

EASEMENT DEED

Foster Realty Company, a New Hampshire general partnership, having a principal place of business at 25 Theodore Street, Manchester, Hillsborough County, New Hampshire, for consideration paid, grants to Bedford Land Trust, of P.O. Box 10315, Bedford, New Hampshire 03110-0315, with Warranty Covenants, the following:

A conservation easement in perpetuity over the entire area of the premises (herein the "Easement Area") shown as "Map 24, Lot 17" on Plan 11586 recorded with Hillsborough County Registry of Deeds and any subsequent plans and containing 9.86 acres, more or less.

The purpose of this easement is primarily to assure that the Easement Area will be retained forever in its undeveloped, scenic, and open space condition, to prevent any use that will alter existing terrain or significantly impair or interfere with the conservation values and plant and wildlife habitat of the Premises and secondarily to allow passive recreational uses (as hereinafter defined) of the Premises, and this easement shall be enforceable under, and have the benefit of, New Hampshire Revised Statutes Annotated Chapter 477:45, 46 and 47 as in effect on the date of this Easement Deed.

If at any time Grantee shall cease to function as a tax-exempt corporation or trust whose purposes include the acquisition and preservation of land and/or water areas in a natural, open, agricultural or wooded condition, and no part of whose earnings inure to the benefit of a private shareholder or individual, then the Easement and interest granted thereby shall thereupon be transferred and assigned by Grantee to the Town of Bedford, New Hampshire, but subject to the terms and conditions of this Easement.

Should all or part of the Easement Area be taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Easement Deed, the Grantee and the Town of Bedford shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking; all expenses incurred by the Town and the Grantee in this action shall be paid out of the recovered proceeds. The remaining recovered proceeds shall be used in a manner consistent with the conservation purposes set forth herein.

By the granting of this easement, the grantor, its successors and assigns, agrees to the following:

1. The Easement Area shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, and no on-site activity will cause significant pollution of surface or subsurface waters or soils.

2. No permanent structure or improvement, such as a dwelling, dock, tennis court, swimming pool, dam, aircraft landing strip, impervious surfaces, billboard, advertising sign, mobile home, boathouse shall be constructed, placed or introduced onto the Easement Area. Only improvements created to enhance the conservation values of the property and which are consistent with the spirit and intent of this Easement Deed may be allowed.

3. No mining, quarrying, excavation of rocks, minerals, gravel, sand, topsoil, or removal of vegetative growth, (specifically including the cutting or removal of trees and undergrowth), shall be accomplished upon or within the Easement Area except: (a) to maintain a suitable mix of woodlands, ground cover and field to encourage the retention and expansion of wildlife habitats; or (b) to allow passive recreational uses, in each case provided that such uses are not inconsistent with the spirit and intent of this Easement Deed.

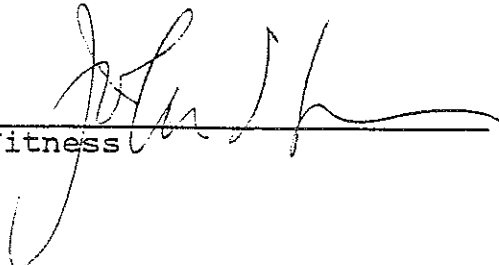
4. No dumping, injection, or burial of materials then known to be environmentally hazardous shall be accomplished upon or within the Easement Area.

The term "passive recreational uses" of the Easement Area as used herein shall mean pedestrian access to the Easement Area for hiking, scenic views of the Merrimack River, fishing, canoeing, kayaking, bird watching, cross-country skiing, picnicking and any similar uses provided that they are not inconsistent with the spirit and intent of this Easement Deed and do not interrupt the peaceful, tranquil character of the property.

For title, reference is made to deed of Foster Realty Corporation to the within grantor, dated May 21, 1981, and recorded at Book 2844, Page 738, and re-recorded at Book 3381, Page 340.

Homestead rights do not apply to this conveyance.

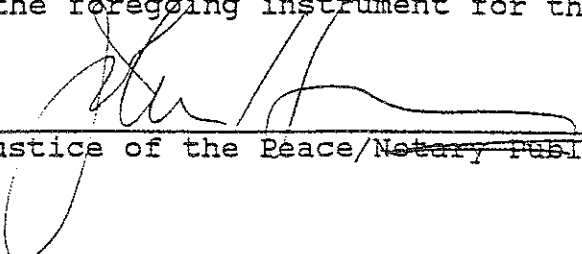
In Witness Whereof, the undersigned has executed this Easement Deed this 30 day of December, 1993.


Witness

FOSTER REALTY COMPANY
By 
Its General Partner,
Duly authorized

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

On this, the 30th day of December, 1993, before me, the undersigned officer, personally appeared the above-named Stephen F. Foster, who acknowledged himself to be a general partner of FOSTER REALTY COMPANY, a partnership, and that he, individually and as such partner being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Justice of the Peace/Notary Public

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Foster Realty Company, a New Hampshire general partnership with a principal place of business at 25 Theodore Road, Manchester, Hillsborough County, New Hampshire, for consideration paid, grants to the Town of Bedford, a municipal corporation having a principal place of business at 24 North Amherst Road, Bedford, Hillsborough County, New Hampshire, with WARRANTY COVENANTS, the following,

A certain lot of land in Bedford, Hillsborough County, New Hampshire shown as "Map 24, Lot 17" on Plan 11586 recorded with the Hillsborough County Registry of Deeds, and containing 9.86 acres, more or less, and being more particularly bounded and described as follows:

Beginning at a point 300 feet, more or less, from the west bank of the Merrimack River near Moore's Crossing Road, said point being the northwesterly corner of the within described premises;

thence generally south along land now or formerly of Boston & Maine Railroad, on a curve to the left with a radius of 1972.91 feet and a length of 539.85 feet to a point;

thence along a curve to the left with a radius of 1808.57 feet and a length of 840.44 feet to a point;

thence S 21° 56' 51" E a distance of 348.12 feet to a point;

thence along a curve to the right with a radius of 1570.90 feet and a length of 417.77 feet to a point;

thence S 86° 37' 57" E a distance of 70 feet, more or less, to the west bank of the Merrimack River;

thence generally north along the west bank of the Merrimack River to a point;

thence N 85° 22' 39" W a distance of 300 feet, more or less, to the point of beginning.

Meaning and intending to describe and convey a portion of the same premises as those conveyed to the within grantor by deed of Foster Realty Corporation dated May 21, 1981 and recorded at Book 2844, Page 738, and re-recorded at Book 3381, Page 340.

The within premises are conveyed subject to the provisions of an Easement Deed of the within grantor to Bedford Land Trust of even date to be recorded herewith.

SIGNED this 30 day of December, 1993.

Foster Realty Company
By: [Signature]
Stephen F. Foster
General Partner

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30th day of December, 1993, by Stephen F. Foster, partner on behalf of Foster Realty Company, a partnership.

[Signature]
Justice of the Peace
Notary Public
Commission Expires:

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