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PK 3029 P0275

CONSERVATION EASEMENT DEED

I, D. MORRIS LAMPREY, TRUSTEE OF THE D. MORRIS LAMPREY REVOCABLE TRUST u/a/d September 26, 1991, of 63 Atlantic Avenue, Town of North Hampton, County of Rockingham, State of New Hampshire 03862, (hereinafter sometimes referred to as the "Grantor" 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 TOWN OF NORTH HAMPTON, with a mailing address of Town Hall, North Hampton, New Hampshire 03862, acting through its Conservation Commission pursuant to RSA 36-A:4, 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 North Hampton, New Hampshire, pursuant to New Hampshire RSA 477:45-47, exclusively for conservation purposes, namely:

1. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To protect the significant natural habitat of the salt marsh; and

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

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

1. USE LIMITATIONS.

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture, provided the capacity of the Property to produce 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" shall include agriculture, animal husbandry, floricultural and horticultural activities; the production of plant and animal products for domestic or commercial purposes.

ii. Agriculture activity 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. Agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Conservation Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public roads.

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, 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

5. BENEFITS AND BURDENS.

A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to an organization that at the time of transfer qualifies under Section 170 (h) of U.S. Internal Revenue Code, as amended, and New Hampshire law as an eligible donee to receive this easement directly. Any such assignee or transferee shall have like power of assignment or transfer.

6. BREACH OF EASEMENT.

A. When a breach of this Easement comes to the attention of the Grantee or its agent, 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 thirty (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, agent 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

Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

8. SEVERABILITY.

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

IN WITNESS WHEREOF, I have hereunto set my and this 22nd day of December, 1993.

D. MORRIS LAMPREY REVOCABLE TRUST

C Russell Shillaber  
Witness

D Morris Lamprey  
D. Morris Lamprey, Trustee

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

December 22, 1993

Personally appeared, D. Morris Lamprey, Trustee of the D. Morris Lamprey Revocable Trust, who acknowledged the foregoing to be his voluntary act and deed, before me,

C Russell Shillaber  
Justice of the Peace/Notary Public  
My Commission Expires:

C. RUSSELL SHILLABER  
NOTARY PUBLIC - MY COMMISSION  
EXPIRES SEPTEMBER 29, 1998



ACCEPTED: Town of North Hampton, New Hampshire

By: Stanley W. Kuroki, R.P. [Signature], and \_\_\_\_\_  
Selectmen

A certain tract or parcel of land situate on the southerly side of Atlantic Avenue, Town of North Hampton, County of Rockingham, State of New Hampshire, more particularly bounded and described as the front field and marsh, so-called, consisting of a parcel of land containing about 24.37 acres, bounded northerly and northeasterly on Atlantic Avenue; southeasterly on the field and marsh formerly of Warren C. Lamprey; southerly and southeasterly on the marsh and land now or formerly of Edith W. Baker; southwesterly and southerly on Little River; northwesterly on other marsh and field land formerly of Warren C. Lamprey, now of this grantor, running in a straight line from Little River northeasterly to Atlantic Avenue and the boundary first mentioned.

Meaning and intending to convey the first described tract of Tract 2 in the deed of D. Morris Lamprey dated September 26, 1991 recorded at Book 2892, Page 2968, Rockingham County Registry of Deeds.

The grantor's title is derived from Article IX of the Will of Warren C. Lamprey, Rockingham County Probate No. 45532.

The premises is not homestead property of the grantor.

There is recorded herewith a Trustee Certificate pursuant to RSA 564-A:7 (Suppl).

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

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

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