



New Hampshire Fish and Game Department

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November 4, 2020

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

REQUESTED ACTION

1. Authorize the New Hampshire Fish and Game Department to acquire a Grant of Conservation Restrictions Deed on 259 +/- acres along the Ammonoosuc River in the Town of Bethlehem, New Hampshire from the Law Office of Ransmeier & Spellman, PC (Vendor Code 157133), acting as agent for The Society for the Protection of New Hampshire Forest, in the amount of \$130,000, effective upon Governor and Council approval through December 31, 2020. Funding is 100% Other (Fisheries Habitat Funds).

Funding for this purchase is available as follows:

03 75 75 752020-21270000 Inland Fisheries Management – Fisheries Habitat Management

		<u>FY2021</u>
020-07500-21270000-020-500208	Current Expenses	\$130,000

2. Authorize the New Hampshire Fish and Game to transfer \$20,000 into the New Hampshire Land Conservation Endowment held at the Department of Treasury to permanently endow the conservation restriction monitoring and stewardship by the Office of Strategic Initiatives, Conservation Stewardship Program on behalf of the Fish and Game Department pursuant to RSA 162-C:8 and enabled by an MOA approved by Governor and Executive Council on July 24, 2013, Item 37. Funding is 100% Other (Fisheries Habitat Funds).

Funding for this transfer is available as follows:

03 75 75 752020-21270000 Inland Fisheries Management – Fisheries Habitat Management

		<u>FY2021</u>
020-07500-21270000-020-500208	Current Expenses	\$20,000

REGION 1

629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2

PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3

225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4

15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

EXPLANATION

The Society for the Protection of New Hampshire Forests (SPNHF) and the NH Fish and Game Department (NHFG) have been working together to conserve a 259-acre parcel in the Town of Bethlehem, NH. The property has more than a mile of shoreline on the Ammonoosuc River in addition to the protection of Haystack Brook which runs through the property and has been identified as an important habitat for eastern brook trout. Inland Fisheries Division staff have been very active in the Ammonoosuc River watershed, starting several years ago with fish surveys, and this has expanded to include stream crossings surveys throughout the watershed with many partners. From this work, several properties have been conserved. This project is a natural outcome of this watershed-wide work.

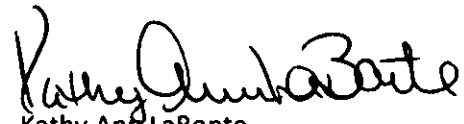
On September 11, 2019, the NH Fish and Game Commission approved the contribution of \$150,000 from the Fisheries Habitat Account for the protection of the Ammonoosuc River, dedicating \$20,000 of the \$150,000 for the monitoring and stewardship of the property by the Conservation Land Stewards at the Office of Strategic Initiatives.

The property will be accessible to the public in perpetuity, and parking areas for anglers will be developed along Route 302 on the north, and Dori Way on the south to provide access to the River. This project will significantly expand the angler access to and fishing opportunities in the Ammonoosuc River a scenic river, and will permanently protect the property for water quality and aquatic habitat, along with any future development.

Respectfully submitted,



Scott R. Mason
Executive Director



Kathy Ann LaBonte
Chief, Business Division

Inter-Department Communication

DATE: November 3, 2020

FROM: Christopher G. Aslin **AT (OFFICE)** Department of Justice
Senior Assistant Attorney General Environmental Protection Bureau

SUBJECT: Gould Acquisition Conservation Restrictions, Town of Bethlehem

TO: Elizabeth McNaughten, Land Agent
Facilities & Land Division
Fish & Game Department

The Office of the Attorney General has reviewed the Grant of Conservation Restrictions Deed and supporting documents provided in connection with the above referenced easement acquisition and approves the acquisition for form and substance only. Please note that once approved by Governor and Council, and signed by all parties, the Grant of Conservation Restrictions Deed should be returned to this office for final review of execution before it is recorded in the appropriate county registry of deeds.

Christopher G. Aslin

Christopher G. Aslin



Boundaries shown are approximate. This is not a survey.

Ammonoosuc River Protection Project, 257 Ac., Bethlehem, NH

T. Howe, Forest Society, 10/29/2019; Source Data: NH GRANIT

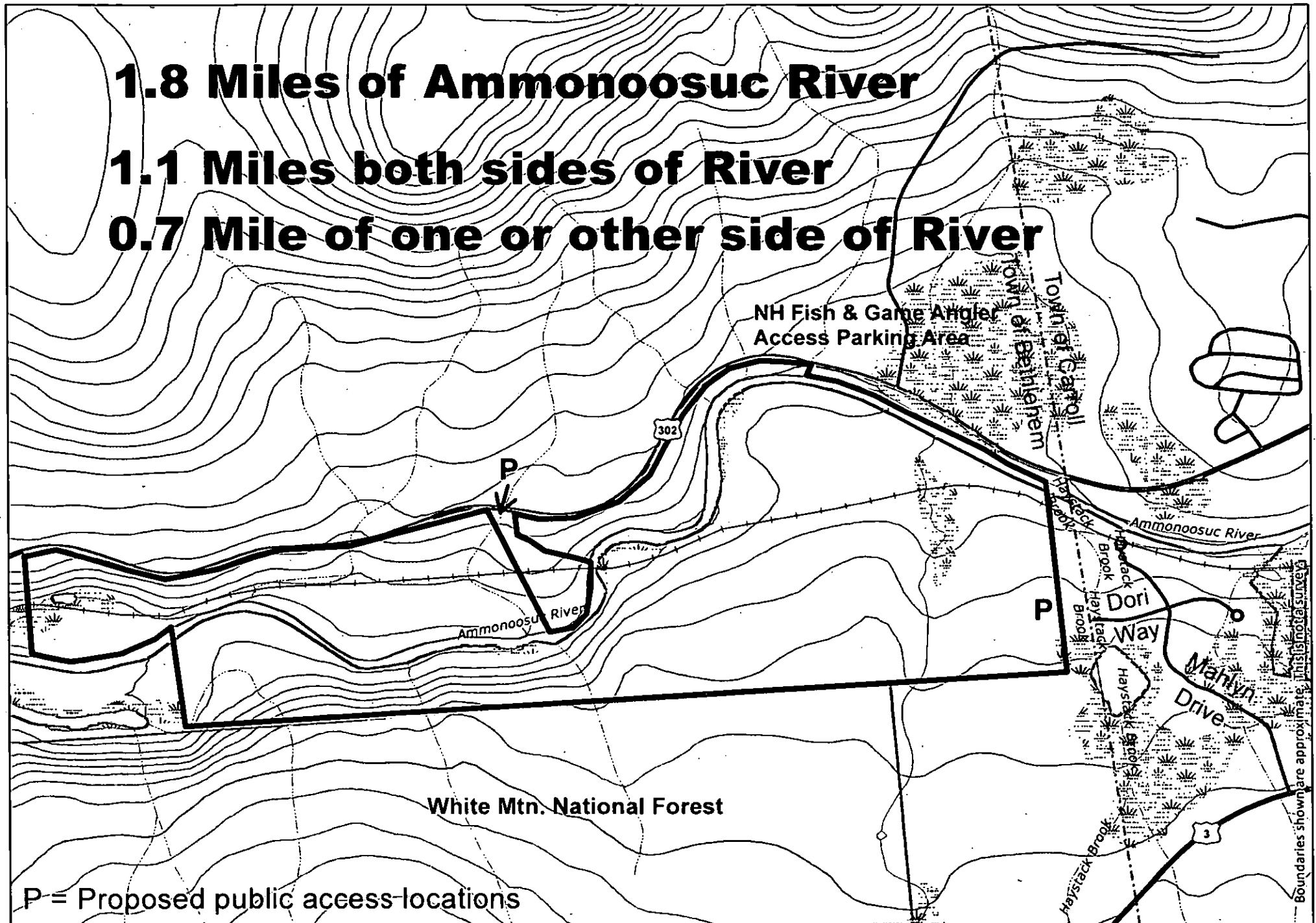
Society for the Protection of New Hampshire Forests

1,100 550 0 1,100 Feet

1.8 Miles of Ammonoosuc River

1.1 Miles both sides of River

0.7 Mile of one or other side of River



P = Proposed public access locations

Ammonoosuc River Protection Project, 257 Ac., Bethlehem, NH

T.Howe, Forest Society, 10/29/2019; Source Data: NH GRANIT

Society for the Protection of New Hampshire Forests

1,100 550 0 1,100 Feet

**THIS IS A TRANSFER TO AN INSTRUMENTALITY
OF THE STATE AND IS EXEMPT FROM THE NEW
HAMPSHIRE REAL PROPERTY TRANSFER TAX
PURSUANT TO RSA 78-B:2, I. THIS TRANSFER IS
ALSO EXEMPT FROM THE LCHIP SURCHARGE
PURSUANT TO RSA 478:17-g, II(a).**

GRANT OF CONSERVATION RESTRICTIONS and RIGHTS OF ENFORCEMENT

WHEREAS the **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301-5400, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantor," which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns), is the owner in fee simple of a certain area of land with any and all improvements thereon situated on the Ammonoosuc River and on town-maintained Dori Way and U.S. Route 302, so-called, in the Town of Bethlehem, County of Grafton, State of New Hampshire, consisting of approximately 272.86 acres identified in the Town of Bethlehem tax records as Tax Map 420, Lots 4.1, 4.2, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, and 8 (hereinafter collectively referred to as the "Property"), shown on a plan entitled "Survey of Land of Richard & Nancy Gould To Be Conveyed to Society for the Protection of New Hampshire Forests ("Forest Society") Bethlehem, New Hampshire, Grafton County," by Gardner P. Kellogg, LLS #662, dated June 2020, recorded at the Grafton County Registry of Deeds as Plan # _____ (hereinafter "Plan"), more particularly bounded and described in Appendix A attached hereto and made a part hereof; and

WHEREAS on September 11, 2019, the New Hampshire Fish and Game Commission approved an award of financial assistance from the Fisheries Habitat account, to the Grantor, for the latter's acquisition and protection of the Property, as provided for and subject to certain conditions described in NH RSA 214:1-g; and

WHEREAS, the financial assistance approval is conditioned upon Grantor's acquisition of the Property and recording of permanent Conservation Restrictions on the Property as defined in NH RSA 477:45-47, and

WHEREAS the **LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM**, a nonprofit corporation and public instrumentality of the State of New Hampshire (hereinafter "LCHIP" which, unless the context clearly indicates otherwise, includes LCHIP's successors and assigns), with an address of 3 N. Spring St., Suite 100, City of Concord, County of Merrimack, State of New Hampshire, 03301, on November 14, 2019, awarded financial assistance to Grantor through the Land and Community Heritage Investment Program for the acquisition and protection of the Property; and

WHEREAS, the LCHIP financial assistance award is conditioned upon Grantor's acquisition of the Property, recording of permanent Conservation Restrictions on the Property as defined in NH RSA 477:45-47, and acceptance of certain obligations pursuant to RSA 227-M and further described in the Grant Agreement attached hereto as Appendix B; and

WHEREAS, the Property was acquired by Grantor, in part with the financial assistance described above, by Warranty Deed With Access Easements and Rights-of-Way from Richard N. Gould and Nancy L. Gould, recorded at the Grafton County Registry of Deeds on _____, 2020, at Book _____, Page _____.

NOW THEREFORE, Grantor, **WITH WARRANTY COVENANTS** and for consideration paid, grants in perpetuity to the **STATE OF NEW HAMPSHIRE**, acting by and through the **FISH AND GAME DEPARTMENT** (hereinafter referred to as the "NHFG", which word includes the plural and shall, unless the context clearly indicates otherwise, include NHFG's successors and assigns), with a principal office at 11 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire 03301, the **CONSERVATION RESTRICTIONS** hereinafter set forth pursuant to RSA 477:45-47 (the "Restrictions") **TOGETHER WITH** a **RIGHT OF ENFORCEMENT** to NHFG, and a **RIGHT OF ENFORCEMENT** to LCHIP, both as further defined in Section V, "Rights of Enforcement" below.

The Property includes the following significant scenic, recreational, natural habitat, open space, forestry, agricultural, water, and conservation attributes which are protected by the terms of these Restrictions (hereinafter "Conservation Attributes") and which, along with other present conditions of the Property, are further described and set forth in a Baseline Documentation Report on file with the Grantor, NHFG, and LCHIP (hereinafter collectively the "Parties," and individually a "Party").

The Parties to these Restrictions acknowledge that environmental or other conditions that sustain the Conservation Attributes may change over time, and that the resulting change or disappearance of any given Conservation Attribute does not necessarily negate the significance or public benefit of the others. Similarly, the Parties acknowledge that the Property may have certain significant conservation features as of creation of these Restrictions whose presence is unknown as of that time but may be discovered later. Additionally, certain significant conservation features may arrive to and become established on the Property after creation of these Restrictions. In either case, such conservation features are not specifically identified in the following description of Conservation Attributes and are worthy of permanent conservation or protection consistent with the Purposes of these Restrictions as described in Section I, below. Accordingly, the Parties agree that, upon the appropriate documentation of such features as a supplement to the Baseline Documentation Report, such features shall be considered part of the Conservation Attributes to be conserved or protected prospectively by these Restrictions.

The Property's Conservation Attributes include the following:

- Scenic value to the public especially as seen by travelers on Route 302, on which the Property fronts for a distance of approximately 1.2 miles (in total, in two discrete sections), and also on the Ammonoosuc River, on which the Property fronts for a total river distance of approximately 1.8 miles (with 1.1 miles of this involving both sides of the River). There is also scenic value to the public as seen by visitors within the Property, to which the public has access under the terms of these Restrictions, with various locations affording views of nearby mountains and of the Ammonoosuc River;
- Existing improvements providing trails suitable for public recreational use, including approximately 1.4 miles of railbed formerly used by the Boston & Maine Railroad Company running through the northwesterly and easterly portions of the Property, and approximately 1.6 miles of woods roads within the southerly portion of the Property of which approximately 1.1 miles are used and maintained for snowmobiling and designated as the "Twin Mountain Connector";
- Recreational opportunities for the public, in part reflected by substantial existing use of this section of the Ammonoosuc River by whitewater paddling enthusiasts and anglers, with note that the NH Fish and Game Department stocks this River with trout and also owns and maintains an angler access parking area on the south side of Route 302, immediately opposite the upstream end of the Property;
- A diversity of habitat types, including the following land cover types based on the New Hampshire Wildlife Action Plan last revised as of 2020: floodplain forest, hemlock-hardwood-pine, lowland spruce-fir, northern hardwood conifer, temperate swamp, open water, and marsh and shrub wetland. Relatedly, the diverse habitats of the Conservation Area provide so-called "ecosystem services" important to the health and well-being of most forms of plant and animal life. For example, the aforesaid forestlands store and purify drinking water, remove and store carbon from the atmosphere, mitigate flood events, and enhance air quality by removing pollutants and adding oxygen to the atmosphere. In addition, the aforesaid wetlands store and purify drinking water, remove and store carbon from the atmosphere, and mitigate flood events. Finally, Haystack Brook, which runs through the Property and into the Ammonoosuc River within the Property, has been identified as important habitat for brook trout for spawning and rearing of young, and also as a thermal refuge to which multiple species of trout can escape from rising water temperatures in the main stem of the River during summer months;
- The Property's contribution to a contiguous network of conserved lands abutting the Property, notably including the White Mountain National Forest abutting to the south, creating a larger interconnected block of conserved habitats important to the movement of wildlife, including wide ranging and area-dependent species, and important for facilitating large-scale ecological processes, including the movement of plant and animal species in response to a warming climate;
- Productive soils, with approximately 201 acres of prime or locally significant agricultural soils, and 183 acres of soils in the highest suitability category (Group I) for forest products, all as determined by the U.S. Natural Resources Conservation Service;
- Water resources including a stratified-drift aquifer underlying approximately 225 acres of the Property, plus multiple tributaries entering the Ammonoosuc River within the Property and

contributing to said River relatively cold, clean water. The tributaries entering the River from the south, especially the largest one, Haystack Brook, originate from headwaters substantially if not fully conserved within the adjacent White Mountain National Forest. Protection of said aquifer and surface waters feeding into it help to protect drinking water supplies for downslope users, including municipal wells serving residents of Bethlehem and Littleton plus individual on-site wells serving single residences in the area; and

- Cultural and historical resources, including the former rail bed for the Boston and Maine Railroad Company and associated culvert and retaining wall constructed of hand-cut granite stones during the 1800's. Reflecting the importance of the Ammonoosuc River as a travel corridor for members of the Wabanaki Tribe, the earliest known human inhabitants of this region, and also the Property's approximately 2.9 miles of river frontage (either bank), the NH Division of Historical Resources believes that archeological sites may be located on the Property although none has been identified as of creation of these Restrictions.

I. PURPOSES

The Restrictions hereby conveyed are pursuant to NH RSA 477:45-47 and RSA 227-M exclusively for the following conservation Purposes (the "Purposes") for the public benefit:

- A. The protection of the natural habitat or ecosystem found on or otherwise supported by the Property;
- B. The conservation of open spaces, particularly the Property's productive forest land, the protection of the Property's productive soils, and the protection of the Property's capacity to produce economically valuable agricultural and forestry goods and services;
- C. The scenic enjoyment of the Property by the general public;
- D. The protection of the Property and the water body of the Ammonoosuc River, to which it provides access and on which it fronts, for outdoor recreation by and the education of the general public;
- E. The protection and enhancement of the quality of surface and ground water resources on and under the Property, including the restoration, protection, management, maintenance, and enhancement of the functional values of wetlands, vernal pools, streams, riparian areas, and other water-related features of the Property for the conservation of natural values including fish and wildlife and their habitat, ecological integrity of the water resources, water quality improvement, flood water retention, and groundwater recharge; and
- F. The protection of cultural, historical, and archeological features on the Property.

These Purposes are consistent with the intent of NH RSA 227-M:1 which states, inter alia: "the intent of the Program is to conserve and preserve this state's most important natural, cultural and historical resources through the acquisition of lands and cultural and historical resources, or interests therein, of local, regional and statewide significance, in partnership with the state's municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state's economy, environment and overall quality

of life,” and with New Hampshire RSA Chapter 79-A:1 “Declaration of Public Interest,” 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.”

II. USE LIMITATIONS

The Property shall be maintained in perpetuity as undeveloped open space in a manner that is not detrimental to or inconsistent with the Purposes of these Restrictions and that is in accordance with a stewardship plan approved by NHFG as described in this section herein. Accordingly, the Property shall be subject to all of the following Use Limitations, more than one of which may apply to any given use or activity and if so, with the more stringent controlling:

A. PUBLIC TRUST

Pursuant to RSA 227-M the Property shall be held in public trust. No deviation in the uses of the Property to uses or purposes not consistent with the intent of NH RSA 227-M shall be permitted, and the sale, transfer, conveyance, or release of this Property from public trust is prohibited, except as provided in NH RSA 227-M:13.

B. MANAGEMENT ACTIVITIES

Any acts, uses or management activities undertaken on the Property shall not materially impair the Conservation Attributes of the Property, nor harm state or federally recognized rare, threatened, or endangered plant or animal species or other species of conservation concern, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State as having responsibility for identification and/or conservation of such species, nor shall any acts, uses or management activities undertaken on the Property harm state or federally recognized historical, cultural, or archeological resources, such determination of harm to be made based upon information from the New Hampshire Division of Historical Resources or the agency then recognized by the State as having responsibility for identification and/or preservation of such resources.

1. **Best Management Practices.** All permitted forestry, wildlife, and agricultural management activities conducted on the Property shall be carried out in accordance with all applicable local, state, federal, and other laws and regulations, and in accordance with then-current, scientifically-based accepted best management practices for the sites, soils, and terrain of the Property. For references, see “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” (NH Division of Forests and Lands, and UNH Cooperative Extension, 2016), and “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (NH Division of Forests and Lands, and UNH Cooperative Extension, Bennett, Karen P., editor, 2010), and “Best Management Practices for Erosion Control During Trail Maintenance and Construction” (NH Division of Parks and Recreation, Bureau of Trails, 2017), or similar successor publications.

2. **Stewardship Goals.** All permitted forestry, wildlife, habitat and agricultural management activities conducted on the Property shall be performed in accordance with the following Stewardship Goals:

- maintenance or enhancement of the Property's fish and wildlife habitat features;
- maintenance of soil productivity and protection against soil erosion;
- protection of water quality, wetlands, and riparian zones;
- protection of significant natural communities, and significant plant and animal species or their habitats, identified as Conservation Attributes or as otherwise identified by the State of New Hampshire's Natural Heritage Bureau, the NHFG, or the agency then recognized by the State of New Hampshire as having responsibility for the identification or conservation of such communities, species, or habitats;
- protection of significant historic, archeological, and cultural features identified as Conservation Attributes or as otherwise identified by the State of New Hampshire's Division of Historical Resources, or other party or agency then recognized by the State as having responsibility for the identification or conservation of such resources; and
- protection of recreational and educational features or improvements, such as then-existing trails and signage.

3. **Stewardship Plan.** Forestry and wildlife habitat management activities shall be conducted in accordance with a Stewardship Plan prepared by a licensed professional forester, a certified wildlife biologist, or other qualified person (collectively referred to as the "Resource Professional"). Said Stewardship Plan shall be prepared at the sole expense of the Grantor. Any person other than a licensed professional forester or a certified wildlife biologist shall be considered a Resource Professional under these Restrictions only if approved in advance and in writing by NHFG. Said Stewardship Plan must be prepared, approved and implemented in accordance with these Restrictions.

The Plan shall have been prepared not more than fifteen (15) years prior to the date of any forestry or wildlife habitat management activity. Plans prepared more than fifteen (15) years prior to the anticipated forestry and/or wildlife habitat management activity date must be updated by the Grantor and reviewed for NHFG's approval in accordance with this Section II.B.3 herein.

Prior to the Grantor conducting forestry and/or wildlife habitat management activities on the Property, and if there is no existing Stewardship Plan that meets all the requirements of this Section herein, the Grantor shall prepare the Stewardship Plan in accordance with the provisions of this Section II.B.3.

The Grantor's Resource Professional shall prepare a Stewardship Plan, addressing and including at least the following elements:

- a. The Purposes in Section I above;
- b. The aforementioned Stewardship Goals;
- c. A statement of the Grantor's management objectives consistent with the Purposes of these Restrictions and aforementioned Stewardship Goals;
- d. A map showing the Property's boundaries, riparian buffers, access roads, and forest stand types;
- e. A description of the Property's existing conditions and natural features including land cover, topography, soils, geology, wetlands, streams and ponds, wildlife habitat features, recreational and educational uses, and boundary conditions;
- f. The Riparian Buffers as outlined and described in Section II.C below;
- g. Identification of significant natural communities, and significant plant and animal species or their habitats, identified as Conservation Attributes or as otherwise identified by the State of New Hampshire's Natural Heritage Bureau, the NHFG, or the agency then recognized by the State of New Hampshire as having responsibility for the identification or conservation of such communities, species, or habitats, and how management activities will enhance or at least avoid detrimental impacts to said communities, species, and their habitats;
- h. Proposed management prescriptions and activities for forestry, wildlife habitat management, conservation, recreation, and education;
- i. Proposed schedule of implementation of management prescriptions, including a schedule for boundary, road and trail maintenance;
- j. Significant historic, archeological, or cultural features as identified as Conservation Attributes or as otherwise identified by the State of New Hampshire's Division of Historical Resources, or other party or agency then recognized by the State as having responsibility for the identification or conservation of such resources; and
- k. Copy of, or recording reference to, the deed creating these Restrictions.

The Grantor shall submit the Stewardship Plan to NHFG at least sixty (60) days prior to the commencement of any forestry or wildlife habitat management activities. NHFG may review and provide input to the Grantor on any portion of said Stewardship Plan, but shall review for possible approval said Stewardship Plan only as it pertains to: the fisheries habitat impacts; consistency and compliance with Purposes A, D, and E stated in Section I; the Riparian Buffers stated in Section II.C; and Stewardship Goals stated in Section II.B.2 of these Restrictions.

Within forty-five (45) days after NHFG's receipt of said Stewardship Plan, and after review by appropriate staff of NHFG, NHFG shall approve or disapprove the same with respect to the limited scope of issues identified in the immediately preceding sentence, and shall so inform the Grantor of its decision in writing. Any disapproval shall specify in detail the reasons therefor. If NHFG fails to so approve or disapprove within said period, Grantor may proceed with forestry and/or wildlife habitat management activities under the condition that all such activities must still be in accordance with the aforementioned Stewardship Goals.

Grantor and NHFG acknowledge that the Stewardship Plan's purpose is to guide forestry and wildlife habitat management activities in compliance with these Restrictions and that the actual activities will determine compliance therewith.

In the event that the Grantor proposes a new forestry activity not included in a previously approved Stewardship Plan, the Grantor shall submit an amendment to the Stewardship Plan to NHFG for NHFG's approval in accordance with the procedures of this Section II.B.3 herein prior to conducting any such new management activity. Such amendments shall include any changes and additions to or deletions from the approved Stewardship Plan.

4. **Supervision.** Any cutting of trees, timber stand improvement, construction of roads, or other operations with respect to forestry management shall be conducted in accordance with the approved Stewardship Plan and shall be supervised by a Resource Professional.
5. **Fisheries Habitat Management.** The Grantor shall be permitted to implement fisheries habitat management, enhancement, and restoration activities within the Riparian Buffer areas identified in Section II.C but which are not described in an approved Stewardship Plan only under the following conditions:
 - a. The primary goal of said activities shall be to protect native stream or river dwelling species, such as but not limited to brook trout, to augment a healthy aquatic ecosystem; and
 - b. For such activities, the Grantor shall submit a written proposal and plan of activity to NHFG in advance for review and approval as outlined in Section II.B.3 above. Said proposal shall include the identification of any independent professionals and/or contractors, such as but not limited to Trout Unlimited, who are anticipated to be involved in the project, plus the qualifications of the individuals proposed to implement the proposed activities.

C. RIPARIAN BUFFERS

There shall be "Riparian Buffers" in two locations described below in which no vegetation shall be cut or removed nor any terrain altered except for the following specific purposes and under the following conditions:

1. The management, enhancement, or restoration of habitat for plant or animal species including but not limited to the removal of invasive plant species and the addition of instream wood or other stream restoration work in the Ammonoosuc

River or Haystack Brook, all in accordance with a NHFG-approved plan of activity for fisheries habitat management as provided for in Section II.B.5. above;

2. The protection of the public's safety or health including but not limited to the removal of hazard trees within reach of trails;
3. Salvage cuts of trees damaged or killed by fire, storm, or disease;
4. The construction and maintenance of structures or improvements permitted under the provisions of Section II.D. below and for habitat management, outdoor education, and outdoor recreation, including but not limited to trails, signs, kiosks, and boardwalks, and for forestry or agriculture, such as but not limited to woods/skid roads and any associated stream crossings, only with advance written approval by NHFG of a written plan for such construction and maintenance activities that the Grantor submits to NHFG demonstrating that no significant impairment of the Conservation Attributes and especially of water-related features of the Property will result; any stream crossings must be constructed and maintained to ensure full passage by aquatic animals; and
5. Maintenance of limited views of the Ammonoosuc River from vantage points used by the public on the Property, such as but not limited to trails, overlooks, a possible pavilion or other locations where users of the Property gather.
6. Prior to the Grantor's submission to NHFG of any proposed plan of activity in accordance with conditions #1, 3, or 4 just above, the Grantor shall visually mark or otherwise delineate the boundary of the Riparian Buffer in the vicinity of the proposed activity.

There shall be two "Riparian Buffers" located as follows:

- * Any area within 200 feet of either side of the Ammonoosuc River as measured from the normal high-water mark along the edge of said River; and
- * Any area within 50 feet of either side of Haystack Brook, as measured from the normal high water mark along the edge of said Brook.

D. STRUCTURES & IMPROVEMENTS

There shall be no structure or improvement constructed, placed, or introduced onto the Property except in the accomplishment of Property uses or activities that are consistent with the purposes of NH RSA 227-M.

E. INDUSTRIAL OR COMMERCIAL USE

The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities or uses except for rent or lease of the Property for uses permitted by these Restrictions, and except in the accomplishment of agriculture, forestry, or outdoor recreation or education on the Property, provided that such activities or uses shall not cause soil erosion or pollution of surface or subsurface waters, and further provided that the capacity of the Property to produce economically valuable goods and services including forestry and/or agricultural crops shall not be degraded by on-site activities.

Notwithstanding the above, Grantor may collect reasonable fees for or from small-scale commercial activities conducted on the Property that are consistent with the intent of NH RSA 227-M and do not harm the Conservation Attributes or future viability of the Conservation Attributes of the Property.

F. DUMPING, MINING, OR DISTURBANCE

There shall be no:

1. Dumping, storage, injection, application, burning or burial of man-made materials, building demolition or construction debris, trash, tires, plowed snow from locations other than the Property, vehicle bodies or parts or similar materials, wastes generated off the Property, or materials known to be environmentally hazardous is permitted on the Property, except in conjunction with the agricultural, forestry, conservation, habitat management, or outdoor recreational and educational uses of the Property permitted by this Grant and provided that such dumping, storage, etc. are not detrimental to the Conservation Attributes;
2. Mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Property except in the accomplishment of uses or activities consistent with the intent of NH RSA 227-M, and in no case shall any rocks, minerals, gravel, sand, topsoil, or other similar materials be marketed for sale or removed from the Property; and
3. Disturbance of the surface or alteration of the topography of any portion of the Property except in the accomplishment of uses or activities consistent with the intent of NH RSA 227-M.

G. FUTURE ENCUMBRANCE OR CONVEYANCE

1. Grantor shall not give, grant, sell, convey, transfer, or pledge any partial real estate interest in the Property, including but not limited to a right-of-way, mortgage, and additional conservation restriction, or in any other way encumber the Property, without the prior written approval of NHFG and LCHIP, and without the express restatement of these Restrictions, which shall run with the land and bind Grantor's successors and assigns in perpetuity. Further, any such partial interest shall not diminish the Conservation Attributes of the Property, and shall not be inconsistent with the intent of NH RSA 227-M.

Notwithstanding the foregoing, the following shall be exempt from this Section II.G.:

- a. any conveyance of a fractional undivided interest in fee;
- b. any conveyance of rent or lease rights for uses or activities permitted by the terms of these Restrictions, with recognition that other provisions of this Grant may limit such conveyances; and
- c. any application by the Grantor for enrollment in, release from, or other

change with respect to N.H. Current Use Assessment under RSA 79-A or N.H. Conservation Restriction Assessment under RSA 79-B, both as may be amended from time to time.

2. Any additional conservation restriction or related use limitation consistent with RSA 477:45-47 shall be conveyed to and accepted and recorded by either the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with section 170(c)(1) of the U.S. Internal Revenue Code of 1986 as amended, or to any charitable conservation organization, but only if said governmental or charitable recipient is a "qualified organization" within the meaning of Section 170(h)(3) of said Code and thus:

- a. has among its purposes the conservation and preservation of land and water areas;
- b. agrees to and is capable of protecting the Purposes of these Restrictions; and
- c. has the resources to enforce the Restrictions of this or any future Grant.

For any such restriction or limitation taking the form of an amendment to these Restrictions, see Section IX, "Amendment," below.

3. Grantor shall provide to NHFG and LCHIP the names, addresses, and phone number of any successors in title to the Property or any interest in the Property within not more than ten (10) days following any sale, transfer or conveyance of same.

H. SUBDIVISION & SEPARATE CONVEYANCE

Grantor shall not subdivide, or undertake any action that would have the effect of subdividing, any part of the Property, and none of the lots, tracts, sites, or other divisions of land which together may comprise the Property shall be conveyed separately from one another, so that the Property shall be conveyed only in its entirety unless prior written approval is obtained from NHFG and LCHIP, except that a short-term lease of not more than ten (10) years for uses consistent with the intent of NH RSA 227-M shall not be considered a breach of this restriction.

I. USE OF PROPERTY TO SATISFY LAND USE REGULATIONS

The Property shall in no way be used to satisfy the requirements of any applicable zoning ordinance or subdivision regulation, including but not limited to density, frontage, setback, or open space requirements, with respect to the development of any other property.

J. PUBLIC ACCESS

Pursuant to RSA 227-M:15, there is hereby conveyed the right of pedestrian access to, on, and across the Property by members of the public for hunting, fishing, and transitory

passive recreational purposes (not including camping), except that Grantor may post against or limit such access, with approval of LCHIP, if such public access activities become inconsistent with the Purposes and/or when public safety would be at risk. In addition, pursuant to state law including RSA 214:1-g regarding expenditures from the Fisheries Habitat Account and RSA 210:11 regarding trapping, pedestrians shall have access to and use of the Property for trapping.

Notwithstanding the above, Grantor shall also have the rights to post the Property against:

1. Vehicles, motorized or otherwise;
2. Access to active livestock fields;
3. Access to agricultural cropland during planting, growing, mowing, thinning, and harvesting;
4. Access to forest land during harvesting, establishment of plantations, or other active management activities;
5. Access to the interior of any buildings on the Property;
6. Temporarily, access during an emergency situation where public safety could be at risk; and
7. Access to locations subject to problematic or abusive uses or behaviors by said public that are detrimental to the Purposes of these Restrictions or significantly impairing of the Conservation Attributes, but only after the Grantor obtains LCHIP's prior written approval of such posting for the purpose of managing such issues for a defined period of time as the Grantor and LCHIP may agree. Said problematic or abusive uses may include but shall not be limited to: making of fires, destruction of the Grantor's real or personal property, creation of potential hazards for visitors to the Property, or development of unauthorized trails or structures. Notwithstanding the above, nothing herein shall prohibit Grantor from prohibiting access by specific individuals or entities under lawful court orders or injunctive relief.

The intent of the Parties is to permit the Grantor to undertake all other uses of the Property that are not detrimental to the Purposes of these Restrictions, as determined by LCHIP and NHFG, and that are not expressly prohibited herein. Grantor shall be under no duty to supervise said public access, use, or purpose except as expressly provided for above.

III. RESERVED RIGHTS OF GRANTOR

A. SIGNS

Grantor reserves the right to post signs on the Property to describe permitted uses of the Property, to identify trails, property boundaries, and other points of interest, to identify the Grantor and other parties holding an interest in the Property, and to notify the public of any permitted limitations placed on public access and use of the Property which are not inconsistent with the terms and conditions hereof. This shall not be considered as the right to post the entire Property against pedestrian public access.

IV. ACCESS FOR STEWARDSHIP

NHFG and LCHIP, and their agents, shall have reasonable access to the Property and all of its parts for such inspection as either party finds necessary to determine compliance with and enforce the terms contained herein, to exercise the rights conveyed hereby, to carry out the duties assumed by acquisition of these Restrictions, and to maintain the Property's boundaries. In the event of an emergency, NHFG or LCHIP may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice of same to Grantor or Grantor's representative at the earliest practicable time.

V. RIGHTS OF ENFORCEMENT

- A. Should Grantor cease to adhere to the Restrictions in this Grant or to perform its obligations under this Grant within thirty (30) days after receipt of written notice of a material breach, or within such other timeframe as may be part of a curative action plan that Grantor has submitted to NHFG within such 30-day period and that NHFG has agreed to, delivered in hand or by certified mail, return receipt requested, from NHFG, or if Grantor fails to continue diligently to cure any breach until finally cured, then NHFG shall have the right to enforce the Restrictions of this Grant by administrative proceedings as may be provided by law, or by an action at law or in equity in a court of competent jurisdiction.
- B. Should NHFG cease to enforce the Conservation Restrictions conveyed hereby or fail to enforce them within thirty (30) days after receipt of written notice from LCHIP requesting such, then LCHIP shall have all the rights heretofore granted to NHFG to enforce these Restrictions and shall be entitled to recover the costs of such enforcement from the Grantor in accordance with Section VI below.

VI. ENFORCEMENT COSTS & ACTIONS BEYOND GRANTOR'S CONTROL

In the event NHFG, or LCHIP as the case may be, exercises its right of enforcement as provided for in the immediately preceding Section V above, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Grant or to Grantor's acts or failure to act, including, but not limited to, attorney and consultant fees, staff costs, and other reasonable expenses. However, if NHFG or LCHIP initiates action against the Grantor to enforce the terms of this Grant or to exercise its rights under this Grant, and if the court determines that a material breach has not been established or that the Grantor otherwise prevails, each party shall bear its own costs. Notwithstanding the foregoing, if the court determines that NHFG or LCHIP acted without reasonable cause or in bad faith, then the court may require NHFG or LCHIP to reimburse the Grantor's reasonable costs incurred in defending the action including, but not limited to, attorney and consultant fees, staff costs, and other reasonable expenses.

Nothing herein shall be construed to entitle NHFG or LCHIP to institute any enforcement proceedings against the Grantor, or to recover costs or attorney's fees from Grantor, for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake, disease, infestation, the unauthorized wrongful acts of third

parties, or any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant damage to the Property or to any party resulting from such causes.

VII. MAINTENANCE, LIENS, AND PAYMENT OF TAXES

Neither NHFG nor LCHIP shall be under any obligation to maintain the Property or to pay any taxes, liens, or assessments thereon.

VIII. ASSIGNMENT OF INTERESTS

The interests held by LCHIP and NHFG are assignable or transferable to any party qualified by the State of New Hampshire to become LCHIP's or NHFG's assignee or transferee *and* which also meets the qualifications of Section II.G.2. above. If LCHIP or NHFG transfers its interest in these Restrictions, it shall provide written notice of same to the other two parties to this Agreement no later than ten (10) days after the date of said transfer. Any such assignee or transferee shall have like power and responsibility upon such assignment or transfer.

IX. AMENDMENT

If circumstances arise under which an amendment to or modification of this Grant would be appropriate, the Parties may, by mutual written agreement, jointly amend this Grant. Any such amendment shall serve to further the protection of the Conservation Attributes of the Property and the purposes of the financial assistance awards referred to herein or accomplish the correction of a clerical error, and shall not permit any inurement or impermissible private benefit to any person or entity. Any such amendment shall be subject to review by the Charitable Trusts Unit of the New Hampshire Department of Justice, shall be executed by the Grantor, NHFG and LCHIP, and shall be recorded in the Grafton County Registry of Deeds. Nothing in this paragraph shall require Grantor, NHFG or LCHIP to agree to any amendment or to consult or negotiate regarding any proposed amendment.

X. FUTURE MERGER

The Parties explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the Conservation Restrictions granted herein are to last in perpetuity and that, to that end, no acquisition of the fee interest in the Property by NHFG or LCHIP shall be deemed to eliminate the covenants, restrictions or terms of this Grant, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine. Should NHFG or LCHIP acquire the fee interest in the Property, the Property secured thereby shall continue to be subject to all of the restrictions and other terms and conditions set forth in this Grant. The restrictions above shall be enforceable in perpetuity by actions at law or by proceedings in equity.

XI. SEVERABILITY

This Grant shall be interpreted under and governed by the laws of the State of New Hampshire,

and shall be liberally construed to effect the Purposes of NH RSA 227-M and RSA 477:45-47. If any provision of this Grant, 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 this Grant 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. To this end the provisions of this Grant are declared to be severable.

XII. NO WAIVER OF RIGHT TO TAKE ACTION

Neither NHFG nor LCHIP waive or forfeit the rights granted herein to take action as may be necessary to ensure compliance with this Grant by any prior failure to act, and Grantor hereby waives any defense of laches with respect to any delay or omission by either NHFG or LCHIP in acting to enforce any restriction or exercise any rights under this Grant. Any such delay or omission shall not impair either NHFG or LCHIP's rights or remedies or be construed as a waiver.

XIII. INTERPRETATION

Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Grant, and this instrument shall be interpreted broadly to effect its purposes and the restrictions and obligations herein contained. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any law, ordinance or regulation. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor shall promptly notify NHFG and LCHIP of such conflict and shall cooperate with NHFG, LCHIP, and the applicable governmental entity to accommodate the purposes of both this Grant and such ordinance or regulation.

To the extent that any action taken by NHFG or LCHIP pursuant to this Grant gives rise to a claim of breach of contract, the Parties agree that the sole remedy on the part of the Grantor shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by the Grantor as a result of such breach and that Grantor shall not have any right to indirect, consequential or monetary damages in excess of such actual direct out-of-pocket expenses.

The headings and captions in this Grant have been inserted solely for convenience of reference and shall not define or limit the provisions of these Restrictions nor affect their construction or interpretation.

XIV. REQUESTS FOR APPROVAL

Where approval from NHFG, LCHIP, or both is required, Grantor shall submit a detailed written request to the indicated party, delivered in hand, by certified mail, or by other method as agreed to by the Parties, containing information sufficiently detailed (including, but not limited to, documents, maps, plans, specifications, and designs where appropriate) to reasonably evaluate the proposed activity, no less than forty-five (45) days prior to the start of the proposed activity. NHFG and LCHIP shall not unreasonably withhold, delay, or condition such approval, and each shall, upon receipt of such a request, provide an approval, denial or request for additional

information as may be required to evaluate the request, no later than thirty (30) days following receipt. NHFG and LCHIP each reserve the right to consult with governmental agencies, nonprofit conservation or preservation organizations, and/or other consultants or advisors as either may choose concerning any approval request. Grantor shall not undertake any activity requiring such approval until a letter detailing such approval has been received from either or both parties as indicated herein.

XV. CONDEMNATION / EXTINGUISHMENT

A. EXTINGUISHMENT

If circumstances arise in the future so as to render the Purposes of the Restrictions herein impossible or impracticable to accomplish, the Restrictions can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, after review by the Charitable Trusts Unit of the New Hampshire Department of Justice. The amount of the proceeds from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial extinguishment (herein "Proceeds"), and to which the Grantor, NHFG and LCHIP may be entitled, shall be allocated among the Parties in accordance with Section XV.C. "Allocation of Proceeds," below. Each party shall be responsible for covering the expenses of its own actions.

It is the specific and considered intent of the Parties that uses prohibited by the terms of these Restrictions may become more economically viable than the uses specifically reserved by the Grantor pursuant to these Restrictions. Any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of the Restrictions contained herein pursuant to this section.

B. CONDEMNATION

If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain by public, corporate or other authority so as to extinguish these Restrictions, in whole or in part, or if all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of the exercise, and under the threat, of eminent domain (both subsequently referred to as a "taking"), the Parties shall act jointly to recover the full value of the premises subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. The Proceeds shall be allocated among the Parties in accordance with Section XV.C. "Allocation of Proceeds," below. Each party shall be responsible for covering the expenses of its own actions.

C. ALLOCATION OF PROCEEDS

The Parties hereby agree that the Proceeds shall be allocated between Grantor, NHFG, and LCHIP as follows: to NHFG 11% (eleven percent) of the Proceeds, to LCHIP 26% (twenty-six percent) of the Proceeds, and to the Grantor 64% (sixty-four percent) of the Proceeds. Said allocations/percentages are based on the relative contribution of each towards the total cost of acquisition and protection of the Property (the "Total Project Cost"), and shall remain constant over time. Until such time as either LCHIP or NHFG receives its share of the Proceeds, that Party shall have a lien against the Property for the amount due. Any increase in value attributable to improvements made by the Grantor to the Property after the date of

these Restrictions shall accrue to the Grantor.

The Grantor 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.

XVI. BENEFITS AND BURDEN

The burden of the Restrictions conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of this Grant shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only as provided in Section VIII "Assignment of Interests" above.

XVII. GENERAL DISCLAIMER

NHFG, LCHIP, and the employees, agents, and assigns of each hereby disclaim and will not be held responsible for Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Grant, or violations of any Federal, State, or local laws, including all Environmental Laws (as defined in Section XVIII below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which either may be subject to or incur relating to the Property.

Nothing in this Grant shall be interpreted as a waiver of the State's sovereign immunity.

XVIII. ENVIRONMENTAL WARRANTY

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws (as defined below). Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials (as said term is defined below), as such substances and wastes are defined by applicable Federal and State law. Moreover, Grantor hereby promises to hold harmless and indemnify NHFG and LCHIP against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation will not be affected by any authorizations or approvals provided by NHFG and LCHIP to Grantor with respect to the Property.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or

requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

GRANTOR: SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

By: _____

Printed Name: _____

Title: _____

Duly authorized per vote of Board of Trustees on June 5, 2019

Date: _____

STATE OF NEW HAMPSHIRE

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____ (name and title of individual) on behalf of the Society for the Protection of New Hampshire Forests. The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- ☐ My personal knowledge of the identity of said person OR
- ☐ The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me OR
- ☐ The following identification documents: _____ (driver's license, passport, other).

Notary Public/Justice of the Peace

(Printed name)

My Commission Expires: _____

ACCEPTED: NH FISH AND GAME DEPARTMENT

By: _____
Scott R. Mason, Executive Director

**STATE OF NEW HAMPSHIRE
COUNTRY OF MERRIMACK**

Personally appeared Scott R. Mason, Executive Director of the New Hampshire Fish and Game Department, this _____ day of _____, 2020, and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.

Before me,

Notary Public/Justice of the Peace [seal]

(Printed name)

My Commission Expires:

Approved by the Governor and Executive Council: _____, Item #: _____

ACCEPTED: LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By

Dorothy T. Taylor, Executive Director
Land and Community Heritage Investment Program

Date

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this _____ day of _____, 2020, before me personally appeared Dorothy T. Taylor known to me (or satisfactorily proven) to be the person whose name appears above, and she acknowledged that she executed this document in the capacity indicated above.

Justice of the Peace/Notary Public

(Printed name)

My commission expires:

Appendix A—Legal Description of Property

The premises subject to these Conservation Restrictions and Right of Enforcement is that certain area of land with any and all improvements thereon situated on the Ammonoosuc River and on town-maintained Dori Way and U.S. Route 302, so-called, in the Town of Bethlehem, County of Grafton, State of New Hampshire, consisting of approximately 272.86 acres identified in the Town of Bethlehem tax records as Tax Map 420, Lots 4.1, 4.2, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, and 8 (collectively, the "Property"), shown on a plan entitled "Survey of Land of Richard & Nancy Gould To Be Conveyed to Society for the Protection of New Hampshire Forests ("Forest Society") Bethlehem, New Hampshire, Grafton County," by Gardner P. Kellogg, LLS #662, dated June 2020, recorded at the Grafton County Registry of Deeds as Plan # _____ ("Plan"), more particularly bounded and described further herein below, with all bearings based on a true north orientation;

Legal Description of the Property, 272.86 Ac.

Beginning at a NH Highway Department ("NHHD") concrete monument on the southerly sideline of US Route 302, at land now or formerly of Margrit Mikulis, at the northwesterly corner of the premises herein described;

Thence running the following courses and distances along said southerly sideline of Route 302:

Along a curve turning to the right with an arc length of 484.61' and a radius of 779.19' to a point;

S 71° 19' 57" E 405.72' to a NHHD concrete monument;

Along a curve turning to the left with an arc length of 158.43' and a radius of 811.99' to a rebar found;

Along a curve turning to the left with an arc length of 391.08' and a radius of 811.99' to a NHHD concrete monument;

N 69° 56' 54" E 275.49' to a NHHD concrete monument;

Along a curve turning to the right with an arc length of 282.10' and a radius of 943.24' to a NHHD concrete monument;

N 87° 01' 45" E 306.74' to a NHHD concrete monument;

Along a curve turning to the left with an arc length of 731.64' and a radius of 2,337.56' to a point;

N 69° 06' 42" E 259.25' to a point; and

Along a curve turning to the right with an arc length of 274.34' and a radius of 910.43' to a rebar set at the Fish Camp Lot being retained by the Grantor;

Thence turning and running the following courses and distances along said Fish Camp Lot:

S 28° 07' 29" E 1,002.43' to a rebar set at the top of the bank of the Ammonoosuc River;

S 28° 07' 29" E 53.27' to a point at the thread of the Ammonoosuc River;

N 83° 01' 41" E 191.51' along the thread of said River to a point;

N 60° 58' 59" E 149.59' along the thread of said River to a point;

N 35° 03' 53" E 108.09' along the thread of said River to a point;

N 02° 33' 26" W 315.34' along the thread of said River to a point;

N 27° 57' 01" W 53.56' to a rebar set on the westerly bank of said River;

S 72° 36' 08" W 89.12' to a rebar set at the northeast corner of an "Access Easements Area";

N 75° 05' 17" W 293.85' along said Access Easements Area to a rebar set;

N 59° 27' 12" W 302.21', crossing said Access Easements Area and "Existing Gravel Access" roadway to a rebar set; and

N 04° 14' 14" W 173.43' to a NHHD concrete monument found on the southerly sideline of said Route 302;

Thence turning and running along the southerly sideline of said Route 302 the following courses and distances:

S 81° 04' 50" E 283.15' crossing the aforesaid Access Easements Area and Existing Gravel Access roadway to a NHHD concrete monument;

Along a curve turning to the left with an arc length of 1,030.18' and a radius of 844.80' to a NHHD concrete monument;

N 29° 03' 54" E 446.86' to a NHHD concrete monument; and

Along a curve turning to the right with an arc length of 984.41' and a radius of 762.80' to a NHHD concrete monument at land now or formerly of the State of New Hampshire;

Thence turning and running the following courses and distances along said State land:

S 13° 00' 52" 72.71' to a point on the northerly bank of the Ammonoosuc River;

Along the northerly bank of said River to a point, with a tie bearing of S 81° 09' 54" E and distance of 526.31' from the immediately preceding point;

Along the northerly bank of said River to a point, with a tie bearing of S 60° 41' 11" E and distance of 901.40' from the immediately preceding point; and

Along the northerly bank of said River to a point on the Bethlehem/Carroll Town Line as shown on the Plan, said point having a tie bearing of S 63° 56' 29" E and distance of 524.32' from the immediately preceding point;

Thence turning and running S 28° 48' 53" E a distance of 118.17' along said Town Line and crossing the Ammonoosuc River to a point on the southerly bank of said River at land now or formerly of Anthony Ianniccheri;

Thence turning and running S 09° 36' 24" E a distance of 72.89' along said Town Line and Ianniccheri land to a rebar found;

Thence running S 09° 35' 48" E a distance of 453.13' along said Town Line and Ianniccheri land to a point at land now or formerly of Mark & Lynne Wheeler;

Thence continuing S 09° 35' 48" E a distance of 250.56' along said Town Line and Wheeler land to a point at other land of said Wheelers;

Thence continuing S 09° 35' 48" E a distance of 306.16' along said Town Line and other Wheeler land to a monument set on the westerly edge of Dori Way in close proximity to a cul-de-sac;

Thence continuing S 09° 35' 48" E a distance of 50.89' along said Town Line and westerly edge of Dori Way to another monument set at land now or formerly of Robert & Janet Fowler;

Thence continuing S 09° 35' 48" E a distance of 302.90' along said Town Line and Fowler land to a 6" x 6" wood post found up 28" at land now or formerly of Elba Woods Palmer at the southeast corner of the premises herein described;

Thence turning and running S 83° 43' 10" W a distance of 1,338.76' along said Palmer land to a U.S. Forest Service monument at land now or formerly of the United States of America;

Thence running S 85° 53' 21" W a distance of 5,471.50' along said United States land to a rebar found at the aforesaid Mikulis land;

Thence turning and running the following courses and distances along said Mikulis land:

N 05° 08' 39" W 586.90' to an iron pipe found on the southerly bank of the Ammonoosuc River;

Along the southerly bank of said River to a point, with a tie bearing of S 63° 03' 16" W and distance of 249.38' from the immediately preceding iron pipe;

Along the southerly bank of said River to a point, with a tie bearing of S 77° 44' 17" W and distance of 329.64' from the immediately preceding point;

Along the southerly bank of said River to a point, with a tie bearing of N 89° 11' 49" W and distance of 376.69' from the immediately preceding point;

Along the southerly bank of said River to a rebar found, with a tie bearing of N 59° 57' 16" W and distance of 119.73' from the immediately preceding point; and

N 03° 04' 47" W 870.70' crossing said River to the Point of Beginning,

Having an area of 272.86 acres.

SUBJECT TO a utility easement 15 feet in width paralleling and adjacent to the southerly sideline of Route 302 granted by the Washburn Lumber Company to the New England Telephone and Telegraph Company dated November 22, 1982, recorded at the Grafton County Registry of Deeds at Book 1461, Page 641.

SUBJECT TO slope, embankment, and drainage easements adjacent to the southerly sideline of Route 302 granted to the State of New Hampshire by Warranty Deed of Welog, Inc., dated June 22, 2000, recorded at the Grafton County Registry of Deeds at Book 2474, Page 765. For additional reference, see plans of the New Hampshire Department of Transportation entitled "NHDOT Project 12760 and Plan of US 302 and NH 10 in Bethlehem and Carroll" showing said Welog easements and similar easements located on other portions of the premises conveyed herein.

SUBJECT TO water rights, flowage and dam privileges described in Corrective Deed from Washburn Lumber Company to Welog, Inc. dated February 19, 1994, recorded at the Grafton County Registry of Deeds at Book 2082, Page 813, as well as any other rights set forth in said deed to the extent said rights affect the premises conveyed herein, if at all.

SUBJECT TO riparian rights in and to the waters of the Ammonoosuc River and its tributaries.

SUBJECT TO Current Use Taxation in favor of the Town of Bethlehem. See Tax Notices with entries in the names of: Washburn Lumber Co. recorded May 27, 1981, at the Grafton County Registry of Deeds at Book 1376, Page 998; Beechcrest Club Inc. recorded August 10, 1995, at said Registry at Book 2139, Page 492; and Richard Gould recorded December 30, 2010, at said Registry at Book 3763, Page 372.

SUBJECT TO certain reservations, conditions, covenants, and agreements set forth in Release Deed of Boston and Maine Corporation to Richard Gould and Nancy Gould dated January 27, 2005, recorded at the Grafton County Registry of Deeds at Book 3115, Page 980.

TOGETHER WITH certain **ACCESS EASEMENTS** and **RIGHTS-OF-WAY** appurtenant to the Property, encumbering a certain parcel of land shown on the Plan as the "Fish Camp' Lot," as described in greater detail in and conveyed by Warranty Deed With Access Easements and Rights-of-Way from Richard N. & Nancy L. Gould to the Grantor herein dated _____, 2020, recorded at the Grafton County Registry of Deeds at Book _____, Page _____;

SUBJECT TO a certain **ACCESS EASEMENT** and **RIGHT-OF-WAY** appurtenant to the aforementioned Fish Camp Lot and encumbering the Property, as described in greater detail and reserved in Warranty Deed With Access Easements and Rights-of-Way from Richard N. & Nancy L. Gould to the Grantor herein dated _____, 2020, recorded at the Grafton County Registry of Deeds at Book _____, Page _____;

SUBJECT TO a certain twenty-foot (20') wide, non-exclusive Trail Easement and Right of Way conveyed by the Society for the Protection of New Hampshire Forests to the State of New Hampshire acting through the Department of Natural and Cultural Resources by instrument dated _____, 2020, and recorded herewith at the Grafton County Registry of Deeds at Book _____, Page _____.

MEANING AND INTENDING to describe and convey certain conservation restrictions and rights of enforcement on all and the same premises conveyed in Warranty Deed With Access Easements and Rights-of-Way from Richard N. & Nancy L. Gould to the Society for the Protection of New Hampshire Forests dated _____, 2020, recorded at the Grafton County Registry of Deeds at Book _____, Page _____.

Not homestead property.

Appendix B—LCHIP Grant Agreement

The Society for the Protection of New Hampshire Forests (“Recipient”), as recipient of a \$300,000 financial assistance grant from the Land and Community Heritage Investment Program (“LCHIP”) in support of Recipient’s acquisition and protection of the above described 272.86-acre parcel of land in the Town of Bethlehem, State of New Hampshire (the “Property”), agrees to the following conditions:

1. Recipient will acquire the Property by Warranty Deed and record permanent Conservation Restrictions on the Property as defined in NH RSA 477:45-47 with Rights of Enforcement granted to the New Hampshire Fish and Game Department (“NHFG”), and LCHIP;
2. Recipient will return to LCHIP any grant funds herein provided in the event of a material breach of the terms of this Agreement, material misrepresentations during the LCHIP grant application process, a material breach of the Recipient’s obligations under the Grant, or an uncured cloud on or failure of title for any portion of the Property in proportion to the value of the portion of the Property with defective title;
3. Recipient will carry out land management activities on the Property in accordance with the *LCHIP Criteria, Guidelines and Procedures Rev. Date 1.14.19* (“Guidelines”) and with the Standards and Practices for Fee Land Stewardship as published by the Land Trust Alliance; which activities will include:
 - a. marking and maintaining the exterior boundary lines of the Property in a manner sufficient to ensure they remain easily distinguishable over a reasonable period of time;
 - b. insuring at least one inspection of the Property is conducted per calendar year. Said inspection to be conducted so as to reasonably determine that no activities or uses inconsistent with the Grant, this Agreement, or NH RSA 227-M, are occurring on the Property; and
 - c. ensuring an annual report is submitted to LCHIP on or before the annual reporting deadline established by LCHIP, which report will contain:
 - i. the inspection date and the name, title, address and signature of the person(s) conducting the inspection;
 - ii. a description of the conditions on the Property and any activities taking place thereon;
 - iii. a description of any physical changes to the Property, whether natural or human-made;
 - iv. a map of the route taken in conducting any on-the-ground inspection;
 - v. photographs of any material observations; and
 - vi. other reasonable information, documentation or other material as may be requested from time to time by LCHIP;
4. Recipient will take all reasonable steps to proactively investigate and address any challenge, known or suspected, to the purposes and intent of the Grant or this Agreement, to cure any violation of those terms or that may be discovered and to promptly inform LCHIP in writing

of any actions taken to resolve any known or potential violation of the terms of the Grant or this Agreement;

5. Recipient will deliver to LCHIP copies of any notice of violation or lien relating to the Property received from any government authority within ten (10) business days of receipt. Upon request by LCHIP, Recipient will promptly furnish LCHIP with evidence of compliance with such notice or lien where compliance is required by law.
6. Any materials Recipient produces or approves promoting or publicizing the Property, including on-site kiosks, informational signs, guides or brochures, will include the intent of the following statement: "This Property (name may be used) protected with assistance from the Land and Community Heritage Investment Program";
7. Recipient will place a sign, if provided by LCHIP, at a prominent location on the Property and to accept financial responsibility for the repair or replacement in-kind of said sign, if requested to do so by LCHIP; and
8. Recipient will allow LCHIP to make photographs, drawings, or other representations documenting the Property and distribute them to magazines, newsletters, or other publicly available publications, or use them to fulfill its charitable and educational purposes, with proper acknowledgment and designation of Recipient.

LCHIP RIGHT OF ACCESS AND ENFORCEMENT

LCHIP will have reasonable access to the Property and all of its parts for such inspection as necessary to determine compliance with and enforce the terms of this Agreement and to exercise the rights conveyed hereby and to carry out the duties assumed by LCHIP under this Agreement.

AMENDMENT

If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Recipient and LCHIP may by mutual written agreement jointly amend this Agreement. Any such amendment will not negatively impact the protection of the Conservation Attributes of the Property or the purposes of the Grant Award, will not permit any inurement or impermissible private benefit to any person or entity, and will not adversely impact the overall conservation and natural resource values protected by the Grant and this Agreement. Nothing in this paragraph will require Recipient or LCHIP to agree to any amendment or to consult or negotiate regarding any proposed amendment.

ASSIGNMENT

LCHIP may convey, assign, or transfer its rights and obligations under this Agreement to any party qualified by the State of New Hampshire to become LCHIP's assignee or transferee, who will have like power upon such assignment or transfer. Recipient may convey, assign or transfer its rights and obligations under this Agreement to any qualified applicant or to an agency of the State of New Hampshire pursuant to NH RSA 227-M:8 II, subject to LCHIP's prior approval.

LCHIP'S REMEDIES

LCHIP may, following reasonable written notice to Recipient, institute suit(s) to enjoin any violation of the terms of this Agreement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief. LCHIP will also have available all legal and other equitable remedies to enforce Recipient's obligations hereunder. In the event Recipient is found to have violated any of its obligations under this Agreement, Recipient will reimburse LCHIP for any costs or expenses incurred in connection with LCHIP's enforcement of the terms of this Agreement, including but not limited to all reasonable court costs, and legal, administrative or other costs. Exercise by LCHIP of one remedy hereunder will not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy will not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

SEVERABILITY

This instrument is made pursuant to NH RSA 227-M, but the invalidity of such act or any part thereof will not affect the validity and enforceability of this Agreement according to its terms; it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument will not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

INDEMNIFICATION

Recipient hereby agrees to pay, protect, indemnify, and hold harmless and defend at its own cost and expense, LCHIP, its agents, trustees, directors, officers and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Property unless such injury or damage is caused by LCHIP or any agent, trustee, director, officer, employee, or independent contractor of LCHIP. In the event that Recipient is required to indemnify LCHIP pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, will constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein will jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

INTERPRETATION

Nothing contained herein will be interpreted to authorize or permit Recipient to violate any law, ordinance or regulation. In the event of any conflict between any such ordinance or regulation and the terms hereof, Recipient promptly will notify LCHIP of such conflict and will cooperate with LCHIP and the applicable governmental entity to accommodate the purposes of both this Agreement and such ordinance or regulation. To the extent that any action taken by LCHIP pursuant to this Agreement gives rise to a claim of breach of contract, Recipient and LCHIP agree that the sole remedy on the part of Recipient will be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Recipient as a result of such breach and that Recipient will not have any right to indirect, consequential or monetary damages in excess of such actual direct out-of-pocket expenses.

NO WAIVER OF RIGHT TO TAKE ACTION

LCHIP does not waive or forfeit the right to take action as may be necessary to insure compliance with this Agreement by any prior failure to act and Recipient hereby waives any defense of laches with respect to any delay or omission by LCHIP in acting to enforce any restriction or exercise any rights under this Agreement and any such delay or omission will not impair LCHIP's rights or remedies or be construed as a waiver.

FOR THE LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By:

Dorothy T. Taylor, Executive Director
Duly authorized

Date

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this ____ day of _____, 2020, before me personally appeared Dorothy T. Taylor, known to me or satisfactorily proven to be the person whose name appears above, and she acknowledged that she executed this document in the capacity indicated above.

Justice of the Peace/Notary Public

(Printed name of J.P./Notary)

My commission expires:

FOR THE SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

Duly Authorized

Date

Print Name and Title Above

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this ____ day of _____, 2020, before me personally appeared
_____ known to me or satisfactorily proven to be the person whose
name appears above, and s/he acknowledged that s/he executed this document in the capacity
indicated above.

Justice of the Peace/Notary Public

(Printed name of J.P./Notary)

My commission expires:

4847-1975-7263, v. 1



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

July 8, 2013

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

REQUESTED ACTION

The New Hampshire Fish and Game Department (NHFG) respectfully requests authorization to enter into a Memorandum of Agreement (MOA) with the Council on Resources and Development (CORD) and the Office of Energy and Planning (OEP) relative to stewardship and funding of conservation easement monitoring, pursuant to RSA 162-C:8, for a term of ten (10) years time period from the date of Governor and Council approval through June 30, 2023. No Cost.

EXPLANATION

The NHFG periodically receives gifts, donations, or grants to provide for long-term stewardship monitoring of certain conservation easements held by the NHFG. RSA 162-C:8 authorizes such funds to be deposited into the Land Conservation Endowment, which is administered by CORD, for this purpose.

The proposed MOA enables NHFG to deposit funds into the Land Conservation Endowment so that they will generate interest and provide the OEP Conservation Land Stewardship Program with funding for long-term monitoring and stewardship support of NHFG conservation easements that receive endowments for those purposes.

Providing monitoring and stewardship support for other state-held easement interests through the Conservation Land Stewardship Program, minimizes duplication of effort and enables cost-saving efficiencies since many of these additional state-held easements are contiguous with properties that the program is already responsible for. It allows the same stewardship standards for all easement lands, provides staff expertise to appropriately represent the State's interests, and helps to provide a consistent interpretation of easement language. One of the primary goals of the Conservation Land Stewardship Program is to educate and work with landowners to resolve conflicts with easement restrictions that may arise, thereby avoiding costly litigation. A complete background of the Conservation Land Stewardship Program is provided in Exhibit A.

REGION 1
6298 Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2
PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov


REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov


Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
July 8, 2013
Page 2 of 2

The NHFG will seek Governor and Council approval prior to accepting future gifts, donations and grants subject to this MOA.

Respectfully submitted,

Concurred,


Glenn Normandeau, Executive Director
Fish and Game Department


Meredith Hatfield, Director
Office of Energy and Planning



NEW HAMPSHIRE FISH AND GAME DEPARTMENT

SEPTEMBER 11, 2019 COMMISSION MEETING

Meeting Location: NH Fish & Game Department, 11 Hazen Drive, Concord, NH 03301.

Commissioners Present: R. Phillipson, F. Bird, P. DeBow, D. Patch, P. McInnis, R. Green, B. Temple C. Luppi, M. Lachance, C. Hodgdon & E. Stohl.

Commissioners absent/excused:

Executive Director Normandeau – Present

Chairman Phillipson called the meeting to order at 11:02 a.m., and asked the audience to join in the pledge of allegiance. He informed the audience that the public is entitled to attend all Commission meetings and when recognized by the chairman, the public may speak on any item on the agenda. The Chair reserves the right to limit comment to the extent necessary for the orderly conduct of the meeting.

ACTION ITEMS:

- 1.) Commissioner Stohl moved to approve the August 14, 2019 Commission Minutes and Commissioner Patch seconded. The vote was unanimous in the affirmative.

Commissioner DeBow moved to hold the October 9, 2019 Commission Meeting at the Owl Brook Hunter Education Center, 387 Perch Pond Road, Holderness, NH, and Commissioner Stohl seconded. The vote was unanimous in the affirmative.

At 11:20 a.m., pursuant to RSA 91:A-3, Commissioner Hodgdon moved to go into a non-public session to discuss a personnel matter and to reconvene at 1:00 p.m., and Commissioner Patch seconded. The vote was unanimous in the affirmative. A roll call vote was taken of all Commissioners present: Commissioner Hodgdon "yes", Commissioner McInnis "yes", Commissioner Patch "yes", Commissioner Stohl "yes", Commissioner Luppi "yes", Commissioner Temple "yes", Commissioner Green "yes", Commissioner Lachance "yes", Commissioner DeBow "yes", Commissioner Bird "yes", and Commissioner Phillipson "yes".

At 1:20 p.m., Commissioner Stohl moved to come out of the non-public session and to seal the minutes of the meeting and Commissioner Hodgdon seconded. The vote was unanimous in the affirmative. A roll call vote was taken of all Commissioners present: Commissioner Hodgdon "yes", Commissioner McInnis "yes", Commissioner Patch "yes", Commissioner Stohl "yes", Commissioner Luppi "yes", Commissioner Temple "yes", Commissioner Green "yes", Commissioner Lachance "yes", Commissioner DeBow "yes", Commissioner Bird "yes", and Commissioner Phillipson "yes".

The meeting reconvened at 1:25 p.m., and the Chairman asked for a moment of silence recognizing those individuals lost during the September 11, 2001 terrorist attack.

At 1:28 p.m., Commissioner Hodgdon departed the meeting.

2.) Consent Agenda - The following items were grouped together and were noticed as consent agenda items to expedite action on routine matters, which may not require public discussion. The Commission voted to approve these matters as presented. Commission members may remove certain items if further public input or discussion is deemed necessary.

Commissioner Patch moved to approve the consent agenda items 2a.-2d., as presented below, and Commissioner Lachance seconded. The vote was unanimous in the affirmative.

2a.) The Commission accepted the donation of a 1994 Equinox winter rescue sled from the Antrim Fire Department, valued at \$400.00, to be utilized during search & rescue missions.

2b.) The Commission accepted a donation in the amount of \$50.00 from the Lake Wicwas Association, Inc., Meredith, NH, to be utilized by the Wildlife Division's Bear Project.

2c.) The Commission accepted a donation in the amount of \$10.00 from Meridith Bienvenue, Philadelphia, PA, to be utilized by the "Conservation Education Program."

2d.) The Commission accepted the following donations totaling \$955.00, in memory of David Lancot, Manchester, NH, to be utilized by the "Let's Go Fishing Program":

David & Marilyn Marshall, Scarsdale, NY -	\$200.00
Diane Lancot, Manchester, NH -	\$505.00
Barbara Rousseau, Manchester, NH -	\$ 25.00
Sandra Palmer, Manchester, NH -	\$ 25.00
Charles, Susan & Sarah Piotrowski, Manchester, NH -	\$ 50.00
Dian Kalisz, Manchester, NH -	\$ 50.00
Gosselin Family Revocable Trust, Manchester, NH -	\$ 50.00
Mesmer & Deleault PLL, Manchester, NH -	\$ 50.00
Total:	\$955.00

3.) Jason Smith, Chief, Inland Fisheries Division, came before the Commission seeking approval to contribute up to \$150,000 from the Fisheries Habitat Account to conserve 259 acres along the Ammonoosuc River in Bethlehem, NH.

Commissioner Luppi reported that she visited the property and stated, "It's a nice area and I appreciate what you are doing. I've heard many positive comments."

Commissioner DeBow moved to contribute \$215,000 from the Fisheries Habitat Account to conserve 259 acres along the Ammonoosuc River in Bethlehem, NH, and Commissioner Stohl seconded.

Much discussion ensued.

Commissioner Stohl inquired as to how much money the Forest Society was contributing?

Tom Howe, Senior Director, Society for the Protection of NH Forests, reported that the total fundraising goal was \$565,000, the purchase price of \$390,000, with approximately \$170,000 to cover additional conservation easement costs.

Commissioner Patch stated, "Money is tight here and I'm not in favor of spending more than we need to. I would like to see the contribution stay at \$150,000".

A vote was taken on the above motion to contribute \$215,000 from the Fisheries Habitat Account to conserve 259 acres along the Ammonoosuc River in Bethlehem, NH and failed 2 in favor, 6 opposed, with 1 abstention (M. Lachance).

Commissioner Patch moved to contribute \$150,000 from the Fisheries Habitat Account to conserve 259 acres along the Ammonoosuc River in Bethlehem, NH, and Commissioner McInnis seconded. The vote carried with 8 in favor and 1 abstention (M. Lachance).

INFORMATION ITEMS:

1.) Jason Smith provided an overview of current proposed Administrative Rules submitted by the Inland Fisheries Division. He reported that rule making proposal public hearing would be held tonight, September 11, 2019, at 6:00 p.m., at Fish & Game HQ. He reported that most of the package consists of the re-adoption of existing rules without change, however, also some clarifications of special regulation boundaries for rivers and streams. The package also involves removing some language that was in place for the Atlantic Salmon Broodstock Program, which ended in 2013 and is obsolete. He further reported that staff also plan to simplify the special regulations table and improve our bass tournament lottery process. In addition, some of the reporting forms for tournaments will be incorporated by reference, rather spelled out in rule as they currently are.

On behalf of the Commission, Chairman Phillipson thanked Jason for the update.

STANDING COMMITTEES:

POLICY COMMITTEE: Commissioner Temple, Chair; Commissioners Luppi, Lachance & Bird. No report.

LEGISLATIVE COMMITTEE: Commissioner Stohl, Chair; Commissioners Green, Hodgdon, Patch & DeBow. No report.

RIVERS COMMITTEE: Commissioner Hodgdon departed the meeting prior to the report.

LAKES COMMITTEE: Commissioner Temple reported that the next meeting was scheduled for October 30, 2019, at the Department of Environmental Services.

HANDBOOK & ORIENTATION COMMITTEE: Commissioner Patch, Chair; Commissioner Green. Commissioner Patch reported that the committee did not meet, however, reported that there would be a handout at the next meeting.