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GRANT OF CONSERVATION EASEMENT
FROM
TOWN OF RYE
TO
ROCKINGHAM COUNTY CONSERVATION DISTRICT

The Inhabitants of the Town of Rye, Rockingham County, New Hampshire, acting through its Board of Selectmen and pursuant to a Vote of town residents of Rye at the Annual Town Meeting of the Town of Rye held on March 14, 2000 [hereinafter the "Owner"], for consideration of ONE DOLLAR and the obligations and duties accepted by the Grantee herein, hereby grant with QUITCLAIM COVENANTS to the Rockingham County Conservation District, a subdivision of the State of New Hampshire created and organized under Section 12 of Chapter 432 of the New Hampshire Revised Statutes Annotated with principal offices and a mailing address of 110 North Road, Brentwood, New Hampshire [hereinafter the "Grantee"], in perpetuity and exclusively for conservation purposes, a conservation easement having the terms and conditions hereinafter set forth [hereinafter the "Conservation Easement"] on the land in the Town of Rye, Rockingham County, New Hampshire owned by the Inhabitants of the Town of Rye and designated as Town Forest by Article 26 approved by Vote at the Annual Town Meeting of the Town of Rye held on March 9, 1999, and by Article 18 approved by Vote at the Annual Town Meeting of the Town of Rye held on March 14, 2000 [hereinafter the "Premises"], said Premises containing 176 acres and being more particularly described in Exhibit A attached hereto.

I. Purposes

The purposes of this Conservation Easement are to assure that, while permitting the forest management and public recreation uses described in Section III herein, the Premises will be retained IN PERPETUITY predominantly in its natural, scenic, undeveloped, and open condition as Town Forest for fish and wildlife conservation, native habitat protection, management of forest resources as described herein, associated public

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

recreation, and other conservation uses consistent with the spirit and intent of a) the Town Forest Law set forth in New Hampshire Revised Statutes Annotated (RSA) Chapter 31, Sections 110-113; b) the Town Meeting and Town Election Votes by the Inhabitants of the Town of Rye approved as Article 22 of the 1981 Town Meeting, Articles 26 & 27 of the 1999 Annual Town Meeting, and Article 18 of the 2000 Annual Town Meeting; and c) the environmental protection laws and regulations of the State of New Hampshire and the Town of Rye, and to prevent any use of the Premises that will significantly impair or interfere with the conservation and forest land values thereof. The conservation and permanent protection of the Premises will yield a significant public benefit for the following reasons:

1. The Premises consist of approximately 176 acres of undeveloped forestland with associated meadows, wetlands, and saltmarsh commonly known as the Rye Town Forest. The forestland consists of a large unfragmented block of forest which contains a great variety of native tree species such as eastern white pine, northern red oak, eastern hemlock, beech, black cherry, and sugar maple, along with associated understory plant species. At least two plant species, the stout bulrush [Scirpus robustus] and prolific knotweed [Polygonum prolificum], classified as rare by the New Hampshire Natural Heritage Inventory, have been identified on the Premises. A network of shrub wetlands dominated by high bush blueberry, winterberry holly, and other common shrubs occur throughout the Premises and add to the biological diversity and habitat importance thereof. The gentle rolling topography found on the Premises contains woodland vernal pools essential to the reproduction and survival of salamanders and other amphibians. The saltmarsh contains a highly productive habitat for shorebirds and waterfowl such as the egret and black duck while also serving as a nursery and feeding area for many marine species. This unfragmented block of land provides a continuous corridor from the saltmarsh to the forested upland and forested wetlands found on the Premises. The corridor is very important to wildlife species which require access to a variety of habitats and food sources.

The protection of the Premises will help protect this undeveloped habitat comprising this natural corridor for native wildlife and plant communities and preserve a large unfragmented block of habitat types which is increasingly rare in Rye and the adjacent coastal communities.

2. Preservation of the Premises, by forever prohibiting development, including residential, commercial, municipal, organized recreational, and other development of any kind whatsoever of the conservation lands comprising the Town Forest as set forth in Exhibit A, and by prohibiting alterations to the natural character of said conservation lands, will protect the area's scenic and open space value and enhance the passive recreational, human enjoyment, and ecological values of this conservation open space. The Town of Rye was until recently a community with a relatively small population and a large amount of forestland and open space. In recent years, Rye has experienced significant residential development, with many new houses being constructed. This development pressure continues to increase as more and more people move to the seacoast area and such development threatens to destroy much of the remaining forestland and open space in Rye and thereby severely degrade the natural resources, scenic beauty, and open rural character of the Town. The Premises with its undeveloped forest habitat and adjacent saltmarsh represents one of the largest remaining blocks of undeveloped open space left in Rye and is thus an integral part of the unique character and history of the Town of Rye and of great value and importance to the residents thereof. The permanent protection of the Premises as undeveloped conservation land and open space will thereby help preserve the natural resources, scenic beauty, and open rural character of Rye for the benefit of current residents and future generations.

3. The Premises are used year-round by many residents of Rye for recreational activities such as walking, hiking, bird-watching, horseback riding, cross-country skiing, nature studies, and enjoyment of the natural world that are associated with and require a large block of undeveloped open space and natural

habitat lands. Protection of the Premises in its natural condition will enable these public activities and the enjoyment derived therefrom to continue in perpetuity, will prevent uses that are incompatible and that interfere with these recreational uses and the enjoyment derived therefrom, and will thereby protect these important and widely-enjoyed recreational values of the Premises.

4. The purposes described above pertaining to the importance of this Conservation Easement are consistent with Chapter 79-A of New Hampshire Revised Statutes Annotated which states that "It is hereby declared to be in the public interest to encourage the preservation of open spaces, thus 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, agricultural, and wildlife resources."

II. Prohibited Acts and Uses

In order to carry out the purposes set forth in Section I above, the Premises will at all times be held, used, and conveyed subject to the following restrictions, and the Town of Rye and its successors and assigns will not perform or permit the following acts or uses on, over, or under the Premises:

(1) Constructing or placing of any dwelling, building, tennis or basketball court, soccer or baseball or any other sports field, landing strip, mobile home, swimming pool, asphalt or concrete pavement, parking area, billboard or other advertising display, utility pole or tower, conduit, line, fence, barrier, wall, septic system, or any other temporary or permanent structure or facility;

(2) Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposits, with the exception of Rye Conservation Commission salt marsh restoration;

(3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or any other substance or material whatsoever, including but not limited to the installation of underground

storage tanks, except as identified in Section III as reserved rights;

(4) Activities detrimental to drainage, flood control, water conservation, erosion control, or soil conservation;

(5) The use of automobiles, trucks, motorcycles, motorized trail bikes, and snowmobiles, or any other motorized vehicles except for activities authorized under Section III and as required by the police, fire department, or other governmental agents in carrying out their lawful duties;

(6) Removal or destruction of trees, shrubs, or any other vegetation thereon except for activities authorized under Section III;

(7) Any commercial or industrial use;

(8) The storage of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises;

(9) The application of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises except by licensed applicators in strict compliance with all existing state and federal laws and regulations, in accordance with the approved Forest Management Plan required under Section III (3) herein, and after written notice provided to the Grantee at least 10 days prior to application; and

(10) Any uses of or activities on the Premises which would harm or otherwise adversely affect any state or federally recognized rare, threatened or endangered species or the habitat thereof, with such determination of harm or other adverse effect 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;

(11) Planting, release, cultivation, maintenance, or other activity that would result in the introduction, establishment, and/or enhancement of plant, animal or other species that are not native to New Hampshire.

(12) Any other uses of or activities on the Premises which would be inconsistent with the purposes of this Conservation

Easement or detrimental to the conservation purposes and interests which are the subject of this Conservation Easement.

III. Reserved Rights of Owner

Notwithstanding anything contained in Section II, the following acts and uses by Owner and Owner's successors and assigns are permitted but only to the extent that such acts and uses do not materially impair the purposes of this Conservation Easement.

(1) Maintenance of existing woods roads, trails, bridges, culverts, fences, gates, stone walls, and barriers, and the installation of signs to guide and inform users of said roads and trails. The relocation of woods roads and trails existing on the date this Conservation Easement is signed and the construction of new woods roads, trails and associated signs, gates, and barriers are permitted if and as authorized in an approved Forest Management Plan pursuant to subsection (3) below.

(2) Recreational use of the Premises by the public for outdoor recreational activities such as walking, hiking, wildlife observation, cross-county skiing, dog-walking, horseback riding, picnicking, bird-watching, biking, scouting activities under the auspices of the Girl and/or Boy Scouts of America in areas designated by the Rye Conservation Commission, and similar activities that do not involve the use of motorized vehicles, motorized bikes, or motorized equipment, do not adversely affect the natural condition of the Premises as undeveloped forest land and associated wetlands and adjacent saltmarsh, and do not require the construction or maintenance of any facilities.

(3) The cultivation and harvest of forest products carried out a) so as to effectuate and achieve the purposes and goals set forth in Section I herein; b) in accordance with State of New Hampshire and local forest management and environmental laws and regulations as may be promulgated from time to time; and c) applying i) New Hampshire Best Management Practices as set forth in "Good Forestry in the Granite State - Recommended Voluntary Forest Management Practices for New Hampshire" prepared by the New Hampshire Forest Sustainability Work Team dated 1997, as amended

if revised from time to time, or then-current generally accepted best management practices set forth in similar successor publications approved in writing by Grantee, ii) the Forest Management Standards attached as Exhibit B, and iii) erosion control practices set forth in "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" [J.B. Cullen, 1996], as revised from time to time.

At least every 10 years the Owner acting through the Rye Conservation Commission shall prepare or update a Forest Management Plan which Plan shall incorporate and apply said Best Management Practices, the Forest Management Standards set forth in Exhibit B, and said erosion control practices, and shall require that all forest management and harvest activities be performed to the maximum extent practicable to achieve the following goals:

- a) maintain soil productivity;
- b) protect water quality, wetlands, and riparian areas;
- c) minimize soil erosion;
- d) not materially impair the scenic quality of the Premises as viewed from public roads, trails, and the adjacent saltmarsh;
- e) protect unique or fragile natural areas;
- f) protect unique historic or cultural features;
- g) protect rare native plant and animal species and natural communities; and
- h) prevent and control the introduction, establishment, and enhancement of plant, animal, and other species not native to New Hampshire.

The Forest Management Plan shall be submitted to Grantee for approval along with a written Certification from Owner certifying that said Plan has been prepared in compliance with the terms of this Conservation Easement and explaining in detail how the Plan so complies with the above-described state and local environmental laws and regulations, Best Management Practices, the Forest Management Standards set forth in Exhibit B, the purposes and goals set forth in Section I of this Conservation Easement, and generally accepted principles of ecology and forest stewardship.

The Grantee may review said Plan and the Certification and

either approve said Plan or offer comments, suggestions and recommendations thereon. Should Grantee disagree with any of the analyses and conclusions of the Owner set forth in the Certification, Grantee shall provide to Owner a written description of the reasons for said disagreement.

Owner shall review Grantee's reasons and make reasonable good faith efforts to consult with Grantee regarding said disagreements. After said consultation and discussion, Owner shall provide to Grantee a written response which describes the changes made to the Forest Management Plan based on Grantee's comments and/or explains in detail why Owner does not agree with Grantee's reasoning and position.

If after reviewing Owner's response the Grantee agrees therewith, Grantee shall approve said Plan and send written notice of said approval to Owner.

If Grantee does not agree with Owner's response and said disagreement over the contents of the Forest Management Plan cannot be resolved within 60 days thereafter, said disagreement shall be submitted to binding arbitration through an arbiter chosen by mutual agreement of Owner and Grantee. Said arbiter shall be licensed by the American Arbitration Association and act pursuant to the rules of the American Arbitration Association. In selecting an arbiter, the Owner and the Grantee agree to give preference to an individual with knowledge and experience in conservation issues. The Owner and the Grantee shall also chose a licensed New Hampshire forester mutually agreed upon by Owner and Grantee to assist and advise the arbiter in evaluating the forest management issues that are the subject of the dispute. The Forest Management Plan shall be modified as necessary to comply with any ruling by the arbiter. Any costs associated with said arbitration shall be split equally between the Owner and the Grantee.

Owner shall conduct only those activities consistent with the approved Forest Management Plan. The initial Forest Management Plan shall be prepared by Owner within 2 years of the date this Conservation Easement is signed.

No timber harvest activities shall be carried out until the

Forest Management Plan has been prepared, reviewed, and approved as set forth above. Owner shall give 45 days advance notice to Grantee before carrying out any forest management activities under said Plan. Forest Management activities carried out by Owner in compliance with a Forest Management Plan that has been agreed to by Grantee shall be deemed to not materially impair the purposes of this Conservation Easement.

(4) Cutting, pruning, mowing and removal of trees, shrubs, and other vegetation (a) to remove safety hazards, diseased trees, or insect damage, (b) to preserve vistas, (c) to construct hiking and nature trails and woods roads, and (d) pursuant to the approved Forest Management Plan described in subsection (3) above.

(5) Uses and rights set forth in deed from the State of New Hampshire to the Town of Rye, dated February 5, 1964 and recorded in the Rockingham County Registry of Deeds in Book 1705 at Page 71 on the land described in said deed.

(6) Any and all revenues or profit derived from the premises shall revert to Owner

(7) The control, management, and eradication of species not native to New Hampshire, particularly invasive species, under a Non-Native Species Control Plan approved by the Grantee.

(8) Use by motorized vehicles of the roadway leading from Washington Road to Parson's Field for vehicular access to Parson's Field for activities in the Town Forest or Parson's Field is authorized.

The exercise of any right retained by the Owner under Section III herein shall be in compliance with the then-current Zoning Bylaw applicable to the Premises and all other applicable Town of Rye ordinances, as well as all applicable federal, state, and local environmental protection and other laws and regulations.

IV. Access

The Grantee through its duly designated officers, directors, employees, representatives, and agents shall have the right to enter the Premises at reasonable times and in a reasonable manner on foot for the purpose of inspecting the Premises, determining compliance with the terms of this Conservation Easement, and

preventing, abating or remedying any violations thereof.

The general public shall also have the right to enter upon the Premises for outdoor recreational activities such as walking, hiking, wildlife observation, cross-county skiing, dog-walking, nature studies, picnicking, bird-watching, biking, scouting activities under the auspices of the Girl and/or Boy Scouts of America in areas designated by the Rye Conservation Commission, and similar activities authorized in Section III(2) above, provided that such activities a) do not involve use of motorized vehicles, motorized bikes, or motorized equipment other than motorized wheelchairs or similar equipment necessary to enable handicapped members of the public to access the Premises and except for the vehicular access along the woods road from Washington Road to Parson's Field authorized in Section III(7) above, and b) are not detrimental to the purposes of or violate the terms of this Conservation Easement. The owner will have the right to limit access to Rye residents only.

V. Legal Remedies of Grantee

In the event that Grantee believes that a violation of this Conservation Easement has occurred, Grantee shall immediately advise Owner in writing of said alleged violation and the reasons why Grantee believes that a violation has occurred. Grantee and Owner agree to work together cooperatively and in good faith to immediately investigate any such alleged violation. If Owner disagrees that a violation has occurred, Owner shall inform Grantee in writing of Owner's determination of non-violation and Owner's reasons for this determination. If Owner agrees that a violation has occurred, Owner shall inform Grantee in writing of Owner's determination of violation and the steps that Owner will take to promptly remedy said violation. Owner agrees to work in good faith to take reasonable steps to promptly remedy any agreed violation and to restore any damage to the Premises resulting from said violation as quickly as possible.

Should Owner disagree with Grantee's determination that a violation of this Conservation Easement has occurred or should Owner fail to adequately remedy any agreed violation, Grantee

shall have the right to enforce this Conservation Easement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition at the time of this grant. In any action by the Grantee to enforce the terms of this Conservation Easement, if the Grantee obtains judgment from a Court of law ruling that the Owner has violated the terms of this Conservation Easement, the Owner shall reimburse the Grantee for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees and reasonable costs incurred in remedying or abating the violation. In any action by the Grantee to enforce the terms of this Conservation Easement, if the Owner obtains judgment from a Court of law ruling that the Owner has not violated the terms of this Conservation Easement, the Grantee shall reimburse the Owner for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this Conservation Easement shall not be deemed or construed to be a waiver. If any provision of this Conservation Easement shall to any extent be held invalid, the remainder shall not be affected. The Grantee does not undertake any liability or obligations relating to the condition of the Premises.

VI. Legal Remedies of Owner

In the event that Owner believes that Grantee is violating the terms of this Conservation Easement, Owner shall immediately advise Grantee in writing of said alleged violation and the reasons why Owner believes that a violation has occurred. Grantee and Owner agree to work together cooperatively and in good faith to immediately investigate any such alleged violation. If Grantee disagrees that a violation has occurred, Grantee shall inform Owner in writing of Grantee's determination of non-violation and Grantee's reasons for this determination. If Grantee agrees that a violation has occurred, Grantee shall inform Owner in writing of

Grantee's determination of violation and the steps that Grantee will take to promptly remedy said violation. Grantee agrees to work in good faith to take reasonable steps to promptly remedy any agreed violation and to restore any damage to the Premises resulting from said violation as quickly as possible.

Should Grantee disagree with Owner's determination that a violation of this Conservation Easement has occurred or should Grantee fail to adequately remedy any agreed violation, Owner shall have the right to enforce this Conservation Easement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition at the time of this grant. In any action by the Owner to enforce the terms of this Conservation Easement, if the Owner obtains judgment from a Court of law ruling that the Grantee has violated the terms of this Conservation Easement, the Grantee shall reimburse the Owner for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees and reasonable costs incurred in remedying or abating the violation. In any action by the Owner to enforce the terms of this Conservation Easement, if the Grantee obtains judgment from a Court of law ruling that the Grantee has not violated the terms of this Conservation Easement, the Owner shall reimburse the Grantee for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Owner, and any forbearance by the Owner to exercise its rights under this Conservation Easement shall not be deemed or construed to be a waiver. If any provision of this Conservation Easement shall to any extent be held invalid, the remainder shall not be affected.

VII. Subsequent Transfers

The Owner agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of

the Premises, including, without limitation, a leasehold interest. The Owner further agrees to give written notice to the Grantee of the proposed transfer of any interest at least 30 days prior to the date of such transfer. Failure of the Owner to do so shall not impair the validity of this Conservation Easement nor limit its enforceability in any way.

VIII. Successor Grantee

Should Grantee subsequently be unable or unwilling to carry out the responsibilities and duties of Grantee hereunder, then Grantee shall immediately notify Owner in writing. As soon as possible but in any event no later than 6 months following the receipt of said Notice, Owner shall name a Successor Grantee.

The Successor Grantee shall be a non-profit land trust organization which a) is created for the express purpose of protecting open space conservation lands in perpetuity, b) has adopted written organizational goals and purposes consistent with the purposes and goals of this Conservation Easement as set forth in Section I hereof; c) has an established record of protecting open space conservation lands in New Hampshire, including but not limited to the monitoring and enforcing of a minimum of five (5) Conservation Easements in New Hampshire for at least five (5) years each; and d) has demonstrated the desire, commitment, and ability to monitor and enforce the terms of this Conservation Easement.

Candidate Successor Grantees shall be evaluated by the Rye Conservation Commission. The Conservation Commission shall select the preferred Candidate Successor Grantee and shall submit said recommendation for Successor Grantee to the residents of the Town for approval or disapproval at the next general or special Town Meeting. In the event that the recommended Successor Grantee is not approved by a majority of the registered voters at the next general or special Town Meeting, the Rye Conservation Commission shall recommend another Successor Grantee until said recommendation is approved by the voters.

This process shall be followed for the selection and approval of all subsequent Successor Grantees.

Immediately upon the approval by the voters of a Successor Grantee, the Rye Conservation Commission shall send written notice thereof to the current Grantee of record. Within 30 days of receipt of said written notice of the voter approval of the identified Successor Grantee, the current Grantee shall legally assign Grantee's rights and responsibilities under this Conservation Easement to the identified Successor Grantee. Upon the recording of said assignment, all rights of the current Grantee hereunder shall completely and fully terminate and the identified Successor Grantee shall then become the Successor Grantee and shall have all rights and responsibilities of Grantee hereunder.

Should the current Grantee for any reason be unable or unwilling to assign its rights and responsibilities hereunder to the Successor Grantee within said 30-day period, the Owner may elect to do so and Grantee hereby appoints Owner as its attorney-in-fact to, on its behalf, execute, acknowledge, deliver and record such assignment and any other documents necessary to effectuate said assignment to the Successor Grantee.

IX. Representations of the Grantee

The Grantee represents that it is a subdivision of the State of New Hampshire organized and operated in part for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for similar governmental, charitable, scientific, and educational purposes, and that it has both the necessary funds and commitment to hold this Conservation Easement exclusively for conservation purposes in perpetuity and to enforce its terms.

X. Required Notification

The Owner shall notify the Grantee in writing at least 45 days prior to undertaking any act which may adversely affect the conservation interests associated with this Conservation Easement. The Grantee shall notify the Owner in writing not less than 45 days prior to the date the Grantee intends to undertake any activity which may in any way affect the Owner's rights in the Premises. Except for the approval of a Successor Grantee pursuant

to Article VII, which requires a town meeting vote, whenever the Owner's or the Grantee's consent or approval is required under the terms of this Conservation Easement, the Owner or the Grantee shall grant or withhold such consent or approval in writing within 45 days of receipt of written request therefor, and any such consent or approval shall not be unreasonably withheld so long as the granting of said consent is consistent with the terms and purposes of this Conservation Easement. Failure to act in writing within the stated 45-day time period shall constitute consent or approval.

Any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

Owner:

Chairman Town of Rye
Conservation Commission
Town Hall
Rye, NH 03870

Grantee:

Chairman Rockingham County Conservation District
110 North Road
Brentwood, NH 03833

(Copy to Town of Rye Board of Selectmen)

XI. Binding Effect

The burdens of this Conservation Easement shall be deemed to run with the land in perpetuity and in gross and shall be binding upon and enforceable against the Owner, its successors and assigns, and all future owners of any interest in the Premises. Owner and Grantee expressly agree that it is their specific intent, forming a part of the consideration hereunder, that the provisions of this Conservation Easement as set forth herein are to last in perpetuity, and that to that end no transfer of the underlying fee interest in the Premises by or to the Grantee or any successor or assign shall be deemed to eliminate this Conservation Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine. Grantee is authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement, and the Owner hereby appoints Grantee as its attorney-in-fact to execute, acknowledge, deliver and record any such instruments on

its behalf. Without limiting the foregoing, the Owner agrees to execute any such instruments upon request. Notwithstanding anything to the contrary, Grantor and Grantee expressly acknowledge that this Conservation Easement is granted and conveyed subject to the conditions set forth in the deed from the State of New Hampshire to the Town of Rye dated February 5, 1964 and recorded in said Registry in Book 1705 at Page 71, including but not limited to the right of the State of New Hampshire to retake in fee simple any of the land described in said deed covered by this Conservation Easement.

XII. Costs and Liabilities

The Owner retains all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including conformance with all applicable federal, state, and local laws and regulations.

XIII. Amendments

This Conservation Easement may be amended by mutual agreement of the Owner and the Grantee, or their successors in interest. Amendments shall be approved by an annual or special town meeting of the Town of Rye.

XIV. Severability

If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid by a court of competent jurisdiction, the remainder of the provisions or the application of such provisions shall not be affected thereby and shall remain in full force and effect.

XV. Ownership of Town Forest Remains in the Town of Rye

Owner and Grantee expressly agree that ownership of the Rye Town Forest, subject only to the terms of this Conservation Easement, remains with the Town of Rye.

Signed and Sealed this 29 day of January, 2001.
TOWN OF RYE
BOARD OF SELECTMEN

By: [Signature]
Selectman

By: [Signature]
Selectman

By: [Signature]
Selectman

ACCEPTED: ROCKINGHAM COUNTY CONSERVATION DISTRICT


By: Cynthia W. Smith

Title: Chairman

Date: Jan. 31, 2001

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION



REAL ESTATE TRANSFER TAX

XX THOUSAND XX HUNDRED AND 20 DOLLARS

MO.	DAY	YR.	AMOUNT
01	31	01	\$20.00

474610

VOID IF ALTERED

STATE OF NEW HAMPSHIRE

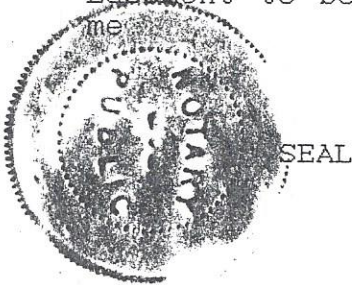
ROCKINGHAM, ss.

JANUARY 29, 2001

Then personally appeared the above-named Kenneth S. Fay known to me to be a Selectman of the Town of Rye, Rockingham County, New Hampshire, and acknowledged the foregoing Conservation Easement to be the free act and deed of said Town of Rye, before me

Jane E. Ireland
Notary Public

My Commission Expires: JANE E. IRELAND, Notary Public
My Commission Expires May 14, 2002



STATE OF NEW HAMPSHIRE

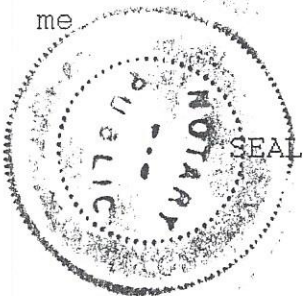
ROCKINGHAM, ss.

JANUARY 29, 2001

Then personally appeared the above-named Joseph G. Mills Jr. known to me to be a Selectman of the Town of Rye, Rockingham County, New Hampshire, and acknowledged the foregoing Conservation Easement to be the free act and deed of said Town of Rye, before me

Jane E. Ireland
Notary Public

My Commission Expires: JANE E. IRELAND, Notary Public
My Commission Expires May 14, 2002



STATE OF NEW HAMPSHIRE

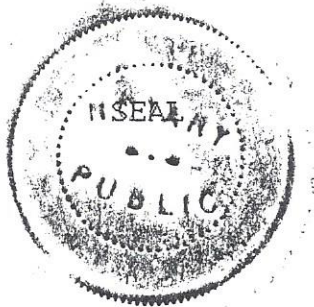
ROCKINGHAM, ss.

JANUARY 30, 2001

Then personally appeared the above-named MELVIN R. LOW, known to me to be a Selectman of the Town of Rye, Rockingham County, New Hampshire, and acknowledged the foregoing Conservation Easement to be the free act and deed of the Town of Rye, before me.

Jane E. Ireland
Notary Public

My Commission Expires: JANE E. IRELAND, Notary Public
My Commission Expires May 14, 2002



STATE OF NEW HAMPSHIRE

Rockingham, ss. January 31, 2001

Then personally appeared the above-named Cynthia W Smith, known to me to be the Chairman of the Rockingham County Conservation District, Rockingham County, New Hampshire, and acknowledged the foregoing Conservation Easement to be the free act and deed of the Rockingham County Conservation District, before me.

Lorrie M. Bossie
Notary Public

My Commission Expires: LORRIE M. BOSSIE, Notary Public
My Commission Expires December 31 2005

