



RECORDING 70.00  
SURCHARGE 2.00



RETURN TO:  
JANET M. DONNELLY  
PARALEGAL II  
NH LIQUOR COMMISSION  
50 STORRS STREET  
CONCORD, NH 03301



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

**CONSERVATION EASEMENT DEED**

**The State of New Hampshire, by and through its Liquor Commission**, having an address of 50 Storrs Street, Concord, New Hampshire 03301 and owning tracts of land adjacent to Interstate 95 in the Town of Hampton, County of Rockingham, State of New Hampshire (hereinafter referred to as the "Grantor," which, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors, and assigns), for consideration, with quitclaim covenants, grants in perpetuity to the TOWN OF HAMPTON, a New Hampshire municipality, by and through its Conservation Commission, having an address of 100 Winnacunnet Road, Hampton, New Hampshire 03842 (hereinafter referred to as the "Grantee"), the Conservation Easement (herein referred to as the "Easement") hereinafter described on Exhibits A and B with respect to certain portions of lands (herein referred to as the "Property") being undeveloped lands situated along Interstate 95 in the Town of Hampton, County of Rockingham, State of New Hampshire, which land and the location of the Easement thereon is depicted on plans to be recorded in conjunction herewith and made a part hereof titled: "Conservation Easement Plan, New Hampshire Liquor Store No. 76 and Conservation Easement Plan, New Hampshire Liquor Store No. 73 prepared by TFMoran, Inc. and certified on August 16, 2023 (the "Plan"), and with a Third Party Right of Enforcement therein granted to the STATE OF NEW HAMPSHIRE acting through its DEPARTMENT OF ENVIRONMENTAL SERVICES, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302, (the "Third Party Holder")

1. PURPOSES

- A. This Easement is being conveyed and recorded as a modification of and replacement in-the-entirety for certain Conservation Covenants dated October 17, 1994, recorded in the Rockingham County Registry of Deeds on December 6, 1994 at Book 3082, Page 902 (the

"1994 Covenants"). The 1994 Covenants were recorded as mitigation for wetland impacts arising out of a Dredge and Fill Permit issued to the New Hampshire Liquor Commission and approved by the New Hampshire Wetlands Board on November 8, 1994. See Permit No. 93-01759, NH Wetlands Board (the "Permit"). Upon recordation of this Conservation Easement Deed, the parties hereto acknowledge that said 1994 Covenants shall immediately become null and void without further action or recording.

- B. The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

The preservation and conservation of open spaces, particularly the conservation of the 53.56 acres, plus or minus, of forest land of which the land area subject to the Easement granted hereby consists, and of the wildlife habitat on the respective properties.

The preservation, conservation, and protection of watershed areas of the Hampton Salt Marsh and areas surrounding the Taylor River.

- C. These purposes are consistent with the Hampton Conservation Commission open space conservation goals and objectives.
- D. Such purposes are further consistent with New Hampshire RSA Chapter 79-A:1, which states in pertinent part: "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, agricultural and wildlife resources."
- E. To conserve and protect in perpetuity the natural vegetation, soils, hydrology and habitat.
- F. To restore, protect, manage, maintain, and enhance the functional values of wetlands, vernal pools, streams, riparian areas and other lands, and for the conservation of natural values including fish and wildlife and their habitat, ecological integrity of the water resources, water quality improvement, flood water retention, groundwater recharge, and open space.
- G. To prevent any future development, construction, or use that will negatively impair or interfere with the conservation values of the Property while accommodating the reserved rights of Grantor as allowed under Section 5.
2. DEFINITIONS (Nothing herein shall be interpreted as placing any restriction beyond the limits of the Property.)
- A. **Ecological Integrity:** For the purposes of this Easement, "Ecological Integrity" describes a condition in which natural processes (e.g., floods, fire, drought, seed dispersal, nutrient cycling, and maintenance of microclimates) are allowed to occur within their natural variation over time without human manipulation or suppression (i.e., the timing, duration and extent of a flood is allowed to run its course). These natural processes influence the structure and composition of habitats that support native plants, animals and other organisms in groupings appropriate to the natural landscape. This dynamic and changing environment provides opportunities for biological evolution.

- B. Riparian/Wetland Buffer: For the purposes of this Easement, "Riparian/Wetland Buffer" shall be the areas within 100 feet of intermittent streams and wetland areas, 200 feet of perennial streams, and 200 feet of Significant Wetland Areas as defined below. The Riparian/Wetland Buffer edge shall be measured from the edge of the normal high water mark of the stream or the wetland boundary. In cases where the top of an embankment is less than 50 feet from the stream or wetland edge, the riparian or wetland edge shall be measured from the top of embankment which shall be defined as a break in slope. In cases where wetlands surround a stream beyond 50 feet from the stream edge, the Riparian/Wetland Buffer shall be measured from the boundary of the upland edge of the wetland area.
- C. Significant Wetland Areas: For the purposes of this Easement, "Significant Wetland Areas" are those areas that, by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature, have value in a particular locale. This value is reflected in wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or sediment and toxicant attenuation, and social values such as education, scenic quality, and recreation. Significant wetlands are typically identified and evaluated by wetland scientists, wildlife biologists, or Natural Heritage Bureau (hereinafter referred to as the "NHB") ecologists through fieldwork and/or high resolution aerial photograph interpretation. Significant wetlands include, but are not necessarily limited to:
1. Wetland communities or systems that are classified as exemplary due to their high quality as determined by their size, condition, and the condition of the surrounding landscape.
  2. Wetland communities or systems that are classified as exemplary (S1 and S2) due to their rarity in the State of New Hampshire by the NH Natural Heritage Bureau. Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in light of their size, condition, and landscape context.
  3. New Hampshire Wildlife Action Plan Tier 1 and Tier 2 wetlands.
  4. Wetlands providing habitat for endangered, threatened and special concern plants and wildlife as identified by the State and US Fish and Wildlife Service.

Examples of significant wetland types in New Hampshire include, but are not limited to cedar swamps, black gum swamps, vernal pools, exemplary natural communities tracked in the NHB database, any wetland community type ranked by the NHB as critically imperiled/or imperiled, bogs, fens (peat lands), and floodplain forests.

- D. Wildlife Habitat Management: For the purposes of this Easement, "Wildlife Habitat Management" shall include, but not be limited to, alteration of vegetation and soil and the placement of structures to provide habitat for a wide range of wildlife species.
3. USE LIMITATIONS (Subject to reserved rights specified in Section 3 below)

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

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any development or development activities.
  - B. The Property shall not be subdivided.
  - C. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed upon the Property, except as necessary to construct, operate and maintain possible New Hampshire Fish and Game Department improvements as described herein.
  - D. 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 sections 3.C., above.
  - E. Except as described in Section 4, no structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, commercial facility, conduit or utility line, billboard or other means of advertising display, driveway or road, mobile home or other temporary or permanent structure or improvement, shall be constructed, placed, or introduced onto the Property. A dock or launch area may be constructed, operated, and maintained by the New Hampshire Department of Fish and Game, but only as necessary in the accomplishment of the forestry, conservation, and habitat uses of the Property and only provided that they are not detrimental to the purposes of this Easement and have been approved by the Third Party Holder such approval being at the sole discretion of the Third Party Holder.
  - F. There shall not be conducted on the Property any industrial or commercial activities.
  - G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous including vehicle bodies or parts.
4. RESERVED RIGHTS
- A. Grantor reserves the right to sell, lease, develop, redevelop, construct, operate and maintain land and improvements, in the normal course, upon the remaining lands of Grantor, and except for the areas identified in this Easement as the Property.
  - B. Grantor reserves the right to post the Property against hunting and fishing, as Grantor may desire from time to time.
  - C. Grantor reserves the right to forbid the use of motorized recreational vehicles of all kinds upon the Property.
  - D. Grantor reserves the right to access the Property for any purpose required by a government agency having jurisdiction ("Regulators"), including: (1) wetlands monitoring and sampling; (2) vegetation inspections, sampling and inventory; (3) restoration or remediation of areas inadvertently disturbed by Grantor to the extent required by Regulators; (4) forestry management, and (5) maintenance and inspection of wildlife habitat.

- E. Consistent with the purposes of this Easement, and without interfering with the use of areas adjacent to the Property and owned by Grantor, the Grantee reserves the right to control or remove non-native or invasive species.
- F. Subject to written approval from the Grantee and in accordance with a written plan approved by the Third Party Holder, the Grantor reserves the right to construct, re-construct, and maintain structures or make other improvements intended to restore wetland functions and values and/or to make wildlife habitat improvements so as to provide enhancement of functions within degraded wetland or riparian systems on the Property, provided that such construction and required maintenance are not detrimental to the Purposes of this Easement. Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

5. NOTIFICATION OF TRANSFER, TAXES, AND MAINTENANCE

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

6. 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 of Grantor's lands in perpetuity.
- B. 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.
- C. The Grantee shall be responsible for conducting and 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, fulfill the responsibilities, and carry out the duties assumed by the acceptance of this Easement. The parties acknowledge that a Stewardship Plan has been adopted in relation to the Property pursuant to Env-Wt 808.16.
- D. The Grantee shall have the right to install and maintain signs that identify and notice the conservation or preservation purposes of the Property, or for identification of conservation partners, provided the purposes and obligations of Grantee under this Easement are not impaired.

- E. With the consent of Grantor, which shall not be unreasonably withheld, the Grantee may transfer and assign all or a portion of its rights and responsibilities hereunder to a conservation organization duly organized under the laws of the State of New Hampshire.

7. ACKNOWLEDGEMENT OF GRANTOR'S OPERATIONS

- A. Nothing herein shall be interpreted to restrict or interfere with Grantor's development, redevelopment, construction, operation and maintenance of improvements to areas not subject to or part of the Property described in this Easement.
- B. Grantee hereby acknowledges that Grantor's operation may generate disturbance or other impacts customarily associated with construction and operation of commercial activities.
- C. Grantee hereby acknowledges that it will not oppose, protest or object to Grantor's operations so long as such activities are not unduly detrimental to the purposes of this Easement or materially inconsistent with the rights of Grantor as reserved hereunder.

8. AMENDMENTS

Any amendments hereto shall be in writing and acknowledged by all parties, or their successors. Amendments may be agreed upon for any or no reason, including State legislative amendments to the immunities afforded pursuant to RSA 231-A:8, RSA 212:34, and RSA 508:14.

9. NOTICES

All notices, requests, and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise proved herein, and shall be delivered in hand or sent by certified mail, 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.

10. 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.

11. CONDEMNATION

- 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 of their respective interests in that part of the Property condemned on the date of execution of this Easement. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The values of the Grantor and Grantee interest 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.

12. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assignee shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

13. THIRD PARTY RIGHT OF ENFORCEMENT

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee or the Town of Hampton Conservation Commission, it shall notify the Grantor of such breach of conduct. The Grantor within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct shall 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. If the Grantor fails to take such proper action under the preceding section, the Grantee shall, as appropriate to the purposes of this easement, 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. This Section 13 A. shall not apply to the State of New Hampshire while the State of New Hampshire is the Grantor.
- B. If the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder.
- B. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Easement Holder's or Third Party Holder's assignee or transferee as specified in Section 7 above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or

assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

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.

Meaning and intending to describe and convey this Easement on, over, and across parcels of land conveyed to Grantor as noted on the Plans to be recorded in conjunction herewith.

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand this 15<sup>th</sup> day of December, 2023.


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GRANTOR

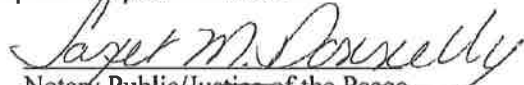
State of New Hampshire,  
by and through its Liquor Commission

By:   
Joseph W. Mollica

Title: Chairman  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, ss

This instrument was acknowledged before me on this 15<sup>th</sup> day of December  
2023, by Joseph W. Mollica, as Chairman of the New Hampshire Liquor Commission.

  
Notary Public/Justice of the Peace



**GRANTEE**

TOWN OF HAMPTON, by and through its  
Conservation Commission

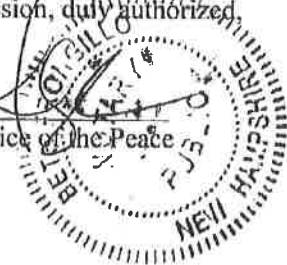
By: *Deborah R. Wrobel*  
Deborah R. Wrobel

Title: Chair  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF *Rockingham*, ss

This instrument was acknowledged before me on this *28th* day of *November*,  
2023, by Deborah R. Wrobel, Chair, Town of Hampton Conservation Commission, duly authorized,  
on behalf of the Town of Hampton.

*Beth Frongillo*  
Notary Public/Justice of the Peace



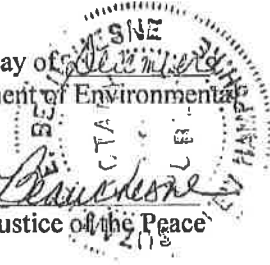
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES

By: *Robert R. Scott*  
Robert R. Scott  
Title: Commissioner NHDES  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, ss

This instrument was acknowledged before me on this 15<sup>th</sup> day of December, 2023, by Robert R. Scott, as Commissioner of the New Hampshire Department of Environmental Services.

*Suzanne Beauchesne*  
Notary Public/Justice of the Peace



**SUZANNE E. BEAUCHESNE**  
Notary Public - New Hampshire  
My Commission Expires July 14, 2026

Exhibit A – Northbound Easement Description

Being a 1,844,119± square foot (42.34± acres) Conservation Easement located easterly of the northbound side of Interstate 95 in the Town of Hampton, County of Rockingham, State of New Hampshire. Said easement is shown as “Proposed Conservation Easement” on a plan entitled “Tax Map 172 Lot 9, Map 199 Lots 1 & 2, Conservation Easement Plan, New Hampshire Liquor Store No. 76, I-95 Northbound, Hampton, New Hampshire, County of Rockingham, Owned by State of New Hampshire Liquor Commission” prepared by TFMoran, Inc. dated August 16, 2023, recorded at the Rockingham County Registry of Deeds as Plan # D - 44280. Said easement is located within land now or formerly of the State of New Hampshire Liquor Commission recorded in Deed Book 2950 Page 1878, Deed Book 2950 Page 1880 and Deed Book 2960 Page 2750, bounded northwesterly and southwesterly by the northbound side of Interstate 95, southerly by the Taylor River, southeasterly by land now or formerly of the Town of Hampton recorded in Deed Book 3231 Page 1022, easterly by land now or formerly of First Hampton Associates LLC recorded in Deed Book 5441 Page 2693, northerly by land now or formerly of Szacik Revocable Trust recorded in Deed Book 5077 Page 477 and land now or formerly of Robert N. & Susan E. Walker recorded in Probate #00758 and is more particularly described as follows:

**BEGINNING** at a 6"x6" New Hampshire Highway Bound, said bound being located S 03°21'26" W a distance of 104.12 feet from a New Hampshire Highway Bound; thence through said land of the State of New Hampshire Liquor Commission the following thirty-nine courses:  
S 12°54'03" E a distance of 242.54 feet to a point; thence  
Along a non-tangent curve to the left having a radius of 88.34 feet, an arc length of 109.57 feet, a chord bearing of S 65°50'43" E and chord distance of 102.68 feet to a point; thence  
N 78°37'19" E a distance of 180.30 feet to a point; thence  
Along a non-tangent curve to the right having a radius of 195.93 feet, an arc length of 137.37 feet, a chord bearing of S 63°24'51" E and chord distance of 134.57 feet to a point; thence  
S 15°40'30" E a distance of 350.47 feet to a point; thence  
S 46°54'51" E a distance of 233.16 feet to a point; thence  
N 62°21'43" E a distance of 268.54 feet to a point; thence  
Along a non-tangent curve to the right having a radius of 107.53 feet, an arc length of 185.57 feet, a chord bearing of N 17°17'38" E and chord distance of 163.39 feet to a point; thence  
N 37°17'13" W a distance of 112.70 feet to a point; thence  
N 40°51'55" W a distance of 289.43 feet to a point; thence  
Along a non-tangent curve to the right having a radius of 117.46 feet, an arc length of 204.76 feet, a chord bearing of N 00°03'44" E and chord distance of 179.80 feet to a point; thence  
N 37°26'53" W a distance of 144.01 feet to a point; thence  
N 24°42'38" E a distance of 113.10 feet to a point; thence  
N 47°51'16" W a distance of 146.92 feet to a point; thence  
Along a non-tangent curve to the left having a radius of 219.24 feet, an arc length of 355.20 feet, a chord bearing of N 03°26'09" W and chord distance of 317.61 feet to a point; thence  
N 54°02'10" E a distance of 95.56 feet to a point; thence  
S 50°12'33" E a distance of 251.39 feet to a point; thence  
Along a non-tangent curve to the left having a radius of 205.56 feet, an arc length of 172.63 feet, a chord bearing of N 84°40'56" E and chord distance of 167.60 feet to a point; thence  
Along a non-tangent curve to the left having a radius of 87.76 feet, an arc length of 111.39 feet, a chord bearing of N 08°34'44" E and chord distance of 104.06 feet to a point; thence

Along a non-tangent curve to the right having a radius of 108.65 feet, an arc length of 170.06 feet, a chord bearing of N 04°49'12" E and chord distance of 153.22 feet to a point; thence

N 42°33'14" W a distance of 136.68 feet to a point; thence

N 64°30'11" W a distance of 115.01 feet to a point; thence

S 18°37'23" E a distance of 73.57 feet to a point; thence

S 74°16'47" W a distance of 92.69 feet to a point; thence

N 39°47'35" W a distance of 109.52 feet to a point; thence

N 20°39'45" E a distance of 133.31 feet to a point; thence

S 87°45'15" W a distance of 195.86 feet to a point; thence

N 03°43'21" E a distance of 78.23 feet to a point; thence

N 70°57'21" W a distance of 26.63 feet to a point; thence

S 28°15'39" W a distance of 133.30 feet to a point; thence

S 63°25'22" E a distance of 106.32 feet to a point; thence

Along a non-tangent curve to the left having a radius of 78.12 feet, an arc length of 144.97 feet, a chord bearing of S 27°44'42" W and chord distance of 125.04 feet to a point; thence

S 25°14'50" E a distance of 152.40 feet to a point; thence

S 51°45'56" W a distance of 78.01 feet to a point; thence

N 60°25'10" W a distance of 104.52 feet to a point; thence

N 16°50'19" W a distance of 26.68 feet to a point; thence

S 81°56'51" W a distance of 32.70 feet to a point; thence

N 65°40'21" W a distance of 51.42 feet to a point; thence

Along a non-tangent curve to the right having a radius of 249.97 feet, an arc length of 158.00 feet, a chord bearing of N 52°31'25" W and chord distance of 155.39 feet to a point; thence along the northbound side of Interstate 95 the following two courses:

N 14°39'09" E a distance of 229.91 feet to a point; thence

N 10°05'59" E a distance of 247.20 feet to a point, said point being located S 04°20'54" E a distance of 203.27 feet from a 6"x6" New Hampshire Highway Bound; thence along said land of the Town of Hampton, First Hampton Associates LLC, Szacik Revocable Trust and Robert N. & Susan E. Walker the following thirty-six courses:

S 89°05'14" E a distance of 155.72 feet to a point; thence

N 83°47'59" E a distance of 104.33 feet to a point; thence

N 52°16'09" E a distance of 48.16 feet to a point; thence

N 66°48'07" E a distance of 52.22 feet to a point; thence along a stone wall

N 70°06'08" E a distance of 39.72 feet to a point; thence along said stone wall

N 74°56'40" E a distance of 64.51 feet to a point; thence along said stone wall

N 69°46'03" E a distance of 30.86 feet to a point; thence along said stone wall

N 71°36'25" E a distance of 62.91 feet to a point; thence along said stone wall

N 78°04'02" E a distance of 17.34 feet to a point; thence along said stone wall

N 67°03'43" E a distance of 20.74 feet to a point; thence along said stone wall

N 73°38'36" E a distance of 163.60 feet to a point; thence along said stone wall

N 70°58'26" E a distance of 48.92 feet to a 1" iron pipe; thence along said stone wall

N 48°01'44" E a distance of 36.81 feet to a drill hole; thence

S 38°36'52" E a distance of 94.80 feet to a point; thence

S 48°32'11" E a distance of 44.54 feet to a point; thence

S 52°51'10" E a distance of 57.59 feet to a point; thence

S 58°37'08" E a distance of 18.01 feet to a point; thence

S 45°09'20" E a distance of 9.06 feet to a point; thence

N 55°21'31" E a distance of 51.80 feet to a point; thence

N 58°36'45" E a distance of 38.66 feet to a point; thence  
N 57°42'30" E a distance of 55.62 feet to a point; thence  
N 60°39'02" E a distance of 26.66 feet to a point; thence  
N 68°14'02" E a distance of 26.55 feet to a point; thence  
N 57°28'03" E a distance of 26.57 feet to an iron rod; thence along a stone wall  
N 03°33'00" E a distance of 28.24 feet to a point; thence along said stone wall  
N 06°42'48" E a distance of 71.78 feet to a point; thence along said stone wall  
N 06°50'55" E a distance of 54.50 feet to an iron rod; thence  
S 61°35'08" E a distance of 16.63 feet to a point; thence  
S 05°28'05" W a distance of 207.91 feet to a drill hole; thence along a stone wall  
S 05°32'07" W a distance of 302.47 feet to a point; thence along said stone wall  
S 05°54'52" W a distance of 74.49 feet to a drill hole; thence  
S 05°03'34" W a distance of 620.85 feet to a point; thence  
S 37°09'14" W a distance of 484.24 feet to a point; thence  
S 15°35'39" W a distance of 113.45 feet to a point; thence  
S 09°05'49" W a distance of 110.06 feet to a point; thence  
S 41°38'56" E a distance of 584.56± feet to a point; thence in a generally westerly direction along the  
Taylor River 2,450± feet to a point; thence along said northbound side of Interstate 95:  
N 20°16'49" E a distance of 400.26± feet to the point of **BEGINNING**....  
containing 1,844,119± square feet (42.34± acres), more or less.

**Exhibit B – Southbound Easement Description**

Being a 488,764± square foot (11.22± acres) Conservation Easement located westerly of the southbound side of Interstate 95 in the Town of Hampton, County of Rockingham, State of New Hampshire. Said easement is shown as "Conservation Easement" on a plan entitled "Tax Map 171 Lot 1, Conservation Easement Plan, New Hampshire Liquor Store No. 73, I-95 Southbound, Hampton, New Hampshire, County of Rockingham, Owned by State of New Hampshire Liquor Commission" prepared by TFMoran, Inc. dated August 8, 2023, recorded at the Rockingham County Registry of Deeds as Plan # D-44279. Said easement is located within land now or formerly of the State of New Hampshire Liquor Commission recorded in Deed Book 2385 Page 1273, Deed Book 2385 Page 753 and Deed Book 2388 Page 207, bounded southwesterly by the Taylor River, westerly and northwesterly by land now or formerly of Stefan Builders, LLC recorded in Deed Book 6077 Page 108, northwesterly by land now or formerly of Dianne LeBlanc & Paul E. Beaudry recorded in Deed Book 2836 Page 1359, northeasterly by the westerly sideline of Interstate 95 and is more particularly described as follows:

**BEGINNING** at a point in the westerly sideline of said Interstate 95, said point being located along a curve to the right having a radius of 5579.58 feet, an arc length of 677.82 feet, a chord bearing of N 11°23'18" E and chord distance of 677.82 feet from a point in the said westerly sideline of Interstate 95; thence along said Interstate 95 the following three courses:

Along a curve to the right having a radius of 5579.58 feet, an arc length of 528.91 feet, a chord bearing of S 17°35'03" W and chord distance of 528.71 feet to a point; thence

S 20°17'59" W a distance of 191.09 feet to a point; thence continuing

S 20°17'59" W a distance of 5± feet to the Taylor River; thence in a generally northwesterly direction along the Taylor River 1809± feet; thence along said land of Stefan Builders, LLC the following nine courses:

N 21°55'57" W a distance of 114.47 feet to a point; thence

N 00°34'03" E a distance of 210.00 feet to a point; thence

N 14°04'03" E a distance of 185.00 feet to a point; thence

N 89°34'03" E a distance of 110.00 feet to a 1" iron pipe; thence

N 53°34'03" E a distance of 150.00 feet to a point; thence

N 66°18'10" E a distance of 26.43 feet to a point; thence

N 17°59'41" E a distance of 110.35 feet to a 6"x6" New Hampshire Highway Bound; thence continuing

N 17°59'41" E a distance of 228.42 feet to a New Hampshire Highway Bound; thence

N 66°48'18" E a distance of 31.33 feet to a point; thence along said land of Dianne LeBlanc & Paul E. Beaudry the following three courses:

S 23°18'17" E a distance of 23.59 feet to a point; thence

N 63°08'29" E a distance of 290.00 feet to a point; thence

N 46°02'01" W a distance of 5.40 feet to a point; thence along said land of Stefan Builders, LLC the following three courses:

N 66°49'14" E a distance of 20.20 feet to a New Hampshire Highway Bound; thence

N 44°41'47" E a distance of 124.89 feet to a point; thence

N 24°04'49" E a distance of 104.12 feet to a point; thence along said Interstate I-95:

S 07°54'29" W a distance of 151.00 feet to a point, said point being located N 07°54'29" E a distance of 558.23 feet from a point in said westerly sideline of Interstate 95; thence through said land of the State of New Hampshire Liquor Commission the following eleven courses:

S 47°41'16" W a distance of 100.69 feet to a point; thence

S 48°54'28" W a distance of 390.46 feet to a point; thence  
S 13°39'14" W a distance of 160.69 feet to a point; thence  
S 53°05'41" W a distance of 295.95 feet to a point; thence  
S 29°37'31" W a distance of 155.95 feet to a point; thence  
S 12°18'25" W a distance of 103.84 feet to a point; thence  
S 20°13'26" E a distance of 193.65 feet to a point; thence  
S 13°14'12" W a distance of 214.67 feet to a point; thence  
S 73°53'09" E a distance of 167.82 feet to a point; thence  
N 61°04'20" E a distance of 173.23 feet to a point; thence  
S 77°44'11" E a distance of 215.68 feet to the point of **BEGINNING....**  
Containing 488,789± square feet (11.22± acres), more or less.





