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New Hampshire Fish and Game Department

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October 23, 2015

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

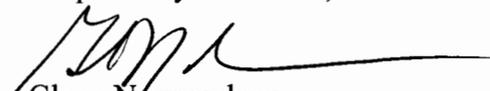
REQUESTED ACTION

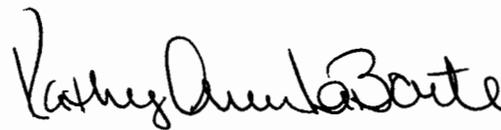
Authorize the New Hampshire Fish and Game Department (NHFG) to accept the transfer of a conservation easement on 31 acres in Loudon from ABJEH Realty LLC effective upon Governor and Council approval.

EXPLANATION

NHFG seeks authority to accept the transfer of a conservation easement on 31 acres in Loudon. This easement is being offered at no cost to NHFG as mitigation for impacts associated with the commercial development of the adjoining property. The conservation easement parcels has over 2400 feet of frontage on the Soucook River. It abuts two properties on which the Department currently holds conservation easement and will be open to the public for low impact recreation.

Respectfully submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division

STATE OF NEW HAMPSHIRE
Inter-Department Communication

DATE: October 20, 2015

FROM: Christopher G. Aslin **AT (OFFICE)** Department of Justice
Assistant Attorney General Environmental Protection Bureau

SUBJECT: ABJEH Realty LLC Conservation Easement

TO: Richard A. Cook, Land Agent
Facilities & Land Division
Fish & Game Department

Please note that the Office of the Attorney General has reviewed this easement and approves it for form and substance only. Following approval by Governor and Council, please submit the fully executed conservation easement deed for approval prior to recordation.



Christopher G. Aslin

/cmc
Attachments

RETURN TO:

The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-B:2(I) it is exempt from the New Hampshire Real Estate Transfer Tax

Conservation Easement Deed

ABJEH REALTY LLC, a New Hampshire limited liability company with an address care of Pleasant View Gardens, Inc., 7316 Pleasant Street, Loudon, New Hampshire 03307 (hereinafter referred to as the "Grantor", which word includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's successors and assigns), for consideration paid, with WARRANTY covenants, grants in perpetuity to the **STATE OF NEW HAMPSHIRE**, acting by and through the **FISH AND GAME DEPARTMENT**, with a principal office at 11 Hazen Drive, City of Concord, State of New Hampshire 03301 (hereinafter referred to as the "Grantee", which word includes the plural and shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), a Conservation Easement hereinafter (hereinafter "Easement") described with respect to a certain area of land with any improvements thereon, consisting of approximately 31 acres, situated near Route 106 and along the Soucook River in the Town of Loudon, County of Merrimack, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof (the "Property").

The Property is a portion of property located at 662 Route 106 North, and identified as Assessors Map 50, Lot 6. It is depicted on a plan entitled "Conservation Easement Plan, New England Flower Farms, LLC, Assessors Map 50, Lot 6, NH Route 106, Loudon, New Hampshire," prepared by T.F. Bernier, Inc., with revisions through _____, 2015 (the "Plan"), said Plan to be recorded in the Merrimack County Registry of Deeds at even or near date. The land which is subject to the Easement was conveyed to the Grantor by deed dated August __, 2015, and recorded in the Merrimack County Registry of Deeds at Book _____, Page _____.

The Easement granted hereunder is conveyed subject to a Third Party Right of Enforcement granted to the **STATE OF NEW HAMPSHIRE**, acting through its Department of Environmental Services with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03301. Said right is more fully described in Section 9, below. The Grantee has identified the area as critical wildlife habitat which includes extensive wetland and shoreland habitat, and the Property provides significant habitat for waterfowl and numerous other species of wildlife.

1. PURPOSES.

The Easement hereby granted is pursuant to NH RSA 477:45-47, and received as a required condition under New Hampshire Department of Environmental Services, Wetlands Bureau File Number 2015-01704. The Easement hereby granted exclusively for the following conservation purposes namely:

A. The conservation of lands identified as “Highest Quality Habitat in the Region by ecological condition” in the New Hampshire Wildlife Action Plan and containing a diversity of habitats including floodplain forest, wetlands , turtle nesting areas and upland forest;

B. The preservation and conservation of wetlands vegetation, soils, hydrology and/or habitat as documented in the baseline documentation report dated _____, 2015, entitled " Baseline Documentation Report, ABJEH Realty, LLC, Loudon, NH (“the "Report"), which Report is on file with the Grantee and at the office of the Department of Environmental Services;

C. The protection of the Property from future development and the conservation and maintenance of the Property and its unique characteristics in the present scenic and substantially open space condition, the preservation of which is important to the public and will serve the public interest in a manner consistent with New Hampshire RSA 477:45-47;

D. To further of the goals of the NH Wildlife Action Plan as well as providing for public use and access to wildlife;

E. To retain the Property forever in its undeveloped state for critical wildlife habitat including any wetland, upland and floodplain forest to prevent any use of the Property that will significantly impair or interfere with its conservation values;

F. To conserve and manage the wildlife habitats, wetlands, uplands, open spaces, and scenic and Conservation Values of which the Property consists, which significant Conservation Values are set forth in detail in the Baseline Documentation Report on file with the Grantor and Grantee.

G. To provide for low-impact, non-commercial, non-motorized, outdoor recreation by the general public for such activities as hiking, bird watching, cross-country skiing, hunting, fishing, and trapping in accordance with New Hampshire RSA 210:11.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the current Master Plan of the Town of Loudon which states, as an objective:

“To preserve the visual character of the Town of Loudon by protecting its, natural, historic, scenic and agricultural resources; To promote the conservation, protection and sound management of the Town’s natural resources”.

They are also consistent with New Hampshire RSA 79-A which states:

"It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. DEFINITIONS

For the purposes hereof, the following definitions shall apply:

A. Forestry: shall include the growing, stocking, cutting, and sale of forest trees of any size for forest products, nursery production and the processing and sale of products produced on the Property (such as maple syrup).

B. Agriculture: shall include animal husbandry, floriculture and horticulture activities, greenhouse agriculture, the growing and removal of sod and the production of plant and animal products for the domestic or commercial purposes, including Christmas trees, and the processing and sale of agricultural products.

C. Wildlife Habitat Management: shall include, but not be limited to, alteration of vegetation and soil and the placement of structures to provide habitat for a wide range of wildlife species; the construction or modification of roads or other access ways and the use of farm or forest equipment for the purpose of performing such activities.

D. Shoreland Buffer: For the purposes hereof, "Shoreland Buffers" shall be the areas within 100 feet of streams, ponds and wetlands as defined below. The Plan recorded herewith and also on file with the Grantor and New Hampshire Fish & Game as part of the baseline documentation, designates the approximate locations of the Shoreland Buffers. In the event of a conflict between the Plan and descriptions set forth above, the latter shall govern.

3. USE LIMITATIONS.

Subject to rights specified in this Section 3 and Section 5, below, any activity on or use of the Property inconsistent with the Purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following use limitations shall apply to the Property except as otherwise specifically provided by the Easement:

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities including forestry and/or agriculture as defined in Sections 2.A and 2.B.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and none of the individual tracts which together comprise the Property shall be conveyed separately from one another.

C. No structure or improvement including, but not limited to, any portion of a septic system, a dwelling, parking lot, educational building, tennis court, swimming pool, dock, athletic field, pavilion, shooting range, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However,

- i.** ancillary structures and improvements including, but not limited to, a wildlife nest structure may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the permitted uses of the Property,
- ii.** unpaved pedestrian trails and wildlife blinds may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the permitted uses of the Property and provided that they are approved in advance by the Grantee.
- iii.** This Section shall not preclude the exercise of any Reserved Right detailed in Section 5, below, which is an exception to this Section.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i.** are commonly necessary in the accomplishment of the permitted uses of the Property ;
- ii.** do not impact wetland soils or hydrology;
- iii.** do not harm state or federally recognized rare, threatened, endangered species or other species of conservation concern, or exemplary natural communities, such determination of harm to be made at the sole discretion of the Grantee and to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State as having responsibility for identification and/or conservation of such species; and
- iv.** are permitted and approved by all federal, state, local, and other governmental entities, as necessary before said activities take place, and do not harm state or federally recognized historical or archeological resources, such determination of harm to be made at the sole discretion of the New Hampshire Division of Historic Resources or the agency then recognized by the State as having responsibility for identification and/or conservation of such resources.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the permitted uses of the Property. No sign face shall exceed 16 square feet in size and no sign shall be artificially illuminated.

F. No mining, quarrying, or excavation of rocks, minerals, gravel, sand, topsoil, or other similar materials shall be permitted on the Property except as necessary in the accomplishment of the permitted uses of the Property, however no rocks,

minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. No use of pesticides or herbicides on the Property shall be permitted unless approved in writing by Grantee, however, within Shoreland Buffers only the use of pesticides and herbicides shall be allowed so long as said use is:

- i.** for the purposes of controlling invasive species only, and
- ii.** limited to chemicals approved for use by the State of New Hampshire and
- iii.** in accordance with the guidelines of State of New Hampshire and the United States Government, provided that, should a conflict exist between the two, the State Government shall prevail.

H. Following the granting of the Easement, the Property shall in no way be used to satisfy the density, frontage or setback requirements of any applicable zoning ordinance or subdivision regulation with respect to the development of any other property, other than the future development of a bio-mass facility on the Grantor's land adjacent to and lying westerly of the Property ("Grantor's Non-Restricted Land"), as said land appears on the Plan, and further subject to the limitation that following the development of the bio-mass facility, the impervious lot coverage on the lot containing the Grantor's Unrestricted Land and the Property, does not exceed 28%.

I. There shall be no dumping, spreading, injection, burning, or burial of biosolids, man-made materials or materials then known to be environmentally hazardous on the Property.

J. Grantor may not permit the use of snowmobiles or non-motorized wheeled vehicles for recreational purposes without prior written approval of Grantee. Approval shall be limited to use only on marked trails sited so as to have no significant negative impact on the Conservation Values protected by this Easement. Notwithstanding the above, the use of motorized wheeled vehicles for recreational purposes shall not be permitted. However, notwithstanding the above, the exercise of motorized, wheeled machinery and equipment in connection with the Reserved Rights described in Section 5, below, shall constitute an exception to this Section 3.

4. STEWARDSHIP RESPONSIBILITIES OF GRANTEE.

To comply with its obligations under this Easement, Grantee shall

- A.** insure an on-the-ground monitoring inspection sufficient to confirm that the Property is being protected and maintained according to the terms of the Easement is conducted at least annually,
- B.** communicate with Grantor annually to insure Grantor understanding and familiarity with its obligations under the terms of this Easement,
- C.** Provide a copy of the annual conservation easement monitoring report to the New Hampshire Department of Environmental Services and the Grantor.

D. Promptly following the sale, conveyance or transfer of the Property, Grantee shall forthwith contact the successor Grantor and inform the successor Grantor of the Easement provisions and obligations.

5. RESERVED RIGHTS OF THE GRANTOR.

Grantor reserves all real property rights not herein explicitly conveyed to the Grantee or restricted or prohibited by this conservation easement. Grantor retains the right to undertake or continue any activity or use of the Property consistent with the Purposes of this Easement as defined in Section 1, above, and not otherwise prohibited by this Conservation Easement including without limitation the following:

A. Subject to the written approval of the Grantee and in accordance with a plan approved by the New Hampshire Department of Environmental Services, the Grantor reserves the right to construct, reconstruct, and maintain structures or make other improvements intended to restore wetland functions and values and/or make wildlife habitat improvements so as to provide enhancement of functions within degraded wetland or riparian systems on the Property, provided that their construction and required maintenance are not detrimental to the Purposes of this Easement. Prior to the commencement of any such activities, all necessary federal, state, local and other governmental permits and approvals shall be secured. Grantor reserves the right to post against vehicles, motorized or otherwise.

B. Subject to written approval from the Grantee, which approval shall not be unreasonably withheld, conditioned or delayed, Grantor reserves the right to cut, trim and otherwise remove trees from the Property, which, at any time in the reasonable judgment of Grantor, block, interfere with or impede sunlight from reaching the greenhouse/growing facilities to be constructed on Grantor's land adjacent to and lying westerly of the Property ("Grantor's Non-Restricted Land").

C. Notwithstanding any provisions in this Easement Deed to the contrary, Grantor reserves the right to maintain the road marked as "haul road" which runs along the easterly side of the Property, for the purpose of gaining access to the easterly side of the Property to cut, trim and remove trees pursuant to the reserved rights in Paragraph 5.B., above.

D. Notwithstanding any provisions in this Easement Deed to the contrary, Grantor reserves the right to remove, fill and restore the soil surface of the Property and accomplish changes to the topography of the Property for the sole purpose of completing grading required in connection with the intended improvements on Grantor's Non-Restricted Land, all as shown on plans entitled "Overall Site Plan, New England Flower Farms, LLC, Assessors Map 50, Lot 6, NH Route 106, Loudon, New Hampshire" and the accompanying detailed site plans (Sheets 3 through 6 of 12), dated May 2015, with revisions through July 27, 2015, said plans on file with the Grantor and Fish & Game Department (the "Grading Plans"). Such grading shall be performed in a manner consistent with Grading Plans approved by the Town of Loudon Planning Board and in compliance with any and all federal, state and local governmental approvals and permits, including any

alteration of terrain permits. Except as otherwise provided in Section 5.A. of this instrument, removal, filling, or restoration work in connection with the soil surface of the Property or to accomplish changes in the topography of the Property following the completion of such work is prohibited.

6. AFFIRMATIVE RIGHTS OF THE GRANTEE.

To accomplish the purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Easement.

A. Through the auspices of the Grantee the public has the right of pedestrian access, in perpetuity, on and across the Property for low-impact, non-commercial recreational activities including but not limited to hunting, fishing, trapping in accordance to RSA 210:11, hiking, cross country skiing and nature observation, in accordance with current laws and regulations. The right of overnight camping, non-recreational motorized access or construction of fires on the Property by the public is not hereby conveyed. The Grantee agrees to cooperate with the Grantor to limit allowed public access and use of the property if the public use is not consistent with the Purposes listed in Sections 1 of this Easement, or when public safety may be at risk.

B. Grantee shall have the right, but not the obligation, to undertake wildlife habitat management activities as defined in Section 2.C. to enhance and maintain the wildlife habitats found on the Property.

C. Grantee and its agents shall have reasonable access to the Property and all of its parts to undertake wildlife management activities and for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

D. Grantee shall have the right but not the obligation to mark and maintain the boundaries of the Easement.

7. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE.

Grantor agrees to notify the Grantee in writing at least 30 days before the transfer of title to the Property. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed. The Grantor and the Grantee shall together notify the New Hampshire Department of Environmental Services and the New England District of the U.S. Army Corps of Engineers sixty (60) days prior to transferring title to the Property or to taking any action under Sections 9 and/or 11.

8. BENEFITS AND BURDENS.

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which 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 this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

9. THIRD PARTY RIGHTS OF ENFORCEMENT.

If the Grantee ceases to enforce the Easement conveyed hereby, or fails to enforce it within thirty (30) days after receipt of written notice from the New Hampshire Department of Environmental Services, a qualified organization as specified in Section 8, above (sometimes herein referred to as the "Third Party",) requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Third Party shall have the right to enforce this easement. All reasonable costs of such enforcement shall be paid by the Grantee. The interest held by the Third Party is assignable and transferable, with advance permission of the Grantee and written notice to the Grantor, to any party qualified to become the Grantee's assignee or transferee as specified in Section 8, above. Any such assignee or transferee shall have like power of assignment or transfer.

10. MERGER

Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end, no purchase or transfer of the underlying fee interest in the land which includes the Property by or to the Grantee or the Third Party, or any successor or assign shall be deemed to eliminate the Easement or any portion thereof granted hereunder under the doctrine of "merger" or any other legal doctrine.

11. BREACH OF EASEMENT

- A.** When a breach of this Easement, or conduct by Grantor or anyone within the management, direction, control or supervision of Grantor inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, postage prepaid return receipt requested.
- B.** The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including but not limited to restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this Section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the Purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel

F. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Purposes of this Easement.

12. SEVERABILITY.

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

13. CONDEMNATION/EXTINGUISHMENT.

The Grantor acknowledges that at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee. If a change in conditions takes place which makes impossible or impractical any continued protection of the Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the parties agree that upon a subsequent sale or exchange of the Property, the Grantee shall be entitled to a portion of the net proceeds equal to the proportionate value of the Conservation Easement relative to the fair market value of the Property as a whole (or in the event that the Property is exchanged, the Grantee shall be entitled to an equivalent amount at the time of such exchange). The values of the Grantor and the

Grantee shall be determined by an appraisal prepared by a qualified appraiser at the time of extinguishment.

14. EMINENT DOMAIN.

Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. In such event, the proceeds shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation. All expenses incurred by the Grantor and the Grantee in any such eminent domain action shall be paid out of the recovered proceeds.

15. ADDITIONAL EASEMENT.

Any additional conservation easement on the Property shall require prior approval of the Grantee, and shall not diminish the conservation purposes for which the Property was originally protected. Any future conservation easement shall be conveyed to and accepted and recorded by either the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(I) of the Internal Revenue Code of 1986, as amended, or any qualified organization within the meaning of Section 170(h)(3) of said Code, which 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.

Nothing in this Easement shall be interpreted as a waiver of the State's sovereign immunity.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, we have hereto under set our hands this ____ day of _____, 2015.

GRANTOR:

ABJEH REALTY, LLC

By: _____
Henry L. Huntington
Manager
Duly authorized

THE STATE OF NEW HAMPSHIRE
_____, SS.

I hereby certify that Henry L. Huntington personally appeared before me on this ___ day of _____, 2015, (known to me or satisfactorily proven) to be the person described in the forgoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained.

Before me, _____
Justice of the Peace/Notary Public [seal]

My Commission Expires: _____

Accepted:

The State of New Hampshire, acting through its Fish and Game Department on this day ___ of _____, 2015.

Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

Personally appeared before me on this _____ day of _____, 2015, 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 [seal]
My Commission Expires:_____

Approved by the Governor and Executive Council:

Approval Date: _____ Item #: _____

APPENDIX A

Beginning at the southeastern corner of the herein described tract on the thread of the Soucook River, so called, at land now or formerly of Fillmore Industries, Inc. Thence South $80^{\circ} 41' 42''$ West by said Fillmore Industries, Inc. land a distance of two hundred fifty five and eighty three hundredths (255.83) feet to point; Thence North $88^{\circ} 03' 02''$ West by said Fillmore Industries, Inc. land one hundred thirty one and twenty nine hundredths (131.29) feet to a point; Thence South $86^{\circ} 59' 57''$ West by said Fillmore Industries, Inc. land a distance of one hundred seventy four and sixty eight hundredths (174.68) feet to an iron pin at land now or formerly of Environmental Soil Management; Thence South $83^{\circ} 21' 10''$ West by said Environmental Soil Management land a distance of four hundred seventy five and eighty eight hundredths (475.88) feet to a point; Thence South $81^{\circ} 01' 01''$ West by said Environmental Soil Management land a distance of four hundred forty nine and sixty six hundredth (449.66) feet to a point at the southwest corner of the herein described tract; Thence North $33^{\circ} 03' 45''$ East through land now or formerly of Manchester Sand Gravel & Cement Co. Inc. a distance of three hundred ninety four and fifty seven (394.57) feet to a point; Thence North $38^{\circ} 47' 00''$ East through said Manchester Sand Gravel & Cement Co. Inc. land a distance of six hundred fifteen and eighty hundredths (615.80) feet to a point; Thence North $33^{\circ} 48' 07''$ East through said Manchester Sand Gravel & Cement Co. Inc. land a distance of five hundred ninety eight and seventy one hundredths (597.71) feet to a point; Thence North $42^{\circ} 13' 31''$ East through said Manchester Sand Gravel & Cement Co. Inc. land a distance of three hundred twenty nine and fifty nine hundredths (329.59) feet to a point; Thence North $61^{\circ} 05' 26''$ East through said Manchester Sand Gravel & Cement Co. Inc. land a distance of two hundred seven and seventeen hundredths (207.17) feet to a point; Thence North $14^{\circ} 57' 16''$ East through said Manchester Sand Gravel & Cement Co. Inc. land a distance of one hundred ninety and eighty six hundredths (190.86) feet to a point; Thence North $11^{\circ} 03' 52''$ West through said Manchester Sand Gravel & Cement Co. Inc. land a distance of one hundred eighty five and thirty hundredths (185.30) feet to a point at land now or formerly of NH Speedway, Inc.; Thence North $78^{\circ} 56' 08''$ East by said NH Speedway, Inc. land a distance of two hundred ninety seven and fifty five hundredths (297.55) feet to a point in the thread of the said Soucook River at other land of the said NH Speedway, Inc.; Thence southerly along the thread of the said Soucook River and land of said NH Speedway, Inc. and land now or formerly of Joseph P. Brown a distance of two thousand four hundred thirty nine (2439) feet, more or less, to the point of beginning. Containing 31 Acres, more or less.

ABJEH REALTY, LLC

Action of the Members and the Managers by Written Consent

The undersigned, being the Manager and all of the members of ABJEH REALTY, LLC, a New Hampshire limited liability company (the "Company"), do hereby waive all notice of the time, place and purposes of a meeting of the Manager and the Members of the Company, and consent, pursuant to the Operating Agreement of the Company and the New Hampshire Limited Liability Company Act, to the adoption of the following resolutions with the same force and effect as if adopted at a duly convened meeting of the Members and of the Manager of the Company, and hereby direct that this written Consent be filed with the minutes of the proceedings of the Manager and the Members of the Company:

WHEREAS: It is in the best interests of the Company to enter into a Purchase and Sale Agreement (the "P&S Agreement") for the Company's purchase of real property in Loudon, New Hampshire, identified as 662 Route 106 North (Assessors Map 50, Lot 6), located on the easterly side of Route 106 (the "Premises") for the purchase price of \$775,000.00 (the "Purchase Price") from Manchester Sand, Gravel & Cement Co., Inc. (the "Seller").

WHEREAS: It is in the best interests of the Company to enter into and grant a Conservation Easement Deed (the "Conservation Easement Deed") in which the Company grants to the New Hampshire Fish and Game Department ("NHF&GD") a Conservation Easement with respect to a certain portion of the Premises, consisting of approximately 31 acres located on the easterly side of the Premises, along the Soucook River in Loudon, New Hampshire (the "Conservation Easement").

RESOLVED: To approve and authorize the Company to enter into the P&S Agreement with the Seller to purchase the Premises for the Purchase Price.

RESOLVED: To approve and authorize the Company to execute the Conservation Easement Deed to grant the Conservation Easement to NHF&GD.

RESOLVED: To authorize and direct Henry L. Huntington, the Manager of the Company, by, for and on behalf of the Company to negotiate, execute and deliver any and all agreements, documents, certificates or other documents including, without limitation, the Conservation Easement Deed, and to take any action as he determine necessary or advisable in connection with the preceding resolutions.

RESOLVED: That all actions previously taken by the Manager of the Company in connection with the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respect as the acts and deeds of the Company.

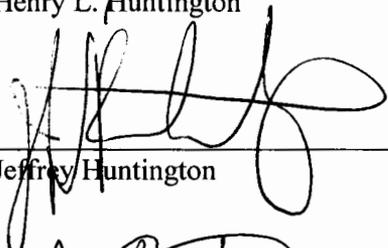
SIGNATURE PAGE FOLLOWS.

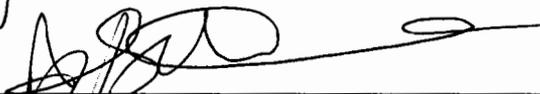
This written consent of ABJEH Realty, LLC may be executed in any number of counterparts, all of which when taken together will constitute a single original consent.

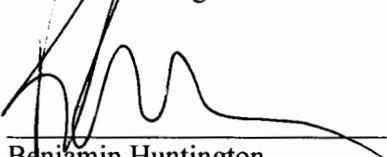
Dated: August 7, 2015

MEMBERS:

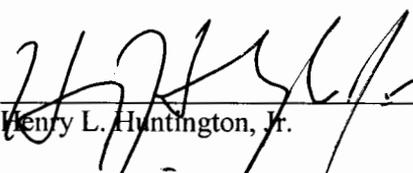

Henry L. Huntington

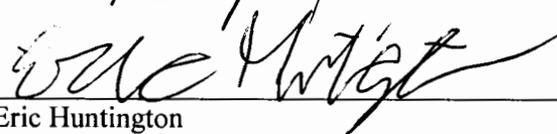

Jeffrey Huntington


Andrew Huntington


Benjamin Huntington


Jonathan Huntington


Henry L. Huntington, Jr.


Eric Huntington

MANAGER:


Henry L. Huntington

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 ABJEH Realty, LLC is a New Hampshire limited liability company filed on July 29, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of July, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State