



New Hampshire Fish and Game Department

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Stephanie L. Simek, Ph.D.
Executive Director

Thomas Fry
42 Stagecoach Road
Alton, NH 03809

Dear Mr. Fry,

I'm writing in regard to the NH Fish and Game-assigned conservation easement on your property referred to as "Knights Pond." The property was acquired through the Land Conservation Investment Program (LCIP) with public and private donations and is held by the State in the Public Trust. The Conservation Land Stewardship Program (CLSP) monitors all State-held LCIP conservation easements on an annual basis. As you know, we recently met with you and monitored the Knight's Pond property on December 18th, 2025.

During our December 18th inspection, we observed multiple items that appear to violate the easement. Around the 2-acre house lot area, numerous objects have been stored on the easement portion of the property. These items include vehicles, equipment, shipping containers, and a camper trailer. While on site, you mentioned that some of the equipment is utilized for maintenance of the road providing public access to Knight's Pond. While maintenance of the road is a requirement of the easement, and storage of such equipment may be allowed on the easement in the accomplishment of the non-commercial recreational use of the property, we cannot in good faith believe that all the equipment, including what is stored inside of the shipping containers, serves this purpose. Further, the easement prohibits structures from being introduced to the property unless they are ancillary to the permitted uses. This provision specifically bans mobile homes from being placed on the property.

In addition, our understanding is that most, if not all, of the equipment stored in the landing area is being used by Steve Sanborn for his business, the NH Outdoor Learning Center. This appears to be a violation of the easement as the only permitted commercial uses are for agriculture and forestry. The storage of this recreational equipment for commercial purposes is not allowed by the easement. The storage of an additional camper trailer in this area is not allowed, as well as the storage of junk vehicles as the CE prohibits dumping of vehicle bodies or parts.

The NH Fish and Game Department will be engaging the Council on Resources and Development (CORD) regarding this matter. CORD is the successor to the LCIP and the ultimate decision maker for the State regarding your easement.

In the meantime, you are hereby put on notice that use of the easement area for storage of personal or commercial property is not permitted. You are advised to cease any further development or storage activities on the easement and to consult with NH Fish and Game and/or CORD before initiating any such activities.

If you have questions, you can contact me at charlotte.j.harding@wildlife.nh.gov or 603-721-6809.

Sincerely,

Charlotte J. Harding
Conservation Land Stewardship Program Supervisor

Cc: James Oehler, Wildlife Habitat Program Supervisor
Brendan McDowell, Council on Resources and Development



“LCIP”
Conservation Easement
Monitoring Visit Report

Date of Visit
December 18, 2025

Easement Name: Fry **Acres:** 251 (2 parcels - 190 + 61)
Town / Location: Alton – Rines & Stage Coach Rds. **AKA:** Knight’s Pond
Current Owner: Thomas E Fry 1992 Trust c/o Tom Fry
Address: 47 Stagecoach Road, Alton, NH 03809
Phone: 569-3742
E-mail: fry777@yahoo.com **Cell:** 520-0117 (Texting preferred)
Forester Contact: Peter Farrell (Forester)
Phone: 875-7626
E-mail: farrell@metrocast.net **Cell:** 387-4338

General Description of Land Use: The property is almost entirely forested with a good network of woods roads in excellent condition. The conservation area is used primarily as a passive recreational area for hiking and as a site for fishing, with a walk-in canoe/kayak launch. A loop trail hugs the shoreline of the pond and marsh area. The easement consists of two separate tracts on either side of Knights Pond, totaling 251 acres. The property abuts other conservation land, and the Lakes Region Conservation Trust maintains a hiking trail network around the pond.

Condition of Boundaries: Excellent Good Fair Poor

Comments: [Blazing and painting boundary lines at least once every 10 years helps to deter encroachments from abutters and potential future easement violations associated with those encroachments.](#)

Stewardship / Forestry Plans: This easement requires forest management activities to be conducted in accordance with a coordinated management plan. The forest stewardship plan was updated in 2013. There are additional detailed management restrictions within 150’ of Knight’s Pond (see easement for details). The federally endangered species *Isotria medeoloides* (small whorled pogonia) has been documented on this property.

This is a certified Tree Farm. Recertification was complete by P. Farrell in 2022

Most recent update: 2013 **Forester:** Peter Farrell **Renewal Date:** 2023

The management plan should be updated before any future forest management occurs.

Landowner communication: Yes No communication received as of report completion date

- 11/13 meeting with surveyor, Paul Zuzgo – discussed LO’s plans for potential subdivision, removal, and addition of land to conservation easement. See meeting notes on file (shared with surveyor 11/14).
- 12/9 email from Tom – Told Paul he was sure changing anything concerning the easement would not be easy. He has taken another route for the property which meets the intent of the town and will also keep the conservation land in the family to be protected for a long time hopefully.

Inspection by: Charlotte J. Harding

- Parked at 47 Stagecoach Road and met with landowner Tom Fry. The following items were discussed relative to the easement:
 - Tom plans to sell the house at 47 Stagecoach Road but needs to file several variances. He is proposing to subdivide the house lot into 2 1-acre lots, separating the house from the outbuilding area. He intends to retain the portion of the lot with the outbuilding and surrounding items on it. Tom also plans to retain ownership of the eased areas.
 - Some (but not all) of the equipment in the shop area and within the easement is used for maintenance of the Knight’s Pond access road and trail system. Tom maintains the access road and trail. The access road washes out every few years or so.
 - A 2 acre lot has been subdivided and sold from the 15-acre reserved area along Rhines Road. This leaves approximately 13 acres left within the reserved area.
- Walked approximate boundary of 2-ac house lot proposed to be subdivided. Flagging has been added to the NW pin by surveyor. No additional flagging noted, or new pins set around lot. Tom added a wooden stake

marking the NE pin. The CE boundary is very close to the southern boundary of the house lot making future encroachments likely. The following items impacting the CE were observed:

- A shipping container is located on and over the north boundary line of the house lot. See photo.
- Multiple vehicles and pieces of equipment are located on and over the north boundary line of the house lot. See photos.
- A dump truck, 6 shipping containers, and a camper trailer are located on the CE on the E side of the house lot boundary. See photos.
- Checked CE landing area. Observed 4 shipping containers, multiple bob houses, trailers, recreational vehicles, canoes, a camper trailer, and scrap materials. See photos.
- Drove access road to Knight's Pond Conservation Area parking lot. Infrastructure is in good condition. Walked trail to pond access. Trail is well used, even in snow conditions.

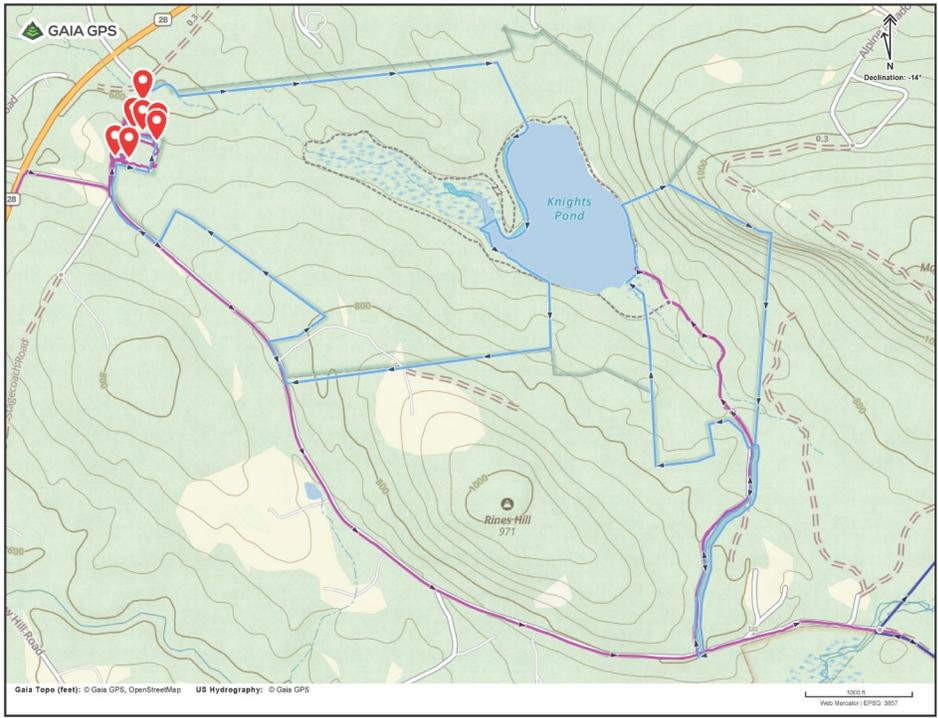
Landowner Post-Visit Follow Up Communications / Actions / Recommendations:

As part of each monitoring event CLS attempts to contact the landowner to learn of any new activities or changes since the last visit, any planned for the coming year, and any other landowner information. *At all other times, you as a landowner have a responsibility to communicate changes, new activity information, and questions to CLS, particularly regarding purposes, use limitations, and requirements of the conservation easement.* Please carefully review this report and contact our office if you find any errors, or missing information, or have updates to provide.

- CE areas and items observed during the monitoring visit are subject to the terms of the deed, including:
 - Use Limitation 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...” Storage of personal and/or commercial equipment on the CE is not permitted unless in the accomplishment of the conservation purposes.
 - Use Limitation C prohibits mobile homes from being introduced to the property.
 - Use Limitation D prohibits removal, filling, or disturbance of the soil surface, including changes in topography. Such proposed activities must be described in writing to the Grantee 30 days before activities begin and must not be detrimental to the purposes of the easement.
 - Use Limitation G prohibits dumping of materials including vehicle bodies or parts.

CLSP Follow-up Actions:

- Consult NHFG and CORD regarding violations and follow up actions
-



2025 monitoring track



Close up of 2-acre houselot area, monitoring track and observations.



North boundary around 2-acre house lot, looking SE. CE to left of yellow line. A shipping container appears to be situated on the boundary and inside the CE.



North boundary around 2-acre house lot, looking SE. CE to left of yellow line. Assorted equipment appears to be stored on the CE.



North boundary around 2-acre house lot, looking W. CE to right of yellow line. Line connects to a wooden stake marking the NE corner pin. Multiple vehicles appear to be parked inside the CE.



Standing at approximate east boundary of 2-acre house lot, looking E. A dump truck appears to be parked inside the CE.



Standing at approximate east boundary of 2-acre house lot. 6 shipping containers and a camper trailer appear to be stored inside the CE.



Items stored in landing area (above and below) include 4 shipping containers, bob houses, trailers, vehicles, canoes, a camper trailer, and scrap materials.



Magentic October 1989

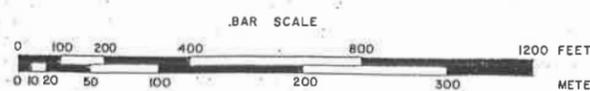
For relocation details refer to deed of Thomas & Judith Fry to the Town of Alton recorded B.C.210, Bl. 940 Pg. 596 and reference C.

SYMBOL	BEARING	DISTANCE
A	N 00°12'44"W	12.21'
B	N 94°41'07"W	158.64'
C	S 81°41'47"E	88.87'
D	N 34°04'34"W	209.87'
E	N 89°04'07"W	113.44'
F	N 88°04'43"W	142.37'
G	N 34°18'33"W	182.71'
H	N 84°52'08"W	97.31'
I	N 31°04'34"W	112.09'
J	N 34°30'34"W	83.04'
K	N 34°33'14"W	108.84'
L	N 30°16'14"W	34.24'
M	N 34°34'32"W	93.38'
N	N 37°33'18"W	146.60'
O	N 34°45'31"W	82.08'
P	N 34°53'33"W	73.81'
Q	N 33°14'44"W	219.94'
R	N 18°44'50"E	4.44'
S	N 44°43'33"E	102.36'
T	N 87°28'14"E	120.36'
U	N 82°48'28"E	111.81'
V	N 77°08'08"E	18.44'
W	N 84°01'17"E	184.04'
X	N 88°14'43"E	100.81'
Y	N 87°46'54"E	140.21'
Z	N 88°34'14"E	37.84'
AA	N 73°40'44"E	34.84'
BB	N 87°23'30"E	22.14'
CC	N 87°54'14"E	150.92'
DD	N 87°54'14"E	150.92'
EE	N 47°12'12"W	33.00'
FF	N 71°42'30"W	33.00'
GG	N 10°42'09"W	124.71'
HH	N 7°08'17"W	187.98'
II	N 4°08'12"W	143.44'
JJ	N 4°08'17"W	32.04'
KK	N 85°38'24"W	181.40'
LL	N 82°07'07"W	94.71'
MM	N 83°32'10"W	94.80'
NN	N 82°54'20"W	81.94'
OO	N 82°54'14"E	101.48'
PP	N 82°54'14"E	32.32'
QQ	N 83°44'14"W	32.81'
RR	N 83°44'40"W	201.94'
SS	N 84°44'18"W	83.79'
TT	N 84°07'37"W	91.63'
UU	N 83°00'21"W	91.21'
VV	N 24°08'36"E	28.11'
WW	N 34°08'03"E	148.80'
XX	N 24°13'43"E	31.74'
YY	N 33°13'43"E	71.78'
ZZ	N 31°53'27"E	73.84'
AA	N 34°10'00"E	82.49'
BB	N 34°07'06"E	76.21'

Note: Woods road leading from Rines Road to stone wall of land of Gaskell et al is a private way. For exclusive use of Thomas & Judith Fry.

- LEGEND
- G.B. Granite bound
 - I.P. Iron pipe
 - R.B. Reinforcing bar
 - △ LRSS Lakes Region Survey Service tablet
 - + D.H. Drill hole
 - ⊕ D.H. Drill hole set in stone wall (unless noted)
 - Stone wall
 - Utility pole
 - Deciduous tree
 - Coniferous tree

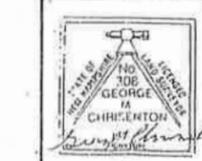
Elizabeth P. Gaskell et al. Bl. 86 Pg. 284 Bl. 195 Pg. 392 Tax map 19-62



PREPARED BY BELKNAP SURVEY SERVICE, INC. R.O. BOX 324, MAIN ST., ALTON BAY, NH 03810 (603) 875-5000

206.9 acre parcel Fry Easement Baseline Documentation Photo Points

REVISED 26 April 1990 - Add bearings, distances & monuments to easements. Add notes.



CONSERVATION EASEMENT PLAN FOR
THOMAS E. & JUDITH E. FRY
 STAGECOACH & RINES ROADS
 ALTON, N.H.
 SCALE DATE 6 DECEMBER 1989



REFERENCES

- "Land of Phyllis W. Piper Est., Patricia P. Graves, Elizabeth P. Gaskell, & James F. Piper, Jr., Rines Road, Alton, NH", dated October 1980, top and compass survey by Great East Land Survey Co., Wolfeboro, NH, not recorded.
- "Plan of Land for Winnepesaukee Properties, Inc., NH Route 2B, Wolfeboro & Alton, Carroll & Belknap Counties, New Hampshire", dated Aug. 24, 1977, by Lakes Region Survey Service Inc., Wolfeboro, NH, Belknap County Register of Deeds Bl. 66 Pg. 23 - 24.
- "Plan of Land Wolfeboro & Alton, NH, for B & H Development Corp.", dated June 16, 1987, by Norway Plains Survey Associates, Inc., Rochester, NH, Belknap County Register of Deeds Bl. 140 Pg. 61-62.
- "Subdivision of Land, Winnepesaukee Estates, Wolfeboro, NH, for B & H Development", dated March 1988, by Norway Plains Survey Associates, Inc., Carroll County Register of Deeds Bl. 121 Pg. 76.
- "Knight's Pond, Alton, NH", aerial photograph taken by B & H Mapping Services, Rochester, NH, December 1987.
- "Survey for Town of Alton Showing Rines Road Relocation, Alton, NH", dated 7 February 1983 by Belknap Survey Service, Inc., Alton Bay, NH, not recorded.

CERTIFICATION

I certify that this survey plan shows the property lines that are the lines of existing ownerships and that the lines of streets and ways are those of public or private streets or ways already established and that no new lines for division of existing ownership or for new ways are shown. (RSA 676:16)

I hereby certify that I have filed a copy of this plan with the Planning Board of Alton, in accordance with RSA 676:18(b).

27 Apr 1990 Date Licensed Land Surveyor

Survey performed during October and November 1989 with Nikon NTD-4 Theodolite and Electronic Distance Meter.

Traverse accuracy of closure:
 Perimeter traverse: 1:68,519
 Easement area traverse: Better than 1:300

Parcel is located in the Rural (RU) Zone.

The courses are for computation purposes only and are not property lines.

Monuments found or set only where noted.

Interior stone wall locations were determined from aerial photography.

Side lines of Stagecoach and Rines roads are shown along existing stone walls. True side lines have not been determined.

Rines Road is 2 rods (33') wide. Reference highway inventory #89.

Stagecoach Road is 3 rods (45.5') wide. Reference highway inventory #50 and #88.

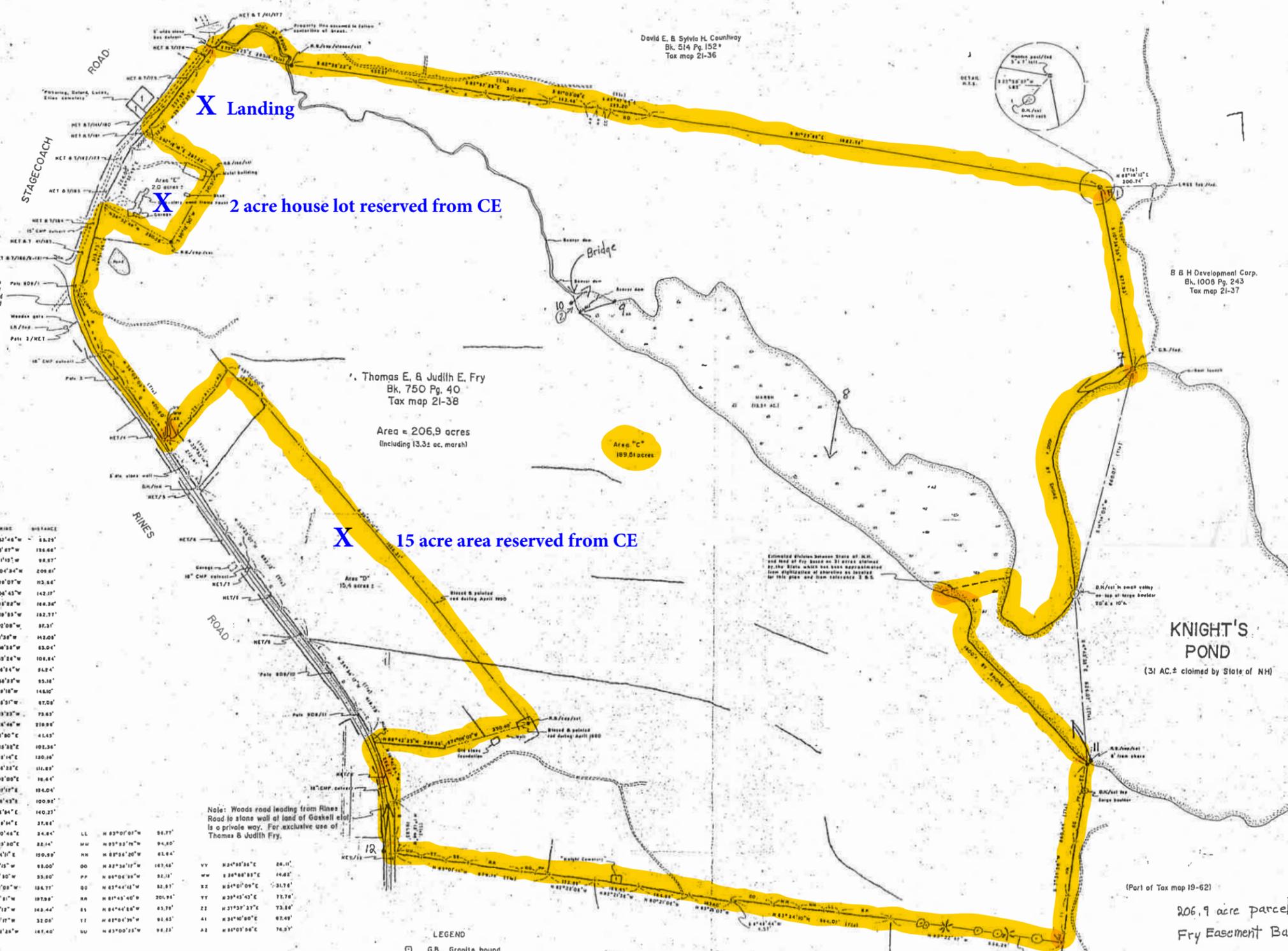
Property lines blazed and painted red during November, 1989.

The purpose of this plan is to show the easement area "C" to be conveyed to the State of New Hampshire under the Land Conservation Investment Program.

Area "C" = 189.81 acres.

Area "D" & "E" are not included in the Land Conservation Investment Program.

Area of parcel determined by computation of perimeter survey and by planimetry of the pond shore line.



X Landing

X 2 acre house lot reserved from CE

Thomas E. & Judith E. Fry Bl. 750 Pg. 40 Tax map 21-38

Area = 206.9 acres (including 13.3± ac. marsh)

Area "C" 189.81 acres

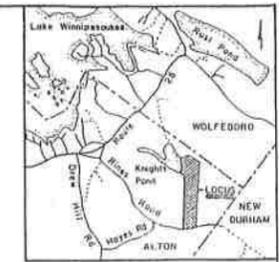
X 15 acre area reserved from CE

KNIGHT'S POND (31 AC. ± claimed by State of NH)

(Part of Tax map 19-62)

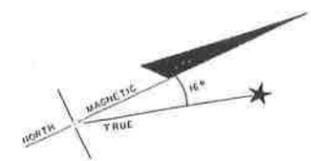
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Submitting Photopoints 5/17/01 #1-A2

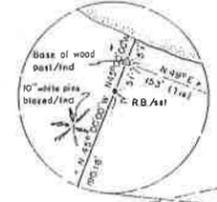


LOCATION

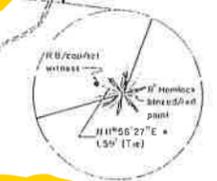
SYMBOL	BEARING	DISTANCE
A	N 15° E	17'
B	N 13 1/2° E	12'
C	N 13° 07' 30" E	118.50'
D	N 10° 47' 42" E	116.18'
E	N 81° W	25'
F	N 89 1/2° W	34'



DETAIL "A" N.T.S.



DETAIL "B" N.T.S.



B B H Development Corp.
Bk. 1008 Pg. 243
Tax map 21-37

CERTIFICATION

I certify that this survey plan shows the property lines that are the lines of existing ownerships and that the lines of streets and ways are those of public or private streets or ways already established and that no new ways for division of existing ownership or for new ways are shown (RSA 676:18)
I hereby certify that I have filed a copy of this plan with the Planning Board of _____ in accordance with RSA 676:18(b)(1).

Date _____ Licensed Land Surveyor _____

Elizabeth P. Gaskell et al
Bk. 86 Pg. 284
Bk. 196 Pg. 392
Tax map 19-62

Lakes Region Conservation Trust, Inc.
Bk. 1112 Pg. 734
Tax map 19-54

Thomas E. & Judith E. Fry
Bk. 982 Pg. 604
Tax map 19-53

Robert B. Gail Gorham
Bk. 892 Pg. 804
Tax map 21-37A

Tree Growers, Inc.
Bk. 584 Pg. 261
Tax map 19-49

Town of Alton
Bk. 489 Pg. 78
Tax map 19-52

Town of Alton
Bk. 753 Pg. 732
Tax map 19-51

Area withheld from Conservation Easement - 31.0 acres

Easement Area "B" 1.0 acres ±

Easement Area "A" 60.5 acres ±

Area = 93 acres
(As shown on reference 1)

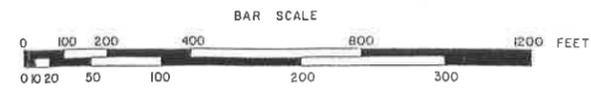
parking area as constructed

EASEMENT
Area "B" consists of a 25' wide R.O.W. from Rines Road to Area "A" of the stone wall adjacent to the future parking lot. Easement follows existing woods road. Easement Area "A" includes all land northerly of the said wall except for the area located around the sand pit.

REFERENCES

- "Plan of Land for Annette T. Durkee, Rines Road, Knight's Pond, Alton, Belknap County, New Hampshire," dated Dec. 12, 1975, by Lakes Region Survey Service, Inc., Wolfeboro, NH, Belknap County Register of Deeds Bk. 55 Pg. 25-26.
- "Land of Phyllis W. Piper Est., Patricia R. Graves, Elizabeth P. Gaskell, James F. Piper, Jr., Rines Road, Alton, NH," dated October 1980, tape and compass survey by Great East Land Survey Co., Wakefield, NH, not recorded.
- "Plan of Land for Winnepesaukee Properties, Inc., NH Route 2B, Wolfeboro & Alton, Carroll & Belknap Counties, New Hampshire," dated Aug. 24, 1977, by Lakes Region Survey Service, Inc., Wolfeboro, NH, Belknap County Register of Deeds Bk. 56 Pg. 23-24.
- "Plan of Land Wolfeboro & Alton for B B H Development Corp.," dated June 16, 1987, by Norway Plains Survey Associates, Inc., Rochester, NH, Belknap County Register of Deeds Bk. 140 Pg. 61-62.
- "Subdivision of Land, Winnepesaukee Estates, Wolfeboro, NH, for B B H Development," dated March 1988, by Norway Plains Survey Associates, Inc., Rochester, NH, Carroll County Register of Deeds Bk. 121 Pg. 76.
- "Plan of Alpine Meadows, Wolfeboro, NH," dated 3-4-67, by R.R. Merriman, Surveyor, Owner - Harry Hopewell, Carroll County Register of Deeds Bk. 14 Pg. 64.
- "Survey for Lakes Region Conservation Trust, Inc., Knight's Pond, Alton, N.H.," dated 5 January 1990, by Belknap Survey Service, Inc., Alton, N.H., Belknap County Register of Deeds Drawer L-10 Plan 3.

- LEGEND
- R.B. Reinforcing bar
 - Tablet
 - △ Post
 - Properly line
 - - - Easement line
 - Access road
 - Stone wall



60.5-acre parcel
FRY EASEMENT
REVISED 27 April 1990 - Add details, bearings & distances around easement area, reference 7 and notes

Reinforcing bars were set by Belknap Survey Service, Inc. Tablets and post were set by Lakes Region Survey Service, Inc.

The purpose of this plan is to show the easement areas ("A" & "B") to be conveyed to the State of New Hampshire Land Conservation Investment Program.
Area "A" = 60.5 acres ± (Determined from reference 1)
Area "B" = 1.0 acres ± (25' wide easement along existing woods road as determined by Belknap Survey Service, Inc. for this plan)

The perimeter boundaries are based on reference 1 & reference 7.
Boundaries determined by Belknap Survey Service are noted with a s. All other boundaries were determined by Lakes Region Survey Service, Inc. as shown on reference 1.

Traverse accuracy of closure:
Easement area: Better than 1:300.
For reference 7: 1:5,761
For reference 1: Minimum standard of 1975.

Boundary and easement lines are blazed and painted only where noted.

Method of survey:
Easement area: Tape and compass.
For reference 7: Nikon NTD-4 Theodolite and Electronic Distance Meter.
For reference 1: Tape and compass.

PREPARED BY
BELKNAP SURVEY SERVICE, INC.
P.O. BOX 324, MAIN ST., ALTON BAY, NH 03810
(603) 875-5000

CONSERVATION EASEMENT PLAN FOR
THOMAS E. & JUDITH E. FRY
RINES ROAD
ALTON, N.H.
SCALE _____ DATE 4 DECEMBER 1989

FINAL

D.

CONSERVATION EASEMENT DEED

We, Thomas E. Fry and Judith E. Fry, husband and wife, of Stage Coach Road, Town of Alton, County of Belknap, 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 located on two parcels of land on Knights Pond in the Town of Alton, County of Belknap, 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 the education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and
3. To protect significant wildlife habitat and provide public access to Knight's Pond; and
4. To protect the unusual natural habitat of the Small Whorled Pogonia, "Isotria medeoloides", which is officially protected as an "endangered species" under the Federal Endangered Species Act of 1973 as amended, and which has been identified as a "rare plant" by the New Hampshire Natural Heritage Inventory; and
5. To preserve open spaces, particularly the productive 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 New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources", 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."

BK1 144 PG0685

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") being unimproved land situated in the Town of Alton, County of Belknap, the State of New Hampshire, more particularly bounded and described as set forth in Attachment "A" attached hereto and made a part hereof and on Plans entitled "Conservation Easement Plan for Thomas E. & Judith E. Fry, Stagecoach & Rines Roads, Alton, N.H." and "Conservation Easement Plan for Thomas E. & Judith E. Fry, Rines Road, Alton, N.H." drawn by George M. Chrisenton and recorded at the Belknap County Registry of Deeds at Drawer Lll Plan 17 and Drawer Lll Plan 18 respectively.

This 251 acres protects 3290 feet, approximately half of the shoreline of undeveloped Knight's Pond. The land will be part of a trail system surrounding the pond that will provide recreational opportunities for the general public. It will provide permanent public access to the pond. It is one of the few sites that supports "Isotria medeoloides" in New Hampshire. This Property is part of a larger project to protect the watershed to Knight's Pond and to protect its water quality and that of Lake Winnepesaukee. Knight's Pond supports a warm-water fishery.

These significant conservation values are set forth in detail in "Fry 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/or 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, floricultural and horticultural 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

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management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails, nor disturb any state or federally recognized rare or endangered species on the property.

iii. Agricultural activities may not be conducted within one hundred and fifty feet (150') of the normal high water mark of Knight's Pond.

iv. The only forestry activities permitted within one hundred and fifty feet (150') of the normal high water mark of Knight's Pond are salvage cuts necessitated by fire, storm, or pestilence, cutting necessary to create or maintain trails, and other cutting necessary for the conservation, habitat management, or non-commercial outdoor recreational purposes of this easement. A continuous canopy of trees along the shoreline must be retained to preserve the forested and natural character of the pond.

B. The Property may be divided into no more than two ownerships that may be conveyed separately, shown as "Easement Area A" and "Easement Area C" on the aforesaid Plans. The "Easement Area A" and "Easement Area C" shall not be further subdivided.

C. No dwelling, tennis court, swimming pool, dock, 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 on-site, land-based agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property as long as they are 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, trails and Knight's Pond; the historic and archeological values; the agricultural or forestry 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, agricultural, 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; and

iv. Have been described in writing to, and such document received by, the Grantee at least thirty (30) days before the activities begin; and

v. All necessary federal, state and local permits and approvals are secured.

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, habitat management, conservation, educational 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 post against vehicles, motorized or otherwise, except as specified in Sections 3.C and 3.E below.

C. Grantor reserves the right to erect, maintain and retain keys to a gate on the access road from Rines Road to Knight's Pond at the entrance from Rines Road in order to close and lock the gate from December 1 to May 1 or other dates based on site conditions and by mutual agreement by the Grantee and the Grantor to prevent vehicular access and damage to the road. Grantor also reserves the right to retain keys to the permanently locked gate below the parking area shown on the aforesaid Rines Road Plan to control vehicular access to the pond edge at all times. In addition, Grantor reserves the right to erect and maintain gates at locations on the Property other than the pond access road for the purpose of controlling vehicular traffic.

D. The Grantor must notify the Grantee in writing before exercising the reserved rights provided for in section 2A in this easement.

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

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out the duties assumed by the acceptance of this Conservation Easement Deed. Grantee shall have a set of keys for the two gates and be allowed vehicular access on the road for monitoring purposes.

B. There is hereby conveyed public pedestrian access to, on and across the Property for hunting, fishing and transitory passive recreational purposes, but not camping, not using the land as a beach area, not having fires of any kind and not rock climbing by members of the public; but the Property may be posted against such access or otherwise restricted by the Grantee in the public interest, including restricting access for the purpose of protecting a state or federally recognized rare or endangered species.

C. There is also hereby conveyed access to, on and across the Property by members of the public on and with snowmobiles on the access road leading from Rines Road to Knight's Pond shown on the aforesaid Plan entitled "Conservation Easement Plan for Thomas E. & Judith E. Fry, Rines Road, Alton, N.H." and in a location mutually agreed upon by Grantor and Grantee to enable snowmobilers to pass from Knight's Pond toward Route 28.

D. The Grantee has the right to construct, manage, use, sign, maintain and monitor a trail as a public footpath in order to provide access to the pond from Rines Road. The Grantee also is hereby granted a trail right-of-way and easement of 15 feet in width for use by the public only for non-motorized outdoor recreation. The trail will be located around Knight's Pond within one hundred and fifty feet (150') of the normal high water mark. To protect the land from overuse, to ensure the safety of users or to accommodate changes in water level, the Grantee may relocate said trail after consultation with the Grantor as long as it remains within the one hundred and fifty foot (150') corridor. If, however, the trail cannot be sited or maintained within the 150 foot corridor without creating unsafe or environmentally damaging conditions due to physical characteristics such as wetlands, high water, or steep slopes, or without necessitating the construction of an elevated walkway exceeding 20 feet in length, of extensive drainage, or of other special improvements for providing reasonable public access, then the Grantee may locate the trail after consultation with the Grantor to the first site beyond the 150 foot corridor where the above safety, environmental and practical limitations can be overcome. In no event shall the trail be located more than 450 feet from the normal high water mark of the Pond without the consent of the Grantor. The trail may be sited outside of the 150 foot corridor only as long as the aforesaid conditions requiring it exist.

E. There is hereby conveyed vehicular access for the general public along the pond access road to the parking area which will be located as shown on the Plan entitled "Conservation Easement Plan for Thomas E. & Judith E. Fry, Rines Road, Alton, N.H." for fishing, boating and other passive recreational use as defined in Section 3.B above. Foot access by the general public is allowed along the same dirt road as shown on the aforesaid Plan from the parking area to the pond edge. Grantor is required to maintain the road so that it is passable by passenger car from Rines Road to the parking area and to maintain the foot path from the parking area to the pond so that it is accessible by foot. Grantor is required to develop and maintain a parking area for the general public for a

minimum of 5 vehicles in the location shown on the aforesaid Plan. (The Grantee shall not be responsible for the development or maintenance of the road, footpath and parking facility.)

F. Grantee shall have the right to post signs in accordance with state standards at the entrance to the access road off of Rines Road and at the parking area as located on the aforesaid survey Plan for the purposes of identifying the location of the parking area, access road and trail and identifying appropriate use guidelines. Grantee shall consult with Grantor prior to installing the aforesaid signs.

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.

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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 natural events beyond Grantor's control, including, and limited to, fire, flood, storm, and earth movement or from any prudent action taken by 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 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 divided between them in proportion to the full and fair market values of the respective interest of the Grantor and Grantee in that part of the Property condemned 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.

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IN WITNESS WHEREOF, We have hereunto set our hands this 13th day of August, 1990.

Thomas A. Howe
Witness

Thomas E. Fry
Thomas E. Fry, Grantor

Thomas A. Howe
Witness

Judith E. Fry
Judith E. Fry, Grantor

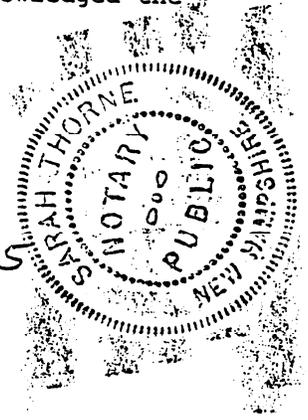
The State of New Hampshire
Belknap, ss.

Personally appeared Thomas E. Fry and Judith E. Fry who acknowledged the foregoing to be their voluntary act and deed.

Before me,

Sarah Thorne
Notary Public

Commission Expires: January 10, 1995



ACCEPTED: STATE OF NEW HAMPSHIRE

By: Will Abbott
Will Abbott

Title: Executive Director
Duly Authorized

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ATTACHMENT A

Easement Areas A and B

Meaning and intending to describe parcels or tracts of land in Alton, NH, as shown as Easement Areas A and B on "Conservation Easement Plan for Thomas E. and Judith E. Fry, Rines Road, Alton, NH", prepared on Magnetic North by Belknap Survey Service, Inc., dated December 4, 1989 and revised April 27, 1990, recorded in Drawer 11, Plan 18 in the Belknap County Registry of Deeds and part of land described in a Warranty Deed recorded in said Registry at Book 982, Page 604 on December 30, 1986, further bounded and described as follows:

"Easement Area A": Beginning at a point, said point being the northeasterly end of a twenty-five (25) foot wide ROW on an existing woods road and at the start of a stonewall on the westerly sideline of said woods road and at other land of Fry; thence along other land of Fry and along the sideline of said woods road the following bearings and distances:

North 10° West one hundred seventy-five (175.0) feet along said woods road to a point;

North $29\ 1/2^{\circ}$ West one hundred thirty-eight (138.0) feet to a reinforcing bar set;

North 88° West two hundred (200.0) feet to a reinforcing bar set;

South $1\ 1/2^{\circ}$ West three hundred (300.0) feet along a line blazed and painted red to a reinforcing bar set in a stonewall; thence along said stonewall the following bearings and distances:

North 89° West one hundred eighty-nine (189.0) feet to a point;

North $83\ 1/2^{\circ}$ West one hundred eighty (180.0) feet to a point;

North 82° West one hundred eight (108.0) feet to a point;

North 81° West one hundred thirty-three (133.0) feet to a corner of stonewalls and at land now or formerly of Elizabeth P. Gaskell, etal; thence along land of said Gaskell and along said stonewall the following bearings and distances:

North $11\ 1/2^{\circ}$ East five hundred fifty-two (552.0) feet to the end of the stonewall and at an existing woods road;

North 15° East seventeen (17.0) feet crossing said woods road to the start of a stonewall;

North $13\ 1/2^{\circ}$ East twelve (12.0) feet to a reinforcing bar set in said stonewall and at land now or formerly of Lakes Region Conservation Trust; thence

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along land of said Trust and along, in part, said stonewall the following bearings and distances:

North $13^{\circ} 07' 30''$ East one hundred eighteen and fifty-eight hundredths (118.58) feet to a point;

North $10^{\circ} 47' 42''$ East one hundred sixteen and eighteen hundredths (116.18) feet to the end of said stonewall;

North $09^{\circ} 35' 20''$ East one hundred six and seventy-seven hundredths (106.77) feet along a line blazed and painted red to a point at the start of a stonewall;

North $11^{\circ} 19' 20''$ East two hundred twenty and thirty-seven hundredths (220.37) feet along said stonewall and crossing an existing woods road to a point;

North $10^{\circ} 28' 22''$ East one hundred twenty-nine and ninety-one hundredths (129.91) feet along said stonewall to the end;

North $08^{\circ} 53' 44''$ East three hundred fifty-five and ninety-nine hundredths (355.99) feet along a line blazed and painted red to an eight (8) inch hemlock blazed and painted red;

North $45^{\circ} 00' 00''$ West one hundred ninety and eighteen hundredths (190.18) feet along a line blazed and painted red to a reinforcing bar set;

North $45^{\circ} 00' 00''$ West five and one tenth (5.1) feet to the base of a wood post found;

North $45^{\circ} 00' 00''$ West five (5.0+/-) feet, more or less, to a point on the southeasterly sideline of Knight's Pond, so-called; thence in generally a northerly direction along the shore of said Pond a distance of six hundred ninety (690.0+/-) feet, more or less, to a post set ten (10.+/-) feet, more or less, from the shoreline of the Pond and at land now or formerly of B and H Development Corporation; thence

North 79° East five hundred fifty-nine (559.0) feet along land of said Corporation to a tablet set at the base of a large boulder and at land now or formerly of Robert and Gail Gorham; thence

South 47° East nine hundred forty-one (941.0) feet along land of said Gorham to a point; thence

South $67 \frac{1}{2}^{\circ}$ East one hundred fifteen (115.0) feet along land of said Gorham to a tablet set and witnessed by post and stones and at land now or formerly of Town of Alton; thence

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South $20\ 1/2^{\circ}$ West one thousand nine hundred ninety-nine (1,999.0) feet along land of said Alton and along, in part, a stonewall, to a corner of stonewalls and at other land of Fry; thence

North 81° West twenty-five (25.0) feet along other land of Fry and said stonewall to the end of said wall and at an existing woods road; thence

North $89\ 1/2^{\circ}$ West thirty-four (34.0) feet crossing said woods road to the point of beginning, said easement area containing ~~ninety-three~~ (60.5) acres.

"Easement Area B": Being a twenty-five (25) foot wide Right-of-Way for pedestrian and vehicular traffic along an existing woods road running in generally a northeasterly direction from Rines Road, so-called, to a stonewall and at other land of Fry comprising Easement Area A, containing one (1.0+/-) acre, more or less.

Easement Area C

Meaning and intending to describe parcels or tracts of land in Alton, NH, as shown as Easement Area C on "Conservation Easement Plan for Thomas E. and Judith E. Fry, Stagecoach and Rines Roads, Alton, NH", prepared on Magnetic North October 1989 by Belknap Survey Service, Inc., dated December 6, 1989 and revised April 26, 1990, recorded at Drawer 11, Plan 17 in the Belknap County Registry of Deeds and part of land described in a Warranty Deed recorded in said Registry at Book 750, Page 40 on July 28, 1978, further bounded and described as follows:

Beginning at a point, said point being the centerline of a brook as it flows into a culvert at Stagecoach Road and said point being the northwest corner of the subject property and said point being at land now or formerly of David E. and Sylvia H. Countway; thence along said land of Countway and, in particular, along said centerline of said brook in generally an easterly and southeasterly direction a distance of four hundred (400.0+/-) feet, more or less, to a reinforcing bar set with cap and stones; thence continuing along land of said Countway and, in part, a stonewall

South $82^{\circ}\ 36'\ 22''$ East four hundred fifty-seven and twenty-seven hundredths (457.27) to a drill hole set at the start of a stonewall;

South $82^{\circ}\ 45'\ 25''$ East one hundred eleven and eighty-nine hundredths (111.89) feet to a drill hole set;

South $77^{\circ}\ 02'\ 05''$ East eighteen and sixty-four hundredths (18.64) feet to a drill hole set;

South $84^{\circ}\ 07'\ 17''$ East one hundred thirty-four and four hundredths (134.04) feet to a drill hole set;

South $82^{\circ}\ 16'\ 43''$ East one hundred and ninety-two hundredths (100.92) feet to a drill hole set;

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South $83^{\circ} 16' 54''$ East one hundred forty and twenty-seven hundredths (140.27) feet to a drill hole set at the end of said stonewall;

South $81^{\circ} 03' 06''$ East one hundred forty-three and forty-six hundredths (143.46) feet to a drill hole set at the start of a stonewall;

South $85^{\circ} 39' 14''$ East thirty-seven and sixty-six hundredths (37.66) feet to a drill hole set;

South $73^{\circ} 40' 46''$ East twenty-four and eighty-four hundredths (24.84) feet to a drill hole set;

South $87^{\circ} 23' 30''$ East twenty-two and fourteen hundredths (22.14) feet to a drill hole set;

South $82^{\circ} 54' 11''$ East one hundred fifty and ninety-nine hundredths (150.99) feet to a drill hole set at the end of said stonewall;

South $81^{\circ} 25' 56''$ East one thousand six hundred eighty-two and seventy-six hundredths (1,682.76) feet to a 5 x 7 wooden post found and at land now or formerly of B and H Development Corporation; thence

South $10^{\circ} 38' 55''$ East six hundred seventy-seven and ninety-three hundredths (677.93) feet along land of said Corporation to a four (4) inch granite bound found at the northerly shoreline of Knight's Pond, so-called; thence in generally a southerly direction along said Pond a distance of one thousand (1,000+/-) feet, more or less, to a drill hole set in a small valley on top of a large boulder with a diameter of twenty (20) feet and a height of ten (10) feet; thence in generally a southwesterly then northeasterly direction along said Pond shore and then westerly crossing a marsh then continuing southeasterly along the shore of said Pond a total distance of one thousand six hundred (1,600) feet to a reinforcing bar set with cap and stones eight (8) feet from shore and at land now or formerly of Elizabeth P. Gaskell, etal; thence along land of said Gaskell the following bearings and distances:

South $06^{\circ} 18' 15''$ West ninety-five (95.0) feet to a drill hole set on the top of a large boulder at the start of a stonewall;

South $07^{\circ} 44' 30''$ West fifty-five and five hundredths (55.5) feet along said stonewall to a point;

South $10^{\circ} 42' 09''$ West one hundred thirty-six and seventy-seven hundredths (136.77) feet along said stonewall to a point;

South $07^{\circ} 05' 51''$ West one hundred ninety-seven and ninety-eight hundredths (197.98) feet along said stonewall to a point;

South $06^{\circ} 03' 12''$ West one hundred forty-three and forty-four hundredths (143.44) feet along said stonewall to a point;

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South 09° 20' 17" West thirty-two and five hundredths (32.05) feet to a drill hole set in said stonewall;

North 82° 22' 47" West six hundred thirty-six and twenty-nine hundredths (636.29) feet on a line blazed and painted yellow going past deciduous and coniferous trees to a drill hole set in a corner of stonewalls;

North 83° 52' 26" West one hundred eighty-seven and forty hundredths (187.40) feet to a point in said stonewall;

North 83° 01' 07" West fifty-six and seventy-seven hundredths (56.77) feet to a point in said stonewall;

North 83° 33' 19" West ninety-four and sixty hundredths (94.60) feet to a drill hole set in said stonewall;

North 83° 56' 20" West eighty-seven and eighty-four hundredths (87.84) feet to a drill hole set in said stonewall;

North 82° 38' 17" West one hundred sixty-seven and forty-eight hundredths (167.48) feet to a drill hole set in a corner of said stonewall;

South 06° 49' 44" West four and fifty-seven hundredths (4.57) feet to a drill hole set in a corner of said stonewall;

North 83° 28' 07" West one hundred sixty-three and sixty hundredths (163.60) feet to a drill hole set in said stonewall;

North 80° 21' 06" West one hundred ninety-four and sixty-six hundredths (194.66) feet to a drill hole set in a stonewall;

North 82° 21' 26" West one hundred sixty-six and sixty-three hundredths (166.63) feet to a drill hole set in a corner of stonewalls;

North 82° 22' 08" West one hundred seventy-two and fifty-nine hundredths (172.59) feet to a drill hole set in a corner of stonewalls;

North 86° 06' 59" West fifty-two and twelve hundredths (52.12) feet to a drill hole set in said stonewall;

North 83° 44' 12" West fifty-two and fifty-seven hundredths (52.57) feet to a drill hole set in said stonewall;

North 81° 45' 40" West two hundred one and ninety-six hundredths (201.96) feet to a drill hole set in said stonewall;

North 84° 44' 28" West eighty-three and seventy-nine hundredths (83.79) feet to a drill hole set in said stonewall;

North 82° 04' 39" West ninety-two and sixty-five hundredths (92.65) feet to a drill hole set in said stonewall;

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North $83^{\circ} 00' 23''$ West ninety-six and twenty-three hundredths (96.23) feet to a drill hole set in a corner of stonewalls and on the southeasterly sideline of Rines Road, so-called; thence along, in part, said Road and along said stonewall the following bearings and distances:

North $00^{\circ} 32' 48''$ West sixty-five and twenty-nine hundredths (65.29) feet to a drill hole set;

North $01^{\circ} 43' 57''$ West one hundred twenty-six and sixty-eight hundredths (126.68) to a drill hole set on the northerly sideline of a woods road and at the start of a stonewall;

North $19^{\circ} 41' 54''$ West two hundred sixty-six and eighty-seven hundredths (266.87) feet to a corner of stonewalls and at other land of Fry; thence along other land of Fry the following bearings and distances:

South $86^{\circ} 42' 23''$ East two hundred fifty-nine and fifty-six hundredths (259.56) feet to a point at the end of a stonewall;

North $74^{\circ} 09' 02''$ East three hundred thirty and forty hundredths (330.40) feet on a line blazed and painted red to a reinforcing bar with cap set;

North $39^{\circ} 51' 12''$ West one thousand five hundred fifty-six and thirty-one hundredths (1,556.31) feet on a line blazed and painted to a corner of stonewalls;

North $49^{\circ} 20' 00''$ West one hundred fifty-nine and thirty-three hundredths (159.33) feet along said stonewall to a corner of stonewalls;

South $36^{\circ} 03' 58''$ West seventy-six and fifty-seven hundredths (76.57) feet to a point in said stonewall;

South $38^{\circ} 10' 50''$ West sixty-seven and forty-nine hundredths (67.49) feet to a point in said stonewall;

South $37^{\circ} 37' 27''$ West seventy-three and twenty-eight hundredths (73.28) feet to a drill hole set in said stonewall;

South $39^{\circ} 43' 43''$ West seventy-seven and seventy-six hundredths (77.76) feet to a corner of stonewalls;

South $54^{\circ} 01' 09''$ West thirty-one and seventy-nine hundredths (31.79) feet to a corner of stonewalls;

North $36^{\circ} 58' 25''$ West fourteen and sixty-two hundredths (14.62) feet to a corner of stonewalls;

South $54^{\circ} 53' 36''$ West twenty-six and eleven hundredths (26.11) feet to a drill hole set in a corner of stonewalls along the easterly sideline of said Rines Road; thence continuing along said Road and said stonewall the following bearings and distances:

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North 34° 38' 33" West ninety-five and eighteen hundredths (95.18) feet to a point;

North 35° 39' 18" West one hundred forty-five and ten hundredths (145.10) feet to a point;

North 34° 55' 51" West eighty-seven and eight hundredths (87.08) feet to a point;

North 39° 53' 23" West seventy-three and sixty-five hundredths (73.65) feet to a point;

North 22° 26' 46" West two hundred fifteen and fifty-eight hundredths (215.58) feet to a drill hole set in said stonewall;

North 19° 41' 50" East forty-one and forty-five hundredths (41.45) feet crossing a woods road to a drill hole set in a stonewall;

North 14° 51' 26" East three hundred thirteen and seventy-three hundredths (313.73) feet to a drill hole set at the end of a stonewall on the easterly sideline of Stagecoach Road, so-called, and at other land of Fry; thence along other land of Fry the following bearings and distances:

South 58° 52' 49" East two hundred ninety and twenty-six hundredths (290.26) feet to a reinforcing bar with cap set;

North 30° 12' 30" East three hundred ten and fifty-one hundredths (310.51) feet to a reinforcing bar with cap set;

North 62° 18' 16" West two hundred eighty-seven and twenty-eight hundredths (287.28) feet to a drill hole set in a stonewall along the easterly sideline of said Stagecoach Road; thence along said Road and along said stonewall the following bearings and distances:

North 44° 45' 32" East thirty-two and thirty-six hundredths (32.36) feet to a drill hole set;

North 39° 20' 35" East two hundred fifty-two and ninety-nine hundredths (252.99) feet to a drill hole set;

North 37° 25' 14" East one hundred thirty and eighteen hundredths (130.18) feet to the point of beginning, said conservation easement containing one hundred eighty-nine and five tenths (189.5) acres.

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