



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **ARLES, LLC**, a New Hampshire Limited Liability Company, with an address of P.O. Box 284, Stratham, County of Rockingham and State of New Hampshire, for consideration paid, grants with warranty covenants to **SEACOAST NEWSPAPERS, INC.**, a New Hampshire corporation, with a place of business at 7 Portsmouth Avenue, and P.O. Box 250, Stratham, County of Rockingham and State of New Hampshire, the following described premises.

A certain tract or parcel of land situated in Stratham, County of Rockingham and State of New Hampshire, bounded and described as follows:

Beginning at a point at Parkman Brook so-called, thence along the thread of Parkman Brook, for a distance of 685 feet, more or less, along a tie line of N 78° 02' 54" E for a distance of 580.18 feet to a point; thence S 37° 20' 44" E for a distance 186.18 feet to a point; thence along a curve with a radius of 265 feet and a length of 124.55 feet to a point; thence N 76° 59' 42" W for a distance of 228.01 feet to a point; thence N 70° 39' 21" W for a distance of 46.65 feet to a point; thence N 43° 50' 01" W for a distance of 26.21 feet to a point; thence N 35° 36' 03" W for a distance of 26.17 feet to a point; thence N 36° 23' 09" W for a distance of 39.39 feet to a point; thence N 32° 32' 12" W for a distance of 61.37 feet to a point; thence S 52° 45' 11" W for a distance of 119.33 feet to a point; thence S 66° 59' 11" W for a distance of 86.58 feet to a point; thence N 85° 21' 27" W for a distance of 9.93 feet to a point; thence N 80° 74' 08" W for a distance of 39.67 feet to a point; thence N 76° 54' 70" W for a distance of 143.57 feet to a point; thence N 75° 08' 09" W for a distance of 36.14 feet to a point; thence N 38° 18' 50" W for a distance of 20 feet to a point; thence N 38° 18' 50" W for a distance of 24 feet to the point of beginning.

Meaning and intending to describe a 1.75 +/- acre parcel shown as Area "D" on Plan entitled "Lot Line Adjustment Plan, Tax Map 1, Lot 5 and Tax Map 7, Lot 6, Stratham Crossing," prepared by Jones & Beach Engineers dated as of 8/6/03, recorded or to be recorded at the Rockingham County Registry of Deeds.

This conveyance is subject to the following conservation easements, reserved for the benefit of the Town of Stratham Conservation Commission.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

A certain tract or parcel of land situate in the Town of Stratham, County of Rockingham and State of New Hampshire and bounded and described as follows.

Beginning at a point at Parkman Brook so-called, thence along the thread of Parkman Brook for a distance of 685 feet more or less, along a tie line of N 78° 02' 54" E, for a distance of 580.48 feet to a point; thence S 37° 20' 44" E for a distance of 139.17 feet to a point; thence along a line entitled "150 foot limit of Conservation Easement", for a distance of 183 +/- feet to a point; thence N 35° 36' 03" W for a distance of 30 feet +/- to a point; thence N 36° 23' 09" W for a distance of 39.39 feet to a point; thence N 32° 32' 12" W for a distance of 61.37 feet to a point; thence S 52° 45' 11" W for a distance of 119.33 feet to a point; thence S 66° 59' 11" W for a distance of 86.58 feet to a point; thence N 85° 21' 27" W for a distance of 9.93 feet to a point; thence N 80° 74' 08" W for a distance of 39.67 feet to a point; thence N 76° 54' 70" W for a distance of 143.57 feet to a point; thence N 75° 08' 09" W for a distance of 36.14 feet to a point; thence N 38° 18' 50" W for a distance of 20 feet to a point; thence N 38° 18' 50" W for a distance of 24 feet +/- to the point of beginning.

The above described easement area is a portion of the property conveyed to the Grantee under this deed, as described above.

The easement rights granted herein, subject to the Grantor's reservations listed below are as follows.

A. The easement area shall be preserved as open space consistent with the purposes stated in RSA 79-A:1 and RSA 221-A.

B. No industrial, commercial or residential activities shall be conducted within the easement area.

C. No dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home shall be constructed or placed within the easement area.

D. No removal of fill, or other disturbance of the soil surface nor change in topography, surface or subsurface water systems, wetlands or natural habitat shall be allowed, and no cutting of trees shall be allowed.

E. There shall be no mining, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials on the Easement Area.

F. There shall be no dumping, injection or burial of refuse materials, including vehicle bodies or parts, construction debris, garbage, offal, and other wastes.

The Town of Stratham/Stratham Conservation Commission shall be under no obligation to maintain the property or pay any taxes or assessments thereon.

Grantor's Reserved Rights

The Grantor, or its grantees, successors or assigns hereby specifically reserves the following rights and uses of the easement property.

A. The right to maintain any utilities, slopes, drainage, drainage structures, storm water detention ponds, swales or grading other drainage facilities in connection with, and as a part of the use of the Grantor's adjacent property.

B. The right to have reasonable access to the easement property for the purposes of exercising the Grantor's reserved rights.

Benefits and Burdens

The burden of the above easement shall run with the property conveyed to the Grantee and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to any qualified organization within the meaning of Section 170(h)(3) of said Code of the State of New Hampshire or the U.S. Government or any subdivision of either of them consistently with Section 170(c)(1) of the U.S. Internal Revenue Code, amended, which government unit or 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 the easement. Any such assignee or transferee shall have like power of assignment or

transfer. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11).

Breach of Easement

A. When a breach of this easement comes to the attention of the Town of Stratham/Town of Stratham Conservation Commission, it shall notify the then owner of the property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said owner shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constituting said breach and to notify the Town of Stratham/Town of Stratham Conservation Commission thereof.

C. If said owner fails to take such curative action, the Town of Stratham/Town of Stratham Conservation Commission, its successors or assigns may undertake any actions that are reasonably necessary to cure such breach.

D. Nothing contained in this easement shall be construed to entitle the Town of Stratham/Town of Stratham Conservation Commission to bring any action against the owner for any injury to or change in the property resulting from natural events beyond owner's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by the owner under emergency conditions to prevent, abate, or mitigate significant injury to the property result from such causes.

IN WITNESS WHEREOF, the said parties have set their hands this 24 day

Nov., 2003.

[Signature]
Witness

ARLES, LLC

By: [Signature]
Duly authorized : Susan J. Conway

THIS DEED AND THE CONDITIONS CONTAINED HEREIN ARE HEREBY ACCEPTED:
SEACOAST NEWSPAPERS, INC.

[Signature]
Witness

By: [Signature]
John Tabor, President, Duly Authorized

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

Dated: Nov 24, 2003

Personally appeared the above named Susan Conway, Manager, of ARLES, LLC, known to me or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained being so authorized.

Before me,

[Signature]
Notary Public/Justice of the Peace
Name: John J. Ryan, Justice of the Peace
My Commission Expires: 03/08/2005

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

Dated: 24 Nov., 2003

Personally appeared the above named John Tabor, President of SEACOAST NEWSPAPERS, INC., known to me or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained being so authorized.

Before me,

[Signature]
Notary Public/Justice of the Peace
Name: Michael J. Donahue
My Commission Expires: 10/15/2007