

ZU02 DEC 18 PM 12:41

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Judith A. Macdonald
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P.O. Box 545
Merrimack, NH 03054

WIGGIN & NOURIE, P.A.
P.O. BOX 808
MANCHESTER, NH 03105

#51
~~18.37~~ re-record
~~23~~ 2237 HO TS
20.37 2437

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION REAL ESTATE TRANSFER TAX

***** * 40 *****

THOUSAND HUNDRED AND DOLLARS

MO.	DAY	YR.	AMOUNT
12	18	2002	\$ *****40.00

574806

VOID IF ALTERED

CONSERVATION EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that **William L. Smith and Joan E. Dantini**, both of 187 Back River Road, Town of Bedford, County of Hillsborough, and State of New Hampshire (hereinafter collectively referred to as "Grantor"), for consideration paid, grants to the **Bedford Land Trust**, a not-for-profit corporation, with an address of P.O. Box 10315, Town of Bedford, County of Hillsborough, and State of New Hampshire (hereinafter referred to as "Grantee"), WITH WARRANTY COVENANTS, a conservation easement and a proposed 10' wide conservation access easement on a certain parcel of land located in the Town of Bedford, County of Hillsborough, and State of New Hampshire, more particularly bounded and described as follows:

A conservation easement and a proposed 10' wide conservation access easement in perpetuity over an area of the premises shown as a "Proposed Conservation Easement" and "Proposed 10' Wide Access Easement" (collectively the "Easement Area") on a plan entitled "Conservation Easement Plan, Parcel 34-59 William L. Smith & Joan E. Dantini, Bedford, NH by Meridian Land Services, Inc." dated September 19, 2002 and recorded at Hillsborough County Registry of Deeds as Plan # 32175. (See also plan 29616); and all of Grantor Smith's right, title, and interest in crossing rights reserved in subparagraph (ii) of a certain Drainage Easement Deed from William L. Smith to the Town of Bedford dated November 23, 1998 and recorded at the Hillsborough County Registry of Deeds at Book 6051, Page 140.

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 wildlife habitat of the Easement Area and secondarily to allow passive recreational uses (as hereinafter defined) of the Easement Area. 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.

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 the State of New Hampshire, U.S. Government or any

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subdivision of either of them consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or the successor provisions thereto, or any qualified organization within the meaning of Section 170(h)(3) of said Code, or the successor provisions thereto, which government unit or qualified 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. In identifying a suitable assignee or transferee, Grantee shall use its best efforts to first identify a local government unit or qualified organization as assignee, and if no such organization is available, then the State or qualified statewide organization shall be identified, and if no such organization is available and the State of New Hampshire is unwilling to accept the assignment, then the federal government or a national qualified organization shall be identified. Any such assignee or transferee shall have like power of assignment or transfer.

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, and the Grantee 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 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 motorized vehicles of any type shall be used in or on the Easement Area except during allowed construction or maintenance.
3. No permanent structure or improvement, such as a dwelling, dock, tennis court, swimming pool, dam, aircraft or helicopter landing strip, impervious surfaces, billboard, advertising sign, mobile home, radio, television, cellular telephone or other towers, antennas, satellite dishes, utility telephone poles or cables, electric, gas, sewer or other utility lines, pipes or poles, or the like, shall be constructed, located, placed or introduced onto or over or 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.
4. 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

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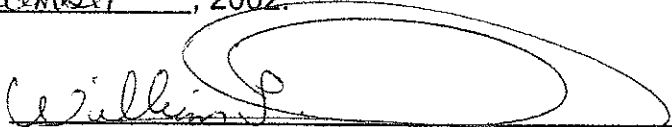
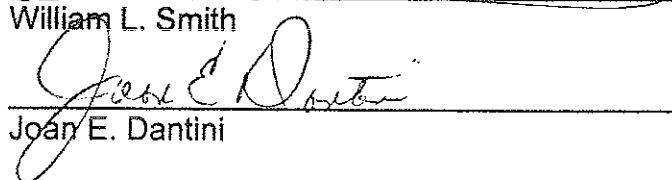
and expansion of wildlife habitats; or (b) to allow passive recreational uses (which may include the construction of the trails and footbridges over watercourses), in each case provided that such uses are not inconsistent with the spirit and intent of this Easement Deed.

Subject to certain Drainage Easement Deeds dated November 23, 1998 and recorded at the Hillsborough County Registry of Deeds at Book 6051, Page 140 and Book 6051, Page 142.

For title reference see Book 6068, Page 1095 recorded at the Hillsborough County Registry of Deeds.

HOMESTEAD RIGHTS DO NOT APPLY TO THIS CONVEYANCE.

Dated this 17th day of December, 2002.

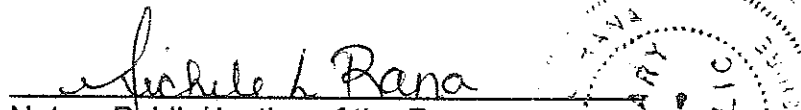

William L. Smith

Joan E. Dantini

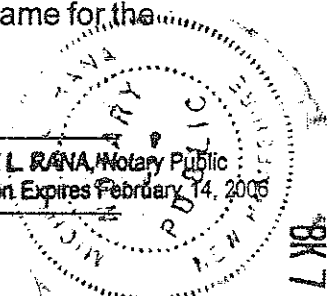
DNB / 91762685

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Then personally appeared the above-named, William L. Smith known to me to be the person signing the within instrument and acknowledged that he executed the same for the purposes therein contained.

Dated: December 16, 2002


Michele L. Rana, Notary Public
My Commission Expires: February 14, 2006
(PLEASE AFFIX NOTARIAL SEAL)

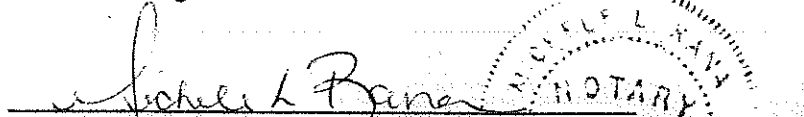


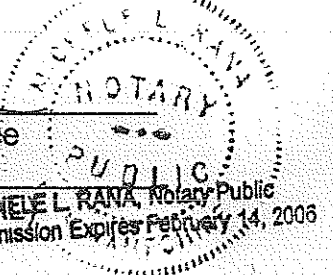
BK 7124 PG 2507

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Then personally appeared the above-named, Joan E. Dantini known to me to be the person signing the within instrument and acknowledged that she executed the same for the purposes therein contained.

Dated: December 17, 2002


Michele L. Rana, Notary Public
My Commission Expires: February 14, 2006
(PLEASE AFFIX NOTARIAL SEAL)



This page is being added to the Conservation Easement Deed between William L Smith and Joan E. Dantini to the Bedford Land Trust dated December 17, 2002 and recorded at Book 6791, Page 2683 in the Hillsborough County Registry of Deeds.

This Deed is being re-recorded to include the signature of the Grantee, Bedford Land Trust.

Dated this 17 day of September, 2003.

BEDFORD LAND TRUST


By: Jeanene Procopis, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 17 day of September, 2003, before me, the undersigned officer, personally appeared Jeanene Procopis, who acknowledged herself to be the Chairman of Bedford Land Trust, a non-profit corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such officer.



Notary Public/Justice of the Peace

My Commission Expires: 2/24/06

Seal:

MARTHA P. GAUDIN, Notary Public
Hillsborough County, New Hampshire

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