

AGRICULTURAL PRESERVATION RESTRICTION

We, David E. Welch and Patricia A. Welch, husband and wife, and Marjorie F. Welch, single woman, of Route 2, March Road, Sanbornton, County of Belknap, State of New Hampshire, (hereinafter referred to as "Grantor"), for \$45,000.00 in consideration paid, grant to the State of New Hampshire, its successors, and assigns (hereinafter referred to as "Grantee"), acting through the Agricultural Lands Preservation Committee and the Commissioner of the Department of Agriculture, with a mailing address of 105 Loudon Road, Concord, New Hampshire 03301, with the warranty covenants specified in RSA 477:27, the agricultural land development rights to constitute an agricultural preservation restriction pursuant to RSA 36-D (Supp.) and RSA 477:45-47 (Supp.) on the site located in the Town of Sanbornton, and the Town of Tilton, County of Belknap, State of New Hampshire, described as follows (hereinafter referred to as "Site"):

Tract I

Beginning at a iron pipe in the stone wall located on the northerly side of March Road. Said pipe is marking the southwest corner of tax lot #30 and tax lot #29 of sheet 27 of Sanbornton Tax Map.

Thence N 4 degrees 25'-08"W by line of lot #29, 1533.22' to an iron pipe set in a stone wall.

Thence Easterly by stone wall N 89 degrees 41'-26"E, 273.29' to an iron pipe set in the corner

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of stone wall.

Thence Northerly by the stone wall about N 24 degrees 18'-34"W, .166.0' to corner in stone wall;

Thence northeasterly by stone wall about N 68 degrees 46'-56"E, 177.44' to the end of a stone wall at the easterly side of a bar gap;

Thence easterly by the stone wall about S 85 degrees 21'-14"E, 384.25' to corner in wall.

Thence southerly by stone wall S 0 degrees 14'-52"E, 1417.54' to a large boulder at the southerly end of wall.

Thence S 64 degrees 55'-39"W, 217.09' to a bound located 55.05' at azimuth 125 degrees 11'-34" from the northwest corner of main house.

Thence S 1 degrees 25'-51" E, 179.29' to the end of a stone wall on the northerly side of March Road;

Thence westerly partly by stone wall S 89 degrees 23'-31" W, 381.52" and the street line of said road to the point of beginning, and containing 23.14 acres, more or less.

Meaning and intending to describe and convey the development rights only;

See "Plan for Sale of Development Rights of Two Fields;" Owner: David E., Patricia A., and Marjorie F. Welch, prepared by Morris C. Foote, Jr., dated August, 1983.--See also Book 661, Page 183

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Tract II

Beginning at an iron pipe in the stone wall across from tract one at the westerly end of said wall near the Sanbornton/Tilton town line. This being the northwest corner of the grantors' field across from the home place located in Sanbornton.

Thence easterly by stone wall and southerly street line of March Road about S 89 degrees 00'-18" E, 310.00' to a jog in March Road;

Thence S 00 degrees 59'-42" W, 15.0' to the southerly end of jog;

Thence easterly by the southerly side line of March Road to a point in stone wall about S 71 degrees 29'-21"E, 300.87' from the last mentioned point;

Thence southerly by stone wall S 4 degrees 49'-44"E, 470.00' to intersection of stone walls;

Thence westerly by stone wall along several courses being S 76 degrees 48'-11" W, 207.39'; S 85 degrees 51'-27" W, 164.71'; and N 79 degrees 04'-17"W, 150.96' to a stone in corner of field;

Thence northerly by edge of field N 2 degrees 00'-47"W, 209.00' to the west end of a stone wall;

Thence westerly by wall N 86 degrees 03'-09"W,

111.62' to a corner in wall;

Thence northerly by a fence line about
N 0 degrees 12'-35"W, 398.31' to the point of
beginning, and containing 7.70 acres more or less.

Meaning and intending to describe and convey the
development rights only;

See "Plan for Sale of Development Rights of Two
Fields;" Owner: David E., Patricia A., and Marjorie
F., Welch, prepared by Morris C. Foote, Jr., dated
August, 1983.--See also Book 661, Page 183 .

The terms of the agricultural preservation restriction are as
follows: The Grantors, their heirs, executors, administrators,
successors and assigns, and any person claiming by, through or
under the above, covenant and agree that they are restrained from
constructing on, selling, leasing, or otherwise improving the Site
for uses that result in rendering the Site no longer suitable for
agricultural use, and from permitting or suffering others to
perform such activities. Such restraint shall be appropriate to
retaining the Site predominantly in its agricultural use, and
without limiting the generality of the foregoing such restraint
shall include prohibition of:

1. Construction or placement of building or structures
except those to be used for agricultural purposes or
for dwellings to be used for family living by the
landowner, his immediate family or employees.

Construction or placement of (a) dwellings to be used for family living and (b) permanent structures for agriculturally related retail sales purposes shall be subject to the prior approval of the Grantee. Approval for such construction or placement shall be granted only when it will not defeat or derogate from the intent of this restriction. Any building or structure and the land upon which it is situated shall not be sold or otherwise severed from the Site unless the Grantee releases such dwelling, permanent structure or land from the restriction pursuant to RSA 36-D:7 (Supp.).

Persons deemed to be employees as used herein shall be as follows:

- a. Owner operator (s);
 - b. Employees, including full-time, part-time and seasonal employees; and
 - c. Family members.
2. Excavation, dredging or removal of loam, sod, peat, gravel, soil, rock, or other mineral substances in such a manner as to adversely affect the Site's future agricultural potential, except that such activities when incidental to the construction or placement of permitted buildings or structures or when performed as part of an agricultural activity in accordance with sound, generally accepted

- agricultural practices shall be permitted; and
3. All other acts or uses detrimental to such retention of the Site for agricultural use.

The agricultural preservation restriction imposed hereby is subject to any prior right, easement, privilege, restriction, condition or covenant, except that the following right (s), easement (s), privilege (s), restriction (s), condition (s) or covenant (s) are expressly released herewith due to the acquisition of the Site's agricultural land development rights:

1. David E. Welch and Patricia A. Welch release to Grantee all rights of homestead and other interests in the Site.

The agricultural preservation restriction imposed hereby shall run with the Site in perpetuity except as expressly released, as to the whole Site or a portion thereof, by the Grantee pursuant to RSA 36-D 7 (Supp.).

In the event that the development rights purchased hereunder, are released to Grantors, repayment by said Grantors of the reasonable value thereof, shall equal 60% of the difference between fair market value of such land at the time of such release and the fair market value of such land restricted for agricultural purposes at the time that the development rights were acquired.

The agricultural preservation restriction imposed hereby shall be enforceable by the Grantee against all persons in an action at law, injunction, or other proceeding, and

representatives of the Grantee shall be entitled to enter upon the Site in a reasonable manner and at reasonable times to assure compliance with such restriction.

Except as otherwise provided for herein, Grantors retain all customary rights and privileges of ownership including the right to privacy and to carry out all regular agricultural practices which are not prohibited by RSA 36-D1, II(Supp.). Grant of the agricultural land development rights hereunder does not include the grant of any right of use of the Site to the public. The Grantee shall not sell or convey the agricultural land development rights acquired hereunder to a third party without the consent of the Grantors, or their heirs executors, administrators, successors, and assigns, as the case may be.

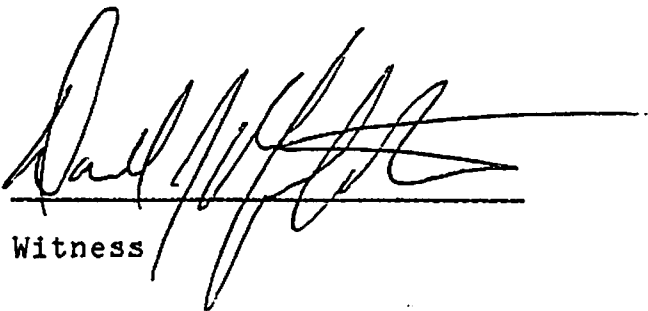
The Grantors, their heirs, executors, administrators, successors, assign, and any person claiming by, through, or under the above, as the case may be, shall be responsible for paying any general property taxes on the Site and any other taxes resulting from ownership of the Site or activities conducted on the Site.

In case the Site or a portion thereof is sought to be taken in the exercise of the eminent domain power, so as to adversely affect the Site's suitability for agricultural use, Grantors, their heirs, executors, administrators, successors, assigns, and any person claiming by, or through, or under the above, as the case may be, and the Grantee shall cooperate to ensure that RSA 36-D:12

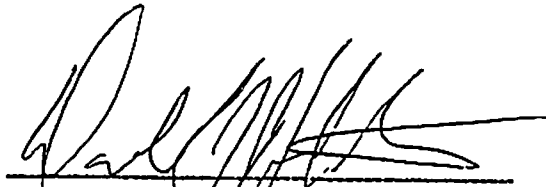
(Supp.) is complied with, including taking joint or individual legal action where appropriate.

The foregoing restriction is intended to conform to and have the benefit of RSA 36-D(Supp.) and RSA 477:45-47 (Supp.). If any provision of this instrument shall be held to be unenforceable by any court of competent jurisdiction, this instrument shall be construed as though such provision had not been included in it. If any provision of this instrument shall be reasonably subject to two or more constructions, one or more of which would render such provision invalid, then such provision shall be given such construction as would render it valid. If any provision of this instrument is found to be ambiguous, it shall be interpreted in accordance with the policy and provisions of RSA 36-D(Supp.), the regulations enacted thereunder, and RSA: 477 45-47 (Supp.)

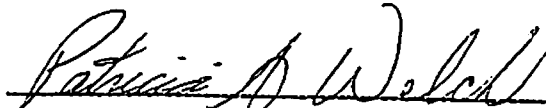
Witness the hands of Grantors this 30th day of
December, 1983.


Witness



David E. Welch



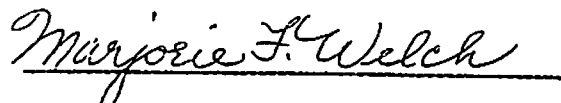
Witness



Patricia A. Welch



Witness

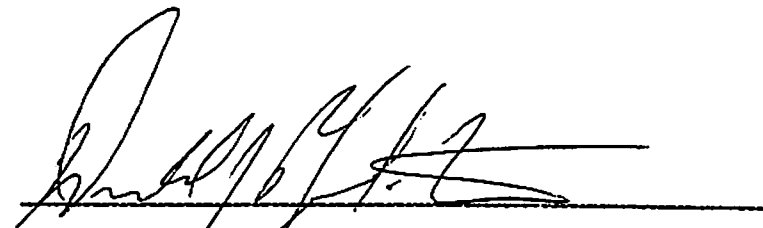


Marjorie F. Welch

STATE OF NEW HAMPSHIRE

BELKNAP, SS.

The foregoing instrument was acknowledged before me on this
30th day of December 1983 by David E. Welch, Patricia
A. Welch, and Marjorie F. Welch.



Notary Public Justice of the Peace

I, Stephen H. Taylor, Commissioner of the Department of
Agriculture, hereby certify that at its meeting on June 29, 1983
the Agricultural Lands Preservation Committee accepted the

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above-described Site for acquisition of agricultural land development rights under RSA 36-D (Supp.). I further certify that I approve the form and content of the above-described agricultural preservation restriction and that this instrument constitutes the certificate required by RSA 36-D:10, I (Supp.).

Witness my hand this 29th day of December 1983.

George C. Clegg, Jr.
Witness

Stephen H. Taylor
Stephen H. Taylor, Commissioner of
New Hampshire Department of
Agriculture

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Carroll O. Miller
CLERK OF COURTS
BELKNAP COUNTY

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SUBORDINATION

For consideration paid, Concord National Bank, holder of a certain mortgage from David E. Welch, Patricia A. Welch, Irving E. Welch and Marjorie F. Welch, said mortgage being recorded in Belknap County Registry of Deeds at Book 692, Page 155, hereby subordinates its right and lien resulting from said mortgage to the Agricultural Preservation Restriction purchased by the State of New Hampshire, from the said David E. Welch, Patricia A. Welch and Marjorie F. Welch of nearly even date herewith.

Except as modified by said Agriculture Preservation Reservation the said mortgage shall remain in full force and effect.

Date: December 30, 1983

Concord National Bank

by: Edwin E. Ricker
its duly authorized,
Assistant Vice-President
Edwin E. Ricker

State of New Hampshire
County of Merrimack

On this 30th day of December, 1983, personally appeared the said Edwin E. Ricker and acknowledged that he executed the within instrument on behalf of the Concord National Bank for the purposes therein stated.

Craig C. Newcomb
Notary Public/Justice of the Peace

CRAIG C. NEWCOMB, Notary Public
My Commission Expires 12/31/1985

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