



New Hampshire Fish and Game Department

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December 28, 2012

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

REQUESTED ACTION

1. Authorize the New Hampshire Fish and Game Department (NHFG) to grant to the Society for the Protection of New Hampshire Forests (Vendor Code 177170) \$60,000 to provide partial funding for the purchase of conservation easement on 272.73 acres in Hebron, New Hampshire effective upon Governor and Council approval through June 30, 2013. Funding is 100% other. Wildlife Habitat Funds.

Funding for this grant is available as follows:

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

020-07500-21550000-305-500845 Habitat Acquisition and Management

FY2013
\$60,000

EXPLANATION

NHFG has worked with the Society for the Protection of New Hampshire Forests (Forest Society) to protect 272.73 acres in Hebron, NH. The conservation easement on the Hazelton Family tract will be held by the Forest Society. The Forest Society has facilitated this protection effort through their fund raising efforts and undertaking the due diligence required to complete this transaction.

This property contains extensive areas of habitat identified as Highest Ranking Habitat in New Hampshire by Ecological Condition in the NH Wildlife Action Plan. It has over 2,465 feet of undeveloped frontage on the Cockermouth River just north of Newfound Lake, as well as, more than a mile of frontage on Wise Brook. The conservation easement contains an affirmative right for public access for hunting, fishing and other forms of low impact non-commercial recreation.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 28, 2012
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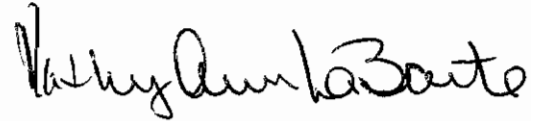
NHFG funding would be provided by the Wildlife Habitat Account and was approved by the Fish and Game Commission at their August 15th, 2012 meeting, Item 6.

NHFG is requesting authorization to enter into a grant agreement with the Forest Society to provide \$60,000 to cover a portion of the conservation easement acquisition costs of a 272.73 acre parcel in Hebron, NH.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Normandeau', with a long horizontal flourish extending to the right.

Glenn Normandeau
Executive Director

A handwritten signature in black ink, appearing to read 'Kathy Ann LaBonte', with a stylized, cursive script.

Kathy Ann LaBonte
Chief, Business Division

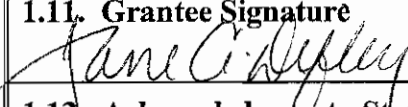
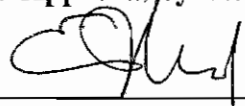
GRANT AGREEMENT

(April 2001 revision)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Fish and Game Department		1.2. State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name Society for the Protection of NH Forests		1.4. Grantee Address 54 Portsmouth Street, Concord, NH 03301	
1.5. Effective Date Upon G&C approval	1.6. Completion Date June 30, 2013	1.7. Audit Date N/A	1.8. Grant Limitation \$60,000
1.9. Grant Officer for State Agency Glenn Normandeau		1.10. State Agency Telephone No. 603-271-3511	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Jane A. Difley, President/Forester	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 12/21/12 I, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>she</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)  KAREN M. ROSE, Notary Public My Commission Expires November 17, 2015			
1.13.2. Name and Title of Notary Public or Justice of the Peace Karen M. Rose Notary			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Glenn Normandeau, Executive Director	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 11/2/28/12			
1.17. Approval by the Governor and Council On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire


12/21/12

3. EFFECTIVE DATE: COMPLETION OF PROJECT.

3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

4. GRANT AMOUNT: MANNER OF PAYMENT: LIMITATIONS.

4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. failure to perform the Project satisfactorily or on schedule; or

11.1.2. failure to submit any report required hereunder; or

11.1.3. failure to maintain, or permit access to, the records required hereunder; or

11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its

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12/21/12

- representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Grant Agreement

Hazelton Family Conservation Project

December 21, 2012

The Fish and Game Department (F&G) is cooperating with the Society for the Protection of New Hampshire Forests (Forest Society) to conserve 272.73 acres of land in Hebron, F&G will grant up to \$60,000 to the Forest Society to partially fund the purchase of a conservation easement. F&G will acquire a grantee interest in the property to ensure the long term conservation of important wildlife habitats.

EXHIBIT A

Scope of Services

Forest Society agrees to complete the following:

1. Provide to NHFG the maps and documents required to obtain the necessary approvals to grant \$60,000 to the Forest Society towards the purchase of a conservation easement on 272.73 acres in Hebron from the Hazelton Family.
2. Maintain financial accounting records and provide to NHFG documentation that supports the grant funds expenditure.
3. Convey an executory interest and a contingent right of termination on the Property to the Land and Community Heritage Investment Program Authority ("LCHIP"), and an executory interest on the Property to the State of New Hampshire, acting through the New Hampshire Department of Environmental Services ("NHDES").
4. Convey to NHFG the right to review and provide comments to the Forest Society on the consistency of forestry and agricultural management plans for the Property with the wildlife habitat protection purposes of the conservation easement.
5. Acknowledge the funding received through NHFG in materials produced for public distribution.

NHFG agrees to complete the following:

1. Submit a Governor and Council request to authorize a grant agreement with the Forest Society for up to \$60,000.00.

Initials: JS
Date: 12/28/12

2. Pass through to the Forest Society funds in the amounts authorized by the NH Governor and Executive Council.

EXHIBIT B

Method of Payment and Grant Limits

NHFG will either provide a check \$60,000 from the Wildlife Habitat Account subject to:

1. Approval of the expenditures from the Wildlife and Fisheries Habitat Accounts by the New Hampshire Fish and Game Commission
2. Approval of this Grant Agreement between Society for the Protection of New Hampshire Forests and the NH Fish and Game Department by the NH Governor and Executive Council.

Total payment shall not exceed \$60,000.

EXHIBIT C

Special Provisions

Paragraph 17, Insurance and Bond, of the General Provisions shall not apply to this Agreement.

Initials: AWC
Date: 12/28/12

State of New Hampshire

Department of State

CERTIFICATE

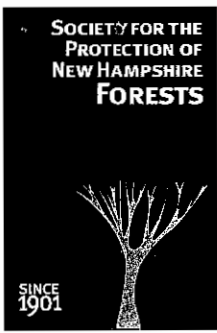
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS is a New Hampshire nonprofit corporation formed March 3, 1910. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of December, A.D. 2012

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



54 Portsmouth Street
Concord, NH 03301

Tel. 603.224.9945
Fax 603.228.0423

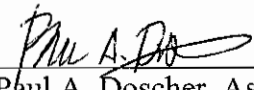
info@forestsociety.org
www.forestsociety.org

EXCERPT

Be it noted that the Board of Trustees of the Society for the Protection of New Hampshire Forests, in telephone vote taken on February 16, 2007

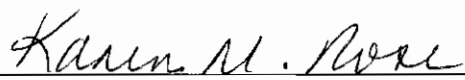
VOTED to authorize Jane A. Difley, President/Forester, and Susanne Kibler-Hacker, Assistant Treasurer, to sign all contracts; checks, drafts and orders drawn on SPNHF General Funds or Restricted funds; and that they are hereby authorized to deposit checks and drafts payable to this Corporation; and further are authorized to sell, assign, and endorse for transfer, certificates representing stocks, bonds, annuities, or other securities now registered or hereafter registered in the name of this Corporation.

As the duly authorized Assistant Secretary of the Society for the Protection of New Hampshire Forests, having been appointed at the meeting of February 4, 1999, I hereby confirm that the above Vote was taken by said Executive Committee on February 16, 2007.



Paul A. Doscher, Assistant Secretary

Attested:



Karen M. Rose, Notary Public
Commission expires: 11-17-2015



Contoocook, NH, in memory of Ray Angers, to be utilized by the "Let's Go Fishing Program."

3a.) Commissioner Orff moved to expend \$18,621.93 from the Fisheries Habitat Account in FY'12 for an inter-agency payment and Commissioner Morse seconded. The vote was unanimous in the affirmative.

3b.) Commissioner Orff moved to expend \$417.24 from the Sale of Fish Food Account in FY'12 an inter-agency payment and Commissioner Morse seconded. The vote was unanimous in the affirmative.

4.) Charlie Bridges, Habitat & Diversity Coordinator, came before the Commission seeking approval to expend \$12,500 from the Wildlife Habitat Account to endow a conservation easement monitoring at Union Meadows in Wakefield, NH.

Charlie reported that the department was acquiring a conservation easement on 121.6 acres at Union Meadows in Wakefield, NH. He reported that the Town of Wakefield would be the fee owner of the parcel, which includes 1 mile of frontage on the Branch River and $\frac{3}{4}$ mile of frontage on Union Meadows.

He further reported that 85,000 of federal funds from the Wildlife Restoration Program would be used to acquire the easement, the department proposes to provide \$12,500 from the Wildlife Habitat Account to the State Land Conservation Endowment Fund, held by the State Treasurer, for perpetual easement monitoring on behalf of the department by the Conservation Land Stewardship Program at the Office of Energy & Planning.

In closing, he reported that the department would receive an Annual Report and would be notified if any proposed changes to the easement were to arise for discussion and input.

Commissioner Blake moved to expend \$12,500 from the Wildlife Habitat Account to endow a conservation easement monitoring at Union Meadows in Wakefield, NH, and Commissioner Ryan seconded. The vote was unanimous in the affirmative.

5.) Charlie Bridges came before the Commission requesting to expend up to \$20,500 from the Wildlife Habitat Account for the demolition of structures at Woodman Marsh & LaMontagne WMAs, Deerfield, NH.

Commissioner Orff moved to expend up to \$20,500 from the Wildlife Habitat Account for the demolition of structures at Woodman Marsh & LaMontagne WMAs, Deerfield, NH, and Commissioner Blake seconded. The vote was unanimous in the affirmative.

6.) Charlie Bridges came before the Commission requesting to expend \$60,000 from the Wildlife Habitat Account toward the conservation of 270 ± acres in Hebron, NH.

Charlie reported that these monies would be in a grant provided to the Society for the Protection of NH Forests for partial funding of a conservation easement on the Hazelton Farm in Hebron, NH. He introduced Brian Hotz, Senior Director of Strategic Projects, Society for the Protection of NH Forests. Brian reported that they have raised \$60,000 to date and were getting started on the public part of the fundraising campaign. He reported that the area includes upland forest, extensive grasslands, wetlands and riparian areas; as well as 2,556ft of frontage on the Cockermouth River and 6,700 ft of frontage on Wise Brook, a tributary of the Cockermouth. The easement will secure perpetual public access to significant fish and wildlife resources.

Commissioner Blake questioned whether the verbiage in the easement could be tightened up to ensure hunting, fishing, trapping, wildlife watching, etc., would be allowed on the property.

Charlie responded that the language would be spelled out in the Stewardship Plan.

There were some concerns relative to the potential for the easement language to change. Brian informed the Commission that easement language is not typically changed on a routine basis and assured them that staff from Fish & Game would have to approve the proposed revisions in the language.

After much discussion, Commissioner Patch moved to expend \$60,000 from the Wildlife Habitat Account toward the conservation of 270 ± acres in Hebron, NH, and Commissioner McGonagle seconded. The vote was unanimous in the affirmative.

LATE ACTION ITEM:

1.) Commissioner Morse moved to approve the donation of lumber and materials for 74 duck houses from Timberland, valued at \$998.32, and Commissioner Ryan seconded. The vote was unanimous in the affirmative.

INFORMATION ITEMS:

1.) Director Normandeau reviewed the monthly financial statements for June & July of 2012. (See attached)

2.) Tom O'Brien, President, NH Lakes Association and Andrea LaMoreaux, Vice President of Programs & Communication, came before the Commission and provided a presentation relative to their mission and goals.

Tom reported that the NH Lakes Association has its mission to protect New Hampshire lakes and their watersheds through advocacy and education. Based on a foundation of improving and maintaining the environmental quality of our lakes, the Lakes Association recognizes and promotes associated lake values including the economic viability of the lake communities, a sustainable and balanced use of our lakes, the ability for lake enthusiasts to maintain the essential character of each lake, and the quality of life in the lake communities.

Andrea reported that the Lakes Association recognizes the importance of partnerships and collaboration with other nonprofit conservation organizations and state agencies, like the New Hampshire Fish & Game Department.

Chairman Hubert thanked the Lakes Association for the presentation.

3.) Charlie Bridges provided an overview of the proposed changes to the Wildlife Management Area Rules.

Charlie reported that the administrative rules governing public use of department owned Wildlife Management Areas contained in Chapter Fis 900 have been reviewed at length by the department's lands team and is at the point to move forward to rulemaking.

He reported that the proposed rule changes have been reviewed by the Wildlife Division, Law Enforcement Division, Inland Fisheries, Facilities & Lands Division, as well as the Executive Director.

The Commission thanked Charlie for the update.

This is a transfer to an instrumentality of the State of N.H. pursuant to RSA 78-B:2(I) and (II) and is therefore exempt from NH Real Estate Transfer Tax.

CONSERVATION EASEMENT DEED

PAUL S. HAZELTON, married, of PO Box 150, Town of Hebron, State of New Hampshire 03241, **DAVE C. HAZELTON**, married, of 7724 Desert Ave, City of Boise, State of Idaho 83709, and **JANET HAZELTON AS EXECUTRIX UNDER THE WILL OF JOHN P. HAZELTON**, of 9806 60th Street West, University Place, State of Washington 98467 (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 **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301-5400, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to those certain tracts of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon consisting of approximately 272.73 acres, situated on Braley Road and Tenney Lane in the Town of Hebron, County of Grafton, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

and an Executory Interest in said Conservation Easement to the **STATE OF NEW HAMPSHIRE** (hereinafter referred to as the "Executory Interest Holder," which, unless the context clearly indicates otherwise, includes its successors and assigns), acting through each of the following:

the **NEW HAMPSHIRE LAND AND COMMUNITY HERITAGE INVESTMENT AUTHORITY**, a nonprofit corporation and public instrumentality of the State of New Hampshire, , with a mailing address of 10 Dixon Avenue, Concord, Merrimack County, State of New Hampshire, 03301,

the **NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES' AQUATIC RESOURCES MITIGATION PROGRAM**, with a principal office at 29 Hazen Drive, PO Box 95, City of Concord, County of Merrimack, State of New Hampshire 03302-0095.

All said Executory Interests being more fully described in Section 10 below entitled "Executory Interests."

The monies needed to acquire this Conservation Easement and cover a portion of the project expenses have been provided to the Grantee through four separate grants totaling \$235,000 provided by the following funders (herein after the "Funders") in the amounts and percentages of said total grants listed herein, the New Hampshire Land and Community Heritage Investment Authority (LCHIP) ($\$50,000 \div \$235,000 = 21.3\%$), New Hampshire Fish and Game Department (NH F&G) ($\$60,000 \div \$235,000 = 25.5\%$), New Hampshire Department of Environmental Services' Aquatic Resources Mitigation Program (ARM) ($\$100,000 \div \$235,000 = 42.6\%$), and the New Hampshire State Conservation Committee's Moose Plate Grant Program (SCC) ($\$25,000 \div \$235,000 = 10.6\%$). The Property shall be managed consistent with the terms of this Conservation Easement. In the event that the Conservation Easement interest in the Property is converted to other non-conservation uses, condemned or extinguished, each of the forgoing Funders shall be entitled to its percentage of the net proceeds payable to the Grantee resulting from any such conversion, condemnation or extinguishment based upon their percentage of said \$235,000 dollar grant funding. The foregoing does not prohibit the assignment of the Property or this Easement to any qualified entity as described in the Section "Benefits, Burdens" below.

In accordance with New Hampshire RSA 227-M:14, notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of any resource asset acquired under the Executory Interest Holder's grant to uses or purposes not consistent with the purposes of RSA chapter 227-M shall be permitted. The sale, transfer, conveyance, or release of any resource asset from public trust is prohibited, in accordance with RSA 227-M, except as provided in RSA 227-M:13.

The Property includes the following recreational, educational, natural habitat, open space, scenic, forestry, agricultural, water supply, and conservation attributes protected by the terms of this Easement:

- The Property abuts the Audubon Society of New Hampshire's 24-acre Hebron Marsh Wildlife Sanctuary and is near the Town of Hebron's 100-acre Charles Bean Sanctuary and 450-acre Town Forest;

- The Property also has over 1,200 +/- feet of scenic undeveloped road frontage along Braley Road , 4,500 +/- Tenney Lane, 2,250 +/- Tenney Hill Road, and is visible by the public from the Cockermouth River;
- The easement will help to protect the water quality of Newfound Lake by conserving approximately 2,465 feet of undeveloped frontage on the Cockermouth River and approximately 5,700 feet of frontage on Wise Brook, both drain into the lake. Newfound Lake is a drinking water source for the nearby Town of Bristol;
- The Property has been identified as having high natural resource values in the Lakes Region Conservation Plan; and
- The Property contains a well-managed mixed hardwood forest with 80% of Property's soils being in highest suitability category (Group I) for forest products.
- The N.H. Fish and Game Department's Wildlife Action Plan, revised as of 2010, has categorized approximately 95% of the Property as "Tier 1," containing the "highest ranking habitats by ecological condition in the state," and 5% as "Tier 2," containing "habitats of highest ranking condition as compared to all habitats in the same biological region.
- Approximately 35 acres of the Property is overlying an identified stratified-drift aquifer.

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report which is on file with the Grantee and Grantor and each of the Executory Interest Holders.

1. **PURPOSES**

Because of the above-described conservation attributes, the Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the "Purposes") for the public benefit:

- A. The protection of the natural habitat or ecosystem of the Property; and
- B. The conservation and protection of open spaces, particularly the conservation of the productive farm and/or forest land of which the Property consists, and the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products; and
- C. The scenic enjoyment of the general public as seen from Braley Road, Tenney Hill Road and Tenney Lane; and
- D. The protection of the quality of ground water and surface water resources on and under the Property;

- E. To conserve and manage the Property forever in its undeveloped state for critical fish and wildlife habitat including wetland, upland, riparian, and deer winter habitat, and to prevent any use of the Property that will significantly impair or interfere with these conservation values;

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2005 Master Plan of the Town of Hebron, which states:

“To preserve wetlands, streams and brooks, maintain the water quality of the Newfound Lake watershed, minimize the effect of new development on the Town’s natural scenic beauty and its pastoral atmosphere, and be in harmony with zoning ordinances in other Lakes Region communities”, and

“To maintain the rural quality of the Town so valued by its residents and to minimize the effect of development on the Town’s natural scenic beauty and pastoral atmosphere” and

“Encourage land trusts, conservation groups, and private and municipal landowners to hold forests, shoreline, and open space for conservation and public recreational uses”,

and consistent with New Hampshire RSA Chapter 79-A:1 “Declaration of Public Interest,” which states:

"It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources;"

and which also states, relative to 270 acres of the Property being enrolled in the Current Use Assessment Program:

“It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. Open space land imposes few if any costs on local government and is therefore an economic benefit to its citizens. The means for encouraging preservation of open space authorized by this chapter is the assessment of land value for property taxation on the basis of current use.”

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

2. **USE LIMITATIONS** (Subject to the Section “Reserved Rights of Grantor” below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any industrial or commercial activities,

except agriculture and forestry (including timber harvesting) as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.

- i. For the purposes of this Easement, "agriculture" shall include but not be limited to: animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing of food crops; the construction of roads or other accessways for the purpose of removing agricultural products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables).

For the purposes of this Easement, "forestry" shall include but not be limited to: the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other accessways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as firewood and maple syrup).

- ii. Any agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a written, coordinated management plan for the sites and soils of the Property. Said agriculture shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails. Said agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire" last revised June 2011 and as may be revised, updated, or superseded from time to time, or by other governmental natural resource conservation and management agencies then active.
- iii. If any forestry is conducted for industrial or commercial purposes, it shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement.
 - a. The goals are:
 - maintenance of soil productivity;
 - protection of water quality, wetlands, and riparian zones;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality;
 - protection of unique or fragile natural areas, such as habitat for state or federally recognized rare, threatened, or endangered species, or such as exemplary natural communities, such habitat or communities as identified by

the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities;

- protection of unique historic and cultural features; and
 - conservation of plant and animal species.
- b. Such forestry shall be performed in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee. Said plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date.
- c. At least thirty (30) days prior to harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. Grantee shall, within thirty (30) days after receiving said certification, provide a copy of same to the N.H. Fish and Game Department. Upon request by the Grantee, the Grantor shall submit the plan itself to Grantee within ten (10) days of such request, with the Grantee acknowledging that the plan's purpose is to guide forest management activities in compliance with this Easement and that the actual activities will determine compliance therewith. Upon request by the N.H. Fish and Game Department, Grantee shall provide to said Department a copy of the forest management plan in effect as of the date of the most recent certification received by the Grantee within the prior ten years. Said Department may, upon reviewing said plan, provide comment only to the Grantee as to said plan's consistency with the Purpose at Section 1.E. above.
- d. The plan shall include:
- * A statement of landowner objectives;
 - * Forest type map showing stands related to the prescriptions provided in the plan;
 - * A map showing soil types as determined by the U.S. Department of Agriculture's Natural Resources Conservation Service (or by other similarly charged successor governmental agency), access roads, wetlands, and surface waters;
 - * Prescriptions for each described stand, including commercial and non-commercial treatments; and
 - * Explanation of how wetlands, riparian areas, vernal pools, and soils will be protected in association with road construction, other soil disturbing activities, and the implementation of stand prescriptions;

and shall specifically address:

- the accomplishment of those Purposes for which this Easement is granted;
 - the goals in Section 2.A.iii.a above.
- e. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
- f. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property recommended by governmental natural resource conservation and management agencies then active, including but not limited to recommended practices in "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 1997, revised 2010), or similar successor publications.
- B. Except as specifically provided for in Sections 3.D. & 3.E. below, the Property shall not be subdivided, and none of the tracts which together may comprise the Property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to roads, trails, dams, fences, utility lines, bridges, culverts, barns, maple sugar houses, farmstands, ponds or sheds; and ii) not detrimental to the Purposes of this Easement. The Grantor shall provide the Grantee with forty-five (45) days' written notice prior to any construction of a permitted structure with a footprint exceeding two thousand (2,000) square feet. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, residence, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, tower, storage trailer, or aircraft landing area.
- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and

- ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State as having responsibility for identification and/or conservation of such species and/or natural communities; and
- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, or as necessary for public safety, and in any case provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed sixteen (16) square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to and consistent with the provisions of Sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, disposal, injection, burning, or burial on the Property of man-made materials or materials then known to be environmentally hazardous.
- H. Except as specifically provided for in Section 3.E. below, no rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. Except as specifically provided for in Sections 3.A. below, the Property shall not be posted against, and the Grantor shall keep access to and use of the Property open for such, non-wheeled, pedestrian, non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, wildlife nature observation, cross-country skiing, fishing, and hunting, but the Grantor shall not be required to keep the Property open to the public for camping. However, the Grantee shall be under no duty to supervise said access, use, or purpose.
- J. A vegetative buffer of 50 feet along both sides of Wise Brook and 100 feet along the Cockermouth River shall be maintained at all times. However, the Grantor shall have the right to establish and maintain crossings (roads, paths, bridges, culverts) as are commonly necessary in the accomplishment of the permitted agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property.

The intent of the Grantor and Grantee is to permit all other uses of the Property that are not inconsistent with the Purposes of this Easement, such inconsistency as determined by the

Grantee, and that are not expressly prohibited herein.

3. **RESERVED RIGHTS OF GRANTOR**

- A. **Posting of Property Against Public Access:** The Grantor reserves the right to post portions of the Property against public access to: agricultural cropland during the planting, growing, or harvesting season; lands actively used by livestock; and forestland during establishment of plantations, harvesting, or other active forest management operations such as planting and thinning of trees and construction or maintenance of woods roads. Subject to prior approval in writing by Grantee, the Grantor reserves the right to limit or prohibit public access to and use of any portion of the Property for an appropriate period of time to halt problematic or abusive uses or behaviors by said public. Said problematic or abusive uses or behaviors may include, but are not limited to, too many hunters using the property at one time, loitering, partying or other large gatherings of people, noisy activities, making of fires or development of unauthorized trails or structures. Grantor may post all or any portions of the Property for the communication of the restrictions or limitations contained in or established under this Section.
- B. **Septic System(s).** The Grantor reserves the right to construct, maintain, repair, and relocate on-site septic system(s), in whole or in part, on the Property for the principal purpose of serving any residential dwelling unit(s) on the land to withdrawn as described in 3.D. below and on the adjacent unrestricted excluded area owned by the Grantor and shown on a plan entitled "Plan of Hazelton Property, Conservation Easement Exclusion Area, in the Town of Hebron, NH", dated November 2012, by Sabourn Surveying, Inc., and to be recorded in the Grafton County Registry of Deeds, but only if there are physical constraints which do not allow said system(s) to be constructed, maintained or replaced at reasonable cost entirely within the adjacent, withdrawn or unrestricted excluded area noted on said Plan. At least thirty (30) days prior to the construction or relocation of any such septic system in the Property, the Grantor shall submit to the Grantee, for Grantee's approval, a written description of the proposed construction or relocation, including size, extent, location, timing, and method of construction or relocation. Within thirty (30) days after Grantee's receipt of such submission, the Grantee shall approve or disapprove in writing and shall so inform the Grantor. Said approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons therefor. Grantee's failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise. In the event of an emergency, Grantee may, in Grantee's sole discretion, waive the thirty (30) day notification requirement and, only in association therewith, the thirty (30) day response requirement.
- C. **Cabin.** The Grantor reserves the rights to construct, utilize, maintain, repair, relocate, or replace one cabin, and ancillary buildings, structures, and improvements, on the Property for periodic non-commercial recreational use only, and not for use as a year-round residence. All of the following provisions shall apply to the exercise of said rights:

- i. The cumulative footprint of the cabin and all its ancillary buildings and structures, such as a deck, porch, storage shed, outhouse, and other outbuildings, shall not exceed 500 square feet in size.
- ii. The height of a cabin or any other ancillary structure shall not exceed 25 feet as measured from the average grade to the highest elevation of the structure.
- iii. Aboveground and underground public utility lines, including but not limited to power, communication, water, and sewer lines, are prohibited.
- iv. Septic systems, except for outhouses, composting toilets, and similarly self-contained disposal systems, are prohibited.
- v. No access way serving said cabin shall have a paved, asphalt or concrete surface.
- vi. At least forty-five (45) days prior to the commencement of any land clearing for a cabin site, or of the construction or relocation of any cabin or access road thereto, the Grantor shall submit to the Grantee, for Grantee's approval, a written description and sketch plan of the proposed activity, including size, extent, location, timing, and method of construction or relocation. Within forty-five (45) days after Grantee's receipt of such submission, the Grantee shall approve or disapprove in writing and shall so inform the Grantor. Said approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons therefore. Grantee's failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise.

D. Withdrawal Area: The Grantor reserves the right to withdraw once from the Property described in Appendix A of this Easement a single area of land not to exceed 3 acres in size to allow for creation of one (1) new separate parcel or 110% of the minimum size required by the town or other governmental entity for a new parcel at the time of withdrawal, whichever is greater. All of the following provisions shall apply to any withdrawal exercised under this Section 3.D.:

- i. The said parcel to be withdrawn shall be withdrawn approximately from the area identified as "approximate Location of Withdrawal Window" shown on said Plan entitled "Plan of Hazelton Property, Conservation Easement Exclusion Area, in the Town of Hebron, NH", dated November 2012, by Sabourn Surveying, Inc., to be recorded in said Registry of Deeds.
- ii. Said withdrawal parcel shall consist of one contiguous area of land;
- iii. Said area may be subdivided and/or conveyed separately from the Conservation Easement Property.
- iv. To effect such withdrawal, the Grantor shall provide written notice to the Grantee of the proposed exercise, at least sixty days prior to the commencement of any

construction or other on-site activities, including but not limited to land clearing, or altering the area sought to be withdrawn. Said notice shall include the specific details of said exercise, such as but not limited to scope, size, location and shall include a draft survey plan prepared by a licensed surveyor at the Grantor's expense showing the boundaries of the area to be withdrawn. Within sixty days after Grantee's receipt of such notice, the Grantee shall approve or disapprove in writing the proposed exercise, such approval not to be unreasonably withheld, and the Grantee shall so inform the Grantor. Any disapproval shall specify in detail the reasons therefor. Grantee's failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise. Grantor and Grantee shall join in recording a notice of withdrawal at said Registry, said notice including the final, approved version of the aforesaid survey plan prepared in recordable form at the Grantor's expense.

- v. The owner(s) from time to time of said withdrawn area shall have the right to construct, maintain, replace, repair, and relocate on the Property a driveway(s) and utility lines including but not limited to water supply lines and power and communication lines only to serve the area withdrawn pursuant to this Section 3.D. Further, said rights are exercisable only on at least sixty (60) days prior written notice to Grantee of the construction or relocation of any driveway or utility line, said notice to include the specific details thereof, such as but not limited to the scope, size, and location of any such improvements and the timing of said activities.

E. Right of Way and/or Land Swap

- i. The Grantor reserves the right to legally convey a right of way or permit, across the Property, the maintenance, repair and replacement of the existing driveway, utility lines, if any, and the bridge over Wise Brook only to serve the abutting property owned now or formerly by Mark N. Connors, Paul M. Connor and Douglas M. Connor, as shown on the plan entitled "Survey for David C. Hazleton, John P. Hazelton, and Paul S. Hazelton, in the Town of Hebron" prepared by Sabourn Survey Inc., 70 Lost River Road, North Woodstock, New Hampshire, recorded in the Grafton County Registry of Deeds as Plan # 13908.
- ii. Subject to the approval of the Grantee and each of the Executory Interest Holders, the Grantor also reserves the right to perform a boundary line adjustment to swap and convey not more than 2 acres of the Property for an equal amount of land with similar attributes, only to facilitate an exchange of said existing driveway, utility lines, if any, and the bridge over Wise Brook with said abutters, Mark N. Connors, Paul M. Connor and Douglas M. Connor, or a future owner of said Connor's land. Said conveyed land is to be released from the Easement and the acquired land to be subject to the Easement.
- iii. To effect such conveyance, the Grantor shall provide written notice to the Grantee and each of the Executory Interest Holders of the proposed exercise, at least ninety (90) days prior to such conveyance. Said notice shall include the specific

details of said exercise, such as but not limited to scope, size, and location of any proposed structures, improvements, and utilities, and shall include a draft survey plan prepared by a licensed surveyor at the Grantor's expense showing the boundaries of the area to be conveyed and the boundaries of the land to be acquired. Within sixty (60) days after receipt by the Grantee and each Executory Interest Holder of such notice, each of them shall approve or disapprove in writing the proposed exercise, such approval not to be unreasonably withheld, and each shall so inform the Grantor and each other. Any disapproval shall specify in detail the reasons therefor. Failure of both Grantee and each Executory Interest Holder to so approve or disapprove within said period shall constitute an approval of the proposed exercise.

4. **AFFIRMATIVE OBLIGATION FOR PUBLIC ACCESS**

Pursuant to New Hampshire RSA chapter 227-M, there is hereby conveyed, and Grantor shall permit, non-motorized public pedestrian access to, on and across the Property for hunting, fishing, nature observation, hiking, cross-country skiing and similar transitory low-impact, non-commercial, recreational purposes, but not for camping, subject to the rights reserved in Section 3.A. See also Section 2.I. above.

5. **NOTIFICATION OF TRANSFER, TAXES, & MAINTENANCE**

- A. The Grantor agrees to notify the Grantee in writing within ten (10) days of the transfer of title to the Property or any division of ownership thereof permitted hereby, including any change in Trustee for Property held in trust.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

6. **BENEFITS & BURDENS**

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of this Easement 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; agrees to and is capable of protecting the conservation purposes of this Easement; and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

7. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed twenty-four (24) square inches in size, along the Property's boundaries.
- C. The Grantee shall have the rights to post, and to authorize others to post, the Property against or otherwise limit public access only with the consent of the Grantor and only if such access is shown to degrade the conservation attributes of the Property, to be inconsistent with the Purposes of this Easement, or to threaten public safety.

8. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning the interpretation of the provisions of the Easement, or any use or activity on the Property, will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any proposed or actual use, activity, or failure to take action (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and if the Grantor agrees not to proceed or continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own legal fees and other associated costs, and the costs of mediation shall be split equally between the parties.
- C. If the parties cannot agree upon the selection of a mediator, if all parties agree to bypass mediation, if any party refuses to participate in or continue with mediation, or if the parties are unable to resolve the disagreement, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542 as may be amended from time to time. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall

forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement. Each party shall pay its own legal fees and other associated costs, and the costs of arbitration shall be split equally between the parties.

- D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some use, activity, or failure to take action of the Grantor or of a third party is causing irreparable harm or damage to the Property, or creates an imminent threat of same, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to: cause the cessation of any such damage or harm or threat of same; enforce the terms of this Easement; enjoin any violation by permanent injunction; and require the restoration of the Property to its condition prior to any breach.

9. **BREACH OF EASEMENT – GRANTEE’S REMEDIES**

- A. If the Grantee determines that a violation or breach of this Easement has occurred (which together shall hereinafter be referred to as “breach”), the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves damage, disturbance, or harm (hereinafter referred to as “damage”) to the Property, to restore the portion of the Property so damaged to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions, in the Grantor’s name, that are reasonably necessary to repair any damage or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such damage.
- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to any conservation attribute of the Property, the Grantee may pursue its remedies under this Section, “Breach of Easement...,” without prior notice to the Grantor or without waiting for the period provided for cure to expire.

- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for the breach or for damage to any conservation attributes protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee's rights under this Section, "Breach of Easement...", are in addition to the provisions of the Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that conservation attributes protected by this Easement are in immediate danger of irreparable damage, the Grantee may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement...", both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Unless otherwise determined by the arbitrators or courts each party shall bear its own costs of any enforcement action.
- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term hereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of: such term or any subsequent breach of the same; any other term of this Easement; or any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any damage to, or change in, the Property, or to any person, resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant damage to the Property or to any person resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement, and, further, prior to either party taking any such separate action, the Grantee and Grantor shall first discuss with one another opportunities for taking collective action.

10. EXECUTORY INTEREST

A. If the Grantee ceases to enforce the Easement conveyed hereby, or fails to enforce it within thirty (30) days after receipt of written notice from an Executory Interest Holder requesting such enforcement, delivered in hand or by certified mail, return receipt requested, then any of the Executory Interest Holders shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstances, each Executory Interest Holder shall then also have the right to terminate the interest of the Grantee in the Property, subject to Grantee's right to dispute such enforcement, by recording a notice to that effect referring hereto in said Registry of Deeds and shall thereupon assume and thereafter have all interests, rights, authority, and responsibilities granted to and incumbent upon the Grantee of this Easement. The interest held by each Executory Interest Holder is assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits and Burdens" above. Any assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

B. Each Executory Interest Holder shall have reasonable access to the Property and all of its parts for such inspection as each Executory Interest Holder finds necessary to determine compliance with and enforce the terms of this Easement, to exercise the rights conveyed by this Easement, to carry out the duties assumed by each Executory Interest Holder, and to maintain boundaries if any Executory Interest Holder desires.

C. In the circumstance of the preceding paragraph A, or in the event the Grantee acquires the underlying fee interest in the Property, any Executory Interest Holder shall then also have the right to terminate the Easement interest of the Grantee in the Property, after providing written notice to the Grantee, by recording a notice to that effect in said Registry of Deeds referring hereto. The Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.

D. The interests held by each Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits & Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

11. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested, or by prepaid overnight delivery service providing a signed receipt for delivery, to the appropriate address set forth

above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

12. **SEVERABILITY**

If any provision of this Easement, 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 Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

13. **HOLD HARMLESS**

The Grantor agrees to release, hold harmless, defend and indemnify the Grantee from any and all liabilities including, but not limited to, injuries, losses, damages, judgments, costs, expenses and fees which the Grantee may suffer or incur as a result of, arising out of, or connected with: (i) the acts or omissions of the Grantor, other than those caused by the negligent acts or acts of misconduct by the Grantee; or (ii) violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement by any person, other than the Grantee, in any way affecting, involving, or relating to the Property.

14. **ENVIRONMENTAL RESPONSIBILITIES**

Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of any of Grantor's activities on the Property, except for Grantee's rights and responsibilities related to the monitoring of the Property and enforcement of this Easement, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended ("CERCLA"), or of any other federal, state, or local law or regulation making operators of property responsible for remediation of contamination.

15. **EXTINGUISHMENT & CONDEMNATION**

- A. **Extinguishment.** The Grantor acknowledges that at the time of the conveyance of this Conservation Easement to the Grantee and each Executory Interest Holder, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee and each Executory Interest Holder. If a change in conditions takes place which makes it impossible or impractical for the continued protection of the Property for conservation purposes and the restrictions contained herein are extinguished by judicial proceeding, the parties agree upon a subsequent sale or exchange of the Property, the Grantee and each Funder identified on page 2 above shall be entitled to a portion of the

net proceeds equal to the proportionate value of the Conservation Easement relative to the fair market value of the Property as a whole (or in the event that the Property is exchanged, the Grantee and each Executory Interest Holder shall be entitled to an equivalent amount at the time of such exchange). The values of the interest of the Grantor and Grantee's and each Funder's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of extinguishment. By virtue of the grant funding provided for the purchase of this Conservation Easement and to the provisions set forth in the Grant Agreements of each Funder, each Funder shall be entitled to its percentage of the net proceeds payable to the Grantee resulting therefrom. Each of the said Funders may consent to or require the Grantee's use of its portion of the proceeds to acquire other land or interests in land of equal monetary or resource value. The Grantee shall use its share, if any, of the proceeds in a manner consistent with the conservation Purposes of this Conservation Easement.

- B. **Condemnation.** Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. In such event, the proceeds shall be divided between the Grantor and the Grantee and each said Funder in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of the interest of the Grantor's and Grantee's and each Funder shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation. By virtue of the grant funding provided for the purchase of this Conservation Easement and to the provisions set forth in the Grant Agreements of each Funder, each Funder shall be entitled to a portion of the net proceeds payable to the Grantee pursuant to percentage of the funds provided to purchase the Conservation Easement and project expenses documented herein. Each of the Funders may consent to or require the Grantee's use of its portion of the proceeds to acquire other land or interests in land of equal monetary or resource value. The Grantee shall use its share, if any, of the proceeds in a manner consistent with the conservation Purposes of this Conservation Easement.

16. **GRANT AGREEMENT**

This Conservation Easement was acquired in part with funding received by the Grantee from the Funders. All present and future uses of the protected property are and shall remain subject to the terms and conditions described in each of the Grant Agreements of the Funders, signed by the Grantee and to the other administrative requirements of the applicable grant funding programs.

17. **ADDITIONAL EASEMENT**

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an

additional instrument to that effect, provided that: the conservation purposes of this Easement are not diminished thereby; a public agency or qualified organization described in the Section "Benefits & Burdens," above, accepts and records the additional easement; and Grantor has given advance written notice, including copy of proposed additional easement, to Grantee at least sixty (60) days prior to execution.

18. **AMENDMENT**

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. Any amendment shall be approved by each Executory Interest Holder. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in said Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

19. **ENTIRE AGREEMENT**

This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, and agreements relating to this Easement, all of which are merged herein.

20. **GOVERNING LAW & INTERPRETATION**

This Easement shall be interpreted under and governed by the laws of the State of New Hampshire, and shall be liberally construed to effect the Purposes of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2013.

Paul Hazelton

STATE NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2013 by Paul Hazelton. The identity of the subscribing party was determined by **(check box that applies and complete blank line, if any):**

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2013.

Dave Hazelton

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2013 by Dave Hazelton,. The identity of the subscribing party was determined by (**check box that applies and complete blank line, if any**):

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2013.

Janet Hazelton
as Executrix under the will of John P. Hazelton

STATE NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2012 by Janet Hazelton as Executrix under the will of John P. Hazelton. The identity of the subscribing party was determined by (**check box that applies and complete blank line, if any**):

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

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

ACCEPTED: SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

By: _____

Title:

Duly Authorized

Date: _____

STATE NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____,
2013 by _____ on behalf of the Society for the
Protection of New Hampshire Forests. The identity of the subscribing party was determined by

(check box that applies and complete blank line, if any):

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

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

**ACCEPTED: State of New Hampshire, Land and Community Heritage Investment Program
Authority**

By _____
Dorothy Taylor, Executive Director
Its duly authorized agent

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this _____ day of _____, 2013, before me the undersigned officer, personally
appeared Dorothy Taylor known to me (or satisfactorily proven) to be the authorized agent of the
Land and Community Heritage Investment Program Authority and that being authorized so to do
on behalf of such entity, executed the foregoing instrument for the purposes therein contained.

In witness whereof I set my hand and seal.

Justice of the Peace/Notary Public

My commission expires:

ACCEPTED: State of New Hampshire, New Hampshire Department of Environmental Services

The State of New Hampshire, acting through its **New Hampshire Department of Environmental Services** on this
day ____ of _____, 2013.

Lori L. Sommer, Wetland Mitigation Coordinator
NH Department of Environmental Services

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this _____ day of _____, 2013, Lori L. Sommer, who acknowledges himself to be the Wetland Mitigation Coordinator for the New Hampshire Department of Environmental Services, 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: _____

Approved by the Governor and Executive Council: Date _____ Item _____.

Approved as to form, substance, and execution on this ____ day of _____, 2013:

Assistant Attorney General

APPENDIX A

The "Property" subject to this Easement consists of that certain parcel of undeveloped land, consisting of approximately 272.73 acres, situate on Braley Road and Tenney Lane in the Town of Hebron, County of Grafton, and State of New Hampshire, shown as Tax Map 17, Lot 4, Tax Map 16, Lots 1 & 1A on a survey plan entitled "Survey for David C. Hazleton, John P. Hazelton, and Paul S. Hazelton, in the Town of Hebron" prepared by Sabourn Survey Inc. , 70 Lost River Road, North Woodstock, New Hampshire, recorded in the Grafton County Registry of Deeds as Plan # 13908.

Consisting of 272.73 acres, more or less.

EXCEPTING AND RESERVING THEREFROM – A 9.99 acre parcel of land shown on a plan entitled "Plan of Hazelton Property, Conservation Easement Exclusion Area, in the Town of Hebron, NH", surveyed November 2012, by Sabourn Surveying, Inc., to be recorded in said Registry of Deeds herewith.

MEANING AND INTENDING to describe a portion of the premises conveyed to David C. Hazelton, Paul A. Hazelton and John P. Hazelton as the residuary legatees u/w/o Louise C. Hazelton, Grafton County Probate #92-133.

John P. Hazelton died on _____, see Death Certificate of John P. Hazelton recorded at Book ___, Page _____ in said Registry

SUBJECT TO the following:

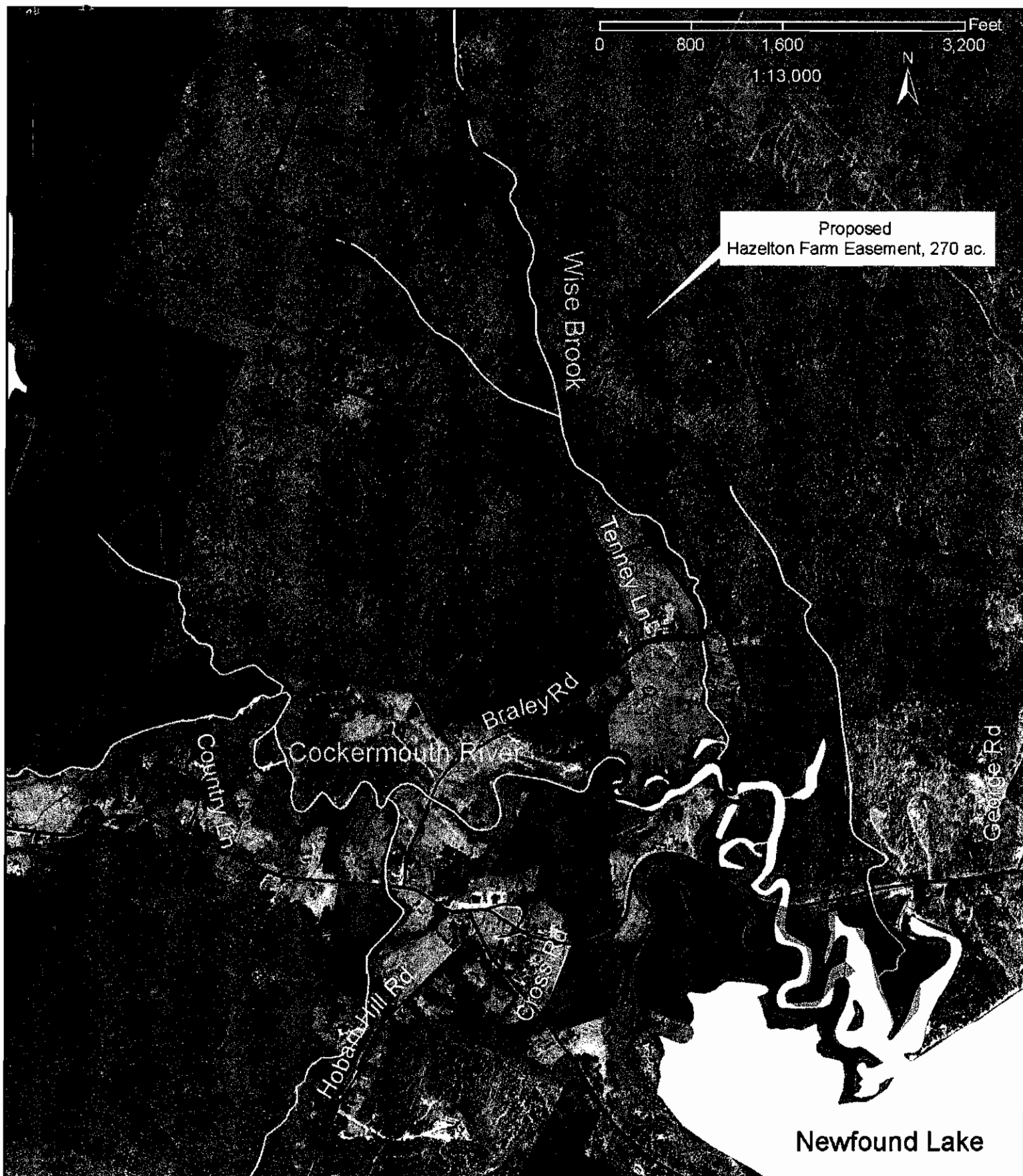
A. An easement in favor of Franconia Paper Company, its successors and assigns, to pass and repass over Tenney Lane from Braley Road, for a mile or so, to land of Franconia Paper Company on Tenney Mountain and Crosby Mountain dated May 12, 1966 and recorded at Book 1033, Page 152 in the Grafton County Registry of Deeds;

B. Subject to Current Use Taxation in favor of the Town of Hebron dated April 20, 2006 and recorded at Book 3277, Page 312 in said Registry placing Tax Lot 17-4, 35 acres, situated at 135 Braley Road in current use tax classification;

C. Subject to a Current Use Taxation in favor of the Town of Hebron dated April 20, 2006 and recorded at Book 3277, Page 314 in said Registry placing Tax Lot 16-1-1, 50 acres, situated on Tenney Lane in current use tax classification;

D. Subject to a Current Use Taxation in favor of the Town of Hebron dated April 20, 2006 and recorded at Book 3277, Page 316 in said Registry placing Tax Lot 16-1, 200 acres, situated on Braley Road in current use tax classification;

Not homestead property.



Legend

-  Hazelton Farm Easement
-  Conservation Lands
-  Wetlands

Hazelton Farm Easement 270 acres, Hebron, NH

Society for the Protection of New Hampshire Forests
54 Portsmouth St. - Concord, NH 03301 - www.forestsociety.org

SOCIETY FOR THE
PROTECTION OF
NEW HAMPSHIRE
FORESTS



