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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214
FAX: 603-271-6488
www.nhdf.org

April 14, 2014

The Honorable Mary Jane Wallner, Chairperson
Fiscal Committee of the General Court
State House
Concord, NH 03301
And
Her Excellency Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

1) Pursuant to RSA 14:30-a, VI, authorization is requested for the Department of Resources and Economic Development, Division of Forest and Lands to accept a Federal grant up to \$2,563,000 and assign it directly to Green Acres Woodlands, Inc., to pay the purchase price for acquisition of a Conservation Easement on 3,342 +/- acres in the Towns of Groton, Hebron and Plymouth in Grafton County, New Hampshire, known as the "Groton Hollow Forest Legacy Project" (the Project), Grant Award number 09-DG-11420004-104, and to reimburse Green Acres Woodlands, Inc. and/or the Society for the Protection of New Hampshire Forests serving as Project Partner for acquisition costs related to the grant and as approved by the US Forest Service in the Grant Agreement. **(100% Federal Funds)**.

2) Pursuant to RSA 227-H:3, authorization is requested for the Department of Resources and Economic Development, Division of Forest and Lands, to accept the 3,342 +/- acres Conservation Easement, and enter into a Snowmobile Agreement, to protect its natural resource values and insure continued access to the property. **(100% Federal Funds)**.

EXPLANATION

The Department of Resources and Economic Development, Division of Forest and Lands, has received a Federal Financial Assistance Award of \$2,563,000 under the State Grant Option of the Forest Legacy Program (Grant Number 09-DG-11420004-104) for the Project. The conservation of the 3,342 +/- acres ("Property"), will protect a significant conservation and woodland resource. The Property contains productive forest soils, important water resources and critical wildlife habitat areas. The Property provides traditional public recreational opportunities including pedestrian public uses such as hiking, hunting and fishing. The Property, located just south of the White Mountain National Forest in the headwaters of Newfound Lake, is adjacent to the Province Road State Forest and is part of a large unfragmented forested block of forestland within the Quabbin to Cardigan Initiative focus area.



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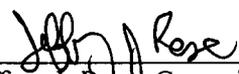
The Property is owned by a private landowner, Green Acres Woodlands, Inc, and is selling the Conservation Easement to the State of New Hampshire. The Conservation Easement language has been approved by the Attorney General's Office. The total Forest Legacy payment for the Conservation Easement will not exceed \$2,400,000 or the appraised value, as stipulated by Federal Forest Legacy Program Standards and Guidelines. The Green Acres Woodlands, Inc., has completed the title, survey, stewardship plan, baseline documentation and environmental due diligence. Green Acres Woodlands, Inc., will be paid acquisition costs related to the grant, and as approved by the US Forest Service in the Grant Agreement, not to exceed \$163,000.00. Green Acres Woodlands, Inc. will contribute in excess of 25% matching funds through the donation of conservation easements on other conservation properties. There are no state monies contributing to the acquisition of the Project.

Respectfully submitted,

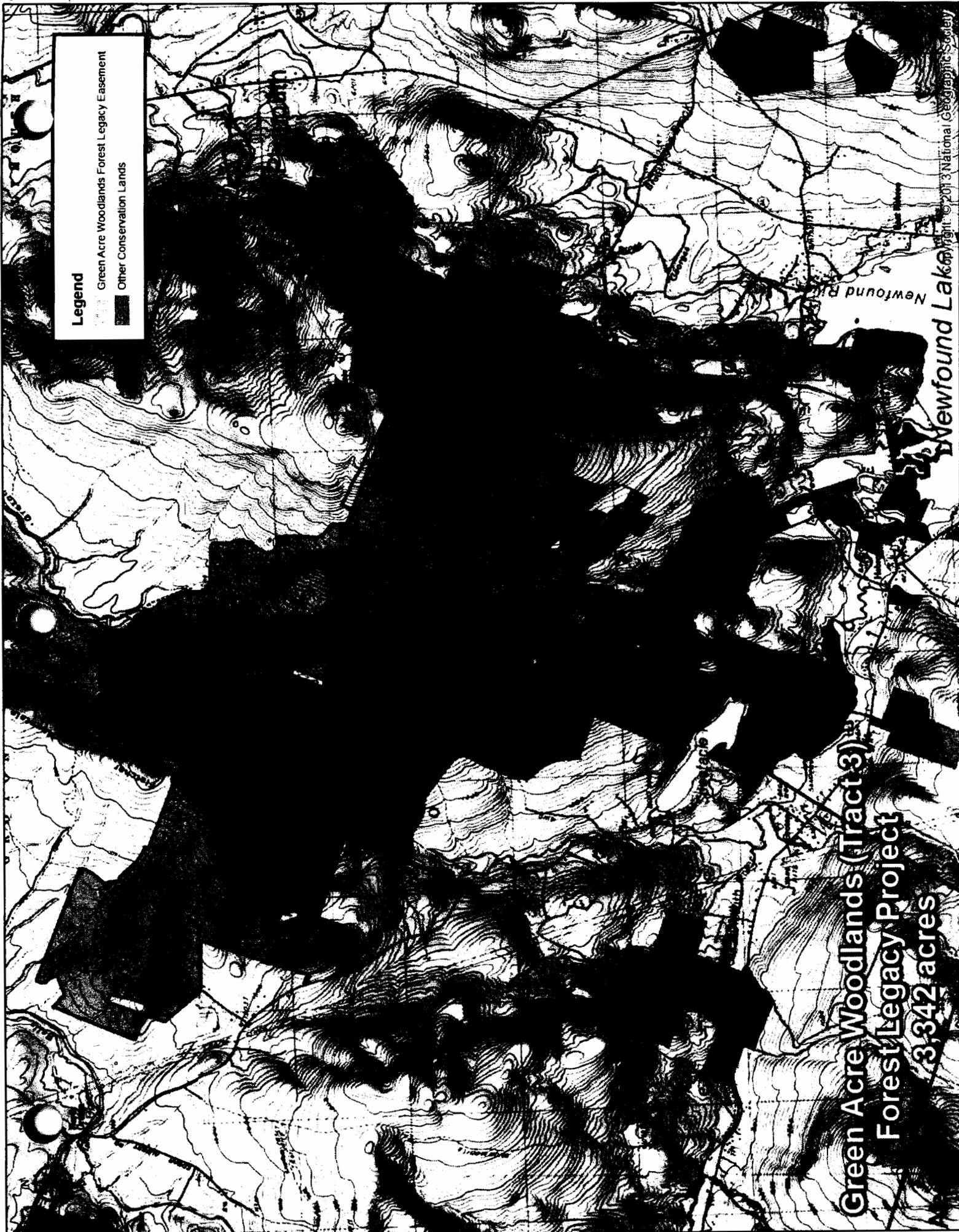
BC

Brad W. Simpkins, Interim Director

Approved by,


Jeffrey J. Rose, Commissioner

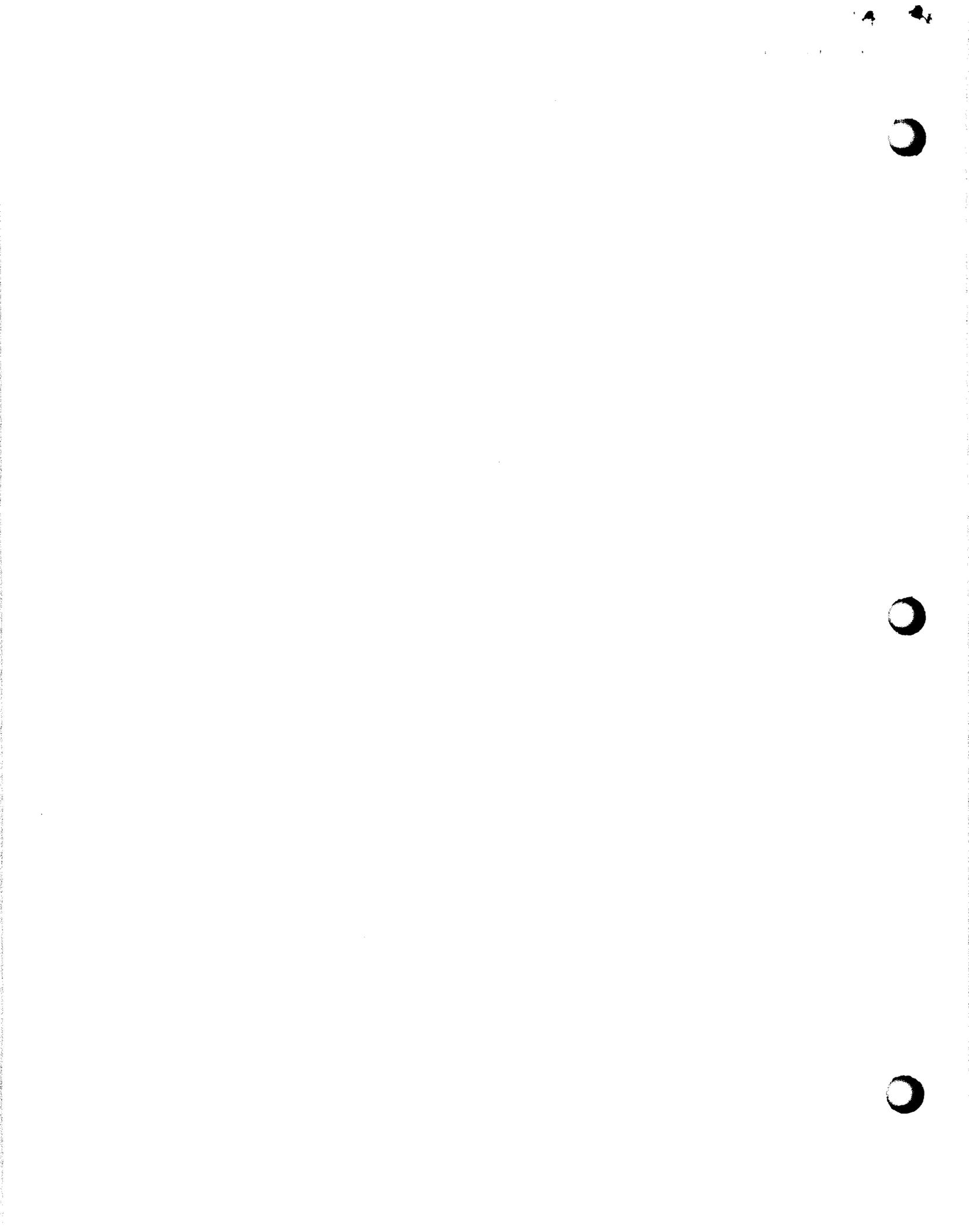




Legend

- Green Acre Woodlands Forest Legacy Easement
- Other Conservation Lands

Green Acre Woodlands (Tract 3)
Forest Legacy Project
3,342 acres



USDA Forest Service – Forest Legacy Program
New Hampshire

Project Grant Awards Worksheet

Project: “Green Acre Woodlands – Cardigan Highlands”
Phase 1: “South Branch”
Phase 2: “Baily Hill”
Phase 3: “Groton Hollow”

Grant Awards

Grant Award # G42991901001:	\$1,200,000 (6/18/09)
Grant Award # G42991901002:	<u>\$2,400,000 (8/16/10)</u>
TOTAL	\$3,600,000

Grant Expenditures

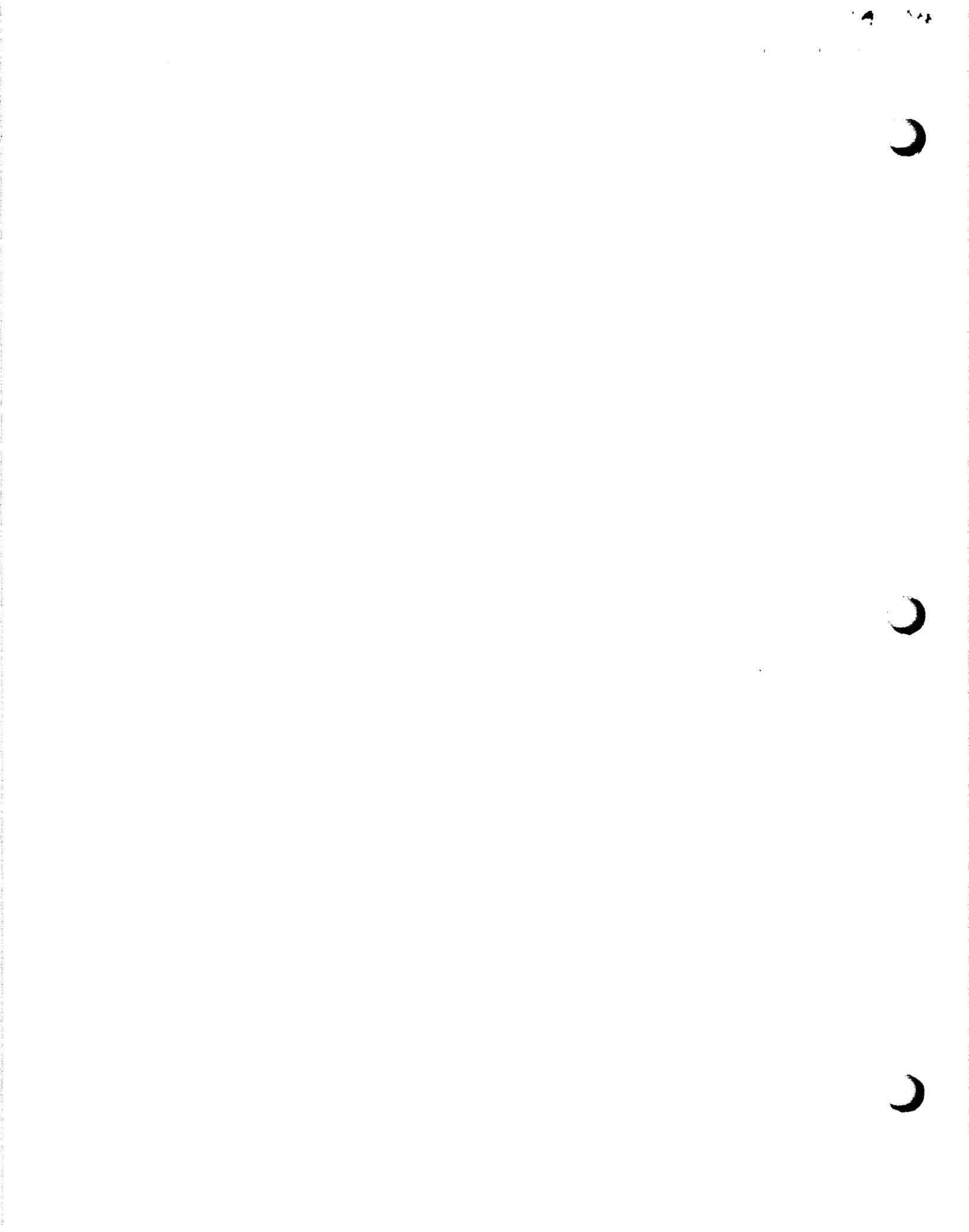
“South Branch”:	\$ 169,000
“Baily Hill”:	<u>\$ 868,000</u>
	\$1,037,000

Remainder

\$3,600,000 - \$1,037,000 = \$2,563,000

Phase 3 “Groton Hollow” Allocated Costs

Acquisition of Conservation Easement Rights:	\$2,400,000
Associated Costs (survey, title, etc):	<u>\$ 163,000</u>
	\$2,563,000





MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 09-DG-11420004-104		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: A6	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Tony L. Ferguson, Area Director Northeastern Area State & Private Forestry 11 Campus Blvd., Suite 200 Newtown Square, PA 19073 Vickie Caldwell vcaldwell@fs.fed.us/610-557-4131			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Jada S. Jackson, NA jsjackson@fs.fed.us/610-557-4135		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Mr. Brad W. Simpkins, Interim Director NH Department of Resources and Economic Development 172 Pembroke Road, P.O. Box 1856 Concord, NH 03302-1856 brad.simpkins@dred.state.nh.us/603-271-2214 leslie.sherman@dred.state.nh.us/603-271-2214			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only)		

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:

This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.

CHANGE IN PERFORMANCE PERIOD: This action changes the ending date to November 14, 2014

CHANGE IN FUNDING:

ADMINISTRATIVE CHANGES:

OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Tony L. Ferguson, Area Director approves this request for a no cost time extension until November 14, 2014.

Please be mindful that this request for extension causes the grant to go beyond the five year lifecycle and not further extensions will be granted.

10. ATTACHED DOCUMENTATION (Check all that apply):

- Revised Scope of Work
- Revised Financial Plan
- Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED 4/11/14	11.C. U.S. FOREST SERVICE SIGNATURE Tony L. Ferguson (Signature of Signatory Official)	11.D. DATE SIGNED 4/11/14
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U.S.D.A Forest Service

OMB 0596-0217
FS-1500-19

11.E. NAME (type or print): Brad Simpkins	11.F. NAME (type or print): TONY L. FERGUSON
11.G. TITLE (type or print): Interim Director	11.H. TITLE (type or print): Area Director
12. G&A REVIEW	
12.A. The authority and format of this modification have been reviewed and approved for signature by: <i>Vickie M. Caldwell</i> Vickie M. Caldwell U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 4/11/14

MODIFICATION OF GRANT OR AGREEMENT

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: DG-11420004-104	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: A6
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Tony L. Ferguson, Area Director Northeastern Area State & Private Forestry 1 Campus Blvd., Suite 200 Jewtown Square, PA 19073 Twickie Caldwell caldwell@fs.fed.us/610-557-4131	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Jada S. Jackson, NA jsjackson@fs.fed.us/610-557-4135	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + county): Mr. Brad W. Simpkins, Interim Director NH Department of Resources and Economic Development 172 Pembroke Road, P.O. Box 1856 Concord, NH 03302-1856 brad.simpkins@dred.state.nh.us/603-271-2214 leslie.sherman@dred.state.nh.us/603-271-2214	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

<input type="checkbox"/> ALL THAT APPLY: This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.	
<input checked="" type="checkbox"/> CHANGE IN PERFORMANCE PERIOD: This action changes the ending date to May 14, 2014	
<input type="checkbox"/> CHANGE IN FUNDING:	
<input type="checkbox"/> ADMINISTRATIVE CHANGES:	
<input type="checkbox"/> OTHER (Specify type of modification):	
Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in force and effect.	

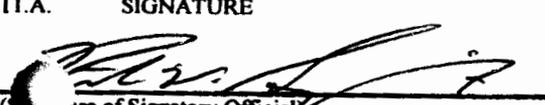
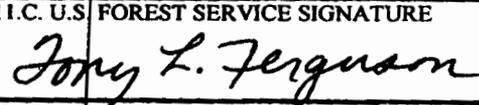
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
 Jada Jackson, Forest Legacy Program Monitor approves this request for a no cost time extension until May 30, 2014

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVE OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCE GRANT/AGREEMENT.

11.A. SIGNATURE 	11.B. DATE SIGNED 11/4/13	11.C. U.S. FOREST SERVICE SIGNATURE 	11.D. SIGNATURE 10/13
11.E. NAME (type or print): Brad W. Simpkins		11.F. NAME (type or print): TONY L. FERGUSON	
11.G. TITLE (type or print): Interim Director		11.H. TITLE (type or print): Area Director	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

Vickie M. Caldwell

Vickie M. Caldwell

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE
SIGNED

10/30/13



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF
PAGES	
1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 09-DG-11420004-104		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: A1	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Area Director Northeastern Area State & Private Forestry 11 Campus Blvd., Suite 200 Newtown Square, PA 19073 jfuss@fs.fed.us 610-557-4148			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Scott Stewart Northeastern Area State & Private Forestry 11 Campus Blvd., Suite 200 Newtown Square, PA 19073 sstewart@fs.fed.us 601-557-4135		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Mr. Brad W. Simpkins, Interim Director New Hampshire Department of Resources and Economic Development 172 Pembroke Road, P.O. Box 1856 Concord, NH 03302-1856 brad.simpkins@dred.state.nh.us, jennifer.townsend@dred.state.nh.us			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HIIS payment use only): G42991901002 \$2,400,000.00		

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: 5/15/09 - 9/30/11
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: additional \$2,400,000
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

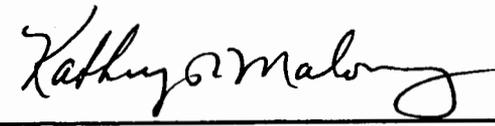
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Extension and \$2,400,000 additional funds, federal funds now equal [REDACTED]

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED 8/16/10	11.C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.D. DATE SIGNED 8/11/10
11.E. NAME (type or print):		11.F. NAME (type or print): KATHRYN P. MALONEY	
11.G. TITLE (type or print):		11.H. TITLE (type or print): Area Director	



USDA Forest Service

OMB 0596-0217
FS-1500-19

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

J. Fuss

Joanne M. Fuss

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE
SIGNED

8/10/10

Return to:
Bill Carpenter
Administrator
Land Management Bureau
DRED Forests and Lands
P.O Box 1856
Concord, New Hampshire 03302-1856

DRAFT

**THIS IS A TRANSFER TO THE
STATE OF NEW HAMPSHIRE
AND IS THEREFORE EXEMPT
FROM THE NEW HAMPSHIRE
REAL ESTATE TRANSFER TAX
PURSUANT TO RSA 78-B:2(I)**

GRANT OF CONSERVATION EASEMENT
Cardigan Highlands Forest Legacy Project (Phase II)
Green Acre Woodlands – Groton Hollow Property
Towns of Groton, Hebron and Plymouth, Grafton County, State of New Hampshire

GREEN ACRE WOODLANDS, INC., a New Hampshire corporation, with a mailing address of PO Box 444, 465 Boulevard, Elmwood Park, New Jersey 07407 ("Fee Owner" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes the Fee Owners, executors, administrators, legal representatives, successors and assigns), hereby grant with quitclaim covenants in perpetuity to the **STATE OF NEW HAMPSHIRE**, c/o the Department of Resources and Economic Development, with a mailing address of P.O. Box 1856, Concord, New Hampshire 03302-1856 ("Easement Holder" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes the Easement Holder's executors, administrators, legal representatives, successors and assigns),

the **Conservation Easement** ("Easement") hereinafter described with respect to those certain nine (9) tax map parcels of unimproved land totaling 3,342 acres, situated in the Towns of Groton, Hebron and Plymouth, County of Grafton, State of New Hampshire, more particularly described in Appendix A attached hereto and made a part hereof ("Property"). The underlying fee interest in the Property will be held and conveyed subject and subordinate to the Easement.

WHEREAS, the Property contains high quality timber land in the Northern Forest that has been under continuous forest management for many years;

WHEREAS, the Property has a history of timber management;

WHEREAS, the Property is an important resource for such recreational activities as hiking, hunting, fishing and snowmobiling;

WHEREAS, the Property drains into and helps to maintain the excellent water

quality of Groton Hollow, Halls Brook and Wise Brooks;

WHEREAS, almost the entire Property lies within a Hydrologic Area of Concern (HAC) as defined by the NH Department of Environmental Services, which is "intended to include the portion of the watershed in which land uses are likely to have the greatest impact on water quality at the water supply intake";

WHEREAS, the Property contains valuable wildlife habitat including a deer wintering area; and

WHEREAS, the Property contains valuable wildlife habitat including upland forests and has been identified as a significant wildlife conservation area through the New Hampshire Wildlife Action Plan (2006);

NOW, THEREFORE, the Easement granted with respect to the Property is as follows:

1. PURPOSES

The Easement is granted pursuant to NH RSA 477:45-47 exclusively for the following conservation purposes ("Purposes"):

A. To preserve and conserve open spaces and scenic values, particularly the conservation of the approximately 3,342 acres of productive forest land of which the Property consists, for the enjoyment and education of the general public; and

B. To provide for the continuation of traditional forest uses including forest management and outdoor recreation; and

C. To preserve and conserve waterfront, streams, riparian areas, wetlands, and the quality of groundwater and surface water resources, fish and wildlife habitats, rare and exemplary plants and natural communities, and the ecological processes that sustain these natural heritage features, and cultural resources; and

D. To provide public pedestrian access on the Property which will allow the general public to hike, hunt, fish, trap, cross-country ski, observe wildlife, and participate in other low-impact outdoor recreational activities, and snowmobile on designated trails on the Property.

E. To retain the Property in perpetuity as an economically viable and sustainable tract of land for the production of timber, pulpwood, and other forest products.

F. To preserve and conserve, rare and exemplary plants and natural communities, and significant fish and wildlife habitats, and the ecological processes that sustain these natural heritage features; and

These Purposes are in accordance with the clearly delineated open space conservation goals and objectives as stated in the Forest Legacy Program pursuant to Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 USC Section 2103C) which was created "to protect environmentally important forest lands threatened with conversion to non-forest uses;" the State of New Hampshire "Assessment of Need"; NH 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;" and the Department of Resources and Economic Development's authority to acquire public forest lands (Title XIX-A Chapter 227-H).

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

2. USE LIMITATIONS (Subject to the Reserved Rights specified in Section 3 below)

2.A. Prohibited Uses. The Property shall be maintained in perpetuity as open space as defined in NH RSA 79-A:2, without any residential, industrial or commercial activities, being conducted thereon, except Agricultural and Forest Management Activities, as defined below, provided that the long-term capability of the Property to produce forest products shall not be degraded by on-site activities and provided that no more than twenty-five (25%) of the total Property area shall be in "compatible non-forest uses", which includes cultivated farmland, pasture, and grassland and open water, in accordance with Forest Legacy Program requirements.

i. "Forest Management Activities" and or "Forestry" shall include the production of plants or plant products for domestic or commercial purposes; the planting, growing, stocking, cutting, removal, transport, and sale of trees of any size capable of producing pulpwood, sawlogs, biomass, Christmas trees, or other timber or plant products; forest evaluation, planning, and all standard pre-commercial and commercial silvicultural activities; the construction and maintenance of roads or other access ways and ancillary improvements for the purpose of conducting forest management activities; the processing and sale of maple syrup from sap produced on the Property; applying in compliance with applicable statutes and regulations, herbicides, pesticides, fungicides, rodenticides, insecticides and fertilizers; the processing of trees grown on the Property with hand held or portable equipment and machinery designed and commonly used for in-woods processing and ancillary activities directly related to such processing thereto.

ii. "Agriculture" and/or "Agricultural" shall be a "compatible non-forest use", and shall include land based practices such as animal husbandry, floriculture, and horticulture activities, the production of plant and animal products for domestic or commercial purposes, and the harvesting and sale of agricultural products grown on the Property (such as Christmas trees and pick-

your-own fruits and vegetables), all of which utilize the productive capability of the Property and all as not detrimental to the purposes of the Easement. A "compatible non-forest use" is a nonforest use of the land that may be compatible with forest uses as part of an undeveloped landscape, including cultivated farmland, pasture, grassland, shrubland, open water, and wetlands.

Agriculture shall be performed in accordance with a written coordinated Agriculture Management Plan ("AMP") for the sites and soils of the Property. The AMP shall be prepared by the Fee Owner and approved by the Easement Holder, and may be included in the Stewardship Plan for the Property, as described in Section 2.E ("Stewardship Plan"), or submitted as an independent document. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active and approved by the Easement Holder. Such management activities shall not be detrimental to the Purposes of the Easement, as described in Section 1 ("Purposes") above, nor materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

2.B. Permitted Conservation Uses. The following non-commercial Conservation Activities (hereinafter "Conservation Activities") shall be allowed on the Property: Habitat Management, Natural Resource-Based Outdoor Education, and Outdoor Recreation all as defined below and as consistent with RSA 79-A, RSA 477:45-47, and Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 USC Section 2103C) Forest Legacy Program.

i. "Habitat Management" shall mean the practical application of scientific and technical principles so as to maintain native plant and animal species and their habitats. Activities shall include, but not be limited to, cutting, pruning, girdling, mowing, brush-hogging or burning of trees or other vegetation to improve habitat conditions for state-listed species or species of documented concern; installing denning or nesting structures for improving the utilization of natural resources and habitats by wildlife populations; controlling non-native and invasive species threatening native species through mechanical, chemical, or other means; and plant and animal habitat evaluation and planning.

ii. "Natural Resource Based Outdoor Education" shall mean outdoor activities intended to teach the general public about the environment and the natural resources on the Property and shall include the construction of blinds, observational platforms or signs; conducting experiments that do not involve the manipulation or modification of the Property; conducting tours or field walks; and the removal of an incidental amount of plant material.

iii. "Outdoor Recreation" shall mean low-impact non-commercial

activities pursued by the public including, but not limited to, hiking, nature study, bird watching, fishing, camping, walking, snow shoeing, hunting, and cross-country skiing both on and off unpaved paths and trails; riding snowmobiles, mountain bicycles, and horses on designated trails; and constructing and maintaining unpaved paths and trails. Other motorized recreational vehicles may be permitted upon written mutual agreement by the Fee Owner and Easement Holder.

2.C. Stewardship Goals for the Property. All activities on the Property shall be managed so that the Stewardship Goals are balanced and interpreted in the context of the traditional uses of the Property. The "Stewardship Goals" for the Property are as follows:

i. maintenance of a sustainable source of timber, pulpwood, biomass and other commodity and non-commodity forest products;

ii. maintenance or improvement of the overall quality of forest resources through management that promotes the production of high quality forest resources, such as sawlogs and veneer;

iii. regeneration of forest stands through silvicultural practices that promote forest types suited to site capability;

iv. maintenance of forest health through monitoring and control of fire, disease, and insect outbreaks;

v. long term maintenance of soil productivity;

vi. maintenance and protection of biological diversity and integrity through the promotion of a forest that reflects a diversity of stand ages and naturally occurring forest types in a majority of the forest, the conservation of rare and exemplary natural communities and the conservation and enhancement of native plant and animal species and their habitats, including establishment and retention of a range of sizes and types of downed woody debris, snag trees, cavity trees, very large/old trees, and early successional habitats;

vii. avoidance of the introduction of invasive plant and animal species;

viii. maintenance of a forest composed predominantly of plant species native to the northeastern United States and prevention, to the extent reasonably possible, of the introduction of non-native plant species;

ix. protection or enhancement of water quality and non-forested wetlands and conservation of forested wetlands, riparian areas and aquatic habitats;

x. conservation of unique historic archeological and cultural features; and

xi. maintenance of traditional Outdoor Recreational and Natural Resource Based Outdoor Education Activities and the integration of Outdoor Recreation and Natural Resource Based Outdoor Education Activities with other uses of the Property.

2.D. Management Standards for the Property. All activities on the Property, shall be performed:

i. in accordance with the Stewardship Goals (as set forth in Section 2.C.);

ii. in compliance with the approved Forest Stewardship Plan (“Stewardship Plan”), as defined herein;

iii. in accordance with then-current, generally accepted best management practices for the sites, soils and terrain of the Property as described in “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire” (State of New Hampshire, Department of Resources and Economic Development, 2001) and successor documents and “Best Management Practices for Erosion Control During Trail Maintenance and Construction” (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau, 1996) and successor publications; and

iv. guided by “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (Division of Forests and Lands, Department of Resources and Economic Development and UNH Cooperative Extension, 2010) and successor documents (hereinafter referred to as “Good Forestry in the Granite State”).

2.E. Forest Stewardship Plan. The Fee Owner shall manage the Property in a manner that is in compliance with the Easement and in compliance with a written and approved forest and land management plan (“Stewardship Plan”) signed by a professional forester licensed by the State of New Hampshire or other qualified persons approved in advance by the Easement Holder.

i. Content. A Stewardship Plan for the Property dated _____ 2014, was submitted by the Owner and approved by the State Forester or designee on _____, 2014. An update to the Stewardship Plan shall be submitted by the Fee Owner to the Easement Holder at least 180 days prior to the tenth anniversary of the recording date of the Easement and at least once every ten (10) years thereafter (each an “Update”). The Stewardship Plan and all Updates shall be consistent with and specifically address how each of the Purposes and Stewardship Goals, as set forth in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals for the Property”), are going to be achieved or progressed towards. The then current Stewardship Plan shall

remain in effect until it is duly updated or amended pursuant to Section 2.E.ii and iii. Information in the Stewardship Plan should be reasonably sufficient to assess that the Property is being managed sustainably and in accordance with the Stewardship Goals. Stewardship Plans shall include at least the following elements:

- a. Maps, Descriptions and Management Considerations for the following resources:
 1. Forest types and/or natural communities including past management history, general tree growth rates and quality, insects and disease, access and operability;
 2. Management units into which the Property will be divided (“Treatment Units”);
 3. Geological attributes including topography, soils, aquifers, wetlands, ponds and streams;
 4. Known habitat features for wildlife, and rare, threatened or endangered animal species;
 5. Known exemplary natural communities and rare, threatened or endangered plant species;
 6. Known archeological, historic and cultural resources;
 7. Aesthetic resources;
 8. Forest access roads and trails.
 9. Improvements ancillary to Forestry, Agriculture and Conservation Activities;
 10. Outdoor recreational features including all roads, trails, primitive campsites, lean-to shelters, remote cabins, maintenance facilities, water access area and parking lots;
 11. Adjacent conserved land as it affects the Property; and
 12. Known aquifers, well-heads, and other public water features.

- b. Description and Discussion of the Fee Owner’s Goals and Objectives and Planned Activities for Management of the Property, including:
 1. Forest management goals and objectives including forest structure and composition goals for the Property;
 2. Agricultural management goals and objectives, including planned activities;
 3. Management objectives and planned activities for the Treatment Units, including but not limited to harvest volumes;
 4. Management objectives and planned activities for wildlife, and rare, threatened or endangered animal species;
 5. Management objectives and planned activities for the conservation of exemplary natural communities, and rare, threatened or endangered plant species;
 6. Management objectives and proposed structures and improvements for recreational uses of the Property;

7. Proposed user fee system, if applicable;
8. Management goals for aesthetic resources including consideration of visual impact of management activities on the Property from public highways and trails;
9. Management objectives and proposed structures and improvements for Forestry, Agriculture and Conservation Activities on the Property;
10. Management goals and planned activities to provide access, to, on and across the Property, subject to Section 2.B.iii above; and
11. Proposed public access limitations.

c. Description and discussion of all of the Fee Owner's other proposed activities on and management of the Property.

ii. Amendment of Stewardship Plan. In its discretion, the Fee Owner may also submit to the Easement Holder for its approval Amendments to the initial or any succeeding ten-year Stewardship Plan. Any Amendments shall be subject to the review described below but need not include all Stewardship Plan elements described above. Amendments shall be required only in the event the Fee Owner proposes a Forest Management Activity, Agricultural Activity, Conservation Activity, other activities permitted in the Easement, or a user fee system not included in an approved Stewardship Plan. No such Amendment shall be required for any change in timing or sequence of treatments within a ten-year cycle described in an approved Plan. Amendments may also be submitted in the discretion of the Fee Owner proposing an alternative treatment to Treatment Units substantially damaged by natural causes such as insect infestation, disease, fire, wind or ice. Amendments shall be prepared as provided in Section 2.E.i ("Content".)

iii. Approval of Stewardship Plan. The State Forester, on behalf of the Easement Holder shall review and act to approve or disapprove Stewardship Plans, Updates or Amendments submitted by the Fee Owner within ninety (90)-days of the Easement Holder's receipt of each Plan, Update or Amendment. The 90-day review period may be extended upon the written agreement of both the Easement Holder and the Fee Owner. If the Easement Holder fails to act to approve or disapprove a Stewardship Plan, Update or Amendment within the 90-day period or other mutually agreed upon extension period, a meeting of both parties shall convene within 14 days after the end of the 90-day or extension period. In acting to disapprove any Plan, Update, or Amendment, or any provision thereof, the Easement Holder shall state in writing its reasons, referencing the specific provision or provisions of such Plan, Update, or Amendment with which it does not approve, and how such provision or provisions are inconsistent with the Purposes or Stewardship Goals. The Easement Holder may rely upon the advice and recommendations of the New Hampshire Fish and Game Department, the New Hampshire Natural Heritage Bureau, or their successor organizations, or other wildlife experts, conservation biologists, foresters or other experts as the

Easement Holder may select to determine whether the Plan, Update, or Amendment would be in accordance with the Purposes and Stewardship Goals identified in Sections 1 (“Purposes”) and 2.C (“Stewardship Goals for the Property”). The then existing Stewardship Plan shall remain in full force and effect until such time as any Plan, Update or Amendment is approved.

iv. Failure to Provide Stewardship Plan. The Easement Holder, in its sole discretion, may order that any and all activity by the Fee Owner on the Property be ceased in the event that the Fee Owner fails to submit an updated Stewardship Plan, or the submitted Plan is determined to be unacceptable, subject to Section 2.E.iii (“Approval of Stewardship Plan.”).

2.G. Additional Restrictions. In addition to the requirements above, the following restrictions shall apply:

i. Compliance with Law. All activities on the Property shall be performed in compliance with all applicable local, state and federal laws and regulations.

ii. Licensed Forester. All timber harvesting activities shall be supervised by an agent of the Fee Owner who is a professional forester licensed by the State of New Hampshire, or other qualified persons approved in advance by the Easement Holder, to ensure compliance with the terms and conditions of the Easement.

iii. Harvest Techniques. There shall be no liquidation harvest practices defined as the removal of trees with little or no regard for established silvicultural principles.

2.H. Subdivision. The Property consists of those certain tracts and parcels of land in the Towns of Groton, Hebron and Plymouth, Grafton County, New Hampshire, as more particularly depicted on recorded survey plans identified in Appendix A . The individual tracts shall not be subdivided; and the individual tracts, which comprise the Property, shall be conveyed together with all other tracts as a whole, with the exception that the Property may be subdivided once along lines depicted on the specific plan entitled “Survey Plan Compilation & Plan of Conservation Easement, Land of Green Acre Woodlands, Inc., “Groton Hollow”, Sheet 2 of 8 – Groton Hollow Complex and Sheet 6 of 8, Hebron Complex - West”, said plan being referenced and further described in Appendix A attached hereto. In the event of such subdivision, the subdivided tracts shall be referred to as Tract A and Tract B. Tract A and Tract B shall not be further subdivided. Tract A and Tract B may be conveyed separately according to the restrictions contained herein. Any separate conveyance of Tract A and Tract B are subject to the terms of the Easement and do not release the new owner(s) from complying with the then-current Stewardship Plan. Any activity not covered by the then-current Stewardship Plan shall not be permitted until such activity is covered under a new Stewardship Plan prepared by the new owner and approved in accordance with the terms in Section 2.E. No part of the Property shall be used to meet any designated open space requirements as a

result of the provisions of any subdivision approval or land use regulation process or in calculating allowable unit density.

2.I. Structures. No structure or improvement, including, but not limited to, a dwelling, portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, telecommunications facilities, or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements, including, but not limited to, roads, dams, bridges, culverts, maple sugar houses, or sheds may be constructed, placed or introduced onto the Property, as allowed in Section 3.B (“Structures, Improvements and Trails”), and Section 3.I (“Water Extraction”) provided they:

- i. are common and necessary in the accomplishment of the Forestry or Conservation Activities;
- ii. meet the requirements of the Stewardship Plan and State and Federal law to protect State or federally recognized threatened, or endangered species. The Easement Holder shall provide the Fee Owner with information on threatened and endangered species and best practices for protection based upon information from the New Hampshire Natural Heritage Bureau and/or the New Hampshire Fish and Game Department, Non-game Program, or the State agencies then-recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species, with consideration given to the full range of the Purposes of the Easement and the Stewardship Goals; and
- iii. are in accordance with the Purposes and Stewardship Goals of the Easement as described in Sections 1 (“Purposes”) and 2.C (“Stewardship Goals of the Property”) above; and
- iv. are in compliance with and identified in the Stewardship Plan.

2.J. Permitted Excavation. The mining, drilling, quarrying, excavation, or removal of rocks, minerals, natural gas, petroleum, gravel, sand, topsoil, or other similar materials, and the removal, filling, or other disturbances of soil surface, changes in topography, surface or subsurface water systems, or wetlands shall not be allowed on the Property unless such activities:

- i. are common and necessary in the accomplishment of the Forestry, Agriculture or Conservation Activities on the Property as allowed in Section 3 (“Reserved Rights”);
- ii. meet the requirements of the Stewardship Plan and State and Federal law to protect State or federally recognized threatened, or endangered species. The Easement Holder shall provide the Fee Owner with information on threatened and endangered species and best practices for protection based upon information from the New Hampshire Natural Heritage Bureau and/or the New Hampshire Fish and Game Department, Non-game Program, or the State agencies then

recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species, with consideration given to the full range of the Purposes of the Easement and the Stewardship Goals;

iii. are in accordance with the Purposes and Stewardship Goals of the Easement as described in Sections 1 (“Purposes”) and 2.C (“Stewardship Goals for the Property”); and

iv. are in compliance with and identified in the Stewardship Plan.

2.K. Permits. Prior to commencement of any such activities, all necessary Federal, State and local permits and approvals shall be secured.

2.L. Signage. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as common and necessary in the accomplishment of Forestry, Agriculture or Conservation Activities on the Property or to advertise the land for sale or to publicize the Forest Legacy Program, or to recognize the partnership that created the Easement. Any allowed advertising structure shall not be detrimental to the Purposes of the Easement. No advertising structure shall exceed eight (8) square feet in size or be artificially illuminated.

2.M. Hazardous Materials. There shall be no dumping, injection, burning, spreading, storage or burial of materials then known to be environmentally hazardous, in accordance with State and Federal regulations, on the Property. There shall be no dumping, injection, burning, spreading, storage or burial of manmade materials or municipally plowed snow except as specifically provided for in the Easement.

2.N. Closure of Property. There shall be no posting of signs to or other limitations of public pedestrian access and Outdoor Recreation Activities to, on, or across the Property, except as specifically allowed in Sections 3.C (“Signage”), and 5.E (“Public Access”).

2.O. Access Easements. No easements of ingress or egress in favor of any third party shall be created or developed into, on, over, under or across the Property without prior written approval of the Fee Owner and the Easement Holder, except those of record as of the execution of the Easement and those specifically permitted in the provisions of the Easement.

2.P. Utility Easements. No new easements for utilities, or the expansion of existing easements for utilities, shall be created or developed into, on, over, under or across the Property without the prior written approval of the Fee Owner and the Easement Holder, except those specifically permitted in the provisions of the Easement.

3. RESERVED RIGHTS.

All acts and uses not prohibited or otherwise restricted in Section 2.A

("Prohibited Uses") are permissible provided that such acts and uses do not materially impair the Purposes of the Easement as set forth in Section 1 ("Purposes"), are in accordance with the Stewardship Goals as set forth in Section 2.C ("Stewardship Goals of the Property"), and are set forth in and performed subject to and in compliance with the Stewardship Plan required under Section 2.E ("Stewardship Plan"). The Fee Owner retains all other customary rights and privileges of ownership including the right to conduct or permit the following activities on the Property.

3.A. Conservation Activities. The right to conduct Conservation Activities as defined in Section 2.B ("Permitted Conservation Uses") and subject to the Use Limitations in Section 2. "Conservation Activities" shall be conducted as not for profit activities. Fees may be charged for these activities provided that the fees cover only the cost of providing, maintaining, supervising, or enhancing the activity, are approved in writing by the Easement Holder, are in compliance with a Stewardship Plan, and are in accordance with the Goals and Purposes of the Easement. This right is an exception to Section 2.A ("Prohibited Uses");

- i. Fees may be charged for the following Outdoor Recreational Activities provided to the public on the Property:
 - a. Programs for outdoor educational purposes;
 - b. Use of primitive campsites and lean-to shelters;
 - c. Equestrian access;
 - d. Guided Outdoor Recreation Activities, as approved in advance and in writing by the Easement Holder;
 - e. Use of permitted cabins or yurts in Section 3.K;
- ii. All fees collected shall be comparable to fees charged for similar activities on other lands including fees on State lands and used exclusively to pay for costs directly associated with developing, maintaining and administering the Outdoor Recreation Activities; and
- iii. The right to charge fees may be assigned to a third party with the written approval of the Easement Holder.

3.B. Structures, Improvements, Trails.

i. The development, construction, maintenance, installation, replacement and repair at any time and from time to time, of the following improvements as are reasonably necessary for Forestry and Conservation Activities on the Property: roads, parking lots, dams, bridges, trails, culverts, gates, gatehouses, information kiosks, sheds and maple sugar houses for processing sap produced on the Property.

ii. In addition, the Fee Owner may construct, maintain and replace unpaved paths and trails for Natural Resource Based Outdoor Education and Outdoor Recreation. The Fee Owner may construct, maintain and replace primitive campsites and lean-to shelters for Outdoor Recreation. Campsites and

lean-to shelter areas may contain tent platforms, pit or backcountry toilets, fire rings, picnic tables, and other rustic campsite improvements. This Section is an exception to Section 2.I (“Structures”) and must be performed in compliance with 2.J. (“Permitted Excavation”).

iii. The Fee Owner shall provide written notice to the Easement Holder thirty days prior to any construction of the Fee Owner’s improvements, provided however that no notice shall be required for the following:

- a. routine maintenance, including, but not limited to road maintenance, development and maintenance of unpaved paths and trails, and other routine activities arising out of routine Forest Management Activities as long as such routine maintenance is completed within three (3) days of its commencement; and
- b. emergency actions required to protect public safety or natural resources, including closure of roads and trails and prohibition of access to portions of the Property, except that notice of such action shall be provided to the Easement Holder immediately and the affected road, trail, or portion of the Property shall not remain closed for greater than forty-eight (48) hours without the approval of the Easement Holder.

iv. The Fee Owner’s improvements, if newly installed or constructed, shall be sited and constructed to the extent possible taking into consideration the function and location requirements of such improvements and in a manner that in the Easement Holder’s reasonable judgment is consistent with the Purposes and Stewardship Goals of the Easement. Such structures shall be identified in the Stewardship Plan.

3.C. Signage. The erection, maintenance, and replacement of signs to identify the interest of the Easement Holder or the Fee Owner and regulatory signs, including trail directions, such as the Easement Holder or Fee Owner of the Property may deem necessary or desirable. To protect human safety, the Fee Owner may post signs prohibiting public access in the immediate vicinity of active road construction, timber harvesting operations. The prohibition shall end at the conclusion of those activities and all signs shall be removed. This Section is an exception in Section 2.N (“Closure of Property”) and subject to the limitations of Section 2.L (“Signage”).

3.D. Motor Vehicles. The use of motor vehicles is allowed by the Fee Owner as reasonably necessary for the practice of Forestry, Agriculture and Conservation Activities and for exercising any of the Fee Owner’s reserved rights, the use of snowmobiles on snowmobile trails and roadways, and the use of other vehicles for the purposes of Outdoor Recreation shall be permitted with written mutual agreement by the Fee Owner and Easement Holder.

3.E. Limitation of Public Access. The erection of gates and barriers and appropriate signage, for the control of motorized or wheeled vehicles and equestrian access into, on, over, or across the Property.

3.F. Special Needs Access Permit. The Fee Owner reserves the right to issue permits for persons with special needs to allow them to access the Property by vehicular means, after receiving written permission from the Easement Holder. Such use shall be in accordance with the Stewardship Goals and Purposes of the Easement.

3.G. Historic Preservation. "Historic Preservation" shall mean the research, excavation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas and sites significant in the history, architecture, archeology or culture of this State, its communities, or the nation (RSA 227-C:1).

i. Archaeological Investigations: Fee Owner reserves the right to permit archaeological investigations on the Property after receiving written approval from the Easement Holder. Prior to permitting any such investigations, the Fee Owner shall send written notice to the New Hampshire State Archaeologist (or other person or agency then recognized by the State as having responsibility for archaeological resources) for review and comment, and to the Easement Holder, such notice describing the nature, scope, location, timetable, qualifications of investigators, site restoration, research proposal, and any other material aspect of the proposed activity. The Fee Owner and Easement Holder shall request the State Archaeologist (or other person or agency, as above) to consider the proposal, to apply the standards as specified in rules implementing RSA 227-C:7 (Permits Issued for State Lands and Waters), and to provide written comments to the Fee Owner and Easement Holder. The Easement Holder may, in its sole discretion, approve the proposed investigations only if it finds that all of the following conditions are met:

- a. The archaeological investigations shall be conducted by qualified individuals and according to a specific research proposal;
- b. The proposed activities will not harm State or federally recognized rare, endangered, or threatened species; and
- c. The proposed activities will not be materially detrimental to the purposes of the Easement.

3.I. Water Resources Extraction. Subject to written approval from the Easement Holder, the Fee Owner, including the Fee Owner's designee, reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a public water supply system, as defined by NH RSA 485:1-a, XV, as may be amended from time to time. Withdrawal or removal of groundwater for private, commercial purposes is expressly prohibited. For the purposes hereof, permitted activities in conjunction with said withdrawal and/or removal

shall consist of: the installation, maintenance, monitoring, and replacement of temporary wells for exploratory and/or testing purposes, long-term water production wells, monitoring wells, underground water distribution piping, pumping stations, and ancillary improvements such as but not limited to gravel roads, signs, underground utilities, and security fencing; and the extraction and removal of groundwater from the Property. This provision is an exception to Sections 2.I (“Structures”) and 2.J (“Permitted Excavation”) above. In its written approval, the Easement Holder shall assure that the impact to forest land is minimized.

3.K. Cabin or Yurt Site. The Fee Owner reserves the right to designate a single building area within the Easement for the location of a cabin or yurt site as set forth herein (hereafter known as “Cabin or Yurt Building Envelope”), located on Town of Hebron Tax Map 10 Lot 1, as shown on a plan entitled “Survey Plan Compilation & Plan of Conservation Easement, Land of Green Acre Woodlands, Inc., “Groton Hollow”, Sheet 6 of 8, Hebron Complex - West, Tax Map Lots 10-1, 10-2, & 15-1, Tenney Hill, Range & George Roads & Tenney Lane, Hebron, NH, Grafton County, 1571.5 Total Acres +/-, 1545.2 Conservation Easement Acres +/-,” by FORECO, LLC., Forest Resource Consultants, P.O. Box 597 Rumney, NH 03266, dated 2/11/14, (Hebron Complex - Cabin or Yurt Plan”), said plan being further referenced and identified in Appendix A attached hereto. However, the Cabin or Yurt Building Envelope shall remain subject to the Easement and its uses shall be detailed in the required Stewardship Plan noted in Section 2.E. The Fee Owner shall have the right within said Cabin or Yurt Building Envelope to construct, utilize, maintain, repair, relocate, or replace a single cabin or yurt with onsite septic system and onsite water well. This Section is an exception to Section 2.I (“Structures”), Section 3.I. (“Water Extraction”) and must be performed in accordance with 2.J (“Permitted Excavation”). All of the following provisions shall apply to the exercise of this right:

- i. said Cabin or Yurt Building Envelope shall not to exceed one (1) acre in size;
- ii. said Cabin or Yurt Building Envelope shall not be subdivided from the Easement Property;
- iii. said Cabin or Yurt Building Envelope shall be located within or coincident to the area labeled as “Approx. Future Camp/Yurt Site, Cons. Ease. 3.K.” shown on said Plan;
- iv. aboveground and underground public utility lines, including but not limited to power, communication, water, and sewer lines are prohibited to cross the Easement Property; however, power, communication, water and sewer lines shall be allowed to originate and exist within the Cabin or Yurt Building Envelope for the sole purpose of serving the cabin or yurt.
- v. The Fee Owner shall have the right to maintain, and improve the access

to said cabin or yurt over and from the existing Tenney Lane and the private "Tenney Pasture Road", as shown on the Hebron Complex – Cabin or Yurt Plan, leading to the cabin or yurt, but no access way crossing the Easement Property and serving said cabin or yurt located within said Cabin or Yurt Building Envelope shall have an impervious surface.

- vi. the cumulative footprint, including the impervious surface area, of said cabin or yurt and all its ancillary buildings and structures, such as a deck, porch, storage shed, outhouse, and other outbuildings, shall not exceed 600 square feet in size. Impervious surface shall be measured from a structure's roof drip line.
- vii. the height of said cabin or yurt or any other ancillary structure shall not exceed one and one half stories (not to exceed 25 feet in height), as measured from the average grade (being the average of the ground elevations taken at the center point of each wall of the structure) to the elevation of the structure's highest ridgeline.
- viii. the Fee Owner may charge a fee for temporary use of the cabin or yurt. The provisions of Section 3.A ("Conservation Activities") regarding the collection of fees for the recreational use of said cabins or yurts shall apply. No other commercial or industrial uses are permitted within said Cabin or Yurt Building Envelope.
- ix. said cabin or yurt is intended to be used for recreational non-continuous use only. The management and use of said cabin or yurt shall promote the Natural Resource Based Outdoor Education and Outdoor Recreation uses of the Property as these activities are defined in Section 2.B ("Permitted Uses");
- x. said cabin or yurt and all its ancillary buildings, structures, and improvements and the site therefore shall be located and constructed so as to minimize detrimental impacts on the scenic qualities of the Property as viewed from public roads and public waters and on the Purposes for which the Easement was created;
- xi at least ninety (90) days prior to the commencement of any land clearing for a cabin site, or of the construction or relocation of any cabin, lean-to shelter, yurt or access road thereto, the Fee Owner shall submit to the Easement Holder for approval a written description and sketch plan of the proposed activity, including size, extent, location, timing, and method of construction or relocation. Within ninety (90) days of receipt by the Easement Holder of such submission, the Easement Holder shall approve or disapprove said submission in writing to the Fee Owner. Approval shall not be unreasonably withheld. Any disapproval shall

specify in detail the reasons therefore. The failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise by the party so failing.

3.L. Rights of way for Access Roads, Driveways & Utility Lines. The Fee Owner has the right of access and shall have the right to convey said access to others, over the existing private "Tenney Pasture Road" leading from the end of the Class VI portion of Tenney Lane to Tenney Hill Road, all said roads are shown on a plan entitled " Survey Plan Compilation & Plan of Conservation Easement, Land of Green Acre Woodlands, Inc., "Groton Hollow", Sheet 6 of 8, Hebron Complex - West, and Sheet 7 of 8, Hebron Complex - East, Tax Map Lots 10-1, 10-2, & 15-1, Tenney Hill, Range & George Roads & Tenney Lane, Hebron, NH, Grafton County, 1571.5 Total Acres +/-, 1545.2 Conservation Easement Acres +/-," by FORECO, LLC., Forest Resource Consultants, P.O. Box 597 Rumney, NH 03266, dated 2/11/14, ("Hebron Complex Plan"), said plan being further referenced and identified in Appendix A attached hereto. All of the following provisions shall apply to the exercise of this right:

- i. said right of access includes the right to use, maintain, improve, and repair, an access road and utility lines including but not limited to water supply lines, electrical power and communication lines, for the purpose to serve a single family residence on the area identified as "Conservation Easement Exclusion # 2" located on Tenney Hill Road and shown on the Hebron Complex Plan, Sheet 7 of 8;
- ii. said right of access includes the right to use, maintain, improve, and repair, an access road and utility lines including but not limited to water supply lines, electrical power and communication lines, for the purpose to serve a single family residence on the area identified as "Conservation Easement Exclusion # 5" located on Cilley Road and shown on the Hebron Complex Plan, Sheet 7 of 8;
- iii. said right of access includes the right to use, maintain, improve, and repair, an access road and utility lines including but not limited to water supply lines, electrical power and communication lines, for the purpose to serve a single family residence on a lot of land located off said existing private "Tenney Pasture Road" and identified as Hebron Tax Map 15, Lot 3 on the Hebron Complex Plan, Sheet 7 of 8;
- iv. said right of access includes the right to use, maintain, improve, and repair, an access road and utility lines including but not limited to water supply lines, electrical power and communication lines, for the purpose to serve a single family residence on a lot of land located off said existing private "Tenney Pasture Road" and identified as Hebron Tax Map 15, Lot 5 on the Hebron Complex Plan, Sheet 6 of 8; and
- v. said rights are exercisable only on at least sixty (60) days prior written notice to Easement Holder of the conveyance of said rights and/or improvements of said

access roads or utility lines, said notice to include the specific details thereof, such as but not limited to the scope, size, and location of any such improvements and the timing of said activities.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

4.A. Notice of Transfer. The Fee Owner agrees to notify the Easement Holder in writing ten (10) days before the transfer of title to the Property.

4.B. Property Taxes. The Easement Holder shall be under no obligation to maintain the Property or pay any taxes or assessments thereon. All taxes and assessments are the sole responsibility of the Fee Owner.

5. BENEFITS, BURDENS AND ACCESS

5.A. Assignment. The burden of the Easement shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of the Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to a governmental entity, in accordance with the Forest Legacy Program (16 USC Section 2103c), which entity agrees to and is capable of enforcing the conservation purposes of the Easement. Any such assignee or transferee shall have similar authority to assign or transfer.

5.B. Access. The Easement Holder shall have reasonable access to, over, on and across the Property, including with motorized vehicles, for such inspection as is necessary to determine compliance with and to enforce the Easement and to exercise the rights conveyed hereby, fulfill the responsibilities, and carry out the duties assumed by the acceptance of the Easement.

5.C. Signage. The Easement Holder shall have the right to post signs on the Property (subject to the limitations of Section 2.L ("Signage")) to identify the interest of the Easement Holder and in association with public access to the Property. The Fee Owner will be consulted with respect to design, size, and location of any signs.

5.D. Collection of Data. The Easement Holder shall have the right to enter the Property for the purpose of collecting data for studies and research for the purposes of understanding the status, trends and distribution of significant ecological, cultural, archaeological, recreational and wildlife resources provided such research does not interfere with the Forestry, Agriculture and Conservation Activities of the Fee Owner. This right of entry shall not entitle the Easement Holder to conduct any research or studies that involve the manipulation of or modification to the Property. Proprietary information related to economic values, earnings or profits resulting from studies and research shall not be released to the public without the written approval of the Fee Owner.

5.E. Public Access. Subject to Fee Owner's reserved rights set forth in Section 3 above:

i. The Easement Holder shall have the right to allow public pedestrian access to, on, over and across the Property for low-impact, non-commercial Outdoor Recreational and Natural Resource Based Outdoor Education activities such as hiking, hunting, fishing, trapping (by required state permit), cross country skiing, and snowshoeing. The Easement Holder has the right to allow snowmobile use as set forth in Section 5.F ("Snowmobile Use"). Any other wheeled, equestrian or motorized Outdoor Recreation Activities shall be allowed only with the prior written approval of the Fee Owner. The Fee Owner may restrict or prohibit public access in areas involved in active timber harvesting or road construction. The Property may be posted against public access to, on and across the Property or otherwise restricted by the Easement Holder in the interest of public safety or to prevent natural resource degradation.

ii. The Fee Owner and the Easement Holder agree to cooperatively monitor public access to and use of areas that are ecologically fragile or that contain exemplary natural communities or populations of rare species. The Easement Holder agrees to meet with the Fee Owner to discuss public access and use issues that may develop and consider management options including posting to limit or restrict public access to these areas. This Section is an exception to Section 2.N ("Closure of Property");

iii. The Easement Holder shall retain the right to issue permits for persons with special needs to allow them to access the Property by vehicular means, after providing written notification to the Fee Owner. Such use shall be in accordance with the Stewardship Goals and Purposes of the Easement; and

iv. The Fee Owner and the Easement Holder may enter into a separate "Public Access Memorandum of Understanding" to further describe the rights and responsibilities of the parties related to public use of the Property.

5.F. Snowmobile Use. The Easement Holder shall have the right to allow the public to use and operate snowmobiles on designated trails and roadways on the Property, and the Easement Holder shall have the right to maintain the designated trails labeled as (State) "Snowmobile Trail Corridor" shown on the survey plans referenced in Appendix A attached hereto. The plans may be amended from time to time to relocate trails or to include additional snowmobile trails upon mutual written agreement of the Fee Owner and Easement Holder. Public use of these snowmobile trails and their maintenance by the Easement Holder shall be governed by a separate "Snowmobile Agreement" (Appendix B) between the Fee Owner and the Easement Holder. The Snowmobile Agreement may be amended from time to time with the mutual written consent of the Fee Owner and the Easement Holder. All amendments to the Snowmobile Agreement shall be recorded in the Grafton County Registry of Deeds as provided in Section 8 ("Amendment") of the Snowmobile Agreement.

5.G. Third Party Liability. Nothing contained in the Easement shall create any liability on behalf of the Fee Owner or the Easement Holder to any third party or create any right, claim or cause of action on behalf of any party other than the Fee Owner or the Easement Holder and their successors and assigns.

5.H. Limitation on Liability. The Fee Owner specifically retains all protections from liability provided under New Hampshire Law to private owners of land, including, but not limited to, the protections contained in RSA 212:34, RSA 215:A34 II, or RSA 508:14 (or any successor or other statutory or regulatory provision then applicable). The Easement Holder specifically retains all protections from liability provided under New Hampshire Law including those referenced above and sovereign immunity.

6. BREACH OF CONSERVATION EASEMENT

6.A. Notice of Breach. When a breach of the Easement or conduct by anyone inconsistent with the Easement comes to the attention of the Easement Holder, it shall notify the Fee Owner in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

6.B. Response. The Fee Owner shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to immediately correct or cure the breach, or to terminate the conduct and to repair any damage. The Fee Owner shall promptly notify the Easement Holder of its actions taken under this section.

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

6.D. Breach Caused by Others. Notwithstanding the foregoing paragraphs, nothing contained in the Easement shall be construed to entitle either party to bring any action against the other for any injury to or change in the Property resulting from causes beyond either party's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm and earth movement, or from any prudent action taken by either party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6.E. Third Party Claims. The Easement Holder and the Fee Owner reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Property and to the Purposes of the Easement.

7. NOTICES

All notices, requests and other communications, required or permitted to be given under the 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 Easement Holder or the Fee Owner may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when delivered or mailed. The Fee Owner shall provide the Easement Holder with notification of any activities on the Property that require legal notices to abutters or to the public under New Hampshire law.

8. ANNUAL MEETING

The Fee Owner and the Easement Holder shall meet annually at a date, time and place convenient for both. The annual meeting shall provide an opportunity for the parties to discuss any questions or concerns regarding the Property and the exercise of the rights by either party under the Easement. The parties may mutually agree to forego the meeting or hold additional meetings for such purposes as they deem necessary.

9. SEVERABILITY

If any provision of the Easement or its application to any person or circumstance, is found to be invalid by a court of competent jurisdiction or otherwise, the remainder of the provisions of the 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.

10. CONDEMNATION

10.A. Full Damages. 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 Easement in whole or in part or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of condemnation or exercise of eminent domain, the Fee Owner and the Easement Holder shall thereupon act jointly to recover the full damages resulting from such taking or lawful sale with all incidental or direct damages and expenses incurred by them to be paid out of the damages recovered.

10.B. Apportionment of Damages. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Fee Owner and the Easement Holder in proportion to the fair market value, at the time of such taking or lawful sale in lieu of condemnation or exercise of eminent domain, of their respective interests in that part of the Property condemned. The values of the Easement Holder's and Fee Owner's interests shall be determined by an appraisal prepared by a qualified appraiser licensed in the State of New Hampshire in conformance with the Uniform Appraisal Standards for Federal Land Acquisition, at the time of condemnation.

10.C. Use of Easement Holder's Share. The Easement Holder shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the Purposes set forth herein subject to the provisions of Section 15 ("Easement Conversion").

11. ADDITIONAL EASEMENT AND RIGHTS

The Fee Owner shall not convey, grant, exchange, or otherwise transfer any in common or undivided interest in the Property to a third party, including, but not limited to, use restrictions, licenses, rights-of-way, leases, other easements or a security or leasehold interest into, on, over, under, or across the Property without the prior written approval of the Easement Holder, except as part of a long-term lease of the timber rights in the Property for the purposes of timber harvesting, provided the Fee Owner remains responsible to assure that all harvesting is done in compliance with the terms of the Easement and the Stewardship Plan. To the extent any other provision within the Easement is inconsistent with this paragraph, the terms of this paragraph shall control, except as may be otherwise specifically permitted in the Easement.

Such written permission shall be recorded in the Grafton County Registry of Deeds. No easements including easements of ingress or egress, driveways and roads, shall be constructed, developed, or maintained into, on, over, under, or across the Property without the prior written permission of the Easement Holder, except as may be otherwise specifically permitted in the Easement. The Easement Holder may grant permission if they determine, in their sole discretion, that any such interest would be in accordance with the Purposes of the Easement and would not adversely affect the forestry potential or the scenic beauty of the Property. Any permitted use restriction or easement shall be in accordance with the Purposes of the Easement and must be recorded.

12. DISPUTES

12.A. Non-Binding Mediation. The Fee Owner and the Easement Holder shall have the right to have any dispute arising under the Easement determined by the Grafton County Superior Court or submitted to mediation in accordance with this section. In this section, any reference to "mediation" shall mean non-binding mediation. The parties agree that mediation shall not operate to stay any proceedings that either party may institute in the Superior Court. If either party requests that mediation of a particular matter or matters be undertaken and if that matter is not at the time of the request the subject of an action in the Superior Court, or if it does not become the subject of an action in the Superior Court during the course of the mediation, then the parties shall agree that the matter will be submitted to mediation. The agreement for mediation shall be in writing, signed by both parties, and include a statement of the matter or matters that are the subject of the mediation.

12.B. Selecting a Mediator. If mediation is requested in a manner consistent with Section 12.A ("Non-Binding Mediation"), the Fee Owner and the Easement Holder shall together choose a mediator within fifteen (15) days of the date of the written agreement

for mediation. Such mediator shall be notified, in writing, that he or she has been chosen as mediator. The fees and costs for the mediator shall be agreed to, in writing, by the parties and the mediator. Each party shall pay one-half the total fees and costs of the mediator.

12.C. Scheduling Mediation. When the mediator has been selected, he or she shall, with the agreement of the parties, schedule a date or dates for the mediation hearing as soon as practicable. The mediator shall be present for the mediation hearing. The mediation hearing date may only be postponed for good cause accepted by all parties involved.

12.D. No Waiver of Action. The Easement Holder does not waive or forfeit the right to take action as may be necessary to insure compliance with the Easement by any prior failure to act and Fee Owner hereby waives any defense of laches with respect to any delay, omission, or any past failure to act by the Easement Holder, its successors or assigns, with respect to enforcement of any restriction or exercise of any rights under the Easement, any such delay or omission shall not impair the Easement Holder's rights or remedies or be construed as a waiver.

13. LIMITATION ON AMENDMENT

The Fee Owner and Easement Holder may, by mutual written agreement, jointly amend the Easement provided that no amendment shall be made that will adversely affect the qualifications of the Easement or the status of the Easement Holder under any applicable laws including Section 170(h) of the Internal Revenue Code and the Forest Legacy Program (16 USC Section 2103c) and NH RSA 477:45-47. Any amendment shall be in accordance with the Purposes of the Easement, shall not affect its perpetual duration, shall not permit any residential or any commercial development of the Property, and shall not permit any impairment of the conservation values of the Property. Any amendment shall be recorded in the Grafton County Registry of Deeds after all approvals required by law have been obtained. Nothing in this Section shall require the Fee Owner or the Easement Holder to agree to any amendment or to consult or negotiate regarding any amendment.

14. EASEMENT CONVERSION

The Easement Holder acknowledges that the Easement was acquired with Federal funds under the Forest Legacy Program (16 USC Section 2103c) and the interest acquired cannot be sold, exchanged or otherwise disposed of, except as provided in Section 5.A ("Assignment"), unless the United States is reimbursed the fair market value of the interest in the land at the time of disposal. Provided, however, the Secretary of Agriculture may exercise discretion to consent to such sale, exchange, or disposition upon the State of New Hampshire's tender of equal valued consideration acceptable to the Secretary.

15. MERGER

The Fee Owner and the Easement Holder agree that the terms of the Easement shall survive any merger of the fee and easement interest in the Property.

16. BASELINE DOCUMENTATION

The originals of the Baseline Documentation are on file at the offices of the Easement Holder and consist of descriptions, maps, and other documentation that the parties acknowledge and agree in writing (the "Acknowledgement") and provide, collectively, the parties' best efforts to assemble an accurate representation of the Property as reasonably known by them upon the execution of the Easement, and certain other material referenced in the Easement. The acknowledgement must be signed at, or prior to, the closing. The Baseline Documentation is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of the Easement.

17. BINDING EFFECT

The Easement Holder and Fee Owner, by signing and recording the Easement, agree to be bound by, observe, and enforce its provisions and assume the rights and responsibilities herein granted to and incumbent upon them, all in the furtherance of the Purposes for which the Easement is delivered.

18. STATE LAW CONTROLLING

This agreement shall be governed by the laws of the State of New Hampshire as it applies to matters wholly arising within the state and by relevant federal laws.

IN WITNESS WHEREOF, I have hereunto set my hands this ____ day of _____, 2014.

GREEN ACRE WOODLANDS, INC.,

By: Robert Marcalus
President, Duly Authorized

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2014, by Robert Marcalus, as President of Green Acre Woodlands, Inc. on behalf of the corporation.

Notary Public/Justice of the Peace
My Commission expires: _____

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT**

By: _____
Name: Jeffrey J. Rose
Title: Commissioner
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

This instrument was acknowledged before me on this ____ day of _____, 2014, by Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, on behalf of the State of New Hampshire.

Justice of the Peace/Notary Public
My Commission Expires _____

Approved by Governor and Council: Date: _____, Agenda Item: _____

Approved as to form, substance, and execution by the Office of the Attorney General

Date

Patrick J. Queenan
Assistant Attorney General

APPENDIX A

The Property subject to the Conservation Easement granted hereby consists of nine (9) certain tax map parcels of undeveloped land totaling 3,342 acres, situated in the Towns of Groton, Hebron and Plymouth, County of Grafton, State of New Hampshire, as shown on a plan entitled "Survey Plan Compilation & Plan of Conservation Easement, Land of Green Acre Woodlands, Inc., Groton Hollow", Sheet 1 of 8, Project Overview & Index Sheet, by FORECO, LLC., Forest Resource Consultants, P.O. Box 597, Rumney, NH 03266, dated 2/11/14, recorded at Plan # _____, at the Grafton County Registry of Deeds ("Plan"), and further described below:

Tax Map 9, Lot 2, Groton, NH

Shown on a plan entitled "Survey Plan Compilation & Plan of Conservation Easement, Land of Green Acre Woodlands, Inc., "Groton Hollow", Sheet 2 of 8 – Groton Hollow Complex and Sheet 3 of 8 – Groton Hollow Complex - Detail, Tax Map 9, Lots 2, 8 and 10, Groton Hollow Road, Groton, NH, Grafton County, 2,930.5. Total Acres +/-, 770.7 Conservation Easement Acres +/-," by FORECO, LLC., Forest Resource Consultants, P.O. Box 597, Rumney, NH 03266, dated 2/11/14, and recorded at Plan # _____, at the Grafton County Registry of Deeds:

Meaning and intending to describe a portion of the premises conveyed to Green Acre Woodlands, Inc. by virtue of a Change of Name Certificate from Franconia Paper Corp. dated June 28, 1971 and recorded at Book 1145, Page 174. Franconia Paper Corp took title by virtue of a Fiduciary Deed of Marcalus Manufacturing Co., Inc. dated April 20, 1950 and recorded at Book 800, Page 341, part of Tract #6 therein, all recorded at the Grafton County Registry of Deeds.

Subject to the following:

A. A Boundary Line Agreement between Green Acre Woodlands, Inc. and the State of New Hampshire dated August 9, 1995 and recorded at Book 2165, Page 595 and as depicted on Plan 8446, all as recorded in the Grafton County Registry of Deeds. Said BLA establishes the southerly boundary line of Tax Lot 9-2 (Green Acre Woodlands, Inc.) and the northerly boundary line of Tax Lot 7-61 (State of NH - Crosby Mountain State Park) as shown on the Hebron Tax Maps and as shown on Plan 13878;

B. Current Use Tax Notice in favor of the Town of Groton dated May 7, 2013 at Book 3977, Page 330 in said Registry.

C. All matters noted on said Plan of Tax Map 9 Lot 2 recorded at said Registry.

Tax Map 6, Lot 1-1, Groton, NH,
Tax Map 7, Lot 21, Groton, NH,
Tax Map 7, Lot 45, Groton, NH, and
Tax Map 7, Lot 46, Groton, NH,

Shown on a plan entitled "Survey Plan Compilation & Plan of Conservation Easement, Land of Green Acre Woodlands, Inc., "Groton Hollow", Sheet 4 of 8, Fletcher Mt. Complex - North, and Sheet 5 of 8, Fletcher Mt. Complex - South, Tax Map Lots 6-1-1, 6-1-2, 6-1-3, 7-21, 7-45 & 7-46, Halls Brook, North Groton and Blood Roads, Groton, NH, Grafton County, 765.1 Total Acres +/-, 735.8 Conservation Easement Acres +/-," by FORECO, LLC., Forest Resource Consultants, P.O. Box 597 Rumney, NH 03266, dated 02/11/14, and recorded at Plan # _____, at the Grafton County Registry of Deeds:

Meaning and intending to describe a portion of the premises conveyed to Green Acre Woodlands, Inc. by virtue of a Quitclaim Deed of Executive Auto Lease, Inc. dated March 13, 2012 and recorded at Book 3865, Page 799 in the Grafton County Registry of Deeds.

Subject to the following:

- A. Current Use Tax Notice in favor of the Town of Groton dated April 10, 2012 and recorded at Book 3879, Page 724 in said Registry;
- B. A 30 foot wide utility easement in favor of the New Hampshire Electric Cooperative, Inc. and NE Tel. & Tel. dated June 7, 1993 and recorded at Book 2063, Page 893 in said Registry. The Easement deed from Yorkshire Timber Company states it is on the N/S of North Groton Road, in Groton, for an easement for Pole 8D1/108;
- C. Restrictive covenants for Lots 13 & 14 as shown on plan at Pocket 3, Folder 3, Plan #1 (Tax Lots 7-46 & 7-45, respectively) as described in the deed of John Greenan to Yorkshire Timber Co. dated December 7, 1978 and recorded at Book 1361, Page 951, providing for no further subdivision, no trailers, no buildings not completed within 1 year, no junk and no businesses;
- D. A 20 foot wide driveway easement in favor of Lot 12, Pocket 3, Folder 3, Plan #1 over Lot 13 on said Plan and as described in the deed of John Greenan to Yorkshire Timber Co. dated December 7, 1978 and recorded at Book 1361, Page 951 in said Registry;
- E. A utility line easement in favor of the New Hampshire Electric Cooperative dated June 30, 1977 and recorded at Book 1317, Page 743 providing utilities to the subdivision shown on plan at Pocket 3, Folder 3, Plan #1;
- F. The rights of others to pass and repass over Norris Road as described in deeds at Book 347, Page 474 and at Book 366, Page 392 in said Registry;

G. A Boundary Line Agreement between Gregor Anderson, Lawrence & Florence King and Yorkshire Timber Company dated April/May, 1997 and recorded at Book 1675, Page 724 and as depicted on Plan #4179 in said Registry;

H. A Boundary Line Agreement between William Wadsworth and the Draper Corporation dated June 7, 1965 and recorded at Book 1024, Page 333 in said Registry establishing the easterly line of the George Lot as shown on a plan of the George Lot drawn by H.D. Trojano in 1963 and 1964, and recorded at Plan Book 1021 Plan #13 in said Registry.;

I. A Decree in a Petition to Quiet Title in the matter of Land/Vest, Inc. as General Partner of Forest Land Associates v. Edward M. Simpson, Horace D. Carter, Standard Minerals Corporation, Charles Green Smith and other persons unknown, Grafton County Superior Court, January Term 1978, said Decree dated February 9, 1978, and recorded at Book 1329, Page 591 in the Grafton County Registry of Deeds.

J. All matters noted on said Plan of Tax Map Lots 6-1-1, 7-21, 7-45 and 7-46 recorded at said Registry.

Tax Map 10, Lot 1, Hebron, NH

Shown on a plan entitled "Survey Plan Compilation & Plan of Conservation Easement, Land of Green Acre Woodlands, Inc., "Groton Hollow", Sheet 6 of 8, Hebron Complex - West, and Sheet 7 of 8, Hebron Complex - East, Tax Map Lots 10-1, 10-2, & 15-1, Tenney Hill, Range & George Roads & Tenney Lane, Hebron, NH, Grafton County, 1571.5 Total Acres +/-, 1545.2 Conservation Easement Acres +/-," by FORECO, LLC., Forest Resource Consultants, P.O. Box 597 Rumney, NH 03266, dated 2/11/14, and recorded at Plan # _____, at the Grafton County Registry of Deeds:

Meaning and intending to describe a portion of the premises conveyed to Green Acre Woodlands, Inc. by virtue of a Change of Name Certificate from Franconia Paper Corp. dated June 28, 1971 and recorded at Book 1145, Page 174. Franconia Paper Corp took title by virtue of a Fiduciary Deed of Marcalus Manufacturing Co. dated April 29, 1950 and recorded at Book 800, Page 341 (part of Tract #6 therein) . Said Tax Lot was described by metes and bounds descriptions by the deed of Charles W. Cogswell to Parker-Young Co. dated July 25, 1929 and recorded at Book 616, Page 577; by the deed of Sherman Adams to Parker-Young Co. dated October 30, 1941 and recorded at Book 702, Page 250; by the deed of Mary Ruth Russell to Franconia Paper Co. dated July 3, 1958 and recorded at Book 924, Page 376; and by the deed of Rodney S. Adams to Franconia Paper Corp. dated February 4, 1959 and recorded at Book 917, Page 483, all in the Grafton County Registry of Deeds.

Together with the benefit of a 50 foot wide access easement running southwesterly over Cilley Road a distance of approximately 575 feet from the southwest corner of Lot 5, Plan 1054, to the southerly side of the intersection of the "bypass road" and Cilley Road,

over Lot 4, Plan 1054, being Tax Lot 1-13-4, described as Parcel 2 in the Easement Deed of Elaine Bodie to Green Acre Woodlands, Inc. dated August 13, 2009 and recorded at Book 3640, Page 573 at said Registry.

Subject to the following:

A. A Boundary Line Agreement between Green Acre Woodlands, Inc. and the State of New Hampshire dated August 9, 1995 and recorded at Book 2165, Page 595 and as depicted on Plan 8446, all as recorded in the Grafton County Registry of Deeds. Said BLA establishes the boundary line between Tax Lots 10-1 (Green Acre Woodlands, Inc.) and Tax Lot 7- 61 (State of NH - Crosby Mountain State Park) as shown on the Hebron Tax Maps;

B. A License granted by Green Acre Woodlands, Inc. to the State of New Hampshire dated August 9, 1995 and recorded at Book 2165, Page 595 and as depicted on Plan 8446, all as recorded in said Registry granting a public hiking trail from a public parking area at the north end of Tenney Lane across Tax Lot 10-1 for access to Tax Lot 7-61, the Crosby Mountain State Park;

C. A Current Use Tax Notice in favor of the Town of Hebron dated October 26, 1994 and recorded at Book 2086, Page 814 in said Registry;

D. A Current Use Tax Notice in favor of the Town of Hebron dated June 23, 1997 and recorded at Book 2195, Page 915 in said Registry;

E. A 50 foot wide easement for access and utilities over the "bypass road" from the northerly side of George Road to the intersection of the "bypass road" and Cilley Road, in favor of Richard S. & Betty N. Merrill dated August 17, 2009 and recorded at Book 3640, Page 581 in said Registry.

F. All matters noted on said Plan of Tax Map 10 Lot 1 recorded at said Registry.

Tax Map 10, Lot 2, Hebron, NH

Shown on a plan entitled "Survey Plan Compilation & Plan of Conservation Easement, Land of Green Acre Woodlands, Inc., "Groton Hollow", Sheet 7 of 8, Hebron Complex - East, Tax Map Lots 10-1, 10-2, & 15-1, Tenney Hill, Range & George Roads & Tenney Lane, Hebron, NH, Grafton County, 1571.5 Total Acres +/-, 1545.2 Conservation Easement Acres +/-," by FORECO, LLC., Forest Resource Consultants, P.O. Box 597 Rumney, NH 03266, dated 2/11/14, and recorded at Plan # _____, at the Grafton County Registry of Deeds:

Meaning and intending to describe a portion of the premises conveyed to Green Acre Woodlands, Inc. by virtue of a Fiduciary Deed of Robert C. Ruggiero, Administrator of the Estate of Maybelle M. Bodie dated August 14, 2009 and recorded at Book 3640, Page

570 in the Grafton County Registry of Deeds, being a portion of Lot 5 as shown on Plan 1054.

Together with the benefit of a 50 foot wide access easement running southwesterly over Cilley Road a distance of approximately 575 feet from the southwest corner of Lot 5, Plan 1054, to the southerly side of the intersection of the "bypass road" and Cilley Road, over Lot 4, Plan 1054, being Tax Lot 1-13-4, said easement described as Parcel 3 in the Easement Deed of Elaine Bodie to Green Acre Woodlands, Inc. dated August 13, 2009 and recorded at Book 3640, Page 573 at said Registry, and as described in the Fiduciary deed of Robert C. Ruggiero, Administrator of the Estate of Maybelle M. Bodie dated August 14, 2009 and recorded at Book 3640, Page 570 at said Registry.

Subject to the following:

A. A 50 foot wide easement for access and utilities over the northerly end of Cilley Road in favor of Richard S. & Betty M. Merrill dated August 17, 2009 and recorded at Book 3640, Page 581 in said Registry.

B. Current Use Tax Notice in favor of the Town of Hebron dated April 1, 2010 and recorded at Book 3705, Page 408 placing Tax Lot 10-2 in current use tax classification.

C. All matters noted on said Plan of Tax Map 10 Lot 2 recorded at said Registry.

Tax Map 15, Lot 1, Hebron, NH

Shown on a plan entitled "Survey Plan Compilation & Plan of Conservation Easement, Land of Green Acre Woodlands, Inc., "Groton Hollow", Sheet 6 of 8, Hebron Complex - West, and Sheet 7 of 8, Hebron Complex - East, Tax Map Lots 10-1, 10-2, & 15-1, Tenney Hill, Range & George Roads & Tenney Lane, Hebron, NH, Grafton County, 1571.5 Total Acres +/-, 1545.2 Conservation Easement Acres +/-," by FORECO, LLC., Forest Resource Consultants, P.O. Box 597 Rumney, NH 03266, dated 2/11/14, and recorded at Plan # _____, at the Grafton County Registry of Deeds:

Meaning and intending to describe a portion of the premises conveyed to Green Acre Woodlands, Inc. by virtue of a Warranty Deed of David L. Trombley, Jr. dated August 16, 1999 and recorded at Book 2413, Page 957 in the Grafton County Registry of Deeds.

Subject to the following:

A. A 2 rod wide (33 feet) by 410 foot long easement on the west side of Old County Road (aka Tenney Hill Road) starting from the northeast corner of Tax Lot 15-3 in favor of Harvey Isabelle dated September 4, 1973 and recorded at Book 1216, Page 524 in said Registry;

B. A 50 foot right-of-way in favor of David R. & William F. Coulter dated March 13, 1981 and recorded at Book 1417, Page 419 in said Registry granting an easement for pedestrian and vehicular traffic across Tax Lot 15-1 in favor of tax Lot 15-5 and shown

on plan of Hebron Complex, Sheets 5 and 6, by FORECO LLC, referenced above;

C. A Boundary Line Agreement between R. Arthur Bradbury, David Trombley and David A. Poulos & Joyce Romeri as Co-Executors u/w/o Mabel D. Poulos dated October 31, 1986 and recorded at Book 1650, Page 413 in said Registry establishing the easterly boundary line of Tenney Hill Road (aka Old County Road) between Tax Lot 8-16 (Poulos), Tax Lot 15-1 (Trombley) and Tax Lot 15-4 (Bradbury now Downing);

D. A Current Use Tax Notice in favor of the Town of Hebron dated October 2, 2000 and recorded at Book 2503, Page 765 in said Registry;

E. All matters noted on said Plan of Tax Map 15 Lot 1 recorded at said Registry.

Tax Map 226, Lot 1, Plymouth, NH

Meaning and intending to describe all and the same premises conveyed to Green Acre Woodlands, Inc. by virtue of a Change of Name Certificate from Franconia Paper Corp. dated June 28, 1971 and recorded at Book 1145, Page 174. Franconia Paper Corp took title by virtue of a Fiduciary Deed of Marcalus Manufacturing Co. dated April 29, 1950 and recorded at Book 800, Page 341 (part of Tract #6 therein). Said lot was described by metes and bounds by the deed of Leon W. Berry & Charles J. Sargent to Parker-Young Co. dated September 20, 1921 and recorded at Book 563, Page 140, excepting and reserving the land deeded out by Franconia Paper Co. to John & Hope French by deed dated September 25, 1962 and recorded at Book 981, Page 124 all in the Grafton County Registry of Deeds.

Together with the benefit of an access easement over Tax Lot 226-2 and running southerly into Hebron on Cilley Road as described in the Easement Deeds of Elaine Bodie and Richard & Betty Merrill to Green Acre Woodlands dated August 13, 2009 and August 21, 2009, respectively, and recorded at Book 3640, Page 573 (Parcel 1 therein) and at Book 3640, Page 575, respectively.

Subject to the following:

A. Current Use Tax Notice in favor of the Town of Plymouth recorded April 19, 1976 at Book 1279, Page 11 in the Grafton County Registry of Deeds.

B. All matters noted on said Plan of Tax Map 226 Lot 1 recorded at said Registry.

APPENDIX B
SNOWMOBILE AGREEMENT

This Snowmobile Agreement ("Agreement") is made this _____ day of _____, 2014, for consideration paid, by and between **GREEN ACRE WOODLANDS, INC.**, a New Hampshire corporation, its agents, employees, successors and assigns ("Fee Owner"), with a mailing address of with a mailing address of PO Box 444, 465 Boulevard, Elmwood Park, New Jersey 07407, and **THE STATE OF NEW HAMPSHIRE**, acting through the **DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT** and its agents, employees, successors and assigns ("DRED"), with a mailing address of P.O. Box 1856, Concord, New Hampshire 03302-1856.

1. **PURPOSE.** By Conservation Easement Deed dated _____, 2014 ("Easement"), the Fee Owner has granted to DRED a perpetual Conservation Easement on certain lands in the town of Groton, Hebron and Plymouth in Grafton County, State of New Hampshire ("Property") of which this Snowmobile Agreement is a part. The Conservation Easement grants to DRED, the right to construct, maintain and use, and to permit the public to use, designated snowmobile trails ("Trails") on the Property as defined in the Easement and as shown the Plan. Management and use of the Trails shall be consistent with the terms of the Easement. The purpose of this Snowmobile Agreement is to set forth the terms, conditions and obligations under which DRED will manage the Trails. DRED and the Fee Owner acknowledge that this Snowmobile Agreement is to provide the public with access for Snowmobile use consistent herewith only, and is not intended to provide access for use by "4-wheelers", All Terrain Vehicles or any type of Off-highway recreational vehicles other than snowmobiles, except as otherwise provided in the Conservation Easement.

2. **OBLIGATIONS OF THE PARTIES.** DRED shall have the right to construct, maintain and use, and permit the public to use, the Trails only on the Property, along the routes established and within the corridors designated and depicted on the Plan. The right to construct, maintain and permit the public to use the Trails shall be subject to the following terms and conditions:

A. The Trails shall be adequately marked by DRED in accordance with the "Trail Signing Handbook: Guidelines for Signing Snowmobile Trails" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau), or such successor standard, to indicate location of the Trails, to restrict snowmobile use to within the designated Trail corridors, and to restrict access by vehicles other than snowmobiles. All spur, side or connecting trails will be posted to indicate snowmobile access and use thereon is prohibited. DRED shall work cooperatively with the Fee Owner to do such things as are reasonably necessary and practicable (including the use of gates and barriers and appropriate official signs) to keep snowmobile use on the Trails and within the Trail corridors and to restrict access by vehicles other than snowmobiles.

B. Limit the corridor within which Trails may be constructed and maintained to a total width of no greater than thirty (30 feet), which shall include the travel way, and as necessary, clearing and drainage structures on either side of the travel way. Said travel way width shall not exceed twelve (12) feet.

C. DRED shall promptly close any Trail or portion thereof to the general public upon the request of the Fee Owner whenever active forestry activities or road construction along or in proximity to the trail corridor create a hazard to the public. In the event DRED chooses to temporarily relocate a Trail or a portion thereof as a result of forestry activities, the Fee Owner and DRED shall work together to designate an alternate route, to be constructed and maintained by DRED at its sole expense.

D. No less than annually, and within ninety (90) days of the closing of the Trails at the end of the winter season, DRED shall conduct a general clean-up of the Trails to remove litter, trash and manmade debris, and promptly respond to the Fee Owner's request for additional litter and trash removal directly related to the rights granted in this Agreement.

E. DRED shall maintain the Trails using best management practices as described in "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau) or such successor standard. DRED and its agents shall have the right to enter the Property with persons and equipment for purposes of maintaining the Trails. Maintenance activities shall include, but not be limited to, installation and replacement of bridges and culverts, rocks and stump removal, smoothing the trail surface, placement of gravel and natural fill, installation of broad based dips, water bars and ditches, removal of fallen trees, cutting back encroaching vegetation and wintertime grooming. Except for wintertime grooming and removal of fallen trees, all maintenance activities shall be done in consultation with the Fee Owner.

F. The Fee Owner shall notify DRED in writing should the Fee Owner determine that the Trails or portions thereof require maintenance. DRED shall, within thirty (30) days of receipt of such notice, respond to the Fee Owner, indicating DRED's determination of trail maintenance needs and the timing of such maintenance. Nothing in this Agreement shall require DRED to perform maintenance necessitated by or resulting from the Fee Owner's activities on the Property, including Forestry.

G. DRED shall, at its discretion, but in consultation with the Fee Owner, close the Trails when weather, snow cover and ground conditions make the Trails unsuitable for snowmobile use.

H. Bridges and other trail improvements shall be designed and constructed for multi-use and multi-season recreational use and shall be maintained by DRED. Bridge design shall be reviewed with the Fee Owner and DRED shall make reasonable efforts to incorporate Fee Owner's suggestions into the design. To the extent that a bridge is designed and constructed at the request of the Fee Owner for uses other than snowmobile crossing, the

Fee Owner and DRED shall allocate the cost of construction accordingly. If a portion of the Trails are permanently relocated or abandoned, DRED shall consult with the Fee Owner and shall remove all bridges the Fee Owner requests be removed therefrom. DRED shall not be responsible for any actions or use of the Trails taken by or on behalf of the Fee Owner.

I. DRED shall obtain all necessary Federal, State and local permits and approvals, and remain in compliance with and abide by the terms of those permits and approvals, and all Federal, State, and local laws and regulations regarding the construction, maintenance and supervision of use upon the Trails.

J. The Fee Owner shall have no obligation or duty to maintain the Trails.

3. MONITORING TRAIL USE. Fee Owner and DRED agree to cooperatively monitor snowmobile usage on the Property to ensure that the current ecological conditions and the Purposes of the Conservation Easement are not diminished or degraded by snowmobile use and that snowmobile use is limited to the designated Trails and is done in compliance with then existing state laws, administrative rules and this Agreement. DRED agrees to meet with the Fee Owner at least annually, and more often at the request of either party, to discuss snowmobile use issues that may develop and consider management options, including posting to limit or close access to some Trails to address those issues within the context and Purposes of the Conservation Easement.

4. DISPUTE RESOLUTION. The Fee Owner and DRED shall have the right to resolve any dispute arising hereunder by the same means as provided in Section 12 ("Disputes") of the Easement referred to in Paragraph 1 above.

5. RIGHT TO RECORD. DRED shall record any Amendment hereto, including any change in the location of the Trails that would result in a change to the Easement, Appendix B.

6. LIMITATION OF LIABILITY. Nothing in the Agreement shall be a basis for any liability on the part of the Fee Owner with respect to personal injury or property damage sustained by any person. The Fee Owner and DRED are entitled to the protections of RSA 508:14, RSA 215:34(II) and RSA 212:34 (or any successor or other statutory or regulatory provision then applicable). DRED shall name the Fee Owner as a named insured in any and all general liability insurance policy obtained by DRED for the Property and for activities undertaken by DRED hereunder. Notwithstanding and in addition to the foregoing, DRED claims all of its rights and protections under the doctrine of sovereign immunity.

7. ASSIGNMENT AND TRANSFER. This Snowmobile Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs or assigns. The rights, interests or obligations hereunder may be assigned by DRED, but compliance with the terms of this Agreement shall remain the responsibility of the State of New Hampshire.

8. AMENDMENT. This Snowmobile Agreement represents the final agreement of the parties. This Snowmobile Agreement can be amended only by a writing signed by both parties and recorded in the Grafton County Registry of Deeds. Any attempted oral modification of this Snowmobile Agreement shall be of no force and effect.

9. GOVERNING LAW. This Snowmobile Agreement shall be governed by, construed by, and enforced in accordance with the laws of the State of New Hampshire. The rights granted herein are subject to the laws, rules and regulations governing the use of snowmobile trails by the public.

IN WITNESS WHEREOF, the parties have executed this Snowmobile Agreement as of the date first written.

IN WITNESS WHEREOF, I have hereunto set my hands this ____ day of _____, 2014.

GREEN ACRE WOODLANDS, INC.,

By: Robert Marcalus
President, Duly Authorized

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2014, by Robert Marcalus, as President of Green Acre Woodlands, Inc. on behalf of the corporation.

Notary Public/Justice of the Peace
My Commission expires: _____

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT**

By: _____
Name: Jeffrey J. Rose
Title: Commissioner
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

This instrument was acknowledged before me on this ____ day of _____, 2014, by Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, on behalf of the State of New Hampshire.

Justice of the Peace/Notary Public
My Commission Expires: _____

Approved by Governor and Council: Date: _____, Agenda Item: _____

Approved as to form, substance, and execution by the Office of the Attorney General

Date

Patrick J. Queenan
Assistant Attorney General