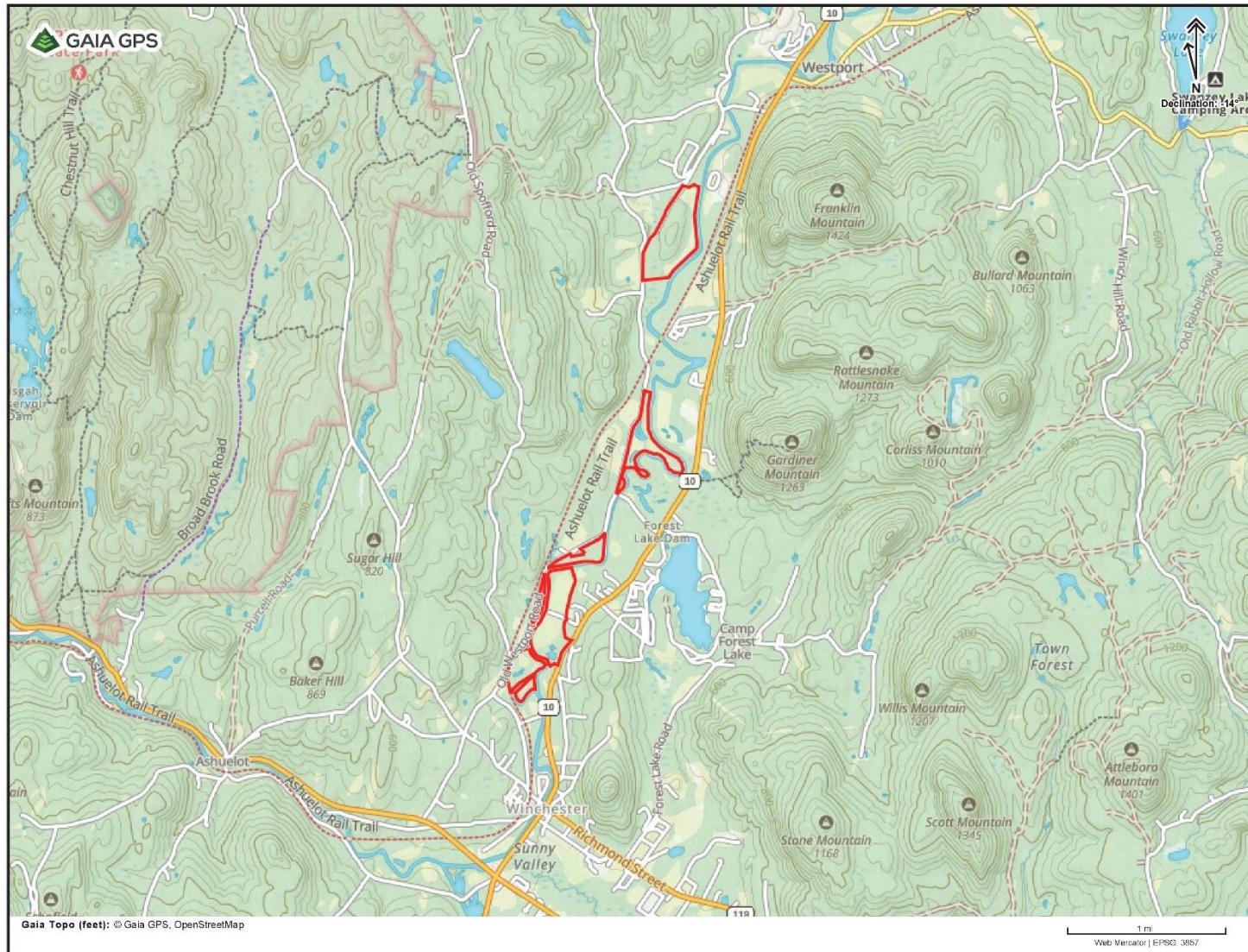
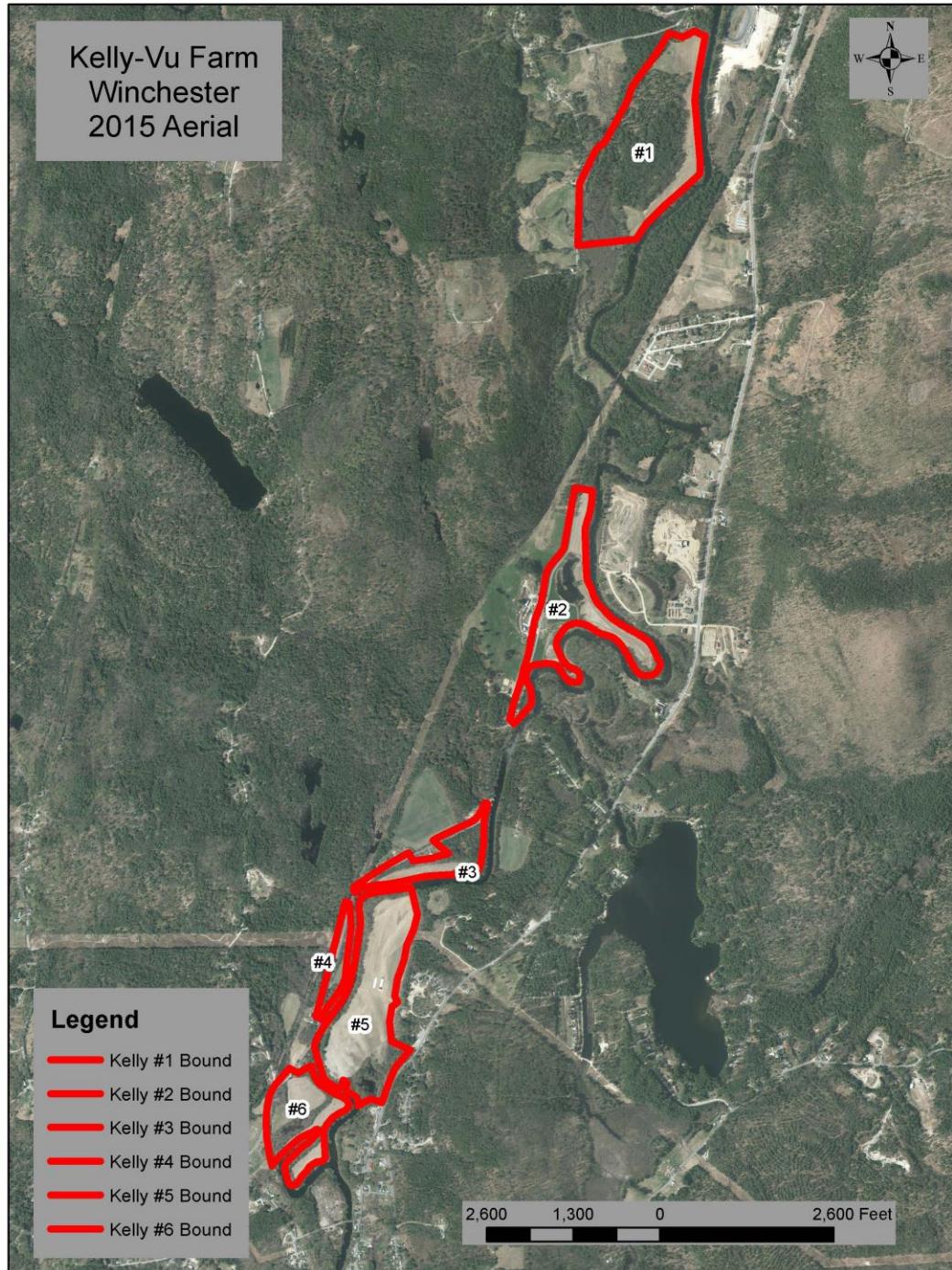


Kelly Conservation Easement, Winchester NH

Summary - Subdivision of Parcels #6 and #4



Locus map showing LCIP Kelly conservation easement parcels in the Town of Winchester



Kelly Conservation Easement Parcels

Parcels are labelled 1 - 6 as described in the CE deed Appendix

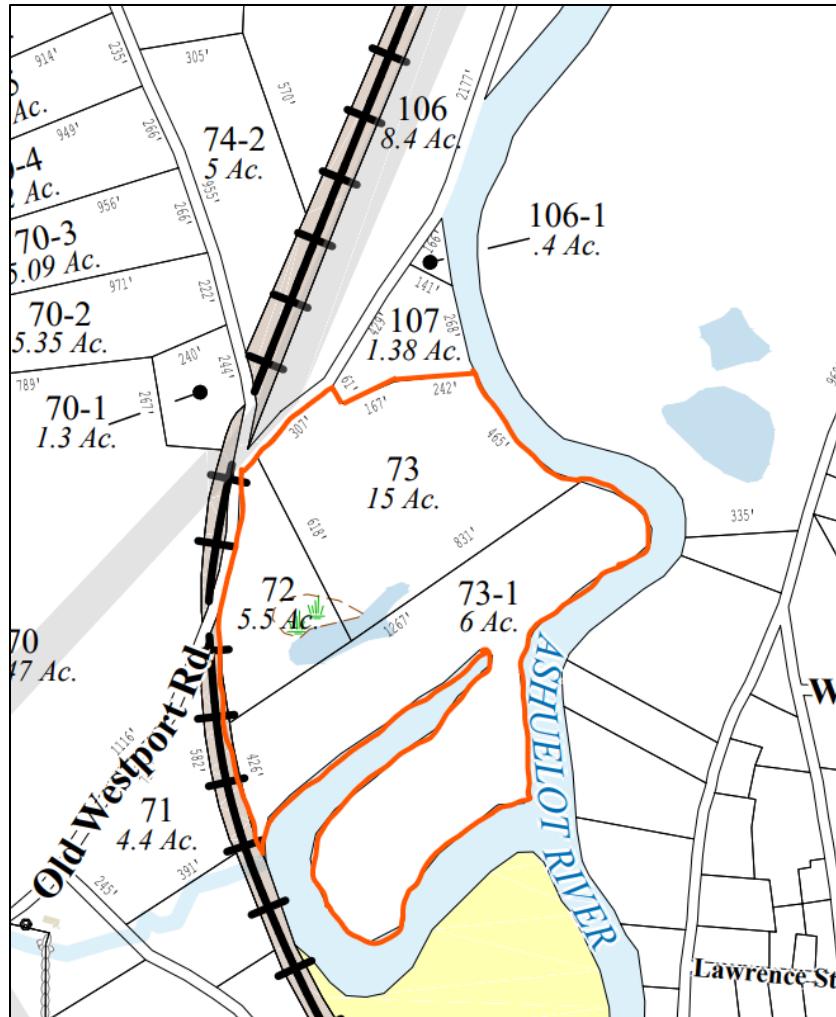
CE Deed Terms

Section 2 – Use Limitations

2.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, except as allowed in Section 3.A below.”

Section 3 – Reserved Rights

3.A. “Grantor reserves the right to convey separately the six existing parcels specifically described in Appendix A as Parcels 1, 2, 3, 4, 5, and 6. The Property may be divided and conveyed separately only into these existing Parcels.”



Portion of Winchester Tax Map 8

Parcel #6 of Kelly Conservation Easement is comprised of Lots 72, 73, and 73-1 (outlined in orange)

Lot 72 has been conveyed to C. Blanchard (see Quitclaim Deed below), while lots 73 and 73-1 have been retained by the Grantor

Lane and Bentley
@ Desk

Doc # 2405591 08/21/2024 03:06:00 PM
Book 3285 Page 871 Page 1 of 2
Register of Deeds, Cheshire County
LCHIP CHA128100 25.00
TRANS TAX CH857396 750.00

KNOW ALL MEN BY THESE PRESENTS:

THAT **Kelly Scoville Farm LLC**, a New Hampshire limited liability company with a principal place of business in Winchester, New Hampshire, for consideration paid, grant to **Charles Blanchard**, of 66 Clark Road, Winchester, New Hampshire 03470, with **QUITCLAIM COVENANTS**,

All the right, title and interest that Kelly Scoville Farm LLC owns in the following three parcels of land located in Winchester, New Hampshire:

Tax Map 8 Lot 72 containing 5.5 acres, more or less.

Tax Map 8 Lot 105 containing 15.5 acres, more or less.

Tax Map 8 Lot 106-1 bounded and described as follows:

Beginning at an iron pin at the junction of the east side of Old Westport Road and the west bank of the Ashuelot River;
thence northerly along the east line of Old Westport Road four hundred (400) feet, more or less, to the culvert which runs from Old Westport Road to the Ashuelot River;
thence easterly along said culvert two hundred fifty (250) feet, more or less, to the west bank of the Ashuelot River;
thence southerly along the west bank of the Ashuelot River four hundred (400) feet, more or less, to the iron pin at the point of beginning.

The premises conveyed by this deed are a portion of the premises conveyed by deed of William Kelly, Jr., et al, to Kelly Scoville Farm LLC dated April 14, 2009 recorded in Book 2584, Page 147 of the Cheshire County Registry of Deeds.

Signed and dated this 19 day of August, 2024.

KELLY SCOVILLE FARM LLC

By:
William M. Kelly III, Member

Quitclaim Deed Recorded 08/21/2024

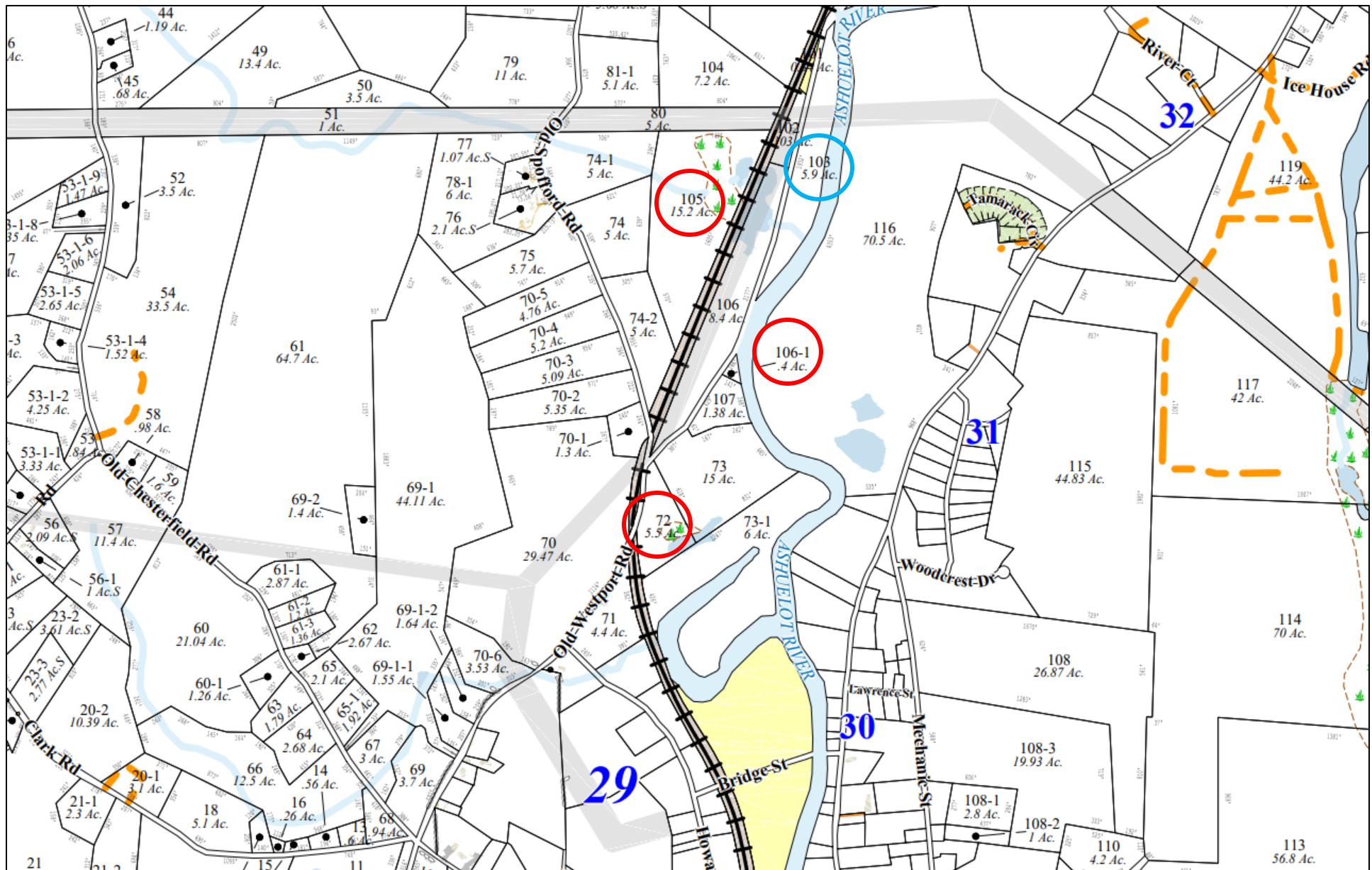
Deed conveys 3 lots formerly owned by Kelly Scoville Farm, LLC to Charles Blanchard.

Conveyance of Lot 72 separately from Lots 73 and 73-1 breaks up Parcel #6. This conflicts with Section 3.A of the CE Deed.

The Deed also conveys Tax Map 8 Lot 106-1. Lot 106-1 is not included in the Kelly View CE. However, the description provided for 106-1 on the Quitclaim Deed does not appear to match 106-1 as shown on Tax Map 8.

The description appears to convey a portion of CE Parcel #4, which is comprised of Tax Map 8 Lot 103. Conveyance of a portion of CE Parcel #4 conflicts with Section 3.A of the CE Deed.

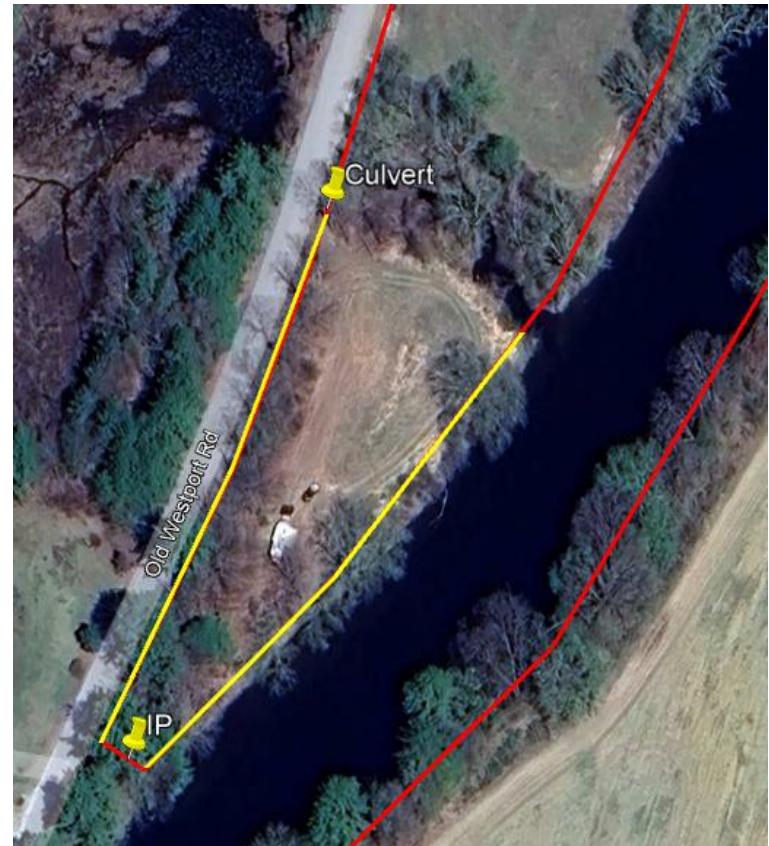
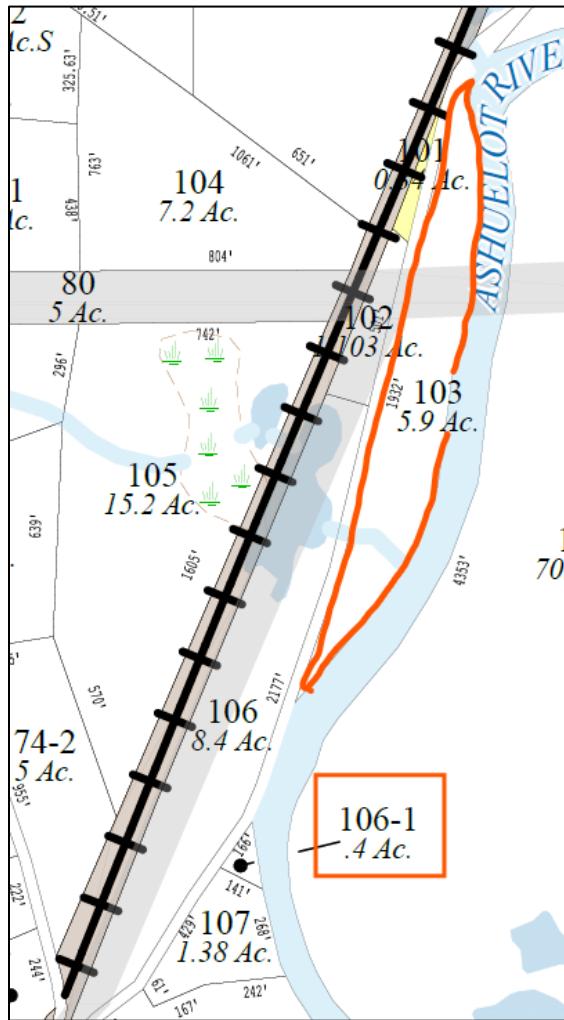
The Quitclaim Deed does not include reference to the Conservation Easement on Lot 72, or in the description that appears to convey a portion of CE Parcel #4.



Portion of Winchester Tax Map 8

Red circles indicate lots conveyed to C. Blanchard via 8/21/2024 quitclaim deed

Blue circle indicates Lot 103 which is CE Parcel #4



Lane and Bentley
@ Desk

Doc # 2502912 05/05/2025 02:57:25 PM
Book 3308 Page 651 Page 1 of 1
Register of Deeds, Cheshire County
LCHIP CHA132620 25.00
TRANS TAX CH858469 225.00

Anne L. Tipton

WARRANTY DEED
KNOW ALL MEN BY THESE PRESENTS:

That I, **Charles Blanchard**, single, of 66 Clark Road, Winchester, New Hampshire 03470, for consideration paid, grant to **Daryn Sampson and Amanda Wheeler**, of 70 Old Rixford Road, Winchester, New Hampshire 03470, as joint tenants with rights of survivorship, with **WARRANTY COVENANTS**,

A certain tract of land situated in the Town of Winchester, County of cheshire and State of New Hampshire, bounded and described as follows:

Beginning at an iron pin at the junction of the east side of Old Westport Road and the west bank of the Ashuelot River;

Thence northerly along the east line of Old Westport Road four hundred (400) feet, more or less, to the culvert which runs from Old Westport Road to the Ashuelot River;

Thence easterly along said culvert two hundred fifty (250) feet, more or less, to the west bank of the Ashuelot River;

Thence southerly along the west bank of the Ashuelot River four hundred (400) feet, more or less, to the iron pin at the point of beginning.

Being Tax Map 8, Lot 106-1.

Being Tract 3 of the premises conveyed to Charles Blanchard by deed of Kelly Scoville Farm, LLC dated August 19, 2024 and recorded in Book 3285, Page 871 of the Cheshire County Registry of Deeds.

Dated this 2nd day of May, 2025.

Charles Blanchard III
Charles Blanchard

STATE OF NEW HAMPSHIRE, CHESHIRE, SS.

Personally appeared, Charles Blanchard, before me, and acknowledged the forgoing this 2nd day of May, 2025.

Howard B. Lane Jr.
Justice of the Peace/Notary Public
Printed Name: Howard B. Lane, Jr.
My Comm. Expires: August 4, 2026

Warranty Deed Recorded 05/05/2025

Deed conveys Tax Map 8 Lot 106-1 formerly owned by Charles Blanchard to Daryn Sampson and Amanda Wheeler.

Description of Lot 106-1 appears to match the boundaries of the southern portion of Tax Map 8 Lot 103, being a portion of Kelly View CE Parcel #4.

The Warranty Deed does not include reference to the Conservation Easement.

LANE & BENTLEY, P.C.
ATTORNEYS AT LAW
106 WASHINGTON STREET
P.O. BOX 472
KEENE, NEW HAMPSHIRE 03431

HOWARD B. LANE, JR.
MICHAEL P. BENTLEY

TEL 603-352-5720
FAX 603-352-6646
E-MAIL: howardlane@laneandbentley.com

HOWARD B. LANE
(1929-1981)

November 6, 2025

Brendan M. McDowell
NH Dept. of Business and Economic Affairs
100 N. Main Street, Suite 100
Concord, NH 03301

Re: William Kelly III

Dear Mr. McDowell:

Bill Kelly has asked for my assistance in attempting to resolve the issues outlined in your letter to him of August 13, 2025.

The issues regarding Lot 103 (Parcel 4) will be resolved by repurchasing the lot from its present owner. The trailer and pick-up truck have been removed.

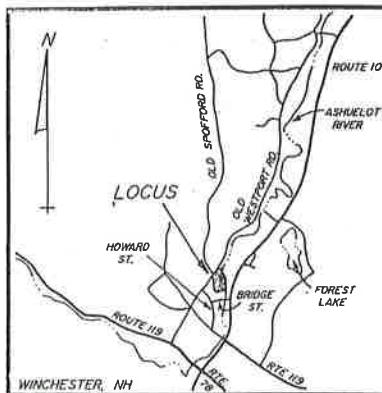
Unfortunately, a resolution for Lot 72 has become a problem as the owner of this lot will not cooperate. Offers to repurchase or swap land have been made but rejected with unreasonable counter offers.

We're still working on a resolution but I can't give you a time estimate for a solution.

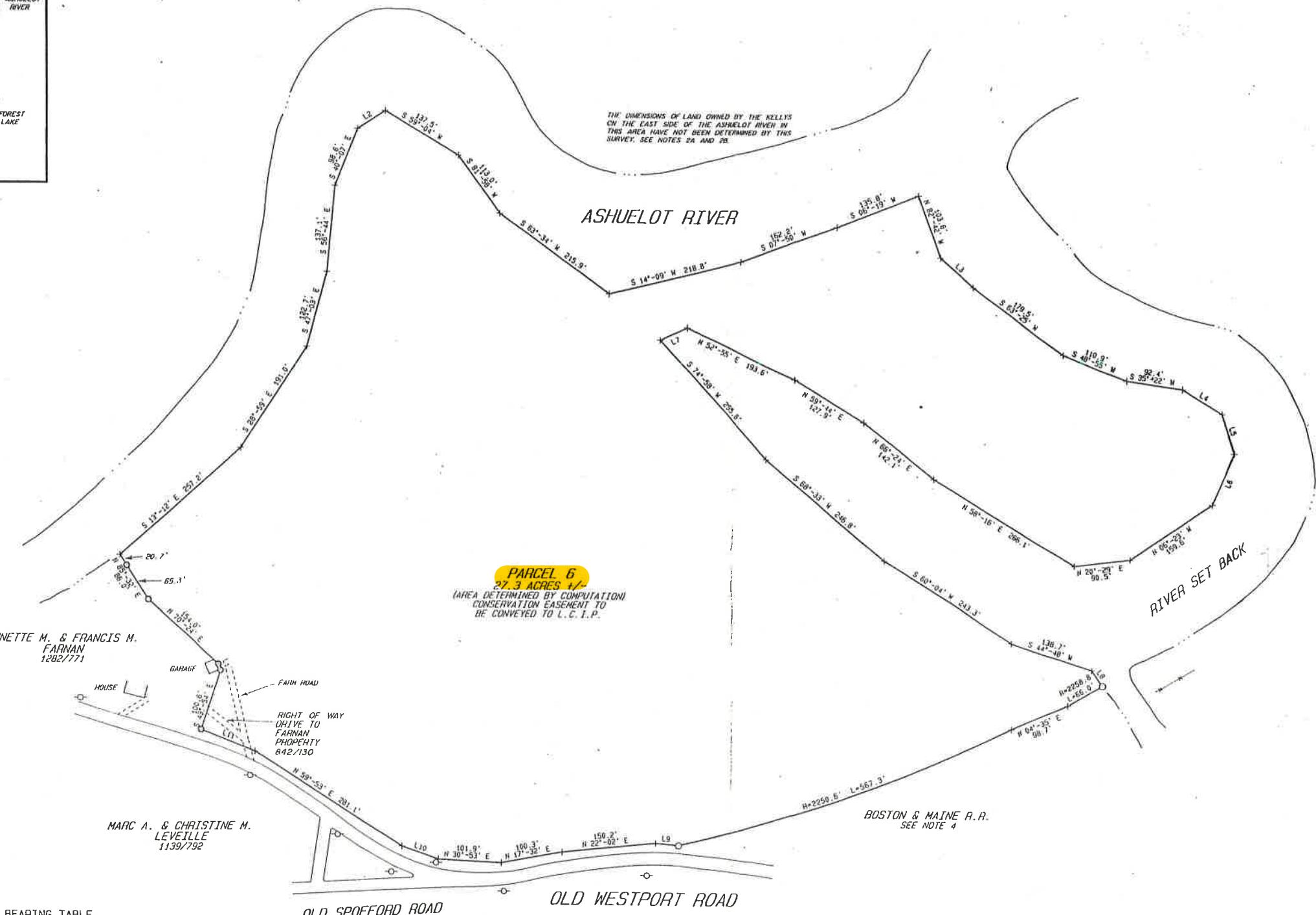
Very truly yours,


Howard B. Lane, Jr.

HBLJr:jpl



LOCATION PLAN



THE DIMENSIONS OF LAND OWNED BY THE KELLYS
ON THE EAST SIDE OF THE ASHUELLOT RIVER IN
THIS AREA HAVE NOT BEEN DETERMINED BY THIS
SURVEY. SEE NOTES 2A AND 2B.

ASHUELLOT RIVER

SURVEYOR'S NOTES

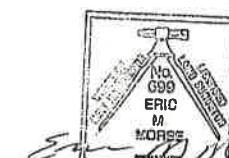
1. BEARINGS ARE OBSERVED MAGNETIC 1993.
2. REFERENCE IS MADE TO THE FOLLOWING DEEDS RECORDED AT THE CHESHIRE COUNTY REGISTRY OF DEEDS:
 - A. WILLIAM M. KELLY AND MAY M. KELLY TO WILLIAM M. KELLY, JR. AND THOMAS J. KELLY, II RECORDED IN VOLUME 1002 PAGE 630.
 - B. WILLIAM M. KELLY, SR. AND MAY M. KELLY TO WILLIAM M. KELLY, JR., BRENDA L. KELLY AND THOMAS J. KELLY, II RECORDED IN VOLUME 882 PAGE 312.
3. REFERENCE IS MADE TO A PLAN ENTITLED "HILL F. LOG STORAGE, WINCHESTER, N.H." PREPARED BY DIGHT E. JENNINGS, JAN. 1954 RECORDED IN PLAN BOOK 16 PAGE 12 AT THE CHESHIRE COUNTY REGISTRY OF DEEDS.
4. REFERENCE IS MADE TO A PLAN ENTITLED "RIGHT-OF-WAY AND TRACK MAP, CONNECTICUT RIVER R.R. CO. OPERATED BY THE BOSTON AND MAINE R.R., STATION 475+20 TO STATION 528+0", SCALE: 1 IN. = 100 FT., JUNE 30, 1914, OFFICE OF VALUATION ENGINEER BOSTON MASS. V. 42, 5/10, REVISED MAY 1920, AUG. 1921 AND GENERAL REVISION 7/23/46.
5. THE OLD WESTPORT ROAD IS ASSUMED TO BE 3 ROADS WIDE. THE LIMIT OF THE RIGHT OF WAY IS BASED ON A LINE 24.75 FEET EAST OF THE CENTER OF THE EXISTING PAVEMENT.
6. THE BOUNDARY ALONG THE ASHUELLOT RIVER HAS BEEN MEASURED ALONG THE HATED LINE OF IT EXISTED IN MARCH 1993. IF THE ASHUELLOT RIVER IS DETERMINED TO BE NAVIGABLE, THE BOUNDARY IS THE MEAN HIGH WATER MARK. OTHERWISE, RIGHTS OF OWNERSHIP MAY EXTEND TO THE CENTER OF THE RIVER.

I CERTIFY THAT THIS SURVEY PLAT SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS AND THAT THE LINES OF STREETS ANDWAYS SHOWN 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.

DATE: 3-31-93 NAME: *Eric M. Morse*
ERIC M. MORSE, L.L.S. 699

SURVEYOR'S CERTIFICATION

THIS SURVEY AND PLAT WERE PREPARED BY ME OR THOSE
UNDER MY DIRECT SUPERVISION FROM A THEODOLITE AND EDM
THROUGH A CLOSURE BETTER THAN 1: 5,000 AND IS
BASED ON INFORMATION PROVIDED BY THE CLIENT. PHYSICAL
EVIDENCE FOUND AND DEEDS AND PLANS RECORDED AT THE
CHESHIRE COUNTY REGISTRY OF DEEDS AND REFERRED TO
HEREON. THIS IS NOT A CERTIFICATION TO THE TITLE OR
OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING
PROPERTIES ARE SHOWN ACCORDING TO CURRENT ASSESSOR'S
RECORDS OF THE TOWN OF WINCHESTER.



SURVEY PLAT
PREPARED FOR
WILLIAM M. KELLY, JR.,
THOMAS J. KELLY, II &
BRENDA L. KELLY

OLD WESTPORT ROAD
WINCHESTER, N.H.

MARCH 31, 1993
SCALE: 1 INCH = 100 FEET

JOB NO. 1225D

CONNECTICUT VALLEY
LAND SURVEYING, INC.
152 DAVIS STREET
KEENE, N.H. 03431
603-352-3065

COPYRIGHT 1993

BK 1452 PG 0585

Recorded June 24 1993

CONSERVATION EASEMENT DEED

We, William M. Kelly, Jr. and Brenda L. Kelly, husband and wife, of 428 Old Westport Road, Thomas J. Kelly, II, single, of 750 Old Westport Road, and May M. Kelly and William M. Kelly, Sr., wife and husband, of 750 Old Westport Road, all of the Town of Winchester, County of Cheshire, State of New Hampshire, 03470 (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grant to the State of New Hampshire, acting through the Land Conservation Investment Program with a principal place of business at 2 1/2 Beacon Street, Concord, State of New Hampshire, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in the Town of Winchester, County of Cheshire, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, listed below.

1. CONSERVATION PURPOSES

A. 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.

B. 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.

C. To preserve open spaces, particularly the productive farm and/or 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."

This 234.73+/- acre property protects prime agricultural farmland and excellent wildlife habitat along the Ashuelot River valley. The approximately 200 acres of farmland are managed by Kelly-View farm to support a 250-head dairy herd. The forested riverfront wetlands and fields provide excellent habitat for migrating waterfowl and other riparian wildlife. Several miles of very scenic frontage on the Ashuelot river are protected by this property, including several traditional boat launch and fishing sites which are secured for public access under the terms of this easement.

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") with any and all buildings, structures and improvements thereon, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

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

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

2. 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 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 public waterways, great ponds, 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, except as allowed in Section 3.A below.

C. 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, 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.

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 waters; the historic and archeological values; and forestry and agricultural production on the Property.

D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed until all necessary federal, state and local permits and approvals are secured and 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.

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, 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.

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.

3. RESERVED RIGHTS

A. Grantor reserves the right to convey separately the six existing parcels specifically described in Appendix A as Parcels 1, 2, 3, 4, 5, and 6. The Property may be divided and conveyed separately only into these existing Parcels.

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

C. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this easement.

D. Grantor reserves the right to 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.

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

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.

4. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

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

C. Riverfront Trail. The Grantee has the right to construct, manage, use, and maintain a trail as a public footpath and to create and maintain vistas or overlooks associated with said trail along the top of the riverbank along the length of the Ashuelot River on all Parcels described in Appendix A. Such trail shall be not more than 10 feet in width and shall be located at the top of the riverbank, or at other location mutually agreed upon in writing by Grantor and Grantee.

D. i. Public Access and Parking, Parcel 5. The Grantee has the right to construct, manage, use and maintain for the public: (1) a right-of-way suitable for vehicular and foot access to Parcel 5 along the "Approximate Location of Right of Way From Route 10" shown on the plan referred to under Parcel 5 in Appendix A; (2) a parking area for up to five vehicles on Parcel 5 at or near the entrance of said Right of Way onto Parcel 5, and (3) a footpath from said Right of Way and parking area to the Ashuelot River, at a location mutually agreed upon in writing by Grantor and Grantee. Said right of way, parking area,

and footpath are for the purpose of launching hand-carried boats and gaining pedestrian access to the land.

ii. Public Access and Parking, Parcel 4. The Grantee has the right to construct, manage, use and maintain a parking area for the public for up to five vehicles at the extreme southerly end of Parcel 4 as described in Appendix A, the exact location to be mutually agreed upon by Grantor and Grantee. Said parking area shall provide public access for pedestrians and hand-carried boats to the river and riverfront trail from Old Westport Road.

iii. Public Access and Parking, Parcel 3. The Grantee has the right to construct, manage, use and maintain a parking area for the public for up to five vehicles at the southwesterly end of Parcel 3 as described in Appendix A, the exact location to be mutually agreed upon by Grantor and Grantee. Said parking area shall provide public access for pedestrians and hand-carried boats to the river and riverfront trail from Old Westport Road.

iv. The location of said trails and parking areas may be changed from time to time with the mutual written consent of Grantee and Grantor.

E. 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 plan referenced in Appendix A 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.

F. 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.

5. 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 or any division of ownership thereof permitted hereby.

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

6. 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)

7. 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 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.

8. 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 awarded in the condemnation proceedings and all 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 Grantor and Grantee 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, as determined immediately after the execution and delivery of this Conservation Easement, 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.

9. MERGER OF FEE WITH CONSERVATION EASEMENT INTEREST

The Grantor and the Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the conservation easement set forth herein are to last in perpetuity, and that to

that e d no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the conservation easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine. The intent of the parties is to protect the Property in accordance with New Hampshire Revised Statutes Annotated 221-A, which provides in section 11 that "the sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited" and that "no deviation in the uses of any land or interest in land so acquired to uses or purposes not consistent with the purposes of this chapter shall be permitted."

10. SUPERABILITY

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.

I! WITNESS WHEREOF, We have hereunto set our hands this 24th day of June, 1993.

Brenda L. Kelly
Witness:

William M. Kelly, Sr.
William M. Kelly, Sr.

Brenda L. Kelly
Witness:

May M. Kelly
May M. Kelly

Brenda L. Kelly
Witness:

William M. Kelly, Jr.
William M. Kelly, Jr.

Brenda L. Kelly
Witness:

Thomas J. Kelly, II
Thomas J. Kelly, II

Brenda L. Kelly
Witness:

Brenda L. Kelly
Brenda L. Kelly

The State of New Hampshire
Cheshire County, ss.

Personally appeared on this 24th day of June, 1993, WILLIAM M. KELLY, SR.
who acknowledged the foregoing to be his voluntary act and deed.

Before me,

Sarah Thorne
Justice of the Peace/Notary Public
My commission expires January 10, 1995

The State of New Hampshire
Cheshire County, ss.

Personally appeared on this 24th day of June, 1993, MAY M. KELLY who
acknowledged the foregoing to be her voluntary act and deed.

Before me,

Sarah Thorne
Justice of the Peace/Notary Public
My commission expires January 10, 1995

The State of New Hampshire
Cheshire County, ss.

Personally appeared on this 24th day of June, 1993, WILLIAM M. KELLY, JR.
who acknowledged the foregoing to be his voluntary act and deed.

Before me,

Sarah Thorne
Justice of the Peace/Notary Public
My commission expires January 10, 1995

The State of New Hampshire
Cheshire County, ss.

Personally appeared on this 24th day of June, 1993, THOMAS J. KELLY, II who
acknowledged the foregoing to be his voluntary act and deed.

Before me,

Sarah Thorne
Justice of the Peace/Notary Public
My commission expires January 10, 1995

The State of New Hampshire
Cheshire County, ss.

Personally appeared on this 24th day of June, 1993, BRENDA L. KELLY who
acknowledged the foregoing to be her voluntary act and deed.

Before me,

Sarah Thorne
Justice of the Peace/Notary Public

My commission expires January 10, 1995

ACCEPTED: STATE OF NEW HAMPSHIRE

By:

Will Abbott
Will Abbott, Executive Director,
NH Land Conservation Investment Program
Duly Authorized

The State of New Hampshire
Merrimack, ss.

Personally appeared on this 24th day of June, 1993, Will Abbott, Executive
Director, who acknowledged the foregoing to be his voluntary act and deed on
behalf of the NH Land Conservation Investment Program.

Before me,

Sarah Thorne
Justice of the Peace/Notary Public

My commission expires
January 10, 1995

APPENDIX A

Meaning and intending to describe a conservation easement on parcels of land in Winchester, N.H., further bounded and described as follows: *Plan Recorded*
Book Dr. 8-954-958

Parcel 1: A certain parcel of land shown on a plan entitled "Survey Plat Land of William M. Kelly and May M. Kelly and William M. Kelly, Jr., and Thomas J. Kelly, II, Old Westport Road, Winchester, N.H." dated March 30, 1993, and revised 5/17/93, prepared by Eric M. Morse, L.L.S., to be recorded herewith in the Cheshire County Registry of Deeds, being part of the land conveyed to William M. Kelly, Jr. and Thomas J. Kelly, II by deed recorded at Book 1180 Page 736 in the Cheshire County Registry of Deeds, further bounded and described as follows:

Beginning at a point being an iron pin to be set on the easterly sideline of Old Westport Road, so-called, and at land of William M. Kelly and May M. Kelly, thence along said Road the following 11 courses and distances:

North $12^{\circ} 42'$ East seven hundred sixty-six and five tenths (766.5) feet to a point where said Road is no longer paved;

thence continuing along the unpaved road the following courses and distances:

North $40^{\circ} 03'$ East three hundred fifteen and two tenths (315.2) feet to a point;

North $35^{\circ} 34'$ East four hundred seventy-eight and three tenths (478.3) feet to a point;

North $53^{\circ} 14'$ East ninety-one and five tenths (91.5) feet to a point;

North $67^{\circ} 45'$ East seventy (70.0) feet to a point;

North $34^{\circ} 12'$ East ninety-seven and eight tenths (97.8) feet to a point;

North $40^{\circ} 38'$ East four hundred sixty-six and eight tenths (466.8) feet to a point;

North $33^{\circ} 52'$ East three hundred forty-eight and two tenths (348.2) feet to a point;

North $46^{\circ} 07'$ East four hundred three (403.0) feet to a point;

North $50^{\circ} 14'$ East four hundred twenty-seven and seven tenths (427.7) feet to a point;

North $42^{\circ} 33'$ East one hundred eighteen and six tenths (118.6) feet to an iron pin found and at land now or formerly of Michael W. and Laura J. Prentice;

thence along land of said Prentice the following 2 courses and distances:

South $59^{\circ} 00'$ East one hundred sixty-five (165.0) feet to an iron pin to be set;

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North 46° 10' East one hundred sixty-five (165.0) feet to an iron pin to be set and at land now or formerly of Paul A. Manning; thence

South 59° 00' East three hundred twenty-two (322.0) feet along land of said Manning to a point on the northwesterly edge of the Ashuelot River, so-called;

thence following along the edge of said River in a generally southwesterly direction a distance of three thousand five hundred eighty-four and nine tenths (3584.9+/-) feet, more or less, to a point on the southwesterly edge of said River and at land of said William M. and May M. Kelly; thence

South 83° 14' East eight hundred eighty-nine (889.0) feet along land of said Kelly to the point of beginning.

Said Parcel 1 containing 83.9 acres, more or less.

Parcel 2: A certain parcel of land shown on a plan entitled "Survey Plat Land of William M. Kelly, Jr., and Thomas J. Kelly, II, Old Westport Road, Winchester, N.H.", dated March 29, 1993, prepared by Eric M. Morse, L.L.S., to be recorded herewith at the Cheshire County Registry of Deeds, being part of the land conveyed to William M. Kelly, Jr. and Thomas J. Kelly, II by a deed recorded at Book 756 Page 36 at the Cheshire County Registry of Deeds, further bounded and described as follows:

Beginning at a point being an iron pin to be set on the easterly sideline of Old Westport Road, so-called, and at land now or formerly of the Estate of Charles J. Lindstrom and at the start of a wire fence; thence

South 70° 02' East two hundred thirty-eight and two tenths (238.2) feet along said wire fence and land of said Estate to a point on the westerly edge of the Ashuelot River, so-called;

thence following the edge of said River starting in an southeasterly direction a distance of seven thousand six hundred eighty and three tenths (7680.3+/-) feet, more or less, to a point at a stone abutment of the former Melvin Bridge; thence

North 48° 32' West forty-two and five tenths (42.5) feet along said abutment to an iron pin to be set at the end of said abutment and on the southeasterly sideline of Old Westport Road;

thence along said Road the following courses and distances:

North 31° 08' East one hundred eleven and five tenths (111.5) feet to a point;

North 27° 20' East five hundred forty-eight and one tenth (548.1) feet to a point;

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North 27° 05' East five hundred eight and seven tenths (508.7) feet to a point;

North 24° 23' East three hundred twenty and one tenth (320.1) feet to a point;

North 26° 48' East four hundred sixty-three and two tenths (463.2) feet to a point;

North 22° 38' East two hundred eighty-seven and eight tenths (287.8) feet to a point;

North 34° 35' East one hundred fifteen and four tenths (115.4) feet to a point;

North 51° 05' East two hundred ninety-eight and seven tenths (298.7) feet to a point;

North 41° 10' East sixty-nine and four tenths (69.4) feet to a point;

North 26° 41' East ninety and six tenths (90.6) feet to a point;

North 20° 53' East eight hundred thirty (830.0) feet to the point of beginning.

Said Parcel 2 containing thirty-eight (38.0) acres, more or less.

Parcel 3: A certain parcel of land shown on a plan entitled "Subdivision Plat Prepared for William Kelly, Jr., Old Westport Road, Winchester, N.H.", dated May 19, 1989, recorded in the Cheshire County Registry of Deeds at Cabinet 11, Drawer 4-217, being part of the land conveyed to William M. Kelly, Jr. and Thomas J. Kelly, II in a deed recorded at Book 756 Page 36 of the Cheshire County Registry of Deeds, further bounded and described as follows:

Beginning at a point on the southerly sideline of Old Westport Road, so-called, said point being at the northeasterly edge of a culvert;

thence along said Road the following 5 courses and distances:

North 47° 22' East twenty-seven and two hundred (27.02) feet to a point;

North 60° 04' East two hundred sixty-three and thirty-six hundredths (263.36) feet to a point;

North 77° 43' East eighty-one and eighty-seven hundredths (81.87) feet to a point;

North 72° 17' East three hundred sixty-eight and fifteen hundredths (368.15) feet to a point;

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North $73^{\circ} 45'$ East two hundred five and fifty-four hundredths (205.54) feet to an iron pin to be set and at other land formerly of Kelly;

thence along other land formerly of Kelly the following 5 courses and distances:

South $14^{\circ} 44'$ East one hundred thirteen and twenty-six hundredths (113.26) feet to an iron pin to be set;

South $84^{\circ} 58'$ East two hundred seventy-eight and seventy-seven hundredths (278.77) feet to an iron pin to be set;

North $89^{\circ} 23'$ East seventy-five and nineteen hundredths (75.19) feet to an iron pin to be set;

North $89^{\circ} 23'$ East one hundred sixty-nine and fifty-seven hundredths (169.57) feet to an iron pin to be set;

North $34^{\circ} 45'$ West two hundred ninety-one and forty-seven hundredths (291.47) feet to an iron pin to be set on the southeasterly sideline of the aforesaid Road;

thence continuing along said Road the following 6 courses and distances:

North $75^{\circ} 33'$ East five hundred ten and five hundredths (510.05) feet to a point;

North $73^{\circ} 16'$ East two hundred and ninety-two hundredths (200.92) feet to a point;

North $68^{\circ} 41'$ East fifty-eight and seventy-one hundredths (58.71) feet to a point;

North $63^{\circ} 11'$ East sixty and fifteen hundredths (60.15) feet to a point;

North $50^{\circ} 14'$ East one hundred fifteen and forty-four hundredths (115.44) feet to a point;

North $33^{\circ} 54'$ East fifty-eight and forty-three hundredths (58.43) feet to an iron pin set at the westerly corner of a culvert; thence

South $62^{\circ} 25'$ East ten and six hundredths (10.06) feet along said culvert to a point on the westerly edge of the Ashuelot River, so-called;

thence following the edge of said River starting in a southwesterly direction a distance of two thousand eight hundred ninety-four and thirty-nine hundredths (2894.39+/-) feet, more or less, to the point of beginning.

Said Parcel 3 containing sixteen and eighty-three hundredths (16.83+/-) acres, more or less.

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Said Parcel 3 subject to an easement to Public Service Company of New Hampshire recorded in Vol. 685 Page 82 of said Registry.

Parcel 4: A certain parcel of land shown on a plan entitled "Survey Plat Prepared for William M. Kelly, Jr., and Thomas J. Kelly, II, Old Westport Road, Winchester, N.H.", dated March 31, 1993, prepared by Eric M. Morse, L.L.S., Job No. 1225B, to be recorded herewith at Cheshire County Registry of Deeds, being part of the property conveyed to William M. Kelly, Jr. and Thomas J. Kelly, II by deed recorded at Book 756 Page 36 at the Cheshire County Registry of Deeds, further bounded and described as follows:

Beginning at an iron pin to be set on the southeasterly edge of Old Westport Road, so-called, said point being the northwesterly corner of said parcel; thence

South $64^{\circ} 08'$ East eight and six tenths (8.6) feet to a point on the northwesterly edge of the Ashuelot River, so-called;

thence following said River starting in a southwesterly direction a distance of one thousand eight hundred thirty-seven and eight tenths (1837.8+/-) feet, more or less, to a point on the southwesterly sideline of said River; thence

North $54^{\circ} 54'$ West seventeen and eight tenths (17.8) feet to an iron pin; thence

North $54^{\circ} 54'$ West seventeen and nine tenths (17.9) feet to a point on the southeasterly side of the aforementioned Road

thence along said Road the following 4 courses and distances:

North $35^{\circ} 06'$ East two hundred twenty-four (224.0) feet to a point;

North $29^{\circ} 08'$ East one hundred thirty-eight and four tenths (138.4) feet to a point;

North $25^{\circ} 58'$ East three hundred seventeen and six tenths (317.6) feet to a point;

North $27^{\circ} 16'$ East one thousand seventy (1070.0) feet to the point of beginning.

Said Parcel 4 containing five and eight tenths (5.8+/-) acres, more or less.

Said Parcel 4 is subject to easements to Public Service Company of New Hampshire recorded at Vol. 684 Page 530, Vol. 796 Page 262, and Vol. 796 Page 252 of said Registry..

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Parcel 5: A certain parcel of land shown on a plan entitled "Survey Plat Land of William M. Kelly, Mary M. Kelly, William M. Kelly, Jr., and Thomas J. Kelly, II, Route 10, Winchester, N.H., dated April 6, 1993, prepared by Eric M. Morse, L.L.S., to be recorded herewith at the Cheshire County Registry of Deeds, being property conveyed to William M. Kelly, May M. Kelly, William M. Kelly, Jr. and Thomas J. Kelly, II by deed recorded at Book 845 Page 8 at said Registry, further bounded and described as follows:

Beginning at a point being an iron pin to be set on the westerly sideline of Route 10, so-called, and at land now or formerly of Joseph B., Sr., Joseph B., Jr., and Phyllis J. Conlan;

thence along land of said Conlan and a wire fence the following 5 courses and distances:

North 56° 31' West ninety-five and five tenths (95.5) feet to a point;

North 68° 32' West thirty-six and two tenths (36.2) feet to a point;

South 79° 21' West seventy-one and two tenths (71.2) feet to a point;

South 70° 24' West ninety-nine and seven tenths (99.7) feet to a point;

North 87° 58' West thirty-eight (38.0) feet to a point at a tree at the end of said fence, said point being on the easterly sideline of the Ashuelot River, so-called;

thence following along the edge of said River starting in a northerly direction a distance of four thousand four hundred twenty-four and one tenth (4424.1+/-) feet, more or less, to a point on the easterly edge of said River and at land now or formerly of Marvin W. Smart;

thence along land of said Smart the following 2 courses and distances:

South 01° 19' East four hundred five (405.0) feet along a wire fence to a point;

South 10° 41' East fifty-four and four tenths (54.4) feet to an iron pin found and at other land of Kelly;

thence along other land of Kelly and, in part, said wire fence the following 5 courses and distances:

South 30° 06' West one hundred sixty-nine and seven tenths (169.7) feet to an iron pin found;

South 36° 20' West one hundred eighty-nine and seven tenths (189.7) feet to an iron pin found;

South 34° 35' West one hundred thirty-two and one tenth (132.1) feet to a point;

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South $22^{\circ} 03'$ West one hundred forty-four and seven tenths (144.7) feet to a point;

South $30^{\circ} 34'$ West one hundred seventy-eight and three tenths (178.3) feet to an iron pin found and at land now or formerly of Jerome Diamond, et al;

thence along land of said Diamond the following 10 courses and distances:

South $32^{\circ} 20'$ West ninety-nine and nine tenths (99.9) feet to a point;

South $25^{\circ} 01'$ West fifty-five and two tenths (55.2) feet to a point;

South $26^{\circ} 10'$ West ninety-six and four tenths (96.4) feet to a point;

South $21^{\circ} 37'$ West ninety-three and six tenths (93.6) feet to a point;

South $19^{\circ} 28'$ West one hundred five and six tenths (105.6) feet to a point;

South $07^{\circ} 48'$ East seventy-three and nine tenths (73.9) feet to a point;

South $71^{\circ} 01'$ West twenty-four and five tenths (24.5) feet to a point;

South $46^{\circ} 05'$ West one hundred fifteen and two tenths (115.2) feet to a point;

South $24^{\circ} 11'$ West thirty-seven and two tenths (37.2) feet to a point;

South $19^{\circ} 56'$ West eighty-one (81.0) feet to an iron pin found and at land now or formerly of Phyllis S. Delano;

thence along land of said Delano the following 3 courses and distances:

South $18^{\circ} 19'$ West seventy-four and four tenths (74.4) feet to a point;

South $06^{\circ} 00'$ West three hundred twenty (320.0) feet to an iron pin found;

South $54^{\circ} 39'$ East eighty-five and five tenths (85.5) feet to an iron pin found and at land now or formerly of David N. and Pauline P. Coleman; thence

South $54^{\circ} 39'$ East one hundred forty-six and six tenths (146.6) feet along land of said Coleman to an iron pin to be set on the northwesterly sideline of Route 10, so-called;

thence on an arc of a curve to the left with a radius of one thousand one hundred twenty-one and three tenths (1121.3) feet a distance of one hundred four and three tenths (104.3) feet along said Route to a point; thence

South $58^{\circ} 20'$ West one hundred twelve and nine tenths (112.9) feet along said Route to a point;

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thence on an arc of a curve to the left with a radius of nine hundred eighty and four tenths (980.4) feet a distance of four hundred ninety and five tenths (490.5) feet along said Route to a point; thence

South 29° 40' West two hundred fifty-nine (259.0) feet along said Route to the point of beginning.

Said Parcel 5 containing sixty-two and nine tenths (62.9+/-) acres, more or less.

Said Parcel 5 subject to easements to Public Service Company recorded in Vol. 796 Page 262 and Vol. 796 Page 252 of said Registry.

Parcel 6: A certain parcel of land shown on a plan entitled "Survey Plat Prepared for William M. Kelly, Jr., Thomas J. Kelly, II, & Brenda L. Kelly Old Westport Road, Winchester, N.H.", dated March 31, 1993, prepared by Eric M. Morse, to be recorded herewith in the Cheshire County Registry of Deeds, being property conveyed to William M. Kelly, Jr., Thomas J. Kelly, II and Brenda L. Kelly by deeds recorded at Book 1002 Page 638 and Book 882 Page 312 at said Registry, further bounded and described as follows:

Beginning at a point being an iron pin found on the easterly sideline of Old Westport Road, so-called, and at land now or formerly of Annette M. and Francis M. Farnan;

thence along land of said Farnan the following 4 courses and distances:

South 43° 54' East one hundred and six tenths (100.6) feet to an iron pin found;

South 82° 44' East ten and seven tenths (10.7) feet to an iron pin found;

North 70° 24' East one hundred fifty-four (154.0) feet to an iron pin found;

North 85° 32' East sixty-five and three tenths (65.3) feet to an iron pin found;

North 85° 32' East twenty and seven tenths (20.7) feet to a point on the westerly edge of the Ashuelot River, so-called;

thence following the edge of said River starting in a southeasterly direction a distance of one thousand eight hundred forty-two and six tenths (1842.6) feet, more or less, to a junction with the northerly edge of the River Set Back, so-called;

thence following edge of the River Set Back starting in a westerly direction two thousand seven hundred twenty-eight (2728.0) feet, more or less, to an iron pin to be set and at land now or formerly of Boston and Maine Rail Road (B&M);

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thence along land of said B&M the following 3 courses and distances:

on an arc of a curve to the right with a radius of two thousand two hundred fifty-eight and eight tenths (2258.8) feet a distance of sixty-six (66.0) feet to a point; thence

North 04° 35' East ninety-eight and seven tenths (98.7) feet to a point; thence

on an arc of a curve to the right with a radius of two thousand two hundred fifty and six tenths (2250.6) feet a distance of five hundred sixty-seven and three tenths (567.3) feet to an iron pin to be set at the easterly sideline of Old Westport Road; thence along said Road the following 7 courses and distances:

North 32° 14' East thirty-seven (37.0) feet to a point;

North 22° 02' East one hundred fifty and two tenths (150.2) feet to a point;

North 17° 32' East one hundred and three tenths (100.3) feet to a point;

North 30° 53' East one hundred one and nine tenths (101.9) feet to a point;

North 47° 05' East sixty-two and one tenth (62.1) feet to a point;

North 59° 53' East two hundred eighty-one and one tenth (281.1) feet to a point;

North 49° 51' East ninety-four (94.0) feet to the point of beginning.

Said Parcel 6 containing twenty-seven and three tenths (27.3+/-) acres, more or less.

Said Parcel 6 subject to a right of way conveyed by William M. Kelly and May M. Kelly to Harry E. Warner and Louise F. Warner in a deed recorded in Vol. 842 Page 130 of said Registry.