

TM 127-003-000
DAVIS PROPERTY

FORM PA-7

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

YR TOWN OF#
16 - 335 - 01 - T (Assigned by Municipality)

For Tax Year April 1, 16 to March 31, 17

PLEASE TYPE OR PRINT (If filling in form on-line, use TAB key to move through fields)

1. City/Town of New London
2. Tax Map No./Lot or USFS sale name & unit #: Map 127 Lot 3
3. Intent Type: Original Supplemental
(Use mouse to click on Check Boxes) Original Operation # _____
4. Name of road from which accessible: Rt 103

5. a. Acreage of Lot: 25 Acreage of cut: 30
b. Anticipated start date: May 19, 2016
6. Type of ownership (check only one):
a. Owner of Land and Stumpage (Joint Tenants)
b. Owner of Land and Stumpage (Tenants in Common)
c. Previous owner retaining deeded timber rights
d. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT FORM / CERTIFICATE TO BE SENT TO:
OWNER OR BY MAIL OR
LOGGER/FORESTER E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)
Timber Tax Information is Available at www.revenue.nh.gov
Questions?? Call (603) 230-5950

X Laura E. Davis 5/19/2016
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

PRINT CORPORATE OFFICER NAME AND TITLE Laura E. Davis DATE 19 May 2016

PRINT OWNER(S) NAME 1340 Rt 103A

MAILING ADDRESS New London STATE NH ZIP CODE 03257
CITY/TOWN PHONE 763-9916 E-MAIL _____

FOR ASSESSING OFFICIALS ONLY

The Selectmen/Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and
4. Any timber tax bond required has been received:
\$ _____ Date _____
5. The tax collector will be notified within 30 days or receipt pursuant to RSA 79:10;
6. This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	65	MBF
Hemlock	10	MBF
Red Pine		MBF
Spruce & Fir	7	MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak		MBF
Ash		MBF
Beech & Soft Maple		MBF
Pallet or Tie Logs	10	MBF
Other (Specify)		MBF
	Tons	Cords
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Whole Tree Chips	1000	
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	20	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species:	Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner. I have become familiar with RSA 227-J, the timber harvest laws.

W. M. Math Michie
SIGNATURE OF PERSON RESPONSIBLE FOR CUTTING DATE _____
PRINT NAME CCM Logging and Land Clearing
Po Box 160
MAILING ADDRESS New London STATE NH ZIP CODE 03257
CITY/TOWN PHONE 788-5862 E-MAIL _____

Signature (In ink) of Assessing Official Date Signature (In ink) of Assessing Official Date Signature (In ink) of Assessing Official Date
Signature (In ink) of Assessing Official Date Signature (In ink) of Assessing Official Date

TOWN OF NEW LONDON
SELECTMEN'S OFFICE
MAY 20 2016
RECEIVED



Town of New London

New London, New Hampshire 03257

Conservation Commission

September 23 1994

Deborah L. Stanley
Executive Director
The Ausbon Sargent Land Preservation Trust
PO Box 2040
New London, NH 03257

Dear Debbie,

With respect to the Charles E Davis and Laura Davis 36 acre property on Route 103A (Tax Map 127-3), this is to confirm that the New London Conservation Commission, at its meeting on September 21 1994, voted to accept to act as back-up grantee on a conservation easement.

Sincerely,

A handwritten signature in cursive script, reading "Terence E. Dancy". The signature is written in dark ink and is positioned above the printed name.

Terence E. Dancy

Secretary, Conservation Commission.

cc. Board of Selectmen

This is a non-contractual conveyance pursuant to NH RSA 78-B:2 and is exempt from the NH Real Estate Transfer Tax.

CONSERVATION EASEMENT DEED

We, Charles Ellsworth Davis and Laura E. Davis, father and daughter of 141 Route 103A, New London, NH 03257, as joint tenants with rights of survivorship, (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 and/or assigns), for consideration paid, grant to The Ausbon Sargent Land Preservation Trust, a New Hampshire Voluntary Corporation organized under the provisions of NH RSA Chapter 292, with its principal office at Main Street, County of Merrimack, Town of New London, State of New Hampshire (mailing address: P.O. Box 2040, New London, NH 03257), (hereinafter sometimes referred to as the "Grantee," which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), in perpetuity, with WARRANTY covenants, the following described Conservation Easement, pursuant to New Hampshire RSA 477:45-47, with respect to a certain parcel of land (herein referred to as the "Property"), with any improvements thereon, situated in the Town of New London, County of Merrimack, and State of New Hampshire, more particularly bounded and described as set forth in Appendix A attached hereto and made a part hereof.

The Property consists of 36.33 acres, more or less, and is located on the northerly side of N.H. Route 103 A. The Property includes a mixture of forestlands, open fields, fruit bearing trees and bushes, and wetlands; all these attributes help to provide wildlife habitat. The Property is part of the Lake Sunapee watershed. With a Class A water quality index, Lake Sunapee is used by many as a source of drinking water. New London's Master Plan completed in 1987 encourages protection of the historical landscape and Section VIII-14 of the Master Plan identifies the Davis Homestead as one of New London's early structures.

1. PURPOSES

Said Conservation Easement is granted exclusively for the following conservation purposes:

- A. The assurance that the Property will be retained forever predominantly in its scenic and open space condition, and the prevention of any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
- B. The preservation of open spaces, particularly the productive forest land, of which the land area subject to the Conservation Easement granted hereby consists, for the scenic enjoyment of the general public. This purpose is consistent with the clearly delineated

conservation policy of the State of New Hampshire, as set forth in New Hampshire RSA Chapter 79-A, which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources," and to yield a significant public benefit in connection therewith, all consistent and in accordance with the Internal Revenue Code of 1986, as it may be amended from time to time; and

C. The conservation and preservation of the Town of New London's open space lands, forests, and scenic resources, consistent with the Town of New London's clearly delineated conservation policy set forth in Chapter V of its Master Plan completed in 1987 which states among other things:

“With an increasing population and increasing development pressure, more emphasis will have to be placed on continuing the Town's tradition of protecting open space lands. The Town should continue:

- * To protect New London's open space lands;
- * To preserve the quality and quantity of New London's water resources;
- * ...
- * To preserve agricultural and forest lands and encourage their sound management;
- * To provide natural habitat for wildlife;
- * To protect fragile environments such as hilltops, steep slopes and wetlands;
-
- * The conservation and preservation of New London's natural heritage including its wooded hilltops, streams, brooks, lakes and ponds, wetlands, agricultural soils, forests, wildlife and scenic resources, should be promoted.
-
- * The Town should continue to support land protection efforts, especially using conservation easements.”

D. To enable the continued conduct of outdoor recreational activities, as allowed through the trail rights conveyed herein.

These significant conservation values are set forth in detail in baseline documentation entitled "Baseline Documentation Report" on file with the Grantee.

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

2. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural products shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.

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 wood products; and the processing and sale of products produced on the Property, for example, maple syrup, and other forest products not detrimental to the purposes of this Conservation Easement.

ii. Agriculture and forestry on the Property shall be performed to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Agricultural and forestry management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Service, U.S. Soil Conservation Service, or other governmental or private, non-profit natural resource conservation and management agencies then active.

B. The Property shall not be subdivided.

C. No structure or improvements, including but not limited to, a tower, mobile home or aircraft landing strip shall be constructed, placed or introduced onto the Property except as allowed in Paragraph B of Section 3 hereinbelow. Ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, barn, maple sugar house or culvert may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, or transitory passive recreational uses of the Property provided that they are not detrimental to the purposes of this Conservation Easement.

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

- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and
- ii. do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- iii. are not detrimental to the conservation purposes of this Conservation Easement; and
- iv. are for purposes pursuant to the provisions of paragraphs B of Section 3 hereinbelow.

Prior to commencement of any such activities, all necessary federal, state and local permits and approvals shall be secured. Grantee shall be notified in writing ten (10) days prior to commencement of such activities.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the agricultural, forestry, conservation or non-commercial recreational uses of the Property.

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 paragraphs A, C, D or E above and paragraph B of Section 3 hereinbelow. No 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. The within described premises shall in no way be used to satisfy the density requirements of any applicable zoning ordinance or subdivision with respect to the development of any other property.

3. RESERVED RIGHTS

A. Grantor reserves the right to post against hunting and vehicles, motorized or otherwise.

B. The Property includes the Davis Homestead, which was built pre-1800 and is occupied as a single family dwelling. The Grantor reserves the right to maintain or replace the existing house should it ever be destroyed by fire or other calamity, provided that there shall be no more than one single family dwelling. The single family dwelling may be rented. Structures and improvements normally used with or appurtenant to a single family dwelling, including but not limited to, septic system, sheds, swimming pool, may be introduced to the Property subject to the following conditions:

i. Such single family dwelling, structures and improvements shall be constructed in a reasonable and environmentally sound manner; and

ii. the Grantor shall secure all necessary permits.

C. Grantor reserves the right to introduce, maintain, repair or replace utilities on the Property.

D. Grantor reserves the right to create ponds for the purpose of fire protection, wildlife habitat enhancement or outdoor recreational uses, in accordance with a plan developed by the Grantor in conjunction with U.S. Soil Conservation Service or other similar agency then active.

E. Before exercising the reserved rights provided for in paragraphs B and D of Section 3 of this Conservation Easement Deed, the Grantor must notify the Grantee and receive Grantee's written approval of the proposed action. The proposal shall be submitted in writing by the Grantor to the Grantee by certified mail, return receipt requested, at least 30 days before the proposed action is to take place. The Grantee shall review the proposal for compliance with the terms of this Conservation Easement Deed. The Grantee shall not unreasonably withhold approval, and if the Grantee does not communicate its disapproval to the Grantor in writing within 15 days of the receipt of Grantor's proposal, the Grantee's right to disapprove is waived.

4. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance with and to enforce the terms of this Conservation Easement Deed, and to exercise the rights conveyed hereby and to fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. The Grantee has the right to establish and/or allow pedestrian access to, on and across the Property for transitory passive recreational purposes, but not camping, by the general public; but the Property may be posted against such access or otherwise restricted by the Grantee.

C. The Grantee has the right to construct, manage, use, and maintain trails as public footpaths and to create and maintain vistas, overlooks, and/or signs associated with said trails provided that such activities are not detrimental to the purposes of this Conservation Easement Deed. Provided however, that the prior consent of the Grantor shall be required as to location, layout and extent of any such trail or trails; any such trail's location may be changed from time to time with the mutual consent of Grantee and Grantor.

D. The Grantee shall have the right to post a sign on the Property identifying it as "ASLPT Protected Land."

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantor agrees to notify the Grantee in writing ten (10) days before the transfer of title to or any interest in the Property.

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

6. BENEFITS AND BURDENS

The burden of the Conservation Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said Conservation 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 United States Government or any subdivision of either of them, consistent with Section 170 (c) (1) of the Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer.

7. BREACH OF EASEMENT

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

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

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach; and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

D. The Grantor may, however, take prudent actions under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from natural events such as, but not limited to, fire, flood, wind and earth movement.

8. POWER OF TERMINATION

If the Grantee ceases to enforce the Conservation Easement Deed conveyed hereby or fails to enforce it within thirty (30) days of receipt of written notice requesting such enforcement, delivered in hand or by certified mail, return receipt requested, then the Town of New London Conservation Commission shall have the right to terminate the interest of the Grantee in the Property by recording in the Merrimack County Registry of Deeds a notice to that effect referring hereto and shall upon such recording have all rights and interests granted to, and shall assume all responsibilities assumed by, the Grantee in this Conservation Easement Deed.

9. SEVERABILITY

If any provision of this easement is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of the Conservation Easement shall not be affected thereby.

10. CONDEMNATION

A. Whenever all or part of the Property is taken in the exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Conservation Easement conveyed hereby, the Grantor and the Grantee, or either of them, may thereupon act jointly or separately to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them, or either of them, thereby to be paid out of the damages recovered.

B. The balance of the damages recovered (including, for purposes of this subparagraph, proceeds from any lawful sale of the property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, as of the date of this Conservation Easement Deed, of their respective interests in that part of the Property condemned. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Conservation Easement Deed is reduced by the use limitations imposed hereby. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of the conservation purposes set forth herein.

11. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Conservation Easement Deed 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 Conservation Easement Deed are not diminished thereby and that a public agency or qualified organization described in Section 6 above, accepts and records the additional easement.

12. ARBITRATION OF DISPUTES

- A. Any dispute arising under this Conservation Easement Deed shall be submitted to arbitration in accordance with New Hampshire Chapter RSA 542, as amended.
- B. The Grantor and the Grantee shall each choose an arbitrator within thirty (30) days of written notice from either party. The arbitrators so chosen shall choose a third arbitrator within thirty (30) days of the selection of the second arbitrator.
- C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.
- D. A decision by the arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Conservation Easement Deed.
- E. If no decision is rendered within 90 days of submission to the arbitrators; or if no hearing is held within 90 days of written notice of the matter complained of, unless otherwise agreed to by the parties, then, in either event, either party may submit the matter to binding arbitration under the rules and auspices of the American Arbitration Association, which shall then become the binding method of arbitration.

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

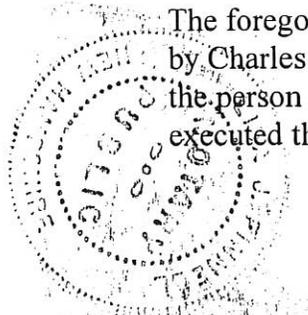
Executed this 20th day of April, 1998.

Laura E. Davis
Laura E. Davis

Charles E. Davis
Charles Ellsworth Davis

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 20th day of April, 1998, by Charles Ellsworth Davis and Laura E. Davis, known to me, or satisfactorily proven to be the person whose names are subscribed within, who acknowledged to me that they executed the within as their voluntary act and deed.

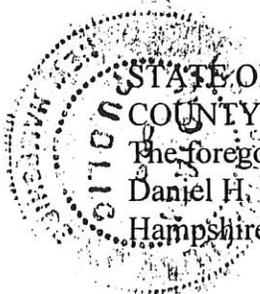


Lisa J. Finnell
~~Notary Public/Justice of the Peace~~
My Commission Expires: _____

LISA J. FINNELL, Notary Public (Notary Seal)
My Commission Expires December 20, 2001

Accepted: THE AUSBON SARGENT LAND PRESERVATION TRUST

By: *Daniel H. Wolf*
Daniel H. Wolf
Its Chairman, duly authorized



STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 20th day of April, 1998, by Daniel H. Wolf, Its Chairman, The Ausbon Sargent Land Preservation Trust, a New Hampshire Voluntary Corporation, on behalf of the Corporation.

Lisa J. Finnell

Notary Public/Justice of the Peace
LISA J. FINNELL, Notary Public
Commission expires: My Commission Expires December 20, 2000
(Notary Seal)

Accepted: The Town of New London Conservation Commission this 20 day of April, 1998.

By: *Terence E. Dancy*
Terence E. Dancy, Its Chairman
Duly authorized

Edward C. Parkhurst
Edward C. Parkhurst

Peter S. Stanley
Peter S. Stanley

Sue Ellen Andrews
Sue Ellen Andrews

Accepted: The Town of New London Board of Selectmen this 20th day of April, 1998.

By: *Douglas W. Lyon*
Douglas Lyon, Chairman

Edmund Taylor
Edmund Taylor

Mark Kaplan
Mark Kaplan

APPENDIX A
Property Description

A certain tract or parcel of land, with buildings thereon, located in the Town of New London, County of Merrimack, State of New Hampshire, being known as Tract 1 on a plan entitled "Plan of Land, Property of Charles E. Davis and Property of Charles E. Davis & Laura E., Davis, located in New London, N.H., December, 1990", prepared by Pierre J. Bedard, L.L.S., H.C.R. 66, Route 4-A, Wilmot N.H. 03287, recorded on March 28, 1991 as Plan #12032 at the Merrimack County Registry of Deeds, and being more particularly described as follows:

Beginning at an iron rod in a drillhole set on the northwesterly or northerly edge of NH Route 103-A at the southwesterly corner of Tract 2 as shown on said plan;

Thence South 51 degrees 38' 04" West a distance of 27.12 feet, more or less, along a stone wall on NH Route 103-A to the end of said stone wall;

Thence South 47 degrees 07' 48" West a distance of 173.37 feet, more or less, along NH Route 103-A to the end of a stone wall;

Thence continuing along NH Route 103-A and along said wall South 46 degrees 55' 12" West a distance of 204.48 feet, more or less, to an intersection of said wall with another stone wall;

Thence proceeding still along NH Route 103A and stone wall South 47 degrees 43' 08" West a distance of 274.78 feet, more or less, to the end corner of the stone wall;

Thence South 46 degrees 01' 06" West a distance of 158.48 feet, more or less, along NH Route 103-A to an end corner of another stone wall;

Thence South 45 degrees 27' 53" West a distance of 23.20 feet, more or less, along said wall and NH Route 103-A to a point;

Thence South 48 degrees 27' 05" West a distance of 113.99 feet, more or less, along said wall and NH Route 103-A to a point;

Thence South 52 degrees 24' 39" West a distance of 56.47 feet, more or less, along said wall and NH Route 103-A to an iron pipe at land now or formerly of Soo-Nipi Park Lodge, Inc.;

Thence turning and proceeding North 24 degrees 28' 17" West a distance of 178.64 feet, more or less, along said Soo-Nipi Park Lodge, Inc. land to a 1.5" iron pipe;

Thence turning and proceeding North 59 degrees 37' 03" East a distance of 15 feet, more or less, to a 1.5" iron pipe;

Thence turning and proceeding North 29 degrees 50' 22" West a distance of 15 feet, more or less, to a 1.5" iron pipe;

Thence turning and proceeding South 56 degrees 33' 43" West a distance of 15 feet, more or less, to a 1.5" iron pipe, the last three courses enclosing a well on the land now or formerly of Soo-Nipi Park Lodge, Inc.;

Thence turning and continuing North 18 degrees 41' 39" West a distance of 1,422.74 feet, more or less, along said Soo-Nipi Park Lodge, Inc. land to a 1.25" iron pipe in a stone wall;

Thence North 64 degrees 19' 50" East a distance of 39.55 feet, more or less, along said wall to a 1" iron pipe at a corner of stone walls;

Thence North 33 degrees 05' 15" West a distance of 70.23 feet, more or less, along a stone wall to a 1" iron pipe at another corner of stone walls;

Thence North 58 degrees 17' 44" East a distance of 105.10 feet, more or less, along a stone wall to a 1" iron pipe set 1.07 feet, more or less, from an intersection of stone walls;

Thence proceeding North 34 degrees 30' 27" East a distance of 1.07 feet to an intersection of stone walls;

Thence South 42 degrees 08' 10" East a distance of 75.51 feet, more or less, along a stone wall to an iron rod set at the intersection of stone walls;

Thence North 58 degrees 55' 00" East a distance of 136.16 feet, more or less, along a stone wall to a point;

Thence North 60 degrees 21' 27" East a distance of 163.18 feet, more or less, to a point at the intersection of stone walls;

Thence North 84 degrees 28' 31" East a distance of 43.17 feet, more or less, along a stone wall to the end of the stone wall;

Thence North 88 degrees 01' 37" East a distance of 682.23 feet, more or less, along land now or formerly of Wallace & David Howard, and Priscilla Wheeler, to the end of a stone wall;

Thence North 79 degrees 23' 05" East a distance of 13.87 feet, more or less, along said stone wall to a point;

Thence South 75 degrees 13' 03" East a distance of 8.50 feet, more or less, along said stone wall to a point;

Thence North 88 degrees 44' 00" East a distance of 61.12 feet, along said stone wall to an iron rod in drill hole set at junction of stone walls;

Thence South 12 degrees 48' 08" East a distance of 44.89 feet, more or less, along a stone wall to a point;

Thence South 08¹/₄ degrees 17' 41" East a distance of 59.94 feet, more or less, along said stone wall to a point;

Thence South 10 degrees 02' 44" East a distance of 98.62 feet, more or less, along said stone wall to a point;

Thence South 18 degrees 55' 16" East a distance of 46.98 feet, more or less, along said stone wall to a 1/2" iron rod, the previous four courses being along land now or formerly of Snolsen, Inc.;

Thence South 16 degrees 30' 15" East a distance of 64.18 feet, more or less, along said stone wall to a point;

Thence South 19 degrees 34' 49" East a distance of 79.20 feet, more or less, along said stone wall to a point;

Thence South 18 degrees 05' 37" East a distance of 100.82 feet, more or less, along said stone wall to a 1/2" iron rod, the last three courses being along land now or formerly of Herbert and Evelyn Whitney;

Thence South 11 degrees 26' 46" East a distance of 144.41 feet, more or less, along said wall to a point;

Thence South 18 degrees 39' 47" East a distance of 118.38 feet, more or less, along said wall to an iron rod, the previous two courses being along land now or formerly of Donald L. Whitney;

Thence South 46 degrees 46' 06" West a distance of 100 feet, more or less, along land now or formerly of Allan and Marie MacDonald to an iron rod set at northwest corner of said MacDonald land and at the northeast corner of Tract 2 on said Plan;

Thence South 47 degrees 02' 17" West a distance of 150 feet, more or less, along said Tract 2 to an iron rod;

Thence South 24 degrees 51' 14" East a distance of 200 feet, more or less, along said Tract 2 to an iron rod in a drillhole in a stone wall at the edge of NH Route 103-A, being the place or point of beginning. Containing 36.33 acres, more or less, all as shown on said Plan.

Meaning and intending to describe and convey a Conservation Easement on Tract 1 as conveyed by Warranty Deed from Charles Ellsworth Davis to Charles Ellsworth Davis and Laura E. Davis, recorded on March 28, 1991 at Merrimack County Registry of Deeds at Book 1856, Page 1119.

MERRIMACK COUNTY RECORDS

Kathi L. Quay, Register