

**From:** Christopher Boldt  
**Sent:** Thursday, June 16, 2022 4:24 PM  
**To:** Verdile, Stephanie <>  
**Cc:** Brooks, Kelvin <>; C. Christine Fillmore <>; Aslin, Christopher <>; William Warren <>  
> **Subject:** The Bearcamp Center/Perkins CE - Final documents for CORD June 23rd meeting  
**Importance:** High

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**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

Good Afternoon Stephanie:

Attached please find the final set of documents for CORD's consideration of this matter at the June 23<sup>rd</sup> meeting. These documents are the products of much back and forth between Attorneys Brooks and Fillmore and myself; and I believe that these appropriately reflect an amicable resolution of this "interesting" matter.

It is my understanding that Attorney Brooks will be out of the office on the 23<sup>rd</sup> so that Attorney Aslin will be covering this meeting on behalf of CORD.

I have been called into defend an expert's deposition that morning, which I doubt will be concluded in time for me to attend this meeting. Accordingly, I have made arrangements to have my Associate Will Warren attend in my stead. Lianne Prentice of the Bearcamp Center will be attending as well.

Please let me know if you have any questions or need anything further from me before the 23<sup>rd</sup>.

All the best.

Chris

Chris Boldt, Esq.  
Donahue, Tucker & Ciandella, PLLC

**Please Note: Our Exeter office street name has changed to Acadia Lane, Exeter, NH 03833-4924 (WE HAVE NOT MOVED).**

The information in this transmission contains information from the law firm of DONAHUE, TUCKER & CIANDELLA, PLLC which is privileged and confidential. It is intended to be used for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents is prohibited. If you receive this transmission in error, please notify us by telephone at (603) 778-0686 so that we can take appropriate steps to protect confidentiality and/or attorney-client privilege of this information. Thank you.

## AMENDMENT AGREEMENT

This Amendment Agreement (“**Agreement**”) is made and entered into as of June \_\_\_, 2022, between Sandwich Community School, Inc., now known as The Bearcamp Center for Sustainable Community (“**the Center**”), the Town of Tamworth, New Hampshire (“**the Town**”), ZeroMile Farm, LLC, (“**the LLC**”), the New Hampshire Council on Resources and Development (“**CORD**”), and the New Hampshire Department of Justice, by and through the Charitable Trust Unit (“**CTU**”) (collectively, “**the Parties**”).

Whereas, the Center owns certain property situated in the Town consisting of land and various buildings designated as Tax Map 420, Lot 39 (“**the Center Lot**”); and

Whereas, the LLC owns certain property situated in the Town consisting of land and various buildings, and whereas for purposes of this Agreement such property is limited to those parcels designated as Tax Map 420, Lot 16 and Tax Map 420, Lot 45 (“**the LLC Lots**”); and

Whereas, the LLC acquired the LLC Lots from the Center (“**the Transaction**”) by that certain deed dated March 1, 2021, as recorded at the Carroll County Registry of Deeds (“**the Registry**”) at Book 3572, Page 680 (“**the LLC Deed**”); and

Whereas, prior to the Transaction, the Center Lot and the LLC Lots were and still are burdened by the terms of that certain Conservation Easement Deed granted by Robert H. Perkins and Peter H. Fauver, Esq., Co-guardians of the Property and Person of Estella B. Perkins (“**the Grantor**”), dated December 6, 1991, as recorded at the Registry at Book 1467, Page 1002 (“**the Easement**”); and

Whereas, the Easement is further described as three separate parcels as shown on that certain Conservation Easement Plan recorded at the Registry at Plan Book 138, Page 65 (“**the Plan**”), namely “the West Section”, “the East Section” and “the Central Section”; and

Whereas, by the terms of the Easement, the portion of the Center Lot burdened by the Easement is “the Central Section”, which is located solely on the west side of the Town maintained highway known as Bunker Hill Road (“**the Road**”); and

Whereas, by the terms of the Easement, the entirety of the LLC Lot TML 420-45 burdened by the Easement is “the East Section”, which is located solely on the east side of the Road; and

Whereas, by the terms of the Easement, the entirety of the LLC Lot TML 420-16 burdened by the Easement is the “West Section”, which is located solely on the west side of the adjacent State maintained highway known as Route 113 (“**the Highway**”); and

Whereas, by the terms of the Easement Article I.B, “the Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety” (“**the Provision**”); and

Whereas, by the terms of the Easement Article II.I, the Center, as successor to the Grantor, retained the right to “construct, use and maintain open-air ball or playing fields in the area marked ‘Playing Field Area’ on the Plan” (“**the Playing Field Term**”); and

Whereas, by the terms of the Easement Article II.J, the Center, as successor to the Grantor, retained the rights to “recontour and regrade the abandoned gravel pit which is located presently in the aforesaid ‘Playing Field Area’ on the Plan” (“**the Regrade Term**”); and

Whereas, by the last sentence of the Easement Appendix A, the “Sandwich Community School, Inc., its successors and assigns, retains the right to bar or gate the access road [to the adjacent Jackson Pond] from November 15 – April 15 of each year” (“**the Gate Term**”); and

Whereas the Parties believe that the term prohibiting sale into separate ownership is important but also believe that, in this case, releasing the Playing Field Term, the Regrade Term, and the Gate Term will provide benefits consistent with the conservation purposes of the Easement;

Whereas, prior to the Transaction, Lianne Prentice, Director of the Center, conferred with Nelson O’Bryan, Chair of the Town’s Conservation Commission, the Town Board which monitors the Easement and similar easements in Town, during the Fall of 2020 about the meaning of the Provision in light of the Center’s desire to enter into the Transaction; and

Whereas, because the Transaction did not require any subdivision approval by the Town’s Planning Board, Ms. Prentice and Mr. O’Bryan innocently believed that the Provision did not bar the Transaction; and

Whereas, Mr. O’Bryan’s Annual Monitoring Inspection Report for the Easement dated December 4, 2020, which was filed with the Town’s Selectmen, the Town’s Conservation Commission, and the Conservation Land Stewardship Program (“**CLSP**”), reflected the terms of the Transaction to the extent that the East and West Sections would be conveyed separately from the Central Section, which was being retained by the Center; and

Whereas, upon the Closing of the Transaction in March 2021, the Center used the sale proceeds to pay off the Center’s Mortgage and to repair the Center’s buildings outside of the Easement, which buildings are the “first colonial homestead” referenced in the Easement; and

Whereas, at and before the time of the Closing of the Transaction, neither the Center nor the Town had the benefit of legal counsel; and

Whereas, not until Fall of 2021, did CLSP, the Town or the N.H. Office of the Attorney General raise any questions about or objections to the Transaction; and

Whereas, the Center and the LLC have promptly and diligently sought to cooperate with CLSP, the Town, the N.H. Office of the Attorney General, CTU and CORD to amicably resolve this matter, including but not limited to explaining the background to the Transaction and showing how this Agreement complies with the provisions of Amending or Terminating Conservation Easements: Conforming to State Charitable Trust Requirements – Guidelines for New Hampshire Easement Holders.

NOW THEREFORE, the Parties agree to settle and resolve any and all disputes concerning the Transaction as follows:

**1. Amendment of the Easement**

- a. The Center and the LLC hereby agree to enter into a Corrective Deed so that the LLC Deed clearly and properly refers to the Easement, with the Center and the LLC splitting the cost of the preparation of that Corrective Deed by the Center's attorney and the associated recording fees. The Parties agree that the Town's attorney shall review and approve the Corrective Deed before it is signed and recorded;
- b. The Center and the LLC hereby agree to enter into updated separate Conservation Easements, with the Center and the LLC splitting the cost of the preparation of that updated Conservation Easements by the Center's attorney and the associated recording and LCHIP fees. The Parties agree that the Town's attorney shall review and approve the updated Conservation Easement Deeds before they are signed and recorded;
- c. The Center hereby agrees that the updated Conservation Easement for the Central Section of the Center Lot shall release and exclude the Playing Field Term, the Regrade Term and the Gate Term;
- d. No other material changes to the terms of the Easement shall occur;
- e. The Parties anticipate that these documents shall be prepared, reviewed, and recorded within sixty (60) days of the final execution of this Agreement; and
- f. The Center's attorney shall provide copies of these recorded documents to the Town, CORD and CTU.

**2. Disposition of All Concerns regarding the Transaction**

Upon full execution and performance of this Agreement, the Parties expressly agree that all concerns regarding the Transaction shall be deemed resolved and withdrawn.

**3. No Admissions**

This Agreement is intended solely to resolve all concerns and potential disputes regarding the Transaction. Nothing in this Agreement is intended to be nor shall constitute an admission by any party for any purpose whatsoever and this Agreement shall not be used by any party or any

other person as evidence in any other matter or proceeding, except that this Agreement may be used as evidence in any suit or proceeding to enforce the terms of this Agreement.

#### **4. No Binding Precedence**

The Parties expressly acknowledge and agree that this Agreement is entered into due to the unique set of combined circumstances set forth above and that this Agreement does not and cannot serve as any precedence for the consideration or determination of any future request for amendment of any other Conservation Easement.

#### **5. Miscellaneous Provisions**

Each of the Parties represents and warrants that it has full power and authority to enter into and execute this Agreement, have had access to the counsel of their own respective attorneys, and that all applicable laws, ordinances, rules and procedures have been satisfied in the approval and execution of this Agreement.

This Agreement may not be changed, altered, modified or waived except by written amendment entered into by all of the Parties or their successors-in-interest.

This Agreement shall be binding on the Parties' successors and assigns.

The Parties acknowledge and agree that they will each bear their own expenses incurred, including their own attorneys' fees and costs, associated with the events leading up to this Agreement and the performance of this Agreement, unless otherwise expressly set forth herein.

The Parties acknowledge that this Agreement constitutes a full, final and complete settlement of their differences with regard to the subject matter hereof and supersedes any and all other written or oral communications or understandings between or among them related hereto. The Parties further acknowledge that this Agreement contains the sole and entire agreement between the Parties related to the subject matter of this Agreement.

This Agreement shall be governed by the laws of the State of New Hampshire, without regard to its choice of law principles.

This Agreement was approved by the Town's Selectmen at a duly called and noticed public meeting held on \_\_\_\_\_, 2022.

This Agreement was approved by CORD at a duly called and noticed public meeting held on \_\_\_\_\_, 2022.

This Agreement is EXECUTED by the undersigned, duly authorized representatives of the Parties.

**The Sandwich Community School, Inc. now  
known as The Bearcamp Center for Sustainable  
Community**

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Printed Name: Lianne Prentice  
Title: Director, Duly Authorized

**TOWN OF TAMWORTH**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Emery Roberts,  
Chair of the Board of Selectmen

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Kelly Goodson,  
Member of the Board of Selectmen

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard Doucette,  
Member of the Board of Selectmen

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Karl Behr,  
Member of the Board of Selectmen

**ZEROMILE FARM, LLC**

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Printed Name: Clayton Prill  
Title: Manager/Member, Duly Authorized



**THE NEW HAMPSHIRE COUNCIL ON  
RESOURCES AND DEVELOPMENT**

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Printed Name: Taylor Caswell  
Title: Chair, Duly Authorized

**THE NEW HAMPSHIRE DEPARTMENT OF  
JUSTICE, CHARITABLE TRUST UNIT**

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Printed Name: Tom Donovan. Esq.  
Title: Director, Duly Authorized

CONSERVATION EASEMENT DEED FROM  
ZEROMILE FARM, LLC

**Zeromile Farm, LLC**, a New Hampshire Limited Liability Company with a principal place of business at 1019 Bunker Hill Road, Town of South Tamworth, County of Carroll, State of New Hampshire, (hereinafter sometimes referred to as the “Grantor” which word where the context requires includes the plural and shall, unless the contexts clearly indicates otherwise, include the Grantor’s successors, executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grant to the TOWN OF TAMWORTH with a mailing address of P.O. Box 359, Tamworth, New Hampshire 03886, 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 Tamworth, County of Carroll, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for the 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 protect the unusual natural habitat of the Bearcamp River and Jackman Pond; and
4. To preserve open spaces, particularly the farm and 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 the clearly delineated Town of Tamworth's conservation policy to protect the Bearcamp River, and 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."

5. To preserve that historically important land area which is the setting for the first colonial homestead in Tamworth.

Said purposes are 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, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof and as shown on a survey Plan entitled "Conservation Easement Plan for the Property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200', prepared by Stanley B. Coville, dated September 12, 1991, revised October 3, 1991, recorded in the Carroll County Registry of Deeds in Plan Book 138, Page 065.

The Property extends along 8728 feet of the Bearcamp River, which is the focus of a long-term town conservation effort. The Bearcamp River is recognized for its Class A waters, its fine trout habitat, and recreational value. The Property abuts the town-owned Jackman Pond Conservation Area and provides an important buffer to this wildlife area. The Property also abuts and substantially enhances the 223-acre Hackett Hill Wildlife Management Area owned by the New Hampshire Fish and Game Department, also on the Bearcamp River. Panoramic views of the Ossipee Mountains and the Sandwich Range in the White Mountain National Forest are provided to motorists and trail walkers by the extensive open fields on the property.

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

The conservation Easement hereby granted with Respect to the Property is as follows:

I. 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.

1. 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.

2. Agriculture and forestry on the Property shall be performed to the extent reasonably practicable 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 the Bearcamp River, Jackman Pond, public roads, or public trails.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety.

C. Except as specifically allowed in Section II “Reserved Rights” below, no dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, mobile home or other structures and improvements of any kind shall be constructed, placed or introduced onto the Property except for ancillary structures or improvements such as a road, utility, dam, fence, greenhouse, bridge, culvert, barn, maple sugar house or shed which only may 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 and only so long as they are not detrimental to the purposes of this easement.

1. 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 waters; the historic and archeological values; and forestry and agricultural production on the Property. The Grantor must submit to the Grantee written plans showing the proposed designs and sites for new or enlarged structures or improvements on the Property. The Grantee shall review said plans in a timely fashion and approval shall not be withheld unreasonably. Written consent by Grantee must be given prior to construction. Plans shall be reviewed for consistency with the purposes of this

Conservation Easement Deed. No buildings may be located within 300 feet of the Bearcamp River.

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 until all necessary federal, state and local permits and approvals are secured and unless such activities:

1. Are commonly necessary in the accomplishment of the forestry, agricultural, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and

2. 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

3. 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 extraction of rocks, minerals, gravel, sand, topsoil 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.

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

## II. RESERVED RIGHTS

A. Grantor reserves the right to use, maintain, repair or replace in-kind those utilities existing on the Property on the date of this conveyance. Such utilities shall include but not be limited to power and communication lines, subsurface sanitary waste disposal systems, and water supply facilities.

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 Natural Resources Conservation Service or other similar agency then active.

C. Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights in Section II(B) provided for in this easement.

D. Grantor reserves the right to post against vehicles, motorized or otherwise except as specifically permitted under Section III, "Affirmative Rights of Grantee."

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

F. Grantor reserves the right of passage to and from one (1) grave site which is located in the East Section Property being shown as "Cemetery" on the Plan, together with an easement for reasonable maintenance thereof."

G. Grantor reserves the right to construct, use, maintain and replace one wind powered generator and associated facilities on the Property, the location for which must be approved by Grantee. Siting criteria for the windmill to be considered by the Grantee will include minimizing impact on scenic views from public roads and trails, on agricultural production and on other conservation purposes identified in this Conservation Easement Deed.

### III AFFIRMATIVE RIGHTS OR 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 has the right to construct, manage, use, and maintain trails as public footpaths and to create and maintain vistas, overlooks and/or signs associated with said trails. The locations of some of said trails are generally depicted on the aforesaid Plan. The routes may be changed from time to time with the mutual written consent of Grantee and Grantor but generally shall be as follows:

1. along the Bearcamp River the length of the Property;
2. from the River to the Bunker Hill Road;
3. from Bunker Hill Road to Jackman Pond;
4. from the Jackman Pond Trail on town land to land now or formerly of Hansen;
5. from the "Public parking" area to Jackman Pond; and
6. from Route 113 to the Bearcamp River.

D. The Grantee shall have the right to mow the fields on the Property that were in existence at the time of execution of this Conservation Easement Deed as shown on the aforesaid Plan if necessary for the purposes of sustaining the scenic views across the fields and preventing the natural succession of woody vegetation in the field and its return to forest.

E. 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.

#### IV. 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.

#### V. 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 of 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)

B. The Parties expressly acknowledge and agree that the terms of this Conservation Easement update, amend, replace and supersede the terms of the original Perkins Conservation Easement as recorded at the Registry Book 1467, Page 1002.



## VI. 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 Grantor 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 Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

## VII. 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. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantor or Grantee) who made the improvements. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

## VIII. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstances 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 Bearcamp Center for Sustainable Community, formerly the Sandwich Community School, Inc., dba The Community School, shall, in perpetuity through the life of the organization, continue to use the farm and forests in connection with its programming. The exercise of this right will be designed not to interfere with the operation as a working agricultural and forestry property, nor shall the right transfer to any other property holder after The Bearcamp Center for Sustainable Community. Nothing in this paragraph is intended, nor shall it be construed, to grant any additional use rights to Grantor or to the Bearcamp Center for Sustainable Community (or any parties claiming through them) with respect to the Property beyond those specifically retained by Grantor or permitted by Grantee in other sections of this Conservation Easement Deed.

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 an 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 our hands this \_\_\_\_\_, day of \_\_\_\_\_, 2022.

**Zeromile Farm, LLC**

By: \_\_\_\_\_  
Clayton Prill, Manager/Member  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, personally appeared Clayton Prill, known to me, or proven to me through satisfactory evidence of identification, to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

ACCEPTED:

**TOWN OF TAMWORTH**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Emery Roberts,  
Chair of the Board of Selectmen

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Kelly Goodson,  
Member of the Board of Selectmen

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard Doucette,  
Member of the Board of Selectmen

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Karl Behr,  
Member of the Board of Selectmen

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, personally appeared Emery Roberts, Kelly Goodson, Richard Doucette and Karl Behr, known to me, or proven to me through satisfactory evidence of identification, to be the individuals whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as the duly authorized Selectmen for the Town of Tamworth.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## Appendix A

Two tracts or parcels of land, together with all improvements thereon, situated on the northerly side of the Bearcamp River, in the Town of Tamworth, New Hampshire, said property being depicted on a plan entitled "Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200', prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991 and recorded in the Carroll County Registry of Deeds in Plan Book 138, Page 065, and being more particularly described as follows:

### TRACT I "WEST SECTION"

Beginning at the thread of the Bearcamp River at or near the westerly side of the Route 113 bridge across said river, being the south-easterly corner of the parcel herein described;

Thence westerly along the thread of the Bearcamp River, as it meanders, a distance of approximately 4,210 feet to a point on the thread of said river opposite an iron pin set at the edge of the river, being the south-westerly corner of the parcel herein described;

Thence turning and running N 6° 10' E to the iron pin on the bank of the river;

Thence continuing N 6° 10' E for a distance of 3,186 feet, a portion of which is marked by a barbed wire fence, to an iron pin found, being the northerly most corner of the parcel described;

Thence turning and running S 28° 15' E a distance of 326.0 feet to an iron pin found;

Thence S 4° 30' E a distance of 141.0 feet to a point;

Thence turning and running S 7° 15' E a distance of 332.8 feet to an iron pin found;

Thence turning and running S 63° 00' E a distance of 142.0 feet to an iron pin found;

Thence turning and running N 31° 30' E for a distance of 110.4 feet;

Thence turning and running N 5° 45' W for a distance of 36.3 feet to an iron pin found;

Thence turning and running N 46° 15' E for a distance of 134.5 feet to an iron pin found;

Thence turning and running N 46° 15' E for a distance of 264.0 feet to an iron pin found;

Thence turning and running N 35° 30' E for a distance of 102.8 feet to an iron pin found;

Thence turning and running S 9° 35' E for a distance of 267.0 feet to an iron pin not found;

Thence turning and running N 89° 50' E for a distance of 150.0 to an iron pin not found at the sideline of Route 113;

Thence turning southerly along the westerly sideline of said roadway and running for a distance of approximately 2,463.0 feet to the point of beginning, at the thread of the Bearcamp River; comprising 102.2 acres, more or less;

#### TRACT II "EAST SECTION"

Beginning at a point at or near the easterly side of the Route 113 bridge over the Bearcamp River, at the thread of said river, being the southwesterly corner of the parcel herein described;

Thence northerly along the easterly sideline Route 113 to the point of intersection with the sideline of Bunker Hill Road, thence northeasterly along the sideline of said Bunker Hill Road to an iron pin, the last two courses comprising a distance of 1292.0 feet;

Thence turning and running S 42° 26' E for a distance of 295.0 feet to an iron pin found;

Thence turning and running N 47° 34' E for a distance of 295.0 feet to an iron pin found;

Thence turning and running N 46° 47' E for a distance of 299.1 feet to an iron pin found;

Thence turning and running N 43° 14' W for a distance of 295.0 feet to an iron pin found at the southeasterly sideline of Bunker Hill Road;

Thence turning and running along the southeasterly sideline of said road N 49° 21' E for a distance of 299.2 feet to an iron pin found at the sideline of said road, being the northerly most corner of the parcel herein described;

Thence turning and running S 73° 46' E for a distance of 324.5 feet to an iron bound found;

Thence turning and running S 85° 50' E for a distance of 818.4 feet to an iron pin found;

Thence turning and running S 76° 30' E for a distance of 782.0 feet to an iron pin found;

Thence continuing S 76° 30' E for a distance of 788.0 feet to an iron pin found, being the northeasterly corner of the parcel herein conveyed;

Thence turning and running S 7° 40' W for a distance of 715.46 feet along an old wire fence to a stone wall;

Thence turning and running along said stone wall S 7° 24' 38" W for a distance of 1,003.17 feet to the end of said stone wall;

Thence turning and running S 7° 10' 54" W for a distance of 1,555.58 feet to an iron pin found on the edge of the Bearcamp River;

Thence crossing a branch of said river, and continuing across a small island S 7° 10' 54" W for a distance of 100.0 feet, more or less, being the southeasterly most corner of the parcel herein described;

Thence turning and following the southerly edge of said island in a westerly direction to the thread of said River, and following said thread, as it meanders, in a westerly direction for a distance of 4,518 feet, more or less, to the point of beginning, comprising 184.1 acres, more or less.

Meaning and intending to describe a portion of the premises conveyed to Pike G. Perkins and Estella B. Perkins by deed dated November 6, 1952 and recorded at the Carroll County Registry of Deeds at Book 289, Page 117 and a portion of the premises conveyed to Estella B. Perkins by Robert H. Perkins and Marie E. Perkins by Quitclaim Deed dated December 6, 1991 and recorded at the Carroll County Registry of Deeds at Book 1467, Page 990. Also see the Boundary Line Agreement executed by Estella B. Perkins and Ward A. Boewe and Gail A. Boewe on December 6, 1991, said Agreement being recorded at the Carroll County Registry of Deeds at Book 1467, Page 985. Also meaning and intending to describe a portion of the premises conveyed to Zeromile Farm, LLC by deed dated March 1, 2021 and recorded at Book 3572, Page 680 at said Registry

SUBJECT TO a view easement for the benefit of land now or formerly of Robert H. Perkins and Marie E. Perkins as more particularly described in deed of Robert H. Perkins and Peter H. Fauver, Co-Guardians of Estella B. Perkins, to Robert H. Perkins and Marie E. Perkins, of approximate even date herewith, to be recorded in the Carroll County Registry of Deeds. The area subject to this view easement is shown as "No Building Restriction in this Area" on the Plan. No Structures above grade, except for a road, shall be built within the view easement area.

CONSERVATION EASEMENT DEED FROM  
FROM THE SANDWICH COMMUNITY SCHOOL, INC., NOW KNOWN AS  
THE BEARCAMP CENTER FOR SUSTAINABLE COMMUNITY

**The Sandwich Community School, Inc., now known as The Bearcamp Center for Sustainable Community**, with a principal place of business at 1164 Bunker Hill Road, Town of South Tamworth, County of Carroll, State of New Hampshire, (hereinafter sometimes referred to as the “Grantor” which word where the context requires includes the plural and shall, unless the contexts clearly indicates otherwise, include the Grantor’s successors, executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grant to the TOWN OF TAMWORTH with a mailing address of P.O. Box 359, Tamworth, New Hampshire 03886, 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 Tamworth, County of Carroll, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for the 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 protect the unusual natural habitat of the Bearcamp River and Jackman Pond; and
4. To preserve open spaces, particularly the farm and 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 the clearly delineated Town of Tamworth's conservation policy to protect the Bearcamp River, and 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."

5. To preserve that historically important land area which is the setting for the first colonial homestead in Tamworth.

Said purposes are 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, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof and as shown on a survey Plan entitled "Conservation Easement Plan for the Property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200', prepared by Stanley B. Coville, dated September 12, 1991, revised October 3, 1991, recorded in the Carroll County Registry of Deeds in Plan Book 138, Page 065.

The Property is across Bunker Hill Road from other conservation easement property which extends along 8728 feet of the Bearcamp River, which is the focus of a long-term town conservation effort. The Bearcamp River is recognized for its Class A waters, its fine trout habitat, and recreational value. The Property abuts the town-owned Jackman Pond Conservation Area and provides an important buffer to this wildlife area. The Property also abuts and substantially enhances the 223-acre Hackett Hill Wildlife Management Area owned by the New Hampshire Fish and Game Department, also on the Bearcamp River. Panoramic views of the Ossipee Mountains and the Sandwich Range in the White Mountain National Forest are provided to motorists and trail walkers by the extensive open fields on the property.

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

The conservation Easement hereby granted with Respect to the Property is as follows:

I. 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.

1. 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.

2. Agriculture and forestry on the Property shall be performed to the extent reasonably practicable 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 the Bearcamp River, Jackman Pond, public roads, or public trails.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety.

C. Except as specifically allowed in Section II “Reserved Rights” below, no dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, mobile home or other structures and improvements of any kind shall be constructed, placed or introduced onto the Property except for ancillary structures or improvements such as a road, utility, dam, fence, greenhouse, bridge, culvert, barn, maple sugar house or shed which only may 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 and only so long as they are not detrimental to the purposes of this easement.

1. 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 waters; the historic and archeological values; and forestry and agricultural production on the Property. The Grantor must submit to the Grantee written plans showing the proposed designs and sites for new or enlarged structures or improvements on the Property. The Grantee shall review said plans in a timely fashion and approval shall not be

withheld unreasonably. Written consent by Grantee must be given prior to construction. Plans shall be reviewed for consistency with the purposes of this Conservation Easement Deed. No buildings may be located within 300 feet of the Bearcamp River.

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 until all necessary federal, state and local permits and approvals are secured and unless such activities:

1. Are commonly necessary in the accomplishment of the forestry, agricultural, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and

2. 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

3. 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 extraction of rocks, minerals, gravel, sand, topsoil 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.

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

## II. RESERVED RIGHTS

A. Grantor reserves the right to use, maintain, repair or replace in-kind those utilities existing on the Property on the date of this conveyance. Such utilities shall include

but not be limited to power and communication lines, subsurface sanitary waste disposal systems, and water supply facilities.

B. Grantor reserves the right to construct, maintain, repair or replace subsurface sewage disposal facilities, including holding tanks, septic tanks and leach fields, in compliance with state and local regulations, that serve other land of Grantor shown as “Building Area” on the aforesaid Plan.

C. 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 Natural Resources Conservation Service or other similar agency then active.

D. Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights in Section II(B) and II(C) provided for in this easement.

E. Grantor reserves the right to post against vehicles, motorized or otherwise except as specifically permitted under Section III, “Affirmative Rights of Grantee.”

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

G. Grantor reserves the right to construct, use, maintain and replace one wind powered generator and associated facilities on the Property, the location for which must be approved by Grantee. Siting criteria for the windmill to be considered by the Grantee will include minimizing impact on scenic views from public roads and trails, on agricultural production and on other conservation purposes identified in this Conservation Easement Deed.

### III AFFIRMATIVE RIGHTS OR 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 has the right to construct, manage, use, and maintain trails as public footpaths and to create and maintain vistas, overlooks and/or signs associated with

said trails. The locations of some of said trails are generally depicted on the aforesaid Plan. The routes may be changed from time to time with the mutual written consent of Grantee and Grantor but generally shall be as follows:

1. along the Bearcamp River the length of the Property;
2. from the River to the Bunker Hill Road;
3. from Bunker Hill Road to Jackman Pond;
4. from the Jackman Pond Trail on town land to land now or formerly of Hansen;
5. from the "Public parking" area to Jackman Pond; and
6. from Route 113 to the Bearcamp River.

D. The Grantee shall have the right to mow the fields on the Property that were in existence at the time of execution of this Conservation Easement Deed as shown on the aforesaid Plan if necessary for the purposes of sustaining the scenic views across the fields and preventing the natural succession of woody vegetation in the field and its return to forest.

E. 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.

#### IV. 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.

#### V. 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 of 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)

B. The Parties expressly acknowledge and agree that the terms of this Conservation Easement update, amend, replace and supersede the terms of the original Perkins Conservation Easement as recorded at the Registry Book 1467, Page 1002.

#### VI. 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 Grantor 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 Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

#### VII. 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. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantor or Grantee) who made the improvements. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

#### VIII. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstances 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 an 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 our hands this \_\_\_\_\_, day of \_\_\_\_\_, 2022.

**Sandwich Community School, Inc.  
now known as The Bearcamp Center for  
Sustainable Community**

By: \_\_\_\_\_  
Lianne Prentice, Director,  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, personally appeared Lianne Prentice, known to me, or proven to me through satisfactory evidence of identification, to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

ACCEPTED:

**TOWN OF TAMWORTH**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Emery Roberts,  
Chair of the Board of Selectmen

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Kelly Goodson,  
Member of the Board of Selectmen

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard Doucette,  
Member of the Board of Selectmen

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Karl Behr,  
Member of the Board of Selectmen

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, personally appeared Emery Roberts, Kelly Goodson, Richard Doucette and Karl Behr, known to me, or proven to me through satisfactory evidence of identification, to be the individuals whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as the duly authorized Selectmen for the Town of Tamworth.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## Appendix A

One tract or parcel of land, together with all improvements thereon, situated on the northerly side of the Bearcamp River, in the Town of Tamworth, New Hampshire, said property being depicted on a plan entitled "Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200', prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991 and recorded in the Carroll County Registry of Deeds in Plan Book 138, Page 065, and being more particularly described as follows:

Beginning at a point on the northerly sideline of Bunker Hill Road, so-called, said point being 710.0 feet northeasterly of the intersection between said Bunker Hill Road and New Hampshire Route 113, so-called;

Thence following the northerly sideline of said Bunker Hill Road in a northeasterly direction a distance of 122.7 feet to a point;

Thence N 2° 42' W a distance of 50.0 feet to a point;

Thence N 87° 18' E a distance of 20.0 feet to a point;

Thence N 2° 42' W a distance of 50.0 feet to a point;

Thence S 87° 18' W a distance of 20.0 feet to a point;

Thence N 2° 42' W a distance of 115.3 feet to a point;

Thence N 11° 44' W a distance of 169.0 feet to a point;

Thence N 46° 00' W a distance of 143.0 feet to an iron pipe set;

Thence N 78° 30' W a distance of 71.5 feet to an iron pipe not found and reset;

Thence N 60° 00' W a distance of 891.0 feet to a point;

Thence continuing N 60° 00' W a distance of 482.0 feet more or less to a point in swamp identified on the above described plan as "no pins fd or set (swamp);"

Thence travelling in a southwesterly direction along the thread of a brook, said brook being the outlet to Jackman Pond, so-called, to a point;

Thence S 46° 15' E a distance of 529.0 feet plus or minus to a point;

Thence S 46° 15' E a distance of 212.0 feet to a stake found;

Thence S 36° 55' W a distance of 35.6 feet to a cement stake found;



Thence S 50° 01' E a distance of 170.9 feet to a cement stake found;

Thence S 78° 30' E a distance of 357 feet to an iron pipe set at the base of a bushy white pine;

Thence S 41° 59' E a distance of 654.0 feet to the point of beginning, comprising 10.71 acres more or less.

Meaning and intending to describe a portion of the premises conveyed to Pike G. Perkins and Estella B. Perkins by deed dated November 6, 1952, and recorded at the Carroll County Registry of Deeds at Book 289, Page 117 and a portion of the premises conveyed to Estella B. Perkins by Robert H. Perkins and Marie E. Perkins by Quitclaim Deed dated December 6, 1991 and recorded at the Carroll County Registry of Deeds at Book 1467, Page 990. Also see the Boundary Line Agreement executed by Estella B. Perkins and Ward A. Boewe and Gail A. Boewe on December 6, 1991, said Agreement being recorded at the Carroll County Registry of Deeds at Book 1467, Page 985. Also meaning and intending to describe a portion of the premises conveyed to The Sandwich Community School, Inc. by deed dated December 1, 1991 and recorded at Book 1467, Page 16 at said Registry

TOGETHER WITH a twelve-foot (12') wide right of way from Bunker Hill Road to Jackman Pond, for purposes of pedestrian access to Jackman Pond and vehicular access for the limited purpose of launching boats in Jackman Pond, and a twenty foot by fifty foot (20' x 50') parking area for public parking of vehicles accessing Jackman Pond. The location of the right of way and parking area is as shown on the Plan, or such other location as agreed to mutually in writing by Sandwich Community School, Inc., its successors and assigns, and Town of Tamworth. The Town of Tamworth shall have the right to use the right of way for purposes of monitoring and maintaining the Jackman Pond Conservation Area.

Return to:  
Zeromile Farm LLC  
P O Box 33  
South Tamworth, NH 03883

## CORRECTIVE QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That **Sandwich Community School, Inc.**, a New Hampshire Corporation, of 1164 Bunker Hill Road, South Tamworth, NH 03883, for consideration paid grant(s) to **Zeromile Farm LLC**, a New Hampshire Limited Liability Company, of P O Box 33, South Tamworth, NH 03883 with QUITCLAIM COVENANTS:

Five certain lots or parcels of land with the buildings and improvements thereon located in Tamworth, County of Carroll and State of New Hampshire, bounded and described as follows:

TRACT I "WEST SECTION" (Tax Map 420-16 Commonly referred to as Jackman Pond Road)

Tract or parcel of land, together with all improvements thereon, situated on the northerly side of the Bearcamp River, in the town of Tamworth, New Hampshire, said property depicted on a plan entitled "Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200' prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991 and recorded in the Carroll County Registry of Deeds at Book 138, Page 065, ("Plan") and being more particularly bounded and described as follows:

Beginning at the thread of the Bearcamp River at or near the westerly side of the Route 113 bridge across said river, being the southeasterly corner of the parcel herein described; thence westerly along the thread of the Bearcamp River, as it meanders, a distance of approximately 4,210 feet to a point on the thread of said river opposite an iron pin set at the edge of the river, being the southwesterly corner of the parcel herein described;

thence turning and running N 6° 10' E to the iron pin on the bank of the river;

thence continuing N 6° 10' E for a distance of 3,186 feet, a portion of which is marked by a barbed wire fence, to an iron pin found, being the northerly most corner of the parcel described;

thence turning and running S 28° 15' E a distance of 326.0 feet to an iron pin found;

thence S 4° 30' E a distance of 141.0 feet to a point;

thence turning and running S 7° 15' E a distance of 332.8 feet to an iron pin found;

thence turning and running S 63° 00' E a distance of 142.0 feet to an iron pin found;

thence turning and running N 31° 30' E for a distance of 110.4 feet;

thence turning and running N 5° 45' W for a distance of 36.3 feet to an iron pin found;

thence turning and running N 46° 15' E for a distance of 134.5 feet to an iron pin found;

thence turning and running N 46° 15' E for a distance of 264.0 feet to an iron pin found;

thence turning and running N 35° 30' E for a distance of 102.8 feet to an iron pin found;

thence turning and running S 9° 35' E for a distance of 267.0 feet to an iron pin not found;

thence turning and running N 89° 50' E for a distance of 150.0 feet to an iron pin not found at the sideline of Route 113;

thence turning southerly along the westerly sideline of said roadway and running for a distance of approximately 2,643.0 feet to the point of beginning, at the thread of the Bearcamp River, comprising of 102.2 acres, more or less.

TRACT II "EAST SECTION" (Tax Map 420-45 Commonly referred to as 1164 Bunker Hill Road)

Tract or parcel of land, together with all improvements thereon, situated on the northerly side of the Bearcamp River, in the town of Tamworth, New Hampshire, said property depicted on a plan entitled "Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200' prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991 and recorded in the Carroll County Registry of Deeds at Book 138, Page 065, ("Plan") and being more particularly bounded and described as follows:

Beginning at a point at or near the easterly side of the Route 113 bridge over the Bearcamp River, at the thread of said river, being the southwesterly corner of the parcel herein described;

thence northerly along the easterly sideline Route 113 to the point of intersection with the sideline of Bunker Hill Road, thence northeasterly along the sideline of said Bunker Hill Road to an iron pin, the last two courses comprising a distance of 1292.0 feet;

thence turning and running S 42° 26' E for a distance of 295.0 feet to an iron pin found;

thence turning and running N 47° 34' E for a distance of 295.0 feet to an iron pin found;

thence turning and running N 46° 47' E for a distance of 299.1 feet to an iron pin found;

thence turning and running N 43° 14' W for a distance of 295.0 feet to an iron pin found at the

southeasterly sideline of Bunker Hill Road;

thence turning and running along the southeasterly sideline of said road N 49° 21' E for a distance of 299.2 feet to an iron pin found at the sideline of said road, being the northerly most corner of the parcel herein described;

thence turning and running S 73° 46' E for a distance of 324.5 feet to an iron bound found;

thence turning and running S 85° 50' E for a distance of 818.4 feet to an iron pin found;

thence turning and running S 76° 30' E for a distance of 782.0 feet to an iron pin found;

thence continuing S 76° 30' E for a distance of 788.0 feet to an iron pin found, being the northeasterly corner of the parcel herein conveyed;

thence turning and turning S 7° 40' W for a distance of 715.46 feet along an old wire fence to a stone wall;

thence turning and running along said stone wall S 7° 24' 38" W for a distance of 1,003.17 feet to the end of said stone wall;

thence turning and running S 7° 10' 54" W for a distance of 1,555.58 feet to an iron pin found on the edge of the Bearcamp River;

thence crossing a branch of said river, and continuing across a small island S 7° 10' 54" W for a distance of 100.0 feet, more or less, being the southeasterly most corner of the parcel herein described;

thence turning and following the southerly edge of said island in a westerly direction to the thread of said River, and following said thread, as it meanders, in a westerly direction for a distance of 4,518 feet, more or less, to the point of beginning, comprising of 184.1 acres, more or less.

Tract I and II are subject to:

1. Highway layout as described in deed of Pike G. Perkins to the Town of Tamworth dated 10/21/1933 and recorded at Book 197, Page 190;
2. An easement described in deed of Pike Perkins and Estella Perkins to New Hampshire Electric Cooperative, Inc. dated 3 March 1966 and recorded in the Carroll County Registry of Deeds in Book 400, Page 290;
3. The benefit of a thirty-foot (30') right-of-way reserved in deed of Pike G. Perkins and Estella B. Perkins to Tamworth Conservation Commission dated 28 July 1969 and recorded in the Carroll County Registry of Deeds in Book 449, Page 3;
4. A Slope Release described in document of Pike G. Perkins and Estella B. Perkins to the State of New Hampshire dated 21 June 1972 and recorded in the Carroll County Registry of Deeds in Book 515, Page 298;

5. Current Use Taxation by the Town of Tamworth recorded in the Carroll County Registry of Deeds in Book 827, Page 69; and
6. That certain Conservation Easement Deed of Robert H. Perkins and Peter H. Fauver dated December 01, 1991 and recorded in the Carroll County Registry of Deeds at Book 1467, Page 1002.

For Tract I and II described above: Meaning and intending to describe and convey a portion of the premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Robert H. Perkins and Peter H. Fauver dated December 01, 1991 and recorded in the Carroll County Registry of Deeds at Book 1467, Page 1016 which are shown as Tract I and Tract III on said deed.

Tract III: (Tax Map 420-44 Commonly referred to as Bunker Hill Road)

A certain tract or parcel of land, with all improvements thereon, identified as Lot 1 on a plan entitled "Proposed Five - Lot Subdivision in Tamworth, NH owned by Estella B. Perkins, Map #1 (of Two) showing Lots #1, 2 and the location of Lot #3", Scale 1"=100', dated 10 June 1991, and revised through 14 August 1991, as prepared by Stanley B. Coville, said plan being recorded at the Carroll County Registry of Deeds at Plan Book 137, Page 29, and is more particularly described as follows:

Beginning at an iron pin set on the southeasterly side of Bunker Hill Road, being the westerly most corner of the parcel herein conveyed, and running South forty-two degrees twenty-six minutes zero seconds East (S 42° 26' 00" E) for a distance of two hundred ninety-five and zero hundredths feet (295.00) to an iron pin, being the southerly most corner of the parcel herein conveyed;

thence turning and running North forty-seven degrees thirty-four minutes zero seconds East (N 47° 34' 00" E) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin, being the easterly most corner of the parcel herein conveyed;

thence turning and running North forty-two degrees twenty-six minutes zero seconds West (N 42° 26' 00" W) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin set at the southeasterly sideline of Bunker Hill Road, being the northerly most corner of the parcel herein conveyed;

thence turning and running South forty-seven degrees thirty-four minutes zero seconds West (S 47° 34' 00" W) a distance of two hundred ninety-five and zero hundredths feet (295.00') to the point of beginning, comprising of a lot of 2.0 acres, more or less.

Together with a view easement for the benefit of the grantee herein, its successors and assigns, the same being identified on the plan entitled "Conservation Easement Plan for the Property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1"= 200', dated September 12, 1991, revised October 3, 1991, prepared by Stanley B. Coville and recorded in the Carroll County Registry of Deeds at Book 138, Page 065. No structures above grade, except for a road, shall be built within the view easement area.

The lot above shall be used for residential purposes only and shall be improved only by one residential building together with usual and customary outbuildings. The lot may not be subdivided.

Meaning and intending to describe and convey the same premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Robert H. Perkins and Marie E. Perkins dated December 18, 1998 recorded in the Carroll County Registry of Deeds at Book 1783, Page 579.

TRACT IV: (Tax Map 420-43 Commonly referred to as 1019 Bunker Hill Road)

A certain tract or parcel of land, with all improvements thereon, identified as Lot 2 on a plan entitled "Proposed Five - Lot Subdivision in Tamworth, NH owned by Estella B. Perkins, Map #1 (of Two) showing Lots #1, 2 and the location of Lot #3", Scale 1"=100', dated 10 June 1991, and revised through 14 August 1991, as prepared by Stanley B. Coville, said plan being recorded at the Carroll County Registry of Deeds at Plan Book 137, Page 29, and is more particularly described as follows:

Beginning at an iron pin on the southeasterly side of Bunker Hill Road and running South forty-two degrees twenty-six zero seconds East (S 42° 26' 00" E) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin set, being the southerly most corner of the parcel herein conveyed;

thence turning and running North forty-six degrees forty-seven minutes zero seconds East (N 46° 47' 00" E) for a distance of two hundred ninety-nine and ten hundredths feet (299.10') to an iron pin, being the easterly most corner of the parcel herein conveyed;

thence turning and running North forty-three degrees fourteen minutes zero seconds West (N 43° 14' 00" W) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin set at the sideline of Bunker Hill Road, being the northerly most corner of the parcel herein conveyed;

thence turning and running South forty-six degrees forty-six minutes zero seconds West (S 46° 46' 00" W) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to the point of beginning, comprising a lot of 2.0 acres, more or less.

The lot above shall be used for residential purposes only and shall be improved only by one residential building together with usual and customary outbuildings. The lot may not be subdivided.

Meaning and intending to describe and convey the same premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Kurt W. Perkins dated April 5, 2002 recorded in the Carroll County Registry of Deeds at Book 2014, Page 60.

Tract V: (Tax Map 420-46 Commonly referred to as Bear Camp Highway)

Northerly by the Bear Camp River, Easterly by Beaver Brook, so called; Southerly by the highway known as Route 25 and 113; and Westerly by the highway known as Route 113, containing fifteen (15) acres, more or less.

Meaning and intending to describe and convey the same premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Robert P. Floyd dated December 30, 2010 recorded in the Carroll County Registry of Deeds at Book 2904, Page 405.

All Tracts are subject to Current Use including but not limited to recordings at Book 2286, Page 969; and Book 827, Page 69.

All Tracts are Subject to Easement to Tamworth Fire Department at Book 2149, Page 742 to access, repair and maintain a dry hydrant.

Also, subject to the following Restrictions, conditions, rights and Covenants:

1. The property will be operated as an agricultural property for a period of not less than ten (10) years (the "Commitment Period"), such agricultural use to include the raising and husbandry of livestock. The Community School, shall, in perpetuity through the life of the school, continue to use the farm and forests in connection with its school program during the school year. This right does not transfer to any other property holder after The Community School and the exercise if this right will be designed not to interfere with the operation of the property as a farm.

2. The grantees will develop agricultural educational programs to assist the School and the education of its students.

3. Both grantor and grantee will continue, for the Commitment Period, their collaboration in raising livestock, managing pastures and forests to rebuild soils and maintain habitat on the property, as well as for educational purposes. Grantees shall primarily be responsible for maintaining the property for these purposes.

4. The grantees will continue to run livestock on the property, buildings soils, and making husbandry instruction and practice for these animals accessible to school programs.

5. During the Commitment Period, the grantees with representatives from The Community School will collaborate on and develop programs for educational purposes or community benefit, and work to implement these programs, including but not limited to: scaleable composting with local and regional inputs; biodigester construction and management; dairy herd husbandry; animal husbandry; soil management; farm management for profit; agricultural carbon sequestration.

6. The grantor and grantees will continue to share equipment, maintenance, and relevant expenses for program and property management.

Not homestead property.

The purpose of the Corrective Deed is to clarify that Tracts I and II above are subject to the 1991

Conservation Easement reference in Item 6 on Page 4, above, and that All Parcels are subject to the listed Items 1 through 6 on Page 6, above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**Sandwich Community School, Inc.**

By: \_\_\_\_\_  
Lianne Prentice, Director, Duly Authorized

State of New Hampshire  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared the above named Lianne Prentice, Director of Sandwich Community School, Inc., duly authorized and known to me or satisfactorily proven through proof of identification (i.e. her driver’s license) to be the individual who executed the foregoing instrument, and swore to and acknowledged the same to be her voluntary act and deed in said capacity.

Before me,

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

ACCEPTED AND AGREED TO:

**Zeromile Farm, LLC**

By: \_\_\_\_\_  
Clayton Prill, Manager/Member  
Duly Authorized

State of New Hampshire  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared the above named Clayton Prill, Manager/Member of Zeromile Farm, LLC, duly authorized and known to me or satisfactorily proven through proof of identification (i.e. his driver’s license) to be the individual who executed the foregoing instrument, and swore to and acknowledged the same to be his voluntary act and deed in said capacity.

Before me,

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: