

STATUTORY FORM OF QUITCLAIM DEED

ELIZABETH Y. MCGREAL, of Peterborough, Hillsborough County, State of New Hampshire, for consideration paid, grants to the STATE OF NEW HAMPSHIRE by and through the DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT, with a mailing address of P. O. Box 856, Christian Mutual Building, Concord, Merrimack County, State of New Hampshire, under authority of RSA Chapter 219, with QUITCLAIM COVENANTS, in trust for the benefit of the public under the terms and conditions imposed hereunder or referred to herein:

A certain parcel of land with the buildings situated thereon in Peterborough, County of Hillsborough, State of New Hampshire, as shown on a certain plan entitled "Plan of Land, Department of Resources and Economic Development, State of New Hampshire, Elizabeth Y. McGreal, Peterborough, N.H.," surveyed by L. Gardner and R. Duddy, dated November 1979 and recorded in the Hillsborough County Registry of Deeds as plan number 13017, being bounded and described as follows:

Beginning at a drill hole set in the southerly end of a stone wall running along the easterly side of Old Street Road, a public road shown on said plan;

Thence, running North 13° 04' 45" East for a distance of 64.34 feet to a drill hole in said stone wall;

Thence, turning and running North 58° 06' 50" West for a distance of 4.90 feet to a drill hole in the said stone wall;

Thence, running North 11° 19' 05" East for a distance of 95.82 feet to a rod set in said stone wall;

Thence, running North 10° 29' 10" East for a distance of 141.10 feet to a drill hole set in the stone wall by a bound;

Thence, running North 07° 54' 30" East for a distance of 187.83 feet to a rod set;

Thence, running North 09° 39' 35" East for a distance of 192.87 feet to a drill hole set in the stone wall;

Thence, turning and running North 67° 43' 25" East for a distance of 25.34 feet to a drill hole set in said stone wall;

Thence, turning and running North 33° 39' 55" West for a distance of 15.42 feet to an iron rod;

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Thence, turning and running along a split rail fence South 86° 44' 55" East for a distance of 348.75 feet to a stone post found;

Thence, running along a stone wall South 88° 44' 30" East for a distance of 56.04 feet to an iron pin found;

Thence, running South 88° 46' 15" East for a distance of 56.64 feet to a drill hole set;

Thence, running across a brook known as Dunbar Brook North 88° 16' 55" East for a distance of 23.38 feet to a drill hole set on the easterly side of said brook;

Thence, running along a stone wall North 88° 37' 20" East for a distance of 25.73 feet to a drill hole set on the westerly side of a woods road, shown as a right-of-way to Combs property on said Plan;

Thence, running across that woods road right-of-way North 77° 55' 30" East for a distance of 14.63 feet to a drill hole set on the westerly side of said Woods Road;

Thence, running along a stone wall North 77° 01' 50" East for a distance of 168.30 feet to a drill hole set in the said stone wall;

Thence, turning and running along a stone wall curving to the right in a northerly direction to an iron rod found in rock at the end of the said stone wall, the distance of a tie running North 03° 10' 55" West from the said drill hole set to the iron rod found in rock being 504.78 feet;

Thence, running North 01° 01' 05" West for a distance of 426.85 feet to a drill hole set in a stone wall;

Thence, running North 02° 28' 35" West for a distance of 408.03 feet to a drill hole set in said stone wall;

Thence, turning and running in an easterly direction along a curving stone wall running to a drill hole set on the westerly side of Old Greenfield Road, shown on said plan, the distance of a tie running South 85° 38' 00" East between the said drill holes set being 1,134.35 feet;

Thence, running across said Old Greenfield Road South 86° 49' 40" East for a distance of 17.40 feet to a drill hole set in a stone wall running along the easterly side of said Old Greenfield Road;

Thence, turning and running along a stone wall which meanders in a southerly direction along the easterly side of said Old Greenfield Road to a stone post found at the southerly end of said stone wall, the distance of a tie running South 11° 46' 15" West between the said drill hole set and the stone post found being 1,656.35 feet;

Thence, turning and running across said Old Greenfield Road North 84° 35' 00" West for a distance of 42.58 feet to a drill hole set in a stone wall;

Thence, running along said stone wall North 86° 19' 25" West for a distance of 436.92 feet to a drill hole set in said stone wall;

Thence, running North 65° 47' 45" West for a distance of 41.39 feet to an iron pin found;

Thence, running North 73° 29' 45" West for a distance of 65.17 feet to an iron pin found;

Thence, running North 70° 50' 40" West for a distance of 52.89 feet to an iron pin found;

Thence, turning and running South 01° 39' 30" West for a distance of 31.55 feet to an angle iron;

Thence, running South 05° 33' 45" West for a distance of 67.94 feet to an iron pin and stone bound;

Thence, turning and running South 82° 46' 35" West for a distance of 85.87 feet to an angle iron;

Thence, turning and running South 08° 51' 20" East for a distance of 67.07 feet to a rod set;

Thence, turning and running North 81° 34' 35" West for a distance of 49.80 feet to a drill hole set in a stone wall;

Thence, turning and running along said stone wall South 67° 58' 35" West for a distance of 146.64 feet to a drill hole set in said stone wall;

Thence, turning and running along said stone wall North 13° 37' 20" West for a distance of 2.43 feet to a drill hole set in said stone wall;

Thence, turning and running along said stone wall South 68° 36' 05" West for a distance of 13.71 feet to the end of the stone wall and the beginning of a split rail fence;

Thence, running South 67° 45' 25" West for a distance of 106.24 feet to an iron pin found;

Thence, running South 72° 41' 50" West for a distance of 236.99 feet to a rod set in a stone wall;

Thence, running along said stone wall South 75° 37' 10" West for a distance of 166.08 feet to a paint spot on said stone wall;

Thence, running South 73° 37' 55" West for a distance of 186.06 feet to a drill hole set, the point of beginning.

Expressly reserving a life estate for and during the grantor's life upon the terms and conditions stated below in two certain tracts of land, with the buildings situated thereon, which are part of the parcel described above and are more particularly described as follows:

TRACT #1

Beginning at a rod set on the easterly side of Old Street Road, which is the northwesterly corner of Tract #1 as shown on said plan;

Thence, running along a fence South 77° 39' 30" East for a distance of 109.47 feet to a rod set;

Thence, turning and running South 08° 31' 05" West for a distance of 56.30 feet to a fence post;

Thence, turning and running South 78° 19' 00" East for a distance of 17.41 feet to a fence post;

Thence, turning and running along a split rail fence South 10° 02' 35" West for a distance of 125.62 feet to a rod set;

Thence, turning and running North 80° 21' 55" West for a distance of 121.29 feet to a drill hole set in the stone wall by a bound;

Thence, turning and running North 07° 54' 30" East for a distance of 187.83 feet to the point of beginning.

TRACT #2

Beginning at a drill hole set in the stone wall by a bound along the easterly side of Old Street Road as shown on said plan, which is the northwesterly corner of Tract #2 and the southwesterly corner of Tract #1 as shown on said plan;

Thence, running South 80° 21' 55" East for a distance of 121.29 feet to a rod set;

Thence, running along a stone wall South 80° 21' 55" East for a distance of 36.16 feet to a rod set;

Thence, turning and running South 06° 27' 05" West for a distance of 132.00 feet to a rod set;

Thence, turning and running North 83° 31' 50" West for a distance of 167.13 feet to a rod set in a stone wall;

Thence, turning and running North 10° 29' 10" East for a distance of 141.10 to the point of beginning.

The grantor's right to have and hold Tracts #1 and #2 described above for her life is subject to the following terms and conditions:

- a. The grantor shall have absolute control, possession and supervision of Tracts #1 and #2 so long as she lives or until she surrenders her life estate in either Tract #1 or Tract #2, or both, to the grantee before her death.
- b. It is the grantor's intent to maintain and repair and not to waste the properties in which she hereby reserves life estates, but the grantor shall not be liable to the grantee for any failure to maintain or repair the properties or for

- any omission or commission that results in waste. The grantor may request the grantee to perform certain repairs or improvements, which it may perform at its election. The grantee may request the grantor to allow it to make certain repairs or improvements at its expense, which it deems necessary or advisable, and the grantor shall not unreasonably withhold her consent.
- c. The grantor may elect to purchase fire and comprehensive insurance coverage to insure the full value of the buildings in which she has reserved a life estate. The grantee shall ratify any such policy or will take whatever action is required to enable the grantor to insure the full value of the said buildings. The grantor shall have no duty to rebuild in the event of the destruction of either building, and even if she elects not to rebuild, she will be entitled to the full amount of any insurance proceeds paid under a policy purchased by the grantor under this provision.
- d. The grantor will pay any real estate taxes which are assessed on her life estate in the above-described properties. The grantor will only pay any special assessments for public improvements related to her property by the Town of Peterborough or any other political authority to the extent that her life estate interest in the properties will be benefited and will look to the grantee to pay or dispute the validity of any further assessment. The portion of any assessment that will benefit her life estates shall be determined by dividing the total cost of the improvement by the estimated life of the improvement and by multiplying such quotient by the anticipated duration of the life estate based upon the grantor's life expectancy.
- e. The grantor shall have the right and power to lease or transfer either or both of the above described properties for

the duration of her life estate only. If either or both of the tracts are so leased or transferred, then the lessee or transferee shall have the same obligations as the grantor would otherwise have with regard to the property and the grantee.

- f. The grantor shall not be required to post any bond at any time to protect the remainder interest of the grantee in the life estates.

The grantee covenants and agrees with the grantor, and her successors and assigns as provided hereunder, that it will hold the property conveyed hereby (hereinafter referred to as the "Property") in trust for the benefit of the public under the use covenants and restrictions imposed hereby:

1. The Property shall be used and maintained as a forestry learning center focusing in part on the application of practical forestry principles to encourage proper woodland use.

2. The grantee shall manage the forested portion of the Property in accordance with proper forestry principles.

3. The grantee shall mow the open portion of the Property, when requested by the grantor during the period of either or both of her life estates, unless the open portion of the Property is otherwise used for planting or grazing.

4. The grantee shall maintain each of the buildings conveyed in good repair and will obtain the consent of the grantor or her successor as provided under paragraph 9 below, before undertaking any construction, remodeling or repairs that might affect the architectural and/or historic integrity of the said buildings. The consent of the grantor or her successor in interest hereto shall not be unreasonably withheld. The grantee's duty to maintain the buildings in which the grantor has reserved a life estate shall not begin until the termination of the grantor's life interest therein.

5. While the parties recognize that time and additional funding will be needed to achieve active use of the Property as a year-round, forestry learning center, including the conversion of the barn on the Property to a year-round educational and meeting facility, the failure by the grantee to take reasonable action to implement the active use of the Property, as distinguished from management of the forests and open field and maintenance of the buildings of the Property, for any continuous one-year period, shall be a breach of the grantee's covenant to use and maintain the Property as a forestry learning center. The reasonableness of action taken shall be judged in relation to the funding and resources available to promote active use of the Property.

6. No commercial, industrial, residential, recreational vehicular or other use of the property, which is inconsistent with the terms of this Deed shall be made. Limited farming uses or selective cutting of trees shall not be considered commercial or inconsistent with the terms of this Deed. All proceeds therefrom shall be utilized for the benefit of the Property and programs developed in utilizing the Property, including "outreach" programs throughout the State of New Hampshire that are the direct result of and are identified with forestry experimentation, technology, projects or activities conducted at the Property (hereinafter referred to as "Related Programs"). Similarly, fees or rents charged for use of the Property or the buildings thereon shall not make a use commercial, if the use is not otherwise inconsistent with the terms of this Deed. All proceeds therefrom shall be utilized for the benefit of the Property and Related Programs.

7. Passive, non-vehicular recreational use shall be permitted on the Property to the extent that it is compatible with and does not interfere with the use of the Property as a forestry learning center.

8. The burden of the use covenants and restrictions imposed under this Deed, including both the affirmative and negative

obligations hereunder shall run with the Property and shall be binding upon all future owners of an interest therein, including the Society for the Protection of New Hampshire Forests or its successor, if it becomes the owner of the Property by reason of paragraph ii. hereunder (the "Conditional Successor"); except that the grantee shall be entitled to sell or lease all of its title and interest in Tract #2, including the building situated thereon, as described above, free of any and all conditions, restrictions or covenants imposed by this Deed, and shall also be entitled to similarly sell a reasonable amount of land contiguous to the boundaries of Tract #2, if a sale of the residential house thereon is otherwise legally impossible and the amount of land to be conveyed does not adversely affect the use of the remaining Property as required hereunder; provided that, all proceeds from any such sale or lease are utilized solely for the benefit of the Property and Related Programs. The State must transfer any such proceeds within thirty (30) days of their receipt to the trustees of Shieling Trust, the endowment fund held for the benefit of the Property, except that the State may retain a portion or all of such proceeds if it instead submits to the trustees a proposed budget within the thirty (30) day period for the use of such funds within the next year for the benefit of the Property and Related Programs and receives the trustees' approval of the proposed budget.

9. The benefit of the covenants and restrictions imposed under this Deed shall not be appurtenant to any particular parcel of land and shall be assignable to any trust or foundation established by the grantor to promote and maintain the Property as a learning center or to any governmental body or charitable, educational or other corporation, association, trust or other entity whose purposes include conservation and management of forested lands for the benefit of the public.

The grantee further covenants and agrees with the grantor, and her successors as provided above, that the above-stated use covenants and

restrictions may be enforced or limited or altered as follows:

- i. Remedies. The grantor or her successor in interest hereunder shall give written notice to the grantee or its successor of any breaches of the use covenants and restrictions of this Deed and may bring an appropriate legal action for specific performance or damages, if no action is taken by the grantee or its successor within thirty (30) days of receipt of that notice, which action is reasonably calculated to correct any such breach; provided that this paragraph shall not constitute, nor be construed as constituting a waiver of any defenses to such legal action which may be available to the grantee.
- ii. Forfeiture. Whether or not a legal action is brought under paragraph i. above to remedy a breach, should the grantee or its successor fail for one year, running either from the date of notice of the breach, if no legal action is instituted, or from the date of a judicial decree or judgment, if legal action is taken to remedy the breach, to take any action that is reasonably calculated to cure the breach, then all title and interest granted herein to the grantee shall cease, terminate and be forfeited, and all title and interest shall immediately vest in the Society for the Protection of New Hampshire Forests, or its successor charitable organization if it, at that time, has as a purpose the conservation and management of forested lands for the benefit of the public. The grantor or her successor in interest may delay the effect of this forfeiture provision by granting a written extension of time to the grantee or its successor to cure a breach. The forfeiture shall then occur at the date of expiration of any such written extension, if the breach is not cured by that time. This forfeiture provision shall not be effective, however, after the State has converted the barn on the

Property to a year-round educational and meeting facility, unless such conversion was substantially funded by the Shieling Trust fund or proceeds from the sale of Tract #2. In either of the latter events the forfeiture provision shall be effective until December 31, 1995.

iii. Amendment. Should circumstances so change in the future that the purpose and intent of the use covenants and restrictions of this Deed can no longer be fulfilled, or that the fulfillment of said purposes would no longer be in the public interest, the grantor or her successor, and the grantee or its successor, may at any time and from time to time by mutual agreement in writing and without the consent of the Conditional Successor modify, alter, change or amend the use covenants and restrictions of this Deed. Any such modification, alteration, change or amendment shall be as consistent as possible and reasonable at that time with the purpose of the original grant as set forth herein.

Meaning and intending to convey the same premises described in deeds by Joseph A. Morse and Elizabeth A. Morse to William J. McGreal and Elizabeth Y. McGreal, dated February 10, 1941, and May 22, 1941, and recorded in the Hillsborough County Registry of Deeds in Volume 1013, Page 100, and Volume 1017, Page 104, respectively, except for the portions of those premises conveyed by the grantor to Scott F. Taylor and Kathleen B. Taylor by deeds dated April 29, 1964 and December 22, 1964 recorded in the Hillsborough County Registry of Deeds in Volume 1778, Page 188, and Volume 1811, Page 292, respectively, and to John P. Combs and Martha T. Combs by deed dated December 22, 1964 and recorded in the Hillsborough County Registry of Deeds in Volume 1811, Page 315, and except for any interest in a spring and water in land formerly of Milton E. Osborn, which William J. McGreal and Elizabeth Y. McGreal released to H. Thorn King by a deed dated July 19, 1961 and recorded in the Hillsborough County


Registry of Deeds in Volume 1657, Page 200, and except as otherwise provided herein, the grantor releases to the grantee all rights of homestead and other interests herein.

This deed is expressly conditioned upon the approval of the Governor and Executive Council of the State of New Hampshire as required by RSA Chapter 219.

WITNESS the hand and seal of Elizabeth Y. McGreal this 17th day of March, 1980.

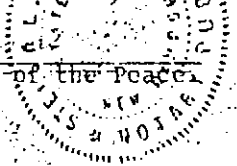
Witness:

William M. Gardner

Elizabeth Y. McGreal
Elizabeth Y. McGreal 

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me this 26th day of March, 1980 by Elizabeth Y. McGreal.

William M. Gardner
Notary Public/Justice of the Peace 

Approved by the Governor and Executive Council at its meeting on the 26 day of March, 1980.

William M. Gardner
Secretary of State