

EXHIBIT D

STATE CONSERVATION EASEMENT

Beginning at a point on the southerly sideline of Kimball Hill Road, located at the northeasterly corner of the area being described shown as "State Conservation Easement" as shown on a plan entitled "Plan of Land Central St., Kimball Hill and Bush Hill Road. Hudson, New Hampshire" prepared by Maynard & Paquette Engineering Associates, LLC., dated December 9, 2008, thence

S 19° 02' 46" E, a distance of 186.00 feet to a point; thence

S 16° 31' 33" E, a distance of 49.57 feet to a point; thence

S 17° 14' 25" E, a distance of 128.13 feet to a point; thence

S 15° 48' 54" E, a distance of 245.89 feet to a point; thence

S 35° 04' 50" E, a distance of 527.67 feet to a point; thence

S 68° 56' 12" W, a distance of 299.23 feet to a point; thence

S 64° 10' 19" W, a distance of 296.89 feet to a point; thence

S 65° 43' 32" W, a distance of 55.94 feet to the point; thence.

S 24° 34' 02" E, a distance of 241.25 feet to a point; thence

S 27° 54' 37" E, a distance of 52.84 feet to a point; thence

S 62° 35' 04" E, a distance of 357.27 feet to a point; thence

S 34° 01' 05" E, a distance of 175.01 feet to a point; thence

S 62° 11' 11" W, a distance of 401.24 feet to a point; thence
N 26° 05' 19" W, a distance of 200.36 feet to a point; thence
S 63° 49' 42" W, a distance of 179.34 feet to a point; thence
N 26° 03' 27" W, a distance of 330.51 feet to a point; thence
N 42° 00' 15" W, a distance of 81.93 feet to a point; thence
N 43° 27' 53" E, a distance of 120.93 feet to a point; thence
N 49° 23' 38" E, a distance of 287.47 feet to a point; thence
N 48° 07' 18" E, a distance of 140.90 feet to a point; thence
N 48° 16' 29" E, a distance of 165.00 feet to the point; thence
N 52° 24' 19" E, a distance of 430.68 feet to the point; thence

Northwesterly along an arc curving to the left having a radius of 3977.68 feet a distance of 235.19 to a point; thence

N 31° 54' 02" W, a distance of 230.17 feet to a point; thence

Northwesterly along an arc curving to the left having a radius of 727.42 feet a distance of 125.65 to a point; thence

N 62° 39' 00" E, a distance of 735.01 feet to the point of beginning

Said easement contains 1,447,979 square feet or 33.241 acres, being the same, more or less.

EXHIBIT E

SOLID WASTE EASEMENT

Beginning at a point located at the northeasterly corner of the area being described, located approximately in the center of the parcel being conveyed and also located along the southerly boundary of the State Conservation Easement and shown as "Solid Waste Easement" as shown on a plan entitled "Plan of Land Central St., Kimball Hill and Bush Hill Road. Hudson, New Hampshire" prepared by Maynard & Paquette Engineering Associates, LLC., dated December 9, 2008, thence

S 24° 16' 37" E, a distance of 562.57 feet to a point; thence

S 63° 56' 07" W, a distance of 430.69 feet to a point; thence

N 26° 05' 19" W, a distance of 200.36 feet to a point; thence

S 63° 39' 28" W, a distance of 99.28 feet to a point; thence

N 26° 05' 19" W, a distance of 100.18 feet to a point; thence

N 17° 07' 03" W, a distance of 225.16 feet to a point, said point also being in the southerly boundary line of the State Conservation Easement as shown on said referenced plan; thence

N 62° 11' 11" E, a distance of 401.24 feet to a point; thence

N 34° 01' 05" E, a distance of 175.01 feet to a point; thence.

N 62° 35' 04" E, a distance of 154.30 feet to the point of beginning.

Said easement contains 265,858 square feet or 6.103 acres, being the same, more or less.

EXHIBIT F

SOLID WASTE EASEMENT

Beginning at a point on the northerly sideline of Flying Rock Road as now travelled, said point being located at the southeasterly corner of the area being described shown as "Solid Waste Easement" as shown on a plan entitled "Plan of Land Central St., Kimball Hill and Bush Hill Road, Hudson, New Hampshire" prepared by Maynard & Paquette Engineering Associates, LLC., dated December 9, 2008, thence

S 58° 12' 00" W, a distance of 156.86 feet along said sideline to a point; thence

Southwesterly along said sideline along an arc curving to the right having a radius of 125.00 feet a distance of 23.80 feet to a point; thence

S 69° 06' 30" W, a distance of 96.58 feet to a point; thence

N 61° 10' 28" W, a distance of 254.53 feet to a point; thence

N 52° 20' 55" W, a distance of 182.09 feet to a point; thence

N 37° 19' 11" W, a distance of 207.29 feet to a point; thence

N 26° 17' 11" W, a distance of 20.68 feet to a point; thence

N 61° 39' 21" E, a distance of 477.08 feet to a point; thence

S 32° 20' 54" E, a distance of 611.02 feet to the point of beginning.

Said easement contains 252,113 square feet or 5.788 acres, being the same, more or less.

EXHIBIT G

HISTORIC PRESERVATION EASEMENT
"OFFICE"

Beginning at a point on the southerly sideline of Kimball Hill Road, located at the northeast corner of the area being described shown as "Historic Preservation Easement" (Office) as shown on a plan entitled "Plan of Land Central St., Kimball Hill and Bush Hill Road. Hudson, New Hampshire" prepared by Maynard & Paquette Engineering Associates, LLC., dated December 9, 2008, thence

S 12° 40' 38" E, a distance of 229.96 feet to a point; thence

S 78° 05' 35" W, a distance of 179.85 feet to a point; thence

N 16° 52' 22" W, a distance of 263.03 feet to a point, said point being in the Southerly sideline of Kimball Hill road, as now travelled; thence

Southeasterly along said sideline on an arc curving to the left having a radius of 265.02 feet a distance of 120.80 feet to a point; thence

N 78° 42' 28" W, a distance of 49.36 feet to a point; thence

N 83° 36' 29" E, a distance of 33.96 feet to the point of beginning.

Said easement contains 45,019 square feet or 1.034 acres, being the same, more or less.

EXHIBIT H

HISTORIC PRESERVATION EASEMENT
"HAZELTON BARN"

Beginning at a point on the northerly sideline of Flying Rock Road as now traveled, said point being located at the southeasterly corner of the area being described shown as "Historic Preservation Easement" (Hazleton Barn) as shown on a plan entitled "Plan of Land Central St., Kimball Hill and Bush Hill Road. Hudson, New Hampshire" prepared by Maynard & Paquette Engineering Associates, LLC., dated December 9, 2008, thence

S 58° 12' 00" W, a distance of 178.84 feet along said sideline to a point; thence

N 31° 48' 00" W, a distance of 56.52 feet to a point; thence

N 75° 24' 47" W, a distance of 66.66 feet to a point; thence

N 48° 01' 14" W, a distance of 122.11 feet to a point; thence

N 38° 54' 45" W, a distance of 97.26 feet to a point; thence

N 45° 53' 08" W, a distance of 198.83 feet to a point, said point also being in the westerly sideline of Bush Hill Road, as now travelled; thence

Southeasterly along said sideline on an arc curving to the left having a radius of 240.02 feet a distance of 136.18 to a point; thence

S 61° 41' 05" E, along said sideline a distance of 163.82 feet to a point; thence

Southwesterly along said sideline on an arc curving to the right having a radius of 190.02 feet a distance of 20.40 feet to a point; thence

Southwesterly along said sideline on an arc curving to the right having a radius of 50.00 feet a distance of 99.25 feet to a point of beginning.

Said easement contains 75,429 square feet or 1.732 acres, being the same, more or less.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

MEMORANDUM OF AGREEMENT

THIS AGREEMENT entered into this day between the Town of Hudson, whose address is 12 School Street, Hudson, NH 03051, hereinafter referred to as the TOWN; (which shall also include their heirs, successors, and assigns for all references in this Agreement); and the State of New Hampshire Department of Transportation, whose address is 1 Hazen Drive, PO Box 483, Concord, NH 03302-0483, hereinafter referred to as the DEPARTMENT.

WITNESSETH, THAT, these parties do hereby covenant and agree to the following stipulations relative to a certain portion of a premises located as shown on a plan of Nashua - Hudson 10644 on file in the records of the Department of Transportation and to be recorded in the Hillsborough County Registry of Deeds. References to said property are contained in Land File 55,139-5W in the NHDOT Right-of-Way Bureau. The property is referred to as Parcel 5-W for the above referenced project and is more commonly known as the former Benson's Animal Farm, formerly owned by Arthur J. Provencher.

1) The Department acknowledges that this property was acquired for wetland mitigation purposes for the above referenced project.

2) The Department and the Town agree and acknowledge that the Department will construct wetland mitigation areas on this property both before and after the transfer of this property to the Town. The Department and the Town further agree that the Department is responsible for all costs and liabilities associated with the construction and monitoring of any wetland mitigation areas constructed, created, or preserved on this property. Said mitigation may be for this or any other Department project for which additional mitigation on this property is accepted and approved. Additionally, the Town agrees that the Department is not liable to the Town for any compensation whatsoever for any presently proposed or future contemplated mitigation construction or monitoring activities on this property whatsoever.

3) The Department and the Town agree that the Department will pursue transfer of this property in part or in total to the Town in accordance with Department procedures, professional standards, and in accordance with RSA 4:40, Disposal of Real Estate.

4) The Department and the Town agree that the purpose of this Agreement is to enable the Town to provide security for the property and to initiate preservation, education, and recreation activities on the property that do not impact wetlands and are in accordance with all applicable laws and regulations.

5) The Department agrees to have prepared an appraisal that determines the fair market value of the property rights that the Town wishes to acquire. This appraisal shall be prepared in accordance with accepted appraisal standards, practices, and methodology, that are acceptable to the Department. The appraiser shall be selected from the Department's list of appraisal firms and individuals that are approved to perform appraisal assignments.

6) The Department agrees that appropriate restrictions needed to protect, preserve, or establish either historic, cultural, or environmental resources, including no impacts to wetlands, will be stipulated for the appraiser to ensure that the appraisal determines the fair market value of the property with these restrictions.

7) The Department agrees to include these restrictions and conditions in any deed transferring this property. The Town, their heirs, successors, or assigns, agrees to comply with these restrictions and conditions in accordance with all applicable laws and regulations.

8) The Town agrees that the property shall only be used for ~~educational~~ ^{cultural, historical,} recreational, and educational purposes that do not impact wetlands. Except for catering or temporary food service or similar activities that are attendant and subordinate to specific events that are permitted by the Board of Selectmen, no fixed or permanent commercial activities will be allowed on the property, unless otherwise approved by the Department, the Town, and the State Historic Preservation Office.

9) The Department agrees to be responsible for the full cost of preparing the appraisal and any associated appraisal work efforts regardless of the final approval or disapproval of the disposal request by the Department.

10) By signing this Agreement, the Town hereby agrees to defend, indemnify and hold harmless the State of New Hampshire, its officers and employees, from and against any and all claims, liabilities, or penalties brought or assessed against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of), the privileges granted by this Agreement. This covenant shall survive the termination of this Agreement.

11) Further, by signing this Agreement, the Town hereby agrees to defend, indemnify and hold harmless the State of New Hampshire, its officers and employees, from and against any and all claims, liabilities, or penalties brought or assessed against the Town, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of), the privileges granted by this Agreement. This covenant shall survive the termination of this Agreement.

For the Town of Hudson:

E. Lorraine Madison
E. Lorraine Madison, Chairman,
Board of Selectmen

Rhona Charbonneau
Rhona Charbonneau, Selectman

Teresa Stewart
Teresa Stewart, Selectman

Ann Seabury
Ann Seabury, Selectman

Shawn Jasper, Selectman

STATE OF NEW HAMPSHIRE

SS.

A.D., 20 01

Personally appeared the above named individual(s) and acknowledged the foregoing instrument to be (his/her/their) voluntary act and deeds.
Before me:

Cecile Nichols

Notary Public/Justice of the Peace
CECILE Y. NICHOLS, Justice of the Peace
My commission expires on My Commission Expires March 4, 2003

Executed this 22 day of August, 2001

Carol A. Murray
Carol A. Murray, Commissioner
Department of Transportation

STATE OF NEW HAMPSHIRE

SS. Merrimack A.D., 2001

On this 22 day of August, 2001 before me, Deborah A. Weil
the undersigned officer, personally appeared Carol A. Murray, who
acknowledged as being the Commissioner of the Department of Transportation, and that as such
Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein
contained, by signing the name of the State of New Hampshire as the Commissioner of the Department
of Transportation.

IN WITNESS WHEREOF I have hereunto set my hand and seal

Deborah A. Weil
Notary Public/Justice of the Peace
My commission expires on _____

My Commission Expires October 8, 2005

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

REPORT OF THE
COMMISSIONERS OF THE
UNIVERSITY OF CHICAGO

FOR THE YEAR
ENDING 1900

CHICAGO, ILL.,
1901

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