WARRANTY DEED

of Open Space Conservation Land

SIGNATURE HOMES, LLC, ("Grantor") a New Hampshire limited liability company having a mailing address 955 Goffs Falls Road, Manchester, New Hampshire 03108 grants to the **Litchfield Conservation Commission** ("**Grantee**") a New Hampshire non-profit association recognized under IRC Sec. 501 (c) 3 as being tax exempt, having a mailing address of 2 Liberty Way, Litchfield, New Hampshire 03052, its successors and assigns, with QUITCLAIM COVENANTS, two **"OPEN SPACE" lots,** being and shown as Tax Map 18, Lot 62 (having 23.788+/- acres) and Tax Map 18, Lot 29 (having 3.30 +/- acres) on a plan of land entitled "Open Space Subdivision Charles Bancroft Hwy, Litchfield, New Hampshire dated 9-2-2023, last revised 01-16-2024, prepared by The Dubay Group, Inc.", and being recorded in the Hillsborough County Registry of Deeds as Plan # (the "Plan"); both Lots 62 and 29 identified on the Plan as "non-building Open Space" lots (the two lots, collectively, the "Property"). The Plan is incorporated by reference herein and reference to the Plan may be made for a more particular metes and bounds description of the Property.

The Property granted hereby is subject to the following restrictions, which restrictions shall run with and be appurtenant to the Property:

1. CONSERVATION PURPOSES

The restrictions imposed are exclusively for the following conservation purposes:

A. The protection of the natural habitat of the Property; and

B. The preservation and conservation of open spaces, particularly including, without limitation, the conservation of the forest land and the wildlife habitat on the Property and the scenic enjoyment thereof.

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

2. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any residential use, or industrial, commercial, or commercial forestry activities, except such activities as are required for proper forest management and as specifically reserved herein. Necessary forestry management on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry management activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private nonprofit natural resource conservation and management agencies then active.

B. The Property may not be further subdivided, and for the purpose of determining compliance with any present or future bylaw, order, ordinance, or regulation (within this section referred to as "legal requirements") of the Town of Litchfield, the State of New Hampshire, or any other governmental unit, the Property shall be deemed a non-buildable area, except for agricultural or conservation purposes as specifically reserved herein.

C. No structure or improvement, including but not limited to, a dwelling, tennis court, swimming pool, dock, tower or mobile home, other than specifically reserved herein, shall be constructed, placed, or introduced onto the Property.

D. 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 on the Property unless such activities:

i Are commonly necessary in the accomplishment of agriculture, forestry management, conservation or habitat management uses of the Property and specifically reserved herein; and

ii. Do not harm state or federally recognized rare, threatened, or endangered wildlife and species of concern, including those currently identified as Blanding' s turtle, eastern hognose snake and wood turtle, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species, at the current being the New Hampshire Fish and Game Department; and

iii. Are not detrimental to the conservation purpose of this grant.

iv. Are shown on the Plan.

v. Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand topsoil, or other similar materials within the Property, except in connection with any improvements made pursuant to the provisions of sections 2. A., C., D., or E., 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, trash, construction debris or by-products, or materials then known to be environmentally hazardous, including vehicle bodies or parts.

3 RESERVED RIGHTS

Grantor, for itself and its successors in title, reserve the right to maintain walking trails as may exist on the Property, but has no obligation to so maintain, subject to approval by the Planning Board, and provided that they are not detrimental to the scenic, historic and wildlife protection purposes of this Declaration.

4. TAXES

Grantee, its successors in interest shall at all times be obligated to pay any real estate property taxes on the Property if the same becomes due.

5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the covenants and restrictions imposed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity by (a) the Town of Litchfield, (b) Litchfield Conservation Commission, and (c) any owner of the lots in the Tallarico Street Subdivision as shown on the Plan.

B. The Litchfield Conservation Commission shall periodically access the Property for such inspections as are necessary to determine compliance with and to enforce these restrictions. The foregoing provisions of this Section 5.B. shall (i) not include vehicular access except in connection with forestry management activities conducted in accordance with these restrictions, and (ii) not be exercised, except in the event of emergency or as prudent forestry management activities dictate, for normal inspection visits more frequently than 2 times in any calendar year.

C. Members of the general public who are not owners or occupants of the 28 lots on Tallarico Street as shown on the Plan, shall not have access to the Property for any purpose unless allowed by the Litchfield Conservation Commission, subject the restrictions in this deed.

D. Owners or occupants of the 28 lots on Tallarico Street as shown on the Plan, shall have access to the Property consistent with the limitations and purposes of these restrictions.

6. BREACH OF RESTRICTIONS AND COVENANTS

A. When a breach of these restrictions, or conduct by anyone inconsistent with these restrictions, comes to the attention of the Litchfield Conservation Commission, it may pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this grant.

B. No delay or omission by the Litchfield Conservation Commission in the exercise of any right or remedy upon any breach shall impair its rights or remedies or be construed as a waiver.

7. NOTICES

All notices, requests and other communications required or permitted to be given hereunder shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid and return receipt requested. Notice shall be deemed to have been given when so delivered or so mailed.

8. MERGER

The provisions of the restrictions set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the shall be deemed to eliminate these restrictions, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

For title reference, see deed recorded at Book , Page of the Hillsborough County Registry of Deeds.

This is not Homestead Property.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2024.

SIGNATURE HOMES, LLC

_____
Witness

By:_____
Name: Reginald J. Moreau, Manager
Duly authorized

COUNTY OF HILLSBOROUGH STATE OF NEW HAMPSHIRE

On this ____ day of _____, 2024, before me, personally appeared Reginald J. Moreau, Manager of Signature Homes, LLC, known to me or satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and being duly authorized so to do, made oath that he executed the same as bis free act and deed for the purposes therein contained on behalf of Signature Homes, LLC.

/Seal/

_____
Name:
Notary Public:
My Commission expires: