

WARRANTY DEED

We, MYLON MERRIAM and IDA C. MERRIAM, husband and wife, of Woodstock, County of Grafton, State of New Hampshire, for consideration paid, grant to the TOWN OF WOODSTOCK, a municipal corporation in said County and State, with WARRANTY covenants:

A certain tract of land situated in said Woodstock, bounded and described as follows:

Beginning at a New Hampshire concrete bound on the north side of Tripoli Road; thence

North 45° 44' 39" West along land of the State of New Hampshire 133.22 feet to a second New Hampshire concrete bound; thence

North 13° 54' 33" East along land now or formerly of Robert and Theda Bujeaud 95.91 feet to a stone bound; thence

South 76° 05' 27" East along land now or formerly of Joseph S. Bujeaud 329.37 feet to a drill hole in a large boulder; thence

North 38° 31' 56" East along land now or formerly of Joseph S. Bujeaud 1085.43 feet to an 18-inch stump at the center line of a brook; thence

Southwesterly 840 feet, more or less, along the center line of said brook to a point; said point is South 82° 41' 07" West 816.22 feet from said 18-inch stump, and said point is also North 38° 37' 27" East 39.44 feet from a reference drill hole; thence

North 38° 10' 07" East 1,125.32 feet to a stake and stones; thence

South 51° 07' 21" East along land of White Mountain National Forest 2,772.82 feet to a stake and stones; thence

South 50° 14' 20" East along land of White Mountain National Forest 290.66 feet to a second stake and stones, said second stake and stones are on the Woodstock-Thornton town line; thence

South 42° 15' 51" West 702.65 feet along the Woodstock-Thornton town line to a town line marker stone bound; thence

South 35° 41' 41" West 1,247.03 feet along the Woodstock-Thornton town line to a second point, said second point is at the north right of way line of Tripoli Road; thence

Northwesterly 2,740 feet, more or less, along the north right of way line of Tripoli Road to the point of beginning; said point of beginning is North 49° 08' 35" West 2,632.73 feet from said second point.

Containing 119.56 acres of land, more or less, and meaning and intending to convey the remainder of Lot 16, Second Division, and that portion of Lot 15, Second Division, that lies on the northerly side of Tripoli Road, and also that portion that lies between the easterly line of Lot 16 and the Woodstock-Thornton town line.

Being a portion of the premises conveyed by Betsey G. Merriam to Mylon Merriam and Ida C. Merriam by Warranty Deed dated August 7, 1942, recorded in Grafton County Registry of Deeds, Book 708, Page 278.

The above description is based upon a survey by Ernest E. Veinotte dated December 10, 1980.

The grantee by its acceptance of this deed agrees to the following restrictions:

I. Use Limitations

- A. The property shall be held, used, enjoyed and administered pursuant to the provisions of RSA 36-A and accordingly shall be managed by the Woodstock Conservation Commission.
- B. The property shall be maintained forever as open space devoted to general conservation purposes and the protection of forest and/or agricultural resources.
- C. The property shall not be posted against trespass by the public, and public access thereto and use thereof shall be permitted to insure conservation and/or preservation of the property for public benefit and recreation.
- D. The property may be used for agriculture and forestry and practices necessary and common to those trades, but otherwise there shall be no commercial, industrial, institutional, or mining uses of the property.
- E. The overall objective of these restrictions is to maintain and enhance the productive capacity of the land for present and future forest crops. To meet this objective, the grantee agrees to manage the land in accordance with current forestry principles as promulgated by the New Hampshire Cooperative Extension Service or other similar public authority, for the appropriate species, stand, conditions, and sites.
- F. No camping shall be permitted on the property.
- G. No motorized vehicles shall be permitted on the property except as may be necessary and desirable in the best interests of the agricultural and forestry uses of the property as understood in those trades.
- H. The property shall not be subdivided.
- I. The tract shall be known as the Merriam Woods.
- J. The property may not be sold. If the Town of Woodstock ever wishes to give up ownership and maintenance of the property, it shall give the tract to the Society for the Protection of New Hampshire Forests.

II. Structures and Alterations on the Property

- A. No man-made structure such as a road, dam, fence, bridge, culvert, or shed shall be constructed or introduced onto the property except as may be necessary and desirable in the best interests of the agricultural and forestry uses of the property as understood in those trades.
- B. No changes in topography, surface or sub-surface water systems, wetlands, wildlife habitat, or other such characteristics shall be allowed unless necessary and desirable in the best interests of the agricultural and forestry uses of the land as understood in those trades. The selective taking of gravel for the construction or maintenance of interior roads for forestry purposes is not construed as mining and shall be allowed.

III. Breach of Restrictions

The grantors hereby grant to the Society for the Protection of New Hampshire Forests and its assigns with respect to the property conveyed hereby the right of re-entry in the event that the aforesaid restrictions shall be broken, and upon such re-entry the premises conveyed hereby shall revert to and become the property of the Society for the Protection of New Hampshire Forests. As a precondition to the exercise of such right of re-entry, the Society for the Protection of New Hampshire Forests or its assigns shall give to the Town of Woodstock written notice specifying the breach of the condition of this deed. Said Town of Woodstock shall have thirty (30) days after receipt thereof to cure such breach, but if not so cured, the Society for the Protection of New Hampshire Forests may re-enter and retake the property and the town shall be liable to the Society for the expense of such re-entry and the damages resulting from such breach.

The restrictions and limitations on the use of these premises shall be appurtenant to and run perpetually with the land and may be enforced by any resident of the State of New Hampshire and by the Society for the Protection of New Hampshire Forests, a non-profit corporation having its principal place of business in Concord, New Hampshire.

IN WITNESS WHEREOF, we have hereunto set our hands this 26 day of December, 1980.

Witness:

[Signature]

Mylon Merriam

Mylon Merriam

[Signature]

[Signature]

Ida C. Merriam

WASHINGTON  
DISTRICT OF COLUMBIA

DECEMBER 26, 1980

Personally appeared Mylon Merriam and Ida C. Merriam and acknowledged the foregoing instrument to be their voluntary act and deed. Before me,

[Signature]

Notary Public

EDWARD H. TERRY  
NOTARY PUBLIC  
By Commission Expires 12/31, 1984

Received and recorded: April 23, 1981 8:30 AM

Charles A. Wood, Register

