

**Draft, Sept 22, 2009**  
**DEERFIELD TOWN FORESTS AND CONSERVATION LANDS – A LEGACY OF LAND**

Deerfield enjoys eight town major forest and town-owned conservation properties with an area of over 650 acres, or one square mile (a bit less than 2 % of the town)\* These Town Forests and Conservation Lands are key parts of the town's network of conserved and publicly owned open space lands. Deerfield voters designated the Town Forests as such by town meeting votes. The Town Forests and Conservation Lands came to public ownership in a variety of ways, some taken years ago for unpaid taxes, some given for conservation purposes (Lindsay, McNeil) and some by purchase. The most recently acquired Town Forest property is the Freese Town Forest on Mt. Delight Rd. With one exception (Freese Town Forest), the Town Forests and Conservation Lands are not permanently conserved, unlike many of the private conservation lands in town that are protected with conservation easements.

Town's Forests and public conservation lands are havens for wildlife. They help produce clean water, they purify the air and store carbon from the atmosphere. They provide places for people to enjoy and they contribute to the town's character. Town Forests and Conservation Lands can also serve as demonstration sites for long-term land management designed to sustain the lands' forests, waters, wildlife and the many benefits they give.

The Deerfield Conservation Commission wants to assure that these town forests and town conservation lands remain a permanent living legacy. Toward this goal, the Conservation Commission is taking two actions. First, the Conservation Commission and the Deerfield Forestry Committee are currently working with a professional forester to create management plans for the Town Forest lands, to guide their conservation and sustainable use in the coming decades and beyond. The two groups have joint responsibility for managing the Town Forests.

Second, the Conservation Commission is investigating permanent conservation of the Town Forest and Conservation Area properties, an action they feel is consistent with the long-term view that land ownership and sustainable management requires. Their goal is to permanently conserve the public lands with conservation easements like those used to conserve many private lands in town. The newly acquired Freese Town Forest is currently the only town forest or conservation area protected with a conservation easement. Conservation easements would keep these lands as forests, wetlands and wildlands and protect their integrity over the long run. The lands could continue to be managed and used as they are today. What would change is their level of protection - from temporary to permanent. Long-term protection of these properties will also honor the wishes of the donors of some of the properties, who gave land to the town for conservation purposes.

In the coming weeks, the Conservation Commission will be offering more details on this project, including the financial aspects of the project..

\*For the Deerfield Open Space Plan, a list of the town forests map showing their location and a town trail map, [see http://www.townofdeerfieldnh.com/offices/conservcomm.php](http://www.townofdeerfieldnh.com/offices/conservcomm.php)

Drafted by F. Mitchell, Sept 22, 2009

*Suggested additions: Map with locations of properties, photo of at least one scenic area or wildlife at a town forest and a description of what a conservation easement is (sidebar?).*

Draft, Dec. 24, 2009

## DEERFIELD'S NATURAL LEGACY – TOWN FORESTS AND CONSERVATION AREAS

Deerfield's Town Forests and Conservation Areas are treasures of natural beauty, homes for wildlife and places where townspeople can enjoy the outdoors. As owners of these public properties, citizens of Deerfield jointly enjoy them and share the responsibility for managing them. The Town Forests and Conservation Areas are found throughout town. Here is a brief description of each:

### **Alvah Chase Town Forest**

This town forest, near Thurston Pond, was never surveyed and the Conservation Commission is presently investigating its boundaries.

### **Arthur Chase Town Forest      40 acres**

This wooded Town Forest, located on an unpaved part of Ridge Rd, features mixed forest and two branches of Hartford Brook. It borders the beaver pond visible on Range Rd. and another at the back of the property. The north end of the property is flatter and the south end is hilly with an older forest with many older trees, including beech, which are important nut sources for wildlife. The land also includes a vernal pool that offers important breeding habitat for frogs and salamanders. This area of the property is designated in the forest management plan as a natural area, to be left undisturbed.

### **Dowst-Cate Town Forest    100 acres**

The Dowst-Cate Town Forest was given to the town in 1983 by Gilbert Knowles, for use as a "town forest and park." The town soon designated it a Town Forest at town meeting. The property has a fine mix of forest types, scenic floodplain wetlands along Back Creek and portions of a large complex of beaver ponds and other wetlands. The variety of habitats makes this property particularly important for wildlife conservation. The Dowst-Cate Town Forest also contains remains of a mill dam and old stone bridge abutment where Nottingham Road once crossed the brook. This Town Forest is linked to the Great Brook Conservation Area to the west (private lands protected with conservation easements.)

### **Freese Town Forest      175 acres**

The Freese Town Forest with frontage on Mt. Delight Rd., was purchased by the town in 2008. At the same time, the land was permanently protected with a conservation easement administered by Bear-Paw Regional Greenways, a private, non-profit land trust. The property features especially significant water features, including several marshes, beaver ponds, and forested wetlands, most of which are far from roads, which protects their biological integrity. The Hartford Brook and several of its tributaries converge in the center of the property. This, combined with the location of this property within an unfragmented (by roads or development) forest block of over 8,000 acres, makes this property a very important one for wildlife.

### **Hart Town Forest    72 acres**

This property on Griffin Rd. was given to the town by Lloyd Hart in 1993. Lloyd had lived on the land all his life and wanted the land to remain intact and managed by the town for conservation purposes. The land has mixed forest and includes the beaver dam at the outlet of the large wetland west of Griffin Rd. It abuts the Epsom Town Forest and is within the same forest block of over 8,000 acres as the Freese Town Forest.

**Lindsay-Flanders Conservation Area 58 acres**

Located behind the Bicentennial Field and the Post Office, this town Conservation Area is the result of land donated to the town by Madeline Lindsay in 1974 and in the 1980s Lois Flanders. Shortly after, David and Karen Linden donated a 10 acre conservation easement to the town, to further protect the area. The land is mostly forested, with much white pine, but it also includes a beaver pond and part of Nichol's Brook. It supports a variety of wildlife and its location makes it an important community recreational asset.

**McNeil Conservation Area 65 acres**

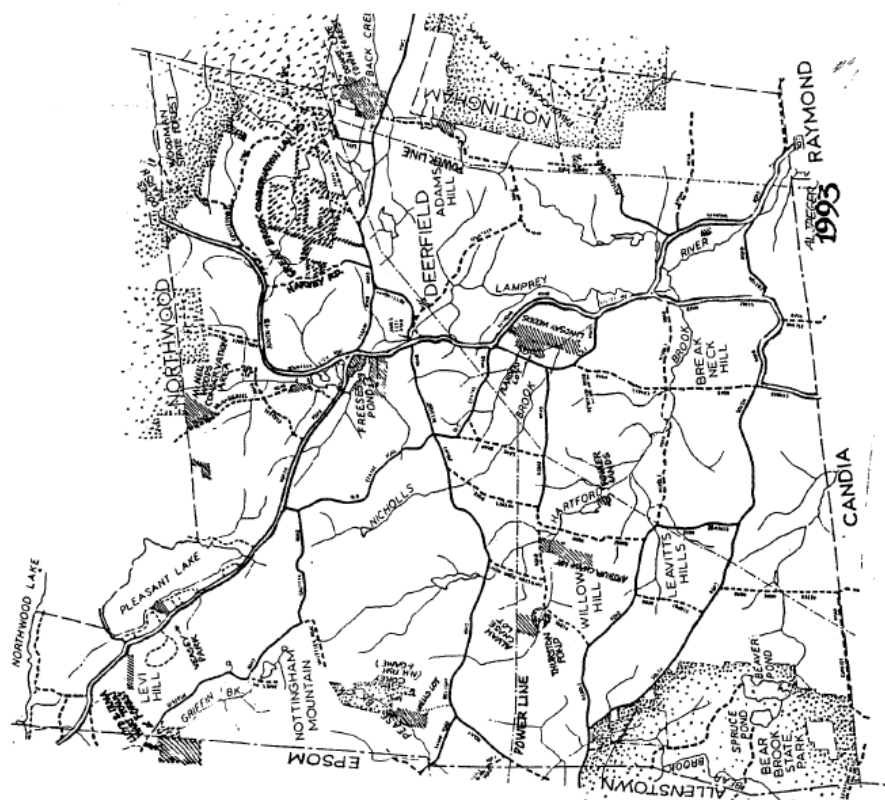
The McNeil family gave the town the McNeil Conservation Area in 1968 in honor of Burton and Agnes McNeil. The property, on the Northwood town line on Blake's Hill Rd., is all wooded, with older oak in some sections and hemlock in the low areas near the Lamprey River, which runs just to the east of this Town Forest. This property is part of a connected and vast conservation area that includes the Peters Wildlife Management Area (owned by NH Fish and Game ?? and abuts the McNeil CA), Northwood Meadows State Park and a Northwood Town Forest, magnifying its importance to the ecological health of the region.

**Weiss Town Forest 93 acres**


In 1998, Bernard and Annelou Weiss sold this parcel abutting the Dowst-Cate Town Forest to the town at a reduced price, wanting to see the land conserved under public ownership. This property shares some of the same important features as the Dowst-Cate Town Forest. For example, Back Creek and its associated wetlands span the parcel boundary between the two Town Forests as does a large beaver pond. In addition, The Dowst-Cate and Weiss Town Forests are functionally one unit and are treated that way for management purposes.

**Wells Town Forest 80 acres**

This Town Forest, located off Mt. Delight and Swamp Roads, is on the Epsom town line. It was heavily cut prior to town ownership several decades ago, and is mostly covered with young regrowing forest. An exception is some of the back and edges of the property, where older trees remain. The highlight of the Wells Town Forest is Pease Brook, which runs through the property's several open wetlands on it's way to the Suncook River. This Town Forest has no active road frontage and is not easily accessed.

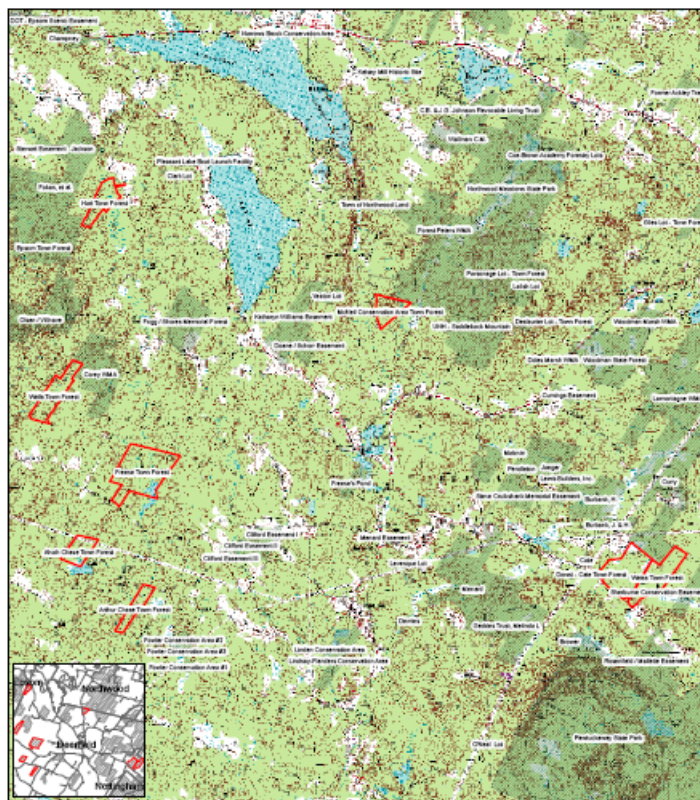


## DEERFIELD'S MAJOR PROTECTED LANDS

-  State Land
-  Town Land
-  Private Land with Conservation Easement



Deerfield Town Forests, Deerfield - Topographic Map



-  Deerfield Town Forests
-  Conservation Lands

Map created by Bear-Paw Regional Greenways - 2009

1:60,000  
0 2,500 5,000 Feet

**Draft, Feb 4, 2010**  
**CONSERVATION COMMISSION NEWS**

**CONSERVATION OF DEERFIELD'S TOWN FORESTS AND CONSERVATION AREAS -  
WHAT DOES IT MEAN?**

The Deerfield Conservation Commission and Select Board have introduced a warrant article for town voting on Tuesday, March 9, to gauge public support for permanent conservation of seven Town Forest and Conservation Area properties (one was inadvertently omitted from the Town Deliberative Session article but, at that meeting, the article was amended to include the seventh property). The Conservation Commission advocates permanent conservation of these public lands, using conservation easements like those used to conserve many private lands in town. The newly acquired Freese Town Forest is currently the only town forest or conservation area in Deerfield protected with a conservation easement. Conservation easements would keep these lands as forests, wetlands and wildlands and protect their integrity over the long run. The lands could continue to be managed and used as they are today. What would change is their level of protection - from temporary to permanent.

Here are some questions and answers about this project:

**Why would the town permanently conserve our Town Forests and Conservation Areas?**

The Deerfield Conservation Commission feels there are several reasons to take this action:

- Our Town Forests and Conservation Areas are key parts of the town's network of conserved and publicly owned open space lands.
- Deerfield's Town Forest properties were designated as such by town meeting votes with strong public support, but the designations could be reversed by future votes.
- The fundamental purpose of establishing conservation easements for our Town Forests and Conservation Areas is to assure that these town forests and town conservation areas remain a permanent living legacy, so they continue to provide open space, productive forests, wildlife habitat, clean water and air and places people can visit for recreation, education or just peace, quiet and natural beauty.
- Permanent conservation of Deerfield's Town Forests and Conservation Areas is consistent with the long-term view that land ownership and sustainable management requires and will allow us to protect their integrity over the long run.

**Have other towns done this?**

Other nearby towns that have public land protected by conservation easements include Candia, Epsom, Raymond and Strafford, A current project in Nottingham will add them to the list when completed.

**What are conservation easements and how do they work?**

According to the Society for the Protection of New Hampshire Forests, our state's largest land conservation group, "A conservation easement deed is a permanent, legally binding agreement between a landowner and a qualified conservation organization or public agency that restricts use of the land to protect its significant natural features. In New Hampshire this is authorized by RSA 477:45-47."

A conservation easement separates the rights to exercise more intensive uses — such as commercial or residential construction, subdivision, and mining from other rights of ownership. These "development rights" are then effectively extinguished when a conservation easement is completed. A second party, a conservation organization (as qualified by the IRS) or public

agency becomes the easement “holder”. They are responsible for assuring through annual monitoring of the property that uses forbidden by the conservation easement do not occur on the property. Conservation easements apply to the land regardless of who may own it in the future. Land under a conservation easement continues to be managed by its owner. Typically, the land is used for forestry, wildlife habitat, scenic views, watershed protection, agriculture, recreation and education.

### **Who would be responsible for administering and monitoring of the conservation easement?**

There are several options for easement holders for the Town Forest and Conservation Areas. The Conservation Commission will select a conservation partner for this project after considering the interest, experience and suitability of potential partner organizations. An easement holder must be a non-profit organization or public agency that has the conservation of land as its one of its purposes. It is unlikely that a public agency would be part of this project. Private non-profit groups that cover this region include Bear-Paw Regional Greenways, Southeast Land Trust of NH and the Society for the Protection of NH Forests.

### **Will this cost the taxpayers?**

This project will have no impact on the tax rate and there will be no request for additional town funds to cover project costs. Because they are legal real estate transactions, there are costs associated with establishing conservation easements. They include surveying (if needed), legal aspects, title review and recording fees, professional staff time (easement holder) and, typically, a “stewardship” fee to the easement holder, used to support monitoring and administration of the conservation easement. The Conservation Commission intends to use the Conservation Fund to cover the cost of completing the technical steps needed to complete the conservation easements. The Conservation Fund is supplied by the Land Use Change Tax, paid by a landowner when land is taken out of an open space category under current use assessment and converted to a residential, commercial or industrial use. In addition to the Conservation Fund, grants may cover some of the costs. The cost of this project, then, will be covered by the tax on open space lands that were converted to other uses in Deerfield in recent years.

### **What will happen if we don’t conserve the Town Forests and Conservation Areas?**

In the short term, probably little or nothing would happen. The areas are well managed, and their designations and uses are supported by town leaders and citizens. The purpose of the conservation easements, however, is to assure the *long term* protection of the Town Forest and Conservation Areas. The conservation easements will ensure that the Town Forest and Conservation Areas will remain over time and that future generations will enjoy the land’s’ full benefits as we have during our time here. Conservation easements will prevent the temptation to see the Town Forest and Conservation Areas as expendable and converted to other uses at some future time.

### **What if we want the land for something else later? (Will the conservation easements limit the owner’s future use of the properties?)**

Limiting future uses to “open space” activities is the purpose of a conservation easement. The current uses of the Town Forest and Conservation Areas, however, would not be affected because they are already within the range of land uses that would be allowable with a conservation easement in place. The lands could continue to be managed and used just as they are today.

**What's the next step?**

Article 17 on the 2010 Town Warrant asks voters if they support permanent conservation of the Town Forest and Conservation Area properties. This is an advisory, non-binding article. The Conservation Commission and the Select Board included it in the Warrant to give citizens a chance to express themselves on this issue. Voting is on Tuesday, March 9 from 7 am to 7 pm at the Town Hall, 10 Church St. The Warrant article is on the Town web site at [http://www.townofdeerfieldnh.com/Elections/2010%20SB2/2010\\_sb2\\_page/2010WarrantFINALCopyPublish.pdf](http://www.townofdeerfieldnh.com/Elections/2010%20SB2/2010_sb2_page/2010WarrantFINALCopyPublish.pdf).

## **DEERFIELD'S TOWN FORESTS and CONSERVATION AREAS TO BE PROTECTED FROM DEVELOPMENT FOREVER**

For many years, the Deerfield Conservation Commission (DCC) has had a goal of permanent protection of Town Forests and Conservation Areas. In 2008, the Town voted to purchase the Freese property on Mount Delight Road as a Town Forest. It was the first such Town property to be put in conservation easement, so that it never can be developed.

In 2010, 76% of the voters supported the DCC and Select Board warrant article to permanently protect the other seven Town Forest/Conservation Area properties. DCC wants to assure these Town lands remain as open space, providing productive forests, wildlife habitat, clean water and air, and places people can visit for recreation, education or just peace, quiet and natural beauty forever. As owners of these public properties, citizens of Deerfield can continue to enjoy them and share the responsibility for management.

The DCC will use the Conservation Fund and seek grants to cover the survey, legal, and monitoring costs of permanent protection using conservation easements, just like Freese Town Forest. No other Town funding has been or will be requested.

Here's more information about Freese Town Forest and the seven additional Town properties that the DCC is working to put conservation easements on:

<b>Name</b>	<b>Acreage/From</b>	<b>Location</b>	<b>Resources</b>
<b>Freese Town Forest</b>	<b>175 acres</b> , purchased in 2008 <i>with conservation easement</i>	Mt. Delight Rd. within forest block of over 8,000 acres	wildlife; significant water features, marshes, beaver ponds, forested wetlands
<b>Arthur Chase Town Forest</b>	<b>40 acres</b> w/blazed foot trail by Eagle Scout	unpaved Ridge Rd off Range	older beech nut forest; wildlife; vernal pool frog & salamander breeding
<b>Dowst-Cate Town Forest</b>	<b>100 acres</b> given by Gilbert Knowles in 1983, for use as a "town forest and park."	Nottingham Road	fine mix of forests, scenic floodplain wetlands, large complex of beaver ponds; wildlife habitat
<b>Hart Town Forest</b>	<b>72 acres</b> given by lifetime resident Lloyd Hart in 1993; wanted it "to remain intact & managed for conservation"	Griffin Rd, within the same forest block of over 8,000 acres as the Freese Town Forest	mixed forest and beaver dam at the outlet of a large wetland
<b>Lindsay-Flanders Conservation Area</b>	<b>58 acres</b> donated by Madeline Lindsay in 1974; and Lois Flanders in 1980s.	behind Bicentennial Field and the Post Office	Wildlife; location makes it an important community recreational asset.
<b>McNeil Conservation Area</b>	<b>65 acres</b> given by McNeil in 1968 in honor of Burton and Agnes McNeil	Blake's Hill Rd.	in vast conservation area of Peters WMA, Northwood Meadows State Park and Town Forest
<b>Weiss Town Forest</b>	<b>93 acres</b> sold at reduced price by Bernard and Annelou	Nottingham Rd	The Dowst-Cate and Weiss Town Forests are managed as one unit



	Weiss in 1998, for public conservation		
<b>Wells Town Forest</b>	<b>80 acres</b> (no road frontage; not easily accessed)	off Mt. Delight and Swamp Roads on Epsom town line	Pease Brook, with several open wetlands. Next to NH Fish & Game Corey WMA.

### **So, why is it important to permanently protect our Town Forests and Conservation Areas?**

The DCC believes that getting all Town properties into permanent conservation easement is important for Deerfield because:

- Our Town Forests and Conservation Areas are key parts of the town's network of conserved and publicly owned open space lands. The new Open Space Plan soon to be adopted by the Planning Board provides more information on this important "green infrastructure."
- The many landowners who donated land or sold it to the Town at reduced price believed the land would remain in conservation for public use and benefit.
- Except for Freese Town Forest, no others currently are protected from future development.
- Deerfield's Town Forest properties were designated as such by town meeting votes with strong public support, but the designations could be reversed by future votes.
- Putting conservation easements on our Town Forests and Conservation Areas guarantees that these lands remain a permanent living legacy, providing open space, productive forests, wildlife habitat, clean water and air, and places people can visit for recreation, education or just peace, quiet and natural beauty.
- Permanent conservation of Deerfield's Town Forests and Conservation Areas allows the Town to protect their integrity by sustainable management over the long run.

### **Have other towns done this?**

Other nearby towns that have public land protected by conservation easements include Candia, Epsom, Raymond and Strafford. Nottingham also is working on a project right now.

### **What is conservation easement and how does it work?**

Most simply, a conservation easement removes the right to develop from other rights of land ownership. A qualified second party, such as a conservation organization or public agency becomes the easement "holder." That party must inspect the property annually to be sure that only uses allowed by the conservation easement are happening on the land, and file a report. If any violation is found, the second party is responsible for ensuring that it is stopped or corrected.

Conservation easements run with the land, regardless of who may own it in the future. The land continues to be managed by its owner, most often for forestry, wildlife habitat, scenic views, watershed protection, agriculture, recreation, and education.

### **What if we want the land for something else later? (Will the conservation easements limit the Town's future use of the properties?)**

The purpose of a conservation easement is to keep land natural and undeveloped. These lands then can continue to be managed and used just as they are today. For more information, please contact any member of the Deerfield Conservation Commission. And thanks for your support.

have been paid during Town ownership. This conveyance is to correct an erroneous but inadvertent division of property that had been previously merged by the Deerfield Planning Board. A portion of the home and septic system located on Map 208 – Lot 46 by the Anibals or their predecessors extends onto Lots 47.1 and 47.2.

*Recommended by the Board of Selectmen 5-0*

Article moved as written by Chairman Barry, seconded by Selectmen Reagan

Selectman O'Neal stated that the Warrant is self-explanatory and that the land should never have been split up.

Seeing no discussion, the Moderator instructed the Clerk to place the Article on the ballot as written.

#### **Article 10**

To see if the Town will vote, pursuant to RSA 231:45-a(I), to discontinue subject to gates and bars that portion of Swett Road, aka Sidmores Road, which is currently a Class V, Town maintained highway.

*Recommended by the Board of Selectmen 4-0*

Article moved as written by Chairman Barry, seconded by Selectmen Reagan

Chairman Barry stated that the road in question is really a driveway for two homes. The Highway agent has made the recommendation that we discontinue maintenance on this dirt road. The Board of selectmen have decided to bring this issue forward for the towns people to vote on the matter.

There was much discussion as to how other roads in town have been discontinued by town votes in the past. Chairman Barry stated that per legal counsel they have the ability to continue with this practice.

Seeing no discussion on the Article, the Moderator instructed the Clerk to place the Article on the ballot as written.

#### **Article 11**

To see if the Town shall vote to convey conservation easements to one or more qualified conservation organizations for the following Town-owned Town Forests and Conservation Areas, which will permanently restrict their use to open space purposes, including wildlife habitat conservation, forestry, and recreation:

Arthur Chase Town Forest	Tax Map 414	Lot 73	40 acres
Dowst-Cate Town Forest	Tax Map 416	Lot 16	100 acres
Hart Town Forest	Tax Map 403	Lot 2	71 acres
Lindsay Conservation Area	Tax Map 415	Lot 30	58 acres
McNeil Conservation Area	Tax Map 406	Lot 12	63 acres
Weiss Town Forest	Tax Map 416	Lot 18	93 acres
Wells Town Forest	Tax Map 411	Lot 39	80 acres

*Recommended by the Board of Selectmen 5-0*

Article moved as written by Chairman Barry, seconded by Selectmen Reagan

Chairman Barry deferred the discussion to Conservation Commission Chair Serita Frey. Ms. Frey stated that this article is the same as last years' article which received a 76% approval rating except that it is binding this year. The article will provide for a permanent conservation easement on the properties to protect them and make them open for recreation and wildlife habitation.

Joanne Wasson stated she had an interest in several of the parcels but particularly in the Dowst-Cate Town Forest. She had been a member of the Select Board in 1993 when the town received this "wonderful piece of land" from a descendant of the family which had owned the land for two centuries. "Why can we not as a town take care of the land?" she asked. "Why turn it over to organizations to manage and lose control?" She gave the example of [Bear Paw Regional Greenways](#), a private organization which, she claimed, would have the right to sell, exchange, lease or otherwise dispose of property they control. "We should take care of it for ourselves," she concluded. The meeting, now far from over, spent the next hour and one-half debating her contentions and the powers and rights of the Select Board, Conservation Commission and third-party monitoring organizations.

Erick Berglund of the Conservation Commission then spoke, saying there are many qualified organizations such as the Society for the Preservation of NH Forests or Audubon which could manage the forests in addition to Bear Paw. The management of the easements would go out to bid. He pointed out that the town would still own the forests and it was incorrect to say that land would leave town control. Select Board Chair Barry asked Erick Berglund if the Conservation Commission is qualified to monitor the easements. Erick Berglund said the Commission is not, as the members are volunteers and there are not funds budgeted to do it.

MBC Chair Spillane countered that the town did not have to give up the easements (to a third-party monitor). He said the Conservation Commission is charged with protection and management of land and should not pass on town rights.

Harriet Cady said she was appalled that people charged with conservation said they could not monitor the land. She suggested the Select Board appoint better people. She countered Frey's contention that there would be no additional costs to the town as the Conservation Fund receives one half of current use charges. She further stated that her reading of the bylaws of the potential monitoring groups gave them the right to sell conservation easement land and that if members of the Conservation Commission felt it was acceptable to pay money each year to a monitoring group for one inspection per year, the Select Board should appoint people who can do the job. She went on to say that some members of the Conservation Commission are also members of Bear Paw, which is a conflict of interest, and she was further appalled that the town would turn over land for our children's future to an out-of-town organization. She finished by saying she wanted an amendment to have the Select Board do their duty and oversee the easements, although she did not have specific wording for the amendment.

Selectman Robertson said he felt the discussion was getting emotional and personal and that third-party conservation organizations typically have been used by the town. He added that there seemed to be some confusion about ownership and conveyance. The intent of the Article, he explained, was to conserve the land which is already owned by the town, and which Harriet Cady now wants to convey to the Select Board as representatives of the town. This would have the effect of the town monitoring itself.

Chairman Barry stated that the Select Board had received thousands of dollars of legal advice about the Article. Town counsel had been involved in wording Article Eleven which was attempting to establish conservation easements on land already owned by the town.

Harriet Cady then contended that other town easements had been deeded to Bear Paw which could then sell or lease the land. Chairman Barry responded that the Board did not agree with Harriet Cady's interpretation. She later reiterated that she had seen the deeds which conveyed the easements.

John Dubiansky asked if residents, by voting "no," would accomplish Cady's goal as there would be no outside management. Chairman Barry agreed that it would eliminate the third party, but it would also mean there would be no conservation easements on the forests, thus allowing the town to change the use or sell the properties.

Sandra Fox stated that she feels that the discrepancy between the Board's interpretation and Harriet Cady's interpretation of a third-party's right to deed away easements should be investigated and the Board should admit their mistake when found to be wrong. Robertson explained that deeds do exist, as conservation easements involving two or more parties are recorded at the Registry of Deeds.

A discussion of the Clifford Property, upon which a conservation easement had been purchased by the town, ensued. It did not serve to clarify the issue.

Moderator Hutchinson then announced that he was ruling Harriet Cady's amendment out of order as the town cannot hold an easement on itself. He did remind those in attendance that the body could vote to overrule the Moderator. The body chose not to do so.

Seeing no further discussion on the article, the Moderator instructed the Clerk to place the Article on the ballot as written.

Respectfully submitted

Kevin J. Barry  
Town Clerk

Please return to:  
Bear-Paw Regional Greenways  
P.O. Box 19  
Deerfield, NH 03037

## CONSERVATION EASEMENT DEED

**Town of Deerfield**, a municipal corporation situated in the County of Rockingham and State of New Hampshire, with a mailing address 8 Raymond Road, Town of Deerfield, County of Rockingham, State of New Hampshire 03037-0159 (hereinafter referred to as the “Grantor”), for consideration paid, with quitclaim covenants, grants in perpetuity to

**Bear-Paw Regional Greenways**, a New Hampshire not-for-profit corporation, situated in the County of Rockingham, State of New Hampshire, with a mailing address of Post Office Box 19, Deerfield, New Hampshire 03037 (hereinafter referred to as the “Grantee”, which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

a conservation easement (referred to as the "Easement") encumbering the following tracts of land: the Arthur Chase Town Forest, the Dowst-Cate Town Forest and Park, the Hart Town Forest, the Lindsay/Flanders Conservation Area, the Agnes B. McNeil Conservation Area, the Weiss Town Forest, and the Wells Town Forest (referred to collectively as the "Property" or “Properties”), all located in the Town of Deerfield, and more particularly bounded and described in Appendix A.

### 1. CONSERVATION PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes (referred to as “Purposes”) for the public benefit:

- A. The protection of natural plant and wildlife habitat and natural communities and systems found on the Property and as referenced in the New Hampshire Wildlife Action Plan;
- B. The fostering of a healthy and sustaining forestland whose continued management is according to current and widely accepted scientific and ecological knowledge and practices as embodied in the publication *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (Karen P. Bennett, editor. 2010. Second Edition, University of New Hampshire Cooperative Extension) or its successor publications.
- C. The preservation of the quantity and quality of groundwater and surface water resources on and under the Property;

- D. The prevention of any use or activity on the Property which would be detrimental to drainage, flood control, water conservation, water quality, soil stability or erosion control, carbon sequestration, or the unique and significant qualities of public benefit and the conservation and preservation values of the Property;
- E. The protection of land within contiguous blocks of unfragmented land;
- F. The scenic enjoyment of the general public, including undeveloped road frontage on Blake's Hill, Candia, Cole, Griffin, Mount Delight, Nottingham, Raymond, and Ridge Roads;
- G. The preservation of the Property for outdoor educational or recreational use by the general public.

The above Purposes are consistent with New Hampshire RSA Chapter 79-A:1, 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.”

The above Purposes are also consistent with the clearly delineated open space conservation goals as stated in the *2009 Master Plan of the Town of Deerfield*, as well as the *2010 Deerfield Open Space* chapter of the Master Plan, and the *Deerfield Conservation Commission 2009 Strategic Plan* that prioritized creating conservation easements for all Town forests.

The above Purposes and the characteristics of the Property are also consistent with the conservation goals of the Grantee, including:

- the protection of land within large contiguous blocks of unfragmented forest;
- the protection of forestland;
- the protection of surface waters, groundwater and wetlands; and
- the protection of habitat for native plant and animal species.

A baseline documentation report on file with the Grantee inventories the conservation attributes of the Property that support these conservation purposes.

## **2. PROPERTY STEWARDSHIP**

- A. The Grantor has full responsibility for managing the Property in accordance with the limitations imposed by and rights reserved under this Easement. No activity or use shall be undertaken in a manner that is not consistent with the Purposes and conservation goals of this Easement as outlined in Section 1.

- B. Activities on the Property shall be performed in accordance with a written Management Plan approved by the Grantee, with the long-term protection of the above-described Purposes for which this Easement is granted, and prepared by a natural resources professional (a forester licensed by the State of New Hampshire, a certified wildlife biologist, or by another similarly qualified person approved in writing by the Grantee). A Management Plan shall be consistent with the following goals:
- Maintenance of soil productivity;
  - Protection of water quality, wetlands and riparian areas;
  - Maintenance or enhancement of wildlife habitat;
  - Maintenance of a healthy and sustaining forestland through prudent forest management;
  - Maintenance or enhancement of the overall quality of forest products;
  - Conservation of native plant and animal species and natural communities
  - Protection of unique or fragile natural areas;
  - Protection of unique historic or cultural features; and
  - Maintenance or enhancement of scenic quality.
- C. The Management Plan shall include:
- A summary of the Town's management objectives consistent with the Purposes for which this Easement is granted and the goals specified in Section 1 above;
  - Property-specific management goals and objectives, for any activities allowed on the Property, developed in cooperation with the Grantor represented by the Conservation Commission;
  - A boundary map with access roads and natural land cover types;
  - A description of the natural features of the Property, including land cover, topography, geology, soils, wetlands, streams and ponds, and wildlife habitat features;
  - Identification of plant and wildlife species and natural communities of conservation concern;
  - Recommended management practices for any activity allowed on the Property;
  - Property-specific commercial forest management and timber harvesting plans and proposed activities;
  - Identification of how specific management practices shall enhance or avoid detrimental impacts to said plants, wildlife, and natural communities;
  - Recommended schedule for implementation and inspection of management practices.
- D. For commercial forestry, the Management Plan shall have been prepared not more than ten (10) years prior to the date that any related management activities are expected to commence or shall have been reviewed and updated to specifically describe activities and management practices at least thirty (30) days prior to said date.
- i. At least thirty (30) days prior to the commencement of timber harvesting activities, the Grantor shall submit a written certification to the Grantee that a forest management plan has been prepared in compliance with the terms of this Easement (prepared as part of the Management Plan or separately). This certification shall be signed by a licensed professional

forester or other qualified person approved in advance and in writing by the Grantee. The Grantee may request the Grantor to submit the forest management plan itself to the Grantee for the Grantee's approval within ten (10) days of such request, but acknowledges that the forest management plan's purpose is to guide forestry activities in compliance with this Easement and that the actual activities on the Property will determine compliance therewith.

ii. Forestry shall be supervised by a licensed professional forester or other qualified person approved in advance and in writing by the Grantee.

iii. Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations.

iv. Forestry shall be carried out in accordance with the recommendations contained in *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (Karen P. Bennett, editor. 2010, Second Edition, University of New Hampshire Cooperative Extension) or its successor publications.

### **3. USE LIMITATIONS**

The following Property use limitations are specified, with the exception of the Reserved Rights as specified in Section 4:

- A. The Property shall be maintained in perpetuity as open space without any industrial or commercial activities, except forestry, being conducted thereon.
- B. No Subdivision: None of the seven tracts (see Appendix A) shall be subdivided; however, the tracts described in the Appendix may be conveyed separately by the Grantor.
- C. No Structures or Improvements: No structures or improvements, including, but not limited to a dwelling (permanent, seasonal or temporary), any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, telecommunications and/or wireless communications facility, tower, windmill, or mobile home, shall be constructed, placed, or introduced onto the Property, except as specified in Section 4.
- D. No Disturbance: No removal, filling or other disturbances of the soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed, except as incidental to forestry or other activities addressed in the Management Plan.
- E. No motorized vehicles.
- F. No Advertising: No outdoor advertising structures such as signs and billboards shall be displayed on the Property.



- G. No Mining: No mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, water, or other similar materials from the Property.
- H. No Hazardous Materials: No dumping, injection, burning, or burial of manmade materials or materials known to be environmentally hazardous.
- I. No Roads: Except those of record, and as otherwise allowed within this Easement, there shall be no rights-of-way, easements of ingress or egress, driveways or roads constructed or developed into, on, over, under, or across the Property, except as specified in Section 4.

#### **4. RESERVED RIGHTS**

The reserved rights below, if exercised, shall be consistent with the Purposes and Property Stewardship responsibilities of this easement.

- A. Non-commercial Forest Management: The Grantor reserves the right to conduct non-commercial forest management activities on the Property without prior notice to or the written approval of the Grantee for the improvement of the forest, wildlife habitat, or outdoor educational/recreational resources of the Property. Such activities shall be consistent with the Management Plan and supervised by a licensed professional forester, a certified wildlife biologist, or other qualified person approved in advance and in writing by the Grantee.
- B. Access Roads and Landings: The Grantor reserves the right to construct access roads, landings, or other access ways to allow uses permitted by this Easement. Such activity shall be described in detail in the Management Plan as outlined in Section 2 and shall be consistent with the Purposes and Goals of this Easement. Such activities shall be supervised by a licensed professional forester, a certified wildlife biologist, or other qualified person approved in advance and in writing by the Grantee.
- C. Education and recreational activities: The Grantor reserves the right to use the Property for non-commercial, low-impact, outdoor educational and recreational purposes, including the right to clear, construct and maintain trails for walking, nature observation, cross-country skiing, and other non-intensive outdoor educational or recreational activities. Such activities shall be consistent with the Management Plan and supervised by a licensed professional forester, a certified wildlife biologist, or other qualified person approved in advance and in writing by the Grantee.
- D. Trails: Trails may be cleared, constructed, and maintained, provided these trails are consistent with the Purposes of this Easement, conform to best practices recommended by the Appalachian Mountain Club or similar trail-maintaining organization (for reference, see *The Complete Guide to Trail Building and Maintenance*, C. Demrow, D. Salisbury, Appalachian Mountain Club, or similar successor publication), and are constructed and maintained consistent with requirements of the Management Plan. Trail making and management activities shall be carried out in accordance with all applicable local, state and

federal laws and regulations, and in accordance with current, generally accepted best management practices for the sites, soils and terrain of the Property. Trail design and construction shall be supervised by a licensed professional forester, a certified wildlife biologist, or other qualified person approved in advance and in writing by the Grantee.

- E. Parking Areas: The Grantor reserves the right to make, construct, maintain, repair, replace and relocate, at the Grantor's sole expense, a single parking area on each tract described in Appendix A within 250 feet of the public road on which it fronts, with a maximum surface area, excluding access driveway thereto, of 3,000 square feet in size, which shall consist of permeable surface and shall be constructed with the minimum disturbance necessary. Actual size of the parking area will be determined by agreement between Grantor and Grantee. In the case of Wells Town Forest, which has no road frontage, the parking area must be within 250 feet of the Wells Town Forest boundary line across which access will be made. Design principles and construction activities for each parking area must demonstrate stewardship for the conservation attributes and natural resources present on the affected tract.
- F. Structures: The Grantor reserves the right to construct and maintain a kiosk or similar structure, in the vicinity of the parking area for each tract intended to further the accomplishment of the outdoor educational or recreational uses of the Property, provided that the footprint of the structure is no larger than 100 square feet and its construction and required maintenance is consistent with the Purposes of this Easement. The Grantor also reserves the right to construct forest access structures such as gates or stream crossings (e.g., culverts and bridges), as necessary in the accomplishment of the forestry, conservation, habitat management, or non-commercial outdoor recreational uses of the Property, consistent with the Management Plan, and provided that they are consistent with the Purposes of this Easement.. The design principles and construction of each structure must demonstrate stewardship for the conservation attributes and natural resources present on the affected tract. Such activities shall be supervised by a licensed professional forester, a certified wildlife biologist, or other qualified person approved in advance and in writing by the Grantee.
- G. Vehicles: The Grantor reserves the right to use motorized, wheeled vehicles to conduct activities on the Property consistent with the required Management Plan outlined above; to allow access by persons with disabilities for activities consistent with the outdoor educational and recreational uses outlined in this easement; and to conduct activities related to the exercise of public safety by the police or other emergency personnel.
- H. Posting: The Grantor reserves the right to post against vehicles, motorized or otherwise, and against access to forest land during timber harvesting or if required to prevent any use of or activity on the Property which is inconsistent with the Purposes of this Easement.
- I. Scientific research: The Grantor reserves the right to have scientific activities conducted on the Property, including sample removal (e.g., vegetation, soil) and the installation of scientific equipment, following submission of a research plan to, and its approval in writing by, the Deerfield Conservation Commission. Any such scientific investigations shall be

conducted by qualified individuals and will be conducted in a manner that is consistent with the Purposes of this Easement.

- J. Fees for use or service: The Grantor reserves the right to charge reasonable fees for use or services provided to cover the costs of said use or service.

NOTE: These provisions may be exceptions to the Use Limitations set forth in Section 3 above.

## **5. STEWARDSHIP RESPONSIBILITIES OF THE GRANTEE**

To facilitate the fulfillment of its responsibilities under this Easement, the Grantee shall be responsible for the following (which shall include, but not be limited to):

- A. Provide an annual on-ground monitoring inspection that confirms that the interests acquired are being protected and maintained according to the terms of the Conservation Easement;
- B. Prepare an annual monitoring report which shall contain the following:
  - i. Description of the inspection conducted;
  - ii. Description of the nature and source of any physical changes to the Property;
  - iii. Description of any contacts made with Grantor;
  - iv. Description of any conditions or activities found on the Property;
  - v. Explanation of the current status of any previously identified violations and any remedial steps taken; and
  - vi. Any steps to be taken by Grantor to bring Property into compliance with the terms of the Conservation Easement (if necessary).
- C. Upon any sale of the Property, or any portion thereof, the Grantee shall contact the successor Grantor and inform them of the provisions of this Conservation Easement.

The foregoing conveyance is made subject to all rights, easements, restrictions, encumbrances and other matters of record, to the extent in force and applicable, including, without limitation, (i) current use taxation, (ii) matters of record in the Rockingham County Registry of Deeds, and (iii) matters shown on the Plans recorded in the Rockingham County Registry of Deeds.

The transfer of this easement by the Town of Deerfield was approved at the Town Meeting held on March 8, 2011.

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.

## **6. DISCRETIONARY CONSENT**

- A. The Grantee's consent for activities otherwise prohibited herein may be given under the following conditions and circumstances: If, owing to unforeseen or changed circumstances, any proposed activity is deemed desirable by the Grantor and the Grantee, the Grantee may give permission for such activities, subject to the limitations herein. Such requests for permission shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purposes of this Easement. The Grantee may give its permission only if it determines that such activities (i) do not violate the Purposes and Stewardship Responsibilities of this Easement and (ii) either enhance or do not impair any significant conservation interests associated with the Property. Such consent may not be unreasonably withheld or delayed.
- B. Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to any activities that would result in the termination of this Easement or to allow any structures or activities not provided for above.

## **7. 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 8.B.i. above, accepts and records the additional easement.

## **8. AMENDMENT**

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement. Any amendment shall be consistent with: (a) the Purposes of this Easement; (b) the provisions and limitations of this section; (c) the current amendment policies of the Grantee; and (d) any applicable state or federal law. Any amendment shall not impair the conservation attributes of the Property protected by this Easement. Any amendment shall be executed by both the Grantor and the Grantee, and shall be recorded in the Rockingham County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

## **9. ADMINISTRATION**

### **A. Notification of Transfer, Taxes, Maintenance**

- i. The Grantor agrees to notify the Grantee in writing no later than ten (10) days before the transfer of title to the Property, or any portion thereof.

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

B. Benefits, Burden, Access and Signage

- i. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- ii. The Grantee shall have reasonable access to the Property and all of its parts 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.
- iii. The Grantee has the right to install and maintain small unlighted signs visible from public vantage points and along boundary lines for the purpose of identifying the Grantee and informing the public and abutting property owners that the Property is under the protection of this Easement.

C. Alternate Dispute Resolution

- i. 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.
- ii. 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. Each party shall pay its own attorneys' fees, and the costs of mediation shall be split equally between the parties.

- iii. 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, upon the Grantor's continued agreement not to proceed with the disputed use or activity pending resolution, 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 have 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 render a decision within thirty (30) days of the arbitration hearing.
- iv. 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.
- v. 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.

#### D. Breach of Easement – Grantee's Remedies

- i. 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.
- ii. 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 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.

- iii. The Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic or environmental values. Without limiting the Grantor's liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- iv. 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.D. without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- v. The Grantee's rights under this Section 6.D. 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.D.ii., 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.D. shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- vi. 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.
- vii. 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.
- viii. 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:
  - a. Causes beyond the Grantor's control or not caused by the Grantor, including, but not limited to, unauthorized actions by third parties or natural disasters such as fire, flood, storm, disease, infestation, and earth movement;
  - b. Any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes; or

- c. Any action by the Grantor in the exercise of its police or emergency response responsibilities.
- ix. 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, against any third party responsible for any actions that are not consistent with the conservation purposes of this Easement.

E. Notices

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

F. 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.

G. Separate Parcel

The Grantor agrees that for the purpose of determining compliance with any present or future regulation (other than those governing N.H. Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (within this Section referred to as "legal requirements") of the Town of Deerfield, the State of New Hampshire or any other governmental unit, the Property, and any portion thereof, 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.

H. Condemnation

- i. 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.



- ii. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of execution of this Easement. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation. Any increase in value attributable to improvements made after the date of the Conservation Easement shall accrue to the party who made the improvements.
- iii. 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 within the Town of Deerfield.

I. Extinguishment

If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

J. Merger

Grantor and Grantee agree it is their express intent, forming a part of the consideration hereunder, that the provisions of this Easement set forth herein are to last in perpetuity, and to that end, no conveyance of the underlying fee interest in the premises to the Grantee, or any successor or assign, shall be deemed to eliminate these Easement terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.

IN WITNESS WHEREOF, we have hereunto set *our* hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TOWN OF DEERFIELD

By its BOARD OF SELECTMEN

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By: Stephen R. Barry  
Title: Chairman  
Date:

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By: Richard W. Pitman  
Title: Vice Chairman  
Date:

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By: Rebecca Crosby Hutchinson  
Title: Selectman  
Date:

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By: R. Andrew Robertson  
Title: Selectman  
Date:

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By: Jeffrey Shute  
Title: Selectman  
Date:

STATE OF NEW HAMPSHIRE, COUNTY OF ROCKINGHAM

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned officer,  
personally appeared before the Town of Deerfield Board of Selectmen and, acting in said capacity,  
and being authorized so to do, acknowledged the foregoing to be their voluntary act and deed for  
the purposes therein contained.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

ACCEPTED: BEAR-PAW REGIONAL GREENWAYS

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By: Dan Kern  
Title: Director  
Date:

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By:  
Title:  
Date:

STATE OF NEW HAMPSHIRE, COUNTY OF ROCKINGHAM

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned officer, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who acknowledged themselves to be officers of Bear-Paw Regional Greenways, and acting in said capacity, and being authorized so to do, executed the foregoing instrument on behalf of Bear-Paw Regional Greenways as its voluntary act and deed for the purposes therein contained.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

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.  
THIS TRANSFER IS ALSO EXEMPT  
FROM THE LCHIP SURCHARGE  
PURSUANT TO RSA 478:17-g, II(a).

## APPENDIX A

The "Property" subject to this Easement includes these certain parcels of woodland located within the Town of Deerfield, County of Rockingham, State of New Hampshire.

### Arthur Chase Town Forest

A certain parcel of land located in the Town of Deerfield, County of Rockingham, State of New Hampshire, on the southerly side Ridge Road, as shown as "Tax Map 414 Lot 73" on a plan entitled "Plat of Land, Ridge Road, Deerfield, NH", dated October 19, 2012, prepared by T.D. Brouillette Land Surveying, LLS, to be recorded herewith, and more particularly bounded and described as follows:

Beginning at the northeast corner on Ridge Road at an iron rod and at a corner of stone walls;  
Thence S 57° 50' 19" E 222.37 feet along a stone wall and Ridge Road to a drill hole;  
Thence S 56° 40' 28" E 146.5 feet along said wall and Ridge Road to a drill hole;  
Thence S 58° 11' 26" E 204.25 feet along said wall and Ridge Road to a point;  
Thence S 61° 20' 06" E 186.45 feet along said wall and Ridge Road to a drill hole at a corner of wall at land now or formerly of Thompson;  
Thence S 48° 28' 12" W 184.38 feet along land now or formerly of Thompson and a stone wall to a drill hole;  
Thence S 49° 43' 59" W 165.75 feet along said wall to a point;  
Thence S 49° 17' 44" W 256.5 feet along said wall to a point;  
Thence S 47° 47' 15" W 208.81 feet along said wall to a drill hole;  
Thence S 49° 45' 50" W 162.69 feet to a drill hole at the end of said wall and the beginning of a wire fence;  
Thence S 47° 48' 38" W 131.41 feet along said wire fence to a stone pile;  
Thence S 49° 15' 46" W 201.04 feet along said wire fence to an iron rod;  
Thence N 59° 07' 56" W 161.99 feet along said wire fence to an iron rod;  
Thence S 49° 26' 44" W 589.64 feet along a barbed wire fence to a stone pile and a drill hole;  
Thence S 49° 01' 29" W 412.07 feet along said barbed wire fence to a stone pile;  
Thence S 49° 39' 47" W 175.64 feet along said barbed wire fence to a stone pile;  
Thence S 49° 54' 59" W 337.13 feet along said barbed wire fence to a drill hole at the beginning of a stone wall;  
Thence S 49° 47' 00" W 78.91 feet to a drill hole at a corner of walls and land now or formerly of Gazzola, the last 13 courses being along land now or formerly of Thompson;  
Thence N 68° 23' 30" W 25.24 feet along land now or formerly of Gazzola and a stone wall to a drill hole;  
Thence N 60° 33' 42" W 34.35 feet along said wall to a drill hole;  
Thence N 63° 23' 03" W 133.56 feet to a point at the end of said stone wall and the beginning of a barbed wire fence;  
Thence N 60° 01' 19" W 170.64 feet along said barbed wire fence to a stone pile;  
Thence N 59° 58' 14" W 242.62 feet along said barbed wire fence to an iron rod and 2" x 2" steel fence post and land of now or formerly Anderson, the last 5 courses being along land now or formerly of Gazzola;  
Thence N 44° 50' 16" E 244.83 feet along land now or formerly of Anderson to a stone pile;

Thence N 43° 47' 09" E 141.03 feet to a stone pile;  
Thence N 48° 56' 05" E 360.25 feet to a stone pile and drill hole;  
Thence N 51° 10' 12" E 387.56 feet to a stone pile;  
Thence N 50° 13' 36" E 224.87 feet to a stone pile;  
Thence N 50° 27' 02" E 782.26 feet to a stone pile with a 1" steel fence stake;  
Thence N 48° 40' 23" E 302.45 feet to a drill hole at the beginning of a stone wall;  
Thence N 49° 48' 44" E 291.19 feet along said stone wall to a drill hole;  
Thence N 48° 49' 38" E 200.89 feet to the iron rod at the point of beginning, the last 9 courses being along land now or formerly of Anderson.

Containing 43.89 acres, more or less.

Meaning and intending to describe the same premises conveyed by Collector's Deed to the Town of Deerfield, dated December 21, 1971, and recorded in the Rockingham County Registry of Deeds on May 1, 1973 at Book 2201, Page 746.

### **Dowst-Cate Town Forest and Park**

A certain parcel of land located in the Town of Deerfield, County of Rockingham, State of New Hampshire, on the northerly side Nottingham Road, as shown as "Lot #1" on a plan entitled "Plan of Land of Dowst- Cate Town Forest & Park, Deerfield, NH", dated October 22, 2012, prepared by T.D. Brouillette Land Surveying, LLS from an unrecorded plan by David W. Sidmore, LLS, dated October 1985, to be recorded herewith, and more particularly bounded and described as follows:

Beginning at a corner of said parcel on Nottingham Road at a drill hole in a stone wall at a corner of walls;

Thence N 53° 30' E 251.0 feet along a stone wall to a drill hole at a corner of walls;

Thence S 07° 15' E 193.5 feet along a stone wall to a drill hole at a corner of walls;

Thence N 54° 15' E 331.4 feet along a stone wall and land now or formerly of Rollins to a drill hole;

Thence N 28° 45' W 13.5 feet to a drill hole;

Thence N 49° 45' E 138.0 feet along a stone wall to a drill hole;

Thence N 50° 00' E 2,169.1 feet along land now or formerly of Weiss to an iron rod at land now or formerly of Curry;

Thence N 34° 00' W 1,409.1 feet along land now or formerly of Curry to a point at land now or formerly of Public Service Co. of N.H.;

Thence S 53° 45' W 510.7 feet along land now or formerly of Public Service Co. of N.H. to an iron rod;

Thence S 53° 45' W 503.5 feet to an iron rod;

Thence N 81° 15' W 707.3 feet to an iron rod;

Thence S 53° 45' W 526.4 feet to an iron rod;

Thence S 53° 45' W 319.3 feet to a drill hole in a stone wall at land now or formerly of Bilodeau, the last five courses being along land now or formerly of Public Service Company of NH;

Thence S 01° 00' E 29.6 feet along land now or formerly of Bilodeau to a drill hole in a stone wall;

Thence S 15° 45' W 213.8 feet along land now or formerly of Bilodeau and said wall to a drill

hole;

Thence S 26° 45' W 73.1 feet along land now or formerly of Bilodeau and a stone wall to a drill hole at a corner of walls at land now or formerly of Haight;

Thence S 55° 15' E 146.5 feet along land now or formerly of Haight and a stone wall to a drill hole at a corner of walls;

Thence S 56° 45' W 174.6 feet along land now or formerly of Haight and a stone wall to a drill hole at Nottingham Road;

Thence S 36° 00' E 514.1 feet along Nottingham Road and partly along a stone wall to a drill hole at a corner of walls;

Thence S 38° 15' W 36.7 feet along Nottingham Road and a stone wall to a drill hole at a corner of walls;

Thence S 27° 30' E 374.7 feet along Nottingham Road partly along a stone wall to a point;

Thence S 35° 30' E 304.0 feet along Nottingham Road to a drill hole at a corner of walls;

Thence S 35° 30' E 385.5 feet along Nottingham Road and a stone wall to a drill hole, being the point of beginning.

Containing 110.30 acres, more or less.

Meaning and intending to describe the same premises conveyed by deed of Gilbert H. Knowles to the Town of Deerfield, dated July 2, 1983, and recorded in the Rockingham County Registry of Deeds on July 7, 1983 at Book 2451, Page 058.

### **Hart Town Forest**

Two certain parcels of land located in the Town of Deerfield, County of Rockingham, State of New Hampshire, on the southwesterly side of Griffin Road, as shown as "Lot 1-15-2" and "Parcel A" on a plan entitled "Subdivision & LCIP Plan Land of Lloyd M & Erma M Hart, Deerfield, NH", dated January 1993, prepared by Joseph M. Wichert, LLS, recorded in the Rockingham County Registry of Deeds as Plan D-22052, and more particularly bounded and described as follows:

Beginning at the corner of stonewalls on the westerly side of Griffin Road, at land now or formerly of Lloyd and Emma Hart;

Thence S 2° 56' 31" W 22.49 feet along the side of Griffin Road to the corner of stonewalls;

Thence S 0° 44' 07" E 35.00 feet along a stonewall on the side of Griffin Road to an iron rod;

Thence S 88° 48' 14" W 233.33 feet to an iron rod;

Thence N 79° 12' 20" W 341.01 feet to an iron rod set in a stone wall;

Thence S 00° 14' 34" E 145.69 feet along a stonewall to a point;

Thence S 2° 13' 40" E 195.85 feet along a stonewall to a point;

Thence S 8° 28' 18" E 23.37 feet along a stonewall to a point;

Thence S 13° 37' 06" E 40.44 feet along a stonewall to a point;

Thence S 29° 55' 03" E 150.45 feet along a stonewall to a point;

Thence S 33° 44' 57" E 108.70 feet along a broken stonewall to a point on another stonewall;

Thence S 49° 32' 36" E 82.05 feet along a stonewall to a point;

Thence S 62° W 675 feet to the end of a stonewall;

Thence S 52° W 80 feet along a stonewall to a point;  
Thence S 52° 30' W 323 feet along a stonewall to its end;  
Thence S 52° 30' W 79.5 feet to a point;  
Thence S 16° E 299 feet to a point;  
Thence N 51° E 366.5 feet to a point;  
Thence N 52° E 965 feet to the end of a stonewall;  
Thence N 51° E 27 feet along a stonewall to a point;  
Thence N 38° E 70 feet along a broken stonewall to a point;  
Thence S 59° E 245 feet to the end of a stonewall;  
Thence S 60° E 83 feet along a stonewall to a point;  
Thence S 61° E 139 feet along a stonewall to a corner in the wall;  
Thence S 42° W 504 feet to an iron rod;  
Thence N 59° W 55.9 feet to an iron rod;  
Thence S 39° 45' W 868 feet to the end of a stonewall;  
Thence S 40° W 151 feet along a stonewall to a point;  
Thence S 40° 30' W 202.5 feet to the end of a stonewall;  
Thence S 39° 15' W 583 feet to the end of stonewall;  
Thence S 42° W 125.5 feet along a stonewall to an iron rod;  
Thence S 40° 30' W 86.1 feet along a stonewall to its end;  
Thence S 40° 30' W 304.5 feet to an iron rod in Griffin Brook;  
Thence N 26° 30' E 40 feet to a point in Griffin Brook;  
Thence S 75° 05' W 498.9 feet to the end of a stonewall;  
Thence N 81° 26' 23" W 96.90 feet along a stonewall to a point;  
Thence N 80° 49' 49" W 67.64 feet along a stonewall to a corner in the wall;  
Thence N 11° 12' 08" W 282.97 feet to the corner of stonewall;  
Thence N 3° 00' 15" E 61.41 feet along a stonewall to a point;  
Thence N 3° 02' 24" W 104.23 feet along a stonewall to a corner in the wall;  
Thence N 78° 40' 19" E 96.69 feet along a stonewall to a drill hole;  
Thence N 82° 40' 25" W 48.73 feet along a stonewall to a point;  
Thence N 77° 41' 03" W 55.73 feet along a stonewall to a point;  
Thence N 79° 18' 44" W 81.56 feet along a stonewall to a point;  
Thence N 80° 34' 34" W 72.81 feet along a stonewall to a point;  
Thence N 87° 49' 17" W 47.21 feet along a stonewall to a point;  
Thence S 89° 57' 40" W 76.03 feet along a stonewall to a point;  
Thence N 89° 58' 06" W 100.13 feet along a stonewall to a corner in the stonewall, being the point of beginning.

Containing 71 acres, more or less.

Meaning and intending to describe the same premises conveyed by deed of Lloyd M and Erma M. Hart to the Town of Deerfield, dated February 11, 1993, and recorded in the Rockingham County Registry of Deeds on February 17, 1993, at Book 2968, Page 2568.



## **Lindsay/Flanders Conservation Area**

### **Lindsay Parcel**

A certain parcel of land located in the Town of Deerfield, County of Rockingham, State of New Hampshire, on the easterly side of Cole Road and west of Raymond Road (a/k/a NH Route 107), as shown as "Parcel #2" and a portion of "Parcel #2" on a plan entitled "Land of Madeleine M. Lindsay", dated June 5, 1974, prepared by David R. Noyes, recorded at the Rockingham County Registry of Deeds as Plan D-4706, and more particularly bounded and described as follows:

Beginning at a drill hole in a stonewall, 375 feet southwest of the westerly side of Route 107, at land now or formerly of Boehmer;

Thence S 14° 34' 40" E 452.60 feet to an iron rod;

Thence N 60° 27' 50" E 58.57 feet to a drill hole in a stonewall at the corner of land now or formerly of Lyshaug;

Thence S 10 ¼° E 178 feet by land now or formerly of Lyshaug to a corner of walls and land of Hussey;

Thence S 48 ¾° W 1,483 feet by land now or formerly of Hussey to a corner of walls;

Thence S 48 ¼° W 471 feet by land now or formerly of said Hussey to the end of a wall;

Thence S 48 ¾° W 1,131 feet by land now or formerly of Hussey by a fence line to the beginning of a wall;

Thence S 53 ½° W 183 feet by said wall and land now or formerly of Hussey;

Thence S 79 ¼° W 52 feet to a corner of walls;

Thence S 6° W 50 feet to a corner of walls;

Thence S 49° W 532 feet by land now or formerly of said Hussey to a corner of walls at land now or formerly of Barnes;

Thence N 61° W 630 feet by land now or formerly of said Barnes and by a stone wall to the easterly side of Cole Road;

Thence along a tie line N 14 ¾° W 160 feet by said Cole Road to a corner of walls at land now or formerly of Mathews;

Thence along a tie line S 46° E 62 feet by land now or formerly of said Mathews to a corner of walls;

Thence S 61° E 96 feet by land now or formerly of said Mathews to a corner of walls;

Thence N 49° E 1,130 feet by land now or formerly of said Mathews to a corner of walls;

Thence N 49 ½° E 348 feet by land now or formerly of Piwowarczyk along a fence line to the beginning of a stone wall;

Thence N 49° E 658 feet by land now or formerly of said Piwowarczyk to the end of a stone wall and the beginning of a fence line;

Thence N 49 ½° E 554 feet by land now or formerly of said Piwowarczyk and by land now or formerly of O'Neal;

Thence N 50 ¼° E 106 feet by land now or formerly of said O'Neal;

Thence N 48 ¾° E 922 feet by land now or formerly of Boehmer to the end of a stone wall and the beginning of a fence line;

Thence N 49 ¾° E 246 feet by a fence line to the beginning of a stone wall;

Thence N 49 ¾° E 259 feet by land now or formerly of said Boehmer along a stone wall to a drill hole, being the point of beginning.

Containing 54.47 acres, more or less.

Meaning and intending to describe the same premises conveyed by deed of Madeleine M. Lindsay to the Town of Deerfield, dated March, 11, 1975, and recorded in the Rockingham County Registry of Deeds on April 11, 1975, at Book 2235, Page 813.

### **Flanders Parcel**

A certain parcel of land located in the Town of Deerfield, County of Rockingham, State of New Hampshire, located southeasterly of Candia Road, as shown as "Lot 8" on a plan entitled "Cranberry Woods, Subdivision of Land for Lois H. Flanders, Deerfield, Rockingham Co., New Hampshire", dated September 18, 1984, prepared by Roland P. Therrien, recorded in the Rockingham County Registry of Deeds as Plan D-12968, and more particularly bounded and described as follows:

Beginning at a drill hole in a stone wall at the northeasterly corner of the within described premises;

Thence S 51° 45' 13" W 246.13 feet by a wire fence and land now or formerly of the Town of Deerfield to a drill hole;

Thence S 50° 51' 27" W 102.14 feet by a stone wall and land now or formerly of the Town of Deerfield to a drill hole;

Thence S 51° 22' 56" W 199.12 feet by the stone wall and said Deerfield land to a drill hole;

Thence S 51° 12' 45" W 130.33 feet by the stone wall and said Deerfield land to a drill hole;

Thence S 46° 46' 19" W 43.33 feet by the stone wall and said Deerfield land to a drill hole;

Thence S 51° 19' 43" W 199.81 feet by the stone wall and said Deerfield land to a drill hole at a corner of walls:

Thence S 51° 08' 43" W 207.74 feet by a stone wall to a drill hole and land now or formerly of O'Neil;

Thence N 49° 27' 17" W 588.10 feet by land now or formerly of O'Neil to point in a stone wall at lot 6;

Thence N 44° 33' 46" E 125.58 feet by a stone wall and Lot 6 to a drill hole at lot 5;

Thence N 25° 59' 31" E 443.45 feet by lot 5 to an iron pin at lot 4;

Thence S 85° 07' 22" E 139.52 feet by lot 4 to an iron pin;

Thence N 88° 36' 32" E 198.38 feet by lot 4 to an iron pin at lot 3;

Thence S 75° 25' 18" E 138.03 feet by lot 3 to a drill hole at lot 2;

Thence S 71° 20' 33" E 200.00 feet by lot 2 to an iron pin at lot 1;

Thence S 54° 56' 51" E 183.11 feet by lot 1 to a drill hole;

Thence N 78° 19' 33" E 238.08 feet by lot 1 to a drill hole, being the point of beginning.

Containing 13.57 acres, more or less.

Meaning and intending to describe the same premises conveyed by deed of Lois H. Flanders to the Town of Deerfield, dated January 24, 1985, and recorded in the Rockingham County Registry of Deeds on September 5, 1985, at Book 2561, Page 2196.

### **Agnes B. McNeil Conservation Area**

A certain parcel of land located in the Town of Deerfield, County of Rockingham, State of New Hampshire, on the easterly side of Blakes Hill Road, as shown on a plan entitled "Plan of Land of McNeil Conservation Area, Deerfield, N. H.", prepared by David W. Sidmore, dated September 10, 1974, recorded in the Rockingham County Registry of Deeds as Plan C-4907, and more particularly bounded and described as follows:

Beginning at the southwesterly corner of the premises at a corner of walls on Blakes Hill Road at land now or formerly of Inland Acres;

Thence N 48  $\frac{3}{4}$ ° E 2,624 feet, partly along a barbed wire fence and partly along a stone wall, to an iron pin at land now or formerly of Forest Peters;

Thence N 61  $\frac{3}{4}$ ° W 2,035 feet along land of now or formerly of Peters and now or formerly of Brower, and partly along a barbed wire fence and partly along a stone wall, along the town line between Northwood and Deerfield, to an iron pin at Blakes Hill Road;

Thence along Blakes Hill Road 2,801 feet to the corner of walls, being the point of beginning.

Containing 64 acres, more or less.

Meaning and intending to describe the same premises conveyed by deed of Burton McNeil to the Town of Deerfield, dated March 22, 1968, and recorded in the Rockingham County Registry of Deeds on April 4, 1968, at Book 1903, Page 385.

### **Weiss Town Forest**

A certain parcel of land located in the Town of Deerfield, County of Rockingham, State of New Hampshire, on the northerly side of Nottingham Road, as shown as "Map 6 Lot 45-1" on a plan entitled "Plan of Subdivision of Land of Bernard J. and Annelou Weiss, Deerfield, N.H.", dated June 1992, prepared by David W. Sidmore, recorded in the Rockingham County Registry of Deeds as Plan D-21712, and more particularly bounded and described as follows:

Beginning at a drill hole found at an intersection of stone walls at land of G. Young and being the Northwestern corner of the premises described herein;

Thence S 14° 15' E 41.9 feet along a stone wall and land now or formerly of G. Young to a point;

Thence S 06° 0' E 64.8 feet along said stone wall and land of Young;

Thence S 04° 15' W 56.3 feet along said wall and land of Young to a point;

Thence S 11 ° 30' W 103 feet along said wall and land of Young to an iron rod on the northerly side of Nottingham Road;

Thence S 28° 0' E 38.37 feet along said wall and Nottingham Road to a drill hole;

Thence S 69° 15' E 38.44 feet to a drill hole;

Thence S 18° 45' E 134.7 feet to a drill hole;

Thence S 28° 15' E 117.7 feet to an iron rod set at a meeting of stone walls (the last 3 courses being along Nottingham Road and said stone wall);

Thence N 81° 0' 23" E 72.42 feet along a stone wall and other land formerly of Bernard J. and Annelou Weiss ("Lot 45" on said plan) to a drill hole set in said wall;

Thence N 64° 46' 0" E 156.79 feet along said stone wall to a drill hole;  
 Thence N 74° 15' 59" E 77.29 feet along said wall to a drill hole;  
 Thence N 67° 41' 09" E. 73.27 feet along said stone wall to a drill hole at a meeting of stone walls;  
 Thence N 50° 16' 13" E 228.49 feet to an iron rod;  
 Thence N 77° 44' 05" E 621.66 feet to an iron rod;  
 Thence N 27° 19' 53" E 147.74 feet to a drill hole at the beginning of a stone wall;  
 Thence N 64° 37' 06" E 57.96 feet along said stone wall to a drill hole;  
 Thence N 82° 25' 13" E 42.79 feet along said wall to a drill hole;  
 Thence S 56° 35' 37" E 129.06 feet along said wall to a drill hole;  
 Thence S 44° 39' 19" E 25.47 feet along said wall to a drill hole;  
 Thence S 12° 06' 30" E 47.59 feet along said wall to a drill hole;  
 Thence S 37° 12' 18" E 47.05 feet along said wall to a drill hole;  
 Thence S 62° 59' 40" E 235.98 feet along said wall feet to a drill hole at the end of said stone wall, the last 13 courses being along land formerly of Weiss;  
 Thence N 52° 0' E 308.7 feet along land now or formerly of R.&M. Storms to a point;  
 Thence N 54° 0' E 336.6 feet along a stone wall to a point;  
 Thence N 52° 45' E 135.5 feet along a stone wall to a point at the end of the stone wall;  
 Thence N 52° 45' E 624 feet to a point;  
 Thence N 51° 15' E 82.4 feet partly along a stone wall to a point;  
 Thence N 52° 15' E 149.6 feet along a stone wall to a point at the end of the wall;  
 Thence N 52° 45' E 260.3 feet to an iron rod set on the westerly side of a wetland;  
 Thence N 52° 45' E 645 feet to an iron rod set on the easterly side of the wetland near a barbed wire and at the approximate location of the Deerfield-Nottingham Town Line, the last seven courses being along said land now or formerly of R. & M. Storms;  
 Thence N 28° 15' W 839.3 feet along land now or formerly of N.H. Mathes and along or near the said Town line (tie line) to an iron rod;  
 Thence S 54° 30' W 1,352 feet along land now or formerly of F.B. Curry to an iron rod;  
 Thence N 35° 15' W 572.9 feet along said land of Curry to a point;  
 Thence S 49° 30' W 2,169.1 feet along land of the Town of Deerfield to a point at the beginning of a stone wall;  
 Thence S 49° 15' W 138 feet along a stone wall and said land of the Town of Deerfield to a point at a corner of the stone wall;  
 Thence S 29 15' E 13.5 feet along a stone wall to a point at a corner of the stone wall;  
 Thence S 53 45' W 331.4 feet along the stone wall to a point at a meeting of stone walls, being the place of beginning.

Containing 93.4 acres, more or less.

Meaning and intending to describe the premises conveyed by deed of Bernard J. and Annelou Weiss to the Town of Deerfield, dated December 14, 1998, and recorded in the Rockingham County Registry of Deeds on December 22, 1998, at Book 3352, Page 2796.

## **Wells Town Forest**

A certain parcel of land located in the town of Deerfield, County of Rockingham, State of New Hampshire, northerly of Mount Delight Road, as shown on a plan entitled "Plan of Wells Lot, Deerfield Town Forest, Deerfield, N.H.", dated September 1984, prepared by David W. Sidmore, recorded at the Rockingham County Registry of Deeds as Plan C-15346, and more particularly bounded and described as follows:

Beginning at southwest corner of the property described herein at a drill hole in a stone wall, at land now or formerly of Simpson;

Thence N 14° 30' W 223.1 feet to a corner of stonewalls;

Thence N 48° 15' E 316.7 feet along a stone wall to a drill hole at the end of the wall;

Thence N 49° 45' E 1,229.9 feet to a drill hole at the beginning of a stone wall and land now or formerly of Bosiak;

Thence N 49° 30' E 742.5 feet along said wall and land now or formerly of Bosiak to a point;

Thence N 50° 15' E 483.9 feet along land now or formerly of Bosiak to a drill hole at the end of said wall;

Thence S 30° 15' E 317.6 feet along land now or formerly of Bosiak to an iron rod;

Thence N 48° 30' E 1,297.5 feet to a stone bound at land now or formerly of Corey;

Thence S 56° E 596.5 feet along land now or formerly of Corey to an iron rod;

Thence S 49° 30' W 841.8 feet along land now or formerly of Corey to an iron rod at land of Bortone;

Thence S 50° W 257.5 feet along land now or formerly of Bortone to an iron rod;

Thence S 59° 30' E 154.8 feet along land now or formerly of Bortone to an iron rod;

Thence S 49° 15' W 927.2 feet along land now or formerly of Bortone to a drill hole at beginning of a stone wall;

Thence S 49° W 1,758.9 feet along said wall and along land now or formerly of Bortone to a corner of walls;

Thence S 04° E 261.9 feet along said wall and land now or formerly of Bortone to an iron rod and the beginning of a wire fence at land now or formerly of Johnson;

Thence N 60° 45' W 1,103.9 feet along land now or formerly of Johnson and now or formerly of Simpson to the drill hole, being the point of beginning.

Containing 82.80 acres, more or less.

Meaning and intending to describe the same premises conveyed by Collector's Deed to the Town of Deerfield, dated November 1, 1977, and recorded in the Rockingham County Registry of Deeds on December 20, 1977, at Book 2301, Page 011.