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Blackstone Title Company, LLC
10 Commerce Park North, Suite 13B
Bedford, New Hampshire 03110

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
XX THOUSAND XX HUNDRED AND 40 DOLLARS
042806 768525 $ 40.00
VOID IF ALTERED

2006 APR 28 PM 1:46 025326

ROCKINGHAM COUNTY REGISTRY OF DEEDS

Grant and Relinquishment of Certain Easement Rights

This Grant and Relinquishment of Certain Easement Rights is granted on April 26, 2006, by and between Dorothy B. Haughton, Trustee of the Dorothy B. Haughton 1994 Revocable Trust ("Landowner") with a mailing address of 298 Piscassic Road, PO Box 157, Newfields, NH 03856, the Rockingham Land Trust ("RLT") with a mailing address of 8 Center Street, PO Box 675, Exeter, NH 03833, and the Town of Newfields ("Town") with a mailing address of PO Box 300, Newfields, NH 03856. and pertains to certain land situated in Newfields, County of Rockingham, State of New Hampshire.

Recitals

A. Reference is made to that certain Modification of Agreement and Partial Waiver of Restriction by and between Dorothy B. Haughton, Trustee of the Dorothy B. Haughton 1994 Revocable Trust and Joseph Falzone, Trustee of Halls Mill Road Realty Trust ("Falzone") or its assignee dated April 11, 2005 and recorded with the Rockingham County Registry of Deeds, Book 4467 Page 2664 on April 20, 2005 ("Access Easement") which encumbers land identified as "Proposed Map 211, Lot 2.1" on Plan D-33554 at the Rockingham County Registry of Deeds.

B. Reference is made to that certain Confirmatory Modification of Agreement and Partial Waiver of Restriction by and between Dorothy B. Haughton, Trustee of the Dorothy B. Haughton 1994 Revocable Trust ("Landowner") and Joseph Falzone, Trustee of Halls Mill Road Realty Trust ("Falzone") dated April 24, 2006 and recorded with the Rockingham County Registry of Deeds herewith ("Confirmatory Agreement") whereby the location of the Access Easement was confirmed.

C. Reference is made to that certain Deed granted by Joseph Falzone, Trustee of Halls Mill Road Realty Trust u/d/t dated June 28, 2000 to Dorothy B. Haughton, Trustee of the Dorothy B. Haughton 1994 Revocable Trust under Declaration of Trust dated July 1, 1994, dated April 24, 2006, depicted as Tax Map 211, Lot 2.1 on Plan D-33692, and recorded with the Rockingham County Registry of Deeds herewith, whereby Falzone conveyed 12.998 acres of land to Haughton and reserved a perpetual, non-exclusive 50' Right-of-Way over that land ("50' Reserved Right of Way").

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D. Reference is made to that certain Conservation Easement granted by Dorothy B. Haughton and Joseph Falzone, Trustee of the Halls Mill Road Realty Trust and Washington North Realty Corporation to The Town of Newfields dated April 24, 2006 and recorded with the Rockingham County Registry of Deeds herewith ("Conservation Easement") whereby the property covered by said Conservation Easement is retained forever as important frontage on the Piscassic River and forested uplands, riverine and wetlands and wildlife habitat, and any use of the said property that will significantly impair or interfere with the conservation attributes of said property is forever prohibited.

E. Reference is made to a certain conservation easement deed granted by Dorothy B. Haughton, Trustee of the Dorothy B. Haughton 1994 Revocable Trust to the Town of Newfields, dated April 25, 2006 and recorded with the Rockingham Country Registry of Deeds herewith, whereby Haughton granted a Conservation Easement on approximately 11.060 acres of land together with the benefit of a 50' Wide Stewardship Easement and a 50' Wide Access Easement.

F. Reference is made to that certain Deed granted by Dorothy B. Haughton ("Haughton"), Trustee of the Dorothy B. Haughton 1994 Revocable Trust to the Rockingham Land Trust, Inc., dated April 26, 2006 and recorded with the Rockingham County Registry of Deeds herewith, whereby Haughton conveyed approximately 21.673 acres of land ("Hill Pasture") to the Rockingham Land Trust, Inc., subject to the Conservation Easement and benefited by the Access Easement, Confirmatory Agreement, and 50' Reserved Right of Way.

G. Reference is made to that certain Deed granted by Joseph Falzone, Trustee of Halls Mill Road Realty Trust, dated June 28, 2000 and recorded June 29, 2000 and Washington North Realty Corporation to the Rockingham Land Trust, Inc., dated April 24, 2006 and recorded with the Rockingham County Registry of Deeds herewith, whereby Falzone and Washington North Realty Corporation conveyed approximately 294.738 acres of land (this land and the Hill Pasture are collectively hereinafter referred to as "Conservation Land") to the Rockingham Land Trust, Inc. subject to the Conservation Easement and benefited by the Access Easement, Confirmatory Agreement, and 50' Reserved Right of Way.

H. The Access Easement, Confirmatory Agreement, and 50' Reserved Right of Way (collectively hereinafter referred to as the "Easement") provide access to the Conservation Land.

I. RLT and Town now desire to relinquish certain rights granted to them and their successors and assigns via the Easement and to limit the use of the access to the Conservation Land, and Dorothy B. Haughton, Trustee of the Dorothy B. Haughton 1994 Revocable Trust, now desires to grant certain temporary easement access over Newfields Tax Map 211, Lot 1.

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Agreement

NOW THEREFORE, in consideration of ten dollars ($10.00), and other good and valuable consideration now paid to RLT and Town by Landowner, the receipt of which is hereby acknowledged, RLT and Town do hereby relinquish for themselves and their successors and assigns forever the following rights and privileges; located in the Town of Newfields, NH

1. In reference to the Easement burdening Newfields Tax Map 211, Lot 2.1, said Easement labeled as "50' Wide Access Easement" on Plan D-33692 recorded at the Rockingham County Registry of Deeds, RLT and Town agree to, and hereby do, relinquish any and all of their rights granted to them pursuant to the Easement, except for the uses and rights listed below which are hereby expressly preserved and remain in full force and effect:

    A. The use of the Easement area for access (vehicular or otherwise) to the Conservation Land for any and all management and stewardship purposes in connection with the Conservation Land.
    B. The use of the Easement area for access (vehicular or otherwise) to the Conservation Land for maintaining and preserving said property in accordance with the terms and conditions of the Conservation Easement.
    C. The use of the Easement area for access (vehicular or otherwise) to the property protected by the Conservation Easement for monitoring said property.
    D. The use of the Easement area for access (vehicular or otherwise) to the Conservation Land for public safety purposes.
    E. The use of the Easement area for recreational access between the Rail Road R.O.W. and the Conservation Land by the general public, as permitted in the Conservation Easement Deed granted by Dorothy B. Haughton to the Town of Newfields and recorded at the Rockingham County Registry of Deeds herewith.
    F. The use of the Easement area for snowmobiling between the Rail Road R.O.W. and the Conservation Land by the general public.

2. In reference to the Easement burdening Newfields Tax Map 211, Lot 1, said Easement labeled as "50' Wide Stewardship Easement" on Plan D-33692 recorded at the Rockingham County Registry of Deeds herewith, RLT and Town agree to, and hereby do, relinquish any and all of their rights granted to them pursuant to the Easement, except for the uses and rights listed below which are hereby expressly preserved and remain in full force and effect:
    A. The use of the Easement area for access (vehicular or otherwise) to the Conservation Land for any and all management and stewardship purposes in connection with the Conservation Land.
    B. The use of the Easement area for access (vehicular or otherwise) to the Conservation Land for maintaining and preserving said property in accordance with the terms and conditions of the Conservation Easement.
    C. The use of the Easement area for access (vehicular or otherwise) to the Conservation Land for public safety purposes.

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3. In reference to the Easement burdening Newfields Tax Map 211, Lot 1, said Easement labeled as "50' Wide Stewardship Easement" on Plan D-33692, Dorothy B. Haughton, Trustee of the Dorothy B. Haughton 1994 Revocable Trust does hereby grant temporary easement access over the existing farm or woods road shown on the Plan extending from Piscassic Road (Route 87) in said Newfields to the former railroad right of way to be used in accordance with the provisions of paragraph 2.A., B. and C. above until such time as said Trustee, her successors or assigns develops a driveway within the 50' Wide Stewardship Easement to access Newfields Tax Map 212, Lot 2.1. Vehicular parking shall be permitted on the Trust's property situated between the garage and house as shown on the Plan. Upon the construction of such driveway this temporary easement shall terminate.

Dorothy B. Haughton, Trustee of the
Dorothy B. Haughton 1994
Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM April 26 2006

Personally appeared, **Dorothy B. Haughton,** Trustee, known to me, or satisfactorily proven through satisfactory evidence of identification to be the person whose name is subscribed to the foregoing and acknowledged that she executed the same for the purposes therein contained in her capacity as **Trustee of the Dorothy B. Haughton 1994 Revocable Trust.**

Before me,

Print or Type Name: Lynn D Morse
~~Justice of the Peace~~/Notary Public
My Commission Expires:

LYNN D. MORSE NOTARY PUBLIC My Commission Expires February 6, 2007 NEW HAMPSHIRE

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Rockingham Land Trust

By: Joanna Pellerin
Title: President of the Board

STATE OF NEW HAMPSHIRE

County of Rockingham, ss

On this 24 day of April, 2006 before me, the undersigned Justice of the Peace, personally appeared **Joanna Pellerin**, **President of the Rockingham Land Trust**, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Rockingham Land Trust, and that she has the authority to sign in that capacity.

Brian M. Hart, Justice of the Peace
My Commission Expires: 04/20/2010

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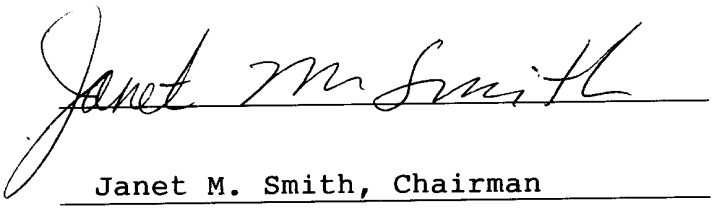
ACCEPTED: TOWN OF NEWFIELDS

By: 

Title: James M. McIlroy, Selectmen

Duly Authorized

Date: April 25, 2006

By: 

Title: Janet M. Smith, Chairman

Duly Authorized

Date: April 25, 2006

By: _____

Title: _____

Duly Authorized

Date: _____

The State of New Hampshire
County of Rockingham

Personally appeared **Janet M. Smith**, **James M. McIlroy**, and ~~**Wesley T. Moore**~~, Selectmen of the Town of Newfields, this 25th day of April, 2006 and acknowledged the foregoing on behalf of the Town of Newfields.

Before me, _____

Francis F. Lane, Jr., Justice of the Peace

My commission expires: November 16, 2010