

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

May 16, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to **retroactively** amend the grant agreement with the Trust for Public Land, Montpelier, NH, Vendor Code 167126-B003 the *Pearl Farm Conservation Easement* modifying the grant completion date from April 30, 2022 to April 30, 2023. No additional funding is involved in this time extension. Effective upon Governor and Council approval. The original grant agreement was approved by Governor and Council on August 5, 2020, item #40. **100% Other Funds** – State Conservation Committee.

EXPLANATION

The Trust for Public Land received a grant to permanently protect a 279- acre multi-generational family farm, protecting agricultural lands and forests. The project was planned to be completed by April 30, 2022, however due to unforeseen delays due to Covid in completing the due diligence for the land transaction, the project will be completed by April 30, 2023. The Trust for Public Land intends to complete the project within the requested grant extension period. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,



Shawn Jasper
Commissioner

Amendment of Contract

The NH State Conservation Committee Department of Agriculture, Markets and Foods and the Trust for Public Land hereby mutually agree to amend the contract for *Pearl Farm Conservation Easement* originally approved by the Governor and Executive Council on August 5, 2020 #40, as follows:

1. Amend General Provision 1.7, Completion Date; from April 30, 2022 to April 30, 2023.
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth.

IN WITNESS WHEREOF, the parties hereto have set their hands.

GRANTEE: Trust for Public Land

J. O'S. P.A.
NAME

5/10/22
Date

Trails Initiative Director
Title

Department of Agriculture, Markets and Foods

Shawn Jasper
Shawn Jasper, Commissioner

5/17/22
Date

Approved as to form, substance and execution

/s/ Stacie M. Maaser
Attorney General

05/17/2022
Date

State of New Hampshire

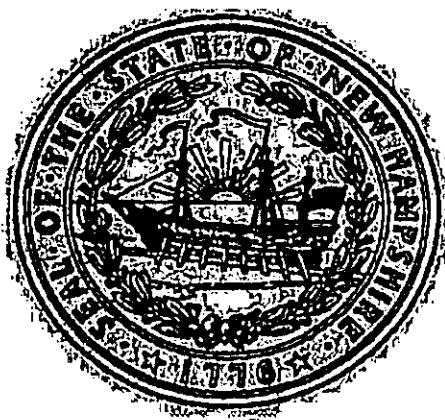
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE TRUST FOR PUBLIC LAND is a California Nonprofit Corporation registered to do business in New Hampshire as TPL-NEW HAMPSHIRE on July 22, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 132712

Certificate Number: 0005761913



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 19th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed seal.

David M. Scanlan

Secretary of State

CERTIFICATE of AUTHORITY

I, Denise K. Mullane (Certifying Officer Name), Assistant Secretary

(Certifying Officer Title) of the The Trust for Public Land (Grantee Name)

do hereby certify that:

1. I am the duly elected Assistant Secretary (Certifying Officer Title);

2. At the meeting held on this date March 9, 2022, the The Trust for Public Land (Grantee Name) voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;

2. The _____ (Grantee Name) has agreed to accept New Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation Committee, Department of Agriculture, Markets and Foods;

3. The The Trust for Public Land (Grantee Name) further authorized the J.T. Horn, Trails Initiative Director (Officer Title) to execute any documents which may be necessary for this contract;

4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

5. The following person has been appointed to and now occupies the office indicated in (3) above:
J.T. Horn

Print (Officer Name)
Trails Initiative Director
Print (Officer Title)

6. I have hereunto set my hand as the


Sign (Certifying Officer Name)
May 10, 2022

Date Signed:

Denise K. Mullane
Print (Certifying Officer Name)
Assistant Secretary
Print (Certifying Officer Title)

CERTIFIED COPY OF A RESOLUTION
ADOPTED BY
THE PROJECT REVIEW COMMITTEE
OF THE TRUST FOR PUBLIC LAND

"RESOLVED, that the Project Review Committee of The Trust for Public Land, under authority delegated to it by the Board of Directors, hereby authorizes (i) exercising the option to acquire a perpetual conservation easement on, over and across approximately 274.92 acres of land in Loudon, Merrimack County, New Hampshire (the "Conservation Easement") from Loudon Ridge Properties, LLC, (ii) directing the Conservation Easement to the Town of Loudon, Merrimack County, State of New Hampshire, and (iii) the acceptance and making of grants."

"RESOLVED FURTHER, that the Chairman of the Board of Directors, the President, the Executive Vice President, any Senior Vice President, the Chief Financial Officer, any Vice President, any Division Director, any Associate Division Director, any Director of Projects, any Staff Attorney, including the General Counsel, any Counsel, any Divisional Counsel, and any Associate General Counsel, and J.T. Horn, Trails Initiative Director, are hereby authorized to execute any and all documents necessary or convenient to the completion of this transaction, including, without limitation, letters exercising option rights, agreements, deeds, mortgages, deeds of trust, promissory notes, and customary closing documents. In those jurisdictions where two signatures are required, any two of the above named officers and employees, or any one of them together with the Secretary or any Assistant Secretary, are authorized to execute such documents."

I, Margaret J. Madden, hereby certify that I am a duly appointed and acting Assistant Secretary of The Trust for Public Land, a nonprofit corporation organized under the laws of the State of California and classified thereunder as a public benefit corporation. I further certify that the resolution set forth above was adopted in accordance with the Bylaws of The Trust for Public Land by the Project Review Committee, under authority delegated to it by the Board of Directors of The Trust for Public Land, at a regularly scheduled meeting of said Project Review Committee on March 9, 2022, and that said resolution has not been modified or rescinded, except as to update staff titles.

Executed at St. Paul, Minnesota, this 14th day of March 2022.



Margaret J. Madden
Assistant Secretary

Client#: 1653202

FORPUB2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/08/2022

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, LLC
201 Mission St 11th Fl
San Francisco, CA 94105
628 201-9001
CONTACT NAME: Lucila Garcia
PHONE: 628 201-8021
EMAIL: lucila.garcia@usi.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Federal Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF. DATE, POLICY EXP. DATE, LIMITS. Rows include Commercial General Liability, Automobile Liability, and Umbrella Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Page Pond Community Forest.

Evidence of Coverage

CERTIFICATE HOLDER: New Hampshire State Conservation Committee
P.O. Box 2042
Concord, NH 03302
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: [Signature]



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Atkinson - 21 Academy Avenue Atkinson, NH 03811		Member Number: 110	Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 48 Donovan Street Concord, NH 03301-2624									
X	Coverage Description	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not								
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2022	1/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td>\$ 5,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td></td></tr> <tr><td>Med/Exp (Any one person)</td><td></td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$ 5,000,000	Fire Damage (Any one fire)		Med/Exp (Any one person)	
Each Occurrence	\$ 5,000,000											
General Aggregate	\$ 5,000,000											
Fire Damage (Any one fire)												
Med/Exp (Any one person)												
<input type="checkbox"/>	Automobile Liability Deductible: Comp and Coll: \$1,000 Any auto			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)												
Aggregate												
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> Statutory</td><td></td></tr> <tr><td>Each Accident</td><td>\$2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td>\$2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td></td></tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease - Each Employee	\$2,000,000	Disease - Policy Limit	
<input checked="" type="checkbox"/> Statutory												
Each Accident	\$2,000,000											
Disease - Each Employee	\$2,000,000											
Disease - Policy Limit												
<input type="checkbox"/>	Property (Special Risk Includes Fire and Theft)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Blanket Limit, Replacement Cost (unless otherwise stated)</td><td></td></tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)							
Blanket Limit, Replacement Cost (unless otherwise stated)												
Description: Proof of Primex Member coverage only.												

CERTIFICATE HOLDER:	Additional Covered Party:	Loss Payee:	Primex - NH Public Risk Management Exchange
NH State Conservation Committee PO Box 2042 Concord, NH 03302-2042			By: <i>Mary Beth Powell</i>
			Date: 3/22/2022 <i>mtpowell@nhprimex.org</i>
			Please direct inquiries to: Primex Claims/Coverage Services 603-225-2841 phone 603-225-3833 fax

New Hampshire
Department of Agriculture,
Markets & Food

RO# 204436
11488662 sy
RO 1075454

GOC# 70
8/5/2020

Shawn N. Jasper, Commissioner

June 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with The Trust for Public Land, Vendor Code 167126-B003, in the amount of \$20,000.00 for *Pearl Farm Conservation Easement*, in the Town of Loudon, Merrimack County, effective upon Governor and Council approval through April 30, 2022. 100% Other Funds.

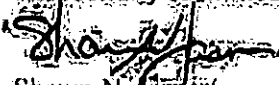
Funding is available in account Soil Conservation as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY 21 budget approval.

Funding is available in the Conservation Number Plate account as follows:
02-18-18-184500-28600000 SOIL CONSERVATION

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY 2021</u>	<u>TOTAL</u>
073-500581	Grants - State	\$20,000	\$20,000.00

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to The Trust for Public Land to perform certain tasks as enumerated in Exhibit B for the purposes of permanent protection of a 279- acre multi-generational family farm, protecting agricultural lands and forests. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,

Shawn N. Jasper
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

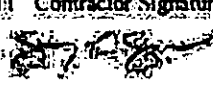

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name The Trust for Public Land VC 167126-R003		1.4 Contractor Address 3 Shipman Place Montpelier, VT 05602	
1.5 Contractor Phone Number 802-223-1373	1.6 Account Number	1.7 Completion Date 4/30/2022	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature  Date: 3/9/2020 Shelby L. Semmes		1.12 Name and Title of Contractor Signatory Shelby Semmes NH/VT State Director	
1.13 State Agency Signature  Date: 6/23/2020		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (If applicable) By: _____ Director; On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (If applicable) By: <i>Cirk Bal</i> On: 7/6/2020			
1.17 Approval by the Governor and Executive Council (If applicable) G&C Item number: 40 G&C Meeting Date: 8/5/2020			



DEPUTY SECRETARY OF STATE

AUG 05 2020

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.J ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available; if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7:c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2. To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 given in blocks 1.2 and 1.4, herein.

17. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a 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 with respect to the subject matter hereof.

Exhibit A
Special Provisions

There are no modifications, deletions or additions to the General Provision of this form.

Exhibit B
Scope of Services

The Trust for Public Land shall perform the following tasks as described below and detailed in the proposal titled *Pearl Farm Conservation Easement* in the Town of Loudon, Merrimack County, NH, dated September 15, 2019:

Task 1: Permanently protect 279-acres, more or less, through the purchase of a conservation easement on the property known as the Pearl Farm, located in the Town of Loudon, NH.

- a. Provide the following for the 279-acre, more or less, property:
 - i. Complete due diligence, provide documents and verification of SCC Grant funded transaction costs.
 - ii. Recorded Conservation Easement deed with the Town of Loudon as the Conservation Easement holder.
 - iii. Executive summary of property appraisal.
 - iv. Property Settlement Statement.
 - v. Executive summary and signatory acknowledgement of the Baseline Documentation Report.
 - vi. Provide Town of Loudon's stewardship program description.
- b. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- c. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- d. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- e. Submit final report in the NH State Conservation Committee format provided. The final report and all attachments shall be submitted in paper copy and on a USB flash drive or CD-ROM.

Subcontract Provision

The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

Exhibit C
Contract Price and Method of Payment

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	\$20,000.00
Total	\$20,000.00

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 THE TRUST FOR PUBLIC LAND is a California Nonprofit Corporation registered to do business in New Hampshire as TPL-NEW HAMPSHIRE on July 22, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 132712

Certificate Number: 0004824598



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of March A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Denise K. Mullaney (Certifying Officer Name), Legal Dir. / Ass't. Sect. (Certifying Officer Title) of the The Trust for Public Land (Grantee Name), do hereby certify that:

- 1. I am the duly elected Assistant Secretary (Certifying Officer Title);
- 2. At the meeting held on this date March 9, 2020 at The Trust for Public Land (Grantee Name) voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;
- or
- 2. The _____ (Grantee Name) has agreed to accept New Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation Committee, Department of Agriculture, Markets and Foods;
- 3. The Trust for Public Land (Grantee Name) further authorized the NH/VT State Director (Officer Title) to execute any documents which may be necessary for this contract;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. The following person has been appointed to and now occupies the office indicated in (3) above:

Shelby L. Semmes NH/VT State Director
 Print Officer Name Print Officer Title

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary (Certifying Officer Title) of the The Trust for Public Land (Grantee Name) on this date May 12, 2020
Denise K. Mullaney Denise K. Mullaney
 Print Certifying Officer Name Print Certifying Officer Name

STATE OF NEW HAMPSHIRE WISCONSIN
 County of DANE

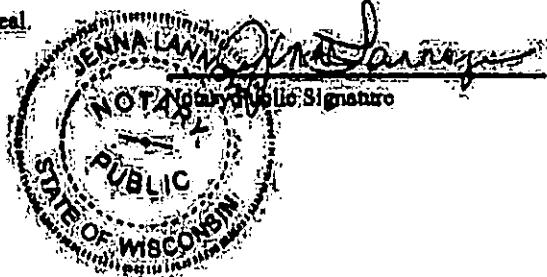
On this the _____ day of MAY, 2020, before me

Jenna Lannoye
 Notary Public

the undersigned officer, personally appeared Denise K. Mullaney (Certifying Officer Name) who acknowledged him/herself to be the Assistant Secretary (Certifying Officer Title) of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Commission Expiration Date: 11/29/23
 (Seal)



CERTIFIED COPY OF A RESOLUTION
ADOPTED BY
THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF
THE TRUST FOR PUBLIC LAND

"RESOLVED, that the Executive Committee of the Board of Directors of The Trust for Public Land hereby authorizes any of the Chairman of the Board of Directors, the President, the Chief Finance and Administrative Officer, the Director of Field Programs, the Director of Field Programs for Park Development, the Director of Field Programs for Land Protection, any Senior Vice President, any Vice President, any State Director, any Area Director, and any staff attorney (including, without limitation, the General Counsel, any Associate General Counsel, any Counsel, and any Legal Director), to execute any and all documents necessary or convenient to the completion of a grant application or grant agreement provided that the grant application and/or grant agreement has been approved ("Grant Approval") pursuant to the Grant Approval Process implemented under the authority of the Executive Committee and pursuant to the Delegation of Authority effective November 30, 2017, and any subsequent amendments.

RESOLVED further, that any grant application and/or grant agreement approved under the Grant Approval Process, and any specific corporate resolution required in connection with a specific grant so approved, is hereby deemed adopted as of the date of the applicable Grant Approval."

I, Cecilia Blake, hereby certify that I am a duly appointed and acting Assistant Secretary of The Trust for Public Land, a nonprofit corporation organized under the laws of the State of California and classified thereunder as a public benefit corporation. I further certify that the resolution set forth above was adopted in accordance with the Bylaws of The Trust for Public Land by the Executive Committee of the Board of Directors of The Trust for Public Land at a duly noticed regular meeting of said Executive Committee on December 6, 2018, and that said resolution has not been modified or rescinded. I further certify that the *Pearl Farm Conservation Easement grant* was duly approved on March 9, 2020, pursuant to the Grant Approval Process implemented under the authority of the Executive Committee through the Delegation of Authority adopted by the Executive Committee and currently in place.

Cecilia Blake

Cecilia Blake
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

FORM 1003

DATE (MM/DD/YYYY)
4/30/2020

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 have ADDITIONAL INSURED provisions or 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 Commercial Lines - (628) 201-9001 USI Insurance Services LLC - CA Lic#: 0D08408 9201 Mission St 11th Fl San Francisco, CA 94105	AGENT Susan Bouchie Tel: 828-201-9041 Fax: (AG, Mt) Address: susan.bouchie@usi.com																								
INSURED The Trust for Public Land 101 Montgomery Street, Suite 900 San Francisco, CA 94104	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>Federal Insurance Company</td> <td>NAIC #:</td> <td>20281</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>	INSURER A:	Federal Insurance Company	NAIC #:	20281	INSURER B:				INSURER C:				INSURER D:				INSURER E:				INSURER F:			
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INSURER D:																									
INSURER E:																									
INSURER F:																									

COVERAGES: CERTIFICATE NUMBER: 149745803 REVISION NUMBER: See below

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.

TYPE OF INSURANCE	CLASS CODE	INSR. MOD.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLEXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIAB. ONLY <input type="checkbox"/> AUTO/AGREEMENTS/UMT APPLIES HERE <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input checked="" type="checkbox"/> 100			35774917	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (AGREEMENTS) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMPOUND AGG \$ 1,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73912829	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per person) \$ 1,000,000
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEPT. RESTRICTIONS			79820001	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER (NON-EMPLOYEE EXCLUDED) <input type="checkbox"/> Mandatory in NH <input type="checkbox"/> Description of Operations: N/A						<input type="checkbox"/> TALENT <input type="checkbox"/> PRO \$1 EACH ACCIDENT \$1 DISEASE - EA EMPLOYEE \$1 DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 80-02-2387 RE: Pearl Farm Conservation Easement project
 New Hampshire State Conservation Committee is named as additional insured as it relates to general liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER New Hampshire State Conservation Committee P.O. Box 2042 Concord, NH 03302-2042	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: _____
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