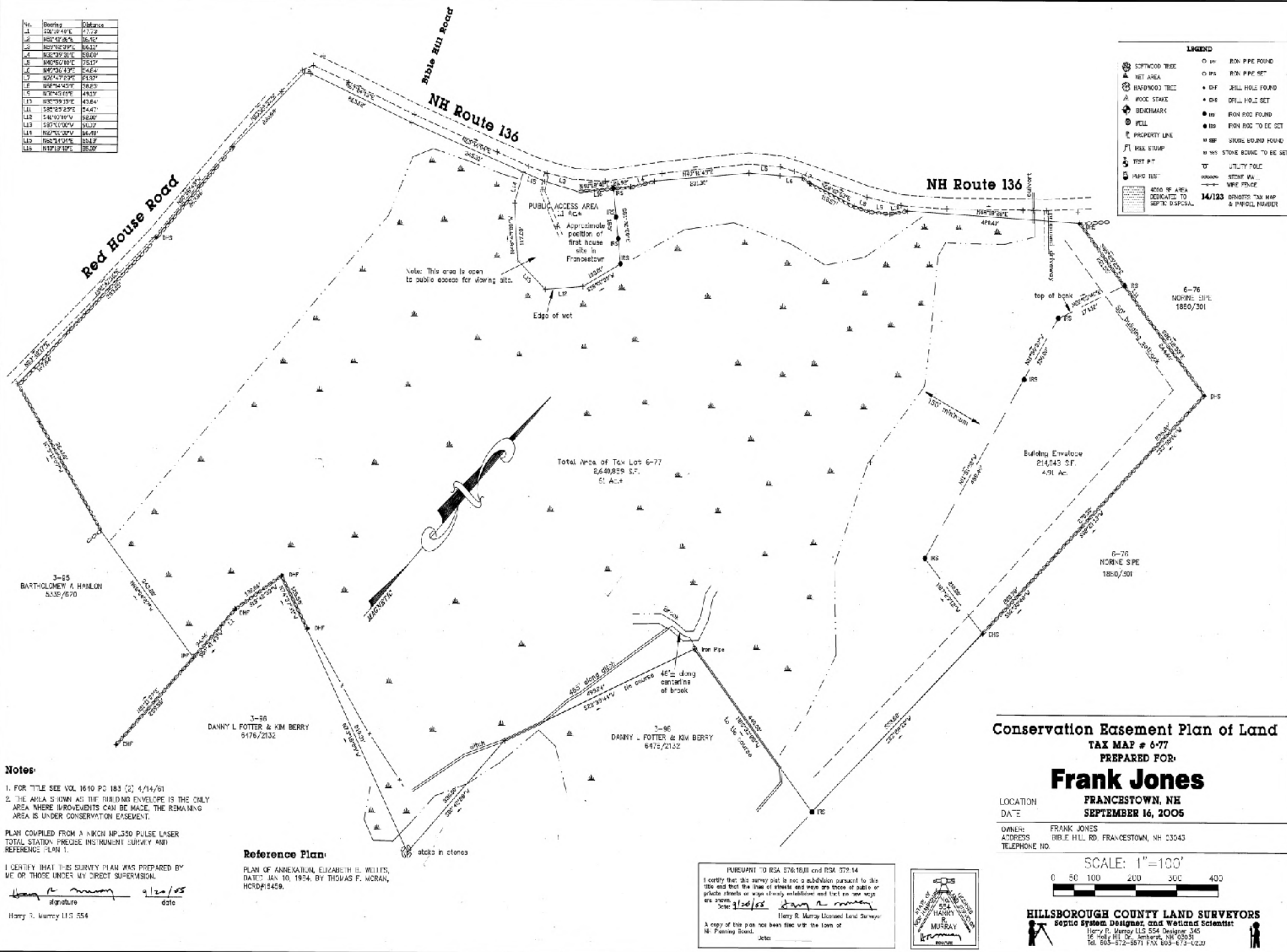


- Historic Site
- Building Envelope
- Boundary 1
- Wetlands
- Riparian
- Stream, Intermittent
- River/Creek
- Water Body



No.	Bearing	Distance
1	S 31° 10' 40" E	27.72
2	N 82° 02' 28" E	76.50
3	N 82° 02' 28" E	56.30
4	N 82° 02' 28" E	56.30
5	N 82° 02' 28" E	75.57
6	N 82° 02' 28" E	54.47
7	N 82° 02' 28" E	51.57
8	N 82° 02' 28" E	58.25
9	N 82° 02' 28" E	44.57
10	N 82° 02' 28" E	40.84
11	N 82° 02' 28" E	54.47
12	N 82° 02' 28" E	56.30
13	N 82° 02' 28" E	56.30
14	N 82° 02' 28" E	56.30
15	N 82° 02' 28" E	56.30
16	N 82° 02' 28" E	56.30
17	N 82° 02' 28" E	56.30
18	N 82° 02' 28" E	56.30
19	N 82° 02' 28" E	56.30
20	N 82° 02' 28" E	56.30

LEGEND	
SOFTWOOD TREE	IRON PIPE FOUND
NET AREA	IRON PIPE SET
HARDWOOD TREE	DRILL HOLE FOUND
WOOD STAKE	DRILL HOLE SET
BENCHMARK	IRON ROD FOUND
WELL	IRON ROD TO DE SET
PROPERTY LINE	STONE BOUND FOUND
WELL STUMP	STONE BOUND TO BE SET
TEST PIT	UTILITY POLE
PAVED LOT	STONE PILE
4000 SF AREA DEDICATED TO SEPTIC DISPOSAL	WIRE FENCE
14/123	DEPOT'S TAX MAP & PARCEL NUMBER



34214

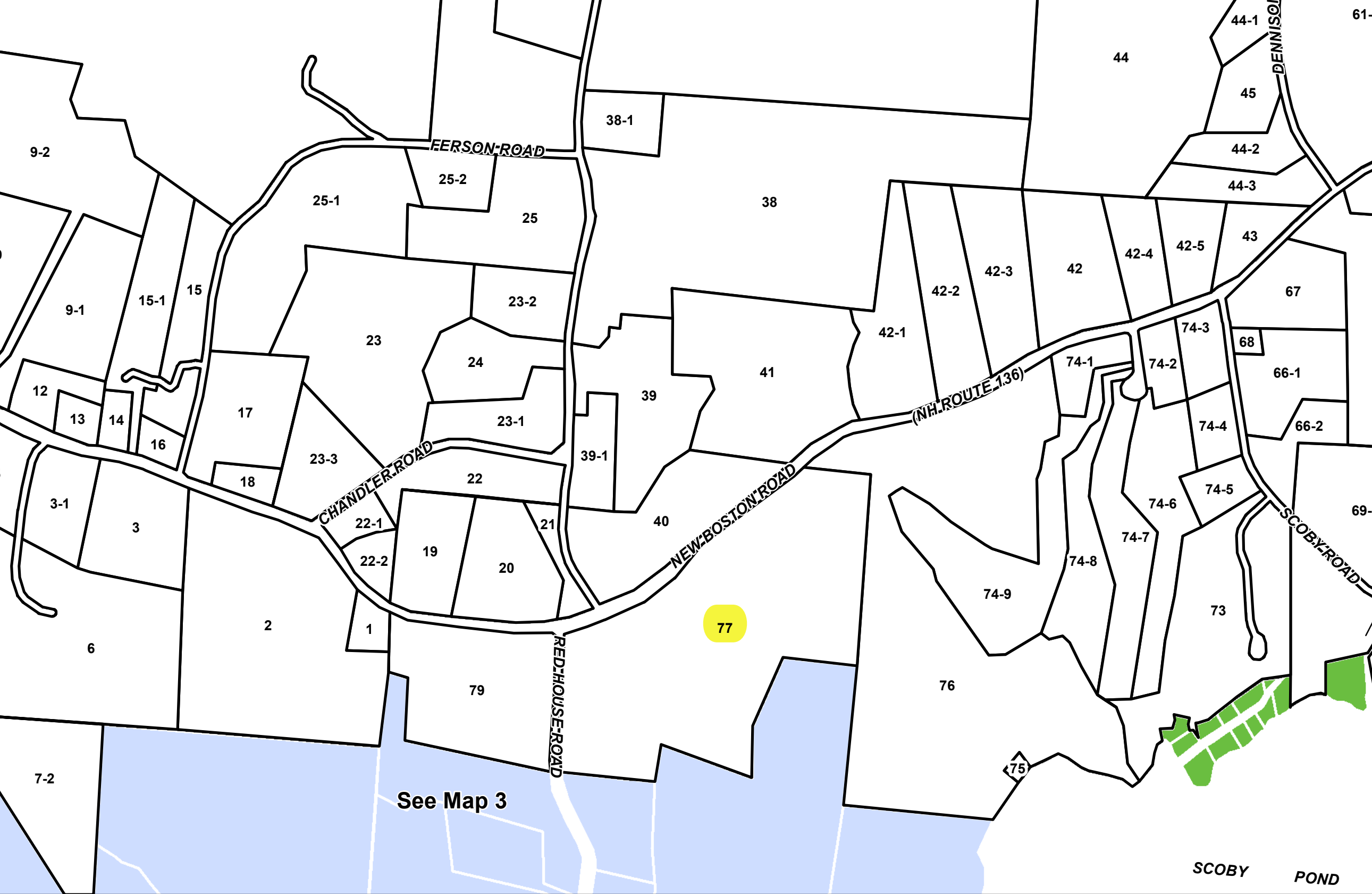
Dwr 159

5078383

5078383

PLAN 34214

DWR 159



HILLSBOROUGH COUNTY, NEW HAMPSHIRE"

FRANCESTOWN" BY T.F. MORAN INC. BEDFORD, NH. UNDATED.

OT AND STREET LOCATIONS.

# TOWN OF FRANCESTOWN

HILLSBOROUGH COUNTY, NEW HAMPSHIRE

0 350 700 1,4

Return: #515

Fernald Taft Falby &  
Little PA  
Attn: Silas Little

5083750

2005 SEP 30 AM 11:50

79.29  
2  
81.29  
1253.00  
H

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
***1 THOUSAND 2 HUNDRED AND 53 DOLLARS	
630520	
09/30/2005 \$ ***1253.00	
VOID IF ALTERED	

### CONSERVATION EASEMENT DEED

Frank W. Jones and Elizabeth H. Jones, husband and wife, both of 432 Bible Hill Road, Francetown, County of Hillsborough, State of New Hampshire 03043, (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, grant[s] in perpetuity to

the Francetown Land Trust, Inc. (FLT), a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal mailing address of P.O. Box 132, Francetown, County of Hillsborough, State of New Hampshire, 03043, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain area of land (herein referred to as the "Property") being unimproved land, consisting of approximately 61 +/- acres, situated at the intersection of Route 136 and Red House Road in the Town of Francetown, County of Hillsborough, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof and as shown on a certain plan prepared by Hillsborough County Land Surveyors, 16 Holly Hill Drive, Amherst, NH 03031, and entitled "Conservation Easement Plan of Land, Tax Map #6-77 Prepared for Frank Jones, Francetown, NH, September 16, 2005".

#### 1. PURPOSES

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

- A. The assurance that the Property will be retained forever as an important forestland, field, wetland, and wildlife habitat area; and
- B. The preservation and protection of the water quality of ground and surface waters on the Property; and
- C. The conservation and protection of open spaces, particularly the conservation of the wetlands and forest land of which the Property consists and of the wildlife habitat thereon.

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- D. The general public's visual enjoyment of the 2,453 +/- feet of scenic and undeveloped frontage of the Property along Route 136 and Red House Road.
- E. Continued public access to the historical archaeological site on Route 136.
- F. The conservation of productive forestland of which the Property consists for responsible forest management that preserves the public benefits of the natural resources of the Property, conserves the wildlife habitat of the Property and protects the Property's long-term capacity to produce economically valuable forestry products.
- G. The prevention of any uses of the Property that will significantly impair or interfere with the conservation values of the Property.

The above purposes are consistent with New Hampshire RSA Chapter 79-A which states "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources" and with the goal of the 1996 Master Plan of the Town of Franconia that states that "the town should facilitate the preservation of open space".

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

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)  
Any activity on or use of the Property inconsistent with the Purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any industrial or commercial activities, except agriculture and forestry, including timber harvesting, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.
  - i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other accessways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the Purposes of this Easement.

No use or production of fertilizer shall take place within 100 feet of the wetland areas.

- ii. Agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Said agriculture shall be in accordance with the then-current scientifically based practices recommended by the UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Said agricultural activities shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from public roads and public areas.
- iii. Forestry for industrial or commercial purposes shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement.
- a. The goals are:
- conservation of native plant and animal species;
  - protection of unique or fragile natural areas;
  - protection of water quality, wetlands, and riparian zones;
  - maintenance or improvement of the overall quality of forest products;
  - conservation of scenic quality;
  - protection of unique historic and cultural features; and
  - maintenance of soil productivity.
- b. Such forestry shall be performed in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee. Said plan shall have been prepared not more than ten years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date.
- c. At least thirty (30) days prior to harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the plan itself to Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
- d. The plan shall include a statement of landowner objectives, and shall specifically address:
- the accomplishment of those Purposes for which this easement is granted;
  - the goals in Section 2.A.iii.a above.

BK 7555 PG 0129

- In addition, the plan shall provide for a naturally occurring vegetated buffer of well-distributed trees, shrubs and groundcovers to be left within 100 feet of the natural wetland area - not more than 50% of the basal area of trees and shrubs may be removed within a 20 year period.
- e. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
  - f. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property. For references, see "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (J.B. Cullen, 1996), and "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 1997), or similar successor publications.
  - g. In areas used by, or visible to the general public, such forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in "A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners" (Geoffrey Jones, 1993) or similar successor publications.]
- iv. Grantor may harvest cordwood from the premises for domestic use and not for resale. In any twelve (12) month period, not more than twelve (12) cords shall be harvested under this provision. Any harvesting shall observe the restrictions relative to the protection of wetlands observing the buffer area and shall follow recommended practices for small timber lot owner management.
- B. The Property shall not be subdivided, and none of the individual tracts which together comprise the property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
  - C. Except as noted in Section 3 no structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a road, fence, utility line, bridge, culvert, barn, maple sugar house, or shed; and ii) not detrimental to the Purposes of this Easement. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, office, athletic field, golf course, dock, tower or aircraft landing area.

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- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
  - ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
  - iii. are not detrimental to the Purposes of this Easement.

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

- E. No outdoor advertising structures shall be displayed on the Property excluding signs not exceeding 12 inches by 12 inches identifying the property owner, easement areas, or the historical site location and any historical plaque identifying the historical site.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. Outdoor lighting is permitted only in the permissible Building Envelope described in Section 3 below, provided that shielded fixtures are used to avoid both illumination outside the building envelope and illumination above the horizontal plane passing through the light fixture.
- J. The section of Property identified on the plan entitled "Conservation Easement Plan of Land, Tax Map # 6-77, Prepared for Frank Jones, Frankestown, NH, September 16, 2005" as the "Public Access Area" shall not be posted against and the Grantor shall keep access to and use of the Property for pedestrian access to the archaeological site of the first house in Frankestown. The Grantee may place no more than 2 appropriate historical placards on

BK 7555 PG 0131



the property and may maintain a trail from the roadside to the site. However, the Grantee shall be under no duty to supervise said access.

- K. The approved curb cut on Route 136, as marked on the plat entitled "Conservation Easement Plan of Land, Tax Map # 6-77, Prepared for Frank Jones, Frankestown, NH, September 16, 2005" shall not be re-located and shall be constructed in strict accordance with all conditions established by the New Hampshire Department of Transportation. Grantor accepts the risk of vesting the curbcut prior to its expiration and loss of right by other means to construct the access at the point approved.
- L. There shall be no defacement, movement, removal or alteration of any stone walls or other monuments or markers that serve as legal boundaries, as per New Hampshire RSA 472:6, or as the legal boundary of this Easement, the Building Envelope or the Public Access Area as described in Appendix A.
- M. A naturally occurring vegetated buffer of well-distributed trees, shrubs and groundcovers shall be left within 100 feet of the natural wetland area - Timber cutting may occur in this buffer zone, but not more than 50% of the basal area of trees and shrubs may be removed within a 20 year period.

### 3. RESERVED RIGHTS

- A. Within the 4.91 acre Building Envelope designated on the Plan entitled "Conservation easement Plan of Land, Tax Map # 6-77, Prepared for Frank Jones, Frankestown, NH, September 16, 2005" as the "Building Envelope", Grantor reserves the right to construct, place or introduce onto the Property one dwelling structure, together with related utilities. Grantor also reserves the right to construct additional structures and improvements normally used with or appurtenant to such a dwelling structure, including by way of illustration and not by way of limitation, a garage, shed, gazebo, swimming pool, tennis court or stable. No appurtenant structures or improvements shall be detrimental to the purposes or contrary to the spirit and intent of this Easement. This provision is an exception to 2.C. above.
- B. Within the Building Envelope the Grantor shall have the right to install a well and septic system including a leaching field. If said well or septic system should fail to function and need to be relocated than any replacement well or septic system shall be relocated within the existing building envelope to the extent reasonably practicable, unless the Grantee's prior written permission is obtained. All work done on the well or septic system shall be undertaken in accordance with then accepted standards and practices, and shall conform with all existing local, state or federal regulations. This provision is an exception to 2.C. above.
- C. The Grantor shall have the right to construct, outside of the Building Envelope, up to four

gazebos, each of which shall i) be without a permanent foundation, ii) is less than 100 square feet in area, iii) is set back 200 feet from any public road unless prior written consent is obtained from the Grantee, iv) is outside of the Public Access Area and v) is otherwise in conformity with the Francess town Zoning Ordinance. This provision is an exception to 2.C. above.

- D. The Grantor shall have the right to clear, maintain and fence fields within the Building Envelope, subject to applicable federal and state permits and further subject to implementation of best management practices for sedimentation and erosion control.
- E. The Grantor shall have the right to construct a driveway with immediately adjacent utilities and utility poles from the curb cut on Route 136 to the Building Envelope. The driveway length outside of the Building Envelope shall not exceed 375 feet and no more than 100 feet of any part of the driveway shall be of a substance other than gravel. This provision is an exception to 2.C. above. Driveway construction shall utilize best management practices for sedimentation and erosion control both during construction and post-construction.
- F. The general public shall have access to the historic site designated on the plan as Public Access Area. An appropriate sign providing historical information may be placed along Route 136. Neither the Grantor nor the Grantee shall interfere with that access. This provision is an exception to Section 2.E. above.
- G. The Grantor shall have the right to clear all trees between the Building Envelope and the wetlands for the purpose of obtaining a view window that shall not be wider than 100 feet. The view window may be extended into the wetland buffer described in Section 2.M. provided that stumps may not be excavated and that all naturally occurring shrubs and ground covers shall be left in place as described in Section 2.M. This provision is an exception to Section 2.M. above.
- H. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights.

#### 4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing within five (5) days after the transfer of title to the Property with a copy of the executed deed and the current mailing address of the new property owner.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

#### 5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or

transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

#### 6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed 24 square inches in size, along the Property's boundaries.
- C. Grantee shall have the right to identify the historical site by appropriate signing and to identify access to the historical site, which is designated public access area and referred to in Paragraphs 2E. and 3F. above, inter alia.

#### 7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after

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delivery of the notice of mediation, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.

- D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

#### 8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, “Breach of Easement...,” without prior notice to the Grantor or without waiting for the period provided for cure to expire.

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- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor's liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee's rights under this Section, "Breach of Easement...", apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in Section 8.C and Section 7.D. All disputes concerning alleged breach shall be subject to the mediation and arbitration provisions of Section 7. A final arbitrator's award shall be entered as a judgment in the Hillsborough County Superior Court, Northern District, pursuant to the provisions of New Hampshire Revised Statutes Annotated Chapter 542, as amended.
- H. In any arbitration proceeding, provided that the Grantor is determined to be directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be awarded to the Grantee and paid by the Grantor. In the event the Grantor should prevail in such arbitration proceeding, each party shall bear its own costs, provided, however, if the Arbitrator determines the Grantee initiated arbitration without reasonable cause or in bad faith, then the arbitrator may award to the Grantor his reasonable costs and reasonable attorney's fees in the arbitration proceeding to be paid by the Grantee.
- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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

9. 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 from the Town of Francetown working through the Francetown Conservation Commission, a qualified organization as specified in the Section "Benefits and Burdens" above (sometimes herein referred to as the "Executory Interest Holder"), requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Executory Interest Holder shall have the right to enforce this Easement. Any dispute between the Town of Francetown and the Grantee shall be subject to the mediation and arbitration provisions of Paragraph 7. Upon an arbitration decision terminating Grantee's Easement interest, or in the event the Grantee acquires the underlying fee interest in the Property, the Executory Interest Holder shall then also have the right to terminate the Easement interest of the Grantee in the Property by recording a notice to that effect in the Registry of Deeds referring hereto and shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.
- B. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits and Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer.

10. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

11. 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.

12. CONDEMNATION/EXTINGUISHMENT

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public,

corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

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

### 13. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in the Section "Benefits and Burdens," above, accepts and records the additional easement.

### 14. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

BK 7555 PC0138

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

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this 29<sup>th</sup> day of September, 2005.

Frank W. Jones  
Name of Grantor  
FRANK W. JONES  
Elizabeth H. Jones  
Name of Grantor  
ELIZABETH H. JONES

The State of New Hampshire  
County of Hillsborough

Personally appeared Frank W. Jones and  
Elizabeth H. Jones this 29<sup>th</sup> day of September,

2005, and acknowledged the foregoing to be his/her/their voluntary act and deed.

Before me, Mark D. Fernald  
Notary Public

MARK D. FERNALD, Notary Public  
My Commission Expires April 7, 2009

My commission expires: \_\_\_\_\_

BK 7555 PG 0139



ACCEPTED: FRANCESTOWN LAND TRUST, INCORPORATED

By: Barry J. Wicklow

Title: vice-chair  
Duly Authorized

Date: 26 SEPT 05

The State of New Hampshire

County of Hillsborough

Personally appeared Barry J. Wicklow, vice-chair  
Print Name & Title

of the Francetown Land Trust, Inc., this 26 day of September, 2005, and

acknowledged the foregoing on behalf of the Francetown Land Trust, Inc.

Before me, Elaine J. McClary  
Justice of the Peace/Notary Public

My commission expires: March 20, 2007



BK7555PG0140

ACCEPTED: TOWN OF FRANCESTOWN CONSERVATION COMMISSION

By: Betsy L. Hardwick

Title: Chair, Francestown Conservation Commission  
Duly Authorized

Date: Sept. 26, 2005

The State of New Hampshire

County of Hillsborough

Personally appeared Betsy L. Hardwick Chair  
Print Name & Title

of the Town of Francestown Conservation Commission, this 26 day of September, 2005,

and acknowledged the foregoing on behalf of the Town of Francestown Conservation

Commission.

Before me, Elaine T. McGlary  
Jessie of the Peace Notary Public

My commission expires: March 20, 2007



BK7555PG0141

ACCEPTED: TOWN OF FRANCESTOWN BOARD OF SELECTMEN

By: AB Mill

Title: SELECTMAN-CHAIR  
Duly Authorized

Date: 9/26/05

By: [Signature]

Title: 9/26/2005  
Duly Authorized

Date: [Signature]

By: [Signature]

Title: Selectman  
Duly Authorized

Date: 9/26/05

The State of New Hampshire  
County of Hillsborough

Personally appeared STEPHEN B. GRIFFIN, SELECTMAN-CHAIR  
Print Name & Title

of the Town of Francestown Board of Selectmen, this 26th day of

SEPTEMBER, 2005, and acknowledged the foregoing on behalf of the  
Town of Francestown Board of Selectmen.

Before me, Elaine J. McClary  
Justice of the Peace/Notary Public

My commission expires: March 20, 2007



BK7555PG0142

The State of New Hampshire  
County of Hillsborough

Personally appeared

Paul A. St. John, Selectman  
Print Name & Title

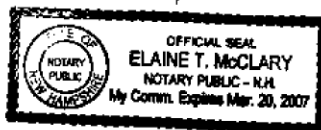
of the Town of Frankestown Board of Selectmen, this 26 day of

September, 2005, and acknowledged the foregoing on behalf of the Town of  
Frankestown Board of Selectmen.

Before me,

Elaine J. McClary  
Justice of the Peace/Notary Public

My commission expires: March 20, 2007



The State of New Hampshire  
County of Hillsborough

Personally appeared

William F. McAulay - selectman  
Print Name & Title

of the Town of Frankestown Board of Selectmen, this 26 day of

September, 2005, and acknowledged the foregoing on behalf of the Town of  
Frankestown Board of Selectmen.

Before me,

Elaine J. McClary  
Justice of the Peace/Notary Public

My commission expires: March 20, 2007



BK7555PG0143



## APPENDIX A

The "Property" subject to this Easement is described as follows:

A certain tract or parcel of land with buildings thereon, if any, situate in the Town of Frankestown, County of Hillsborough, State of New Hampshire located southerly of New Hampshire Route 136 and easterly of Red House Road as described in a plan entitled "Conservation Easement Plan of Land Tax Map 6-77 prepared for Frank Jones, Frankestown, New Hampshire," dated September 16, 2005, prepared by Hillsborough County Land Surveyors and recorded in the Hillsborough County Registry of Deeds as Plan No. 34214 to which plan reference may be had for a metes and bounds description of the tract encumbered by the Conservation Easement.

The building envelope as referenced in the Conservation Easement is described as follows:

Beginning at an iron rod set in the stone wall at land now or formerly of Noreen Sipe which iron rod is South 85° 25' 25" East 221.55 feet, more or less, from a drill hole in a corner of stone walls on the Southerly side of New Hampshire Route 136; thence

South 85° 25' 25" East 54.47 feet more or less on the wall and land of Sipe to a point; thence

South 86° 12' 53" East 244.40 feet more or less from said Sipe land and the wall to a drill hole set in a corner of wall; thence

South 03°, 05' 06" West 236.80 feet more or less on the wall and land of Sipe to a point; thence

South 02° 21' 13" West 270.30 feet more or less on the wall and land of Sipe to point; thence

South 02° 30' 48" West 220.78 feet more or less on the wall and land of Sipe to a drill hole set at or near the end of stone wall; thence

North 87° 29' 12" West 210.00 feet more or less to an iron rod set; thence

North 11° 51' 50" West 439.40 feet more or less to an iron rod set; thence

North 11° 30' 00" West 150.00 feet more or less to an iron rod set; thence

North 22 ° 03' 40" East 174.12 feet more or less to an iron rod in a stone wall being the point of beginning.

For title of the Grantor see deed recorded at Volume 1640, Page 183 of the Hillsborough County Registry of Deeds.

BK 7555 PG 0144

#515

FERNALD TAFT

14.37

2  
16.37

2700.00

B

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
****2	THOUSAND	7	HUNDRED AND 00 DOLLARS
MO.	DAY	YE.	AMOUNT
09	30	2005	630519 \$ ****2700.00
VOID IF ALTERED			

**WARRANTY DEED**

KNOW ALL BY THESE PRESENTS:

That FRANK W. JONES and ELIZABETH H. JONES, husband and wife, of  
432 Bible Hill Road, Francestown, in the County of Hillsborough and State of  
New Hampshire 03043,

for consideration paid,

grant to HORMOZ SOHEILI, a married man of 316 South New Boston Road,  
Francestown, in the County of Hillsborough and State of New Hampshire 03043,

with WARRANTY covenants,

A certain tract or parcel of land with buildings thereon, if any, situate in the Town of Francestown, County of Hillsborough, State of New Hampshire located southerly of New Hampshire Route 136 and easterly of Red House Road as described in a plan entitled "Conservation Easement Plan of Land Tax Map 6-77 prepared for Frank Jones, Francestown, NH," dated September 16, 2005, prepared by Hillsborough County Land Surveyors and recorded in the Hillsborough County Registry of Deeds as Plan No. 34214 to which plan reference may be had for a metes and bounds description.

This conveyance is made subject to the Conservation Easement Deed from the grantors to the Francestown Land Trust, Inc. recorded herewith.

This conveyance is also subject to current use classification recorded in Book 2536, Page 479.

Meaning and intending to describe and to convey the same premises conveyed to the

grantors herein by deed of Clarence C. Jones, recorded with the Hillsborough County Registry of Deeds in Book 1640, Page 183.

The property conveyed herein is not the homestead property of the grantors.

EXECUTED this 29<sup>th</sup> day of September, 2005.

Frank W. Jones  
Frank W. Jones

Elizabeth H. Jones  
Elizabeth H. Jones

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

September 29, 2005

Before me, the undersigned officer, personally appeared FRANK W. JONES and ELIZABETH H. JONES, and acknowledged the foregoing to be their free act and deed.

Mark D. Fernald  
Notary Public

Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
H:\DEEDS\jones to schell franc not down.rpd

MARK D. FERNALD, Notary Public  
My Commission Expires April 7, 2009



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

*Handwritten signature/initials*

LEON S. KENISON  
COMMISSIONER

Page 1 of 2  
Permit # 063-159-00  
District 04 Section 409  
Type Woodland  
Town Francestown  
Road/Route 136  
Date 5/17/00

DRIVEWAY PERMIT

RECEIVED  
MAY 22 2000

TO: Mr. Frank W. Jones  
432 Bible Hill Road  
Francestown, NH 03043  
547-6618

Permission is hereby granted to **reconstruct a driveway entrance adjoining Route 136 on the south side**, pursuant to the location and specifications as described below. Failure to adhere to the standards and engineering drawings previously approved shall render this instrument null and void. Failure to start or complete construction of said facility within one calendar year of the date of this permit shall require application for permit extension or renewal in accordance with the driveway access Rules. Facilities constructed in violation of the permit specifications or the Policy shall be corrected immediately upon notification by a Department representative or the costs of removal/correcting said facility shall be fully borne by the owner. The landowner shall indemnify and hold harmless the Department and its duly appointed agents and employees against any action for personnel injury and/or property damage sustained by reason of the exercise of this permit.

**LOCATION:** 20' south of Pole # 8/47  
3/10 mile east of 136/Bible Hill Road, Inv. #68  
3200' west of Scoby Road No #  
1.35 mile west of Francestown/New Boston town line

SLD=26252  
40 MPH

**SPECIFICATIONS:**

1. This permit requires the applicant to install the pipe in the existing ditch for unobstructed flow.
2. One driveway entrance is permissible, 12 - 20 feet in width. The driveway entrance may be flared as it approaches the pavement.
3. The highway right-of-way line is located **at the wall**.
4. No parking, catering, servicing, or structures, including buildings, permanent or portable signs, lights, displays, fences, walls, etc. shall be permitted within, on, over, or under the highway right-of-way.
5. This permit does not grant or imply any right to trespass, cross, or perform work on land of others.
6. The applicant shall comply with all applicable local, state, federal requirements, and permits. The applicant is responsible to obtain any necessary wetland permits and is liable for compliance with any permit conditions or requirements that the wetlands board may impose.
7. This permit relates solely to the use of the State right of way and is not determinative of any rights of flowage between private land owners or any approvals for utility installations.

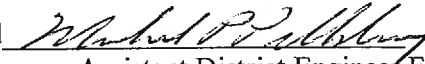
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**CONDITIONS:**

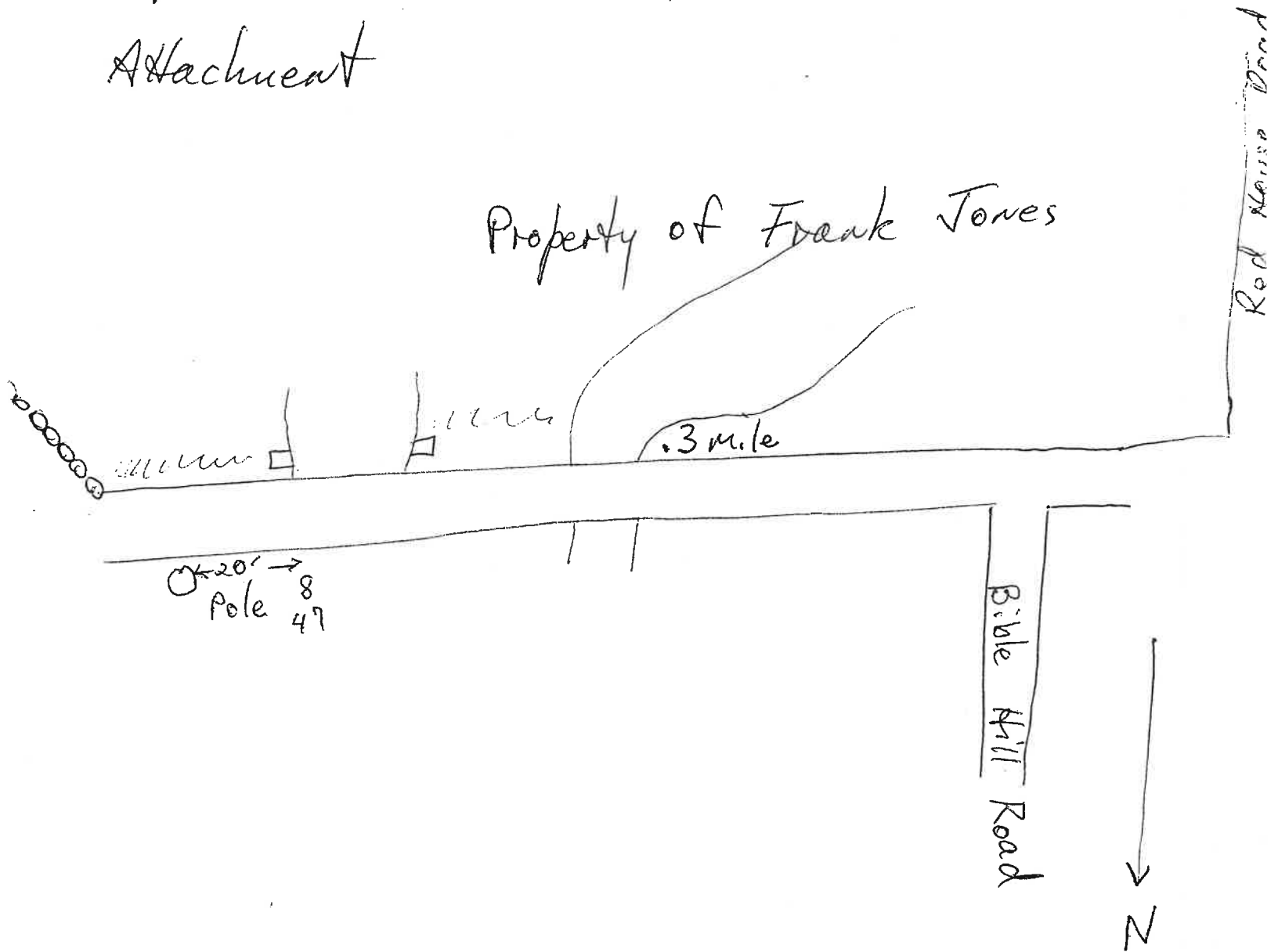
1. Driveway to be 90° to the State highway, from the edge of roadway pavement to the right of way line.
2. A twenty foot (20') landing approach to the State highway will be required, see attached sheet for details.
3. Applicant to install a 15" galvanized corrugated steel pipe or smooth bore corrugated plastic pipe with appropriate end sections, in existing ditch line see attached for end section details.
4. The roadside embankment and vegetation must be appropriately modified and maintained to insure a minimum, all season safe sight distance of 400' by the applicant, the owner, and the owner's successor and assignees during construction and as long as this entrance is in use.
5. All slopes to be 4:1 - 6:1 preferred or match existing. Loam, seed, fertilize, and mulch any disturbed areas within the State right of way.
6. Applicant to contact the District 04 Office at 352-2302 for a final inspection upon completion of driveway.

Copies: District, Town, Patrolman  
RF/bt

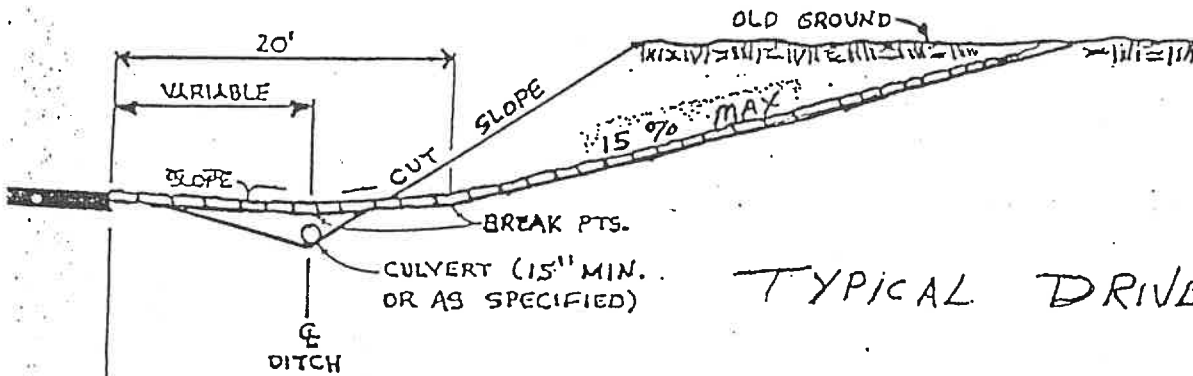
Approved   
Assistant District Engineer For Director  
of Administration

Frank W. Jones  
Application for Driveway Permit  
Attachment

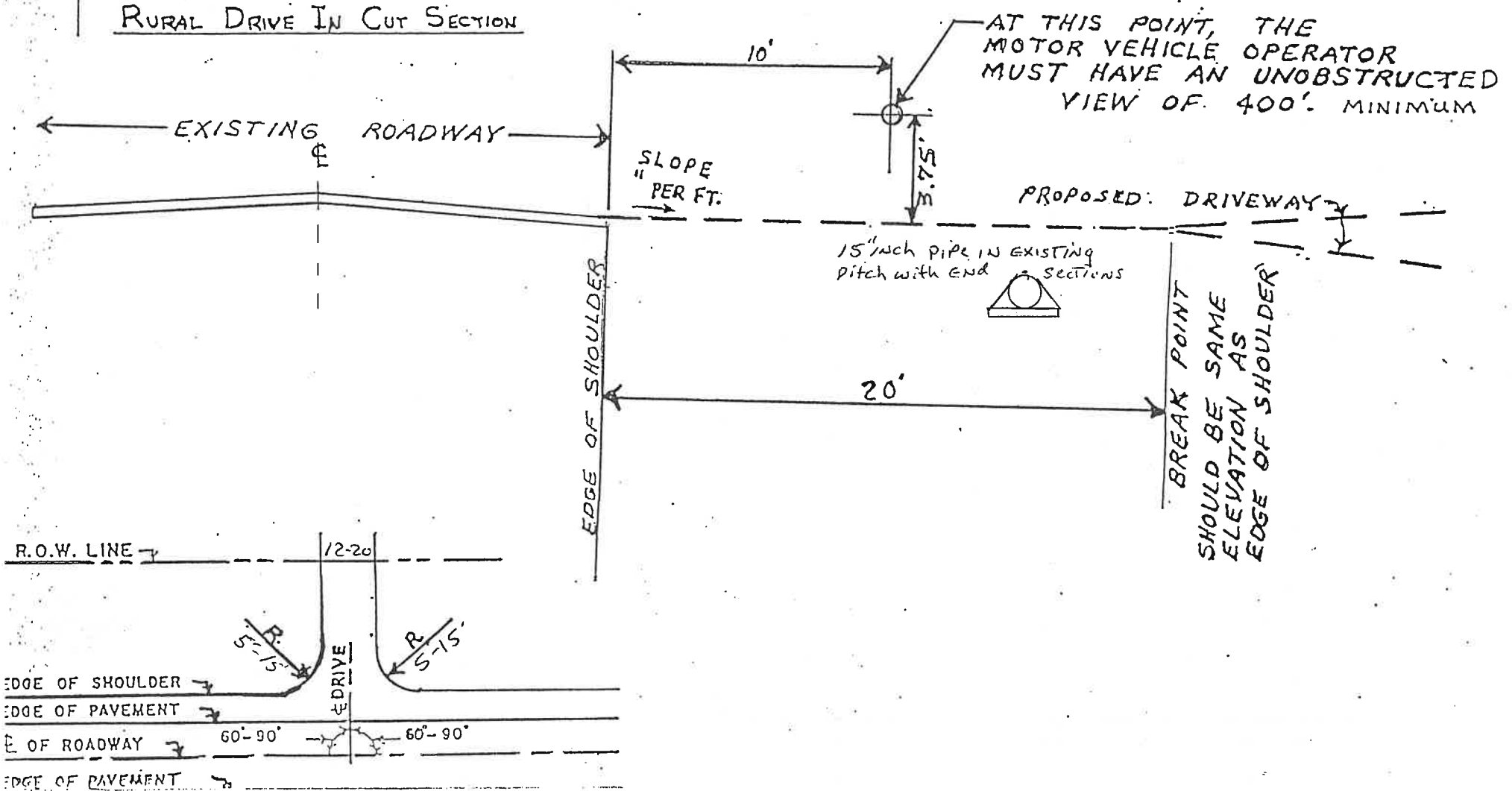
Property of Frank Jones



- 1.) THE ALGEBRAIC DIFFERENCE BETWEEN TWO ADJACENT SLOPES SHOULD NOT EXCEED 8 TO 10%.
- 2.) COMMERCIAL DRIVES SHOULD NOT EXCEED 8%.
- 3.) OTHER DRIVES SHOULD NOT EXCEED 15%.
- 4.) DESIGNS COULD VARY FROM THOSE SHOWN, AT THE DISCRETION OF THE DEPARTMENT.



## TYPICAL DRIVE PROFILE



only Land - No house!

PROPERTY DISCLOSURE - LAND ONLY  
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

1. **SELLER:** Richard Daggy
2. **PROPERTY LOCATION:** 67 +/- acres off New Boston Road, Frankestown, NH
3. The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by SELLER, or any real estate broker or salesperson representing SELLER, and is not a substitute for any inspection by BUYER. SELLER'S authorize the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective BUYERS of this property.

4. **NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.**

5. **WATER SUPPLY** (Please answer all questions regardless of type of water supply)
- a. TYPE OF SYSTEM: ☒ None ☐ Public ☐ Private ☐ Seasonal ☐ Unknown  
☐ Drilled ☐ Dug ☐ Other
- b. INSTALLATION: Location: \_\_\_\_\_ Installed By: \_\_\_\_\_  
Date of Installation: \_\_\_\_\_ What is the source of your information? \_\_\_\_\_
- c. USE: Number of Persons currently using the system: None  
Does system supply water for more than one household? ☐ Yes ☐ No
- d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?  
Pump: ☐ Yes ☒ No ☐ N/A Quantity: ☐ Yes ☐ No ☐ Unknown  
Quality: ☐ Yes ☒ No ☐ Unknown  
If YES to any question, please explain in Comments below or with attachment. None
- e. WATER TEST: Have you had the water tested? ☐ Yes ☐ No Date of most recent test \_\_\_\_\_  
If YES to any question, please explain in Comments below or with attachment.  
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notations? ☐ Yes ☐ No  
If YES, are test results available? ☐ Yes ☐ No  
What steps were taken to remedy the problem? \_\_\_\_\_
- f. COMMENTS: \_\_\_\_\_

6. **SEWAGE DISPOSAL SYSTEM**

- a. TYPE OF SYSTEM: Public: ☐ Yes ☐ No Community/Shared: ☐ Yes ☐ No  
Private: ☐ Yes ☒ No Unknown: ☐ Yes ☐ No  
None: ☐ Yes ☐ No Septic/Design Plan in Process? ☐ Yes ☐ No  
Septic Design Available? ☐ Yes ☐ No
- Comments: \_\_\_\_\_
- b. IF PUBLIC OR COMMUNITY/SHARED:  
Have you experienced any problems such as line or other malfunctions? ☐ Yes ☐ No  
What steps were taken to remedy the problem? \_\_\_\_\_
- c. IF PRIVATE:  
TANK: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Unknown ☐ Other  
Tank Size ☐ 500 Gal. ☐ 1,000 Gal. ☐ Unknown ☐ Other  
Tank Type ☐ Concrete ☐ Metal ☐ Unknown ☐ Other  
Location: \_\_\_\_\_ ☐ Location Unknown Date of Installation: \_\_\_\_\_  
Date of Last Servicing: \_\_\_\_\_ Name of Company Servicing Tank: \_\_\_\_\_  
Have you experienced any malfunctions? ☐ Yes ☐ No Comments: \_\_\_\_\_
- d. LEACH FIELD: ☐ Yes ☐ No ☐ Other  
If YES: Size \_\_\_\_\_ Location: \_\_\_\_\_ ☐ Unknown  
Date of installation of leach field: \_\_\_\_\_ Installed By: \_\_\_\_\_  
Have you experienced any malfunctions? ☐ Yes ☐ No  
Comments: \_\_\_\_\_
- e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? ☐ Yes ☐ No ☐ Unknown  
If YES, has a site assessment been done? ☐ Yes ☐ No ☐ Unknown  
SOURCE OF INFORMATION: \_\_\_\_\_
- f. COMMENTS: \_\_\_\_\_

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

SELLER(S) INITIALS RSD / 06.05.24

BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_



**PROPERTY DISCLOSURE - LAND ONLY**  
**New Hampshire Association of REALTORS® Standard Form**



**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 67 +/- acres off New Boston Road, Franconstown, NH

**7. HAZARDOUS MATERIAL**

**UNDERGROUND STORAGE TANKS** - Current or previously existing:

Are you aware of any past or present underground storage tanks on your property? ☐ YES ☒ NO ☐ UNKNOWN

IF YES: Are tanks currently in use? ☐ YES ☒ NO

IF NO: How long have tank(s) been out of service? \_\_\_\_\_

What materials are, or were, stored in the tank(s)? \_\_\_\_\_

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_ Owner of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

Are you aware of any problems, such as leakage, etc.? ☐ Yes ☐ No Comments: \_\_\_\_\_

Are tanks registered with the Department of Environmental Services (D.E.S.)? ☐ YES ☐ NO ☐ UNKNOWN

If tanks are no longer in use, have tanks been abandoned according to D.E.S.? ☐ YES ☐ NO ☐ UNKNOWN

Comments: \_\_\_\_\_

**8. GENERAL INFORMATION**

a. Is this property subject to Association fees? ☐ YES ☒ NO ☐ UNKNOWN

If YES, Explain: \_\_\_\_\_

If YES, what is your source of information? \_\_\_\_\_

b. Is this property located in a Federally Designated Flood Hazard Zone? ☐ YES ☒ NO ☐ UNKNOWN

c. Are you aware of any liens, encroachments, easements, rights-of-way, leases, restrictive covenants, special assessments, right of first refusal, life estates, betterment fees or attachments on the property? ☐ YES ☒ NO ☐ UNKNOWN

If YES, Explain: \_\_\_\_\_

d. What is your source of information? \_\_\_\_\_

e. Are you aware of any landfills, hazardous materials or any other factors, such as soil, flooding, drainage or any unusual factors? ☐ YES ☒ NO ☐ UNKNOWN

If YES, Explain: \_\_\_\_\_

f. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.? ☐ YES ☐ NO ☒ UNKNOWN

If YES, Explain: \_\_\_\_\_

g. How is the property zoned? \_\_\_\_\_

Source: \_\_\_\_\_

h. Has the property been surveyed? ☐ YES ☒ NO ☐ UNKNOWN

If YES, is the survey available? ☐ YES ☐ NO

i. Has the soil been tested? ☐ YES ☒ NO ☐ UNKNOWN

If YES, are the results available? ☐ YES ☐ NO

j. Has a percolation test been done? ☐ YES ☒ NO ☐ UNKNOWN

If YES, are the results available? ☐ YES ☐ NO

k. Has a test pit been done? ☐ YES ☒ NO ☐ UNKNOWN

If YES, are the results available? ☐ YES ☐ NO

l. Have you subdivided the property? ☐ YES ☒ NO ☐ UNKNOWN

m. Are there any local permits? ☐ YES ☒ NO ☐ UNKNOWN

Please explain: \_\_\_\_\_

n. Are there attachments explaining any of the above? ☐ YES ☒ NO ☐ UNKNOWN

o. Septic/Design plan available? ☐ YES ☐ NO ☐ UNKNOWN

p. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) ☐ YES ☐ NO If YES, please explain: \_\_\_\_\_

**9. ADDITIONAL INFORMATION:**

**10. NOTE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.**

SELLER(S) INITIALS

RSD / 06,09,21

BUYER(S) INITIALS

/

PROPERTY DISCLOSURE - LAND ONLY  
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

**ACKNOWLEDGEMENTS:**

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

*Richard Dagg* 06,05,2024  
SELLER DATE

SELLER DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER DATE

BUYER DATE