

# Declaration of Conservation Covenants and Restrictions

## Buffalo Park, A Conservation Area

This Declaration of Conservation Covenants and Restrictions ("Declaration") is hereby entered into as of the 28<sup>th</sup> day of March, 2005, by the TOWN OF TILTON, ACTING BY AND THROUGH ITS CONSERVATION COMMISSION, with a mailing address of 257 Main Street, Tilton, NH 03276 (together with its successors and assigns, the "Declarant"), with the approval of its Board of Selectmen, pursuant to New Hampshire RSA chapter 36-A.

### RECITALS

1. Declarant has acquired for conservation purposes a certain parcel of undeveloped land known as Buffalo Park (the "Conservation Area"), more particularly described on Exhibit A attached hereto.

2. The acquisition of the Conservation Area was funded by Carnoustie Centre, LLC, a New Hampshire limited liability company (together with its successors and assigns, "Carnoustie"), on condition that the Conservation Area be submitted to this Declaration and thus satisfy certain mitigation requirements imposed by the New Hampshire Department of Environmental Services (together with any successors with the same jurisdiction over state wetlands, "DES") and other governmental agencies as a condition of their approving a commercial development on land located in Tilton and owned and to be owned by Carnoustie and/or its affiliates, more particularly described on Exhibit B attached hereto (the "Benefited Property"), which approvals are evidenced in part by DES Wetlands and Non-Site Specific Permit 2004-01981 (as it may be amended, the "DES Permit").

3. The DES Permit required, among other things, the preparation of a certain boundary survey plan of the Conservation Area, entitled, "Buffalo Park, Plan of Land, Map R-17, Lot 20 in Tilton, New Hampshire," dated March 25, 2005, by Vanasse Hangen Brustlin, Inc., and a certain stewardship plan for the Conservation Area, entitled, "Stewardship Plan - Buffalo Park, A Conservation Area," dated May 27, 2005, by Vanasse Hangen Brustlin, Inc., adopted by the Tilton Conservation Commission (the "Stewardship Plan"), both as recorded herewith.

NOW, THEREFORE, Declarant hereby submits the Conservation Area to this Declaration, and declares that the Conservation Area shall henceforth be subject to and governed by the following covenants and restrictions in perpetuity, for the benefit of the residents of the Town of Tilton and the owners of the Benefited Property (together with their heirs, successors and assigns, the "Benefited Owners").

## **1. CONSERVATION PURPOSES**

This Declaration is made pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

- A. The protection of the natural habitat within the easement property; and
- B. To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Conservation Area so that the Conservation Area retains its natural qualities and functions; and
- C. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation values of the Conservation Area while allowing the activities specified under Section 3; and
- D. The preservation and conservation of wetlands vegetation, soils, hydrology and/or habitat as documented in the report dated December 2004, entitled, "Baseline Documentation Report - Buffalo Park Proposed Conservation Easement Assessment, Tilton, New Hampshire" (the "Report"), which Report is on file at the office of the Town Clerk of Declarant and is incorporated herein in full.

## **2. USE LIMITATIONS**

- A. The Conservation Area shall be maintained in perpetuity in an undeveloped and natural condition without there being conducted thereon any activities except as described below, and provided that such uses shall not degrade the conservation purposes of this Declaration. No use shall be made of the Conservation Area, and no activity shall be permitted thereon, which is inconsistent with the intent of this Declaration, that being the perpetual protection and preservation of the Conservation Area, as more particularly described in Section 1 herein.
- B. The Conservation Area shall not be subdivided.
- C. No structure or improvement, including without limitation pavement, shall be constructed in the Conservation Area; provided that such structures and improvements as bridges and culverts may be constructed in the Conservation Area after obtaining the required NHDES permits only to the extent they are necessary in the accomplishment of the forestry, conservation, or other allowed uses of the Conservation Area and are not materially detrimental to the purposes of this Declaration.
- D. No removal of vegetative undergrowth, cutting of trees, excavating, 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 other uses of the Conservation Area specifically allowed under Section 3 of this Declaration; and
  - 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 Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
  - iii. Do not significantly impact wetland vegetation, soils, hydrology or habitat; and

iv. Are not detrimental to the purposes of this Declaration.

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

E. No outdoor signs shall be displayed on the Conservation Area except as desirable or necessary in the accomplishment of the forestry, conservation, or other allowed uses of the Conservation Area, and provided such signs are not detrimental to the purposes of this Declaration. No sign shall exceed 25 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 in the Conservation Area, 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 Conservation Area.

G. There shall be no storing, dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances.

H. There shall be no domestic animals allowed in the Conservation Area except for dogs on leashes and under control, provided any excrement is removed from trails or open areas by the owner or person in control of said dogs.

I. There shall be no motorized vehicles of any kind allowed in the Conservation Area, except as expressly provided herein or as reasonably required to conduct the specific activities expressly allowed in this section and in Section 3 below.

J. There shall be no roads constructed or maintained in the Conservation Area, except as may be reasonably required to conduct the specific activities expressly allowed in this section and in Section 3 below, or for access to the parking lot(s) allowed in Section 3.

K. No fire or open flame shall be allowed anywhere in the Conservation Area.

L. No other activities shall be allowed in the Conservation Area except as expressly allowed in this section or in Section 3 below.

### **3. ALLOWED ACTIVITIES**

Declarant may in its discretion allow the following activities in the Conservation Area, provided that they are not conducted in a manner that is detrimental to the purposes of this Declaration.

A. Maintenance of the existing trail system, and construction and maintenance of new trails.

B. Use of trails for walking, running, skiing, snowshoeing, educational, or similar activities, or for operation of bicycles, other nonmotorized vehicles, or motorized wheelchairs.

C. Construction and maintenance of one or more gravel parking lots of aggregate area not exceeding one-half acre, in each case adjacent to the boundary of the Conservation Area, and of gravel access roads to such parking area(s) from public ways outside the Conservation

Area. Such parking lots and roads may be used only by service vehicles and private passenger vehicles, pickup trucks, school buses and cycles or scooters. Within these areas, permanent or temporary toilet facilities may be constructed.

D. Forestry practices, including selective cutting, only to maintain and increase the health of the forests (but not to the detriment of other natural features), with strict adherence to Best Management Practices and under the supervision of a licensed forester.

E. Construction, maintenance and use of one or more picnic areas, with tables and other appurtenant equipment.

F. Hunting and fishing.

G. Activities in pursuance of the conservation purposes specified in Section 1 above.

H. Any other activities that may be required by the DES Permit.

Declarant may in its discretion allow, allow with limitations or restrictions, or prohibit entirely any of the above-described activities, provided that any activities required by the DES Permit must be allowed.

#### **4. BENEFITS, BURDENS, AND ACCESS**

A. The burden of this Declaration shall run with the Conservation Area and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Declaration shall be appurtenant to the Benefited Property.

B. DES and the Benefited Owners shall have access to the Conservation Area and all of its parts, on 48 hours' prior notice to Declarant, for such inspection as may be necessary to determine compliance with and to enforce this Declaration pursuant to Section 5 below.

C. Members of the general public shall have access to the Conservation Area for the activities specified in Sections 3(B), (C), (E), and (F) above, to the extent allowed by Declarant and subject to any restrictions imposed by Declarant.

#### **5. ENFORCEMENT AND LEGAL REMEDIES**

A. Declarant, in consideration of the contribution of the Conservation Area to it by Carnoustie, has undertaken and hereby covenants to enforce the terms of this Declaration.

B. When a breach of this Declaration, or conduct by anyone inconsistent with this Declaration, comes to the attention of DES or the Benefited Owners, either may (but shall have no obligation to) notify the Declarant in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

C. The Declarant shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Declarant shall promptly notify DES or the Benefited Owners, as applicable, of its actions taken under this section.

D. If the Declarant fails to take such proper action under the preceding paragraph, DES or the Benefited Owners may (but shall have no obligation to) undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Declarant's name or to

terminate such conduct. The cost thereof, including, but not limited to, reasonable expenses, expert fees, court costs, and legal fees, shall be paid by the Declarant.

E. Nothing contained in this Declaration shall be construed to entitle DES or the Benefited Owners to bring any action against the Declarant for any injury to or change in the Conservation Area resulting from causes beyond the Declarant's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Area resulting from such causes.

F. The Declarant, DES, and the Benefited Owners reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Declaration.

G. No delay or omission by any party in the exercise of any right or remedy upon any breach by Declarant shall impair any rights or remedies or be construed as a waiver.

H. Activities in contravention of this Declaration shall be construed as violations of RSA chapter 482-A, and the then Commissioner of DES shall have standing to seek mandamus or such other relief against Declarant as may be necessary (including remediation and fines) in the event Declarant has not, in the Commissioner's opinion, taken steps necessary under this section to adequately preserve and protect the conservation purposes of this Declaration.

I. Notwithstanding anything to the contrary in this Declaration, the Benefited Owners shall have the right to take action to enforce this Declaration only if and to the extent that such action is required to preserve the effectiveness of the DES Permit.

## **6. COVENANTS TO "RUN WITH THE LAND"**

A. The terms and conditions of this Declaration shall run with the Conservation Area and with the Benefited Property in perpetuity, and shall be enforceable against the Declarant or any other person or entity holding any interest in the Conservation Area.

B. Declarant shall not convey the Conservation Area or any portion thereof without the consent of DES and the Benefited Owners, which consent shall not be unreasonably withheld.

## **7. NOTICES**

All notices, requests and other communications, required or permitted to be given under this Declaration 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 Declarant, DES, or the Benefited Owners may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

## **8. SEVERABILITY**

If any provision of this Declaration, 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 Declaration or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

**9. CONDEMNATION**

If all or part of the Conservation Area is taken in exercise of eminent domain by public authority, the Declarant 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.

**10. CONSERVATION EASEMENT FUND**

Konover Development Corporation shall provide to the Town of Tilton, the sum of seven thousand five hundred dollars (\$7500) to be held in a separate fund (Conservation Easement Fund) and to be used for the purpose of monitoring and enforcing the conditions of the Declaration of Covenants and the Stewardship Plan which are hereby granted. The monies may only be spent upon order of the Tilton Conservation Commission.

**11. AMENDMENT**

This Declaration may be amended only by written agreement executed and acknowledged by Declarant, DES, and the Benefited Owners, and recorded in the Belknap County Registry of Deeds.

EXECUTED as of the date first shown above.

TOWN OF TILTON  
By and through its  
CONSERVATION COMMISSION

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Vice Chair

STATE OF NEW HAMPSHIRE  
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, Chair of the Tilton Conservation Commission, on behalf of the Commission, acting on behalf of the Town of Tilton.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, Vice Chair of the Tilton Conservation Commission, on behalf of the Commission, acting on behalf of the Town of Tilton.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:\_\_\_\_\_

APPROVAL

Pursuant to RSA chapter 36-A, the Board of Selectmen of the Town of Tilton hereby approves the above Declaration, and to the extent necessary joins in it as Declarant.

EXECUTED on \_\_\_\_\_, 2005.

TOWN OF TILTON  
By and through its  
BOARD OF SELECTMEN

By: \_\_\_\_\_  
Richard Manseau, Chair

By: \_\_\_\_\_  
Katherine Dawson

By: \_\_\_\_\_  
Robert Brown

By: \_\_\_\_\_  
David Wadleigh

By: \_\_\_\_\_  
Steven J. O'Leary

STATE OF NEW HAMPSHIRE  
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2005, by Richard Manseau, Katherine Dawson, Robert Brown, David Wadleigh, and Steven J. O'Leary, as members of the Tilton Board of Selectmen, acting on behalf of the Town of Tilton.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:\_\_\_\_\_

ACCEPTANCE

Pursuant to RSA 477:47, Carnoustie hereby accepts the benefit conferred by the above Declaration.

EXECUTED on \_\_\_\_\_, 2005.

CARNOUSTIE CENTRE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, \_\_\_\_\_ of Carnoustie Centre, LLC, a New Hampshire limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_



**EXHIBIT A**

**Legal Description of the Conservation Area**

**Parcel Description - Map R-17, Lot 20**

A certain parcel of land located east of Winter Street, south of Colby Road and west of School Street in the Town of Tilton, in the County of Belknap and the State of New Hampshire, shown on a certain plan entitled, "Buffalo Park, Plan of Land, Map R-17, Lot 20 in Tilton, New Hampshire," dated March 25, 2005, by Vanasse Hangen Brustlin, Inc., recorded herewith, and more particularly bounded and described as follows:

Beginning at a point at the southeast corner of land now or formerly of Charles and Vicki Marshall-Hussman and on the northerly line of land now or formerly of Evelyn Fuller and being the southwest corner of the parcel hereinafter described; thence

N 23° 41' 21" W	a distance of one hundred forty three and thirty two hundredths feet (143.32') to a point, the last course by land now or formerly of Charles and Vicki Marshall-Hussman; thence
N 24° 14' 07" W	a distance of three hundred sixty seven and sixty two hundredths feet (367.62') to a point, the last course by land now or formerly of Scott and Lynne Long; thence
N 70° 49' 57" E	a distance of one hundred seventy nine and no hundredths feet (179.00') to a point; thence
N 21° 10' 26" W	a distance of seven hundred seventeen and forty one hundredths feet (717.41') to a point, the last (2) courses by land now or formerly of Peter and Cynthia Wikoff; thence
N 63° 43' 09" E	a distance of forty seven and ninety two hundredths feet (47.92') to a point; thence
N 66° 42' 05" E	a distance of thirty eight and ninety hundredths feet (38.90') to a point; thence
N 70° 30' 59" E	a distance of fifty three and twenty hundredths feet (53.20') to a point; thence
N 68° 56' 06" E	a distance of two hundred thirty three and seventy seven hundredths feet (233.77') to a point, the last (4) courses by land now or formerly of the State of New Hampshire Veterans Administration Soldiers Home; thence
N 69° 21' 21" E	a distance of three hundred forty two and forty nine hundredths feet (342.49') to a point, the last course by land now or formerly of Patrick and Roxanne Laughy; thence
N 69° 36' 33" E	a distance of three hundred seventy nine and six hundredths feet (379.06') to a point; thence
N 19° 37' 35" W	a distance of ninety two and sixty eight hundredths feet (92.68') to a point; thence
N 19° 23' 42" W	a distance of two hundred forty one and twenty four hundredths feet (241.24') to a point; thence
N 65° 07' 30" E	a distance of two hundred three and seventy one hundredths feet (203.71') to a point; thence
N 72° 02' 14" E	a distance of one hundred nineteen and eighteen hundredths feet (119.18') to a point; thence
N 89° 40' 04" E	a distance of twenty four and ninety three hundredths feet (24.93') to a point; thence

S 79° 46' 54" E a distance of one hundred thirty four and seventeen hundredths feet (134.17') to a point, the last (7) courses by land now or formerly of MAJ Realty Inc.; thence

S 75° 33' 38" E a distance of two hundred thirty nine and fifteen hundredths feet (239.15') to a point, the last course by land now or formerly of MAJ Realty Inc. and land now or formerly of Albert and Laura Diamond; thence

S 66° 11' 50" E a distance of fifty seven and seventy eight hundredths feet (57.78') to a point; thence

S 75° 48' 11" E a distance of fifty eight and eighty five hundredths feet (58.85') to a point; thence

S 75° 24' 35" E a distance of one hundred twenty seven and fifty four hundredths feet (127.54') to a point, the last (3) courses by land now or formerly of Albert and Laura Diamond; thence

S 14° 58' 00" E a distance of one hundred ninety one and sixty hundredths feet (191.60') to a point; thence

S 12° 42' 46" E a distance of one hundred sixty eight and fifty four hundredths feet (168.54') to a point, the last (2) courses by land now or formerly of Calvary Independent Baptist Church of Tilton; thence

S 15° 33' 04" E a distance of one hundred eighty nine and forty two hundredths feet (189.42') to a point, the last course by land now or formerly of Calvary Independent Baptist Church of Tilton and land now or formerly of Stephen and Diana Thurston; thence

S 12° 26' 54" E a distance of two hundred twenty eight and thirty five hundredths feet (228.35') to a point, the last course by land now or formerly of Stephen and Diana Thurston and land now or formerly of Tilton School; thence

S 13° 02' 31" E a distance of two hundred sixty three and forty two hundredths feet (263.42') to a point, the last course by land now or formerly of Tilton School; thence

S 03° 12' 34" E a distance of fifty eight and ninety three hundredths feet (58.93') to a point; thence

S 04° 42' 54" E a distance of seventy seven and ninety one hundredths feet (77.91') to a point, the last (2) courses by land now or formerly of the Town of Tilton; thence

N 80° 49' 43" W a distance of two hundred forty three and fifteen hundredths feet (243.15') to a point; thence

S 01° 14' 28" W a distance of ninety two and no hundredths feet (92.00') to a point, the last (2) courses by land now or formerly of Robert and June Tilton; thence

S 88° 54' 08" W a distance of one hundred four and ninety seven hundredths feet (104.97') to a point, the last course by land now or formerly of Eric and Amy Usinger; thence

N 08° 22' 36" E a distance of one hundred twenty and no hundredths feet (120.00') to a point; thence

S 87° 27' 02" W a distance of one hundred twenty and no hundredths feet (120.00') to a point, the last (2) courses by land now or formerly of Larry and Sharon Prince; thence

N 00° 23' 40" W a distance of one hundred seventy one and forty six hundredths feet (171.46') to a point; thence

N 80° 59' 20" W a distance of one hundred three and sixty two hundredths feet (103.62') to a point, the last (2) courses by land now or formerly of the Estate of Hazel Lawrence; thence

N 80° 06'52" W a distance of three hundred seven and thirty six hundredths feet  
 (307.36') to a point; thence  
 S 20° 39'47" E a distance of one hundred twenty two and seventy eight hundredths  
 feet (122.78') to a point, the last (2) courses by land now or formerly  
 of Thomas and Constance Pucci; thence  
 S 19° 28'23" E a distance of twenty four and seventy five hundredths feet (24.75') to  
 a point, the last course by Highland Avenue; thence  
 S 17° 53'02" E a distance of one hundred forty nine and ninety nine hundredths  
 feet (149.99') to a point, the last course by land now or formerly of  
 Thomas and Constance Pucci; thence  
 S 20° 47'15" E a distance of one hundred seventy seven and ninety eight  
 hundredths feet (177.98') to a point, the last course by land now or  
 formerly of Hans Von Brockdorff and Sigrid Von Brockdorff; thence  
 S 39° 15'23" W a distance of three hundred eighteen and five hundredths feet  
 (318.05') to a point, the last course by land now or formerly of Frank  
 and Kathleen Sqambati; thence  
 S 71° 57'46" W a distance of ninety and eleven hundredths feet (90.11') to a point,  
 the last course by land now or formerly of Alfred and Rose Robert;  
 thence  
 S 69° 45'08" W a distance of three hundred two and three hundredths feet (302.03')  
 to a point, the last course by land now or formerly of Alfred and  
 Rose Robert, by High Street Extension and by land now or formerly  
 of Alfred and Rose Robert; thence  
 S 69° 22'17" W a distance of two hundred thirty six and ninety eight hundredths  
 feet (236.98') to a point, the last course by land now or formerly of  
 Alfred and Rose Robert and land now or formerly of Evelyn Fuller;  
 thence  
 S 69° 53'31" W a distance of three hundred twenty one and forty five hundredths  
 feet (321.45') to the point of beginning, the last course by land now or  
 formerly of Evelyn Fuller.

The above described parcel of land contains 54.0 acres in the Town of Tilton, New Hampshire.

Meaning and intending to describe the same property conveyed by Warranty Deed from Gary M. Hamm to Town of Tilton, dated March 28, 2005, recorded in the Belknap County Registry of Deeds at Book 2154, Page 509.

## EXHIBIT B

### **Legal Description of the Benefited Properties**

Five parcels of land located north of East Main Street and east of Grant Street in the Town of Tilton, in the County of Belknap and the State of New Hampshire, shown as Map R-24, Lots 1-1, 1, and 2, and Map U-4, Lots 36 and 36-1, on a certain plan entitled, "Map U-4, Lot 36, Map R-24, Lots 1, 2, 2B & 2C, Subdivision Plan of Land in Tilton, New Hampshire," dated September 28, 2004, revised March 24, 2005, by Vanasse Hangen Brustlin, Inc., recorded in the Belknap County Registry of Deeds, more particularly bounded and described as follows:

#### **Parcel Description - Map R-24, Lot 1-1**

A certain parcel of land located north of East Main Street and east of Grant Street in the Town of Tilton, in the County of Belknap and the State of New Hampshire bounded and described as follows:

Beginning at a point on the north side of East Main Street about one hundred ninety nine feet (199') northeast of land now or formerly of Michael D. Rutherford and being the southerly corner of the parcel hereinafter described; thence

N 40° 20'08" W	a distance of two hundred sixteen and fifty eight hundredths feet (216.58') to a point; thence
N 06° 04'34" W	a distance of three hundred and no hundredths feet (300.00') to a point; thence
N 67° 07'50" E	a distance of three hundred thirty six and thirty two hundredths feet (336.32') to a point; thence
S 08° 45'28" W	a distance of one hundred ninety and no hundredths feet (190.00') to a point; thence
S 17° 09'12" E	a distance of seventy two and sixty five hundredths feet (72.65') to a point; thence
S 40° 39'28" E	a distance of one hundred ninety and one hundredths feet (190.01') to a point, the last (6) courses by land now or formerly of Carnoustie Centre LLC; thence
S 51° 18'59" W	a distance of one hundred thirty nine and one hundredths feet (139.01') to a point; thence
S 54° 00'06" W	a distance of one hundred eighty and thirteen hundredths feet (180.13') to the point of beginning, the last (2) courses by East Main Street.

The above described parcel of land contains 3.32 acres in the Town of Tilton, New Hampshire.

#### **Parcel Description - Map R-24, Lot 1**

A certain parcel of land located north of East Main Street and east of Grant Street in the Town of Tilton, in the County of Belknap and the State of New Hampshire bounded and described as follows:

Beginning at a point at the northwest corner of land now or formerly of George and Katherine Ryan at land now or formerly Rodgers Development Co. and being the northeast corner of the parcel hereinafter described; thence

S 02° 36' 39" E a distance of six hundred seventy and eighty nine hundredths feet (670.89') to a point, the last course by land now or formerly of George and Katherine Ryan and land now or formerly of George and Katherine Ryan and Dan Ryan; thence

N 89° 29' 43" W a distance of four hundred and no hundredths feet (400.00') to a point; thence

N 61° 38' 17" W a distance of ninety eight and two hundredths feet (98.02') to a point, the last (2) courses by land now or formerly of Carnoustie Centre LLC; thence

N 89° 29' 43" W a distance of four hundred and no hundredths feet (400.00') to a point, the last course by land now or formerly of Carnoustie Centre LLC and by land now or formerly of Paul J. Gaudet Sr.; thence

N 01° 22' 30" E a distance of five hundred six and eighty six hundredths feet (506.86') to a point, the last course by land now or formerly of Richard J. Morway; thence

S 87° 17' 48" E a distance of three hundred fifteen and sixty five hundredths feet (315.65') to a point; thence

N 03° 21' 34" W a distance of seventy seven and forty eight hundredths feet (77.48') to a point, the last (2) courses by land now or formerly of Bernard Filion; thence

N 84° 54' 53" E a distance of five hundred thirty four and eighty five hundredths feet (534.85') to the point of beginning, the last course by land now or formerly of Rodgers Development Co.

The above described parcel of land contains 11.62 acres in the Town of Tilton, New Hampshire.

**Parcel Description - Map R-24, Lot 2**

A certain parcel of land located north of East Main Street and east of Grant Street in the Town of Tilton, in the County of Belknap and the State of New Hampshire bounded and described as follows:

Beginning at a point on the northerly side of East Main Street at the southerly corner of land now or formerly of Thomas and Philip Matzke and being the southeast corner of the parcel hereinafter described; thence

S 47° 55' 06" W a distance of three hundred eighty five and six hundredths feet (385.06') to a point, the last course by East Main Street; thence

N 40° 39' 28" W a distance of two hundred two and no hundredths feet (202.00') to a point; thence

N 10° 39' 55" W a distance of one hundred and ninety hundredths feet (100.90') to a point; thence

N 08° 45' 28" E a distance of one hundred twenty five and no hundredths feet (125.00') to a point, the last (3) courses by land now or formerly of Carnoustie Centre LLC; thence

N 67° 07' 50" E a distance of two hundred thirty five and forty seven hundredths feet (235.47') to a point, the last course by land now or formerly of Carnoustie Centre LLC, land now or formerly of George and Katherine Ryan and Dan Ryan, and land now or formerly of Summa Humma Realty-Tilton LLC; thence

N 00° 38' 58" W a distance of fifty nine and nine hundredths feet (59.09') to a point; thence

N 76° 56' 42" E a distance of one hundred six and eighty four hundredths feet (106.84') to a point, the last (2) courses by land now or formerly of Summa Humma Realty-Tilton LLC; thence

S 18° 17' 03" E a distance of three hundred eight and sixteen hundredths feet (308.16') to the point of beginning, the last course by land now or formerly of Summa Humma Realty-Tilton LLC and by land now or formerly of Thomas and Philip Matzke.

The above described parcel of land contains 3.25 acres in the Town of Tilton, New Hampshire.

**Parcel Description - Map U-4, Lot 36-1**

A certain parcel of land located north of East Main Street and east of Grant Street in the Town of Tilton, in the County of Belknap and the State of New Hampshire bounded and described as follows:

Beginning at a point on the northerly side of East Main Street at the intersection with the east side of Grant Street and being the southwest corner of the parcel hereinafter described; thence

N 03° 08' 55" W a distance of one hundred eighty five and sixty nine hundredths feet (185.69') to a point, the last course by Grant Street; thence

N 86° 32' 35" E a distance of one hundred sixty and no hundredths feet (160.00') to a point, the last course by land now or formerly of Terry and Virginia Desousa; thence

N 03° 08' 55" W a distance of four hundred sixty four and twenty four hundredths feet (464.24') to a point, the last course by land now or formerly of Terry and Virginia Desousa, land now or formerly of Pranom Khamdaranikone and Viengsamay Vixaysak and land now or formerly of Felicitas Houghton; thence

N 85° 52' 28" E a distance of two hundred thirty two and thirty six hundredths feet (232.36') to a point, the last course by land now or formerly of David and Tina McCarthy, land now or formerly of Paul J. Gaudet Sr., and land now or formerly of Carnoustie Centre LLC; thence

S 06° 04' 34" E a distance of three hundred and no hundredths feet (300.00') to a point; thence

S 40° 20' 08" E a distance of two hundred sixteen and fifty eight hundredths feet (216.58') to a point, the last (2) courses by land now or formerly of Carnoustie Centre LLC; thence

S 54° 00' 06" W a distance of one hundred ninety nine and thirty four hundredths feet (199.34') to a point, the last course by East Main Street; thence

N 15° 02' 15" W a distance of one hundred thirty eight and ninety seven hundredths feet (138.97') to a point; thence

S 80° 57' 45" W a distance of fifty and no hundredths feet (50.00') to a point; thence

S 01° 39' 40" E a distance of sixty and no hundredths feet (60.00') to a point; thence

S 09° 51' 21" E a distance of one hundred three and twenty three hundredths feet (103.23') to a point, the last (4) courses by land now or formerly of Michael D. Rutherford; thence

Southwesterly and curving to the right along the arc of a curve having a radius of five hundred sixty nine and forty four hundredths feet (569.44'), a length of one hundred seventy four and eighty one hundredths feet (174.81'), a chord bearing of S 75° 00' 20" W and a chord distance of one hundred seventy four and thirteen hundredths feet (174.13') to a point; thence

S 83° 48' 00" W a distance of one hundred thirty two and ninety nine hundredths feet (132.99') to the point of beginning, the last (2) courses by East Main Street.

The above described parcel of land contains 4.26 acres in the Town of Tilton, New Hampshire.

**Parcel Description - Map U-4, Lot 36 - Lowe's Lease**

A certain parcel of land located north of East Main Street and east of Grant Street in the Town of Tilton, in the County of Belknap and the State of New Hampshire bounded and described as follows:

Beginning at a point on the northerly side of East Main Street, about five hundred eighteen feet (518') northeasterly of land now or formerly of Michael D. Rutherford, and being the south corner of the parcel hereinafter described; thence

N 40° 39' 28" W a distance of one hundred ninety and one hundredths feet (190.01') to a point; thence

N 17° 09' 12" W a distance of seventy two and sixty five hundredths feet (72.65') to a point; thence

N 08° 45' 28" E a distance of one hundred ninety and no hundredths feet (190.00') to a point; thence

S 67° 07' 50" W a distance of three hundred thirty six and thirty two hundredths feet (336.32') to a point, the last (4) courses by land now or formerly of Carnoustie Centre LLC; thence

S 85° 52' 28" W a distance of two hundred sixteen and forty nine hundredths feet (216.49') to a point, the last course by land now or formerly of Carnoustie Centre LLC and land now or formerly of Paul J. Gaudet, Sr.; thence

N 01° 54' 27" W a distance of two hundred thirteen and fifty four hundredths feet (213.54') to a point, the last course by land now or formerly of David and Tina McCarthy; thence

S 86° 41' 04" W a distance of three hundred five and sixteen hundredths feet (305.16') to a point, the last course by land now or formerly of David and Tina McCarthy and land now or formerly of John W. and Laura Maynard; thence

N 04° 09' 24" E a distance of two hundred ninety five and sixty two hundredths feet (295.62') to a point; thence

N 02° 54' 46" E a distance of four hundred fifty nine and four hundredths feet (459.04') to a point; thence

N 01° 22' 30" E a distance of thirty one and thirty one hundredths feet (31.31') to a point, the last (3) courses by land now or formerly of Richard J. Morway, Sr.; thence

S 89° 29' 43" E a distance of four hundred and no hundredths feet (400.00') to a point, the last course by land now or formerly of Paul J. Gaudet, Sr. and land now or formerly of Carnoustie Centre LLC; thence

S 61° 38' 17" E a distance of ninety eight and two hundredths feet (98.02') to a point; thence  
 S 89° 29' 43" E a distance of four hundred and no hundredths feet (400.00') to a point, the last (2) courses by land now or formerly of Carnoustie Centre LLC; thence  
 S 02° 36' 39" E a distance of one hundred ninety seven and forty nine hundredths feet (197.49') to a point; thence  
 S 02° 28' 10" E a distance of one hundred fifty nine and twenty two hundredths feet (159.22') to a point; thence  
 S 02° 27' 19" E a distance of three hundred seventy one and thirty five hundredths feet (371.35') to a point, the last (3) courses by land now or formerly of George and Katherine Ryan and Dan Ryan; thence  
 S 67° 07' 50" W a distance of sixty six and twenty hundredths feet (66.20') to a point; thence  
 S 08° 45' 28" W a distance of one hundred twenty five and no hundredths feet (125.00') to a point; thence  
 S 10° 39' 55" E a distance of one hundred and ninety hundredths feet (100.90') to a point; thence  
 S 40° 39' 28" E a distance of two hundred two and no hundredths feet (202.00') to a point, the last (4) courses by land now or formerly of Carnoustie Centre LLC; thence  
 S 47° 55' 06" W a distance of eleven and seventy seven hundredths feet (11.77') to a point; thence  
 N 21° 07' 24" W a distance of nine and eighty seven hundredths feet (9.87') to a point; thence  
 S 51° 18' 59" W a distance of eighty six and fifty nine hundredths feet (86.59') to the point of beginning, the last (3) courses by East Main Street.

The above described parcel of land contains 18.64 acres in the Town of Tilton, New Hampshire.

Meaning and intending to describe the same property as conveyed to Carnoustie Centre, LLC, by deeds of Lawrence A. Shapiro dated August 14, 2003, recorded in the Belknap County Registry of Deeds at Book 1938, Pages 633 and 636, and by deed of Paul J. Gaudet, Sr., of near or even date, recorded herewith.