

II. Minutes  
May 9, 2024



**New Hampshire Council on Resources and Development**

**DRAFT MINUTES – May 9, 2024**

**MEMBERS PRESENT**

- Joseph Doiron, Designee, Department of Business and Economic Affairs, Chair
- John Martin, Designee, NH Department of Health and Human Services
- Shawn Jasper, Designee, Department of Agriculture
- Mark Doyle, Designee, Department of Safety
- Patrick Hackley, Designee, NH Department of Natural and Cultural Resources
- Jack Ruderman, Designee, NH Housing Finance Authority
- Adam Crepeau, Designee, NH Department of Environmental Services
- Amy Clark, Designee, Department of Education
- Jared Nylund, Designee, NH Department of Administrative Services
- Stephen LaBonte, Designee, NH Department of Transportation
- Betsey McNaughten, Designee, NH Fish & Game

**MEMBERS ABSENT**

**OTHER PARTICIPANTS**

- Heather Shank, NH Office of Planning and Development (CORD Staff)
- Ken Gallager, NH Office of Planning and Development
- Steve Walker, NH Conservation Land Stewardship Program
- Charlotte Harding, NH Conservation Land Stewardship Program
- Allen Brooks, CORD Attorney, Attorney General’s Office, Department of Justice
- J.D. Lavallee, Attorney General’s Office, Department of Justice
- Paula Bellemore, Executive Director, NH Land & Community Heritage Investment Program (LCHIP)
- Greg Bascom, Bascom Maple Farms

**ROLL CALL AND INTRODUCTIONS**

The meeting was opened at 3 pm by Chair Doiron.

**MINUTES**

**Approval of March 2024 draft minutes.**

March 7th, 2024 minutes were reviewed, no changes were made.

**MOTION:** *On a motion by Mr. Martin, seconded by Mr. Doyle, the March 7th, 2024 minutes were approved as presented, with all voting in favor but Mr. LaBonte, Ms. McNaughten, and Mr. Jasper, who abstained due to not being present at that meeting.*

**LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)**

**Paula Bellemore, Executive Director (LCHIP), requests disbursement of \$1,925 from the Community Conservation Endowment fund for FY24 Stewardship Grants, in accordance with RSA 162-C:7.**

52 **MOTION:** Made by Mr. Jasper, seconded by Ms. McNaughten, to approve the request by Ms.  
53 Bellemore for the disbursement of \$1,925 for FY24 Stewardship Grants. Motion carried by a  
54 unanimous vote in favor.

55

56 **LAND CONSERVATION INVESTMENT PROGRAM (LCIP)**

57

58 **Determine process for handling landowner requests, issues, activities, and potential**  
59 **violations. CLSP tends to be the first point of contact for property owners. Currently**  
60 **there is no process established for handling these issues.**

61

62 Mr. Brooks stated that all requests pertaining to conservation easements and request materials  
63 should be submitted to the agency that is the Grantee. The Grantee should then bring the  
64 matter before CORD, if appropriate. Mr. Brooks stated that he would put together a short public  
65 facing document that could be shared with the agencies and property owners to clarify the  
66 procedure in these types of requests. No motion was made.

67

68

69 **Bascom Maple Farm, LLC in Acworth, NH requests an amendment to their conservation**  
70 **easement to allow a wastewater system to be placed within the easement area. The**  
71 **Grantee, the Department of Agriculture, Markets, and Food, refers the matter to CORD.**

72

73 Mr. Bascom explained that this is an updated system, to be placed in the same location as the  
74 previous system but will be expanded. Mr. Bascom noted his right under the contract to engage  
75 in maintenance of infrastructure systems. Mr. Jasper noted that the easement does not allow an  
76 expansion. Mr. Brooks recommended that additional information be provided, as outlined during  
77 the previous discussion, and that CORD take the matter up at the next meeting once pertinent  
78 information is provided.

79

80 Members agreed to have a special meeting in June to address the item so that Mr. Bascom may  
81 resolve the issue before the end of this season.

82

83 **MOTION:** Made by Mr. Jasper, seconded by Mr. Crepeau to table the item to the next meeting.  
84 Motion carried by a unanimous vote in favor.

85

86

87 **Brookdale Fruit Farm requests to amend the conditions of their conservation easement**  
88 **in order to restrict pedestrian access. The Grantee, the Department of Agriculture,**  
89 **Markets, and Food, refers the matter to CORD.**

90

91 The property owner was not present. Mr. Brooks had not received all materials in time to  
92 adequately evaluate the request. It was unclear whether permission was needed for the  
93 request, or whether the right was already granted under the existing easement. Mr. Brooks  
94 indicated that he would evaluate the request, and suggested that if permission was needed, the  
95 item be taken up at the next CORD meeting.

96

97 **MOTION:** Made by Ms. McNaughten, seconded by Mr. Doyle to take the item up at the next  
98 meeting in the event permission for the request is needed by CORD. Motion carried by a  
99 unanimous vote in favor.

100

101

102

103 **OTHER BUSINESS**

104

105 **Board on Geographic Name Change (BGN) - Ken Gallagher, Principal Planner, Office of**  
106 **Planning and Development (OPD) gave an update on the renaming of “Eastman Cove” in**  
107 **Sandwich, and a request to name an intersection in Hampton Falls “Third Parish Hill”.**  
108

109 Mr. Gallagher noted that CORD had already expressed no objection to the renaming request in  
110 Sandwich, and that they did not need to make any further motions if they still have no objection  
111 to the additional request that has come before the BGN.  
112

113 Mr. Doiron that this is an opportunity for Mr. Gallagher to provide information to CORD members.  
114 CORD does not have the authority to decide on name changes as a public body; however, a  
115 CORD meeting may be used for discussion purposes. Each state agency should submit its  
116 comments to Mr. Gallagher directly.  
117

118 **Special Meeting:** Ms. Shank stated that she would tentatively plan the Special Meeting to  
119 discuss Bascom Maple Farms for June 20<sup>th</sup> at 3 pm.  
120

121 **Next Regular Meeting: August 8, 2024, from 3 to 4 pm.**  
122

123 Mr. Doiron clarified that the SLR application deadline for the August CORD meeting is July 2nd,  
124 2024. He also noted that there must be a representative from the agency to speak about the  
125 SLR being presented.  
126

127 *Mr. Doiron adjourned the meeting at 4:00 pm.*

### III. LCIP Request

# BASCOM

your *maple* source

May 30, 2024

Dear Members of CORD:

Due to growth of our business coupled with a lack of understanding at the time about how to best deal with our Sweetwater, Bascom Maple Farms is proposing an upgrade to our existing septic and Sweetwater systems, located south of our facility, on easement land. See attached photo (*Septic location*). When the existing Sweetwater system was installed in 2001, it was not understood that a conventional septic system and leach field was not a viable way to deal with our Sweetwater.

We define Sweetwater as the wastewater from washing floors, tanks, pumps, reverse osmosis machines, filter presses, and our evaporator. This wastewater does not contain any human waste. It contains water, sugar, and small amounts of cleaning agents used in these processes.

This Sweetwater tends to be acidic which causes it to eat away at the concrete tanks. The Sweetwater tank in our field has sustained significant damage due to its corrosive nature. The Sweetwater also grows something like a jelly. This jelly along with any solids collects in the Sweetwater tank and it is difficult to pump and dispose of. The jelly also tends to plug the holes in the pipes in the leach field which can lead to premature failure.

We have looked into multiple ways of dealing with our Sweetwater including a metabolic digester, reverse osmosis machines, spreading this wastewater on the farmland, and ponds equipped with aeration devices. None of these options have proven to be viable for one reason or another.

We have enlisted the help of a new team of professionals;

James Herrick, Herrick Consulting PLLC  
Matt Lee, Aquatest Inc.  
Michael Carleton, Water Industries LLC

It is their opinion that the best way for dealing with this is to combine the sanitary system with our Sweetwater and make it one system. The bacteria from the sanitary system is needed to break down the sugars in the Sweetwater. I have attached a drawing that shows the existing system as well as the new proposed system. (*New proposed system*)

With this new system, we would upgrade the existing septic tanks for the sanitary system that are located off of the easement property. On the easement property, we would need to replace the existing Sweetwater tank with a new underground fiberglass tank. This tank acts exactly as a typical septic tank. It allows the solids to be separated from the liquid. The wastewater from this tank as well as the wastewater from the sanitary system tanks would then be combined in a pump chamber, also



# BASCOM

your *maple* source

fiberglass. The existing sanitary system tank located in the field, also on easement property, would be removed and replaced by this pump chamber.

From the pump chamber it would go underground to the bottom of our field. Here it would enter a surge tank. The purpose of this tank is to fill up during high flow times and pump out at a metered rate throughout the day. This prevents the rest of the treatment system from getting a higher flow rate than it is designed to treat.

The wastewater then enters some specially designed tanks equipped with blowers to break down the waste. There will be a clarifier tank after these to catch any residual sludge to be returned to the surge tank. The treated Wastewater then flows into the leach fields.

It is our belief that the current Easement Deed allows for these improvements to our wastewater treatment system for the following reasons:

1) A letter from Peter Helm, LCIP, dated December 18th, 2000 allowing for the existing system. I have attached this letter. (*Peter Helm letter*)

2) In the Conservation Easement Deed, page 1, paragraphs 1, 2, and 3 describe the values this easement is trying to protect. Our proposal does not interfere with these values.

3) The Conservation Easement Deed, section 1.A, allows for agricultural use.

Section 1.C and 1.C.I speak further about structures being allowed for agricultural use, as well as instructions to site said structures in such a way to have minimal impact on the conservation values. Almost the entire system would be below ground. In an effort to have the least amount of impact, all covers will be left flush with the grade of the field and all of the tanks and leach fields will be designed to carry the load of farm equipment. This will allow the entire field to still be mowed and chopped for animal feed.

4) We are an agricultural business, producing around 40,000 gallons of maple syrup each year. We have grown over the years and are currently boiling from over 100,000 taps, a number that is almost always rising. During our production season, at peak flows, the production of maple syrup is responsible for as much as 2,500 gallons of Wastewater per day. This wastewater accounts for 50% of the base design capacity of this proposed system. During peak times we are also bottling syrup, making sugar, and other day-to-day activities.

5) From the Easement Deed, section 2.A and 2.F, Reserved Rights. These paragraphs speak of the right to maintain repair or replace utilities with F speaking specifically about sub-surface septic systems. 2.F states that "Grantor reserves the right to maintain and repair the sub-surface septic system, including leach fields, that serves buildings owned by the grantor, which buildings are located on unrestricted land of the grantor". It is not stated that the size of the sub-surface system



BrownFamilyFarmMaple.com

# BASCOM

your *maple* source

cannot change. It also does not state what operations are allowed in said buildings, just that the sub-surface system serves these buildings.

6) We have multiple easements with LCIP. If you compare the easement deed for Kenneth, Ruth, Bruce, and Elizabeth Bascom, the one we are currently inquiring about, with the easement deed for Bascom Sugarhouse, you will see that under Section 2, reserved rights, the Bascom Sugarhouse deed does not contain paragraph F. Paragraph F was added to the Bascom K, R, B, E easement deed specifically to ensure that we could always have our sub-surface system on the conservation land. The sub-surface system for the house as well as the sugarhouse was located on the conservation land at the time the easement deed was drafted. Being downhill and directly across from the house and the sugarhouse, this was and still is the logical location for said system. I have attached both easement deeds for review.

The syrup production part of our business produces too much wastewater for our existing Sweetwater system. Syrup production includes all activities required to process the sap from the maple lots on our land into maple syrup. Syrup production will fall under anyone's definition of agricultural use or "on-site agriculture". While we do purchase syrup from others to resell, an upgrade to our current system is necessary for our own syrup production. Approximately 50% of this proposed system would be needed for our production alone. Keep in mind that does not include additional water usage for filtering, bottling, and cleanup from bottling activities, or employee wastewater, as a direct result of our own production.

Because this is mostly an underground system, the additional impacts on the easement land for a larger system would be minimal. We need to upgrade our system for our on-site agriculture anyway, so it makes sense to make a system large enough for all operations. Furthermore, it would not be possible for us to segregate the wastewater produced by on-site agriculture from wastewater produced by off-site agriculture.

We, at Bascom Maple Farms, are trying to find a responsible way to deal with our increased wastewater flows. To date, this seems like the best option available. It is our opinion that this request is allowable under our Conservation Easement Deed; however, we would like CORD to confirm our analysis.

Thank you for your consideration of this matter.

Sincerely,



Bruce Bascom, President  
Bascom Maple Farms





# Bascom 2015Aerial



Approximate location  
of existing and  
proposed septic  
systems

out

out

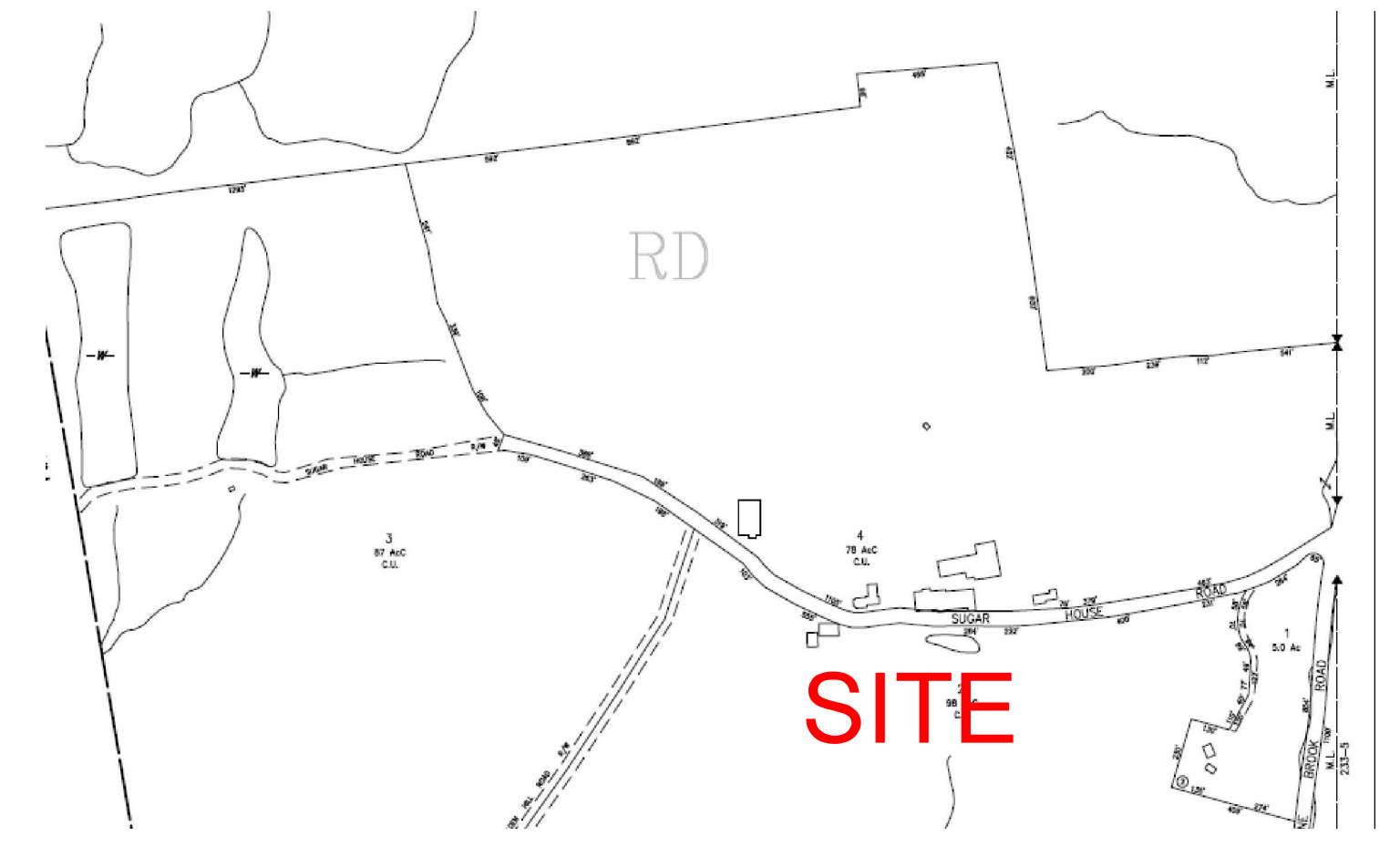
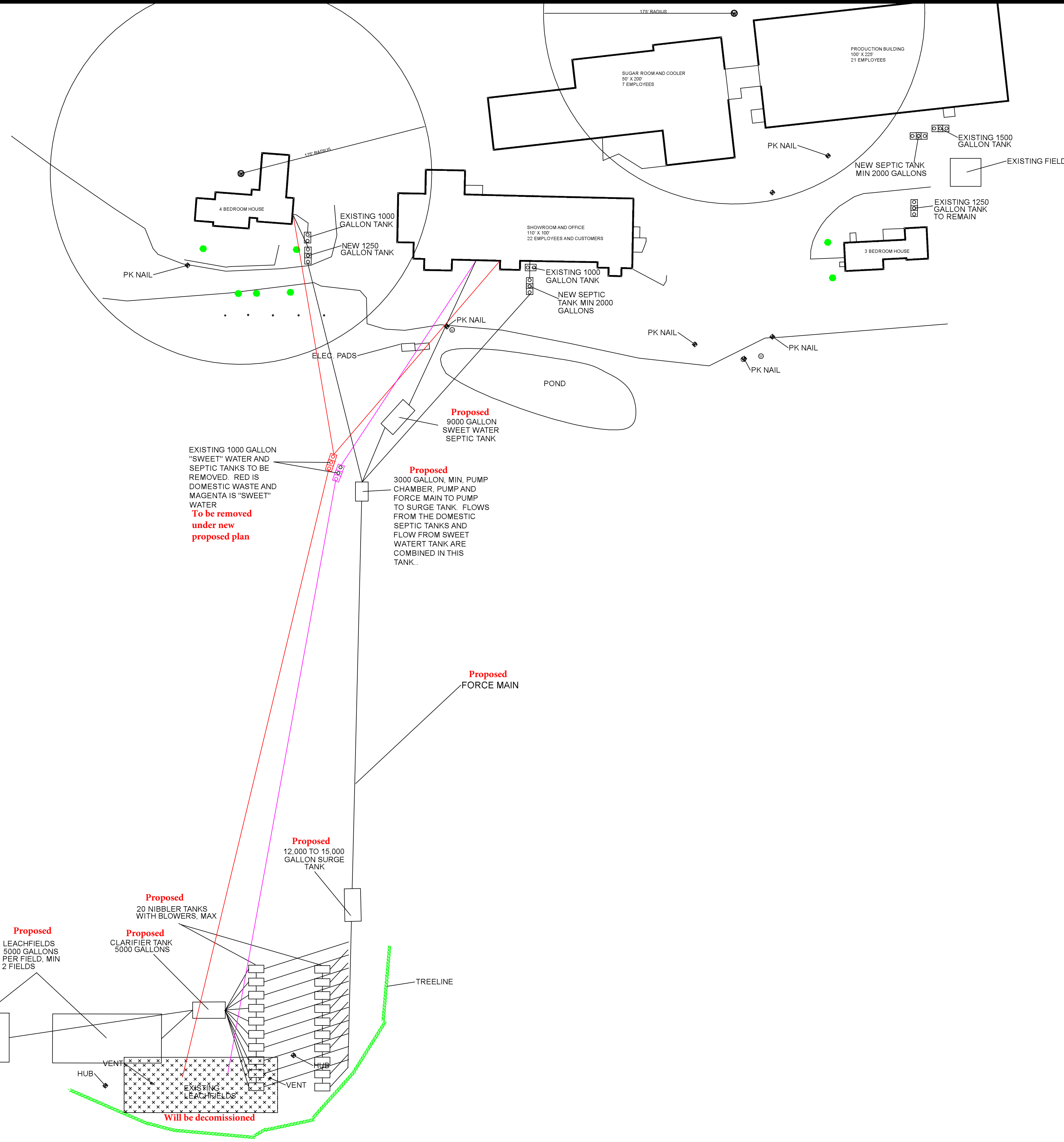
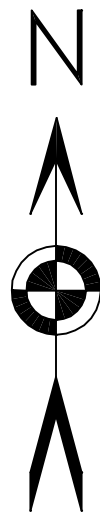
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## Legend

-  Bascom HE 398- BOUNDS approx
-  Bascom KRBE 238 - BOUNDS approx
-  Bascom Sugarhouse 113-BOUNDS approx





**SITE**

**LEGEND**

	TEST PIT LOCATION AND NUMBER
	PERCOLATION TEST AND NUMBER
	PROPERTY LINES
	BUILDING LINES
	TREE LINE
	DRAIN AND FOUNDATION LINES
	EDGE OF HYDRIC SOILS
	FENCELINE / STONEWALL
	STRAW WATTLE
	EXISTING CONTOUR
	PROPOSED GRADE
	SPOT ELEVATION
	BENCH MARK
	TEMPORARY BENCH MARK AND NUMBER

**SUBSURFACE DISPOSAL SYSTEM  
SHEET 1 OF X**

CLIENT: BASCOM MAPLE FARMS INC  
56 SUGARHOUSE ROAD  
ALSTEAD, NH 03602

PHONE#: 603-470-6886  
CELL: 603-470-6886  
EMAIL: gbascom@bascommapple.com

LOCATION: 64 SUGAR HOUSE ROAD ACWORTH, NH 03601

ASSESSOR MAP # 232  
ASSESSOR LOT # 2 & 4

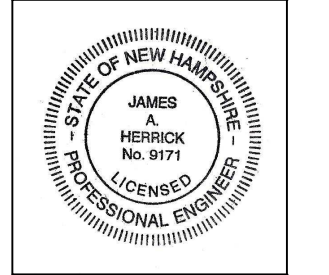
S. C. R. D. BOOK 1857 PAGE 364

DRAWING NO.: BASCOM

DESIGNED BY: JAH  
DRAWN BY: JAH

#	DATE	REVISION DESCRIPTION	DRAWN	CHECK

HERRICK CONSULTING, PLLC  
JAMES A. HERRICK, PE  
3 EVERGREEN CIRCLE  
LONDONDERRY, NH 03053  
(603) 486-9830  
email: herrickconsulting@comcast.net



DATE: MARCH 5, 2024  
NH DESIGNER NO. 1458  
NH PE NO. 9171



**OFFICE OF STATE PLANNING**  
**STATE OF NEW HAMPSHIRE**  
 2 1/2 BEACON STREET - CONCORD 03301-4497  
 TELEPHONE: 603-271-2155  
 FAX: 603-271-1728

December 18, 2000

*see DES Septic  
 plan in file  
 #CA2001034426  
 DES Approval date  
 6/21/01*

Bascom Maple Farms, Inc.  
 Mr. Bruce Bascom  
 RR #1 Box 138  
 Alstead, NH 03602

Dear Bruce:

This letter is written to respond to your request to construct a septic system on land restricted by a Land Conservation Investment Program conservation easement. Based on our understanding to date, the septic system would be utilized for an agricultural building which is not located on the restricted land.

As we have discussed, the conservation easement deed would allow you to construct a new agricultural building on the easement property. This new building would require utilities such as electric, septic, etc, and although the deed is not clear on whether these utilities are allowed, it is logical that they would be allowed.

However, you have asked if a new septic system can be constructed in the easement area to serve an agricultural building located outside of the easement. The short answer is yes, it would be allowed. The alternative would be to *require* the siting a new building and septic system on the restricted land which would clearly impact more land than just siting the septic system. By allowing just the septic system to be built in the easement area for an allowed use (outside of the easement area), the worst case scenario is that at some point in the future, the use of the agricultural building would be converted to a residential use. In terms of impact to the land, all that would remain on the easement property is the septic system. Conversely, if the LCIP were to require that a new barn and septic system be built on the easement property to avoid the unlikely residential use issue, the impact of both the barn and septic system would be greater than just the septic system.

Based on this analysis, construction of the septic system on the property encumbered by the conservation easement deed recorded at Book 917, Page 331 to serve an agricultural use located on unrestricted property is an allowed use of the easement property. Construction of any new system must comply with all permitting agencies and must minimize any scenic impacts by using appropriate grading so that the system fits within the existing contours of the land. Prior to constructing any septic system on the easement property under these terms, we would like to review a set of plans of the system and include them in our records.

If you have any questions, please give me a call.

Sincerely,

*Peter S. Helm*  
 Peter S. Helm, Coordinator  
 Land Conservation Investment Program

*533  
 APPROVED  
 PLANS  
 IN  
 FILE*

PSH:teg  
 bascom3

*SM*

## ATTACHMENT B

### CONSERVATION EASEMENT DEED

Bascom Sugar House, Inc., a corporation formed under the laws of the State of New Hampshire, located in the Town of Acworth, County of Sullivan, State of New Hampshire, (hereinafter sometimes 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 State of New Hampshire, acting through the Land Conservation Investment Program with a principal place of business at 2 1/2 Beacon Street, Concord, State of New Hampshire, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in the Town of Acworth, County of Sullivan, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

1. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To preserve the land subject to this easement for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and
3. To preserve open spaces, particularly the productive farm and forest land, of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public and consistent with the clearly delineated New Hampshire policy as stated in 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", to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance."

all consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") with any and all buildings, structures and improvements thereon situated in the Town of Acworth, County of Sullivan, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached



hereto and made a part hereof, and as shown in the Plan entitled, "Perimeter Survey Showing Development Rights To Be Acquired By Land Conservation Investment Program State of New Hampshire From Bascom's Sugar House, Inc., Crane Brook Road, Acworth, New Hampshire" drawn by Timothy W. Noonan, L.L.S., to be recorded in the Sullivan County Registry of Deeds.

This Conservation Easement Deed does not constitute homestead property.

The Property contains well-managed stands of sugar maple which support one of the most productive sugar maple companies in the Northeast. The Property provides outstanding distant views from public roads on which the Property fronts. The Property is contiguous to two other important properties that are proposed concurrently for protection.

These significant conservation values are set forth in detail in baseline documentation entitled "Baseline Documentation of Bascom Sugarhouse Conservation Easement" on file with the Grantee.

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

1. 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 capacity of the Property to produce forest and agricultural crops 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 agriculture, animal husbandry, floriculture and horticulture activities; the production of plant and animal products for domestic or commercial purposes, for example the growing and stocking of Christmas trees or forest trees of any size capable of producing timber; and the processing and sale of products produced on the Property, for example, pick-your-own fruits and vegetables, maple syrup and other forest products; and the cutting and sale of timber and other forest products not detrimental to the purposes of this easement.

ii. Agriculture and forestry on the Property shall be performed to the extent possible in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural 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 government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public roads, or public trails.

B. The Property shall not be subdivided or otherwise divided in ownership, except as provided below in Section 2.

C. No structure or improvement such as a dwelling, tennis court, swimming pool, aircraft landing strip, tower, or mobile home shall be constructed, placed or introduced onto the Property. Ancillary structures or improvements such as a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may only be constructed, placed, or introduced onto the Property as necessary in the accomplishment of the agricultural, forestry, conservation, or non-commercial outdoor recreational uses of the Property and not detrimental to the purposes of this easement.

i. Such structures or improvements shall be sited to have minimal impact upon the conservation values of the Property; the scenic views of and from the Property as viewed from public roads and trails; the historic and archeological values; and forestry and agricultural production on the Property.

D. No removal, filling, or other disturbances of the 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 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 purposes of this easement.

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 outdoor recreational uses of the property and not detrimental to the purposes of this easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil 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.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

## 2. RESERVED RIGHTS

A. Grantor reserves the right to maintain, repair or replace utilities on the Property that serve the Property or unrestricted land of the Grantor.

B. Grantor reserves the right to create ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active. Grantor must notify the Grantee in writing before exercising this reserved right.

C. Grantor reserves the right to post against vehicles, motorized or otherwise.

D. Grantor reserves the right to subdivide the Property one (1) time for the purpose of creating two (2) lots. Grantor must notify the Grantee in writing before exercising this reserved right.

E. Grantor reserves the right to post against hunting around livestock fields when livestock are present and against access on agricultural cropland during planting and growing season but only with respect to annually harvested crops and on forest land during the harvesting of forest products or during establishment of orchards, tree plantations, or Christmas trees.

### 3. 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 and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. There is hereby conveyed pedestrian access to, on and across the Property for hunting, fishing and transitory passive recreational purposes, but not camping, by members of the public; but the Property may be posted against such access or otherwise restricted by the Grantee in the public interest.

C. The Grantee shall have the right to post signs on the Property identifying it as land protected under the New Hampshire Land Conservation Investment Program for the uses allowed under this Conservation Easement.

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

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.

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

### 5. BENEFITS AND BURDENS

A. 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 said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of New Hampshire or the U.S. Government or any subdivision of either

of them consistently with Section 170 (c) (1) of the U.S. Internal Revenue Code, as amended, which government unit 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. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. BREACH OF EASEMENT

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

B. Said Grantor shall have 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. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement or from any prudent action taken by the Grantors under emergency conditions to prevent, abate, or mitigate, significant injury to the Property resulting from such causes.

7. CONDEMNATION

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

B. The balance of the damages (or proceeds) recovered shall be paid 60% to the Grantor and 40% to the Grantee which percentages represent the full and fair market values of the respective interest of the Grantor and Grantee in the Property which is the subject of this Easement Deed immediately after the execution and delivery hereof taken as a proportion of the sum of said values. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.



8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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.

IN WITNESS WHEREOF, We have hereunto set my our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor

The State of New Hampshire  
      , ss.

Personally appeared \_\_\_\_\_

and \_\_\_\_\_ who

acknowledged the foregoing to be their voluntary act and deed.

Before me,

\_\_\_\_\_  
Justice of the Peace/Notary Public

ACCEPTED: STATE OF NEW HAMPSHIRE

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Duly Authorized

## ATTACHMENT B

### CONSERVATION EASEMENT DEED

Bascom Sugar House, Inc., a corporation formed under the laws of the State of New Hampshire, located in the Town of Acworth, County of Sullivan, State of New Hampshire, (hereinafter sometimes 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 State of New Hampshire, acting through the Land Conservation Investment Program with a principal place of business at 2 1/2 Beacon Street, Concord, State of New Hampshire, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in the Town of Acworth, County of Sullivan, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

1. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To preserve the land subject to this easement for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and
3. To preserve open spaces, particularly the productive farm and forest land, of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public and consistent with the clearly delineated New Hampshire policy as stated in 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", to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance."

all consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") with any and all buildings, structures and improvements thereon situated in the Town of Acworth, County of Sullivan, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached

hereto and made a part hereof, and as shown in the Plan entitled, "Perimeter Survey Showing Development Rights To Be Acquired By Land Conservation Investment Program State of New Hampshire From Bascom's Sugar House, Inc., Crane Brook Road, Acworth, New Hampshire" drawn by Timothy W. Noonan, L.L.S., to be recorded in the Sullivan County Registry of Deeds.

This Conservation Easement Deed does not constitute homestead property.

The Property contains well-managed stands of sugar maple which support one of the most productive sugar maple companies in the Northeast. The Property provides outstanding distant views from public roads on which the Property fronts. The Property is contiguous to two other important properties that are proposed concurrently for protection.

These significant conservation values are set forth in detail in baseline documentation entitled "Baseline Documentation of Bascom Sugarhouse Conservation Easement" on file with the Grantee.

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

1. 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 capacity of the Property to produce forest and agricultural crops 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 agriculture, animal husbandry, floriculture and horticulture activities; the production of plant and animal products for domestic or commercial purposes, for example the growing and stocking of Christmas trees or forest trees of any size capable of producing timber; and the processing and sale of products produced on the Property, for example, pick-your-own fruits and vegetables, maple syrup and other forest products; and the cutting and sale of timber and other forest products not detrimental to the purposes of this easement.

ii. Agriculture and forestry on the Property shall be performed to the extent possible in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural 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 government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public roads, or public trails.

B. The Property shall not be subdivided or otherwise divided in ownership, except as provided below in Section 2.

C. No structure or improvement such as a dwelling, tennis court, swimming pool, aircraft landing strip, tower, or mobile home shall be constructed, placed or introduced onto the Property. Ancillary structures or improvements such as a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may only be constructed, placed, or introduced onto the Property as necessary in the accomplishment of the agricultural, forestry, conservation, or non-commercial outdoor recreational uses of the Property and not detrimental to the purposes of this easement.

i. Such structures or improvements shall be sited to have minimal impact upon the conservation values of the Property; the scenic views of and from the Property as viewed from public roads and trails; the historic and archeological values; and forestry and agricultural production on the Property.

D. No removal, filling, or other disturbances of the 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 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 purposes of this easement.

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 outdoor recreational uses of the property and not detrimental to the purposes of this easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil 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.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

## 2. RESERVED RIGHTS

A. Grantor reserves the right to maintain, repair or replace utilities on the Property that serve the Property or unrestricted land of the Grantor.

B. Grantor reserves the right to create ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active. Grantor must notify the Grantee in writing before exercising this reserved right.

C. Grantor reserves the right to post against vehicles, motorized or otherwise.

D. Grantor reserves the right to subdivide the Property one (1) time for the purpose of creating two (2) lots. Grantor must notify the Grantee in writing before exercising this reserved right.

E. Grantor reserves the right to post against hunting around livestock fields when livestock are present and against access on agricultural cropland during planting and growing season but only with respect to annually harvested crops and on forest land during the harvesting of forest products or during establishment of orchards, tree plantations, or Christmas trees.

### 3. 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 and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. There is hereby conveyed pedestrian access to, on and across the Property for hunting, fishing and transitory passive recreational purposes, but not camping, by members of the public; but the Property may be posted against such access or otherwise restricted by the Grantee in the public interest.

C. The Grantee shall have the right to post signs on the Property identifying it as land protected under the New Hampshire Land Conservation Investment Program for the uses allowed under this Conservation Easement.

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

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.

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

### 5. BENEFITS AND BURDENS

A. 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 said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of New Hampshire or the U.S. Government or any subdivision of either

of them consistently with Section 170 (c) (1) of the U.S. Internal Revenue Code, as amended, which government unit 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. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. BREACH OF EASEMENT

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

B. Said Grantor shall have 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. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement or from any prudent action taken by the Grantors under emergency conditions to prevent, abate, or mitigate, significant injury to the Property resulting from such causes.

7. CONDEMNATION

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

B. The balance of the damages (or proceeds) recovered shall be paid 60% to the Grantor and 40% to the Grantee which percentages represent the full and fair market values of the respective interest of the Grantor and Grantee in the Property which is the subject of this Easement Deed immediately after the execution and delivery hereof taken as a proportion of the sum of said values. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.



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.

IN WITNESS WHEREOF, We have hereunto set my our hands this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor

The State of New Hampshire  
\_\_\_\_\_  
, ss.

Personally appeared \_\_\_\_\_

and \_\_\_\_\_ who

acknowledged the foregoing to be their voluntary act and deed.

Before me,

\_\_\_\_\_  
Justice of the Peace/Notary Public

ACCEPTED: STATE OF NEW HAMPSHIRE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Duly Authorized

D.

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CONSERVATION EASEMENT DEED

We, Kenneth E. Bascom and Ruth M. Bascom, husband and wife, and Bruce E. Bascom and Elizabeth P. Bascom, husband and wife, of Crane Brook Road, Town of Acworth, County of Sullivan, State of New Hampshire, (hereinafter sometimes 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 State of New Hampshire, acting through the Land Conservation Investment Program with a principal place of business at 2 1/2 Beacon Street, Concord, State of New Hampshire, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in the Towns of Acworth and Charlestown, County of Sullivan, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

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1. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To preserve the land subject to this easement for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and
3. To preserve open spaces, particularly the productive farm and forest land, of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public and consistent with the clearly delineated New Hampshire policy as stated in 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", to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance."

all consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") with any and all buildings, structures and improvements thereon situated in the Town of Acworth, County of Sullivan, the State of New Hampshire, more

particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof, and as shown in two Plans entitled, "Perimeter Survey Showing Development Rights To Be Acquired by Land Conservation Investment Program State of New Hampshire for Kenneth E. Bascom and Bruce E. Bascom, RD #1 Alstead, New Hampshire" and in a Plan entitled "Perimeter Survey Showing Development Rights To Be Acquired by Land Conservation Investment Program State of New Hampshire from Kenneth E. Bascom and Bruce E. Bascom RD #1 Alstead, New Hampshire, in Acworth, Charlestown, and Langdon" drawn by Timothy W. Noonan, dated 12/89, to be recorded in the Sullivan County Registry of Deeds.

The Property contains well-managed stands of sugar maple which support one of the most productive sugar maple companies in the Northeast. The Property provides outstanding distant views from public roads on which the Property fronts. The Property is contiguous to two other important properties that are proposed concurrently for protection.

These significant conservation values are set forth in detail in baseline documentation entitled "Kenneth and Bruce Bascom Conservation Easement Baseline Documentation" on file with the Grantee.

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

1. 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 capacity of the Property to produce forest and agricultural crops 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 agriculture, animal husbandry, floriculture and horticulture activities; the production of plant and animal products for domestic or commercial purposes, for example the growing and stocking of Christmas trees or forest trees of any size capable of producing timber; and the processing and sale of products produced on the Property, for example, pick-your-own fruits and vegetables, maple syrup and other forest products; and the cutting and sale of timber and other forest products not detrimental to the purposes of this easement.

ii. Agriculture and forestry on the Property shall be performed to the extent possible in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural 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 government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public roads, or public trails.

B. The Property shall not be subdivided or otherwise divided in ownership except as provided below in Section 2.

C. No structure or improvement such as a dwelling, tennis court, swimming pool, aircraft landing strip, tower, or mobile home shall be constructed, placed or introduced onto the Property. Ancillary structures or improvements such as a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may only be constructed, placed, or introduced onto the Property as necessary in the accomplishment of the agricultural, forestry, conservation, or non-commercial outdoor recreational uses of the Property and not detrimental to the purposes of this easement.

i. Such structures or improvements shall be sited to have minimal impact upon the conservation values of the Property; the scenic views of and from the Property as viewed from public roads and trails; the historic and archeological values; and forestry and agricultural production on the Property.

D. No removal, filling, or other disturbances of the 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 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 purposes of this easement.

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 outdoor recreational uses of the property and not detrimental to the purposes of this easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil 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.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

2. RESERVED RIGHTS

A. Grantor reserves the right to maintain, repair or replace utilities on the Property that serve the Property or unrestricted land of the Grantor.

B. Grantor reserves the right to create ponds for the purpose of agriculture fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active. Grantor must notify the Grantee in writing before exercising this reserved right.

C. Grantor reserves the right to post against vehicles, motorized or otherwise.

D. Grantor reserves the right to subdivide the Property two (2) times for the purpose of creating no more than three (3) lots. The purpose of these subdivisions must be management-based and their location must be approved by the Grantee in writing before exercising the subdivision.

E. Grantor reserves the right to post against hunting around livestock fields when livestock are present and against access on agricultural cropland during planting and growing season but only with respect to annually harvested crops and on forest land during the harvesting of forest products or during establishment of orchards, tree plantations, or Christmas trees.

F. Grantor reserves the right to maintain and repair the sub-surface septic system, including leach fields, that serves buildings owned by the Grantor, which buildings are located on unrestricted land of the Grantor. Approximate location of this sub-surface septic system is shown on the Plan entitled "Perimeter Survey Showing Development Rights to be Acquired by Land Conservation Investment Program State of New Hampshire from Kenneth E. Bascom and Bruce E. Bascom Acworth, New Hampshire, RD #1 Alstead, New Hampshire".

G. The Property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision, land use regulation or approval process or in calculating allowable unit density.

3. 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 and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. There is hereby conveyed pedestrian access to, on and across the Property for hunting, fishing and transitory passive recreational purposes, but not camping, by members of the public; but the Property may be posted against such access or otherwise restricted by the Grantee in the public interest.

C. The Grantee shall have the right to post signs of the Property identifying it as land protected under the New Hampshire Land Conservation Investment Program for the uses allowed under this Conservation Easement.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.

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

5. BENEFITS AND BURDENS

A. 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 said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of New Hampshire or the U.S. Government or any subdivision of either of them consistently with Section 170 (c) (1) of the U.S. Internal Revenue Code, as amended, which government unit 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. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. BREACH OF EASEMENT

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

B. Said Grantor shall have 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. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement or from any prudent action taken by the Grantors under emergency conditions to prevent, abate, or mitigate, significant injury to the Property resulting from such causes.

7. CONDEMNATION

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

B. The balance of the damages (or proceeds) recovered shall be paid 51% to the Grantor and 49% to the Grantee which percentages represent the full and fair market values of the respective interest of the Grantor and Grantee in the Property which is the subject of this Easement Deed immediately after the execution and delivery hereof taken as a proportion of the sum of said values. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.