

THIS IS A CONVEYANCE TO AN INSTRUMENTALITY OF THE STATE OF NEW HAMPSHIRE WHICH IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX PURSUANT TO NEW HAMPSHIRE RSA 78-8:2, I AND FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17-g, II.

### WARRANTY DEED

KNOW ALL PERSONS BY THESE -PRESENTS, That **John H. Farrell, Trustee of the Sprucewoods Retirement Trust** ("Sprucewoods") currently of 8 Littlejohn Road, Durham, NH 03824 and **Chet Tecce, Jr., Trustee of the Chet Tecce, Jr. Revocable Living Trust** ("Tecce") with a mailing address of 240 Mast Road, Town of Durham, County of Strafford, State of New Hampshire, 03224 (hereinafter Sprucewoods and Tecce shall be referred to as "GRANTOR"); **FOR CONSIDERATION PAID, GRANTS TO, THE TOWN OF DURHAM**, with a mailing address of 15 Newmarket Road, Durham, NH 03824-2898 (hereinafter "GRANTEE")

#### WITH WARRANTY COVENANTS:

A certain portion of a tract or parcel of land containing 172 +/- acres and located in the Town of Durham, County of Strafford, State of New Hampshire, located on the northerly side Mill Road, so called, and northeasterly side of Packers Falls Road, so called, being a portion of the land conveyed to Sprucewoods herein by deed of Douglas E. Worthen and William R. Worthen and recorded in Book 3215, Page 18 of the Strafford County Registry of Deeds as depicted on a plan entitled "*Wetland Reserve Program Conservation Easement, Natural Resources Conservation Service Agreement #6614280197901 of Property in the Name of Sprucewoods Retirement Trust, Shown as Tax Map 13 / Lot 14-2, Mill Road & Packers Falls Road, County of Strafford, Durham, NH,*" dated January 15, 2013, prepared by David W. Vincent, LLS, Land Surveying Services, of Barrington, NH, recorded at the Strafford County Registry of Deeds as Plan No. 105-26 (the "Sprucewoods Property"), and being all and the same land conveyed to Grantor herein by deed of Chet Tecce Jr, Trustee of the Chet Tecce Jr Revocable Trust of even or nearly even date hereto and recorded herewith at the Strafford County Registry of Deeds as depicted on a plan entitled "*Wetland Reserve Program Conservation Easement, Natural Resources Conservation Service Agreement #661428019N701 of Property in the Name of Chet Tecce Jr. Revocable Living Trust, Shown as a Portion of Tax Map 13 / Lot 6-3, Off Mast Road, County of Strafford, Durham, NH,*" dated January 16, 2013, prepared by David W. Vincent, LLS, Land Surveying Services, of Barrington, NH, recorded at the Strafford County Registry of Deeds as Plan No. 105-25 (the "Tecce Property" the Sprucewoods Property when

combined with the Tecce Property is hereinafter referred to as the "Property") and the Property is being conveyed with restrictions as set forth in the Conditions and Restrictions provided herein. See plan entitled "*Lot Line Adjustment Plan of Properties in the name of Chet Tecce, Jr. Revocable Living Trust & Sprucewoods Retirement Trust shown as Tax Map 13/Lots 6-3 and 14-2 located at Mill Road, Packers Falls Road & Mast Road, County of Strafford, Durham, NH,*" dated October 23, 2012, and revised November 12, 2012, prepared by David W. Vincent, LLS, Land Surveying Services, of Barrington, NH, recorded at the Strafford County Registry of Deeds as Plan No. 105-27. See also Exhibit A for a metes and bounds description of the Property.

The Property is being conveyed subject to the following matters of record

1. Current use taxation recorded in Book 1568, Page 302 (Sprucewoods Property) and in Book 968, Page 223 (Tecce Property).
2. A water pipe easement granted to the University of New Hampshire recorded in Book 876, Page 266.
3. Ground water easements recorded in Book 2017, Page 290 and 291.
4. An Access and Utility Easement and two slope and drainage easements to Sprucewoods Realty Trust and Orbit Construction, Inc. recorded in Book 2323, Page 230.
5. Wetlands Reserve Conservation Easement Deed ("Conservation Easement") granted by John H. Farrell, Trustee of the Sprucewoods Retirement Trust ("Sprucewoods Conservation Easement") and Wetlands Reserve Conservation Easement Deed granted by Chet Tecce, Jr., Trustee of the Chet Tecce Jr. Revocable Living Trust ("Tecce Conservation Easement"; hereinafter the Sprucewoods Conservation Easement and the Tecce Conservation Easement shall be referred to as the "Conservation Easements") both of which were granted to the United States of America, Natural Resources Conservation Service, U.S. Department of Agriculture of even or nearly even date hereto and to be recorded herewith in the Strafford County Registry of Deeds.

The Property is also being conveyed together with such rights as were conveyed in the Access Easement Deed of Sandy Brook Corporation to Tecce dated January 8, 2013 and recorded in Book 4087, Page 716 of the Strafford County Registry of Deeds.

ALSO CONVEYING AND GRANTING an Executory Interest and a contingent right of termination on the Property to the LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM AUTHORITY ("LCHIP" also sometimes referred to as the "Executory Interest Holder"), a New Hampshire nonprofit corporation and public instrumentality of the State of New Hampshire with a mailing address of 13 West Street, Suite 3, Concord, Merrimack County, State of New Hampshire 03301, which, unless the context clearly indicates otherwise, includes LCHIP's successors and assigns).

ALSO CONVEYING AND GRANTING a Third Party Right of Enforcement to NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES ("NHDES", an agency of the State of New Hampshire with a mailing address of 29 Hazen Drive, Concord, Merrimack County, NH 03301, which, unless the context clearly indicates otherwise, includes NHDES's successors and assigns.) The parties understand that the Property was acquired, in part, with funding received from the NHDES Aquatic Resources Mitigation Fund. NHDES shall have the right to enforce the conditions and restrictions contained herein and NHDES shall have the right to recover the costs of such enforcement from the grantee or its successors and assigns.

The Executory Interest and contingent right of termination is conveyed pursuant to New Hampshire RSA 477:45-47, RSA 486-A:1-14 and RSA 227-M (the Land and Community Heritage Investment Program), and pursuant to New Hampshire RSA 482-A, and constitutes an Executory Interest hereby granted to the State of New Hampshire, acting through the Land and Community Heritage Investment Authority. This interest is conveyed exclusively for the purposes of protecting the Property for the following purposes and uses: open space, scenic values, cultural significance, forest management, low-impact outdoor recreation, water quality, fish & wildlife habitat, and with NH's RSA Chapter 227-M, which states: "The intent of the Program is to conserve and preserve this state's most important natural, cultural and historical resources through the acquisition of lands and cultural and historical resources, or interests therein, of local, regional and statewide significance, in partnership with the state's municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state's economy, environment and overall quality of life."

Conditions and Restrictions:

**NO TRANSFERS:** The Grantee shall not give, grant, sell, convey, transfer, mortgage, pledge or otherwise encumber the Property, excepting the leasing of the two (2) existing lease lots without the prior written approval of the Authority. In accordance with New Hampshire RSA 227-M:14, notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of any resource asset acquired under the LCHIP grant to uses or purposes not consistent with the purposes of RSA chapter 227-M shall be permitted. The sale, transfer, conveyance, or release of any resource asset from public trust is prohibited, in accordance with New Hampshire RSA chapter 227-M, except as provided in RSA 227-M:13.

**PUBLIC ACCESS:** The Grantee shall permit pedestrian access to, on, and across the property for hunting, fishing, and transitory passive recreational purposes, but not camping, by members of the public. The Grantee may post against or limit such access, with prior approval of LCHIP, if such activities become inconsistent with the purposes for protecting the property and/or when public safety would be at risk.

**POSTING RE VEHICLES:** Grantee may reserve the right to post against vehicles, motorized or otherwise.

**POSTING DURING TIMBER OPERATIONS:** Grantee may post against hunting on forest land during timber harvests or establishment of plantations.

**NO STRUCTURES:** Grantee shall not construct, maintain, erect, or install physical improvements to the Property, except structures that serve allowed conservation uses, or as needed for water uses as permitted in the Conservation Easements, nor shall Grantee disturb the surface or alter the topography of the Property except (i) for the maintenance of existing roads and construction of roads required to implement land management activities; or (ii) for the construction or maintenance of water uses as allowed in the Conservation Easements..

**FEES:** Grantee shall have the right to collect reasonable fees in support of the stewardship of the property or for leasing of existing seasonal recreational lease lots.

**NO COMMERCE:** No industrial or commercial activities except agriculture, forestry, or other reserved rights as specified herein and approved by LCHIP.

**NO SUBDIVISION:** The Property may not be subdivided and shall be conveyed only in its entirety, unless approved by LCHIP

**LAND USE REGULATION:** The Grantee shall not use the Property to meet open space requirements of any land use regulation process.

The conditions and restrictions above shall be enforceable in perpetuity by actions at law or by proceedings in equity by LCHIP or NHDES, or both

The Grantee shall take all reasonable steps to correct any violation of the purposes and conditions of the Grant in the event a breach is discovered. If the Grantee ceases to adhere to the restrictions and conditions in this deed within thirty (30) days after receipt of written notice of a material breach, delivered in hand or by certified mail, return receipt requested, from the State of New Hampshire, acting through the Executory Interest Holder, then the Executory Interest Holder shall have the right to enforce the restrictions and conditions of this deed by an action at law or in equity or by administrative proceedings as may be provided by law. In the event a material breach is established, all reasonable costs and attorney fees of such enforcement shall be paid by the Grantee.

Further, the Executory Interest Holder, on behalf of the State of New Hampshire, shall also have the right and power to terminate the interest of the Grantee in the Property in the event a material breach has not been cured after reasonable notice and opportunity to cure, except the LCHIP shall not have the right to terminate against interests held by the State of New Hampshire acting through any of its resources protecting departments. The Executory Interest Holder shall record a Notice in the Strafford County Registry of Deeds declaring that it is exercising its power of termination and giving the Grantee a period of at least ninety (90) days from the date of the Grantee's receipt of the Notice to correct the material breach. If the material breach is not cured within the stated time period (or any extension agreed to in writing by the Executory Interest Holder), then the termination shall become final. Upon termination, all legal and equitable fee simple title in the Property shall be vested automatically in the Executory Interest Holder, which

shall assume and thereafter possess all interests, rights, responsibilities and duties of record previously granted to and incumbent upon the Grantee at that point.

The Executory Interest Holder shall have reasonable access to the Property and all of its parts for such inspection as the Executory Interest Holder find necessary to determine compliance with and enforce the terms hereof, to exercise the rights conveyed hereby, to carry out the duties assumed by the Executory Interest Holder, and to maintain boundaries if the Executory Interest Holder desires.

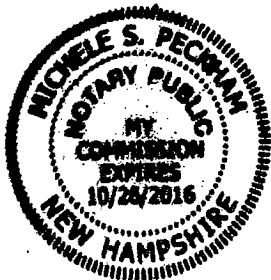
The interests held by the Executory Interest Holder are assignable or transferable to any party qualified by the State of New Hampshire to become the Executory Interest Holder's assignee or transferee, who shall have like power upon such assignment or transfer. In the event of any foreclosure or other exercise of rights under this right of termination by the Executory Interest Holder, its successors and assigns, the Property secured thereby shall continue to be subject to all of the restrictions and other terms and conditions set forth in this Deed.

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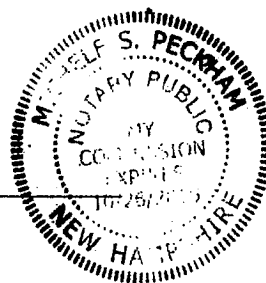
GRANTOR:

**CHET TECCE, JR., TRUSTEE OF THE CHET TECCE, JR. REVOCABLE LIVING TRUST**

Executed this 29<sup>th</sup> day of March, 2013.



Chet Tecce, Jr.  
Chet Tecce, Jr., Trustee



**STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFOD**

Personally appeared before me this 29<sup>th</sup> day of March, 2013, Chet Tecce, Jr., Trustee of the Chet Tecce, Jr. Revocable Living Trust, known to me, or satisfactorily proven, to be the person whose name I subscribed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

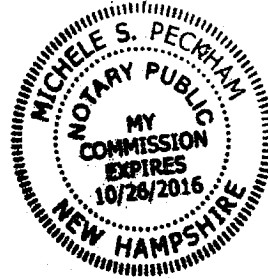
Michael Sheehan  
Notary Public/Justice of the Peace  
My commission expires 10-26-2016

GRANTOR:

**JOHN H. FARRELL, TRUSTEE OF THE SPRUCEWOODS RETIREMENT TRUST**

Executed this 29<sup>th</sup> day of March, 2013.

*John H. Farrell, Trustee*  
John H. Farrell, Trustee of the  
Sprucewoods Retirement Trust



STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this, the 29<sup>th</sup> day of March 2013, personally appeared, John H. Farrell, Trustee of the Sprucewoods Retirement Trust known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained on behalf of the Sprucewoods Retirement Trust.

Before me,

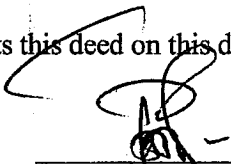
*Michele S. Peckham*

Notary Public:

My Commission Expires: 10-26-2016

ACCEPTED: TOWN OF DURHAM

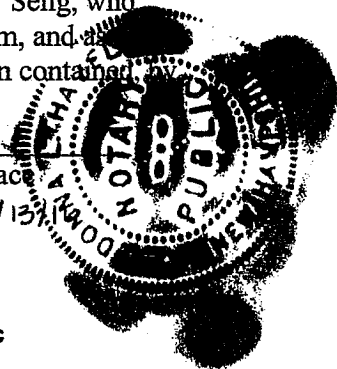
The TOWN OF DURHAM hereby accepts this deed on this day 29<sup>TH</sup> of March, 2013.

  
\_\_\_\_\_  
Todd I. Selig, Town Administrator,  
hereunto duly authorized

STATE OF NEW HAMPSHIRE,  
COUNTY OF STRAFFORD

Personally appeared before me on this 29<sup>th</sup> day of March, 2013, Todd I. Selig, who acknowledges himself to be the Town Administrator for the Town of Durham, and as duly authorized to executed the foregoing instrument for the purposes therein contained, signing his name on behalf of the Town of Durham.

Donna L. Hamel  
Notary Public/Justice of the Peace  
My Commission Expires: 7/13/16



DONNA L. HAMEL, Notary Public  
Justice of the Peace  
My Commission Expires July 13, 2016



EXECUTORY INTEREST HOLDER:

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES

By: Vicki V. Quiram  
Vicki V. Quiram, Assistant Commissioner for  
Thomas S. Burack, Commissioner

Lori L. Sommer  
WITNESS:

Print Name: Vicki V. Quiram

Print Name: Lori L. Sommer

Date: 3/27/2013

Date: 3/27/2013

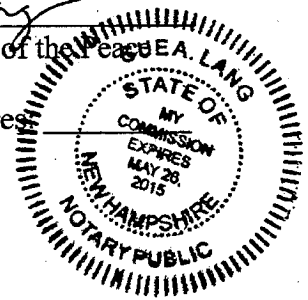
THE STATE OF NEW HAMPSHIRE

Merrimack (COUNTY), SS.

On the 27<sup>th</sup> day of March 2013, before me personally  
appeared Thomas S. Burack, known to me (or satisfactorily proven) to be the person whose  
name appears above, and he acknowledged that he executed this document in the capacity  
indicated above.

A. A. Lang  
Notary Public/Justice of the Peace

My commission expires



EXECUTORY INTEREST HOLDER:

LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By: Dorothy T. Taylor  
Dorothy T. Taylor, Executive Director  
Land and Community Heritage Investment  
Program for the State of New Hampshire

Michelle Wilkerson  
WITNESS:

Print Name: Dorothy T Taylor

Print Name: Michelle Wilkerson

Date: 3-26-13

Date: 3-26-2013

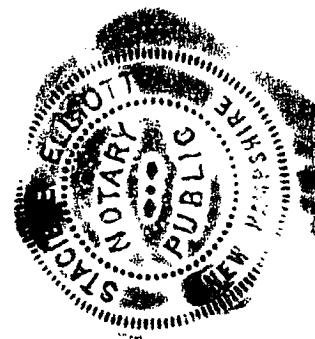
THE STATE OF NEW HAMPSHIRE

Merrimack (COUNTY), ss.

On the 26<sup>th</sup> day of March, 2013, before me personally appeared Dorothy Taylor, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that she executed this document in the capacity indicated above.

Stacie Elliott  
Notary Public/Justice of the Peace

My commission expires: STACIE E. ELLIOTT, Notary Public  
My Commission Expires September 9, 2014



## Exhibit A

Beginning at a point on the northerly side of Mill Road at the southwesterly corner of land now or formerly of Sandy Brook Corp., situated in the Town of Durham, County of Strafford, State of New Hampshire;

thence N 81°14'35" W a distance of 208.19' to a point; thence N 82°07'47" W a distance of 237.50' to a point; thence N 81°50'13" W a distance of 477.00' to a point; thence N 80°30'34" W, all along said Mill Road a distance of 237.01' to a point at the northeasterly side of said Packers Falls Road; thence N 36°17'13" W a distance of 187.54' to a point; thence with a curve turning to the left with an arc length of 128.40', with a radius of 200.00', to a point; thence N 73°04'18" W, all along said Packers Falls Road, a distance of 386.79' to a point at land now or formerly of the Town of Durham; thence N 25°25'00" E a distance of 536.04' to a point; thence N 09°24'38" E a distance of 229.65' to a iron pipe; thence N 12°35'54" E a distance of 461.45' to a point; thence N 19°40'14" E a distance of 401.83'; thence N 21°33'56" E a distance of 132.09'; thence N 16°13'18" E a distance of 156.65'; thence N 18°06'12" E a distance of 139.90'; thence N 10°57'05" E a distance of 105.28'; thence N 16°15'04" E, all along land of said Town of Durham a distance of 75.93' to land now or formerly of Joseph N. Colasante; thence N 17°28'17" E a distance of 170.17' to a point; thence N 14°27'27" E a distance of 146.16' to a point; thence N 19°02'18" E a distance of 74.77' to a point; thence N 17°17'01" E a distance of 121.81' to a point; thence N 11°17'29" E a distance of 109.50' to a point; thence N 12°55'35" E a distance of 161.91' to a point; thence N 14°14'10" E a distance of 134.98' to a point; thence N 18°09'57" E a distance of 207.27' to a point; thence N 20°48'12" E a distance of 269.46'; thence N 21°36'18" E a distance of 111.87' to steel stake; thence continuing N 21°36'18" E, all along land of said Colasante, a distance of 24', more or less, to the center of the said Oyster River at land now or formerly of Amber Acres LLC; thence in a generally easterly direction, along the center of the said Oyster River and land of said Amber Acres LLC, and land now or formerly of Chet Tecce Jr. Revocable Living Trust, a distance of 5100, more or less, to a point in the center of the Oyster River at land now or formerly of the University of New Hampshire; thence S 01°26'36" E a distance of 31', more or less, to a drill hole at the end of a stone wall; thence continuing S 01°26'36" E, partially along said stone wall and land of said University, a distance of 920.25', to a drill hole in a stone wall at land now or formerly of Joyce L. Schow and Martha Garland; thence S 51°25'43" W a distance of 124.50' to a point; thence S 51°19'30" W a distance of 266.45' to a point; thence S 54°14'50" W a distance of 43.85' to a point; thence S 49°21'48" W a distance of 173.28' to a point; thence S 51°40'11" W a distance of 51.49' to a point; thence S 51°16'38" W a distance of 86.51' to a point; thence S 50°04'40" W a distance of 112.40' to a point; thence S 50°52'24" W, all along land of said Schow and Garland, a distance of 145.72' to an iron rod at land now or formerly of Sandy Brook Corp; thence N 84°35'24" W a distance of 82.10' to a point; thence N 64°17'10" W a distance of 40.33' to a point; thence N 67°19'49" W a distance of 104.28' to a point; thence N 71°29'06" W a distance of 373.23' to a point; thence N

72°52'07" W, all along land of said Sandy Brook Corp., a distance of 436.00' to an iron rod at land now or formerly of Sprucewoods Retirement Trust; at land of said Sandy Brook Corp.; thence S 06°25'58" W a distance of 60.91' to a point at land now or formerly of Emerishire LLC; thence N 83°34'02" W a distance of 60.00' to a point; thence S 06°25'58" W a distance of 28.75' to a point; thence S 73°29'04" W a distance of 560.66' to a point; thence N 82°59'09" W a distance of 302.75' to a iron pipe; thence S 00°35'43" E a distance of 430.84' to a point all along land of said Emerishire LLC; thence with a curve turning to the left with an arc length of 81.67', with a radius of 580.00', to a point; thence S 78°04'22" W a distance of 203.73' to a point; thence with a curve turning to the left with an arc length of 439.68', with a radius of 555.00', to a point; thence S 51°48'34" E, , a distance of 1,167.18', to a point at land of said Sandy Brook Corp.; thence S 02°49'59" E, along said Sandy Brook Corp., a distance of 382.81' to said point of beginning, having an area of 172 acres, more or less.

Excluded from this conveyance described above is the Wiggin/Tuttle burial ground. However the parcel is subject to the rights of the Wiggin and Tuttle heirs for ingress and egress across the parcel to access the said burial ground.