



# New Hampshire Fish and Game Department

**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6500  
(603) 271-3421  
FAX (603) 271-1438

**www.WildNH.com**  
e-mail: info@wildlife.nh.gov  
TDD Access: Relay NH 1-800-735-2964

160 *WAC*

May 31, 2013

Her Excellency Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

## REQUESTED ACTION

1. Authorize the New Hampshire Fish and Game Department to accept warranty deed fee title transfer of three (3) properties, and a quitclaim deed transfer for one (1) property from The Nature Conservancy. No state funds were involved with the original purchase or the proposed transfer of these properties.

The three (3) fee interest transfers total 67.19 acres of high quality habitat land in the Great Bay region:

<u>Map #</u>	<u>Property Name</u>	<u>Town</u>	<u>Acres</u>	<u>Market Value</u>
1	Atherton	Newmarket	0.65	\$357,000.00
3	Case	Newfields	44.10	\$370,000.00
4	Patterson	Newfields	22.44	\$270,000.00

The one (1) Quitclaim Deed transfer totals 9.3 acres of high quality habitat land in the Great Bay region:

<u>Map #</u>	<u>Property Name</u>	<u>Town</u>	<u>Acres</u>	<u>Market Value</u>
2	Newsy 2	Durham	9.30	\$127,875.00

## EXPLANATION

The proposed warranty deed fee interest transfers and quitclaim deed transfer are the result of the successful collaborative conservation efforts of the New Hampshire Fish and Game Department (NHF&G), The Nature Conservancy and the other partners in the Great Bay Resource Protection Partnership. The Partnership is a group of organizations committed to protecting the important habitats of the in the 24-town Great Bay region of New Hampshire. The Partnership has undertaken a comprehensive, landscape scale approach to conservation and habitat protection. Habitat protection strategies are developed and implemented through the integration of scientific field studies and ongoing communication with local, regional, state, and national conservation representatives.

**REGION 1**  
629B Main Street  
Lancaster, NH 03584-3612  
(603) 788-3164  
FAX (603) 788-4823  
email: reg1@wildlife.nh.gov

**REGION 2**  
PO Box 417  
New Hampton, NH 03256  
(603) 744-5470  
FAX (603) 744-6302  
email: reg2@wildlife.nh.gov

**REGION 3**  
225 Main Street  
Durham, NH 03824-4732  
(603) 868-1095  
FAX (603) 868-3305  
email: reg3@wildlife.nh.gov

**REGION 4**  
15 Ash Brook Court  
Keene, NH 03431  
(603) 352-9669  
FAX (603) 352-8798  
email: reg4@wildlife.nh.gov

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
May 31, 2013  
Page 2

The Partnership began identifying significant habitat areas for protection in the Great Bay region in 1994. Utilizing federal grant and appropriation funds, as well as private donations, the Partnership, has protected 6,015 acres of critical habitat area from 1994 through January 2013. On behalf of the Partnership, The Nature Conservancy purchases properties in fee or purchases conservation easements, and typically transfers the fee or conservation easement interests to partner organizations. The Partnership's conservation work over the past nineteen years has received tremendous local support from the municipalities, and local and regional conservation organizations. The four (4) properties in this packet are located in three (3) municipalities and total 76.49 acres of high quality habitat. These properties have been identified as being of local, state and national importance. The properties link to existing conservation lands in the region and further the protection of a variety of natural resources.

The Requested Action identifies three (3) properties currently owned in fee by The Nature Conservancy to be transferred to NHF&G. These three (3) properties will be managed by the New Hampshire Fish and Game Department for a variety of purposes, including wildlife and waterfowl habitat, wetland protection and restoration, forestland, open space and public access. Also, one (1) property currently owned in fee by The Nature Conservancy to be transferred by Quitclaim Deed to NHF&G. The property was purchased by The Nature Conservancy as one of four parcels in 2002. The three other parcels have previously been transferred to NHF&G. This transfer will consolidate management of the property under NHF&G.

The market value of the fee interest currently held by The Nature Conservancy has been determined by appraisals for the transactions. Appraisals were completed by qualified independent appraisers, subject to federal standards and review. The total value is therefore estimated to be \$1,124,875.00.

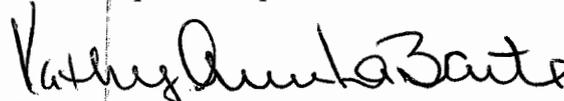
No state monies were used for the original acquisitions. The Nature Conservancy completed due diligence in accordance with applicable federal grant requirements and its own standard operating procedures, including performing title work, surveys, and environmental hazard assessments.

The enclosed map of the project area identifies the four (4) properties.

Respectfully submitted,



Glenn D. Normandeau, Executive Director  
New Hampshire Department Fish and Game



Kathy Ann Labonte  
Chief, Business Division

**STATE OF NEW HAMPSHIRE**

**Inter-Department Communication**

**DATE:** May 20, 2013

**FROM:** Evan J. Mulholland  
Assistant Attorney General

**AT (OFFICE)** Department of Justice  
Environmental Protection Bureau

**SUBJECT:** Atherton, Case and Patterson Deeds

**TO:** Richard Cook, Land Agent  
Fish & Game Department

---

I have reviewed and I approve for form and substance the deeds to the State from the Nature Conservancy for the Atherton, Case and Patterson parcels.

I will approve the deeds for execution once they are signed.



Evan J. Mulholland

**STATE OF NEW HAMPSHIRE**

**Inter-Department Communication**

**DATE:** May 31, 2013

**FROM:** Evan J. Mulholland  
Assistant Attorney General

**AT (OFFICE)** Department of Justice  
Environmental Protection Bureau

**SUBJECT:** Newsky Deed

**TO:** Richard Cook, Land Agent  
Fish & Game Department

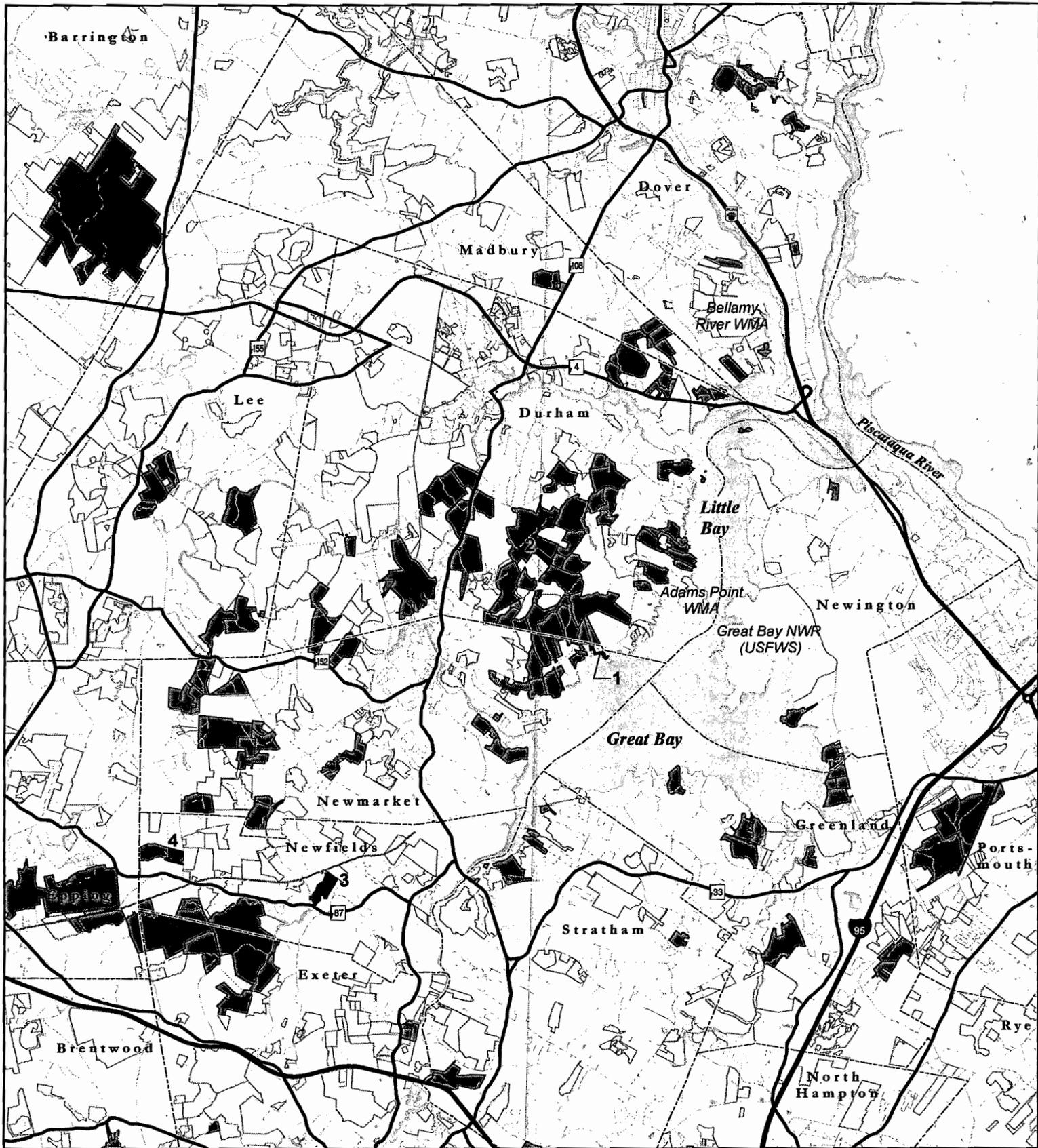
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I have reviewed and I approve for form and substance the deed to the State from the Nature Conservancy for the Newsky parcel in Durham.

I will approve the deeds for execution once they are signed.

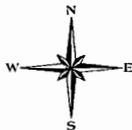


Evan J. Mulholland



## Great Bay Resource Protection Partnership Transferred Lands

-  Transfer to NH Fish & Game
-  GBRPP Lands
-  Other Conservation and Public Lands



0 1 2 Miles



Data Sources  
 Hydrology: GRANIT  
 Municipal Boundaries: GRANIT  
 Conservation and Public Lands:  
 GRANIT + TNC  
 Roads: NH DOT

All other data and map production:  
 The Nature Conservancy   
 New Hampshire Field Office  
 February, 2013

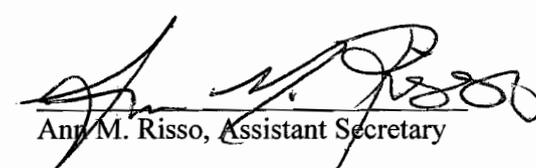
**CERTIFICATE OF AUTHORITY**

I, Ann M. Risso, DO HEREBY CERTIFY that on June 11, 2004 the Board of Governors of The Nature Conservancy, a nonprofit corporation incorporated under the laws of the District of Columbia having its principal office at 4245 North Fairfax Drive, Arlington, County of Arlington, Commonwealth of Virginia 22203, and having a New Hampshire Field Office at 22 Bridge Street, 4<sup>th</sup> Floor, Concord, New Hampshire 03301, appointed Kate T. Alen, now known as Kate Turner, as an Assistant Secretary of The Nature Conservancy.

I FURTHER CERTIFY that, as an Assistant Secretary, Kate Turner has been duly authorized to execute and deliver to the State of New Hampshire, acting by and through its Department of Fish and Game, the transfer documents described in Exhibit A attached hereto and such other legal documents as may be necessary or appropriate to effect such transfers.

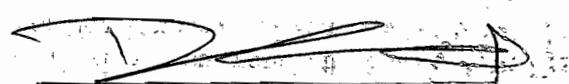
AND I FURTHER CERTIFY that The Nature Conservancy is currently a corporation in good standing under the laws of the District of Columbia, having filed, on record, all necessary required documents and reports as of this date, and is authorized to do business in the State of New Hampshire. A Certificate of Good Standing issued by the State of New Hampshire, Department of State is being provided under separate cover.

WITNESS my signature and seal of said corporation this 9<sup>th</sup> day of May, 2013.

  
Ann M. Risso, Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF SUFFOLK)

On this 9<sup>th</sup> day of May, 2013, before me, the undersigned notary public, personally appeared Ann M. Risso, to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document voluntarily for its stated purpose.

  
Notary Public  
My Commission Expires: 12/24/2015

**EXHIBIT A**

**Properties Transferred from  
The Nature Conservancy to  
The State of New Hampshire, Department of Fish and Game**

<u>Map #:</u>	<u>Property Name:</u>	<u>Town:</u>	<u>Acres:</u>	<u>Market Value:</u>
1	Atherton	Newmarket	0.65	\$357,000.00
2	Newsky 2	Durham	9.30	\$127,875.00
3	Case	Newfields	44.10	\$370,000.00
4	Patterson	Newfields	22.44	\$270,000.00

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATURE CONSERVANCY, a(n) District of Columbia nonprofit corporation, registered to do business in New Hampshire on January 9, 1984. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9<sup>th</sup> day of May, A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

NEW HAMPSHIRE FISH AND GAME COMMISSION MEETING

FISH AND GAME HEADQUARTERS, CONCORD, NH

JANUARY 16, 2002

MINUTES OF MEETING

Meeting Location: 2 Hazen Drive, Concord, NH 03301

Commissioners Present: D. Moquin, N. Russell, F. Clark, E. Hatch, R. Phillipson, T. Tichy, J. Jones, S. Hodges, and D. Ross

Commissioners Absent: D. Clarke

Fish and Game Director's Present: Executive Director Wayne E. Vetter, Assistant Director Daniel Lynch

Fish and Game Employees Present: Major Gray, Steve Perry, Judy Stokes, Steve Weber, Chuck Miner, Dick Cunningham, Ed Robinson, Kent Gustafson, Charlie Brown, Tracey Sweeney, Judy Silverberg, Pete Lester, and Tanya Croteau.

Commission Chair Moquin called the meeting to order at 9:34 a.m. with the pledge of allegiance and informed the audience that the public is entitled to attend all Commission meetings and when recognized by the Chairman, the public may speak on any item on the agenda except items for which a public hearing under RSA 541:A has been noticed and/or held, and or the period for public comment is open or has been closed.

Commission Recognized: Carl Rowell, Roger Bellerose, Mr. & Mrs. Garzillo, Henry Laramie, Dan Paul, Bob Milne, Mike Blaisdell, Bill Carney, Buck Mercier, Suzanne Fournier, and Charlie Thoits.

ACTION ITEMS

Commission Chair Moquin informed the audience that the Commission would be adhering to the 2-minute rules for the Public Comment portion of the meeting. This will allow for individuals to speak on topics in an adequate amount of time and allow for other to do the same. In addition to the public comment portion of the Commission Meeting, Commissioner Moquin stated that there are Liaison Meetings held every Tuesday night preceding the monthly Commission Meetings at NH Fish and Game Headquarters in Concord. This time allows for constituents to come and speak on topics for a lengthier amount of time and possibly more in depth. Comments may also be submitted in writing.

1. Commissioner Ross moved to accept the December minutes with minor modifications and Commissioner Hatch seconded. The vote was unanimous in the affirmative.
2. Commissioner Hatch moved to accept a donation in the amount of \$50.00 from the Plymouth Elementary School for the department's habitat management efforts and Commissioner Clark seconded. The vote was unanimous in the affirmative.
3. Commissioner Phillipson moved to accept three donations totaling \$150.00 as stated below in memory of Charles Tarbox and John Peterson and Commissioner Tichy seconded. The

... unanimous in the affirmative. Mike Blaisdell, former Chairman of the Fish and Game Commission, shared aloud some fond memories he had of these gentlemen and some of the hunting experiences that they shared. Commission Chair Moquin commended Mike on a great presentation and stated "it is pleasant to have such fond memories". In addition, Commissioner Moquin congratulated Mike on behalf of the entire Commission on his winning of a World Trap Shooting Championship.

#### HABITAT DONATIONS

\$50.00 in memory of Charles Tarbox (Keene) from Mr. & Mrs. John Peterson.

\$50.00 in memory of Charles Tarbox (Keene) from Theresa, Jake, and Mike Blaisdell.

\$50.00 in memory of John Peterson from Theresa, Jake, and Mike Blaisdell.

4. Commissioner Ross moved to authorize the expenditure of up to \$80,000 for the acquisition of 80 acres of salt marsh in Rye utilizing Waterfowl Conservation Funds and Ducks Unlimited Marsh Funds and Commissioner Hatch seconded. The vote was unanimous in the affirmative.

5. Commissioner Ross moved to accept lands and/or interests in lands acquired by the Great Bay Resource Protection Partnership within the Great Bay, Crommet Creek, Piscassic River, Lamprey River, Tuttle Swamp, and Great Bog Project Areas and Commissioner Hatch seconded. The vote was unanimous in the affirmative. Commissioner Hatch commended Ed Robinson on a great presentation and thanked him for providing informative information.

6. Commissioner Phillipson moved to accept a donation in the amount of \$400.00 from the City of Newburyport, Massachusetts for the Schoolyard Wildlife Habitat Workshop and Commissioner Russell seconded. The vote was unanimous in the affirmative. Judy Silverberg commended Marilyn Wyzga on her efforts in the workshop.

7. Kent Gustafson requested that the Commission and audience participate in the annual drawing for the winners of the Ruger and Thompson Center rifles from the participants of the deer hunters mail survey. Kent stated that the department obtains valuable information from these surveys such as hunter effort and species observations rates. The department received approximately 1,200 usable surveys in 2001. In addition, Kent thanked Ruger Arms and Thompson Center Arms, who have again donated weapons to reward these individuals who chose to participate in the survey. Audience members selected a number from the drawing box to determine the winners of weapons.

#### WINNERS

Ruger Rifle - #283

Thompson/Center Muzzleloader - #973 -

Richard L Moulton Jr., Lyman, NH

Michael J. Bisol, Atkinson, NH

#### INFORMATION ITEMS

1. Dick Cunningham provided the monthly financial statement. (see attached).

Director Vetter introduced employees of the front desk and licensing divisions and commended them for all their hard work and on an excellent job in handling the extremely long lines to purchase lifetime licenses during the holiday season. Director Vetter stated that these dedicated employees worked through their lunches, breaks, and stayed late on occasion in order to accommodate the public in an expedient and pleasant manner. Director Vetter reports that on December 31<sup>st</sup> alone, \$98,043 was reported for the sale of lifetime license. The Commission and audience applauded the individuals.

The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-B:2(I) it is exempt from the New Hampshire Real Estate Transfer Tax

Mail To:  
NH Fish and Game Department  
11 Hazen Drive  
Concord NH 03301

### **LIMITED WARRANTY DEED AND CONSERVATION RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, that THE NATURE CONSERVANCY, a nonprofit corporation organized under the laws of the District of Columbia and having its principal office at 4245 North Fairfax Drive, Arlington, County of Arlington, Commonwealth of Virginia 22203, and having a New Hampshire Field Office at 22 Bridge Street, 4<sup>th</sup> Floor, Concord, New Hampshire 03301 (“Grantor”), for consideration paid, grants to THE STATE OF NEW HAMPSHIRE acting by and through its FISH AND GAME DEPARTMENT, with an address of 11 Hazen Drive, Concord, County of Merrimack, State of New Hampshire 03301 (the “State”),

with LIMITED WARRANTY COVENANTS,

A certain parcel of land situated in the Town of Newmarket, County of Rockingham, State of New Hampshire, containing 0.65 acres, more or less, more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”).

Otherwise meaning and intending to describe and convey the same premises conveyed to Grantor by Warranty Deed of Bruce A. Atherton, Jr. dated December 21, 2010 and recorded at Book 5178, Page 0505 in the Rockingham County Registry of Deeds.

The Property was acquired with funds provided by the National Oceanic and Atmospheric Administration (“NOAA”) pursuant to a grant agreement between NOAA and the Grantor, Award Number NA10NOS4630119 (the “Award”). Notice of the Award is recorded at Book 5178, Page 0507 in the Rockingham County Registry of Deeds. Title to the Property shall vest in the Grantee subject to the “use” and “disposition” instructions from NOAA or its successor agencies when the Property is no longer needed for the purposes of the Award. The Grantee must obtain the approval of NOAA or its successor agencies before disposing of or encumbering its interests in the Property.

This conveyance is also made subject to the following restrictions, which shall run with the land and be enforceable as permanent conservation restrictions, as defined in NH RSA 477:45-47, for the benefit of The Nature Conservancy and its successors and assigns:

The following activities are prohibited:

1. the manipulation of water levels and filling or dredging of wetlands, except to restore the Property to its natural condition, to construct permitted roads and trails, and for conservation and wildlife habitat management purposes;
2. (i) the placement or construction of new structures, unless such structures are used solely for conservation, forestry, wildlife habitat management and/or outdoor education purposes and are consistent with the purposes stated below, and (ii) the use of any existing structures other than for wildlife habitat management, outdoor recreation and education purposes;
3. the placement or construction of docks or boat launches;
4. the building of trails, except for conservation, wildlife habitat management, outdoor recreation and education purposes; and
5. the building of roads, except for forestry, conservation, wildlife habitat management or outdoor education purposes.

These restrictions serve the following purposes:

1. Assuring that the Property will be retained in perpetuity in its scenic, forested, wetland and open space condition;
2. Protecting and conserving the native biological diversity of the Great Bay watershed, including any rare plants and animals, exemplary natural communities, wetlands, waterfowl and migratory bird habitat, and other significant wildlife habitats on the Property; and
3. Protecting and conserving the wetlands and/or forest lands of which the Property consists and the wildlife habitat thereon.

This conveyance is subject to all easements, restrictions, rights, and encumbrances of record and to any facts, rights, interests, or claims that are not shown by the public records.

Notwithstanding the foregoing, in making this conveyance Grantor hereby covenants that the Property is free and clear from any encumbrance done or suffered by Grantor, and that Grantor will warrant and defend the title to the Property unto the State and its successors and assigns forever against the lawful claims and demands of all persons claiming by, under or through Grantor.

By acceptance of this deed the State agrees to maintain the Property in its open and undeveloped state and to protect all threatened, rare or endangered species or natural communities found on the Property. The conservation restrictions set forth above shall burden the Property in perpetuity and shall be binding upon the State and its successors and assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

THE NATURE CONSERVANCY

By: \_\_\_\_\_  
Kate Turner  
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF SUFFOLK) SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared Kate Turner, Assistant Secretary of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that she signed such document voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public (Seal)  
My Commission Expires:

Accepted by the State of New Hampshire on this \_\_\_\_ day of \_\_\_\_\_, 2013:

\_\_\_\_\_  
Glenn Normandeau, Executive Director  
New Hampshire Fish and Game Department

Approved as to form, substance, and execution on this \_\_\_\_ day of \_\_\_\_\_, 2013:

\_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A**  
**Property Description**

A certain tract or parcel of land situated in the Town of Newmarket, County of Rockingham, State of New Hampshire, shown as Lot 24 (formerly known as Lots 12 and 13 on a Plan known as the "Bean Plan" recorded at the Rockingham County Registry of Deeds as Plan #D-14249) on a plan entitled "Plan of Land for Estate of Bruce A. Atherton, Sr., to The Nature Conservancy" prepared by Doucet Survey Inc., dated October 12, 2010 and recorded as Plan #D-36665 in the Rockingham County Registry of Deeds (the "Plan"), more particularly described as follows:

Beginning at a point N 00° 03' 03" E 0.49 feet from a granite bound at land now or formerly of The Nature Conservancy, thence N 74° 45' 00" E for a distance of 83.08 feet to a point N 04° 07' 26" E 1.03 feet from a granite bound; thence along a curve to the right with a radius of 60 feet and a length of 92.50 feet to a point N 36° 26' 28" E 0.86 feet from a granite bound; thence S 16° 55' 00" E for a distance of 244.59 feet to a point N 73° 03' 00" E 1.00 foot to a granite bound; thence S 73° 05' 00" W for a distance of 15.4 feet, more or less, to the mean high water line of Great Bay; thence along the shoreline of Great Bay 280 feet +/- (with a tie line of N 56° 42' 57" W for a distance of 267.83 feet) to a point on the shoreline located 19.0 feet, more or less, from a granite bound lying on a bearing of N 00° 11' 03" E from said point, said granite bound marking the end of the aforementioned tie line; thence turning to the right and running N 00° 11' 03" E from the edge of the shoreline a distance of 19.0 feet to said granite bound; thence continuing N 00° 11' 03" E for a distance of 105.89 feet to the point of beginning.

Containing 0.65 acres, more or less.

Also included in this conveyance are any rights, title and interest in and to all private roads servicing the above-described premises.



The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-B:2(I) it is exempt from the New Hampshire Real Estate Transfer Tax

Mail To:  
NH Fish and Game Department  
11 Hazen Drive  
Concord NH 03301

## LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that THE NATURE CONSERVANCY, a nonprofit corporation organized under the laws of the District of Columbia and having its principal office at 4245 North Fairfax Drive, Arlington, County of Arlington, Commonwealth of Virginia 22203, and having a New Hampshire Field Office at 22 Bridge Street, 4<sup>th</sup> Floor, Concord, New Hampshire 03301 ("Grantor"), for consideration paid, grants to THE STATE OF NEW HAMPSHIRE acting by and through its FISH AND GAME DEPARTMENT, with an address of 11 Hazen Drive, Concord, County of Merrimack, State of New Hampshire 03301 (the "State"),

with LIMITED WARRANTY COVENANTS,

Three (3) certain parcels of land situate in the Town of Newfields, County of Rockingham, State of New Hampshire, containing 44.1 acres, more or less, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

Otherwise meaning and intending to describe and convey the same premises conveyed to Grantor by Fiduciary Deed of Joseph M. Case, Administrator of the Estate of Leslie C. Case, dated December 2, 2011 and recorded at Book 5271, Page 2091 in the Rockingham County Registry of Deeds.

The Property was acquired with funds provided in part by the National Oceanic and Atmospheric Administration ("NOAA") pursuant to a grant agreement between NOAA and the Grantor, Award Number NA10N054630119 (the "Award"). Notice of the Award is recorded at Book 5271, Page 2107 in the Rockingham County Registry of Deeds. Title to the Property shall vest in the Grantee subject to the "use" and "disposition" instructions from NOAA or its successor agencies when the Property is no longer needed for the purposes of the Award. The Grantee must obtain the approval of NOAA or its successor agencies before disposing of or encumbering its interests in the Property.

The Property was also acquired in part with North American Wetlands Conservation Fund funds, pursuant to a grant agreement between the U.S. Fish and Wildlife Service and the Grantor, Award Number VA-N431A. Title to the Property shall vest in the State, and its successors in

title, subject to the conditions of said Grant Agreement as they affect the Property, including ensuring the long term conservation of the Property and obtaining the consent of the U.S. Fish and Wildlife Service prior to the conveyance of any interest therein other than the conveyance of an interest in the Property to a member of the Great Bay Resource Protection Partnership. Notice of said Grant Requirement is recorded at Book 5271, Page 2114 in the Rockingham County Registry of Deeds.

This conveyance is also made subject to the following restrictions, which are set forth in a Deed of Conservation Restrictions from The Nature Conservancy to the Town of Newfields, a municipality with its principal place of business at 65 Main Street, Newfields, New Hampshire 03856, recorded December 16, 2011 at Book 5271, Page 2098 in the Rockingham County Registry of Deeds. These restrictions shall run with the land and be enforceable as permanent conservation restrictions, as defined in NH RSA 477:45-47, for the benefit of the Town of Newfields and its successors and assigns:

The following activities are prohibited:

1. the manipulation of water levels and filling or dredging of wetlands, except to restore the Property to its natural condition, to construct permitted roads and trails, and for conservation and wildlife habitat management purposes;
2. the discharge of wastewater;
3. (i) the placement or construction of new structures, unless such structures are used solely for conservation, wildlife habitat management and/or outdoor education purposes and are consistent with the purposes stated below (specifically including the right to construct a new gravel or other pervious substrate parking area adjacent to Piscassic Road or the driveway into the Property ), and (ii) the use of any existing structures other than for wildlife habitat management, outdoor recreation and education purposes;
4. the placement or construction of docks or boat launches;
5. the building of trails, except for conservation, wildlife habitat management, outdoor recreation and education purposes; and
6. the building of roads, except for conservation, wildlife habitat management or outdoor education purposes.

The restrictions set forth herein serve the following purposes:

1. Assuring that the Property will be retained in perpetuity in its scenic, forested, wetland and open space condition;
2. Protecting and conserving the native biological diversity of the Great Bay and Piscataqua River watershed, including any rare plants and animals, exemplary natural communities, wetlands, waterfowl and migratory bird habitat, and other significant wildlife habitats on the Property; and
3. Protecting and conserving the wetlands, shoreland, and forest lands of which the Property consists and of the wildlife habitat thereon.

This conveyance is subject to all easements, restrictions, rights, and encumbrances of record and to any facts, rights, interests, or claims that are not shown by the public records.

Notwithstanding the foregoing, in making this conveyance Grantor hereby covenants that the Property is free and clear from any encumbrance done or suffered by Grantor, and that Grantor will warrant and defend the title to the Property unto the State and its successors and assigns forever against the lawful claims and demands of all persons claiming by, under or through Grantor.

By acceptance of this deed the State agrees to maintain the Property in its open and undeveloped state and to protect all threatened, rare or endangered species or natural communities found on the Property.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

THE NATURE CONSERVANCY

By: \_\_\_\_\_  
Kate Turner  
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF SUFFOLK) SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared Kate Turner, Assistant Secretary of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that she signed such document voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public (Seal)  
My Commission Expires:

Accepted by the State of New Hampshire on this \_\_\_\_ day of \_\_\_\_\_, 2013:

\_\_\_\_\_  
Glenn Normandeau, Executive Director  
New Hampshire Fish and Game Department

Approved as to form, substance, and execution on this \_\_\_\_ day of \_\_\_\_\_, 2013:

\_\_\_\_\_  
Assistant Attorney General

Approved by the New Hampshire Governor and Executive Council:

Approval Date: \_\_\_\_\_ Item # \_\_\_\_\_

**EXHIBIT A**  
**Property Description**

**TRACT I:**

A certain tract or parcel of land situated in the Town of Newfields, County of Rockingham and State of New Hampshire, consisting of a 43.1-acre parcel shown on a plan entitled "Subdivision Plan, Land of Estate of Leslie C. Case for The Nature Conservancy", dated May 27, 2011 and last revised on July 19, 2011 (the "Plan") and recorded herewith at the Rockingham County Registry of Deeds, shown as Lot 12-1 on the Plan, and more particularly described as follows:

Beginning at a drill hole on the northeasterly side of Route 87 (Piscassic Road), thence along Route 87, N 42° 43' 19" W for a distance of 27 +/- feet to the centerline of the Piscassic River;

thence along the centerline of the Piscassic River in a generally northerly and easterly direction a distance of 2915 +/- feet to land of the State of New Hampshire, with the following tie lines: N 08° 17' 25" W a distance of 489.40 feet; N 22° 37' 44" E a distance of 240.50 feet; and N 46° 12' 55" E a distance of 2035.90 feet;

thence N 84°00'45" E a distance of 43 feet+/- to a point at land of Evergreen Estates, LLC;

thence along said land of Evergreen Estates, LLC the following ten courses:

S 39°13'30" E a distance of 100.26 feet to a 5/8" re-bar;

S 39°13'30" E a distance of 100.00 feet to a tree with barbed wire;

S 37°55'51" E a distance of 171.06 feet to a tree with barbed wire;

S 39°15'19" E a distance of 85.55 feet to a tree with barbed wire;

S 41°03'22" E a distance of 41.67 feet to a tree with barbed wire;

S 33°26'43" E a distance of 30.57 feet to a stone wall;

S 39°30'38" E along said stone wall a distance of 105.78 feet to a drill hole;

S 67°52'52" E along said stone wall a distance of 15.69 feet to a drill hole;

S 41°51'14" E along said stone wall a distance of 182.61 feet to a drill hole at the end of the stone wall;

S 38°39'16" E a distance of 191.63 feet to a drill hole in a corner of a stone wall at land of Labrie;

thence along said stone wall and land of Labrie, S 44°59'22" W a distance of 83.17 feet to a drill hole;

thence continuing along said stone wall and land of Labrie, S 46°47'35" W a distance of 130.15 feet to a drill hole at land of Connor;

thence along said stone wall and land of Connor, S 43°43'33" W a distance of 139.00 feet to a drill hole;

thence continuing along said stone wall and land of Connor, S 45°02'43" W a distance of 114.65 feet to a drill hole;

thence continuing along said stone wall and land of Connor, S 50°41'20" W a distance of 34.42 feet to a drill hole at the end of the stone wall;

thence continuing along land of said Conner, S 46°39'00" W a distance of 249.48 feet to a drill hole in a stone wall;

thence along said stone wall and land of Connor, S 46°04'27" W a distance of 69.02 feet to a drill hole;

thence continuing along said stone wall and land of Connor, S 42°35'14" W a distance of 30.70 feet to a drill hole;

thence continuing along said stone wall and land of Connor, S 47°20'01" W a distance of 22.66 feet to a drill hole at land of Stark;

thence along said stone wall and land of Stark, S 48°06'02" W a distance of 132.61 feet to a drill hole;

thence continuing along said stone wall and land of Stark, S 45°50'45" W a distance of 100.11 feet to a drill hole;

thence continuing along said stone wall and land of Stark, S 42°03'24" W a distance of 47.26 feet to a drill hole at land of Pleadwell Revocable Trust of 1994;

thence along said stone wall and land of said Pleadwell Trust, S 41°49'13" W a distance of 145.94 feet to a drill hole at the end of the stone wall;

thence along land of said Pleadwell Trust, S 39°37'43" W a distance of 132.39 feet to a drill hole in a stone wall;

thence along said stone wall and land of said Pleadwell Trust, S 23°15'59" W a distance of 74.60 feet to a drill hole at land of Bacon;

thence along said stone wall and land of Bacon, S 22°38'09" W a distance of 75.72 feet to a drill hole at "Proposed Lot 12", as shown on the Plan;

thence along said "Proposed Lot 12" the following seven courses:

N 76°00'00" W a distance of 188.00' feet to a 5/8" re-bar;  
N 01°51'28" W a distance of 231.04 feet to a drill hole;  
N 71°00'00" W a distance of 201.68 feet to a drill hole;  
S 19°00'00" W a distance of 349.21 feet to a 5/8" re-bar;  
S 69°00'00" W a distance of 305.00 feet to a 5/8" re-bar;  
S 28°00'00" W a distance of 160.00 feet to a 5/8" re-bar;  
S 84°00'00" W a distance of 160.00 feet to the drill hole at the point of beginning.

The above-described Lot 12-1 is hereby conveyed together with a right of way over Proposed Lot 12, as shown on the Plan and labeled "Proposed Pedestrian Access Easement in favor of Lot 12-1" described as follows:

Beginning at a drill hole on the northeasterly side of Route 87 (Piscassic Road), thence N 84° 00' 00" E a distance of 60.00 feet to a 5/8" rebar; thence S 20° 38' 20" W a distance of 53.80 feet to a 5/8" rebar at Route 87; thence along Route 87, N 42° 43' 19" W for a distance of 60.00 feet to the point of beginning.

The Grantee shall have all rights of private and public pedestrian access over the above-described easement area in perpetuity and the easement shall run with the land.

The above-described Lot 12-1 is also hereby conveyed together with a 20 foot wide access easement over the existing driveway (the "Driveway Easement") shown on the Plan as "Proposed 20' Wide Access Easement in Favor of Lot 12-1", described as follows:

Beginning on the northeasterly side of Route 87 (Piscassic Road) thence running in a generally easterly and northerly direction along the existing paved driveway through "Proposed Lot 12" to proposed Lot 12-1 a total length of approximately 400 feet.

The purpose of the Driveway Easement is to provide access and egress to and from the land of the Grantee for property management, monitoring, forest and habitat management, and other purposes consistent with the conservation uses and activities of the Grantee and to provide public pedestrian and vehicular access to proposed Lot 12-1. No part of the Driveway Easement may be used for parking by the public other than as a means of access to a parking lot located on Lot 12-1. Neither the Nature Conservancy, as the Grantor herein, nor its immediate predecessor in title, Joseph M. Case, Administrator of the Estate of Leslie C. Case, shall be liable for any injury or damages suffered by the Grantee or the public in connection with their use of the Driveway Easement granted herein.

The State of New Hampshire acting by and through its Fish and Game Department (the "Department"), as Grantee herein and as owner henceforth of Lot 12-1, on its own behalf and on behalf of its successors and assigns, hereby acknowledges and agrees to the following terms and

conditions concerning the Driveway Easement (referred to herein as the “Common Driveway Agreement”), as set forth in the Fiduciary Deed referred to on the first page hereof:

- (1) The Department shall have no responsibility for maintaining and keeping in good repair the common driveway, including without limitation, grading, paving, repairing, snow plowing and associated winter and other maintenance, for so long as Department is using the common driveway solely for routine, low impact property management purposes and public pedestrian access; and
- (2) In the event that the Department increases its use of the common driveway (e.g., public vehicular access to a parking area located on Lot 12-1 or use of heavy equipment for property management), the Department shall be responsible for its proportionate share of the above-described maintenance and repair costs, based on the area of Driveway Easement affected and duration of such increase in use.

The terms and conditions of this Common Driveway Agreement shall run with and bind the affected lots unless and until a written agreement stating otherwise, signed and acknowledged by the then-owners of Lots 12 and 12-1, is recorded at the Rockingham County Registry of Deeds.

**TRACT II – “Mill Area” (Tax Map 209, Lot 14):**

A certain tract or parcel of land situated in the Town of Newfields, County of Rockingham, State of New Hampshire, consisting of a 36,000 square foot area labeled “Tax Map 209, Lot 14” on the Plan, and more particularly described as follows:

Beginning at a 5/8” re-bar on the easterly side of Halls Mill Road in the Town of Newfields, County of Rockingham, State of New Hampshire, said point being the northwesterly corner of the area herein described and the southwesterly corner of land now or formerly of the Gary W. Blake 2001 Revocable Trust;

thence along a stone wall and land of said Blake Trust, N 87°33'53” E a distance of 90.00 feet to a drill hole;

thence continuing along said stone wall and land of said Blake Trust, S 87°13'56” E a distance of 62.21 feet to a drill hole;

thence continuing along land of said Blake Trust, S 87°13'56” E a distance of 30 feet +/- to a the centerline of the Piscassic River;

thence along the centerline of the Piscassic River in a generally southwesterly direction, 245 feet +/- to a point at land now or formerly of Littlefield (with a tie line of S 22° 37' 44” W a distance of 240.50 feet);

thence N 82°30'43” W a distance of 45 feet +/- to a drill hole in a stone wall;

thence along said stone wall and land of Littlefield, N 82°46'08" W a distance of 50.60 feet to a drill hole;

thence continuing along said stone wall and land of Littlefield, N 87° 33' 38" W a distance of 24.00 feet to a drill hole;

thence continuing along said stone wall and land of Littlefield, S 62° 07' 18" W a distance of 16.60 feet to a drill hole;

thence continuing along said stone wall and land of Littlefield, S 43° 36' 50" W a distance of 7.01 feet to a drill hole at Halls Mill Road;

thence along Halls Mill Road, N 08° 34' 32" E a distance of 229.17 feet to the 5/8" re-bar at the point of beginning.

Being the same premises described in a deed recorded in the Rockingham County Registry of Deeds at Book 4562, Page 1843, no matter how otherwise described.

**TRACT III - Island Area:**

A certain tract or parcel of land situated in the Town of Newfields, County of Rockingham, State of New Hampshire, consisting of a 0.2 acre area labeled "Ownership Undetermined" on the Plan, and more particularly described as follows:

Beginning at a point in the centerline of the Piscassic River, southerly and adjacent to the former rail road bed now owned by the State of New Hampshire in the Town of Newfields, County of Rockingham, State of New Hampshire, said point being the northwesterly corner of the area herein described; thence along said land of the State of New Hampshire in an easterly direction, 145'+/- to a the centerline of the Piscassic River; thence along the centerline of the Piscassic River in a generally southerly, westerly and then northerly direction, 290' feet +/- to the point of beginning.



The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-B:2(I) it is exempt from the New Hampshire Real Estate Transfer Tax

Mail To:  
NH Fish and Game Department  
11 Hazen Drive  
Concord NH 03301

### **LIMITED WARRANTY DEED AND CONSERVATION RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, that THE NATURE CONSERVANCY, a nonprofit corporation organized under the laws of the District of Columbia and having its principal office at 4245 North Fairfax Drive, Arlington, County of Arlington, Commonwealth of Virginia 22203, and having a New Hampshire Field Office at 22 Bridge Street, 4<sup>th</sup> Floor, Concord, New Hampshire 03301 ("Grantor"), for consideration paid, grants to THE STATE OF NEW HAMPSHIRE acting by and through its FISH AND GAME DEPARTMENT, with an address of 11 Hazen Drive, Concord, County of Merrimack, State of New Hampshire 03301 (the "State"),

with LIMITED WARRANTY COVENANTS,

A certain parcel of land situated in the Town of Newfields, County of Rockingham, State of New Hampshire, consisting of 22.44 acres, more or less,, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

Otherwise meaning and intending to describe and convey the same premises conveyed to Grantor by Warranty Deed of Leslie A. Patterson and Betty J. Patterson dated December 22, 2011 and recorded at Book 5273, Page 1655 in the Rockingham County Registry of Deeds.

The Property was acquired with funds provided in part by the National Oceanic and Atmospheric Administration ("NOAA") pursuant to a grant agreement between NOAA and the Grantor, Award Number NA10NOS4630119 (the "Award"). Notice of the Award is recorded at Book 5273, Page 1657 in the Rockingham County Registry of Deeds. Title to the Property shall vest in the Grantee subject to the "use" and "disposition" instructions from NOAA or its successor agencies when the Property is no longer needed for the purposes of the Award. The Grantee must obtain the approval of NOAA or its successor agencies before disposing of or encumbering its interests in the Property.

The Property was also acquired in part with North American Wetlands Conservation Fund funds, pursuant to a grant agreement between the U.S. Fish and Wildlife Service and the Grantor,

Award Number VA-N431A. Title to the Property shall vest in the State, and its successors in title, subject to the conditions of said Grant Agreement as they affect the Property, including ensuring the long term conservation of the Property and obtaining the consent of the U.S. Fish and Wildlife Service prior to the conveyance of any interest therein other than the conveyance of an interest in the Property to a member of the Great Bay Resource Protection Partnership. Notice of said Grant Requirement is recorded at Book 5273, Page 1660 in the Rockingham County Registry of Deeds.

This conveyance is also made subject to the following restrictions, which shall run with the land and be enforceable as permanent conservation restrictions, as defined in NH RSA 477:45-47, for the benefit of The Nature Conservancy and its successors and assigns:

The following activities are prohibited:

1. the manipulation of water levels and filling or dredging of wetlands, except to restore the Property to its natural condition, to construct permitted roads and trails, and for conservation and wildlife habitat management purposes;
2. (i) the placement or construction of new structures, unless such structures are used solely for conservation, forestry, wildlife habitat management and/or outdoor education purposes and are consistent with the purposes stated below, and (ii) the use of any existing structures other than for wildlife habitat management, outdoor recreation and education purposes;
3. the placement or construction of docks or boat launches;
4. the building of trails, except for conservation, wildlife habitat management, outdoor recreation and education purposes; and
5. the building of roads, except for forestry, conservation, wildlife habitat management or outdoor education purposes.

These restrictions serve the following purposes:

1. Assuring that the Property will be retained in perpetuity in its scenic, forested, wetland and open space condition;
2. Protecting and conserving the native biological diversity of the Great Bay watershed, including any rare plants and animals, exemplary natural communities, wetlands, waterfowl and migratory bird habitat, and other significant wildlife habitats on the Property; and
3. Protecting and conserving the wetlands and/or forest lands of which the Property consists and the wildlife habitat thereon.

This conveyance is subject to all easements, restrictions, rights, and encumbrances of record and to any facts, rights, interests, or claims that are not shown by the public records.

Notwithstanding the foregoing, in making this conveyance Grantor hereby covenants that the Property is free and clear from any encumbrance done or suffered by Grantor, and that Grantor

will warrant and defend the title to the Property unto the State and its successors and assigns forever against the lawful claims and demands of all persons claiming by, under or through Grantor.

By acceptance of this deed the State agrees to maintain the Property in its open and undeveloped state and to protect all threatened, rare or endangered species or natural communities found on the Property. The conservation restrictions set forth above shall burden the Property in perpetuity and shall be binding upon the State and its successors and assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

THE NATURE CONSERVANCY

By: \_\_\_\_\_  
Kate Turner  
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF SUFFOLK) SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared Kate Turner, Assistant Secretary of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that she signed such document voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public (Seal)  
My Commission Expires:

Accepted by the State of New Hampshire on this \_\_\_\_ day of \_\_\_\_\_, 2013:

\_\_\_\_\_  
Glenn Normandeau, Executive Director  
New Hampshire Fish and Game Department

Approved as to form, substance, and execution on this \_\_\_\_ day of \_\_\_\_\_, 2013:

\_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A**  
**Property Description**

A certain tract or parcel of land situated in the Town of Newfields, County of Rockingham, State of New Hampshire, consisting of 22.44 acres, more or less, shown on a plan entitled "Plan of Land of Leslie and Betty Patterson Prepared for The Nature Conservancy, Tax Map 213, Lot 1.1, Bald Hill Road, Town of Newfields, County of Rockingham, State of New Hampshire" dated November 30, 2011 prepared by McEneaney Survey Associates, Inc., recorded at the Rockingham County Registry of Deeds as Plan #D-37067, and more particularly described as follows:

Beginning at a drill at the end of a stonewall on the westerly sideline of said Bald Hill Road, said drill hole also being at the northeast corner of land now or formerly of Velma E. Hansen Trust 1998; thence, running along land of said Hansen Trust, N 76° 17' 12" W a distance of 1340.78 feet to an iron pipe at land now or formerly of Fred Perkuhn; thence, turning and running along land of said Perkuhn N 02° 36' 36" E a distance of 183.00 feet to an iron pipe at the centerline of an unnamed brook on the southerly line of land now or formerly of The Nature Conservancy; thence turning and running in a northeasterly direction along the centerline of said brook 342± feet, more or less, along a tie line of N 83° 53' 35" E and a distance of 324.79 feet to a point at the southeast corner of land of said Nature Conservancy; thence, turning and running along land of said Nature Conservancy N 06° 22' 37" W a distance of 671.00 feet to a blazed triple 8" maple tree at land now or formerly of Christopher and Susan Hutchins; thence, turning and running along land of said Hutchins S 74° 44' 21" E a distance of 212.43 feet to a blazed 30" pine tree at the southwest corner of land now or formerly of Norman and Debora Martineau; thence, S 74° 55' 41" E a distance of 251.12 feet to a 27" pine stump; thence, running S 74° 50' 46" E a distance of 57.19 feet to an iron rod at the southwest corner of land now or formerly of John Marshall; thence, continuing along land of said Marshall S 74° 50' 46" E a distance of 262.10 feet to a blazed 22' pine tree; thence, continuing along land of said Marshall S 75° 22' 28" E a distance of 267.90 feet to a blazed 10' maple tree at the southeast corner of land of said Marshall on the westerly sideline of Bald Hill Road; thence, turning and running along said Bald Hill Road S 01° 29' 38" E a distance of 667.54 feet to an iron rod; thence turning and running S 87° 02' 22" W a distance of 100.00 feet to an iron rod; thence, turning and running S 02° 57' 37" E a distance of 140.00 feet to an iron rod; thence, turning and running N 87° 02' 22" E a distance of 100.00 feet to an iron rod at the westerly sideline of said Bald Hill Road; thence turning and running along said Bald Hill Road S 02° 57' 47" E a distance of 122.77 feet to the drill hole at the point of beginning.



The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-B:2(I) it is exempt from the New Hampshire Real Estate Transfer Tax

Mail To:  
NH Fish and Game Department  
11 Hazen Drive  
Concord NH 03301

## **QUITCLAIM DEED AND CONSERVATION RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS THAT THE NATURE CONSERVANCY, a nonprofit corporation organized under the laws of the District of Columbia and having its principal office at 4245 North Fairfax Drive, Arlington, County of Arlington, Commonwealth of Virginia 22203, and having a New Hampshire Field Office at 22 Bridge Street, 4<sup>th</sup> Floor, Concord, New Hampshire 03301 ("Grantor"), for consideration paid, grants to THE STATE OF NEW HAMPSHIRE acting by and through its FISH AND GAME DEPARTMENT, with an address of 11 Hazen Drive, Concord, County of Merrimack, State of New Hampshire 03301 (the "State"),

with QUITCLAIM COVENANTS,

A certain tract or parcel of land situate in the Town of Durham, County of Strafford, State of New Hampshire, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

Meaning and intending to convey the same premises identified as "Tract 1" in a Quitclaim Deed from Lewis W. Newsky and Sharon A. Newsky to The Nature Conservancy dated March 4, 2002 and recorded at Book 2470, Page 326 in the Strafford County Registry of Deeds.

The Property hereby conveyed was acquired with North American Wetlands Conservation Fund funds, pursuant to a grant agreement between the U.S. Fish and Wildlife Service and the Grantor for the Great Bay Estuary. Title to the Property shall vest in the State and its successors in title, subject to the conditions of said Grant Agreement as they affect the Property, including ensuring the long term conservation of the Property and obtaining the consent of the U.S. Fish and Wildlife Service prior to the conveyance of any interest therein other than the conveyance of an interest in the Property to a member of the Great Bay Resource Protection Partnership. Notice of said grant agreement has been recorded at Book 2611, Page 702 in said Registry of Deeds.

This conveyance is also made subject to the following restrictions, which shall run with the land and be enforceable as permanent conservation restrictions, as defined in NH RSA 477:45-47, for the benefit of The Nature Conservancy and its successors and assigns:

The following activities are prohibited:

1. the manipulation of water levels and filling or dredging of wetlands, except to restore the Property to its natural condition, to construct permitted roads and trails, and for conservation and wildlife habitat management purposes;
2. (i) the placement or construction of new structures, unless such structures are used solely for conservation, wildlife habitat management and/or outdoor education purposes and are consistent with the purposes stated below, and (ii) the use of any existing structures other than for wildlife habitat management, outdoor recreation and education purposes;
3. the placement or construction of docks or boat launches;
4. the building of trails, except for conservation, wildlife habitat management, outdoor recreation and education purposes; and
5. the building of roads, except for forestry, conservation, wildlife habitat management or outdoor education purposes.

These restrictions serve the following purposes:

1. Assuring that the Property will be retained in perpetuity in its scenic, forested, wetland and open space condition; and
2. Protecting and conserving the native biological diversity of the Great Bay watershed, including any rare plants and animals, exemplary natural communities, wetlands, waterfowl and migratory bird habitat, and other significant wildlife habitats on the Property.

By acceptance of this deed the State agrees to maintain the Property in its open and undeveloped state and to protect all threatened, rare or endangered species or natural communities found on the Property. The conservation restrictions set forth above shall burden the Property in perpetuity and shall be binding upon the State and its successors and assigns. In the event of any third party title claims to the Property, or any portion thereof, the State and The Nature Conservancy, or either of them, may act jointly or separately to defend against such claim(s).

This conveyance is further subject to all other easements, restrictions, rights, and encumbrances of record and to any facts, rights, interests, or claims that are not shown by the public records.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

THE NATURE CONSERVANCY

By: \_\_\_\_\_  
Kate Turner  
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF SUFFOLK) SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared Kate Turner, Assistant Secretary of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that she signed such document voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public (Seal)  
My Commission Expires:

Accepted by the State of New Hampshire on this \_\_\_\_ day of \_\_\_\_\_, 2013:

\_\_\_\_\_  
Glenn Normandeau, Executive Director  
New Hampshire Fish and Game Department

Approved as to form, substance, and execution on this \_\_\_\_ day of \_\_\_\_\_, 2013:

\_\_\_\_\_  
Evan Mulholland  
Assistant Attorney General

Approved by the New Hampshire Governor and Executive Council:

Approval Date: \_\_\_\_\_ Item # \_\_\_\_\_

**EXHIBIT A**  
**Property Description**

A certain tract or parcel of land situate in the Town of Durham, County of Strafford, State of New Hampshire, shown as "Owner Unknown" on a plan entitled "Plan of Land of the Lewis W. & Sharon A. Newsky Parcels for The Nature Conservancy, Dame Road, Durham, New Hampshire" dated November 14, 2001, prepared by Doucet Survey, Inc. and recorded in the Strafford County Registry of Deeds as Plan Nos. 64-91 and 64-92 (the "Plan"), more particularly described as follows:

Beginning at a 5/8" re-bar on the northwesterly side of Dame Road in the Town of Durham, County of Strafford and State of New Hampshire, said point being the southerly-most corner of the herein described area, and the northeasterly corner of Lot 28, as shown on the hereinafter mentioned plan; thence north  $31^{\circ} 14' 11''$  west, a distance of 1,336.80 feet to a point in a stone wall at land of Winecellar Development, Inc.; thence along said stone wall and land of Winecellar Development, Inc. in a generally northeasterly direction to a point; thence continuing along land of Winecellar Development, Inc. in a generally southeasterly direction to said Dame Road; thence in a generally southwesterly direction along said Dame Road to the point of beginning.

Containing 9.3 acres, more or less.