



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.nhdf.org

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March 21, 2022

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

REQUESTED ACTION

Pursuant to RSA 227-H:3, authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (Department) to purchase a Conservation Easement described in Appendix B on 1,196 +/- acres in the towns of Jackson and Bartlett in Carroll County, New Hampshire, known as the "Dundee Community Forest, Forest Legacy Project" (the Project) for an amount not to exceed \$2,300,000 for the purpose of protecting natural resources and ensuring continued access to the properties upon Governor and Council approval. 100% Federal Funds.

Funding is available in account, Forest Legacy - II, as follows:

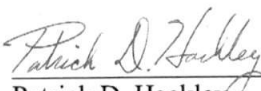
03-035-035-351010-35460000-033-509033 Land Acquisition & Easements	<u>FY 2022</u> \$2,300,000
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EXPLANATION

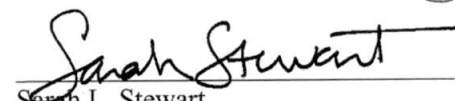
The Department has received a Federal Financial Assistance Award of \$2,300,000 under the State Grant Option of the Forest Legacy Program (Grant Award #21-DG-11094200-138) for the Project. The conservation of the 1,195 +/- acres, contained in a tract (Property), will protect a significant conservation and woodland resource. The Property contains high quality forest soils and productive northern hardwood and conifer forests, abutting the White Mountain National Forest. Significant water resources include Great Brook riparian area maintaining water quality downstream to Wildcat River, a designated Wild and Scenic River, and Jackson Falls a recreation and tourist destination. The Property will be managed for sustainable timber production, wildlife habitat and water resource protection, and ensure public access for traditional public recreational opportunities including pedestrian public uses such as hiking, hunting, and fishing.

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 \$2,300,000 or the appraised value, as stipulated by Federal Forest Legacy Program Standards and Guidelines. The landowner will complete 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 landowner and project partner will contribute in excess of 25% matching funds through the protection of additional lands and in-kind services. There are no State monies contributing to the acquisition of the Project.

Respectfully submitted,


Patrick D. Hackley
Director

Concurred,


Sarah L. Stewart
Commissioner

(SM)

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE March 15, 2022

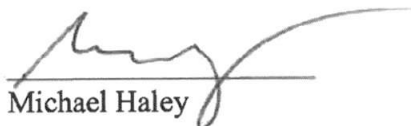
FROM Michael Haley
Assistant Attorney General

AT Department of Justice
Civil Bureau

SUBJECT Grant of Conservation Easement from Dundee Management Corporation to State

TO Tracey Boisvert
Division of Forests and Land
New Hampshire Department of Natural and Cultural Resources

The Office of the Attorney General has reviewed the Grant of Conservation Easement with respect to the Dundee Community Forest property located in the towns of Jackson and Bartlett, Carroll County, New Hampshire, granted by the Dundee Management Corporation to the State. This Grant is approved as to form and substance only. Following execution, please submit the fully executed Deed to this Office for approval of execution prior to recordation in the Registry of Deeds.


Michael Haley

Return to:

**Tracey Boisvert
Land Management Bureau
Dept of Natural and Cultural
Resources -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

**Dundee Community Forest
in Jackson and Bartlett, Carroll County, State of New Hampshire**

The **Dundee Management Corporation**, a New Hampshire corporation with a mailing address of 79 Old Mountain Road, Cape Neddick, ME 03902 ("Fee Owner" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes Fee Owner's 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 Natural and Cultural Resources ("DNCR"), 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 Towns of Jackson and Bartlett, County of Carroll, 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 1,196.1 +/- acres, of high-quality timberland in the

Northern Forest that has been under continuous forest management for over 50 years;

WHEREAS, the Property consists of 820.9 +/- acres of high-quality forest soils;

WHEREAS, the Property abuts the U.S. Forest Service's White Mountain National Forest and will add forest land to one of the largest unfragmented forest blocks in New Hampshire;

WHEREAS, there are numerous headwater streams on the Property that are tributaries to the Saco River, which is a source of drinking water for 250,000 people in New Hampshire and Maine, and these headwater streams maintain cold temperatures and high water quality sustaining Eastern Brook Trout and other native fish;

WHEREAS, the Property contains a segment of Great Brook, a tributary to the Wildcat River, a federally-designated Wild and Scenic River, signifying one of the most important free-flowing waters in the United States, and the preservation of Great Brook riparian area and surrounding forestland contributes to maintaining the water quality and quantity in the Wildcat River, including at Jackson Falls, a popular recreation and tourism destination that lies downstream of the Property;

WHEREAS, the majority of the Property lies within the "Thorn Mountain Priority Conservation Area" identified by the Upper Saco Valley Land Trust's ("USVLT") regional conservation plan as a 4,675-acre focus area noted for being unfragmented forest and an important wildlife-movement corridor;

WHEREAS, the New Hampshire Fish and Game Department's Wildlife Action Plan has identified 73+/- acres of the Property as a high-quality biological region consisting mostly of spruce-fir and cliff/talus, and 266 +/- acres of the Property as supporting landscapes consisting of large forest blocks contiguous with the White Mountain National Forest;

WHEREAS, part of the Property lies within a Wellhead Protection Area designated by New Hampshire Department of Environmental Services;

WHEREAS the Property contains a high-elevation habitat area near Tin Mountain and Thorn Mountain that contains 100+/- acres of uncut "old growth" forest and an uncommon ecosystem associated with open ledges and talus slopes;

WHEREAS, the Property contains habitat that supports rare and threatened species identified by the New Hampshire Natural Heritage Bureau that are known to occur on or near the Property, including American Cancer-root, Canada Mountain-rice Grass, Back's Sedge, White Edge Sedge, Peck's Sedge, and Necklace Chain Sedge;

WHEREAS, portions of the Property make up the mountainside viewscape seen from the State's iconic Intervale Scenic Vista, and other portions lie in the viewsheds from many surrounding mountain peaks and valley overlooks;

WHEREAS, the Property is part of the ancestral homeland of the Abenaki people, includes

important historical and natural resources for Native American populations, and also contains relicts of early European settlement, such as stone walls, cellar holes and remains of early farm equipment;

WHEREAS, the Property is an important resource for such recreational activities as hiking, hunting, fishing, cross-country skiing, wildlife observation, and other low-impact outdoor recreational activities;

WHEREAS, the Property is adjacent to the Tin Mountain Conservation Center's Jackson Field Station, an environmental education center with active school programs, and the creation of the community forest will allow that use to continue and expand,

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 Property's approximately 1,196.1+/- acres of productive forest land, 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 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

1.D To preserve and conserve 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 cultural resources; and

1.E To assist in the implementation of the Town of Jackson Master Plan (as adopted October 13, 2016), which includes a goal to "Protect and conserve Jackson's natural resource areas including hills, woodlands, scenic vistas, valuable wildlife habitat, streams, wetlands, floodplains, aquifer recharge areas, sensitive riparian areas, and the night sky"; and

1.F To assist in the implementation of the Town of Bartlett Master Plan (as adopted April 19, 2016), which states "The town's natural resources – its mountains, rivers, forests, fields and wetlands – are the basis for both the town's quality of life and much of its economic activity (primarily recreation and tourism but also forest management, wood products and limited farming)."

These Purposes are in accordance with the clearly delineated open-space conservation

goals and objectives as stated in the Forest Legacy Program (FLP) 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 Natural and Cultural Resource'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 at least seventy-five (75%) of the total Property area shall be maintained in forest cover. And so consequently, consistent with Forest Legacy Program requirements, up to (but no more than) twenty-five (25%) of the total Property area may contain "compatible non-forest uses", which include land use types such as cultivated farmland, pasture and grassland, and open water.

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, , 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 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 non-forest 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, Outdoor Recreation, and Ecosystem Services Markets 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 and backcountry skiing, both on and off unpaved paths and trails; riding snowmobiles, mountain bicycles and horses on trails designated in the Multi-Resource Management Plan; and constructing and maintaining unpaved paths and trails. Other motorized recreational vehicles may be permitted on trails designated in the Multi-Resource Management Plan upon written mutual agreement by the Fee Owner and Easement Holder.

iv. “Ecosystem Services Markets” (ESM) shall mean institutions or settings in which numerous individuals voluntarily trade permits or credits of an ecosystem service, typically using money as the means of exchange. For the purposes of the Easement, the extraction of timber and

non-timber forest products, and recreation uses including hunting leases are excluded from this definition of ecosystem service markets.

The Fee Owner may engage in ecosystem services markets under other programs but such action must not adversely affect the interest granted under the Easement to the Easement Holder or the Easement Holder's right of enforcement or be inconsistent with or defeat the Purposes for which the Easement was acquired.

No agreements relating to ecosystem service markets shall be made regarding the Property that is or is likely to become inconsistent with the FLP purposes, terms of the Easement, or other documents incorporated by reference. If the Fee Owner wishes to enter into such an agreement, the owner of the fee title will notify the Easement Holder of any proposed participation in ecosystem service markets the Fee Owner deems compatible with the Purposes and Terms of the Easement and related documents and explain why they believe market participation is compatible. The Easement Holder will determine the compatibility of the market participation. As needed and appropriate to make the determination, the Easement Holder will consult with the USDA Forest Service. If it is determined to be compatible, the Easement Holder will provide an approval and authorization letter to the Fee Owner and include the letter and ESM participation documentation as an attachment to the current Multi-Resource Management Plan/Forest Stewardship Plan. The Easement Holder may review and monitor all ecosystem service market participation for compatibility with Easement and the FLP Purposes and requirements.

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

- i. maintenance of a sustainable source of timber, pulpwood, biomass and other commodity and non-commodity forest products;
- ii. maintenance or improvement of the overall quality of forest resources through management that promotes the production of high-quality forest resources, such as sawlogs and veneer;
- iii. regeneration of forest stands through silvicultural practices that promote forest types suited to site capability;
- iv. maintenance of forest health through monitoring and control of fire, disease, and insect outbreaks;
- v. long-term maintenance of soil productivity;
- vi. maintenance and protection of biological diversity and integrity through the promotion of a forest that reflects a diversity of stand ages and naturally occurring forest types in a majority of the forest, the conservation of rare and exemplary natural communities, and the conservation and enhancement of native plant and animal species and their habitats, including establishment and retention of a range of sizes and types of downed woody debris, snag trees,

cavity trees, very large/old trees, and early successional habitats;

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

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

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

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

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

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

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

ii. in compliance with the approved Forest 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, Division of Forests and Lands, 2016) 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, Bureau of Trails, 2004) and successor publications; and

iv. guided by the "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (Department of Resources and Economic Development Division of Forests and Lands and UNH Cooperative Extension, 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 this Easement (including the specific terms and conditions applicable to the Special Management Areas) and a written and approved forest and land management plan ("Multi-Resource Management Plan"), and consistent with the purposes for which the land was entered in the Forest Legacy Program, The Multi-Resource Management Plan and any revisions or amendments, must be signed by a professional forester, licensed by the State of New Hampshire, or other qualified persons approved in advance by the Easement Holder. In the event of a discrepancy or conflict between the Multi-Resource Management Plan and the

provisions of the Easement, the Easement shall control.

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 on behalf of the 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 for review at least 90 days prior to the tenth anniversary of the Commencement Date and at least once every ten (10) years thereafter (each "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") hereof, 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 must meet the minimum standards of a USDA Forest Service Forest Stewardship Program Management Plan and 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 areas 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 for rare, threatened or endangered animal species;
- 5. Management objectives and planned activities for the conservation of exemplary natural communities and for 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;
- 11. Proposed public access limitations; and
- 12. Proposed Ecosystem Services Markets activities, if applicable.

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. Amendments must be signed by a professional forester, licensed by the State of New Hampshire, or other qualified persons approved in advance by the Easement Holder. Any Amendments shall be subject to the review described in Section 2.E.iii but need not include all Multi-Resource Management Plan elements described in Sections 2.E and 2.E.i. 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 Multi-Resource Management 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 Multi-Resource

Management 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 Multi-Resource Management Plan, Update, or Amendment 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 Multi-Resource Management 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 Special Management Areas. Certain areas of the Property shall be designated as “Thorn Mountain Ridgeline Special Management Area”, “Tin Mountain Riparian Buffer Special Management Area”, and “Villagio Bianco Wellhead Protection Special Management Area”, and collectively are known as “Special Management Areas” or “SMA”. The total Special Management Area acreage is 365+/- acres. The locations and acreage of the Special Management Areas on the date of this Easement are identified in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report.

i. Adjustments. Either the Fee Owner or the Easement Holder may propose to the other party adjustments to the location and/or boundaries of the SMA, provided, however, that such adjustments shall occur only with the mutual consent of the parties. After any adjustment, certain areas previously designated as SMA may, with the mutual consent of the parties, no longer be designated SMA and other areas may, with the mutual consent of the parties, be designated SMA. Any such adjustment for newly designated acreage or then un-designated 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 Report. No adjustment shall reduce the total acreage of SMA as set forth in the Easement.

ii. Thorn Mountain Ridgeline Special Management Area (“Ridgeline SMA”). This Special Management Area consists of 254+/- acres located along the ridgeline on the southern and western sides of Thorn Mountain as shown on the Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report. This area includes exposed ledges and talus slopes that contain several rare plant sites as well as forest conditions that indicate that it has never been logged, resulting in a late successional forest. The Ridgeline SMA is being established to ensure that these rare plants and this ecological community are given additional levels of protection as management actions are developed. Within the Ridgeline

SMA the following additional protections apply:

- a. The SMA shall be a no-cut area with forest management operations permitted only with the consent of the Easement Holder in consultation with the NH Natural Heritage Bureau.
- b. Trail building or recreational improvements can only occur with the mutual agreement of the Fee Owner and the Easement Holder after consulting with the Natural Heritage Bureau, and provided such activity is described in the Multi-Resource Management Plan and is not detrimental to the ecological condition of the SMA and the Purposes and Stewardship Goals of the Easement.
- c. Crossings of the SMA with timber harvesting roads or skid trails are allowed with prior written approval of the Easement Holder provided that any crossings are temporary and have been designed to minimize the number and width of crossings, to include all appropriate erosion-control devices, and to comply with "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (State of New Hampshire, Division of Forests and Lands, 2016) and successor documents.

iii. Tin Mountain Riparian Buffer Special Management Area ("Riparian SMA"). The Riparian SMA consists of 111+/- acres located on three parcels that collectively make up the Tin Mountain Tract, which is located on the eastern flank of Tin Mountain. The Riparian SMA centers on a complex of streams and two wetland areas consisting of 10,344 +/- feet of perennial streams, 8,600 +/- feet of intermittent streams, and 6.67 +/- acres of hydrologically connected riparian wetlands. The Tin Mountain Riparian Buffer Area is consistent with the New Hampshire Aquatic Resources Mitigation Fund Final In-lieu Fee Program Instrument (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142).

The principal goal for management within the Riparian SMA is the establishment and maintenance of a high-quality buffer that provides an array of ecological benefits including but not limited to:

1. buffering aquatic and wetland plants and animals from disturbance;
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.

Within the Riparian SMA the following additional protections apply:

- a. The area within 100 feet of any intermittent stream and within 200 feet of any perennial stream or wetland as measured upland from the ordinary high-water mark of the water body or wetland edge, on both sides of a stream, shall be a no-cut area with forest management operations permitted only with the consent of the Easement Holder and the concurrence of the NH Department of Environmental Services.
- b. Crossings of the SMA with timber harvesting roads or skid trails is allowed with prior written approval of the Easement Holder and after Easement Holder consults with Department of Environmental Services, provided that any crossings are

temporary and have been designed to minimize the number and width of crossings, to include all appropriate erosion control devices, and to comply with “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire” (State of New Hampshire, Division of Forests and Lands, 2016) and successor documents.

- c. Recreational trail crossings are permitted with the prior written approval of the Easement Holder and after Easement Holder consults with Department of Environmental Services. Any trail development proposals should be designed to follow “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, Bureau of Trails, 2004) and successor publications.
- iv. Villaggio Bianco Wellhead Protection Special Management Area (“Wellhead Protection SMA”). The Wellhead Protection SMA consists of 67.2 +/- acres, which is a portion of the so-called Bergendal parcel that is within the Bartlett Tract. The SMA centers on an existing well that is the public drinking water supply for the Villaggio Bianco residential development on Dundee Road in Bartlett. The establishment of the Wellhead Protection SMA is consistent with the program requirements for the Drinking Water and Groundwater Trust Fund administered by the State of New Hampshire Department of Environmental Services.

The principal goal for management within the Wellhead SMA is the establishment and maintenance of a high-quality buffer that protects the quality and quantity of water provided by the public drinking water supply well.

Within the Wellhead SMA, the following additional protections apply.

- a. No activity shall be allowed that will degrade the water quality such that the standards set for public drinking water by the Department of Environmental Services would be threatened.
- b. No wastes generated off the property including non-hazardous wastes such as compost, stumps, wood chips or plowed snow shall be disposed of, stored, or discharged within the Wellhead SMA.
- c. No motorized vehicles shall be allowed for recreational purposes, provided that snowmobiles as defined in RSA 215-A:1, XIII may be allowed if they are operated
 - i. Only on snow and ice outside the sanitary protective area of public water supply well(s);
 - ii. More than 250 feet from a surface water body being used as a public water supply;
 - iii. More than 100 feet from tributaries contributing to such water bodies; except when crossing such tributaries; and
 - iv. Only on designated snowmobile trails depicted on a plan approved by the Easement Holder in consultation with the Department of Environmental Services or successor agency.
- d. Parking areas for non-motorized trail access require prior written approval of the Easement Holder in consultation with the Department of Environmental Services

or successor agency.

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

- i. Compliance with Law. All activities on the Property shall be performed in compliance with all applicable local, state and federal laws and regulations;
- ii. Licensed Forester. All commercial and noncommercial 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.H Subdivision. The Property consists of seventeen proximate but not adjacent tracts and parcels of land in the Towns of Bartlett and Jackson, Carroll County, New Hampshire, as more particularly described on [REDACTED] survey plans recorded in the Carroll County Registry of Deeds as Plan # [REDACTED]. The tracts in the Town of Jackson shall not be subdivided or conveyed separately from one another (referred to as the Jackson Tracts), and the tracts in the Town of Bartlett shall not be subdivided or conveyed separately from one another (referred to as the Bartlett Tracts). The Jackson Tracts and the Bartlett Tracts may be conveyed separately in accordance with the restrictions contained herein. Any conveyance of the Jackson Tracts or the Bartlett Tracts independently shall be subject to the terms of this Easement, and the new Fee Owners of the conveyed tracts shall comply with the then-current Multi-Resource Management Plan. Any activity not covered by the then-current Multi-Resource Management Plan shall not be permitted until such activity is covered under a new Multi-Resource Management Plan prepared by the new Fee Owner and approved in accordance with the terms in Section 2.E. 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.I Structures. No structure or improvement, including, but not limited to, a dwelling, portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, wind generator, tower, telecommunications facility, 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; and
- 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's 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 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.J Permitted Excavation. The mining, drilling, quarrying, excavation, or removal of rocks, minerals, natural gas, petroleum, gravel, sand, topsoil, or other similar materials, and the removal, filling, or other disturbances of soil surface, changes in topography, surface or subsurface water systems, or wetlands shall not be allowed on the Property unless such activities:

i. are common and necessary in the accomplishment of the Forestry, Agriculture or Conservation Activities on the Property as allowed in Section 2 ("Use Limitations") and Section 3 ("Reserved Rights").

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 and the Stewardship Goals;

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 for the Property"); and

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

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

2.L Signage. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as common and necessary in the accomplishment of Forestry, Agriculture or Conservation Activities on the Property, or to advertise the land for sale, or to publicize the Forest Legacy Program, the Drinking Water and Groundwater Trust Fund and the Land and Community Heritage Investment 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.M 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.N Closure of Property. There shall be no posting of signs 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.O Access Easements. No easements of ingress or egress in favor of any third party shall be created or developed into, on, over, under or across the Property without prior written approval of the Fee Owner, the Easement Holder, and the USDA Forest Service, except those of record as of the execution of this Easement and those specifically permitted in the provisions of the Easement.

2.P Utility Easements. No new easements for utilities, or the expansion of existing easements for utilities, shall be created or developed into, on, over, under or across the Property without the prior written approval of the Fee Owner, the Easement Holder, and the USDA Forest Service.

2.Q. Property Boundaries. The Fee Owner is responsible for maintaining the marked identifications of the Property’s exterior ownership boundaries.

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. Guided Outdoor Recreation Activities, as set forth in the Multi-Resource Management Plan or otherwise approved in advance and in writing by the Easement Holder;

- c. Use of primitive campsites and lean-to shelters;
- d. Equestrian access;
- e. Use by back-country or cross-country skiers; and.
- f. Other outdoor recreational activities as approved 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, and Trails.

i. The right to pursue the development, construction, maintenance, installation, replacement and repair of the following improvements as are reasonably necessary for Forestry, and Conservation Activities on the Property and as identified in the Multi-Resource Management Plan: roads, parking lots, dams, bridges, trails, culverts, gates, gatehouses, information kiosks, sheds and maple sugar houses for processing sap produced on the Property.

ii. The Fee Owner may construct, maintain and replace unpaved paths and trails for Natural Resource Based Outdoor Education and Outdoor Recreation as identified in the Multi-Resource Management Plan. Trail location, maintenance and management shall be consistent with the Purposes and Stewardship Goals of the Easement and guided by the then-current, generally accepted best management practices including “Trails for People and Wildlife” (State of New Hampshire Fish and Game Department, 2019) or other equivalent science-based methodology, and in accordance with “Good Forestry in the Granite State”, and successor documents, particularly in the ‘Logging Aesthetic’ section, 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, Bureau of Trails, 2004) and successor publications. This Section must be performed in compliance with 2.K. (“Structures”) and 2.L. (“Permitted Excavation”).

iii. The Fee Owner may construct, maintain and replace primitive campsites and lean-to shelters for Outdoor Recreation as identified in the Multi-Resource Management Plan. Campsites and lean-to shelter areas may contain tent platforms, pit or backcountry toilets, fire rings, picnic tables, and other rustic campsite improvements. This Section is an exception to Section 2.I (“Structures”) and must be performed in compliance with 2.I. (“Structures”) and Section 2.J. (“Permitted Excavation”).

iv. 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.

v. 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.

vi. The Fee Owner's ability to allow the adjacent property owner's existing deeded right to maintain, inspect, repair, improve or relocate the existing drinking-water spring and pipeline located on the so-called "Bramble Lot" upon prior written notification to the Easement Holder.

vii. The Fee Owner's right to grant temporary leases or licenses to, and, to accept fees from abutting landowners to allow them to cross the Property for the purposes of conducting agriculture or forestry activities as defined herein on their properties, provided that the Fee Owner give the Easement Holder prior notice of such leases or licenses and that they be included in the Multi-Resource Management Plan. Any such leases or licenses shall not negatively impact the Purposes and Stewardship Goals of the Easement as described in Section 1 ("Purposes") and Section 2.C ("Stewardship Goals of the Property") or limit the allowed uses of the Property.

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

3.D Motor Vehicles. The use of motor vehicles is allowed by the Fee Owner as reasonably necessary for the practice of Forestry, Agriculture and Conservation Activities and for exercising any of the Fee Owner's reserved rights. The use of other vehicles for the purposes of Outdoor Recreation may be permitted within the Multi-Resource Management Plan or by 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 is allowed 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, at 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; and
- 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 and Stewardship Goals 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.I ("Structures") and Section 2.J ("Permitted Excavation") above. In its

written approval, the Easement Holder shall assure that the impact to forest land is minimized.

i. An exception is recognized for the existing deeded rights of the adjacent property owner to draw water for residential purposes from a spring located on the so-called “Bramble Lot”, as further described in Book 1206, Page 491 and as affected by First Amendment to Easement Agreement recorded in Book 3235, Page 132. The Fee Owner shall provide written notification to the Easement Holder prior to construction for any improvements, repairs, replacement and/or relocation of the water pipeline and spring.

3.I Cabin Site and Yurt. The Fee Owner reserves the rights to construct, utilize, maintain, repair, relocate, or replace up to one (1) cabin or yurt with ancillary buildings, structures, and improvements on the Property, for periodic non-commercial recreational use only by the public or for Conservation Activities, and not for use as a year-round residence. However, the Cabin or Yurt Building Envelope shall remain subject to the Easement, and its uses shall be detailed in the required Multi-Resource Management Plan noted in Section 2.E. This Section is an exception to Section 2.I (“Structures”) and must be performed in accordance with 2.J (“Permitted Excavation”). All of the following provisions shall apply to the exercise of these rights:

i. The cumulative footprint, including the impervious surface area, of any such cabin or yurt and all its ancillary buildings and structures, such as a deck, porch, storage shed, outhouse, and other outbuildings, shall not exceed: 400 square feet in size as measured from the drip-edge, one (1) story in height with a single pitch from the exterior wall to the center ridge roof, and 20 feet in height (excluding chimneys and stove pipes). Notwithstanding the foregoing restriction on size, the Easement Holder retains the right to increase the size for the sole purpose of complying with either the Americans with Disabilities Act or the Architectural Barriers Act or any similar federal or state laws or regulations. If existing improvements exceed such dimensions, there shall be no further expansion or new improvement resulting in an increase in size.

ii. For the purposes of this section, the 20 feet maximum height shall only be considered in circumstances where excessively steep or rocky terrain requires a 20-foot maximum height on one side of the structure as measured from the ground surface to accommodate building piers;

iii. The Cabin or Yurt shall maintain a rustic appearance by using natural materials such as wood and stone and be in keeping with the natural setting. The exterior of all structures shall be sided (covered) with a material that is aesthetically appropriate to, and will blend with, the forest setting. Structures shall not be permanently faced with tar or roofing paper, and new metal buildings and vinyl siding, or the like, shall not be allowed;

iv. Above-ground and underground public utility lines, including but not limited to power, communication, water, and sewer lines, are prohibited;

v. Septic systems, except for outhouses, composting toilets, and similarly self-contained disposal systems, are prohibited;

vi. No access way serving any such cabin or yurt shall have an impervious surface;

vii. The cabin or yurt and all its ancillary buildings, structures, and improvements and the site shall have low impact on the environment and be located and constructed so as to minimize detrimental impacts on the scenic qualities of the Property as viewed from public roads and public waters and on the Purposes for which this Easement was created, as determined by the Easement Holder at their sole discretion.

viii. The management and use of said cabin or yurt shall promote the Natural Resource-Based Outdoor Education and Outdoor Recreation uses of the Property as these activities are defined in Section 2.B (“Permitted Uses”);

ix. At least ninety (90) days prior to the commencement of any land clearing for a cabin site, or of the construction or relocation of any cabin, yurt or access road thereto, the Fee Owner shall submit to the Easement Holder for approval a written description and sketch plan of the proposed activity, including size, extent, location, timing, and method of construction or relocation. Within ninety (90) days after the receipt by Easement Holder of such submission, the Easement Holder shall approve or disapprove said submission in writing to the Fee Owner. Approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons therefor. The failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise by the party so failing; and

x. The Fee Owner may charge a fee for temporary use of any cabin or yurt. The provisions of Section 3.A (“Conservation Activities”) regarding the collection of fees for the recreational use of said cabins shall apply.

3.K Third-Party Stewardship Agreements. Subject to written approval from the Easement Holder, the Fee Owner reserves the right to enter into agreements with a third party for the purpose of conducting stewardship activities related to the maintenance of any structures, improvements and unpaved paths or trails in existence or constructed on the Property as permitted by Section 3.B (“Structures, Improvements, and Trails”). Such agreements will ensure that all trail stewardship activities are conducted in accordance with the Stewardship Goals, Purposes of the Easement, and the Multi-Resources Management Plan.

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. Notwithstanding the foregoing, the Easement Holder hereby consents to the transfer of title to the Upper Saco Valley Land Trust by deed recorded immediately after the conveyance of this Easement.

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 in accordance with the requirements of the Forest Legacy Program (16 USC Section 2103c) contained in 5.A.i below.

- i. This Easement may be transferred or assigned only
 - (i) to a government entity that (a) is eligible to hold this Easement under the Forest Legacy Program (FLP), (b) is willing and able to hold this Easement for the purpose for which it was created, and (c) expressly agrees to assume the responsibility imposed on the holder by the terms of this Easement, and
 - (ii) with the consent of the Division of Forests and Lands. If the Easement Holder ever ceases to exist, or is no longer willing and able to hold this Easement for the purpose for which it was created or carry out the responsibility imposed on the holder by the terms of this Easement, the Division of Forests and Lands must identify and select an appropriate entity to which this Easement must be transferred.

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

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

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

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

- i. The Easement Holder shall have the right to allow public pedestrian access to, on, over and across the Property for low-impact, non-commercial Outdoor Recreational and Natural Resource-Based Outdoor Education activities such as hiking, hunting, fishing, skiing, and snowshoeing. Any 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, road construction and maintenance activities, and utility line and right-of-way maintenance. 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.N (“Closure of Property”).

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

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 Fee Owner shall provide the actual harvesting activity for the prior year, and planned activities for the upcoming year, including a map depicting harvest boundaries. 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. Notwithstanding the foregoing, the parties understand that the USFS Forest Legacy Program Implementation Guidelines may be amended or changed prior to the condemnation and the parties agree to follow the then-applicable Forest Legacy Program Implementation Guidelines or other then-current policy guidelines regarding eminent domain.

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

With the exception of exercising the limited reserved rights to authorize temporary access across the Property by adjoining landowners described in Section 3.B.vii, 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, access or other easements, or a security or leasehold interest into, on, over, under, or across the Property, or as part of a long-term lease of the timber rights in the Property for the purposes of timber harvesting, without the prior written permission of the Easement Holder and the USDA Forest Service. The Easement Holder and USDA Forest Service may only grant such written permission to the Fee Owner if they determine 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. Such written permission shall be recorded in the Carroll County Registry of Deeds. 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.

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 Carroll County Superior Court or submitted to mediation in accordance with this Section. In this Section, any reference to "mediation" shall mean non-binding mediation. The parties agree that mediation shall not operate to stay any proceedings that either party may institute in the Superior Court. If either party requests that mediation of a particular matter or matters be undertaken and if that matter is not at the time of the request the subject of an action in the Superior Court, or if it does not become the subject of an action in the Superior Court during the course of the mediation, then the parties shall agree that the matter will be submitted to mediation. The agreement for mediation shall be in writing, signed by both parties, and include a statement of the matter or matters that are the subject of the

mediation.

12.B Selecting a Mediator. If mediation is requested in a manner consistent with Section 12.A (“Non-Binding Mediation”), the Fee Owner and the Easement Holder shall 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 ensure 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, and 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 the 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.

This Easement may be amended only with the written approval of the Division of Forests and Lands and the USDA Forest Service, and they are under no obligation to agree to any amendment or consult or negotiate regarding any amendment. An amendment may be approved by the Easement Holder and the USDA Forest Service only if it will:

- i. serve the public interest and not diminish the benefits provided to the public;
- ii. have a beneficial or neutral effect on the conservation values protected by this Easement;
- iii. be consistent with the purpose of the FLP and the purpose of this Easement;
- iv. not confer an economic benefit on private persons (private inurement or private benefit in the case of a charitable organization holder);
- v. be consistent with the intent of the original grantor of this Easement and any funding entities;
- vi. not diminish the perpetual duration of this Easement or negatively affect the status or rights of the Easement Holder or the United States with regard to this Easement; and
- vii. otherwise comply with all applicable Federal, State, and local laws and regulations. Amendments to make boundary line adjustments are permitted only in the case of

technical errors made in the survey or legal description.

Any approved amendment must be recorded in the Carroll County Registry of Deeds and a copy of the recorded amendment must be provided to the Division of Forests and Lands and the USDA Forest Service within 30 days of recordation. Any purported amendment that is recorded without the prior written approval of the Division of Forests and Lands and the USDA Forest Service will be null and void.

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 the Cooperative Forestry Assistant Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq.), and pursuant to the grant agreement for the Dundee Forest Project, grant award no. 21-DG-11094200-138, awarded by the United States Department of Agriculture (USDA) Forest Service on July 1, 2021 to the Easement Holder. The grant agreement is housed in the USDA Forest Service Eastern Regional Office at 626 E Wisconsin Avenue, Milwaukee, WI 53202 or in an archival facility per Agency policy. 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 XXX%, which was determined by dividing the FLP's contribution to the acquisition of this Easement by the value of this 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 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) and Uniform Acquisition Standards of Federal Land Acquisition (UASFLA) and is completed by a certified general appraiser approved by the Division of Forests and Lands and the USDA Forest Service.

No inaction or silence by the Secretary shall be construed as approval of an extinguishment or as an abandonment of this Easement in whole or in part. Any purported extinguishment executed without the prior written consent of the Secretary will be null and void. The provisions of this paragraph shall survive any partial extinguishment.

If the Fee Owner or the Easement Holder is notified of a proposal to condemn all or any

portion of the property subject to this Easement, the Division of Forests and Lands and the USDA Forest Service must immediately be notified.

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 Report are on file at the offices of the Easement Holder and consist of descriptions, maps, and other documentation that the parties acknowledge and agree to 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 materials referenced in the Easement. The Acknowledgement must be signed at, or prior to, the closing. The Baseline Documentation Report 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 page

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

Landowner
The Dundee Management 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 landowners.

Justice of the Peace / Notary Public

My Commission Expires _____

(seal)

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL
AND CULTURAL RESOURCES**

By: _____
Name: Sarah L. Stewart
Title: Commissioner
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

This instrument was acknowledged before me on this ____ day of _____, 20__,
by _____ Commissioner of the Department of Natural and Cultural
Resources of the State of New Hampshire, on behalf of the State of New Hampshire.

Justice of the Peace/Notary Public
My Commission Expires _____

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

(seal)

**APPENDIX A
PROPERTY DESCRIPTION**