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AGRICULTURAL PRESERVATION RESTRICTION

We, LUCIAN HILDRETH and ELLEN HILDRETH both of West Road, Canterbury, County of Merrimack and State of New Hampshire, (hereinafter referred to as "Grantors"), for consideration paid, grant to the State of New Hampshire, its successors, and assigns (hereinafter referred to as "Grantee"), acting through the Agricultural Lands Preservation Committee and the Commissioner of the Department of Agriculture, with a mailing address of 85 Manchester Street, Concord, New Hampshire, 03301, with the warranty covenants specified in RSA 477:27, the agricultural land development rights to constitute an agricultural preservation restriction pursuant to RSA 36-D (Supp.) and RSA 977:45-47 (Supp.) on the site located in the Town of Canterbury, County of Merrimack and State of New Hampshire, described as follows (hereinafter referred to as "Site"):

Beginning at the northern corner of property of Lucien and Ellen Hildreth, at the fence corner at the southern side of West Canterbury Road and the western edge of the R.O.W. of Interstate 93; thence running southeasterly 5,228.3 feet, more or less, along a page wire fence on said edge of R.O.W. to an iron pin (i.p.); thence S 41° 33' 57" W 236.3 feet, more or less, to an i.p. at the R.O.W. of the Boston and Maine Railroad; thence, N 32° 39' 11" W 1,607.3 feet to an i.p.; thence N 18° 09' 57" W 859.3 feet, more or less, to an i.p.; thence N 48° 54' 31" W 770.0 feet, more or less, to an i.p.; thence N 16° 15' 41" W 319.5 feet, more or less, to an i.p.; thence N 1° 46' 52" E 931.0 feet, to an i.p.; thence S 72° 44' 08" W 140.2 feet, more or less, to an i.p.; thence S 6° 21' 31" E 254.6 feet, more or less, to an i.p.; thence S 52° 50' 04" W 61.4 feet, more or less, to an i.p.; thence N 56° 50' 11" W 125.1 feet, more or less, to an i.p.; N 8° 51' 56" W 266.9 feet, more or less, to an i.p. thence N 39° 22' 22" W 367.2 feet, more or less, to an i.p.; thence N 25° 39' 02" E 289.3 feet, more or less, to an i.p. at the line of other land of Hildreth; thence S 35° 45' E 483.9 feet, more or less, along the western line of said Hildreth land to an i.p.; thence N 55° 45' E 158.0 feet, more or less, along southern line of said Hildreth to an i.p.; thence N 35° 45' W 786.5 feet along eastern line of said Hildreth to the southern side of the West Canterbury Road; thence N 59° 31' 15" E 207.2 feet, more or less, along said road to the point of beginning. Containing 57.1 acres, more or less.

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The terms of the agricultural preservation restriction are as follows: The Grantors, their heirs, executors, administrators, successors and assigns, and any person claiming by, through or under the above, covenant and agree that they are restrained from constructing on, selling, leasing, or otherwise improving the Site for uses that result in rendering the Site no longer suitable for agricultural use, and from permitting or suffering others to perform such activities. Such restraint shall be appropriate to retaining the Site predominantly in its agricultural use, and without limiting the generality of the foregoing such restraint shall include prohibition of:

1. Construction or placement of building or structures except those to be used for agricultural purposes or for dwellings to be used for family living by the land-owner, his immediate family or employees. Construction or placement of (a) dwellings to be used for family living and (b) permanent structures for agriculturally related retail sales purposes shall be subject to the prior approval of the Grantee. Approval for such construction or placement shall be granted only when it will not defeat or derogate from the intent of this restriction. Any building or structure and the land upon which it is situated shall not be sold or otherwise severed from the Site unless the Grantee releases such dwelling, permanent structure or land from the restriction pursuant to RSA 36-D:7 (Supp.). Persons deemed to be employees as used herein shall be as follows:
  - a. Owner operator(s)
  - b. Employees, including full-time, part-time, and seasonal employees; and
  - c. Family members.
2. Excavation, dredging or removal of loam, sod, peat, gravel, soil, rock, or other mineral substances in such a manner as to adversely affect the Site's future agricultural potential, except that such activities when incident to the construction or placement of permitted building or structures or when performed as part of an agricultural activity in accordance with sound, generally accepted agricultural practices shall be permitted; and
3. All other acts or uses detrimental to such retention of the Site for agricultural use.

The agricultural preservation restriction imposed hereby is subject to any prior right, easement, privilege, restriction,

condition or covenant, except that the following right(s), easement(s), privilege(s), restriction(s), condition(s) or covenant(s) are expressly released herewith due to the acquisition of the Site's agricultural land development rights:

1. Husband/Wife of Grantor releases to Grantee all rights of homestead and other interests in the Site.

The agricultural preservation restriction imposed hereby shall run with the Site in perpetuity except as expressly released, as to the whole Site or a portion thereof, by the Grantee pursuant to RSA 36-D:7 (Supp.).

The agricultural preservation restriction imposed hereby shall run with the Site in perpetuity except as expressly released, as to the whole Site or a portion thereof, by the Grantee pursuant to RSA 36-D:7 (Supp.).

The agricultural preservation restriction imposed hereby shall be enforceable by the Grantee against all persons in an action at law, injunction, or other proceeding, and representatives of the Grantee shall be entitled to enter upon the Site in a reasonable manner and at reasonable times to assure compliance with such restriction.

Except as otherwise provided for herein, Grantors retain all customary rights and privileges of ownership including the right to privacy and to carry out all regular agricultural practices which are not prohibited by RSA 36-D:1, II (Supp.). Grant of the agricultural land development rights hereunder does not include the grant of any right of access or right of the Site to the public. The Grantee shall not sell or convey the agricultural land development rights acquired hereunder to a third party without the consent of the Grantors, or their heirs, executors, administrators, successors, and assigns, as the case may be.

The Grantors, their heirs, executors, administrators, successors, assigns, and any person claiming by, through, or under the above, as the case may be, shall be responsible for paying any general property taxes on the Site and any other taxes resulting from ownership of the Site or activities conducted on the Site.

In case the Site or a portion thereof is sought to be taken in the exercise of the eminent domain power, so as to adversely affect the Site's suitability for agricultural use, Grantors, their heirs, executors, administrators, successors, assigns, and any person claiming by, through, or under the above, as the case may be, and the Grantee shall cooperate to ensure that RSA 36-D:12 (Supp.) is complied with, including taking joint or individual legal action where appropriate.

The foregoing restriction is intended to conform to and have the benefit of RSA 36-D (Supp.). If any provision of this instrument shall be held to be unenforceable by any court of competent jurisdiction, this instrument shall be construed as though such provision had not been included in it. If any provision of this instrument shall be reasonably subject to two or more constructions, one or more of which would render such provision invalid, then such provision shall be given such construction as would render it valid. If any provision of this instrument is found to be ambiguous, it shall be interpreted in accordance with the policy and provisions of RSA 36-D (Supp.), the regulations enacted thereunder, and RSA 477:45-47 (Supp.).

WITNESS the hand and seal of Lucian Hildreth and Ellen Hildreth on this 7TH day of OCTOBER, 1981.

G. Curtis Anderson  
Witness

G. Curtis Anderson  
Witness

Lucian Hildreth  
Lucian Hildreth

Ellen Hildreth  
Ellen Hildreth

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STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me on this  
7th day of OCTOBER, 1981, by Lucian and Ellen Hildreth.

G. Willis Anderson  
Notary Public/Justice of the Peace

My commission expires: 1982

I, Howard C. Townsend, Commissioner of the Department of  
Agriculture, hereby certify that at its meeting on August 21, 1981  
the Agricultural Lands Preservation Committee accepted the above-  
described Site for acquisition of agricultural land development  
rights under RSA 36-D (Supp.). I further certify that I approve  
the form and content of the above-described agricultural  
preservation restriction and that this instrument constitutes the  
certificate required by RSA 36-D:10, I (Supp.).

WITNESS my hand and seal this 7th day of October,  
1981.

Howard C. Townsend  
Howard C. Townsend  
Commissioner of the Department of  
Agriculture

MERRIMACK COUNTY RECORDS  
Recorded Oct. 7, 10-30AM.1981

Marjorie B. Datherson  
Commissioner

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