

FIDUCIARY DEED

KNOW ALL MEN BY THESE PRESENTS that we, Charles Goodrich Thompson of Mountain Road, South Tamworth, New Hampshire 03883, Gerald A. Berlin of 73 Tremont Street, Boston, Massachusetts 02108 and New England Merchants National Bank (now Bank of New England), a banking institution with a principal place of business at 28 State Street, Boston, Massachusetts 02106, all Trustees of the Alice Bemis Thompson Trust u/i/d March 1, 1972, by the power conferred by said instrument and for every other power and good and valuable consideration, convey and 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 Moultonboro, Carroll County, New Hampshire, shown on a plan of land entitled "Property of Alice Bemis Thompson Trust 'Moultonboro Lots', Moultonboro, New Hampshire, dated January 1985 by Thaddeus Thorne Surveys, Inc.", more particularly bounded and described as follows:

Beginning at a stake and stone at the intersection of the boundary lines of the towns of Sandwich, Moultonboro and Tamworth; thence running S 60° 30' E along the Tamworth-Moultonboro town line a distance of 5738 feet, more or less, to an iron rod at land of the Chocorua Forest Lands Ltd.; thence S 57° 00' W along said land of Chocorua Forest Lands Ltd. a distance of 4488 feet, more or less, to an iron rod; thence N 33° 00' W still along land of Chocorua Forest Lands Ltd. a distance of 5280 feet, more or less, to an iron rod to land of the International Paper Co.; thence continuing N 33° 00' W along land of International Paper Co. a distance of 1281 feet, more or less, to the Moultonboro-Sandwich town line; thence N 84° 00' E along the Moultonboro-Sandwich town line a distance of 2348 feet, more or less, to the point of beginning.

Meaning and intending to convey Lots 6 and 7 in Range 7 and Lots 6 and 7 in Range 8, the Gore Lot lying between Lot 7 (Range 7) and the Tamworth town line and Lot 1 in Range 9 conveyed by Frank E. Kennett and Robert H. Kennett to Alice Bemis Thompson by deed dated August 23, 1957, recorded Book 321, Page 207, Carroll County Registry of Deeds. See also Estate of Alice Bemis Thompson, Carroll County Probate No. 18664.

WITNESS our hands this 26th day of April, 1985.

Witness:

Triscilla L. Murray

Gardner P. Hall

Lynne L. Miller

Charles G. Thompson
Charles Goodrich Thompson

Gerald A. Berlin
Gerald A. Berlin

Bank of New England

By Monica H. [Signature]
vicar



STATE OF NEW HAMPSHIRE
STATE TAX COMMISSION
R.S.A. 78-B
TAX ON TRANSFER OF REAL PROPERTY
320.00
-P.B. MAY--85
1985
TAX \$320.

2 1 1 6 0 0

RECEIVED
1985 MAY 15 AM 10:39
Carroll County
REGISTRY OF DEEDS

005388

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 Chocorua Forestlands Limited Partnership, an Arkansas limited partnership with a place of business in and a mailing address of c/o H.G. Wood Industries, Inc., RFD #2, Bath, New Hampshire 03740, general partner, with WARRANTY covenants, a certain tract or parcel of land situated in Moultonboro, Carroll County, New Hampshire, shown on a plan of land entitled "Property of Alice Beamis Thompson Trust 'Moultonboro Lots', Moultonboro, New Hampshire, dated January 1985 by Thaddeus Thorne Surveys, Inc.", more particularly bounded and described as follows:

Beginning at a stake and stones at the intersection of the boundary lines of the towns of Sandwich, Moultonboro and Tamworth; thence running S 60° 30' E along the Tamworth-Moultonboro town line a distance of 5738 feet, more or less, to an iron rod at land of the Chocorua Forestlands Ltd.; thence S 57° 00' W along said land of Chocorua Forestlands Ltd. a distance of 4488 feet, more or less, to an iron rod; thence N 33° 00' W still along land of Chocorua Forestlands Ltd. a distance of 5280 feet, more or less, to an iron rod to land of the International Paper Co.; thence continuing N 33° 00' W along land of International Paper Co. a distance of 1281 feet, more or less, to the Moultonboro-Sandwich town line; thence N 84° 00' E along the Moultonboro-Sandwich town line a distance of 2348 feet, more or less, to the point of beginning, containing 399 acres, more or less.

Meaning and intending to describe and convey all and the same premises conveyed by Charles Goodrich Thompson, Gerald A. Berlin and New England Merchants National Bank as the Trustees of the Alice Beamis Thompson Trust u/i/d March 1, 1972, to Society for the Protection of New Hampshire Forests by Fiduciary Deed dated ~~April~~ ^{May 15}, 1985, to be recorded in Carroll County Registry of Deeds herewith, and being Lots 6 and 7 in Range 7 and Lots 6 and 7 in Range 8, the Gore lot lying between Lot 7 (Range 7) and the

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER
OF REAL PROPERTY
COMMISSION
R.S.A. 78-B
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MAY 15 1985
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1985 MAY 15 AM 10:50
Alice Beamis Thompson
CARROLL COUNTY
REGISTRY OF DEEDS

005389

BK1004 PG 420

referred
Tamworth town line and Lot 1 in Range 9 as conveyed by Frank E. Kennett and Robert H. Kennett to Alice Beamis Thompson by deed dated August 23, 1957, recorded Book 321, Page 207, Carroll County Registry of Deeds. See also Estate of Alice Beamis Thompson, Carroll County Probate No. 18664.

The above-described premises are conveyed SUBJECT to the following conservation land use restrictions which by accepting and recording this deed the grantee, for itself and its successors and assigns, accepts and agrees 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 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 corrections, 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.

BR 1004 Pg 422

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 15th day of May, 1985.

Witness:

Society for the Protection
of New Hampshire Forests

Amelia Cook Danneman

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

The State of New Hampshire
Merrimack, ss.

The foregoing instrument was acknowledged before me this 15th day of May, 1985, by Raymond E. Leonard, Executive Vice Pres-

SK 1004 PG 423

WARRANTY DEED

001393

KNOW ALL MEN BY THESE PRESENTS, that Chocorua Forestlands Limited Partnership, an Arkansas Limited Partnership with a place of business at Route 25, Town of Ossipee, County of Carroll, State of New Hampshire FOR CONSIDERATION PAID grants to Jeffery T. Coombs and Sherri J. Coombs, husband and wife, both of 236 Mountain Road, Center Sandwich, New Hampshire 03227 as joint tenants with rights of survivorship with WARRANTY COVENANTS the following described premises:

RECEIVED
CARROLL COUNTY REGISTRY
1999 FEB 01 PM 12:11
William D. Macdonald
REGISTER OF DEEDS

A certain tract or parcel of land situated in Moultonboro, Carroll County, New Hampshire, shown on a plan of land entitled "Property of Alice Beamis Thompson Trust 'Moultonboro Lots', Moultonboro, New Hampshire, dated January 1985 by Thaddeus Thorne Surveys, Inc.", more particularly bounded and described as follows:

Beginning at a stake and stones at the intersection of the boundary lines of the towns of Sandwich, Moultonboro and Tamworth; thence running south 60 degrees 30 minutes east along the Tamworth-Moultonboro town line a distance of 5738 feet, more or less, to an iron rod at land of the Chocorua Forestlands Ltd.; thence south 57 degrees 00 minutes west along said land of Chocorua Forestlands Ltd. a distance of 4488 feet, more or less, to an iron rod; thence north 33 degrees 00 minutes west still along land of Chocorua Forestlands Ltd. a distance of 5280 feet, more or less, to an iron rod to land of the International Paper Co.; thence continuing north 33 degrees 00 minutes west along land of International Paper Co. a distance of 1281 feet, more or less, to the Moultonboro-Sandwich town line; thence north 84 degrees 00 minutes east along the Moultonboro-Sandwich town line a distance of 2348 feet, more or less, to the point of beginning, containing 399 acres, more or less.


Beings Lots 6 and 7 in Range 7 and Lots 6 and 7 in Range 8, the Gore lot lying between Lot 7 (Range 7) and the Tamworth town line and Lot 1 in Range 9.

SUBJECT TO the conservation land use restrictions and certain rights of access for the Society for the Protection of New Hampshire Forests and limited public pedestrian access as set forth in the Warranty Deed from the Society for the Protection of New Hampshire Forests to Chocorua Forestlands Limited Partnership dated May 15, 1985 and recorded in the Carroll County Registry of Deeds on May 15, 1985 at Volume 1004, Page 420.

Also, Grantors hereby convey to Grantees an easement right of way over the entire existing logging road located along and traversing Weed Brook from Mountain Road. For title reference see deed recorded at the Carroll County Registry of Deeds at Book 813, Page 444.

Meaning and intending to describe and hereby conveying all and the same premises as conveyed to Grantor by deed recorded herewith and to Chocorua Forestlands Limited Partnership by Warranty Deed of Society for the Protection of New Hampshire Forest dated May 15, 1985 at Volume 1004, Page 420.

This is not homestead property.

STATE OF NEW HAMPSHIRE		
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX
*****	THOUSAND 5 HUNDRED AND 00 DOLLARS	
02/01/1999	356718	\$ *****500.00
VOID IF ALTERED		

BK 1790 PG. 676

In Witness Whereof, dated this 29 day of January, 1999.

CHOCORUA FORESTLANDS LIMITED
PARTNERSHIP

By: H.G. Wood Industries, Inc., General Partner

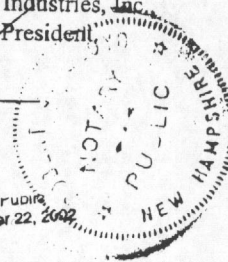
By: [Signature]
Jeffery T. Coombs, Vice-President

STATE OF New Hampshire
COUNTY OF Rockingham

On this 29th day of January, 1999, before me, the undersigned officer, personally appeared Jeffery T. Coombs, who acknowledged himself to be the Vice-President of Vice-President of H.G. Wood Industries, Inc., a General Partner of Chocorua Forestlands Limited Partnership, and that he, as such officer, being authorized to so do, executed the within instrument for the purposes therein contained by signing the name of H.G. Wood Industries, Inc. General Partner of Chocorua Forestlands Limited Partnership by himself as Vice-President.

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

ROBERT J. LLOYD, Notary Public
My Commission Expires October 22, 2002



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