutting the Conservation Area, including the Brown Lot, so-called, consisting of 150 acres, more or less, owned and protected by the Easement Holder and shown on current tax maps of the Town of Tamworth as Map 407, Lot 129, and numerous other adjacent or nearby tracts of land protected by conservation covenants held by the Easement Holder, creating an interconnected block of protected habitat(s) containing approximately 3000 total acres protected by the Easement Holder. This 3000-acre block abuts the White Mountain National Forest and abuts or is nearby the Hemenway and Bowditch Runnells State Forests and other conserved lands protected by other conservation organizations, including The Nature Conservancy, the Society for the Protection of New Hampshire Forests, and the Lakes Region Conservation Trust, and this interconnected group of conserved lands (which completely surround Chocorua Lake) is important to the movement of wildlife and important for facilitating large scale ecological processes, as recommended by the Town of Tamworth's 2008 Master Plan [Chapter III(8)(G)]

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F. The Conservation Area supports a variety of flora and fauna, including relatively mature Hemlock – beech – oak – pine forest with prominent tall white pines at the summit of Washington Hill. In the Northeastern portion of the Conservation Area this forest community is in a semi-old growth stage of forest development, with exceptionally large white pine, hemlock and red oak trees up to 40" in diameter. The forested area is almost entirely free of invasive plant species, and provides natural habitat for moose and white-tailed deer among other species;

G. This Easement will protect forest cover, whose maintenance and active management under the guidance of a licensed forester is recommended by the Town of Tamworth's 2008 Master Plan [Chapter III(8)(E)]; 69 acres of Farmland Soils of Local Significance, and/or 74.4 acres of Important Forest Soils ranked as Group IA, and 18.5 acres of Important Forest Soils ranked as Group IB.

The conservation attributes and present conditions of the Conservation Area are further described and set forth in a Baseline Documentation Report of approximately even date herewith, which is on file with the Easement Holder and Landowner.

1. **PURPOSES**

Because of the above described conservation attributes, the Easement hereby granted pursuant to NH RSA 477:45-47, is exclusively for the following conservation Purposes (herein referred to as the "Purposes") for the public benefit:

A. The protection of a relatively natural habitat or ecosystem on the Conservation Area; and

B. The conservation and protection of open spaces, particularly the conservation of the forest land of which the Conservation Area consists, for responsible forest management that preserves the public benefits of the natural resources of the Conservation Area and protects the long-term capacity of the Conservation Area to produce economically valuable forestry products; and

C. The preservation of open spaces for the scenic enjoyment of the general public, especially from the publicly accessible and heavily used Chocorua Lake, and from the nationally recognized Chocorua Lake Basin Historic District, as well as of public users of Washington Hill Road in the Village of Chocorua in the Town of Tamworth; and

D. The addition of 92.6 acres of Conservation Area to the extensive network of connected conserved land owned and/or protected by the Easement Holder, The Nature Conservancy, and by the U.S. National Forest Service, the Lakes Region Conservation Trust, and others, which provide varied habitat and migration opportunity for a variety of wildlife species;

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E. The protection of the water resources on and under the Conservation Area, providing additional protection for the water quality of Chocorua Lake, used by the public for a variety of recreational and other activities;

F. The preservation of an historically important cellar hole of the residence owned by the Willey family, a prominent Mount Washington Valley family in the 1850s;

G. The assurance that the Conservation Area will be retained forever as forestland, field, wetland and wildlife habitat area; and

H. The prevention of any uses of the Conservation Area that will significantly impair or interfere with the conservation values of the Conservation Area.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the vision statement of the 2008 Master Plan of the Town of Tamworth, which adopts, among other goals, the goals of *"protecting open spaces and preserving natural resources," "protecting natural systems that maintain clean water, clean air and promote biodiversity in native wildlife," "promoting sustainable . . . forestry practices in the community . . . and ensuring that the best . . . forest soils are preserved, "recognizing and protecting view shed and open spaces" and " promoting the sustainable use and stewardship of cultural and historic resources."* Said Master Plan also states *"The Conservation Commission should encourage all woodlot owners to develop a management plan for sustainable forestry using best management practices and consultation with a licensed forester,"* and further states, *"The Conservation Commission, the Planning Board and the Board of Selectmen should establish Wildlife Corridors by means of conservation easements and managed development in order to foster the migration and enhance the habitat of area wildlife;"*

The above Purposes are consistent with New Hampshire RSA Chapter 79-A:1 "Declaration of Public Interest," 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. It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. Open space land imposes few if any costs on local government and is therefore an economic benefit to its citizens. The means for encouraging preservation of open space authorized by this chapter is the assessment of land value for property taxation on the basis of current use;"*

The above Purposes are consistent with the Wildlife Action Plan of the State of New Hampshire, approved by the U.S. Fish and Wildlife Service in 2006, whose "Strategy 700, Land Protection" states: "702 Objective: Protect unfragmented blocks and other key wildlife habitats."

The above Purposes are consistent with The Lakes Region Plan, published by the Lakes Region Planning Commission in 2014, which identifies the protection of the region's natural resources, including its forest resources, as a "top" priority of the region and emphasizes, with respect to the region's forests, the *"need to retain large unfragmented blocks of land through land*

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conservation." Said Plan further acknowledges the important correlation between water supply and quality and the protection of the region's forests: "*The quality and quantity of water flowing into [the region's] lakes and ponds is directly correlated to the extent and condition of the region's forests. The natural forest cover 'produces' clean water by capturing, collecting and naturally filtering rainwater that then feeds surface and ground water systems.*"

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

Conservation of the Conservation Area in accordance with these Purposes will yield a significant benefit to Tamworth area residents and visitors and the general public.

2. **USE LIMITATIONS** (Subject to the Section "Reserved Rights of Landowner" below)

The Conservation Area shall be maintained in perpetuity as open space subject to the following use limitations:

A. **Industrial and Commercial Activities.** There shall not be conducted on the Conservation Area any industrial or commercial activities, except forestry as described below, and provided that the productive capacity of the Conservation Area to yield forest crops shall not be degraded by on-site activities.

i. Explanation of Terms.

For the purposes of this Easement, "forestry" shall include but not be limited to: the growing, stocking, cutting, and/or sale of Christmas trees or forest trees of any size capable of producing timber, fiber, or other wood products; precommercial silvicultural activities including but not limited to timber stand improvement; and the construction of roads or other access ways for the purpose of removing timber, fiber, or other wood products from the Conservation Area; and the processing and sale of products produced on the Conservation Area (such as firewood and maple syrup).

ii. Forestry. If any forestry is conducted for industrial or commercial purposes, it shall be performed, to the extent reasonably practicable, as hereinafter specified in a manner not detrimental to the Purposes of this Easement and in accordance with the following provisions:

a. **Goals:** Any such forestry shall be performed, to the extent reasonably practicable, in accordance with 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;

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- protection of significant or fragile natural areas, such as habitat for state or federally recognized rare, threatened, or endangered species, or such as exemplary natural communities, such habitat or communities as identified by the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, 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;
- protection of significant historic and cultural features; and
- conservation of plant and animal species.

b. **Management Plan:** Any such forestry shall be performed in accordance with a written forest management plan ("Management Plan") consistent with this Easement, prepared by a licensed professional forester, or by another qualified person approved in advance and in writing by the Easement Holder. Said Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting of trees is expected to commence, or shall have been reviewed and updated as required by said forester or other qualified person at least thirty (30) days prior to said date. Landowner shall provide a copy of said Management Plan to the Easement Holder no later than thirty (30) days after preparation or updating, as the case may be, of said Management Plan.

The Management Plan shall include:

- A statement of Landowner objectives;
- Forest type map showing stands related to the prescriptions provided in the Plan;
- A map showing soil types as determined by the U.S. Department of Agriculture's Natural Resources Conservation Service (or by another similarly charged successor governmental agency), access roads, wetlands, and surface waters;
- Prescriptions for each described stand, including commercial and non- commercial treatments; and
- Explanation of how wetlands, riparian areas, vernal pools, and soils will be protected in association with road construction, other soil disturbing activities, and the implementation of stand prescriptions;

and shall specifically address:

- the accomplishment of those Purposes for which this Easement is granted;
- the Goals in Subsection a above; and

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- the protection of the intact forested ridge of Washington Hill; and
- the protection and conservation of the semi-old growth forest as an example of an Exemplary Natural Community as defined by the New Hampshire Natural Heritage Bureau

At least thirty (30) days prior to harvesting of trees, Landowner shall submit to Easement Holder a written certification, signed by a licensed professional forester, or by another qualified person approved in advance and in writing by the Easement Holder, that such Management Plan has been prepared in compliance with the terms of this Easement. Upon request by the Easement Holder, the Landowner shall submit the plan itself to Easement Holder within ten (10) days of such request. It is acknowledged that the Management Plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

c. **Forest Management Activities:** Any timber harvesting with respect to such forestry shall be conducted in accordance with said Management Plan and shall be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Easement Holder.

The Landowner shall carry out any such forestry in accordance with all applicable local, state, federal, and other governmental laws and regulations, and shall be solely responsible for securing all necessary governmental permits and approvals in association therewith. In addition, any such forestry shall, to the extent reasonably practicable, be conducted in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Conservation Area recommended by governmental natural resource conservation and management agencies then active, including but not limited to recommended practices in "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 1997, revised 2010), or similar successor publications.

In areas visible to the general public, any such forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in "A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners" (Geoffrey Jones, 1993) or similar successor publications..

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d. **Restricted Forestry Areas.** In order to enhance the protection of the scenic values of the Conservation Area as seen from Washington Hill Road and from Chocorua Lake, and to maintain an intact forested ridge along the crest of Washington Hill as seen from the west, no commercial cutting or harvesting shall occur, without the prior approval of the Easement Holder, within zones shown as "Enhanced Protection Zone" on the Plan, being defined as:

(i) within a zone one hundred (100) feet from the centerline of Washington Hill Road; and

(ii) within a zone from the westerly boundary of the Conservation Area to the crest of the ridge line, and on the easterly side of the ridge line, that may affect the integrity of the forested ridge as seen from Chocorua Lake .

Notwithstanding the foregoing, the Landowner is expressly authorized to remove dead, diseased or hazardous debris, including trees, from the Restricted Forestry Areas, and with prior consultation with the Easement Holder, engage in selective cutting to enhance the health of the forest in these areas and to maintain and enhance the scenic values protected hereby.

B. **Subdivision.** The Conservation Area shall not be subdivided, and none of the tracts which together may comprise the Conservation Area shall be conveyed separately from one another, except that the lease of any portion of the Conservation Area for any use permitted by this Easement shall not violate this subsection B.

C. **Structures and Improvements.** No structure or improvement shall be constructed, placed, or introduced onto the Conservation Area, except for structures and improvements which are:

i. necessary in the accomplishment of the forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Conservation Area and which may include but not be limited to roads, trails, ponds, fences, utility lines, bridges, culverts, maple sugar houses, or sheds; and

ii. not detrimental to the Purposes of this Easement.

The Landowner shall provide the Easement Holder with forty-five (45) days' written notice prior to any construction of a permitted improvement with a footprint exceeding two thousand (2,000) square feet. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Conservation Area

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any of the following structures or improvements, including any portion thereof: dwelling, residence, cabin, residential driveway, septic system, tennis court, swimming pool, athletic field, golf course, storage trailer, tower, telecommunication facility, or aircraft landing area.

D. **Soil Disturbance.** 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 forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Conservation Area; 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, the New Hampshire Fish and Game Department, or the agency then recognized by the State as having responsibility for identification and/or conservation of such species and/or natural communities; and

iii. are carried out, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices as referenced in Sections 2.A.ii. and iii.c. above; and

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

Prior to the commencement of any such activities, the Landowner shall be solely responsible for securing all necessary federal, state, local, and other governmental permits and approvals.

E. **Advertising Structures and Signs.** No outdoor advertising structures shall be displayed on the Conservation Area except as commonly necessary in the accomplishment of the forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Conservation Area, or as necessary for public safety, and in any case provided such structures are not detrimental to the Purposes of this Easement. No sign on the Conservation Area shall exceed sixteen (16) square feet in size, and no sign shall be artificially illuminated.

F. **Mining/Extraction.** There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Conservation Area, whether for exploratory or extractive purposes, except in connection with any improvements made pursuant to and consistent with the provisions of Sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Conservation Area.

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G. **Disposal.** There shall be no dumping, disposal, injection, burning, or burial on the Conservation Area of man-made materials or materials then known to be environmentally hazardous.

H. **Rights-of-Way.** 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 Conservation Area without the prior written approval of the Easement Holder, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.

I. **Use of Conservation Area for Developing Other Premises.** The Conservation Area shall not be used to satisfy the density, open space, frontage, setback, or other requirements of any applicable zoning ordinance, subdivision regulation, or other land use regulation of any governmental unit with respect to the development of any other property. Notwithstanding the provisions of the immediately preceding sentence, said regulations shall not include those governing N.H. Current Use Assessment under RSA 79-A as may be amended from time to time.

J. **Prohibition of Motorized Recreational Vehicles.** The Grantor shall not permit any third party to use the following types of vehicles on the Property, except for purposes of maintaining and managing the Property in accordance with the terms of this Easement, and for emergency or law enforcement purposes: off-highway recreational vehicles (which includes motorized all-terrain vehicles and motorized trail bikes) and snowmobiles, as defined in NH RSA 215-A:1, as may be amended from time to time. Furthermore, the Landowner's failure to post the Property against such use, as provided in RSA 215-A:34, or otherwise under New Hampshire law, shall not be construed as an affirmative grant to any third party the right to utilize such vehicles on the Property.

The intent of the Landowner and Easement Holder is to permit all other uses of the Conservation Area that are not inconsistent with the Purposes of this Easement, such inconsistency as determined by the Easement Holder, and that are not expressly prohibited herein.

3. RESERVED RIGHTS OF LANDOWNER

The Landowner hereby reserves to and for Landowner: (i) all customary rights and privileges of property ownership associated with the Property that are not specifically restricted by the terms of Section 2 of this Easement or that do not materially impair significant conservation values protected by this Easement, and (ii) notwithstanding the terms of Section 2 hereof, the following rights and privileges set forth under the subsections of this Section 3 shall be specifically permitted on the Property as rights and privileges that are not inconsistent with the conservation purposes of this Easement.

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A. Construct, relocate, maintain, repair, replace, and use trails, fences, bridges, , gates, equipment and storage sheds, , maple sugar houses, stone walls, woods, logging and farm roads, skid roads, and rights-of-way on the Property, as reasonably necessary for the exercise of Landowner's rights and privileges on the Property (including but not limited to rights associated with silviculture and passive recreational activities), or necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property. No construction, relocation, maintenance, repair, or replacement allowed by this section shall unreasonably adversely impact the forestry viability or wildlife habitat values of the Property, or the productive capacity of the soil.

B. Install, construct, maintain, repair and replace wires, lines, pipes, cables, or other facilities providing electrical, water, communications, or other utility services to and from the improvements permitted on the Property, provided such utilities shall not be detrimental to the purposes of this Easement.

C. Stockpile and compost stumps, tree and brush limbs, and similar unpainted, untreated biodegradable materials generated from farm and forestry activities on the Property in a manner and location which does not detract from the scenic qualities protected by this Conservation Easement. All compost materials shall be maintained in a sanitary manner. All compost operations shall be limited to an area no greater than one (1) acre in size.

D. Operate motorized vehicles, including ATVs, and other mechanized vehicles for the purpose of exercising the permitted uses, activities or Reserved Rights of the Landowner.

E. Prohibit public access to the Property, including without limitation by posting the Property.

F. Landowner reserves the right to construct, reconstruct, deconstruct, and/or maintain one (1) pond for purposes of fire protection, wildlife habitat enhancement, and/or non-commercial recreation in accordance with plans developed by the U.S. Natural Resources Conservation Service or other similar agency then active. Furthermore, the Landowner reserves the right to remove from the Property any dirt, rocks, mud, or other associated materials resulting from the construction, reconstruction, deconstruction, or maintenance (such as dredging) of said pond. The exercise of any of these rights must not be detrimental to the Purposes of this Easement. Any pond created hereunder shall be entirely located within a 200' radius of the dug well serving the Paven house, as shown on the Plan, and be no larger than two (2) acres. Landowner shall notify the Easement Holder in writing at least thirty (30) days before undertaking construction, reconstruction, deconstruction, or dredging activities, said notice to include a description of the timing, location, scope, and method of the proposed activity. The Landowner shall secure all necessary federal, state, local, and other governmental permits and approvals as may be necessary in the exercise of this

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reserved right, and shall restore any portions of the Conservation Area that are affected by construction activities.

G. Engage in maple sugaring.

H. Harvest timber and firewood for Landowner's personal use and consumption.

The Landowner must notify the Easement Holder in writing at least thirty (30) days before any exercise of the aforesaid reserved rights, and prior to said exercise, the Landowner shall have sole responsibility for securing and complying with the terms of all necessary federal, state, local, and other governmental permits and approvals. The exercise of any reserved right in this Section 3 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, the New Hampshire Fish and Game Department, or the agency then recognized by the State as having responsibility for identification and/or conservation of such species and/or natural communities.

4. NOTIFICATION OF TRANSFER, TAXES, & MAINTENANCE

A. The Landowner agrees to notify the Easement Holder in writing within ten (10) days of the transfer of title to the Conservation Area, including any change in Trustee for the Conservation Area held in trust.

B. The Easement Holder shall be under no obligation to maintain the Conservation Area or pay any taxes or assessments thereon.

5. BENEFITS & BURDENS, ACCESS

A. The burden of the Easement conveyed hereby shall run with the Conservation Area 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's or transferee's power of assignment or transfer shall be similarly limited.

B. The grant of this Easement does not create any public right of access to the Property for any use or purpose, or any right-of-way over, across or upon the Property for the benefit and use of the general public.

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6. AFFIRMATIVE RIGHTS OF EASEMENT HOLDER

A. **Access to Conservation Area.** The Easement Holder and the shall have reasonable access to the Conservation Area 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. The easement holder shall indemnify and hold harmless the Landowner from all loss, damage, or liability incurred as a result of access to the conservation easement by its employees, agents, and/or contractors, in accordance with this paragraph 6. A..

B. **Signs.** To facilitate such inspection and to identify the Conservation Area as conservation land protected by the Easement Holder, the Easement Holder shall have the right to place signs, each of which shall not exceed twenty-four (24) square inches in size, along the Conservation Area's boundaries.

7. RESOLUTION OF DISAGREEMENTS

A. **Dialogue.** The Landowner and the Easement Holder desire that issues arising from time to time concerning the interpretation of the provisions of the Easement, or any use or activity on the Conservation Area, will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Landowner and the Easement Holder agree that if either party becomes concerned whether any proposed or actual use, activity, or failure to take action (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. **Mediation.** If informal dialogue does not resolve a disagreement regarding the Activity, and if the Landowner agrees not to proceed or 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 Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own legal fees and other associated costs, and the costs of mediation shall be split equally between the parties.

C. **Arbitration.** If the parties cannot agree upon the selection of a mediator, if all parties agree to bypass mediation, if any party refuses to participate in or continue with mediation, or if the parties are unable to resolve the disagreement, the disagreement may be submitted to binding arbitration in accordance with New Hampshire RSA 542 as that statute may be amended from time to time. Unless the

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parties agree upon a single arbitrator, the Landowner and the Easement Holder shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. The arbitrator's decision, or the decision by two of the three arbitrators, as the case may be, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement. Each party shall pay its own legal fees and other associated costs, and the costs of arbitration shall be split equally between the parties.

D. **Legal Action.** Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Easement Holder believes that some use, activity, or failure to take action on the part of the Landowner or of a third party is causing irreparable harm or damage to the Conservation Area, or creates an imminent threat of same, the Easement Holder 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 or threat of same; enforce the terms of this Easement; enjoin any violation by permanent injunction; and require the restoration of the Conservation Area to its condition prior to any breach.

8. BREACH OF EASEMENT – EASEMENT HOLDER'S REMEDIES

A. **Notification by Easement Holder.** If the Easement Holder determines that a violation or breach of this Easement has occurred (which together shall hereinafter be referred to as "breach"), the Easement Holder shall notify the Landowner in writing of such breach and demand corrective action to cure the breach and, where the breach involves damage, disturbance, or harm (hereinafter referred to as "damage") to the Conservation Area, to restore the portion of the Conservation Area so damaged to its prior condition.

B. **Performance by Landowner.** The Landowner 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 Landowner shall promptly notify the Easement Holder of its actions taken hereunder.

C. **Failure by Landowner.** If the Landowner 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 Easement Holder may undertake any actions, in the Landowner's name, that are reasonably necessary to repair any

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damage 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 Conservation Area to the condition that existed prior to any such damage.

D. **Easement Holder's Remedies.** If the Easement Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to any conservation attribute of the Conservation Area, the Easement Holder may pursue its remedies under this Section, "Breach of Easement...," without prior notice to the Landowner or without waiting for the period provided for cure to expire.

E. **Damages.** The Easement Holder shall be entitled to recover damages from the party directly or primarily responsible for the breach or for damage to any conservation attributes protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Conservation Area. Without limiting the Landowner's liability therefor, the Easement Holder, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Conservation Area.

F. **Easement Holder's Rights Additive.** The Easement Holder's rights under this Section, "Breach of Easement...," are in addition to the provisions of the above 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 Easement Holder's rights hereunder.

G. **Imminent Danger.** The Landowner and the Easement Holder acknowledge and agree that should the Easement Holder determine, in its sole discretion, that conservation attributes protected by this Easement are in immediate danger of irreparable damage, the Easement Holder may seek the injunctive relief described in the above Subsection, "Failure by Landowner," both prohibitive and mandatory, in addition to such other relief to which the Easement Holder 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 Easement Holder'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. **Costs.** Provided that the Landowner is directly or primarily responsible for the breach, all reasonable costs incurred by the Easement Holder in enforcing the terms of this Easement against the Landowner, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Landowner's breach of this Easement shall be borne by the Landowner; and provided further, however, that if the Landowner ultimately prevails in an enforcement action, each party shall bear

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its own costs. Notwithstanding the foregoing, if the Easement Holder initiates litigation against the Landowner 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 Easement Holder to reimburse the Landowner's reasonable costs and reasonable attorney's fees in defending the action.

I. **Forbearance by Easement Holder.** Forbearance by the Easement Holder to exercise its rights under this Easement in the event of any breach of any term hereof by the Landowner shall not be deemed or construed to be a waiver by the Easement Holder of: such term or any subsequent breach of the same; any other term of this Easement; or any of the Easement Holder's rights hereunder. No delay or omission by the Easement Holder in the exercise of any right or remedy upon any breach by the Landowner shall impair such right or remedy or be construed as a waiver. The Landowner hereby waives any defense of laches or estoppel.

J. **Causes Beyond Landowner's Control.** Nothing contained in this Easement shall be construed to entitle the Easement Holder to bring any action against the Landowner for any damage to, or change in, the Conservation Area, or to any person, resulting from causes beyond the Landowner'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 Landowner under emergency conditions to prevent, abate, or mitigate significant damage to the Conservation Area or to any person resulting from such causes. The Easement Holder and the Landowner 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, and, further, prior to either party taking any such separate action, the Easement Holder and Landowner shall first discuss with one another opportunities for taking collective action.

9. 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, or by prepaid overnight delivery service providing a signed receipt for delivery, to the appropriate address set forth above or at such other address as the Landowner or the Easement Holder may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

10. 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

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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.

11. HOLD HARMLESS

The Landowner agrees to release, hold harmless, defend and indemnify the Easement Holder from any and all liabilities including, but not limited to, injuries, losses, damages, judgments, costs, expenses and fees which the Easement Holder may suffer or incur as a result of, arising out of, or connected with: (i) the activities of the Landowner or any other person on the Conservation Area, other than those caused by the negligent acts or acts of misconduct by the Easement Holder; or (ii) violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement by any person, other than the Easement Holder, in any way affecting, involving, or relating to the Conservation Area; except as may be provided for elsewhere in this Easement.

12. ENVIRONMENTAL RESPONSIBILITIES

Nothing in this Easement shall be construed as giving any right or ability to Easement Holder to exercise physical or managerial control of any of Landowner's activities on the Conservation Area, except for Easement Holder's rights and responsibilities related to the monitoring of the Conservation Area and enforcement of this Easement, or otherwise to become an operator with respect to the Conservation Area within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended ("CERCLA"), or of any other federal, state, or local law or regulation making operators of Conservation Area responsible for remediation of contamination.

13. EXTINGUISHMENT & CONDEMNATION

A. **Extinguishment.** If circumstances arise in the future so as to 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 from any sale, exchange, or involuntary conversion of all or any portion of the Conservation Area subsequent to such judicial termination or extinguishment, shall be determined in accordance with the Subsection "Allocation of Proceeds" below. In making this grant of Easement, Landowner 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 Landowner pursuant to this Easement. It is the specific and considered intent of both Landowner and Easement Holder 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 Subsection "Extinguishment."

B. **Condemnation.** If all or any part of the Conservation Area is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in

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lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Landowner and Easement Holder shall act jointly to recover the full value of their interests in the Conservation Area subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Landowner and Easement Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the Easement Holder shall be entitled, after payment of any expenses, shall be determined in accordance with the Subsection "Allocation of Proceeds," below.

C. **Allocation of Proceeds.** This Easement constitutes a real property interest immediately vested in the Easement Holder, which, for the purposes of Sections 13.A. and 13.B. above, shall have a fair market value which shall be determined as follows:

i. If the Landowner claims a charitable contribution deduction, that value determined by multiplying (1) the fair market value of the Conservation Area 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 Conservation Area 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 Landowner and which the Landowner shall submit to the Easement Holder. For the purposes of this Section 13, the ratio of the value of the Easement to the value of the Conservation Area unencumbered by this Easement shall remain constant. Any increase in value attributable to improvements made after the effective date of this Easement shall accrue to such of the Landowner and Easement Holder that made the improvement(s).

ii. If the Landowner 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 13.A. or 13.B. above, after payment of any expenses, shall be divided between the Landowner and the Easement Holder in proportion to the value of their respective interests in that part of the Conservation Area extinguished or condemned as determined pursuant to this Section 13.C.(i) or (ii) as the case may be.

D. **Application of Proceeds.** Easement Holder shall use any proceeds received under the circumstances described in this Section "Extinguishment & Condemnation" in a manner consistent with the conservation Purposes of this Easement.

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14. ADDITIONAL CONSERVATION EASEMENT

Should the Landowner determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement and/or conveyance of an Executory Interest to an Executory Interest Holder, the Landowner may execute an additional instrument to that effect, provided that: the conservation purposes of this Easement are not diminished thereby; a public agency or qualified organization described in the Section "Benefits & Burdens," above, accepts and records the additional easement; and Landowner has given advance written notice, including copy of proposed additional easement, to Easement Holder at least sixty (60) days prior to execution.

15. AMENDMENT AND DISCRETIONARY CONSENT

Landowner and Easement Holder recognize and agree that unforeseen or changed circumstances could arise in which an amendment to, or modification of, certain terms or restrictions of this Easement would be appropriate and desirable, or that some activities may require the discretionary consent of the Easement Holder, as further described below. To this end, Landowner and Easement Holder have the right to agree to amendments to this Easement and the Easement Holder may exercise discretionary consent in accordance with the provisions and limitations of this Section, the then-current policies of the Easement Holder, and applicable state and federal law. Any amendment or exercise of discretionary consent: (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 Easement Holder 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 Landowner for an amendment or for discretionary consent shall be in writing and shall describe the proposed amendment or the activity for which consent is sought in sufficient detail to allow the Easement Holder to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Nothing in this section shall require Easement Holder to consider or negotiate any proposed amendment or request for discretionary consent.

A. **Amendments.** Any amendment shall be executed by the Landowner and the Easement Holder, subject to review by the N.H. Attorney General's Office, Charitable Trusts Division as necessary, and shall be recorded in the Carroll County Registry of Deeds.

B. **Discretionary Consent.** If the Landowner and the Easement Holder agree that any activity otherwise prohibited herein or not contemplated by the easement is desirable, and if the Easement Holder 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

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Easement Holder may then consent to such activity only under the conditions and circumstances described above. The Easement Holder's consent to a proposed use or activity may be limited or restricted in time, locale or by ownership.

C. Notwithstanding the foregoing, the Landowner and the Easement Holder shall have no right or power to agree to any Amendment or 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.

16. ENTIRE AGREEMENT

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

17. GOVERNING LAW & INTERPRETATION

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.

18. NO MERGER

The Landowner and Easement Holder and Executory Interest Holder explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Conservation Area to the Easement Holder or Executory Interest Holder or of the Easement interest to the Executory Interest Holder shall be deemed to eliminate this Easement or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

19. EXECUTORY INTEREST

A. **Right to Enforce.** If there is an Executory Interest Holder, and the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Executory Interest Holder, requesting such enforcement, then the Executory Interest Holder shall have all of the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder.

B. **Termination of Easement Holder's Interest.** In the circumstance of the immediately preceding paragraph A, or in the event the Easement Holder acquires the underlying fee interest in the Conservation Area, the Executory Interest Holder shall then also have the right to terminate the Easement interest of the Easement Holder in the Conservation Area, after providing written notice to the

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Easement Holder, by recording a notice to that effect in the Registry of Deeds referring hereto. The Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Easement Holder in this Easement.

C. **Assignment of Interests.** The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Easement Holder's assignee or transferee as specified in the Section "Benefits & Burdens," above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

Signature Page(s) Follow

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TRUSTEE'S CERTIFICATE PURSUANT TO RSA 564-A:7, II

BANK OF AMERICA, N.A, as Trustee of the John A Moir, Jr., Trust of 1992, under instrument dated June 17, 1992, being the Landowner under the foregoing Conservation Easement Deed, hereby certifies that (a) the Trust exists and remains in full force and effect, (b) it is the sole and current Trustee of the Trust, (c) under the Trust it has 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 as the Trustee has said power or is properly exercising such power or to see to the application of any Trust asset paid to it as Trustee for a conveyance thereof.

The Easement Holder 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 Easement Holder, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, we have hereunto set our hands this 27th day of December, 2016.

JOHN A. MOIR, JR. TRUST OF 1992
BANK OF AMERICA, N.A., TRUSTEE
By:

By: _____
Name of Landowner G. BRYAN McNEIL, SVP

Duly Authorized

STATE OF Massachusetts
COUNTY OF Suffolk

This instrument was acknowledged before me on this 27th day of December, 2016 by G. BRYAN MC NEIL (name of individual; if representing entity, include title and name of entity). The identity of the subscribing party was determined by **(check box that applies and complete blank line, if any)**:

- [X] My personal knowledge of the identity of said person **OR**
- [ ] The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- [ ] The following identification documents: _____ (driver's license, passport, other).

Patricia L Boyce-Green
Notary Public/Justice of the Peace

Notary Public
Patricia L. Boyce-Green
Commonwealth of Massachusetts
My Commission Expires on Sept. 15, 2017

_____
(Printed Name, above)
My Commission Expires: _____

PATRICIA L. BOYCE-GREEN NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES SEPT. 15, 2017

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ACCEPTED: CHOCORUA LAKE CONSERVANCY

By: Margaret K. Wheeler

Title: VICE PRESIDENT
Duly Authorized

Date: DEC. 28, 2016

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on this 28th day of December, 2016 by Margaret K. Wheeler, Vice President of the Chocorua Lake Conservancy. The identity of the subscribing party was determined by (**check box that applies and complete blank line, if any**):

☒ My personal knowledge of the identity of said person **OR**
☐ The oath or affirmation of a credible witness, _____(name of witness), the witness being personally known to me **OR**
☐ The following identification documents: _____ (driver's license, passport, other).

Notary Public/~~Justice of the Peace~~

THOMAS N. MASLAND
(Printed Name, above)
My Commission Expires: 2/22/17

THOMAS N. MASLAND NOTARY PUBLIC NEW HAMPSHIRE MY COMMISSION EXPIRES FEB. 22, 2017

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Appendix A

John A. Moir Jr. Conservation Easement

The Conservation Area subject to this Easement is that certain tract or parcel of land together with the improvements thereon, located on the westerly sideline of Washington Hill Road, so-called, in Tamworth, Carroll County New Hampshire, and shown on plan entitled "COMPOSITE CONSERVATION EASEMENT PLAN OF PROPERTY OF THE JOHN A. MOIR, JR. TRUST OF 1992 LOCATED IN TAMWORTH, NEW HAMPSHIRE", dated November 21, 2016, 1"=150', by HEB Engineers, Inc., recorded in Carroll County Registry of Deeds Plan Book 237, Page 77, ("Plan") more particularly bounded and described as follows:

Beginning at an HEB disk on rebar set at an angle point in a stone wall, on the westerly sideline of Washington Hill Road, so-called, in Tamworth, Carroll County, New Hampshire, at the easterly corner of land of the Grantor shown as "Exclusion Area" on said Plan;

Thence the following courses by said stone wall and said westerly sideline of Washington Hill Road:

S68°26'56"E, 13.12 ft. to a point,
N58°E, 186.13 ft. to a point,
N50°E, 240 ft. to Corner #17, a wood and stone post,
N46°E, 65 ft. to a point,
N46°E, 59 ft. to a point,
N48°45'E, 200 ft. to a point,
N42°30'E, 100 ft. to a point,
N26°E, 100 ft. to a point,
N12°E, 200 ft. to a point,
N12°E, 240 ft. to a point,
N09°15'E, 100 ft. to a point,
N05°30'E, 571 ft. to the end of said stone wall;

Thence the following courses still by the westerly sideline of Washington Hill Road:
N05°30'E, 100 ft. to a point,
N01°W, 571 ft. to Corner #1, a wood and stone post at the southeast corner of land of James E Steele to, II & Lynne M. Steele;

Thence the following courses by said land of Steele and a wire fence:
N82°45'W, 530 ft. to Corner #2, a wood and stone post,
S08°30'W, 326 ft. to Corner #3, a wood and stone post,
N82°30'W, 974 ft. to Corner #4, a wood and stone post,
N02°30'E, 114 ft. to a point at the end of a stone wall;

Thence the following courses by a stone wall and still by said land of Steele:
N07°E, 95 ft. to a point,

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N10°E, 218 ft. to Corner #5, a wood and stone post in a stone wall intersection at the southeast corner of land of C. Wayne Martin and Peggy P. Martin;

Thence the following courses by said land of Martin and said stone wall:
N89°30'W, 213 ft. to a point,
S89°00'W, 195 ft. to a point,
N89°45'W, 85 ft. to a point,
S86°15'W, 116 ft. to a point,
N87°30'W, 60 ft. to a stone wall intersection,
N88°00'W, 75 ft. to Corner #6, a wood and stone post,
N07°30'W, 132 ft. to a point,
N13°45'W, 106 ft. to Corner #7, a wood and stone post at the end of said stone wall;

Thence S83°30'W, still by said land of Martin, 299 ft. to Corner #8, a wood and stone post at the end of a stone wall on the east line of land of the Chocorua Lake Conservancy;

Thence S07°W, by said land of the Chocorua Lake Conservancy, 865 ft. to Corner #9, an iron pipe at the northwest corner of land of Kent Hubbell;

Thence the following courses by said land of Kent Hubbell:
S80°16'45"E, by a stone wall, 306.62 ft. to the end of said wall,
S81°20'45"E, 75.97 ft. to a stake in a rock pile,
S84°59'15"E, 143.93 ft. to a stake in a rock pile,
S80°39'30"E, 137.50 ft. to the end of a stone wall;

Thence the following courses still by land of Hubbell and by a stone wall:
S74°44'15"E, 51.20 ft. to a point,
S80°45'30"E, 84.01 ft. to a point,
S82°41'30"E, 101.20 ft. to a point,
S86°20'00"E, 97.11 ft. to a point,
S89°09'15"E, 56.71 ft. to a point,
S73°43'45"E, 30.00 ft. to Corner #10, an iron pipe in a corner of said stone wall,
S07°30'15"W, 144.68 ft. to a stone wall intersection,
S07°30'15"W, 160.09 ft. to an iron pipe at the northeast corner of land of Franklin R. Hubbell & Beverly L. Frizzell;

Thence S07°30'15"W, by land of said Hubbell & Frizzell and still by said stone wall, 291.96 ft. to an iron pipe at a stone wall intersection and at the northeast corner of land of Jocelyn W. Hubbell;

Thence S01°45'30"W, by land of said Jocelyn Hubbell and still by said stone wall, 597.25 ft. to Corner #11, an iron pipe in said stone wall;

Thence S78°40'45"W, still by said land of Hubbell, 131.67 ft. to Corner #12, a wood and stone post at the end of a stone wall and at the northeast corner of land of David A. Halpin & Elizabeth Brisbois;

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Thence the following courses by a stone wall and said land of Halpin & Brisbois:

S36°30'E, 100 ft. to a point,
S29°30'E, 66 ft. to a point,
S10°00'E, 90 ft. to Corner #13, a point in said stone wall witnessed by a stone post on the east side of said wall, at the northwest corner of "Exclusion Area" as shown on said Plan;

Thence the following courses along the northerly side line of "Exclusion Area":

S81°49'00"E, passing over said stone post at 1.88 ft., a total distance of 730.99 ft. to an HEB disk on rebar set,
S22°55'28"E, 341.46 ft. to the bound of beginning.

Containing approximately 92.6 acres. Bearings are magnetic.

SUBJECT TO a well easement as described in deed of George E. Nickerson to Alfonso Brown dated September 7, 1932 and recorded in Book 216, Page 577.

Being the same property described in deed of John A. Moir, Jr. to Bank of America, N.A. as trustee of the John A. Moir, Jr. Trust of 1992, dated April 4, 2013 and recorded in Carroll County Registry of Deeds Book 3075, Page 256.

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