

**PULPIT ROCK CONSERVATION AREA
BASELINE DOCUMENTATION REPORT
BEDFORD, NEW HAMPSHIRE**



Prepared for: Bedford Land Trust
53 Regional Drive, Suite 1
Concord, NH 03301

Prepared by: Jeffry N. Littleton, M.S.
Moosewood Ecological LLC
PO Box 9
Chesterfield, NH 03443
(603) 363-8489

**PULPIT ROCK CONSERVATION AREA
BASELINE DOCUMENTATION REPORT**

BEDFORD, NEW HAMPSHIRE

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January 2014

Cover Photograph: View from Pulpit Rock.

**BASELINE DOCUMENTATION REPORT (BDR)
PULPIT ROCK CONSERVATION AREA CONSERVATION EASEMENT
Bedford, New Hampshire**

Easement name: Pulpit Rock Conservation Area

Easement address: south of New Boston Road and west of Pulpit Road, Bedford, NH

Tax parcel #: Tax Map # 6-36-1, Tax Map # 6-36-2, Tax Map # 6-36-3, Tax Map # 17-4, and
Tax Map # 17-5

Date Easement Closed: May 28, 2013

Landowner: Town of Bedford

Address: 24 North Amherst Road, Bedford, NH 03110

Easement Grantee: Bedford Land Trust

Address: 53 Regional Drive, Suite 1, Concord, NH 03301

Executory Easement Grantee: None

Address: N/A

Total Acreage: 330.5 acres

Form prepared by (name, title): Jeffry N Littleton, Conservation Ecologist
Moosewood Ecological LLC

Area of Land Cover Types: Forested – 312.2 acres (94.5%)
Wetlands – 12.5 acres (3.8%)
Hayfield – 5.8 acres (1.7%)

Purposes of the Easement

The purpose of this Easement is to preserve forever the open space, fields, forests, and plant and wildlife habitat of the Property, to prevent any use that will significantly alter the existing terrain or impair the use of the Property for said conservation values, and to permit educational and recreational use of the Property, as hereinafter described.

List of Buildings or Improvements on Property

- Parking area on New Boston Road: 3,354 sq. ft.
- Parking area on Pulpit Road: 3,354 sq. ft.
- 1 camping platform: 100 sq. ft
- 3 kiosks
- 3 picnic tables

Description of the Property and its Condition

Refer to Exhibits 1-7

Current Land Use and Management: Pulpit Rock Conservation Area is mostly used and managed for education and passive recreation, such as hiking, snowshoeing, cross-country skiing, picnicking, camping, and nature viewing. A Timber Cruise and Management Plan was prepared by Forest Resource Consultants in 1990 for the original 144-acre tract. As noted by Jonathan Nute (Hillsborough County Extension Forester) there has been no timber harvest since the report was produced. Also, the Pulpit Rock Subcommittee produced the Pulpit Rock Conservation Area Master Plan in 1999. This document outlines some recommendations for land use and management.

Natural Features: The Pulpit Rock Conservation Area offers a variety of important and unique natural features. These range from forests and fields to wetlands, streams, and potential vernal pools, as well as unique geological formations. This range of habitats and natural communities owes itself to a diverse species assemblage. Nearly all of the Property is forested (94.5%). Most of it is classified as a hemlock-hardwood-pine forest community. This community is widespread and secure in New Hampshire. However, it is considered a significant wildlife habitat for a variety of species of conservation concern, such as northern goshawk, veery, and bobcat. Another smaller forest type was observed in the southeastern part of the Property. This includes an Appalachian oak-pine forest community. These forest types have a more southern affinity and can provide habitat for a variety of rare species (Sperduto and Nichols 2011). Several trees with old-growth characteristics were observed on the Property. These included eastern hemlocks, black birches, and white pines, most of which can be found around the Pulpit Rock formation and along stone walls that form part of the southeastern boundary. These trees are estimated to be at least 150-200 years old and some possibly older. The hayfield in the southwestern part of the Property can provide significant habitat for species that use grassland habitat. Grasslands are significant as they are declining in New Hampshire.

Regarding wetlands, there are a variety of intermittent and perennial streams located throughout the property. The largest are Pulpit Brook and its tributary to the northeast. In association with some of the streams are marshes, peatlands, and both forested and shrub swamps. Forested wetlands include two significant natural communities, including a black gum-red maple basin swamp and a relatively rare and exemplary red maple-black ash swamp. Also, a variety of potential vernal pools were scattered in the northwestern part of the Property. It is possible that more vernal pools can be found.

The Pulpit Rock Conservation Area also contains some unique geological features. The most well known is Pulpit Rock, which was formed as glaciers retreated the area about 14,000 years ago. This formation is a large natural pothole. Other potholes can be found further downstream. Another interesting feature is the glacial erratic known as Indian Rock, which can be found along the Pulpit Brook Trail.

Wildlife: A variety of birds and mammals were observed during field visits. The various habitats associated with the Property contribute to this diversity. Signs of mammals included deer, moose, raccoon, red squirrel, chipmunk, coyote, red fox, and beaver (fresh activity in a wetland associated with Pulpit Brook next to Gage's Mill). Since fall migration had already passed only year-round

resident birds were observed. These included ruffed grouse (species of conservation concern) pileated woodpecker, hairy woodpecker, blue jay, American crow, cedar waxwing, tufted titmouse, brown creeper, black-capped chickadee, white-breasted nuthatch, and golden-crowned kinglet. In addition, the state endangered hognose snake has been documented to occur on the Property (Exhibit 9). A publication produced by the Bedford Conservation Commission also lists the following wildlife observed at the Pulpit Rock Conservation Area: tree swallow, thrushes, gray squirrel, snowshoe hare, porcupine, northern flying squirrel, muskrat, skunk, and bobcat (species of conservation concern).

The property also contains important wildlife habitats as identified by the NH Fish and Game Department (2005), including vernal pools, grasslands, marshes, and shrub swamps, as well as the hemlock-hardwood-pine forest and a small example of an Appalachian oak-pine forest. As such, a variety of other wildlife is expected be using the property throughout the year. Among these potential wildlife are several additional species of conservation concern (NH Fish and Game Department 2005), including American bittern, red-shouldered hawk, veery, wood thrush, blue-spotted salamander, Jefferson's salamander, marbled salamander, wood turtle, spotted turtle, Blanding's turtle, eastern smooth green snake, ribbon snake, and black bear.

Historical Features: Based on the presence of stonewalls and at least one pile of small stones most of the Property was historically used for hayfields, livestock grazing, and crop production. The piles of small stones are indicative of croplands as continuous plowing typically would bring small stones to the surface and then removed to grow crops. Gage's Sawmill is another historical feature that is located in the southern part of the Property along Pulpit Brook.

Inventory of Existing Trails/Roads: As noted in Exhibit 3 there is a network of trails throughout the Property. These include: Kennard Trail, Landry Trail, Gott Trail, Campbell Trail, Scouting Way, Ravine Trail, Tufts Trail, Martin Trail, Pulpit Brook Trail, and Gage's Mill Trail. Pulpit Brook Trail continues south off the property and connects with the Joppa Hill Farm conservation easement. Two parking lots with trailheads can be found off New Boston Road and Pulpit Road.

Areas of Conservation Concern

Refer to Exhibit 3

- Potential vernal pools;
- Herbaceous, shrub and forested wetlands (particularly the black gum swamp and the exemplary black ash swamp) and their adjacent uplands;
- Perennial and intermittent streams and adjacent uplands;
- Old-growth trees scattered throughout the property;
- Hayfield that serves as grassland habitat;
- Intact forested habitat with low levels of infestations by invasive plants (mostly confined to edges associated with adjacent developments and fields and within the small forested wetlands adjacent to Pulpit Brook along the southern boundary);
- Unique geologic features, including Pulpit Rock, other natural potholes, and Indian Rock; and
- Stonewalls and stone piles from historical agricultural activity

Adjacent Conserved Lands

Refer to Exhibit 8

A variety of conservation lands surround the Pulpit Rock Conservation Area. To the immediate north is a contiguous block of protected lands (known as Pulpit Road Open Space), representing about 90 acres. Further north, a larger block representing approximately 1,100 acres can be found. Nearly half of this area represents Water Supply lands. To the west lies a large 3,466-acre block of protected lands, which includes the New Boston Air Force Station and the Joe English Reservation. Immediately to the southeast, and almost adjacent to the Pulpit Rock Conservation Area, are the Joppa Hill Farm (192 acres) and other contiguous conservation lands that total over 400 acres. One of the greatest benefits to conserving biodiversity and ecological integrity comes from expanding and linking protected areas. The protection of the Pulpit Rock Conservation Area will complement and help accomplish this conservation value.

Current Conditions Related to the Use Limitations

As of the time of the preparation of this baseline documentation report:

- There was no evidence of recent residential, industrial, or commercial activities being conducted on the Property, nor were there observed signs of on-site activities that would cause pollution of surface or subsurface waters or soils or of the air.
- There was no evidence of recent construction of structures or improvements on the Property, except as necessary for the purposes provided for in the Easement.
- There was recent evidence of motorized or wheeled vehicular activities on the Property that is inconsistent with the terms of the Easement. These included tracks from a wheeled vehicle in several locations along the western boundary and within one of the wetlands associated with Pulpit Brook.
- There was no evidence of recent mining, quarrying, or excavation of rocks, minerals, gravel, sand, or topsoil on the Property, except as necessary for the purposes provided for in the Easement.
- There was no evidence of recent dumping, injection, or burial of environmentally hazardous materials, and no evidence of recent dumping or storing of any garbage, scrap materials, or other non-composted waste on the Property, other than those areas where previous dumping has occurred as highlighted in Exhibit 3.
- There was no evidence of state or federally recognized rare, threatened, or endangered species observed nor were there signs of harm to such on the Property. However, there were existing records of the state-endangered eastern hognose snake observed on the Property as reported by the NH Natural Heritage Bureau's database (Exhibit 9). There were additional species and natural communities of conservation concern located within one mile of the Property. Also, two natural communities of significance were observed during field surveys, including a locally significant black gum-red maple basin swamp and an exemplary red maple-black ash swamp.
- There was no recent evidence of detrimental uses to the conservation purposes of the Easement.
- There was no evidence of recent defacement, movement, removal, or alteration of any stone walls or other monuments or markers that serve as legal boundaries.

Reserved Rights of the Grantor

As of the time of the signing of the easement the following lists the Reserved Rights of the Grantor:

- The Grantor shall have the right to sell the Property in accordance with the conditions of the Conservation Easement Deed.
- The Grantor shall have the right to improve, maintain, locate, construct, reconstruct, expand, modify, demolish, remove, replace, renovate and repair, bridges over wetlands and pathways, fencing, appropriate signage, public restrooms, parking areas, garbage containers, commemorative plaques and memorials and safety equipment used to monitor use of the Property by the public in accordance with the terms of the Easement.
- The Grantor shall have the right to use the Property for educational and recreational purposes, including skating, cross-country skiing, snowshoeing, and the like, picnicking and the like, including camping as permitted in the Town of Bedford’s designated areas, and supporting activities not inconsistent with the conservation values of this Easement.
- The Grantor shall have the right to permit the use of the Property for hiking, walking, bird watching, scenic viewing, and similar non-obtrusive uses during the time the Property is open by the Grantor for public uses and may permit educational and other passive recreation uses during the time the Property is open by the Grantor for public use.
- The Grantor shall have the right to use, improve, construct, reconstruct, and expand parking areas as may be reasonably necessary to accommodate the recreational uses of the Property in a manner which will do the least damage to the Property while providing adequate and safe parking.
- The Grantor shall have the right to improve or relocate access to the Property so that it allows safe ingress and egress in all seasons in a manner which will do the least damage to the Property while providing adequate and safe access.
- The Grantor shall have the right to allow motorized vehicles in the parking areas on the Property but no other wheeled, tracked or other vehicles, motorized or non-motorized, shall be allowed on the Property in accordance with the terms of the Easement.
- The Grantor shall have the right to assign the responsibility for the maintenance of the Property and the buildings and improvements located thereon.
- The Grantor shall have the right to construct a perimeter fence around the Property.

Condition of Boundaries

- Corner monuments/pins found (some but not all of them)
- Well-marked blazes (for most of the boundaries)
- Surveyed: James M O’Neil LLC: May 20, 2013 (compiled from plans and deeds on file at the Hillsborough County Registry of Deeds)
- Not defined (comments follow):

Description of boundaries as witnessed:

The Property consists of five parcels: Tax Map 6-36-1, Tax Map # 6-36-2, Tax Map # 6-36-3, Tax Map # 17-4, and Tax Map # 17-5. The majority of the external boundaries of the five parcels are marked with a combination of boundary markers (see Exhibit 3), stonewalls, red paint blazes,

orange flagging, Bedford Conservation Commission signs, and Wildlife Safety Zone signs in various locations.

New Boston Road forms the northern boundary of Tax Map # 6-36-1 and Tax Map # 6-36-3. The boundary surrounding the subdivision off New Boston Road in association with Tax Map 6-36-1, Tax Map # 6-36-2, and Tax Map # 6-36-3 is mostly marked with red paint blazes with occasional gaps. The eastern boundary of Tax Map # 6-36-2 is mostly bound by stonewalls. The eastern boundary of Tax Map # 17-4 is mostly marked with orange flagging, Bedford Conservation Commission signs, and boundary corner markers (iron pins). The southeast boundary of Tax Map # 17-4 along the Amherst town line is mostly marked with stonewalls but ends at the black ash swamp adjacent to Pulpit Brook. There were no boundary markers observed to the west of Pulpit Brook along the Bedford-Amherst town lines for Tax Map # 17-4 and Tax Map # 17-5. The western and northern boundary of Tax Map # 17-5 was bound by stonewalls. Most of the southwestern section of Tax Map # 6-36-1 was bound by stonewalls. However, there were no boundary markers observed along the northern half of the Bedford-New Boston town lines associated with the western section of Tax Map # 6-36-1. Orange flagging was placed periodically along known boundary lines to assist with future monitoring.

Property Access

- Maintained public road
- Non-maintained public road
- Private road (Driveway)
- Legal Right-of-Way (explain): New England Telephone and Telegraph Co. has easements on Tax Map # 6-36-1 and 6-36-3. Pulpit Estates LLC has an Emergency Access Road Easement and Subdivision Construction Easements on Tax Map # 6-36-2.

Attached Exhibits

- 1 - Aerial Base Map
- 2 - USGS Topographic Base Map
- 3 - Existing Human Structures/Alterations and Significant Natural Features Map
- 4 - Photo/GPS Point Index Map
- 5 - Photo/GPS Point Index Table
- 6 - On-site Photographs
- 7 - GPS Point Coordinates Table
- 8 - Conservation Lands Map
- 9 - NH Natural Heritage Bureau Rare Elemental Occurrences Review Letter
- 10 – Conservation Easement Deed

Literature Cited

NH Fish & Game Department. 2005. *New Hampshire Wildlife Action Plan*. New Hampshire Fish & Game Department, Concord, New Hampshire.


Sperduto, Daniel, and William Nichols. 2011. *Natural Communities of New Hampshire*. New Hampshire Natural Heritage Bureau and The Nature Conservancy, Concord, NH.

AFFIDAVIT OF INSPECTION

Date(s) of Inspection: December 2, 2013 and December 4, 2013

Inspection Prepared By:

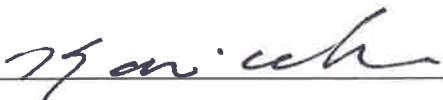
The property described above meets the condition of the deed.

 Date: 1/9/2014

Acknowledgment of Property Condition

In compliance with Section 1:170A-14(g)(5) of the IRS Tax Regulations, the undersigned accept and acknowledge that this Baseline Documentation Report is an accurate representation of the property at the time of the report.

LANDOWNER: Town of Bedford, NH

Signature:  Date: 1/2/14
Printed Name: Karin Elmer
Job Title: Planner

LAND TRUST: Bedford Land Trust



 Date: 1/11/2013 *2014 mebrock/Rita Carroll*
Rita H. Carroll, Chair
Bedford Land Trust

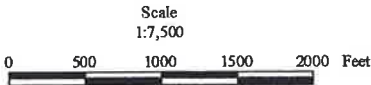
EXHIBIT 1 - Aerial Base Map



 *Conservation Easement Boundary*

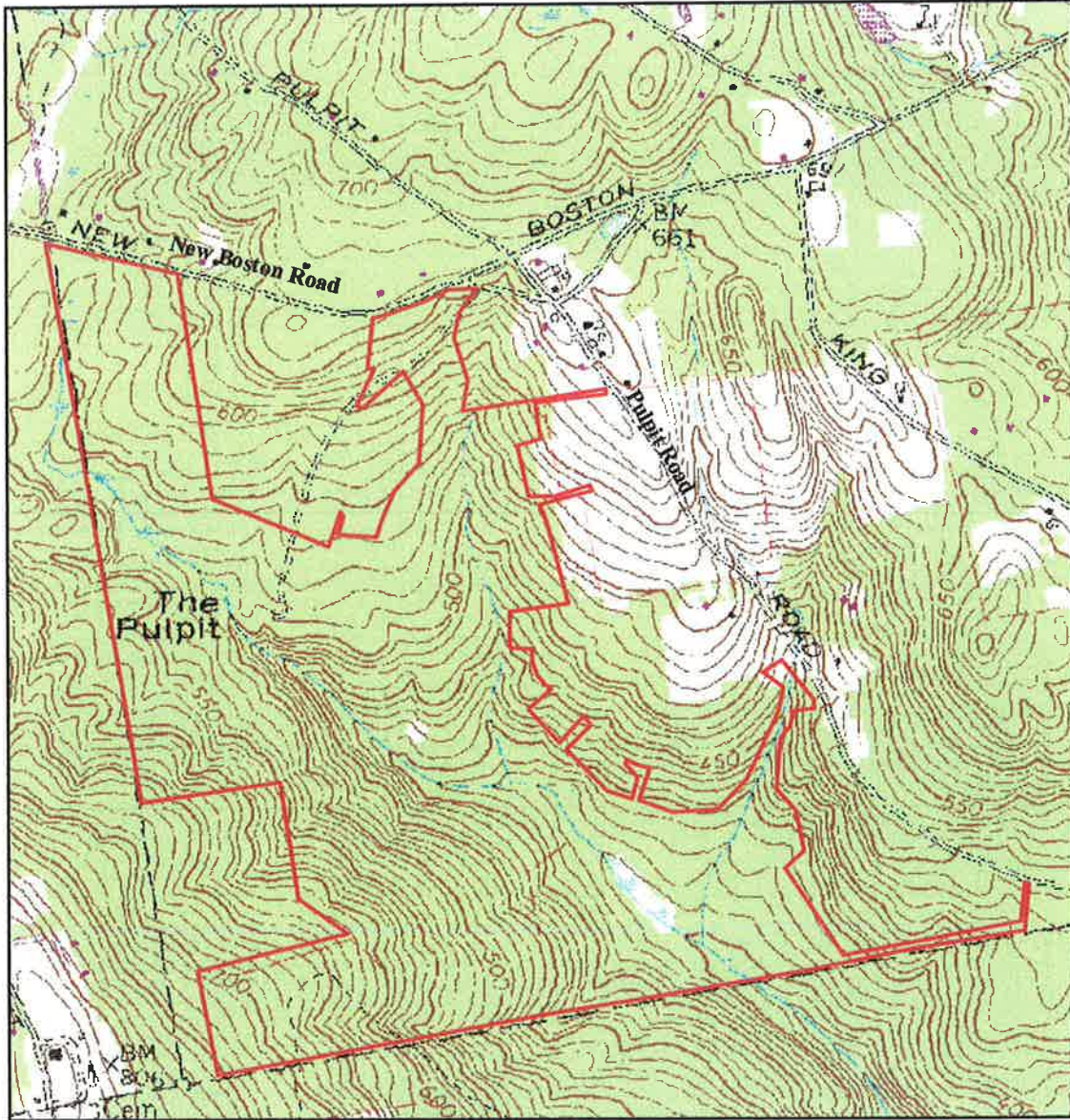
Map for planning purposes only.
Not a legal boundary survey.
Conservation Easement boundary adjusted to GPS
field data, 2010 aerials, and existing boundary markers.

Pulpit Rock Conservation Area Town of Bedford, NH 2010 Color Aerial Base Map




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EXHIBIT 2 - USGS Topographic Base Map

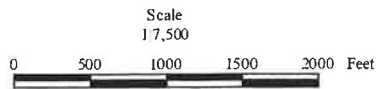


Pulpit Rock Conservation Area
Town of Bedford, NH
USGS Topographic Base Map

 Conservation Easement Boundary

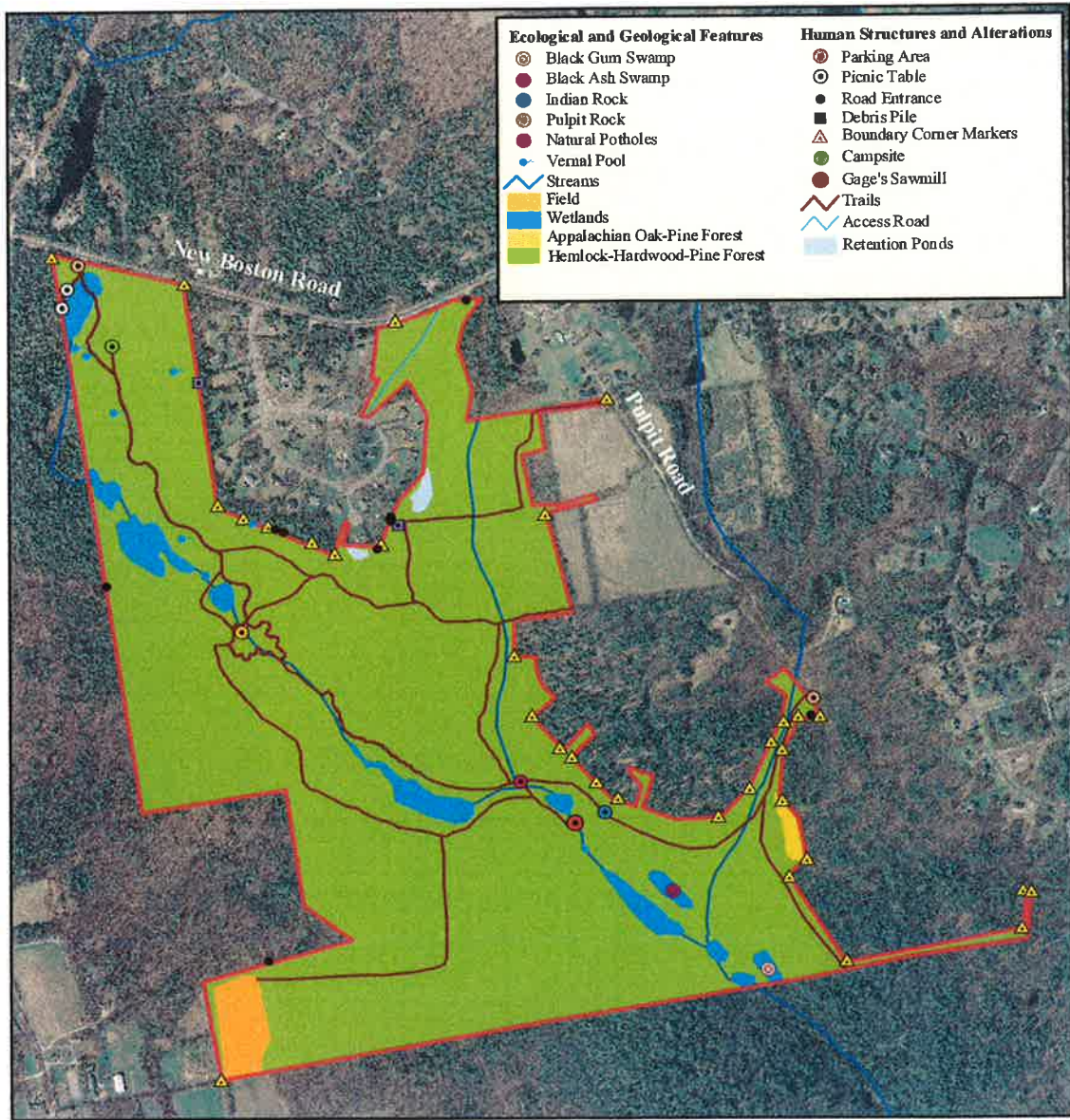


Map for planning purposes only.
 Not a legal boundary survey.
 Conservation Easement boundary adjusted to GPS
 field data, 2010 aerials and existing boundary markers



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EXHIBIT 3 - Existing Human Structures and Alterations and Significant Natural Features

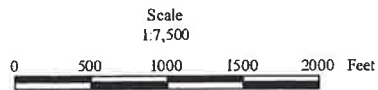


Conservation Easement Boundary

Pulpit Rock Conservation Area Town of Bedford, NH Existing Features - Natural and Human



Map for planning purposes only.
Not a legal boundary survey.
Conservation Easement boundary adjusted to GPS
field data, 2010 aerials, and existing boundary markers




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EXHIBIT 4 - Photo/GPS Point Index Map

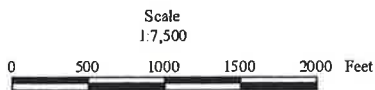


Pulpit Rock Conservation Area
Town of Bedford, NH
Photograph/GPS Point Index

 Conservation Easement Boundary



Map for planning purposes only.
 Not a legal boundary survey.
 Conservation Easement boundary adjusted to GPS
 field data, 2010 aeriels, and existing boundary markers



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 December 20, 2013

EXHIBIT 5 - Photo/GPS Point Index Table

GPS		Waypoint ID	Photo ID	Photo Direction	Date	Photo Description
1		1		NW	12/2/2013	CORNER; IRON PIN PRESENT
2		2a		N	12/2/2013	CORNER; CONCRETE POST PRESENT
2		2b			12/2/2013	HEMLOCK-HARDWOOD-PINE FOREST
3		3		W	12/2/2013	VERNAL POOL
4		4		W	12/2/2013	DEBRIS PILE
5		5		E	12/2/2013	CORNER; IRON PIN PRESENT
6		6		W	12/2/2013	ROAD ENTRANCE
7		7		W	12/2/2013	ROAD ENTRANCE
8		8		N	12/2/2013	CORNER; IRON PIN PRESENT
9		9		NE	12/2/2013	CORNER; IRON PIN PRESENT
10		10		E	12/2/2013	ROAD ENTRANCE
11		11a		SE	12/2/2013	ROAD ENTRANCE
11		11b		NE	12/2/2013	DEBRIS PILE
12		12		E	12/2/2013	RETENTION POND
13		13		NE	12/2/2013	ACCESS ROAD
14		14		S	12/2/2013	CORNER; IRON PIN PRESENT
15		15		SE	12/2/2013	ACCESS ROAD
16		16		SW	12/2/2013	ROAD ENTRANCE
17		17		S	12/2/2013	CORNER; RED BLAZES PRESENT
18		18		E	12/2/2013	CORNER
19		19		NW	12/2/2013	CORNER
20		20		N	12/2/2013	CORNER
21		21		SE	12/2/2013	CORNER
22		22		SE	12/2/2013	CORNER
23		23		E	12/2/2013	CORNER
24		24		NW	12/2/2013	CORNER; DRILL HOLE PRESENT WITH RED BLAZE
25		25		SE	12/2/2013	CORNER

GPS				Photo Description
Waypoint ID	Photo ID	Photo Direction	Date	Photo Description
26	26	SE	12/2/2013	STREAM
27	27a; 27b		12/2/2013	NATURAL POTHLES
27	27b		12/2/2013	PULPIT BROOK
28	28	SE	12/2/2013	BEAVER IMPOUNDMENT
29	29	SW	12/2/2013	CORNER; IRON PIN PRESENT
30	30	NW	12/2/2013	CORNER
31	31	SE	12/2/2013	ROAD ENTRANCE
32	32	N	12/2/2013	CORNER
33	33	W	12/2/2013	CORNER
34	34	SW	12/2/2013	CORNER
35	35	SW	12/2/2013	CORNER
36	36	N	12/2/2013	WETLAND ALONG PULPIT BROOK
37	37	N	12/2/2013	WETLAND ALONG PULPIT BROOK
38	38		12/2/2013	PULPIT ROCK
39	39	NE	12/2/2013	CAMPSITE WITH PICNIC TABLE AND FIRE RING
40	40	N	12/2/2013	WETLAND ALONG PULPIT BROOK
41	41	S	12/2/2013	PICNIC TABLE
42	42	S	12/2/2013	PICNIC TABLE
43	43a	SW	12/2/2013	KIOSK
43	43b	NW	12/2/2013	PARKING AREA
44	44	SW	12/2/2013	PARKING AREA WITH KIOSK
45	45	E	12/2/2013	CORNER; MARBLE MONUMENT PRESENT
46	46	SE	12/2/2013	CORNER; IRON PIN PRESENT
47	47	NW	12/2/2013	CORNER; PAINTED DRILL HOLE PRESENT
48	48	N	12/2/2013	ROAD ENTRANCE
49	49	W	12/2/2013	CORNER
50	50	W	12/2/2013	CORNER; IRON PIN PRESENT

GPS Waypoint ID	Photo ID	Photo Direction	Date	Photo Description
51	51	NE	12/4/2013	CORNER
52	52	E	12/4/2013	CORNER; IRON PIN PRESENT
53	53	E	12/4/2013	CORNER; IRON PIN PRESENT
54	54	E	12/4/2013	CORNER; IRON PIN PRESENT
55	55	SE	12/4/2013	CORNER; IRON PIN PRESENT
56	56	NE	12/4/2013	INDIAN ROCK
57	57	NW	12/4/2013	CORNER; IRON PIN PRESENT
58	58	SW	12/4/2013	CORNER; IRON PIN PRESENT
59	59	W	12/4/2013	CORNER; IRON PIN PRESENT
60	60	W	12/4/2013	CORNER; IRON PIN PRESENT
61	61	W	12/4/2013	CORNER; IRON PIN PRESENT
62	62	NW	12/4/2013	CORNER; IRON PIN PRESENT
63	63a; 63b	S; E	12/4/2013	GAGE'S SAWMILL
64	64		12/4/2013	BLACK ASH SWAMP
65	65		12/4/2013	BLACK GUM SWAMP
66	66	S	12/4/2013	TRAIL ENTRANCE
67	67	S	12/4/2013	CORNER; IRON PIN PRESENT
68	68	SW	12/4/2013	CORNER; IRON PIN PRESENT
69	69	W	12/4/2013	CORNER; IRON PIN PRESENT
70	70	E	12/4/2013	CORNER; IRON PIN PRESENT
71	71	W	12/4/2013	DEER STAND
72	72	S	12/4/2013	CORNER; IRON PIN PRESENT
73	73	S	12/4/2013	CORNER; MARBLE MONUMENT PRESENT
74	74	S	12/4/2013	CORNER; MARBLE MONUMENT PRESENT
75	75	SW	12/4/2013	CORNER

EXHIBIT 6

On-site Photographs



Photo 2a (N); GPS Point 2; boundary corner



Photo 3 (W); GPS Point 3; vernal pool



Photo 1 (NW); GPS Point 1; boundary corner



Photo 2b; GPS Point 2; hemlock-hardwood-pine forest



Photo 4 (W); GPS Point 4; debris pile



Photo 5 (E); GPS Point 5; boundary corner



Photo 6 (W); GPS Point 6; road entrance



Photo 7 (W); GPS Point 7; road entrance



Photo 8 (N); GPS Point 8; boundary corner



Photo 9 (NE); GPS Point 9; boundary corner



Photo 10 (E); GPS Point 10; road entrance



Photo 11a (SE); GPS Point 11; road entrance



Photo 11b (NE); GPS Point 11; debris pile



Photo 12 (E); GPS Point 12; retention pond



Photo 13 (NE); GPS Point 13; access road entrance



Photo 14 (S); GPS Point 14; boundary corner



Photo 15 (SE); GPS Point 15; access road entrance



Photo 16 (E); GPS Point 16; road entrance



Photo 17 (S); GPS Point 17; boundary corner

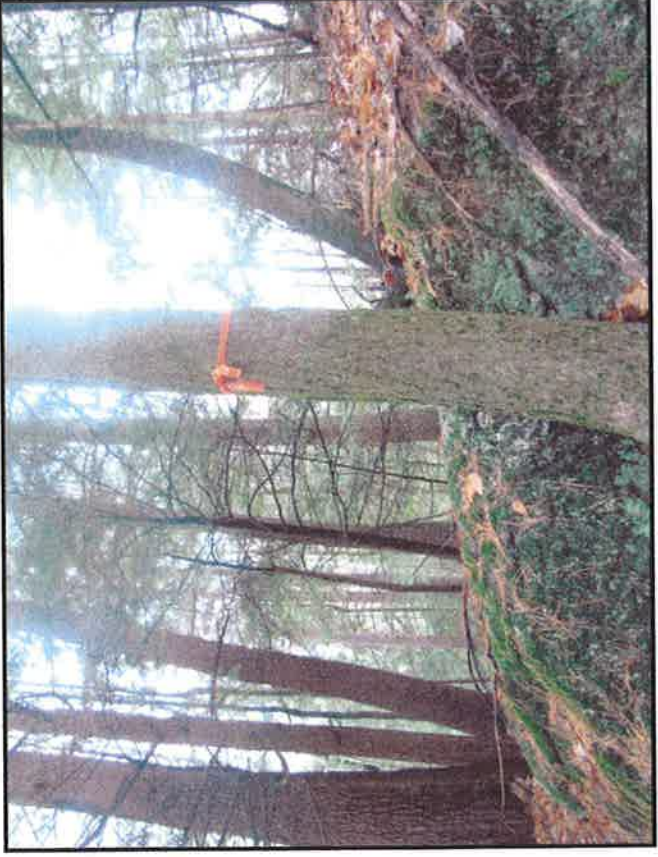


Photo 18 (E); GPS Point 18; boundary corner



Photo 20 (N); GPS Point 20; boundary corner

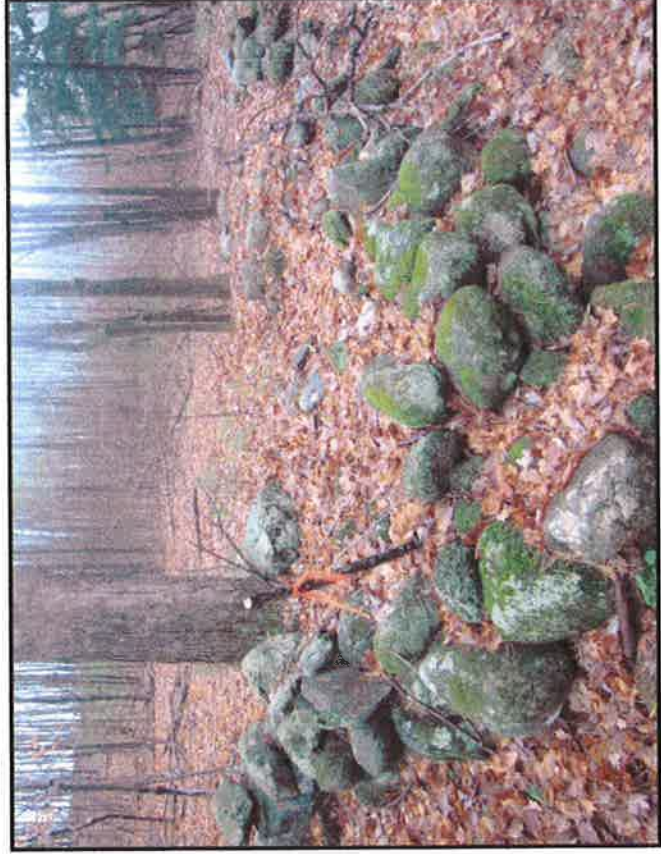


Photo 22 (SE); GPS Point 22; boundary corner



Photo 19 (NW); GPS Point 19; boundary corner

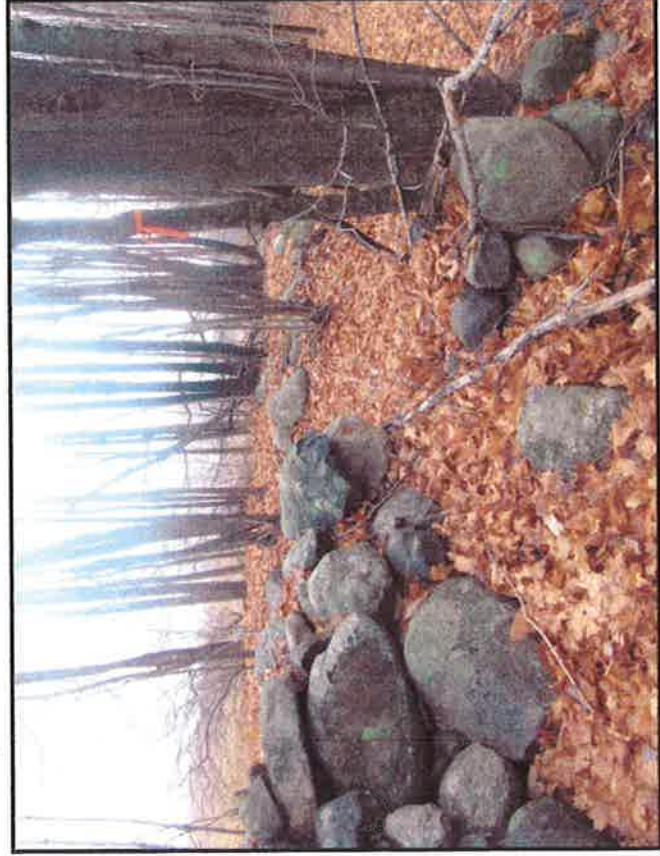


Photo 21 (SE); GPS Point 21; boundary corner



Photo 23 (E); GPS Point 23; boundary corner



Photo 24 (NW); GPS Point 24; boundary corner

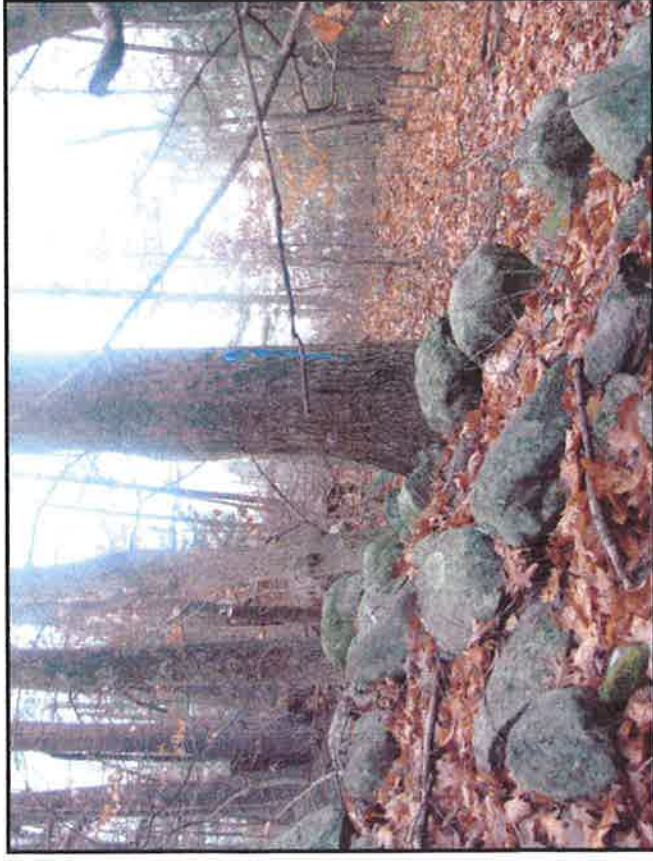


Photo 25 (SE); GPS Point 25; boundary corner



Photo 26 (SE); GPS Point 26; stream



Photo 27a; GPS Point 27; natural pothole

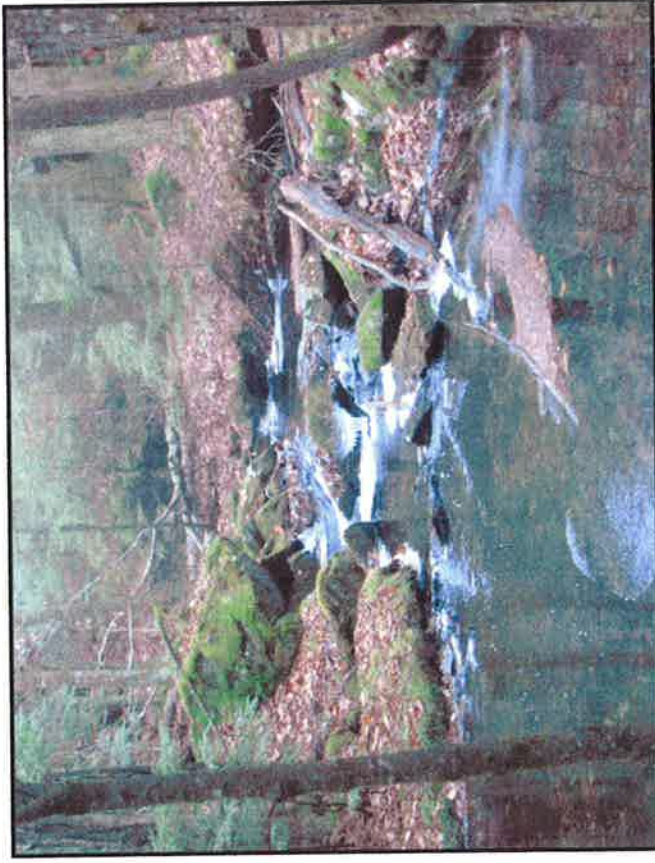


Photo 27b; GPS Point 27; Pulpit Brook



Photo 28 (SE); GPS Point 28; beaver impoundment

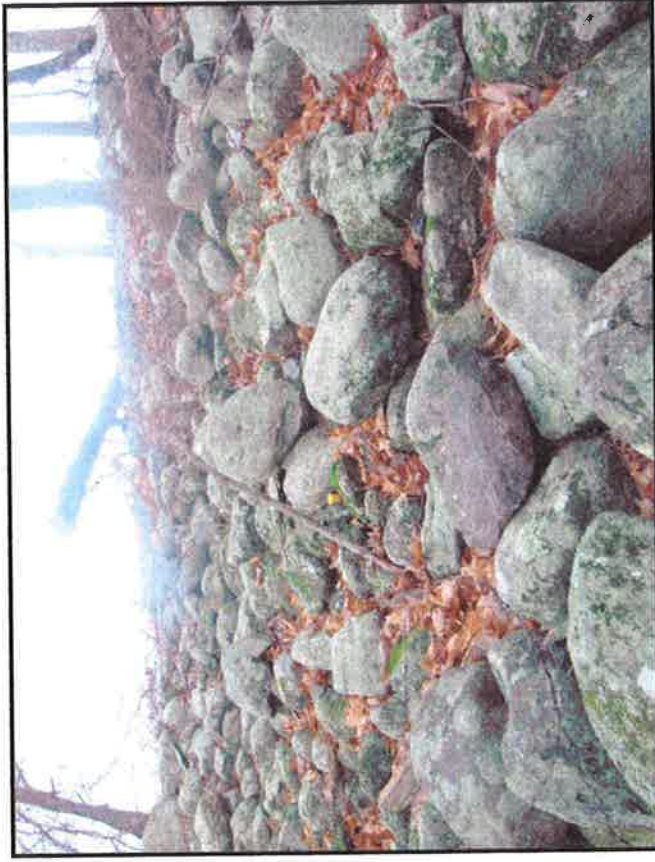


Photo 29 (SW); GPS Point 29; boundary corner with rock pile from historic cultivation

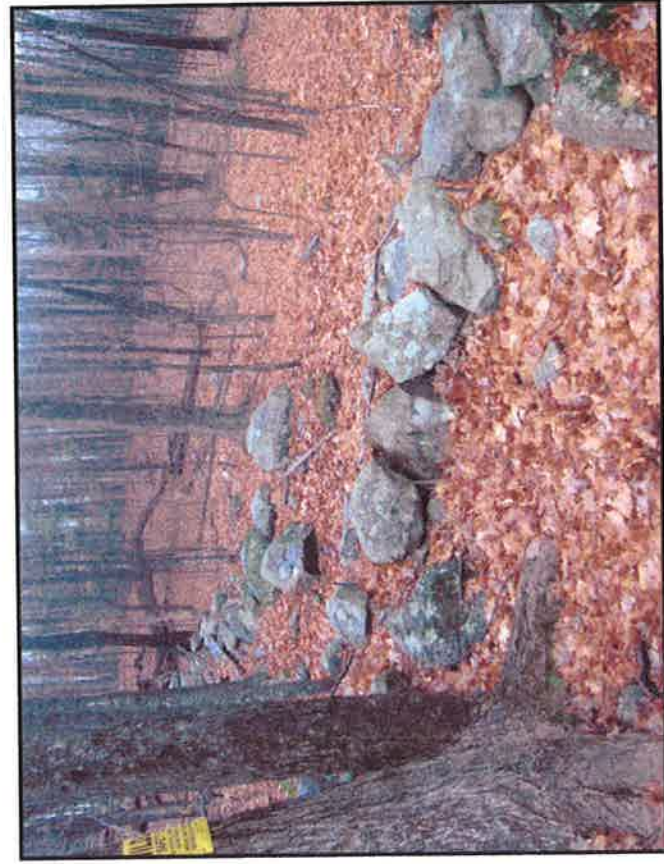


Photo 30 (NW); GPS Point 30; boundary corner



Photo 31 (SE); GPS Point 31; road entrance



Photo 32 (N); GPS Point 32; boundary corner



Photo 33 (W); GPS Point 33; boundary corner



Photo 34 (SW); GPS Point 34; boundary corner



Photo 35 (SW); GPS Point 35; boundary corner



Photo 36 (N); GPS Point 36; wetland along Pulpit Brook



Photo 37 (N); GPS Point 37; wetland along Pulpit Brook



Photo 38; GPS Point 38; Pulpit Rock



Photo 39 (NE); GPS Point 39; campsite with picnic table and fire ring

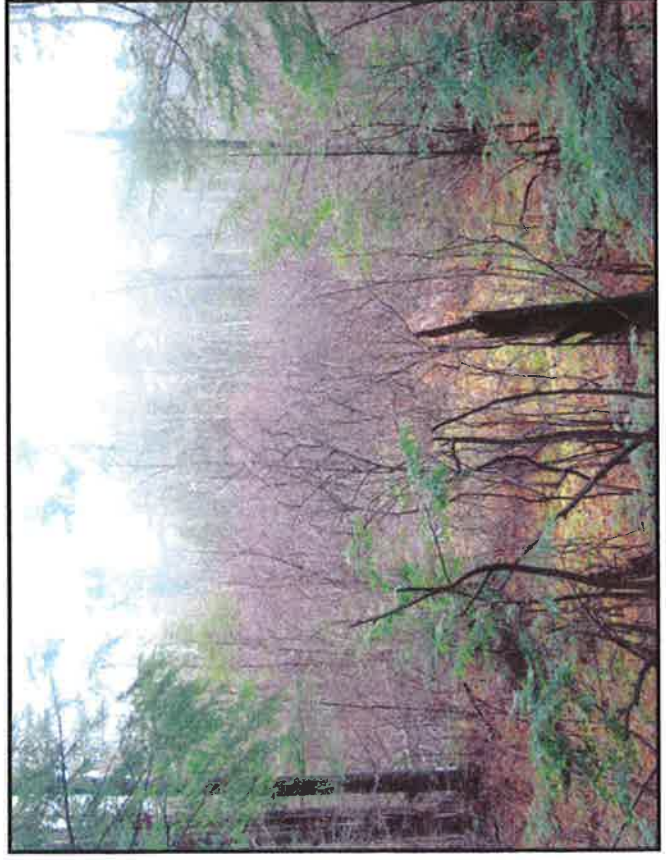


Photo 40 (N); GPS Point 40; wetland along Pulpit Brook



Photo 41 (S); GPS Point 41; picnic table

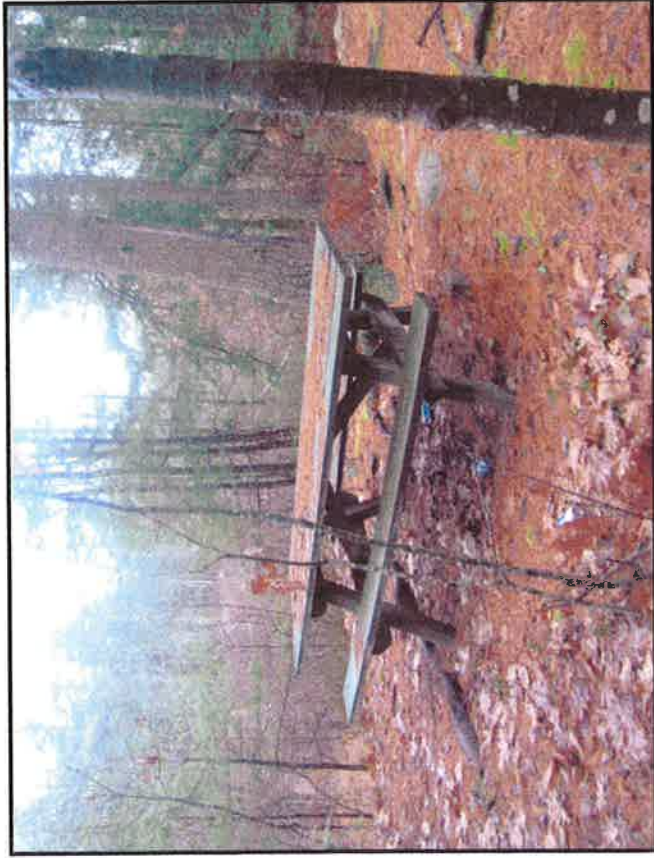


Photo 42 (S); GPS Point 42; picnic table



Photo 43a (SW); GPS Point 43; kiosk



Photo 43b (NW); GPS Point 43; parking area



Photo 44 (SW); GPS Point 44; parking area with kiosk



Photo 45 (E); GPS Point 45; boundary corner



Photo 46 (SE); GPS Point 46; boundary corner



Photo 47 (NW); GPS Point 47; boundary corner



Photo 48 (N); GPS Point 48; road entrance



Photo 49 (W); GPS Point 49; boundary corner

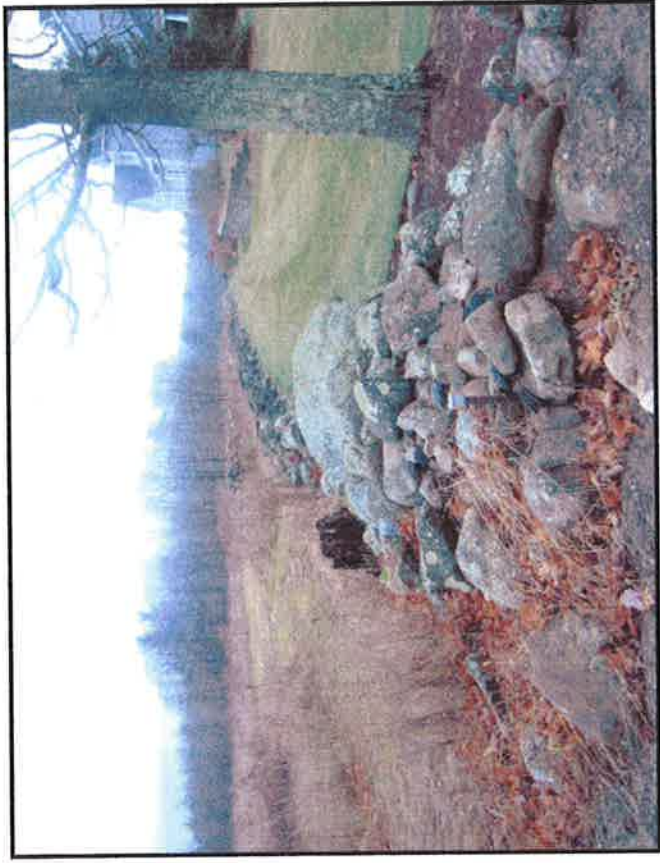


Photo 50 (W); GPS Point 50; boundary corner



Photo 51 (NE); GPS Point 51; boundary corner



Photo 52 (E); GPS Point 52; boundary corner



Photo 53 (E); GPS Point 53; boundary corner



Photo 54 (E); GPS Point 54; boundary corner



Photo 55 (SE); GPS Point 55; boundary corner

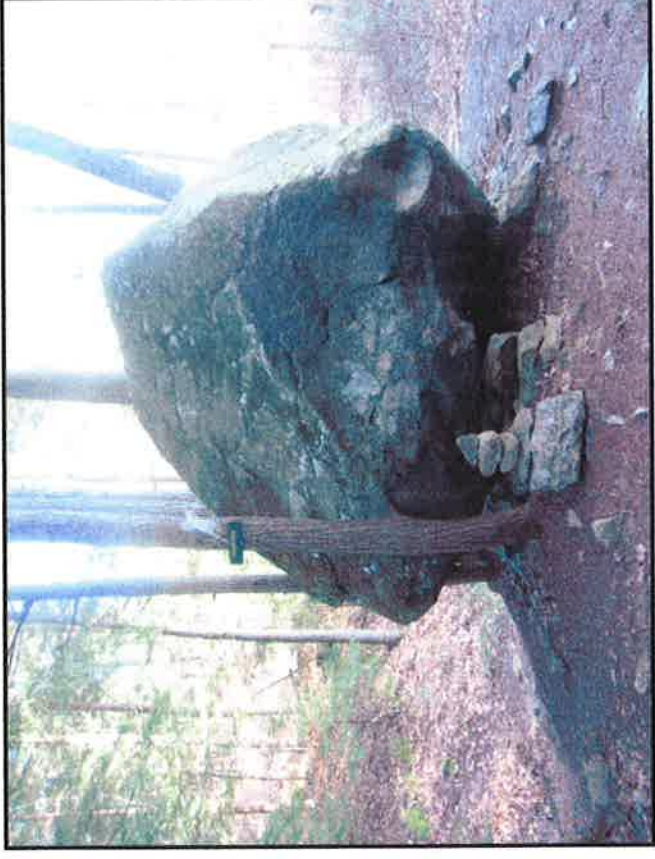


Photo 56 (NE); GPS Point 56; Indian Rock



Photo 57 (NW); GPS Point 57; boundary corner



Photo 58 (SW); GPS Point 58; boundary corner



Photo 59 (W); GPS Point 59; boundary corner



Photo 60 (W); GPS Point 60; boundary corner



Photo 61 (W); GPS Point 61; boundary corner



Photo 62 (NW); GPS Point 62; boundary corner



Photo 63a (S); GPS Point 63; Gage's Sawmill

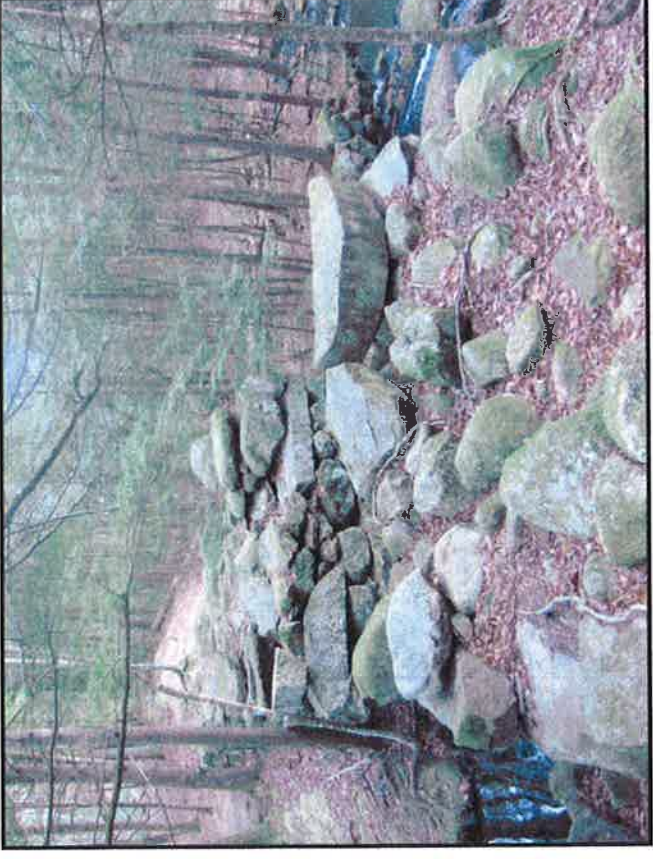


Photo 63b (E); GPS Point 63; Gage's Sawmill



Photo 64; GPS Point 64; black ash swamp



Photo 65; GPS Point 65; black gum swamp

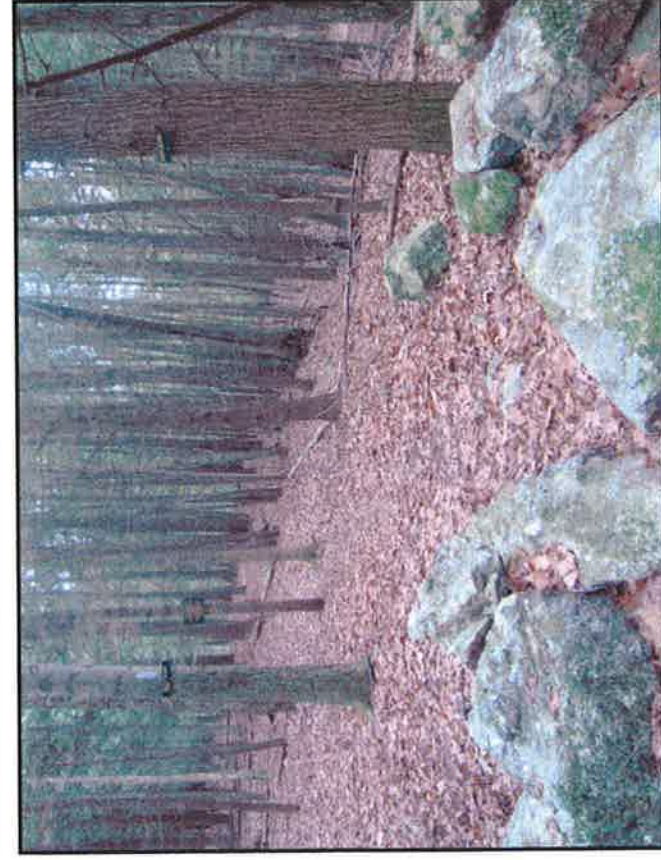


Photo 66 (S); GPS Point 66; trail entrance



Photo 67 (S); GPS Point 67; boundary corner



Photo 68 (SW); GPS Point 68; boundary corner



Photo 69 (W); GPS Point 69; boundary corner



Photo 70 (E); GPS Point 70; boundary corner



Photo 71 (W); GPS Point 71; deer stand



Photo 73 (S); GPS Point 73; boundary corner



Photo 75 (SW); GPS Point 75; boundary corner



Photo 72 (S); GPS Point 72; boundary corner



Photo 74 (S); GPS Point 74; boundary corner

EXHIBIT 7 - GPS Point Coordinates Table

GPS Waypoint ID	Latitude	Longitude	Date
1	42.95603762	-71.61375417	12/2/2013
2	42.95539641	-71.61031089	12/2/2013
3	42.95370611	-71.61054181	12/2/2013
4	42.95348709	-71.60994502	12/2/2013
5	42.95105492	-71.60946524	12/2/2013
6	42.9505795	-71.60783328	12/2/2013
7	42.95051512	-71.60767654	12/2/2013
8	42.95025629	-71.60523523	12/2/2013
9	42.95011899	-71.6063548	12/2/2013
10	42.95018597	-71.60522148	12/2/2013
11	42.95076893	-71.60498846	12/2/2013
12	42.95132121	-71.60450072	12/2/2013
13	42.95284001	-71.60557956	12/2/2013
14	42.95464857	-71.60479107	12/2/2013
15	42.95510044	-71.60354393	12/2/2013
16	42.95504973	-71.60303045	12/2/2013
17	42.95512274	-71.60256249	12/2/2013
18	42.95416745	-71.6031996	12/2/2013
19	42.95275846	-71.60297262	12/2/2013
20	42.95289315	-71.60116028	12/2/2013
21	42.95212378	-71.60101653	12/2/2013
22	42.95211121	-71.60165515	12/2/2013
23	42.95101301	-71.60123396	12/2/2013
24	42.95105098	-71.60102156	12/2/2013
25	42.94905349	-71.6004044	12/2/2013
26	42.94880203	-71.60228119	12/2/2013
27	42.94568388	-71.60168247	12/2/2013
28	42.94542454	-71.60106548	12/2/2013
29	42.9399033	-71.60941872	12/2/2013
30	42.94179652	-71.60991023	12/2/2013
31	42.94216775	-71.6081523	12/2/2013
32	42.94260059	-71.60601843	12/2/2013
33	42.94334164	-71.60727723	12/2/2013
34	42.94563585	-71.60778173	12/2/2013
35	42.94529127	-71.6114976	12/2/2013
36	42.9499475	-71.61119652	12/2/2013
37	42.94913027	-71.60923993	12/2/2013
38	42.94866675	-71.60917355	12/2/2013

GPS			
Waypoint ID	Latitude	Longitude	Date
39	42.954205	-71.6122057	12/2/2013
40	42.95452067	-71.61310835	12/2/2013
41	42.95533924	-71.61336442	12/2/2013
42	42.9549831	-71.61348101	12/2/2013
43	42.95577966	-71.61307774	12/2/2013
44	42.94698978	-71.59411638	12/2/2013
45	42.94696103	-71.59390331	12/2/2013
46	42.94696103	-71.59449172	12/2/2013
47	42.94635125	-71.59488467	12/2/2013
48	42.94693345	-71.59410967	12/2/2013
49	42.95307353	-71.59927594	12/2/2013
50	42.95311016	-71.59934283	12/2/2013
51	42.94770869	-71.59470454	12/4/2013
52	42.9468524	-71.59483504	12/4/2013
53	42.94644881	-71.59506429	12/4/2013
54	42.94554952	-71.59571942	12/4/2013
55	42.94501785	-71.59647899	12/4/2013
56	42.9450663	-71.59947217	12/4/2013
57	42.94537584	-71.59931542	12/4/2013
58	42.94568514	-71.59974533	12/4/2013
59	42.94616592	-71.60033525	12/4/2013
60	42.94633993	-71.60054547	12/4/2013
61	42.94693907	-71.6013586	12/4/2013
62	42.94816819	-71.60178121	12/4/2013
63	42.94485348	-71.60052418	12/4/2013
64	42.94368077	-71.59798555	12/4/2013
65	42.94186131	-71.59516001	12/4/2013
66	42.94207882	-71.59310167	12/4/2013
67	42.94278701	-71.5886114	12/4/2013
68	42.94218292	-71.59322463	12/4/2013
69	42.94383768	-71.5947985	12/4/2013
70	42.94419961	-71.59422635	12/4/2013
71	42.94462809	-71.59471359	12/4/2013
72	42.9454082	-71.59497217	12/4/2013
73	42.94361061	-71.58850185	12/4/2013
74	42.94354381	-71.58838199	12/4/2013
75	42.94255181	-71.58851779	12/4/2013

EXHIBIT 8 - Conservation Lands Map

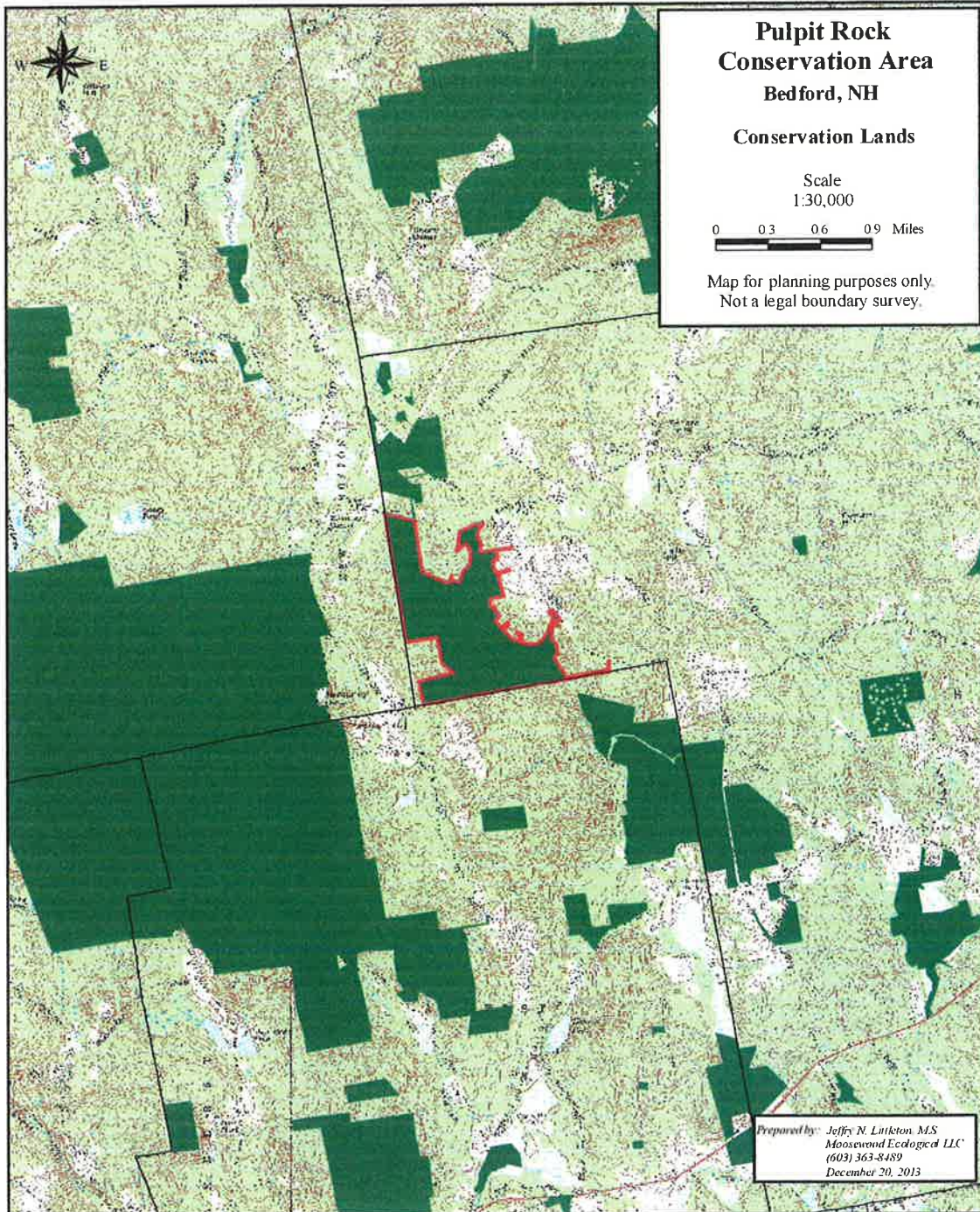


EXHIBIT 9

NH Natural Heritage Bureau Rare Elemental Occurrences Review Letter



NEW HAMPSHIRE NATURAL HERITAGE BUREAU

DRED - DIVISION OF FORESTS & LANDS

PO Box 1856 -- 172 PEMBROKE ROAD, CONCORD, NH 03302-1856

PHONE: (603) 271-2214 FAX: (603) 271-6488

To: Jeffrey Littleton, Moosewood Ecological LLC
PO Box 9
Chesterfield NH 03443

From: Sara Cairns, NH Natural Heritage Bureau

Date: 2013-12-11

Re: Review by NH Natural Heritage Bureau of request dated 2013-12-04

NHB File ID: 1740

Town: Bedford

Project type: Landowner Request

Location: Pulpit Rd (Tax Map-Lot: 6-36-1, 6-36-2, 6-36-3, 17-4, 17-5)

I have searched our database for records of rare species and exemplary natural communities on the property(s) identified in your request. Our database includes known records for species officially listed as Threatened or Endangered by either the state of New Hampshire or the federal government, as well as species and natural communities judged by experts to be at risk in New Hampshire but not yet formally listed.

NHB records on the property(s):

Vertebrate species (For more information, contact Kim Turtle, NH F&G at 271-6544)	Mapping Precision	% within tract	Last Reported	Listing Status		Conservation Rank	
				Federal	NH	Global	State
Eastern Hognose Snake (<i>Heterodon platirhinos</i>)	Good	1	2010	--	E	G5	S1

NHB records within one mile of the property(s):

Vertebrate species (For more information, contact Kim Turtle, NH F&G at 271-6544)	Last Reported	Listing Status		Conservation Rank	
		Federal	NH	Global	State
Spotted Turtle (<i>Clemmys guttata</i>)	2007	--	T	G5	S2
Wood Turtle (<i>Glyptemys insculpta</i>)	1999	--	SC	G4	S3
Blanding's Turtle (<i>Emydoidea blandingii</i>)	2012	--	E	G4	S1
Natural Community		Federal	NH	Global	State
Black gum - red maple basin swamp	2010	--	--	--	S3
Sand plain basin marsh system	2010	--	--	--	S2

Listing codes: T = Threatened, E = Endangered, SC = Special Concern

Rank prefix: G = Global, S = State, T = Global or state rank for a sub-species or variety (taxon)

Rank suffix: 1-5 = Most (1) to least (5) imperiled. "--": U, NR = Not ranked. B = Breeding population, N = Non-breeding. H = Historical, X = Extirpated.

NOTE: This review cannot be used to satisfy a permit or other regulatory requirement to check for rare species or habitats that could be affected by a proposed project, since it provides detailed information only for records actually on the property.



NEW HAMPSHIRE NATURAL HERITAGE BUREAU

DRED - DIVISION OF FORESTS & LANDS

PO Box 1856 -- 172 PEMBROKE ROAD, CONCORD, NH 03302-1856

PHONE: (603) 271-2214 FAX: (603) 271-6488

A negative result (no record in our database) does not mean that no rare species are present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

NOTE: This review *cannot* be used to satisfy a permit or other regulatory requirement to check for rare species or habitats that could be affected by a proposed project, since it provides detailed information only for records actually on the property.

New Hampshire Natural Heritage Bureau - Animal Record

Eastern Hognose Snake (*Heterodon platirhinos*)

Legal Status
 Federal: Not listed
 State: Listed Endangered

Conservation Status

Global: Demonstrably widespread, abundant, and secure
 State: Critically imperiled due to rarity or vulnerability

Description at this Location
 Quality Rank: Not ranked
 Quality Comments:

Detailed Description:
 2010: Area 12751: 1 adult observed.2009: NB09_1: 1 very young observed, likely hatching. NB09_2: 1 very young observed, likely hatching. NB09_3: 1 adult observed. NB09_4: 2 adults observed. 2008: 6 adults radiotracked (1 male H26, and 5 sex unknown, H40, H41, H42, H43, H45). Individual observation of 1 adult, sex unknown.2007: 10 adults radiotracked (1 male, H26, and 9 female, H1, H2, H3, H4, H14, H15, H24, H25, H27, H30). Individual observations of 3 juveniles (2 male and 1 sex unknown).2006: Area 11701: 1 adult seen. 8 females radiotracked (H1, H2, H3, H6, H11, H14, H15, H16). Individual observations of 2 adults (1 female and 1 sex unknown), 10 juveniles (2 males, 2 females, 6 sex unknown), and 2 hatchlings (male).2004: Area 11855: 1 adult observed. UK1752: 1 hatchling observed. UK1753: 1 observed. UK1754: 1 hatchling observed. UK1756: 1 observed. UK 1757_04: 1 hatchling observed. UK1758_04: 1 hatchling observed. UK 1759_04: 1 hatchling observed. UK1760_04: 1 juvenile observed. UK1761_04: 1 observed.2003: Area 1026M: 1 adult observed. Area 1031: 1 adult observed. UK1751_03: 1 hatchling observed.2002: Area 1011: 1 observed. Area 1019: 1 juvenile dead on road. Specimen collected. Area 1020M: 1 observed on 6/14; 1 observed on 7/2. Area 1021: 1 observed. Area 1025: 1 observed. Area 1026M: 1 observed. 2001: UK2651_01: 1 observed.2000: Area 990: 1 young seen. 1999: Area 1641: 1 adult. 1997: Area 6459: 1 dead adult.1993: Area 556: 1 observed.

General Area:

2010: Area 12751: Residential yard.2009: NB09_1: Found inside Building 100. NB09_2: Crossing road. NB09_3: Roadside. NB09_4: Oak-pine forest. 2004: Area 11855: Borrow pit area, behind salt shed. 2003: Area 1031: Backyard of residence, SW-facing slope. 2002: Area 1011: Woods near yard. 2000: Area 990: On far road near hemlock and mixed hardwood stand. 2000: Eastern side of field. Area 6459: Early to mid-successional deciduous forest with red oak, gray birch, red maple, quaking aspen, and striped maple. Dirt Road.

General Comments:

1997-2009: Observations from Steve Najjar at New Boston Air Force Station are coded as H(individual snake number)_(year).1997: Area 6459: Dr. Taylor has specimen and confirmed it to be hognose. Apparently roadkill.

Management Comments:

Location
 Survey Site Name: Joe English Pond Vicinity
 Managed By: Satellite Tracking Facility

County: Hillsborough
 Town(s): New Boston
 Size: 404.9 acres

USGS quad(s): New Boston (4207186)
 Lat, Long: 425528N, 0713850W
 Elevation: 550 feet

Precision: Within (but not necessarily restricted to) the area indicated on the map.

Directions: 2010: Area 12751: 24 Cortland Drive, Bedford.2006: Area 11701: Pulpit Rock Conservation Area.2004: Area 11855: Borrow pit behind salt shed at New Boston Air Force Station. 2003: Area 1026M: New Boston Air Force Station 4-corners. Area 1031: 64 Cortland Drive, Bedford. 2002: Area 1019: On Orbit Drive near Joe English Pond, at intersection of East Meadow and Campbell Roads, four corners intersection; Area 1020M: At base of bore sight tower. 2000: Area 990: On

The New Hampshire Fish & Game Department has jurisdiction over rare wildlife in New Hampshire. Please contact them at 2 Hazen Drive, Concord, NH 03301 or at (603) 271-2461.

Orbit Drive near 400-foot tower. 1999: Area 1641: Eastern side of shooting field behind Gardner Pond. 1997: Area 6459: Campbell Road 75 yards north of Four Corners. 1997: Campbell Road, ca. 0.5 mile north of Joe English Pond. 1993: Area 556: Near outflow of Joe English Pond.

Dates documented

First reported: 1993-08-13

Last reported: 2010-06-15

Najjar, Steve. 2010. Notes on hognose sightings at New Boston AFS in 2009.

The New Hampshire Fish & Game Department has jurisdiction over rare wildlife in New Hampshire. Please contact them at 2 Hazen Drive, Concord, NH 03301 or at (603) 271-2461.

EXHIBIT 10

Pulpit Rock Conservation Area Conservation Easement Deed

Return to:
Primmer Piper Eggleston & Cramer PC
Att: JRM
P.O. Box 3600
Manchester, NH 03105-3600

**CONSERVATION EASEMENT DEED
FOR THE TOWN OF BEDFORD
PULPIT ROCK CONSERVATION AREA**

The Town of Bedford, a New Hampshire municipal corporation, having a principal place of business at Bedford, Hillsborough County, New Hampshire, through its Town Council ("Grantor"), for consideration paid, grants to **Bedford Land Trust**, a New Hampshire Voluntary Corporation, with an address at c/o Cornerstone Association Management, 53 Regional Drive, Suite 1, Concord, NH 03301 ("Grantee"), with warranty covenants, the following:

A conservation easement in perpetuity (the "Easement") over all of that certain area of land located in Bedford, Hillsborough County, New Hampshire and described in Exhibit A attached hereto and hereby incorporated herein (herein the "Property").

I. CONSERVATION EASEMENT.

The purpose of this Easement is to preserve forever the open space, fields, forests, and plant and wildlife habitat of the Property, to prevent any use that will significantly alter the existing terrain or impair the use of the Property for said conservation values, and to permit educational and recreational use of the Property, as hereinafter described. This Easement shall be enforceable under, and have the benefit of, New Hampshire Revised Statutes Annotated ("RSA") 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, the U.S. Government or any 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, in consultation with the Grantor, to first identify a local government unit or qualified organization as assignee, and if no such organization is available, then the State or a 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 Property be taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Easement, the Grantee and the Grantor 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 Grantor and the Grantee in this action shall be paid out of the recovered proceeds. The remaining recovered proceeds (including, for purposes of this paragraph, proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder in lieu of condemnation) shall be allocated to the Grantor and the Grantee as their interests may appear.

II. PERMITTED USES.

1. Within the Property the following uses, subject to Article III, "Prohibited Uses," and Article IV, "Conflicts in Easements and Use Restrictions," below, shall be permitted:

The Grantor shall have the right to:

- (a) improve, maintain, locate, construct, reconstruct, expand, modify, demolish, remove, replace, renovate and repair, bridges over wetlands and pathways (in each case for pedestrian use only, including baby carriages, strollers, wheelchairs, including motorized handicapped wheelchairs and the like for handicapped persons but otherwise excluding tricycles, bicycles, motorized vehicles or people carriers of any other kind, except as such vehicles may be allowed in paragraph 1(g) below for maintenance, service and emergency vehicles), fencing, appropriate signage, public restrooms, parking areas, garbage containers, commemorative plaques and memorials and safety equipment used to monitor use of the Property by the public; provided, however, that all such pathways and bridges will remain with natural cover except that parking areas may be surfaced with nit pack or a similar compaction material;
- (b) use of the Property for educational and recreational purposes and supporting activities not inconsistent with the conservation values of this Easement;
- (c) use, improve, construct, reconstruct, and expand parking areas as may be reasonably necessary to accommodate the recreational uses of the Property in a manner which will do the least damage to the Property while providing adequate and safe parking;
- (d) improve or relocate access to the Property so that it allows safe ingress and egress in all seasons in a manner which will do the least damage to the Property while providing adequate and safe access;

- (e) allow motorized vehicles in the parking areas on the Property but no other wheeled, tracked or other vehicles, motorized or non-motorized, shall be allowed on the Property except as set forth in paragraph 1(a) above and except for maintenance, service and emergency vehicles which are allowed as deemed necessary by the Grantor and Grantee;

provided that the uses permitted to the Grantor, or any lessee or licensee of the Grantor shall comply with the terms, conditions and restrictions of this Easement and provided further, however, that any improvements other than those allowed in this paragraph 1 may be allowed with the mutual consent of Grantor and Grantee.

2. Within the Property the Grantor shall be permitted to use the land for recreational purposes, including the following:

- (a) skating, cross-country skiing, snowshoeing, and the like;
- (b) picnicking and the like, including camping as permitted in the Town of Bedford's designated areas;
- (c) other activities not inconsistent with recreational activities and maintaining said land as open space;

provided that none of the above uses is inconsistent with the spirit and intent of this Easement.

In addition, the Grantor shall permit the use of the Property for hiking, walking, bird watching, scenic viewing, and similar non-obtrusive uses during the time the Property is open by the Grantor for public uses and may permit educational and other passive recreation uses during the time the Property is open by the Grantor for public use. The Grantor will not charge any fee, cost or charge to the public for the public's recreational uses of the Property.

3. Grantor may assign the responsibility for the maintenance of the Property and the buildings and improvements located thereon.

4. Grantor may construct a perimeter fence around the Property.

III. PROHIBITED USES.

Within the Property the following uses, subject to Article IV, "Conflicts in Easements and Use Restrictions," below, shall be prohibited:

1. Except as otherwise provided, no structure or improvement, such as a dwelling, building or the like, tennis court, soccer field, football field, baseball field, softball field, or other sporting fields, basketball court, skateboard park or ramp, bicycle ramp, mechanical ski lift, ski tow, or snowboard park, arena or pipe, dog or other pet park, dog or other pet runs or exercise areas, impervious surfaces, billboard, advertising signs, or mobile homes, or the like, swimming pool, aircraft landing strip, helicopter pad, and no artificial improvements or structures such as

radio, television, cellular telephone or other towers, antennas, satellite dishes, utility poles or cables, gas or other utility lines, pipes or poles, or the like, shall be constructed, located, placed or introduced onto or over the Property; provided that utility lines, pipes, poles and cables shall be allowed as necessary to service the parking areas on the Property.

2. No mining, quarrying, excavation of rocks, minerals, gravel, sand or topsoil shall occur on the Property, except for the purposes provided for in this Easement.

3. No dumping, injection, or burial of materials then known to be environmentally hazardous, and no dumping or storing of any garbage, scrap materials or other non-composted waste, shall be accomplished upon or within the Property, with the exception of septic systems or sewer systems if necessary to service any public restrooms.

4. There shall not be conducted on the Property any residential, industrial or commercial activities (including, without limitation, antique, farmers' markets or the like), and no on-site activity will cause pollution of surface or subsurface waters or soils or of the air.

5. No pets and domestic animals shall be allowed or brought onto the Property unless they are leashed, physically restrained in some fashion, or under the immediate control of the owner.

6. No public or individual gardening shall be allowed on the Property

IV. CONFLICTS IN EASEMENTS AND USE RESTRICTIONS

1. This easement is conveyed subject to the easements, rights, restriction and reservations and obligations contained in the legal descriptions of the Property in Exhibit A, attached hereto, including but not limited to:

- (a) The New England Telephone and Telegraph Company easements on Tract 1 and Tract 3;
- (b) The Emergency Access Road Easement on Tract 2; and
- (c) The Subdivision Construction Easements on Tract 2.

2. In the event of inconsistency between the permitted and prohibited uses contained in the legal descriptions of the Property in Exhibit A and this Easement Deed the uses and restrictions contained in the legal descriptions of the Property in Exhibit A will control.

V. GRANTEE'S RIGHTS AND OBLIGATIONS.

1. The Grantee shall be under no obligation to maintain the Property or pay any taxes, assessments, fees, remedial costs or other charges, penalties and the like that may be assessed against the Property or the Grantor for any reason whatsoever by any competent authority.

2. The Grantee at all reasonable times shall have reasonable access to the Property, for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by it or by its acceptance of this Easement.

3. In the event the Grantor decides to sell all or any part of the Property, Grantor shall first offer to sell the interest to the Grantee at the interest's fair market value. If the Grantor and Grantee cannot agree upon the interest's fair market value, then the parties shall jointly hire and pay an MAI or equivalent appraiser to appraise the interest to be sold. The appraiser's appraisal of the fair market value of the interest shall be binding on the parties and the Grantor shall offer to sell the interest to the Grantee for cash at said price with the closing of the sale to take place at the Grantee's discretion no more than 180 days after the date of delivery of the appraisal to the Grantor and Grantee.

4. Grantee, in agreement with the Grantor, may erect and maintain permanent signs and commemorative plaques on the Property for the purpose of education, historical information and directions.

VI. BREACH OF EASEMENT.

1. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee or Grantor, each shall notify the other party in writing of such breach or conduct (herein the "Issue") by written notice delivered in hand by certified U.S. mail, return receipt requested, or by recognized, national overnight delivery carrier.

2. (a) If the Issue involves an act or omission to act of the Grantor, or Grantor's employees, agents, lessees or licensees, or any environmental condition on or in the Property, it shall, within thirty (30) days after receipt of such notice or after otherwise learning of the Issue, undertake those actions, including remediation and restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage provided, that, Grantor shall not be obligated to take any action with respect to any condition which was in existence on the property at the time this Conservation Easement was executed, and Grantee shall not have the right to demand any such action. The Grantor shall promptly notify the Grantee of its actions taken under this section.

(b) If the Issue involves an act or omission to act of the Grantee, or Grantee's employees, agents, lessees or licensees, it shall, within thirty (30) days after receipt of such notice or after otherwise learning of the Issue, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantee shall promptly notify the Grantor of its actions taken under this section.

3. If the Grantor or the Grantee fail or neglect to take the actions required under Section 2 above, the parties agree within forty five (45) days after receipt of such notice or otherwise learning of such a breach or conduct, to confer with each other as to an appropriate course of action with respect to the Issue. If the Issue involves a third party's actions, the parties may agree that either or both of them, separately or collectively, may proceed pursuant to Section 5 below or agree upon some other course of action with respect to the Issue and each of them retains the right to proceed individually against the third party under Section 5 below with or without the concurrence or joinder of the other party hereto, which right of individual action under Section 5 shall not be subject to arbitration as set forth below. If the parties do not agree on a course of action under the preceding sentence and/or if the Issue involves the act or omission to act of either of the parties hereto, then they may agree in writing to submit the Issue to an alternative dispute resolution process, other than a court proceeding. If the parties cannot resolve the Issue within sixty (60) days after the receipt of such notice or otherwise learning of the Issue, then either party may submit the Issue to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), before a single arbitrator selected in accordance with AAA selection procedures. The cost of the arbitrator and arbitration proceedings shall be borne equally by the parties, the arbitration shall be conducted in Bedford or Manchester, New Hampshire and the arbitration shall be conducted in the English language. The parties agree that the arbitrator shall have no authority to add to, subtract from or modify in any way, the terms or provisions of this Easement. The decision of the arbitrator on any Issue will be final and binding on the parties and judgment on the decision may be entered and enforced, by injunction, equitable relief or for damages, in any court of competent jurisdiction in the State of New Hampshire.

4. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

5. The Grantee and the Grantor reserve the right, which shall not be subject to arbitration as provided for in Section 3 above, after at least ten (10) days advance notice to the other, separately or collectively, to pursue all legal remedies allowed by law, or by statute or otherwise, against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

6. The Grantor agrees to indemnify and hold Grantee harmless from any claims arising solely from the negligence of the Grantor and which are otherwise within the terms and provisions of the Grantor's liability insurance coverage. Grantee agrees to give Grantor notice of any such claims and to afford the Grantor the opportunity to defend the same at its own cost and expense.

VII. HAZARDOUS MATERIALS AND INDEMNITY.

For the purposes of this Easement the following terms shall have the following meanings:

1. The term "Environmental Laws" means all federal, state, or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, relating to the protection of human health, safety and the environment; and

2. The term "Hazardous Materials" includes any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous, toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal life or the environment or which are defined, determined or identified as such in any Environmental Laws or which are regulated or subject to clean-up authority under any Environmental Laws, including, but not limited to materials defined as "hazardous waste," "hazardous materials," "hazardous substances," "pollutants," and "toxic substances" in and under the following laws, statutes and sources as amended from time to time: (i) the Resource Conservation and Recovery Act of 1976, 42 USC §691 *et. seq.* (RCRA); (ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §961 *et. seq.* (CERCLA); (iii) Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §6901 *et. seq.* (SARA, amending CERCLA); (iv) EPA Federal Regulations promulgated thereunder and codified in 40 C.F.R. Parts 260-265 and Parts 122-124; (v) New Hampshire RSA 147 and 147-A and 147-B; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulator or judicial body.

As a material inducement to Grantee to accept this Easement and as a material part of the consideration for such acceptance, Grantor hereby agrees to indemnify, hold harmless and defend (by counsel reasonably satisfactory to Grantee) Grantee, its directors, trustees, officers, employees, agents, successors and assigns from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, arising out of (a) the presence, before or after the date hereof, on or under the Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials onto, on, under, or from the Property, or (b) any activity carried on or undertaken on or off the Property by Grantor or any third party whether by Grantor or any third party or their respective employees, agents, contractors, subcontractors, assignees, sublessees, or invitees in connection with the presence release, discharge, migration, handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials in connection with the Property;

Grantor agrees that the Grantee shall not be responsible for the removal and disposal of any Hazardous Materials existing upon the Property prior to or after the date of this Easement so long as the Grantee was not responsible for the presence of the Hazardous Materials on the Property.

VIII. MISCELLANEOUS.

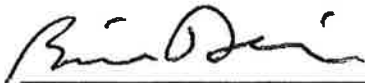
1. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction or otherwise, the remaining provisions of this Easement, or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby. Each term, condition, and provision of this Easement shall be valid and enforced to the fullest extent permitted by law. If there is any conflict between any term, condition, or provision of this Easement and any statute, law, ordinance, order, rule, or regulation, the latter shall prevail; provided, that any such conflicting term, condition, or provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and the remainder of this Easement shall not be affected thereby.

2. Waiver. No waiver by any party of any breach or default by any other party of any of such other party's obligations under this Easement shall be deemed to be a waiver of any other breach or default of the same or any other nature. No failure by any party on any one or more occasions to exercise any right or remedy provided in this Easement shall preclude the exercise of such right or remedy on any other occasion.

3. Amendment. This Easement may be amended, provided that any such amendment will be binding on the parties only if such amendment is set forth in a writing executed by the Grantor and the Grantee, and acknowledged and recorded in the same manner as this Easement.


This is a conveyance by a state, a state agency, a county, a city, a town and/or village district pursuant to NH RSA 78.B:2 and is exempt from the New Hampshire Real Estate Transfer Tax.

In Witness Whereof, the undersigned has executed this Conservation Easement Deed this 21st day of May, 2013.



Witness

TOWN OF BEDFORD

By: 

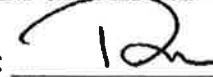
Name: Jessie W. Levine
Title: Town Manager, Duly Authorized

The foregoing Conservation Easement Deed is hereby acknowledged and accepted pursuant to RSA Chapter 477:47 this 28 day of May, 2013.



Witness

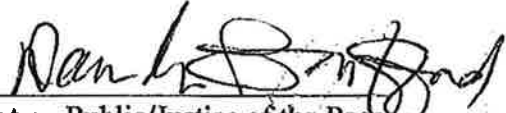
BEDFORD LAND TRUST

By: 

Name: Ruth Tolf Ansell
Title: Chairman, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 21st day of May, 2013, before me, the undersigned officer, personally appeared Jessie W. Levine, as Town Manager of the Town of Bedford, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.



Notary Public/Justice of the Peace
My Commission expires: **DAWN E. BOUFFORD**
Notary Public - New Hampshire
My Commission Expires November 17, 2016

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 28th day of May, 2013, before me, the undersigned officer, personally appeared Ruth Tolf Ansell, as Chairman of the Bedford Land Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.



Notary Public/Justice of the Peace
My Commission expires: **JESSIE W. LEVINE**
NOTARY PUBLIC - NEW HAMPSHIRE ★
My Commission Expires October 6, 2016

EXHIBIT A

To

**CONSERVATION EASEMENT DEED
FOR PULPIT ROCK CONVERSATION AREA**

Certain tracts or parcels of land with improvements thereon, if any, located in Bedford, Hillsborough County, State of New Hampshire, and more particularly bounded and described as follows:

Tract 1: (Tax Map/Lot #6-36-1)

Parcel 1:

A certain parcel of land in Bedford, in the County of Hillsborough, and State of New Hampshire, owned by the heirs of H.J. Campbell and described more fully as follows, to wit:

Beginning at a point marked by a drill hole at the westerly end of a stone wall and in the northwesterly corner of land now or formerly of Roberta Lattig, said point being the northeasterly corner of the herein described parcel, thence

South 09° 20' 43" West and along land of said Roberta Lattig a distance of 224.71 feet to a point, thence

South 09° 49' 58" East and along land of said Roberta Lattig a distance of 1,200.63 feet to a point marked by a marble bound, thence

North 35° 46' 11" West and along land of Town of Bedford a distance of 2,739.77 feet to a point marked by an iron pin, thence

South 60° 16' 19" East and along land of Harold Campbell heirs a distance of 1,650.10 feet to the point of beginning.

Containing 20.504 acres, more or less.

The above described parcel more fully shown on a map entitled "Property Line Adjustment Plan, Heirs of H.J. Campbell and Town of Bedford, Bedford, N.H., dated August 23, 1994" and made by John T. Hills Engineering, Inc., and recorded in the Hillsborough County Registry of Deeds as Plan #27193.

An easement on this property is conveyed to Grantee for use for recreational purposes, in perpetuity.

Meaning and intending to convey an easement on the same property described in the deed of June C. Hoyt, Dorothy M. Reynolds, and Verna Szkutnik to the Town of Bedford, dated

March 22, 1995, and recorded in the Hillsborough County Registry of Deeds at Book 5615, Page 1393.

Parcel 2:

A certain lot of land in Bedford, County of Hillsborough and State of New Hampshire, owned by the Heirs of H. J. Campbell and described more fully as follows, to wit:

Beginning at a point marked by an iron pipe on the southerly line of New Boston Road and in the northwesterly corner of the herein described parcel said point being at the intersection of the southerly line of New Boston Road and the New Boston & Bedford town line; thence on a bearing of South 06° 30' West and along the New Boston & Bedford town line a distance of 3035 feet, more or less, to a point; thence on a bearing of South 05° West following a stone wall along said New Boston & Bedford town line a distance of 302 feet to a point; thence on a bearing of South 06° 30' West following a stone wall along said New Boston & Bedford town line a distance of 200 feet to a point; thence on a bearing of South 06° 15' West following a stone wall along said New Boston & Bedford town line a distance of 436 feet to a point marked by a drill hole; thence on a bearing of South 84° East following a stone wall along land of The Kingdom, Inc. a distance of 250 feet to a point; thence on a bearing of S 84° 30' East along land of The Kingdom, Inc. a distance of 136 feet to a point; thence on a bearing of South 87° 30' East following a stone wall along land of The Kingdom, Inc. a distance of 39 feet to a point; thence on a bearing of South 78° 45' East along land of The Kingdom, Inc. a distance of 109 feet to a point; thence on a bearing of North 88° East following a fence along land of The Kingdom, Inc. a distance of 134 feet to a point; thence on a bearing of South 81° 30' East following a stone wall along land of The Kingdom, Inc. a distance of 71 feet to a point; thence on a bearing of South 84° 15' East following a stone wall along land of The Kingdom, Inc. a distance of 115 feet to a point; thence on a bearing of South 83° 45' East following a stone wall along land of The Kingdom, Inc. a distance of 170 feet to a point; thence on a bearing of South 07° 45' West following a stone wall along land of The Kingdom, Inc. a distance of 207 feet to a point; thence on a bearing of South 05° West following a stone wall along land of The Kingdom, Inc. a distance of 100 feet to a point; thence on a bearing of South 05° 30' West following a stone wall along land of The Kingdom, Inc. a distance of 184 feet to a point; thence on a bearing of S 05° West following a stone wall along land of The Kingdom, Inc. a distance of 363 feet to a point; thence on a bearing of South 38° 30' East following a stone wall along land of The Kingdom, Inc. a distance of 121 feet to a point; thence on a bearing of South 39° 15' East following a stone wall along land of The Kingdom, Inc. a distance of 160 feet to a point; thence on a bearing of South 34° 30' East following a stone wall along land of The Kingdom, Inc. a distance of 141 feet to a point; thence on a bearing of South 39° 45' East following a stone wall along land of Pierre & Gertrude Martin a distance of 175 feet to a point; thence on a bearing of South 39° East following a stone wall along land of Pierre & Gertrude Martin a distance of 242 feet to a point; thence on a bearing of South 87° East following a stone wall a distance of 81 feet to a point; thence on a bearing of South 87° 30' East following a stone wall a distance of 125 feet to a point; thence on a bearing of South 87° 30' East following a stone wall a distance of 756 feet to a point; thence on a bearing of North 05° East following a stone wall along land of Maurice & Roberta Bourgeois a distance of 542 feet to a point; thence on a bearing of North 69° East following a

stone wall along land of Maurice & Roberta Bourgeois a distance of 78 feet to a point; thence on a bearing of North 66° 30' East following a stone wall along land of Maurice & Roberta Bourgeois a distance of 85 feet to a point; thence on a bearing of North 70° 30' East following a stone wall along land of Maurice & Roberta Bourgeois a distance of 140 feet to a point; thence on a bearing of North 68° 30' East following a stone wall along land of Maurice & Roberta Bourgeois a distance of 150 feet to a point; thence on a bearing of North 32° West and along land of Mildred Scott a distance of 122 feet to a point marked by an iron pipe; thence on a bearing of North 00° 58' 04" East and along land of Mildred Scott a distance of 97.80 feet to a point; thence on a bearing of North 35° 46' 11" West and along Lot #6-36-2 a distance of 3673.21 feet to a point marked by an iron pipe; thence on a bearing of North 05° 48' 51" East and along Lot #6-36-2 a distance of 1500 feet to a point marked by an iron pipe; thence on a bearing of North 59° 36' 30" West and along said southerly line of New Boston Road a distance of 500 feet to the point of beginning. Containing 143.5 acres, more or less.

The above described parcel more fully shown on a plan entitled "The Pulpit" Heirs of H. J. Campbell, dated November 20, 1981, latest revision December 7, 1981 and made by John T. Hills, Eng., Inc., engineer and surveyor and recorded in the Hillsborough County Registry of Deeds on January 29, 1982 as Plan No. 14626.

Meaning and intending to convey an easement on the same property described in the deed of June C. Hoyt, Dorothy M. Reynolds and Verna Szkutnik to the Town of Bedford dated March 5, 1982 and recorded in the Hillsborough County Registry of Deeds in Book 2905, Page 486.

Parcel 3:

A certain tract or parcel of land situated in Bedford, Hillsborough County, New Hampshire, being shown as Parcel A on a plan of land entitled "Subdivision Plan of Land Lots 6-36-2 & 6-36-3 Heirs of Harold J. Campbell Bedford, New Hampshire" dated October 16, 1995, and recorded in the Hillsborough County Registry of Deeds as Plan No. 27937, more particularly bounded and described as follows:

Beginning at a granite bound (found) marking the northwesterly corner of the within described premises at land now or formerly of the Town of Bedford; thence South 53° 31' 59" East, a distance of 2,502.11 feet to a point; thence South 86° 01' 27" East, a distance of 596.08 feet to a point in a stone wall; thence South 01° 19' 07" East a distance of 51.87 feet to a drill hole (set) at a corner of stone walls; thence North 85° 42' 00" West, by and along a stone wall, a distance of 291.30 feet to a drill hole (set); thence North 86° 05' 21" West, by and along said stone wall a distance of 187.06 feet to a drill hole (set); thence North 85° 55' 32" West, a distance of 123.22 feet to a drill hole (found); thence North 61° 17' 04" West, a distance of 1,649.08 feet to a point; thence North 37° 01' 46" West, a distance of 932.79 feet to the point of beginning.

Containing 9.169 acres, more or less, according to said Plan.

The above described parcel is to become a part of 6-36-1, a portion of which is shown on said Plan.

Subject to an easement granted to New England Telephone and Telegraph Company, dated September 15, 1989, and recorded in the Hillsborough County Registry of Deeds at Book 1589, Page 375.

Meaning and intending to describe an easement on a portion of the premises acquired by June C. Hoyt, Dorothy M. Reynolds, and Verna C. Szkutnik under the will of Harold J. Campbell. Reference is made to Hillsborough County Registry of Probate Docket #81458.

Meaning and intending to convey an easement on the same property described in the deed of June C. Hoyt, Dorothy M. Reynolds, and Verna C. Szkutnik to the Town of Bedford, dated February 22, 1996 and recorded in the Hillsborough County Registry of Deeds at Book 5703, Page 0080.

Tract 2: (Tax Map/Lot #6-36-2)

A certain tract of land situated in the Town of Bedford, Hillsborough County, New Hampshire, more particularly bounded and described as follows (the "Land"):

A parcel of land being 41.771 Acres, more or less, within the Pulpit Estates Subdivision located off of New Boston Road in Bedford, being more particularly shown and described on a plan entitled "Subdivision Plan for Pulpit Estates, Prepared for Pulpit Estates, LLC, Dated August 22, 2000, last Revised 4/12/01, and recorded in the Hillsborough County Registry of Deeds as Plan No. 31065 (the "Plan"). The above referenced lot is shown as Lot 6-36-2 on the Plan.

Excepting from this conveyance easement rights in perpetuity upon the terms and conditions set forth below, which easement rights have been retained by Pulpit Estates, LLC and its successors and assigns:

1. Emergency Access Road Easement Area:

That portion of the land situate in said Bedford, Hillsborough County, New Hampshire, more particularly shown as an "Emergency Access Easement", on sheet "S2" of the Plan, the Plan being for a subdivision known as the "Pulpit Estates Subdivision".

Terms of Emergency Access Road Easement:

- A. No Building:** There shall be no building or structures within the Easement Area.
- B. Creation and Maintenance of Access:** Pulpit Estates, LLC shall have the right to construct and maintain an emergency access road on the Easement Area and shall have the right and easement to pass and repass by foot or emergency vehicle, over the Easement Area.

Pulpit Estates, LLC and its successors in interest in any portion of the Pulpit Estates Subdivision shall maintain the emergency access road as set forth in the Declaration of Covenants, Restrictions, Reservations and Easement for Pulpit Estates (A Real Estate Development in Bedford, NH), which is recorded or will be recorded in the Hillsborough County Registry of Deeds.

- C. **Creation and Maintenance of Walkway:** Pulpit Estates, LLC shall have the right to enter upon the Easement Area and to clear trees and other plants to create and maintain a walkway.
- D. **Indemnity and Hold Harmless:** No owner of any lot as shown on the Plan (the Owners") shall have any liability for the use by the Grantee and/or the public of the Easement Area. All use of the Easement Area by Grantee and/or the public shall be at their own risk. Each member of the public who uses the Easement Area shall indemnify and hold each Owner harmless for from and against all claims of whatever nature arising from any act, omission, negligence or willful misconduct of such member of the public, in or about the easement areas, or arising from any accident, injury or death caused to any person, or any damage whatsoever to any property of any person, arising out of the use by any person of the easements granted herein. Excluded from this indemnity are claims exclusively arising from the acts, negligence or willful misconduct of any Owner. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, in the defense thereof, including attorneys' fees. The party indemnifying shall not settle or compromise any claim without the prior written consent of the indemnified party.

2. Subdivision Construction Easements

Pulpit Estates, LLC reserved easements in perpetuity necessary or desirable on and across the Property conveyed herein for the construction and maintenance of the installation of drainage and utilities and for all other improvements necessary to construct and maintain the Pulpit Estates Subdivision as shown on the Plan.

This conveyance is subject to the following:

- 1. Rights of the State of New Hampshire, its successors and assigns, to extend and maintain slopes and embankments and to construct and maintain drainage, which are conveyed by the following instruments:
 - (a) Petition regarding highway layout dated April 21, 1961, recorded at Book 1650, Page 59; and/or
 - (b) Warranty Deed of Harold J. Campbell to the State of New Hampshire dated October 20, 1961, recorded at Book 1665, Page 49.

2. Obligation to fence and maintain same as contained in the Deed of State of New Hampshire to Harold J. Campbell, dated July 14, 1937, recorded at Book 5263, Page 999. Affects Lot 6-36-2 only.
3. Facts, matters, and details on one or more of the following:
 - (a) Recorded Plan #27937 entitled "Subdivision Plan of Land, Lots 6-36-2 and 6-36-3, Heirs of Harold J. Campbell, Bedford, New Hampshire" prepared by Meridian Land Services, Inc., dated October 16, 1995.
 - (b) Recorded Plan #28985 entitled "Resubdivision Plan of Land, Lots 6-36-3 and 6-36-4, Heirs of Harold J. Campbell, Bedford, New Hampshire, dated October 13, 1997, prepared by Meridian Land Services, Inc.
 - (c) Surveyor's report of Meridian Land Services, Inc. dated April 17, 1999, which reveals the following:

There are portions of a road bed (remaining from the former location of the 'old' New Boston Road) along the frontage of Lots 36-4, 36-5, and 36-6 for which the State of New Hampshire and/or the Town of Bedford may have rights. There are several 'woods roads' which traverse the property, the primary routes were previously used as access roads to the Pulpit Rock formation (now on Lot 36-1). Although we know of no recorded rights, there may be prescriptive rights as the 'roads' appear to be well used. There are numerous drainage structures associated with New Boston Road which convey drainage north to south, through the property. There is a recently constructed trail on the abutting Lot 36-1, which runs along the southerly line of Lot 36-2 from Lot 6-34.

The purposes of this conveyance is to preserve forever the open space, scenic vistas, fields, forests, and plant and wildlife habitat of the property, and it shall be bound to the same restrictions as the "Pulpit Rock Conservation Area." The Grantee agrees that this tract shall be added in its entirety to the Pulpit Rock Conservation area and shall be bound to the same restrictions. Said restrictions do not apply to the Easements reserved herein by Pulpit Estates, LLC.

Meaning and intending to convey an easement on the same property described in the deed of Pulpit Estates, LLC to the Town of Bedford, dated April 26, 2001, and recorded in the Hillsborough County Registry of Deeds at Book 6407, Page 1459.

Tract 3: (Tax Map/Lot #6-36-3)

A certain parcel of land in the Town of Bedford, Hillsborough County, State of New Hampshire, containing 14.002 acres, shown as Lot 6-36-3 on a plan entitled "Resubdivision Plan of Land-Lots 6-36-3 and 6-36-4 – heirs of Harold J. Campbell – Bedford, New Hampshire" scale: 1 inch = 200 feet, dated October 13, 1997, and revised to December 31, 1997, and prepared by Meridian Land Services, Inc., recorded in the Hillsborough County Registry of Deeds as Plan No. 28985 and more particularly described as follows:

Beginning at the northeast corner of the lot at a New Hampshire Department of Transportation concrete bound found on the southerly side line of New Boston Road, also being the northwest corner of Lot 6-36-4;

Thence by said Lot 6-36-4 South, 05° 17' 58" West 1,561.16 feet to an iron pin set on the northerly line of Lot 6-36-1, being conservation land of the Town of Bedford;

Thence by said conservation land North 53° 31' 59" West 460.24 feet to a granite bound;

Thence North 04° 54' 43" East 1,502.41 feet to a point on the southerly side line of New Boston Road, said point being 0.43 feet from an iron pin found;

Thence by said side line South 60° 45' 11" East 442.01 feet to the point of beginning.

This conveyance is subject to a 30 foot wide New England Telephone and Telegraph easement, as described in a deed recorded in the Hillsborough County Registry of Deeds at Book 1589, Page 375.

For further reference to title, see the Hillsborough County Registry of Probate, Estate of Harold J. Campbell, Probate No. 81458.

Meaning and intending to convey an easement on the same property described in the deed of June C. Hoyt, Verna L. Szkutnik, and Dorothy M. Reynolds to the Town of Bedford, dated January 15, 1998, and recorded in the Hillsborough County Registry of Deeds at Book 5894, Page 1999.

Tract 4: (Tax Map/Lot #17-5)

A certain tract of land located in the Town of Bedford, in the County of Hillsborough and State of New Hampshire, and shown as Map 17, Lot 5, containing 34.729 acres, more or less, and shown on a plan of land entitled, "Boundary Plan Map 17/Lot 5 Pierre E. Martin Revocable Trust of 1984 & Gertrude W. Martin Revocable Trust of 1984 Off Pulpit Road Town of Bedford Hillsborough County, New Hampshire", said plan prepared by Sandford Surveying and Engineering, and dated November 23, 2009, said plan recorded at the Hillsborough County Registry of Deeds as Plan #36634, reference to which plan may be made for a more particular description of said lot.

Subject to all notes set forth on the above-referenced plan.

Meaning and intending to convey an easement on the same property described in the deed of Gertrude W. Martin and Martha Shether, as Co-Trustees of the Family Trust as set forth within The Pierre E. Martin Revocable Trust of 1984, to The Town of Bedford, dated December 15, 2009, and recorded in the Hillsborough County Registry of Deeds at Book 8166, Page 1192; and by deed of Gertrude W. Martin, as Trustee of The Gertrude W. Marin Revocable Trust of

1984, to the Town of Bedford, dated December 15, 2009, and recorded in the Hillsborough County Registry of Deeds at Book 8166, Page 1195.

Tract 5: (Tax Map/Lot #17-4)

One (1) certain parcel of land with the buildings and improvements thereon, if any, situated in the Town of Bedford, in the County of Hillsborough and State of New Hampshire, "Lot 17-4 Non-buildable, open space" as shown on a plan entitled "Subdivision Plan "The Preserve at West Bedford", Located at: Pulpit Road, Bedford & Amherst, NH", dated November 15, 2006 prepared by Bedford Design Consultants, Inc. (the "Plan") and recorded in the Hillsborough County Registry of Deeds as Plan No. 36868 (collectively the "Premises").

By acceptance of this deed, Grantee covenants and agrees that the Premises herein conveyed shall be subject to and governed by the following covenants and restrictions in perpetuity, for the benefit of the public and the Grantee and its successors and assigns as owners of the Premises.

A certain parcel of land with the buildings and improvements thereon, if any, situated in the Town of Bedford, County of Hillsborough and State of New Hampshire, and identified as "Lot 17-4 Non-buildable, open space" on the Plan.

EXCEPTING, RESERVING AND EXCLUDING

The foregoing premises are conveyed **SUBJECT TO** the following:

1. Rights and easements granted by and terms and conditions set forth in a certain Declaration of Easement from The Preserve at West Bedford, LLC to Grantor and assigns dated August 24, 2010, recorded in the Hillsborough County Registry of Deeds in Book 8235, Page 1085.
2. The terms, provisions, conditions and restrictions of the following described **CONSERVATION AND RECREATIONAL RESTRICTIVE COVENANTS** (hereinafter the "Restrictive Covenants") in perpetuity on the entire Premises:

A. CONSERVATION, RECREATION PURPOSES

The provisions in this deed restricting the uses that may be made on the Premises shall run with the land and be enforceable as permanent conservation for the benefit of the Public and the Grantee, and its successors and assigns as provided in NH RSA 477:45-47, to:

- i. Forever preserve the Premises as open space and for passive outdoor recreation by and/or the education of the general public; and

- ii. Conserve, preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Premises so that the Premises retains its natural qualities and functions; and
- iii. Prevent any use or development of the Premises that will significantly impair or interfere with the conservation values of the Premises; and
- iv. Protect and conserve the wetlands and/or forest lands of which the Premises consists and the wildlife habitat thereon; and
- v. Enhance, preserve and protect the utility and value of the Premises by maintaining the natural state of the Premises

B. USE LIMITATIONS

The following use limitations shall apply to the Premises:

- i. The Premises shall be maintained in perpetuity as open space in an undeveloped and natural condition, without there being conducted thereon any residential, commercial or industrial activities. No use shall be made of the Premises, and no activity shall be permitted thereon, which is inconsistent with the intent of these Restrictive Covenants, that being the perpetual conservation, protection and preservation of the Premises, as more particularly described in Section A above;
- ii. The Premises shall not be subdivided and none of the individual tracts that together comprise the Premises shall be conveyed separately from one another;
- iii. No structure or improvement, including, but not limited to, a dwelling any portion of a septic system, tennis court, basketball court, swimming pool, soccer, football, lacrosse, baseball, softball or other sporting field, skateboard park or ramp, aircraft landing strip, helicopter landing pad, tower or antenna, satellite dish, commercial facility, conduit or utility line, billboard or other means of advertising display, driveway or road made of asphalt or other impervious surface, mobile home or other temporary or permanent building, structure or improvement, shall be constructed, located, placed, or introduced onto the Premises;
- iv. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- (i) are commonly necessary in the accomplishment of the preservation, conservation, habitat management, or passive outdoor recreational uses of the Premises; and (ii) are not detrimental to the purposes of these Restrictive Covenants;
- v. No outdoor signs shall be displayed on the Premises except as desirable or necessary in the accomplishment of the preservation, conservation, or passive outdoor recreational uses of the Premises, and provided such signs are not detrimental to the purposes of these Restrictive Covenants;
 - vi. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Premises;
 - vii. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, manmade materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances;
 - viii. No motorized or wheeled vehicles shall be operated within or on the Premises, including, but not limited to, snowmobiles, bicycles, motorcycles, all-terrain vehicles or other motorized vehicles of any kind; provided, however, that wheelchairs, including motorized wheelchairs, for use by the handicapped, and maintenance and service vehicles, are permitted;
 - ix. Passive outdoor recreational uses, such as pedestrian use of the Premises for walking, hiking, bird-watching, snowshoeing, cross country skiing and other similar uses are permitted, provided such uses are not detrimental to the purposes of these Restrictive Covenants.

Notwithstanding any of the foregoing Use Restrictions, Grantee shall have the right to construct, utilize and maintain trails on the Premises, and with the requisite approvals and safeguards, to conduct timber harvesting operations on the Premises.

C. BINDING ON SUCCESSORS AND ASSIGNS

The terms, provisions, conditions and restrictions of the Restrictive Covenants shall burden and shall run with the Premises, and shall be binding upon and be enforceable against the Grantee, and Grantee's successors and assigns, in perpetuity.

The Grantee, by accepting and recording this Deed with Conservation and Recreational Restrictive Covenants, covenants and agrees for itself, and its successors and assigns, to be bound by, to observe and to enforce the provisions hereof and assumes the rights and

responsibilities herein granted to an incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Deed with Conservation Restrictive Covenants is delivered.

Meaning and intending to convey an easement on a portion (Parcel II) of the same property described in the deed of The Preserve at West Bedford, LLC to the Town of Bedford dated August 27, 2010 and recorded at Book 8235, Page 1105 in the Hillsborough County Registry of Deeds.