

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **CABERNET BUILDERS OF STRATHAM, LLC**, a New Hampshire limited liability company, with a mailing address of PO Box 291, Stratham, NH (hereinafter referred to as the "Grantor" which includes the plural of the word where the context requires, and shall unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns)

for consideration paid, hereby grants to the **TOWN OF BARRINGTON**, a municipality duly organized under the laws of the State of New Hampshire, with a ~~principal place of business at~~ mailing address of ~~333 Calef Highway~~ PO Box 660, Barrington, New Hampshire, acting through its Conservation Commission, a public entity contributions to which are deductible for federal income tax purposes pursuant to the U.S. Internal Revenue Code, (hereinafter referred to as the "Grantee") which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns) the following described premises:

with WARRANTY COVENANTS, the following described premises:

See Exhibit A

Said Open Space Areas are subject to the Declaration of Protective Covenants for the River's Peak Subdivision recorded in the Strafford County Registry of Deeds on at Book , Page , which, by the acceptance and recording of this deed, the Grantee and its heirs, executors and assigns agree to be bound as more particularly described herein.

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#### I . PURPOSES

WHEREAS, the property possesses a variety of pristine wetland types, scenic views, undisturbed open space and forest

areas, and unique wildlife habitat that will be protected as mitigation for wetlands impacts on an adjacent property (hereinafter referred to as "conservation values") of great importance to the Grantor, the people of Barrington, the surrounding towns and the people of the State of New Hampshire; and

WHEREAS, in particular, the Property contains wetland that is considered valuable because of its size, abundance and diversity of flora and fauna, primary production, aesthetics, biological function, flood protection, water quality of Nippo Brook and the Isinglass River, beaver dam and undisturbed upland buffer; and

WHEREAS, the Grantee agrees by accepting this Deed to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

## **2. USE LIMITATIONS**

In furtherance of the projections provided for above, the within conveyance is made subject to the following use limitations:

i. The Open Space Areas shall be maintained in perpetuity as open space free from industrial or commercial activities.

ii. The Open Space Areas shall not be further subdivided or otherwise divided into parcels of separate ownership.

iii. No structure or improvement of any kind, except for ancillary structures such as viewing stands, sheds, garden structures or trail shelters, consistent with conservation purposes, shall be constructed, placed or introduced onto the Open Space Areas.

iv. No removal, filling, or other disturbances of soils surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be permitted on the Open Space Areas, except:

a. Upon the homeowners association's written permission after consultation and with the assent by the Barrington Conservation Commission; and

- b. As is necessary for the continued maintenance and operation of the Open Space Areas as a conservation area; and
- c. After all necessary federal, state and local permits and approvals are secured.
- v. No outdoor advertising structures such as signs and billboards shall be displayed in the Open Space Areas.
- vi. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Open Space Areas except as necessary to maintain the conservation purposes as stated herein.
- vii. There shall be no dumping, injection, burning or burial of materials of any kind.
- viii. There shall be no use of motorized vehicles within the Open Space Areas, except as allowed for maintenance activities described herein.
- ix. There shall be no cutting or removal of any trees except fallen trees, branches or dead trees within any portion of the Open Space Areas, or those trees that pose an imminent threat to person or property.
- x. There shall be no construction of buildings from which wastewater will be discharged.
- xi. There shall be no discharging of wastewater to the Open Space Areas.

### 3. RESERVED RIGHTS

Grantor hereby reserves to itself, its successors and assigns, the following rights with respect to said Property:

- i. The Grantor shall retain the right to permit or prohibit hunting, fishing, hiking and access to the general public from time to time.
- ii. The Grantor shall retain the right to permit or prohibit access by motorized recreational vehicles from time

to time and from one portion of the Property or another, as the Grantor may determine from time to time.

iii. The Grantor reserves the right to conduct forestry on said Property in accordance with a forest management plan approved by a forester licensed in the State of New Hampshire. The goal of said forest management plan shall not be the maximum production of lumber and wood products, but shall be the maintenance of a healthy forest for aesthetic and recreational purposes of the residents of the subdivision,

iv. As to Open Space Area B (Parcel B) only, the Grantor reserves the right to remove sand, gravel and other earth materials from Parcel B. This right shall expire on the earlier of when the last lot in the subdivision has a completed house erected thereon sold to a consumer or the road and other common improvements have been accepted as a completed public road by the Town of Barrington (the "Cessation Date"). Upon the cessation of use of Parcel B as a source for sand and gravel and no later than the foregoing Cessation Date, it shall be restored by the Grantor in accordance with the Reclamation Plan prepared by Beals Associates, PLLC and on file with the Town of Barrington Planning office.

v. The Grantor reserves the right to transfer its interests in this Property to an association of homeowners of the subdivision of which Parcels A and B are a part, the date of which assignment shall be at the discretion of the Grantor as described in the Declaration of Protective Covenants.

vi. As to Open Space Area B (Parcel B) only, the Granter also reserves the right to transfer its rights stated in subparagraph 3,iv above to a third party for the purpose of expediting the removal of sand, gravel and other earth materials, provided that such transferred rights shall terminate prior to the Cessation Date.

The Grantor must notify the Grantee prior to any exercise of the aforesaid reserved rights in Paragraphs v and vi above.

WHEREBY the Grantee, by accepting and recording this Warranty Deed for itself, its successors and assigns, agrees to be bound by, to observe and enforce its provisions, and to assume the rights and responsibilities granted to and incumbent

upon the Grantee, all in furtherance of the conservation purposes for which this Deed is delivered.

#### **4. ENFORCEMENT**

The burden of these restrictions shall run with the land and be enforceable by any present or future owners of any lot within the subdivision, or by the Grantor or the River's Peak Homeowners Association, or by any official of the Town of Barrington, however, the Town of Barrington shall not be deemed to have any obligation with respect to such enforcement.

#### **5. VIOLATION OF RESTRICTIONS**

i. In the event that a violation of any provision of this Declaration of Open Space comes to the attention of the owner of any lot within the subdivision, the Grantor or the Homeowners Association, or the Town of Barrington, the party allegedly causing such violation shall be notified in writing of the nature of such violation, which notice shall be delivered in hand or by certified mail, return receipt requested.

ii. Said party shall have ten (10) days after receipt of such notice to undertake appropriate actions including restoration, which are reasonably calculated to swiftly cure the conditions constituting the violation.

iii. If said party fails to take such curative action, the owner of any lot within the subdivision, the Grantor or the Homeowners Association, or the Town of Barrington may undertake any actions that are reasonably necessary to cure the violation, including the filing of appropriate legal action to enjoin prohibited conduct; the cost of any curative measure, including reasonable attorney's fees, shall be paid by the violating party.

IN WITNESS WHEREOF, Grantors and Grantee have set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR: CABERNET BUILDERS OF  
STRATHAM, LLC

\_\_\_\_\_  
Timothy Mason, Manager

The State of New Hampshire  
County of \_\_\_\_\_

Personally appeared Timothy Mason, Manager of Cabernet Builders of Stratham, LLC who acknowledged the foregoing to be her voluntary act and deed on behalf of the limited liability company.

Before me,

\_\_\_\_\_  
Notary Public/Justice of the Peace

GRANTEE:

~~TOWN OF BARRINGTON~~

ACCEPTANCE BY TOWN OF BARRINGTON

\_\_\_\_\_  
Board of Selectmen

Date: \_\_\_\_\_, 2014

By: \_\_\_\_\_

Mike Clark, Its Chair

Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Officer, personally appeared Mike Clark, who acknowledged himself to be the Chair of the Town of Barrington Board of Selectmen, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Barrington Board of Selectmen.

Conservation Commission

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Date: \_\_\_\_\_, 2014 By: \_\_\_\_\_  
Mike Wallace, Its Chair  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before  
me, the undersigned Officer, personally appeared Mike Wallace,  
who acknowledged himself to be the Chair of the Town of  
Barrington Conservation Commission, and that he, as such, being  
authorized to do so, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the Town of  
Barrington Board of Selectmen.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission  
expires: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~The State of New Hampshire~~  
~~County of \_\_\_\_\_~~

~~\_\_\_\_\_ Personally appeared \_\_\_\_\_ and \_\_\_\_\_~~  
~~\_\_\_\_\_ who acknowledged the foregoing~~  
~~to be [his][her][their] voluntary act and deed.~~

~~\_\_\_\_\_ Before me,~~  
\_\_\_\_\_  
\_\_\_\_\_  
~~Notary Public/Justice of the Peace~~

## APPENDIX A - Legal Description

The Property shall consist of the land, more particularly described below, shown as Open Space A and Open Space B on a Plat entitled "Subdivision Plan for Cabernet Builders of Stratham, Tax Map 215, Lot 1, New Bow Lake Road, Barrington, New Hampshire" recorded at the Strafford County Registry of Deeds as Plan \_\_\_\_\_, prepared by Doucet Survey Inc., dated \_\_\_\_\_.

Insert Legal Description

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