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# New Hampshire Fish and Game Department

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January 29, 2019

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 (NHFG) to acquire fee title to 3,181+/- acres in Newport, Croydon and Grantham, New Hampshire from the Law Office of Mark R. Dunn (Vendor Code 160143), acting as agent for The Conservation Fund for \$3,050,000, and pay up to \$362,500 for associated transaction costs for a total of \$3,412,500, effective upon Governor and Council approval through June 30, 2019. Funding is 85.4% Federal, 14.6% Wildlife Habitat Account.

Funding for this purchase is available as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

020-07500-21550000-033-500150	Land Acquisitions & Easements	<u>FY2019</u> \$3,412,500
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2. Authorize the New Hampshire Fish and Game Department (NHFG) to acquire fee title to 2,709+/- acres in Groton, New Hampshire from the Law Office of Mark R. Dunn (Vendor Code 160143), acting as agent for The Nature Conservancy (TNC) for \$1,100,000, and pay up to \$80,924 for associated transaction costs for a total cost of \$1,180,924, effective upon Governor and Council approval through June 30, 2019. Funding is 100% Federal.

Funding for this purchase is available as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

020-07500-21550000-033-500150	Land Acquisitions & Easements	<u>FY 2019</u> \$1,180,924
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3. Authorize the New Hampshire Fish and Game Department to transfer, at no cost, a conservation easement to The Nature Conservancy on 2,709+/- acres in Groton, New Hampshire effective upon Governor and Council approval through June 30, 2019. No funding involved.

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### EXPLANATION

NHFG requests authorization to purchase 3,181+/- acres in two distinct parcels in Newport, Croydon and Grantham from The Conservation Fund (TCF). The property was put on the open market in late 2017 by its then owner, William B. Ruger, Jr. Mr. Ruger had a strong desire to sell quickly, a time table that would have been impossible for NHFG to meet. NHFG requested assistance from The Conservation Fund, a national conservation organization that often will act as an intermediary buyer in these types of situations. TCF was able to move quickly and purchase the property in July 2018, providing NHFG with time necessary to acquire needed federal and state approvals. An appraisal done by TerraSource Valuations, LLC determined fair market value of the two parcels to be \$3,250,000. Funding for the acquisition and associated transaction costs will come from several sources: US Fish and Wildlife Service Wildlife Restoration Program (\$2,437,500); NHFG Wildlife Habitat Account (\$500,000)(use of Wildlife Habitat Account funds were approved by the NH Fish and Game Commission at their June 13, 2018 meeting); and NH Department of Environmental Services Aquatic Resources Mitigation Fund (\$475,000). The Conservation Fund received a Land and Community Heritage Investment Program grant for \$200,000 reducing the cost of the land acquisition from the fair market value (\$3,250,000) to \$3,050,000.

Transaction costs include appraisal, legal services, environmental hazards assessment, survey, and project management costs.

Also, NHFG and TNC have been working together for more than a year to permanently protect 2,709+/- acres in Groton that has long been a target for protection by New Hampshire's land conservation community. It has been on and off the real estate market for many years and earlier attempts to protect the property through the acquisition of a conservation easement failed because of the income expectations of the seller. The previous landowner finally decided to cut its losses on this property and sell it at auction.

Prior to the auction, NHFG and TNC discussed partnering to ensure that the property was conserved. The plan developed called for NHFG to hold the restricted fee and for TNC to hold a conservation easement to the property. In 2017, TNC purchased the property at auction for \$1,750,000, significantly below the previous asking price.

A recently completed appraisal determined the fair market value of the fee title to the property was \$1,787,000. The value of the restricted fee (the property with a conservation easement in place) was \$1,100,000 and the value of the conservation easement interest was \$687,000.

The Department seeks authorization to purchase fee title to the property from TNC (valued at \$1,787,000) for \$1,100,000, the value of the property with a conservation easement in place and to transfer a conservation easement interest in the property to TNC at no cost.

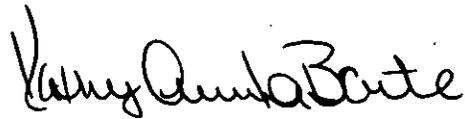
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The end result will be that the purchase price will reflect the value of the real estate interest held by NHFG.

Respectfully submitted,



Glenn Normandeau  
Executive Director



Kathy Ann LaBonte  
Chief, Business Division

# STATE OF NEW HAMPSHIRE

Inter-Department Communication

**DATE** November 27, 2018

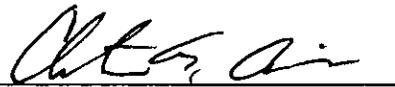
**FROM:** Christopher G. Aslin **AT (OFFICE)** Department of Justice  
Senior Assistant Attorney General Environmental Protection Bureau

**SUBJECT:** Ruger Fee Acquisition, Newport, Croydon and Grantham, NH

**TO:** Richard Cook, Land Agent  
New Hampshire Fish and Game Department

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The Office of the Attorney General has reviewed the title work, Warranty Deed and supporting documents, as outlined in your memo dated November 7, 2018, for the Ruger property located in the Towns of Newport, Croydon and Grantham, New Hampshire owned by The Conservation Fund, and pursuant to RSA 212:7 approves the title of the property for acquisition. The Warranty Deed provided is approved for form and substance only. Following approval by Governor and Council, the fully executed Warranty Deed should be submitted to this office for approval of execution prior to recording in the Registry of Deeds.

  
\_\_\_\_\_  
Christopher G. Aslin

## NEW HAMPSHIRE FISH AND GAME DEPARTMENT

### JUNE 13, 2018 COMMISSION MEETING

Meeting Location: Owl Brook Hunter Education Center, 387 Perch Pond Rd, Holderness, NH 03245

Commissioners Present: R. Phillipson, E. Millette, P. McInnis, B. Temple, C. Hodgdon, B. Carr, W. Morse & E. Stohl.

Commissioners absent/excused: D. Patch, J. Ryan & T. Baldwin

Executive Director Normandeau – Present

Chairman Phillipson asked all in attendance to pause for a moment of silence in memory of former long term Commissioner, Ellis Hatch, who recently passed away.

Chairman Phillipson called the meeting to order at 1:00 p.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 Carr moved to approve the May 9, 2018 Commission Minutes and Commissioner Stohl seconded. The vote was unanimous in the affirmative.

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 McInnis moved to approve the below consent agenda items as presented and Commissioner Carr seconded. The vote was unanimous in the affirmative.

2a.) Commission accepted the donation of \$100.00 in memory of their Uncle, Russell Mardin Sr., from Linda Mrozinski, Carol Sparks, Lori-An Cyr, Andrea Harrington, all from the State of Massachusetts, to be utilized by the Twin Mountain Fish Hatchery.

2b.) Commission accepted two donations, totaling \$205.00, to be utilized by the Hunter Education Program, from the following:

Proctor Academy -	\$200.00
Sarah & Michael Proulx -	\$5.00

2c.) Commission accepted the donation of \$400.00 from Mary-Anne Irish, Hooksett, NH, in memory of Richard May, to be utilized by the Let's Go Fishing Program.

2d.) Commission accepted the donation of \$35.00 from Paul & Joanne Ouellette, Windham,

NH, to be deposited into the Small Gifts & Donations Account.

2e.) Commission accepted the donation of 6 metal detectors with headphones, 1 per Law Enforcement District, from the nonprofit Operation Game Thief, valued at approximately \$2,350.00.

2f.) Commission accepted two donations totaling \$300.00, in memory of Albert Midgley, to be deposited into the Small Gifts & Donations Account, from the following:

Reeds Ferry Small Building, Inc., Hudson, NH - \$250.00  
Steven & Laurie Blanchette, Hudson, NH - \$50.00

3.) Commissioner Carr moved to accept the donation of up to \$2,000 from the Basil W. Woods, Jr., Chapter of Trout Unlimited, to hire a seasonal laborer to perform brook trout habitat surveys and population assessments on various streams in the Warner River Watershed and Commissioner Morse seconded. The vote was unanimous in the affirmative.

4.) Jason Smith, Chief, Inland Fisheries Division, came before the Commission and provided a power point presentation relative to changing the fee structure for fishing tournaments.

Commissioner Stohl moved to approve going forward with changing the fee structure for fishing tournaments as presented and Commissioner Morse seconded. The vote was unanimous in the affirmative.

5.) Commissioner Morse moved to approve the Commission's slate of officers as follows below and Commissioner Millette seconded. The vote was unanimous in the affirmative.

Commissioner Phillipson, Chairman  
Commissioner Patch, Vice Chairman  
Commissioner Carr, Secretary/Treasurer

Nicola Whitley, Chief, Public Affairs Division, provided a brief overview of the Owl Brook Hunter Education Center. She reported that Owl Brook hosts workshops, group programs and special events conducted by Fish and Game staff, Hunter Education and center volunteers, often in partnership with organizations such as the NH Trappers Association and the National Wild Turkey Federation. These activities allow individuals and families to start the lifelong journey of becoming safe and responsible hunters and trappers. As much as possible, the "hands-on" and "learn by participation" approach is used at the center.

She further reported that the Owl Brook Hunter Education Center relies upon volunteer assistance from the state's sporting community to accomplish our mission. The center offers basic, advanced and special opportunity classes and workshops on hunting, trapping, shooting, outdoors skills and wildlife management. The center's classroom building, shooting ranges, and

interpretive trails and courses are important tools helping the department pass on the heritage of hunting and trapping to future generations.

**INFORMATION ITEMS:**

1.) Kathy LaBonte, Chief, Business Division, reviewed the monthly financial statement dated May 31, 2018.

~~2.) Jim Oehler, Habitat Biologist, came before the Commission and provided an overview of a request to expend up to \$500,000 from the Wildlife Habitat Account for the purchase of 3,181 acres referred to as the Ruger Properties, located in Sullivan County.~~

Jim reported that if approved, this project would protect 3,181 acres of forestland in Sullivan County consisting of diverse wildlife habitat and cold water streams, and secure hunting, trapping, and angling access for all to enjoy. The Ruger property consists of two parcels known as the Brighton Forest and Loverin Hill, which are part of a large unfragmented block of woodlands that totals 48,750 acres. This block is considered New Hampshire's largest block of unfragmented woodlands south of the White Mountain National Forest.

He further reported that the total purchase price of the Ruger property is expected to exceed \$3,000,000. The financial package is expected to include Wildlife Habitat Account funds, Federal Pitman Robertson funds and Department of Environmental Services Aquatic Mitigation funds.

In closing, he stated, "If approved, this property will be designated as Fish & Game's newest Wildlife Management Area."

Director Normandeau reminded the Commission that if the Department does not spend the Pitman Robertson funds, they get reverted back to U. S. Fish & Wildlife Service.

He further stated, "We could take a trip over to the property for all Commissioners to see if you'd like."

Chairman Phillipson stated, "I think this project falls into the goals of the Department and Commission perfectly."

Commissioner Morse moved to waive the \$7,500 Commission Policy on voting on items over \$7,500 the same day as presented and Commissioner Carr seconded. The vote was unanimous in the affirmative.

Jim Oehler reported that the Department was working with the Conservation Fund, as they are purchasing the property and the Department is buying it from them.

~~Commissioner Carr moved to approve the expenditure of up to \$500,000 from the Wildlife Habitat Account for the purchase of 3,181 acres referred to as the Ruger Properties located in Sullivan County and Commissioner Millette seconded. The vote was unanimous in the affirmative.~~

Commissioner Hodgdon moved to cancel the July Commission Meeting and Commissioner Stohl seconded. The vote was unanimous in the affirmative.

**STANDING COMMITTEES:**

**POLICY COMMITTEE:** Commissioner Carr, Chair; Commissioners Millette & Temple. Commissioner Carr reported that the committee did not meet this month.

Commissioner Carr moved to reaffirm the following resolution as it relates to the structure & duties of the Fish & Game Commission and Commissioner McInnis seconded. The vote was unanimous in the affirmative.

**RESOLUTION**

*Whereas, the New Hampshire Fish and Game Commission has been in existence since 1935; and*

*Whereas, the current structure of the Commission and the Fish and Game Department affords an opportunity for the public to have access to the Commission's members and the Executive Director at each monthly public meeting; and*

*Whereas, this amount of public access is more extensive than in any other department of New Hampshire state government; and*

*Whereas, the Commission believes that the current structure, qualifications, and duties of the Commission and its members as set forth in RSA 206:2, 206:2-a, and 206:3 provides the best way for all citizens of this state to assure that the fish, game, and wildlife resources of the state will be protected and preserved;*

*Now, therefore the Fish and Game Commission resolves and states that it will advocate for the preservation of the structure, qualifications, duties and membership of the Commission, as expressed in current RSA 206:2, 206:2-a, and 206:3, in any proposal for change that may be brought to the New Hampshire Court.*

**LEGISLATIVE COMMITTEE:** Commissioner Morse, Chair; Commissioners Stohl, Hodgdon, Patch, & Baldwin.

Paul Sanderson, Legal Coordinator, reported that the legislative session had ended. He provided a brief update on certain bills & their status (see attached).

**RIVERS COMMITTEE:** Commissioner Ryan was absent from the meeting.

**LAKES COMMITTEE:** Tanya reported that she submitted the nomination paperwork to the Governor's Office for Commissioner Millette's appointment to the Lakes Committee and has not yet received confirmation. She was informed that it would be voted on at the July 27, 2018 Governor & Council Meeting.

**HANDBOOK & ORIENTATION COMMITTEE:** Commissioner Patch, Chair; Commissioner Carr. Commissioner Carr reported that there was an update to the handbook, clarifying the day the Fish & Game Commission meets every month.

Commissioner Carr moved to update the Commission Handbook to reflect that the Fish & Game Commission meets the second Wednesday of every month vs. the third Wednesday, as currently stated, with certain exceptions, and Commissioner Morse seconded. The vote was unanimous in the affirmative.

**STRATEGIC PLANNING COMMITTEE:** Commissioner Hodgdon, Chair; Commissioners Temple & Baldwin.

Commissioner Hodgdon reported that the committee did not meet this month. He reported that CORD (Council on Resources & Development) met, where the recommendations of the Lake Sunapee Boat Access Commission were briefly heard. The Chairman of CORD scheduled a public hearing to be held in July.

**WILDLIFE HERITAGE FOUNDATION:** Commissioner Hodgdon reported that the Wildlife Heritage Foundation was in the process of updating/adopting a new strategic plan, in an effort to diversify fundraising and look at new sources to grow fundraising sales. He reported that starting July 1<sup>st</sup> in New Hampshire, Beam Suntory (a spirits distillery) will donate \$1.00 from every sale of Maker's Mark to the Wildlife Heritage Foundation. He reported that the distiller is very interested in water quality.

He further reported that the Wildlife Heritage Foundation would like to improve communication with the Department and possibly try to align fundraising efforts around Department needs.

In closing, he stated, "They are doing a lot of great work!"

**AWARDS COMMITTEE:** Commissioner Baldwin, Chair; Commissioners Carr & Millette. Committee is sunset at this time.

**OLD BUSINESS:** Nothing heard at this time.

**NEW BUSINESS:** Chairman Phillipson stated, "I'd like to hold the August 8, 2018 Commission Meeting at Barry Conservation Camp, Berlin, NH."

Commissioner Stohl moved to hold the August 8, 2018 Commission Meeting at Barry Conservation Camp and Commissioner Carr seconded. The vote was unanimous in the affirmative.

**COMMISSIONERS REPORTS:**

**COMMISSIONER BALDWIN:** Commissioner Baldwin had nothing to report.

**COMMISSIONER CARR:** Commissioner Carr had nothing to report.

**COMMISSIONER TEMPLE:** Commissioner Temple had nothing to report.

**COMMISSIONER PHILLIPSON:** Commissioner Phillipson reported that he, along with Commissioner's Millette, Carr, and former Coos County Commissioner, Ted Tichy & Wife, Mary, spent time finishing the archery range at Barry Conservation Camp. He thanked Wayne Pascal, Superintendent, Berlin Fish Hatchery, Mary Tichy, for all she did, including providing an excellent breakfast, and thanked all Commissioners who assisted as well.

He stated, "The Commission felt it was important for them to alleviate any burden on the department to finish this project."

He further reported that camp registration was full within the first hour of registration opening, which shows a very high interest in the desire to attend camp & the various programs.

**COMMISSIONER MORSE:** Commissioner Morse had nothing to report.

**COMMISSIONER RYAN:** Commissioner Ryan was absent.

**COMMISSIONER PATCH:** Commissioner Patch was absent.

**COMMISSIONER MILLETTE:** Commissioner Millette had nothing to report.

**COMMISSIONER MCINNIS:** Commissioner McInnis had nothing to report.

**COMMISSIONER HODGDON:** Commissioner Hodgdon had nothing to report.

**COMMISSIONER STOHL:** Commissioner Stohl reported that he attended a retirement celebration honoring Lieutenant Wayne Saunders and stated, "It was a nice evening."

At this time, Chairman Phillipson thanked Commissioner Morse for his long tenure (15+ years) on the Fish & Game Commission. He reported that Commissioner Morse has served on the Legislative Committee most of that time and has gone to numerous legislative hearings.

He stated, "He was very helpful in any way possible and we thank him for his dedication & service."

**DIRECTOR'S REPORT:**

Director Normandeau reported that he would provide an overview of the budget process after the meeting and reported that all were welcome to stay for that.

**CALL TO THE PUBLIC:**

Much discussion ensued relative to the wildlife rule package as it relates to trapping and bag limits on fox.

Paul Debow, President, Trappers Association, spoke to the displeasure of the bag limit on fox. He reported that he does not understand the reasoning.

Commissioner Stohl reported that he was unaware of a bag limit on fox until he received a call from a constituent asking about a 3 fox bag limit. He reported that he contacted Kent Gustafson, Biometrician/Program Supervisor, who reported that there was a bag limit put in place at the last minute.

He stated, "I feel there should have been another public hearing on this subject to address the change. The process is the issue with me. This should have been addressed earlier in the process. The process needs to be more transparent."

In closing, he stated, "You will get trappers out of the woods and will have problems in the future."

Director Normandeau stated, "The fox population has been decreasing rapidly and the department has an obligation to address it. We took input from trappers and looked at data & felt it was necessary to put a bag limit in play based on that data."

Mark Ellingwood, Chief, Wildlife Division, stated, "We partnered very closely with trappers and value their input, as we have a shared interest."

At this time, 2:43 p.m., Commissioner Stohl moved to adjourn and Commissioner Hodgdon seconded. The vote was unanimous in the affirmative.

Respectfully submitted,

Barry Carr, Secretary

Approved: \_\_\_\_\_  
Robert Phillipson, Chairman

THIS IS A CONVEYANCE TO AN INSTRUMENTALITY OF THE STATE OF NEW HAMPSHIRE WHICH IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX PURSUANT TO NEW HAMPSHIRE RSA 78-B:2, I AND FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17-g, II.

## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS **THE CONSERVATION FUND**, a Maryland non-profit corporation with an business address of 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia, 22306 (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), for consideration paid, with WARRANTY covenants, grants in perpetuity to **THE STATE OF NEW HAMPSHIRE acting by and through its FISH AND GAME DEPARTMENT**, its successors and assigns, with an address of 11 Hazen Drive, Concord, County of Merrimack, State of New Hampshire 03301(**the Grantee or the Landowner**), the following:

Certain tracts or parcels of land identified as Town of Croydon Tax Map 14, Lot 16, Map 3, Lot 324, Map 7, Lots 320, 318, 591; 335, 212, 325, 323, 213; Town of Grantham Map 231, Lot 2; Town of Newport Map 205, Lot 5 and Map 211, Lot 24, totaling 3,181+/-acres being unimproved land situated on Cornish Turnpike, Newport and Loverin Hill Road in Croydon with said Property more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof,

This property was acquired in part with funding received by the State of New Hampshire through Grant Agreement F14AF01270 between the U.S. Fish and Wildlife Service (the Service) and the State of New Hampshire Fish and Game Department as grantee. All present and future uses of the protected property are and shall remain subject to the terms and conditions described in the Notice of Grant Agreement, attached hereto and recorded herewith in Sullivan County Registry of Deeds, and to other administrative requirements of the applicable grant funding program of the Service.

The parties acknowledge that this property was acquired , in part, with funds provided by New Hampshire Aquatic Resources Mitigation Fund In-lieu Fee Program pursuant to NH RSA

477:45-47, and in compliance 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) with a Third Party Right of Enforcement therein granted to an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302, (the “**Third-Party Holder**”)

If the Executory Interest Holder described below ceases to enforce the restrictions conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Executory Interest Holder to enforce the restrictions. Without otherwise limiting its responsibilities or liabilities, the Landowner shall be liable for all reasonable costs of such enforcement.

The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Third Party Holder’s assignee or transferee as specified in paragraph below. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Property desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Property at least thirty (30) days prior to such transfer or assignment taking effect.

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 the restrictions shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to 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 qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of these restrictions. Any such assignee or transferee shall have like power of assignment or transfer.

The Property hereby conveyed is subject to the following Executory Interest and deed restrictions:

An Executory Interest with Covenants and Power Contingent Right of Termination as described below to the **State of New Hampshire acting through the Land and Community Heritage Investment Program**, with a principal place of business at 13 West Street, Suite 3, City of Concord, County of Merrimack, State of New Hampshire, 03301, (sometimes referred to as “LCHIP”, and otherwise hereinafter referred to as the “**Executory Interest Holder**”). Said Executory Interest with Covenants and Contingent Right of Termination is more fully described herein.

The Parties hereby acknowledge that the Property has been acquired in part with a \$200,000.00 financial assistance award from the New Hampshire Land and Community Heritage Investment Program, which award places certain restrictions on the Property as more fully described below

and continuing obligations on the Grantee, as described in a Project Agreement recorded herewith.

In accordance with NH RSA 227-M:1, the Property shall be held in public trust and used and applied for the purposes of NH RSA 227-M which states:

“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.” This Property is a qualified conservation interest as defined by the United States Internal Revenue Code, Section 170(h).

Notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of this Property to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of this Property from public trust is prohibited, except as provided in RSA 227-M:13.

Any acts, uses or management activities undertaken on the Property shall not materially impair the conservation values of the Property as described in the Property Condition Report, developed and maintained by the Landowner with copies provided to the Executory Interest Holder and incorporated herein by reference, (hereinafter the “**Conservation Values**”) nor harm state or federally recognized rare, threatened, endangered 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 or the agency then recognized by the State as having responsibility for identification and/or conservation of such species, nor harm state or federally recognized historical or archeological resources, such determination of harm to be made based upon information from the New Hampshire Division of Historic Resources or the agency then recognized by the State as having responsibility for identification and/or conservation of such resources.

The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except forestry and wildlife habitat management, and provided that the productive capacity of the Property to produce forest products shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion. Unless otherwise allowed herein, no activities or uses of the Property detrimental to the Conservation Values of the Property or inconsistent with the purposes of NH RSA 227-M shall be permitted.

All permitted forest management or wildlife habitat management activities conducted on the Property shall be carried out in a manner consistent with the then current scientifically-based practices recommended by the University of New Hampshire Cooperative Extension Service, U. S. Natural Resources Conservation Service, or other similar government natural resource conservation and management service.

All permitted forestry conducted on the Property shall comply with the following additional restrictions:

1. Definitions:

A. For the purposes hereof, "Riparian Buffers" shall be the areas within 100 feet of streams and Significant Wetlands as defined below. The Riparian Buffer shall be measured from the stream edge at the ordinary high water mark. In cases where the top of the embankment is less than 50 feet from the stream edge, the riparian buffer shall be measured from the top of embankment. In cases where wetlands surround the stream edge, the riparian buffer shall be measured from the boundary of the upland edge of the wetland area.

B. For the purposes hereof, "Significant Wetlands" are those areas that by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature have special value in a particular locale. This value is reflected in a high degree of functioning relative to its ecological integrity, wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or sediment and toxicant attenuation, and special social values such as education, scenic quality, and recreation. Significant Wetlands are typically identified and evaluated by wetland scientists, wildlife biologists, or Natural Heritage ecologists through fieldwork and/or high resolution aerial photograph interpretation. Significant Wetlands may include, but are not necessarily limited to:

- a. Wetland communities or systems that are classified as exemplary due to their high quality as determined by their size, condition, and landscape context (that is, the condition of the surrounding landscape).
- b. Wetland communities or systems that are classified as exemplary (S1 and S2) due to their rarity in the State of New Hampshire by the NH Natural Heritage Bureau (NHB). Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in light of their size, condition, and landscape context.
- c. New Hampshire Wildlife Action Plan Tier 1 and Tier 2 wetlands.
- d. Wetlands providing habitat for Endangered Species, Threatened Species, and Species of Special Concern wildlife.

Examples of significant wetland types in New Hampshire include, but are not limited to cedar swamps, black gum swamps, exemplary natural communities tracked in the Natural Heritage Bureau (NHB) database, any wetland community type ranked by the NHB as critically imperiled/or imperiled, bogs, fens (peat lands), and floodplain forests.

2. For the purposes hereof, forestry shall not be performed in forested wetland areas which are wetland areas dominated by trees or woody vegetation 20 feet or taller; or shall not be performed in Significant Wetlands areas, as defined in Paragraph 1.B above.

3. For the purposes hereof, forestry within the Riparian Buffer as defined in Paragraph 1.A above, and within Significant Wetlands as defined in Paragraph 1.B above, shall adhere to the following additional restrictions:

- a. Use of Chemicals: Herbicides, pesticides, fungicides, or rodenticides may be used on the Property provided that such use of chemicals is common and necessary to (a) control a pest or disease outbreak that poses a threat to the health of the forest, wildlife habitat, or wetland functions and values; (b) control exotic invasive species. All such chemical applications shall be applied by a licensed applicator, be consistent with applicable statutes and regulations, and utilize the narrowest spectrum, least persistent chemicals available that are effective.
- b. Within the riparian buffer zone there shall be no tree harvesting within the first 100 feet from the ordinary high-water mark or wetland edge as defined above, except where forest management is aimed at enhancing habitat for riparian-associated species, such determination to be made in consultation with the Fish and Game Department Wetland Ecologist and with prior notification to the NH Department of Environmental Services or to address hazard trees along existing woods roads or trails.
- c. No skid trails, log landings, or access roads shall be constructed, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.

There shall be no structure or improvement constructed, placed, or introduced onto the Property, except for structures and improvements which are i) necessary in the accomplishment of the permitted uses of the Property and consistent with the purposes of NH RSA 227-M and ii) not detrimental to the Conservation Values of the Property.

There shall be:

- a. no dumping, storage, injection, burning or burial of man-made materials, building demolition or construction debris, trash, tires, municipal plowed snow, vehicle bodies or parts or similar materials, or materials known to be environmentally hazardous on the Property,
- b. no disturbance of the surface, or alteration of the topography, of any portion of the Property allowed, except as may be necessary to further the permitted uses as defined herein, and
- c. no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Property, except as necessary to carry out the permitted uses herein, and in no case shall such rocks, minerals, gravel, sand, topsoil, or other similar materials be removed from the Property.

Landowner shall not give, grant, sell, convey, transfer, mortgage, pledge, or in any way encumber the Property without the prior written approval of the Executory Interest Holder and the U.S. Fish and Wildlife Service. Specifically, the following actions shall not be permitted

without the prior written approval of the Executory Interest Holder and the U.S. Fish and Wildlife Service:

- a. Creation, grant, or development of rights of way or easements of ingress or egress in favor of any third party into, under, over, or across the Property, except those of record as of the execution of this deed,
- b. Subdivision or any action that would effectively subdivide the Property, such that the Property may be conveyed only in its entirety, except that a short-term lease shall not be considered a breach of this covenant.

There is hereby conveyed pedestrian access to, on, and across the Property for hunting, fishing, and transitory passive recreational purposes, but not camping, by members of the public. Landowner may post against or limit such access, with prior approval of the Executory Interest Holder, if such activities become inconsistent with the purposes for protecting the Property and/or when public safety would be at risk. Notwithstanding the above, Landowner shall have the right to post against vehicles, motorized or otherwise, and against access to forest land during harvesting, wildlife habitat management or establishment of plantations.

The Executory Interest Holder and the Third Party Holder shall have reasonable access to the Property and all of its parts for such inspection as the Executory Interest Holder and Third Party Holder find necessary to determine compliance with and enforce the restrictions contained herein, to exercise the rights conveyed hereby, to carry out the duties assumed by the Executory Interest Holder and Third Party Holder, and to maintain the Property boundaries if it so chooses. In the event of an emergency, the Executory Interest Holder and Third Party Holder may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Landowner or Landowner's representative at the earliest practicable time.

Should Landowner cease to adhere to the conditions in this Deed or to perform its obligations under this Deed within thirty (30) days after receipt of written notice of a material breach, delivered in hand or by certified mail, return receipt requested, from the Executory Interest Holder, or if the Landowner fails to continue diligently to cure any breach until finally cured, then the Executory Interest Holder shall have the right to enforce the conditions of this Deed by binding arbitration (if agreed to by both parties), by administrative proceedings as may be provided by law, or by an action at law or in equity in a court of competent jurisdiction.

Further, the Executory Interest Holder, on behalf of the State of New Hampshire, having first obtained the approval of the Regional Director of the U. S. Fish and Wildlife Service as specified in the Notice of Grant Agreement, recorded herewith as Exhibit B, shall also have the right and power, but not the obligation to terminate the interest of the Landowner in the Property in the event a material breach has not been cured after reasonable notice and opportunity to cure by recording a Notice in the Sullivan County Registry of Deeds declaring that it is exercising its power of termination and giving Landowner a period of at least ninety (90) days from the date of Landowner's receipt of the Notice to correct the material breach. If the material breach is not cured within the stated time period (or any extension agreed to in writing by the Executory

Interest Holder), then the termination shall become final and all legal and equitable fee simple title shall be vested automatically in the Executory Interest Holder, which shall assume and thereafter possess all interests, rights, responsibilities, and duties of record previously granted to and incumbent upon the Landowner at that point.

In the event the Executory Interest Holder exercises its right of enforcement or power of termination, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement or termination of this deed from the Landowner, including, but not limited to, attorney's fees and expenses related to Landowner's acts or failure to act.

Nothing herein shall be construed to entitle the Executory Interest Holder and Third-Party Holder to institute any enforcement proceedings against the Landowner, or to recover costs or attorney's fees from Landowner, for any changes to the Property due to causes beyond the Landowner's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons, and any such occurrence shall not be deemed a material breach entitling the Executory Interest Holder to exercise its power of termination hereunder.

The interests held by the Executory Interest Holder are assignable or transferable to any party qualified by the State of New Hampshire to become the Executory Interest Holder's assignee or transferee, who shall have like power upon such assignment or transfer. In the event of any foreclosure or other exercise of rights under this right of termination by the Executory Interest Holder, its successors and assigns, the Property secured thereby shall continue to be subject to all of the covenants, restrictions and other terms and conditions set forth in this deed and in the Project Agreement attached hereto and incorporated herein. The restrictions above shall be enforceable in perpetuity by actions at law or by proceedings in equity.

The Executory Interest Holder shall be under no obligation to maintain the Property or to pay any taxes, liens or assessments thereon.

Should the Landowner determine that the expressed Purposes of this deed would better be effectuated by the conveyance of a conservation easement, Landowner may, with prior approval of the Executory Interest Holder and the Regional Director of the U. S. Fish and Wildlife Service, execute an additional instrument to that effect, provided the additional provisions do not conflict with this deed's provisions, that the Purposes for protecting this Property are not diminished thereby, and that any future conservation easement 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 any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, and agrees to and is capable of enforcing the Purposes of the easement. Any such assignee or transferee shall have like power of assignment or transfer.

Any easement, mortgage, or lien arising after the date of execution of this deed shall be subordinated, by operation of law or otherwise, to the terms of this deed.

Landowner and Executory Interest Holder explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the deed set forth herein are to last in perpetuity and that, to that end, no acquisition of the fee interest in the Property by the Executory Interest Holder shall be deemed to eliminate the covenants, restrictions or terms of this deed, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine. In the event of any foreclosure or other exercise of rights under the power of termination included herein by the Executory Interest Holder, the Property secured thereby shall continue to be subject to all of the restrictions and other terms and conditions set forth in this deed.

If any provision of this deed, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this deed 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.

The burden of the conditions conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this deed shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to 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 qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the terms contained herein.

Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the restrictions conveyed hereby, the Landowner, working with the Service, Executory Interest Holder and the Department of Environmental Services Aquatic Resource Mitigation Program (DES), hereinafter "The Funders", shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

The balance of the amount recovered, after payment of any expenses, shall be divided between the Landowner and The Funders in proportion to their respective contributions to the purchase price of the Property as set forth below.

By virtue of the Wildlife Restoration Program Grant received by NH Department of Fish and Game (Grantee) from the U.S. Fish and Wildlife Service (the "Service") for purchase of the Property, and of the provisions set forth in the Notice of Grant Agreements (attached hereto as Appendix B), the Service shall be entitled to 75% percent of the portion of the proceeds payable to the Landowner unless the Regional Director of the Service consents to or requires the Grantee's use of the Service's portion of the proceeds to acquire other land or interests in land of equal or greater monetary and resource value.

By virtue of the Grant from LCHIP for purchase of the Property, LCHIP shall be entitled to 6.1% of the portion of the proceeds payable to the Landowner.

By virtue of the funding from the New Hampshire ARM Fund for purchase of the Property, the Fund shall be entitled to 14.6% of the portion of proceeds payable to the Landowner.

The Landowner shall use its share of the proceeds in a manner consistent with and in furtherance of the purposes of this deed.

The Executory Interest Holder does not waive or forfeit the right to take action as may be necessary to insure compliance with this Deed by any prior failure to act and Landowner hereby waives any defense of laches with respect to any delay or omission by the Executory Interest Holder, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Deed, any such delay or omission shall not impair Executory Interest Holder's rights or remedies or be construed as a waiver.

Where Executory Interest Holder approval is required, Landowner shall submit a detailed written request to the Executory Interest Holder delivered in hand or by certified mail, and 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. Executory Interest Holder approval shall not be unreasonably withheld, delayed, or conditioned and Executory Interest Holder shall issue an approval or denial of the request, or shall request additional information as may be required to evaluate the request, no later than thirty (30) days following receipt of Landowner's request.

Executory Interest Holder reserves the right to consult with governmental agencies, nonprofit conservation or preservation organizations, and/or other consultants or advisors as it may choose concerning any approval request.

Landowner shall not undertake any activity requiring Executory Interest Holder approval until a letter detailing such approval has been received from the Executory Interest Holder or its authorized representative.

IN WITNESS WHEREOF, we have hereto set our hands on this \_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTOR: THE CONSERVATION FUND

By: \_\_\_\_\_  
Lily Engle, General Counsel

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON

I, \_\_\_\_\_ a Notary Public of Virginia and the County aforesaid, certify that ELIZABETH G. ENGLE, who is personally known to me or proved to me on the basis of satisfactory evidence, personally came before me this day and acknowledged that she is the DEPUTY GENERAL COUNSEL AND ASSISTANT SECRETARY OF THE CONSERVATION FUND, and that by authority duly given her and as the act of said corporation, the foregoing document was signed in its name by her and sealed with its corporate seal.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

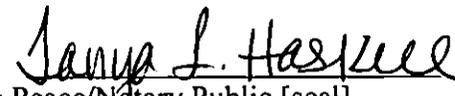
\_\_\_\_\_  
Notary Public  
(NOTARY SEAL)  
My Commission Expires: \_\_\_\_\_

ACCEPTED: STATE OF NEW HAMPSHIRE FISH AND GAME DEPARTMENT

By:   
Glenn Normandeau, Executive Director

The State of New Hampshire  
County of Merrimack

Personally appeared Glenn Normandeau, Executive Director of the New Hampshire Fish and Game Department, this 5<sup>th</sup> day of February, 2016 and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.

Before me,   
Justice of the Peace/Notary Public [seal]  
My commission expires: \_\_\_\_\_

Approved by the Governor and Executive Council:  
Approval Date: \_\_\_\_\_, Item #: \_\_\_\_\_

**EXECUTORY INTEREST HOLDER  
NEW HAMPSHIRE LAND AND COMMUNITY HERITAGE PROGRAM**

By: \_\_\_\_\_  
Dorothy Taylor, Executive Director

The State of New Hampshire  
County of \_\_\_\_\_

Personally appeared Dorothy Taylor, Executive Director of the New Hampshire Land  
Community Heritage Investment Program, this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires: \_\_\_\_\_

**THIRD PARTY RIGHT OF ENFORCEMENT  
STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES**

By: \_\_\_\_\_  
Robert R. Scott, Commissioner

The State of New Hampshire  
County of \_\_\_\_\_

Personally appeared Robert R. Scott, Commissioner of the New Hampshire Department  
of Environmental Services this \_\_\_\_\_ day of \_\_\_\_\_, 2019, and being duly  
authorized acknowledged the foregoing on behalf of the State of New Hampshire.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires: \_\_\_\_\_

Exhibit A  
Property Description

**References to tax map/parcel numbers are for reference only.**

**Tract 1: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract or parcel of land situate in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows:

North by land now or formerly of Austin Corbin and the highway;  
Westerly by land now or formerly of Austin Corbin;  
South by land of Daniel King, land of Martin L. Whittier, land of Byron Shattuck and land of Orrin Kibbey;  
East by land of Orrin Kibbey and land formerly of Nathaniel W. Brown.

Meaning and intending to describe the same premises conveyed to William B. Ruger, Jr. by deed of J. Linzee Coolidge, dated December 23, 1997 and recorded in Book 138, Page 634.

Tract 1 is SUBJECT TO:

1. Current Use Taxation Lien in favor of the Town of Croydon recorded April 2, 1980 and recorded in Book 657, Page 197.
2. Current Use Taxation Lien in favor of the Town of Croydon dated March 14, 2007, approved July 28, 2009 and recorded in Book 1739, Page 853.
3. Utility easement within a 150 foot wide strip of land as described in the deed dated August 29, 1966 and recorded in Book 426, Page 4. See also the deed to Public Service Company of New Hampshire recorded in Book 424, Page 480.
4. Terms of a Notice of Voluntary Merger dated March 22, 2007 and recorded December 16, 2009 in Book 1755, Page 28.

**Tract 2: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract or parcel of land situated in Croydon, County of Sullivan and State of New Hampshire and shown as Parcel A on a plan entitled "PROPERTY TO BE ANNEXED FROM LAND OF GERARD AND MARILY BOURQUE TO THE PROPERTY OF WILLIAM B. RUGER, JR." drawn by Clayton Platt, LLS, approved by the Croydon Planning Board on October 2, 2000 and recorded in Pocket 7, Folder 1, No. 24, Plan File 4, bounded and described as follows:

Beginning at an iron rod set in the ground at the Northerly corner of the premises from which Parcel A is being annexed and running North 52° 10' 25" West, 216.54 feet to an iron pipe;

North 37° 25' East, 168.7 feet, more or less, to an iron pipe, the previous 2 courses being along land now or formerly of Gould;

North 37° 25' East, 161.2 feet, more or less, along land now or formerly of Archambault, to an iron pipe;

North 50° 43' West, 1,945 feet, more or less, along the Lurvey Lot to a corner of wire fences;

South 40° 5' West, 1,800 feet, more or less, along the Draper Lot to an iron road at a three stone pile;

South 50° 31' East, 522.9 feet to an iron rod at a stone pile;

Following a stone wall in a general Northeasterly direction 950 feet, more or less, to a corner of stone walls, the tie line for this course being North 54° 45' East 937 feet, more or less;

South 50° 32' East, 1,740 feet, more or less, to an iron rod at a corner of stone walls, the previous 3 courses being along land to which Parcel A is being annexed;

North 37° 28' 15" East, 293.63 feet along a stone wall and land now or formerly of Norris to an iron rod;

North 48° 41' 36" West, 312.05 feet to an iron rod;

North 39° 55' 31" East, 277.46 feet to the point of beginning, the previous 2 courses being along the land now or formerly of Bourque from which Parcel A is annexed.

Meaning and intending to describe the same premises conveyed to William B. Ruger, Jr. by deed of Marilyn F. Bourque and Gerard E. Bourque dated October 23, 2000 and recorded in Book 1238, Page 369.

Tract 2 is SUBJECT TO:

1. Current Use Taxation Lien in favor of the Town of Croydon dated March 14, 2007, approved July 28, 2009 and recorded in Book 1739, Page 853.
2. Current Use Taxation Lien in favor of the Town of Croydon, recorded in book 705, Page 355.
3. Utility easement to Public Service Company of New Hampshire dated October 18, 1947 and recorded in Book 319, Page 188.
4. Utility Easement by Atkinson-Davis to Public Service Company of New Hampshire, recorded in Book 426, Page 9, as affected by the deed to Public Service Company of New Hampshire recorded in Book 424, Page 480.
5. Terms of a Notice of Voluntary Merger dated March 22, 2007 and recorded December 16, 2009 in Book 1755, Page 28.
6. Such state of facts as shown on a plan of land entitled "Plan of Annexation, Property to be Annexed from Land of Gerard and Marilyn Bourque to Property of William B. Ruger,

Jr., located in Croydon, N.H.”, drawn by Clayton E. Platt, L.L.S., Pennyroyal Hill Land Surveying & Forestry, dated September, 2000 and recorded in Pocket 7, Folder 1, No. 24, Plan File 4.

**Tract 3: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract or parcel of land situated in Croydon, County of Sullivan, State of New Hampshire, as shown as Parcel A on a plan entitled “Plan of Annexation, Property to be Annexed from Land of Chrestien M. Charlebois and Donna L. Charlebois to Property of William B. Ruger, Jr.”, drawn by Clayton E. Platt, LLS dated November, 1998, approved by the Croydon Planning Board December 7, 1998 and recorded in Planfile 4, Pocket 6, Folder 1, Number 10, bounded and described as follows:

Beginning at an iron plug in a drill hole set in a stone wall, said plug being the easterly corner of the premises described herein and the northerly corner of property now or formerly of Charlebois from which parcel A is being Annexed;

South 34° 03’ West, 490.18 feet along said Charlebois property to an iron plug in a drill hole in a stone wall;

North 59° 49’ West, 609.59 feet along a stone wall to a point;

North 59° 72’ West, 1,205.97 feet to a point in a beaver pond, the previous two courses being along the Croydon/Newport Town Line and other land of William B. Ruger, Jr.;

Following a blazed line North 39° 59’ East 771.32 feet to a three-quarter inch iron rod at a three stone pile, said iron rod being the northerly corner of Parcel A;

South 50° 31’ East, 522.88 feet along the Fletcher Lot to an iron rod set in a stone pile;

South 50° 07’ East, 112.66 feet to a drill hole at the end of a stone wall;

South 50° 47’ East, 636.07 feet to a point in a stone wall;

South 49° 55’ East, 468.35 feet to the point of beginning, the previous two courses being along a stone wall and the previous three courses being along the Draper Lot to which Parcel A is being annexed.

Meaning and intending to describe the same premises conveyed to William B. Ruger, Jr. by deed of Donna Roberts f/k/a Donna L. Charlebois and Chrestien M. Charlebois dated January 28, 1999 and recorded in Book 1179, Page 269.

Tract 3 is SUBJECT TO:

1. Current Use Taxation Lien in favor of the Town of Croydon dated March 21, 1993, approved September 8, 1993 and recorded in Book 1031, Page 607.
2. Current Use Taxation Lien in favor of the Town of Croydon dated April 21, 1999, approved July 24, 1999 and recorded in Book 1201, Page 422.
3. Current Use Taxation Lien in favor of the Town of Croydon dated March 14, 2007, approved July 28, 2009 and recorded in Book 1739, Page 853.

4. Terms of a Notice of Voluntary Merger dated March 22, 2007 and recorded December 16, 2009 in Book 1755, Page 28.
5. Such state of facts as shown on a plan entitled "Plan of Annexation, Property to be Annexed from Land of Chrestien M. Charlebois and Donna L. Charlebois to Property of William B. Ruger, Jr.", drawn by Clayton E. Platt, LLS dated November, 1998, approved by the Croydon Planning Board December 7, 1998 and recorded in Planfile 4, Pocket 6, Folder 1, Number 10.

**Tract 4: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows;

Beginning at a corner on the southerly side of the highway leading from Brighton to the Alfred Ward place, so-called and running South 16 rods 5 links, more or less, to a corner on land now or formerly of Francis Dodge;

South 54° East 126 rods, more or less, on line of land now or formerly of said Dodge, to a corner on the westerly side of the highway leading from Brighton to the Francis Dodge place, so-called;

North 34° East, 34 rods, more or less, on the westerly side of said highway to a corner;

Crossing said highway South 51 1/4 ° East, 50 rods, more or less, on land of said Dodge to a corner;

South 34° East, 9 rods, more or less, on land of said Dodge to a corner;

South 53° East, 94 rods, more or less, on land of said Dodge and land of Sylvester Walker to a corner on land of Melvin Fletcher;

North 38° 10' East, 96 rods on land of said Fletcher to the southerly side of the highway leading from Croydon Flat to Brighton;

Northerly on the southerly side of said highway to a corner on the southerly side of the highway leading from Brighton to the Alfred Ward Place;

On the southerly side of the highway last mentioned to the bound begun at.

Excepting from this conveyance 10 acres of land, more or less, bounded and described as follows:

Beginning at the intersection of the two highways opposite the Brighton Station, so called;

Southerly on the easterly side of the highway leading to the farm now or formerly of Francis Dodge 42 rods, more or less, to a stake and stones;

Easterly 44 rods, more or less, to an old stone wall;

Northerly on said wall 36 rods, more or less, to the southerly side of the highway leading from Croydon Flat to Brighton;

Northwesterly on the southerly side of said highway 36 rods, more or less, to the bound begun at.

Also, excepting the premises described in a deed of Nichols to Clarence H. Martin, bounded and described as follows:

Beginning at a stake and stones on the southerly side of the highway leading from the Brighton District, so-called to the Alfred Ward Place, so called;  
Westerly on said highway to land formerly of Francis Dodge;  
Southerly and easterly along line of land now or formerly of said Dodge to a stake and stones at the corner;  
Northerly in a straight line to the place of beginning.

Meaning and intending to describe the premises described as "Tract 1" in the deed of David J. Ferrari, Chapter 11 Trustee of the Estate of Freeport Development, Inc., to William B. Ruger, Jr., dated February 25, 1997 and recorded in Book 1112, Page 463.

Tract 4 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon dated April 12, 1999 and recorded in Book 1187, Page 206.
2. Current Use Taxation Lien to the Town of Croydon dated April 10, 2003, approved July 14, 2003 and recorded in Book 1385, Page 504.
3. Such state of facts as shown on a plan entitled "Martin, Leavitt, Fletcher, Lurvey & Miller Lots, Croydon, N.H." by Walter F. Breckenridge, L.L.S. drawn in 1957 depicting 370 acres of the subject premises, which plan was unofficially filed with the Registry of Deeds "for informational purposes" as Plan File 2, No. 26.

**Tract 5: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows;

Beginning at a stake and stones on the southerly side of the highway leading from the Brighton District, so-called, to the Alfred Ward place, so-called and running Westerly on said highway to land formerly of Francis Dodge;  
Southerly and Easterly along line of land now or formerly of said Dodge to a stake and stone at the corner;  
Northerly in a straight line to the place of beginning.

Meaning and intending to describe the premises described as "Tract 2" in the deed of David J. Ferrari, Chapter 11 Trustee of the Estate of Freeport Development, Inc., to William B. Ruger, Jr., dated February 25, 1997 and recorded in Book 1112, Page 463.

Tract 5 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon dated April 12, 1999 and recorded in Book 1187, Page 206.
2. Current Use Taxation Lien to the Town of Croydon dated April 10, 2003, approved July 14, 2003 and recorded in Book 1385, Page 504.
3. Such state of facts as shown on a plan entitled "Martin, Leavitt, Fletcher, Lurvey & Miller Lots, Croydon, N.H." by Walter F. Breckenridge, L.L.S. drawn in 1957 depicting 370 acres of the subject premises, which plan was unofficially filed with the Registry of Deeds "for informational purposes" as Plan File 2, No. 26.

**Tract 6: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows;

Beginning at the Four Corners between the Melvin Fletcher and Peter Hurd places and running Westerly on the highway to land now or formerly of said Fletcher;  
Southerly on land now or formerly of said Fletcher about 60 rods;  
Westerly on land of said Fletcher and the Spaulding place to land of the Didge place, so-called;  
Southerly on land of said Dodge place to land formerly owned by Orrin Kibbey;  
Easterly by land now or formerly of said Kibbey and Fletcher to the highway;  
Northerly on said highway to the first mentioned bound, or Four Corners.

Excepting and reserving the buildings on said premises with the fields about the same, bounded and described as follows:

Commencing at a stake and stones on the highway leading from Northville to Central Station, which stake is set on the line between the wood land and tillage land;  
Westerly on the line of woods to a point where the fields corner;  
Continuing the line through the woods to a wire fence on a wall;  
Southerly on said fence to land of the said Fletcher;  
Easterly on said Fletcher land to said highway;  
On said highway Northerly to the stake and stones begun at.

Meaning and intending to describe the premises described as "Tract 3" in the deed of David J. Ferrari, Chapter 11 Trustee of the Estate of Freeport Development, Inc., to William B. Ruger, Jr., dated February 25, 1997 and recorded in Book 1112, Page 463.

Tract 6 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon dated April 12, 1999 and recorded in Book 1187, Page 206.

2. Current Use Taxation Lien to the Town of Croydon dated April 10, 2003, approved July 14, 2003 and recorded in Book 1385, Page 504.
3. Such state of facts as shown on a plan entitled "Martin, Leavitt, Fletcher, Lurvey & Miller Lots, Croydon, N.H." by Walter F. Breckenridge, L.L.S. drawn in 1957 depicting 370 acres of the subject premises, which plan was unofficially filed with the Registry of Deeds "for informational purposes" as Plan File 2; No. 26.

**Tract 7: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows;

Bounded on the North by the highway leading from Fletcher's Corner, so-called, to Brighton Gate;  
On the West by land formerly of Amos Spaulding;  
On the South and East by land formerly of Dexter S. Freeto now or formerly of Glenn Lurvey.

Meaning and intending to describe the premises described as "Tract 4" in the deed of David J. Ferrari, Chapter 11 Trustee of the Estate of Freeport Development, Inc., to William B. Ruger, Jr., dated February 25, 1997 and recorded in Book 1112, Page 463.

Tract 7 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon dated April 12, 1999 and recorded in Book 1187, Page 206.
2. Current Use Taxation Lien to the Town of Croydon dated April 10, 2003, approved July 14, 2003 and recorded in Book 1385, Page 504.
3. Such state of facts as shown on a plan entitled "Martin, Leavitt, Fletcher, Lurvey & Miller Lots, Croydon, N.H." by Walter F. Breckenridge, L.L.S. drawn in 1957 depicting 370 acres of the subject premises, which plan was unofficially filed with the Registry of Deeds "for informational purposes" as Plan File 2, No. 26.

**Tract 8: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows;

Beginning at the intersection of the North Newport Road and the road leading to Brighton at a stake and stones;  
Northerly on the Brighton Road to a stake and stones at land formerly of Morrison;  
Westerly on land of Morrison to land of Miller;  
Southerly on land of Miller to the highway leading to Miller's house;  
Easterly to the point of beginning.

Meaning and intending to describe the premises described as "Tract 5" in the deed of David J. Ferrari, Chapter 11 Trustee of the Estate of Freeport Development, Inc., to William B. Ruger, Jr., dated February 25, 1997 and recorded in Book 1112, Page 463.

Tract 8 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon dated April 12, 1999 and recorded in Book 1187, Page 206.
2. Current Use Taxation Lien to the Town of Croydon dated April 10, 2003, approved July 14, 2003 and recorded in Book 1385, Page 504.
3. Such state of facts as shown on a plan entitled "Martin, Leavitt, Fletcher, Lurvey & Miller Lots, Croydon, N.H." by Walter F. Breckenridge, L.L.S. drawn in 1957 depicting 370 acres of the subject premises, which plan was unofficially filed with the Registry of Deeds "for informational purposes" as Plan File 2, No. 26.

**Tract 9: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows;

Beginning at land now or formerly of one Fletcher and running Northerly on land of Fletcher to a stone wall;  
Easterly on line of stone wall to land now or formerly of Miller;  
Southerly on land of Miller to a stone wall;  
Westerly on the wall to the place of beginning.

Meaning and intending to describe the premises described as "Tract 6" in the deed of David J. Ferrari, Chapter 11 Trustee of the Estate of Freeport Development, Inc., to William B. Ruger, Jr., dated February 25, 1997 and recorded in Book 1112, Page 463.

Tract 9 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon dated April 12, 1999 and recorded in Book 1187, Page 206.
2. Current Use Taxation Lien to the Town of Croydon dated April 10, 2003, approved July 14, 2003 and recorded in Book 1385, Page 504.
3. Such state of facts as shown on a plan entitled "Martin, Leavitt, Fletcher, Lurvey & Miller Lots, Croydon, N.H." by Walter F. Breckenridge, L.L.S. drawn in 1957 depicting 370 acres of the subject premises, which plan was unofficially filed with the Registry of Deeds "for informational purposes" as Plan File 2, No. 26.

**Tract 10: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16 and by the Town of Newport as Tax Map \_\_, Lot \_\_)**

A certain tract of land situated partly in Croydon and partly in Newport, County of Sullivan, State of New Hampshire, bounded and described as follows;

Beginning at a point in the line between the Towns of Newport and Croydon, being a post located at the end of a stone wall on the westerly side of North Newport Road, so-called;

Southerly by the Westerly line of said Road to a post in the stone wall at land now or formerly of Edgell;

By stone walls and land now or formerly of said Edgell westerly, southerly, easterly, southerly, easterly, and southerly to a post in a stone wall at land now or formerly of Huneven;

N 59° 15' W by land of said Huneven and a stone wall and wire fence 116 rods, more or less, to a point;

Southerly by land of Huneven to the Smith Lot, so-called, now or formerly of the Atkinson Davis Corp.;

N 61° 30' W by a stone wall and wire fence 80 rods 10 links, more or less, to a point;

N 13° E 46 rods, more or less, to a point marked by a 16 inch hemlock tree;

N 41° 30' W 33 rods 9 links, more or less, by a wire fence to a corner in the fence;

N 41° 40' W 58 rods, more or less, to an iron pin at the Barret Lot, so-called, now or formerly of the Atkinson Davis Corp.;

N 15° E by said Barrett Lot 103 rods, more or less, to a post;

N 56° 15' W, still by said Barrett Lot 88 rods 13 links, more or less, to a birch tree;

S 13° W, still by said Barrett Lot, 68 rods 11 links, more or less, to a post by a large maple tree;

S 15° 45' W 99 rods, more or less, to a post at the end of a short wall in the northeasterly line of the Cornish Turnpike, so-called;

Northwesterly by the northeasterly line of said Cornish Turnpike 124 rods 20 links, more or less, to the Gould Lot, so-called, now or formerly of the Atkinson Davis Corp.;

N 11° 30' E 133 rods 6 links, more or less, by said Gould Lot to an iron pin;

N 13° 30' E, still by said Gould Lot, 84 rods, 16 links, more or less, to a point;

N 55° W by said Gould Lot 100 rods 15 links, more or less, to a point;

S 15° W by said Gould Lot 11 rods, more or less, to a point;

N 62° 30' W by said Gould Lot 114 rods 15 links, more or less, to a point;

S 10° 45' W by said Gould Lot 16 rods 13 links, more or less, to a beech tree;

N 62° 30' W 90 rods, more or less, to a corner in a stone wall;

S 12° 30' W 28 rods 15 links, more or less, to a post at the northeasterly line of Cornish Turnpike, so-called;

By the northeasterly line of said Cornish Turnpike 63 rods 18 links, more or less, to an intersection with another road;

On the same line a distance of 52 rods, more or less, to a post;

S 78° E a distance of 49 rods 18 links to a point in the northerly line of the last mentioned road;

Crossing said road to the southerly line thereof;

Northeasterly by the southerly line of said road to a point in the line between the towns of Croydon and Newport at land now or formerly of Harding;

S 57° E 50 rods 11 links by land of said Harding to a post;  
 N 09° E by land of said Harding 64 rods, more or less, to a post in the southerly line of  
 said road;  
 Northeasterly and easterly by said highway to a stone wall at the Sichel Lot, so-called,  
 now or formerly of the Atkinson Davis Corp.;  
 Southerly by a stone wall to its intersection with a wire fence;  
 S 50° E 72 rods, more or less, to a post;  
 S 34° W 115 rods 20 links, more or less, to a corner at the end of a wall;  
 S 59° 45' E 111 rods 16 links, more or less, to a point;  
 S 60° E 59 rods, more or less, to a birch tree (said last two courses being by the line  
 between the towns of Croydon and Newport);  
 N 14° 13' E 82 rods, more or less, to a blazed hemlock tree;  
 N 57° E 14 rods, more or less, to a point;  
 N 41° E 4 rods, more or less, to a point;  
 N 33° 30' E 7 rods 11 links, more or less, to a point;  
 N 36° 30' E 11 rods 3 links, more or less, to a point;  
 S 70° E 17 rods, more or less to a point;  
 N 38° E 21 rods 3 links, more or less, to a point;  
 S 52° E 92 rods, more or less, to a point;  
 N 20° E 47 rods 20 links, more or less, to a corner in a stone wall at land now or formerly  
 of Davis & Symonds Lumber Co. (said last 14 courses being by said Sichel Lot);  
 S 52° 45' E by land of said Davis & Symonds Lumber Co. 104 rods 4 links, more or less,  
 to a stake and stones at the Fletcher lot, so-called, now or formerly owned by Tri-State Timber  
 Corp.;  
 S 38° 45' W 155 rods 5 links, more or less by said Fletcher Lot and the Glebe Lot, so-  
 called, to a post in the bog on the line between the towns of Croydon and Newport;  
 By said town line and in part by a stone wall to the point of beginning.

Meaning and intending to describe the premises described as "Tract 7" in the deed of  
 David J. Ferrari, Chapter 11 Trustee of the Estate of Freeport Development, Inc., to William B.  
 Ruger, Jr., dated February 25, 1997 and recorded in Book 1112, Page 463.

Tract 10 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon dated April 12, 1999 and recorded in Book 1187, Page 206.
2. Current Use Taxation Lien to the Town of Croydon dated April 10, 2003, approved July 14, 2003 and recorded in Book 1385, Page 504.
3. Such state of facts as shown on a plan entitled "Martin, Leavitt, Fletcher, Lurvey & Miller Lots, Croydon, N.H." by Walter F. Breckenridge, L.L.S. drawn in 1957 depicting 370 acres of the subject premises, which plan was unofficially filed with the Registry of Deeds "for informational purposes" as Plan File 2, No. 26.

4. Utility easement dated August 22, 1966 and recorded in Book 426, Page 4, as conveyed to Public Service Company of New Hampshire by instrument recorded in Book 424, Page 480.

**Tract 11: (Shown by the Town of Croydon as part of Tax Map 14, Lot 16)**

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, on the westerly side of the North Newport Road, so-called, and bounded and described as follows;

Beginning at a post on the northerly line of said road at the northeasterly corner of the Glebe Lot, so-called and running northwesterly by said Glebe Lot and a stone wall at a stake and stones near a large rock at land known as the Fletcher Lot, now or formerly of Tri-State Timber Corp.;

Northeasterly by said Fletcher Lot and a stone wall to a corner in the wall;  
S 50° 30' E by said Fletcher Lot and a stone wall 133 rods 4 links, more or less, to a post in the northerly line of the North Newport Road;  
Southwesterly by said North Newport Road to the point of beginning

Meaning and intending to describe the premises described as "Tract 8" in the deed of David J. Ferrari, Chapter 11 Trustee of the Estate of Freeport Development, Inc., to William B. Ruger, Jr., dated February 25, 1997 and recorded in Book 1112, Page 463.

Tract 11 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon dated April 12, 1999 and recorded in Book 1187, Page 206.
2. Current Use Taxation Lien to the Town of Croydon dated April 10, 2003, approved July 14, 2003 and recorded in Book 1385, Page 504.
3. Such state of facts as shown on a plan entitled "Martin, Leavitt, Fletcher, Lurvey & Miller Lots, Croydon, N.H." by Walter F. Breckenridge, L.L.S. drawn in 1957 depicting 370 acres of the subject premises, which plan was unofficially filed with the Registry of Deeds "for informational purposes" as Plan File 2, No. 26.
4. Utility easement dated August 22, 1966 and recorded in Book 426, Page 4, as conveyed to Public Service Company of New Hampshire by instrument recorded in Book 424, Page 480.

**Tract 12: (Shown by the Town of Newport as Tax Map 211, Lot 24)**

A certain tract of land, with any improvements thereon, situated in Newport, County of Sullivan and State of New Hampshire, shown as Lot 2 on a plan entitled "Survey of W. Umbrecht Land, Old Cornish Tnp., North Newport, New Hampshire: by Clifford P. Richer, Land Surveyor, dated July, 1986, approved by the Newport Planning Board on October 20, 1986 and recorded at Pocket 12, Folder 1, Number 16 of Planfile 2 of the Sullivan County Registry of Deeds.

Meaning and intending to describe the same premises conveyed to William B. Ruger, Jr., by deed of Denmurph, Inc., dated November 8, 2010 and recorded in book 1787, Page 53.

Tract 12 is SUBJECT TO:

1. Current Use Taxation Liens in favor of the Town of Newport recorded in Book 593, Page 23 and Book 617, Page 191, both under the names of Wallace Umbrecht and Barbara Umbrecht.
2. Such state of facts as shown on a plan entitled "Survey of W. Umbrecht Land, Old Cornish Tnp., North Newport, New Hampshire: by Clifford P. Richer, Land Surveyor, dated July, 1986, approved by the Newport Planning Board on October 20, 1986 and recorded at Pocket 12, Folder 1, Number 16 of Planfile 2 of the Sullivan County Registry of Deeds.

**Tract 13: (Shown by the Town of Newport as Tax Map 206, Lot 5**

A certain tract or parcel of land, with any improvements thereon, situated in Newport, County of Sullivan and State of New Hampshire, being shown as Parcel A on a certain survey plan entitled "Plan of Annexation, Land to be Annexed from Tax Map 211-31, 18 Fletcher Road, Property of William M. and Marie Raineault to Tax Map 206, Lot 6 – "Brighton Woods", Property of William B/ Ruger, Jr.", drawn by Clifford P. Richer, L.L.S., dated April 29, 2013 and recorded in Drawer 3, Plan No. 247, bounded and described as follows:

Beginning at an iron rod set in a stone wall on the northwesterly edge of the right of way for Fletcher Road, so-called, said point of beginning being the northeasterly corner of other land of William M. and Marie A. Raineault, and being the southeasterly corner of the premises described here and running North 71° 39' 19" West 425.99 feet to an iron rod;

South 86° 28' 16" West 341.93 feet to an iron pipe;

North 56° 50' 19" West 444.64 feet to an iron rod set near the easterly edge of a woods road;

North 56° 50' 19" West 40 feet, more or less, to the thread of a brook at other land of William B. Ruger, Jr., the previous 4 courses have been against other land of said Rainealts;

In a generally northerly direction along the thread of said brook and against said Ruger land for a distance of 600 feet, more or less, to a point in the thread of said brook which is South 60° 04' 24" East 12.5 feet, more or less, from an iron pipe, said point being at land of Diane Callum;

South 60° 04' 24" East 1,420.62 feet partly along stone walls and against said Callum land to an iron pipe set in the Southeasterly end of a stone wall on the northwesterly edge of the right of way for said Fletcher Road;

South 16° 06' 05" West 230.67 feet, mostly along a stone wall and along the Northwesterly edge of the right of way for said Fletcher Road to the point of beginning.

Meaning and intending to describe the same premises conveyed to William B. Ruger, Jr. by deed of William M. Raineault and Marie A. Raineault dated June 28, 2013 and recorded in Book 1886, Page 190.

Tract 13 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Newport dated July 29, 1977 and recorded in Book 593, Page 23.
2. Current Use Taxation Lien to the Town of New port dated September 5, 1978 and recorded in Book 617, Page 191.
3. Rights of way conveyed from Atkinson-Davis Corp. to Virginia R. Anderson by deed dated November 11, 1976 and recorded in Book 580, Page 399 and as described in the instrument recorded in Book 319, Page 465.
4. Rights of way and rights to draw water and relay or repair pipes as described in the deed of Virginia R. Anderson to Atkinson-Davis Corp., date January 19, 1977 and recorded in Book 583, Page 441.
5. Such state of facts as shown on a plan of land entitled "Plan of Annexation, Land to be Annexed from Tax Map 211-31, 18 Fletcher Road, Property of William M. and Marie Raineault to Tax Map 206, Lot 6 – "Brighton Woods", Property of William B. Ruger, Jr.", drawn by Clifford P. Richer, L.L.S., dated April 29, 2013 and recorded in Drawer 3, Plan No. 247.

**Tract 14: (Shown by the Town of Croydon as part of Tax Map 7, Lot 318)**

A certain tract or parcel of land situated in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows:

Beginning at a wall corner on the Easterly side of Croydon Turnpike at the Northwest corner of The Pine Tree Casting Corporation's "Beliveau Lot", so-called and running S 55° E 455 feet, more or less, to a corner at or near a cherry tree;

N 35° E, 227 feet, more or less, to a corner;

S 55° E 268 feet, more or less to a wall corner;

N 82° E 28 feet, more or less to a wall corner;

S 55° E 132 feet, more or less, to a wall corner, the last 5 courses being along said "Beliveau Lot";

N 20° E, 320 feet, more or less, following a wall to a wall corner;

N 3° W 100 feet, more or less, to an iron pin on the Easterly side of a wood road opposite a cellar hole;

Northerly along the Easterly side of said wood road 1,830 feet, more or less, to an iron pin by a 14" hemlock tree;

N 23° E 1,400 feet, more or less to an iron pin by a 14" poplar tree on the Southerly side of Burr Road, the last 4 courses being along land now or formerly of Stoddard;

Westerly along the Southerly side of Burr Road 608 feet, more or less, to an iron pin at the Northeast corner of The Pine Tree Castings Corporation's "Lavoie Lot";

S 18° W 1,630 feet, more or less, to a stone monument near the end of a wall;

N 55° W 624 feet, more or less, following a wall to a wall corner on the Easterly side of Croydon Turnpike, the last 2 courses being along said "Lavoie Lot";

Southerly along the Easterly side of Croydon Turnpike 2062 feet, more or less, to the point of beginning.

Meaning and intending to describe Tract 9 in the deed from Sturm, Ruger & Company, Inc., to William B. Ruger, Jr., dated March 5, 2007 and recorded in Book 1629, Page 522.

Tract 14 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon recorded in Book 705, Page 355.
2. Such state of facts as shown on a plan of land entitled "Kenneth P. Stoddard Lot, Croydon, N.H., Scale: 1"=250', drawn by Walter F. Breckenridge, L.S., dated September, 1968 and recorded as Planfile 2, Number 44.

**Tract 15: (Shown by the Town of Croydon as part of Tax Map 7, Lot 318)**

A certain tract or parcel of land situated in Croydon, County of Sullivan, State of New Hampshire, known as the Angell farm and bounded and described as follows:

Bounded on the North by land now or formerly of Edgar W. Davis and the highway known as Burr Brook Road;

On the East by land formerly owned by Daniel Ide and land formerly owned by Sarah J. Call;

On the South by land now or formerly of Pembroke Call and land now or formerly of Elizabeth A. Carroll; and

On the West by the old Croydon Turnpike and land now or formerly of Edgar W. Davis.

Excepting and reserving the tract of land conveyed by Kenneth P. Stoddard and Pauline H. Stoddard to The Pine Tree Castings Corporation by deed dated June 2, 1969 and recorded in Book 474, Page 414 of the Sullivan County Registry of Deeds.

Meaning and intending to describe Tract 9A in the deed from Sturm, Ruger & Company, Inc., to William B. Ruger, Jr., dated March 5, 2007 and recorded in Book 1629, Page 522.

Tract 15 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon recorded in Book 705, Page 355.
2. Such state of facts as shown on a plan of land entitled "Kenneth P. Stoddard Lot, Croydon, N.H., Scale: 1"=250", drawn by Walter F. Breckenridge, L.S., dated September, 1968 and recorded as Planfile 2, Number 44.

**Tract 16: (Shown by the Town of Croydon as Tax Map 7, Lot 320)**

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows:

Northerly by the "Burr Brook Road", so-called;  
Easterly by land formerly of George Angell, but now or formerly of Henry J. Sawyer;  
Southerly by said Sawyer land;  
Westerly by the highway, known as the Croydon Turnpike leading from Croydon Four Corners to Lebanon.

Meaning and intending to describe Tract 10 in the deed from Sturm, Ruger & Company, Inc., to William B. Ruger, Jr., dated March 5, 2007 and recorded in Book 1629, Page 522.

Tract 16 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon recorded in Book 705, Page 355.
2. Such state of facts as shown on a plan of land entitled "Kenneth P. Stoddard Lot, Croydon, N.H., Scale: 1"=250", drawn by Walter F. Breckenridge, L.S., dated September, 1968 and recorded as Planfile 2, Number 44.

**Tract 17: (Shown by the Town of Grantham as part of Tax Map 231, Lot 2)**

A certain tract or parcel of land situated in Grantham, County of Sullivan, State of New Hampshire, and known as the Dunbar Lot, bounded and described as follows:

Beginning at the southwest corner of land now or formerly of Perley Walker and Daniel Ide and running westerly on land of said Ide and land now or formerly of Lucy Crooker to land formerly of Van Buren Carroll;  
Northerly on said Carroll land formerly owned by Richard Howard to leased land now or formerly of the Town of Grantham;  
Easterly on said Carroll land to land now or formerly of said Walker;  
Southerly on land of said Walker to the first mentioned bound.

ALSO, another tract of land situated in Grantham, County of Sullivan, State of New Hampshire, and being known as the Carroll or Upham Lot, and bounded and described as follows:

Westerly by the "Turnpike Road", so-called;  
North by the Richard Howard place, so-called;  
East by Currier place, so-called and  
South by the Daniel Stone farm, so-called.

Meaning and intending to describe Tract 11 in the deed from Sturm, Ruger & Company, Inc., to William B. Ruger, Jr., dated March 5, 2007 and recorded in Book 1629, Page 522.

Tract 17 is SUBJECT TO:

1. Such state of facts, including, but not limited to the abandoned road, as shown on a plan of land entitled "Property of Pine Tree Castings Corp.", Grantham, N.H., Scale: 1"=250', drawn by Walter F. Breckenridge, L.S., dated October, 1968 and recorded as PlanFile 4, Number 1301.
- 2.

**Tract 18: (Shown by the Town of Grantham as part of Tax Map 231, Lot 2)**

A certain tract of land situated in Grantham, County of Sullivan, State of New Hampshire, bounded and described as follows:

Beginning at a corner on the Easterly side of Croydon Turnpike, so-called, on land now or formerly of one Thornton and running Southeast  $55\frac{1}{2}^{\circ}$  East, 75 rods, more or less, to a corner on land now or formerly of George W. Dunbar;  
Northeast  $47\frac{1}{2}^{\circ}$  East, on land of said Dunbar to an old abandoned highway;  
Westerly by the Northerly side of said abandoned highway to the said Turnpike;  
Southerly along said turnpike to the bound begun at.

Meaning and intending to describe Tract 12 in the deed from Sturm, Ruger & Company, Inc., to William B. Ruger, Jr., dated March 5, 2007 and recorded in Book 1629, Page 522.

Tract 18 is SUBJECT TO:

3. Such state of facts, including, but not limited to the abandoned road, as shown on a plan of land entitled "Property of Pine Tree Castings Corp.", Grantham, N.H., Scale: 1"=250', drawn by Walter F. Breckenridge, L.S., dated October, 1968 and recorded as PlanFile 4, Number 1301.
4. Rights of the Town of Grantham, Edwin G. Eastman and any others entitled thereto in an abandoned highway.

**Tract 19: (Shown by the Town of Grantham as part of Tax Map 231, Lot 2 and by the Town of Croydon as Tax Map 3, Lot 324)**

A certain tract of land situated in the Towns of Croydon and Grantham, County of Sullivan, State of New Hampshire, bounded and described as follows:

Beginning at a stone wall at the Northeast corner of land now or formerly of George W. Dunbar, in the Town of Grantham and running southerly by a discontinued highway to the road leading from Croydon East Village to the old Croydon Turnpike;

Westerly by said highway to the old Turnpike;

Northerly by the old Turnpike road to the Southwest corner of land now or formerly of Heath heirs;

Easterly by said Heath heirs' land and land now or formerly of Perley Walker and land now or formerly of George W. Dunbar to the point of beginning.

Meaning and intending to describe Tract 21 in the deed from Sturm, Ruger & Company, Inc., to William B. Ruger, Jr., dated March 5, 2007 and recorded in Book 1629, Page 522.

Tract 19 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon recorded in Book 705, Page 355.
2. Such state of facts as shown on a plan of land entitled "Kenneth P. Stoddard Lot, Croydon, N.H., Scale: 1"=250', drawn by Walter F. Breckenridge, L.S., dated September, 1968 and recorded as Planfile 2, Number 44.
3. Current Use Taxation Lien recorded in Book 1579, Page 479.
4. Such state of facts as shown on a plan of land entitled "Frey, Carr & Forehand Lots, Croydon & Grantham, N.H.", Scale: 1"=24 rods, 1000 acres, drawn by W.F. Breckenridge, dated 1956 and recorded as Planfile 2, Number 23.

**Tract 20: (Shown by the Town of Croydon as Tax Map 7, Lot 325)**

A certain tract or parcel of land situated in Croydon, County of Sullivan, State of New Hampshire, and shown as Tax Map 7, Lot 325, including Parcel A, on a plan entitled "One Beliveau Place – Croydon Turnpike, Plan of Annexation and Boundary Line Agreement, To Be Conveyed from Tax Map 7, Lot 317, Property of William B. Ruger, Jr., To Be Conveyed to Tax Map 7, Lot 325, Property of William B. Ruger, Jr., located in Croydon, N.H.", drawn by Pennyroyal Hill Land Surveying & Forestry, LLC, dated June 27, 2016 and recorded in Plan Drawer 5, Number 57.

Meaning and intending to describe a portion of Tract 8 and all of Tract 22 in the deed from Sturm, Ruger & Company, Inc., to William B. Ruger, Jr., dated March 5, 2007 and recorded in Book 1629, Page 522.

Tract 20 is SUBJECT TO:

1. Current Use Taxation Lien to the Town of Croydon recorded in Book 705, Page 355.
2. Such state of facts as shown on a plan of land entitled "Kenneth P. Stoddard Lot, Croydon, N.H., Scale: 1"=250', drawn by Walter F. Breckenridge, L.S., dated September, 1968 and recorded as Planfile 2, Number 44.
3. Such state of facts as shown on a plan of land entitled "Stoddard Land, Croydon, N.H.", Scale: 1"=200', 160.8 acres, drawn by Walter F. Breckenridge, dated October 31, 1977 and recorded in Planfile 2, Number 61.
4. Terms of a Boundary Line Agreement between William B. Ruger, Jr. and Robert C. Williams and Brenda G. Williams dated May 18, 2016 and recorded in Book 1975, Page 65
5. Such state of facts as shown on a plan of land entitled "Plan of Standard Property Survey and Boundary Line Agreement, Property of Carolyn Vogel, located in Croydon, N.H.", drawn by Pennyroyal Hill Land Surveying & Forestry, LLC, dated March 30, 2016 and recorded in Plan Drawer 5, Number 63.
6. Such state of facts as shown on a plan of land entitled "Property of Pine Tree Castings Corporation, Beliveau Lot, Croydon, N.H.", Scale: 1"=200', drawn by Walter F. Breckenridge, Surveyor, dated Oct., 1968, and recorded in Planfile 2, Page 40.
7. Such state of facts as shown on a plan of land entitled "One Beliveau Place – Croydon Turnpike, Plan of Annexation and Boundary Line Agreement, To Be Conveyed from Tax Map 7, Lot 317, Property of William B. Ruger, Jr., To Be Conveyed to Tax Map 7, Lot 325, Property of William B. Ruger, Jr., located in Croydon, N.H.", drawn by Pennyroyal Hill Land Surveying & Forestry, LLC, dated June 27, 2016 and recorded in Plan Drawer 5, Number 57.

**Tract 21: (Shown by the Town of Croydon as Tax Map 7, Lot 212)**

A certain tract or parcel of land situated in Croydon, County of Sullivan, State of New Hampshire, near the Croydon Turnpike on the West side of Ash Swamp Brook, bounded and described as follows:

On the West by land, now or formerly of the Hackwell Lumber Company;  
 On the East by Ash Swamp Brook;  
 On the South by land, more or formerly of Krzckowski;  
 On the North by land, now or formerly, of the Hackwell Lumber Company.

Meaning and intending to describe Tract 26 in the deed from Sturm, Ruger & Company, Inc., to William B. Ruger, Jr., dated March 5, 2007 and recorded in Book 1629, Page 522.

Tract 21 is SUBJECT TO:

1. Such state of facts as shown on a plan of land entitled "Property of David H. Locke, Croydon, N.H.", Scale: 1"=200', 65 Acres, drawn by Walter F. Breckenridge, dated February 1, 1978 and recorded in Planfile 2, Number 63.

**Tract 22: (Shown by the Town of Croydon as Tax Map 7, Lots 591 and 335)**

Four certain parcels of land, situated in Croydon, County of Sullivan, State of New Hampshire, being known as the "Frye Lot", so-called, bounded and described as follows:

Parcel 1:

A certain parcel of land, situated in Croydon, County of Sullivan, State of New Hampshire, bounded and described as follows:

Beginning at a stone wall at a point on the southerly side of the highway leading from Old Croydon Turnpike, so-called, to Croydon East Village, it being the corner of land formerly of Archie W. Bartlett;

Southerly on land of said Bartlett and land of the heirs of Caleb Loverin to land now or formerly of G.W. Cain, known as the Call Meadow;

Westerly on land of said G.W. Cain to land now or formerly of Dana W. Barton, known as the Nelson farm at or near the corner of brush fence;

Northerly on land of said Dana W. Barton to the before mentioned highway;

Easterly and southerly by said highway to the point of beginning.

Parcel 2:

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, on the northerly side of the before mentioned highway and bounded as follows:

On the South by said highway;

On the East by land now or formerly of Archie W. Bartlett;

Northerly and Westerly by land now or formerly of Lucy Crooker.

Parcel 3:

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, on the northerly side of the before mentioned highway and bounded as follows:

Beginning on the northerly side of the highway leading from Croydon East Village to the homestead of the late Daniel Ide, now or formerly of Frye, at a stone wall at land now or formerly of Chester Smith;

Northerly against said Smith's land to a corner thereof;

Easterly along land of said Smith on a jog to a corner thereof;

Southerly along said Smith's land to a corner thereof at the land of Forehand place, so-called, now or formerly of Davis & Symonds Lumber Co.;

Westerly along said Forehand place to a corner thereof;

Southerly along said Forehand place to said highway;

Westerly along said highway to the point of beginning.

Parcel 4:

A certain tract of land situated in Croydon, County of Sullivan, State of New Hampshire, on the northerly side of the before mentioned highway and bounded as follows:

Bounded Westerly by land formerly of Daniel Ide and land now or formerly of Alonzo Crooker;

Northerly by land formerly of Albert L. Shedd;

Easterly by land now or formerly of William H. Howard and land formerly of Charles H. Forehand;

Southerly by the highway leading from Croydon East Village;

Northerly and westerly by the former homestead of Charles H. Forehand to the Old Croydon Turnpike Road and being a part of the former Homestead farm of Warren H. Bartlett.

Excepting and reserving about 20 acres of tillage land described in the above tract which Ralph W. Hopkins reserved from his conveyance.

Meaning and intending to describe Tract 40 in the deed from Sturm, Ruger & Company, Inc., to William B. Ruger, Jr., dated March 5, 2007 and recorded in Book 1629, Page 522.

Tract 22 is SUBJECT TO:

1. Current Use Taxation Lien recorded in Book 1031, Page 608.

**THE PREMISES CONVEYED HEREBY ARE NOT HOMESTEAD PROPERTY.**

Exhibit B  
Notice of Federal Grant Agreement

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the above described Property (hereinafter "PROPERTY") is acquired in part with federal funds received from the Wildlife Restoration Program administered by the U.S. Fish and Wildlife Service, Division of Federal Assistance and its successors and assigns (hereinafter "SERVICE") and that the PROPERTY is subject to all the terms and conditions of Grant Agreement F14AF01270, NH W-108-L-1 (hereinafter "GRANT AGREEMENT" between the Service and the Department). A copy of the Grant Agreement is kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

The Department acknowledges that the PROPERTY, which is the subject of this Grant Agreement, is acquired for the approved purpose of permanent protection of wild birds and mammals and their habitats. The Department further acknowledges that the PROPERTY will be administered for the long-term protection of these habitats and species dependent thereon. The Department, as the Grant Recipient hereby acknowledge that they are responsible for ensuring that the PROPERTY is used and will continue to be used for the approved purpose for which it is acquired and that the PROPERTY may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of the Regional Director of the U.S. Fish and Wildlife Service.

If the Department loses control of the PROPERTY, control must be fully restored to the Department or the PROPERTY must be replaced, within three years, with a like PROPERTY of equal value at current market prices and equal benefits. Further, if the PROPERTY is used for activities that interfere with the accomplishment of the approved purpose, the violating activities shall cease and any resulting adverse effects shall be remedied.

If the Department determines that the PROPERTY is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either (1) acquire a property or other interest in land of equal value that serves the same approved purpose as the original property and manage the newly acquired property or other interest in land for the same purposes specified in the original Grant Agreement, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price, or to repay the Service, in cash, the proportionate federal share of the current fair market value of the PROPERTY, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the PROPERTY to the Service or to a third-party designated or approved by the Service.

The Department, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to terms and conditions associated with Grant Agreement F14AF01270, NH W-108-L-1.

By:   
Glenn Normandeau, Executive Director      Date: 2/5/2019, 2019

without the prior written approval of the Executory Interest Holder and the U.S. Fish and Wildlife Service:

- a. Creation, grant, or development of rights of way or easements of ingress or egress in favor of any third party into, under, over, or across the Property, except those of record as of the execution of this deed,
- b. Subdivision or any action that would effectively subdivide the Property, such that the Property may be conveyed only in its entirety, except that a short-term lease shall not be considered a breach of this covenant.

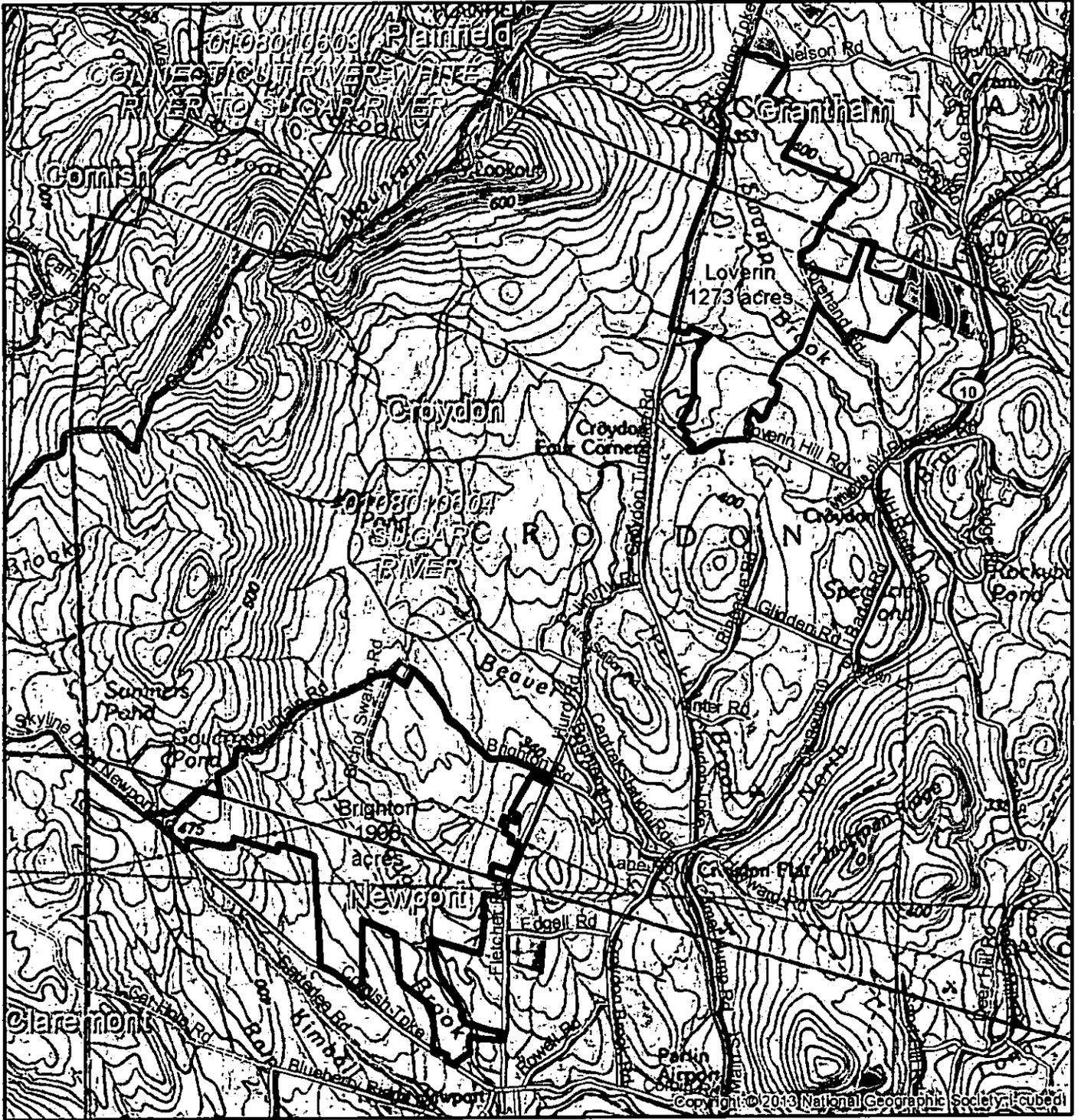
There is hereby conveyed pedestrian access to, on, and across the Property for hunting, fishing, and transitory passive recreational purposes, but not camping, by members of the public. Landowner may post against or limit such access, with prior approval of the Executory Interest Holder, if such activities become inconsistent with the purposes for protecting the Property and/or when public safety would be at risk. Notwithstanding the above, Landowner shall have the right to post against vehicles, motorized or otherwise, and against access to forest land during harvesting, wildlife habitat management or establishment of plantations.

The Executory Interest Holder and the Third Party Holder shall have reasonable access to the Property and all of its parts for such inspection as the Executory Interest Holder and Third Party Holder find necessary to determine compliance with and enforce the restrictions contained herein, to exercise the rights conveyed hereby, to carry out the duties assumed by the Executory Interest Holder and Third Party Holder, and to maintain the Property boundaries if it so chooses. In the event of an emergency, the Executory Interest Holder and Third Party Holder may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Landowner or Landowner's representative at the earliest practicable time.

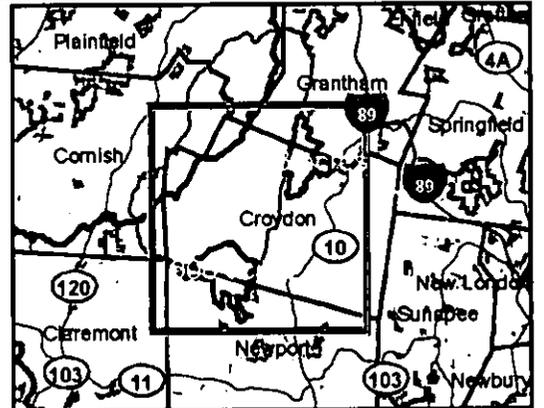
Should Landowner cease to adhere to the conditions in this Deed or to perform its obligations under this Deed within thirty (30) days after receipt of written notice of a material breach, delivered in hand or by certified mail, return receipt requested, from the Executory Interest Holder, or if the Landowner fails to continue diligently to cure any breach until finally cured, then the Executory Interest Holder shall have the right to enforce the conditions of this Deed by binding arbitration (if agreed to by both parties), by administrative proceedings as may be provided by law, or by an action at law or in equity in a court of competent jurisdiction.

Further, the Executory Interest Holder, on behalf of the State of New Hampshire, having first obtained the approval of the Regional Director of the U. S. Fish and Wildlife Service as specified in the Notice of Grant Agreement, recorded herewith as Exhibit B, shall also have the right and power, but not the obligation to terminate the interest of the Landowner in the Property in the event a material breach has not been cured after reasonable notice and opportunity to cure by recording a Notice in the Sullivan County Registry of Deeds declaring that it is exercising its power of termination and giving Landowner a period of at least ninety (90) days from the date of Landowner's receipt of the Notice to correct the material breach. If the material breach is not cured within the stated time period (or any extension agreed to in writing by the Executory

# Topographic Map



Digital data in NH GRANIT represent the efforts of the contributing agencies to record information from the cited source materials. NHOSI, UNH, NHFGD and the cooperating agencies make no claim as to the validity or reliability or to any implied uses of these data. Mosaic Parcel Map provided by NH Dept. of Revenue Administration (boundaries approximate; Not intended for legal use.)



 Watershed boundary

0 0.5 1 Miles

NHFG: 8/27/2018



# STATE OF NEW HAMPSHIRE

Inter-Department Communication

· **DATE** November 27, 2018

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

**SUBJECT:** Kimball Hill Restricted Fee Acquisition, Groton, NH

**TO:** Richard Cook, Land Agent  
New Hampshire Fish and Game Department

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The Office of the Attorney General has reviewed the title work, Warranty Deed, Conservation Easement and supporting documents, as outlined in your memo dated November 7, 2018, for the Kimball Hill property located in the Town of Groton, New Hampshire owned by the Nature Conservancy, and pursuant to RSA 212:7 approves the title of the property for acquisition. The Warranty Deed and Conservation Easement Deed provided are approved for form and substance only. Following approval by Governor and Council, the fully executed Warranty Deed and Conservation Easement Deed should be submitted to this office for approval of execution prior to recording in the Registry of Deeds.

  
\_\_\_\_\_  
Christopher G. Aslin

This is a conveyance to an Instrumentality of the State of New Hampshire which is exempt from the New Hampshire Real Estate Transfer Tax pursuant to New Hampshire RSA 78-B:2(I) and from the LCHIP Surcharge pursuant to RSA 478:17-g(II).

### LIMITED WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT THE NATURE CONSERVANCY, a nonprofit corporation organized under the laws of the District of Columbia and having its principal office at 4245 North Fairfax Drive, Arlington, Virginia 22203, and having a New Hampshire Field Office at 22 Bridge Street, 4th Floor, Concord, New Hampshire 03301 (“Grantor”), for consideration paid, grants to THE STATE OF NEW HAMPSHIRE acting by and through its FISH AND GAME DEPARTMENT, with an address of 11 Hazen Drive, Concord, County of Merrimack, State of New Hampshire 03301 (the “State”),

with LIMITED WARRANTY COVENANTS, the following described property:

A certain tract of land with all buildings and improvements thereon, situated in the Town of Groton, in the County of Grafton and State of New Hampshire, and more particularly described in Schedule A attached hereto and made a part hereof (the “Property”).

Together with all right, title and interest of the Grantor, if any, in and to all easements appurtenant to the Property, including but not limited to access Easements.

Otherwise meaning and intending to describe and convey the same premises conveyed to Grantor by Quitclaim Deed of Timbervest Partners New Hampshire, LLC, dated October 20, 2017 and recorded at Book 4320, Page 0485 in the Grafton County Registry of Deeds and more particularly described in Schedule A and shown on a plan entitled “\_\_\_\_\_” prepared by York Land Services, LLC dated \_\_\_\_\_ and recorded at the Grafton County Registry of Deeds as Plan # \_\_\_\_\_ (the “Plan”).

This Property is being acquired with funding received by the State from the U.S. Fish and Wildlife Service (the “Service”) under Grant Agreement F14AF01270, NH W-108-L-1. All present and future uses of the Property are and shall remain subject to the terms and conditions described in the Notice of Federal Grant Agreement attached hereto as Schedule B and recorded herewith in the Grafton County Registry of Deeds, and to other administrative requirements of the applicable grant funding program of the Service

This conveyance is subject to all easements, restrictions, rights, and encumbrances of record and to any facts, rights, interests, or claims that are not shown by the public records.

Notwithstanding the foregoing, in making this conveyance Grantor hereby covenants that the Property is free and clear from any encumbrance done or suffered by Grantor, and that Grantor will warrant and defend the title to the Property unto the State and its successors and assigns forever against the lawful claims and demands of all persons claiming by, under or through Grantor.

IN WITNESS WHEREOF, we have hereto set our hands on this \_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTOR: The Nature Conservancy

By: \_\_\_\_\_

Mark Zankel, New Hampshire State Director

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Mark Zankel, New Hampshire State Director of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document voluntarily for its stated purpose.

Before me,

\_\_\_\_\_  
Notary Public/Justice of the Peace [seal]  
My Commission Expires:

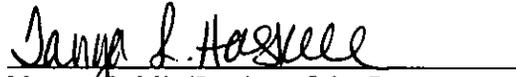
ACCEPTED: STATE OF NEW HAMPSHIRE, FISH & GAME DEPARTMENT

The State of New Hampshire, acting through its Fish and Game Department on this day \_\_\_\_ of \_\_\_\_\_, 2019.

  
Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Personally appeared before me on this 5<sup>th</sup> day of February, 2019, Glenn Normandeau, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

  
Notary Public/Justice of the Peace  
My Commission Expires:

**TANYA L. HASKELL, Notary Public**  
My Commission Expires November 4, 2020

Approved by the Governor and Executive Council: \_\_\_\_\_, 2019, Item \_\_\_\_\_.

**SCHEDULE A**

PROPERTY DESCRIPTION  
TO BE ADDED

**SCHEDULE B**

**NOTICE OF FEDERAL GRANT AGREEMENT**

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the above described Property (hereinafter "PROPERTY") is acquired with federal funds received from the Wildlife Restoration Program administered by the U.S. Fish and Wildlife Service, Division of Federal Assistance and its successors and assigns (hereinafter "SERVICE") and that the PROPERTY is subject to all the terms and conditions of Grant Agreement F14AF01270, NH W-108-L-1 (hereinafter "GRANT AGREEMENT") between the Service and the Department. A copy of the Grant Agreement is kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

The Department acknowledges that the PROPERTY, which is the subject of this Grant Agreement, is acquired for the approved purpose of permanent protection of wild birds and mammals and their habitats. The Department further acknowledges that the PROPERTY will be administered for the long-term protection of these habitats and species dependent thereon. The Department, as the Grant Recipient hereby acknowledge that they are responsible for ensuring that the PROPERTY is used and will continue to be used for the approved purpose for which it is acquired and that the PROPERTY may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of the Regional Director of the U.S. Fish and Wildlife Service.

If the Department loses control of the PROPERTY, control must be fully restored to the Department or the PROPERTY must be replaced, within three years, with a like PROPERTY of equal value at current market prices and equal benefits. Further, if the PROPERTY is used for activities that interfere with the accomplishment of the approved purpose, the violating activities shall cease and any resulting adverse effects shall be remedied.

If the Department determines that the PROPERTY is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either (1) acquire a property or other interest in land of equal value that serves the same approved purpose as the original property and manage the newly acquired property or other interest in land for the same purposes specified in the original Grant Agreement, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price, or to repay the Service, in cash, the proportionate federal share of the current fair market value of the PROPERTY, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the PROPERTY to the Service or to a third-party designated or approved by the Service.

The Department, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to terms and conditions associated with Grant Agreement F14AF01270, NH W-108-L-1.

By:   
\_\_\_\_\_  
Glenn Normandeau, Executive Director

Date: 2/5/\_\_\_\_\_, 2019

PURSUANT TO NH RSA 78-B:2,  
THIS CONVEYANCE IS EXEMPT FROM  
THE NH REAL ESTATE TRANSFER TAX.

This DEED OF CONSERVATION EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019,

WITNESSETH:

WHEREAS, the STATE OF NEW HAMPSHIRE, acting by and through the Fish and Game Department with an address of 11 Hazen Drive, Concord, New Hampshire 03301 hereinafter called the "Fee Owner" which word shall, unless the context clearly indicates otherwise, include Fee Owner's legal representatives, successors and assigns, is the owner in fee simple of certain real property, hereinafter called the "Property," which has wildlife habitat, ecological, scientific, educational and aesthetic value in its present state which has not been subject to development or exploitation, which property is located in the Town of Groton, County of Grafton, State of New Hampshire, and is more particularly described in Exhibit A attached hereto and incorporated by this reference and shown on a Plan entitled "Kimball Hill Tract, The Nature Conservancy, Tax Parcels 3-14, 3-16 & 4-1. Sculptured Rocks Road, Groton, New Hampshire, Land to be acquired by New Hampshire Fish and Game Department", prepared by York Land Services LLC, dated December 14, 2018, and recorded at Plan Book \_\_\_\_\_, Page \_\_\_ in the Grafton County Registry of Deeds (the "Survey Plan"); and

WHEREAS, THE NATURE CONSERVANCY, hereinafter called the "Easement Holder", is a nonprofit corporation incorporated under the laws of the District of Columbia as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, and having its headquarters at 4245 North Fairfax Drive, Suite 100, Arlington, Virginia 22203-1606 and a local address at 22 Bridge Street, 4th Floor, Concord, NH 03301, whose purpose is to preserve natural areas for scientific, charitable, educational and aesthetic purposes; and

WHEREAS, the Property contains high quality habitat as documented in Easement Holder's Lower New England – Northern Piedmont Ecoregional Conservation Plan (Barbour, H., M.G. Anderson et al. The Nature Conservancy, 2003) and is identified as a priority for matrix forest conservation; and

WHEREAS, both the Property and the relatively unfragmented forest block within which it is located are identified as regionally important areas for maintaining climate change resilience and landscape connectivity (Anderson 2016. Resilient and Connected Landscapes for Terrestrial Conservation. The Nature Conservancy); and

WHEREAS, the Property contains high quality aquatic resources including 6.3 miles of the tributaries and mainstem of the Cockermouth River, one of the main tributaries flowing into

Newfound Lake, NH's 4<sup>th</sup> largest lake, and 3.4 miles of the South Branch of the Baker River; and

WHEREAS, the Baker River, into which many of the Property's streams and rivers flow, is highly resilient to climate change according to The Nature Conservancy's "Assessing Freshwater Ecosystems for their Resistance to Climate Change" (2013); and

WHEREAS, the New Hampshire Wildlife Action Plan (New Hampshire Fish and Game Department, 2015) ranks 45% the Property as Tier 1 and Tier 2 wildlife habitat (top-ranked habitat in the State and the region), and the remaining 55% as Supporting Landscape, and

WHEREAS, the Property's diverse wildlife habitat conditions offer excellent hunting and fishing opportunities; and

WHEREAS, the Property will be managed as a wildlife management area and has the capacity to provide a diversity of habitats for New Hampshire's wildlife; and

WHEREAS, the Property includes Kimball Hill and several unnamed peaks over 2,000 feet and is a prominent mountain and ridgeline that provides scenic views from the peak of Mt. Cardigan and a scenic backdrop to several communities in New Hampshire, including Groton, Hebron, Alexandria, Orange, Canaan and Dorchester; and

WHEREAS, the Property has a network of logging roads and skid trails that provide access for forest management and opportunities for pedestrian recreation including hunting, fishing, trapping, hiking, snowshoeing, cross-country skiing, wildlife observation, and snowmobiling; and

WHEREAS, NH RSA 217-A:1-12, the New Hampshire Native Species Protection Act of 1987 facilitates the listing and protection of native plant species and exemplary natural communities; and

WHEREAS, according to the NH Natural Heritage Bureau, the Property contains at least two plant species worthy of note and found along the bank of the South Branch of the Baker River in the southwest portion of the Property which are variegated scouring-rush (*Equisetum variegatum*), on the State watch list, and pubescent sedge (*Carex hirtifolia*), classified as indeterminate; and

WHEREAS, the Property has a number of specific conservation values ("Conservation Values"), including but not limited to the following:

- Identified as a priority area for maintaining climate change resilience and connectivity;
- Helps to protect tributaries of the Baker River and improves the health of the Pemigewasset River and Newfound River watersheds;
- Helps to protect locally significant occurrences of natural communities of red oak rocky woodland, old growth northern hardwoods, and red spruce rocky woodland, as well as the South Branch Baker River wetlands complex all as documented by NH Natural Heritage Bureau; and

- Provides connectivity and habitat for wide-ranging species in the larger context of the Mount Cardigan matrix forest block; and

WHEREAS, the specific Conservation Values of the Property are documented in an "Easement Documentation Report," prepared by Easement Holder and signed and acknowledged by Fee Owner, establishing the baseline condition of the Property at the time of this grant and including reports, maps, photographs, and other documentation; and

WHEREAS, Fee Owner and Easement Holder have the common purpose of conserving the above-described Conservation Values of the Property in perpetuity; and

WHEREAS, the State of New Hampshire has authorized the creation of Conservation Easements pursuant to NHRSA 477:45-47 and Fee Owner and Easement Holder wish to avail themselves of the provisions of that law;

NOW, THEREFORE, Fee Owner, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and as an absolute does hereby give, grant, bargain, sell and convey unto Easement Holder a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

#### **1. Purposes and Scope.**

Fee Owner intends that this Conservation Easement will confine the use of the Property to such activities as are consistent with the Purposes of this Conservation Easement as set forth below:

The Conservation Easement is granted exclusively for the following conservation purposes (the "Purposes"):

- A. To assure that the Property will be retained in a predominantly natural, forested, scenic, undeveloped and open space condition;
- B. To sustain the Property's remote, undeveloped open spaces for the enjoyment, recreation, education, and benefit of the general public;
- C. To protect and conserve the native biological diversity and natural habitats as they exist on the Property, including but not limited to any rare plants and animals, exemplary natural communities, significant wildlife habitats, and the ecological processes that sustain these features;
- D. To establish and manage the Property as a wildlife management area in accordance with the state wildlife management area system;
- E. To further the goals of the NH Wildlife Action Plan and the Wildlife Restoration Program administered by the Department of Interior, U.S. Fish and Wildlife Service (the "Service"), including but not limited to the protection, management and enhancement of wild birds and mammals and their habitats;
- F. To conserve the productive forest soils and forestland on the Property for responsible forest and wildlife habitat management that preserves the public benefits of the natural resources of the Property;
- G. To conserve and compatibly manage aquatic and terrestrial habitats on the Property to maintain high ecological resilience and regional connectivity in light of climate change;

- H. To conserve and compatibly manage the Property for the protection of water quality and aquatic habitat including the Cockermouth River, the South Branch of the Baker River, Atwell Brook and all other surface waters on the Property;
- I. To allow for passive, non-motorized, public pedestrian outdoor recreational uses of the Property, such as hiking, bird watching, cross-country skiing, hunting, trapping, and fishing; and to allow for public snowmobiling use on designated trails;
- J. To prevent fragmentation of the property, such as division or partition of the property that would impair the integrity of the whole parcel as a wildlife management area and interfere with its wildlife values as a large block of intact forest big enough for wide ranging species; and
- K. To prohibit uses of the Property that will significantly impair or interfere with these Conservation Values.

## 2. Use Limitations.

Any activity on or use of the Property inconsistent with the Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except to the extent otherwise provided by this Conservation Easement, or as provided in Sections 3 and 4 below:

2.1 Residential, Industrial, or Commercial Activities. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial, residential, or commercial activities except forestry and wildlife habitat management all as described below.

A. Forestry and Wildlife Habitat Management: Any forestry or wildlife habitat management shall be performed in accordance with Sections 3 and 4.

i. Definitions:

For the purposes hereof, "forestry" shall mean the planting, growing, managing, stocking, cutting, removal, transport, and sale of trees, or parts of trees, of any size capable of producing pulpwood, sawlogs, or other timber or plant products; forest evaluation, planning, and all standard pre-commercial and commercial silvicultural activities; the construction and maintenance of roads or other access ways and ancillary improvements for the purpose of conducting forest management activities; the processing and sale of maple syrup from sap produced on the Property; 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; all in accordance with Sections 3 and 4 below and as not detrimental to the Purposes of this Conservation Easement.

For the purposes hereof, "wildlife habitat management" shall mean activities, including forestry, designed to protect, maintain, enhance, or restore terrestrial and aquatic wildlife habitats; all in accordance with Sections 3 and 4 below and as not detrimental to the Purposes of this Conservation Easement.

- 2.2 Structures. There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, manufactured home, swimming pool, fence or sign, asphalt or concrete pavement, billboard or other advertising display, antenna, personal wireless service facility, utility pole, tower (including, but not limited to, wind energy turbine towers and structures), conduit, line, outdoor lighting or any other temporary or permanent structure or facility on or above the premises. However, ancillary structures and improvements including, but not limited to, a road, fence, bridge, or culvert, may be constructed, placed, or introduced onto the Property only as common and necessary in the accomplishment of forestry or wildlife habitat management uses of the Property and provided that they are not detrimental to the Purposes of this Conservation Easement.
- 2.3 Dredging, Filling, and Changes to Topography. There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, soil disturbance, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or trails or change in the topography of the land in any manner unless such activities: (a) are common and necessary in the accomplishment of forestry, wildlife habitat management or other uses specifically permitted in this Conservation Easement; (b) do not harm exemplary natural communities, and rare plant and animal species on the Property, all as documented from time to time by the NH Natural Heritage Bureau (NHB) with such determination of harm to be made by Easement Holder, in consultation with NHB and the NH Nongame and Endangered Species Program or the agencies then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such natural heritage features; and (c) are not detrimental to the Purposes of this Conservation Easement.
- 2.4 Use of Chemicals. There shall be no chemicals used on or applied to the Property, including fertilizers, except as provided in Section 3.14 and 3.16.
- 2.5 Introduction of Species. There shall be no planting, broadcasting, or intentional introduction on the Property of any genetically modified, transgenic or replicated organisms or any "invasive exotic species" which are defined as species which are not native to the northeast region of the United States and that, through their capacity to spread into native systems, demonstrably or potentially threaten native species and natural communities, except if Fee Owner and Easement Holder determine and mutually agree in writing and in advance of such planting, broadcasting, or other introduction that the action will have a beneficial ecological effect and will be consistent with the Purposes of this Conservation Easement. Any such planting, broadcasting, or other introduction shall be described in the Stewardship Plan in accordance with Section 4.
- 2.6 Dumping. There shall be no storage, disposal, burning, spreading or dumping of ashes, trash, garbage, sludge, biosolids or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Property;
- 2.7 Pollution and Disturbance of Waterbodies, Wetlands, and Subsurface Water. There shall be no pollution, alteration, depletion or extraction from surface water, natural water courses,

lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Property.

- 2.8. Motorized Vehicles. Fee Owner shall not, nor shall Fee Owner grant permission to any party to, ride, use, or operate on the Property motorized vehicles, all-terrain vehicles or other off highway recreational vehicles as such vehicles are defined in NH RSA 215-A:1 attached hereto as Exhibit B, or successor definition mutually agreed to by Fee Owner and Easement Holder, except as otherwise specifically permitted in this Conservation Easement.
- 2.9. Bicycles. Bicycles may be used on the Property only on the existing roads and snowmobile trails, as documented in the Easement Documentation Report, and only so long as this activity is not detrimental to the Purposes of this Conservation Easement.
- 2.10. Land Conversion. There shall be no conversion of land that was in a forested condition at the time of the granting of this Conservation Easement to a non-forested condition, except temporarily as part of a silvicultural treatment prescribed in the Stewardship Plan.
- 2.11. Camping. There shall be no camping allowed on the Property, except by authorized agents of Fee Owner or Easement Holder or other permitted visitors engaged in research, monitoring or management activities.
- 2.12. Planting, Cutting or Removal of Vegetation. There shall be no removal, destruction or cutting of trees, plants or shrubs, planting of trees, shrubs or plants, grazing of domestic animals, or disturbance or change in the natural habitat.
- 2.13. Subdivision, Separate Conveyance. The Property may not be divided, partitioned, or subdivided, nor conveyed except in its current configuration as a single parcel.
- 2.14. Transfer of Development Rights. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.
- 2.15. Conveyance of Rights of Way, Easement or Use Restrictions; Utility Easements. Fee Owner shall not create or convey any right-of-way, access or other easement, or use restriction, and no utility lines shall be constructed or developed into, under, on, over, or across the Property, in favor of any third party, without the prior written consent of Easement Holder, or as provided for elsewhere in this Easement, and only if such use is consistent with the Purposes of this Conservation Easement.

### 3. **Fee Owner's Reserved Rights.**

Anything in this Conservation Easement to the contrary notwithstanding, Fee Owner hereby expressly reserves the following rights, so long as the exercise of such rights is not detrimental to the Purposes of this Conservation Easement, is not otherwise prohibited by this Conservation Easement, and Easement Holder's review and/or approval is secured where required and as described hereunder.

- 3.1 **Forestry and Wildlife Habitat Management.** The right to conduct forestry and/or wildlife habitat management, provided that such activities are conducted in a manner consistent with the Purposes of this Conservation Easement and in accordance with the terms of Section 4.
- 3.2 **Transfer Ownership.** The right to sell, give, mortgage, lease, or otherwise convey the Property, provided such conveyance is subject to the terms of this Conservation Easement and written notice is provided to Easement Holder in advance of the transfer in accordance with Section 18.4 below.
- 3.3 **Pedestrian Use and Trails.** The right to allow public pedestrian uses including walking, hiking, running, cross-country skiing, snowshoeing, and wildlife observation, and in connection therewith, the right to clear, construct, and maintain new pedestrian trails, and to maintain, repair, relocate, and temporarily or permanently close pedestrian trails, regardless of when they were created. The location and construction of new pedestrian trails shall not impair or degrade any known exemplary natural communities, unique or fragile natural features, or rare or endangered plant or animal species identified on the Property. Nor shall they degrade wildlife habitat or impair the ability of wildlife to move across the Property. They shall be consistent with the Purposes of this Easement and shall be identified in the Stewardship Plan.
- 3.4 **Snowmobile Use and Trails.** The right to allow the public to ride, use, or operate snowmobiles only on designated snowmobile trails as identified and delineated in the Easement Documentation Report, so long as there is adequate snow cover to protect soil resources, as determined by Fee Owner. The right to modify, reroute, maintain, but not expand, the snowmobile trail network. Snowmobile trail maintenance shall be conducted in accordance with "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau, 2017) or its successor publication. Existing designated snowmobile trails in the riparian buffer zone may be retained and maintained, but opportunities for closure and relocation outside of the riparian buffer zone shall be identified in the Stewardship Plan and pursued where feasible. Any re-routed snowmobile trails shall be documented in the Stewardship Plan.
- 3.5 **Outdoor Education.** The right to conduct or allow low-impact, non-commercial conservation or nature-oriented outdoor educational activities on the Property.

- 3.6 Research. The right to conduct or allow scientific research on the Property that poses no threat to the Property's Conservation Values.
- 3.7 Hunting. The right to allow hunting, trapping, and fishing, and associated guiding on the Property, including the right to allow temporary hunting platforms and blinds in accordance with State laws and regulations.
- 3.8 Disabled Hunters. The right to allow disabled persons to operate and hunt from a motor vehicle, as defined in, and in accordance with the requirements of, NH RSA 207:7-a.
- 3.9 Maintenance Vehicles. The right of Fee Owner and its agents to operate motorized vehicles, bicycles, and other mechanized vehicles for purposes of maintaining and managing the Property and for other uses specifically permitted in this Conservation Easement.
- 3.10 Road Maintenance. The right to maintain, repair, and, if necessary, relocate the designated roads and trails as described in the Easement Documentation Report. This right shall include establishing and maintaining culverts, bridges, and any other ancillary structures necessary for the maintenance, repair, and relocation of the roads; the right to remove gravel from the 2-acre esker west of Sevin Kids Lane, as identified in the Easement Documentation Report, as long as the excavation is not within a riparian buffer zone as defined in Section 4.6-C. and as measured in the field, to use on the roads; the right to bring gravel onto the Property for road maintenance, repair, and relocation. All excavation activities in the 2-acre esker shall include precautions, where necessary, to prevent erosion or siltation into streams, water bodies or wetlands, and will require Easement Holder's consent should they extend into a riparian buffer zone as described above and in Section 4.6-C. Care shall be taken to prevent the introduction of invasive species with equipment and material brought on to the Property. Fee Owner reserves the right to conduct said road maintenance without a written Stewardship Plan.
- 3.11 Parking Areas. The right to construct and maintain up to two parking areas for the purpose of accommodating public outdoor recreational and educational uses of the Property; the parking area locations are identified in the Easement Documentation Report. Each parking area will be no greater than 1,000 square feet each. Fee Owner reserves the right to construct said parking areas without a written Stewardship Plan. Parking area location, size, substrate, and layout will be designed to minimize negative ecological impacts, and shall not be detrimental to the Purposes of this Easement.
- 3.13 Property Restoration. The right to restore to a natural and native vegetated condition any roads or other areas altered by human activity, or to conduct forest restoration in other areas for assisted migration or other purposes with native vegetation and species suitable to the site, provided that this activity shall be performed subject to and in accordance with a written Stewardship Plan developed by Fee Owner according to the specifications in Section 4.

- 3.14 Invasive Species. The right to control or remove for ecological purposes, exotic invasive species, provided that any control other than early detection-rapid response shall be performed in accordance with a written Stewardship Plan developed by Fee Owner according to the specifications in Section 4. Fee Owner reserves the right to conduct early detection-rapid response management without a written Stewardship Plan. Any invasive species management involving the use of insecticides, herbicides, or other biocides, shall be conducted in accordance with the restrictions in Paragraph 3.16.
- 3.15 Signs. The right of Fee Owner to post signs required for appropriate management of the Property, such signs being consistent with similar signage on other properties of Fee Owner. Fee Owner will consult and come to agreement with Easement Holder in designing and applying appropriate signage reflecting Easement Holder's role in protecting the Property.
- 3.16 Use of Chemicals. The right to use herbicides, pesticides, fungicides, or rodenticides on the Property provided that such use of chemicals is common and necessary to (a) control a pest or disease outbreak that poses a threat to the health of the forest or forest economy of the region; (b) control exotic invasive species; or (c) implement silvicultural uses of an herbicide. All such chemical applications shall be applied by a licensed applicator, be consistent with applicable statutes and regulations, utilize the narrowest spectrum, least persistent, yet effective, chemicals available, and, aside from early detection-rapid response management, be described in the Stewardship Plan.
- 3.17 Beaver Control. The right of Fee Owner to trap and remove beaver and to remove beaver dams and structures should beaver activity threaten the road infrastructure on the Property.

#### **4. Stewardship Plan.**

All permitted management activities initiated by Fee Owner on the Property, including forestry and forestry roads, vegetation management, wildlife or habitat management, restoration, pedestrian trail construction, and invasive species control, shall be performed in accordance with a written Stewardship Plan for the Property (the "Stewardship Plan").

4.1 Written Plan. Fee Owner shall develop a written Stewardship Plan for the Property. If the Property ceases to be in State ownership, then the written Stewardship Plan shall be prepared by a licensed professional forester approved in advance by Easement Holder. The Stewardship Plan and its components shall have the goals and procedures outlined below.

4.2 Stewardship Goals. All management activities on the Property shall be performed in accordance with the following Stewardship Goals:

- A. Wildlife habitat management to provide for game and non-game wildlife species native to the northern New England region, with consideration given to the landscape context and habitat availability existing outside the boundaries of the Property, and those species considered to be rare or of conservation concern by the New Hampshire Fish and Game

Department, the New Hampshire Natural Heritage Bureau or appropriate successor agencies.

- B. Identification, protection, and conservation of known unique or fragile natural areas, New Hampshire Natural Heritage Bureau-documented exemplary natural communities, rare plant and animal species and their habitats;
- C. Maintenance or enhancement of native biological diversity and natural habitat values found on the Property (e.g., preventing the establishment and spread of invasive exotic species);
- D. Protection of water quality, aquatic habitat, and the ecological integrity of wetlands and riparian zones;
- E. Protection of fragile soils and maintenance of soil integrity and productivity; and
- F. Maintenance or enhancement of the quality of the natural resources over time.
- G. Forest management that considers the promotion of resilience to the effects of climate change.

4.3 Stewardship Plan Elements. The Stewardship Plan shall be consistent with the Purposes and terms of this Conservation Easement, and the Stewardship Goals in Section 4.2, and shall include the components outlined below:

- A. Management goals and objectives for the Property and descriptions of all proposed land use and management activities, including silvicultural prescriptions, habitat management, trail and road management, invasive species management, and any other land use or management activities permitted by this Conservation Easement.
- B. A description and mapping of the units into which the Property will be divided by Fee Owner for management purposes ("Management Units").
- C. A description and mapping of the natural and scenic features of the Property, including land cover, forest stands, documented exemplary natural communities and significant wildlife habitat, topography, soils, unusual geological wetlands, streams and ponds. Mapping of aquatic features, including streams, ponds and wetlands will be validated with field reconnaissance to ensure the data sufficiently captures these resources as they occur on the Property.
- D. Identification of plant species, wildlife species, and natural communities of conservation concern.
- E. A description and mapping of public access locations and the types of public use, including management recommendations consistent with the Stewardship Goals.
- F. Procedures Fee Owner may use to monitor and evaluate progress towards achieving the Stewardship Goals identified in Section 4.2.
- G. A description of how forest management prescriptions will promote resilience to the effects of climate change.

4.4 Stewardship Plan Submission. Fee Owner shall develop and submit the Stewardship Plan to Easement Holder at least 120 days prior to the date any active management activities are expected to commence. Thereafter, Fee Owner shall review, update and submit the Stewardship Plan to Easement Holder every ten (10) years (or at such other intervals as Fee Owner and Easement Holder may mutually agree). Fee Owner and Easement Holder acknowledge that the Stewardship Plan's purpose is to guide management activities in

compliance with the Purposes and terms of this Conservation Easement, and that the actual activities determine compliance therewith.

This requirement shall not limit Fee Owner's right to undertake the following non-forestry management activities without a Stewardship Plan in place: a) managing public-use of the Property such as parking areas establishment as described in Section 3.11; b) early detection and rapid response control of invasive non-native species as described in Section 3.14 and 3.16; c) standard road maintenance according to Section 3.10 with such roads described in the Easement Documentation Report; and d) boundary maintenance activities, so long as these activities are not in conflict with the Purposes of this Conservation Easement.

4.5 Stewardship Plan Amendment. Fee Owner may also submit to Easement Holder one or more amendments to the initial or any succeeding ten-year Stewardship Plan. An amendment shall be required only in the event Fee Owner proposes a land use, land management activity, or treatment not included in a previously submitted Stewardship Plan, but shall not be required for any change in timing or sequence of management activities within a ten-year cycle described in the Stewardship Plan. Any proposed amendment shall be submitted to Easement Holder for review at least ninety (90) days prior to commencement of the proposed management activity. In the event of an emergency, or a situation where Fee Owner wishes to promptly respond to an adverse situation, Fee Owner may request that Easement Holder waive the requirement for a formal amendment and/or the 90-day approval period, said waiver subject to the sole discretion of Easement Holder.

4.6 Forestry and Wildlife Management. Forestry and wildlife management shall be performed in accordance with a written Forestry and Wildlife Management section, included in the Stewardship Plan, prepared in accordance with the procedures and goals outlined in Section 4 and the following forest management provisions:

A. Forestry. Forestry shall be performed in accordance with then current, generally accepted best management practices for the sites, soils and terrain of the Property as described in "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (State of New Hampshire, Department of Resources and Economic Development, 2016); and in accordance with "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (Division of Forests and Lands, Department of Resources and Economic Development and Society for the Protection of New Hampshire Forests (second edition), 2010); or similar successor standards or other publications as may be mutually agreed to by Fee Owner and Easement Holder. There shall be no cutting on slopes greater than 35%. Where in keeping with wildlife habitat management objectives, forest management prescriptions will promote climate resilience by maintaining spatial and temporal heterogeneity in the forest, including multiple age-classes, and a diverse assemblage of species, or other strategies that may be appropriate. Forest management should also consider the predicted shift in site suitability for native tree species over time. This may include adopting practices that promote native species that are predicted to have increased habitat suitability under a future climate. Fee Owner shall consult *D'Amato, A.W., J.B. Bradford, S. Fraver, and B.J. Palik. 2011. Forest management for mitigation and adaptation to*

*climate change: insights from long-term silviculture experiments. Forest Ecology and Management 262(5):803-816 and Leak, W. B., M. Yamasaki, and R. Holleran. 2014. Silvicultural Guide for Northern Hardwoods in the Northeast. United States Forest Service General Technical Report NRS-132 or similar successor guidance or other publications as may be mutually agreed to by Fee Owner and Easement Holder.*

- B. Forestry Supervision. While under State ownership, forestry shall be supervised by the state lands forester, a licensed professional forester, wildlife habitat biologist or other qualified person approved by Easement Holder, and shall comply with the review and approval process for management operations on State-owned lands. If the property ceases to be in State of New Hampshire ownership, then forestry shall be supervised by a NH licensed professional forester or other qualified person approved by Easement Holder.
- C. Riparian Buffers. The following riparian buffer zones shall apply for forestry and wildlife management adjacent to streams, rivers, ponds, and non-forested wetlands, hereinafter referred to collectively as "aquatic resources."

i. Riparian Buffer Zone Delineation:

Riparian buffer zone: 200 feet from each side of intermittent, 1st and 2nd order streams and along shores of ponds and non-forested wetlands and 300 feet from 3rd order streams. Named rivers and streams in this zone on the Property include Atwell Brook, South Branch of the Baker River and Cockermouth River.

Areas subject to riparian buffer zones shall be shown in the Stewardship Plan. Upon implementation of land management activities, the width of the riparian buffer shall be measured from the upland edge of the normal high-water mark of the water body or wetland. In areas where there are ponds contiguous to a stream or river, or where there are wetlands contiguous to a stream, river, or pond, the widest applicable riparian buffer zone, with reference to the stream order with which it is associated, shall apply.

ii. Activities in Riparian Buffer Zone:

- a) Within the riparian buffer zone there shall be no tree harvesting within the first 100' from the normal high-water mark or wetland edge as defined above. In addition, the no harvest area within the riparian buffer zone shall be expanded to include areas where slopes are 25% or greater. Notwithstanding the above, the no harvest area is not required to extend beyond the riparian buffer zone, and forest management aimed at enhancing habitat for riparian-associated species may be permitted in the no harvest area, such determination to be made in consultation with Easement Holder.
- b) Within the remainder of the riparian buffer zone, tree harvesting methods shall be in accordance with the "recommended practices" for Forest Management in Riparian Areas in Good Forestry in the Granite State.
- c) Within the riparian buffer zone there shall be no application of pesticides or herbicides except where necessary to control invasive species and then such application shall be conducted according to the procedures outlined in Section 3.16.

d) Within the riparian buffer zone there shall be no log landings or road construction, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry, and as mutually agreed to in writing by Fee Owner and Easement Holder. Existing roads may be retained and maintained, but opportunities for closure and relocation shall be identified in the Stewardship Plan and pursued where feasible. Skid trails shall be kept to the minimum reasonably common and necessary for tree removal. Any roads and skid trails within a riparian buffer zone shall be designed and maintained to minimize degradation of water quality and aquatic habitat.

D. New Roads. Fee Owner may construct new roads and associated improvements common and necessary for forestry and wildlife habitat management provided that Fee Owner shall describe all such new roads and associated improvements in the Stewardship Plan. New roads and associated improvements shall only be constructed if Fee Owner demonstrates that:

- i. such construction is consistent with the Purposes of this Conservation Easement;
- ii. additional road improvements are common and necessary to provide reasonable access to the Property for forestry or wildlife habitat management and the system of existing roads is not adequate; and
- iii. any such road improvements do not significantly impair surface water quality, recreational benefits to the public, wildlife habitat, rare species, exemplary natural communities, and Conservation Values of the Property.

The provisions of this paragraph shall not apply to the establishment and use of temporary skid trails, which shall be permitted without prior approval of Easement Holder.

E. Highgrading and Liquidation. There shall be no highgrading harvest or liquidation logging practices. The term "highgrading" means the removal of the most commercially valuable trees, leaving residual stands composed of trees of poor condition or species composition, through which the forest may become depleted over time of the best genetic growing stock. The term "liquidation logging" means the removal of trees with little or no regard to most responsible silvicultural principles.

F. Plantation Forestry. There shall be no Christmas tree farming, nursery operations or other types of plantation forestry conducted on the Property. The term "plantation" or "plantation forestry" shall mean a forest stand comprised primarily of trees established by planting or artificial seeding.

5. **Easement Holder's Rights**. To accomplish the Purposes of this Conservation Easement.

5.1 Right of Entry. The right to enter the Property at all reasonable times and with prior verbal notice and, if necessary, across other lands retained by Fee Owner, for the purposes of:

a) inspecting the Property to determine if Fee Owner is complying with the covenants and Purposes of this Conservation Easement; and b) enforcing the terms of this Conservation Easement.

5.2 **Monitoring and Management.** Easement Holder has the right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Property, and to manage them, if necessary, to ensure their continued presence and viability on the Property. Easement Holder also has the right, but not the obligation, to monitor exotic and invasive plant and animal populations on the Property, and to manage them, if necessary, to control or eradicate their populations.

Such management activities shall be in accordance with management practices of Easement Holder, which may include but not be limited to mowing, fencing, trapping, prescribed burning, and the use of pesticides or biocides. Any such management activities shall be set forth in a written management plan to be approved by Fee Owner prior to their initiation. Such approval shall not be unreasonably withheld or denied.

5.3 **Easement Holder May Implement Stewardship Plan Recommendations.** With approval of Fee Owner, Easement Holder has the right, but not the obligation, to implement specific recommendations contained within Fee Owner's Stewardship Plan should Fee Owner decide not to implement these recommendations.

5.4 **Enforcement.** The right to prevent any activity on or use of the Property that is inconsistent with the Purposes and other terms of this Conservation Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 10.

5.5 **Annual Meeting.** Fee Owner shall provide Easement Holder with a reasonable opportunity to meet and confer with Fee Owner at least annually to review proposed land use and management activities and to evaluate land use and management activities commenced in the previous years. Fee Owner shall report on the status of the Stewardship Plan, the timetable for implementation, any activities that require Easement Holder's review or approval, and the consistency of all management activities and land uses on the Property with the Purposes and terms of this Conservation Easement. Easement Holder shall report on the status of any monitoring or management activities performed or planned by Easement Holder on the Property.

6. **Discretionary Consent; Presumption Against Amendment.**

6.1 **Discretionary Consent.** If, owing to unforeseen or changed circumstances, any of the uses, improvements or activities that are prohibited or limited by the terms of this Conservation Easement are deemed desirable by Fee Owner and Easement Holder, Easement Holder may give permission for such improvements or activities, if it determines, in its sole discretion, that such activities a) do not violate or are not in conflict with the Purposes of this Conservation Easement b) either enhance or do not impair any of the Conservation Values, and c) are limited in scope and duration such that Easement Holder's consent would not

result in a de facto permanent amendment of the Conservation Easement requiring compliance with Section 6.2 below.

Any requests for discretionary consent by Fee Owner under this Section shall be in writing and shall describe the proposed use, improvement or activity in sufficient detail to allow Easement Holder to judge the consistency of the proposal with the Purposes of this Conservation Easement. Fee Owner shall not commence work on or engage in the proposed use, improvement or activity until it receives Easement Holder's written consent, and then only upon the specific terms and conditions thereof. Any such consent shall be revocable at Easement Holder's discretion with notice and a written explanation of the reasons therefor. However, Fee Owner shall not be liable in any way for activities undertaken with and in accordance with Easement Holder's written consent prior to such revocation. Notwithstanding the foregoing, Easement Holder shall not consent to any use, improvement or activity that would result in the termination or extinguishment of this Conservation Easement under State law; that would provide private inurement or impermissible private benefit; or that would allow any residential, commercial or industrial structures, or any commercial or industrial uses or activities not otherwise provided for above. If discretionary consent for an otherwise prohibited activity is provided by Easement Holder pursuant to this Section, the parties shall execute an update to the Easement Documentation Report documenting any changes in property condition(s) resulting from the permitted activity.

**6.2 Presumption Against Amendment.** It is the parties' intention that this Conservation Easement will not be amended or modified. In the event of unforeseen circumstances or exceptional situations Easement Holder may consider an amendment or modification to this Conservation Easement, but in no instance shall such amendment be made without compliance with Easement Holder's internal procedures and standards for such modification, and federal, state and local laws regarding the creation and amendment of conservation easements. No amendment shall be allowed that would adversely affect the qualifications of this Conservation Easement under the laws of the State of New Hampshire, or that would weaken the Conservation Easement, in terms of protection of the Conservation Values, or its perpetual duration. Any such amendment shall be signed by both parties, and shall be recorded by Easement Holder in the Grafton County Registry of Deeds.

## **7. Costs and Liabilities.**

**7.1** Fee Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage or self-insurance where Fee Owner is a state or federal governmental entity. Fee Owner shall keep Easement Holder's interest in the Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Fee Owner.

**7.2** Easement Holder agrees to release, hold harmless, defend and indemnify Fee Owner from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Fee Owner may suffer or incur as a result of or arising out of the

activities of Easement Holder on the Property, other than those caused by the negligent acts or misconduct by Fee Owner, its agents or employees.

7.3 In the event of a transfer of the Property outside of Federal or State government ownership, Fee Owner agrees to release, hold harmless, and defend and indemnify Easement Holder from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Easement Holder may suffer or incur as a result of or arising out of the activities of Fee Owner on the Property, other than those caused by the negligent acts or misconduct by Easement Holder, its agents or employees..

8. **Taxes.** In the event of a transfer of the Property outside of Federal, State or local government ownership, Fee Owner agrees to pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes") and shall furnish Easement Holder with satisfactory evidence of payment upon request. Easement Holder may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement by Fee Owner.

9. **Title.** Fee Owner covenants and represents that a) Fee Owner is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; b) the Property is free and clear of any and all encumbrances, with the exception of the Notice of Grant Agreement, including but not limited to any mortgages except for those, if any, that have been subordinated to this Conservation Easement; and c) Easement Holder shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

10. **Dispute Resolution; Easement Holder's Remedies.**

10.1. **Breach.** When a breach of this Easement, or conduct by anyone that is inconsistent with this Easement, comes to the attention of Easement Holder, it shall notify Fee Owner of the Property in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

10.2 **Notification.** Fee Owner shall have thirty (30) days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting the breach and to notify Easement Holder thereof.

10.3 **Failure to Take Action.** If Fee Owner fails to take such curative action, Easement Holder may undertake any actions, at law or in equity, including injunctions and other actions, that are reasonably necessary to cure such breach and restore the Property, and the reasonable cost thereof, including Easement Holder's expenses and legal fees shall be paid by Fee Owner, provided Fee Owner is determined to be directly responsible for the breach.

10.4 **Natural Causes and Third Parties.** Nothing in this Conservation Easement shall be construed to entitle Easement Holder to institute any enforcement proceedings against Fee Owner for any changes to the Property due to causes beyond Fee Owner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third

persons, or from any prudent action taken by Fee Owner under emergency conditions to prevent, abate, or mitigate significant injury to buildings or improvements to the Property resulting from such causes.

10.5 **Enforcement.** Enforcement of the terms of this Conservation Easement shall be at the discretion of Easement Holder and any forbearance by Easement Holder to exercise its rights under this Conservation Easement in the event of any breach of any term of this Easement by Fee Owner shall not be deemed or construed to be a waiver by Easement Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Easement Holder's rights under this Conservation Easement.

10.6 **Legal Remedy.** Fee Owner and Easement Holder reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Purposes of this Easement.

11. **Parties Subject to Easement.** The covenants agreed to and the terms, conditions, and restrictions imposed by this Conservation Easement shall not only be binding upon Fee Owner and Easement Holder but also upon their agents, personal representatives, successors, and assigns, and all other successors to Fee Owner and Easement Holder in interest, and shall continue as a servitude running in perpetuity with the Property. Each party further agrees to notify the other of any pending transfer at least thirty (30) days in advance.

12. **Subsequent Transfers.** Fee Owner agrees that the terms, conditions, restrictions and purposes of this Conservation Easement or reference thereto will be inserted by Fee Owner in any subsequent deed or other legal instrument by which Fee Owner divests either the fee simple title or possessory interest in the Property; and Fee Owner further agrees to notify Easement Holder of any pending transfer at least thirty (30) days in advance. The failure of Fee Owner to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way, nor shall such failure impair the validity of any transfer.

13. **No Extinguishment through Merger.** This Easement is to last in perpetuity, and to that end, no conveyance by Fee Owner of the underlying fee interest in the Property or by Easement Holder to any other party holding an interest in the Property, shall be deemed to extinguish or eliminate this Easement or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

14. **Standing.** By virtue of Easement Holder's rights under this Conservation Easement, it shall be entitled, at its option, to standing before appropriate courts of law to pursue remedies or other matters which are necessary or incidental to the protection of the Property which is subject to this Conservation Easement.

15. **Assignment.** The burden of this Conservation Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to a qualified government agency, or organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, which has among its

purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the Purposes of this Conservation Easement. Any such assignee or transferee shall have the like power of assignment or transfer.

## **16. Easement Valuation; Extinguishment; Termination; Eminent Domain**

- 16.1 Value of Easement and Proceeds. The parties hereby agree that at the time of the conveyance of this Conservation Easement, this Conservation Easement gives rise to a real property right, immediately vested in Easement Holder, with a fair market value that is at least equal to the proportionate value that this Conservation Easement, at that time, bears to the value of the Property as a whole at that time, which the parties have determined through an appraisal to be 384 %. Accordingly, if this Conservation Easement is extinguished, terminated, or taken by eminent domain as described below, Easement Holder shall be entitled to a portion of the proceeds at least equal to that proportionate value. Easement Holder's interest shall be valued at the proportionate value that the Conservation Easement, at the time of the conveyance, bears to the value of the Property as a whole at that time, as described above.
- 16.2 Extinguishment or Termination. This Conservation Easement may be released, terminated or otherwise extinguished, whether in whole or in part, only if a) a court with jurisdiction determines a subsequent unexpected change in conditions surrounding the Property makes impossible or impractical the continued use of the Property for the Purposes of this Conservation Easement, and b) any conditions or limitations imposed by federal and state law are also complied with.
- 16.3 Eminent Domain. Whenever all or part of the Property is taken in the exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Conservation Easement conveyed hereby, Fee Owner and Easement Holder shall join in appropriate actions and negotiations at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the value of Fee Owner's and Easement Holder's interests, as described in Section 16.1 above.

## **17. Governmental Permits and Approvals.**

The conveyance of this Conservation Easement by Fee Owner to Easement Holder shall not relieve Fee Owner of the obligation and responsibilities to obtain any and all Federal, State, and local governmental permits and approvals, if necessary, to exercise Fee Owner's retained rights and uses of the Property even if consistent with the Purposes of this Conservation Easement.

## **18. Miscellaneous Provisions.**

- 18.1 Severability. If any provision of this Conservation Easement is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of this Conservation Easement shall not be affected thereby.

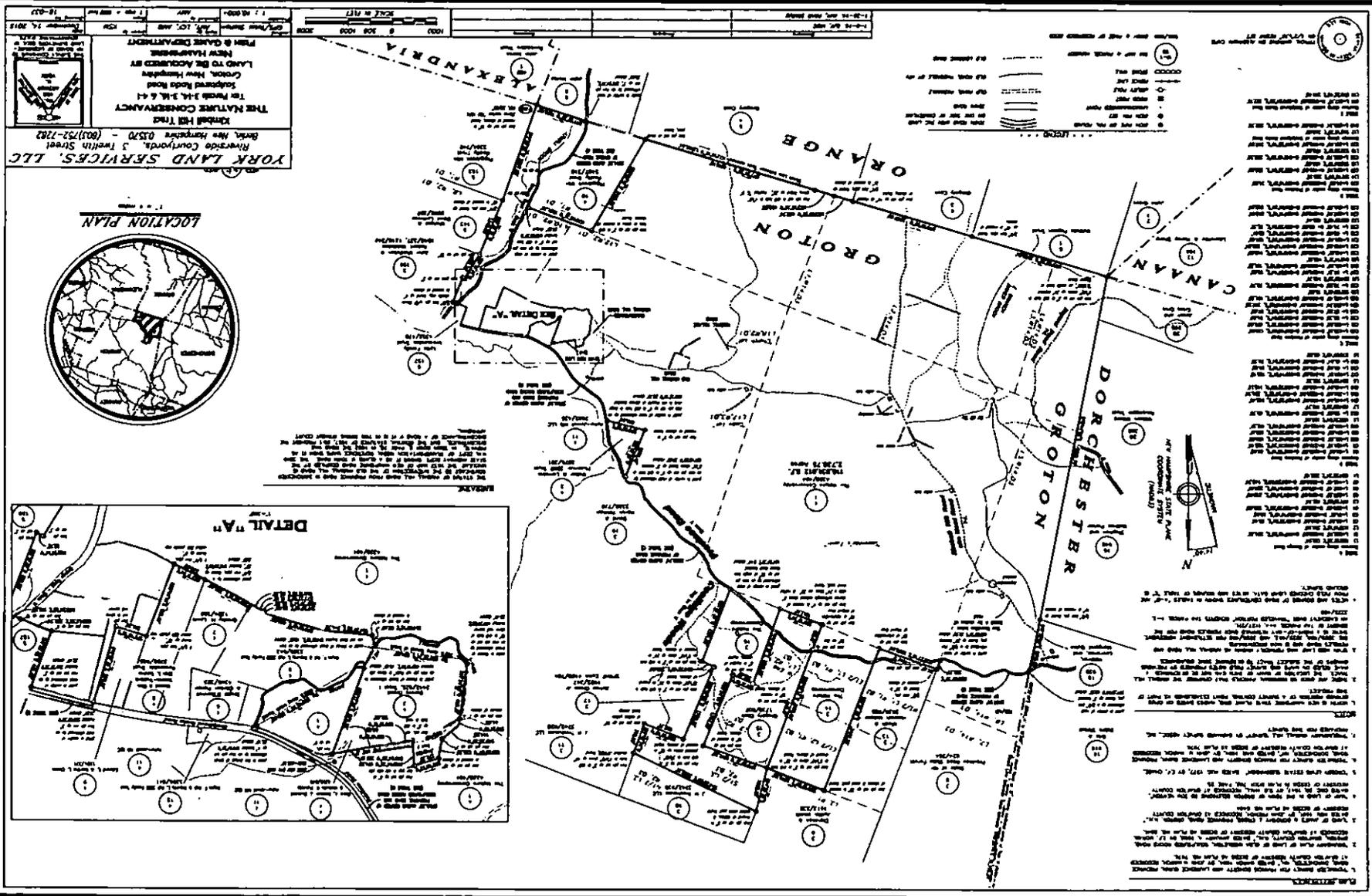
- 18.2. State Law Controlling. The terms of any disputes arising from this Conservation Easement shall be interpreted in accordance with New Hampshire law. In the event that Fee Owner is a New Hampshire municipality, actions taken under this Easement shall conform to applicable provisions of state law, including Municipal Budget Law, RSA Chapter 32.
- 18.3 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Conservation Easement.
- 18.4 Notices. Any notices required in this Conservation Easement shall be sent by registered or certified mail, unless otherwise specified, to the following address or such address as may be hereafter specified by notice in writing:

Fee Owner: New Hampshire Fish and Game Department  
11 Hazen Drive  
Concord, NH 03301

Easement Holder: The Nature Conservancy and The Nature Conservancy  
4245 N. Fairfax Dr. Suite 100 22 Bridge St, 4<sup>th</sup> Floor  
Arlington, VA 22203-1606 Concord, NH 03301

(signature blocks)

(Exhibit A – Property Description)



**YORK LAND SERVICES, LLC**  
 Riverside Courtyards, 5 Twelfth Street  
 Great Neck, New York 11021 - (801) 752-7282  
 KIMBLE HILL TRAIL  
 THE NATURE CONSERVANCY  
 THE PARKS 314, 316, & 41  
 CROWN HILL HANGAR  
 LAND TO BE ACQUIRED BY  
 PLM & GAMES DEPARTMENT  
 10/20/2012

**LOCATION PLAN**

The site is located in the Orange Groton area, which is a part of the larger Groton area. The site is bounded by the Orange Groton Road to the north, the Groton Road to the east, and the Dorchester Road to the south. The site is situated in a rural area with a mix of residential and commercial uses. The site is shown in a circular inset map of the Groton area, which is located in the top left corner of the plan.

**DETAIL PLAN**

This detail plan shows a magnified view of a specific area of the site. It includes lot numbers, street names, and other details. The detail plan is located in the bottom left corner of the main plan.

**LEGEND**

1. 12" WIDE ASPHALT DRIVEWAY  
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