

R22/17

CONSERVATION EASEMENT

805733

R.R. Kingsburg, Inc., a Delaware corporation (hereinafter sometimes referred to as the "Grantor" which word, unless the context clearly indicates otherwise, includes the Grantor's successors and/or assigns), for consideration paid, grants to the Town of Tilton, with a mailing address of 257 Main Street, Tilton, New Hampshire 03276-1207, acting through its Conservation Commission pursuant to New Hampshire RSA 36-A:4, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with QUITCLAIM covenants, in perpetuity, the following described Conservation Easement on land in the Town of Tilton, County of Belknap, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 exclusively for conservation purposes, namely:

1. To assure that the Property (as hereinafter defined) will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and

2. To preserve open spaces, for the enjoyment of the general public, and consistent with the clearly delineated Town of Tilton conservation policy, 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 in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources", to yield a significant public benefit in connection therewith.

All consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") with any and all buildings, structures and improvements thereon situated in the Town of Tilton, County of Belknap, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

The Property is not subject to homestead interests.

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

1. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety, and only subject to the restrictions set forth in Section 5 hereof.

BK 1468 PG 0071

C. No dwelling, tennis court, athletic fields, swimming pool, dock, aircraft landing strip, tower, mobile home or other structures or improvements of any kind shall be constructed, placed or introduced onto the Property except for ancillary structures or improvements such as roads, utilities, dams, fences, bridges or culverts, which only may be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site conservation uses and only so long as they are not detrimental to the purposes of this Easement.

i. Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the Property; the scenic views of and from the Property as viewed from public roads and trails; the historic and archaeological values of the Property; and conservation and habitat management on the Property.

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

i. Are commonly necessary in the accomplishment of the forestry, conservation, or habitat management uses of the Property; and

ii. Do not harm state or federally recognized rare 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. Are not detrimental to the purposes of this Easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the or conservation uses of the Property and not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation or extraction of rocks, minerals, gravel, sand, top soil or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of paragraphs A, C, D, or E above.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property except in connection with any improvements made pursuant to paragraphs A, C, D, or E above.

G. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

H. The Property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision approval or land use regulation process or in calculating allowable unit density.

2. RESERVED RIGHTS

A. Grantor reserves the right to create and maintain ponds or wetland areas for the purpose of fire protection, wetlands mitigation or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service, U.S. Army Corps of Engineers or other similar agency then active.

B. Grantor reserves the right to post against trespass, hunting and vehicles.

C. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in Section 2 of this easement that entail the expansion or upgrading of existing improvements on the Property or the creation of new improvements on the Property.

3. 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 maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement.

B. The Grantee shall have the right to post signs on the Property identifying it as land protected under the New Hampshire Land Conservation Investment Program.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property, and any transfer shall be subject to this Easement.

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

5. BENEFITS AND BURDENS

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

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee or its agent, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restorations, which are reasonably calculated to cure swiftly the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors, agent or assigns, may, after sixty (60) days written notice to Grantor, undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor or then owner, as the case may be, provided the said Grantor or then owner is determined to be directly or indirectly responsible for the breach.

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

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by any public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor shall, and the Grantee at its sole option may, act 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 damages (or proceeds) recovered shall be divided between them in proportion to the full and fair market values of the respective interest of the Grantor and Grantee in that part of the Property condemned immediately after the execution and delivery hereof taken as a proportion of the sum of said values. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantor or Grantee) who made the improvements. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

8. SEVERABILITY

A. If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. EXECUTORY INTEREST

A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice requesting such enforcement delivered by hand or by certified mail, return receipt requested, then the Society for the Protection of New Hampshire Forests shall have the right to petition the court to assume and exercise the authority and responsibilities of the Grantee under this Conservation Easement.

B. Upon court approval to exercise the aforesaid rights, the Society for the Protection of New Hampshire Forests must notify the Grantee by certified mail that such rights are being assumed and notice of the court order shall be recorded at the Belknap County Registry of Deeds.

The Grantee has reviewed this Conservation Easement and, finding it consistent with its conservation policies, agrees by accepting and recording this Conservation Easement for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Conservation Easement is delivered.

IN WITNESS WHEREOF, the Grantor has caused its duly authorized President to execute this Easement below on the 5th day of September, 1997.

R.R. KINGSBURG, INC.

By: *SP*
Scott Peters, Vice President.

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 5th day of September, 1997 by Scott Peters in his capacity as the V. P. of R.R. Kingsburg, Inc., on behalf of the corporation.

Mania T. Stewart
Notary Public
My Commission expires: 2.29.00



BK 1468 PG 0075

ACCEPTED: TOWN OF TILTON

By the Board of Selectmen

Victoria T. Virgin

Date: 10-7-97

Kenneth J. Money

Date: 10-7-97

Heber J. Feener

Date: 10-7-97

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

This 1st day of MAY, 1997 personally appeared VICTORIA VIRGIN,
KENNETH MONEY, and HEBER J. FEENER, as Selectmen of the Town of
Tilton, who acknowledged the foregoing to be their voluntary act and deed.

Before me,

Susanne E. Fecteau

Justice of the Peace/Notary Public

My Commission expires:

SUSANNE E. FECTEAU, Notary Public
My Commission Expires August 16, 2000



BK 1468 PG0076

APPENDIX A

A certain tract or parcel of land, as surveyed by William E. Turner, Sr., in June of 1983, situate in Tilton, County of Belknap, State of New Hampshire, known as Tax Parcel Number R22-17, bounded and described as follows:

Commencing on the Northerly line of Andrews Road at the southeast corner of the within-described tract; thence running South thirty-four (34) degrees twenty-nine (29) minutes thirty-one (31) seconds West along said road twenty five and sixty-three hundredths (25.63) feet to a pin; thence running North forty (40) degrees thirty-five (35) minutes forty (40) second West eighty-four and forty-seven hundredths (84.47) feet to a pin; thence running South forty-nine (49) degrees fourteen (14) minutes and ten (10) seconds West twenty-five and no hundredths (25.00) feet to a in; thence North forty (40) degrees forty-five (45) minutes fifty (50) seconds West one hundred fifty (150.00) feet to a pin; thence running South forty-nine (49) degrees fifteen (15) minutes twenty-eight (28) seconds West one hundred twenty-five and eighty hundredths (125.80) feet to a pin; thence running North forty (40) degrees fifty-eight (58) minutes twenty-four (24) seconds West one hundred ninety-four and no hundredths (194.00) feet to a pin; thence running South fifty-five (55) degrees ten (10) minutes fifty-eight (58) seconds West seventy-three and seventy-one hundredths (73.71) feet to a pin; thence running South seventy-nine (79)degrees two (02) minutes fifty-seven (57) seconds West one hundred and nine hundredths (100.09) feet to a pin; thence running North eighty-one (81) degrees twenty-one (21) minutes thirty-one (31) seconds West one hundred five and fifty-one hundredths (105.51) feet to a pin; thence running South seventy-five (75) degrees forty seven (47) minutes nineteen (19) seconds West seventy-nine and thirty-nine hundredths (79.39) feet to a pin; thence running South forty-six (46) degrees fifty (50) minutes forty-six (46) seconds West seventy-eight and eighty-hundredths (78.80) feet to a pin; thence running South forty (40) degrees forty-nine (49) minutes fifty-five (55) seconds West one hundred eighteen and thirteen hundredths (118.13) feet to a pin; thence running South forty-six (46) degrees twelve (12) minutes fifty-one (51) seconds West one hundred sixteen and fifty-seven hundreds (116.57) feet to a pin; thence running South forty-one (41) degrees fifty-eight (58) minutes twenty-one (21) seconds West one hundred forty-four and fifty-nine hundredths (144.59) feet to a pin; thence running South thirty-seven (37) degrees forty-five (45) minutes fifty-one (51) seconds West eighty-three and fifty-two hundredths (83.52) feet to a pin; thence running South twenty-five (25) degrees twenty-six (26) minutes thirty-two

BK 1468 PG 077

(32) seconds West two hundred sixty and six hundredths (260.06) feet to Johns Manville Road; thence running North fifty-four (54) degrees thirty four (34) minutes no (00) seconds West two hundred seventy-five and three hundredths (275.03) feet along said road; thence following the line of said road on a curve with a radius of one thousand four hundred seventy-seven and seventy-two hundredths (1,477.72) feet six hundred forth-one and seventeen hundredths (641.17) feet to a pin; thence running North five (05) degrees fifty-four (54) minutes no (00) seconds West one hundred fifty-six and forty-eight hundredths (156.48) feet to a pin in the line of Boston and Mine Corporation; thence running North along said Railroad land on a curve with a radius of two thousand eight hundred ninety-two and ninety-three hundredths (2,892.93) feet a distance of six hundred sixty and no tenths (660.0) feet to a pin; thence running South fifty-two (52) degrees eleven (11) minutes thirty-four (34) seconds each two hundred ninety-four hundredths (294.18) feet to a pin; thence running North forty-one (41) degrees forty-seven (47) minutes four (04) seconds East six hundred thirty and thirty-one hundredths (630.31) feet to a pin; thence turning and running South sixty-two (62) degrees twenty-six (26) minutes twenty-four (24) seconds East five hundred fifty-nine and sixty-nine hundredths (559.69) feet to a pin; thence running South forty (40) degrees fifty-seven (57) minutes twenty-six (26) seconds East one hundred nine and no hundredths (109.00) feet to a pin; thence running South forty (40) degrees fifty-eight (58) minutes forty-eight (48) seconds East forty-nine and seventy-seven hundredths (49.77) feet to a point; thence running South fifty-one (51) degrees twenty-six (26) minutes twenty (20) seconds West one hundred twenty-one and eighty-three hundredths (121.83) feet to a point; thence running South forty (40) degrees forty-six (46) minutes fifty (50) seconds East three hundred thirty and no hundredths (330.00) feet to a pin; thence running South seventy-seven (77) degrees fifty-seven (57) minutes fifty-seven (57) seconds East forty-one and thirty-six hundredths (41.36) feet to a pin; thence running South forty (40) degrees forty-six (46) minutes fifty (50) seconds East ninety-five and no hundredths (95.00) feet to the bound begun at.

Containing 23.931 acres, and subject to a right-of-way to Public Service Company of New Hampshire across the Southwest corner of said premises:

RECEIVED
Rachel M. Normandin
98 MAY -8 PM 7:40

REGISTRY OF DEEDS
BELKNAB COUNTY
Register