

WASON POND CE - CHESTER

6/16/05

THIS IS A TRANSFER TO A
GOVERNMENTAL SUBDIVISION OF THE
STATE OF NEW HAMPSHIRE AND IS
EXEMPT FROM THE NEW HAMPSHIRE
REAL PROPERTY TRANSFER TAX
PURSUANT TO RSA 78-B:2,I.

063748

CONSERVATION EASEMENT DEED

The **Town of Chester**, a municipal corporation with a principal place of business at 84 Chester Street, Town of Chester, County of Rockingham, State of New Hampshire, 03036 (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 successors and assigns),

For consideration paid, with Warranty covenants, grants in perpetuity to:

The **Rockingham County Conservation District**, a governmental subdivision of the State of New Hampshire (RSA 432:12), with a principal place of business at 110 North Road, Town of Brentwood, State of New Hampshire, 03833 (hereinafter referred to as the "Grantee," which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

The Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property"), with any and all buildings, structures and improvements thereon, consisting of approximately 103.92 acres, situated on Raymond Road (a/k/a NH Route 102) in the Town of Chester, County of Rockingham, State of New Hampshire, consisting of a "Recreation Area" and a "Conservation Area", as shown on a plan entitled *Plat of Land & Recreational/Conservation Easement, Map 8 Lot 27*, prepared by Promised Land

2006 OCT 12 PM 1:07

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

WASON POND CE – CHESTER

6/16/05

Survey, LLC, last revised on 5/31/20 (the "Survey Plan") to be recorded herewith, and more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

1. PURPOSES:

The Easement hereby granted is pursuant to NH RSA 477:45-47, the Town of Chester Warrant Article 12, approved at the Chester Town Meeting on May 15, 2002, and the Town of Chester Warrant Article 15, approved at the Chester Town Meeting on May 12, 2004, exclusively for the following conservation purposes:

- A. The preservation of the land and the water bodies of Wason Pond and Wason Brook, to which it provides access and on which it fronts, subject to the Easement granted hereby for non-commercial outdoor recreation by and/or the education of the general public;
- B. The preservation and conservation of open spaces, particularly the conservation of the forestland, open fields and wetlands of which the Property consists and of the wildlife habitat thereon, and the protection of the undeveloped water frontage along Wason Pond and the undeveloped water frontage along Wason Brook, one of the three largest tributaries in the Town of Chester to the Exeter River, which flows through the Property;
- C. The scenic enjoyment of the general public of the approximately 103.92 acres of highly visible and centrally located open fields and forests, including approximately 2,118.51 feet of undeveloped road frontage along Raymond Road;
- D. The enhancement and enlargement of approximately 228 acres of protected land which is nearby the Property, including the approximately 208-acre Spring Hill Farm also owned by the Grantor, and the approximately 20-acre Clark property, subject to a Conservation Easement held by the Grantor; and
- E. The preservation of the quality of groundwater and surface water resources on and under the Property, including the western periphery of the Exeter

River stratified drift aquifer as identified by the U.S. Geological Survey and the Water Resources Division of the New Hampshire Department of Environmental Services.

The above purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the March 1997 Master Plan of the Town of Chester, which states as an objective, "to acquire rights in land areas such as forests, farmlands, open spaces, etc., which may have important natural resource value to Chester"; and is included on the list of *Chester Land Parcel Priorities*, as identified by the Strategic Land Protection Committee of the Town of Chester; and rated highest priority on said Committee's *Target Parcel Priority List*; with the conservation goals of the Rockingham County Conservation District; and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

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

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

2. USE LIMITATIONS:

(Subject to the reserved rights specified in Section 3, below.)

- A. The Property shall be maintained in perpetuity as open space for recreational use by the general public without there being conducted thereon any industrial or commercial activities. All recreational, forestry and agricultural activities on the Property shall be consistent and in accordance with the *Master Plan for Wason Pond Conservation and Recreation Area*, dated June 2005, prepared by E. Ann Poole, Ecologist and Environmental Planner (the "Master Plan"), on file with the Grantee, or any subsequent updates thereto and any supplementary plans prepared as directed by the Master Plan.
- B. The Property shall not be subdivided.

- C. No structure or improvement, including, but not limited to, a dwelling, a municipal building, any portion of a septic system, artificial swimming pool, artificial lighting, impervious or paved parking lot, or any other impervious or paved surface, shall be constructed, placed or introduced onto the Property. However, ancillary structures and improvements, including, but not limited to, fencing, dams, bridges, culverts, or sheds may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of the conservation, agricultural or forestry uses of the Property and provided that they are not detrimental to the purposes of this Easement.
- D. 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 recreational, agricultural, forestry, conservation, or wildlife habitat management uses of the Property;
 - ii. 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
 - iii. Are not detrimental to the purposes of this Easement.

Prior to the commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

- E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign shall exceed fifteen (15) square feet in size and no sign shall be artificially illuminated.

- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A., D. or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.
- H. The Property shall not be used to provide physical or legal access to any other parcel of land adjacent to it that may otherwise be landlocked.
- I. There shall be no overnight camping on the Property.

3. RESERVED RIGHTS:

- A. Notwithstanding the provisions of Section 2, above, the following rights, uses and activities of or by the Grantor shall be permitted by this Easement in the Recreation Area as shown on said Survey Plan:
 - i. Consistent with the Master Plan, the right to install and maintain park and outdoor recreational equipment and structures, including benches, ornamental horticultural features, statuary, fencing, and other ancillary structures and improvements incidental to public parks and outdoor recreational activities. This provision is an exception to Section 2.C., above.
 - ii. Consistent with the Master Plan, the right to construct, maintain and repair a single-story gazebo- or pavilion-like structure, the exact location and design of which shall be subject to the approval of the Grantee. The footprint of said structure shall not exceed 800 square feet in size. This provision is an exception to Section 2.C., above.
 - iii. Consistent with the Master Plan, the right to create pervious, unpaved parking areas and athletic fields, and the right to create and relocate

- permeable, unpaved roads to access such areas. This provision is an exception to Sections 2.C., D. and F., above.
- iv. Consistent with the Master Plan, the right to maintain, restore and replace in-kind all buildings and structures existing within the Recreation Area on the date of this conveyance. Such buildings include the "Community Center", "Cottage", "Office/Storage", "Bath House", "Barn", two (2) "Pump Houses", and "Concrete Bridge", all as depicted on said Survey Plan. This provision is an exception to Section 2.C., above.
 - v. The right to construct, maintain and repair not more than two (2) single-story sheds, the exact location of which shall be subject to the approval of the Grantee. The footprint of each such shed shall not exceed 400 square feet in size. This provision is an exception to Section 2.C., above.
 - vi. Consistent with the Master Plan, the right to maintain the existing sand beach area as shown on said Survey Plan to provide recreational opportunities, including swimming, to the general public. This provision is an exception to Sections 2.D. and F., above.
 - vii. Consistent with the Master Plan, the right to maintain Wason Pond for the purposes of outdoor recreation, fire protection and wildlife habitat enhancement, in accordance with a plan developed by the U.S. Natural Resources Conservation Service or other similar agency then active. Furthermore, the right to remove from the Property any spoil resulting from the maintenance (such as dredging) of said Wason Pond. This provision is an exception to Sections 2.D. and F., above.
 - viii. Consistent with the Master Plan, the right to maintain, repair and replace in-kind the existing concrete and stone dam located at the outlet to Wason Pond as shown on said Survey Plan, provided that all necessary federal, state and local permits and approvals are secured. This provision is an exception to Sections 2.C., D. and F., above.
 - ix. The right to construct, maintain, repair, and replace a footbridge across the concrete dam located at the outlet to Wason Pond, the exact design of which is subject to the prior approval of the Grantee. This provision is an exception to Section 2.C., above.
 - x. The right to maintain, repair and replace in-kind all utilities existing within the Recreation Area on the date of this conveyance. Such utilities shall

include, but not be limited to, power and communication lines, subsurface sanitary waste disposal, and water supply facilities. This provision is an exception to Sections 2.C., D. and F., above.

- xi. The right to construct, maintain and repair one (1) additional restroom facility with associated utilities, the exact location of which shall be subject to the approval of the Grantee. Said restroom facility shall be limited to a single-story structure with a footprint not to exceed 400 square feet in size. This provision is an exception to Sections 2.C., D. and F., above.
- xii. Subject to the prior approval of the Grantee, the right to install, maintain and replace downcast security lighting and associated utility lines only as necessary for the safety of the general public in the vicinity of the beach and the additional restroom facility described in Section 3.A.ix., above. This provision is an exception to Section 2.C., above.
- xiii. At a location to be identified by the Master Plan, the right to permit walk-in tent camping only. This provision is an exception to Section 2.I., above.
- xiv. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights. Notwithstanding the foregoing, the exercise of reserved right 3.A.xiii. does not require Grantee notification.

B. Notwithstanding the provisions of Section 2, above, the following rights, uses and activities of or by the Grantor shall be permitted by this Easement in the Conservation Area as shown on said Survey Plan:

- i. Consistent with the Master Plan and executed in consultation with the Grantee, the right to construct and maintain trails and footpaths for recreational use, including, but not limited to, hiking, cross-country skiing, horseback riding, and bicycling, and the right to cut vegetation for the purpose of establishing and maintaining such trails and footpaths. The construction of any new trails is subject to the approval of the Grantee and the Town of Chester Conservation Commission.
- ii. Consistent with the Master Plan and executed in consultation with the Grantee, the right to construct and maintain ancillary structures and improvements related to such recreational use described in Section 3.B.i.,

above, such as a bench or bridge, including the right to maintain, repair and replace in-kind the existing wooden bridge crossing Wason Brook as shown on said Plan. The construction of any such new improvements is subject to the approval of the Grantee and the Town of Chester Conservation Commission. This provision is an exception to Section 2.C., above.

iii. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights.

C. Notwithstanding the provisions of Section 2, above, the following rights, uses and activities of or by the Grantor shall be permitted by this Easement in both the Recreation Area and the Conservation Area as shown on said Survey Plan:

- i. The right to post against hunting, trapping and fishing.
- ii. The right to permit or forbid vehicles and watercraft, motorized or otherwise.
- iii. The right to permit archaeological investigations on the Property under the supervision of the NH Department of Historical Resources and/or the NH State Archaeologist. This provision is an exception to Sections 2.D. and F., above.
- iv. The right to remove any living or downed hazard or diseased trees and invasive or exotic vegetation, subject to the approval of the Grantee and the Town of Chester Conservation Commission.
- v. The right to maintain, repair and replace with permeable, unpaved surfacing all roads existing on the Property on the date of this conveyance. This provision is an exception to Sections 2.D. and F., above.
- vi. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights 3.C.iii. and iv.

4. BENEFITS, BURDENS AND ACCESS:

- 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, subject to the prior written approval of the Grantor, 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 conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- B. The Grantee shall have access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- C. There is hereby conveyed pedestrian access to, on and across the Property for transitory passive recreational purposes, such as, but not limited to, bird-watching, hiking and cross-country skiing, but not camping, by members of the general public. However, the Grantee shall be under no duty to supervise said access, use or purpose.
- 5. ALTERNATE DISPUTE RESOLUTION:**
- A. The Grantor and the Grantee desire that issues arising from time to time concerning prospective uses or activities in light of the conservation purposes 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 a party becomes concerned about the consistency of any proposed use or activity with the purposes of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution.

- B. If informal dialog does not resolve the issue, and the Grantor agrees not to proceed with the proposed use or activity pending resolution of the on-going dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall agree on a single impartial mediator who shall be an attorney licensed to practice law in the State of New Hampshire or an experienced land use or land conservation professional, both of whom must have experience with conservation easements and training in mediation. Each party shall pay its own attorneys fees, and the costs of mediation shall be split equally between the parties.
- C. If the dispute has not been resolved by mediation within sixty (60) days after delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then either party may refer the dispute to binding arbitration by request made in writing and in accordance with New Hampshire RSA 542. Within thirty (30) days of receipt of such a request, the parties shall select a single impartial arbitrator to hear the matter. The arbitrator shall be an attorney licensed to practice law in the State of New Hampshire with experience in conservation easements and applicable training and experience as an arbitrator. Judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction. The arbitrator shall be bound by and follow the substantive law of the State of New Hampshire and the applicable provisions of the U.S. Internal Revenue Code. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing.
- D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.

- E. Notwithstanding the availability of mediation and arbitration to address disputes concerning the consistency of any proposed use or activity with the purposes of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section 5.

6. BREACH OF EASEMENT - GRANTEE'S REMEDIES:

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, whether by a third party or the Grantor, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure said breach, and, where the breach involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Grantee. Such notice shall be delivered in hand or by certified mail, return receipt requested.
- B. If the Grantor fails, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, to undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage to the Property caused thereby, or fails to continue diligently to cure such breach until finally cured, the Grantee shall undertake any actions that are reasonably necessary to repair any damage in the Grantor's name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- C. The Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected hereby, in an

amount not to exceed the cost of undertaking any corrective action on the Property.

- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this Section 6 without prior notice to the Grantor or without waiting for the period provided for cure to expire. Notwithstanding the foregoing, the Grantee shall use reasonable efforts to notify the Grantor before undertaking any remedies, and, in any event, shall notify the Grantor as soon as practicable of the action being taken.
- E. The Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. The Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in Section 6.C., above, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- F. All reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys fees, and any costs of restoration necessitated by the Grantor's breach of this Easement, shall be borne by the Grantor, provided that the Grantor is directly or primarily responsible for the breach; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs.
- G. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed

or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches, estoppel or prescription.

- H. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.
- I. 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 6, against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

7. NOTICES:

All notices, requests and other communications required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. SEVERABILITY:

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. SEPARATE PARCEL:

The Grantor agrees that for the purpose of determining compliance with any present or future regulation (other than those governing NH Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (within this section referred to as "legal requirements") of the Town of Chester, the State of New Hampshire or any other governmental unit, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback, or other dimensional standard applicable to such land.

10. 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, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.
- C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

11. ADDITIONAL EASEMENT:

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 4.A., above, accepts and records the additional easement.

WASON POND CE - CHESTER

6/16/05

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

IN WITNESS WHEREOF, we have hereunto set our hands this 7 day of July, 2005.

TOWN OF CHESTER

By: Deaffrey Banitt
Title: Chairman
Duly Authorized

By: Teroy J. Scott
Title: Selectman
Duly Authorized

By: [Signature] 7-7-05
Title: Co. Pres. Selectman
Duly Authorized

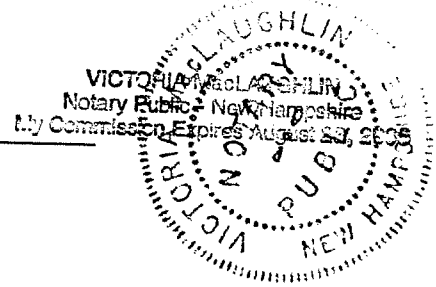
By: Stephen D. [Signature] 07-16-05
Title: Selectman
Duly Authorized

By: _____
Title: _____
Duly Authorized

The State of New Hampshire
County of Rockingham, SS

Personally appeared Jeffrey Bant of
the Town of Chester Board of Selectmen, this 7 day of
July, 2005 and acknowledged the foregoing on behalf of the
Town of Chester Board of Selectmen.

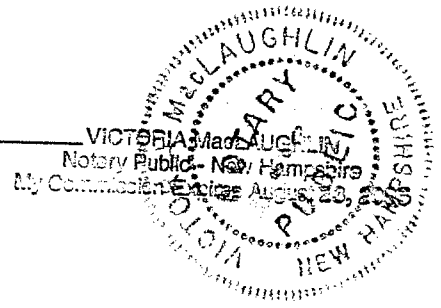
Before me, [Signature]
Justice of the Peace/Notary Public
My commission expires: 8/23/05



The State of New Hampshire
County of Rockingham, SS

Personally appeared [Signature] of
the Town of Chester Board of Selectmen, this 7 day of
July, 2005 and acknowledged the foregoing on behalf of the
Town of Chester Board of Selectmen.

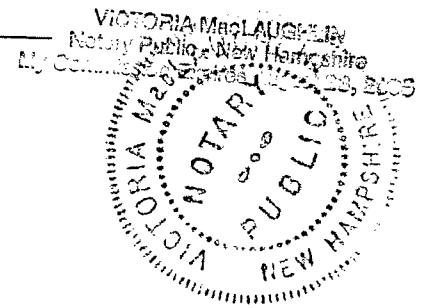
Before me, [Signature]
Justice of the Peace/Notary Public
My commission expires: 8/23/05



The State of New Hampshire
County of Rockingham, SS

Personally appeared Henry QuSanto of
the Town of Chester Board of Selectmen, this 7 day of
July, 2005 and acknowledged the foregoing on behalf of the
Town of Chester Board of Selectmen.

Before me, [Signature]
Justice of the Peace/Notary Public
My commission expires: 8/23/05



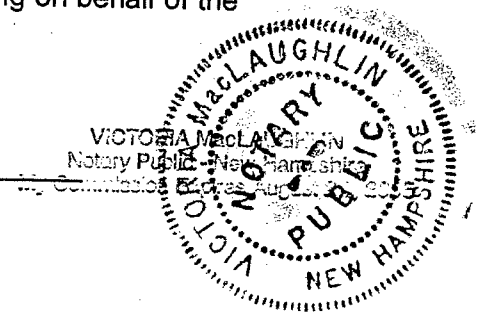
WASON POND CE - CHESTER

6/16/05

The State of New Hampshire
County of Rockingham, SS

Personally appeared Stephen O. Larkin (Seal) of
the Town of Chester Board of Selectmen, this 7 day of
July, 2005 and acknowledged the foregoing on behalf of the
Town of Chester Board of Selectmen.

Before me, [Signature]
Justice of the Peace/Notary Public
My commission expires: 8/23/05



The State of New Hampshire
County of Rockingham, SS

Personally appeared _____ of
the Town of Chester Board of Selectmen, this _____ day of
_____, 2005 and acknowledged the foregoing on behalf of the
Town of Chester Board of Selectmen.

Before me, _____
Justice of the Peace/Notary Public
My commission expires:

WASON POND CE - CHESTER

6/16/05

ACCEPTED: ROCKINGHAM COUNTY CONSERVATION DISTRICT

By: Cynthia W. Smith

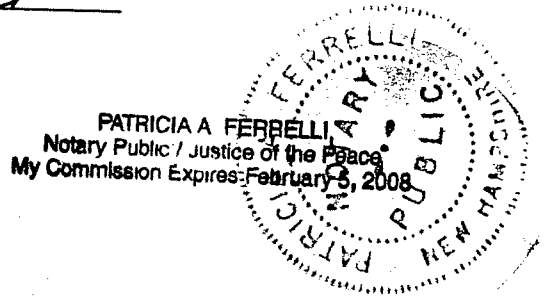
Title: Chairman
Duly Authorized

Date: Oct. 2, 2006

The State of New Hampshire
County of Rockingham, SS

Personally appeared Cynthia W Smith of the
Rockingham County Conservation District, this 2 day of October 2006
~~2006~~ and acknowledged the foregoing on behalf of the Rockingham County
Conservation District.

Before me, Patricia Ferrelli
Justice of the Peace/Notary Public
My commission expires:



APPENDIX A

The "Property" subject to this Easement is that tract of land with any and all structures and improvements thereon situated on Raymond Road (a/k/a NH Route 102), so called, in the Town of Chester, County of Rockingham, State of New Hampshire, consisting of approximately 103.92 acres, shown on a plan entitled, *Plat of Land & Recreational/Conservation Easement, Map 8 Lot 27, Raymond Road – NH Route 102, Chester, New Hampshire*, by Promised Land Survey, LLC, 25 Nashua Road, Suite B1, Londonderry, NH 03053, last revised 05/31/2005, to be recorded herewith, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Raymond Road, at the southeast corner of the Property, at land now or formerly of Brenda M. Hathaway and Don Hathaway;

Thence proceeding the following courses and distances along said Hathaway land:

- North 1 degree 38 minutes 32 seconds East 164.07 feet partly along a stone wall to a point in said stone wall;
- North 10 degrees 39 minutes 39 seconds East 35.12 feet along said stone wall to a point at the end of said stone wall;
- North 5 degrees 43 minutes 56 seconds West 183.77 feet to a point at the end of a stone wall;
- North 62 degrees 18 minutes 57 seconds West 42.84 feet along said stone wall to a point in a corner in said stone wall;
- North 15 degrees 40 minutes 41 seconds East 48.60 feet along said stone wall to a point in said stone wall;
- North 16 degrees 42 minutes 46 seconds East 67.56 feet along said stone wall to a point in said stone wall;
- North 18 degrees 44 minutes 8 seconds East 19.29 feet along said stone wall to a point in said stone wall;
- North 15 degrees 18 minutes 24 seconds East 37.40 feet along said stone wall to a point in said stone wall;
- North 16 degrees 33 minutes 1 second East 79.14 feet along said stone wall to a point in said stone wall;
- North 17 degrees 37 minutes 16 seconds East 64.02 feet along said stone wall to a point in said stone wall;
- North 17 degrees 28 minutes 40 seconds East 19.66 feet along said stone wall to a point in said stone wall;
- North 17 degrees 49 minutes 43 seconds East 11.09 feet across a gap in said stone wall to a point in said stone wall;
- North 17 degrees 28 minutes 42 seconds East 34.86 feet along said stone wall to a point in said stone wall;
- North 17 degrees 47 minutes 19 seconds East 80.86 feet along said stone wall to a point in said stone wall;
- North 15 degrees 45 minutes 42 seconds East 41.82 feet along said stone wall to a point in said stone wall;
- North 18 degrees 24 minutes 54 seconds East 36.02 feet along said stone wall to a point in said stone wall;

WASON POND CE – CHESTER

6/16/05

- North 18 degrees 1 minute 32 seconds East 36.10 feet along said stone wall to a point in said stone wall;
- North 19 degrees 51 minutes 33 seconds East 49.13 feet along said stone wall to a point at the end of said stone wall; and
- North 23 degrees 10 minutes 29 seconds East 84.64 feet to a point at land now or formerly of Kathryn A. Stapleford Revocable Trust;

Thence proceeding the following courses and distances along said Stapleford Revocable Trust land:

- North 23 degrees 24 minutes 8 seconds East 88.34 feet to a point at the end of a stone wall;
- North 20 degrees 26 minutes 0 seconds East 311.10 feet to an iron pipe or rod to be set at the end of a stone wall; and
- North 21 degrees 57 minutes 9 seconds East 39.16 feet along said stone wall to an iron pipe or rod to be set at the end of said stone wall at land now or formerly of Jake Donigian;

Thence turning and proceeding the following courses and distances along said Donigian land:

- North 68 degrees 22 minutes 58 seconds West 348.75 feet to a point;
- North 66 degrees 1 minute 18 seconds West 284.73 feet to a point;
- North 68 degrees 13 minutes 35 seconds West 550.15 feet to a point;
- North 79 degrees 41 minutes 9 seconds West 81.78 feet to a point;
- North 64 degrees 48 minutes 55 seconds West 193.61 feet partly along barbed wire to a point;
- North 68 degrees 0 minutes 35 seconds West 229.01 feet partly along barbed wire to a point;
- North 67 degrees 57 minutes 18 seconds West 44.73 feet to a point;
- North 68 degrees 9 minutes 59 seconds West 103.98 feet partly along barbed wire to a point;
- North 70 degrees 3 minutes 8 seconds West 120.75 feet to a point at the end of a stone wall;
- North 30 degrees 6 minutes 48 seconds West 14.18 feet along said stone wall to a point in said stone wall;
- North 17 degrees 33 minutes 1 second West 32.58 feet across a gap in said stone wall to a point in said stone wall;
- North 48 degrees 29 minutes 57 seconds West 23.74 feet along said stone wall to a point in said stone wall;
- North 72 degrees 5 minutes 50 seconds West 11.08 feet across another gap in said stone wall to a point in said stone wall;
- North 56 degrees 50 minutes 6 seconds West 41.04 feet along said stone wall to a point at the end of said stone wall;
- North 59 degrees 22 minutes 15 seconds West 76.01 feet to a point;
- North 70 degrees 7 minutes 54 seconds West 25.24 feet to a point;
- North 71 degrees 44 minutes 43 seconds West 71.64 feet partly along barbed wire to a point;
- North 70 degrees 57 minutes 48 seconds West 73.95 feet partly along barbed wire to a point;
- North 71 degrees 27 minutes 22 seconds West 32.02 feet to a point;

WASON POND CE – CHESTER

6/16/05

- North 70 degrees 6 minutes 21 seconds West 172.99 feet along barbed wire to a point;
- North 66 degrees 24 minutes 55 seconds West 119.53 feet partly along barbed wire to a point; and
- North 67 degrees 3 minutes 8 seconds West 72.16 feet to a point;

Thence turning and proceeding South 19 degrees 9 minutes 1 second West a distance of 334.92 feet to a point at the end of a stone wall;

Thence proceeding South 18 degrees 32 minutes 31 seconds West a distance of 66.39 feet along said stone wall to a point at the end of said stone wall;

Thence proceeding South 17 degrees 14 minutes 13 seconds West a distance of 96.89 feet to a point at the end of a stone wall;

Thence proceeding the following courses and distances along said stone wall:

- South 45 degrees 56 minutes 28 seconds East 21.74 feet to a point;
- South 14 degrees 42 minutes 55 seconds East 34.12 feet to a point;
- South 3 degrees 58 minutes 0 seconds West 67.06 feet to a point;
- South 10 degrees 2 minutes 19 seconds West 52.03 feet to a point;
- South 10 degrees 27 minutes 2 seconds East 33.07 feet across a gap in said stone wall to a point;
- South 28 degrees 9 minutes 58 seconds East 56.02 feet to a point;
- South 52 degrees 33 minutes 40 seconds East 9.72 feet to a point;
- South 34 degrees 29 minutes 8 seconds East 12.49 feet to a point at a bend in said stone wall;
- South 14 degrees 55 minutes 16 seconds West 56.28 feet to a point;
- South 18 degrees 47 minutes 7 seconds West 55.01 feet to a point;
- South 16 degrees 20 minutes 3 seconds West 92.34 feet across a gap in said stone wall to a point;
- South 18 degrees 22 minutes 28 seconds West 131.99 feet to a point;
- South 16 degrees 48 minutes 11 seconds West 109.98 feet to a point;
- South 17 degrees 14 minutes 29 seconds West 109.47 feet to a point;
- South 17 degrees 53 minutes 6 seconds West 100.75 feet to a point;
- South 15 degrees 46 minutes 35 seconds West 79.00 feet to a point at an intersection of stone walls;
- South 17 degrees 12 minutes 36 seconds West 70.99 feet to a point; and
- South 75 degrees 45 minutes 27 seconds East 13.24 feet to a point at land now or formerly of Russell R. Norman and Mary Ellen Norman;

Thence proceeding the following courses and distances along said Norman land:

- South 84 degrees 8 minutes 34 seconds East 63.33 feet to a point at an intersection of stone walls;
- South 37 degrees 26 minutes 19 seconds East 46.45 feet along a stone wall to a point in said stone wall;
- South 34 degrees 54 minutes 45 seconds East 24.50 feet along said stone wall to a point in said stone wall;
- South 29 degrees 48 minutes 14 seconds East 12.59 feet across a gap in said stone wall to a point in said stone wall;

WASON POND CE – CHESTER

6/16/05

- South 35 degrees 45 minutes 27 seconds East 13.92 feet along said stone wall to a point in said stone wall;
- South 49 degrees 34 minutes 17 seconds East 13.34 feet along said stone wall to a point in said stone wall; and
- South 64 degrees 57 minutes 17 seconds East 19.27 feet along said stone wall to a point at an intersection of stone walls at land now or formerly of David Venner and Jeffrey Venner and Cheryl Silva;

Thence turning and proceeding the following courses and distances along a stone wall and along said Venner and Silva land:

- North 31 degrees 2 minutes 43 seconds East 11.58 feet to a point;
- North 17 degrees 54 minutes 29 seconds East 47.20 feet to a point;
- North 19 degrees 7 minutes 57 seconds East 37.84 feet to a point;
- North 16 degrees 36 minutes 31 seconds East 55.17 feet to a point;
- North 19 degrees 26 minutes 44 seconds East 75.27 feet to a point;
- North 19 degrees 58 minutes 39 seconds East 58.68 feet to a point;
- North 17 degrees 40 minutes 12 seconds East 55.43 feet to a point;
- North 23 degrees 10 minutes 11 seconds East 43.37 feet to a point;
- North 17 degrees 38 minutes 54 seconds East 146.29 feet to a point at an intersection of stone walls;
- South 70 degrees 4 minutes 24 seconds East 52.39 feet to a point;
- South 69 degrees 15 minutes 36 seconds East 109.97 feet to a point;
- South 70 degrees 2 minutes 24 seconds East 100.04 feet to a point; and
- South 66 degrees 29 minutes 1 second East 24.30 feet to a point;

Thence turning and proceeding the following courses and distances along said Venner and Silva land:

- South 23 degrees 55 minutes 6 seconds West 451.13 feet to a drill hole found at the end of a stone wall; and
- South 26 degrees 28 minutes 40 seconds West 93.99 feet along said stone wall to an iron pipe or rod to be set at the end of said stone wall at said Norman land;

Thence turning and proceeding the following courses and distances along said Norman land:

- South 72 degrees 16 minutes 47 seconds East 283.95 feet to a point in a stone wall;
- South 24 degrees 3 minutes 4 seconds West 63.74 feet along said stone wall to a point in said stone wall;
- South 24 degrees 55 minutes 55 seconds West 75.97 feet along said stone wall to a point in said stone wall;
- South 24 degrees 36 minutes 6 seconds West 109.44 feet along said stone wall to a point in said stone wall;
- South 25 degrees 20 minutes 16 seconds West 81.74 feet along said stone wall to a point in said stone wall;
- South 24 degrees 6 minutes 34 seconds West 86.14 feet along said stone wall to a point in said stone wall;
- South 25 degrees 14 minutes 55 seconds West 55.37 feet along said stone wall to a point in said stone wall; and

WASON POND CE - CHESTER

6/16/05

- South 23 degrees 10 minutes 0 seconds West 90.02 feet partly along said stone wall to a point on the northerly side of said Raymond Road;

Thence turning and proceeding the following courses and distances along said Raymond Road:

- South 77 degrees 38 minutes 55 seconds East 6.90 feet to a point;
- North 12 degrees 21 minutes 5 seconds East 10.00 feet to a point;
- South 77 degrees 38 minutes 55 seconds East 650.01 feet to a point;
- South 79 degrees 8 minutes 55 seconds East 147.26 feet to a point;
- South 82 degrees 40 minutes 32 seconds East 196.69 feet to a point;
- South 86 degrees 11 minutes 47 seconds East 157.94 feet to a point;
- South 87 degrees 53 minutes 8 seconds East 289.16 feet to a point;
- South 88 degrees 53 minutes 34 seconds East 568.49 feet to a point; and
- North 89 degrees 37 minutes 56 seconds East 92.06 feet to the point of beginning.

The Property is SUBJECT TO any flowage rights of record.

MEANING AND INTENDING to describe all and the same premises conveyed by Warranty Deed from C & F Realty Associates to the Town of Chester dated January 22, 2003, recorded at the Rockingham County Registry of Deeds at Book 3936, Page 2642.