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SELECTMENS OFFICE - TILTON

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CONSERVATION EASEMENT DEED

~~RMD~~ Market Basket, Inc., a ~~MASSACHUSETTS~~ corporation with a principal place of business at 881 East Street, Tewksbury, County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the "Grantor," which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns), for consideration paid, with WARRANTY covenants, grants in perpetuity to Town of Tilton, a municipal corporation with a principal mailing address of 257 Main Street, Tilton, County of Belknap, State of New Hampshire, acting through its Conservation Commission pursuant to NH RSA 36-A:4, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon/being unimproved land situated on the westerly side of Interstate 93, in the Town of Tilton, County of Belknap, State of New Hampshire, with said Property and Easement more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

1. CONSERVATION PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

- A. To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Property so that the Property retains its natural qualities and functions; and
- B. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation values of the Property; and
- C. The preservation and conservation of wetlands vegetation, soils, hydrology and/or habitat.

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

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G. There shall be no 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.

3. **RESERVED RIGHTS**

INTENTIONALLY LEFT BLANK.

4. **NOTIFICATION OF TRANSFER, MAINTENANCE OR OTHER ACTIVITIES**

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property.

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

C. Except as otherwise specifically stated in this Easement, Grantor shall notify Grantee in writing 30 days before exercising any right reserved herein. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to evaluate the proposed activity with the purposes of this Easement.

5. **BENEFITS, BURDENS, AND ACCESS**

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

B. The Grantee shall have 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.

C. Members of the general public shall not have access to the Property for outdoor recreation and education activities.

6. **LEGAL REMEDIES OF GRANTEE**

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor 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 Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including, but not limited to, the Grantee's reasonable expenses, expert fees, court costs, and legal fees, shall be paid by Grantor, provided that Grantor is directly or primarily responsible for the breach.

D. 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, 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.

E. The Grantee and the Grantor 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 Easement.

F. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.

G. Grantee shall have the right to enforce this Easement by appropriate legal means and to obtain injunctive and other equitable relief against any violations, including without limitation, relief requiring restoration of the Property to its condition prior to the time of the violation, and shall be in addition to, and not limitation of, any other rights and remedies available to the Grantee.

H. Grantee, by its acceptance of this Easement, does not undertake any liability or obligation relating to the condition of the Property.

I. The then Commissioner of the New Hampshire Department of Environmental Services ("NHDES") shall have standing to seek mandamus or such other relief against Grantee and/or Grantor as may be necessary in the event Grantee and/or Grantor has not, in the Commissioner's opinion, taken steps necessary under this section to adequately preserve and protect the conservation purposes of this Easement.

7. COVENANTS TO "RUN WITH THE LAND"

A. The terms and conditions of this Easement shall run with the Property in perpetuity, and shall be enforceable against the Grantor or any other person or entity holding any interest in the Property.

B. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement. The Grantor agrees to execute any such instrument upon the Grantee's request.

C. The benefits of this Easement shall be in gross and the Grantee shall not assign them, except in the following instances and from time to time:

i. As a condition of any assignment, the Grantee requires that the conservation purposes of this Easement continue to be enforced, and

ii. The assignee, at the time of assignment, qualifies under Sections 501(c) (3) and 170(h) of the Internal Revenue Code of 1986 (as amended or replaced) and applicable regulations thereunder as an eligible donee to receive this Easement directly.

8. NOTICES

All notices, requests and other communications, required or permitted 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.

9. 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.

10. CONDEMNATION

A. The Grantor and the Grantee agree that the donation of this Easement gives rise to a real property right, immediately vested in the Grantee with a fair-market value that is equal to the proportionate value that this Easement, determined at the time of the gift, bears to the value of the unrestricted Property at that time. Such proportionate value of the Grantee's property right shall remain constant. Grantor's conveyance of any portion of the Property "subject to" this Easement will not entitle the Grantee to share in any proceeds of sale.

B. Notwithstanding the foregoing, if all or any part of the Property or any interest therein is taken by public authority under power of eminent domain and all or any part of the interests created by this Easement are thereby extinguished by act of public authority, then the owner(s) of the fee title shall be entitled to fifty percent (50%) of any award and the Grantee shall be entitled to fifty percent (50%) of such award, and such owner(s) and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

C. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

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

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.

This is a conveyance to the state, a state agency, a county, a city, a town and/or village district pursuant to NH RSA 78-B:2 and is exempt from the New Hampshire Real Estate Transfer Tax.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 21 day of Aug, 2002.

~~RMD~~ Market Basket, Inc., Grantor

[Signature]
Witness

BY: [Signature]

Its [Signature]
Duly Authorized

Date: 21 Aug 02

State of New Hampshire Massachusetts
County of [unclear], ss.

Personally appeared [Signature] the President of RMD Market Basket, Inc. this 21st day of August, 2002 and acknowledged the foregoing to be his/her voluntary act and deed.

Before me [Signature]
Notary Public

My commission expires: JAMES E CARTER, Notary Public
My Commission Expires January 31, 2003

ACCEPTED: Town of Tilton Conservation Commission

By: [Signature]
Title: member TCC
Duly Authorized

Date: 8/21/02

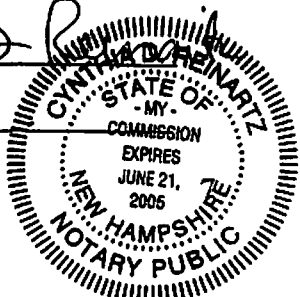
By: [Signature]
Title: Member TCC
Duly Authorized

Date: 8/21/02

State of New Hampshire
County of Belknap, ss.

Personally appeared Ben Wadleigh the member of the Town of Tilton Conservation Commission this 21 day of August, 2002 and acknowledged the foregoing on behalf of the Town of Tilton Conservation Commission.

Before me [Signature]
Notary Public
My commission expires: _____



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Appendix A

A certain parcel of land located west of Interstate 93 and north of U.S. Route 3 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 westerly side of Interstate 93 at a distance of one thousand nine hundred ninety feet, more or less, (1,990' +/-) north of the northerly side of U.S. Route 3 and being the southeast corner of the parcel hereinafter described; thence

- S 60°31'20" W a distance of six hundred and ninety four hundredths feet (600.94') to a point, the last course by land now or formerly of Market Basket, Inc.; thence
- N 18°27'01" W a distance of eight hundred seventy one and seventy five hundredths feet (871.75') to a point; thence
- N 71°48'03" E a distance of two hundred two and eighty seven hundredths feet (202.87') to a point, the last (2) courses by land now or formerly of Rodgers Development Co.; thence
- S 65°59'05" E a distance of two hundred eighty five and sixty hundredths feet (285.60') to a point; thence
- S 38°15'46" E a distance of four hundred six and eight hundredths feet (406.08') to a point; thence
- S 30°30'13" E a distance of one hundred eighty five and thirteen hundredths feet (185.13') to the point of beginning, the last (3) courses by Interstate 93.

The above described parcel of land contains 8.746 acres in the Town of Tilton, New Hampshire, and is shown as Conservation Easement on a certain Plan entitled "Easement Plan in Tilton NH", prepared for Market Basket, Inc., prepared by: Vanasse Hangen Brustlin, Inc., dated: June 20, 2002, to be recorded contemporaneous herewith at the Belknap County Registry of Deeds.

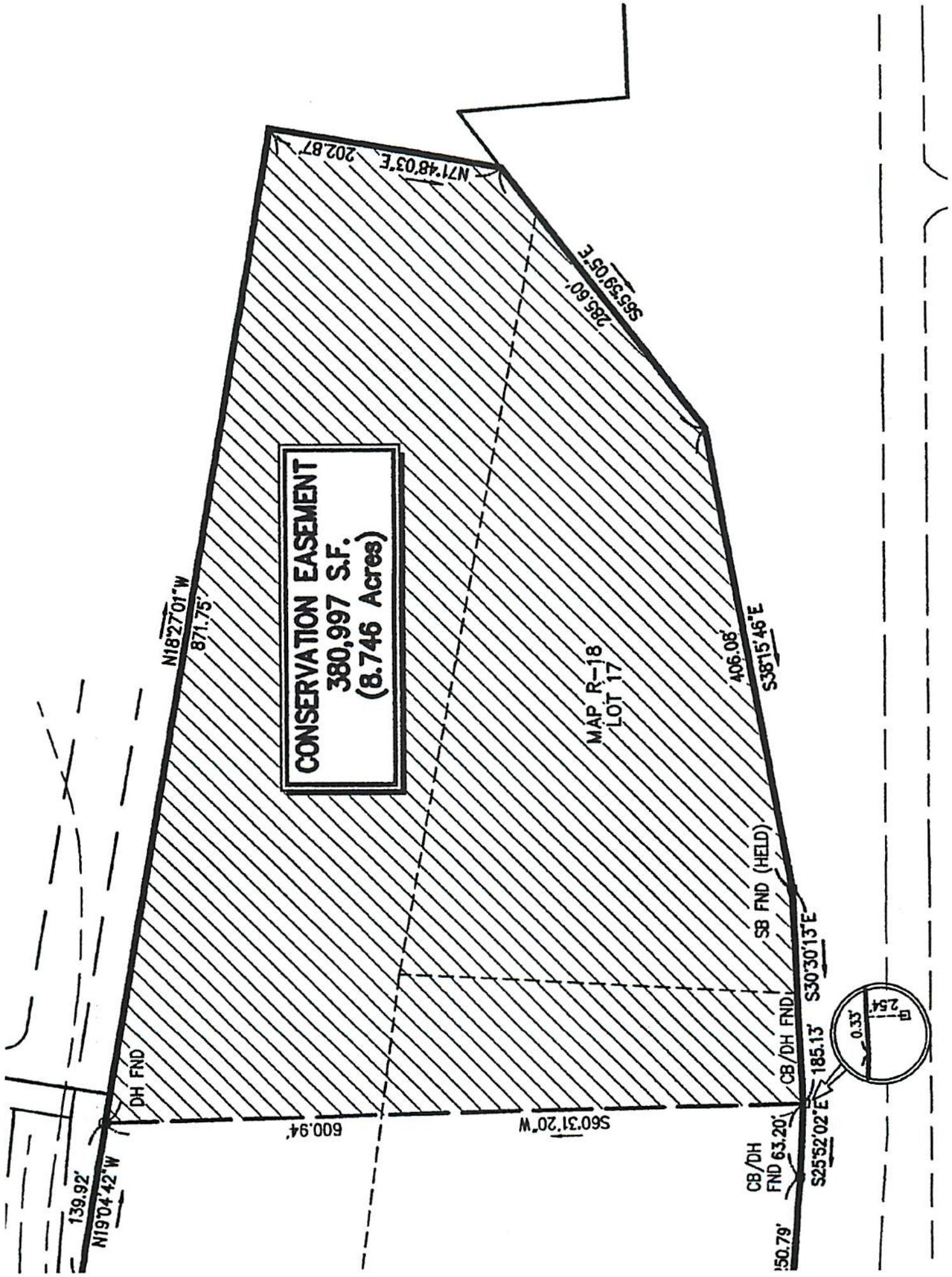
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2002 SEP 10 PM 1:49
Rachel M. Normandin
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

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CONSERVATION EASEMENT
380,997 S.F.
(8.746 Acres)

MAP R-18
LOT 17



139.92'
N19°04'42"W

DH FND

N18°27'01"W
871.75'

600.94'

S60°31'20"W

150.79'
CB/DH
FND 63.20'

CB/DH FND

S25°52'02"E 185.13'

S30°30'15"E

SB FND (HELD)

406.06'
S38°15'46"E

285.60'
S65°39'05"E

N71°48'03"E

202.87'

