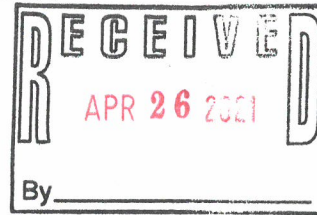


MINOR SUBDIVISION APPLICATION

(a total of three or fewer lots)

City of Rochester, New Hampshire



Date: 4/20/21 Is a conditional needed? Yes: No: Unclear: X
(If so, we encourage you to submit an application as soon as possible.)

Property information

Tax map #: 242; Lot #'s: 9; Zoning district: Agricultural
Property address/location: Haven Hill Rd.
Name of project (if applicable): _____
Size of site: 19.44 acres; overlay zoning district(s)? no

Property owner

Name (include name of individual): Andre' H & Edwinna C Vanderzanden
Mailing address: 1187 SALMON FALLS RD, ROCHESTER, NH 03868
Telephone #: 603-332-8827 Email: edwinna.vanderzanden@6mail.com

Applicant/developer (if different from property owner)

Name (include name of individual): Same

Mailing address: _____

Telephone #: _____ Email: _____

Engineer/surveyor

Name (include name of individual): Kevin McEneaney
Mailing address: PO Box 681 - 24 Chestnut St Dover, NH 03820
Telephone #: 603-742-0911 Fax #: 743-3019
Email address: Kevin425@aol.com Professional license #: 661

Proposed project

Number of proposed lots: 1; Are there any pertinent covenants? Current use
 Number of cubic yards of earth being removed from the site? none
 City water? yes no X; How far is City water from the site? 2⁺ miles
 City sewer? yes no X; How far is City sewer from the site? 3⁺ miles

Wetlands: Is any fill proposed? NO; area to be filled: NONE; buffer impact? _____

Comments

Please feel free to add any comments, additional information, or requests for waivers here:

Purpose of minor subdivision is to separate NON-
Easement land from abutting land subject to Conservation
Easement held by Southeast Land Trust

Submission of application

This application must be signed by the property owner, applicant/developer (if different from property owner), and/or the agent.

I (we) hereby submit this Subdivision application to the City of Rochester Planning Board pursuant to the City of Rochester Subdivision Regulations and attest that to the best of my knowledge all of the information on this application form and in the accompanying application materials and documentation is true and accurate. As applicant/developer (if different from property owner)/as agent, I attest that I am duly authorized to act in this capacity.

Signature of property owner: [Signature]

Date: 4/20/21

Signature of applicant/developer: [Signature]

Date: _____

Signature of agent: _____

Date: _____

Authorization to enter subject property

I hereby authorize members of the Rochester Planning Board, Zoning Board of Adjustment, Conservation Commission, Planning Department, and other pertinent City departments, boards and agencies to enter my property for the purpose of evaluating this application including performing any appropriate inspections during the application phase, review phase, post-approval phase, construction phase, and occupancy phase. This authorization applies specifically to those particular individuals legitimately involved in evaluating, reviewing, or inspecting this specific application/project. It is understood that these individuals must use all reasonable care, courtesy, and diligence when entering the property.

Signature of property owner: [Signature]

Date: 4/20/21

Andre H & Edwinna C. Vanderzanden
Prodigue Farm
1187 Salmon Falls Rd
Rochester, NH 03868
603-332-8827
evanderz@metrocast.net

The City of Rochester, Planning Board
Wakefield St.
Rochester, NH 03867

April 23, 2021

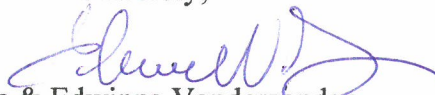
Gentlepersons;

Accompanying this correspondence please find material in support of our application for a minor subdivision of land we own at Salmon Falls and Haven Hill Roads in Rochester. The purpose of this subdivision is to separate 19.48 acres of land on which no conservation easement has been granted from the abutting 78.95 acres of land upon which we granted a conservation easement to Strafford Rivers Conservancy in December of 1999. Both parcels are in current use taxation. .

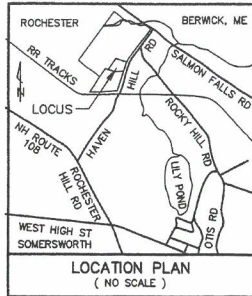
We have no immediate intention of developing the 19.48 acres abutting Haven Hill Road which we seek to have designated as a separate lot from the conservation land. . .

Please call me at 603-332-8827 with any questions. Thanks as ever for your help.

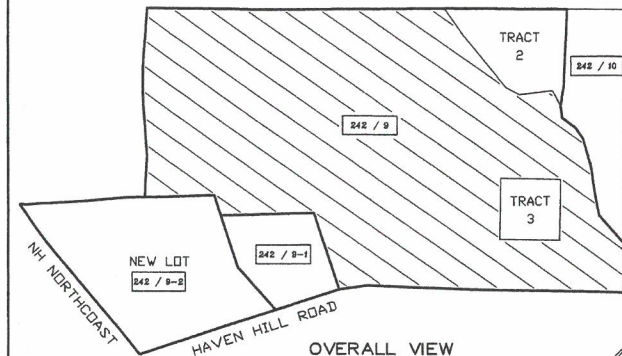
Sincerely,



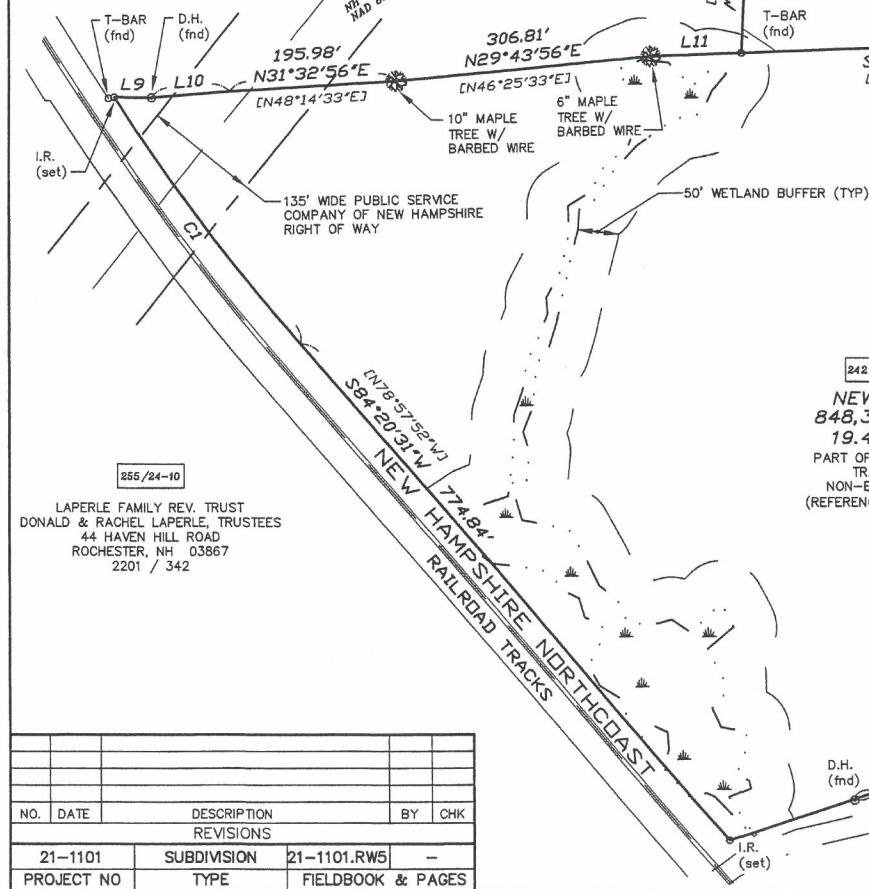
Andre & Edwinna Vanderzanden



HOUSING AUTHORITY OF ROCHESTER
C/O BUSINESS FINANCE AUTHORITY OF NH
2 PILLSBURY ST STE 101
CONCORD, NH 03301
4029 / 908



No.	Bearing	Distance
L2	S62°22'39"W	95.00'
	[S79°04'16"W]	
L4	N73°36'14"W	125.00'
	[N56°54'37"W]	
L9	N35°36'01"E	45.12'
	[N52°17'38"E]	
L10	N30°35'11"E	94.17'
	[N47°16'48"E]	
L11	N32°56'26"E	107.63'
	[N49°38'04"E]	



NO.	DATE	DESCRIPTION	BY	CHK
21-1101		SUBDIVISION	21-1101.RW5	-
PROJECT NO		TYPE	FIELDBOOK & PAGES	

No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	7°25'41"	2831.93'	367.14'	366.89'	S88°03'21"W

I HEREBY CERTIFY THAT THIS PLAT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE WHICH HAS A MAXIMUM ERROR OF CLOSURE OF 1 PART IN 15,000."

FOR MORE INFORMATION ABOUT THIS SUBDIVISION, CONTACT THE CITY OF ROCHESTER PLANNING DEPARTMENT, 31 WAKEFIELD STREET, ROCHESTER, NH 03867, (603) 335-1338

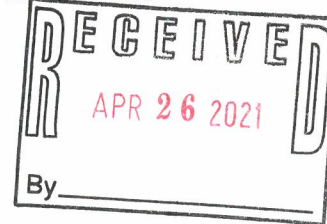
FINAL APPROVAL BY ROCHESTER PLANNING BOARD.

CERTIFIED BY _____

DATE _____

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GRANTED WAIVERS: NONE.



NOTES:

- SEE SHEET 2 OF 2 FOR NOTES & REFERENCE PLANS.

SHEET 1 OF 2

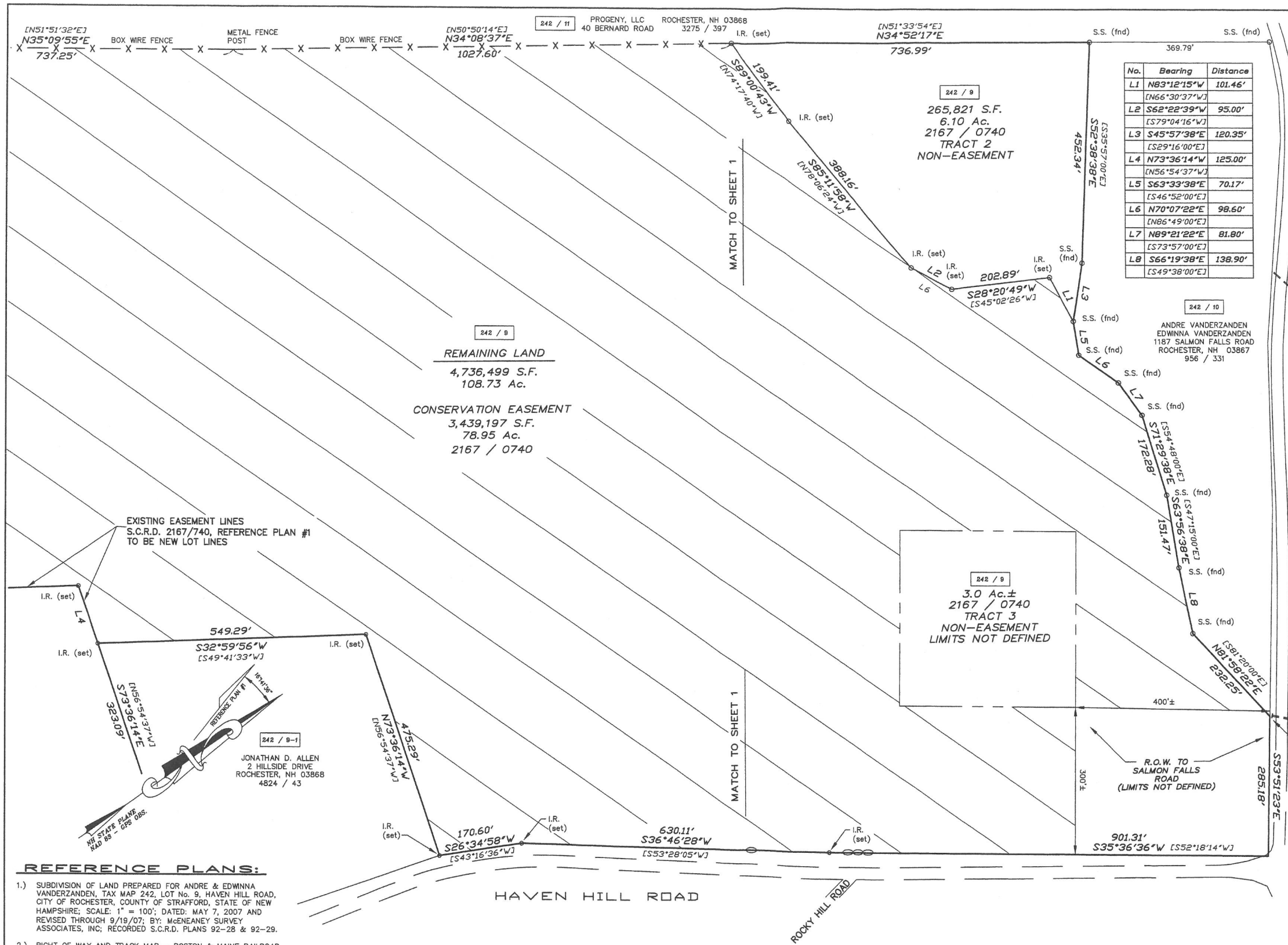
SUBDIVISION OF LAND
PREPARED FOR
ANDRE & EDWINNA VANDERZANDEN
TAX MAP 242, LOT No. 9
HAVEN HILL ROAD
CITY OF ROCHESTER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

DRAWN BY: KJF
SCALE: 1" = 100'

FILE: MSA\1101\DWG\21-1101SUB
DATE: APRIL 19, 2021

McNeaney
Survey
Associates
of NEW ENGLAND
P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0911

SURVEYING - PLANNING - CONSULTING



- NOTES:**
- OWNERS OF RECORD:
ANDRE VANDERZANDEN
EDWINNA VANDERZANDEN
1187 SALMON FALLS ROAD
ROCHESTER, NEW HAMPSHIRE 03867
S.C.R.D. VOL. 1003, PAGE 625
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NO.	DATE	DESCRIPTION	BY	CHK
REVISIONS				
21-1101	SUBDIVISION	21-1101.RWS	-	
PROJECT NO	TYPE	FIELDBOOK & PAGES		

FOR MORE INFORMATION ABOUT THIS SUBDIVISION, CONTACT THE CITY OF ROCHESTER PLANNING DEPARTMENT, 31 WAKEFIELD STREET, ROCHESTER, NH 03867, (603) 335-1338

FINAL APPROVAL BY ROCHESTER PLANNING BOARD.
CERTIFIED BY _____
DATE _____

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GRANTED WAIVERS: NONE.

242 / 7
CITY OF ROCHESTER
31 WAKEFIELD STREET
ROCHESTER, NH 03867
279 / 278

"I HEREBY CERTIFY THAT THIS PLAT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE WHICH HAS A MAXIMUM ERROR OF CLOSURE OF 1 PART IN 15,000."

SHEET 2 OF 2

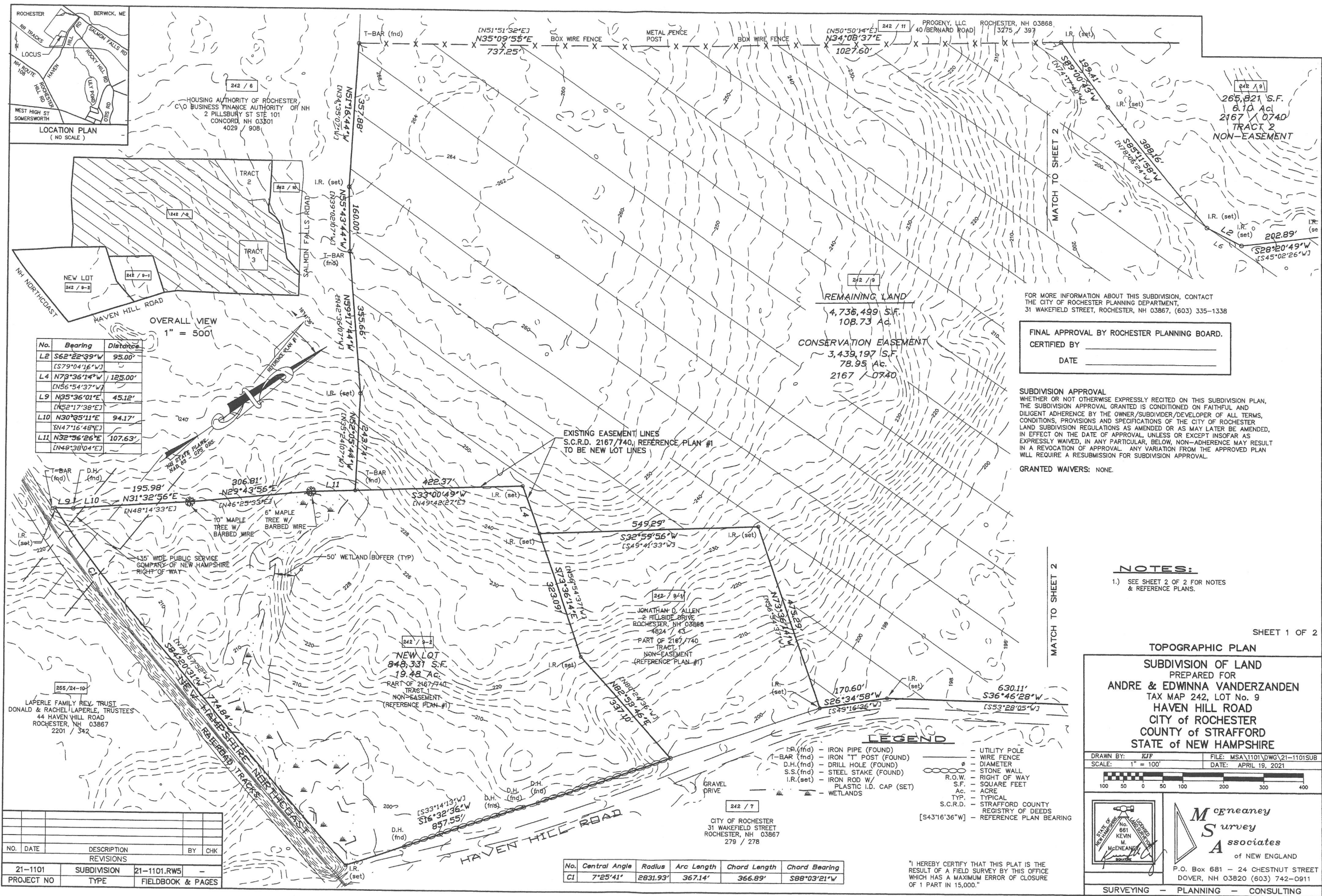
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COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

DRAWN BY: KTF FILE: MSA\1101\DWG\21-1101SUB
SCALE: 1" = 100' DATE: APRIL 19, 2021

100 50 0 50 100 200 300 400

McNeaney
Survey
Associates
of NEW ENGLAND
P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0911

SURVEYING - PLANNING - CONSULTING



No.	Bearing	Distance
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	[S79°04'16"W]	
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SHEET 1 OF 2

TOPOGRAPHIC PLAN

SUBDIVISION OF LAND

PREPARED FOR

ANDRE & EDWINNA VANDERZANDEN

TAX MAP 242, LOT No. 9

HAVEN HILL ROAD

CITY OF ROCHESTER

COUNTY OF STRAFFORD

STATE OF NEW HAMPSHIRE

DRAWN BY: KJP

FILE: MSA\1101\DWG\21-1101SUB

SCALE: 1" = 100'

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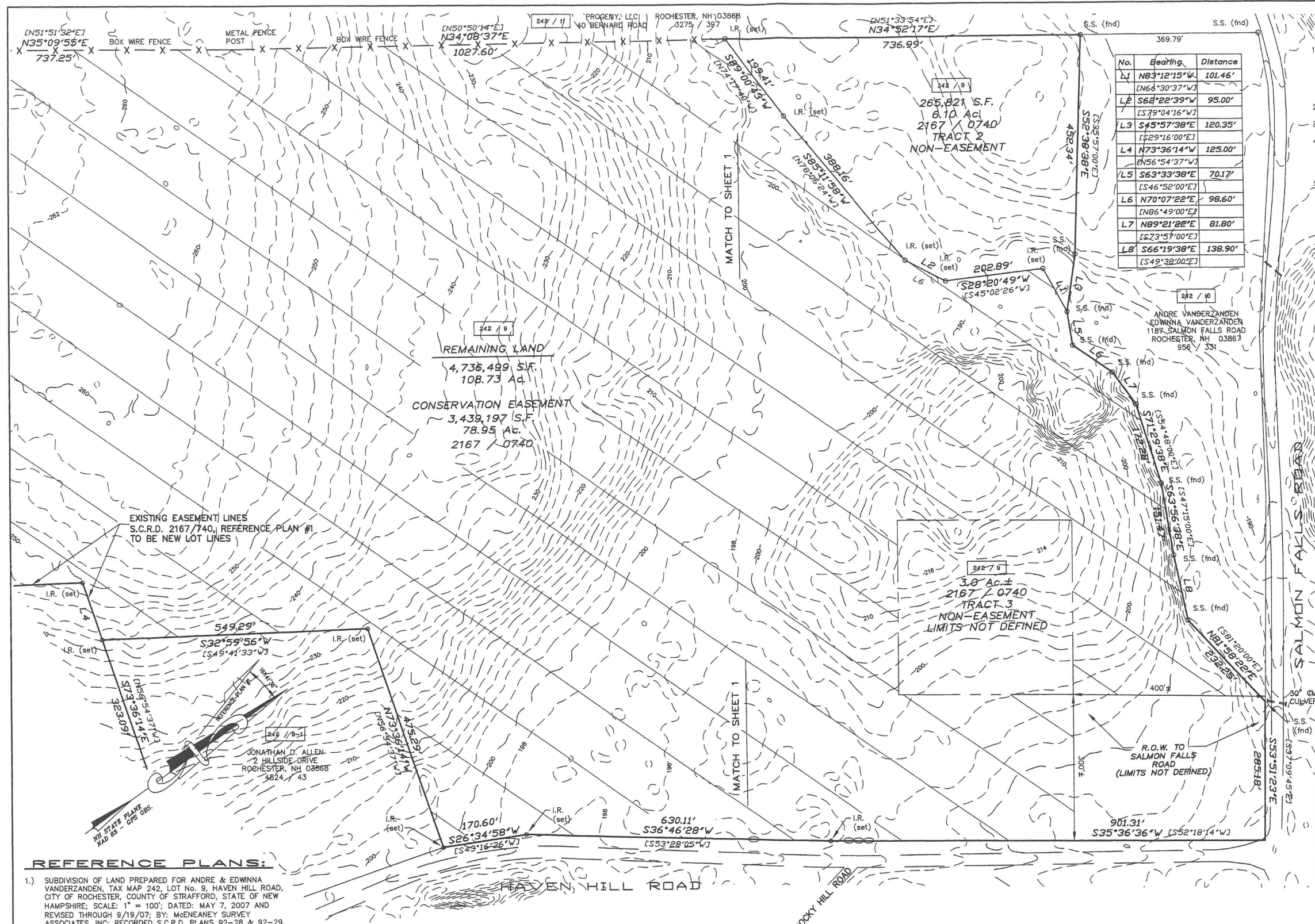
McNeaney Associates

of NEW ENGLAND

P.O. Box 681 - 24 CHESTNUT STREET

DOVER, NH 03820 (603) 742-0911

SURVEYING - PLANNING - CONSULTING



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L3	S45°57'38"E	120.35'
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	[S46°52'00"E]	
L6	N70°07'22"E	98.60'
	[N86°49'00"E]	
L7	N89°21'22"E	81.80'
	[S73°57'00"E]	
L8	S66°19'38"E	138.90'
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REVISIONS				
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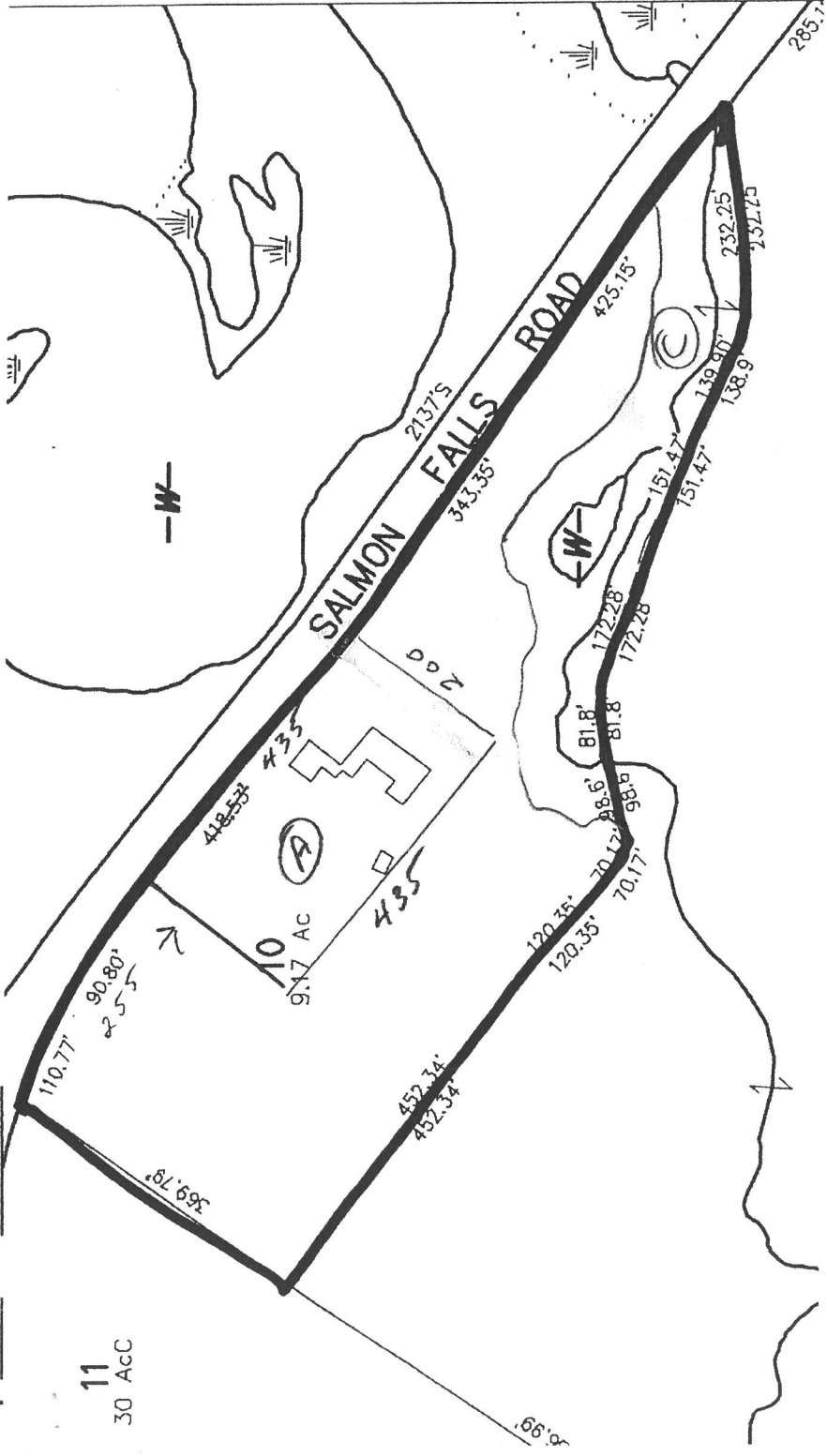
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McNeaney Survey Associates
of NEW ENGLAND
P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0911
SURVEYING - PLANNING - CONSULTING

CURRENT USE MAP

Date 10/14/10

Map 242 Lot 10



Key Total Acres in Parcel 9.17

<input checked="" type="checkbox"/> (A)	Land not in Current Use	2.0 Acres
<input checked="" type="checkbox"/> (B)	Farm Land	3.17 Acres
<input checked="" type="checkbox"/> (C)	Unproductive Wet	2.0 Acres
<input type="checkbox"/>		Acres
<input type="checkbox"/>		Acres

Owner's Initials

Map must indicate:

- Boundaries of land NOT in Current Use including driveway,
- Categories of Current Use land types, acreage of each type, and the location on the parcel.

UPDATE

FORM
A-10

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
APPLICATION FOR CURRENT USE

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME	Vanderzanden	FIRST NAME	André
	LAST NAME	Vanderzanden	FIRST NAME	Edwinna
	STREET ADDRESS			
	1187 Salmon Falls Rd and 1215 Salmon Falls			
	ADDRESS (continued)			
TOWN/CITY		STATE		ZIP CODE
Rochester				

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET				
	Salmon Falls and Haven H.11 Road				
	TOWN/CITY		COUNTY		
	Rochester				
	ACRES IN PARCEL	ACRES IN CURRENT USE	ACRES OF THIS APPLICATION	BOOK #	PAGE #
MAP #	LOT #	MAP #	LOT #	MAP #	LOT #

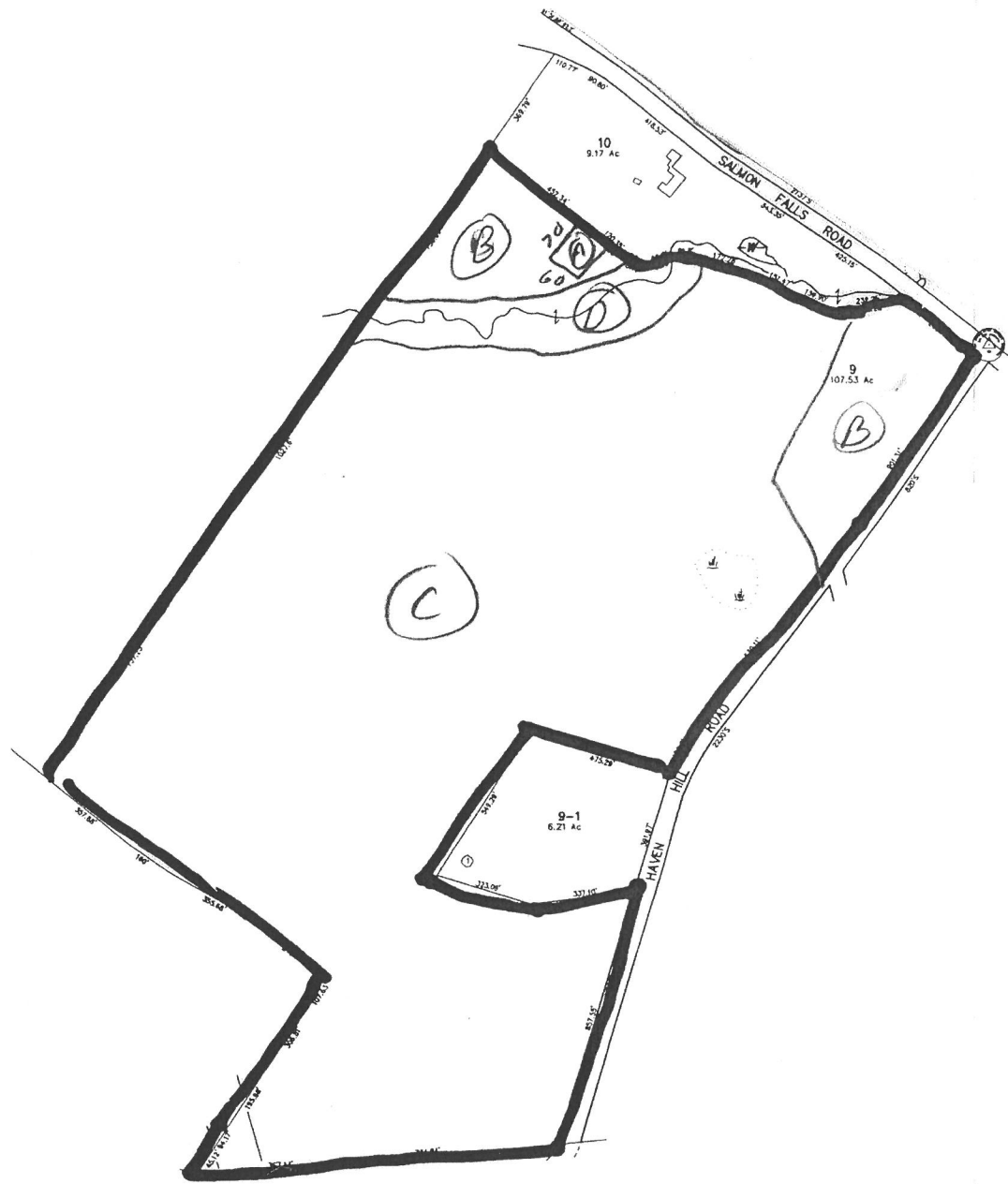
NOTE: Lots must be contiguous. Non-contiguous lots must be submitted on a separate application.

STEP 3 DOCUMENTATION

(a)	Is a Soil Potential Index (SPI) percentage for Farm Land submitted:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(b)	Is documentation to support an assessment within the "Forestland with Documented Stewardship" category submitted:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(c)	If yes, indicate the type of documentation:		
	<input checked="" type="checkbox"/> Documentation of a Certified Tree Farm;		
	<input type="checkbox"/> A Forest Stewardship plan signed by a licensed forester, or		
	<input type="checkbox"/> Form CU-12 "Summary of Forest Stewardship Plan".		
(d)	Did you submit a map of each parcel of property going into Current Use?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(e)	Does your map show both the current use land and non-current use land and orientations of the property?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

CURRENT USE MAP

Date _____



Key

Total Acres in Parcel 107.53

(A)	Land not in Current Use	<u>.01</u> Acres
(B)	<u>FARM LAND</u>	<u>13</u> Acres
(C)	<u>PINE</u>	<u>90.02</u> Acres
(D)	<u>UNPRODUCTIVE</u>	<u>4.5</u> Acres
(E)	<u>WATER</u>	<u>4.5</u> Acres

Owner's Initials lee

Map must indicate:

- Boundaries of land **NOT** in Current Use including driveway,
- Categories of Current Use land types, acreage of each type, and the location on the parcel.



**This is a Non-Contractual
Conveyance Pursuant to new
Hampshire RSA 78-B:2 and
is Thereby Exempt from
New Hampshire Real Estate
Transfer Tax.**

CONSERVATION EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that the undersigned ANDRE H. VANDERZANDEN, M.D. and EDWINNA C VANDERZANDEN, husband and wife, of 1187 Salmon Falls Road, City of Rochester, County of Strafford, State of New Hampshire (hereinafter the "Grantors"), for the sum of One Dollar and other valuable consideration, grant a Conservation Easement in perpetuity to the STRAFFORD RIVERS CONSERVANCY, a voluntary corporation duly organized and existing under the laws of the State of New Hampshire with a mailing address of P.O. Box 623, City of Dover, New Hampshire 03820, which entity has been determined to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter referred to as "Grantee" unless the context clearly indicates otherwise, includes the Grantee's successors and assigns),

The Conservation Easement (hereinafter the "Easement") shall apply to a delineated portions of a certain parcel of land (hereinafter the "Property") with any and all buildings, structures and improvements thereon/being largely unimproved land situated on the Salmon Falls and Haven Hill Roads in the City of Rochester, County of Strafford, State of New Hampshire, more particularly bounded and described on a Plan of McEneaney Associates dated December 1999 to be recorded, said description to be incorporated by reference herein, being a part of the land conveyed to the Grantors by deed of Charles and Roberta Murray dated September 14, 1977 and recorded in the Strafford County Registry of Deeds at Book 1003, Page 625.

1. PURPOSES OF THE EASEMENT

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

The preservation of open spaces, particularly the areas of productive farm and/or forest land of which the Property described in Exhibit A being subject to the Easement for the scenic enjoyment of the general public. This purpose is consistent with the clearly delineated open space conservation goals and/or objectives as stated in the Master Plan of the City of Rochester as well as consistent with the provisions of New Hampshire RSA Chapter 79-A which states in relevant part: "It is hereby declared to be in the public interest to encourage the preservation of open spaces in the state by providing a healthful

and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest and wildlife resources."

This purpose is further consistent with and in accordance with the United States Internal Revenue Code, Section 170(h).

2. **USE LIMITATIONS OF THE EASEMENT**

A. The Property shall be maintained in perpetuity as open space and/or agricultural, recreational and/or forest land. No industrial or commercial activities other than the raising of livestock, the sale and production of agricultural and forestry products shall be conducted upon the lands burdened by the easement. The productive capacity of the Property to produce forestry and/or agricultural crops shall not be degraded by on-site activities including but not limited to mining of sand, gravel, top soil or other permanent degradation to the land.

i. For the purposes hereof "agriculture" and "forestry" shall include animal husbandry, horticultural activities, the production of forage crops and animal products for domestic or commercial purposes; the growing, stocking, cutting and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products consistent with the accepted silvicultural practices, the processing and sale of products produced on the Property (such as pick-you-own fruits and vegetables and/or maple syrup production)

ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with coordinated management plan for the site and soils of the Property. Forestry and agricultural management activities shall be in accordance with current scientifically based practices recommended by the Cooperative Extension Service of the University of New Hampshire, US Natural Resources Conservation Service, or other governmental or private nonprofit natural resource conservation and management agencies which are then active. Any agriculture or forestry management activities shall not materially impair the scenic quality of the Property as viewed from public waterways and/or roadways.

B. The Property shall not be subdivided other than as permissible in areas excluded from the easement as more fully described in the above referenced Plan of McEneaney Associates of December, 1999 to be recorded.

C. Other than tracts 1,2, and 3 and rights of access to tract 3 as set forth in the plan of McEneaney Associates of December 1999 which are excluded from the Property, no home or commercial structure shall be constructed, placed or introduced onto the Property. However, ancillary farm and agricultural structures and improvements including, but not limited to, timber access

roads, fences, bridges, culverts, barns and riding areas, maple sugar houses or sheds and paddocks or pasture fencing may be constructed, placed or introduced onto the Property as necessary in the accomplishment of the agricultural, forestry, conservation or noncommercial outdoor recreational uses of the Property and provided that such structures are not detrimental to the scenic, agricultural, recreational and wildlife habitat protection purposes of this Easement.

D. No removal, or mining, or other disturbance of soil or marsh surfaces or any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed upon the Property unless such activities are approved by any state or local agency with jurisdiction and:

i. are reasonably and commonly necessary in accomplishment of the forestry, agricultural, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and

ii. do not harm state or federally recognized rare, threatened, or endangered species; any such determination of harm shall be based upon information from the New Hampshire Natural Heritage Inventory or a successor agency then recognized by the State of New Hampshire as having jurisdiction over and responsibility for identification and conservation of such species; and

iii. are not detrimental to the scenic, agricultural, recreational, wildlife habitat protection purposes of this Easement.

E. No outdoor advertising structures such as signs or billboards shall be erected or displayed upon the Property except signs limiting access to the Property as desirable and necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and further provided that any such signs shall not be detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, top soil, or other similar materials from the Property, except in connection with improvements made pursuant to the provisions of paragraph C., D. or E. herein above.

G. There shall be no dumping, waste disposal, burning or burial of manmade materials or any materials known to be environmentally hazardous upon the Property. This shall not, however limit the agricultural use of commercial or natural fertilizers or of manure in accordance with accepted farming practices.

3. RESERVED RIGHTS

A. Any rights not herein granted are specifically reserved to the Grantors.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

C. The Grantors for themselves, their heirs, successors and assigns reserve the right to construct reasonable access to Tract 3 excluded from the Property subject to the easement

4. **BENEFITS, BURDENS, AND ACCESS TO THE PROPERTY**

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 any qualified organization consistent with Section 170(h)(3) of the United States Internal Revenue Code of 1980, as amended, or 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 Grantors shall have reasonable access to the Property and all of its parts for their own agricultural, farming and recreational uses or the uses of any lessee of such Property. The Grantee shall also have access to the Property and all of its parts for inspection as is necessary to determine continued compliance with and enforcement of this Easement as well as to exercise rights conveyed hereby and fulfill the responsibilities and duties assumed by the acceptance of this Easement.

5. **BREACH OF EASEMENT**

A. Should any breach of this Easement, or conduct by anyone inconsistent with this Easement, come to the attention of the grantee, it shall notify the Grantors in writing of such breach or conduct, said notice shall be delivered in hand or by certified mail, return receipt requested.

B. The Grantors shall, within thirty (30) days after the receipt of such notice or after otherwise learning of such breach or conduct, undertake such reasonable and necessary actions as may be required including restoration to cure said breach or to terminate said conduct and to repair any damage occurring as a consequence thereof. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantors fail to take such proper action under the preceding paragraph, 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 reasonable expenses court costs and legal fees shall be paid by the Grantor's successors and assigns as the case may be.

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, and earth movement, or from any prudent action taken by the Grantor or his successors or agents under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantors 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.

6. **POWER OF TERMINATION**

A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Strafford County Conservation District, as the case may pertain, shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. The Strafford County Conservation District, in the event of such breach, shall also have the right, for cause only, to terminate the interests of the Grantee in the Property by recording a notice to that effect in the Strafford County Registry of Deeds referring to this Easement and thereafter the appropriate District shall exercise the rights granted to the Grantee in this deed.

B. The interests held by the Strafford Rivers Conservancy or the Strafford County Conservation District, as the case may pertain, are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 4.A. Any such assignee or transferee shall have like power of assignment or transfer.

7. **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, after a full hearing on the merits, or by confirmation of an arbitration award, 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.

8. **SEPARATE PARCEL**

The Grantors agree that for the purposes of determining compliance with any present or future bylaw, order, ordinance or regulation (hereinafter the "legal requirements") of the City of Rochester or the State of New Hampshire, the

Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any other land of the Grantors, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any legal requirements as to area, density, setback or other dimensional standard applicable to retained lands of the Grantors.

9. **CONDEMNATION**

A. Whenever all or any 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 Grantors, their successors and assigns shall thereupon act 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.

10. **ARBITRATION OF DISPUTES**

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire law.

B. The Grantors and the Grantee shall each choose an arbitrator within thirty (30) days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within thirty (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.

D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute to arbitration, shall be finding upon the parties and shall be enforceable as part of this Easement.

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, the undersigned have hereto set their hands this 29th day of December, 1999.

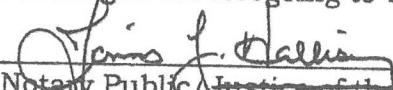

Andre H. Vanderzanden, Grantor


Edwinna C. Vanderzanden, Grantor

State of New Hampshire
County of Strafford

December 29, 1999

Personally appeared Andre H. Vanderzanden and Edwinna C. Vanderzanden
this 29th day of December, 1999, who acknowledged the foregoing to be their
voluntary acts and deeds.

By: 
Notary Public / Justice of the Peace
Dennis L. Hallisey

ACCEPTED: STRAFFORD RIVERS CONSERVANCY My commission expires:
July 10, 2001

By: _____

Title: _____
Duly Authorized

Date: _____

ACCEPTED: STRAFFORD COUNTY CONSERVATION DISTRICT

By: _____

Title: _____
Duly Authorized

Date: _____

EXHIBIT ALEGAL DESCRIPTION

A certain tract of land situate in Rochester, in the County of Strafford and State of New Hampshire, on the southwesterly side of the Salmon Falls Road, so-called, and bounded and described as follows, to-wit:

Beginning on said Road at a steel stake at the most southerly corner of a 9.17 acre parcel of land, with buildings, which was conveyed by said Charles R. and Roberta R. Murray to George Miaoulis, Jr. and Anne A. Miaoulis by deed dated June 4, 1973 (and recorded in Strafford County Registry of Deeds), and near a brook; and thence running North 81° 20' West, on a computed straight line which crosses the meanders of said brook, by said Murray-to-Miaoulis land (which is true of this and the next eight courses hereinafter stated, all distances herein stated being more or less), two hundred thirty-two and twenty five hundredths (232.25) feet, more or less, to a steel stake on the southerly side of said brook; thence deflecting to the right and running North 49° 38' West one hundred thirty-nine and ninety hundredths (139.90) feet to a steel stake; thence deflecting to the right and running North 47° 15' West one hundred fifty-one and forty-seven hundredths (151.47) feet to a steel stake; thence deflecting to the left and running North 54° 48' West one hundred seventy-two and twenty-eight hundredths (172.28) feet to a steel stake; thence deflecting to the left and running North 73° 57' West eighty-one and eighty hundredths (81.80) feet to a steel stake; thence deflecting to the left and running South 86° 49' West ninety-eight and sixty hundredths (98.60) feet to a steel stake; thence deflecting to the right and running North 46° 52' West seventy and seventeen hundredths (70.17) feet to a steel stake; thence deflecting to the right and running (crossing to the northerly side of said brook) North 29° 16' West one hundred twenty and thirty-five hundredths (120.35) feet to a steel stake; thence deflecting to the left and running North 35° 57' West (in part by the relics or sections of an interrupted fence) four hundred fifty-two and thirty-four hundredths (452.34) feet to a steel stake at land of George Gagne, said last-mentioned steel stake being located a distance of three hundred sixty-nine and seventy-nine hundredths (369.79) feet on a course of South 51° 38' West from another steel stake at said Salmon Falls Road at the division between said Murray-to-Miaoulis land and said Gagne land (the courses and distances from the point of beginning to this point are taken from a certain "Plan of Land of Charles R. Murray to be sold to George Miaoulis, Salmon Falls Road, Rochester, N.H." made by David A. Berry, Registered Land Surveyor, under date of May, 1973, File No. DB-1973-28, bearing approval by the Rochester, New Hampshire Planning Board under date of May 25, 1973, and recorded in said Registry of Deeds in Pocket 12, Folder 2, as Plan #29); thence turning and running in a southwesterly direction, by said George Gagne land, about two thousand four hundred ninety (2,490) feet to land now or formerly of The American Lutheran Church at a "corner post built with steel angle iron" (the description of this point of intersection and the next five courses and distances are taken from a certain "Plan of Land, The American Lutheran Church, Route #16, Rochester, N.H." made by Norman G. Leclerc, Registered Land Surveyor, bearing date November 22, 1971, approved by Rochester Planning Board on February 14, 1972, and recorded in said Registry of Deeds in Pocket 6, Folder 3, as Plan #28); thence

turning and running South $34^{\circ} 59'$ East three hundred fifty-seven and eighty-eight hundredths (357.88) feet to an iron pipe; thence deflecting to the left and running South $39^{\circ} 26'$ East by a stone wall one hundred sixty (160) feet to a metal fence post; thence deflecting to the left and running South $43^{\circ} 00'$ East along the line of a fence three hundred fifty-five and sixty-six hundredths (355.66) feet to a metal fence post; thence deflecting to the right and running South $35^{\circ} 48'$ East two hundred forty-three and seventy-four hundredths (243.74) feet to a steel tee; thence turning to the right and running along the remains of a fence and in part by a stone wall South $47^{\circ} 21'$ West seven hundred fifty-six and ninety-six hundredths (756.96) feet, crossing a one hundred thirty-five (135) foot wide Public Service Company of New Hampshire right-of-way to a steel tee at the end of a stone wall at land or right-of-way of the Boston & Maine Corporation (formerly Railroad) (the last five courses having been by said American Lutheran Church land); thence turning and running in a southeasterly (nearly easterly) direction by said Boston & Maine Corporation land, again crossing said Public Service Company of New Hampshire right-of-way, about one thousand one hundred forty (1,140) feet to a highway called the Haven Hill Road; thence turning and running in a generally northeasterly direction, by the northwesterly side line of said Haven Hill Road, about two thousand nine hundred thirty (2,930) feet to the intersection of said Haven Hill and said Salmon Falls Road; thence turning and running in northwesterly direction by the southwesterly side of said Salmon Falls Road about two hundred seventy (270) feet to the point of beginning.

EXCLUDING from said easement the following 3 tracts:

TRACT 1

Beginning at a point at the southeasterly corner of the above described parcel, said point being on the northwesterly side line of Haven Hill Road at land now or formerly of the Boston & Maine Corporation; thence running northeasterly by said Haven Hill Road 1,249 feet, more or less; thence turning and running northwesterly 475 feet, more or less; thence turning and running southwesterly 549 feet, more or less; thence turning and running northwesterly 125 feet, more or less; thence turning and running southwesterly 422 feet, more or less, to a marker at land formerly of the American Lutheran Church; thence continuing southwesterly along said church land 750 feet, more or less, to a marker at land now or formerly of Boston & Maine Corporation; thence turning and running southeasterly along said Boston & Maine Corporation land 1,140 feet, more or less, to Haven Hill Road and the point of beginning.
Said tract containing 26 acres, more or less.

TRACT 2

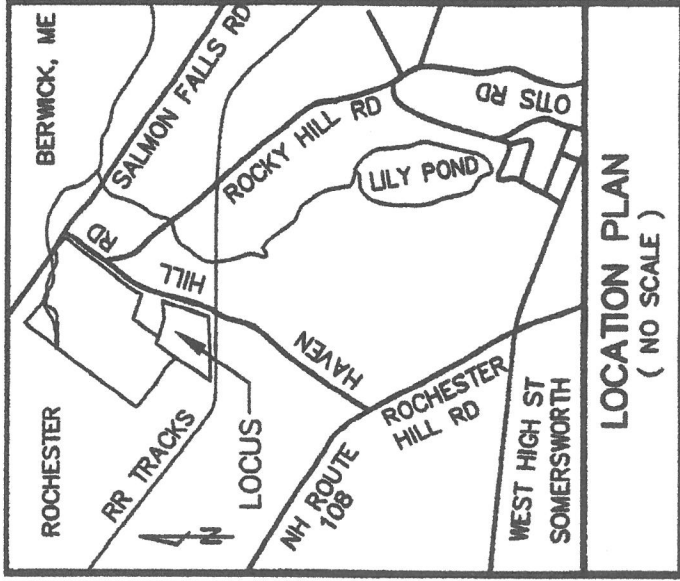
Beginning at a steel stake at the northerly corner of the within described tract, said steel stake also being the westerly corner of other land of the grantor, at land now or formerly of George Gagne; thence running southwesterly along land now or formerly of said Gagne 737 feet, more or less, to a point; thence turning and running generally southeasterly 990 feet, more or less, to a steel stake at other land of the grantor; thence turning and running along said other land of the grantor northwesterly 120.35 feet to a steel stake; thence turning and running northwesterly 452.34 feet to a steel stake at the point of beginning.
Said tract containing 6 acres, more or less.

TRACT 3

A certain tract of land, not to exceed 3 acres in size located approximately 300 feet northerly of Haven Hill Road and approximately 400 feet westerly of Salmon Falls Road. Said parcel is more particularly shown on the plan referenced below.

Reserving to tract 3 the right of access from Salmon Falls Road over the easement area as shown on said plan.

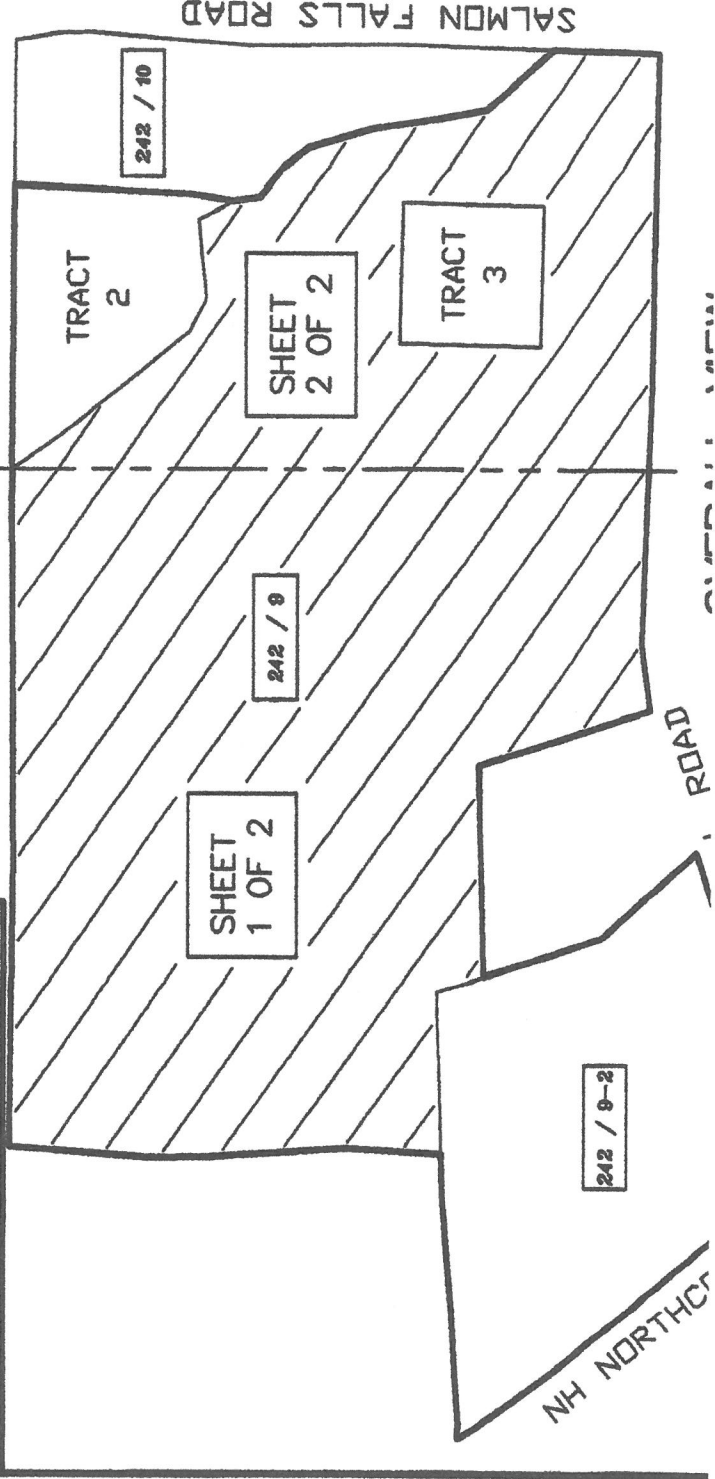
Reference is made to a plan dated December, 1999 by McEneaney Survey Associates, Inc. entitled "Conservation Easement Plan prepared for Andre H. Vanderzanden, M.D. and Edwinna C. Vanderzanden - Salmon Falls Road and Haven Hill Road - Rochester, N.H."



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HOUSING AUTHORITY OF ROCHESTER
c/o BUSINESS FINANCE AUTHORITY OF NH
2 PILLSBURY ST STE 101
CONCORD, NH 03301
4029 / 908

MATCH
LINE



[N34°35'07"W]
[N51°16'44"W]

I.R. (set)

57

T-BAR
(fnd)

5N
[N]