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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL AND CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2214 Fax: 271-6488 www.nhdfll.org

July 31, 2017

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court

[Signature]
Approved by Fiscal Committee 8/25/17
Date

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

REQUESTED ACTION

- Pursuant to RSA 14:30-a, VI, authorize the Department of Natural and Cultural Resources, Division of Forest and Lands (Department) to **retroactively** extend the end date of Federal Grant Award #14-DG-11420004-121 from June 30, 2017 to June 30, 2018 in an amount up to \$5,715,000 for the acquisition of Conservation Easements on 23,728 +/- acres in the Unincorporated Township of Success in Coos County, New Hampshire, known as the "Mahoosuc Gateway Forest Legacy Project" (the Project) upon Fiscal Committee and Governor and Executive Council approval. The grant was originally approved by the Fiscal Committee on February 17, 2017 item # 17-30 and the Governor and Executive Council on March 8, 2017 item #42. **100% Federal Funds**

Funds are budgeted as follows:

Forest Legacy- II			
03-35-35-351010-35460000			
Class	Description	Account	FY 2018 Budget
Revenue			
000	Federal Funds	404735	(\$5,715,000)
Expense			
033	Land Acquisition & Easements	509033	5,715,000

Funding is available as follows:

03-35-35-351010-35460000
Forest Legacy II
033-509033 Land Acquisition & Easements

FY 2018
\$5,715,000

EXPLANATION

This request is retroactive due to unexpected delays in the appraisal process that have delayed purchase of the conservation easements beyond the previously approved acquisition date. The Fiscal Committee of the General Court approved this request on February 17, 2017 (item #17-30). The Governor and Executive Council approved this request March 8, 2017 (item #42).

The Department has received a Federal Financial Assistance Award of \$5,715,000 under the State Grant Option of the Forest Legacy Program (Grant Award #14-DG-11420004-121) for the Project. Federal Forest Legacy Program Project Grants preclude the State from securing Indirect Costs or Audit Set Aside funds from such grant awards.

The following appropriation is being requested for Fiscal Year 2018:

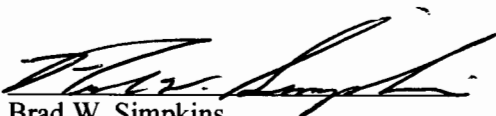
Class	Class Description	Amount	Purpose
033	Land Acquisition & Easements	\$5,715,000	Amount necessary to purchase conservation easements.

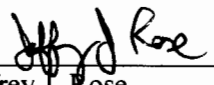
The conservation of the 23,728 +/- acres, contained in two tracts, will protect a significant conservation and woodland resource. The Property contains productive forest soils, valuable wildlife habitat and water resources. Its forests provide critical habitat for rare, threatened, and endangered species. The Property contains important water resources, including an Aquifer Recharge Area and cold water fisheries. The Property provides traditional public recreational opportunities including pedestrian public uses such as hiking, hunting, and fishing, and contains State designated snowmobiling trails. The Property is adjacent to National Park Service lands containing the National Appalachian Scenic Trail, offering trail head access. The 23,728 +/- acre Mahoosuc Gateway Project is central to the mosaic of protected lands spanning the NH-Maine border including the Androscoggin Headwaters and 13-Mile Woods Community Forest (Forest Legacy Projects), the White Mountain National Forest, National Appalachian Scenic Trail, and Umbagog National Wildlife Refuge.

The Conservation Easement language has been approved by the Attorney General's Office. The total Forest Legacy payment for the Conservation Easements will not exceed \$5,715,000 or the appraised value, as stipulated by Federal Forest Legacy Program Standards and Guidelines. The Conservation Fund has completed the title, survey, stewardship plan, baseline documentation, and environmental due diligence. Administrative grant funds from the Forest Legacy account will be used to purchase title insurance. The Conservation Fund will contribute in excess of 25% matching funds through the donation of conservation easements on other conservation properties and in-kind services. There are no State monies contributing to the acquisition of the Project.

Respectfully submitted,

Approved by,


Brad W. Simpkins
Director


Jeffrey J. Rose
Commissioner

(12)

State of New Hampshire
Department of Natural and Cultural Resources
Division of Forests and Lands

FISCAL SITUATION

03-35-35-351010-35460000 Forest Legacy - II	Balance
FY 2018 Available Funds	\$ 63,225
Federal Grant #14-DG-11420004-121 (10/1/13 to 9/30/18)	5,715,000
Total Federal Grant Funds Available	\$5,778,225
Current FY 2018 Budget	(63,225)
Federal Grant Funds in Excess of Budget	\$5,715,000
Funds Reserved for Future Periods	(0)
Additional Appropriation Request	\$5,715,000



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17 030

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2214 Fax: 271-6488 www.nhdf.org

January 12, 2017

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court
and
His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

[Signature]
Approved by Fiscal Committee 2/12/17
Date

REQUESTED ACTION

- Pursuant to RSA 14:30-a, VI, authorize the Department of Resources and Economic Development, Division of Forest and Lands (Department) to accept and expend a Federal Grant Award #14-DG-11420004-121 in an amount up to \$5,715,000 for the acquisition of Conservation Easements on 23,728 +/- acres in the Unincorporated Township of Success in Coos County, New Hampshire, known as the "Mahoosuc Gateway Forest Legacy Project" (the Project) upon Fiscal Committee and Governor and Executive Council approval through June 30, 2017. **100% Federal Funds**

Funds to be budgeted as follows:

Forest Legacy – II 03-35-35-351010-35460000					
Class	Description	Account	FY 2017 Current Budget	Requested Action	FY 2017 Revised Budget
Revenue					
000	Federal Funds	404735	(\$37,000)	(\$5,715,000)	(\$5,752,000)
Expense					
020	Current Expenses	500200	\$68,364	0	\$68,364
030	Equipment New / Replacement	500311	8,749	0	8,749
033	Land Acquisition & Easements	509033	600	5,715,000	5,715,600
040	Indirect Costs	500800	5,869	0	5,869
041	Audit Fund Set Aside	500801	92	0	92
070	In-State Travel Reimbursement	500705	2,090	0	2,090
080	Out-of-State Travel	500712	2,980	0	2,980
Total:			\$88,744	\$5,715,000	\$5,803,744

- Pursuant to RSA 227-H:3, further authorize the Department to purchase Conservation Easements and enter into subsequent Snowmobile Agreements described in Appendix B on the 23,728 +/- acres in the Project for an amount not to exceed \$5,715,000 for the purpose of protecting natural resources and ensuring continued access to the properties upon Governor and Executive Council approval. **100% Federal Funds**

Funding is available as follows:

03-35-35-351010-35460000
Forest Legacy – II
033-509033 Land Acquisition & Easements

FY 2017

\$5,715,000

EXPLANATION

The Department has received a Federal Financial Assistance Award of \$5,715,000 under the State Grant Option of the Forest Legacy Program (Grant Award #14-DG-11420004-121) for the Project. Federal Forest Legacy Program Project Grants preclude the State from securing Indirect Costs or Audit Set Aside funds from such grant awards.

The following appropriation is being requested for Fiscal Year 2017:

Class	Class Description	Amount	Purpose
033	Land Acquisition & Easements	\$5,715,000	Amount necessary to purchase conservation easements.

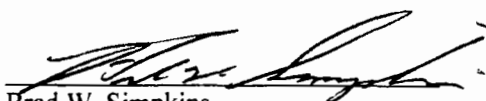
The conservation of the 23,728 +/- acres, contained in two tracts, will protect a significant conservation and woodland resource. The Property contains productive forest soils, valuable wildlife habitat and water resources. Its forests provide critical habitat for rare, threatened, and endangered species. The Property contains important water resources, including an Aquifer Recharge Area and cold water fisheries. The Property provides traditional public recreational opportunities including pedestrian public uses such as hiking, hunting, and fishing, and contains State designated snowmobiling trails. The Property is adjacent to National Park Service lands containing the National Appalachian Scenic Trail, offering trail head access. The 23,728 +/- acre Mahoosuc Gateway Project is central to the mosaic of protected lands spanning the NH-Maine border including the Androscoggin Headwaters and 13-Mile Woods Community Forest (Forest Legacy Projects), the White Mountain National Forest, National Appalachian Scenic Trail, and Umbagog National Wildlife Refuge.

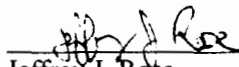
The Conservation Easement language has been approved by the Attorney General's Office. The total Forest Legacy payment for the Conservation Easements will not exceed \$5,715,000 or the appraised value, as stipulated by Federal Forest Legacy Program Standards and Guidelines. The Conservation Fund has completed the title, survey, stewardship plan, baseline documentation, and environmental due diligence. Administrative grant funds from the Forest Legacy account will be used to purchase title insurance. The Conservation Fund will contribute in excess of 25% matching funds through the donation of conservation easements on other conservation properties and in-kind services. There are no State monies contributing to the acquisition of the Project.

Respectfully submitted,

Approved by,




Brad W. Simpkins
Director


Jeffrey J. Rose
Commissioner



MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 14-DG-11420004-121	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: A2
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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 1907
 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
 Northeastern Area State & Private Forestry
 jsjackson@fs.fed.us/610-557-4135

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip - 4 county):
 Mr. Brad Simpkins
 Division of Forest and Lands
 New Hampshire Department of Resources and Economic Development
 172 Pembroke Road
 Concord, NH 03302
 brad.simpkins@dred.state.nh.us/603-271-2214
 leslie.sherman@dred.state.nh.us/603-271-2214 x312

7. RECIPIENT/COOPERATOR'S THIS SUB-ACCOUNT NUMBER (for this 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 extends the ending date to June 30, 2018.
 - 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):

Neal Bungard, in the absence of the Program Monitor approves this modification for a time extension as requested.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

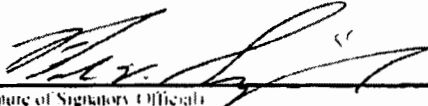

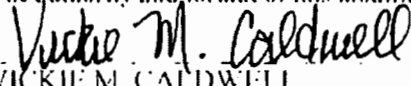
10. ATTACHED DOCUMENTATION (Check all that apply):

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

11. SIGNATURES

ALL SIGNING PARTIES, 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			
11A. SIGNATURE 	11B. DATE SIGNED 7/27/17	11C. U.S. FOREST SERVICE SIGNATURE 	11D. DATE SIGNED 7/27/17
(Signature of Signatory Official) 11E. NAME (type or print) Brad W. Simpkins		(Signature of Signatory Official) 11F. NAME (type or print) MARY BETH BORST	
11G. TITLE (type or print) Director		11H. TITLE (type or print) Acting 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 U.S. Forest Service Grants & Agreements Specialist			12.B. DATE SIGNED 7/27/17

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 14-DG-11420004-121
Between The
NEW HAMPSHIRE DEPARTMENT OF RESOURCES & ECONOMIC
DEVELOPMENT
And The
USDA, FOREST SERVICE
NORTHEASTERN AREA STATE AND PRIVATE FORESTRY
UNDER FOREST SERVICE**

Project Title: FOREST LEGACY ACQUISITION - MAHOOSUC GATEWAY

Upon execution of this document, an award to NEW HAMPSHIRE DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT, hereinafter referred to as "The Recipient," in the amount of \$5,715,000, is made under Cooperative Forestry Assistance Act of 1978, 16 U.S.C. 2101, et. seq., as amended by the 1990 Farm Bill, Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990, Public Law 101-624, 104 Stat. 3359, 16 U.S.C. 2103c; later amended by the 1996 Farm Bill, Federal Agricultural Improvement and Reform Act of 1996; Public Law 104-127; Title III, Conservation; Subtitle G Forestry; Section 374, Optional State Grants for Forest Legacy Program.. NH DRED accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated May 27, 2014, and the attached U.S. Forest Service provisions, 'U.S. Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

All required reports must be sent to nagrants@fs.fed.us for internal recordkeeping and processing

Payments must be requested and approved by the Forest Legacy Program Manager at least 60 days in advance of acquisition closing date and are limited to the minimum amount needed to carry out the approved purpose of the grant and shall be timed as close as is administratively feasible to the actual disbursement.

This is an award of Federal financial assistance and is subject to 7 CFR 3016 Uniform Administrative Requirements, 2 CFR 225 Cost Principles, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

The OMB Circulars are available on the internet at http://www.whitehouse.gov/omb/grants_default/. Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 610-557-4131, Vickie M. Caldwell



Effective October 1, 2010, recipients are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as "the Transparency Act." See the award terms in Attachment B: 2 CFR Part 170.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** NH DRED shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Brad Simpkins Telephone: 603-271-2214 FAX: 603-271-6488 Email: brad.simpkins@dred.state.nh.us	Name: Leslie Sherman Telephone: 603-271-2214 x312 FAX: 603-271-6488 Email: leslie.sherman@dred.state.nh.us

Principal U.S. Forest Service Contacts:

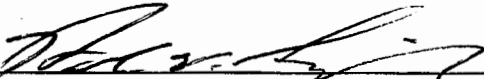
U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jada S. Jackson Telephone: 6610-557-4135 Email: jsjackson@fs.fed.us	Name: Vickie M. Caldwell Telephone: 610-557-4131 Email: vcaldwell@fs.fed.us

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** NH DRED shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a

Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- D. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. See provision L in the attachment, 'U.S. Forest Service Award Provisions.'
- E. PRE-AWARD COSTS FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS Pursuant to OMB Circular 2 CFR Part 225, Attachment B, No. 31, pre-award costs incurred as of May 9, 2014, are hereby authorized under this award.
- F. PROGRAMMATIC CHANGES. NH DRED shall obtain prior approval for any change to the scope or objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.
- G. MODIFICATIONS. Modifications within the scope of this award/agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- H. COMMENCEMENT/EXPIRATION DATE. This award is executed as of the date of the last signature and is effective through **September 30, 2016** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

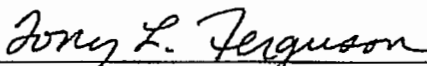
- I. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award/agreement. In witness whereof the parties hereto have executed this agreement as of the last date written below.



BRAD SIMPKINS, Interim Director
New Hampshire, Division of Forest and Lands

6/23/14

Date

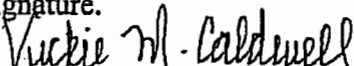


TONY L. FERGUSON, Area Director
U.S. Forest Service, State & Private Forestry

6/20/14

Date

The authority and format of this agreement have been reviewed and approved for signature.

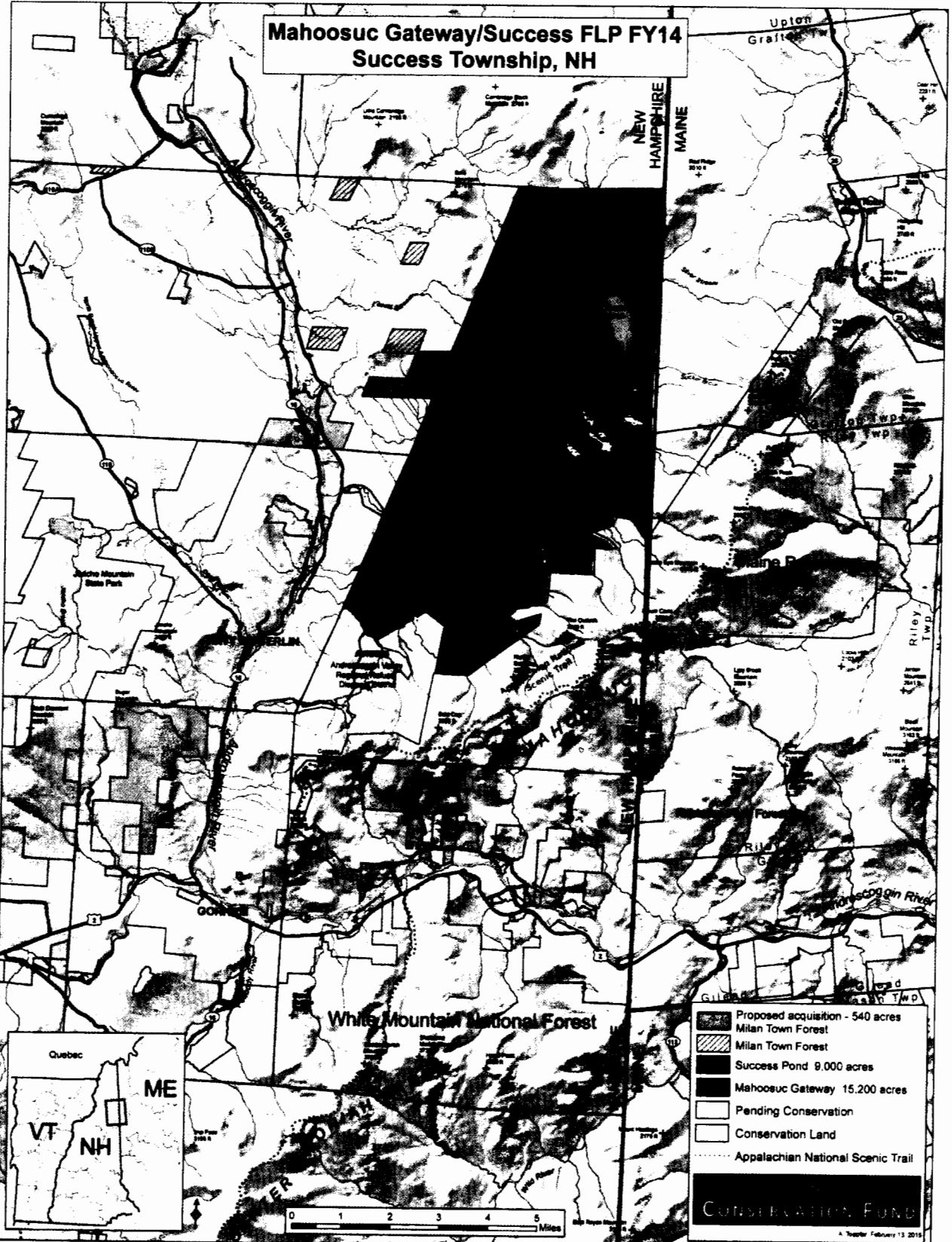


VICKIE M. CALDWELL
U.S. Forest Service Grants Management Specialist

6/20/14

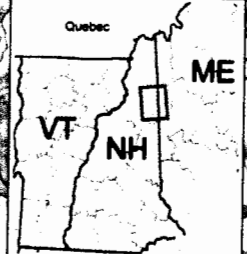
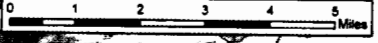
Date

**Mahoosuc Gateway/Success FLP FY14
Success Township, NH**



- Proposed acquisition - 540 acres
- Milan Town Forest
- Milan Town Forest
- Success Pond 9,000 acres
- Mahoosuc Gateway 15,200 acres
- Pending Conservation
- Conservation Land
- Appalachian National Scenic Trail

CONSERVATION FUND
A Trustee February 13 2015



**Return to:
Susan Francher
Land Management Bureau
DRED Forests and Lands
172 Pembroke Road
Concord, New Hampshire 03301**

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
SUCCESS POND**

Unincorporated Township of Success, Coos County, State of New Hampshire

THE CONSERVATION FUND, a Maryland non-profit corporation with a mailing address of 1655 N. Fort Myer Dr., Suite 1300, Arlington, VA 22209 ("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 grants 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 172 Pembroke Road, Concord, New Hampshire 03301 ("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 a certain parcel of land with access thereto being unimproved land situated in the unincorporated Township of Success, County of Coos, 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 8,741 acres, more or less, of quality timber land in the Northern Forest, including low elevation spruce-fir forests and diverse northern hardwood-conifer forest, that has been under continuous forest management for more than 100 years and is conducive to future forest management;

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

WHEREAS, the Property enhances the forest management, wildlife habitat, and public recreation goals of the State of New Hampshire as it is part of a larger landscape of protected lands in the Mahoosuc Region of New Hampshire and Maine that includes New Hampshire public lands, Maine Reserve Lands, and federally owned lands including: Lake Umbagog National Wildlife Refuge, US Forest Service White Mountain National Forest, and the National Appalachian Scenic Trail;

WHEREAS, the Property is included in The Nature Conservancy's Northern Appalachian-Acadian Ecoregion and is ranked high as a highly resilient site suited to species adaptability in climate change;

WHEREAS, a portion of the Property lies over a stratified drift aquifer in the State of New Hampshire that has been identified as an Important Aquifer Recharge Area in the Coos County Master Plan 2014;

WHEREAS, the Property contains over 200 acres of wetlands providing storm event mitigation and flood resiliency while providing critical habitat for a variety of aquatic, riparian, floodplain, and wetland wildlife and plant species, including the Common loon, heron, osprey, bald eagle, fisher, mink, otter, migratory songbirds, and other waterfowl and amphibians;

WHEREAS, the Property contains 8,741 acres or 13.66 square miles of the Androscoggin River watershed, including 36.5 miles of tributaries, including, Silver Stream (2nd Order stream), North Branch Stearns Brook (4th Order Stream), Black Strap Brook (2nd Order Stream), and Chickwolnepy Stream (3rd Order Stream), all headwaters and greater than 4th Order streams, supporting cold water fisheries and producing wild native brook trout, acknowledged by the Eastern Brook Trout Joint Venture as a high priority for protection, and Highest Ranked Habitat by Ecological Condition in New Hampshire and in the Biological Region (NH Wildlife Action Plan 2015);

WHEREAS, the Property contains valuable wildlife habitat for wildlife species such as Canada lynx, black bear, moose and other free-ranging species in the form of a NH Fish and Game Department identified critical travel corridor between other large conserved core habitat blocks in the White Mountain National Forest Kilkenny Unit to the west, the Appalachian National Scenic Trail and Mahoosuc Range into Maine and the Androscoggin River Valley and feeding/foraging areas;

WHEREAS, the Property contains critical habitat that has been identified as a Deer Wintering Area by the New Hampshire Fish and Game Department;

WHEREAS, the Property is identified and designated the Highest Ranked Habitat by Ecological Condition in New Hampshire and the Highest Ranged Habitat in the Biological Region, based on The Nature Conservancy's eco-regional subsection for terrestrial habitats – low elevation spruce-fir forests, and watershed group for wetlands and floodplain forest in the New Hampshire Wildlife Action Plan (2015);

WHEREAS, the Property contains habitat for several Species of Greatest Conservation Need (SGCN) identified in the New Hampshire Wildlife Action Plan (2015) as well as the Vermont and Maine Wildlife Action Plans, including migratory birds, such as Spruce Grouse (NH SGCN, VT Endangered), Chestnut-sided Warbler (NH/ME/VT SGCN), Wood Thrush (NH/VT SGCN), and Woodcock (NH/VT SGCN), all of which are of international concern due to declining populations and high threat;

WHEREAS, the Property contains habitat that supports several rare and threatened species, identified by the New Hampshire Natural Heritage Bureau, that are known to occur on or near the Property, including Canada lynx (US Threatened/NH Endangered), American marten (NH Threatened), Common Loon (NH Threatened), Bald Eagle (NH Threatened), and Northern Harrier (US Special Concern, NH Endangered);

WHEREAS, the Property contains State designated, known and potential Critical Wildlife Habitat including extensive tracts of lowland spruce-fir forest, northern hardwood-conifer forest, northern conifer alder floodplain forest, wetland and peatland natural communities including shrub-sedge fen, conifer and mixed swamp, alluvial alder and conifer silt plain, conifer-alder swamp, and conifer swamp; and

WHEREAS, the Property provides the view-shed for over 12 miles of the National Appalachian Scenic Trail and for publicly conserved side trails in the Mahoosuc Range.

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”):

1.A To preserve and conserve open spaces and scenic values, particularly the conservation of the approximately 8,741 acres of productive forest land of which the Property consists, for the enjoyment and education of the general public; and

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

1.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 natural functions of these hydrologic systems and unimpeded flow regimes that sustain these natural heritage features, and cultural resources; and

1.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 including snowmobile use on designated trails on the Property; and

1.E To retain the Property in perpetuity as biologically and economically viable sustainable tract of land for the production of timber, pulpwood, and other forest products through the long-term, professional management of the Property’s forest resources while minimizing the negative impacts and duration of any negative impacts on water quality, wildlife habitat, soil productivity, recreational values, scenic benefit and other Conservation Values of the Property; and

1.F To preserve and conserve, enhance and restore significant fish and wildlife habitats, rare and exemplary plants and natural communities, and the ecological processes that sustain the Property's natural heritage values, as those values exist on the date of this Easement and as they may evolve in the future.

These Purposes are in accordance with the clearly delineated open space conservation goals and objectives as stated in the Forest Legacy Program as established in 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 collection, 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 Multi-Resource Management Plan for the Property, as described in Section 2.E (“Multi-Resource Management 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”), 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, snow shoeing, hunting, and cross-country skiing both on and off unpaved paths and trails; riding snowmobiles 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 (“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 Multi-Resource Management Plan (“Multi-Resource Management Plan”) as defined in Section 2.E. (“Multi-Resource Management Plan ”);
- iii. in accordance with the 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, 2007) 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 the “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 Society for the Protection of New Hampshire Forests, 2010) and successor documents (hereinafter referred to as “Good Forestry in the Granite State”).

2.E Multi-Resource Management Plan. The Fee Owner shall manage the Property in a manner that is in compliance with the Easement, the Special Management Areas, and in compliance with a written and approved forest and land management plan (“Multi-Resource Management 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. The initial Multi-Resource Management Plan for the Property dated _____, 20____, was submitted by the Fee Owner and approved by the State Forester or designee Easement Holder on _____, 20__ (the “Commencement Date”). An update to the Multi-Resource Management Plan shall be submitted by the Fee Owner to the Easement Holder at least 90 days prior to the tenth anniversary of the Commencement Date and at least once every ten (10) years thereafter (each an “Update”). The Multi-Resource Management 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”) here of are going to be achieved or progressed towards. The then current Multi-Resource Management Plan shall remain in effect until it is duly updated or amended pursuant to Section 2.E.ii and iii hereof. Information in the Multi-Resource Management Plan should be reasonably sufficient to assess that the Property is being managed sustainably and in accordance with the Stewardship Goals. Multi-Resource Management 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;
 12. Known aquifers, well-heads, and other public water features; and
 13. Special Management Area designations.
- 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; 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 Multi-Resource Management 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 Multi-Resource Management Plan. Any Amendments shall be subject to the review described below but need not include all Multi-Resource Management 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 Multi-Resource Management 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 Multi-Resource Management Plan. Amendments may also be submitted in the discretion of the Fee Owner proposing an alternative treatment to Treatments 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 Multi-Resource Management Plan. The State Forester or designee, on behalf of the Easement Holder shall review and act to approve or disapprove Multi-Resource Management 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 Multi-Resource Management 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 period 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 Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals for the Property”). The then existing Multi-Resource Management Plan shall remain in full force and effect until such time as any Plan, Update or Amendment is approved.

iv. Failure to Provide Multi-Resource Management 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 Multi-Resource Management Plan, or the submitted Multi-Resource Management Plan is determined to be unacceptable, subject to Section 2.E.iii (“Approval of Multi-Resource Management Plan”).

2.F Annual Operation Plan. By December 1 of each year, the Fee Owner shall submit an operation plan (the “Fee Owner’s Annual Operation Plan”) to the Easement Holder describing the planned implementation of the Multi-Resource Management Plan for the upcoming year. The Fee Owner’s Annual Operation Plan shall be prepared by a New Hampshire licensed, professional forester or other qualified person approved in advance by the Easement Holder. The Easement Holder shall certify that the Fee Owner’s Annual Operation Plan is consistent with the approved Multi-Resource Management Plan and the terms of this Easement. The parties hereto

understand that Fee Owner's Annual Operation Plan is the Fee Owner's best estimate of where harvesting and other activities will occur, but understand and agree that based on weather conditions, fire, disease, pest outbreaks or market forces these activities may change. Fee Owner will use its best efforts to notify Easement Holder of these changes and will as part of each Fee Owner's Annual Operation Plan include the actual harvesting activity for the prior year. Operational deviation from the Fee Owner's Annual Operations Plan shall not constitute a default hereunder.

2.G Special Management Areas. Certain areas of the Property shall be designated as "Riparian Wildlife Corridor and Wetland Habitat Areas", "Wildlife Management Areas" and "Natural Heritage Areas", collectively known as "Special Management Areas" (SMA). The total Special Management Area acreage is 1,514 acres. The locations and acreage of the Special Management Areas on the date of the Easement shall be identified in a Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation.

i. Adjustments. The Fee Owner and Easement Holder acknowledge that the definitions, delineations and designations of the Special Management Areas may change over time due to new knowledge and climate induced changes in forest type and/or species composition, to other conditions that alter a Special Management Area's value and/or species preference for critical habitat. It is further acknowledged that these changes are inherent in a dynamic ecological system and as such either the Fee Owner or the Easement Holder may propose to the other party adjustments to the definitions, delineations, and designations of the Special Management Areas, provided, however, that such adjustments shall occur only with the mutual consent of the parties and in consultation with NH Fish and Game Department. After any approved adjustment, certain areas previously designated as Special Management Areas may, with the mutual consent of the parties, no longer be designated Special Management Areas and other areas may, with approval and the mutual consent of the parties, be designated Special Management Areas. Any such adjustment for newly designated acreage or then-undesignated acreage shall be reflected in an amendment to the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation. No adjustment shall reduce the total acreage of Special Management Areas set forth in the Easement.

ii. Management of Special Management Areas. Special Management Areas shall be managed to protect the natural and/or cultural resource qualities associated with these areas as follows:

- a. in accordance with the Stewardship Goals set forth in Section 2.C;
- b. in accordance with the recommendations of the publication "Good Forestry in the Granite State", and successor documents, as they apply to the qualities to be protected within the Special Management Areas, as more particularly set forth in the 'Sensitive Area', 'Wildlife Habitat', 'Wetlands', 'Forest Management in Riparian Areas' and 'Beaver Created Openings' sections. Provided, however, that the Fee Owner may, with the consent of the Easement Holder, take actions or pursue treatments of the Special Management Areas that are not in accordance

with such publication if such actions or treatments continue to protect the special qualities of these areas and such actions and treatments are consistent with the Purposes and the Stewardship Goals; and

- c. in accordance with “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” and successor documents.
- iii. Special Management of Riparian Wildlife Corridor and Wetland Habitat Areas, 1,349 acres.
 - a. The principal goal for management within the Riparian Wildlife Corridor and Wetland Habitat Areas, is the establishment and maintenance of a high quality buffer around the identified tributaries and wetlands that provides an array of ecological benefits including but not limited to:
 - 1. buffering aquatic and wetland plants and animals from disturbance, including state and federally rare, threatened and endangered species;
 - 2. preventing wetland and water-quality degradation;
 - 3. providing important plant and animal habitat;
 - 4. providing adequate corridors for species that require such areas for their seasonal, annual, or dispersal movements/migrations; and
 - 5. providing organic matter, nutrients, and structure to aquatic systems.
 - b. The Riparian Wildlife Corridor and Wetland Habitat Areas provide critical habitat for wild brook trout spawning, boreal wildlife and protect established critical wetland wildlife habitat areas, like a heron rookery along North Branch of Stearns Brook, and streamside wildlife travel corridors that link protected critical wetland wildlife habitat and conserved areas. In addition to directly benefitting wildlife, the Riparian Wildlife Corridors and Wetland Habitat Areas also protect water quality for aquatic species, aquifer and drinking water supply.

For the purposes of the Easement, the Riparian Wildlife Corridors and Wetland Habitat Areas, which will include “No Harvest Zones” as described below in Section 2.G.iii.c.1, are identified in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation and defined as follows:

- 1. Areas that extend 400 feet from the high water mark of North Branch Stearns Brook;
- 2. Areas that extend 200 feet from the high water mark of the following perennial tributary streams identified on the Property: Black Strap Brook, Silver Stream, and Chickwolnepy Stream;

3. Areas that extend 50 feet from the high water mark of the remaining perennial tributaries identified on the Property including but not limited to Sucker Brook and Leavitt Stream;
 4. Areas that include mapped aquifer recharge areas extending from the northern and southern ends of Success Pond; and
 5. Areas that include mapped wetlands and extend 50 feet from the identifiable historic edge of mapped wetlands.
- c. The Riparian Wildlife Corridors and Wetland Habitat Areas shall be managed to meet the principal goal stated above and in consultation with NH Fish and Game Department and in compliance with the following additional provisions and restrictions:
1. Riparian Wildlife Corridors and Wetland Habitat Areas shall include a “No Harvest Zone” as identified in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation and defined below:
 - a) Due to the importance of the cold water fisheries, along all perennial tributaries identified in the Special Management Area Section and Special Management Area Map, the “No Harvest Zone” shall be the greater width of either 50 feet or the recommended widths for each stream order as set forth in the “Good Forestry in the Granite State”, section pertaining to ‘Forest Management in Riparian Area. Guidelines for Riparian Management Zones, Recommended’.

The “No Harvest Zones” along tributaries will be measured either from the high water mark of the tributary or in cases where a wetland lies immediately adjacent to the tributary, the width will be measured from the upland edge of the adjacent wetland as described in “Good Forestry in the Granite State”, section pertaining to ‘Forest Management in Riparian Areas’.
 - b) Wetlands as identified in the Special Management Area Section and Special Management Area Map, the “No Harvest Zone” shall include the wetlands and extend 50 feet from the identifiable historic edge of the wetland.
 - c) Harvesting within the established “No Harvest Zones” will only be permitted for the following purposes:
 - (1) Wildlife enhancement approved by the Easement Holder in consultation with NH Fish and Game Department; and
 - (2) Forest health and pest infestation prevention and/or mitigation as

approved by Easement Holder in consultation with the NH Fish and Game Department.

- d) Log yards, landings, and staging areas in place at the execution of the Easement may continue to be used as such. Any new construction of or clearing for log yards, landings or staging areas proposed in Riparian Wildlife Corridor and Wetland Habitat Areas shall be approved by the Easement Holder in consultation with NH Fish and Game Department and in accordance with “Good Forestry in the Granite State” and/or in accordance with the then-current best management practices for the sites, soils and terrains of the Property as described in the “Best Management Practices”.
- e) Small patch cuts, conducted in accordance with “Good Forestry in the Granite State”, may be created around the margins of the beaver ponds, including within established “No Harvest Zones”, for the purpose of encouraging hardwood regeneration to provide a source of food for beaver. Such restoration or enhancement can only occur with the mutual agreement of the Fee Owner and the Easement Holder in consultation with NH Fish and Game Department, and provided that such activity is described in the Multi-Resource Management Plan and is not detrimental to the purposes of the Easement.
- f) The number and width of stream crossings shall be kept to a minimum and said crossings shall include the installation of all erosion control devices and employ all recommended practices described in the “Best Management Practices”.

This Section is not to be interpreted as restricting the ability of the Fee Owner to maintain and construct, and with the written consent of the Easement Holder to relocate, roads, bridges and crossings within such Riparian Wildlife Corridor and Wetland Habitat Areas as are otherwise permitted in the Easement and in compliance with the Multi-Resource Management Plan.

iv. Special Management of Natural Heritage Areas, 11 acres.

- a. The principal goal for Natural Heritage Areas shall be to identify areas on the Property that have known rare, threatened and/or endangered species present to ensure that forest management activities in these areas will be conducted in a manner that minimizes or causes no adverse impact to these known rare, threatened and/or endangered species.
- b. Natural Heritage Areas are identified in the Baseline Documentation Report and shall be included in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan. Natural Heritage Areas are defined as areas that include the presence of known

threatened and endangered species as identified by the NH Natural Heritage Bureau and through on-site inventory, currently or in the future. Natural Heritage Areas, existing at the time of the execution of the Easement, are identified on the Special Management Area Map.

- c. The Natural Heritage Areas identified in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation will be managed to meet the principal goal set forth above, with approvals by the Easement Holder, in consultation with NH Natural Heritage Bureau, and in accordance with the following provisions or restrictions:
 - 1. The Fee Owner and Easement Holder acknowledge that as Natural Heritage Areas are fragile and as such the Fee Owner and Easement Holder are not required to highlight their location through permanent boundary markers on the ground but the Fee Owner and Easement Holder may wish to mark them for reference and guidance in order to avoid damage resulting from planned forest management activities. As such, the Fee Owner shall provide notice to the Easement Holder at least sixty (60) days prior to the intended commencement date of forest management activities, including harvesting, of said planned forest management activities that are within proximity to Natural Heritage Areas identified on the Special Management Areas Map.
 - 2. Upon receiving such notice from the Fee Owner the Easement Holder will determine the need for on the ground boundary marking of the Natural Heritage Areas that are in proximity of planned harvesting operations to the extent that the boundaries are not defined by obvious existing features. The Fee Owner shall not commence planned forest management activities in close proximity to areas designated as Natural Heritage Areas until such areas have been delineated by on the ground boundary marking by the Easement Holder or approval has been received from the Easement Holder to commence planned forest management activities without on the ground boundary marking during this sixty (60) day period. The Easement Holder shall complete on the ground boundary marking or provide approval without on the ground boundary marking within the sixty (60) days.
- d. Natural Heritage Areas will be managed in accordance with the Recommended Practices set for in the “Sensitive Areas” section of “Good Forestry in the Granite State” with the Annual Operations Plan (as defined in Section 2.E, Multi-Resource Management Plan) if any planned forest management activities are within the Natural Heritage Areas identified in the Special Management Areas Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation.
- v. Special Management of Wildlife Management Areas, 152 acres.

- a. The principal goal of Wildlife Management Areas shall be to provide wildlife species including, but not limited to, white-tailed deer, moose, Canada lynx, American martin, osprey, eagle, spruce grouse, black bear, fisher, and migratory songbirds with life requisite resources including, but not limited to, seasonal food sources, functional shelter, breeding habitat, and travel corridors during breeding seasons, to access food and escape predators.
- b. Wildlife Management Areas are identified in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation.

The Wildlife Management Areas include deer wintering areas that provide important core shelter area that is comprised of dense, mature softwood and forage area that is either within the core shelter area or adjacent to it and may be comprised of hardwoods, mixed hardwood-softwood stands, and non-forest habitats such as fields and wetlands. These areas also include beech mast areas as they provide critical sources of mast for a variety of species.

- c. Wildlife Management Areas shall be managed to meet the principal goal set forth above and in compliance with the following provisions and restrictions:
 - 1) Forest management activities, including harvesting, shall be conducted with the approval of the Easement Holder in consultation with NH Fish and Game Department; and
 - 2) Forest management activities shall also be conducted in accordance with Recommended Practices as set forth in 'Wildlife Habitat' section of "Good Forestry in the Granite State" including but not limited to 'Mast' and 'Deer Wintering Areas' subsections.

2.H 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; and

- 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.I Subdivision. The Property consists of a certain tract and parcel of land in the unincorporated Township of Success, Coos County, New Hampshire, as more particularly depicted on survey plans recorded in the Coos County Registry of Deeds as Plan #_____. The individual tract shall not be subdivided. The Property shall not 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.J 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, wind generator, 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 3.H (“Water Resources Extraction”) provided they:

i. are common and necessary in the accomplishment of the Forestry or Conservation Activities;

ii. meet the requirements of the Multi-Resource Management 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 Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals of the Property”) above.

2.K 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, Conservation or Outdoor Recreation Activities on the Property as allowed in Section 2 (“Use Limitations”) and Section 3 (“Reserved Rights”);

ii. the total area of the Property impacted at any one time by excavation, including excavated areas not re-graded and not reclaimed, and any area occupied by waste piles, shall not exceed five (5) acres and no single area impacted at one time by excavation, as described above, shall exceed three (3) acres. Depleted excavation areas shall be reclaimed before the total extraction area may be extended. Reclamation of the previously allowed excavation area(s) shall consist of permanently stabilizing the area by grading and re-vegetation. Reclamation shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

iii. meet the requirements of the Multi-Resource Management 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;

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

v. are in compliance with and identified in the Multi-Resource Management Plan.

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

2.M 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 this Easement. No advertising structure shall exceed eight (8) square feet in size or be artificially illuminated.

2.N Hazardous Materials. There shall be no dumping, injection, burning, spreading, storage or burial of materials then known to be environmentally hazardous 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.O 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 on the Property, except as specifically allowed in Section 3.C (“Signage”), and Section 5.E (“Public Access”).

2.P 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 this Easement and those specifically permitted in the provisions of the Easement.

2.Q 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.

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 Multi-Resource Management Plan required under Section 2.E (“Multi-Resource Management 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 Multi-Resource Management 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; and
- c. Guided or organized Outdoor Recreation Activities, as set forth in the Multi-Resource Management Plan or otherwise approved in advance and in writing by the Easement Holder.

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 right to pursue 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. Camp sites 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.J (“Structures”) and must be performed in compliance with 2.K.

(“Permitted Excavation”).)

iii. The Fee Owner shall provide written notice to the Easement Holder thirty (30) days prior to any construction of the Fee Owner’s improvements, and as also required to be described and approved in the then current Multi-Resource Management Plan (Section 2.E), 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 Multi-Resource Management Plan.

3.C Signage. The erection, maintenance, and replacement of signs to identify the interest of the Easement Holder or the Fee Owner, regulatory signs, including trail directions, boundary markers, and signs restricting vehicular access, provided such signs are not inconsistent with Section 5.E (“Public Access”), and informational signs 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 or 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.O (“Closure of Property”) and subject to the limitations of Section 2.M (“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 existing snowmobile trails and roadways as shown on the “Snowmobile Trails Map” (Appendix C), 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, except as may otherwise be provided in Section 5.F (“Snowmobile Use”) 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 approval 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. The 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.H 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 Section 2.J ("Structures") and Section 2.K ("Permitted Excavation") above. In its written approval, the Easement Holder shall assure that the impact to forest land is

minimized.

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.M "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, sled dog mushing, and snowshoeing. The Easement Holder has the right to allow snowmobile use as set forth in Section 5.F (“Snowmobile Use”). Any other 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 exception to Section 2.O (“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.

iv. The Fee Owner and Easement Holder may mutually agree, in writing, to enter into separate agreement(s), referred to as “Public Access Agreement”, for Public Off-Highway Recreational Vehicle (OHRV) trail use, and other recreational activities, over and across the Property. Such agreements shall describe the rights and responsibilities of the parties related to such trails and recreational activities.

5.F Snowmobile Use. The Easement Holder shall have the right, to allow the public to use and operate snowmobiles on the designated trails on the Property, and the Easement Holder shall have the right to maintain the designated trails labeled as (State) “Snowmobile Trail Corridor” as shown on the “Snowmobile Trails Map” referenced in Appendix C attached hereto. The Snowmobile Trails Map 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 Coos County Registry of Deeds as provided in Section 13 (“Limitation on 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 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 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 14 ("Extinguishment").

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 permission 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 Multi-Resource Management Plan. To the extent any other provision within this Easement is inconsistent with this paragraph, the terms of this paragraph shall control.

Such written permission shall be recorded in the Coos 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 accepted and 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 Coos 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 13.A (“Non-Binding Mediation”), the Fee Owner and the Easement Holder shall choose a mediator within fifteen (15) days of the date of the written agreement for mediation. The 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 mediators.

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 the 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 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 Coos County Registry of Deeds after all approvals required by law have been obtained. Nothing in this Section shall require the Fee Owner and the Easement Holder to agree to any amendment or to consult or negotiate regarding any amendment.

14. EXTINGUISHMENT

The Fee Owner and the Easement Holder acknowledge that USDA Forest Service Forest Legacy Program funding for the acquisition of this Easement is authorized by Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. § 2103c) as amended, and pursuant to the grant agreement, Mahoosuc Gateway Project Success Project' grant award no. 14-DG-11420004-121, awarded by the United States Department of Agriculture (USDA) Forest Service on June 1, 2014 to the Grantee. The grant agreement is housed in the USDA Forest Service Regional/Area Office at Northeastern Area Headquarters Office. The Fee Owner and the Easement Holder acknowledge and agree that this Easement cannot be extinguished, in whole or in part (whether through release, termination, exchange, or otherwise) unless the USDA Secretary of Agriculture (Secretary), in the Secretary's sole and absolute discretion, consents in writing to the extinguishment and the United States is reimbursed its proportionate share of the value of this Easement or the portion thereof that is extinguished at the time of extinguishment. The form of the United States' reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for Forest Legacy Program (FLP) or similar conservation purposes. This Conservation Easement shall not be deemed extinguished in whole or in part until the United States receives reimbursement as provided in this paragraph.

The United States' "proportionate share" is __%, which was determined by dividing the FLP's contribution to the acquisition of this Easement by the value of this Conservation Easement at the time of its acquisition, and expressing the result as a percentage. The United States' proportionate share shall remain constant over time.

The "value of this Conservation Easement or the portion thereof that is extinguished" shall be the value of such interest immediately before the extinguishment as determined using the before and after or similar appraisal method in an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP)/Uniform Acquisition Standards or Federal Land

Acquisition (UASFLA) and is completed by a certified general appraiser approved by the Grantee and the R/A/I program manager.

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.

Signatures on following pages

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

THE CONSERVATION FUND
A Maryland non-profit corporation

By: _____
Name:
Title:
Duly Authorized

STATE OF _____

COUNTY OF _____

Before me:

This instrument was acknowledged before me on this _____ day of _____, 20__,
by _____ as _____ of The
Conservation Fund, a Maryland non-profit corporation, on behalf of the corporation.

Justice of the Peace / Notary Public

My Commission Expires _____

(seal)

**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 _____, 20__,
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 _____

(seal)

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

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

Date

Jeanine Girgenti
Assistant Attorney General

APPENDIX A
PROPERTY DESCRIPTION

A certain tract or parcel of land located in the Unincorporated Township of Success, County of Coos, and State of New Hampshire, bounded and described as follows:

Beginning at Corner 1, New Hampshire and Maine State Line monument # 86, a brass tablet on a natural stone believed to be marking the northeast corner of the town of Success.

Thence S02°10'37"E a distance of 9,618.09 feet along the New Hampshire and Maine State Line, also being the easterly line of the town of Success to Corner 2, State Line monument # 85, a brass tablet on a natural stone;

Thence S02°10'33"E a distance of 11,333.96 feet continuing along the New Hampshire and Maine State Line to Corner 3, State Line monument # 84, a brass tablet on a natural stone at the southeasterly corner of the premises herein described;

Thence S87°18'22"W a distance of 22,938.47 feet along land of Thomas R. Dillon & Scott A. Dillon to Corner 4, an iron pin believed to be on the line between Success and Milan and the southwesterly corner of the premises herein described;

Thence N18°12'51"E a distance of 3,152.70 feet along land of The Conservation Fund to Corner 5, an iron pin;

Thence N18°50'18"E a distance of 1,362.62 feet along land of A. Potter to Corner 6, an iron pin;

Thence N17°41'53"E a distance of 1,292.55 feet along land of Yankee Forest, LLC to Corner 7, an iron pin;

Thence N17°13'34"E a distance of 2,930.31 feet continuing along land of Yankee Forest, LLC to Corner 8, an iron pipe;

Thence N17°29'18"E a distance of 1,714.47 feet along land of Ross Caron et al to Corner 9, an iron pin;

Thence N17°53'02"E a distance of 2,705.27 feet along land of Yankee Forest, LLC to Corner 10, an iron pin;

Thence N20°28'12"E a distance of 9,325.64 feet along land of Barry Kelley et al to Corner 11, an iron pin, believed to be marking the northwest corner of the town of Success. The previous seven courses are believed to be on the common line between the towns of Success and Milan;

Thence N87°05'19"E a distance of 14,843.18 feet along land of Yankee Forest, LLC and also the common line believed to be between the towns of Success and Cambridge to Corner 1, the point of beginning.

Meaning and intending to describe a parcel of land containing 8740.87 acres as shown on York Land Services, LLC plat number 15-022.1 titled "Plat of Property Surveyed for The Conservation Fund, Tax Map 1613, Parcel 10, Success, New Hampshire," dated July 15, 2016, recorded at Coos County Registry of Deeds as plan number _____.

Reserving therefrom and also with the benefit of, all access easements and crossing rights as enumerated on the plan referenced above.

Reserving and excepting from the above described parcel, 389.92 acres conveyed to Success Pond Campowners and Success Pond Campowners Association Inc. as shown on York Land Services, LLC plats 03-049 sheets 1 and 2 recorded at Coos County Registry of Deeds, Plans Number 2062 and 2063.

All courses of this description are referenced to New Hampshire State Plane Grid, NAD83.

Meaning and intending to describe the property conveyed by Heartwood Forestland Fund IV Limited Partnership to The Conservation Fund dated November 15, 2012, recorded at Coos County Registry of Deeds as Book 1365, Page 156.

APPENDIX B
SNOWMOBILE AGREEMENT

This Snowmobile Agreement (“Agreement”) is made this _____ day of _____, 20__, for consideration paid, by and between The Conservation Fund, a Maryland non-profit corporation, its agents, employees, successors and assigns (“Fee Owner”), with a mailing address of 1655 N. Fort Myer Dr., Suite 1300, Arlington, VA 22209, 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 172 Pembroke Road, Concord, New Hampshire 03301.

1. PURPOSE

By Conservation Easement Deed dated _____, 20__ (“Conservation Easement”), the Fee Owner has granted to DRED a perpetual Conservation Easement on certain lands in the unincorporated township of Success in Coos County, State of New Hampshire (the “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, snowmobile trails on the Property (the “Trails”). Management and use of the Trails shall be consistent with the terms of the Conservation 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 for 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, snowmobile trails only on the Property, along the routes established and within the corridors designated and depicted on the “Snowmobile Trails Map” (Appendix C)

The right to construct, maintain and permit the public to use the snowmobile trails shall be subject to the following terms and conditions:

2.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.

2.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.

2.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.

2.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.

2.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.

2.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.

2.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.

2.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 there from. DRED shall not be responsible for any actions or use of the Trails taken by or on behalf of the Fee Owner.

2.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.

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 Conservation Easement Deed referred to in Paragraph 1 above.

5. RIGHT TO RECORD

DRED shall record this Agreement in the Coos County Registry of Deeds. DRED shall record any Amendment hereto, including any change in the location of the Trails that would result in the change to Conservation Easement Deed, Appendix B.

6. LIMITATION OF LIABILITY

Nothing in the Snowmobile 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. 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 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 written modification signed by both parties and recorded in the Coos County Registries 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.

Signatures on following pages

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

THE CONSERVATION FUND
A Maryland non-profit corporation

By: _____
Name:
Title:
Duly Authorized

STATE OF _____

COUNTY OF _____

Before me:

This instrument was acknowledged before me on this _____ day of _____, 20__,
by _____ as _____ of
The Conservation Fund, a Maryland non-profit corporation, on behalf of the corporation.

Justice of the Peace / Notary Public

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 _____,
20__, 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 _____

(seal)

Appendix C Snowmobile Map