

Know all men by these presents, That, The Amoskeag Manufacturing Company, a Corporation established by and within the State of New Hampshire, in consideration of One Dollar paid to the said Corporation by the City of Manchester, in the County of Hillsborough and State aforesaid, the receipt whereof is hereby acknowledged, doth hereby give, grant, sell, and convey unto the said City of Manchester, a certain parcel of land situated in said City and bounded and described as follows; viz:—

Northerly, by Concord Street; Easterly by Pine Street; Southerly by Amhurst Street; and Westerly, by Pine Street; said granted Premises being known as Concord Square.

To have and to hold the said Premises with the privileges and appurtenances thereto belonging, to the said City and its successors, to their sole use forever.

And whereas, said Corporation has granted and conveyed said land to said City for a public walk, square, or pleasure ground, for the recreation, exercise, and health of its Citizens; and for this purpose it has been agreed by the parties to these presents—

First, That said City shall never alienate, or convey said land to any person, or Corporation; nor occupy the same with any buildings, or private, or public roads, or rail roads, but shall forever keep and maintain the same as a public ground, or square, and keep the same free from all dirt, filth and rubbish of every kind; and in case any of said land shall ever be taken by any corporation other than the City, or by the Public for roads of any kind, or for any public purpose, the damages awarded shall accrue and be paid to said Amoskeag Manufacturing Company.—

Second, That said City shall, as soon as the present Crops are removed from said granted premises, dig up and carry away the stumps, and grade said square to a smooth and level, or gently undulating surface, and sow the same with grass seed; and never hereafter permit the same to be ploughed, or dug up, except for ornamenting said square.—

Third, That said City, within one year, shall plant around said square two rows of Elm and Maple trees intermingled, including in said rows the trees already planted and shall afterwards replant said trees as often as any of them shall die, or be broken, bent, or blown down; and set on said square, and around the reservoir in the same, such other trees and shrubs, as good taste and culture may require.—

Fourth, That said City shall make suitable gravelled walks around said square, between said rows of trees, and across said square in such directions as the foot travel of the Citizens may require, and maintain the same, together with the reservoir, free from all filth, dirt, obstructions, or rubbish whatever, and

Fifth, That said City shall, within three years, remove the fence now around said Concord square, and erect and hereafter maintain an iron fence of a handsome pattern—making in said fence four large gates, at the places where gates now are, and suitable openings for the ingress and egress of the Citizens.—

Now therefore, this conveyance is made upon the express condition, that if said City shall fail to keep all and singular of the above agreements, in their full intent and meaning, then this conveyance shall be void.

to D E D. 54

Amoskeag Manuf. Co.

57th So

City of Manchester

Hillsborough Co.

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By S. M. Kimball.

Register

City of Manchester

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Recorded page 282 City Board of Deeds.

Y. C. Kimball

L. Long.

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