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Doc # 0012672 Sep 15, 2010 11:42 AM

Register of Deeds, Grafton County

 Re-Recorded

Doc # 0011004 Aug 16, 2010 12:29 PM

Register of Deeds, Grafton County



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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.

Notice of Withdrawal from Conservation Easement Deed

This Notice of Withdraw from Conservation Easement Deed is made this 12th day of August, 2010, by and between **Town of Hebron**, a municipal organization, situated in Grafton County, State of New Hampshire with a mailing address of P.O. Box 188, Town of Hebron, State of New Hampshire 03241, (hereinafter sometimes 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 legal representatives, successors, and assigns) and the **Society for the Protection of New Hampshire Forests**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301-5400, 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 called the "Grantee" which word shall include the Grantee's qualified successors and assigns).

WITNESSETH THAT:

WHEREAS, the Grantor is owner in fee simple of real estate located in the Town of Hebron, County of Grafton and State of New Hampshire, subject to a certain Conservation Easement Deed dated August 23, 2007, from Grantor to the Grantee, recorded in the Grafton County Registry of Deeds at Book 3441, Page 529; and

WHEREAS, Section 3.C. of the said Easement deed reserves to the Grantor the right to withdraw from the use limitations of Section 2 of said Easement Deed a single parcel of land 8 acres more or less only for the purpose of constructing and maintaining thereon outdoor municipal recreation facilities as delineated in said Section 3.C.; and

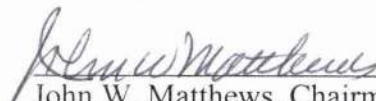
WHEREAS, the Grantor wishes to exercise the said reserved right and withdraw an area which is further described in Appendix A attached hereto and contains 10.506 acres by survey approved by the Grantor and to be recorded at said Registry; and

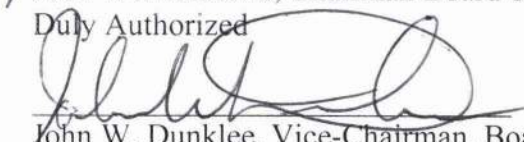
WHEREAS, The survey plan approved by the Town of Hebron Select Board showing the boundaries of the land to be withdrawn accurately depicts the land described in Appendix A attached hereto,


NOW THEREFORE, the Grantor and the Grantee each acknowledge and notice the withdrawal from the use limitations of Section 2 of the said Easement Deed of the land described in said Appendix A but subject to the terms, conditions and provisions of Section 3.C. thereof

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

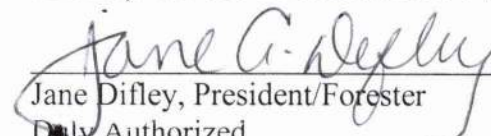
Town of Hebron


John W. Matthews, Chairman Board of Selectmen
Duly Authorized


John W. Dunklee, Vice-Chairman, Board of Selectmen
Duly Authorized


Curtis R. Mooney, Member, Board of Selectmen
Duly Authorized

Society for the Protection of New Hampshire Forests


Jane Difley, President/Forester
Duly Authorized

STATE OF NEW HAMPSHIRE
County of Grafton, SS

The foregoing instrument was acknowledged before me this 3rd day of May, 2010

John W. Matthews, 2010, by John W. Matthews.

Karen Corliss

Notary Public/Justice of the Peace

My commission expires: KAREN A. CORLISS, Notary Public
My Commission Expires April 15, 2014

STATE OF NEW HAMPSHIRE
County of Grafton, SS

The foregoing instrument was acknowledged before me this 3rd day of May, 2010

John W. Dunklee, 2010, by John W. Dunklee.

Karen A. Corliss

Notary Public/Justice of the Peace

My commission expires: KAREN A. CORLISS, Notary Public
My Commission Expires April 15, 2014

STATE OF NEW HAMPSHIRE
County of Grafton, SS

The foregoing instrument was acknowledged before me this 3rd day of May, 2010

Curtis R. Mooney, 2010, by Curtis R. Mooney.

Karen A. Corliss

Notary Public/Justice of the Peace

My commission expires: KAREN A. CORLISS, Notary Public
My Commission Expires April 15, 2014

STATE OF NEW HAMPSHIRE
County of Merrimack, SS.

The foregoing instrument was acknowledged before me this 12th day of August, 2010, by Jane A. Difley, President/Forester of the Society for the Protection of New Hampshire Forests, a New Hampshire corporation on behalf of the corporation.

Karen M. Rose
Notary Public/~~Justice of the Peace~~

My commission expires: 12-21-2010



EXAMINED, ATTEST: *Michael J. Kelly*
GRAFTON COUNTY REGISTRY OF DEEDS

APPENDIX A

That certain area of land as shown on a survey plan entitled "Area Withdrawal Plan 'Town Forest' Town of Hebron" by Alan Barnard NHLLS# 663, recorded in the Grafton County Registry of Deeds as Plan #13768, on June 17, 2010, being bounded and described as follows:

Beginning at a 10" tall iron pin w/cap located at the south end of a stonewall segment being the northeastern most corner of this described withdrawal area, and the northeast corner of the so called Fox Field; thence

N 80° 02' 52" W, 34.97 feet crossing the road to Spectacle Pond to a 9" tall capped iron pin; thence

S53° 32' 31" W, 1377.99' along a blazed tree line to an 8" tall capped iron pin; thence

S43° 13' 07" W, 210.67 feet crossing the road to Spectacle Pond to a 9" tall capped iron pin being the southwestern most corner of the withdrawal area; thence

N 86° 33' 16" E, 702.20 feet crossing a field area to a capped iron pin set flush at the western edge of a wooded area; thence

N 20° 16' 30" E 156.79 feet to a 9" tall capped iron pin; thence

S 74° 48' 39" E, 268.95 feet to a capped iron pin set flush on the northern bank of the Cockermouth River; thence

N16° 48' 04" E, 535.56 feet along a woods line to a capped iron pin set flush; thence

N 88° 16' 00" E, 13.11 feet to a 9" capped iron pin at the end of a barbed wire fence; thence

N 17° 19' 10" E, 350.30 feet to the point of beginning.

Said parcel containing 10.506 acres

EXAMINED, ATTEST: 
GRAFTON COUNTY REGISTRY OF DEEDS

GRAFTON COUNTY
REGISTRY OF DEEDS

COPY

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CONSERVATION EASEMENT DEED

TOWN OF HEBRON, a municipal corporation, situated in Grafton County, State of New Hampshire, with a mailing address of P.O. Box 188, Town of Hebron, State of New Hampshire, (hereinafter referred to as the "Grantor" which shall, unless the context clearly indicates otherwise, include the Grantor's legal representatives, successors and assigns)

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

the **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301-5400, 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 those certain tracts of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, consisting of approximately 450 acres, situated on Groton-Hebron Road in the Town of Hebron, County of Grafton, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

1. PURPOSES

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

- A. The protection and conservation of open spaces, particularly the conservation of the 450 acres of productive farm and forest land of which the Property consists and the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products;

- Y909
- B. The protection and conservation on the Property of natural habitats of plants and animal species native to New Hampshire;
 - C. The enlargement of the protected land within this vicinity as the Property abuts the Grantee's 1000 acre Cockermouth Reservation and 70 acre Flint Forest;
 - D. The protection of 5,300 feet of frontage along the Cockermouth River which flows into New found Lake for the scenic enjoyment of the general public;
 - E. The protection of the quality and availability of ground water and surface water resources on and under the Property for the benefit of nearby Newfound Lake and Spectacle Pond;
 - F. The protection of the Property for outdoor recreation by and/or the education of the general public subject to the Easement granted hereby; and
 - G. The protection of Spectacle Pond to which it provides access to and on which it fronts.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2005 Master Plan of the Town of Hebron, which states

"To preserve wetlands, streams and brooks, maintain the water quality of the Newfound Lake watershed, minimize the effect of new development on the Town's natural scenic beauty and its pastoral atmosphere, and be in harmony with zoning ordinances in other Lakes Region communities", and

"To maintain the rural quality of the Town so valued by its residents and to minimize the effect of development on the Town's natural scenic beauty and pastoral atmosphere" and

"Encourage land trusts, conservation groups, and private and municipal landowners to hold forests, shoreline, and open space for conservation and public recreational uses", and

"Create a Hebron Town Forest".

and with New Hampshire RSA Chapter 79-A which states:

"It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

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

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

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

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

- A. There shall not be conducted on the Property any industrial or commercial activities, except agriculture and forestry, including timber harvesting, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.
 - i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other accessways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the Purposes of this Easement.
 - ii. Agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Said agriculture shall be in accordance with the then-current scientifically based practices recommended by the UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Said agricultural activities shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.
 - iii. Forestry for industrial or commercial purposes shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement.
 - a. The goals are:
 - maintenance of soil productivity;
 - protection of water quality, wetlands, and riparian zones;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality;
 - protection of unique or fragile natural areas;
 - protection of unique historic and cultural features; and
 - conservation of native plant and animal species.
 - b. Such forestry shall be performed in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee. Said plan shall have been prepared not more than ten years prior to the date any

harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date.

- c. At least thirty (30) days prior to harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the plan itself to Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
 - d. The plan shall include a statement of landowner objectives, and shall specifically address:
 - the accomplishment of those Purposes for which this easement is granted; and
 - the goals in Section 2.A.iii.a above;
 - e. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
 - f. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property. For references, see "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (J.B. Cullen, 1996), and "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 1997), or similar successor publications.
- B. The Property shall not be subdivided and none of the individual tracts which together comprise the Property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a road, dam, fence, utility line, bridge, culvert, barn, maple sugar house, or shed; and ii) not detrimental to the Purposes of this Easement. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or

improvements: tower, dwelling, mobile home, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, or aircraft landing area, except as specifically provided for in Section 3 below.

- 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 agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
 - ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; 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 shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 20 square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to the public for pedestrian non-commercial, outdoor recreational and

outdoor educational purposes as will have minimal impact on the Property, except as otherwise specifically provided for in Section 3 below.

3. RESERVED RIGHTS

Restrictions on Public Access

- A. Grantor reserves the right to control, limit access or post against, any non-pedestrian access or uses, including vehicles, motorized or otherwise, including boating from the Property, snowmobiles, all terrain vehicles, motorcycles and bicycles. Additionally, the Grantor may control, limit access or post against camping, swimming from the Property, horse-back riding, hunting, recreational areas as described below, parking areas, agricultural croplands, and to forest land during harvesting.

Recreation Trails & Parking Areas

- B. The Grantor reserves the right on the Property to install, maintain, repair on the Property recreational and educational trails, including snowmobile trails, parking areas and to erect informational kiosks and other signs relating to the recreational and educational uses thereon. Additionally, the Grantor may install, maintain, repair, and improve gates, barriers, signs and fences necessary to guide or control public access on the Property.

Outdoor Recreational Facilities Area

- C. Grantor reserves the right to withdraw from the use limitations of Section 2, above, but subject to the limitations hereof, a single area of land for the purpose of constructing and maintaining thereon outdoor municipal recreational facilities only including, but not limited to tennis courts, playgrounds, swimming pools, athletic field, golf course, picnic areas, with customary accessory structures, improvements and utilities, including but not limited to buildings, septic systems, water wells, driveways, parking areas, and power and communication lines. Said area shall be 8 acres, more or less, in size, may not be subdivided or sold separately from the Property. Said area shall not be used for commercial purposes. The Grantor has the right to control public access to these facilities.

All of the following provisions shall apply to any withdrawal exercised under this Section 3.C.:

1. In order to withdraw the said area the Grantor must submit for Grantee's approval, which will not be unreasonably withheld, a survey plan prepared by a licensed surveyor, recordable at the Grafton County Registry of Deeds, locating and depicting said site as proposed to be withdrawn. This shall only need to be done once and shall be done prior to any change in uses of said area.
2. In order to install or construct any of the above mentioned municipal recreational facilities within said area the Grantor must achieve a 2/3 majority vote of the registered voters present and voting at a regular or special town meeting, due notice being given. A new vote must be performed for each new facility installed or constructed, but not for regular maintenance activities. The Grantor shall provide the Grantee with written notice and proof of said vote.

Additionally, the Grantor shall provide the Grantee with a description of the proposed change in use to ensure it is an allowable use as noted above.

Access Roads

- D. Grantor reserves the right to install, repair, replace and maintain access roads and utilities across the Property solely to serve the outdoor recreational facilities permitted by this Easement.

Camping

- E. Grantor reserves the right to allow the public to conduct non-commercial, low-impact, recreational camping and/or outdoor educational activities on the Property. Said camping may include the erection of tents.

Beach Area

- F. Grantor reserves the right to install and maintain a beach and swimming area on or near the shore of Spectacle Pond including accessory structures such as picnics tables, docks, gazebos and a changing and toilet facility with associated septic field solely for the purpose of minimizing and concentrating the impact to the Property from non-commercial outdoor recreation including swimming and sunbathing. Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

Existing Building

- G. Grantor reserves the right to utilize, maintain and replace the existing building located on Groton Road and identified in the baseline documentation report on file at the offices the Grantee. Said existing building shall be for noncommercial recreational or educational uses only related to the Property, such as a visitor center, display area for maps and other educational items and/or storage area for recreational equipment. Said existing building and all associated structures shall not exceed a total foot print area of 500 square feet or exceed 25 feet in height. Above or below ground utilities, such as, but not limited to, water, power, communication and sewage lines, a septic system are permitted to serve said existing building. To replace said existing building the Grantor must submit, at least sixty (60) days prior to the commencement of any replacement or relocation activities, including land clearing, for Grantee's approval, a written description of the proposed building, its associated structures and ancillary improvements, including their size and location, and extent of proposed land clearing and timing of proposed construction. Within thirty (30) days after Grantee's receipt of such submission the Grantee shall approve or disapprove in writing and shall so inform the Grantor. Said approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons for disapproval. Grantee's failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing at least 10 days before the transfer of title to the Property or any division of ownership thereof permitted hereby.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

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, agrees to and is capable of protecting the conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed 24 square inches in size, along the Property's boundaries.

7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to

mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

- C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.
- D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions 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 court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

8. BREACH OF EASEMENT – GRANTEE'S REMEDIES

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may 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.

- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, "Breach of Easement...", without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor's liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee's rights under this Section, "Breach of Easement...", apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement...", 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, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.

- I. 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 the 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 or estoppel.
- J. 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. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

9. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested 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.

10. SEVERABILITY

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

11. CONDEMNATION/EXTINGUISHMENT

- 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 exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking 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 exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property 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 1/3 of the value of the Property and the Grantor interest shall be 2/3 of the value of the Property. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation or extinguishment.
- C. The Grantee shall use its share of the proceeds resulting from condemnation or extinguishment in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

13. 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 the Section "Benefits and Burdens," above, accepts and records the additional easement.

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.

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

IN WITNESS WHEREOF, we have hereunto set our hands this 15 day of August, 2007.

TOWN OF HEBRON

By: Richard T. Gove
Selectmen, Duly Authorized

By: John W. Dunklee
Selectmen, Duly Authorized

By: Bruce A. Barnard
Selectmen, Duly Authorized

The State of New Hampshire

County of Grafton

Personally appeared RICHARD T. GOVE, JOHN W. DUNKLEE and BRUCE A. BARNARD of the Town of Hebron Board of Selectmen, this 15th day of August, 2007 and acknowledged the foregoing on behalf of the Town of Hebron.

Before me, Karen A. Corliss
Justice of the Peace/Notary Public

My commission expires: KAREN A. CORLISS, Notary Public
My Commission Expires April 21, 2009



ACCEPTED: SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

By: Jane A. DifleyTitle: President/Forester
Duly AuthorizedDate: 8/15/2007

The State of New Hampshire

County of Grafton

Personally appeared Jane A. Difley, President/Foresterof the Society for the Protection of New Hampshire Forests, this 15th day of August, 2007
and acknowledged the foregoing on behalf of the Society for the Protection of New Hampshire
Forests.Before me, Kenan M. Rose

Justice of the Peace/Notary Public

My commission expires: 12-21-2010

APPENDIX A

The Property subject to the Conservation Easement granted hereby consists of 9 certain tracts of land (herein referred to collectively as the "Property") with the improvements located thereon, consisting of approximately 450 +/- acres, situated on northerly side of the Hebron-Groton Road, Town of Hebron, Grafton County, State of New Hampshire and shown on the unrecorded "Compilation Plan for Alan E. Esty Hebron-Groton Road Spectacle Pond Area, Hebron, N.H., Prepared 1993-1995 by Barnard Survey Assoc. Inc." (herein the "Esty Compilation Plan") on file at the office of the Grantee, more particularly bounded and described as follows:

Tract One [Adams Lot / Tax Lot 24-1]: A certain tract of land with the building thereon, situate in Hebron on the northerly side of the Hebron-Groton Road, and bounded and described as follows:

Beginning on the northerly side of said highway at the southeasterly corner of land of one Johnson; thence

1. running northerly by land of said Johnson, formerly Keyes, to the Cockermouth River; thence
2. running Northwesterly by said River and Johnson land to a yellow birch tree; thence
3. running Northerly again, still by land of Johnson, to the end of a stone wall and land of one Flint, and continuing in the same direction by said Flint land to land formerly of Carter, and continuing in the same direction by said Carter land to a stake and stones at land of Irene Gibbs, formerly of Mark Jewell; thence
4. turning and running Easterly by said Gibbs land to a stake and stones; thence
5. turning and running Southerly, still by said Gibbs land, to a fence at land purchased by Rodney Adams from one Cordon; thence
6. turning and running Easterly on said Gibbs land 6 rods; thence
7. running Northeasterly, still on said Gibbs land, 10 rods; thence
8. running Easterly again, still on said Gibbs land, 60 rods; thence
9. turning and running Southerly 8 rods to the Cockermouth River; thence
10. following said River, Westerly or Southwesterly to an iron pin at the Northwest corner of land conveyed by Rodney Adams to Marshall and later believed to be owned by one Lent; thence
11. turning and running Southerly by said Lent land to an iron pin at the highway; thence
12. turning and running Westerly again by said highway to the bound begun at.

EXCLUDING, however, from said Tract One the land conveyed by Alan E. Esty to Francis W. Trussell and Ruth E. Trussell by deed dated March 9, 1970, recorded at Book 1110, Page 153, as follows:

Beginning on the northerly side of the Hebron-Groton Road at a point four (4) rods from the easterly boundary of land of Howard Johnson; thence

1. running northerly on a line parallel with and four (4) rods distance from said Johnson line to the Cockermouth River; thence
2. turning and running easterly down said River to land of one Lent, which point is marked by an iron pin on the bank of said River; thence

3. turning and running southerly by the westerly line of land of said Lent to an iron pin on the northerly side of the aforesaid highway; thence
4. turning and running westerly by said highway to the point of beginning.

Being Tract I of the Deed of Rodney S. Adams to Alan E. Esty recorded at Book 1093, Page 442 excepting the land conveyed to Trussell at Book 1110, Page 153. It being noted that Rodney S. Adams died in 1975 (see Grafton County Probate records) and his reservation of a life estate in certain property has lapsed and all reservations have reverted to the underlying fee owner.

Tract One is shown as 165 +/- acres on the Esty Compilation Plan.

Road Frontage and Bridge: It is hereby stated that Tract One includes a strip of land with 66 (sixty-six) feet of frontage on the northerly side of the Hebron-Groton Road which road frontage strip of land is approximately 0.9 acre (of the 165 acres of Tract One) and runs back to the Cockermouth River and connects to a bridge over said river and then to the remainder of Tract One. The bridge is owned by the Grantor.

Tract Two [Wales / Tax Lot 24-15]: A certain tract or parcel of land situated in Hebron, County of Grafton, and State of New Hampshire, bounded and described as follows, to wit:

Beginning at an iron pin 100 feet easterly of a flat rock, marked with a cross, on the southerly shore of Spectacle Pond, said rock being the northeasterly corner of land now or formerly of Jean Douglas (formerly Harold Mathews); thence

1. running in a southeasterly direction in a straight line, always 100 feet from and parallel to land now or formerly of Jean Douglas, to an iron pin at land of formerly Rodney S. Adams, said iron pin being 100 feet east by north of the end of a certain stone wall; thence
2. turning and running east by north along land formerly of Rodney S. Adams to an iron pin and granite marker at the land formerly of Eugene P. Davidson, Lenore H. Drabkin and Alegra G. Somers; thence
3. turning and running in a northwesterly direction along land formerly of said Davidson, Drabkin and Somers to an iron pin on the southeasterly shore of Spectacle Pond at the base of a blazed pine tree; thence
4. turning and running 100 feet along the shore of said pond in a westerly direction to the point of beginning.

Being the same property conveyed by Royal T. Wales and Shirley J. Wales to Alan E. Esty recorded at Book 1107, Page 80.

Shown as 0.7 acres on the Esty Compilation Plan.

Tract Three [DeMarco & Crooks / Tax Lot 24-18]: A certain tract of land situated in said Hebron, on the North side of the Cockermouth River, bounded as follows:

1. On the West by land now or formerly of one Howard, formerly of Ned Braley;

2. On the North by land now or formerly of one Flint, formerly of Carroll Mathews;
3. On the East by land formerly of Rodney Adams; and
4. On the South by the Cockermouth River.

Being the same property conveyed by Michael DeMarco and Charles J. Crooks to Alan E. Esty recorded at Book 1156, Page 51.

Shown as 35.2 acres on the Esty Compilation Plan.

Tract Four [Sherman & Greene / Tax Lot 24-14]: Certain real property situate in the Town of Hebron, bounded and described as follows, to wit:

[first parcel of Tract Four] Beginning at a flat rock marked with a cross on the southerly shore of Spectacle Pond, said rock being the northeasterly corner of land now or formerly of Jean Douglas; thence

1. running in a southeasterly direction in a straight line along land now or formerly of said Douglas to the end of a stone wall; thence
2. turning and running east by north 100 feet along land formerly of Rodney S. Adams, in the opposite course to the aforementioned stone wall to an iron phi at the southwesterly corner of land formerly of Royal T. Wales; thence
3. turning and running northwesterly along said former Wales land to an iron pin on the southerly shore of Spectacle Pond; thence
4. turning and running in a westerly direction along the shore of said pond 100 feet to the point of beginning.

[second parcel of Tract Four]: And a certain tract or parcel of land, which may overlap or be contained within the first parcel of Tract Four, also situated in the Town of Hebron on the southerly side of Spectacle Pond, bounded and described as follows:

Beginning at a steel pin driven in the ground on the southerly side of said Spectacle Pond at the northeast corner of the property formerly of Malcolm C. and Marion A. Cayes, now or formerly of Greene, thence

1. in a southerly direction along said Greene land to the end of a stone wall at the southeast corner of said Greene land; thence
2. North $37\frac{1}{2}^{\circ}$ East a distance of 165 feet, more or less, by land formerly of Rodney Adams to a steel pin driven in the ground at the southeast corner of the property being conveyed; thence
3. North $52\frac{1}{2}^{\circ}$ West a distance of 5.02 chains by land of Alan E. Esty herein.

Being the same property conveyed by Deed of Elizabeth D. Sherman to Alan E. Esty recorded at Book 1231, Page 383 (first parcel of Tract Four); see also Deed of Theresa Green to Alan E. Esty recorded at Book 1757, Page 469 (second parcel of Tract Four).

Tract Four shown as 0.9 acres on the Esty Compilation Plan.

Tract Five [Somers-Drabkin: Tax Lot 24-2]: A certain tract of land, situated in Hebron, in the County of Grafton, State of New Hampshire, bounded and described as follows:

Beginning at an iron pin on the easterly shore of Spectacle Pond; thence

1. running southerly 150 feet along the shore of Spectacle Pond to an iron pin which marks the northeasterly bound of land formerly of Allan H. Richardson, Jr. and Joy K. Richardson, recorded in Grafton County Registry of Deeds, Book 951, Page 50, now or formerly of Sumner W. Loomis; thence
2. turning and running southeasterly in a straight line along land formerly of said Loomis to an iron pin and granite marker at the land formerly of Rodney S. Adams; thence
3. turning and running northeasterly along land now or formerly of Rodney S. Adams to the corner of the Jewell Farm, so-called, now or formerly owned by George Gibbs; thence
- 3a. running southeasterly 208 feet, more or less, to land of Brittelli, formerly Braley, formerly Gibbs, formerly Jewell; thence
4. turning and running northeasterly along the said Jewell Farm land to the corner of land now or formerly of Myron Braley; thence
5. turning and running in a westerly direction along the Wise Land, so-called, to the corner of the Coolidge Lot, so-called; thence
6. turning and running in a southerly direction along land now or formerly of one Taylor (formerly Matthews Farm) to a cairn of stones on top of a high ledge overlooking Spectacle Pond (see boundary line agreement between Howard B. Davis and Sumner W. Loomis and Harriet T. Loomis, recorded in Grafton County Registry of Deeds, Book 956, Page 143); thence
7. in a straight line approximately south 35° west about 20 feet to a granite marker on top of the above-mentioned high ledge; thence
8. on the same course to an iron pin at the northeasterly corner of land now or formerly of Harriet T. Mayo; thence
9. turning and running southerly along said Mayo land to land now or formerly of Allan H. Richardson, Jr. and Joy K. Richardson; thence
10. southerly along said Richardson land parallel to and exactly 200 feet from the easterly shore of Spectacle Pond to a granite marker at the land now or formerly of George E. Rodgers; thence
11. southerly along said Rodgers land to a granite marker at land now or formerly of said Richardsons; thence
12. southerly along other land now or formerly of said Richardsons, always parallel to and exactly 200 feet from the easterly shore of Spectacle Pond, to an iron pin 200 feet due east from the point of beginning; thence
13. turning and running due west 200 feet to the point of beginning.

Containing 150 feet on the easterly shore of Spectacle Pond.
Shown as 106 +/- acres on the Esty Compilation Plan.

Being the same property conveyed by Deed of James Somers and Cathy Drabkin to Alan E. Esty recorded at Book 1486, Page 799.

Tract Six [Cooley Lot / Tax Lot 14-5]: A certain tract of land situated in Hebron, shown on a Plan entitled "Survey for Donald F. & Virginia F. Cooley, Spectacle Pond, Hebron, N.H." surveyed July, 1983, by John F. French, and recorded in the Grafton County Registry of Deeds as Plan #02551 (previously erroneously referenced as Plan #2494), said tract bounded and described as follows:

Beginning at a split stone post at the foot of a white pine tree on the shore of Spectacle Pond at the corner of land formerly of Loomis, later of Alan E. Esty; thence

1. following the shore of said pond North 19° 30' West a distance of 299.6 feet to a blazed white birch tree at land now or formerly of George Lawrence; thence
2. North 68° 45' East by said Lawrence land a distance of 145.8 feet to a stone pile on a boulder at the northwest corner of said Lawrence land; thence
3. North 25° 00' West by said Lawrence land a distance of 124.1 feet to an iron pipe at the northeast corner of said Lawrence land; thence
4. North 41° 30' West by land now or formerly of Aaron Marcus a distance of 141.2 feet to an iron pipe; thence
5. North 45° 00' West a distance of 190 feet to an iron pipe at the northeast corner of land now or formerly of Marcus; thence
6. North 62° 10' West by land now or formerly of R. Bixby a distance of 100.3 feet to an iron pipe at the northeast corner of land of Bixby; thence
7. North 54° 15' West by land now or formerly of Cressey a distance of 48.8 feet to an iron pipe at the northeast corner of land of Cressey; thence
8. North 61° 30' West by land now or formerly of E. Blake a distance of 50.2 feet to an iron pipe at the northeast corner of said Blake land ; thence
9. North 57° 45' West by land now or formerly of Roxanna Bixby a distance of 46.9 feet to an iron pipe and North 60° 15' West a distance of 50.2 feet to an iron pipe at the northeast corner of said Roxanne Bixby land; thence
10. North 49° 00' West by land now or formerly of Malcolm Cayes a distance of 139.9 feet to an iron pin at the northeast corner of said Cayes land at the Hebron-Groton Town Line; thence
11. North 41° 30' East by said Town line a distance of 78.0 feet to a stone surrounded by stones on a ledge; thence
12. Continuing on said Town line North 37° 50' East a distance of 950.2 feet to a pin in a stone wall; thence
13. Continuing on the same course by said Town line a distance of 1,678.0 feet to a stone post at a corner of walls at land now or formerly of Williams Wadsworth; thence
14. South 53° 30' East by said Wadsworth land a distance of 1,199.0 feet to a stone post at land now or formerly of Alan E. Esty (formerly Loomis); thence
15. South 47° 45' West by said Esty land a distance of 1,938.5 feet to a stone pile on a ledge; thence
16. South 47° West a distance of 52.8 feet to another stone pile on a ledge; thence
17. South 37° 00' West 19.1 feet to a split stone post; thence
18. South 28° 15' West still by said Esty land, a distance of 1,132 feet to the point of beginning.

shown as 63.2 acres on the Esty Compilation Plan.

Being the same property conveyed by Deed of Donald F. Cooley and Virginia F. Cooley to Alan E. Esty recorded at Book 1528, Page 324.

Tract Seven [Cummings Mt. Lot / Tax Lot 14-2]: A certain tract of land situated in the Town Hebron, known as the "Cummings Mt. Lot", shown on a Plan entitled "Survey for Yorkshire Timber Co. Cummings Mt. Lot, Hebron N.H." Surveyed April-Sept. 1991 by Alan M. Barnard and recorded in the Grafton County Registry of Deeds as Plan #07067, said tract bounded and described as follows:

Beginning at a 6" x 6" natural stone in a two-foot diameter stone pile, witnessed AB 1991, said stone being in the line between the second and third range, which is also the northerly line of other land of Esty and South 53° 45' East 1,122 feet from the Hebron-Groton town line; thence

1. North 34° East along land of William B. Wadsworth, generally following a barbed wire fence, 884.7 feet to a 32-inch red oak tree with old spots and 2½ foot diameter pile of stones with 3½ foot tall center stone; thence
2. North 23° 15' West along land of said Wadsworth 554 feet to a stone set at the base of a 10-inch dead yellow birch; thence
3. North 05° 15' East along land of said Wadsworth 594 feet to a stone and stones; thence
4. North 25° 15' East along land of said Wadsworth 1,143.7 feet to a stone and stones, witnessed AB 1991, at the junction of town and range lines; thence
5. South 48° 15' East 27 feet to a stone set in stones, witnessed AB 1991; thence
6. South 17° 15' West along land of Green Acre Woodlands, Inc., 126.1 feet to a 7" x 7" natural stone, 16-inch tall and painted red, among stones; thence
7. South 24° 30' East along land of Green Acre Woodlands, Inc., 1,280.1 feet to a 18-inch tall by 18-inch wide natural stone between a 3-inch spruce and a 3-inch red maple on the south side of a ledge; thence
8. South 17° 30' West along land of Green Acre Woodlands, Inc., 250.1 feet to an 18" x 18" tall natural stone in stones, painted red, witnessed ME 1967; thence
9. South 53° East along a blazed line and land of Green Acre Woodlands, Inc., 1038.4 feet to a 5/8 ths inch rod set in stone, with cap, 11 inches tall; thence
10. South 37° 15' West along land now or formerly of Brooks F. Benjamin and Joan M. Benjamin 1,791.4 feet to a 2 inch x 16 inch natural stone, 2 feet tall, in stones; thence
11. North 53° 45' West along land of Alan E. Esty (Tract Five herein) 392.4 feet [erroneously recited as 332.4 feet in previous deed] to a stone pile; thence
12. North 54° West along land of said Esty (Tract Five herein), on a blazed line, 839.8 feet to the point of beginning.

Containing 77.9 acres, more or less and shown as 77.6 acres on the Esty Compilation Plan.

Tract Seven being the same property conveyed by Deed of Yorkshire Timber Company to Alan E. Esty recorded at Book 2013, Page 709,

Tract Seven is subject to the previously excepted and reserved rights for all mineral and mining rights of every kind and description, and the right to mine, dig, excavate and operate the same, with the right to erect any and all suitable buildings for the purposes of mining, and the necessary

roads and rights of way across any and all the premises herein mentioned for the purpose of exercising the right to remove from any and all of the said premises the minerals before mentioned. The said rights were conveyed to Standard Minerals Corp. in 1935 by deed recorded in Grafton County Registry of Deeds, Book 653, Page 470.

Tract Eight [Mayo / Tax Lot 24-9]: A certain tract of land in the Town of Hebron bounded and described as follows:

Beginning at a granite marker at the base of a large blazed pine tree on the easterly shore of Spectacle Pond, said marker being 300 feet southeasterly from a large birch tree on the shore of Spectacle Pond, which marks the southeasterly corner of land now or formerly owned by George Lawrence, of Manchester, New Hampshire, and which said granite marker marks the southeasterly corner of land now or formerly of Howard B. Davis; thence

1. running generally southerly along the easterly shore of Spectacle Pond 100 feet to a granite marker; thence
2. running east parallel to and 100 feet northerly from the northerly line of land now or formerly of George E. Rodgers 200 feet; thence
3. turning at a right angle and running northerly to land now or formerly of Howard B. Davis as established by a certain boundary line agreement between said Davis and Sumner W. Loomis and Harriet T. Loomis, dated May 31, 1961, and recorded in the Grafton County Registry of Deeds, Book 956, page 143; thence
4. running in a straight line approximately south 35° west along the line established by said boundary line agreement to the point of beginning.

Being the same property conveyed by Deed of Harriet T. Mayo to Alan E. Esty recorded at Book 2138, Page 145.

Tract Nine: any and all right, title and interest the Grantor may have in lands in the Town of Hebron as follows:

- A. to any gaps and gores which may be between the above Tracts;
- B. to any lands abutting Tract Six which results from disputes or differences of opinion as to the location of Hebron-Groton town line; and
- C. to parcels of land which abut any one or more of Tracts One through Eight above insofar as there is a discrepancy or dispute as to the location of boundary lines between the Tract(s) and the abutting parcel(s), excluding, however, Lots 7 and 8 of Rolling Meadows Estates, shown on recorded Plan of Property of Charles J. Crooks & Michael DeMarco recorded as Plan 1-8-49 (see Deed at Book 1603, Page 997).

For further reference to all tracts, see Warranty Deed of Alan E. Esty to Alan E. Esty, Trustee of the Alan E. Esty April 1999 Revocable Trust recorded at Book 2406, Page 478. This deed shall not operate to restrict Lots 7 and 8 of Rolling Meadows Estates shown on recorded Plan 1-8-49.

MEANING AND INTENDING to describe the same premises conveyed to the Town of Hebron by Warranty Deed of Alan E. Esty, Trustee of the Alan E. Esty April 1999 Revocable Trust, as amended and restated by Trust Agreement of May 4, 2005, dated June 20, 2006 recorded in Grafton County Registry of Deeds at Book # 3295, Page # 0592.

Walter H. Hays REGISTER
GRAFTON COUNTY
REGISTRY OF DEEDS