

Docket Number: 201700024290  
Recorded in Merrimack County, NH  
Kathi L. Guay, CPO, Register  
BK: 3581 PG: 2022. 12/27/2017 3:40 PM  
RECORDING \$106.00  
SURCHARGE \$2.00

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

MERRIMACK COUNTY RECORDS

*Kathi L. Guay*, CPO, Register

THIS IS A TRANSFER TO AN  
INSTRUMENTALITY OF THE  
STATE AND IS EXEMPT FROM  
THE NEW HAMPSHIRE REAL  
PROPERTY TRANSFER TAX PURSUANT  
TO RSA 78-B:2, I. THIS TRANSFER IS  
ALSO EXEMPT FROM THE LCHIP  
SURCHARGE PURSUANT TO  
RSA 478:17-g, II(a).

107.82  
2 - Ransmeier + Spellman

**CONSERVATION EASEMENT DEED  
AND DEED RESTRICTION**

CARL WALLMAN, as Trustee of the Carl Wallman Revocable Trust, with a mailing address of 320 Clough Road, Town of Pittsfield, County of Merrimack, State of New Hampshire (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, 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, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter referred to as the "Grantee", which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the CONSERVATION EASEMENT (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land with any and all buildings, structures and improvements thereon, consisting of approximately 175.77 acres situated on Clough Road in the Town of Pittsfield, County of Merrimack, State of New Hampshire, as shown on the plan entitled "Boundary Plan & Conservation Easement Plan, Land of Carl Wallman Revocable Trust, Clough Road, Pittsfield, N.H.", dated June 8, 2017, prepared by Berry Surveying & Engineering, recorded of near or even date herewith in the Merrimack County Registry of Deeds (herein referred to as the "Plan"), being a portion of the real property shown on the Town of Pittsfield,

New Hampshire, Tax Maps as Map-Lot R8-15, R10-8-4, R10-8-5, R10-8-6, and R10-8-8, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof (herein referred to as the "Property"), and

a Third Party Right of Enforcement therein to the STATE OF NEW HAMPSHIRE acting through its DEPARTMENT OF ENVIRONMENTAL SERVICES (herein referred to as "NHDES"), an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302, (the "Third Party Holder", which, unless the context clearly indicates otherwise, includes NHDES's successors and assigns). The parties recognize that the Easement was acquired, in part, with funding received from the NHDES Aquatic Resources Mitigation Fund. This award placed certain continuing obligations on the Grantor and Grantee in a Grant Agreement of near or even date.

The Grantor also grants in perpetuity to the Grantee the DEED RESTRICTION (hereinafter referred to as the "Deed Restriction") hereinafter described in Section 4 below, for the benefit and in aid of the Easement granted hereby and running therewith, with respect to the certain parcel of land (herein referred to as the "Exclusion Area"), with any and all buildings, structures, and improvements thereon, consisting of approximately 22.00 acres, being the entirety of Tax Map-Lot R10-8-7 and a portion of Tax Map-Lots R10-8-6 and R10-8-8, situated off Clough Road in the Town of Pittsfield, County of Merrimack, State of New Hampshire, as shown on the Plan, and more particularly bounded and described in Appendix "B" attached hereto and made a part hereof.

Subject to existing access rights of way benefitting Lots R-10-8-9 and R-10-8-10 shown on the Pittsfield Tax Assessor's Map, over Tract 2 as described in Appendix A, being a certain tract or parcel of land identified as Lot #4 on a plan entitled "Subdivision of Land, Graylag Property, Lots 1 through 10," dated November 23, 1987, and recorded in the Merrimack County Registry of Deeds on May 25, 1988 as Plan #10356.

1. PURPOSES

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

- A. The protection of significant natural habitat identified in the 2015 New Hampshire Wildlife Action Plan, including wildlife habitat ranked as "highest in the state", "highest in the biological region", and "supporting landscape";
- B. The protection of the natural habitat or ecosystems found on the Property;
- C. The enhancement and enlargement of 1,195 acres of protected land that is adjacent to or near by the Property, said other land including the TL Storer Boy Scout Reservation easement, Pittsfield Aqueduct Company lands, Blue Hills Foundation lands, the Goodrich easement, the Cilley Meadows conservation area, and other Town of Pittsfield lands;
- D. The protection of land within a large 3,700-acre contiguous block of unfragmented lands;
- E. The conservation and protection of open spaces, particularly the conservation of the productive forestland of which the Property consists and of the wildlife habitat thereon, and

the protection of 1,100 feet of undeveloped water frontage along Wild Goose Pond, to which the Property provides access and upon which it fronts, and the long-term protection of the Property's capacity to produce economically valuable forestry products;

- F. The scenic enjoyment of the general public, including 711 feet of undeveloped road frontage on Clough Road;
- G. The preservation of the quality and availability of groundwater and surface water resources on and under the Property;
- H. The preservation of biological diversity, native flora and fauna, and the environments, natural habitats, and ecological processes which support them, as those values exist on the date of this instrument, and as they may evolve in the future;
- I. The prevention of any use or activity on the Property which would be detrimental to drainage, flood control, water conservation, water quality, and erosion control, or that would or has the potential to impair or interfere with the unique and significant qualities of public benefit and the conservation and preservation values of the Property; and
- J. The preservation of the Property for low-impact outdoor educational or recreational uses that help connect people with nature.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated 2010 Master Plan of the Town of Pittsfield, which states among its recommendations, to preserve open space, including forests abandoned fields, and areas of special ecological interest through measures of land purchase, conservation easements, deed restrictions, mutual covenants and land gifts (#10);

and 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.

These 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 prime agricultural soils and forestland;
- The protection of surface waters, groundwater and wetlands; and
- The protection of habitat for native plant and animal species.

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h). These Purposes and the significant conservation values they serve are set forth in detail in a Baseline Documentation Report on file with the Grantee and in the report entitled "Wild Goose Pond and its Watershed", prepared by Ibis Wildlife Consulting and Sperduto Ecological Services (a copy of which was also included in the Baseline Documentation Report).

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

2. USE LIMITATIONS (Subject to the Reserved Rights specified in Section 3, below.)

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except forestry (including timber harvesting) and outdoor education and recreation as described below, and provided that the capacity of the Property to produce forest products shall not be degraded by on-site activities. No management activity shall be undertaken in a manner that is detrimental to the Purposes of this Easement.

i. For the purposes hereof, "Wildlife Habitat Management" shall include, but not be limited to, the alteration of vegetation and soil and the placement of structures to provide habitat for a wide range of wildlife species; the construction or modification of roads or other access ways for the purpose of performing such activities; and the use of forest equipment for the purpose of performing such activities, all as not to be detrimental to the Purposes of this Easement.

ii. For the purposes hereof, "Forest Management" or "Forestry" shall include, but shall not be limited to, the growing, cutting, and sale of forest trees of any size capable of producing timber or other forest products; those forest practices employed primarily to enhance the forest, including the protection of wildlife habitat; and the construction of access ways for the purposes of removing forest products from the Property.

iii. For the purposes hereof, "Outdoor Educational and Recreational Use" activities shall include low-impact activities including, but not be limited to, education, hunting, fishing, hiking, cross country skiing, and nature observation, in accordance with current laws and regulations.

iv. For the purposes hereof, "Riparian Buffers" shall be defined as those areas within 100 feet of streams and Significant Wetlands, as defined below. The Riparian Buffer shall be measured from the stream edge at the normal high water mark. In cases where the top of the embankment is less than 50 feet from the stream edge, the riparian buffer shall be measured from the top of embankment. In cases where wetlands surround the stream edge, the riparian buffer shall be measured from the boundary of the upland edge of the wetland area.

v. For the purposes hereof, "Significant Wetlands" shall be defined as those areas which, by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature have special value in a particular locale. This value is reflected in a high degree of functioning relative to its ecological integrity, wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or sediment and toxicant attenuation, and special social values such as education, scenic quality, and recreation. Significant Wetlands are typically identified and evaluated by wetland scientists, wildlife biologists, or Natural Heritage ecologists through fieldwork and/or high resolution aerial photograph interpretation. Significant Wetlands may include, but are not necessarily limited to:

a. Wetland communities or systems that are classified as exemplary due to

their high quality as determined by their size, condition, and landscape context (that is, the condition of the surrounding landscape).

b. Wetland communities or systems that are classified as exemplary (S1 and S2) due to their rarity in the State of New Hampshire by the NH Natural Heritage Bureau (NHB). Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in light of their size, condition, and landscape context.

c. New Hampshire Wildlife Action Plan Tier 1 and Tier 2 wetlands.

d. Wetlands providing habitat for Endangered Species, Threatened Species, and Species of Special Concern.

Examples of significant wetland types in New Hampshire include, but are not limited to cedar swamps, black gum swamps, exemplary natural communities tracked in the Natural Heritage Bureau (NHB) database, any wetland community type ranked by the NHB as critically imperiled/or imperiled, bogs, fens (peat lands), and floodplain forests.

vi. Management activities on the Property, including those for Forestry and Outdoor Educational and Recreational Use, shall be performed in accordance with a written management plan ("Stewardship Plan") approved by the Grantee and NHDES. The Plan shall be prepared by a forester licensed by the State of New Hampshire, a certified wildlife biologist, or by another similarly qualified person, said person approved in advance and in writing by the Grantee, in accordance the long-term protection of those Purposes and values for which this Easement is granted, as described in Section 1 above, and with the following goals:

- Maintenance of soil productivity;
- Protection of water quality, wetlands and riparian areas;
- Maintenance or enhancement of wildlife habitat;
- Maintenance or enhancement of the overall quality of forest products;
- Conservation of native plant and animal species, and natural communities;
- Maintenance of habitat connectivity;
- Protection of unique or fragile natural areas;
- Protection of unique historic or cultural features; and
- Maintenance or enhancement of scenic quality.

vii. The Stewardship Plan shall include:

- A statement of landowner management objectives consistent with the Purposes and values for which this Easement is granted and the goals specified in Section 2.A.vi above;
- Property specific management goals and objectives;
- A boundary map with access roads and natural cover types;
- A description of the natural features of the Property, including land cover, topography, soils, geology, wetlands, streams, and ponds, and wildlife habitat features;
- Identification of plant and wildlife species and natural communities of conservation concern, and how management shall enhance, or avoid detrimental impacts to, said plants, wildlife, and natural communities;
- Recommended management activities; and a
- Recommended schedule for implementation of management practices, including a schedule for boundary, road, and trail maintenance.



viii. For the purposes hereof, Forestry within the Riparian Buffer as defined in Section 2.A.iv shall adhere to the following restrictions:

- a. There shall be no application of herbicides or pesticides within the Riparian Buffer as defined above.
- b. There shall be no forestry activities, soil disturbance, or tree cutting and removal within the first twenty-five (25) feet of the Riparian Buffer, except as necessary to conduct Wildlife Habitat Management or Recreational Use activities identified in the Stewardship Plan (i.e., wildlife habitat improvement, construction of wildlife viewing platforms and the view from said platforms, pedestrian trails, or to meet other specific natural resource or ecological goals).
- c. Forestry activities, including tree cutting and removal, within the remainder of the Riparian Buffer shall be limited to tree harvest methods that include single tree or small group selection cuts that leave a well-distributed, uneven-aged stand of trees, or other methods identified in the Stewardship Plan and approved by the Grantee, and the Third Party Holder.
- d. No skid trails, log landings, or access roads may be constructed, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.
- e. Wildlife management activities included in the Stewardship Plan described in 2.A.vi above, shall be exempt for paragraphs 2.A.viii a & b above.

ix. For the purposes hereof, Forestry within Significant Wetlands as defined in Section 2.A.v shall adhere to the following restrictions:

- a. No soil disturbance, tree cutting or removal shall occur, and no herbicides or pesticides shall be used.
- b. No skid trails, log landings, or access roads shall be constructed, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.

x. Temporary structures intended for commercial or public use may be constructed and maintained for outdoor educational or recreational activities within and across the Property, provided said structures are consistent with and not detrimental to the Purposes of this Easement and are constructed and maintained in accordance with the Stewardship Plan. Temporary structures shall be subject to all applicable local, state and federal laws and regulations, and, to the extent reasonably practicable, in accordance with the then current, generally accepted best management practices for the sites, soils and terrain of the Property.

xi. Trails intended for commercial or public use may be cleared, constructed, and maintained for walking, cross country skiing and other limited low impact, transitory outdoor

educational or recreational activities within and across the Property, provided said trails are consistent with and not detrimental to 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 in accordance with the Stewardship Plan. Trail making and management activities shall be carried out in accordance with all applicable local, state and federal laws and regulations, and, to the extent reasonably practicable, in accordance with the then current, generally accepted best management practices for the sites, soils and terrain of the Property.

xii. The Stewardship Plan shall have been prepared not more than ten (10) years prior to the date that any related management activity, including forestry, is expected to commence or shall have been reviewed and updated as required at least thirty (30) days prior to said date.

xiii. At least thirty (30) days prior to the commencement of timber harvesting activities, the Grantor shall submit a written certification to the Grantee and Third Party Holder, signed by a licensed professional forester or other qualified person, said other person to be approved in advance and in writing by the Grantee, that such a Stewardship Plan has been prepared in compliance with the terms of this Easement. The Grantee may request the Grantor to submit the Stewardship Plan itself to the Grantee for the Grantee's approval within ten (10) days of such request, but acknowledges that the Stewardship 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.

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

xv. Forestry shall be carried out in accordance with all applicable local, state and federal laws and regulations, and, to the extent reasonably practicable, in accordance with the then current, generally accepted best management practices for the sites, soils and terrain of the Property (for references, see *Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire* (J.B. Cullen, 1996), *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (New Hampshire Forest Sustainability and Standards Work Team, 1997) or similar successor publications).

B. The Property shall not be subdivided and none of the individual tracts that together comprise the Property shall be conveyed separately from one another, except as provided for in Section 3.G. below. The Grantor further covenants and agrees not to undertake any action that would have the effect of subdividing or conveying any part of the Property.

C. No structure or improvement, 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. However, ancillary structures and improvements, including, but not limited to, roads installed

using pervious construction methods (i.e., gravel, etc.), dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of the forestry, conservation, habitat management, or outdoor educational and recreational uses of the Property and, consistent with the Stewardship Plan required in Section 2.A.vi, above, and provided that they are not detrimental to the Purposes of this Easement. The construction of ancillary structures and improvements, such as roads, shall be minimized to ensure habitat connectivity. No ancillary structure or improvement not detailed in the Stewardship Plan may be constructed, placed or introduced onto the Property without the prior review by and written approval of the Grantee.

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

i. Are commonly necessary in the accomplishment of the forestry, conservation, habitat management, or outdoor educational and recreational uses of the Property, and for forestry uses, consistent with the Stewardship Plan required in Section 2.A.vi, above;

ii. Do not harm state or federally recognized rare, threatened or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Are not detrimental to the Purposes of this Easement.

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

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the forestry, conservation, or outdoor educational and recreational uses of the Property, and except as desirable or necessary in the accomplishment of the commercial uses of the Excluded Area, pursuant to Section 3.F, and provided such signs are not detrimental to the Purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, water, or other similar materials from the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A, C, D, or E, above.

G. There shall be no dumping, injection, burning, or burial of manmade materials or materials then known to be environmentally hazardous.

H. 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, developed or maintained into, on, over, under, or across the Property without the prior written approval of the Grantee and Third Party Holder.



### 3. RESERVED RIGHTS

A. The Grantor reserves the right to conduct non-commercial management activities on the Property, including Forestry, for the Grantor's use, for the improvement of the forest or wildlife habitat resources of the Property, or for Outdoor Educational and Recreation, without prior notice to or the written approval of the Grantee. Such activities shall be consistent with the Stewardship Plan required by Section 2.A.vi, above, and shall not be detrimental to the Purposes of this Easement.

B. The Grantor reserves the right to post against hunting, fishing, or any public access or not to post as the Grantor may desire from time to time.

C. The Grantor reserves the right to post against the use of motorized recreational vehicles of any or all kinds or allow their use, as Grantor may desire from time to time, so long as any permitted use of such vehicles is consistent with the Stewardship Plan required by Section 2.A.vi, above and is not detrimental to the Purposes of this Easement.

D. Subject to written approval from the Grantee and in accordance with a written plan approved by the NHDES, the Grantor reserves the right to construct, re-construct, and maintain structures or make other improvements intended to restore wetland functions and values and/or to make wildlife habitat improvements so as to provide enhancement of functions within degraded wetland or riparian systems on the Property, provided that their construction and required maintenance are not detrimental to the Purposes of this Easement. Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. The Grantor reserves the right to have professionally-conducted archaeological activities conducted on the Property, including without limitation, survey, excavation and artifact removal, following submission of an archaeological field investigation plan to, and its approval in writing by, the State Archaeologist of the New Hampshire Division of Historic Resources (or appropriate successor official), with written notice to the Grantee. Any such archaeological investigations shall be conducted by qualified individuals who meet the Secretary of Interior's Professional Qualification Standards for Archaeology, or subsequent standards. Any area disturbed by any such activities shall be restored to substantially its prior condition within nine (9) months after such activities cease. Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

F. Outdoor advertising structures such as signs and billboards shall be permitted on the Property only as desirable or necessary in the accomplishment of the commercial uses of the Excluded Area, provided such signs are not detrimental to the Purposes of this Easement.

G. The Grantor reserves the right to convey the portion of the Property identified on the Plan as Map-Lot R8-15 separately from the rest of the Property to a direct abutter of said parcel, said parcel to continue to be subject to all of the terms and provisions of this Easement.

H. The Grantor reserves the right to maintain, repair, and replace, within the confines of its

present layout, the gravel driveway, shown on the Plan as the "Existing Driveway", which connects the Exclusion Area with Clough Road.

- I. These provisions may be exceptions to the use limitations set forth in Section(s) 2 above.
- J. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights in Section 3.D, 3.E, 3.F, and 3.G, above.

4. **DEED RESTRICTION CONVEYED ON EXCLUSION AREA**

For the benefit and in aid of the Easement granted hereby and running therewith, the Grantor hereby also grants to the Grantee the right to enforce the following Restriction with respect to the Exclusion Area:

With the exception of the area shown on the Pittsfield Tax Assessor's Map and the Plan as Map R-10, Lot 8-7, the Exclusion Area shall not be further subdivided, or subdivided from the Property.

This Section does not restrict the area shown on the Pittsfield Tax Assessor's Map and the Plan as Map R-10, Lot 8-7.

5. **NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE**

- A. The Grantor agrees to notify the Grantee in writing no later than ten (10) days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

6. **BENEFITS, BURDENS AND ACCESS**

- A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- B. The Grantee shall have 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.
- C. 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.

## 7. ALTERNATE DISPUTE RESOLUTION

A. The Grantor and the Grantee desire that issues arising from time to time concerning prospective uses or activities in light of the conservation purposes of this Easement will first be addressed through candid and open communication between the parties rather than formal or adversarial action. Therefore, the Grantor and the Grantee agree that if a party becomes concerned about the consistency of any proposed use or activity with the purposes of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution.

B. If informal dialog does not resolve the issue, and the Grantor agrees not to proceed with the proposed use or activity pending resolution of the on-going dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall agree on a single impartial mediator who shall be an attorney licensed to practice law in the State of New Hampshire or an experienced land use or land conservation professional, both of whom must have experience with conservation easements and training in mediation. Each party shall pay its own attorneys' fees, and the costs of mediation shall be split equally between the parties.

C. If the dispute has not been resolved by mediation within seventy (70) 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 be an attorney licensed to practice law in the State of New Hampshire with experience in conservation easements and applicable training and experience as an arbitrator. Judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction. The arbitrator shall be bound by and follow the substantive law of the State of New Hampshire and the applicable provisions of the US Internal Revenue Code. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing.

D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.

E. Notwithstanding the availability of mediation and arbitration to address disputes concerning the consistency of any proposed use or activity with the purposes of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing

irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section 7.

F. These provisions shall not apply to the Third Party Holder other than in the manner specified in Section 16.

## 8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

A. If the Grantee determines that a breach of this Easement has occurred or is threatened, whether by a third party or the Grantor, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure said breach, and, where the breach involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Grantee. Such notice shall be delivered in hand or by certified mail, return receipt requested.

B. If the Grantor fails, within sixty (60) days after receipt of such notice or after otherwise learning of such breach or conduct, to undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage to the Property caused thereby, or fails to continue diligently to cure such breach until finally cured, the Grantee shall undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

C. The Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic or environmental values. Without limiting the Grantor’s liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this Section 8 without prior notice to the Grantor or without waiting for the period provided for cure to expire.

E. The Grantee’s rights under this Section 8 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 8.B, 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 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. All reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by the Grantor's breach of this Easement, shall be borne by the Grantor, provided that the Grantor is directly or primarily responsible for the breach; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs.

G. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches, estoppel or prescription.

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

I. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section 8, against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

## 9. 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 of the activities listed in Section 2 are deemed desirable by the Grantor and the Grantee, the Grantee may, after providing Third Party Holder 30 days advance notice, 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, in its sole discretion, that such activities (i) do not violate the Purposes of this Easement and (ii) either enhance or do not impair any significant conservation interests associated with the Property.

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 residential, commercial or industrial structures, or any commercial or industrial activities, not provided for above.



10. NOTICES

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

11. SEVERABILITY

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

12. 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 Pittsfield, the State of New Hampshire or any other governmental unit, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback, or other dimensional standard applicable to such land.

13. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of condemnation or exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking or lawful sale with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Grantor, the Grantee, and the Third Party Holder 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 and the Third Party Holder'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. For this purpose, the parties agree that the proportion of the balance of land damages recovered that are attributed to the Easement will be distributed as follows: the Grantor's interest shall be zero percent (0%), the Grantee's interest shall be seventy-eight and 8 one hundredths percent (78.08%), and the Third Party Holder's interest shall be twenty-one and ninety-two one hundredths percent (21.92%). The value of the Property was determined by an appraisal dated October 27, 2017 prepared by a qualified appraiser, Arol J. Charbonneau, Jr., NHCg-203, of Crafts Appraisal Associates, Ltd., and a copy of the appraisal is on file with the Grantee. Any increase in value attributable to improvements made after the date of the Conservation Easement shall accrue to the party who made the improvements.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

#### 14. 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 6.A, above, accepts and records the additional easement.

#### 15. 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 interest acquired is being protected and maintained according to the terms of the Easement;
- B. Provide annual contact with Property owners to inform them of their obligations under the terms of this Easement;
- C. Prepare an annual monitoring report which shall contain the following:
  - i. Description of the inspection conducted;
  - ii. Description of any physical changes to the Property;
  - iii. Description of any contacts made with Property owners, including their current name and address information;
  - iv. Description of any conditions or activities on the Property, including those which violate or may violate the intent of this Easement;
  - v. Explanation of the current status of any previously identified violations and any remedial steps taken; and
  - vi. Any steps to be taken by Property owners to bring the Property into compliance with the terms of the Easement (if necessary).
- D. Grantee shall provide to the Third Party Holder a copy of each annual monitoring report prepared pursuant to Paragraph 15.C. within thirty (30) days of its preparation.
- E. Upon sale of the Property, the Grantee shall contact the new owner and inform them of the provisions of this Easement.

16. THIRD PARTY RIGHT OF ENFORCEMENT

A. If the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder.

B. In the event of a dispute concerning the provisions of this Easement between the N.H. Department of Environmental Services and either the Grantor, Grantee, or both, the parties desire and agree that such dispute will first be addressed through candid and open communication as set forth in Section 7.A hereof. The N.H. Department of Environmental Services may, but shall have no obligation to, participate in mediation if requested by any party pursuant to Section 7.B hereof. The N.H. Department of Environmental Services shall not be subject to binding arbitration under Section 7.C hereof, but may, in the exercise of its rights of enforcement, bring an action at law or in equity as set forth in Section 7.D or E hereof.

C. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Easement Holder's or Third Party Holder's assignee or transferee as specified in Section 6.A above. Any such assignee or transferee shall have like power of assignment or transfer.

Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

Trustee's Certificate

I, Carl Wallman, as Trustee of the Carl Wallman Revocable Trust, a New Hampshire trust created u/d/t dated August 19, 1998, hereby certify that I have full and absolute power in said Declarations of Trust to convey any interest in real estate and improvements thereon held in such Trusts and no purchaser or third party shall be bound to inquire whether the Trustees have such power or are properly exercising said power or to see to the application of any Trust asset paid to the Trustees for a conveyance thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 27<sup>th</sup> day of December, 2017.

Carl Wallman  
Carl Wallman, Trustee, Carl Wallman Revocable Trust

STATE OF NEW HAMPSHIRE  
COUNTY OF Merriam, SS

On this 27<sup>th</sup> day of December, 2017, before me the undersigned officer, personally appeared Carl Wallman, who acknowledged the foregoing to be his voluntary act and deed for the purposes therein contained.

Before me, [Signature]  
Justice of the Peace/Notary Public

My commission expires:

LORI CHATEAUNEUF  
Notary Public-New Hampshire  
My Commission Expires  
October 16, 2018



ACCEPTED: BEAR-PAW REGIONAL GREENWAYS

By: *Al Jaeger*  
Title: *Chair Bd. of Directors Bear-Paw Regional Greenways*  
Duly Authorized  
Date: *Dec 6 2017*

By: *Mark West*  
Title: *Board Member Bear Paw Regional Greenways*  
Duly Authorized  
Date: *Dec 6, 2017*

STATE OF NEW HAMPSHIRE  
COUNTY OF *Rockingham*, SS

On this *6<sup>th</sup>* day of *December*, 2017, before me the undersigned officer, personally appeared *Al Jaeger* and *Mark West* 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, *KJB*  
Justice of the Peace/Notary Public  
My commission expires: *6/10/2020*

**KEVIN J. BARRY**  
Justice of the Peace - New Hampshire  
My Commission Expires June 10, 2020





ACCEPTED BY THIRD PARTY HOLDER:  
The New Hampshire Department of Environmental Services

By:   
Robert R. Scott


Date: 11/30/17

Robert R. Scott  
NHDES Commissioner

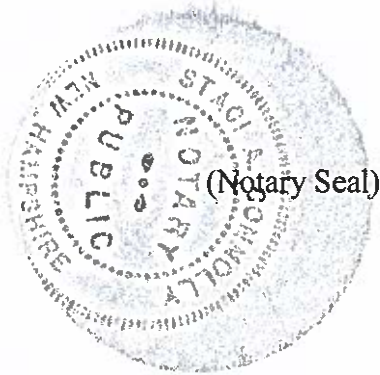
Duly Authorized Robert Scott of The New Hampshire Department  
of Environmental Services, on its behalf.

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 30 day of November,  
2017 by Staci Connolly.

  
Notary Public/Justice of the Peace

Staci Connolly  
Print name  
My commission expires: May 4, 2021



## Appendix A

The Property includes those certain parcels of land, being unimproved, consisting of approximately 175.77 acres situated on Clough Road in the Town of Pittsfield, County of Merrimack, State of New Hampshire, as shown on the Town of Pittsfield, New Hampshire, Tax Maps as Map-Lot R8-15, R10-8-4 and a portion of R10-8-5, R10-8-6, R10-8-8 and the plan entitled "Boundary Plan & Conservation Easement Plan, Land of Carl Wallman Revocable Trust, Clough Road, Pittsfield, N.H.", dated June 8, 2017, prepared by Berry Surveying & Engineering (herein referred to as the "Plan"), and more particularly bounded and described as follows:

### Tract 1 (Town of Pittsfield Tax Map R10-8-4 and a portion of R10-8-5, R10-8-6, R10-8-8)

Beginning at the most Southerly corner of the herein described premises at a rebar on the Northeasterly sideline of Clough Road at land now or formerly of Alvaro and Susan Garcia;

Thence running along the Northeasterly sideline of the said Clough Road N38°34'11"W for a distance of nineteen and seventy-six hundredths (19.76') feet to a point;

Thence running along the Northeasterly sideline of the said Clough Road N24°07'11"W for a distance of one hundred eighty-two and ninety-one hundredths (182.91') feet to a point;

Thence running along the Northeasterly sideline of the said Clough Road N18°51'06"W for a distance of one hundred forty and sixty-nine hundredths (140.69') feet to a point;

Thence running along the Northeasterly sideline of the said Clough Road N09°37'46"W for a distance of one hundred fifteen and three hundredths (115.03') feet to a granite bound at land now or formerly of the Carl Wallman Revocable Trust;

Thence turning and running along land of said Wallman Trust N86°31'35"E for a distance of eight hundred one and seventeen hundredths (801.17') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence turning and running along land of said Wallman Trust N19°50'07"W for a distance of two hundred fifty-eight and twenty-eight hundredths (258.28') feet to a ¾" rebar with surveyor's ID cap to be set on the Easterly sideline of an access driveway;

Thence turning and running along land of said Wallman Trust and the said driveway on a curve to the right with an arc length of one hundred eighteen and forty-one hundredths (118.41') feet, with a radius of one hundred thirty-five and no hundredths (135.00') feet to a point;

Thence running along land of said Wallman Trust and the said driveway N67°45'31"W for a distance of forty-five and fifty hundredths (45.50') feet to a point;

Thence running along land of said Wallman Trust and the said driveway on a curve to the left with an arc length of twenty-two and fourteen hundredths (22.14') feet, with a radius of one hundred and no hundredths (100.00') feet to a point;

Thence running along land of said Wallman Trust and the said driveway N80°26'31"W for a distance of two hundred thirty-one and seventy-four hundredths (231.74') feet to a point;

Thence running along land of said Wallman Trust and the said driveway on a curve to the left with an arc length of sixteen and twenty-five hundredths (16.25') feet, with a radius of thirty-five and no hundredths (35.00');

Thence running along land of said Wallman Trust and the said driveway S72°57'19"W for a distance of three hundred twenty-one and sixty-one hundredths (321.61') feet to a granite bound at the Northeasterly sideline of Clough Road;

Thence running along the Northeasterly sideline of the said Clough Road N01°32'01"W for a distance of twenty-five and ninety-four hundredths (25.94') feet to a point;

Thence running along the Northeasterly sideline of the said Clough Road N01°32'01"W for a distance of fifteen and twenty hundredths (15.20') feet to a point;

Thence running along the Northeasterly sideline of the said Clough Road and generally along a stonewall N26°13'36"W for a distance of two hundred nine and forty-nine hundredths (209.49') feet to a ¾" rebar with surveyor's ID cap to be set at land now or formerly of Denis Beaudoin;

Thence turning and running by land of the said Beaudoin N57°57'16"E for a distance of hundredths (2.59') feet to an iron pipe found;

Thence continuing along land of the said Beaudoin N57°57'16"E for a distance of one thousand three hundred seventy-eight and sixty-six hundredths (1378.66') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence turning and running along land of the said Beaudoin and land now or formerly of Mary and Ann Crowley N34°02'26"W for a distance of one thousand three hundred ninety-three and twenty-four hundredths (1393.24') feet to a ¾" rebar with surveyor's ID cap to be set at land now or formerly of the Edwin P. Kibbe Revocable Trust;

Thence turning and running along land of the said Kibbe Trust N24°38'14"E for a distance of six hundred seventy-two and seventy-five hundredths (672.75') feet to a ¾" rebar with surveyor's ID cap at land now or formerly of the Carl Wallman Revocable Trust;

Thence turning and running along land of the said Wallman Trust S53°55'18"E for a distance of fifty-four and ninety-one hundredths (54.91') feet to a 20" snag with barbed wire; Thence running along land of the said Wallman Trust S51°29'05"E for a distance of one hundred forty-three and thirty-seven hundredths (143.37') feet to a rebar found at land now or formerly of the Boston Council BSA;

Thence running along land now or formerly of the Boston Council BSA S54°39'12"E for a distance of one hundred seventy and twenty hundredths (170.20') feet to a 4" snag with barbed wire;

Thence running along land now or formerly of the said Boston Council BSA S50°28'05"E for a distance of one hundred sixteen and twenty-eight hundredths (116.28') feet to a 12" hemlock with blaze;

Thence running along land now or formerly of the said Boston Council S57°05'23"E for a distance of seventy-one and nine hundredths (71.09') feet to a point;

Thence running along land now or formerly of the said Boston Council S54°25'17"E for a distance of three hundred forty-three and ninety-eight hundredths (343.98') feet to a triple hemlock with blaze;

Thence running along land now or formerly of the said Boston Council S52°09'50"E for a distance of one hundred sixty-five and twenty-four hundredths (165.24') feet to a point;

Thence running along land now or formerly of the said Boston Council S53°35'04"E for a distance of one hundred eighty-nine and forty-four hundredths (189.44') feet to a point;

Thence running along land now or formerly of the said Boston Council S54°01'51"E for a distance of four hundred ninety-eight and thirty-five hundredths (498.35') feet to a point;

Thence running along land now or formerly of the said Boston Council S54°23'00"E for a distance of hundredths (517.41') feet to a ¾" rebar with surveyor's ID cap to be set on the shoreline of Wild Goose Pond Road;

Thence running along the shoreline of Wild Goose Pond Road S 34°59'34"E to a ¾"

rebar with surveyor's ID cap to be set four hundred sixty-four and forty-eight hundredths (464.48') feet along a tie line;

Thence running S64°44'21"W for a distance of four hundred forty-two and thirty-seven hundredths (442.37') feet to a ¾" rebar with surveyor's ID cap to be set on the Westerly side of an access driveway;

Thence running generally along the said driveway S88°19'23"W for a distance of two hundred eight and eighty-nine hundredths (208.89') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence continuing along the said driveway on a curve to the right with an arc length of sixty-five and fifty-four hundredths (65.54') feet with a radius of two hundred twenty-five and no hundredths (225.00') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence continuing along the said driveway on a curve to the left with an arc length of fifty-eight and forty-seven hundredths (58.47') feet with a radius of two hundred twenty-five and no hundredths (225.00') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence running generally along the said driveway N56°44'33"E for a distance of eighty-four and fourteen hundredths (84.15') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence running generally along the said driveway S56°44'25"W for a distance of five hundred thirty-four and forty-seven hundredths (534.47') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence running generally along the said driveway S56°44'33"W for a distance of thirty-nine and twenty-five hundredths (39.25') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence running generally along the said driveway on a curve to the right with an arc length of twenty and eighty-six hundredths (20.86') feet with a radius of one hundred and no hundredths (100.00') feet to a ¾" rebar with surveyor's ID cap to be set

Thence turning and running S15°20'38"E for a distance of three hundred eighty-five and sixty hundredths (385.60') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence turning and running N81°34'13"E for a distance of three hundred ninety-five and thirty hundredths (395.30') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence running N77°47'14"E for a distance of one thousand one hundred twenty-seven and nine hundredths (1,127.09') feet to a ¾" rebar with surveyor's ID cap to be set;

Thence turning and running N15°20'32"E for a distance of three hundred seventy-seven and thirteen hundredths (377.13') feet to a ¾" rebar with surveyor's ID cap to be set on the shoreline of Wild Goose Pond;

Thence turning and running along the shoreline of Wild Goose Pond to a ¾" rebar with surveyor's ID cap to be set at land of said Garcia S42°26'30"E a distance of three hundred seventy-seven and thirteen hundredths (729.37') feet along a tie line;

Thence turning and running along land of the said Garcia S77°06'38"W for a distance of two hundred twenty-eight and one hundredths (228.01') feet to a rebar found;

Thence running along land of the said Garcia S77°06'39"W for a distance of one hundred forty and nine hundredths (140.09') feet to a rebar found;

Thence running along land of the said Garcia S68°55'14"W for a distance of one hundred and thirty-three hundredths (100.33') feet to a rebar found;

Thence running along land of the said Garcia S68°47'07"W for a distance of one hundred ninety-nine and fifty-four hundredths (199.54') feet to a rebar found;

Thence running along land of the said Garcia S60°54'09"W for a distance of one thousand seven hundred fifty and twenty-four hundredths (1,750.24') feet to a rebar found;

Thence running along land of the said Garcia N88°03'51"W for a distance of one thousand two hundred thirty-one and fourteen hundredths (1,231.14') feet to the point of beginning at on the Northeasterly sideline of the said Clough Road.

Having an area of 112.66 acres (4,907,559 square feet).

Tract 2 (Town of Pittsfield Tax Map R10-8-15)

Beginning at the Southeasterly corner of the herein described premises at the Southeasterly corner of land now or formerly of Boston Council BSA and on the Northerly sideline of land now or formerly of Carl Wallman Revocable Trust;

Thence running along land of said Wallman Trust N51°29'05"W for a distance of one hundred forty-three and thirty-seven hundredths (143.37') feet to a 20" snag with barbed wire;

Thence running along land of said Wallman Trust N53°55'18"W for a distance of fifty-four and ninety-one hundredths (54.91') feet to a ¾" rebar with ID cap to be set at land now or formerly of the Edwin P. Kibbe Revocable Trust;

Thence continuing along land of the said Kibbe Trust and land now or formerly of Gerald and Tracy Sturdee and an intermittent barbed wire line N53°55'18"W for a distance of eight hundred thirty-nine and forty-eight hundredths (839.48') feet to a ¾" rebar with surveyor's ID cap to be set at land now or formerly of Donald Lilljedahl;

Thence turning and running along land of the said Lilljedahl N27°23'58"E for a distance of two hundred six and thirteen hundredths (206.13') feet to a 28" white pine tree with barbed wire;

Thence running along land of the said Lilljedahl N28°24'33"E for a distance of one hundred three and thirteen hundredths (103.13') feet to a drill hole set at the end of a stonewall;

Thence running along land of the said Lilljedahl and the said stonewall N24°52'08"E for a distance of two hundred sixty-four and twenty-eight hundredths (264.28') feet to a point;

Thence running along land of the said Lilljedahl and the said stonewall N25°05'13"E for a distance of one hundred ninety and five hundredths (190.05') feet to a gap in the stonewall;

Thence running along land of the said Lilljedahl and the said stonewall gap N18°08'59"E for a distance of thirteen and five hundredths (13.05') feet to a point;

Thence running along land of the said Lilljedahl and the said stonewall N24°56'49"E for a distance of three hundred thirteen and nineteen hundredths (313.19') feet to a drill hole set in the stonewall;

Thence running along land of the said Lilljedahl and the said stonewall N24°21'20"E for a distance of six hundred eighty-eight and sixteen hundredths (688.16') feet to a drill hole set in the stonewall;

Thence running along land of the said Lilljedahl and the said stonewall N24°07'30"E for a distance of five hundred eighty-five and ninety-one hundredths (585.91') feet to a drill hole set in the stonewall;

Thence running along land of the said Lilljedahl and the said stonewall N24°16'20"E for a distance of two hundred seventy-four and seventy-nine hundredths (274.79') feet to a point;

Thence running along land of the said Lilljedahl and the said stonewall N25°29'50"E for a distance of fifty-five and one hundredths (55.01') feet to a ¾" rebar with surveyor's ID cap to be set on the stonewall at the line separating the Town of Barnstead and the Town of Pittsfield;

Thence turning and running along the said line separating the Town of Barnstead and the



Town of Pittsfield S53°37'02"E for a distance of one thousand seventy and sixty-six hundredths (1070.66') feet to a ¾" rebar with surveyor's ID cap to be set at land now or formerly of the Town of Pittsfield;

Thence turning and running by land of said Town of Pittsfield S25°37'28"W for a distance of two hundred thirty-four and seventy-seven hundredths (234.77') feet to a drill hole set in the end of a stonewall;

Thence running by land of said Town of Pittsfield and the said stonewall S25°37'28"W for a distance of two hundred forty-eight and seventy-six hundredths (248.76') feet to a rebar found at land now or formerly of Boston Council BSA;

Thence running by land of said Boston Council BSA and the said stonewall S25°32'47"W for a distance of one thousand ninety-six and thirty-two hundredths (1096.32') feet to a drill hole found at the end of the stonewall;

Thence running by land of said Boston Council BSA and intermittent barbed wire S25°49'41"W for a distance of six hundred and seventeen hundredths (600.17') feet to a 24" beech tree with barbed wire;

Thence running by land of said Boston Council BSA and intermittent barbed wire S25°06'36"W for a distance of five hundred seven and twenty-eight hundredths (507.28') feet to the point of beginning.

Having an area of 63.11 acres (2,749,111 square feet).

Said Property containing 175.77 acres, more or less.

## Appendix B

The Exclusion Area is a certain parcel of land and the buildings thereon, consisting of approximately 22.00 acres, being the entirety of Tax Map-Lot R10-8-7 and a portion of Tax Map-Lots R10-8-5, R10-8-6 and R10-8-8, situated off Clough Road in the Town of Pittsfield, County of Merrimack, State of New Hampshire, as shown on the Plan (herein referred to as the "Plan"), and more particularly bounded and described as follows:

Beginning at a rebar set at the most Southerly corner of the herein described premises;  
Thence running N15°20'38"W for a distance of three hundred eighty-five and sixty hundredths (385.60') feet to a rebar to be set on the Westerly sideline of an access driveway;  
Thence running generally along the said driveway on a curve to the left with an arc length of twenty and eighty-six hundredths (20.86') feet with a radius of one hundred and no hundredths (100.00') feet to a point;  
Thence running generally along the said driveway N56°44'33"E for a distance of thirty-nine and twenty-five hundredths (39.25') feet to a point;  
Thence running generally along the said driveway N56°44'25"E for a distance of five hundred thirty-four and forty-seven hundredths (534.47') feet to a point;  
Thence running generally along the said driveway N56°44'33"E for a distance of eighty-four and fourteen hundredths (84.15') feet to a point;  
Thence running generally along the said driveway on a curve to the right with an arc length of fifty-eight and forty-seven hundredths (58.47') feet with a radius of two hundred twenty-five and no hundredths (225.00') feet to a point;  
Thence continuing along the said driveway on a curve to the right with an arc length of sixty-five and fifty-four hundredths (65.54') feet with a radius of two hundred twenty-five and no hundredths (225.00') feet to a point;  
Thence running generally along the said driveway N88°19'23"E for a distance of two hundred eight and eighty-nine hundredths (208.89') feet to a point;  
Thence running N64°44'21"E for a distance of four hundred forty-two and thirty-seven hundredths (442.37') feet to a ¾" rebar with surveyor's ID cap to be set at the shoreline of Wild Goose Pond Road;  
Thence running S51°53'48"E along the shoreline of Wild Goose Pond Road along a tie line to a ¾" rebar with surveyor's ID cap to be set;  
Thence running S15°20'32"W for a distance of three hundred seventy-seven and thirteen hundredths (377.13') feet to a rebar to be set;  
Thence running S77°47'14"W for a distance of one thousand one hundred twenty-seven and nine hundredths (1,127.09') feet to a ¾" rebar with surveyor's ID cap to be set;  
Thence running S81°34'13"W for a distance of three hundred ninety-five and thirty hundredths (395.30') feet to the point of beginning.

Said Exclusion Area containing 22.00 acres (958,147 square feet), more or less.