

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT I, CHARLES GOODRICH THOMPSON, single man, of Mountain Road, South Tamworth, New Hampshire 03883 for consideration paid grant to Society for the Protection Of New Hampshire Forests, a New Hampshire voluntary corporation with its principal place of business at 54 Portsmouth Street, Concord, New Hampshire 03301

A certain tract or parcel of land situate in Tamworth, Carroll County, New Hampshire, known as the Watson Pasture, so-called, and described on a plan of land entitled "Property of Charles Goodrich Thompson 'Watson Pasture', Tamworth, New Hampshire dated November 1984 by Thaddeus Thorne Surveys, Inc.", more particularly bounded and described as follows:

Beginning at a two-inch hemlock tree situate on the west bank of Ricker Brook, so-called, at the northwesterly corner of land of the Alice Bemis Thompson Trust; thence running in a northwesterly direction along the thread of the brook as it now trends along land of Denley W. Emerson a distance of 2718 feet, more or less, to a point in said brook that is 10 feet southwesterly from a stake and stones; thence running in a northeasterly direction 10 feet, more or less, to said stake and stones; thence continuing N 42° 00' E along a blue blazed line and land of Dale L. Jameson a distance of 3648 feet, more or less, to a stake and stones at land of Carl and Elva Bickford; thence S 83° 00' E along said Bickford land a distance of 395 feet, more or less, to the location of a stake and stones not found but witnessed by a six-inch hemlock tree; thence S 06° 30' W along land of Paul H. Burbank and Diana Sheahan and a blue blazed line a distance of 3665 feet, more or less, to a stake and stone at land of Alice Bemis Thompson Trust; thence S 18° 30' W along said Thompson Trust land a distance of 1243 feet, more or less, to stones at a corner of the Thompson Trust land; thence N 84° 00' W a distance of 642 feet, more or less, along said Thompson Trust land to the point of beginning.

Together with a right of way to and from the above-described property over existing roadways from the "Taterboro Road", so-called, and other land now or formerly of Louis L. Jameson.

Meaning and intending to convey the premises described in the deed of Louise L. Jameson to Charles Goodrich Thompson and Alice Bemis Thompson as joint tenants with rights of survivorship dated March 12, 1971, recorded Book 481, Page 467, Carroll County Registry of Deeds. The grantor being the surviving joint tenant, the said Alice Bemis Thompson having died the 17th day of November, 1972.

The within described premises is not homestead property.

WITNESS my hand this 26 day of April, 1985.

Priscilla L. Murray
Witness

Charles Goodrich Thompson
Charles Goodrich Thompson

STATE OF NEW HAMPSHIRE

COUNTY OF CARROLL

The foregoing instrument was acknowledged before me this 28 day of April, 1985 by Charles Goodrich Thompson.

Rocherty J. Hidden
Notary Public, Justice of the Peace

ROCHERTY J. HIDDEN, Notary Public
My Commission Expires August 29, 1989

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER
OF REAL PROPERTY
COMMISSION
R.S.A. 78-B
153.00
MAY 1985
P.B. 10559

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RECEIVED
1985 MAY -1 9 47
Lucy D. Brooks
CARROLL COUNTY
REGISTRY OF DEEDS

004645

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER
OF REAL PROPERTY
COMMISSION
R.S.A. 78-B
214.00
MAY - '85
F.B. 10653

1 8 9 6 8 0



RECEIVED

1985 MAY -1 AM 9:48

Julian A. Brooks
CARROLL COUNTY
REGISTRY OF DEEDS

004646

WARRANTY DEED

Society for the Protection of New Hampshire Forests, a corporation duly organized and existing under the laws of The State of New Hampshire, with a principal place of business at 54 Portsmouth Street, Concord, New Hampshire 03301, for consideration paid, grants to George W. Kimball and Susan P. Bryant Kimball, as joint tenants with rights of survivorship, of 84 Staniford Street, Auburndale, Massachusetts 02166, with WARRANTY covenants, a certain tract or parcel of land situate in Tamworth, Carroll County, New Hampshire, known as the Watson Pasture, so-called, and described on a plan of land entitled "Property of Charles Goodrich Thompson 'Watson Pasture', Tamworth, New Hampshire dated November 1984 by Thaddeus Thorne Surveys, Inc.", more particularly bounded and described as follows:

Beginning at a two-inch hemlock tree situate on the west bank of Ricker Brook, so-called, at the northwesterly corner of land of the Alice Beamis Thompson Trust; thence running in a northwesterly direction along the thread of the brook as it now trends along land of Denley W. Emerson a distance of 2718 feet, more or less, to a point in said brook that is 10 feet southwest-erly from a stake and stones; thence running in a northeasterly direction 10 feet, more or less, to said stake and stones; thence continuing N 42° 00' E along a blue blazed line and land of Dale L. Jameson a distance of 3648 feet, more or less, to a stake and stones at land of Carl and Elva Bickford; thence S 83° 00' E along said Bickford land a distance of 395 feet, more or less, to the location of a stake and stones not found but witnessed by a 6" Hemlock tree; thence S 06° 30' W along land of Paul H. Burbank and Diana Sheahan along a blue blazed line a distance of 3665 feet, more or less, to a stake and stones at land of Alice Beamis Thompson Trust; thence S 18° 30' W along said Thompson Trust land a distance of 1243 feet, more or less, to stones at a corner of the Thompson Trust land; thence N 84° 00' W a distance of 642 feet, more or less, along said Thompson Trust land to the point of beginning.

Together with a right of way to and from the above-described property over existing roadways from the "Taterboro Road", so-called, and other land now or formerly of Louise L. Jameson.

SR1001-PG-243

Meaning and intending to describe and convey all and the same premises, conveyed by Charles Goodrich Thompson to Society for the Protection of New Hampshire Forests by Warranty Deed dated April , 1985, to be recorded in Carroll County Registry of Deeds herewith, and being the same premises described in the deed of Louise L. Jameson to Charles Goodrich Thompson and Alice Beamis Thompson as joint tenants with rights of survivorship dated March 12, 1971, recorded Book 481, Page 467, Carroll County Registry of Deeds.

The above-described premises are conveyed SUBJECT to the following conservation land use restrictions which by accepting and recording this deed and grantees, for themselves and their legal representatives, heirs and assigns, accept and agree to observe:

1. Purposes of the Restrictions

A. Maintain the land as open space forever and manage it for conservation purposes to protect and enhance the forest, wildlife and agricultural resources.

B. Protect the scenic qualities of the land and the productivity of its soils for forestry, wildlife, and agricultural uses.

C. Protect the quality of the land's surface and subsurface waters.

D. Provide for reasonable public pedestrian access for non-motorized recreational activities.

2. Use Limitations

A. The property shall be maintained forever as open space devoted to general conservation purposes and the protection of forest and/or agricultural resources.

B. The property may be used for forestry and agricultural practices necessary and common to those trades, but otherwise there shall be no residential, commercial, industrial or institutional uses of the property.

C. The property shall not be subdivided.

D. The productive capacity of the property to produce forest and/or agricultural crops shall be maintained and enhanced. Accordingly, the grantee agrees to manage the land in accordance with the current, scientifically based forest management and soil conservation principles for the then species, stand conditions, sites, and soils.

E. There shall be no mining, quarrying, excavation or removal of rocks, minerals, oil, gas, gravel, sand, top soil or

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other similar materials from the property, except as hereinafter provided in connection with any improvements made pursuant to the provisions of paragraph 2B, above.

3. Structures and Alterations on the Property

A. Except as hereinafter provided and permitted, no manmade structure such as a road, dam, fence, bridge, culvert, or shed shall be constructed or introduced onto the property except as may be necessary and desirable in the best interests of the agricultural and forestry uses of the property as understood from time to time in those trades.

B. Except as herein provided no changes in topography, surface or sub-surface water systems, wetlands, wildlife habitat or other such characteristics shall be allowed unless necessary and desirable in the best interests of the forestry and agricultural uses of the land as understood from time to time in those trades. The selective taking of gravel for the construction or maintenance of interior roads for forestry and agricultural purposes is not construed as mining and shall be allowed.

4. Access to the Property

A. Grantor's Access: The grantor shall have reasonable access to the property and all of its parts for such inspection as is necessary to enforce the Restrictions in this Deed.

B. Limited Public Pedestrian Access: There shall be reasonable public pedestrian access to the property for purposes of hunting, fishing, hiking and nature observation, but the grantee, its successors and assigns, may reasonably prohibit these activities from time to time in selected areas of the property for purposes of safety and protection in regard to forestry and agricultural operations and other activities permitted under this deed.

5. Breach of Restrictions

A. After a breach of these Restrictions by the grantee or its successors or assigns comes to the attention of the grantor, the grantor shall notify the then owner of the property in writing of such a breach.

B. Said owner shall have 30 days after receipt of such notice to undertake actions that are reasonably calculated to swiftly correct the conditions constituting such a breach.

C. If said owner fails to take such corrective action, the grantor may undertake any actions that are reasonably necessary to effect such corrections; and the cost of such cor-

rections, including the grantor's expenses, court costs, and legal fees shall be paid by said owner or its successors or assigns, provided said owner is determined to be directly or indirectly responsible for the breach.

D. Arbitration of Disputes

i. Any dispute under these restrictions shall be submitted to arbitration.

ii. The Board of Arbitration shall consist of one person appointed by each of the parties to this Deed or their respective successors or assigns at the time of the dispute and a third arbitrator chosen by the other two.

iii. The grantor and its successors or assigns and the grantee and its successors or assigns shall always be equally represented on the said Board.

iv. The cost of arbitration shall be borne by the parties, or either of them, or by their respective successors or assigns at the time, in the amounts and manners as the said Board shall decide.

v. The decisions of a majority of said Board shall be enforced as part of this Deed.

6. Benefits and Burdens

A. The burden of these Restrictions shall run with the property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of the Restrictions shall not be appurtenant to any particular parcel of land but shall be in gross and assignable by grantor to any governmental body existing under the laws of New Hampshire and/or the United States, or voluntary corporation existing under NH RSA 292, as amended or its statutory replacement, and devoted to public charitable purposes, all consistent with RSA 477:45-47.

WITNESS the hand of Society for the Protection of New Hampshire Forests by its duly authorized officer this 30 day of April, 1985:

Witness:

Society for the Protection
of New Hampshire Forests

Rita L. Quinn

By Raymond E. Lechard
Raymond E. Lechard,
Executive Vice President