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STRAFFORD COUNTY
REGISTRY OF DEEDS

CONSERVATION EASEMENT

This DEED OF CONSERVATION EASEMENT made as of this 7th day
of Dec., 2001,

WITNESSETH:

WHEREAS, ALAN J. BORNER and CHRISANNE SPADORO BORNER, residing at 36 Adams Point Road, Durham, New Hampshire, hereinafter called the Grantor, are the owners in fee simple of certain real property, hereinafter called the "Protected Property," which has ecological, scientific, educational and aesthetic value in its present state as a natural area which has not been subject to development or exploitation, which property is located in the Town of Durham, County of Strafford, State of New Hampshire, and is more particularly described in Exhibit A attached hereto and incorporated by this reference; and

WHEREAS, THE NATURE CONSERVANCY, hereinafter called the Grantee, is a nonprofit corporation incorporated under the laws of the District of Columbia as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, qualified under section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, and having its headquarters at 4245 North Fairfax Drive, Suite 100, Arlington, Virginia 22203 and a local address at 2 1/2 Beacon Street, #6, Concord, New Hampshire 03301, whose purpose is to preserve natural areas for scientific, charitable, educational and aesthetic purposes; and

WHEREAS, the Protected Property is a significant natural area which qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder; specifically the Protected Property provides extensive frontage along Crommet Creek and Great Bay and consists of open fields and rare enriched oak – hickory talus forest; and

WHEREAS, preservation of the Protected Property is pursuant to federal, state, and local governmental conservation policy and will yield a significant public benefit, specifically the site has been identified by the Great Bay Partnership as one of the highest priority natural communities with the State of New Hampshire; and

WHEREAS, the specific conservation values of the Property are documented in an Easement Documentation Report, prepared by the Grantee and signed and acknowledged by the

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Grantor, establishing the baseline condition of the Protected Property at the time of this grant and including reports, maps, photographs, and other documentation; and

WHEREAS, the Grantor and the Grantee have the common purpose of conserving the above-described conservation values of the Protected Property in perpetuity; and

WHEREAS, the State of New Hampshire has authorized the creation of Conservation Easements pursuant to NH RSA 477:45-47, and the Grantor and the Grantee wish to avail themselves of the provisions of that law.

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and in part for good and valuable consideration and in part as an absolute and unconditional gift, does hereby give, grant, bargain, sell and convey unto the Grantee a Conservation Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

1. **Purpose.** It is the purpose of this Conservation Easement to ensure that, subject to certain development rights herein reserved, the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition; to safeguard water quality and to protect any rare plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property described above. This Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the terms hereof.

2. **Permitted and Prohibited Activities.** It is the intent of the Grantor and the Grantee that the use made of and the activities carried out on the Protected Property be subject to one of two levels of protection as set forth below. All of the Protected Property is to be covered by one of these two levels, which are respectively designated as (a) the Development Area and (b) the Conservation Areas. These Areas are as depicted on the attached plan identified as Exhibit B, which is incorporated herein by reference. The permitted and prohibited uses and activities applicable to the Development Area and Conservation Areas, respectively, are as follows:

2.1 **Development Area.** The Development Area includes those areas of the Protected Property that are currently occupied by man-made structures, including houses, sheds, barns and other associated outbuildings. In addition, the Development Area designation is

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applied to certain areas that are not currently developed, but are permitted to be developed for new construction consistent with the terms of this Conservation Easement. The Development Area is as designated on Exhibit B hereto.

2.1.1. Grantor's Reserved Rights. The Grantor hereby reserves and shall have the following rights with respect to the Development Area:

a. The right to undertake or continue any use of or activity on the Development Area either specifically reserved by the Grantor or not prohibited by this Conservation Easement. Prior to making any change in use of the Development Area, the Grantor shall notify the Grantee in writing of the proposed change.

b. The right to sell, give, mortgage, lease, subdivide, consolidate or otherwise convey all or any portion of, or interest in, the Development Area, provided that such conveyance shall be subject to the terms of this Conservation Easement and written notice thereof shall be provided to the Grantee.

c. Without limiting the generality of paragraphs 2.1.1 (a) and 2.1.1 (b) above, the Grantor specifically reserves and shall have the following rights:

(1) The right to maintain in the Development Area the existing main house and associated outbuildings that currently exist on the Protected Property and to construct in connection therewith and maintain additional outbuildings, a pool, access drives, landscaping, septic system, well, and other improvements and appurtenances.

(2) The right to maintain the house known as the "Everglades" that currently exists on the Protected Property and to construct in connection therewith and maintain additional outbuildings, a pool, access drive, landscaping, septic system, well, and other improvements and appurtenances.

(3) The right to construct to the west/northwest of the existing main house a single-family residential structure, together with accessory outbuildings, pool, access drives, landscaping, septic system, well, and other improvements and appurtenances. An institutional building, to house a nonprofit environmental educational institution, may be substituted for the said residential structure, provided that the Grantee shall have the right to approve the design, location, and other amenities associated therewith, which approval shall not be unreasonably withheld or delayed.

(4) The right to construct to the east/southeast of the existing main house a single-family residential structure, using traditional New England architecture, together with accessory outbuildings, pool, access drives, landscaping, septic system, well and other improvements and appurtenances. Said single family residential structure shall not exceed thirty (30) feet in height. For purposes hereof, building height shall be measured as specified in the applicable (at the time the building permit is obtained) Town of Durham zoning by-law, code or ordinance, provided, however, that if no such means of measuring building height is so specified, the height of the building shall be 30' from the average finished grade of the area upon which the building is being constructed to the mean roof elevation (one-half of the vertical distance from eave to ridge). Chimneys, other normal rooftop appurtenances such as television antennas and an unenclosed viewing area on the roof (such as a so-called "widow's walk") shall not be included within said height limitation.

(5) The right at any time and from time to time to repair, renovate, reconstruct, replace, improve, modify or expand each of the buildings, structures, landscaping and all other improvements and the appurtenances thereto which are presently or may hereafter be constructed, erected or installed in, under or upon the Development Area, inclusive; provided that such buildings, structures, improvements and appurtenances shall comply with applicable zoning law and regulation and shall be consistent with any applicable limitations set forth in this Conservation Easement.

(6) The right to dredge the man-made pond in Development Area and otherwise to undertake all other activities necessary or desirable to maintain said pond.

2.1.2 Prohibited Activities. The following activities are expressly prohibited in the Development Area.

- a. There shall be no planting of species known to be invasive.
- b. There shall be no construction of paved roads, unless such roads are constructed of reasonably pervious materials, such as brick pavers, crushed stone or pervious-type asphalt.
- c. There shall be no runoff, erosion, or drainage, which would have a materially adverse environmental impact on the Conservation Areas.
- d. There shall be no constructing or placing of a landing strip, mobile home, billboard or other advertising display, windmill or cell tower.

e. Pesticide and herbicide use and the use of fertilizer use shall be reasonably limited and applied so as to minimize the adverse environmental impact on the natural features of the Conservation Areas.

f. There shall be no storage (aside from temporary storage in appropriate containers or areas pending off-site disposal) or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substances, or toxic waste, nor any placement of underground storage tanks (other than septic or like tanks associated with subsurface sewage disposal systems) in, on, or under the Development Area.

g. Except for the installation and use of septic systems and water supply wells and the use of the man-made pond, water levels permitting, for irrigation purposes, there shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Development Area which would have a material adverse impact on water purity and/or flow in or over the Conservation Areas.

h. All buildings, structures improvements and appurtenances except for those associated with the aforesaid main house and the house which may be constructed to the east/southeast of the main house shall be sited or screened so as not to be visible from Great Bay.

2.2 Conservation Areas. Conservation Areas include all areas of the Protected Property, other than the area designated as the Development Area, and shall include the "Upper Fields" and the "Lower Fields", all as shown on the plan attached hereto as Exhibit B. Conservation Areas shall be managed under the Management Plan prepared by the Grantee and approved by the Grantor as provided in paragraph 3.3 below.

2.2.1 Prohibited Activities. Except as otherwise herein specifically provided, the following activities are expressly prohibited in a Conservation Area:

a. There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, mobile home, swimming pool, fence or sign (other than those required by the Grantee for appropriate management), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the premises.

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b. There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner.

c. There shall be no removal, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, use of fertilizers, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner.

d. There shall be no use of pesticides or biocides, including, but not limited to, insecticides, fungicides, rodenticides, and herbicides, and no use of devices commonly known as "bug-zappers".

e. There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Conservation Areas; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Conservation Areas or on property adjacent to the Protected Property if owned by the Grantor which could cause erosion or siltation on the Conservation Areas.

f. There shall be no construction of docks, no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Conservation Areas or on property adjacent to the Protected Property if owned by the Grantor, which would be detrimental to water purity and/or flow in or over the Protected Property.

g. There shall be no horseback riding or bicycle riding in the Lower Fields, and there shall be no operation in the Conservation Areas of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, or any other types of mechanized vehicles, except mechanized vehicles used for purposes of maintenance, repair and land conservation and management activities or for personal use in carrying permitted watercraft and other personal articles over the waterfront access route designated on the plan attached as Exhibit B. Additionally there shall be no launching of motorized boats, except as permitted in paragraph 2.2.2 (I) below. No commercial recreational use is permitted.

2.2.2 Grantors' Reserved Rights. Notwithstanding the provisions of paragraph 2.2.1 hereof, the Grantor hereby reserves and shall have the following rights:

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a. The right to undertake or continue any activity or use of the Conservation Areas not prohibited by this Conservation Easement. Prior to making any change in use of the Conservation Areas, the Grantor shall notify the Grantee in writing of the proposed change. The Grantee acknowledges that the Grantors' existing use of the Conservation Areas is not inconsistent with this Conservation Easement.

b. The right to sell, give, mortgage, lease, subdivide, consolidate or otherwise convey all or any portion of, or interest in, the Conservation Areas, provided such conveyance shall be subject to the terms of this Conservation Easement and written notice shall be provided to the Grantee.

c. The right to construct, maintain, repair, reconstruct, replace and modify, and to keep horses, in a fenced paddock in the "Upper Fields". For purposes of exercising this reserved right, the Grantor shall have the right to erect fencing.

d. The right to graze horses and sheep in the Upper Fields. Horses and other farm animals are not permitted in the "Lower Fields".

e. The right to cut and remove dead or diseased trees, shrubs, or plants and to cut firebreaks, subject to the prior written approval of the Grantee, provided that such approval shall not be required in case of emergency firebreaks.

f. The right to walk upon and throughout the Conservation Areas and to grant permission to others to walk upon and throughout said areas, including, without limitation, the right of access to walk the fields and shoreline granted to "Congdon" pursuant to the terms of the Warranty Deed from Robert G. Congdon, Trustee, to the Grantor dated July 8, 1999 and recorded in the Strafford County Registry of Deeds, Book 2122, Page 374 (the "Congdon Deed").

g. The right to cross the Upper Fields and Lower Fields with tractors and other farm equipment.

h. The right periodically to hay both the Upper Fields and Lower Fields at such times and intervals as are consistent with the Management Plan (see paragraph 3.3 below).

i. The right to conduct the maintenance, repair and land conservation and management activities specified in or contemplated by the Congdon Deed.

j. The right to install water supply wells to serve the Developed Area.

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k. The right to install subsurface sewage disposal system(s) to serve the Developed Area, provided, however, that no such system shall be located in the Lower Fields and any area disturbed by the construction of such system(s) shall be restored so as to achieve, over a reasonable restoration period, its original environmental integrity.

l. The right to access Great Bay for recreational purposes and for purposes of launching non-motorized boats (although said boats may carry auxiliary motors for purposes of navigating adverse winds, currents and tides) and small motorized launches, for the private use of the owners of all or a portion of the Protected Property and their invited guests. No commercial recreational use is permitted.

m. The right to cut and trim grasses, shrubs and woody species in the Upper and Lower Fields so that they do not block or otherwise obstruct the view of Great Bay from the Development Area.

2.3 The Protected Property may be divided, partitioned, subdivided and re-subdivided into not more than four (4) lots conforming to applicable zoning and subdivision control laws and regulations.

2.4 The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with the prior written permission of the Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

3. **Grantee's Rights.** To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Grantee by this Conservation Easement, the exercise of which rights shall be subject, however, to the other provisions of this Conservation Easement, including the Grantor's reserved rights set forth in paragraph 2 above:

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3.1 Preservation and Protection. The right to preserve and protect the conservation values of the Protected Property in accordance with the terms and provisions of this Conservation Easement.

3.2 Right of Entry. The right to enter the Protected Property at all reasonable times upon no less than twenty-four (24) hours prior notice and, if necessary, across other lands retained by the Grantor, for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Conservation Areas as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; (e) monitoring and management as described in paragraph 3.3 below; (f) conducting supervised visits to the Lower Fields for educational purposes or donor cultivation for groups of typically no more than twenty (20) persons; provided, however, that the Grantee shall obtain the prior permission of the Grantor before bringing groups onto the Lower Fields, which permission shall not be unreasonably withheld, and provided, further, that access by such groups to the Lower Fields shall be by means of a six foot wide path situated within a fifty foot (50') wide corridor abutting and following the easterly property line of the Protected Property. Limited access to the Lower Fields for purposes of nature observation or passive recreational uses by members of the general public may be permitted at the discretion of the Grantor with the prior permission of the Grantee. All requests either by groups or individuals must be directed to and approved by the Stewardship Director of the Grantee; (g) undertaking such activities as are outlined in the Grantee's Management Plan (see paragraph 3.3 below); and (h) parking for entry permitted pursuant to this paragraph, provided, however, that (i) such parking shall be limited to the area designated on the plan attached as Exhibit B; (ii) the Grantee shall, at the Grantee's expense, cause the said area for parking to be fenced and gated with a new, secured gate along Adams Point Road so as to prevent unauthorized parking and (iii) the Grantee shall provide a set of keys or access cards to such new, secured gate to the Grantor.

3.3 Monitoring and Management; Management Plan. The right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats in the Conservation Areas, and to manage them, if necessary,

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to ensure their continued presence and viability on the Protected Property. Such activities shall be in accordance with management practices of the Grantee, which may include but not be limited to mowing, fencing, trapping by non-lethal means, etc by the Grantee. Any such management activities shall be set forth in the written Management Plan prepared by the Grantee in consultation with the Grantor. The Grantor shall have the right to review and approve the Management Plan and all amendments and modifications thereto, which approval shall not be unreasonably withheld.

3.4 Enforcement. The right to prevent any use or activity on the Protected Property that is inconsistent with this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any such inconsistent use or activity.

3.5 Discretionary Consent. The Grantee's consent for activities otherwise prohibited under paragraph 2 above may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities prohibited under paragraph 2 are deemed desirable by the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations set forth in this paragraph. Grantee may give its permission only if it determines, in its sole discretion, that such activities (a) do not violate the purpose of this Conservation Easement and (b) either enhance or do not impair any significant conservation interests associated with the Protected Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any commercial or industrial structures or any commercial or industrial activities not otherwise provided for above.

4. Access. Except as permitted under (and subject to the limitations set forth in) paragraph 3.2 above, nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement.

5. Costs and Liabilities.

5.1 Grantor's Responsibility as to the Protected Property. Except to the extent that the Grantor shall be entitled to indemnification by the Grantee pursuant to paragraph 5.2 below or provision shall be made for the Grantee to fund the Land Management Account

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pursuant to the Land Management Funding Agreement of even date herewith by and between the Grantor and the Grantee, the Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property. The Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by the Grantor.

5.2 Indemnifications by Grantor and Grantee. The Grantor agrees to release, hold harmless, defend and indemnify the Grantee from and against any and all loss, liability, damage and expense, including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees, including reasonable attorneys' fees and court costs, which the Grantee may suffer or incur as a result of or arising out of the activities of the Grantor on the Protected Property. The Grantee agrees to release, hold harmless, defend and indemnify the Grantor from and against any and all loss, liability, damage and expense, including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees, including reasonable attorneys' fees and court costs, which the Grantor may suffer or incur as a result of or arising out of the activities of the Grantee or the Grantee's officers, directors, employees, agents or invitees, including, without limitation, any individuals or groups brought, or authorized to be, on Protected Property by or through the Grantee. The Grantee shall obtain and maintain in force comprehensive general liability insurance in limits of not less than Five Million Dollars (\$5,000,000.00) issued by a company authorized to do business and in good standing in the State of New Hampshire, which insurance shall name the Grantor as an additional insured. No such policy of insurance shall be modified or terminated without at least thirty (30) days advance written notice to the Grantor, and the Grantee shall promptly provide to the Grantor a certificate evidencing said insurance and all renewals or policies in replacement thereof.

5.3. Limitations on the Obligations of Grantor. Notwithstanding the provisions of paragraphs 5.1 and 5.2 above, if portions of the Protected Property are owned separately, then each owner of a portion of the Protected Property shall only be responsible and/or liable under paragraphs 5.1 and 5.2, or otherwise under this Conservation Easement, on account of the portion of the Protected Property that such owner owns and shall not be responsible or liable for or on account of any non-owned portion of the Protected Property. Therefore, each such owner's responsibility and liability under the terms of this Conservation

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Easement shall relate solely to that portion of the Protected Property that such owner actually owns.

6. **Taxes.** The Grantor agrees to pay any real estate taxes or other assessments levied on the Protected Property. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien created against the land is to be executed upon, the Grantee, at its option, shall, after written notice to the Grantor, have the right to pay funds to discharge said lien for delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement. Upon payment by the Grantee to release or discharge such lien for delinquent taxes or assessments, the Grantee, at its option, may place a lien on the Protected Property to secure the repayment thereof from the Grantor.

7. **Title.** The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that the Protected Property is free and clear of any and all encumbrances, except as noted in the real estate description attached hereto as Exhibit A.

8. **Hazardous Waste.** The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance (other than naturally occurring) or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks, except for the septic tanks serving the subsurface sewage disposal systems located on the Protected Property.

9. **Grantee's Remedies.** In the event that the Grantee becomes aware of a violation of the terms of this Conservation Easement, the Grantee shall give notice to the Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation. The Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant. Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be reasonably requested by Grantee within thirty (30) days after receipt of such notice shall entitle the Grantee to bring an action at law or equity in a court of competent jurisdiction (unless the Grantor has commenced to cure within thirty (30) days and is taking steps towards diligent completion of the corrective action) to enforce the terms of this Conservation Easement; to enjoin such non-compliance by ex

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parte temporary or permanent injunction; and/or to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantee, in its sole discretion, to corrective action on the Protected Property. Notwithstanding the foregoing, in no event shall a party owning a portion of the Protected Property be liable on account of violations by an owner of another portion of the Protected Property, nor shall any owner of a portion of the Protected Property be liable on account of the acts of his or her successor in title after having conveyed his or her ownership interest in the Protected Property. If, subject to the limitations of the immediately preceding sentence, such court determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of corrective action undertaken by the Grantee, court costs and reasonable attorneys fees, in addition to any other payments ordered by such court. The Grantor and each successor in title to the Grantor is only responsible for violations which occur during the period of his/her ownership.

9.1 Emergency Enforcement. If the Grantee, in the exercise of good faith, reasonable discretion, determines that a violation of this Conservation Easement requires immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, the Grantee may pursue its remedies under this paragraph without prior notice to the Grantor and without waiting for the Grantor's cure period to expire.

9.2 Failure to Act or Delay. The Grantee does not waive or forfeit the right to take such action as may be necessary to insure compliance with this Conservation Easement by any prior failure to act, and the Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

9.3 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's reasonable control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by unauthorized wrongful acts of third persons, at the Grantee's option, the Grantor agrees to assign its right of action to the Grantee, to join in any suit, and/or to appoint the Grantee its attorney-in-fact for the purposes of pursuing enforcement action.

10. **Parties Subject to Easement.** The covenants agreed to and the terms, conditions, and restrictions imposed by this Conservation Easement shall not only be binding upon the Grantor, but also its lessees, agents, personal representatives, successors and assigns, and all other successors to the Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property.

11. **Subsequent Transfers.** The Grantor agrees that the terms, conditions and restrictions of this Conservation Easement or reference thereto will be inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and the Grantor further agrees to notify the Grantee of any pending transfer at least thirty (30) days in advance; provided, however, that the failure to so notify the Grantee as herein provided shall not void or render voidable the transfer involved.

12. **Merger.** The Grantor and the Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Protected Property.

13. **Assignment.** The parties hereto recognize and agree that the benefits of this easement are in gross and assignable, and the Grantee for its successors and assigns hereby covenants and agrees that in the event it transfers or assigns the easement it holds under this indenture, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance.

14. **Extinguishment.** The Grantor hereby agrees that at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee, with a fair market value of said Conservation Easement as of the date of the conveyance that is at least equal to the proportionate value that this Conservation Easement at the time of the conveyance bears to the fair market value of the Protected Property as a whole at that time.

That proportionate value of the Grantee's property rights shall remain constant unless the Grantor or any successor or assign of the Grantor, including any successor in title to all or part of the Protected Property, undertakes permitted improvements under this Conservation Easement, the fair market value of which, together with any increase in the value of the land on account thereof, shall be added to adjust the Grantor's proportionate value at the time of extinguishment. When a change in conditions takes place which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, upon a subsequent sale, exchange or involuntary conversion of the Protected Property, shall be entitled to a portion of the proceeds equal to that proportionate value of the Conservation Easement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in and defined under P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder.

15. Eminent Domain. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value (as adjusted as provided in paragraph 14 hereof) of the Grantee's and the Grantor's interests, and the Grantee's proceeds shall be used as specified above. All expenses incurred by the Grantor and the Grantee in such action shall be paid out of the recovered proceeds.

16. Miscellaneous Provisions.

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

16.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the

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masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantee" shall include The Nature Conservancy and its successors and assigns.

16.3 Binding Effect. The terms and conditions of this Conservation Easement shall apply and bind the Grantor and the Grantee and their respective heirs, executors, administrators, successors and assigns.

16.4 Re-recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement; for such purpose, the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

16.5 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

16.6 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

16.7 Notices. Any notices required in this Conservation Easement shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing:

Grantor: Alan J. Borner and Chrisanne Spadoro Borner
36 Adams Point Road
Durham, New Hampshire 03824

Grantee: The Nature Conservancy
4245 N. Fairfax Drive
Arlington, Virginia 22203 and

New Hampshire Field Office
2 1/2 Beacon Street, #6
Concord, New Hampshire 03301

16.8 Governing Law; Interpretation. This Conservation Easement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire without regard to its principles of conflicts of law.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Grantee forever.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed and sealed this document as of the day and year first above written.

WITNESS:

GRANTOR

Robert S. Miller

[Signature]
ALAN J. BORNER

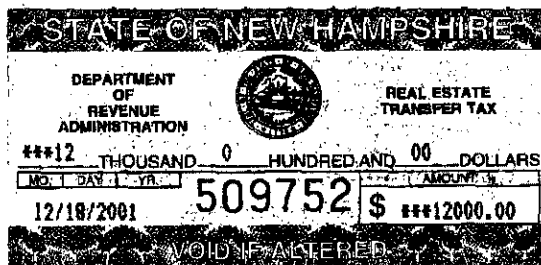
Robert S. Miller

Christanne Spadoro Borner
CHRISANNE SPADORO BORNER

GRANTEE
THE NATURE CONSERVANCY

Doris M. O'Bara

[Signature]
By: DARYL BUCKNETT
Its: STATE DIRECTOR, NH

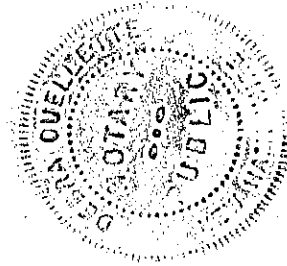


BK 2428PG0117

STATE OF NH)
COUNTY OF Strafford) SS.

On this 7 day of December, 2001, before me personally appeared Alan J. Borner, to me personally known, who, being by me duly sworn, did depose and say that he is the person named in the foregoing instrument, and acknowledged said instrument to be his free act and deed.

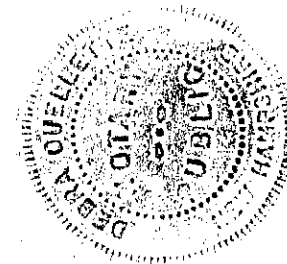
Debra L. Ouellette
Notary Public
My Commission Expires:
DEBRA OUELLETTE, Notary Public
My Commission Expires May 23, 2006



STATE OF NH)
COUNTY OF Strafford) SS.

On this 7 day of December, 2001, before me personally appeared Chrisanne Spadoro Borner, to me personally known, who, being by me duly sworn, did depose and say that she is the person named in the foregoing instrument, and acknowledged said instrument to be her free act and deed.

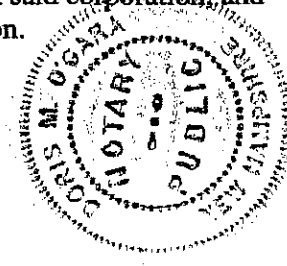
Debra L. Ouellette
Notary Public
My Commission Expires:
DEBRA OUELLETTE, Notary Public
My Commission Expires May 23, 2006



STATE OF N.H.)
COUNTY OF) SS: Merrimack

On this 12th day of December, 2001, before me personally appeared Daryl Burtrett, to me personally known, who, being by me duly sworn did say that he is the State Director of The Nature Conservancy, the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

Joris M. O'Gara
Notary Public
My Commission Expires:



BK 428PG0118

Exhibit A

UPPER FIELD LEGAL DESCRIPTION

BEGINNING AT A DRILL HOLE AT THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL, SAID DRILL HOLE LYING SOUTHERLY OF ADAMS' POINT ROAD IN THE TOWN OF DURHAM, COUNTY OF STRAFFORD AND STATE OF NEW HAMPSHIRE;
 THENCE ALONG THE "DEVELOPMENT AREA" AS SHOWN ON THE HEREINAFTER MENTIONED PLAN, THE FOLLOWING THREE COURSES;
 SOUTH 89°18'44" EAST, A DISTANCE OF 63.97' TO A 5/8" RE-BAR;
 THENCE SOUTH 50°36'43" EAST, A DISTANCE OF 429.88' TO A 5/8" RE-BAR;
 THENCE SOUTH 67°05'59" EAST, A DISTANCE OF 179.32' TO A POINT;
 THENCE ALONG THE "LOWER FIELD" AS SHOWN ON THE HEREINAFTER MENTIONED PLAN, THE FOLLOWING FIVE COURSES;
 SOUTH 75°50'29" WEST, A DISTANCE OF 238.87' TO A POINT;
 THENCE NORTH 59°24'10" WEST, A DISTANCE OF 148.43' TO A POINT;
 THENCE NORTH 63°23'16" WEST, A DISTANCE OF 226.19' TO A POINT;
 THENCE NORTH 20°46'48" EAST, A DISTANCE OF 148.27' TO A 5/8" RE-BAR;
 THENCE NORTH 31°16'31" WEST, A DISTANCE OF 100.93' TO THE DRILL HOLE AT THE POINT OF BEGINNING.
 SAID AREA IS SHOWN AS "UPPER FIELD" ON A PLAN ENTITLED "EXHIBIT B, CONSERVATION EASEMENT PLAN FOR THE NATURE CONSERVANCY, ADAMS' POINT ROAD, DURHAM, NEW HAMPSHIRE" DATED AUGUST 13, 2001 BY DOUCET SURVEY, INC.

RECORDED AS PLAN
 64-26

2428PG0119

LOWER FIELD LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF ADAMS' POINT ROAD, AT THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND AT THE NORTHWESTERLY CORNER OF TAX MAP 20 LOT 10-2 AS SHOWN ON THE HEREINAFTER MENTIONED PLAN, IN THE TOWN OF DURHAM, COUNTY OF STRAFFORD AND STATE OF NEW HAMPSHIRE;

THENCE IN VARIOUS COURSES, SOUTHWESTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHEASTERLY, AND AGAIN SOUTHWESTERLY ALONG SAID TAX MAP 20 LOT 10-2, TO CROMMET CREEK;

THENCE GENERALLY WESTERLY AND NORTHWESTERLY BY SAID CROMMET CREEK TO THE SOUTHERLY-MOST CORNER OF TAX MAP 20 LOT 9-2 AS SHOWN ON THE HEREINAFTER MENTIONED PLAN;

THENCE IN VARIOUS COURSES IN A GENERALLY NORTHEASTERLY DIRECTION ALONG SAID MAP 20 LOT 9-2 TO A POINT IN A STONE WALL AT THE "DEVELOPMENT AREA" AS SHOWN ON THE HEREINAFTER MENTIONED PLAN;

THENCE ALONG SAID "DEVELOPMENT AREA" THE FOLLOWING EIGHT COURSES;

ALONG A STONE WALL, SOUTH 40°31'08" EAST, A DISTANCE OF 7.34' TO A POINT;

THENCE CONTINUING ALONG SAID STONE WALL, SOUTH 38°08'14" EAST, A DISTANCE OF 203.52' TO A POINT;

THENCE CONTINUING ALONG SAID STONE WALL, SOUTH 28°56'44" EAST, A DISTANCE OF 38.40' TO A POINT;

THENCE CONTINUING ALONG SAID STONE WALL, SOUTH 43°10'30" EAST, A DISTANCE OF 58.21' TO A POINT;

THENCE CONTINUING ALONG SAID STONE WALL, NORTH 63°27'11" EAST, A DISTANCE OF 25.72' TO A POINT;

THENCE CONTINUING ALONG SAID STONE WALL, NORTH 77°12'20" EAST, A DISTANCE OF 19.97' TO A POINT;

THENCE SOUTH 71°30'31" EAST, A DISTANCE OF 10.20' TO A POINT;

THENCE SOUTH 86°52'54" EAST, A DISTANCE OF 23.20' TO A DRILL HOLE AT THE "UPPER FIELD" AS SHOWN ON THE HEREINAFTER MENTIONED PLAN;

THENCE ALONG SAID "UPPER FIELD" THE FOLLOWING FIVE COURSES;

SOUTH 31°16'31" EAST, A DISTANCE OF 100.93' TO A 5/8" RE-BAR;

THENCE ALONG A WIRE FENCE, SOUTH 20°46'48" WEST, A DISTANCE OF 148.27' TO A POINT;

THENCE CONTINUING ALONG SAID WIRE FENCE, SOUTH 63°23'16" EAST, A DISTANCE OF 226.19' TO A POINT;

THENCE CONTINUING ALONG SAID WIRE FENCE, SOUTH 59°24'10" EAST, A DISTANCE OF 148.43' TO A POINT;

BK 2428 PG 0120

THENCE CONTINUING ALONG SAID WIRE FENCE, NORTH 75°50'29" EAST, A DISTANCE OF 238.87' TO A POINT AT THE SAID "DEVELOPMENT AREA".

THENCE ALONG SAID "DEVELOPMENT AREA" THE FOLLOWING SIX COURSES:

THENCE SOUTH 67°05'59" EAST, A DISTANCE OF 81.80' TO A 5/8" RE-BAR;

THENCE NORTH 55°16'36" EAST, A DISTANCE OF 229.22' TO A DRILL HOLE IN A STONE WALL;

THENCE ALONG SAID STONE WALL, NORTH 81°44'26" EAST, A DISTANCE OF 192.03' TO A DRILL HOLE;

THENCE NORTH 36°25'24" EAST, A DISTANCE OF 16.74' TO A 5/8" RE-BAR;

THENCE NORTH 23°55'21" EAST, A DISTANCE OF 100.71' TO A 5/8" RE-BAR;

THENCE CONTINUING ALONG SAID LINE NORTH 23°55'21" EAST, A DISTANCE OF 14.71' TO ADAMS' POINT ROAD;

THENCE IN A GENERALLY EASTERLY DIRECTION ALONG SAID ADAMS' POINT ROAD, TO THE POINT OF BEGINNING.

SAID AREA IS SHOWN AS "LOWER FIELD" ON A PLAN ENTITLED "EXHIBIT B, CONSERVATION EASEMENT PLAN FOR THE NATURE CONSERVANCY, ADAMS' POINT ROAD, DURHAM, NEW HAMPSHIRE" DATED AUGUST 13, 2001 BY DOUCET SURVEY, INC.

*RECORDED AS PLAN
64-26*

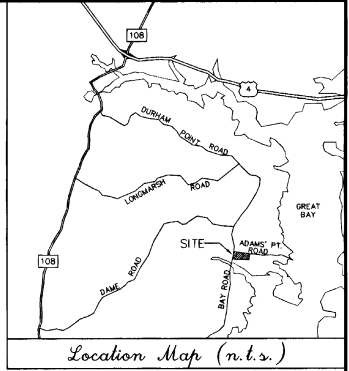
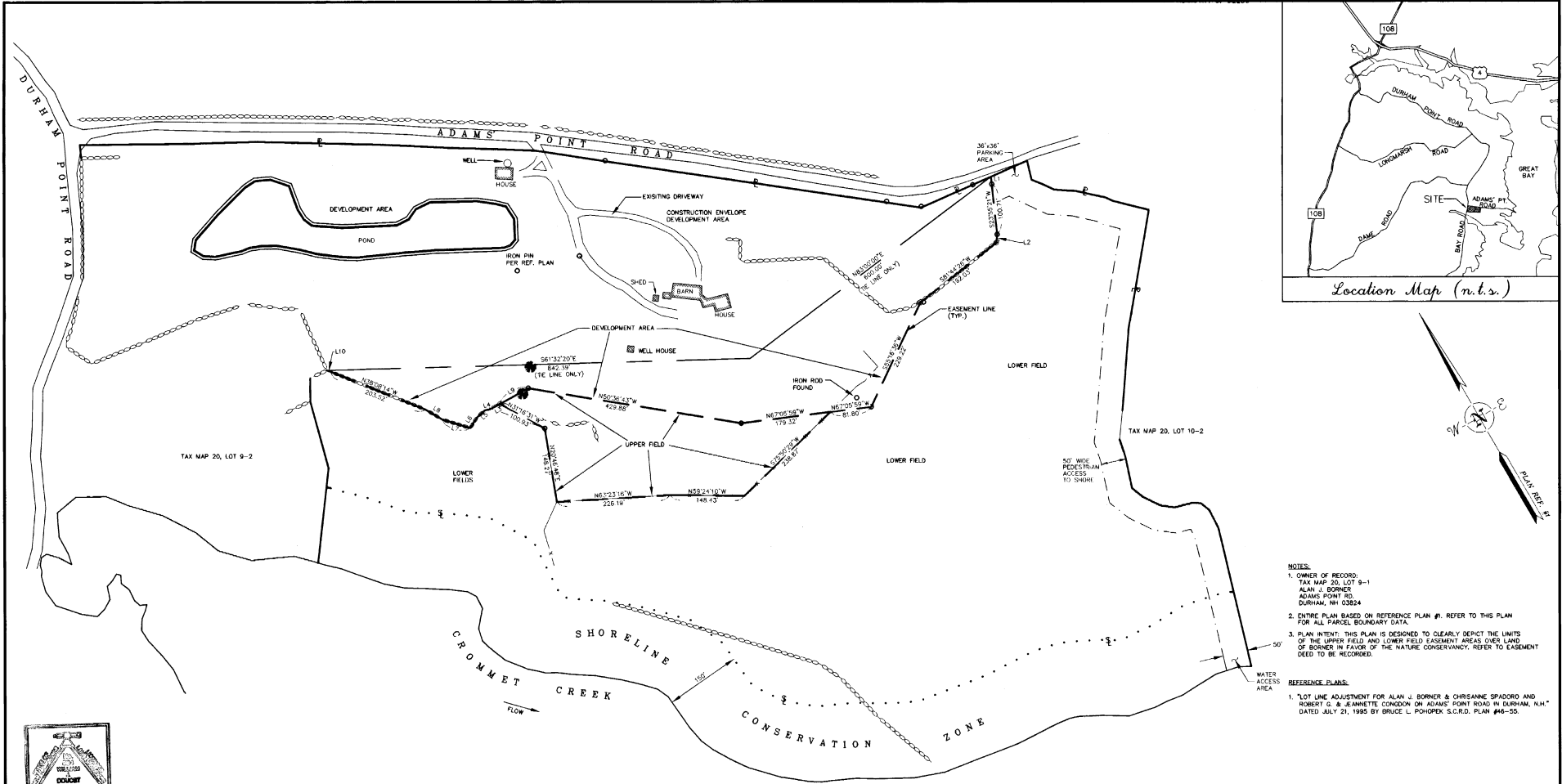
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OVERALL PARCEL LEGAL DESCRIPTION

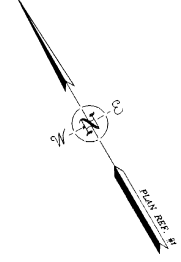
BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF ADAMS' POINT ROAD, AT THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND AT THE NORTHWESTERLY CORNER OF TAX MAP 20 LOT 10-2 AS SHOWN ON THE HEREAFTER MENTIONED PLAN, IN THE TOWN OF DURHAM, COUNTY OF STRAFFORD AND STATE OF NEW HAMPSHIRE;
 THENCE IN VARIOUS COURSES, SOUTHWESTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHEASTERLY, AND AGAIN SOUTHWESTERLY ALONG SAID TAX MAP 20 LOT 10-2, TO CROMMET CREEK;
 THENCE GENERALLY WESTERLY AND NORTHWESTERLY BY SAID CROMMET CREEK TO THE SOUTHERLY-MOST CORNER OF TAX MAP 20 LOT 9-2 AS SHOWN ON THE HEREAFTER MENTIONED PLAN;
 THENCE IN VARIOUS COURSES IN A GENERALLY NORTHEASTERLY DIRECTION ALONG SAID MAP 20 LOT 9-2 TO A POINT IN A STONE WALL;
 THENCE IN VARIOUS COURSES, NORTHERLY, WESTERLY, AND NORTHWESTERLY ALONG SAID STONE WALL AND ALONG SAID MAP 20 LOT 9-2 TO DURHAM POINT ROAD;
 THENCE ALONG DURHAM POINT ROAD IN A NORTHEASTERLY DIRECTION TO ADAMS POINT ROAD;
 THENCE IN VARIOUS COURSES, SOUTHEASTERLY AND EASTERLY ALONG ADAMS POINT ROAD TO THE POINT OF BEGINNING.
 REFERENCE IS HEREBY MADE TO A PLAN ENTITLED "EXHIBIT B, CONSERVATION EASEMENT PLAN FOR THE NATURE CONSERVANCY, ADAMS' POINT ROAD, DURHAM, NEW HAMSPHIRE" DATED AUGUST 13, 2001 BY DOUCET SURVEY, INC.

*RECORDED AS PLAN
64-26*

BK 2428 PG 0122



Location Map (n.t.s.)



- NOTES:**
- OWNER OF RECORD:
TAX MAP 20, LOT 9-1
ALAN J. BORNER
ADAMS POINT RD.
DURHAM, NH 03824
 - ENTIRE PLAN BASED ON REFERENCE PLAN #1. REFER TO THIS PLAN FOR ALL PARCELS BOUNDARY DATA.
 - PLAN INTENT: THIS PLAN IS DESIGNED TO CLEARLY DEPICT THE LIMITS OF THE UPPER FIELD AND LOWER FIELD EASEMENT AREAS OVER LAND OF BORNER IN FAVOR OF THE NATURE CONSERVANCY. REFER TO EASEMENT DEED TO BE RECORDED.

- REFERENCE PLANS:**
- "LOT LINE ADJUSTMENT FOR ALAN J. BORNER & CHRISANNE SPADARO AND ROBERT G. & JEANETTE CONDON ON ADAMS' POINT ROAD IN DURHAM, N.H." DATED JULY 21, 1995 BY BRUCE L. POHOPEK S.C.R.D. PLAN #48-55.



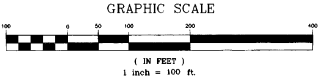
I certify that this survey plot is not a subdivision pursuant to this title and that the lines of streets and ways shown are those of public or private streets or ways already established and that no new ways are shown.

L.L.S. #824
12-11-01
DATE

The certifications shown hereon are intended to meet registry of deed requirements and are not a certification to title or ownership of property shown. Owners of adjoining properties are according to current town assessors records.

NO.	DATE	DESCRIPTION	BY

OWNER(S) SIGNATURE(S)	DATE



- LEGEND**
- PROPERTY LINES PER REF. PLAN
 - WIRE FENCE
 - EASEMENT LINE
 - TREE LINE
 - STONE WALL
 - RIGHT OF WAY
 - 5/8" RE-BAR TO BE SET

LINE	BEARING	LENGTH
L1	N 23°25'24" E	14.71
L2	N 36°25'24" E	16.74
L3	N 86°52'54" W	23.20
L4	S 71°26'31" E	10.20
L5	N 77°52'20" E	19.97
L6	N 63°27'11" E	25.72
L7	S 43°30'50" E	58.27
L8	S 28°26'44" E	38.40
L9	S 89°18'44" E	63.97
L10	N 40°20'08" W	7.34

EXHIBIT B
CONSERVATION EASEMENT PLAN
FOR
THE NATURE CONSERVANCY
ADAMS' POINT ROAD
DURHAM, NEW HAMPSHIRE

DRAWN BY: *AJJ* DATE: **AUG. 13, 2001**
CHECKED BY: *WJD* DRAWING NO.: **1271A**
JOB NO.: **1271** SHEET **1** OF **1**



010372

95 SEP -1 PM 3:58
REGISTERED DEEDS
STATE OF NORTH CAROLINA

- = PEDESTRIAN ACCESS TO STORE
 - = LOT LINE
 - = UPPER FIELD
 - = DEVELOPMENT AREA
- 12/11/12 - KMH

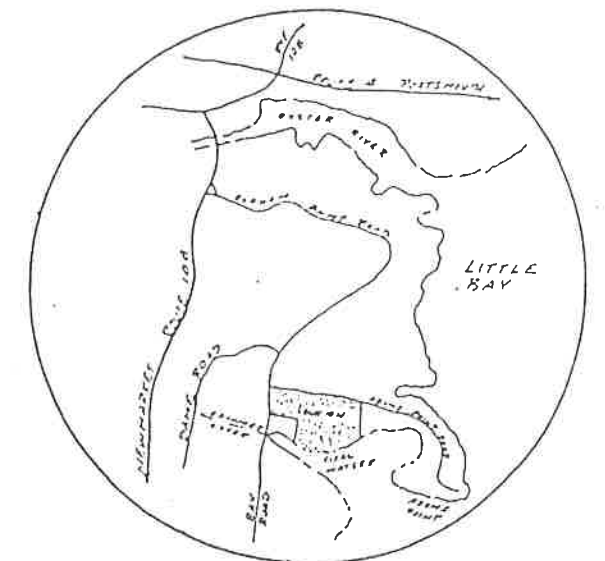
11.27 ACRE PARCEL

NOTE: THE DRIVEWAY EASEMENT OVER THE CONDOMinium PROPERTY FOR THE BENEFIT OF ALAN BORNER & CHRISANNE SPADARO SHALL BE 30' WIDE, 15' EACH SIDE OF THE CENTER LINE OF THE EXISTING DRIVE UNLESS THE DRIVEWAY FORMS AS SHOWN. AT THAT POINT THE OUTER LIMITS OF THE EASEMENT SHALL BE 15' FROM THE CENTER LINE OF EACH DRIVE UNTIL THE NEW PROPERTY LINE AS SHOWN.

REFERENCE PLANS
 S.C.R.D. PLAN 21A-9 TITLE: PLAN OF LAND FOR ROBERT G. CONGDON IN DURHAM, N.H. BY SEACREST ENG. ASSOC. INC. SCALE 1"=100' DATE JAN 18, 1980
 S.C.R.D. PLAN 24-26 TITLE: PLAN OF LAND FOR ROBERT G. CONGDON IN DURHAM, N.H. BY SEACREST ENG. ASSOC. INC. SCALE 1"=100' DATE JAN 3, 1983.

TAX MAP 20-11-1 EDWARD VON BRIESEN
 133 HORSESHOE ROAD
 HILL NECK, N.Y. 11765

THIS STRIP OWNED BY THE STATE OF N.H. BEEN & SAME DIMENSION PER RECORDED PLAN SEE INSTRUMENT BOOK 74 PG 72 AS SHOWN IN BOOK 87 PG 122 TO BRANT POINT ROAD.



LOCATION MAP NOT TO SCALE

LEGEND

- EXISTING STONE WALL
- EXISTING FENCE LINE
- F.P.
- PER RECORDED PLAN
- P.R.P.
- S.C.R.D. PLAN 24-26
- PER RECORDED PLAN
- INTEREST WITH/UNDER COMPLETION
- PRESENT AS DELIVERED BY P.R.P.

APPROVED FOR RECORD

CERTIFIED BY: *Edwin P. King* DATE: Aug. 29, 1995

CROMMET & LUBBERLAND CREEKS (Borner)

Survey Map
 1" = 200±'
 July 21, 1995

Page 11

LOT LINE ADJUSTMENT FOR

ALAN J. BORNER & CHRISANNE SPADARO
 -AND-
 ROBERT G. & JEANNETTE CONGDON
 ON
 ADAMS' POINT ROAD
 IN
 DURHAM, N. H.

JULY 21, 1995

SCALE 1"=100'

I CERTIFY THAT THIS SURVEY WORK AND PLAN WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION.

TESTED BY
 BRUCE L. WILSON, LAND SURVEYOR
 FARMINGTON, N. H.

REGISTERED 7/21/95 - BP
 PERMITS 0110/195 - BP

- SOUTHWESTERLY ADJUTORS CROSS CROMMET CREEK
- TAX MAP 20-B-2: JOSEPH & MARY LOUISE DANAHY
100 OLD BEACH RD. RYE N.H. 03870
 - TAX MAP 20-B-3: CARLYLE RANDALL & DWIGHT CHASE
KENNINGTON RD. HAMPDEN FALL N.H.
 - TAX MAP 20-B-7: BARBARA COLVERNE
RD 1 BAY ROAD DURHAM N.H.

OWNER'S OF RECORD OF LOT LINE ADJUSTMENT: ROBERT G. & JEANNETTE CONGDON
 25 NEWMARKET ROAD
 DURHAM, N.H.
 CHRISANNE SPADARO & ALAN BORNER
 55 ADAMS' POINT ROAD
 DURHAM, N. H.

THIS PROPERTY IS SUBJECT TO ANY AND ALL R.I.W.'S, EASEMENTS & AGREEMENTS AS NOW OR HEREIN, WHETHER OR NOT SHOWN OR REFERRED TO ON THIS PLAN.

SURVEY WORK CONDUCTED BY THIS OFFICE IS FOR THE 6.17 ACRE PARCEL. ALL OTHER DATA SHOWN ON THIS PLAN WAS TAKEN FROM RECORDED PLANS S.C.R.D. PLANS 21A-9 & 24-26. THESE SURVEYS WERE DONE FOR ROBERT CONGDON BY SEACREST ENG. ASSOC. INC.

BOUNDARY LINE SURVEY CONDUCTED BY THIS OFFICE WAS DONE BY THEODOLITE AND EDM. ERROR OF CLOSURE DOESN'T EXCEED 1/10,000.

FILE B24-800 FB 57 PG 3