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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE of the COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2411
FAX: 603-271-2629

October 1, 2013

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

REQUESTED ACTION

1. Pursuant to RSA 4:40 and RSA 227-H:3, authorize the Department of Resources and Economic Development (DRED) to convey to the United States Fish and Wildlife Service (USFWS) in Errol, NH a Conservation Easement protecting the state-owned 284-acre Big Island State Forest in Wentworth Location, NH. 0% State funds
2. Pursuant to RSA 227-H:3, further authorize DRED to accept title from USFWS to a 233-acre portion of the Lake Umbagog National Wildlife Refuge in Errol, NH to become a new state reservation. 0% State funds
3. Pursuant to RSA 227-H:3, further authorize DRED to accept \$6,200 from USFWS in order to equalize the market values of the exchange parcels.
4. Pursuant to RSA 4:43, III, further authorize DRED to name the 233-acre portion of the Lake Umbagog National Wildlife Refuge in Errol, NH the "Androscoggin River Reservation."

EXPLANATION

DRED desires to convey a Conservation Easement to USFWS for the purpose of enhancing Lake Umbagog National Wildlife Refuge. In exchange, USFWS is offering to convey fee title to the State approximately 233 acres of a portion of the Lake Umbagog National Wildlife Refuge for the purpose of establishing a new state reservation. The new state reservation includes a portion of an existing gravel roadway that will provide a vital link to the "Ride the Wilds" 1,000 mile ATV trail system, enabling ATV riders to travel between Berlin and Errol.

Appraisal work completed by Scott Dickman of SED Valuation, LLC, determined the market value (as of May 9, 2013) of the 284-acre Conservation Easement on Big Island State Forest to be \$99,400, and the market value of the 233-acre USFWS parcel (as of May 9, 2013) to be \$93,200. Copies of the Statements of Market Value and a sketch map of the subjects are attached.

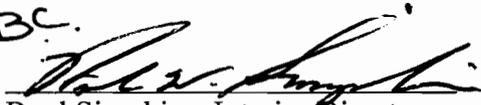
The Big Island State Forest Conservation Easement surplus request was approved on March 14, 2013 by the Council on Resources and Development, and was approved on September 24, 2013 by the Long Range Capital Planning and Utilization Committee.

Your approval is subject to final approval of the conveyance documents as to form, substance and execution by the Office of the Attorney General.

Respectfully submitted,

Approved by, TM

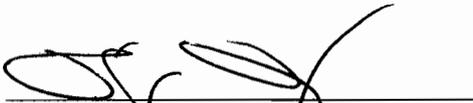
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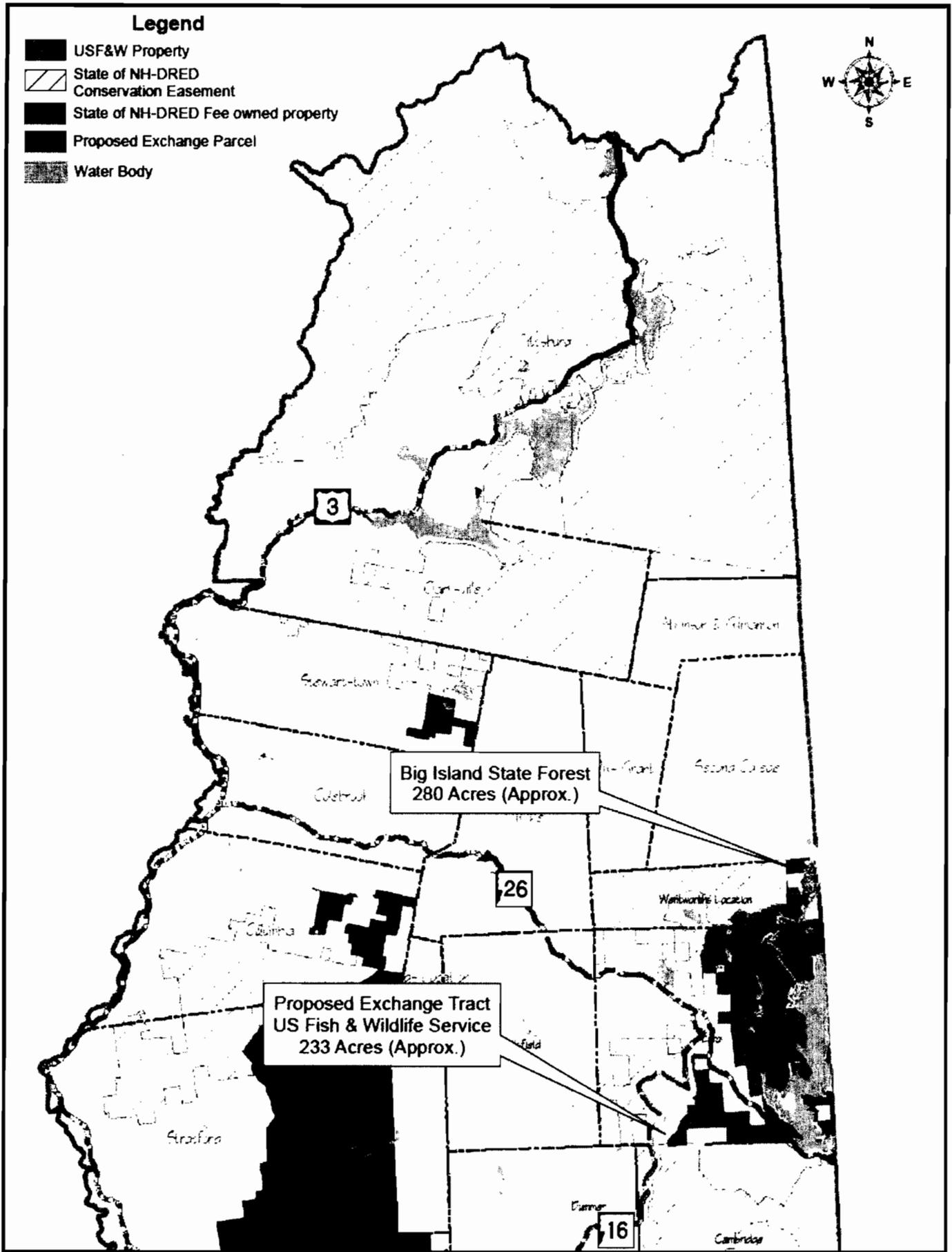
Brad Simpkins, Interim Director
Division of Forests and Lands



Jeffrey J. Rose, Commissioner
Department of Resources and
Economic Development



Philip A. Bryce, Director
Division of Parks and Recreation



Proposed Exchange Parcel
 for Conservation Easement
 on Big Island State Forest



United States Department of the Interior

FISH AND WILDLIFE SERVICE
300 Westgate Center Drive
Hadley, MA 01035-9589



LA – New Hampshire
Umbagog NWR
State of New Hampshire (2C,C1)

STATEMENT OF JUST COMPENSATION

In compliance with Section 301 of *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, Public Law 91-646, an estimate of just compensation has been made as to fee title interest in your real property located in Wentworth Location, Coos County, State of New Hampshire, comprising 284 acres, more or less, the acreage to be ascertained by a survey to be made at the option and expense of the United States, and described as follows:

Being a Conservation Easement on two irregular shaped parcels of land lying either side of Route 16 in Wentworth Location, New Hampshire. The first parcel located on the northwesterly side of Route 16, and westerly of the Dartmouth College Grant Road containing approximately 240 acres. Said parcel of land designated as Map 220, Lot 11 on the Coos County Unincorporated Places, Wentworth Location Tax Maps. The second parcel located on the southeasterly side of Route 16 in an old xbow of the Magalloway River containing approximately 44 acres. Said parcel of land designated as Map 220, Lot 11 on the above referenced Tax Maps.

The estimate of market value of the real property described above is based on an approved appraisal which considered current land sales and other indicators of land value in the vicinity of your property. I certify that the just compensation is not less than the approved appraisal of your property and is estimated to be:

Value of interest in land being exchanged to the USA (Lump Sum)	\$99,400.00
<u>Value of interest in land being accepted from the USA (Lump Sum).....</u>	<u>\$93,200.00</u>
Equalization Payment to the State of New Hampshire (Lump Sum)	\$6,200.00

Any decrease or increase in the market value of the real property prior to the date of valuation caused by the public improvement or project for which the property is to be acquired, or by the likelihood that the property is to be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded by our agency in determining just compensation.

The market value estimate of the real property described above includes all buildings and other improvements except those specifically listed: None.

8/29/13
Date

ACTING
William C. [Signature]
Chief, Division of Realty

SEP 27 2013

D.R.E.D.



LRCP 13-037

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

September 25, 2013

Jeffrey J. Rose, Commissioner
Department of Resources and Economic Development
172 Pembroke Road
P.O. Box 1856
Concord, New Hampshire 03302-1856

Dear Commissioner Rose,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on September 24, 2013, approved the request of the Department of Resources and Economic Development, Division of Forests and Lands, to convey a Conservation Easement protecting the state-owned 284-acre Big Island State Forest in Wentworth Location, NH to the United States Fish and Wildlife Service (USFWS) in exchange for a 233-acre portion of the Lake Umbagog National Wildlife Refuge, and waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated August 28, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

Cc: Brad Simpkins, Interim Director
Division of Forests and Lands

Philip Bryce, Director
Division of Parks and Recreation

William Carpenter, Administrator ✓
Division of Forests and Lands

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Jeffrey Rose, Commissioner
Department of Resources and Economic Development

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: March 20, 2013

SUBJECT: Surplus Land Review, SLR 13-001-WENTWORTH'S LOCATION

Effective March 14, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Resources and Economic Development:

Request to convey a Conservation Easement on 284 acres of the Big Island State Forest in Wentworth's Location to the U.S. Fish & Wildlife Service in exchange for 220 acres+- in fee title located in Errol.

CORD members voted to RECOMMEND APPROVAL OF SLR 13-001 as submitted.

cc: Bill Carpenter, Administrator, Division of Forests and Lands (DRED)
Meredith A. Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee



SED VALUATION, LLC
318 SOUTH STREET
CONCORD, NH 03301
PHONE: (603) 496-2826
SED-VALUATION@COMCAST.NET

July 18, 2013

Mr. Ryan P. Lee, RPRA
Office of Valuation Services
401 West Peachtree Street, Suite 1705
Atlanta, GA 30308

**RE: The Assignment of a Conservation Easement on 284.0± Acres Located in
Wentworth Location, NH; Owned by the State of New Hampshire**

Dear Mr. Lee:

In accordance with your request, I have prepared and am submitting herewith, an appraisal in a self-contained report of property owned by the State of New Hampshire. The appraised property is a 284.0± acre tract located in the unincorporated town of Wentworth Location, Coos County, New Hampshire. The appraised property is owned by the State of New Hampshire. It is my understanding that the proposed conservation easement will comprise the entire 284.0± acre tract.

The purpose of this appraisal is to provide my opinion of the market value, as defined herein, of the above-referenced subject property before the assignment of a proposed Conservation Easement; and the market value of the above-referenced subject property after the assignment of a proposed Conservation Easement.

It is worth noting that the original Statement of Work (SOW) issued by Mr. James Felty, Review Appraiser for the Office of Valuation Services, referred to the appraised property as 286 total acres. Specifically, Mr. Felty's SOW stated that "the property interest to be appraised is a Conservation Easement over the entire appraised property, subject to exceptions reflected in Registry of Deeds, Coos County, Deed Book 737, Page 840, and the Coos County Unincorporated Places, Map 220, Parcels 11 (240-acres), and 16 (46-acres)". According to Mr. Bill Carpenter, Administrator, Land Management Bureau, NH Department of Resources and Economic Development, the 286 total acres referred to in Mr. Felty's SOW was predicated on preliminary information extracted from local property record cards. However, a more reliable and recent GIS analysis established the size of the appraised property as 284.0± total acres and, according to Mr. Carpenter, the 2.0± discrepancy has been most reasonably attributed to Parcel 16 thereby adjusting the parcel size from 46 acres to 44 acres. Hence, from this point forward all further references to Parcel 16 will reflect the corrected 44 acres, and the total subject acreage is 284 acres.

The intended use of this appraisal is for use by Region 5, Northeast, Hadley, MA on behalf of the United States of America in connection with the exchange of the identified rights for Federal property located in Errol, New Hampshire. The Trust For Public Land is acting as a facilitator. The appraisal report is not intended for any other use.

SED Valuation, LLC

In order to complete this assignment, a "hypothetical condition" has been assumed, as follows: A Hypothetical Condition has been adopted that a proposed conservation easement is in place and encumbering all 284.0± acres associated with the appraised property.

This report was completed in accordance with the Uniform Standards of Professional Appraisal Practice, 2012-2013 (the most current available), and the Uniform Appraisal Standards for Federal Land Acquisitions, 2000 (the most current available).

- This report is subject to the "Certification" as well as the "General Assumptions" and "Limiting Conditions" that follows the Executive Summary.

I have made a careful and thorough analysis of this property, the details of which are enclosed herewith. In consideration of the facts and opinions contained herein, it is my opinion that the market value of the subject property before and after the assignment of the conservation easement, as of the May 9, 2013, date of value, is as follows:

SUMMARY OF VALUES

Value Before Assignment of the Conservation Easement:	\$241,400
<u>Minus Value After Assignment of the Conservation Easement:</u>	<u>\$142,000</u>
Special Benefits:	\$0
Damages:	\$0
The Difference:	\$99,400
The Difference (Rounded):	\$99,400

Respectfully submitted,



Scott E. Dickman
Certified General Appraiser, NHCg-518



SED VALUATION, LLC
318 SOUTH STREET
CONCORD, NH 03301
PHONE: (603) 496-2826
SED-VALUATION@COMCAST.NET

July 26, 2013

Mr. Ryan P. Lee, RPRA
Office of Valuation Services
401 West Peachtree Street, Suite 1705
Atlanta, GA 30308

**RE: The Fee Simple Value of "A Portion of LKU (16Ae) USA Parcel 1", or 233.0 Acres,
Located in Errol, NH; Owned by the United States of America**

Dear Mr. Lee:

In accordance with your request, I have prepared and am submitting herewith, an appraisal in a self-contained report of property owned by the State of New Hampshire. The appraised property is a Portion of United States Tract (16Ae), or 233.0 acres, Located in Errol, NH; Owned by the United States of America.

The purpose of this appraisal is to provide my opinion of the market value, as defined herein, of the above-referenced property subject to: the outstanding rights-of-way, easements, and reservations described in Doc #0004897 of the Coos County Registry of Deeds (Warranty Deed BK1288 PG0271-0279); the rights-of-way, easements, and reservations referenced in the document titled "Certificate as to Rights-of-Way, Easements, and Reservations" (dated August 26, 2009), and; the restrictions noted in the document titled "FWS deed language for Umbagog Land Exchange".

The intended use of this appraisal is for use by Region 5, Northeast, Hadley, MA on behalf of the United States of America in connection with the exchange of the identified rights for Federal property located in Errol, New Hampshire. The Trust For Public Land is acting as a facilitator. The appraisal report is not intended for any other use.

According to the Statement of Work (SOW) provided to me by my client, Mr. Ryan P. Lee, RPRA, Office of Valuation Services, on May 3, 2013, the appraisal reflected in this report was requested in the context of a land exchange project between the State of New Hampshire and the United States Government. The property owned by the State of New Hampshire is a 284-acre tract located in Wentworth Location, in Coos County, New Hampshire. The State of New Hampshire appraisal report was completed on July 18, 2013, and was identified as: "LKU (2C,aC) State of NH, Project", Project Number: F13110/00039716. After completing the first phase of this assignment, it was my opinion that the market value of the "difference" (between the "before" and "after" studies of the property owned by the State of New Hampshire), as of the May 9, 2013, date of value, was \$99,400.

In regard to the land owned by the United States of America and referred to as "a Portion of LKU (16Ae) USA Parcel 1", the SOW provided to me by Mr. Ryan Lee indicates that "its final size is to be determined to make the value equal or slightly less than the value of the parcel to be

conveyed from the state of New Hampshire." Hence, this report cannot be understood or relied upon without reference to the appraisal of the 284-acre tract owned by the State of New Hampshire, completed on July 18, 2013, and identified as "LKU (2C,aC) State of NH", Project Number: FI3110/00039716.

Upon completion of the analysis of the land owned by the United States of America and referred to as "a Portion of LKU (16Ae) USA Parcel 1", a value of \$400 per acre was considered reasonable and supportable. Therefore, $\$400 \times 233 \text{ acres} = \$93,200$.

This value conclusion conforms to the SOW provided by Mr. Ryan Lee, wherein the final (parcel) size "is to be determined to make the value equal or slightly less than the value of the parcel to be conveyed from the state of New Hampshire", or \$99,400. Therefore, in consideration of the facts and opinions contained herein, it is my opinion that the final size of the land owned by the United States of America and referred to as "a Portion of LKU (16Ae) USA Parcel 1" is 233.0-acres, as of the May 9, 2013, date of value. Hence, from this point forward, any reference to the appraised property is predicated on 233.0 total acres, and the supporting analysis and documentation is located in the "Valuation" section.

This report was completed in accordance with the Uniform Standards of Professional Appraisal Practice, 2012-2013 (the most current available), and the Uniform Appraisal Standards for Federal Land Acquisitions, 2000 (the most current available).

- This report is subject to the "Certification" as well as the "General Assumptions" and "Limiting Conditions" that follows the Executive Summary.

I have made a careful and thorough analysis of this property, the details of which are enclosed herewith. In consideration of the facts and opinions contained herein, it is my opinion that the market value of the subject property, a 233-acre component of LKU (16Ae) USA Parcel 1, as of the May 9, 2013, date of value, is: \$93,200.

Respectfully submitted,



Scott E. Dickman
Certified General Appraiser, NHCG-518

Return to:
(USFWS ???)

DRAFT

This transfer is exempt from the payment of real estate transfer tax pursuant to NH RSA 78-B:2(I).

GRANT OF CONSERVATION EASEMENT

**Big Island State Forest
Wentworth Location**

THE STATE OF NEW HAMPSHIRE, BY AND THROUGH THE COUNCIL ON RESOURCES AND DEVELOPMENT AND ITS DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT, PO Box 1856, Concord, New Hampshire, 03302-1856, (the "State" or "Fee Owner"), pursuant to RSA 162-C:6 and RSA chapter 227-G, and for and in consideration of the conveyance to the State of New Hampshire Department of Resources and Economic Development of a 223-acre portion of Umbagog National Wildlife Refuge located in Errol Township, Coos County, New Hampshire, grants to the UNITED STATES OF AMERICA, and its assigns, Washington, D.C., (the "USA" or "Easement Holder"), with quitclaim covenants, in perpetuity, the Conservation Easement (the "Easement") hereinafter described with respect to a certain tract of unimproved land situated in the unincorporated township of Wentworth Location, Coos County, New Hampshire, known as Big Island State Forest (the "Property") consisting of all rights to the Property except for those rights specifically reserved by the Fee Owner, being more particularly described by the tract description attached hereto and made a part hereof as APPENDIX A, and as depicted on a sketch plan attached hereto as APPENDIX B.

WHEREAS, the Property was acquired on October 27, 1988, through the Land Conservation Investment Program for its conservation values, to assure appropriate public access, and as working forestland to be held in fee title by the State of New Hampshire in public trust pursuant to RSA 162-C:10 and managed by the Fee Owner; and

WHEREAS, the Property contains 284 acres, more or less, of forested high-value wildlife habitat land, including over 10,000 feet of frontage on the Magalloway River, and approximately 46 acres of associated wetlands; and

WHEREAS, the Fee Owner wishes to increase the protection of the conservation values of the Property; and

WHEREAS, protection for the Property will be increased through the transference of land management authority to the Refuge; and

WHEREAS, the Easement Holder, acting through the Regional Director of the United States Fish and Wildlife Service (the "Service"), is authorized to acquire real property or interests therein pursuant to

16 U.S.C. §§ 715k, 742f(a)(4), and 1534(a)(2), in order to preserve wildlife habitat; and

WHEREAS, the Service presently manages the abutting 30,000-acre Umbagog National Wildlife Refuge (the "Refuge"), with authority to expand the Refuge, and desires to incorporate into and manage the Property as part of the Refuge.

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

1. **PURPOSES**

A. To retain the property in an undeveloped state including the conservation and protection of waterfront, streams, riparian areas, wetlands, and the quality of groundwater and surface water resources, fish and wildlife habitats, rare and exemplary plants and natural communities, and the ecological processes that sustain these natural heritage features, and cultural resources, and to prevent any use of the Property that will impair or interfere with its conservation values; and

B. To fulfill the Mission of the National Wildlife Refuge System as defined by the Refuge Improvement Act of 1997 which is: "is to administer a national network of lands and waters for the conservation, management and where appropriate, restoration of fish, wildlife, and plant resources and their habitats within the United States for the benefit of future generations of Americans" (Public Law 105-57); and

C. To fulfill the establishing purposes of the Umbagog National Wildlife Refuge. The Refuge was established in 1992 for the following purposes and under the following authorities:

"...the conservation of the wetlands of the Nation in order to maintain the public benefits they provide and to help fulfill international obligations contained in various migratory bird treaties and conventions" (Emergency Wetlands Resources Act of 1986, 16 U.S.C. 3901(b)); and

"...for use as an inviolate sanctuary, or for any other management purpose. For migratory birds" (Migratory Bird Conservation Act, 16 U.S.C. 715d); "...for the development, advancement, management, conservation, and protection of fish and wildlife resources..." (Fish and Wildlife Act of 1956; 16 U.S.C. 742f(a) (4)).

2. **USE LIMITATIONS ON FEE OWNER (RIGHTS CONVEYED BY FEE OWNER)**

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities. No use shall be made of the Property, and no activity shall be permitted thereon, which is inconsistent with the purpose of the Refuge and the mission of the National Wildlife Refuge system, as more particularly described in Section 1 herein.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership.

C. No structure or improvement shall be constructed, placed, or introduced onto the Property except as allowed in Section 3, Reserved Rights of Fee Owner.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat except as allowed in Section 3, Reserved Rights of

the Fee Owner.

E. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except as allowed in Section 3, Reserved Rights of the Fee Owner.

F. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances.

G. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Fee Owner and the Easement Holder.

3. RESERVED RIGHTS OF FEE OWNER

A. Through the public trust obligation of the Fee Owner, the public has the right of pedestrian access on and across the Property for low-impact non-commercial recreational activities including but not limited to hunting, fishing, trapping, hiking, cross country skiing, nature observation and snowmobiling on existing designated trails. All activities must be determined in writing by the Easement Holder to be compatible with the purpose of the Refuge and in accordance with current laws and regulations of the Refuge. The Fee Owner agrees to cooperate with the Easement Holder to limit allowed public access and use of the Property if the public use is not consistent with the Purposes above.

B. The Fee Owner reserves the right to allow, manage and enforce operation of snowmobiles on the designated trail on the Property as depicted on a sketch plan of the Property, here attached as APPENDIX B, and the Fee Owner shall have the right to maintain and sign the designated trail. The designated trail, from time to time, may be relocated or additional snowmobile trails may be established upon mutual written agreement of the Fee Owner and the Easement Holder.

C. The Fee Owner reserves the right to maintain, manage, sign and enforce public use of the existing hiking trail on the Property as depicted on APPENDIX B; and the hiking trail, from time to time, may be relocated, or additional hiking trails may be established, upon mutual written agreement of the Fee Owner and the Easement Holder.

D. The Fee Owner shall have the right to remove fill, disturb soil surfaces, and alter topography, surface, and subsurface water systems and install bridge or culvert structures as necessary to accomplish trail maintenance and management provided such activity is not detrimental to the Purposes of the Easement and subject to the prior written approval of the Easement Holder. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the property.

4. AFFIRMATIVE RIGHTS OF EASEMENT HOLDER

- A. The Easement Holder and its agents shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce the Easement and exercise rights conveyed herein and fulfill the responsibilities assumed by the acceptance of the Easement, including management.
- B. The Easement Holder shall have the right to identify the Property as conservation land protected by the Easement Holder and shall have the right to place signs as customarily installed by its agency.
- C. The Easement Holder shall have the exclusive right to conduct wildlife habitat and other management actions, including but not limited to timber harvesting and the right to retain any revenues derived thereby, wildlife surveys and ecological investigation activities on the Property as if the fee owner thereof. This right includes but is not limited to the right to manage the Property as part of the National Wildlife Refuge System, including enforcement of Refuge regulations.
- D. The Easement Holder shall have the right to post, and/or otherwise restrict, the Property against camping, motorized off-road recreational vehicles, bicycles, or other wheeled vehicles, horses, and any activities detrimental to the purposes of the Easement, or against any activities not compatible with the management of the Property as part of the National Wildlife Refuge System. Neither the Easement Holder nor the Fee Owner shall be under any duty, express or implied, to supervise said access, use, or purpose; and access to and use of the Property by the public shall be solely at the risk of the user(s) thereof.
- E. Except where retained by the Fee Owner, the Easement Holder shall have the right to administer and manage public use, camping, wheeled vehicle access, and construction of fires consistent with the easement.
- F. The Easement Holder shall have the right to administer and manage all economic activities on the Property consistent with this easement and consistent with Refuge purposes and policies and retain any revenues derived thereby. Economic activities include but are not limited to, timber harvest, trapping, and guiding.
- G. The Easement Holder shall have the right to temporarily limit or prohibit access to and use of forestland during harvesting or other forest management activities, and to limit or prohibit public access to and use of the Property for an appropriate period of time to halt problematic or abusive uses or behaviors by said public. The Easement holder may post all or any portions of the Property for the communication of the restrictions or limitations in or established under this Section.
- H. The Easement Holder shall have the right to limit or prohibit public access to and use of portions of the Property for an appropriate period of time to protect sensitive wildlife resources such as: loon nests, eagle nests, osprey nests, peregrine falcon nests, or nests or breeding areas of other species of conservation concern.
- I. The Easement Holder shall have the right to erect structures customary and appropriate for the facilitation of public use, and consistent with refuge purposes, including; parking lots, restrooms, kiosks, information signs, interpretive signs, trails, and viewing platforms, provided such structures are not detrimental to the Purposes of the easement.

J. The Easement Holder shall have the right to erect temporary structures to facilitate wildlife conservation, habitat management, and forest management, such as run in shelters for horse logging, when consistent with refuge purposes.

K. The Easement Holder shall have the right to remove fill, disturb soil surfaces, and alter topography, surface, and subsurface water systems as necessary to accomplish forest and habitat management or facilitate public use consistent with Refuge purposes provided such removal is not detrimental to the Purposes of the Easement. Rocks, minerals, gravel, sand, topsoil, or other similar material moved or removed to accomplish Refuge goals shall not be removed from the Property.

5. BENEFITS AND BURDENS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of the Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the U.S. Government, or any subdivision of it, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of protecting the conservation purposes of the Easement, and has the resources to enforce the restrictions of the Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. RESOLUTION OF DISAGREEMENTS

A. The Fee Owner and the Easement Holder desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Fee Owner and the Easement Holder agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of the Easement, whenever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

7. BREACH OF EASEMENT – REMEDIES

A. If the Fee Owner or the Easement Holder determines that a breach of the Easement has occurred or is threatened, the determining party shall notify the offending party in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.

B. The offending party 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 cure swiftly said breach and to repair any damage. The offending party shall promptly notify the determining party of its actions taken here under.

C. If the Fee Owner or Easement Holder fails to perform its obligation under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured and/or if the determining party believes that some action or inaction of the offending party or a third party is causing irreparable harm or damage to the Property, the determining party may seek a temporary restraining order, preliminary injunction or other form of equitable relief from a court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of the Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

D. Forbearance by the Easement Holder or Fee Owner to exercise its rights under the Easement in the event of any breach of any term thereof by the offending party shall not be deemed or construed to be a waiver by the Easement Holder or Fee Owner of such term or of any subsequent breach of the same or any other term of the Easement or of any of the Easement Holder's or Fee Owner's rights hereunder. No delay or omission by the Easement Holder or Fee Owner in the exercise of any right or remedy upon any breach by the offending party shall impair such right or remedy or be construed as a waiver.

E. Nothing contained in the Easement shall be construed to entitle the Easement Holder or Fee Owner 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. The Easement Holder and the Fee Owner reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of the Easement

8. 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 Fee Owner or the Easement Holder may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

9. SEVERABILITY

If any provision of the Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, 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/EXTINGUISHMENT

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or

other authority so as to abrogate in whole or in part the Easement conveyance hereby, or whenever all or 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 there upon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them to be paid out of the damages recovered.

B. 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 condemnation, of their respective interests in that part of the Property condemned. For this purpose and that of any other judicial extinguishment of the Easement, in whole or in part, the values of the Fee Owner's and Easement Holder's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation or extinguishment.

C. The Fee Owner shall use its share of the proceeds resulting from condemnation or extinguishment in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

11. ADDITIONAL EASEMENT

Should the Fee Owner determine that the expressed purposes of the Easement could better be effectuated by the conveyance of an additional easement, the Fee Owner may execute an additional instrument to that effect, provided that the conservation purposes of the Easement are not diminished thereby and that a public agency or qualified organization, described in the Section "Benefits and Burdens," above, accepts and records the additional easement.

IN WITNESS WHEREOF, We have hereunto set our hands this ____ day of _____, 2013.

UNITED STATES OF AMERICA FISH & WILDLIFE SERVICE

The above and foregoing Conservation Easement was authorized to be accepted by the UNITED STATES OF AMERICA, Easement Holder as aforesaid, and the said Easement Holder does hereby accept the foregoing Conservation Easement, by and through _____, Realty Officer, Fish and Wildlife Service, Region 5, United States Department of Interior, 300 Westgate Center Drive, Hadley, MA 01035 hereunto duly authorized this ____ day of _____, 2013

by: _____
_____, Realty Officer
Fish and Wildlife Service, Region 5
U. S. Department of Interior

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

On this _____ day of _____, 2013, personally appeared _____, the authorized representative of the Easement Holder, the UNITED STATES OF AMERICA, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the United States of America.

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, SS**

On this _____ day of _____, 2013, personally appeared Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the Conservation Easement, and acknowledged that he was duly authorized to execute this Conservation Easement.

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

(seal)

**THE STATE OF NEW HAMPSHIRE
COUNCIL ON RESOURCES AND DEVELOPMENT**

By: _____
Name: Meredith Hatfield
Title: Chairman
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

On this ____ day of _____, 2013, personally appeared Meredith Hatfield, Chairman of the Council on Resources and Development of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the Conservation Easement, and acknowledged that he was duly authorized to execute this Conservation Easement.

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

(seal)

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

Date

Patrick J. Queenan
Civil Bureau Attorney - Attorney General
of the State of New Hampshire

This conveyance to the State of New Hampshire was authorized by vote of New Hampshire Governor and Executive Council on _____, Agenda Item _____.

APPENDIX A
EASEMENT AREA DESCRIPTION

Beginning at a point on the line between Wentworth's Location and the Second College Grant, said point being on the westerly side of the road leading from NH Route 16, so-called into the Second College Grant; Thence running along the westerly side of the road S18° 30'W, 4.82 chains to a stake; Thence running S56° 00'W, 1.55 chains to a stake; Thence running N78° 00'W, 6.81 chains to a stake; Thence running S80° 30'W, 7.34 chains to a stake at an old barbed wire fence; Thence in a southerly direction meandering along said fence 13.60 chains to a fence corner; Thence running S64° 00'W, 6.00 chains along a fence to a stake; Thence running S41° 00'W, 10.00 chains to a 7" fir by a big rock; Thence running S9° 00'W, 2.40 chains to a stake at an old fence; Thence running S17° 30'W, 3.56 chains along a fence to a stake; Thence running N76° 00'W, 52.00 chains to line of land of the Brown Company; Thence running N15° 00'E, 41.88 chains to a stake and stones on the northerly line of said Wentworth's Location; Thence running S75° 30'E, along said town line about 70.00 chains to the point of beginning.

Also conveying a right-of-way over land of said Roderigue described as follows; Starting at the 7.50 chain point of the fifth course in the above description and running S54° 30'E, 1.00 chains; Thence running S12° 00'E, 6.81 chains to the NH Route 16, so-called.

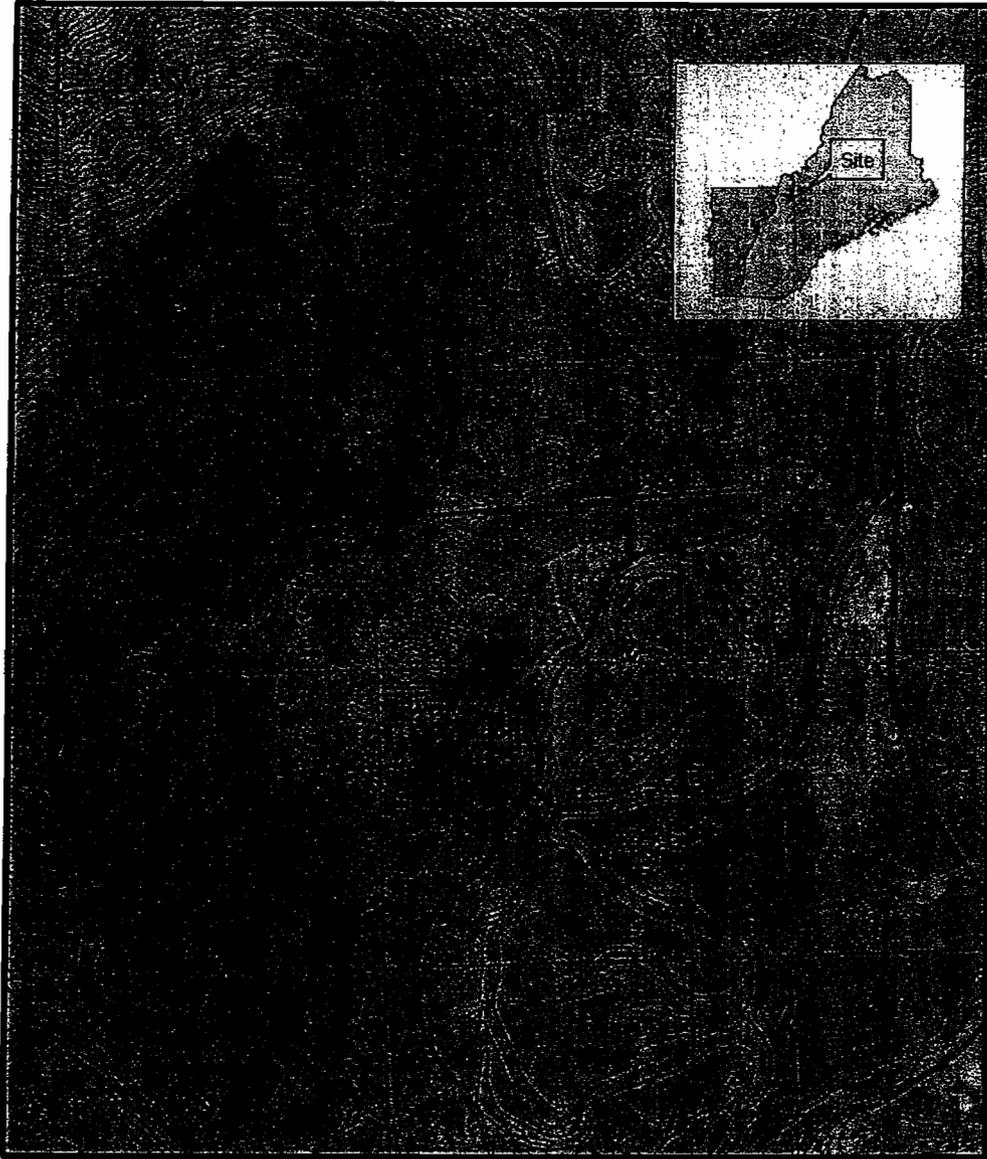
Further conveying hereby a Conservation Easement on that part of the Big Island, so-called, in the Magalloway River situate in said town of Wentworth's Location, together with a right-of-way to said Big Island along the existing road to the same.

Excepting that portion of land conveyed to Oxford Paper Company recorded in Coos County Registry of Deeds B/841 P/665 on April 7th, 1995.

Meaning and intending to describe a portion of the property conveyed to the State of New Hampshire, Department of Resources and Economic Development and recorded in Coos County Registry of Deeds B/737 P/840, Item IX-Property in Wentworth's Location, dated October 27th, 1988.

The above describe property is subject to any an all restrictions cited in said B/737 P/840.

APPENDIX B
PROPERTY MAP



15: Big Island

Sketch of Conservation Easement Area
Big Island State Forest
Wentworth's Location
conveyed to the U.S. Fish & Wildlife Service

June, 2012



Big Island State Forest
(To Be placed under a
Conservation Easement)



RETURN TO:
William Carpenter
DRED
PO Box 1856
Concord, NH 03302-1856

DRAFT

**Exempt from transfer tax as a
no-consideration, non-contractual
transfer pursuant to
NH RSA 78-B: 2, IX.**

QUITCLAIM DEED

This Deed, made the _____ day of _____, Two Thousand and Thirteen, between THE UNITED STATES OF AMERICA, 300 Westgate Center Drive, Hadley, Massachusetts, 01035-9589, the address for the purpose of this conveyance (Grantor), and The State of New Hampshire, through its Department of Resources and Economic Development, with a principal office at 172 Pembroke Road P.O. Box 1856, Concord, Merrimack County, New Hampshire 03301 (Grantee),

Witnesseth:

Whereas, pursuant to 16 U.S.C. § 668dd(b)(3), in administering the National Wildlife Refuge System the Secretary of the Interior is authorized to acquire lands or interests therein by exchange for acquired lands or public lands, or interests in acquired or public lands, under his administration which he finds to be suitable for disposition. The values of the properties so exchanged either shall be approximately equal or if they are not approximately equal the values shall be equalized by the payment of cash to the grantor or the Secretary as the circumstances require; and

Whereas, the Secretary of the Interior, acting through the Regional Director of the United States Fish and Wildlife Service, has determined that UNITED STATES (TRACT 16Ae) Parcel "A", also known as SUBDIVISION LOT 2A on a certain map entitled "Preliminary Plan – Minor Subdivision Lands of the United States of America Prepared for The U.S. Department of the Interior Fish & Wildlife Service", dated March 18, 2013 and prepared by CIVIL CONSULTANTS of South Berwick, Maine. Said map will be revised to adjust the acreage from 234.26 acres as shown on said map to 233.00 acres. Said map being recorded in the Coos County Registry of Deeds as Map _____.

NOW THEREFORE, the said Grantor, for and in consideration of the conveyance by Warranty Deed recorded herewith of lands of approximately equal value being the land identified as Tract (2C,C1) on a map entitled "United States Department of the Interior Fish and Wildlife Service Umbagog National Wildlife Refuge Map ()", Dated _____ 2013, and prepared by CIVIL CONSULTANTS of South Berwick, Maine. Said plan is recorded in the files of the United States Department of the Interior, Fish and Wildlife Service, Office of Realty, 300 Westgate Center Drive, Hadley, MA 01035-9589. The Grantor does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and its assigns, forever, all those certain tracts or parcels of land and premises, described as UNITED STATES (TRACT 16Ae) Parcel "A", also known as SUBDIVISION LOT 2A, Subject to a Certain Conservation Easement and retains certain Right-of-Ways designated as TRACT 16AeR4 and TRACT 16AeR5,

The hereinafter-described tract of land and easements are located in the State of New Hampshire, Coos County, Town of Errol, being a portion of the lands of the United States of America, described in deeds from THE TRUST FOR PUBLIC LAND, d/b/a TPL – NEW HAMPSHIRE, dated September 29, 2009, and recorded in Book 1288, Page 271 of the Coos County Registry of Deeds (located in Lancaster, New Hampshire), being more particularly described as follows:

UNITED STATES (TRACT 16Ae) PARCEL "A"

INSERT SURVEY DESCRIPTION HERE

Being a portion of Map R2, Lot 22-2 of the Town of Errol Tax Maps.

SUBJECT TO:

This property was originally purchased by the United States of America for conservation purposes and therefore the following restrictions apply to ensure that the intent of that purpose continues with the property:

- No further subdivision of this parcel is allowed.
- The primary purpose of the parcel is forest and wildlife management. Public recreational access for hunting, fishing, and wildlife watching are also primary purposes of the property.
- The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities. No use shall be made of the Property, and no activity shall be permitted thereon, which is inconsistent with the purpose of the Land Conservation Investment Program.
- Motorized public access is restricted to existing roads as depicted on the above referenced subdivision.
- In the event that the motorized public access needs to be re-routed to allow for timber harvesting operations to occur on the property or adjacent lands, the trail location may be modified along a parallel course. The total length of motorized public access trail at any one point in time may not exceed 0.5 miles.
- In addition to any other party allowed by law, the Council on Resources and Development, or any other successor or assign of lands obtained by the former Land Conservation Investment Program, shall have standing to enforce the restrictions described within this deed.

TO BE RETAINED

The Grantor reserves two perpetual right-of-way easements more particularly described as follows:

TRACT 16AeR4

Being a 66-foot wide right-of-way for use in common with others for ingress and egress on foot and with vehicles, across other land of the Grantor located in Lot 5, Range 1 and Lot 6, Range 1 of Errol, Coos County, New Hampshire. The center of the 66-foot wide right-of-way is coincident with the centerline of

the traveled way of the road known as the "Seven Islands Bridge Road" which runs easterly from the westerly line of Lot 5, Range 1 to the westerly line of Tract (16Ae) between Corners 10873 and 10032. The grantor intends to reserve rights in common with those granted. Others also enjoy the right to use this road.

TRACT 16AeR5

Being a 66-foot wide right-of-way for use in common with others for ingress and egress on foot and with vehicles, across other land of the Grantor located in Lot 5, Range 1 of Errol, Coos County, New Hampshire. The center of the 66-foot wide right-of-way is coincident with the centerline of the traveled way of the road leading from the "Seven Islands Bridge Road", southerly across Lot 5, Range 1, to the westerly line of Tract (16Ae) between Corners 10873 and 10032. The grantor intends to reserve rights in common with those granted. Others also enjoy the right to use this road.

This deed is conveyed subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

In witness whereof, Wendy Weber, Regional Director, Region 5, United States Department of the Interior, Fish and Wildlife Service has executed this instrument as the act and on the behalf of the United States of America, and has affixed the seal of the Fish and Wildlife Service hereunto the day and year first above written.

WITNESS:

UNITED STATES OF AMERICA

Regional Director,

ACKNOWLEDGMENT

State of Massachusetts }
County of Hampshire } ss.
}

On this ____ day of September, 2013, before me, the undersigned notary public, personally appeared Wendy Weber, proved to me through satisfactory evidence of identification, which was government photograph identification card, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for it's stated purpose, as the Regional Director for the Federal Agency, the U.S. Fish and Wildlife Service.

[SEAL]
My commission expires:

Notary Public

ACCEPTANCE

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT

By: _____
Jeffrey J. Rose
Commissioner
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss

On this ____ day of _____, 2013, Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he was duly authorized and executed the same in the capacity therein stated and for the purposes therein contained.

Justice of the Peace/Notary Public
My Commission Expires: _____
(seal or stamp)