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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2214 Fax: 271-6488 www.nhdfi.org

December 16, 2020

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

REQUESTED ACTION

Pursuant to RSA 227-H:3, authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (Department) to purchase Conservation Easements and enter into subsequent Snowmobile Agreements described in Appendix B on 6,395 +/- acres in the towns of Campton and Sandwich in Grafton and Carroll Counties, New Hampshire, known as the "Beebe River Uplands Forest Legacy Project" (the Project) for an amount not to exceed \$2,600,000 for the purpose of protecting natural resources and ensuring continued access to the properties upon Governor and Executive Council approval. 100% Federal Funds.

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

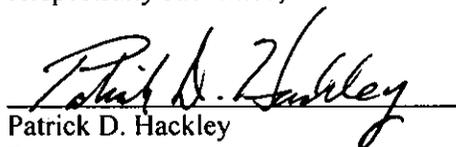
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| 03-035-035-351010-35460000-033-509033 Land Acquisition & Easements | FY 2021 \$2,600,000 |
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EXPLANATION

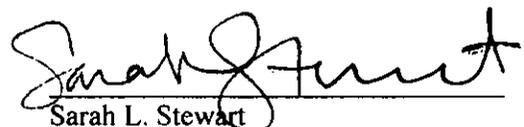
The Department has received a Federal Financial Assistance Award of \$2,600,000 under the State Grant Option of the Forest Legacy Program (Grant Award #17-DG-11420004-157) for the Project. The conservation of the 6,395 +/- acres, contained in two tracts identified as Beebe River Trust and Spencer Brook Headwaters (Property), will protect a significant conservation and woodland resource. The Property encompasses 32% of the Beebe River watershed, and contains productive northern hardwood and conifer forests, valuable wildlife habitat and significant water resources along the Beebe River and its associated tributaries. The exceptional water quality spawns native brook trout. Its forests provide critical habitat for rare, threatened, and endangered species. The Property will be managed for sustainable timber production, wildlife habitat and water resource protection, and ensure public access for traditional public recreational opportunities including pedestrian public uses such as hiking, hunting, and fishing, and contains State designated snowmobiling trails.

The Conservation Easement language has been approved by the Attorney General's Office. The total Forest Legacy payment for the Conservation Easements will not exceed \$2,600,000 or the appraised value, as stipulated by Federal Forest Legacy Program Standards and Guidelines. The Conservation Fund has completed the title, survey, stewardship plan, baseline documentation, and environmental due diligence. Administrative grant funds from the Forest Legacy account will be used to purchase title insurance. The Conservation Fund will contribute in excess of 25% matching funds through bargain sale of the conservation easements and in-kind services. There are no State monies contributing to the acquisition of the Project.

Respectfully submitted,


Patrick D. Hackley
Director

Concurred,


Sarah L. Stewart
Commissioner

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE November 30, 2020

FROM Michael Haley
Attorney

AT Department of Justice
Civil Bureau

SUBJECT Grant of Conservation Easement (Beebe River Tract)

TO Dea Brickner-Wood
Division of Forests and Land
New Hampshire Department of Natural and Cultural Resources

The office of the Attorney General has reviewed the Grant of Conservation Easement with respect to the property referred to as the Beebe River Tract, located in the towns of Campton and Sandwich, Grafton and Carroll Counties, New Hampshire, granted by the Conservation Fund. This Grant of Conservation Easement is approved as to form and substance only. Following Governor and Council approval, please submit the fully executed Grant to this Office for approval of execution prior to recordation in the Registry of Deeds.



Michael Haley

**Return to:
Tracey Boisvert
Land Management Bureau
DNCR Forests and Lands
172 Pembroke Road
Concord, New Hampshire 03301**

**THIS IS A TRANSFER TO THE STATE
OF NEW HAMPSHIRE AND IS
THEREFORE EXEMPT FROM THE
NEW HAMPSHIRE REAL ESTATE
TRANSFER TAX PURSUANT TO RSA
78-B:2(I)**

GRANT OF CONSERVATION EASEMENT

Beebe River Uplands – Beebe River Tract

Towns of Campton and Sandwich, Grafton and Carroll Counties, State of New Hampshire

The Conservation Fund with a mailing address of 1655 North Fort Meyer Drive, Suite 1300, Arlington, VA 22209 ("Fee Owner" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes the plural, and shall, unless the context clearly indicates otherwise, Fee Owners, executors, administrators, legal representatives, successors and assigns), hereby grants with quitclaim covenants in perpetuity to the **STATE OF NEW HAMPSHIRE**, c/o the Department of Natural and Cultural Resources, with a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 ("Easement Holder" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes the Easement Holder's executors, administrators, legal representatives, successors and assigns), the Conservation Easement ("Easement") hereinafter described with respect to a certain parcel of land with access thereto being unimproved land situated in the Towns of Campton and Sandwich, Counties of Grafton and Carroll, State of New Hampshire, more particularly described in Appendix A attached hereto and made a part hereof ("Property"). The underlying fee interest in the Property will be held and conveyed subject and subordinate to the Easement.

WHEREAS, the Property contains 5,441 acres, more or less, of quality timberland in the Northern Forest that has been under continuous forest management since the early 1900's;

WHEREAS, the Property contains 5,441 acres or 27% of the 20,185-acre Beebe River watershed, including 4.6 miles of the Beebe River and its tributaries, including, Spencer Brook, supporting cold water fisheries and all producing wild native brook trout (NH Species of Special Concern) which only occurs in approximately 7% of the 279 sub-watersheds in New Hampshire, and classified as Excellent Water Quality by New Hampshire Fish and Game Department;

WHEREAS, approximately 83 acres of the Property lies over a stratified drift aquifer in the State of New Hampshire;

WHEREAS, six public water supply intakes, including Campton Water District, and more than 50 private wells within the Beebe River watershed with the closest private well, being located within ½ mile of the Property; and

WHEREAS, the Property contains approximately 45 acres of mapped wetlands, including a 22-acre wetland complex south of the Beebe River near the eastern boundary, all being valuable for wildlife habitat and recreational resources, 4.6 miles of frontage along the Beebe River, an important corridor for wildlife and recreation, and four major wildlife habitat land cover types including Northern Hardwood-Conifer, Hemlock-Hardwood-Pine, Rocky Ridge, Cliff or Talus Slope, and Marsh and Shrub Wetland which contribute to a significant portion of the Property being mapped as the highest ranked biologically important areas the provide habitat for 18 species of greatest conservation need in the New Hampshire Wildlife Action Plan (2015);

WHEREAS, the Property is included in The Nature Conservancy's Northeast Resilience Model is ranked highest for ecological integrity and above average for resiliency, landscape complexity and connectedness, making it highly suited to species adaptability in climate change;

WHEREAS, the Property contains habitat that supports rare and threatened species, identified by the New Hampshire Natural Heritage Bureau, that are known to occur on or near the Property, including American marten (NH Threatened), Bicknell's thrush (NH Species of Special Concern) and the uncommon smooth green snake, (NH Species of Special Concern), as well as several game and non-game species including moose, black bear, bobcat, deer, woodcock, and migratory songbirds;

WHEREAS, a rare plant, the clustered sedge (NH Threatened), as well as several uncommon plant species or unusual examples of more common species and seven natural communities of local significance have been observed on the Property;

WHEREAS, the Property is an important resource for such recreational activities as hiking, hunting, fishing, trapping and snowmobiling;

WHEREAS, the Property enhances the forest management, wildlife habitat, and public recreation goals of the State of New Hampshire as it is part of a larger landscape of protected lands in the Squam Lakes Region of New Hampshire that includes approximately 1,200 acres of privately conserved lands, 2.5 miles +/- of the 17-mile Crawford Ridgepole Trail, and shares a 6.5mile boundary with US Forest Service White Mountain National Forest;

WHEREAS, the Property includes several resources of cultural or historic significance, including the Beebe River Grade Road which follows a former railroad bed connecting the Towns of Campton and Sandwich and used to move timber products from the woods to the mills, multiple remnant structures from former logging camps, sugar houses, cellar holes, mills, barns, stone walls, and two former mica mines.

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

1. PURPOSES

The Easement is granted pursuant to NH RSA 477:45-47 exclusively for the following conservation purposes ("Purposes"):

1.A To preserve and conserve open spaces and scenic values, particularly the conservation of the approximately 5441 acres of productive forest land of which the Property consists, for the enjoyment and education of the general public; and

1.B To provide for the continuation of traditional forest uses including forest management and outdoor recreation; and

1.C To preserve and conserve waterfront, streams, riparian areas, wetlands, and the quality of groundwater and surface water resources, fish and wildlife habitats, rare and exemplary plants and natural communities, and the ecological processes that sustain these natural features, and cultural resources; and

1.D. To provide public pedestrian access on the Property, which will allow the general public to hike, hunt, fish, trap, cross-country ski, observe wildlife, and participate in other low-impact outdoor recreational activities, and snowmobile on designated trails on the Property; and

1.E To provide public pedestrian access on the Property, which will allow the general public to hike, hunt, fish, trap, cross-country ski, observe wildlife, and participate in other low-impact outdoor recreational activities, and including snowmobile use on designated trails on the Property.

These Purposes are in accordance with the clearly delineated open space conservation goals and objectives as stated in the Forest Legacy Program as established in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 USC Section 2103C) which was created "to protect environmentally important forest lands threatened with conversion to non-forest uses;" the State of New Hampshire "Assessment of Need"; NH RSA 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape and conserving the land, water, forest, agricultural and wildlife resources;" and the Department of Natural and Cultural Resource's authority to acquire public forest lands (Title XIX-A Chapter 227-H).

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

2. USE LIMITATIONS (Subject to the Reserved Rights specified in Section 3 below.)

2.A Prohibited Uses. The Property shall be maintained in perpetuity as open space as defined in NH RSA 79-A:2, without any residential, industrial or commercial activities, being

conducted thereon, except Agricultural and Forest Management Activities, as defined below, provided that the long-term capability of the Property to produce forest products shall not be degraded by on-site activities and provided that no more than twenty-five (25%) of the total Property area shall be in "compatible non-forest uses", which includes cultivated farmland, pasture, and grassland and open water, in accordance with Forest Legacy Program requirements.

i. "Forest Management Activities" and or "Forestry" shall include the production of plants or plant products for domestic or commercial purposes; the planting, growing, stocking, cutting, removal, transport, and sale of trees of any size capable of producing pulpwood, saw logs, biomass, Christmas trees, or other timber or plant products; forest evaluation, planning, and all standard pre-commercial and commercial silvicultural activities; the construction and maintenance of roads or other access ways and ancillary improvements for the purpose of conducting forest management activities; the collection, processing and sale of maple or birch syrup from sap produced on the Property; applying in compliance with applicable statutes and regulations, herbicides, pesticides, fungicides, rodenticides, insecticides and fertilizers; the processing of trees grown on the Property with hand held or portable equipment and machinery designed and commonly used for in-woods processing and ancillary activities directly related to such processing thereto.

ii. "Agriculture" and / or "Agricultural" shall be a "compatible non-forest use", and shall include land based practices such as animal husbandry, floriculture, and horticulture activities, the production of plant and animal products for domestic or commercial purposes, and the harvesting and sale of agricultural products grown on the Property (such as Christmas trees and pick-your-own fruits and vegetables), all of which utilize the productive capability of the Property and all as not detrimental to the purposes of the Easement. A "compatible non-forest use" is a non-forest use of the land that may be compatible with forest uses as part of an undeveloped landscape, including cultivated farmland, pasture, grassland, shrub land, open water, and wetlands.

Agriculture shall be performed in accordance with a written coordinated Agriculture Management Plan ("AMP") for the sites and soils of the Property. The AMP shall be prepared by the Fee Owner and approved by the Easement Holder, and may be included in the Multi-Resource Management Plan for the Property, as described in Section 2.E ("Multi-Resource Management Plan"), or submitted as an independent document. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active and approved by the Easement Holder. Such management activities shall not be detrimental to the Purposes of the Easement, as described in Section 1 ("Purposes"), nor materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

2.B Permitted Conservation Uses. The following non-commercial Conservation Activities (hereinafter "Conservation Activities") shall be allowed on the Property: Habitat Management, Natural Resource-Based Outdoor Education, and Outdoor Recreation all as defined below and as consistent with RSA 79-A, RSA 477:45-47, and Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 USC Section 2103C) Forest Legacy Program.

i. "Habitat Management" shall mean the practical application of scientific and technical principles so as to maintain native plant and animal species and their habitats. Activities shall include, but not be limited to, cutting, pruning, girdling, mowing, brush-hogging or burning of trees or other vegetation to improve habitat conditions for state-listed species or species of documented concern; installing denning or nesting structures for improving the utilization of natural resources and habitats by wildlife populations; controlling non-native and invasive species threatening native species through mechanical, chemical, or other means; and plant and animal habitat evaluation and planning.

ii. "Natural Resource Based Outdoor Education" shall mean outdoor activities intended to teach the general public about the environment and the natural resources on the Property and shall include the construction of blinds, observational platforms or signs; conducting experiments that do not involve the manipulation or modification of the Property; conducting tours or field walks; and the removal of an incidental amount of plant material.

iii. "Outdoor Recreation" shall mean low-impact non-commercial activities pursued by the public including, but not limited to, hiking, nature study, bird watching, fishing, camping, snow shoeing, hunting, and cross-country skiing both on and off unpaved paths and trails; riding snowmobiles, mountain bicycles, and horses on designated trails; and constructing and maintaining unpaved paths and trails. Other motorized recreational vehicles may be permitted upon written mutual agreement by the Fee Owner and Easement Holder.

iv. "Ecosystem Services Markets" (ESM) shall mean institutions or settings in which numerous individuals voluntarily trade permits or credits of an ecosystem service, typically using money as the means of exchange. For the purposes of the Easement, the extraction of timber and non-timber forest products, and recreation uses including hunting leases are excluded from this definition of ecosystem service markets.

The Fee Owner may engage in ecosystem services markets under other programs but such action must not adversely affect the interest granted under the Easement to the Easement Holder or the Easement Holder's right of enforcement or be inconsistent with or defeat the conservation purpose for which the Easement was acquired. No agreements relating to ecosystem service markets shall be made regarding the Property that is or is likely to become inconsistent with the Easement purposes, terms of the Easement, or other documents incorporated by reference. If the Fee Owner wishes to enter into such an agreement, the Fee Owner of the fee title will notify the Easement Holder of any proposed participation in ecosystem service markets the Fee Owner deems compatible with the Purposes and Terms of the Easement and related documents and explain why they believe market participation is compatible. The Easement Holder will determine the compatibility of the market participation. As needed and appropriate to make the determination, the Easement Holder will consult with the USDA Forest Service. If it is determined to be compatible, the Easement Holder will provide an approval and authorization letter to the Fee Owner and include the letter and ESM participation documentation as an attachment to the current Multi-Resource Management Plan/Forest Stewardship Plan. The Easement Holder may review and monitor all ecosystem service market participation for compatibility with Easement purposes and requirements.

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

i. maintenance of a sustainable source of timber, pulpwood, biomass and other commodity and non-commodity forest products;

ii. maintenance or improvement of the overall quality of forest resources through management that promotes the production of high quality forest resources, such as sawlogs and veneer;

iii. regeneration of forest stands through silvicultural practices that promote forest types suited to site capability;

iv. maintenance of forest health through monitoring and control of fire, disease, and insect outbreaks;

v. long term maintenance of soil productivity;

vi. maintenance and protection of biological diversity and integrity through the promotion of a forest that reflects a diversity of stand ages and naturally occurring forest types in a majority of the forest, the conservation of rare and exemplary natural communities and the conservation and enhancement of native plant and animal species and their habitats, including establishment and retention of a range of sizes and types of downed woody debris, snag trees, cavity trees, very large/old trees, and early successional habitats;

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

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

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

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

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

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

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

ii. in compliance with the approved Forest Multi-Resource Management Plan as defined in Section 2.E. (“Multi-Resource Management Plan);

iii. in accordance with the then-current, generally accepted best management practices for the sites, soils and terrain of the Property as described in “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire” (State of New Hampshire, Division of Forests and Lands, 2016) and successor documents and “Best Management Practices for Erosion Control During Trail Maintenance and Construction” (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails, 2004) and successor publications; and

iv. guided by the “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (Department of Resources and Economic Development Division of Forests and Lands and UNH Cooperative Extension, 2010) and successor documents (hereinafter referred to as “Good Forestry in the Granite State”).

2.E Multi-Resource Management Plan. The Fee Owner shall manage the Property in a manner that is in compliance with the Easement, the Special Management Areas, and in compliance with a written and approved forest and land management plan (“Multi-Resource Management Plan”) signed by a professional forester licensed by the State of New Hampshire or other qualified persons approved in advance by the Easement Holder.

i. Content. The initial Multi-Resource Management Plan for the Property dated _____, 20____, was submitted by the Fee Owner and approved by the State Forester or designee on behalf of the Easement Holder on _____, 20__ (the “Commencement Date”). An update to the Multi-Resource Management Plan shall be submitted by the Fee Owner to the Easement Holder for review at least 90 days prior to the tenth anniversary of the Commencement Date and at least once every ten (10) years thereafter (each “Update”). The Multi-Resource Management Plan and all Updates shall be consistent with and specifically address how each of the Purposes and Stewardship Goals, as set forth in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals for the Property”) here of are going to be achieved or progressed towards. The then current Multi-Resource Management Plan shall remain in effect until it is duly updated or amended pursuant to Section 2.E.ii and iii hereof. Information in the Multi-Resource Management Plan should be reasonably sufficient to assess that the Property is being managed sustainably and in accordance with the Stewardship Goals. Multi-Resource Management Plans shall include at least the following elements:

- a. Maps, Descriptions and Management Considerations for the following resources:
 1. Forest types and/or natural communities including past management history, general tree growth rates and quality, insects and disease, access and operability;
 2. Management units into which the Property will be divided (“Treatment Units”);
 3. Geological attributes including topography, soils, aquifers, wetlands, ponds and streams;
 4. Known habitat features for wildlife, and rare, threatened or endangered animal

- species;
- 5. Known exemplary natural communities and rare, threatened or endangered plant species;
- 6. Known archeological, historic and cultural resources;
- 7. Aesthetic resources;
- 8. Forest access roads and trails;
- 9. Improvements ancillary to Forestry, Agriculture and Conservation Activities;
- 10. Outdoor recreational features including all roads, trails, primitive campsites, lean-to shelters, remote cabins, maintenance facilities, water access area and parking lots;
- 11. Adjacent conserved land as it affects the Property;
- 12. Known aquifers, well-heads, and other public water features; and
- 13. Special Management Area designations.

b. Description and Discussion of the Fee Owner's Goals and Objectives and Planned Activities for Management of the Property, including:

- 1. Forest management goals and objectives including forest structure and composition goals for the Property;
- 2. Agricultural management goals and objectives, including planned activities;
- 3. Management objectives and planned activities for the Treatment Units, including but not limited to harvest volumes;
- 4. Management objectives and planned activities for wildlife, and rare, threatened or endangered animal species;
- 5. Management objectives and planned activities for the conservation of exemplary natural communities, and rare, threatened or endangered plant species;
- 6. Management objectives and proposed structures and improvements for recreational uses of the Property;
- 7. Proposed user fee system, if applicable;
- 8. Management goals for aesthetic resources including consideration of visual impact of management activities on the Property from public highways and trails;
- 9. Management objectives and proposed structures and improvements for Forestry, Agriculture and Conservation Activities on the Property;
- 10. Management goals and planned activities to provide access, to, on and across the Property;
- 11. Proposed public access limitations; and
- 12. Proposed Ecosystem Services Activities, if applicable

c. Description and discussion of all of the Fee Owner's other proposed activities on and management of the Property.

ii. Amendment of Multi-Resource Management Plan. In its discretion, the Fee Owner may also submit to the Easement Holder for its approval Amendments to the initial or any succeeding ten-year Multi-Resource Management Plan. Any Amendments shall be subject to the review described in Section 2.E.iii but need not include all Multi-Resource Management Plan

elements described in Section 2.E.i. Amendments shall be required only in the event the Fee Owner proposes a Forest Management Activity, Agricultural Activity, Conservation Activity, other activities permitted in the Easement, or a user fee system not included in an approved Multi-Resource Management Plan. No such Amendment shall be required for any change in timing or sequence of treatments within a ten-year cycle described in an approved Multi-Resource Management Plan. Amendments may also be submitted in the discretion of the Fee Owner proposing an alternative treatment to Treatments Units substantially damaged by natural causes such as insect infestation, disease, fire, wind or ice. Amendments shall be prepared as provided in Section 2.E.i (“Content”).

iii. Approval of Multi-Resource Management Plan. The State Forester or designee, on behalf of the Easement Holder shall review and act to approve or disapprove Multi-Resource Management Plans, Updates or Amendments submitted by the Fee Owner within ninety (90)-days of the Easement Holder’s receipt of each Multi-Resource Management Plan, Update or Amendment. The 90-day review period may be extended upon the written agreement of both the Easement Holder and the Fee Owner. If the Easement Holder fails to act to approve or disapprove a Multi-Resource Management Plan, Update or Amendment within the 90-day period or other mutually agreed upon extension period, a meeting of both parties shall convene within 14 days after the end of the 90-day period or extension period. In acting to disapprove any Multi-Resource Management Plan, Update, or Amendment, or any provision thereof, the Easement Holder shall state in writing its reasons, referencing the specific provision or provisions of such Multi Resource Management Plan, Update, or Amendment with which it does not approve, and how such provision or provisions are inconsistent with the Purposes or Stewardship Goals. The Easement Holder may rely upon the advice and recommendations of the New Hampshire Fish and Game Department, the New Hampshire Natural Heritage Bureau, or their successor organizations, or other wildlife experts, conservation biologists, foresters or other experts as the Easement Holder may select to determine whether the Plan, Update, or Amendment would be in accordance with the Purposes and Stewardship Goals identified in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals for the Property”). The then existing Multi-Resource Management Plan shall remain in full force and effect until such time as any Multi-Resource Management Plan, Update or Amendment is approved.

iv. Failure to Provide Multi-Resource Management Plan. The Easement Holder, in its sole discretion, may order that any and all activity by the Fee Owner on the Property be ceased in the event that the Fee Owner fails to submit an updated Multi-Resource Management Plan, or the submitted Multi-Resource Management Plan is determined to be unacceptable, subject to Section 2.E.iii (“Approval of Multi-Resource Management Plan”).

2.F Annual Operation Plan. By December 1 of each year, or a date mutually agreeable by the Fee Owner and Easement Holder, the Fee Owner shall submit an operation plan (the “Fee Owner’s Annual Operation Plan”), if any activity is planned, to the Easement Holder describing the planned implementation of the Multi-Resource Management Plan for the upcoming year. The Fee Owner’s Annual Operation Plan shall be prepared by a New Hampshire licensed, professional forester or other qualified person approved in advance by the Easement Holder. The Easement Holder shall certify that the Fee Owner’s Annual Operation Plan is consistent with the approved Multi-Resource Management Plan and the terms of this Easement. The parties hereto understand

that Fee Owner's Annual Operation Plan is the Fee Owner's best estimate of where harvesting and other activities will occur, but understand and agree that based on weather conditions, fire, disease, pest outbreaks or market forces these activities may change. Fee Owner will use its best efforts to notify Easement Holder of these changes and will as part of each Fee Owner's Annual Operation Plan include the actual harvesting activity for the prior year. Operational deviation from the Fee Owner's Annual Operations Plan shall not constitute a default hereunder.

2.H Special Management Areas. Certain areas of the Property shall be designated as "Riparian Wildlife Corridor, Wetland Habitat Areas and Floodplain Forest"; known as "Special Management Area" (SMA.) The total Special Management Area acreage is 1,059 acres. The locations and acreage of the Special Management Areas on the date of the Easement shall be identified in a Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report (the "SMA").

i. Adjustments. Either the Fee Owner or the Easement Holder may propose to the other party adjustments to the location and/or boundaries of the Special Management Areas, provided, however, that such adjustments shall occur only with the mutual consent of the parties. After any adjustment, certain areas previously designated as Special Management Areas may, with the mutual consent of the parties, no longer be designated Special Management Areas and other areas may, with the mutual consent of the parties, be designated Special Management Areas. Any such adjustment for newly designated acreage or then un-designated acreage shall be reflected in an amendment to the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation. No adjustment shall reduce the Special Management Areas total acreage below what it is on the date of the Easement.

ii. Management Purpose. The management purpose for the SMA is to maintain a high quality buffer around the identified tributaries and wetlands that provides an array of ecological benefits, including but not limited to: buffering aquatic and wetland plants and animals from disturbance, including state and federally rare, threatened and endangered species; buffering tributaries to maintain water temperatures appropriate to promote reproduction for cold water fisheries; preventing wetland and water-quality degradation; providing important plant and animal habitat; providing adequate corridors for species that require such areas for their seasonal, annual, or dispersal movements/migrations; and providing organic matter, nutrients, and structure to aquatic systems.

iii. Special Management Areas shall be managed to protect the natural and/or cultural resource qualities associated with these areas as follows:

- a. in accordance with the Stewardship Goals set forth in Section 2.C.
- b. in accordance with the recommendations of the publication "Good Forestry in the Granite State", and successor documents, as they apply to the qualities to be protected within the Special Management Areas as described below. Provided, however, that the Fee Owner may, with the consent of the Easement Holder, take such actions or pursue such treatments of the Special Management Areas that are not in accordance with such publication if such actions or treatments continue to protect the special qualities of these areas and such actions and treatments are

consistent with the Purposes and the Stewardship Goals.

- c. in accordance with “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” and successor documents.
- d. The Riparian Wildlife Corridor width for the Beebe River, a third order tributary, shall be 300 feet or in accordance with the recommended Riparian Management Zone as set forth in the publication “Good Forestry in the Granite State”, and successor documents, particularly in the ‘Water Resources, Forest Management in Riparian Areas’ section, whichever is greater. The Riparian Wildlife Corridor width along the third order tributary is measured on each side of the main stem of the Beebe River from the edge of the normal high water mark. In cases where the wetlands surround the stream edge, the riparian edge shall be measured from the boundary of the upland edge of the wetland area. Excluded from the SMA is the Beebe River Grade Road, utility transmission line right-of-way, and gravel sites, as identified on the Special Management Area Map, Multi-Resource Management Plan and Baseline Documentation Report.
 1. The No Harvest Zone width for third order tributaries shall be 50 feet or in accordance with the recommended No Harvest Zone as set forth in the publication “Good Forestry in the Granite State”, and successor documents, particularly in the ‘Water Resources, Forest Management in Riparian Areas’ section, whichever is greater. The No Harvest Zone width along the third order tributary is measured on each side of the main stem of the Beebe River from the edge of the normal high water mark. In cases where the wetlands surround the stream edge, the riparian edge shall be measured from the boundary of the upland edge of the wetland area.
- e. The Riparian Wildlife Corridor width for Spencer Brook and other first and second order tributaries to Beebe River, shall be 200 feet or in accordance with the recommended Riparian Management Zone as set forth in the publication “Good Forestry in the Granite State”, and successor documents, particularly in the ‘Water Resources, Forest Management in Riparian Areas’ section, whichever is greater. The Riparian Wildlife Corridor width for Spencer Brook and other first and second order streams to Beebe River is measured from the stream edge, measured from the edge of the normal high water mark. In cases where the wetlands surround the stream edge, the riparian edge shall be measured from the boundary of the upland edge of the wetland area. Excluded from the SMA is the existing infrastructure within the area including the utility transmission line right-of-way, Beebe River Grade Road, Eastern Corner Road, snowmobile trail and gravel sites, as identified on the Special Management Area Map, Multi-Resource Management Plan and Baseline Documentation Report.
 1. The No Harvest Zone width for first and second order tributaries shall be 50 feet or in accordance with the recommended No Harvest Zone as set forth in the publication “Good Forestry in the Granite State”, and successor documents, particularly in the ‘Water Resources, Forest Management in

Riparian Areas' section, whichever is greater. The No Harvest Zone width for Spencer Brook and other first and second order streams to Beebe River is measured from the stream edge, measured from the edge of the normal high water mark. In cases where the wetlands surround the stream edge, the riparian edge shall be measured from the boundary of the upland edge of the wetland area.

- f. The Wetland Habitat Areas for the purposes of the Special Management Area, shall be defined as high functioning wetlands of one acre or larger that are considered significant by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature have a special value in a particular locale.
 - 1. The width of the Wetland Habitat Areas buffer shall be 100 feet as measured upland from the boundary of the upland edge of the wetland area. The minimum No Harvest Zone width shall be 50 feet. The remainder of the buffer area shall be managed in accordance with "Good Forestry in the Granite State", and successor documents.
- g. Floodplain Forests shall be defined as periodically flooded communities along the Beebe River and perennial tributary streams.
 - 1. Harvesting within Floodplain Forests is limited to the purpose of ecological restoration or enhancement of habitat for native plants and animals, or upon the discovery of a disturbance capable of causing catastrophic forest change. Such restoration or enhancement can only occur with the mutual agreement of the Fee Owner and the Easement Holder, and provided such activity is described in the Multi-Resource Management Plan and is not detrimental to the purposes of the Easement.
 - 2. Small patch cuts may be created around the margins of the beaver ponds for the purpose of encouraging hardwood regeneration to provide a source of food for beaver. Such restoration or enhancement can only occur with the mutual agreement of the Fee Owner and the Easement Holder, and provided such activity as described in the Multi-Resource Management Plan and is not detrimental to the purposes of the Easement.
- h. This Section is not to be interpreted as restricting the ability of the Fee Owner to maintain and construct, and with the written consent of the Easement Holder to relocate, roads, bridges and crossings within such Riparian Wildlife Corridor, Wetland Habitat Areas and Floodplain Forests as are otherwise permitted in the Easement and in compliance with the Multi-Resource Management Plan.

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

- i. Compliance with Law. All activities on the Property shall be performed in

compliance with all applicable local, state and federal laws and regulations;

ii. Licensed Forester. All timber harvesting activities shall be supervised by an agent of the Fee Owner who is a professional forester licensed by the State of New Hampshire, or other qualified persons approved in advance by the Easement Holder, to ensure compliance with the terms and conditions of the Easement; and

iii. Harvest Techniques. There shall be no liquidation harvest practices defined as the removal of trees with little or no regard for established silvicultural principles.

2.J Subdivision. The Property consists of those certain tracts and parcels of land in the Towns of Campton and Sandwich, Counties of Grafton and Carroll, State of New Hampshire, as more particularly described on survey plans recorded in the Grafton County Registry of Deeds a Plan # _____ and the Carroll County Registry of Deeds a Plan # _____. The individual tracts shall not be subdivided; and the individual tracts which comprise the Property, shall be conveyed together with all other tracts as a whole. The Property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision approval or land use regulation process or in calculating allowable unit density.

2.K Structures. No structure or improvement, including, but not limited to, a dwelling, portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, wind generator, tower, telecommunications facilities, or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements, including, but not limited to, roads, dams, bridges, culverts, maple sugar houses, or sheds may be constructed, placed or introduced onto the Property, as allowed in Section 3.B (“Structures, Improvements and Trails”), and 3.H (“Water Resources Extraction”) provided they:

i. are common and necessary in the accomplishment of the Forestry or Conservation Activities;

ii. meet the requirements of the Multi-Resource Management Plan and State and Federal law to protect State or federally recognized threatened, or endangered species. The Easement Holder shall provide the Fee Owner with information on threatened and endangered species and best practices for protection based upon information from the New Hampshire Natural Heritage Bureau and/or the New Hampshire Fish and Game Department, Non-game Program, or the State agencies then-recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species, with consideration given to the full range of the Purposes of the Easement and the Stewardship Goals; and

iii. are in accordance with the Purposes and Stewardship Goals of the Easement as described in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals of the Property”) above; and

2.L Permitted Excavation. The mining, drilling, quarrying, excavation, or removal of rocks, minerals, natural gas, petroleum, gravel, sand, topsoil, or other similar materials, and the removal, filling, or other disturbances of soil surface, changes in topography, surface or subsurface water systems, or wetlands shall not be allowed on the Property unless such activities:

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

ii. the total area of the Property impacted at any one time by excavation, including excavated areas not re-graded and not reclaimed, and any area occupied by waste piles, shall not exceed five (5) acres and no single area impacted at one time by excavation, as described above, shall exceed three (3) acres. Depleted excavation areas shall be reclaimed before the total extraction area may be extended. Reclamation of the previously allowed excavation area(s) shall consist of permanently stabilizing the area by grading and re-vegetation. Reclamation shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

iii. meet the requirements of the Multi-Resource Management Plan and State and Federal law to protect State or federally recognized threatened, or endangered species. The Easement Holder shall provide the Fee Owner with information on threatened and endangered species and best practices for protection based upon information from the New Hampshire Natural Heritage Bureau and/or the New Hampshire Fish and Game Department, Non-game Program, or the State agencies then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species, with consideration given to the full range of the Purposes of the Easement and the Stewardship Goals;

iv. are in accordance with the Purposes and Stewardship Goals of the Easement as described in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals for the Property”); and

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

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

2.N Signage. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as common and necessary in the accomplishment of Forestry, Agriculture or Conservation Activities on the Property or to advertise the land for sale or to publicize the Forest Legacy Program, or to recognize the partnership that created the Easement. Any allowed advertising structure shall not be detrimental to the Purposes of this Easement. No advertising structure shall exceed eight (8) square feet in size or be artificially illuminated.

2.O Hazardous Materials. There shall be no dumping, injection, burning, spreading, storage or burial of materials then known to be environmentally hazardous on the Property. There shall be no dumping, injection, burning, spreading, storage or burial of manmade materials or municipally plowed snow except as specifically provided for in the Easement.

2.P Closure of Property. There shall be no posting of signs to or other limitations of public pedestrian access and Outdoor Recreation Activities to, on, or across on the Property, except as specifically allowed in Section 3.C (“Signage”), and Section 5.E (“Public Access”).

2.Q Access Easements. No easements of ingress or egress in favor of any third party shall be created or developed into, on, over, under or across the Property without prior written approval of the Fee Owner and the Easement Holder, except those of record as of the execution of this Easement and those specifically permitted in the provisions of the Easement.

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

2.S. Property Boundaries. The Fee Owner is responsible for maintaining the marking identifications of the Property’s lines of ownership boundary.

3. RESERVED RIGHTS.

All acts and uses not prohibited or otherwise restricted in Section 2.A (“Prohibited Uses”) are permissible provided that such acts and uses do not materially impair the Purposes of the Easement as set forth in Section 1 (“Purposes”), are in accordance with the Stewardship Goals as set forth in Section 2.C (“Stewardship Goals of the Property”), and are set forth in and performed subject to and in compliance with the Multi-Resource Management Plan required under Section 2.E (“Multi-Resource Management Plan”). The Fee Owner retains all other customary rights and privileges of ownership including the right to conduct or permit the following activities on the Property.

3.A Conservation Activities. The right to conduct Conservation Activities as defined in Section 2.B (“Permitted Conservation Uses”) and subject to the Use Limitations in Section 2. “Conservation Activities” shall be conducted as not for profit activities. Fees may be charged for these activities provided that the fees cover only the cost of providing, maintaining, supervising, or enhancing the activity, are approved in writing by the Easement Holder, are in compliance with a Multi-Resource Management Plan, and are in accordance with the Goals and Purposes of the Easement. This right is an exception to Section 2.A (“Prohibited Uses”).

i. Fees may be charged for the following Outdoor Recreational Activities provided to the public on the Property:

- a. Programs for outdoor educational purposes; and
- b. Guided Outdoor Recreation Activities, as set forth in the Multi-Resource Management Plan or otherwise approved in advance and in writing by the Easement Holder; and
- c. Use of primitive campsites and lean-to shelters; and

d. Equestrian access.

ii. All fees collected shall be comparable to fees charged for similar activities on other lands including fees on State lands and used exclusively to pay for costs directly associated with developing, maintaining and administering the Outdoor Recreation Activities; and

iii. The right to charge fees may be assigned to a third party with the written approval of the Easement Holder.

3.B Structures, Improvements, Trails.

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

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

iii. The Fee Owner may construct, maintain and replace primitive campsites and lean-to shelters for Outdoor Recreation. Campsites and lean-to shelter areas may contain tent platforms, pit or backcountry toilets, fire rings, picnic tables, and other rustic campsite improvements. This Section must be performed in compliance with 2.K. ("Structures") and 2.L. ("Permitted Excavation").

iv. The Fee Owner shall provide written notice to the Easement Holder thirty (30) days prior to any construction of the Fee Owner's improvements, and as also required to be described and approved in the then current Multi-Resource Management Plan (Section 2.E), provided however that no notice shall be required for the following:

- a. routine maintenance, including, but not limited to road maintenance, development and maintenance of unpaved paths and trails, and other routine activities arising out of routine Forest Management Activities as long as such routine maintenance is completed within three (3) days of its commencement; and
- b. emergency actions required to protect public safety or natural resources, including closure of roads and trails and prohibition of access to portions of the Property,

except that notice of such action shall be provided to the Easement Holder immediately and the affected road, trail, or portion of the Property shall not remain closed for greater than forty-eight (48) hours without the approval of the Easement Holder.

v. The Fee Owner's improvements, if newly installed or constructed, shall be sited and constructed to the extent possible taking into consideration the function and location requirements of such improvements and in a manner that in the Easement Holder's reasonable judgment is consistent with the Purposes and Stewardship Goals of the Easement. Such structures shall be identified in the Multi-Resource Management Plan.

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

3.D Motor Vehicles. The use of motor vehicles is allowed by the Fee Owner as reasonably necessary for the practice of Forestry, Agriculture and Conservation Activities and for exercising any of the Fee Owner's reserved rights, the use of snowmobiles on existing snowmobile trails and roadways as shown on the "Snowmobile Trails Map" (Appendix C), and the use of other vehicles for the purposes of Outdoor Recreation shall be permitted with written mutual agreement by the Fee Owner and Easement Holder.

3.E Limitation of Public Access. The erection of gates and barriers and appropriate signage, except as may otherwise be provided in Section 5.F ("Snowmobile Use") is allowed for the control of motorized or wheeled vehicles and equestrian access into, on, over, or across the Property.

3.F Special Needs Access Permit. The Fee Owner reserves the right to issue permits for persons with special needs to allow them to access the Property by vehicular means, after receiving written approval from the Easement Holder. Such use shall be in accordance with the Stewardship Goals and Purposes of the Easement.

3.G Historic Preservation. "Historic Preservation" shall mean the research, excavation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas and sites significant in the history, architecture, archeology or culture of this State, its communities, or the nation (RSA 227-C:1).

i. Archaeological Investigations. The Fee Owner reserves the right to permit archaeological investigations on the Property after receiving written approval from the Easement Holder. Prior to permitting any such investigations, the Fee Owner shall send written notice to the New Hampshire State Archaeologist (or other person or agency then recognized by the State as having responsibility for archaeological resources) for review and comment, and to the Easement

Holder, such notice describing the nature, scope, location, timetable, qualifications' of investigators, site restoration, research proposal, and any other material aspect of the proposed activity. The Fee Owner and Easement Holder shall request the State Archaeologist (or other person or agency, as above) to consider the proposal, to apply the standards as specified in rules implementing RSA 227-C:7 (Permits Issued for State Lands and Waters), and to provide written comments to the Fee Owner and Easement Holder. The Easement Holder may, in its sole discretion, approve the proposed investigations only if it finds that all of the following conditions are met:

- a. the archaeological investigations shall be conducted by qualified individuals and according to a specific research proposal;
- b. the proposed activities will not harm State or federally recognized rare, endangered, or threatened species; and
- c. the proposed activities will not be materially detrimental to the purposes of the Easement.

3.H Water Resources Extraction. Subject to written approval from the Easement Holder, the Fee Owner, including the Fee Owner's designee, reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a public water supply system, as defined by NH RSA 485:1-a, XV, as may be amended from time to time. Withdrawal or removal of groundwater for private, commercial purposes is expressly prohibited. For the purposes hereof, permitted activities in conjunction with said withdrawal and/or removal shall consist of: the installation, maintenance, monitoring, and replacement of temporary wells for exploratory and/or testing purposes, long-term water production wells, monitoring wells, underground water distribution piping, pumping stations, and ancillary improvements such as but not limited to gravel roads, signs, underground utilities, and security fencing; and the extraction and removal of groundwater from the Property. This provision is an exception to Section 2.K ("Structures") and Section 2.L ("Permitted Excavation") above. In its written approval, the Easement Holder shall assure that the impact to forest land is minimized.

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

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

4.A Notice of Transfer. The Fee Owner agrees to notify the Easement Holder in writing ten (10) days before the transfer of title to the Property.

4.B Property Taxes. The Easement Holder shall be under no obligation to maintain the

Property or pay any taxes or assessments thereon. All taxes and assessments are the sole responsibility of the Fee Owner.

5. BENEFITS, BURDENS AND ACCESS

5.A Assignment. The burden of the Easement shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of the Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to a governmental entity, in accordance with the Forest Legacy Program (16 USC Section 2103c), which entity agrees to and is capable of enforcing the conservation purposes of the Easement. Any such assignee or transferee shall have similar authority to assign or transfer.

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

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

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

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

i. The Easement Holder shall have the right to allow public pedestrian access to, on, over and across the Property for low-impact, non-commercial Outdoor Recreational and Natural Resource Based Outdoor Education activities such as hiking, hunting, fishing, trapping (by required state permit), cross country skiing, and snowshoeing. The Easement Holder has the right to allow snowmobile use as set forth in Section 5.F ("Snowmobile Use"). Any other motorized Outdoor Recreation Activities shall be allowed only with the prior written approval of the Fee Owner. The Fee Owner may restrict or prohibit public access in areas involved in active timber harvesting, utility line and right-of-way maintenance, or road construction and maintenance activities. The Property may be posted against public access to, on and across the Property or otherwise restricted by the Easement Holder in the interest of public safety or to prevent natural resource degradation.

ii. The Fee Owner and the Easement Holder agree to cooperatively monitor public access

to and use of areas that are ecologically fragile or that contain exemplary natural communities or populations of rare species. The Easement Holder agrees to meet with the Fee Owner to discuss public access and use issues that may develop and consider management options including posting to limit or restrict public access to these areas. This Section is exception to Section 2.P (“Closure of Property”).

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

5.F Snowmobile Use. The Easement Holder shall have the right to allow the public to use and operate snowmobiles on the designated trails on the Property, and the Easement Holder shall have the right to maintain the designated trails and roadways on the Property, and the Easement Holder shall have the right to maintain the designated trails labeled as (State) “Snowmobile Trail Corridor” shown on the “Snowmobile Trails Map” referenced in Appendix C attached hereto. The Snowmobile Trails Map may be amended from time to time to relocate trails or to include additional snowmobile trails upon mutual written agreement of the Fee Owner and Easement Holder. Public use of these snowmobile trails and their maintenance by the Easement Holder shall be governed by a separate “Snowmobile Agreement” (Appendix B) between the Fee Owner and the Easement Holder. The Snowmobile Agreement may be amended from time to time with the mutual written consent of the Fee Owner and the Easement Holder. All amendments to the Snowmobile Agreement shall be recorded in the Grafton County Registry of Deeds and Carroll County Registry of Deeds as provided in Section 14 (“Limitation on Amendment”) of the Snowmobile Agreement.]

5.G Third Party Liability. Nothing contained in the Easement shall create any liability on behalf of the Fee Owner or the Easement Holder to any third party or create any right, claim or cause of action on behalf of any party other than the Fee Owner or the Easement Holder and their successors and assigns.

5.H Limitation on Liability. The Fee Owner specifically retains all protections from liability provided under New Hampshire Law to private owners of land, including, but not limited to, the protections contained in RSA 212:34, RSA 215:A34 II, or RSA 508:14 (or any successor or other statutory or regulatory provision then applicable). The Easement Holder specifically retains all protections from liability provided under New Hampshire Law including those referenced above and sovereign immunity.

6. BREACH OF EASEMENT

6.A Notice of Breach. When a breach of the Easement or conduct by anyone inconsistent with the Easement comes to the attention of the Easement Holder, it shall notify the Fee Owner in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

6.B Response. The Fee Owner shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration,

which are reasonably calculated to immediately correct or cure the breach, or to terminate the conduct and to repair any damage. The Fee Owner shall promptly notify the Easement Holder of its actions taken under this Section.

6.C Right to Cure. If the Fee Owner fails to take such proper action under the preceding paragraph, the Easement Holder shall, as appropriate to the purposes of the Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Fee Owner's name or to terminate such conduct. The cost of such action, including the Easement Holder's expenses, court costs, and legal fees shall be paid by the Fee Owner provided that the Fee Owner is directly or primarily responsible for the breach.

6.D Breach Caused by Others. Notwithstanding the foregoing paragraphs, nothing contained in the Easement shall be construed to entitle either party to bring any action against the other for any injury to or change in the Property resulting from causes beyond either party's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm and earth movement, or from any prudent action taken by either party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6.E Third Party Claims. The Easement Holder and the Fee Owner reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Purposes of the Easement.

7. NOTICES

All notices, requests and other communications, required or permitted to be given under the Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above, or at such other address as the Easement Holder or the Fee Owner may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when delivered or mailed. The Fee Owner shall provide the Easement Holder with notification of any activities on the Property that require legal notices to abutters or to the public under New Hampshire law.

8. ANNUAL MEETING

The Fee Owner and the Easement Holder shall meet annually at a date, time and place convenient for both. The annual meeting shall provide an opportunity for the parties to discuss any questions or concerns regarding the Property and the exercise of the rights by either party under the Easement. The parties may mutually agree to forego the meeting or hold additional meetings for such purposes as they deem necessary.

9. SEVERABILITY

If any provision of the Easement, or its application to any person or circumstance, is found to be invalid by a court of competent jurisdiction or otherwise, the remainder of the provisions of

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

10. CONDEMNATION

10.A Full Damages. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the Easement in whole or in part or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of condemnation or exercise of eminent domain, the Fee Owner and the Easement Holder shall thereupon act jointly to recover the full damages resulting from such taking or lawful sale with all incidental or direct damages and expenses incurred by them to be paid out of the damages recovered.

10.B Apportionment of Damages. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Fee Owner and the Easement Holder in proportion to the fair market value, at the time of such taking or lawful sale in lieu of condemnation or exercise of eminent domain, of their respective interests in that part of the Property condemned. The values of the Easement Holder's and Fee Owner's interests shall be determined by an appraisal prepared by a qualified appraiser licensed in the State of New Hampshire in conformance with the Uniform Appraisal Standards for Federal Land Acquisition, at the time of condemnation.

10.C Use of Easement Holder's Share. The Easement Holder shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the Purposes set forth herein subject to the provisions of Section 15 ("Extinguishment").

11. ADDITIONAL EASEMENT AND RIGHTS

The Fee Owner shall not convey, grant, exchange, or otherwise transfer any in common or undivided interest in the Property to a third party, including, but not limited to, use restrictions, licenses, rights-of-way, leases, other easements or a security or leasehold interest into, on, over, under, or across the Property, or as part of a long-term lease of the timber rights in the Property for the purposes of timber harvesting, without the prior written permission of the Easement Holder. The Fee Owner remains responsible to assure that all harvesting is done in compliance with the terms of the Easement and the Multi-Resource Management Plan.

Such written permission shall be recorded in the Grafton County Registry of Deeds and the Carroll County Registry of Deeds. No easements including easements of ingress or egress, driveways and roads, shall be constructed, developed, or maintained into, on, over, under, or across the Property without the prior written permission of the Easement Holder except as may be otherwise specifically permitted in the Easement. The Easement Holder may grant permission if they determine, in their sole discretion, that any such interest would be in accordance with the Purposes of the Easement and would not adversely affect the forestry potential or the scenic beauty of the Property. Any permitted use restriction or easement shall be in accordance with the Purposes of the Easement and must be accepted and recorded.

12. DISPUTES

12.A Non-Binding Mediation. The Fee Owner and the Easement Holder shall have the right to have any dispute arising under the Easement determined by the Grafton County Superior Court and Carroll County Superior Court or submitted to mediation in accordance with this Section. In this Section, any reference to “mediation” shall mean non-binding mediation. The parties agree that mediation shall not operate to stay any proceedings that either party may institute in the Superior Court. If either party requests that mediation of a particular matter or matters be undertaken and if that matter is not at the time of the request the subject of an action in the Superior Court, or if it does not become the subject of an action in the Superior Court during the course of the mediation, then the parties shall agree that the matter will be submitted to mediation. The agreement for mediation shall be in writing, signed by both parties, and include a statement of the matter or matters that are the subject of the mediation.

12.B Selecting a Mediator. If mediation is requested in a manner consistent with Section 12.A (“Non-Binding Mediation”), the Fee Owner and the Easement Holder shall choose a mediator within fifteen (15) days of the date of the written agreement for mediation. The mediator shall be notified, in writing, that he or she has been chosen as mediator. The fees and costs for the mediator shall be agreed to, in writing, by the parties and the mediator. Each party shall pay one-half the total fees and costs of the mediators.

12.C Scheduling Mediation. When the mediator has been selected, he or she shall, with the agreement of the parties, schedule a date or dates for the mediation hearing as soon as practicable. The mediator shall be present for the mediation hearing. The mediation hearing date may only be postponed for good cause accepted by all parties involved.

12.D No Waiver of Action. The Easement Holder does not waive or forfeit the right to take action as may be necessary to insure compliance with the Easement by any prior failure to act and the Fee Owner hereby waives any defense of laches with respect to any delay, omission, or any past failure to act by the Easement Holder, its successors or assigns, with respect to enforcement of any restriction or exercise any rights under the Easement, any such delay or omission shall not impair the Easement Holder’s rights or remedies or be construed as a waiver.

13. LIMITATION ON AMENDMENT

The Fee Owner, the Easement Holder may, by mutual written agreement, jointly amend the Easement provided that no amendment shall be made that will adversely affect the qualifications of the Easement or the status of the Easement Holder under any applicable laws including Section 170(h) of the Internal Revenue Code and the Forest Legacy Program (16 USC Section 2103c) and NH RSA 477:45-47. Any amendment shall be in accordance with the Purposes of the Easement, shall not affect its perpetual duration, shall not permit any residential or any commercial development of the Property, and shall not permit any impairment of the conservation values of the Property. Any amendment shall be recorded in the Grafton County Registry of Deeds and Carroll County Registry of Deeds after all approvals required by law have been obtained. Nothing in this Section shall require the Fee Owner [and,] the Easement Holder to agree to any amendment or to consult or negotiate regarding any amendment.

14. EXTINGUISHMENT

The Fee Owner and the Easement Holder acknowledge that USDA Forest Service Forest Legacy Program funding for the acquisition of this Easement is authorized by Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. § 2103c) as amended, and pursuant to the grant agreement, 'Beebe River Headwaters Project - Beebe River' grant award no. 14-DG-11420004-121, awarded by the United States Department of Agriculture (USDA) Forest Service on June 1, 2014 to the Grantee. The grant agreement is housed in the USDA Forest Service Regional/Area Office at Northeastern Area Headquarters Office. The Fee Owner and the Easement Holder acknowledge and agree that this Easement cannot be extinguished, in whole or in part (whether through release, termination, exchange, or otherwise) unless the USDA Secretary of Agriculture (Secretary), in the Secretary's sole and absolute discretion, consents in writing to the extinguishment and the United States is reimbursed its proportionate share of the value of this Easement or the portion thereof that is extinguished at the time of extinguishment. The form of the United States' reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for Forest Legacy Program (FLP) or similar conservation purposes. This Conservation Easement shall not be deemed extinguished in whole or in part until the United States receives reimbursement as provided in this paragraph.

The United States' "proportionate share" is ____%, which was determined by dividing the FLP's contribution to the acquisition of this Easement by the value of this Conservation Easement at the time of its acquisition, and expressing the result as a percentage. The United States' proportionate share shall remain constant over time.

The "value of this Conservation Easement or the portion thereof that is extinguished" shall be the value of such interest immediately before the extinguishment as determined using the before and after or similar appraisal method in an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP)/Uniform Acquisition Standards or Federal Land Acquisition (UASFLA) and is completed by a certified general appraiser approved by the Grantee and the R/A/I program manager.

15. MERGER

The Fee Owner and the Easement Holder agree that the terms of the Easement shall survive any merger of the fee and easement interest in the Property.

16. BASELINE DOCUMENTATION

The originals of the Baseline Documentation are on file at the offices of the Easement Holder and consist of descriptions, maps, and other documentation that the parties acknowledge and agree in writing (the "Acknowledgement") and provide, collectively, the parties' best efforts to assemble an accurate representation of the Property as reasonably known by them upon the execution of the Easement, and certain other material referenced in the Easement. The Acknowledgement must be signed at, or prior to, the closing. The Baseline Documentation is

intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of the Easement.

17. BINDING EFFECT

The Easement Holder and Fee Owner, by signing and recording the Easement, agree to be bound by, observe, and enforce its provisions and assume the rights and responsibilities herein granted to and incumbent upon them, all in the furtherance of the Purposes for which the Easement is delivered.

18. STATE LAW CONTROLLING

This agreement shall be governed by the laws of the State of New Hampshire as it applies to matters wholly arising within the state and by relevant federal laws.

Signatures on following pages

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

THE CONSERVATION FUND
A Maryland non-profit corporation

By: _____
Name:
Title:
Duly Authorized

STATE OF _____

COUNTY OF _____

Before me:

This instrument was acknowledged before me on this ___ day of _____, 20__,
by _____ as _____ of The
Conservation Fund, a Maryland non-profit corporation, on behalf of the corporation.

Justice of the Peace / Notary Public

My Commission Expires _____

(seal)

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

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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

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

Justice of the Peace / Notary Public

My Commission Expires _____

(seal)

APPENDIX A
PROPERTY DESCRIPTION

The following described parcel of land straddles the easterly line of Campton, New Hampshire, and the westerly line of Sandwich, New Hampshire and is within the Beebe River watershed.

Beginning at Comer 1, a galvanized pipe with brass cap in a mound of stones marked "COR 1" marking Comer 1 of U.S. Tract 985.

Thence southerly along U.S. Tract 985 the following ten courses:

1. S04°07'59"E for 2040.91 feet to Comer 2, a galvanized pipe.
2. S52°44'49"E for 4330.85 feet to Comer 3, a galvanized pipe.
3. S70°20'19"E for 1606.31 feet to Comer 4, a galvanized pipe.
4. S38°57'32"E for 3734.76 feet to Comer 5, a galvanized pipe.
5. S69°27'52"E for 2018.58 feet to Comer 6, a galvanized pipe.
6. S35°11'08"W for 1120.68 feet to Comer 7, a galvanized pipe.
7. S70°08'32"E for 1129.96 feet to Comer 8, a galvanized pipe.
8. S43°24'42"E for 1732.55 feet to Comer 9, a galvanized pipe.
9. S05°17'54"W for 2644.66 feet to Comer 10, a galvanized pipe.
10. S47°44'36"E for 251.08 feet to Comer 11, a galvanized pipe.

Thence S42°16'27"W for 1820.88 feet to Comer 12, an iron pin.

Thence S85°22'33"W for 142.37 feet to Comer 13, an iron pin.

Thence S08°13'06"E for 251.07 feet to Comer 14, an iron pin.

Thence westerly along the height of land for approximately 10,980 feet to Comer 15, a 6 inch x 12 inch stone in a mound of stones. The direct bearing and distance between Comer 14 and Comer 15 is S75°40'13"W, 9557.62 feet.

Thence along land of Webster Land Corporation the following three courses:

1. N01°03'46"E for 4649.64 feet to Comer 16, a 12 inch x 20 inch stone marked "#79 JK 1919"
2. N01°32'18"E for 220.58 feet to Comer 17, a 8 inch x 20 inch stone marked "#80 JK 1919"
3. S82°14'45"W for 1813.95 feet to Comer 18, a 12 inch x 20 inch stone marked "#81 JK 1919"

Thence along land of Burleigh Land Ltd. the following three courses:

1. N00°29'27"E for 489.86 feet to Comer 19, an 8 inch x 20 inch stone marked "#82 JK 1919".
2. S82°21'39"W for 839.91 feet to Comer 20, a 6 inch x 24 inch stone marked "#83 JK 1919".
3. S82°23'49"W for 2662.98 feet to Comer 21, a 6 inch x 10 inch stone in mound of stones.

Thence N02°36'13"E for 753.79 feet to Comer 22, an iron pin in mound of stones with rotted wood post.

Thence S83°05'32"W for 986.97 feet to Comer 23 an iron pipe. A second iron pipe lies N20°W, 2.0 feet distant.

Thence along land of Rico Gattilia the following four courses:

1. N07°19'58"W 436.02 feet to Corner 24, an iron pipe.
2. N71°53'39"W 276.37 feet to Corner 25, a point in the centerline of Eastern Corners Road witnessed by an iron pipe located S71°53'39"E, 30.46 feet distant.
3. Southwesterly along the centerline of said Eastern Corners Road for approximately 230 feet to Comer 26, a point witnessed by an iron pin at the north end of a stone wall located S06°34'18"E, 21.63 feet distant. The direct bearing and distance between Corner 25 and Comer 26 is S53°08'10"W, 227.16 feet.
4. S06°34'18"E for 446.88 feet to Comer 27, a 10 inch x16 inch stone marked "#63 JK 1919".

Thence S83°03'44"W along land of Burleigh Land Ltd in part and then land of Robert J. Papetti for 1408.01 feet to Corner 28, a stone marked "JK62 1919".

Thence along land of Robert J. Papetti the following three courses:

1. S02°39'02"W for 426.32 feet to Comer 29, an iron pin.
2. S77°48'12"W for 66.80 feet to Comer 30, an iron pin.
3. S01°45'39"E for 96.32 feet to Corner 31, a point in the centerline of Eastern Corners Road witnessed by an iron pin at the corner of a stone wall located N01°45'39"W, 31.86 feet distant.

Thence southwesterly along the centerline of Eastern Corners Road for approximately 3930 feet to Comer 32, a point in the centerline of the bridge at the thread of Beebe River. The direct bearing and distance between Corner 31 and Comer 32 is S63°23'50"W, 3623.32 feet.

Thence northerly along the thread of Beebe River approximately 3300 feet to Comer 33, a point witnessed by an iron pin located N87°57'58"W, 48.00 feet distant. The direct bearing and distance between Comer 32 and Comer 33 is N09°41'14"W, 2758.64 feet.

Thence N87°57'58"W along the south line of Lot 55, Division 1 for 1810.25 feet to Comer 34, an 8 inch x 20 inch stone in a mound of stones.

Thence along land of Dearborn Revocable Trust the following three courses:

1. N01°28'00"E for 1693.24 feet to Corner 35, an 8 inch x 20 inch stone in mound of stones.
2. N01°46'00"E for 2184.83 feet to Corner 36, a 10 inch x 24 inch stone in mound of stones marked "JK #88 1919".
3. N89°52'52"W for 1368.21 feet to Corner 37, a 3 inch x 12 inch stone in mound of stones.

Thence northeasterly along the height of land the following three courses:

1. N34°00'56"E for 648.30 feet to Corner 38, an 8 inch x 12 inch stone in mound of stones.
2. N33°50'16"E for 1123.77 feet to Corner 39, a 6 inch x 9 inch stone in mound of stones.
3. N31°22'05"E for 401.78 feet to Corner 40, an 8 inch x 20 inch stone in mound of stones.

Thence along land of Steve Dinger the following three courses:

1. S89°44'44"E for 204.33 feet to Corner 41, a 10 inch x 10 inch stone in mound of stones.
2. N00°33'40"E for 885.25 feet to Corner 42, an iron pin at mound of stones and wood post marked "129, XXX, XXX"
3. N88°20'39"E for 2989.19 feet to Corner 43, an aluminum pipe marked, "22-57KLO, 2002, LLS 450".

Thence northeasterly along the height of land, passing Comer 21 of U.S. Tract 57klo for approximately 2490 feet to Corner 44, a mound of stones marking meander point 20.49 of U.S. Tract 57klo. The direct bearing and distance between Comer 43 and Comer 44 is N66°48'12"E, 2352.94 feet.

Thence northeasterly along the height of land, passing Comer 20 and Comer 19 of U.S. Tract 57klo for approximately 11640 feet to Comer 1, the point of beginning. The direct bearing and distance between Comer 44 and Comer 1 is N58°29'35"E, 9328.52 feet.

Reserving and excepting from the above described parcel, Exception 1, described as follows:
Beginning at Comer 1, an iron pin marking the northeast corner of herein described exception. Said Comer 1 is located N48°24'24"W, 2635.75 feet distant from Beebe River Tract Comer 19 described above.

Thence along the Beebe River Tract the following four courses:

1. S10°19'53"W 165.27 feet to Comer 2, a point in the centerline of Eastern Comers Road witnessed by an iron pin located N10°19'53"E, 16.67 feet distant.
2. N71°23'40"W along the centerline of Eastern Comers Road for 99.08 feet to Comer 3, a point witnessed by an iron pin located N10°19'38"E, 16.67 feet distant.
3. N10°19'38"E for 165.22 feet to Comer 4, an iron pin.
4. S71°25'33"E for 99.08 feet to Comer 1, the point of beginning. Exception 1 contains 0.37 acre.

Meaning and intending to describe the Beebe River Tract containing 5,441.04 acres as shown on York Land Services, LLC plat No. 16-065 titled "Beebe River Tract, The Conservation Fund, Tax Map C6, Parcell0-7-4, Campton, Grafton County and Tax Map R24, Parcell, Sandwich, Carroll County, New Hampshire," dated June 8, 2018, revised March 2, 2020 and recorded at Grafton County Registry of deeds as plan No. _____.

All courses of this description are referenced to New Hampshire State Plane Grid, NAD83.

APPENDIX B
SNOWMOBILE AGREEMENT

This Snowmobile Agreement ("Agreement") is made this _____ day of _____, 20__, for consideration paid, by and between The Conservation Fund, a Maryland non-profit corporation, its agents, employees, successors and assigns ("Fee Owner"), with a mailing address of 1655 N. Fort Myer Dr., Suite 1300, Arlington, VA 22209, and the State of New Hampshire, acting through the Department of Natural and Cultural Resources and its agents, employees, successors and assigns ("DNCR"), with a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301.

1. PURPOSE

By Conservation Easement Deed dated _____, 20__ ("Conservation Easement"), the Fee Owner has granted to DNCR a perpetual Conservation Easement on certain lands in the Towns of Campton and Sandwich, Grafton and Carroll Counties, State of New Hampshire (the "Property") of which this Snowmobile Agreement is a part. The Conservation Easement grants to DNCR, the right to construct, maintain and use, and to permit the public to use, snowmobile trails on the Property (the "Trails"). Management and use of the Trails shall be consistent with the terms of the Conservation Easement. The purpose of this Snowmobile Agreement is to set forth the terms, conditions and obligations under which DNCR will manage the Trails. DNCR and the Fee Owner acknowledge that this Snowmobile Agreement is to provide the public with access for Snowmobile use consistent herewith only, and is not intended to provide access for use by "4-wheelers", All Terrain Vehicles or any type of Off-highway recreational vehicles other than snowmobiles, except for otherwise provided in the Conservation Easement.

2. OBLIGATIONS OF THE PARTIES

DNCR shall have the right to construct, maintain and use, and permit the public to use, snowmobile trails only on the Property, along the routes established and within the corridors designated and depicted on the "Snowmobile Trails Map" (Appendix C)

The right to construct, maintain and permit the public to use the snowmobile trails shall be subject to the following terms and conditions:

2.A The Trails shall be adequately marked by DNCR in accordance with the "Trail Signing Handbook: Guidelines for Signing Snowmobile Trails" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau), or such successor standard, to indicate location of the Trails, to restrict snowmobile use to within the designated Trail corridors, and to restrict access by vehicles other than snowmobiles. All spur, side or connecting trails will be posted to indicate snowmobile access and use thereon is prohibited. DNCR shall work cooperatively with the Fee Owner to do such things as are reasonably necessary and practicable (including the use of gates and barriers and appropriate official signs) to keep snowmobile use on the Trails and within the Trail corridors and to restrict access by vehicles other than snowmobiles.

2.B Limit the corridor within which Trails may be constructed and maintained to a total width of no greater than thirty (30 feet), which shall include the travel way, and as necessary, clearing and drainage structures on either side of the travel way.

2.C DNCR shall promptly close any Trail or portion thereof to the general public upon the request of the Fee Owner whenever active forestry activities or road construction along or in proximity to the trail corridor create a hazard to the public. In the event DNCR chooses to temporarily relocate a Trail or a portion thereof as a result of forestry activities, the Fee Owner and DNCR shall work together to designate an alternate route, to be constructed and maintained by DNCR at its sole expense.

2.D No less than annually, and within ninety (90) days of the closing of the Trails at the end of the winter season, DNCR shall conduct a general clean-up of the Trails to remove litter, trash and manmade debris, and promptly respond to the Fee Owner's request for additional litter and trash removal directly related to the rights granted in this Agreement.

2.E DNCR shall maintain the Trails using best management practices as described in "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau) or such successor standard. DNCR and its agents shall have the right to enter the Property with persons and equipment for purposes of maintaining the Trails. Maintenance activities shall include, but not be limited to, installation and replacement of bridges and culverts, rocks and stump removal, smoothing the trail surface, placement of gravel and natural fill, installation of broad based dips, water bars and ditches, removal of fallen trees, cutting back encroaching vegetation and wintertime grooming. Except for wintertime grooming and removal of fallen trees, all maintenance activities shall be done in consultation with the Fee Owner.

2.F The Fee Owner shall notify DNCR in writing should the Fee Owner determine that the Trails or portions thereof require maintenance. DNCR shall, within thirty (30) days of receipt of such notice, respond to the Fee Owner, indicating DNCR's determination of trail maintenance needs and the timing of such maintenance. The Fee Owner may temporarily close the Trail if the agreed upon maintenance is not completed within the identified timing of such maintenance. Nothing in this Agreement shall require DNCR to perform maintenance necessitated by or resulting from the Fee Owner's activities on the Property, including Forestry.

2.G DNCR shall, at its discretion, but in consultation with the Fee Owner, close the Trails when weather, snow cover and ground conditions make the Trails unsuitable for snowmobile use.

2.H Bridges and other trail improvements shall be designed and constructed for multi-use and multi-season recreational use and shall be maintained by DNCR. Bridge design shall be reviewed with the Fee Owner and DNCR shall make reasonable efforts to incorporate Fee Owner's suggestions into the design. To the extent that a bridge is designed and constructed at the request of the Fee Owner for uses other than snowmobile crossing, the Fee Owner and DNCR shall allocate the cost of construction accordingly. If a portion of the Trails are permanently relocated or abandoned, DNCR shall consult with the Fee Owner and shall remove all bridges the Fee Owner requests be removed there from. DNCR shall not be responsible for any actions or use of the Trails

taken by or on behalf of the Fee Owner.

2.1 DNCR shall obtain all necessary Federal, State and local permits and approvals, and remain in compliance with and abide by the terms of those permits and approvals, and all Federal, State, and local laws and regulations regarding the construction, maintenance and supervision of use upon the Trails.

3. MONITORING TRAIL USE

Fee Owner and DNCR agree to cooperatively monitor snowmobile usage on the Property to ensure that the current ecological conditions and the Purposes of the Conservation Easement are not diminished or degraded by snowmobile use and that snowmobile use is limited to the designated Trails and is done in compliance with then existing state laws, administrative rules and this Agreement. DNCR agrees to meet with the Fee Owner at least annually at a mutually agreed upon date, and more often at the request of either party, to discuss snowmobile use issues that may develop and consider management options, including posting to limit or close access to some Trails to address those issues within the context and Purposes of the Conservation Easement.

4. DISPUTE RESOLUTION

The Fee Owner and DNCR shall have the right to resolve any dispute arising hereunder by the same means as provided in Section 12 ("Disputes") of the Conservation Easement Deed referred to in Paragraph 1 above.

5. RIGHT TO RECORD

DNCR shall record this Agreement in the Grafton and Carroll Counties. DNCR shall record any Amendment hereto, including any change in the location of the Trails that would result in the change to Conservation Easement Deed, Appendix B.

6. LIMITATION OF LIABILITY

Nothing in the Snowmobile Agreement shall be a basis for any liability on the part of the Fee Owner with respect to personal injury or property damage sustained by any person. The Fee Owner and DNCR are entitled to the protections of RSA 508:14, RSA 215:34(II) and RSA 212:34. DNCR shall name the Fee Owner as a named insured in any and all general liability insurance policy obtained by DNCR for the Property and for activities undertaken by DNCR hereunder. Notwithstanding and in addition to the foregoing, DNCR claims all of its rights and protections under the doctrine of sovereign immunity.

7. ASSIGNMENT AND TRANSFER

This Snowmobile Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs or assigns. The rights, interests or obligations hereunder may be assigned by DNCR, but compliance with the terms of this Agreement shall remain the responsibility of State of New Hampshire.

8. AMENDMENT

This Snowmobile Agreement represents the final agreement of the parties. This Snowmobile Agreement can be amended only by a written modification signed by both parties and recorded in the Grafton and Carroll County Registries of Deeds. Any attempted oral modification of this Snowmobile Agreement shall be of no force and effect.

9. GOVERNING LAW

This Snowmobile Agreement shall be governed by, construed by, and enforced in accordance with the laws of the State of New Hampshire. The rights granted herein are subject to the laws, rules and regulations governing the use of snowmobile trails by the public.

Signatures on following pages

IN WITNESS WHEREOF, the parties have executed this Snowmobile Agreement as of the date first written.

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

THE CONSERVATION FUND
A Maryland non-profit corporation

By: _____
Name:
Title:
Duly Authorized

STATE OF _____

COUNTY OF _____

Before me:

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____ as _____ of The Conservation Fund, a Maryland non-profit corporation, on behalf of the corporation.

Justice of the Peace / Notary Public

My Commission Expires _____

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

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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

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

Justice of the Peace / Notary Public

My Commission Expires _____

(seal)

APPENDIX C
SNOWMOBILE TRAILS MAP

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE November 30, 2020

FROM Michael Haley
Attorney

AT Department of Justice
Civil Bureau

SUBJECT Grant of Conservation Easement (Spencer Brook Headwaters)

TO Dea Brickner-Wood
Division of Forests and Land
New Hampshire Department of Natural and Cultural Resources

The office of the Attorney General has reviewed the Grant of Conservation Easement with respect to the property referred to as the Spencer Brook Headwaters, located in the town of Campton, Grafton County, New Hampshire, granted by the Burleigh Land Limited Partnership. This Grant of Conservation Easement is approved as to form and substance only. Following Governor and Council approval, please submit the fully executed Grant to this Office for approval of execution prior to recordation in the Registry of Deeds.


Michael Haley

**Return to:
Tracey Boisvert
Land Management Bureau
DNCR Forests and Lands
172 Pembroke Road
Concord, New Hampshire 03301**

**THIS IS A TRANSFER TO THE STATE
OF NEW HAMPSHIRE AND IS
THEREFORE EXEMPT FROM THE
NEW HAMPSHIRE REAL ESTATE
TRANSFER TAX PURSUANT TO RSA
78-B:2(I)**

**GRANT OF CONSERVATION EASEMENT
Beebe River Uplands – Spencer Brook Headwaters
Town of Campton, Grafton County, State of New Hampshire**

The Burleigh Land Limited Partnership with a mailing address of 310 Grant Street, Suite 1900, Pittsburgh, PA 15219 ("Fee Owner" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes the plural, and shall, unless the context clearly indicates otherwise, Fee Owners, executors, administrators, legal representatives, successors and assigns), hereby grants with quitclaim covenants in perpetuity to the **STATE OF NEW HAMPSHIRE**, c/o the Department of Natural and Cultural Resources, with a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 ("Easement Holder" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes the Easement Holder's executors, administrators, legal representatives, successors and assigns), the Conservation Easement ("Easement") hereinafter described with respect to a certain parcel of land with access thereto being unimproved land situated in the Town of Campton, County of Grafton, State of New Hampshire, more particularly described in Appendix A attached hereto and made a part hereof ("Property"). The underlying fee interest in the Property will be held and conveyed subject and subordinate to the Easement.

WHEREAS, the Property contains 954 acres, more or less, of quality timberland in the Northern Forest that has been under continuous forest management for many years;

WHEREAS, the Property has a history of timber management, and has over 800 acres of quality forest soils;

WHEREAS, the Property contains 54 acres or approximately 5% of the 20,185-acre Beebe River watershed, including 3 miles of Spencer Brook and its headwater tributaries, supporting cold water fisheries and all producing wild native brook trout (NH Species of Special Concern) which only occurs in 7% of the 279 sub watersheds in New Hampshire, and classified as Excellent Water Quality by New Hampshire Fish and Game Department;

WHEREAS, six public water supply intakes, including Campton Water District, and more than 50 private wells within the Beebe River watershed with the closest private well, being located within ½ mile of the Property; and

WHEREAS, the Property contains valuable wildlife habitat including trout streams identified by New Hampshire Fish and Game Department and upland forests and has been identified as a significant wildlife conservation area for 18 species of greatest conservation need through the New Hampshire *Wildlife Action Plan* (2015); and

WHEREAS, the Property is included in The Nature Conservancy's Northeast Resilience Model is ranked highest for ecological integrity and above average for resiliency, landscape complexity and connectedness, making it highly suited to species adaptability in climate change;

WHEREAS, the Property contains habitat that supports two rare and threatened species, identified by the New Hampshire Natural Heritage Bureau, that are known to occur on or near the Property, including American marten (NH Threatened) and clustered sedge (NH Threatened), as well as ;

WHEREAS, the Property is an important resource for such recreational activities as hiking, hunting, fishing, and trapping;

WHEREAS, the Property enhances the forest management, wildlife habitat, and public recreation goals of the State of New Hampshire as it is part of a larger landscape of protected lands in the Squam Lakes Region of New Hampshire that includes 750,000 acre US Forest Service's White Mountain National Forest, and 10,000 acres of privately conserved land within the adjoining Squam Lakes watershed.

WHEREAS, the Property contains approximately 0.6 miles in the southwestern corner of the Property of the 17-mile Crawford Ridgepole Trail which extends from the Squam Lakes Region to the White Mountain National Forest and provides public hiking access to Mount Morgan and Mount Percival both located on the Property.

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

1. PURPOSES

The Easement is granted pursuant to NH RSA 477:45-47 exclusively for the following conservation purposes ("Purposes"):

1.A To preserve and conserve open spaces and scenic values, particularly the conservation of the approximately 954 acres of productive forest land of which the Property consists, for the enjoyment and education of the general public; and

1.B To provide for the continuation of traditional forest uses including forest management and outdoor recreation; and

1.C To preserve and conserve waterfront, streams, riparian areas, wetlands, and the quality

of groundwater and surface water resources, fish and wildlife habitats, rare and exemplary plants and natural communities, and the ecological processes that sustain these natural features, and cultural resources; and

1.D To preserve and conserve, enhance and restore significant fish and wildlife habitats, rare and exemplary plants and natural communities, and the ecological processes that sustain these natural heritage features; and

1.E To provide public pedestrian access on the Property, which will allow the general public to hike, hunt, fish, trap, cross-country ski, observe wildlife, and participate in other low-impact outdoor recreational activities

These Purposes are in accordance with the clearly delineated open space conservation goals and objectives as stated in the Forest Legacy Program as established in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 USC Section 2103C) which was created "to protect environmentally important forest lands threatened with conversion to non-forest uses;" the State of New Hampshire "Assessment of Need"; NH RSA 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape and conserving the land, water, forest, agricultural and wildlife resources;" and the Department of Natural and Cultural Resource's authority to acquire public forest lands (Title XIX-A Chapter 227-H).

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

2. USE LIMITATIONS (Subject to the Reserved Rights specified in Section 3 below.)

2.A Prohibited Uses. The Property shall be maintained in perpetuity as open space as defined in NH RSA 79-A:2, without any residential, industrial or commercial activities, being conducted thereon, except Agricultural and Forest Management Activities, as defined below, provided that the long-term capability of the Property to produce forest products shall not be degraded by on-site activities and provided that no more than twenty-five (25%) of the total Property area shall be in "compatible non-forest uses", which includes cultivated farmland, pasture, and grassland and open water, in accordance with Forest Legacy Program requirements.

i. "Forest Management Activities" and or "Forestry" shall include the production of plants or plant products for domestic or commercial purposes; the planting, growing, stocking, cutting, removal, transport, and sale of trees of any size capable of producing pulpwood, sawlogs, biomass, Christmas trees, or other timber or plant products; forest evaluation, planning, and all standard pre-commercial and commercial silvicultural activities; the construction and maintenance of roads or other access ways and ancillary improvements for the purpose of conducting forest management activities; the collection, processing and sale of maple or birch syrup from sap produced on the Property; applying in compliance with applicable statutes and regulations, herbicides, pesticides, fungicides, rodenticides, insecticides and fertilizers; the processing of trees grown on the Property with hand held or portable equipment and machinery designed and

commonly used for in-woods processing and ancillary activities directly related to such processing thereto.

ii. "Agriculture" and / or "Agricultural" shall be a "compatible non-forest use", and shall include land based practices such as animal husbandry, floriculture, and horticulture activities, the production of plant and animal products for domestic or commercial purposes, and the harvesting and sale of agricultural products grown on the Property (such as Christmas trees and pick-your-own fruits and vegetables), all of which utilize the productive capability of the Property and all as not detrimental to the purposes of the Easement. A "compatible non-forest use" is a non-forest use of the land that may be compatible with forest uses as part of an undeveloped landscape, including cultivated farmland, pasture, grassland, shrubland, open water, and wetlands.

Agriculture shall be performed in accordance with a written coordinated Agriculture Management Plan ("AMP") for the sites and soils of the Property. The AMP shall be prepared by the Fee Owner and approved by the Easement Holder, and may be included in the Multi-Resource Management Plan for the Property, as described in Section 2.E ("Multi-Resource Management Plan"), or submitted as an independent document. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active and approved by the Easement Holder. Such management activities shall not be detrimental to the Purposes of the Easement, as described in Section 1 ("Purposes"), nor materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

2.B Permitted Conservation Uses. The following non-commercial Conservation Activities (hereinafter "Conservation Activities") shall be allowed on the Property: Habitat Management, Natural Resource-Based Outdoor Education, and Outdoor Recreation all as defined below and as consistent with RSA 79-A, RSA 477:45-47, and Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 USC Section 2103C) Forest Legacy Program.

i. "Habitat Management" shall mean the practical application of scientific and technical principles so as to maintain native plant and animal species and their habitats. Activities shall include, but not be limited to, cutting, pruning, girdling, mowing, brush-hogging or burning of trees or other vegetation to improve habitat conditions for state-listed species or species of documented concern; installing denning or nesting structures for improving the utilization of natural resources and habitats by wildlife populations; controlling non-native and invasive species threatening native species through mechanical, chemical, or other means; and plant and animal habitat evaluation and planning.

ii. "Natural Resource Based Outdoor Education" shall mean outdoor activities intended to teach the general public about the environment and the natural resources on the Property and shall include the construction of blinds, observational platforms or signs; conducting experiments that do not involve the manipulation or modification of the Property; conducting tours or field walks; and the removal of an incidental amount of plant material.

iii. "Outdoor Recreation" shall mean low-impact non-commercial activities pursued by the public including, but not limited to, hiking, nature study, bird watching, fishing, camping, snow shoeing, hunting, and cross-country skiing both on and off unpaved paths and trails; riding mountain bicycles, and horses on designated trails; and constructing and maintaining unpaved paths and trails. Other motorized recreational vehicles may be permitted upon written mutual agreement by the Fee Owner and Easement Holder.

iv. "Ecosystem Services Markets" (ESM) shall mean institutions or settings in which numerous individuals voluntarily trade permits or credits of an ecosystem service, typically using money as the means of exchange. For the purposes of the Easement, the extraction of timber and non-timber forest products, and recreation uses including hunting leases are excluded from this definition of ecosystem service markets.

The Fee Owner may engage in ecosystem services markets under other programs but such action must not adversely affect the interest granted under the Easement to the Easement Holder or the Easement Holder's right of enforcement or be inconsistent with or defeat the conservation purpose for which the Easement was acquired. No agreements relating to ecosystem service markets shall be made regarding the Property that is or is likely to become inconsistent with the Easement purposes, terms of the Easement, or other documents incorporated by reference. If the Fee Owner wishes to enter into such an agreement, the Fee Owner of the fee title will notify the Easement Holder of any proposed participation in ecosystem service markets the Fee Owner deems compatible with the Purposes and Terms of the Easement and related documents and explain why they believe market participation is compatible. The Easement Holder will determine the compatibility of the market participation. As needed and appropriate to make the determination, the Easement Holder will consult with the USDA Forest Service. If it is determined to be compatible, the Easement Holder will provide an approval and authorization letter to the Fee Owner and include the letter and ESM participation documentation as an attachment to the current Multi-Resource Management Plan/Forest Stewardship Plan. The Easement Holder may review and monitor all ecosystem service market participation for compatibility with Easement purposes and requirements.

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

i. maintenance of a sustainable source of timber, pulpwood, biomass and other commodity and non-commodity forest products;

ii. maintenance or improvement of the overall quality of forest resources through management that promotes the production of high quality forest resources, such as saw logs and veneer;

iii. regeneration of forest stands through silvicultural practices that promote forest types suited to site capability;

iv. maintenance of forest health through monitoring and control of fire, disease, and

insect outbreaks;

v. long term maintenance of soil productivity;

vi. maintenance and protection of biological diversity and integrity through the promotion of a forest that reflects a diversity of stand ages and naturally occurring forest types in a majority of the forest, the conservation of rare and exemplary natural communities and the conservation and enhancement of native plant and animal species and their habitats, including establishment and retention of a range of sizes and types of downed woody debris, snag trees, cavity trees, very large/old trees, and early successional habitats;

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

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

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

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

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

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

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

ii. in compliance with the approved Forest Multi-Resource Management Plan as defined in Section 2.E. ("Multi-Resource Management Plan);

iii. in accordance with the then-current, generally accepted best management practices for the sites, soils and terrain of the Property as described in "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (State of New Hampshire, Division of Forests and Lands, 2016) and successor documents and "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails, 2004) and successor publications; and

iv. guided by the "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (Department of Resources and Economic Development Division of Forests and Lands and UNH Cooperative Extension, 2010) and successor documents (hereinafter referred to as "Good Forestry in the Granite State").

2.E Multi-Resource Management Plan. The Fee Owner shall manage the Property in a manner that is in compliance with the Easement, the Special Management Areas, and in compliance with a written and approved forest and land management plan (“Multi-Resource Management Plan”) signed by a professional forester licensed by the State of New Hampshire or other qualified persons approved in advance by the Easement Holder.

i. Content. The initial Multi-Resource Management Plan for the Property dated _____, 20____, was submitted by the Fee Owner and approved by the State Forester or designee on behalf of the Easement Holder on _____, 20____ (the “Commencement Date”). An update to the Multi-Resource Management Plan shall be submitted by the Fee Owner to the Easement Holder for review at least 90 days prior to the tenth anniversary of the Commencement Date and at least once every ten (10) years thereafter (each “Update”). The Multi-Resource Management Plan and all Updates shall be consistent with and specifically address how each of the Purposes and Stewardship Goals, as set forth in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals for the Property”) here of are going to be achieved or progressed towards. The then current Multi-Resource Management Plan shall remain in effect until it is duly updated or amended pursuant to Section 2.E.ii and iii hereof. Information in the Multi-Resource Management Plan should be reasonably sufficient to assess that the Property is being managed sustainably and in accordance with the Stewardship Goals. Multi-Resource Management Plans shall include at least the following elements:

- a. Maps, Descriptions and Management Considerations for the following resources:
 - 1. Forest types and/or natural communities including past management history, general tree growth rates and quality, insects and disease, access and operability;
 - 2. Management units into which the Property will be divided (“Treatment Units”);
 - 3. Geological attributes including topography, soils, aquifers, wetlands, ponds and streams;
 - 4. Known habitat features for wildlife, and rare, threatened or endangered animal species;
 - 5. Known exemplary natural communities and rare, threatened or endangered plant species;
 - 6. Known archeological, historic and cultural resources;
 - 7. Aesthetic resources;
 - 8. Forest access roads and trails;
 - 9. Improvements ancillary to Forestry, Agriculture and Conservation Activities;
 - 10. Outdoor recreational features including all roads, trails, primitive campsites, lean-to shelters, remote cabins, maintenance facilities, water access area and parking lots;
 - 11. Adjacent conserved land as it affects the Property;
 - 12. Known aquifers, well-heads, and other public water features; and
 - 13. Special Management Area designations.

- b. Description and Discussion of the Fee Owner’s Goals and Objectives and Planned Activities for Management of the Property, including:

1. Forest management goals and objectives including forest structure and composition goals for the Property;
2. Agricultural management goals and objectives, including planned activities;
3. Management objectives and planned activities for the Treatment Units, including but not limited to harvest volumes;
4. Management objectives and planned activities for wildlife, and rare, threatened or endangered animal species;
5. Management objectives and planned activities for the conservation of exemplary natural communities, and rare, threatened or endangered plant species;
6. Management objectives and proposed structures and improvements for recreational uses of the Property;
7. Proposed user fee system, if applicable;
8. Management goals for aesthetic resources including consideration of visual impact of management activities on the Property from public highways and trails;
9. Management objectives and proposed structures and improvements for Forestry, Agriculture and Conservation Activities on the Property;
10. Management goals and planned activities to provide access, to, on and across the Property;
11. Proposed public access limitations; and
12. Proposed Ecosystem Services Activities, if applicable

c. Description and discussion of all of the Fee Owner's other proposed activities on and management of the Property.

ii. Amendment of Multi-Resource Management Plan. In its discretion, the Fee Owner may also submit to the Easement Holder for its approval Amendments to the initial or any succeeding ten-year Multi-Resource Management Plan. Any Amendments shall be subject to the review described in Section 2.E.iii but need not include all Multi-Resource Management Plan elements described in Section 2.E.i. Amendments shall be required only in the event the Fee Owner proposes a Forest Management Activity, Agricultural Activity, Conservation Activity, other activities permitted in the Easement, or a user fee system not included in an approved Multi-Resource Management Plan. No such Amendment shall be required for any change in timing or sequence of treatments within a ten-year cycle described in an approved Multi-Resource Management Plan. Amendments may also be submitted in the discretion of the Fee Owner proposing an alternative treatment to Treatments Units substantially damaged by natural causes such as insect infestation, disease, fire, wind or ice. Amendments shall be prepared as provided in Section 2.E.i ("Content".)

iii. Approval of Multi-Resource Management Plan. The State Forester or designee, on behalf of the Easement Holder shall review and act to approve or disapprove Multi-Resource Management Plans, Updates or Amendments submitted by the Fee Owner within ninety (90)-days of the Easement Holder's receipt of each Multi-Resource Management Plan, Update or Amendment. The 90-day review period may be extended upon the written agreement of both the Easement Holder and the Fee Owner. If the Easement Holder fails to act to approve or disapprove

a Multi-Resource Management Plan, Update or Amendment within the 90-day period or other mutually agreed upon extension period, a meeting of both parties shall convene within 14 days after the end of the 90-day period or extension period. In acting to disapprove any Multi-Resource Management Plan, Update, or Amendment, or any provision thereof, the Easement Holder shall state in writing its reasons, referencing the specific provision or provisions of such Multi Resource Management Plan, Update, or Amendment with which it does not approve, and how such provision or provisions are inconsistent with the Purposes or Stewardship Goals. The Easement Holder may rely upon the advice and recommendations of the New Hampshire Fish and Game Department, the New Hampshire Natural Heritage Bureau, or their successor organizations, or other wildlife experts, conservation biologists, foresters or other experts as the Easement Holder may select to determine whether the Plan, Update, or Amendment would be in accordance with the Purposes and Stewardship Goals identified in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals for the Property”). The then existing Multi-Resource Management Plan shall remain in full force and effect until such time as any Multi-Resource Management Plan, Update or Amendment is approved.

iv. Failure to Provide Multi-Resource Management Plan. The Easement Holder, in its sole discretion, may order that any and all activity by the Fee Owner on the Property be ceased in the event that the Fee Owner fails to submit an updated Multi-Resource Management Plan, or the submitted Multi-Resource Management Plan is determined to be unacceptable, subject to Section 2.E.iii (“Approval of Multi-Resource Management Plan”).

2.F Annual Operation Plan. By December 1 of each year, or a date mutually agreeable by the Fee Owner and Easement Holder, the Fee Owner shall submit an operation plan (the “Fee Owner’s Annual Operation Plan”), if any activity is planned, to the Easement Holder describing the planned implementation of the Multi-Resource Management Plan for the upcoming year. The Fee Owner’s Annual Operation Plan shall be prepared by a New Hampshire licensed, professional forester or other qualified person approved in advance by the Easement Holder. The Easement Holder shall certify that the Fee Owner’s Annual Operation Plan is consistent with the approved Multi-Resource Management Plan and the terms of this Easement. The parties hereto understand that Fee Owner’s Annual Operation Plan is the Fee Owner’s best estimate of where harvesting and other activities will occur, but understand and agree that based on weather conditions, fire, disease, pest outbreaks or market forces these activities may change. Fee Owner will use its best efforts to notify Easement Holder of these changes and will as part of each Fee Owner’s Annual Operation Plan include the actual harvesting activity for the prior year. Operational deviation from the Fee Owner’s Annual Operations Plan shall not constitute a default hereunder.

2.H Special Management Areas. Certain areas of the Property shall be designated as “Riparian Wildlife Corridor”, known as “Special Management Area” (SMA.) The total Special Management Area acreage is 142 acres. The locations and acreage of the Special Management Areas on the date of the Easement shall be identified in a Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report (the “SMA”).

i. Adjustments. Either the Fee Owner or the Easement Holder may propose to the other party adjustments to the location and/or boundaries of the Special Management Areas, provided,

however, that such adjustments shall occur only with the mutual consent of the parties. After any adjustment, certain areas previously designated as Special Management Areas may, with the mutual consent of the parties, no longer be designated Special Management Areas and other areas may, with the mutual consent of the parties, be designated Special Management Areas. Any such adjustment for newly designated acreage or then un-designated acreage shall be reflected in an amendment to the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation. No adjustment shall reduce the Special Management Areas total acreage below what it is on the date of the Easement.

ii. **Management Purpose.** The management purpose for the SMA is to maintain a high quality buffer around the identified tributaries and wetlands that provides an array of ecological benefits, including but not limited to: buffering aquatic and wetland plants and animals from disturbance, including state and federally rare, threatened and endangered species; buffering tributaries to maintain water temperatures appropriate to promote reproduction for cold water fisheries; preventing wetland and water-quality degradation; providing important plant and animal habitat; providing adequate corridors for species that require such areas for their seasonal, annual, or dispersal movements/migrations; and providing organic matter, nutrients, and structure to aquatic systems.

iii. **Special Management Areas shall be managed to protect the natural and/or cultural resource qualities associated with these areas as follows:**

- a. in accordance with the Stewardship Goals set forth in Section 2.C.
- b. in accordance with the recommendations of the publication “Good Forestry in the Granite State”, and successor documents, as they apply to the qualities to be protected within the Special Management Areas as described below. Provided, however, that the Fee Owner may, with the consent of the Easement Holder, take such actions or pursue such treatments of the Special Management Areas that are not in accordance with such publication if such actions or treatments continue to protect the special qualities of these areas and such actions and treatments are consistent with the Purposes and the Stewardship Goals.
- c. in accordance with “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” and successor documents.
- d. The Riparian Wildlife Corridor width for the Spencer Brook, a first order tributary, shall be 200 feet or in accordance with the recommended Riparian Management Zone as set forth in the publication “Good Forestry in the Granite State”, and successor documents, particularly in the ‘Water Resources, Forest Management in Riparian Areas’ section, whichever is greater. The Riparian Wildlife Corridor width along the third order tributary is measured on each side of the main stem of the Spencer from the edge of the normal high water mark. In cases where the wetlands surround the stream edge, the riparian edge shall be measured from the boundary of the upland edge of the wetland area.

1. The No Harvest Zone width for third order tributaries shall be 50 feet or in

accordance with the recommended No Harvest Zone as set forth in the publication "Good Forestry in the Granite State", and successor documents, particularly in the 'Water Resources, Forest Management in Riparian Areas' section, whichever is greater. The No Harvest Zone width along the third order tributary is measured on each side of the main stem of Spencer Brook from the edge of the normal high water mark.

- e. This Section is not to be interpreted as restricting the ability of the Fee Owner to maintain and construct, and with the written consent of the Easement Holder to relocate, roads, bridges and crossings within such Riparian Wildlife Corridor as are otherwise permitted in the Easement and in compliance with the Multi-Resource Management Plan.

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

- i. Compliance with Law. All activities on the Property shall be performed in compliance with all applicable local, state and federal laws and regulations;
- ii. Licensed Forester. All timber harvesting activities shall be supervised by an agent of the Fee Owner who is a professional forester licensed by the State of New Hampshire, or other qualified persons approved in advance by the Easement Holder, to ensure compliance with the terms and conditions of the Easement; and
- iii. Harvest Techniques. There shall be no liquidation harvest practices defined as the removal of trees with little or no regard for established silvicultural principles.

2.J Subdivision. The Property consists of those certain tract and parcel of land in the Town of Campton, County of Grafton, State of New Hampshire, as more particularly described on survey plans recorded in the Grafton County Registry of Deeds a Plan # _____. The individual tract shall not be subdivided; and the individual tract which comprise the Property, shall be conveyed together as a whole. The Property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision approval or land use regulation process or in calculating allowable unit density.

2.K Structures. No structure or improvement, including, but not limited to, a dwelling, portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, wind generator, tower, telecommunications facilities, or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements, including, but not limited to, roads, dams, bridges, culverts, maple sugar houses, or sheds may be constructed, placed or introduced onto the Property, as allowed in Section 3.B ("Structures, Improvements and Trails"), and 3.H ("Water Resources Extraction") provided they:

- i. are common and necessary in the accomplishment of the Forestry or Conservation Activities;

ii. meet the requirements of the Multi-Resource Management Plan and State and Federal law to protect State or federally recognized threatened, or endangered species. The Easement Holder shall provide the Fee Owner with information on threatened and endangered species and best practices for protection based upon information from the New Hampshire Natural Heritage Bureau and/or the New Hampshire Fish and Game Department, Non-game Program, or the State agencies then-recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species, with consideration given to the full range of the Purposes of the Easement and the Stewardship Goals; and

iii. are in accordance with the Purposes and Stewardship Goals of the Easement as described in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals of the Property”) above; and

2.L Permitted Excavation. The mining, drilling, quarrying, excavation, or removal of rocks, minerals, natural gas, petroleum, gravel, sand, topsoil, or other similar materials, and the removal, filling, or other disturbances of soil surface, changes in topography, surface or subsurface water systems, or wetlands shall not be allowed on the Property unless such activities:

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

ii. the total area of the Property impacted at any one time by excavation, including excavated areas not re-graded and not reclaimed, and any area occupied by waste piles, shall not exceed five (5) acres and no single area impacted at one time by excavation, as described above, shall exceed three (3) acres. Depleted excavation areas shall be reclaimed before the total extraction area may be extended. Reclamation of the previously allowed excavation area(s) shall consist of permanently stabilizing the area by grading and re-vegetation. Reclamation shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

iii. meet the requirements of the Multi-Resource Management Plan and State and Federal law to protect State or federally recognized threatened, or endangered species. The Easement Holder shall provide the Fee Owner with information on threatened and endangered species and best practices for protection based upon information from the New Hampshire Natural Heritage Bureau and/or the New Hampshire Fish and Game Department, Non-game Program, or the State agencies then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species, with consideration given to the full range of the Purposes of the Easement and the Stewardship Goals;

iv. are in accordance with the Purposes and Stewardship Goals of the Easement as described in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals for the Property”); and

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

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

2.N Signage. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as common and necessary in the accomplishment of Forestry, Agriculture or Conservation Activities on the Property or to advertise the land for sale or to publicize the Forest Legacy Program, or to recognize the partnership that created the Easement. Any allowed advertising structure shall not be detrimental to the Purposes of this Easement. No advertising structure shall exceed eight (8) square feet in size or be artificially illuminated.

2.O Hazardous Materials. There shall be no dumping, injection, burning, spreading, storage or burial of materials then known to be environmentally hazardous on the Property. There shall be no dumping, injection, burning, spreading, storage or burial of manmade materials or municipally plowed snow except as specifically provided for in the Easement.

2.P Closure of Property. There shall be no posting of signs to or other limitations of public pedestrian access and Outdoor Recreation Activities to, on, or across on the Property, except as specifically allowed in Section 3.C (“Signage”), and Section 5.E (“Public Access”).

2.Q Access Easements. No easements of ingress or egress in favor of any third party shall be created or developed into, on, over, under or across the Property without prior written approval of the Fee Owner and the Easement Holder, except those of record as of the execution of this Easement and those specifically permitted in the provisions of the Easement.

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

2.S. Property Boundaries. The Fee Owner is responsible for maintaining the marking identifications of the Property’s lines of ownership boundary.

3. RESERVED RIGHTS.

All acts and uses not prohibited or otherwise restricted in Section 2.A (“Prohibited Uses”) are permissible provided that such acts and uses do not materially impair the Purposes of the Easement as set forth in Section 1 (“Purposes”), are in accordance with the Stewardship Goals as set forth in Section 2.C (“Stewardship Goals of the Property”), and are set forth in and performed subject to and in compliance with the Multi-Resource Management Plan required under Section 2.E (“Multi-Resource Management Plan”). The Fee Owner retains all other customary rights and privileges of ownership including the right to conduct or permit the following activities on the Property.

3.A Conservation Activities. The right to conduct Conservation Activities as defined in Section 2.B (“Permitted Conservation Uses”) and subject to the Use Limitations in Section 2. “Conservation Activities” shall be conducted as not for profit activities. Fees may be charged for these activities provided that the fees cover only the cost of providing, maintaining, supervising, or enhancing the activity, are approved in writing by the Easement Holder, are in compliance with a Multi-Resource Management Plan, and are in accordance with the Goals and Purposes of the Easement. This right is an exception to Section 2.A (“Prohibited Uses”).

i. Fees may be charged for the following Outdoor Recreational Activities provided to the public on the Property:

- a. Programs for outdoor educational purposes;
- b. Guided Outdoor Recreation Activities, as set forth in the Multi-Resource Management Plan or otherwise approved in advance and in writing by the Easement Holder; and
- c. Equestrian access.

ii. All fees collected shall be comparable to fees charged for similar activities on other lands including fees on State lands and used exclusively to pay for costs directly associated with developing, maintaining and administering the Outdoor Recreation Activities; and

iii. The right to charge fees may be assigned to a third party with the written approval of the Easement Holder.

3.B Structures, Improvements, Trails.

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

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

iv. The Fee Owner shall provide written notice to the Easement Holder thirty (30) days prior to any construction of the Fee Owner’s improvements, and as also required to be described and approved in the then current Multi-Resource Management Plan (Section 2.E), provided however that no notice shall be required for the following:

- a. routine maintenance, including, but not limited to road maintenance, development and maintenance of unpaved paths and trails, and other routine activities arising out of routine Forest Management Activities as long as such routine maintenance is completed within three (3) days of its commencement; and

- b. emergency actions required to protect public safety or natural resources, including closure of roads and trails and prohibition of access to portions of the Property, except that notice of such action shall be provided to the Easement Holder immediately and the affected road, trail, or portion of the Property shall not remain closed for greater than forty-eight (48) hours without the approval of the Easement Holder.

v. The Fee Owner's improvements, if newly installed or constructed, shall be sited and constructed to the extent possible taking into consideration the function and location requirements of such improvements and in a manner that in the Easement Holder's reasonable judgment is consistent with the Purposes and Stewardship Goals of the Easement. Such structures shall be identified in the Multi-Resource Management Plan.

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

3.D Motor Vehicles. The use of motor vehicles is allowed by the Fee Owner as reasonably necessary for the practice of Forestry, Agriculture and Conservation Activities and for exercising any of the Fee Owner's reserved rights the use of other vehicles for the purposes of Outdoor Recreation shall be permitted with written mutual agreement by the Fee Owner and Easement Holder.

3.E Limitation of Public Access. The erection of gates and barriers and appropriate signage is allowed for the control of motorized or wheeled vehicles and equestrian access into, on, over, or across the Property.

3.F Special Needs Access Permit. The Fee Owner reserves the right to issue permits for persons with special needs to allow them to access the Property by vehicular means, after receiving written approval from the Easement Holder. Such use shall be in accordance with the Stewardship Goals and Purposes of the Easement.

3.G Historic Preservation. "Historic Preservation" shall mean the research, excavation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas and sites significant in the history, architecture, archeology or culture of this State, its communities, or the nation (RSA 227-C:1).

i. Archaeological Investigations. The Fee Owner reserves the right to permit archaeological investigations on the Property after receiving written approval from the Easement Holder. Prior to permitting any such investigations, the Fee Owner shall send written notice to the New Hampshire State Archaeologist (or other person or agency then recognized by the State as

having responsibility for archaeological resources) for review and comment, and to the Easement Holder, such notice describing the nature, scope, location, timetable, qualifications of investigators, site restoration, research proposal, and any other material aspect of the proposed activity. The Fee Owner and Easement Holder shall request the State Archaeologist (or other person or agency, as above) to consider the proposal, to apply the standards as specified in rules implementing RSA 227-C:7 (Permits Issued for State Lands and Waters), and to provide written comments to the Fee Owner and Easement Holder. The Easement Holder may, in its sole discretion, approve the proposed investigations only if it finds that all of the following conditions are met:

- a. the archaeological investigations shall be conducted by qualified individuals and according to a specific research proposal;
- b. the proposed activities will not harm State or federally recognized rare, endangered, or threatened species; and
- c. the proposed activities will not be materially detrimental to the purposes of the Easement.

3.H Water Resources Extraction. Subject to written approval from the Easement Holder, the Fee Owner, including the Fee Owner's designee, reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a public water supply system, as defined by NH RSA 485:1-a, XV, as may be amended from time to time. Withdrawal or removal of groundwater for private, commercial purposes is expressly prohibited. For the purposes hereof, permitted activities in conjunction with said withdrawal and/or removal shall consist of: the installation, maintenance, monitoring, and replacement of temporary wells for exploratory and/or testing purposes, long-term water production wells, monitoring wells, underground water distribution piping, pumping stations, and ancillary improvements such as but not limited to gravel roads, signs, underground utilities, and security fencing; and the extraction and removal of groundwater from the Property. This provision is an exception to Section 2.K ("Structures") and Section 2.L ("Permitted Excavation") above. In its written approval, the Easement Holder shall assure that the impact to forest land is minimized.

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

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

4.A Notice of Transfer. The Fee Owner agrees to notify the Easement Holder in writing ten (10) days before the transfer of title to the Property.

4.B Property Taxes. The Easement Holder shall be under no obligation to maintain the

Property or pay any taxes or assessments thereon. All taxes and assessments are the sole responsibility of the Fee Owner.

5. BENEFITS, BURDENS AND ACCESS

5.A Assignment. The burden of the Easement shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of the Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to a governmental entity, in accordance with the Forest Legacy Program (16 USC Section 2103c), which entity agrees to and is capable of enforcing the conservation purposes of the Easement. Any such assignee or transferee shall have similar authority to assign or transfer.

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

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

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

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

i. The Easement Holder shall have the right to allow public pedestrian access to, on, over and across the Property for low-impact, non-commercial Outdoor Recreational and Natural Resource Based Outdoor Education activities such as hiking, hunting, fishing, trapping (by required state permit), cross country skiing, and snowshoeing. Any motorized Outdoor Recreation Activities shall be allowed only with the prior written approval of the Fee Owner. The Fee Owner may restrict or prohibit public access in areas involved in active timber harvesting, utility line and right-of-way maintenance, or road construction and maintenance activities. The Property may be posted against public access to, on and across the Property or otherwise restricted by the Easement Holder in the interest of public safety or to prevent natural resource degradation.

ii. The Fee Owner and the Easement Holder agree to cooperatively monitor public access to and use of areas that are ecologically fragile or that contain exemplary natural communities or populations of rare species. The Easement Holder agrees to meet with the Fee Owner to discuss

public access and use issues that may develop and consider management options including posting to limit or restrict public access to these areas. This Section is exception to Section 2.P (“Closure of Property”).

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

5.F Third Party Liability. Nothing contained in the Easement shall create any liability on behalf of the Fee Owner or the Easement Holder to any third party or create any right, claim or cause of action on behalf of any party other than the Fee Owner or the Easement Holder and their successors and assigns.

5.G Limitation on Liability. The Fee Owner specifically retains all protections from liability provided under New Hampshire Law to private owners of land, including, but not limited to, the protections contained in RSA 212:34, RSA 215:A34 II, or RSA 508:14 (or any successor or other statutory or regulatory provision then applicable). The Easement Holder specifically retains all protections from liability provided under New Hampshire Law including those referenced above and sovereign immunity.

6. BREACH OF EASEMENT

6.A Notice of Breach. When a breach of the Easement or conduct by anyone inconsistent with the Easement comes to the attention of the Easement Holder, it shall notify the Fee Owner in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

6.B Response. The Fee Owner shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to immediately correct or cure the breach, or to terminate the conduct and to repair any damage. The Fee Owner shall promptly notify the Easement Holder of its actions taken under this Section.

6.C Right to Cure. If the Fee Owner fails to take such proper action under the preceding paragraph, the Easement Holder shall, as appropriate to the purposes of the Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Fee Owner’s name or to terminate such conduct. The cost of such action, including the Easement Holder’s expenses, court costs, and legal fees shall be paid by the Fee Owner provided that the Fee Owner is directly or primarily responsible for the breach.

6.D Breach Caused by Others. Notwithstanding the foregoing paragraphs, nothing contained in the Easement shall be construed to entitle either party to bring any action against the other for any injury to or change in the Property resulting from causes beyond either party’s control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm and earth movement, or from any prudent action taken by either party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting

from such causes.

6.E Third Party Claims. The Easement Holder and the Fee Owner reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Purposes of the Easement.

7. NOTICES

All notices, requests and other communications, required or permitted to be given under the Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above, or at such other address as the Easement Holder or the Fee Owner may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when delivered or mailed. The Fee Owner shall provide the Easement Holder with notification of any activities on the Property that require legal notices to abutters or to the public under New Hampshire law.

8. ANNUAL MEETING

The Fee Owner and the Easement Holder shall meet annually at a date, time and place convenient for both. The annual meeting shall provide an opportunity for the parties to discuss any questions or concerns regarding the Property and the exercise of the rights by either party under the Easement. The parties may mutually agree to forego the meeting or hold additional meetings for such purposes as they deem necessary.

9. SEVERABILITY

If any provision of the Easement, or its application to any person or circumstance, is found to be invalid by a court of competent jurisdiction or otherwise, the remainder of the provisions of the Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

10. CONDEMNATION

10.A Full Damages. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the Easement in whole or in part or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of condemnation or exercise of eminent domain, the Fee Owner and the Easement Holder shall thereupon act jointly to recover the full damages resulting from such taking or lawful sale with all incidental or direct damages and expenses incurred by them to be paid out of the damages recovered.

10.B Apportionment of Damages. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Fee Owner and the Easement Holder in proportion to the fair market value, at the time of such taking or lawful sale in lieu of condemnation or exercise of eminent domain, of their

respective interests in that part of the Property condemned. The values of the Easement Holder's and Fee Owner's interests shall be determined by an appraisal prepared by a qualified appraiser licensed in the State of New Hampshire in conformance with the Uniform Appraisal Standards for Federal Land Acquisition, at the time of condemnation.

10.C Use of Easement Holder's Share. The Easement Holder shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the Purposes set forth herein subject to the provisions of Section 15 ("Extinguishment").

11. ADDITIONAL EASEMENT AND RIGHTS

The Fee Owner shall not convey, grant, exchange, or otherwise transfer any in common or undivided interest in the Property to a third party, including, but not limited to, use restrictions, licenses, rights-of-way, leases, other easements or a security or leasehold interest into, on, over, under, or across the Property, or as part of a long-term lease of the timber rights in the Property for the purposes of timber harvesting, without the prior written permission of the Easement Holder. The Fee Owner remains responsible to assure that all harvesting is done in compliance with the terms of the Easement and the Multi-Resource Management Plan.

Such written permission shall be recorded in the Grafton County Registry of Deeds. No easements including easements of ingress or egress, driveways and roads, shall be constructed, developed, or maintained into, on, over, under, or across the Property without the prior written permission of the Easement Holder except as may be otherwise specifically permitted in the Easement. The Easement Holder may grant permission if they determine, in their sole discretion, that any such interest would be in accordance with the Purposes of the Easement and would not adversely affect the forestry potential or the scenic beauty of the Property. Any permitted use restriction or easement shall be in accordance with the Purposes of the Easement and must be accepted and recorded.

12. DISPUTES

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

12.B Selecting a Mediator. If mediation is requested in a manner consistent with Section 12.A ("Non-Binding Mediation"), the Fee Owner and the Easement Holder shall choose a mediator within fifteen (15) days of the date of the written agreement for mediation. The mediator shall be

notified, in writing, that he or she has been chosen as mediator. The fees and costs for the mediator shall be agreed to, in writing, by the parties and the mediator. Each party shall pay one-half the total fees and costs of the mediators.

12.C Scheduling Mediation. When the mediator has been selected, he or she shall, with the agreement of the parties, schedule a date or dates for the mediation hearing as soon as practicable. The mediator shall be present for the mediation hearing. The mediation hearing date may only be postponed for good cause accepted by all parties involved.

12.D No Waiver of Action. The Easement Holder does not waive or forfeit the right to take action as may be necessary to insure compliance with the Easement by any prior failure to act and the Fee Owner hereby waives any defense of laches with respect to any delay, omission, or any past failure to act by the Easement Holder, its successors or assigns, with respect to enforcement of any restriction or exercise any rights under the Easement, any such delay or omission shall not impair the Easement Holder's rights or remedies or be construed as a waiver.

13. LIMITATION ON AMENDMENT

The Fee Owner and the Easement Holder may, by mutual written agreement, jointly amend the Easement provided that no amendment shall be made that will adversely affect the qualifications of the Easement or the status of the Easement Holder under any applicable laws including Section 170(h) of the Internal Revenue Code and the Forest Legacy Program (16 USC Section 2103c) and NH RSA 477:45-47. Any amendment shall be in accordance with the Purposes of the Easement, shall not affect its perpetual duration, shall not permit any residential or any commercial development of the Property, and shall not permit any impairment of the conservation values of the Property. Any amendment shall be recorded in the Grafton County Registry of Deeds after all approvals required by law have been obtained. Nothing in this Section shall require the Fee Owner and the Easement Holder to agree to any amendment or to consult or negotiate regarding any amendment.

14. EXTINGUISHMENT

The Fee Owner and the Easement Holder acknowledge that USDA Forest Service Forest Legacy Program funding for the acquisition of this Easement is authorized by Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. § 2103c) as amended, and pursuant to the grant agreement, 'Beebe River Headwaters Project – Spencer Brook' grant award no. 14-DG-11420004-121, awarded by the United States Department of Agriculture (USDA) Forest Service on June 1, 2014 to the Grantee. The grant agreement is housed in the USDA Forest Service Regional/Area Office at Northeastern Area Headquarters Office. The Fee Owner and the Easement Holder acknowledge and agree that this Easement cannot be extinguished, in whole or in part (whether through release, termination, exchange, or otherwise) unless the USDA Secretary of Agriculture (Secretary), in the Secretary's sole and absolute discretion, consents in writing to the extinguishment and the United States is reimbursed its proportionate share of the value of this Easement or the portion thereof that is extinguished at the time of extinguishment. The form of the United States' reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for Forest

Legacy Program (FLP) or similar conservation purposes. This Conservation Easement shall not be deemed extinguished in whole or in part until the United States receives reimbursement as provided in this paragraph.

The United States' "proportionate share" is ____%, which was determined by dividing the FLP's contribution to the acquisition of this Easement by the value of this Conservation Easement at the time of its acquisition, and expressing the result as a percentage. The United States' proportionate share shall remain constant over time.

The "value of this Conservation Easement or the portion thereof that is extinguished" shall be the value of such interest immediately before the extinguishment as determined using the before and after or similar appraisal method in an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP)/Uniform Acquisition Standards or Federal Land Acquisition (UASFLA) and is completed by a certified general appraiser approved by the Grantee and the R/A/I program manager.

15. MERGER

The Fee Owner and the Easement Holder agree that the terms of the Easement shall survive any merger of the fee and easement interest in the Property.

16. BASELINE DOCUMENTATION

The originals of the Baseline Documentation are on file at the offices of the Easement Holder and consist of descriptions, maps, and other documentation that the parties acknowledge and agree in writing (the "Acknowledgement") and provide, collectively, the parties' best efforts to assemble an accurate representation of the Property as reasonably known by them upon the execution of the Easement, and certain other material referenced in the Easement. The Acknowledgement must be signed at, or prior to, the closing. The Baseline Documentation is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of the Easement.

17. BINDING EFFECT

The Easement Holder and Fee Owner, by signing and recording the Easement, agree to be bound by, observe, and enforce its provisions and assume the rights and responsibilities herein granted to and incumbent upon them, all in the furtherance of the Purposes for which the Easement is delivered.

18. STATE LAW CONTROLLING

This agreement shall be governed by the laws of the State of New Hampshire as it applies to matters wholly arising within the state and by relevant federal laws.

Signatures on following pages

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

Burleigh Land Limited Partnership

By: _____

Name:

Title:

Duly Authorized

STATE OF _____

COUNTY OF _____

Before me:

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____ as _____ of Burleigh Land Limited Partnership, on behalf of the corporation.

Justice of the Peace / Notary Public

My Commission Expires _____

(seal)

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

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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

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

Justice of the Peace / Notary Public

My Commission Expires _____

(seal)

APPENDIX A
PROPERTY DESCRIPTION

The following described parcel of land is located on the easterly side of Eastern Comers Road in Campton, NH.

Beginning at Corner 1, a point at the intersection of Eastern Comers Road and a road running easterly.

Thence easterly approximately 2,364 feet along the centerline of said road to Comer 1A, a point in the centerline of said road on the easterly line of Lot 12 Division 3, witnessed by an iron pin in a mound of stones located S02°40'31"W, 63.10 feet distant.

Thence S02°40'50"W along land of Robert Papetti and Christopher Papetti for 1,811.86 feet to Comer 2, an iron pin.

Thence S82°50'27"W along land of said Papetti for 2,571.82 feet to Comer 3, a 6" x 18" stone marked "#56".

Thence southerly and easterly along the land of Spencer Brook Forest LLC the following ten courses:

1. S 18°45'16"E, 1,017.14 feet to Corner 4, a 6" x 12" stone marked "1919".
2. N83°46'45"E, 600.88 feet to Corner 5, a 10" triangular stone in mound of stones marked "#54 JK 1919".
3. S11°30'55"E, 586.92 feet to Corner 6, a 4" triangular stone in mound of stones marked "#53".
4. N83°26'38"E, 1,368.87 feet to Corner 7, a 4" x 10" stone in mound of stones marked "#21 JK 1919".
5. S02°00'10"W, 163.91 feet to Corner 8, a 10" x 10" stone in mound of stones marked "JK".
6. S02°28'16"W, 1,308.80 feet to Corner 9, an 8" x 10" stone in mound of stones marked "#23 JK 1919".
7. S03°24'56"W, 214.01 feet to Comer 10, a 6" triangular stone in mound of stones marked "#24 JK 1919".
8. S03°09'01"W, 1,108.95 feet to Corner 11, a 16" triangular stone in mound of stones marked "#25 JK".
9. N80°29'48"E, 832.71 feet to Comer 12, a 20" triangular stone marked "#35 JK 1919".
10. N81°18'20"E, 1,814.99 feet to Comer 13, a 6" x 18" stone in mound of stones marked "JK 1919".

Thence N80°47'20"E along land of Webster Land Corporation for 2,996.92 feet to Corner 14, an iron pin in a mound of stones 50 feet south of Percival Trail at approximate record location.

Thence N00°17'56"E along land of said Webster Land Corporation for 1,501.87 feet to Comer 15, a 6" x 12" stone in mound of stones.

Thence northerly and westerly along other land of the grantee for the following eight courses:

1. N01°03'46"E, 4,649.64 feet to Comer 16, a 12" x 20" stone marked "#79 JK 1919".
2. N01°32'18"E, 220.58 feet to Comer 17, an 8" x 20" stone marked "#80 JK 1919".
3. S82°14'45"W, 1,813.95 feet to Comer 18, a 12" x 20" stone marked "#81 JK 1919".
4. N00°29'27"E, 489.86 feet to Comer 19, an 8" x 20" stone marked "#82 JK 1919".
5. S82°21'39"W, 839.91 feet to Comer 20, a 6" x 24" stone marked "#83 JK 1919".
6. S82°23'49"W, 2,662.98 feet to Comer 21, a 6" x 10" stone in mound of stones.
7. N02°36'13"E, 753.79 feet to Comer 22, to an iron pin in mound of stones with rotted wood post.
8. S83°05'32"W, 986.97 feet to Comer 23; an iron pipe with a cap.

Thence S82°09'06"W along land of Rico Gattilia for 453.18 feet to Corner 24, a 10" x 16" stone marked "#63 JK 1919".

Thence S83°03'44"W along other land of the grantee for 568.62 feet to Corner 25, a point in the centerline of Eastern Corners Road.

Thence southerly on the centerline of East Corners Road approximately 460 feet to the point of beginning. The direct bearing and distance between the last two mentioned points is S28°11'19"W, 459.85 feet

Meaning and intending to describe Tax Parcel 17-5-7 containing approximately 41.25 acres and Tax Parcel 18-1-1 containing 913.21 acres as shown on a plan prepared by York Land Services LLC, Drawing No. 19-002, dated June 7, 2019 and revised March 2, 2020, and titled, "Spencer Brook Tract, The Conservation Fund, Property of Burleigh Land Limited Partnership, Tax Map 17, Parcel 5-7, and Tax Map 18 Parcel 1-1, Campton, Grafton County, New Hampshire", and recorded at the Grafton County Registry of Deeds as Plan No. __.