

72A 903



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

April 1, 2013

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the New Hampshire Fish and Game Department (NHFG) to grant to Society for the Protection of New Hampshire Forests (Vendor Code 177170) \$104,500 to provide partial funding toward the acquisition of 121.96 acres in Wakefield, New Hampshire effective upon Governor and Council approval through June 30, 2013. Funding is 100% federal.

Funding for this grant is available as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

020-07500-21550000-305-500845 Habitat Acquisition and Management

FY2013

\$104,500

2. Authorize the New Hampshire Fish and Game Department to accept fee title to 121.96 acres in Wakefield from Virginia E. Harding, Trustee of the Virginia E. Harding Trust and the Flora Belle Weber Educational Trust

EXPLANATION

NHFG is partnering with the Society for the Protection of New Hampshire Forests (SPNHF) to permanently conserve 121.96 acres in Wakefield with extensive frontage on both the Branch River and the Union Meadows wetland complex. NHFG proposes to provide a grant of \$104,500 to the SPNHF for partial funding of the purchase of this property at a bargain sale. NHFG funding for the grant will be 100 % federal funds from the Wildlife Restoration Program of the U.S. Fish and Wildlife Service. The SPNHF is receiving the remainder of the funds necessary for acquisition from the NH Land and Community Heritage Investment Program. Virginia E. Harding, Trustee of the Virginia E. Harding Trust and the Flora Belle Weber Educational Trust, will convey fee title to the property to NHFG by Warranty Deed with conservation restrictions held by LCHIP.



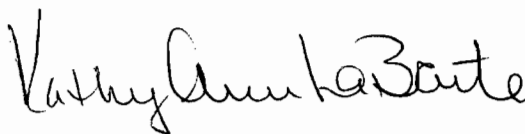
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 1, 2013
Page 2 of 2

This property will provide significant habitat for a variety of wildlife species including the state threatened bridle shiner. It will ensure public access for hunting, fishing and other low impact non-commercial recreation.

Respectfully submitted,



Glenn Normandeau
Executive Director



Kathy Ann LaBonte
Chief, Business Division

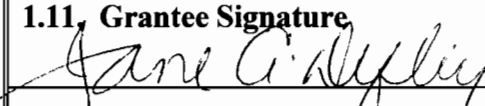


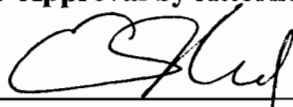
GRANT AGREEMENT

(April 2001 revision)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Fish and Game Department		1.2. State Agency Address 11 Hazen Drive, Concord, NH, 03301	
1.3. Grantee Name Society for the Protection of New Hampshire Forests		1.4. Grantee Address 54 Portsmouth St., Concord, NH, 03301	
1.5. Effective Date Upon G&C approval	1.6. Completion Date June 30, 2013	1.7. Audit Date N/A	1.8. Grant Limitation \$104,500
1.9. Grant Officer for State Agency Glenn Normandeau		1.10. State Agency Telephone No. 603-271-3511	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Jane Difley, President/Forester	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack on // , Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
(Seal) 		KAREN M ROSE, Notary Public My Commission Expires November 17, 2015	
1.13.2. Name and Title of Notary Public or Justice of the Peace Karen M. Rose Land Prot. Dept. Administrator			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Glenn Normandeau, Executive Director	
1.16. Approval by Attorney General (Form, Substance and Execution)			
By: 		Assistant Attorney General, On: 4-1-13 //	
1.17. Approval by the Governor and Council			
On: //			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

3. EFFECTIVE DATE; COMPLETION OF PROJECT.

3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement

- by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C..
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.

JFO
3-27-13

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted 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 acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in any number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Grant Agreement

Union Meadows Conservation Project

February 7, 2013

The Society for the Protection of New Hampshire Forests (SPNHF) and the New Hampshire Fish and Game Department (NHFG) will cooperate on the Union Meadows Conservation Project, to ensure the permanent conservation 121.96 acres in Wakefield ("the Property") to protect species at risk and provide access to important public resources. NHFG will provide a grant of \$104,500 to SPNHF toward the purchase of the Property, with an appraised value at \$210,350. SPNHF will provide compensation to the Virginia E. Harding Trust and the Flora Weber Educational Trust (the "Trusts") in the bargain sale amount of \$150,000 and cause the Property to be conveyed to NHFG.

EXHIBIT A


Scope of Services

SPNHF agrees to complete the following:

1. Provide to NHFG the maps and documents required to obtain the necessary approvals to grant \$104,500 to SPNHF towards the purchase of the Property consisting of 121.96 acres from the Trusts.
2. Facilitate the fee title transfer of the Property from the Trusts to NHFG.
3. Maintain financial accounting records and provide to NHFG documentation that supports the grant funds expenditure.
4. Acknowledge the funding received through NHFG in materials produced for public distribution.

NHFG agrees to:

1. Submit to the U.S. Fish and Wildlife Service a request to authorize the expenditure of \$104,500 of Wildlife Restoration Program Funds for the purchase of the Property.
2. Submit a Governor and Council request to authorize a grant agreement with SPNHF for up to \$104,500.00 to be used for the purchase of the Property.
3. Pass through to SPNHF funds in the amounts authorized by the NH Governor and Executive Council.

Initials: 
Date: 3/27/13

4. Accept the conveyance of the Property from the Trusts, subject to an executory interest on the Property to the Land and Community Heritage Investment Program Authority ("LCHIP").

EXHIBIT B

Method of Payment and Grant Limits

NHFG will provide a check for up to \$104,500 to SPNHF in a single payment for the purchase of the 121.96-acre tract in Wakefield, subject to:

1. Approval of the expenditures of Wildlife Restoration Program funds by the U.S. Fish and Wildlife Service.
2. Approval of this Grant Agreement between SPNHF and the NH Fish and Game Department by the NH Governor and Executive Council.

Total payment shall not exceed \$104,500.

EXHIBIT C

Special Provisions

Paragraph 17, Insurance and Bond, of the General Provisions shall not apply to this Agreement.

Initials: *ASW*
Date: *3/27/13*

THIS IS A CONVEYANCE TO AN
INSTRUMENTALITY OF THE STATE
OF NEW HAMPSHIRE WHICH IS
EXEMPT FROM THE NEW HAMPSHIRE
REAL ESTATE TRANSFER TAX PURSUANT
TO NEW HAMPSHIRE RSA 78-8:2, I AND
FROM THE LCHIP SURCHARGE PURSUANT
TO RSA 478:17-g, II.

WARRANTY DEED

Virginia E. Harding, Trustee of the Virginia E. Harding Trust, executed September 10, 1990, and Trustee of the Flora Belle Weber Educational Trust, both of 2727 South Atlantic Avenue, Daytona Beach, Florida 32118, hereinafter referred to as the Grantor), for consideration paid, grant to:

the State of New Hampshire, acting by and through its Fish and Game Department located at 11 Hazen Drive, Concord, New Hampshire 03301, hereinafter referred to as "Grantee", (which, unless the context clearly indicates otherwise, includes the Grantee's successors and assigns)

does hereby grant WITH WARRANTY COVENANTS to said THE NEW HAMPSHIRE FISH & GAME DEPARTMENT, its successors and assigns, all right, title and interest in and to certain real property of the Grantor located on opposite sides of Marsh Road ("Premises"), sometimes referred to as Kimball Road, Town of Wakefield, County of Carroll, State of New Hampshire and further described in Exhibit A attached hereto.

The Executory Interest and contingent right of termination is conveyed pursuant to New Hampshire RSA 477:45-47, RSA 486-A:1-14 and RSA 227-M (the Land and Community Heritage Investment Program (LCHIP)), and pursuant to New Hampshire RSA 482-A, and constitutes an Executory Interest hereby granted to the State of New Hampshire, acting through the Land and Community Heritage Investment Authority. This interest is conveyed exclusively for the purposes of protecting the Property for the following purposes and uses: open space, scenic values, cultural significance, forest management, low-impact outdoor recreation, water quality, fish & wildlife habitat, and with NH's RSA Chapter 227-M, which states: "The intent of the Program is to conserve and preserve this state's most important natural, cultural and historical resources through the acquisition of lands and cultural and historical resources, or interests therein, of local, regional and statewide significance, in partnership with the state's municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state's economy, environment and overall quality of life."

The Executory Interest and contingent right of termination consists of the following conditions:

In accordance with New Hampshire RSA 227-M:14, notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of any resource asset acquired under the LCHIP grant to uses or purposes not consistent with the purposes of RSA chapter 227-M shall be permitted. The sale, transfer, conveyance, or release of any resource asset from public trust is prohibited, except as provided in RSA 227-M:13, and with prior written approval of LCHIP Authority.

If the Grantee ceases to adhere to the restrictions and conditions in this deed within thirty (30) days after receipt of written notice of a material breach, delivered in hand or by certified mail, return receipt requested, from the State of New Hampshire, acting through the Executory Interest Holder, then the Executory Interest Holder shall have the right to enforce the restrictions and conditions of this deed by an action at law or in equity or by administrative proceedings as may be provided by law. In the event a material breach is established, all reasonable costs and attorney fees of such enforcement shall be paid by the Grantee.

Further, the Executory Interest Holder, on behalf of the State of New Hampshire, having first obtained the approval of the Regional Director of the U.S. Fish and Wildlife Service as specified in the Notice of Grant Agreement, recorded herewith shall also have the right and power to terminate the interest of the Grantee in the Property in the event a material breach has not been cured after reasonable notice and opportunity to cure, except the LCHIP shall not have the right to terminate against interests held by the State of New Hampshire acting through any of its resources protecting departments. The Executory Interest Holder shall record a Notice in the Carroll County Registry of Deeds declaring that it is exercising its power of termination and giving the Grantee a period of at least ninety (90) days from the date of the Grantee's receipt of the Notice to correct the material breach. If the material breach is not cured within the stated time period (or any extension agreed to in writing by the Executory Interest Holder), then the termination shall become final. Upon termination, all legal and equitable fee simple title in the Property shall be vested automatically in the Executory Interest Holder, which shall assume and thereafter possess all interests, rights, responsibilities and duties of record previously granted to and incumbent upon the Grantee at that point.

The Executory Interest Holder shall have reasonable access to the Property and all of its parts for such inspection as the Executory Interest Holder find necessary to determine compliance with and enforce the terms hereof, to exercise the rights conveyed hereby, to carry out the duties assumed by the Executory Interest Holder, and to maintain boundaries if the Executory Interest Holder desires.

The interests held by the Executory Interest Holder are assignable or transferable to any party qualified by the State of New Hampshire to become the Executory Interest Holder's assignee or transferee, who shall have like power upon such assignment or transfer. In the event of any foreclosure or other exercise of rights under this right of termination by the Executory Interest Holder, its successors and assigns, the Property secured thereby shall continue to be subject to all of the restrictions and other terms and conditions set forth in this Deed.

Conditions and Restrictions:

PUBLIC ACCESS: The Grantee shall permit pedestrian access to, on, and across the property for hunting, fishing, and transitory passive recreational purposes, but not camping, by members of the public. The Grantee may post against or limit such access, with prior approval of LCHIP, if such activities become inconsistent with the purposes for protecting the property and/or when public safety would be at risk.

POSTING RE VEHICLES: Grantee may reserve the right to post against vehicles, motorized or otherwise.

POSTING DURING TIMBER OPERATIONS: Grantee may post against hunting on forest land during timber harvests or establishment of plantations.

NO STRUCTURES: Grantee shall not construct, maintain, erect, or install physical improvements to the Property, except structures that serve allowed conservation uses, nor shall Grantee disturb the surface or alter the topography of the Property except as itemized below:

- a. Maintenance of existing roads and construction of roads required to implement land management activities.
- b. Grantee shall have the right but not the obligation to remove any existing structures located on the Premises

FEES: Grantee shall have the right to collect reasonable fees in support of the stewardship of the property.

NO COMMERCE: No industrial or commercial activities except agriculture, forestry, or other reserved rights as specified herein and approved by LCHIP.

NO SUBDIVISION: The Property may not be subdivided and shall be conveyed only in its entirety, unless approved by LCHIP

LAND USE REGULATION: The Grantee shall not use the Property to meet open space requirements of any land use regulation process.

The conditions and restrictions above shall be enforceable in perpetuity by actions at law or by proceedings in equity by LCHIP.

This property was acquired with funding received by the State through Grant Agreement F12AF01379 (W-101-L-1) between the U.S. Fish and Wildlife Service (the Service) and the State of New Hampshire Fish and Game Department as grantee. All present and future uses of the protected property are and shall remain subject to the terms and conditions described in the Notice of Grant Agreement, attached hereto and recorded herewith in the Carroll County Registry of Deeds, and to other administrative requirements of the applicable grant funding program of the Service.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2013.

Virginia E. Harding
Trustee, Virginia E. Harding Trust
Trustee, Flora Belle Weber Educational Trust

State of Florida
County of _____

Personally appeared Virginia E. Harding this _____ day of _____, 2013, Trustee of the Virginia E. Harding Trust and the Flora Belle Weber Educational Trust, and being duly authorized acknowledged the foregoing on behalf of the Virginia E. Harding Trust and the Flora Belle Weber Educational Trust.

Before me, _____

My Commission expires: _____

ACCEPTED: STATE OF NEW HAMPSHIRE, FISH & GAME DEPARTMENT

The State of New Hampshire, acting through its Fish and Game Department on this day ____ of _____, 2013.

Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE,
COUNTY OF _____

Personally appeared before me on this _____ day of _____, 2012, Glenn Normandeau, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace
My Commission Expires:

EXECUTORY INTEREST HOLDER:

LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By: _____
Dorothy T. Taylor, Executive Director
Land and Community Heritage Investment
Program for the State of New Hampshire

Date: _____

THE STATE OF NEW HAMPSHIRE

_____ (COUNTY), SS.

On the ____ day of _____ 2013, before me personally appeared Dorothy Taylor, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Notary Public/Justice of the Peace
My commission expires:

Approved as to form, substance, and execution on this ____ day of _____, 2013.

Evan Mulholland
Assistant Attorney General

Approved by the Governor and Executive Council: _____, 2013, Item # _____

EXHIBIT A
Property Description

Two certain tracts of land situated on either side of Marsh Road, also known as Kimball Road, in the Town of Wakefield, County of Carroll, State of New Hampshire shown on plan entitled "Boundary Plan of Land, Tax Map 222 Lot 10, Tax Map 223 Lots 15 & 18, Tax Map 226 Lots 1 & 2, Marsh Road, Wakefield, NH, Owner of Lots 222-10, 223-15, 223-18 & 226-2 Virginia E. Harding Trust, 2727 South Atlantic Avenue, Daytona Beach, FL 32118, See C.C.R.D. Book 2372 Page 465, Owner of Lot 226-1 Flora Belle Weber Educational Trust, 2727 South Atlantic Avenue, Daytona Beach, FL 32118, See C.C.R.D. Book 2372 Page 88, Prepared for Town of Wakefield 2 High Street, Sanbornville, NH 03872, May 31, 2012." Prepared by Eric C. Mitchell & Assoc. Inc., recorded at the Carroll County Registry of Deeds, Plan Book 230, Page 86 and further described below.

TRACT 1

Tax Map 222 – Lot 10, Tax Map 223 – Lot 18, Tax Map 226 – Lots 1 & 2

All bearings of this description are turned from grid north based on the New Hampshire State Plane Coordinate System and all distances are based on the current survey.

Beginning at drill hole set in a corner of a stonewall on the southerly side of Marsh Road at the northeasterly corner of the herein described premises, said drill hole is located at the northwesterly corner of land now or formerly Donna & Paul Calsimitto, Marie Heres and Patricia Naso; thence

South 37°08'04" West along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 295.42 feet to a drill hole set; thence

South 36°53'14" West along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 260.03 feet to a drill hole set; thence

South 36°15'17" West along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 119.99 feet to a drill hole; thence

South 11°01'28" East along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 58.49 feet to a drill hole set; thence

South 07°52'51" East along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 95.36 feet to a drill hole set; thence

South 09°02'42" East along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 165.49 feet to a drill hole set; thence

South 13°41'47" East along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 41.67 feet to a drill hole set; thence

South 08°49'56" East along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 106.70 feet to a drill hole set; thence

South 05°21'14" East along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 50.63 feet to a drill hole set; thence

South 12°04'42" East along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 77.73 feet to a drill hole set; thence

South 19°13'18" East along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 81.82 feet to a drill hole set; thence

South 12°49'00" East along said stonewall and land of said Calsimitto, Heres & Naso, a distance of 319.79 feet to a drill hole set at the end of said stonewall; thence

South 11°40'13" East along land of said Calsimitto, Heres & Naso and land now or formerly Gloria I. Rhodes Revocable Trust of 2002, a distance of 2,697.13 feet to an iron rod set at the top of the bank of Union Meadows; thence

Southwesterly, northwesterly, northerly, westerly, southerly, northwesterly and northerly (as shown on said plan) along the northerly side of said Union Meadows, an approximate distance of 4,050' to a point approximately 50' southerly of the thread of the South Branch River; thence

Northerly along the thread of said South Branch River, an approximate distance of 4,260 feet to said Marsh Road; thence

North 61°19'33" East along said Marsh Road, a distance of 121.54 feet to an iron rod set; thence

Northeasterly along said Marsh Road by a curve to the right having a radius of 500.00 feet, a distance of 222.56 feet to an iron rod set; thence

North 86°49'45" East along said Marsh Road, a distance of 188.75 feet to an iron rod set; thence

Easterly along said Marsh Road by a curve to the right having a radius of 300.00 feet, a distance of 77.52 feet to an iron rod set; thence

South 78°21'57" East along said Marsh Road, a distance of 149.21 feet to an iron rod set; thence

South 84°15'23" East along said Marsh Road, a distance of 254.47 feet to an iron rod set; thence

South 76°20'59" East along said Marsh Road, a distance of 33.73 feet to a drill hole set in a corner of a stonewall; thence

South 76°20'59" East along said stonewall and said Marsh Road, a distance of 33.73 feet to a drill hole set; thence

South 58°58'28" East along said stonewall and said Marsh Road, a distance of 110.15 feet to a drill hole set; thence

South 58°45'12" East along said stonewall and said Marsh Road, a distance of 102.63 feet to a drill hole set at the end of said stonewall; thence

South 53°16'57" East along said Marsh Road, a distance of 195.51 feet to the point of beginning.

Excepting and reserving from said parcel is the Page Cemetery, shown as Tax Map 223 Lot 17. Said Page Cemetery is further described as follows:

Beginning at a drill hole set at the southeasterly corner of said Page Cemetery, said drill hole is located North 21°25'36" West, a distance of 309.41 feet from a drill hole set in a stonewall located 555.45' southwesterly of Marsh Road; thence

North 06°28'28" West along said stonewall, a distance of 33.83 feet to a drill hole set; thence

South 82°15'01" West along said stonewall, a distance of 31.50 feet to a drill hole set; thence

South 09°07'09" East along said stonewall, a distance of 34.53 feet to a drill hole set; thence

North 80°54'56" East along said stonewall, a distance of 29.93 feet to the point of beginning.

Said Page Cemetery containing approximately 1,050 square feet.

Meaning and intending to describe and convey all and the same premises as described in Fiduciary Deed from Virginia E. Harding, as Executrix under the Will of Flora Belle Weber to Virginia E. Harding, as Trustee of the Flora Belle Weber Educational Trust dated December 15, 2004, and recorded in the Carroll County Registry of Deeds at book 2372, Page 88 on December 20, 2004. The said Flora Belle Weber deceased May 24, 2004, a resident of Florida (administered in the Seventh Judicial Circuit in and for Flagler County, Florida, Docket No. 04-316-CP. See also Carroll County Probate Court Docket # 2004-0293.

Also meaning and intending to describe and convey Parcels 1 and 2 as described in Fiduciary Deed from Virginia Harding as Executrix under the will of Grace E. Felker, duly admitted to probate at the Carroll County Probate Court, Ossipee, NH (Docket No. 2005-0117) to Virginia E. Harding as trustee of the Virginia E. Harding Trust and recorded at the Carroll County Registry of Deeds, Book 2496, Page 465.

Said Tract 1 contains approximately 0121.92 acres and is subject to all matters, easements or rights either shown or noted on said plan

TRACT 2
Tax Map 223 – Lot 15

All bearings of this description are turned from grid north based on the New Hampshire State Plane Coordinate System and all distances are based on the current survey.

Beginning at an iron rod set on the northerly side of Marsh Road at the southwesterly corner of the herein described premises, said iron rod is located at the southeasterly corner of land now or formerly Boston & Maine Railroad; thence

North 06°18'04" West along land of said Railroad, a distance of 99.00 feet to an iron rod set at land now or formerly Virginia E. Harding Trust; thence

South 32°02'13" East along land of said Harding Trust, a distance of 88.17 feet to an iron rod set on said Marsh Road; thence

South 56°36'47" West along said Marsh Road, a distance of 43.00 feet to the point of beginning.

Meaning and intending to describe and convey Parcel 3 as described in Fiduciary Deed from Virginia Harding as Executrix under the will of Grace E. Felker, duly admitted to probate at the Carroll County Probate Court, Ossipee, NH (Docket No. 2005-0117) to Virginia E. Harding as trustee of the Virginia E. Harding Trust and recorded at the Carroll County Registry of Deeds, Book 2496, Page 465.

Said Tract 2 contains approximately 0.04 acres and is subject to all matters, easements or rights either shown or noted on said plan

EXHIBIT B
Notice of Federal Grant Agreement

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the above described Property(hereinafter "PROPERTY") is acquired in part with federal funds received from the Wildlife Restoration Program administered by the U.S. Fish and Wildlife Service, Division of Federal Assistance and its successors and assigns (hereinafter "SERVICE") and that the PROPERTY is subject to all the terms and conditions of Grant Agreement Number F12AF01379 (W-101-L-1) (hereinafter "GRANT AGREEMENT" between the Service and the Department). A copy of the Grant Agreement is kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

The Department acknowledges that the PROPERTY, which is the subject of this Grant Agreement, is acquired for the approved purpose of permanent protection of wild birds and mammals and their habitats. The Department further acknowledges that the PROPERTY will be administered for the long-term protection of these habitats and species dependent thereon. The Department, as the Grant Recipient hereby acknowledge that they are responsible for ensuring that the PROPERTY is used and will continue to be used for the approved purpose for which it is acquired and that the PROPERTY may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of the Regional Director of the U.S. Fish and Wildlife Service.

If the Department loses control of the PROPERTY, control must be fully restored to the Department or the PROPERTY must be replaced, within three years, with a like property of equal value at current market prices and equal benefits. Further, if the PROPERTY is used for activities that interfere with the accomplishment of the approved purpose, the violating activities shall cease and any resulting adverse effects shall be remedied.

If the Department determines that the PROPERTY is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either (1) acquire a property or other interest in land of equal value that serves the same approved purpose as the original property and manage the newly acquired property or other interest in land for the same purposes specified in the original Grant Agreement, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price, or to repay the Service, in cash, the proportionate federal share of the current fair market value of the PROPERTY, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the PROPERTY to the Service or to a third-party designated or approved by the Service.

The Department, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to terms and conditions associated with Grant Agreement F12AF01379 (W-101-L-1).

By: _____

Glenn Normandeau, Executive Director

Date: _____, 2013

The State of New Hampshire

County of Merrimack

Personally appeared Glenn Normandeau, Executive Director of the New Hampshire Fish and Game Department, this _____ day of _____, 2013, and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.

Before me. _____

Justice of Peace/Notary Public

My Commission Expires: _____

Mark R. Dunn

Attorney-At-Law
Admitted in NH & ME

24 Montgomery Street
Concord, NH 03301

Tel: (603) 228-4413
Fax: (603) 224-3055

March 8, 2013

Mr. Michael Speltz
Land Protection Specialist
Society for the Protection of New Hampshire Forests
54 Portsmouth Street
Concord, NH 03301

RE: Examination of Title to property on the S/S Marsh Road
being Tax Lots 223-15 (Old Tax Map 18-2), 223-18 (Old
Tax Map 18-7 and 222-10 & 226-2 (Old Tax Map 18-6) all
as shown on plan at Plan Book 230, Page 86

Opinion of Title

Dear Mr. Speltz:

Pursuant to your request, I have examined the properly indexed records in the Carroll County Registry of Deeds and Probate commencing on October 24, 1942 and ending on March 5, 2013 @ 5:00 PM. I believe that the following report of title correctly refers to all properly indexed items made of record during this period that presently affect the title, except as stated below. All instruments appear to be in the proper form and to have been properly signed, sealed, witnessed and acknowledged, except as noted herein.

During the period of the search, I found record title to the premises to be as followed:

Vested in Virginia E. Harding, Trustee of the Virginia E. harding Trust u/d/t 09/10/1990 by virtue of a Fiduciary Deed of Virginia E. Harding, Executrix u/w/o Grace E. Felker dated January 5, 2006 and recorded at Book 2496, Page 465 in the Carroll County Registry of Deeds.

I found no further conveyances, undischarged mortgages, unredeemed tax sales, attachments or other instruments affecting the title to the subject premises to have been recorded during the period covered by the examination, except as noted below.

Based on the results of my examination as of the latter date, I am of the opinion that good and marketable title to the premises is vested in the above named person subject, however, to the following reservations and encumbrances:

- A. Subject to a Current Use Tax Notice in favor of the Town of Wakefield recorded June 29, 1976 at Book 629, Page 428 in the Carroll County Registry of Deeds placing Old Tax Map 18, Tax Lots 2, 6 & 7 (77 acres) in current use tax classification. Said Notice makes reference to the property described in Book 280, Page 118;
- B. Subject to a Current Use Tax Notice in favor of the Town of Wakefield recorded July 28, 1977 at Book 669, Page 58 in said Registry placing Old Tax Map 18, Tax Lots 2, 6 & 7 totalling 77 acres in current use tax classification.

There are certain possible or latent defects in some titles to real property which an examining attorney cannot discover from a search of registry records. For this reason, the following matters are excepted from this Opinion of Title.

1. Unpaid semi-annual and/or annual real estate taxes on the premises, if any.
2. Any conditions or state of facts which would be disclosed by inspection of the premises and/or an adequate engineering survey (including the exact geographical location of the premises).
3. The rights of persons in possessions and of those claiming under leases for a term of less than seven years.
4. Any bankruptcy proceedings other than those of the immediate grantor and any and all provisions of any public or private laws, whether federal, state, county, municipal or otherwise, and any codes, ordinances, regulations or rulings promulgated thereunder or in relation thereto, affecting the disposition, use and/or occupancy of the premises.
5. Liens, whether presently existing or hereafter arising in account of any indebtedness or liability to the State of New Hampshire arising pursuant to the provisions of NH RSA 147-B (Hazardous Waste Clean-up Fund) not disclosed by public records, and any forfeitures or confiscation of property under NH RSA 147-A (Hazardous Waste Management Act).

6. Examination indicates that there are no mechanic's or labor liens if record against the premises, but liens of this nature may be perfected within one hundred twenty (120) days from the last date services are rendered or materials furnished by contractors and/or suppliers.

7. Questions as to possible encroachments, whether or not the buildings and improvements are located entirely within the described premises, whether or not the roadways serving the premises are accepted, or are private, and the availability of public water supply, septic or storm drainage and other utilities to the premises.

8. Any disability of the grantors in the chain of title, any forgery on an instrument in the chain of title, any fraudulent or mistaken identity of a record title holder due to similar or identical names, any registry error in the record, the rights, if any, of undisclosed heirs, any exercise of a power of attorney under death or disability of the creator of the power and any defects in conveyances in the chain due to the lack of delivery.

9. Federal tax liens and other liens on after-acquired property.

This Opinion of Title is for the exclusive use of the Society for the Protection of New Hampshire Forests with regard to taking a conservation easement on the subject premises on or about the date hereof. Any other use by any other person or entity without prior written permission of the undersigned attorney is prohibited and without any force and effect.

Any unpermitted use of this Opinion of Title by any other person or entity imposes no liability on the undersigned attorney for any purported claim arising thereunder.

Sincerely,


Mark R. Dunn

Mark R. Dunn

Attorney-At-Law
Admitted in NH & ME

24 Montgomery Street
Concord, NH 03301

Tel: (603) 228-4413
Fax: (603) 224-3055

March 8, 2013

Mr. Michael Speltz
Land Protection Specialist
Society for the Protection of New Hampshire Forests
54 Portsmouth Street
Concord, NH 03301

RE: Examination of Title to property south of the S/S Marsh
Road being Tax Lot 226-1 as shown on plan at Plan Book
230, Pages 86 & 87

Opinion of Title

Dear Mr. Speltz:

Pursuant to your request, I have examined the properly indexed records in the Carroll County Registry of Deeds and Probate commencing on December 21, 1971 and ending on March 5, 2013 @ 5:00 PM. I believe that the following report of title correctly refers to all properly indexed items made of record during this period that presently affect the title, except as stated below. All instruments appear to be in the proper form and to have been properly signed, sealed, witnessed and acknowledged, except as noted herein.

During the period of the search, I found record title to the premises to be as followed:

Vested in Virginia E. Harding, Trustee of the Flora Belle Weber Educational Trust by virtue of a Fiduciary Deed of Virginia E. Harding, Executrix u/w/o Flora Belle Weber dated December 15, 2004 and recorded at Book 2372, Page 88 in the Carroll County Registry of Deeds.

I found no further conveyances, undischarged mortgages, unredeemed tax sales, attachments or other instruments affecting the title to the subject premises to have been recorded during the period covered by the examination, except as noted below.

Based on the results of my examination as of the latter date, I am of the opinion that good and marketable title to the premises is vested in the above named person subject, however, to the following reservations and encumbrances:

- A. Subject to a Current Use Tax Notice in favor of the Town of Wakefield dated April 22, 2010 and recorded at Book 2863, Page 329 in the Carroll County Registry of Deeds placing Tax Lot 226-1, containing 63 acres, more or, less, in current use tax classification. Said Notice makes reference to the property described in Book 507, Page 322;

There are certain possible or latent defects in some titles to real property which an examining attorney cannot discover from a search of registry records. For this reason, the following matters are excepted from this Opinion of Title.

1. Unpaid semi-annual and/or annual real estate taxes on the premises, if any.
2. Any conditions or state of facts which would be disclosed by inspection of the premises and/or an adequate engineering survey (including the exact geographical location of the premises).
3. The rights of persons in possessions and of those claiming under leases for a term of less than seven years.
4. Any bankruptcy proceedings other than those of the immediate grantor and any and all provisions of any public or private laws, whether federal, state, county, municipal or otherwise, and any codes, ordinances, regulations or rulings promulgated thereunder or in relation thereto, affecting the disposition, use and/or occupancy of the premises.
5. Liens, whether presently existing or hereafter arising in account of any indebtedness or liability to the State of New Hampshire arising pursuant to the provisions of NH RSA 147-B (Hazardous Waste Clean-up Fund) not disclosed by public records, and any forfeitures or confiscation of property under NH RSA 147-A (Hazardous Waste Management Act).
6. Examination indicates that there are no mechanic's or labor liens if record against the premises, but liens of this nature may be perfected within one hundred twenty (120) days from the last date services are rendered or materials furnished by contractors and/or suppliers.

7. Questions as to possible encroachments, whether or not the buildings and improvements are located entirely within the described premises, whether or not the roadways serving the premises are accepted, or are private, and the availability of public water supply, septic or storm drainage and other utilities to the premises.

8. Any disability of the grantors in the chain of title, any forgery on an instrument in the chain of title, any fraudulent or mistaken identity of a record title holder due to similar or identical names, any registry error in the record, the rights, if any, of undisclosed heirs, any exercise of a power of attorney under death or disability of the creator of the power and any defects in conveyances in the chain due to the lack of delivery.

9. Federal tax liens and other liens on after-acquired property.

This Opinion of Title is for the exclusive use of the Society for the Protection of New Hampshire Forests with regard to taking a conservation easement on the subject premises on or about the date hereof. Any other use by any other person or entity without prior written permission of the undersigned attorney is prohibited and without any force and effect.

Any unpermitted use of this Opinion of Title by any other person or entity imposes no liability on the undersigned attorney for any purported claim arising thereunder.

Sincerely,


Mark R. Dunn

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this 9 day of Feb, 2013, between the Seller, **VIRGINIA HARDING, TRUSTEE OF THE FLORA BELLE WEBER EDUCATIONAL TRUST AND TRUSTEE OF THE VIRGINIA E. HARDING TRUST**, both of 2727 South Atlantic Avenue, ^(or) Daytona Beach Shores, Volusia County, State of Florida, and the Buyer, **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS** of 54 Portsmouth Street, Concord, Merrimack County, State of New Hampshire 03301.

WITNESSETH:

1) The Seller agrees to sell and convey, and the Buyer agrees to buy certain real estate ("**Property**") located in Wakefield, New Hampshire, as described on Wakefield, New Hampshire Tax Maps as follows: Map 226, Lots 1 (63 acres, more or less) and 2 (30 acres, more or less); Map 222, Lot 10 (4.5 acres, more or less); Map 223, Lots 15 (0.05 acres, more or less) and 18 (17 acres, more or less) for direct conveyance from Seller to the NH Fish & Game Department acting by and for the state of New Hampshire (the Grantee). Buyer is NOT agent for Grantee;

and more particularly described in the deeds recorded in the Carroll County Registry of Deeds at Book 2372, Page 88 (Map 226, Lot 1) and Book 2496, Page 465 (Map 222, Lot 10; Map 223, Lots 15 and 18; and Map 226, Lot 2), a copy of which recorded deeds are attached hereto and made a part hereof as Attachment A, and in a survey plan, consisting of two sheets, entitled "Boundary Plan of Land, Map 222, Lot 10; Map 223, Lots 15 & 18; Map 226, Lots 1 & 2; Marsh Road Wakefield, NH" prepared by Eric C. Mitchell & Assoc., Inc., dated May 31, 2012 and last revised June 4, 2012, and to be recorded in said Registry.

2) **Selling Price** is One Hundred Fifty Thousand Dollars (\$150,000.00). Deposit, receipt of which is hereby acknowledged, in the sum of One Hundred Dollars (\$100.00) in the form of corporate check to be held in escrow by Mark R. Dunn, Esq. as Escrow Agent of 24 Montgomery Street, Concord, NH 03301. And the balance of One Hundred Forty Nine Thousand Nine Hundred Dollars (\$149,900.00) is to be paid to Seller on date of transfer of title in the form of corporate check.

3) **Contingency.** This Agreement is contingent upon Buyer raising the total funds in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) by June 30, 2013. If Buyer is unable to raise this total and so notifies Seller in writing on or before July 15, 2013, time being of the essence with respect thereto, this Agreement shall thereupon become null and void and Buyer's deposits shall be returned in full by Escrow Agent, after which neither Seller nor Buyer shall have further obligation to the other under this Agreement. In the event Buyer has not notified Seller in writing of Buyer's inability to raise said total by the above-specified date, this contingency shall lapse.

4) **Deed.** Seller agrees to deliver at Seller's own expense a duly executed good and sufficient Warranty Deed of the property, conveying good and clear record, marketable and insurable title thereto to Grantee. Said Deed shall be developed by the Grantee at its expense and shall describe the Property by the applicable metes and bounds set forth by the aforesaid Plan.

5) **Title.** If Buyer desires an examination of title, Buyer shall pay the cost thereof. If the Buyer finds defect(s) in the title to any of the lands which together make up the Property to which it objects, it shall so notify the Seller in writing specifying the defect(s) to which the Buyer objects. Upon receipt of such notification the Seller shall within sixty (60) days thereafter remove said defect(s) to the extent practicable. If Buyer determines that the title is found not to be marketable or not clear of record or not insurable or the Seller is unable to remove the defect(s) to which the Buyer objects within said period, this Agreement may be rescinded at the option of Buyer and deposit shall be refunded to Buyer or Buyer may elect to accept such title as Seller can convey without diminution in the selling price.

6) **Hazardous Materials.**

a) Seller warrants to the best of Seller's knowledge and belief that during the period that Seller has owned, and will own, the Property it was not, and will not be, used for the storage, generation or disposal of hazardous waste or hazardous materials as those terms are defined under applicable federal, state and local statutes, ordinances and regulations and that, to the best of Seller's knowledge, said Property was not used for any such purposes prior to the time Seller acquired title thereto. Seller further warrants that Seller has found no evidence of hazardous waste or hazardous material on or affecting said land. These warranties shall survive the closing of the transaction contemplated by this Agreement.

b) If Buyer performs an environmental assessment and finds said Property contains hazardous waste or hazardous materials to which Buyer objects, Buyer may then rescind this Agreement and receive return of Buyer's deposit(s) by so notifying Seller no later than July 15, 2013, or else Buyer shall be deemed to have waived such objections. If such assessment is performed, Buyer agrees that qualified experts will be engaged, that Buyer shall exercise said right to rescind, if at all, promptly following receipt of the assessment report but not later than the above-specified date and will therewith provide Seller with a copy of said report.

7) **Notices.** Any notice, request, instruction or other document given or required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the address of the recipient party set forth at the beginning of this Agreement.

8) **Transfer of Title.** On July 31, 2013, at 2:00 p.m. at the Carroll County Registry of Deeds in Ossipee, New Hampshire, unless another time and place shall be agreed upon in writing by Seller and Buyer. Seller and Buyer concur that title shall pass directly from Seller to the State of New Hampshire, acting by and through its New Hampshire Fish & Game Department as Grantee.

9) **Prorations.** Taxes and special assessments shall be prorated as of date title is transferred to Buyer.

10) **Possession.** Possession of the Property in the same condition as of the date of this Agreement reasonable use, wear and tear excepted, is to be given upon transfer of title, free of all tenants, personal property and encumbrances not specifically excepted in this Agreement or not stated in the deeds which constitute Attachment A hereto. Seller shall neither cut nor remove forest products, nor extract or remove sand, gravel, or other natural resources from the Property after the date of this Agreement.

V&H

11) **Broker.** The parties hereto agree that no real estate broker or representative thereof brought about this sale as agent of either Seller or Buyer or Grantee. However, Seller agrees that Seller is solely responsible for payment of any Broker's commission and disbursements by reason of this Agreement or the sale and purchase contemplated hereby.

12) **Interpleader Provisions.** In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay said deposit monies to the Clerk of the Court of proper jurisdiction in an Action of Interpleader, providing each party with notices thereof; and thereupon the Escrow Agent shall be discharged from its obligations as recited herein and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties hereto agree that the Escrow Agent may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of said Court.

13) **Agreement Binding.** This Agreement, except as otherwise provided herein, shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

14) **Liquidated Damages.** If Buyer shall default in the performance of Buyer's obligations under this Agreement, the amount of the deposit(s) shall become the property of the Seller as reasonable liquidated damages in full discharge and satisfaction of Buyer's obligations hereunder.

15) **Prior statements.** All representations, statements, and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on the other's behalf.

16) **Additional Provisions.**

a) Upon notice to Seller Buyer, its agents and employees, may enter the Property for purposes of making measurements, surveys and environmental assessments, fundraising activities and generally examining the premises at Buyer's sole risk and expense.

b) The Property is subject to current use taxation under the provisions of RSA 79-A, as amended.

c) Seller makes the following disclosures with respect to the existing garage located on the Property on Tax Map 222-10:

DISCLOSURE REQUIRED BY RSA 477:4-a, RSA 477:4-c and RSA 477:4-d AS TO RADON GAS, LEAD PAINT, WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS, AND INSULATION (applicable to transfers which include one or more buildings):

A. **Radon Gas:** Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

B. **Lead Paint:** Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children

0911

and pregnant women. Tests are available to determine whether lead is present.

C. **Water Supply System:** There are no buildings on the property connected to a water supply system. There is a well on the property, but its functionality is unknown.

D. **Sewage Disposal System:** The property is not serviced by an operational sewage disposal system.

E. **Insulation:** None.

WITNESS the signatures of the above parties as of the day and year first above written.

SELLER:

Virginia E Harding TTEE
Virginia Harding, Sole Trustee, Flore Belle Weber Educational Trust

Dawn RH Yeatch
Witness to both

Virginia E Harding
Virginia Harding, Sole Trustee, Virginia E. Harding Trust

SOCIETY FOR THE PROTECTION OF
NEW HAMPSHIRE FORESTS, Buyer

Michael J. Kelly
Dawn RH Yeatch
Witness

By: Jane C. Depley
Its President/Forester
Duly authorized

DEH

CONFIDENTIAL

Phase I - Environmental Site Assessment Union Meadows Marsh Road Property Wakefield, New Hampshire

1. EXECUTIVE SUMMARY

At the request of the Town of Wakefield Conservation Commission (WCC), Environmental Professional Irene Grace Garvey of Abenaki Environmental Services (Abenaki) performed an All Appropriate Inquiry Phase I Environmental Site Assessment (ESA) of the Union Meadows Marsh Road Property (Property) located entirely within the Town of Wakefield, Carroll County, New Hampshire (NH).

The subject Property is approximately 122 acres in size and is comprised of the following parcels of land:

tax map/lot 222-10; 4.52 acres in size
tax map/lot 223-15; 0.04 acres in size
tax map/lot 223-18; 16.40 acres in size
tax map/lot 226 - 1; 68.00 acres in size
tax map/lot 226 - 2; 33.00 acres in size

A compilation of the Town's tax maps depicting these lots is found in Appendix A.

The ESA was completed in accordance with the scope and limitations as set forth in ASTM, Practice E-1527-05 guidelines and standards. The Scope of Work for this ESA was conducted to document current environmental conditions, past uses of the Property, and to evaluate the potential for the presence of "*recognized environmental conditions*" and hence potential liabilities, as defined in the ASTM Designation E-1527-05, "Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process." This ESA was also conducted in compliance with all NH Land and Community Heritage Investment Authority (LCHIP) standards and requirements.

The information reviewed and data gathered during this ESA did not indicate the potential existence of *recognized environmental conditions* on or in association with the Property.

2.0 INTRODUCTION

2.1 Purpose

The purpose for performing this ESA, as noted, was to document current environmental conditions of the Property and to evaluate the presence of real or potential "*recognized*

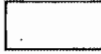






UNION MEADOWS CE - Conservation or Public Land



Digital data in NH GRANIT represent the efforts of the contributing agencies to record information from the cited source materials. Complex Systems Research Center (CSRC), under contract to the Office of Energy & Planning (NHOEP), and in consultation with cooperating agencies, maintains a continuing program to identify and correct errors in these data. NHOEP, CSRC, NHFGD and the cooperating agencies make no claim as to the validity or reliability or to any implied uses of these data.

CONSERVATION/PUBLIC LAND by Primary Protecting Agency

-  Town/County
-  Federal Agency
-  State Agency
-  Other Public Entity
-  Private Organization



0 0.25 0.5 Miles

NHFGD 25 July 2012



State of New Hampshire Department of State

CERTIFICATE

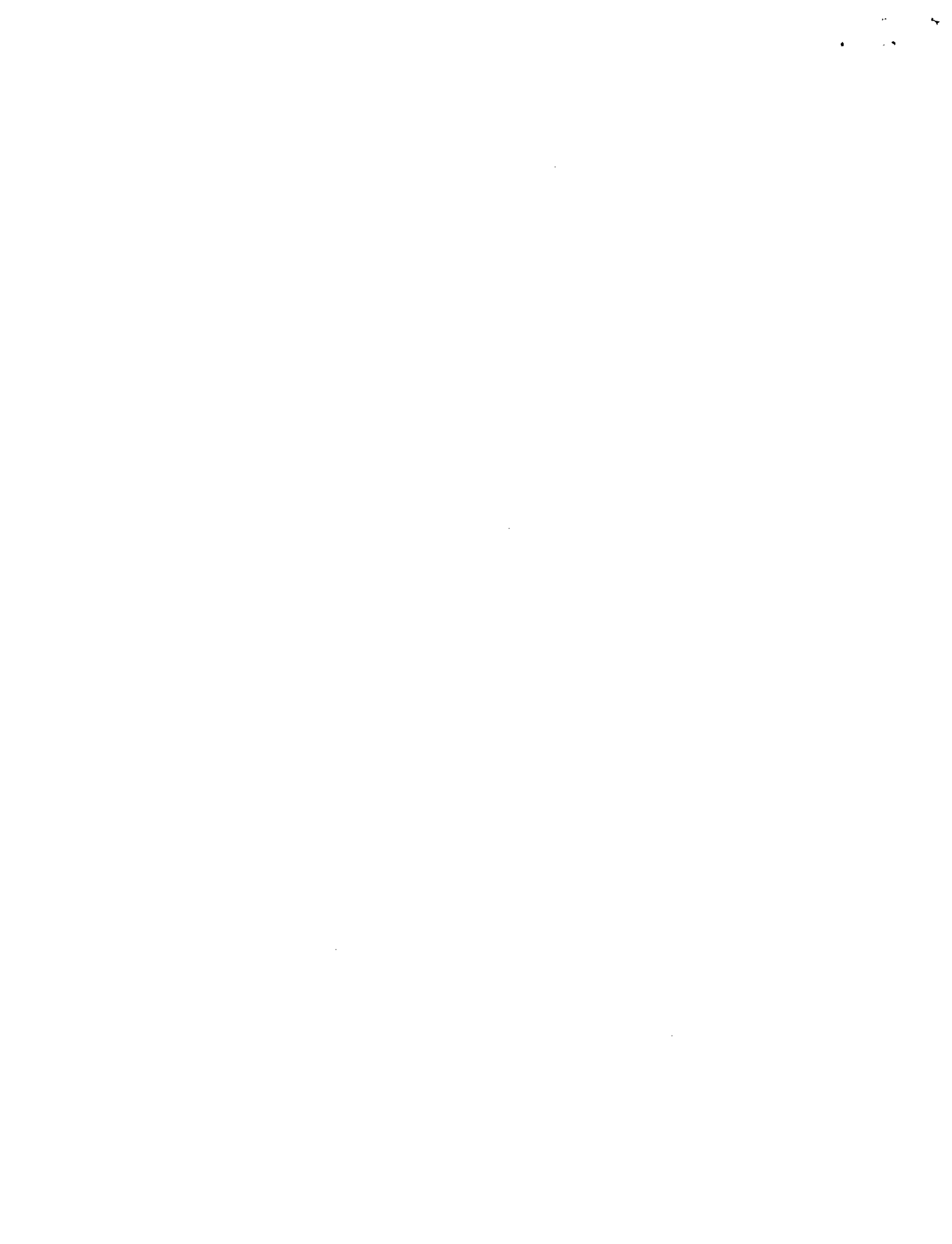
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS is a New Hampshire nonprofit corporation formed March 3, 1910. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of December A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



54 Portsmouth Street
Concord, NH 03301

Tel. 603.224.9945
Fax 603.228.0423

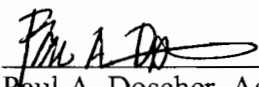
info@forestsociety.org
www.forestsociety.org

EXCERPT

Be it noted that the Board of Trustees of the Society for the Protection of New Hampshire Forests, in telephone vote taken on February 16, 2007


VOTED to authorize Jane A. Difley, President/Forester, and Susanne Kibler-Hacker, Assistant Treasurer, to sign all contracts; checks, drafts and orders drawn on SPNHF General Funds or Restricted funds; and that they are hereby authorized to deposit checks and drafts payable to this Corporation; and further are authorized to sell, assign, and endorse for transfer, certificates representing stocks, bonds, annuities, or other securities now registered or hereafter registered in the name of this Corporation.

As the duly authorized Assistant Secretary of the Society for the Protection of New Hampshire Forests, having been appointed at the meeting of February 4, 1999, I hereby confirm that the above Vote was taken by said Executive Committee on February 16, 2007



Paul A. Doscher, Assistant Secretary

Attested:



Karen M. Rose, Notary Public
Commission expires: 11-17-15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C No. Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C No.): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Society for the Protection of NH Forests 54 Portsmouth Street Concord NH 03301	INSURER A: Markel	
	INSURER B: First Comp	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES **CERTIFICATE NUMBER:** 2013 w/ 2013 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		8502SS333595	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		8502SS333595	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	4602SS333596-3	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC0132704-02	2/14/2013	2/14/2014	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER NH Dept of Fish & Game Attn: Rich Cook 11 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat Mack</i>

