

CONSERVATION EASEMENT

TransFarmations, Inc., a New Hampshire corporation with an address of 17 Christian Hill Road, Amherst, County of Hillsborough, State of New Hampshire (hereinafter referred to as the *Grantor*, which shall, unless the context clearly indicates otherwise, include the Grantor's successors and assigns), for consideration paid,

Grants, with warranty covenants, in perpetuity to

the **Amherst Land Trust**, a nonprofit corporation, incorporated under the laws of the State of New Hampshire, with a mailing address of P.O. Box 753, Amherst, New Hampshire 03031, (hereinafter referred to as the *Grantee* which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the *Easement*) hereinafter described with respect to that certain parcel/area of land (herein referred to as the *Property*) with any and all buildings, structures, and improvements thereon consisting of approximately ____ acres, more or less described on Exhibit I attached hereto, said land being a portion of Amherst Tax Map lots 5-148 and 5-100, see also Plan # ____ recorded in the Hillsborough County Registry of Deeds.

The subject Property is a portion of the premises conveyed to the Grantor by Fiduciary Deed dated _____, 2025, from Laurie Stevens, Trustee of the Robert H. Jacobson Revocable Trust, recorded at the Hillsborough County Registry of Deeds at Book ____, Page ____.

1. **PURPOSES**

The Easement hereby granted is pursuant to NH RSA 477:45, exclusively for the following conservation purposes:

- A. The protection of the agricultural uses and viability, farmland soils, the natural forested and wetland ecosystems and open habitat of plants and animals native to New Hampshire on the subject Property;

The above purposes are consistent with New Hampshire RSA Chapter 79-A which states: *It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest and wildlife resources.*

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

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

2. **USE LIMITATIONS** (Subject to the reserved rights specified in Section 3 below)
 - A. The Property shall be maintained in perpetuity as open space for public use and enjoyment without there being conducted thereon any industrial or commercial activities, with the exceptions of fully allowed uses of agriculture, education, and agritourism
 - B. The Property shall not be subdivided, nor developed, nor shall any portion thereof be granted as a common element of any condominium, cooperative, or other type of real estate development, nor, except as provided herein, shall said Property be utilized for any commercial, industrial or residential use; but shall be used solely for the proper utilization and protection of the natural resources, the watershed resources and the open spaces of the Town of Amherst, New Hampshire (hereinafter referred to as the *Town*) under the management and control of the Grantee, with the exceptions of development directly and exclusively for agriculture, education, and agritourism through Lease.
 - C. No building, outbuilding, fence, tower structure or other man-made structure or fabrication, shall be constructed, placed, or introduced onto the Property, except insofar as the Grantee shall deem such structures or fabrications necessary for and consistent with conservation and preservation purposes of this Easement.
 - D. The Property shall not be altered from its natural state by dredging, removal, filling, dumping or other disturbances of soil surface, nor by any change in topography, surface or subsurface water systems, wetlands, or natural habitat, nor shall it be in any other way developed or altered for any use inconsistent with retaining said Property in its natural state for conservation purposes, except insofar as the Grantee shall deem necessary for and consistent with the conservation and preservation purposes of this Easement and with the exceptions of activities for benefit and of and use for agriculture, education, agritourism, stewardship, and habitat improvements and management .
 - E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the conservation and noncommercial outdoor recreational uses and agriculture, education, and agritourism uses

of the Property, and provided such signs are not detrimental to the purposes of this Easement. Any such sign shall furthermore comply with all Town ordinances governing signage.

- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of section 2. C. 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, burning, or burial of man-made materials or materials then known to be environmentally hazardous.
- H. The Grantor shall initially mark said Property with conservation easement boundary markers consistent with similar markers in the Town along all boundaries, consistent with Town standards. Future provision and maintenance of such markers shall be performed by the Grantee or its designee, at its direction.
- I. There shall not be conducted on the Property any industrial or commercial activities, except agriculture and forestry (including timber harvesting) as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.
 - a. For the purposes of this Easement, “agriculture” shall include, but not be limited to: animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing of food crops; the construction of roads or other accessways for the purpose of removing agricultural products from the Property; and the processing and sale of products produced on the Property (such as pick your own fruits and vegetables).

For purposes of this Easement, “forestry” shall include but not be limited to: the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other accessways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as firewood and maple syrup), and activities and uses included within Jacobson Farm Management plan

- b. Any agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a written, coordinated management plan for the sites and soils of the Property. Said agriculture shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from public roads, or public trails. Said agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire’s Cooperative Extension, by the U.S. Department of

Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including, but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire" last revised July 2017 and as may be revised, updated, or superseded from time to time, or by other governmental natural resource conservation and management agencies then active.

- c. If any forestry is conducted for industrial or commercial purposes, it shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement.
 - i. The goals are:
 - Maintenance of soil productivity;
 - Protection of water quality, wetlands, and riparian zones;
 - Maintenance or improvement of the overall quality of forest products;
 - Conservation of scenic quality;
 - Protection of unique or fragile natural areas, such as habitat for state or federally recognized rare, threatened, or endangered species, or such as exemplary natural communities, such habitat or communities as identified by the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State of Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities;
 - Protection of unique historic and cultural features; and
 - Conservation of plant and animal species.
 - ii. Such forestry shall be performed in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee. Said plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such forester or other qualified person at least thirty (30) days prior to said date.
 - iii. At least thirty (30) days prior to harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. Upon request by Grantee, the Grantor shall submit the plan itself to Grantee within ten (10) days of such request. It is acknowledged that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

iv. The plan shall include:

- A statement of landowner objectives;
- Forest type map showing stands related to the prescriptions provided in the plan;
- A map showing soil types as determined by the U.S. Department of Agriculture's Natural Resources Conservation Service (or by other similarly charged successor governmental agency), access roads, wetlands, and surface waters;
- Prescriptions for each stand described, including commercial and non-commercial treatments; and
- Explanation of how wetlands, riparian areas, vernal pools, and soils will be protected in association with road construction, other soil disturbing activities, and the implementation of stand prescriptions;

and shall specifically address:

- The accomplishment of those Purposes for which this Easement is granted;
- The goals outlined in this Section 2.

v. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance by the Grantee.

vi. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property recommended by governmental natural resource conservation and management agencies then active, including but not limited to recommended practices in "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 1997, revised 2010), or similar successor publications.

3. **RESERVED RIGHTS**

A. Without diminishing the rights of the Grantee under this Easement or the Use Limitations in Section 2 herein in any way whatsoever, the inclusion of the Property as conserved hereunder by the Grantor as part a development plan to satisfy density or other land use requirements relative to the development of the parcels on which the Property exists is permitted.

- B. The Grantor, its successors and assigns, may access the Property to install wells servicing adjacent property.

4. **NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE**

- A. The Grantor agrees to notify the Grantee in writing at least 10 days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. **BENEFITS, BURDENS, AND ACCESS**

- 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 this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- B. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

6. **BREACH OF EASEMENT**

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in Writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.
- C. If the Grantor fails to take such proper action under the preceding section, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate

such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

- D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

7. **NOTICES**

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. **SEVERABILITY**

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. **CONDEMNATION/EXTINGUISHMENT**

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

- C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

10. **ARBITRATION OF DISPUTES**

- A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.
- B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.
- C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.
- D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX.

EXHIBIT I

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The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2025.

TransFarmations, Inc.

By: R. Carter Scott
Its President

STATE OF NEW HAMPSHIRE
County of

On this ____ day of _____, 2025, personally appeared R. Carter Scott, the President of TransFarmations, Inc., a New Hampshire corporation, and acknowledged that he executed the foregoing instrument on behalf of the limited liability company.

Before me,

Justice of the Peace/Notary Public

My commission expires:

AMHERST LAND TRUST

By: _____, President (duly authorized)

STATE OF NEW HAMPSHIRE
County of _____

On this _____ day of _____, 2025, personally appeared _____, President
(duly authorized) of Amherst Land Trust.

Before me,

Justice of the Peace/Notary Public

My commission expires: