

12/28/00  
9:00 A.M.  
#0077567

## EASEMENT DEED

Eugene M. Van Loan III and Veronica A. Van Loan, husband and wife, both of 50 Pheasant Run, Bedford, Hillsborough County, New Hampshire 03110, P. Nicholas Van Loan and Nancy N. Van Loan, husband and wife, both of 174 Gerrish Road, Webster, Merrimack County, New Hampshire 03303, Robert Piejak and M. Christina Piejak, husband and wife, both of 80 Orchard Lane, Wayland, Middlesex County, Massachusetts 01778 (herein collectively the "Grantors"), for consideration paid, grants to Bedford Land Trust, of P.O. Box 10315, Bedford, New Hampshire 03110-0315 (herein the "Grantee"), with Warranty Covenants, the following:

A conservation easement in perpetuity over the entire area of the premises (herein the "Easement Area") located in the Town of Bedford, New Hampshire and more particularly described in Exhibit A attached hereto and incorporated herein.

### I. PURPOSE OF EASEMENT.

The purpose of this easement is primarily to assure that the Easement Area will be retained forever in its undeveloped, scenic, and open space condition, to prevent any use that will alter existing terrain or significantly impair or interfere with the conservation values and plant and wildlife habitat of the Easement Area and secondarily to allow Passive Recreational Uses (as hereinafter defined) of the Easement Area. This Easement shall be enforceable under, and have the benefit of, New Hampshire Revised Statutes Annotated Chapter 477:45, 46 and 47 as in effect on the date of this Easement Deed.

### II. SUCCESSORS TO GRANTEE.

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 the successor provisions thereto, or any qualified organization within the meaning of Section 170(h)(3) of said Code, or the successor provisions thereto, which government unit or qualified 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. In identifying a suitable assignee or transferee, Grantee shall use its best efforts to first identify a local government unit or qualified organization as assignee, and if no such organization is available, then the State or a qualified statewide organization shall be identified, and if no such organization is available and the State of New Hampshire is unwilling to accept the assignment, then the federal government or a national qualified organization shall be identified. Any such assignee or transferee shall have like power of assignment or transfer.

### III. RESTRICTIONS ON EASEMENT AREA.

By the granting of this easement, the Grantors, their successors and assigns, agree to the following:

1. The Easement Area shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, and no on-site activity will cause significant pollution of surface or subsurface waters or soils.
2. Except as otherwise provided for herein or in easements of record to which the Easement Area is already subject, no structure such as a dwelling, mobile home or building or the like, no tennis court, soccer field, football field, baseball field, softball field, or other sporting field, no basketball court, skateboard park or ramp, bicycle ramp, mechanical ski lift or ski tow, or the like, no impervious surface, no billboard, advertising sign, (which shall not prohibit informational signs and other directives), or the like, no swimming pool, artificial skating rink, aircraft landing strip, helicopter pad, or the like, and no improvement or structure such as radio, television, cellular telephone or other towers, antennas, satellite dishes, utility telephone poles or cables, electric, gas, sewer or other utility lines, pipes or poles, or the like, shall be constructed, located, placed or introduced onto or over the Property;
3. No mining, quarrying, excavation of rocks, minerals, gravel, sand, topsoil, or removal of vegetative growth, (specifically including the cutting or removal of trees and undergrowth), shall be accomplished upon or within the Easement Area except: (a) to maintain a suitable mix of woodlands, ground cover and field to encourage the retention and expansion of wildlife habitats or to provide food for wildlife; or (b) to allow Passive Recreational Uses (which may include the construction of the trails and footbridges over watercourses), in each case provided that such uses are not inconsistent with the spirit and intent of this Easement Deed.
4. No dumping, injection, or burial of materials then known to be environmentally hazardous shall be accomplished upon or within the Easement Area.
5. No motorized or wheeled vehicles shall be operated within the Easement Area, including, but not limited to snowmobiles, bicycles, motorcycles, all-terrain vehicles or other motorized vehicles of any kind, except maintenance and service vehicles.

### IV. USES OF EASEMENT AREA BY GRANTEE.

The Grantee, its successors and assigns, and its invitees and licensees (including, if invited or permitted by the Grantee, the general public) shall have the right of unrestricted use of the Easement Area for Passive Recreational Uses. In connection therewith, the Grantee shall also have the right to make such improvements and alterations to the Easement Area as are consistent with the RESTRICTIONS ON EASEMENT AREA described in paragraph III, above.

The term "Passive Recreational Uses" of the Easement Area as used herein shall mean pedestrian use of the Easement Area for hiking, snowshoeing, ice skating, fishing, bird watching, cross-country skiing (but not including races), picnicking and any similar uses provided that they are not inconsistent with the spirit and intent of this Easement Deed and do not interrupt the peaceful, tranquil character of the property. The term "Passive Recreational Uses" shall not include bicycling, rollerblading, skateboarding, hunting (except for management purposes to cull out animal overpopulations or to maintain a reasonable balance of wildlife species), camping, orienteering or other such off-trail activities.

The Grantee shall also have the right, at its sole expense, to construct a tasteful wall or fence along the perimeter of the Easement Area. In such event, the Grantee shall have the responsibility at its sole expense, to maintain such wall or fence in a state of good order and repair.

V. RIGHT OF FIRST REFUSAL.

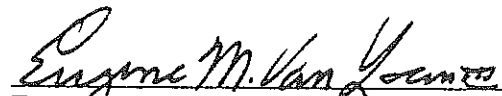
In the event the Grantors or any one of them decide to sell or otherwise transfer all or any part of their interest in premises containing the Easement Area, except as set forth in the following paragraph, Grantors shall first offer to sell such interest to the Grantee at the interest's fair market value. If the Grantors and Grantee cannot agree upon the interest's fair market value, then the parties shall jointly hire and pay an MAI or equivalent appraiser to appraise the interest to be sold. The appraiser's valuation of the fair market value of the interest shall be binding on the parties.

Notwithstanding the aforesaid, the Grantors may sell or otherwise transfer their interest in the premises containing the Easement Area to each other, to the owner(s), now or hereafter, of the property adjacent to the Easement Area located at 316 Wallace Road and presently owned by Eugene M. Van Loan, Jr. and Anna S. Van Loan, or to any organization which qualifies as a SUCCESSOR TO GRANTEE described in paragraph II, above, with or without consideration, free of the Grantee's right of first refusal provided for hereinabove.

For title, reference is made to deeds of Eugene M. Van Loan, Jr. and Anna S. Van Loan of Bedford, New Hampshire, Inc. to the within Grantors, dated August 5, 1997, February 8, 1998, and February 8, 1999, and recorded at the Hillsborough County Registry of Deeds at Book 5840, Page 1191, and Book 5909, Page 1388, and Book 6065, Page 687, respectively.

Homestead rights do not apply to this conveyance.

<sup>26th</sup>  
~~26th~~ In Witness Whereof, the undersigned have executed this Easement Deed ~~th~~ as of the  
~~26th~~ day of December, 2000.

  
Eugene M. Van Loan III

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

On this, the 26<sup>th</sup> day of December, 2000, before me, the undersigned officer, personally appeared the above-named Eugene M. Van Loan III, who executed the foregoing instrument for the purposes there in contained.

*Eugene M. Van Loan III*  
Justice of the Peace/Notary Public

*Veronica A. Van Loan*  
Veronica A. Van Loan

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

On this, the 25<sup>th</sup> day of December, 2000, before me, the undersigned officer, personally appeared the above-named Veronica A. Van Loan, who executed the foregoing instrument for the purposes there in contained.

*Eugene M. Van Loan III*  
Justice of the Peace/Notary Public

*P. Nicholas Van Loan*  
P. Nicholas Van Loan

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

On this, the 26<sup>th</sup> day of December, 2000, before me, the undersigned officer, personally appeared the above-named P. Nicholas Van Loan, who executed the foregoing instrument for the purposes there in contained.

*Eugene M. Van Loan III*  
Justice of the Peace/Notary Public

Nancy N. Van Loan  
Nancy N. Van Loan

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

On this, the 25<sup>th</sup> day of December, 2000, before me, the undersigned officer, personally appeared the above-named Nancy N. Van Loan, who executed the foregoing instrument for the purposes there in contained.

Eugene M. Van Loan III  
Justice of the Peace/Notary Public

Robert Piejak  
Robert Piejak

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

On this, the 25<sup>th</sup> day of December, 2000, before me, the undersigned officer, personally appeared the above-named Robert Piejak, who executed the foregoing instrument for the purposes there in contained.

Eugene M. Van Loan III  
Justice of the Peace/Notary Public

M. Christina Piejak  
M. Christina Piejak

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

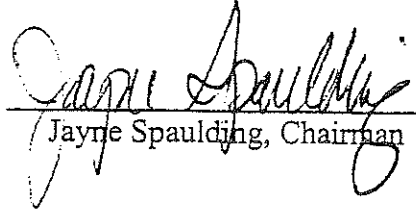
On this, the 25<sup>th</sup> day of December, 2000, before me, the undersigned officer, personally appeared the above-named M. Christina Piejak, who executed the foregoing instrument for the purposes there in contained.

Eugene M. Van Loan III  
Justice of the Peace/Notary Public

The foregoing Easement is hereby acknowledged and accepted pursuant to RSA 477:47, this 21<sup>st</sup> day of December, 2000.

BEDFORD LAND TRUST

By:

  
Jayne Spaulding, Chairman

STATE OF NEW HAMPSHIRE  
COUNTY OF Sillsborough

On this, the 21 day of December, 2000, before me, the undersigned officer, personally appeared the above-named Jayne Spaulding, as Chairman of the Bedford Land Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

  
Justice of the Peace/Notary Public

DEBORAH C. THOMPSON  
Notary Public / Justice of the Peace  
My Commission Expires June 10, 2003

## Exhibit A

Beginning at a point on the southerly line of land formerly of George F. Barnard approximately 128 feet S 74° W of an oak hub set in a stone wall at land now or formerly of Mathew A. Lipski; said point being 630 feet more or less west of the west line of Wallace Road, and being the northwest corner of land now of Anna S. Van Loan and Eugene M. Van. Loan, Jr.; thence

1. in a Westerly direction along the southerly line of land formerly of George F. Barnard to land formerly of Charles Anderson and now or formerly of one Dickey; thence
2. in a Southerly direction along the east line of land of said Dickey to the north line of land formerly of Charles Anderson and Charles P. Farley and now or formerly of Percy Maybe; thence
3. in an Easterly direction along the north line of land of said Percy Maybe to a stone retaining wall marking the east line of land of said Maybe; thence
4. in a Southerly direction along said stone retaining wall marking the east line of land of said Maybe 182.3 feet more or less to the north line of the North Amherst Road; thence
5. in an Easterly direction along the north line of the North Amherst Road 60 feet more or less to the southwest corner of land formerly of Campbell and now or formerly of one Gage and Doris M. Clark; thence
6. in a Northerly direction along the west line of said Gage and Clark land 185.4 feet more or less to the south line of land formerly of John N. McKelvie and now of John L. Wilson; thence
7. in an Easterly direction by the north line of land formerly of Campbell and now or formerly of said Gage and Clark to land of said Gage and Clark; thence
8. in a Northerly direction by the west line of land formerly of Campbell and now or formerly of said Gage and Clark to land formerly of John N. McKelvie and now or formerly of John L. Wilson; thence
9. in an Easterly direction by the north line of land formerly of Campbell and now or formerly of said Gage and Clark to the west bank of a brook; thence
10. in a Southerly direction along the west bank of said brook and following said bank of the brook in an Easterly direction along land formerly of Herbert O. Chalker and continuing along the south bank of the brook and along the north line of land now or formerly of Joseph Charron to a stone wall marking the west line of land now or formerly of Fred G. Holbrook; thence

11. in a Northerly direction across said brook to the highwater mark on the north bank of said brook; thence
12. in an Easterly direction and continuing in a Southerly direction following the highwater mark of said brook to the north line of North Amherst Road; thence
13. in an Easterly direction along the north line of North Amherst Road to land of one Holbrook; thence
14. in a Northeasterly direction by the northerly line of land of said Holbrook to the west line of Wallace Road; thence
15. in a Northerly direction by the west line of Wallace Road to a drill hole in base stone of stone wall at land of Anna S. Van Loan and Eugene M. Van Loan, Jr.; thence
16. North 53° 30' West 499.4 feet more or less by land of said Van Loan to an iron pipe driven into the ground; thence
17. South 85° West 250 feet more or less by a stone wall to an iron pipe set in the ground; thence
18. North 5° 30' West 430 feet more or less to an iron pipe driven into a stone wall; thence
19. North 34° East 280 feet more or less by a stone wall to an angle in a stone wall and the place of beginning.

The above interests in the premises are conveyed subject to the rights of way, rights of flowage, and to any and all easements, restrictions and encumbrances of record, and there is conveyed to the Grantee undivided interests in all rights and easements reserved or acquired which run with the said land conveyed.