E # 26031588 08/25/2026 11:23:51 AM
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Register of Deeds, Rockingham County

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| RECORDING | 30.00 |
| SURCHARGE | 2.00 |

# EASEMENT DEED

**MARK S. GIRARD** and **LYNN M. GIRARD**, husband and wife, of 298 Piscassic Road, Newfields, New Hampshire 03856 ("Grantor"), for good and valuable consideration, grant to **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a New Hampshire nonprofit corporation with an address of 247 North River Road, Epping, New Hampshire 03042, and its successor and assigns ("SELT"), and the **TOWN OF NEWFIELDS**, having a mailing address of 65 Main Street, Newfields, New Hampshire 03856 (the "Town") (SELT and the Town collectively, "Grantees"), certain perpetual, non-exclusive rights and easements as described below with respect to Grantor's property situate in the Town of Newfields, County of Rockingham, State of New Hampshire and described below as the "Burdened Property."

A. **"Burdened Property."** Grantor is the fee owner of real property located at 298 Piscassic Road in the Town of Newfields, County of Rockingham, State of New Hampshire, known as Tax Map 211, Lot 1 and Lot 2.1. The easements herein conveyed and described burden a portion of Grantor's property, being that portion described in the Warranty Deed of Mark S. Girard and Lynn M. Girard, Trustees of the Mark S. Girard and Lynn M. Girard Trust to Mark S. Girard and Lynn M. Girard recorded at the Rockingham County Registry of Deeds ("RCRD") at Book 6191, Page 2296 as "Parcel 2" "Tract One", and shown as "Area A" on a plan entitled "Mill Woods Conservation Subdivision for Halls Mill Road Realty Trust (Tax Map 212, Lot 4) and Christopher M. Frysalis (Tax Map 212, Lot 3.2) and Dorothy B. Haughton 1994 Revocable Trust (Tax Map 211, Lots 1 & 2) Halls Mill Road & Piscassic Road (Route 87) Newfields, NH," prepared by Doucet Survey, Inc., dated February 24, 2005, and recorded in the RCRD as Plan No. D-33554 ("Burdened Property"). The Burdened Property is a portion of that property currently designated as Map 211, Lot 2.1 in the Town of Newfields Tax Maps. The Burdened Property was previously designated as a portion of Map 211, Lot 1 in the Town Tax Maps. On September 12, 2023, the Town voted to update its tax maps to label the Burdened Property as Tax Map 211, Lot 2.1.

B. **"Conservation Land."** SELT is the fee owner of certain real property consisting of approximately 316 acres of land in the Towns of Newfields and Newmarket, County of

Rockingham, State of New Hampshire and more particularly described in the Warranty Deed of Dorothy B. Haughton to The Rockingham Land Trust, Inc. (a/k/a the Southeast Land Trust of New Hampshire) recorded at the RCRD at Book 4648, Page 540, and the Warranty Deed of Joseph Falzone, Trustee of Halls Mill Road Realty Trust and Washington North Realty Corporation to the Rockingham Land Trust, Inc. (a/k/a the Southeast Land Trust of New Hampshire) recorded at the RCRD at Book 4648, Page 549 ("Conservation Land"). The Town holds a conservation easement on the Conservation Land recorded at RCRD at Book 4648, Page 495 (and re-recorded at Book 4682, Page 553).

C. **Grantee's Existing "50' Wide Stewardship Easement."** The Burdened Property is subject to an existing "50' Wide Stewardship Easement" for the benefit of SELT (f/k/a Rockingham Land Trust) and the Town, which 50' Wide Stewardship Easement is described in paragraph 2 of the "Grant and Relinquishment of Certain Easement Rights" recorded at the RCRD at Book 4648, Page 571 ("Existing Easement Agreement"), and shown on the plan entitled "Conservation Easement Plan of the Piscassic Greenway Property for the Trust for Public Land," prepared by Doucet Survey Inc., dated March 22, 2005, and recorded at the RCRD as Plan No. D-33692. As set forth in the Existing Easement Agreement, Grantees have the right to use the 50' Wide Stewardship Easement for access (vehicular or otherwise) to the Conservation Land for those purposes set forth in Paragraphs 2.A – 2.C of the Existing Easement Agreement. Nothing herein is intended to modify said 50' Wide Stewardship Easement, the Existing Easement Agreement, or Grantor's right to use the 50' Wide Stewardship Easement and Constructed Roadway (defined in recital D below) to access and develop the area on Tax Map 211, Lot 2.1 identified as "EXCLUSION AREA NO CONSERVATION EASEMENT" (such area, the "Exclusion Area"). The Parties acknowledge that Grantor and Grantors' successors and assigns may use the 50' Wide Stewardship Easement and the Constructed Roadway, in common with Grantees' and their successors and assigns, for all uses and purposes that do not otherwise interfere with the use of the 50' Wide Stewardship Easement and Constructed Roadway by the Grantees', their successors and assigns, for the purposes set forth in Paragraphs 2.A – 2.C of the Existing Easement Agreement and herein.

D. **"Constructed Roadway."** Grantor has constructed a gravel roadway on the Burdened Property and within and near the 50' Wide Stewardship Easement, to provide access (vehicular or otherwise) to Grantees and their respective employees, agents, and contractors while acting on either Grantee's behalf, between Route 87 and the Rockingham Recreational Rail Trail, for all purposes permitted within the 50' Wide Stewardship Easement pursuant to the Existing Easement Agreement paragraphs 2.A, 2.B, and 2.C ("Constructed Roadway"). The location of said Constructed Roadway is shown on a plan entitled "Easement Plan for Lynn M & Mark S. Girard of a Portion of Tax Map 211 Lot 2.1 Newfields, NH Rockingham County," prepared by Northam Survey LLC, dated November 22, 2025, and updated May 29,

2026, and recorded at the RCRD as Plan # D-45698 (the "Easement Plan"). As shown on the Easement Plan, the Constructed Roadway is located on the Burdened Property both within and outside the 50' Wide Stewardship Easement.

**E. Grantee's Easement Rights Granted Herein.**

1. Drainage and Maintenance Easement

Grantees shall have a perpetual and nonexclusive drainage and maintenance easement on, over, across, and under that portion of the Burdened Property shown on the Easement Plan as "Proposed Maintenance Easement" and more particularly described in Attachment A hereto ("Drainage and Maintenance Easement Area"). This easement includes the right to construct, install, improve, replace, relocate, repair, maintain, and inspect all aspects of erosion control and drainage, including without limitation, slopes, embankments, retaining walls, culverts, drains, drainage systems, and grading, constructed or to be constructed within the Drainage and Maintenance Easement Area in order to support the roadway. In addition, this easement includes the right to enter into and upon the Drainage and Maintenance Easement Area at any time either Grantee may see fit to inspect, maintain, repair, or improve the Constructed Roadway. This easement shall also include, without limitation, the right and easement to engage in cutting and trimming of trees and brush and the removal of rock, gravel, and earth within the Drainage and Maintenance Easement Area as may be reasonably necessary to accomplish any of the foregoing and/or to permit the Grantees to use the Constructed Roadway for all purposes set forth in Paragraphs 2.A – 2.C of the Existing Easement Agreement and in Section 2.a – 2.c below

2. Additional Access Easement

In addition to the 50' Wide Stewardship Easement, Grantees shall have a perpetual and nonexclusive easement and right of way in, under, across, and over all portions of the Constructed Roadway as depicted on the Easement Plan, including those portions of said Constructed Roadway that lie outside the existing 50' Wide Stewardship Easement, ("Roadway Easement Area") for the purpose of ingress and egress to and from Route 87 and the Rockingham Recreational Rail Trail so as to access the Conservation Land. This easement shall include the right of Grantees, and their respective employees, agents, and contractors while acting on their behalf, to travel over the Roadway Easement Area with all manner of vehicles, including but not limited to, tractor trailers and logging equipment, or otherwise for the following purposes:

a. The use of the Roadway 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 Roadway Easement Area for access (vehicular or otherwise) to the Conservation Land for maintaining and preserving said Conservation Land in accordance with the terms and conditions of the conservation easement deed 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 recorded in the RCRD at Book 4682, Page 553.
c. The use of the Roadway Easement Area for access (vehicular or otherwise) to the Conservation Land for public safety purposes.

Grantees and Grantor shall not block the Roadway Easement Area or otherwise impede any other party's reasonable use of the roadway. Grantees and Grantor shall each have the right to temporarily park vehicles within the Roadway Easement Area provided such parking does not interfere with or impede any other party's reasonable use of the roadway.

Grantor, SELT, and the Town shall each be responsible for repairing any damage that party causes beyond reasonable wear and tear to the Roadway Easement Area.

The rights and easements granted herein shall run with the land and shall benefit the Conservation Land and burden the Burdened Property.

Grantor hereby releases all rights of homestead in the easement areas conveyed hereby.

This is a conveyance to a municipality and is therefore exempt from taxation pursuant to RSA 78-B:2, I and from the LCHIP surcharge pursuant to RSA 478:17-g, II(a).

Executed by Grantor this 28 day of July, 2026.

Lynn M. Girard

Mark S. Girard

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this 28th day of July, 2026, before me personally appeared Lynn M. Girard, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

Kisha M Therrien
Notary Public/Justice of the Peace
My commission expires: 2/21/29

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this 28th day of July, 2026, before me personally appeared Mark S. Girard, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Kisha M Therrien
Notary Public/Justice of the Peace
My commission expires: 2/21/29

**KISHA M THERRIEN**
**NOTARY PUBLIC**
**State of New Hampshire**
**My Commission Expires**
**February 21, 2029**

## ACCEPTANCE

The undersigned, being the members of the Select Board of the Town of Newfields, hereby accept this conveyance for the purposes stated herein.

Executed this 28 day of July, 2026.

TOWN OF NEWFIELDS

Witness to all Select Board Member signatures

By: _____
Hobart Harmon
Select Board Chair

By: _____
Catherine Tarnowski
Select Board Member

By: _____
Mark Kasper
Select Board Member

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

July 28, 2026

On this 28th day of July, 2026, before me personally appeared Hobart Harmon, Catherine Tarnowski, and Mark Kasper, being all of the duly elected members of the Select Board of the Town of Newfields, who are known to me or provided satisfactory proof of identity, and acknowledged the foregoing instrument to be their free act and deed and that of said Town.

Before me,

_____
Justice of the Peace/Notary Public
My Commission Expires:

KISHA M THERRIEN
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
February 21, 2029