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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

April 15, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Society for the Protection of New Hampshire Forests (hereinafter "SPNHF"), (VC#177170-B002), Concord, NH in the amount of $53,968 to purchase approximately 75 acres of land in the Town of Northfield to protect a drinking water supply, effective upon Governor & Council approval through June 30, 2022. 100% Drinking Water/Groundwater Trust Fund.

Funding is available in the following account:

	FY 2021
03-44-44-442010-3904-073-500580	
Dept Environmental Services, DWGW Trust, Grants Non-Federal	$53,968

EXPLANATION

The Drinking Water and Groundwater Trust Fund (DWGTF) was created in 2016, using $276 million of MtBE trial judgment funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

On November 9, 2020, the Advisory Commission voted to authorize grants for four drinking water source protection projects. SPNHF's request for $53,968 was selected for grant funding from the DWGTF. SPNHF will use the grant funds to purchase and place conservation deed restrictions on approx. 75 acres of land, of which 37% (27.8 acres) is within the wellhead protection area for Penacook-Boscawen Water Precinct's three wells.

The total cost for SPNHF to acquire the land is $291,722. The DWGTF will provide $53,968 with $237,754 in match provided by SPNHF, LCHIP and the NHDES Aquatic Resources Mitigation Fund. The purchase price of this land is based on a recent appraisal of fair market value.

DES Website: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

Exhibit A describes the scope of the grant. Exhibit B provides the grant amount and payment terms and Exhibit C contains special provisions. Attachment A contains the conservation easement deed. The Attorney General's office has approved the attached draft deed as to form and substance, and will approve the actual deed as to execution. Attachment B contains a map of the land, which shows the land's relationship to the water supply source being protected.

We respectfully request your approval.

Robert R. Scott
Commissioner

Subject: Society for the Protection of New Hampshire Forests - Stillhouse Forest (Moran addition)- Penacook Boscawen WHPA

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Society for the Protection of New Hampshire Forests		**1.4 Grantee Address** 54 Portsmouth St. Concord, NH 03301	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** 06/30/2022	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $53,968
1.9 Grant Officer for State Agency Sandra Crystall		**1.10 State Agency Telephone Number** (603) 271- 2862	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor** Jack Savage, President	

1.13 Acknowledgment: State of New Hampshire **, County of** Merrimack

On 3 / 10 / 2021 , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

(Seal)

1.13.2 Name & Title of Notary Public or ~~Justice of the Peace~~

MARIA E. STEWART, Notary Public
State of New Hampshire
My Commission Expires September 5, 2023

Maria E. Stewart - Notary

1.14 State Agency Signature(s)	**1.15 Name/Title of State Agency Signor(s)** Robert R. Scott, Commissioner

1.16 Approval by Attorney General's Office (Form, Substance and Execution)

By: CK, Allen Brooks) **Attorney, On:** 4 / 30 / 21

1.17 Approval by the Governor and Council

By: **On:** / /

Grantee Initials
Date 03.10.21

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

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

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

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

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

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

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

9. **DATA; RETENTION OF DATA; ACCESS.**

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

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

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

11. **EVENT OF DEFAULT; REMEDIES.**

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

11.2.1 give the Grantee a written notice specifying the Event of

Grantee Initials ____
Date 3.10.21

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

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

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

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

12. **TERMINATION.**

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

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

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

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

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

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any
third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Grantee Initials ah

Date 13.10.21

EXHIBIT A

SCOPE OF SERVICES

Society for the Protection of New Hampshire Forests

The Society for the Protection of New Hampshire Forests (SPNHF) will use the grant to purchase a 76-acre parcel in Northfield adjacent to the recently purchased Stillhouse Forest; Approximately 28 acres (37%) are in the wellhead protection area of the Penacook Boscawen Water Precinct's three drinking water wells. The parcel of land, designated on current tax map as Map R3 /Lot 1 will be protected in perpetuity, as specified in the draft deed restrictions (see Attachment A).

EXHIBIT B

GRANT AMOUNT & PAYMENT SCHEDULE

Payment in the amount of $53,968 shall be made to the Society for the Protection of New Hampshire Forests upon receipt of the following:

1. Survey of the parcel of land.
2. A copy of the appraisal as specified in Env-Dw 1002.22.
3. Title examination as specified in Env-Dw 1002.23.
4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.
5. Completed baseline documentation report, which indicates the current condition of the property.
6. Documentation to support the match of $53,968 provided by the Society for the Protection of New Hampshire Forests.
7. The finalized deed with restrictions to protect the water supply.

Grantee Initials _____
Date 07.10.21

SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

SINCE 1901

54 Portsmouth Street
Concord, NH 03301
Tel. 603.224.9945
info@forestsociety.org
www.forestsociety.org
Follow @forestsociety

February 22, 2021

Sandy Crystall
Principal Planner
Drinking Water and Groundwater Bureau, Water Division
NH Department of Environmental Services
P.O. Box 95
Concord, NH 03302-0095

Dear Sandy:

The enclosed Certificate of Authority for the Society for the Protection of New Hampshire Forests, with the board vote taken on October 2, 2019 authorizing president David Jackson Savage (Jack) and Vice President of Development Anne G. Truslow to sign all contracts, is current and their authority is still in effect. We use this official document for all requests. Thank you.

Sincerely,

Maria E. Stewart
Assistant Secretary

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By_____

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SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

SINCE 1901

54 Portsmouth Street
Concord, NH 03301

Tel. 603.224.9945

info@forestsociety.org
www.forestsociety.org

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EXCERPT

Be it noted that the Board of Trustees of the Society for the Protection of New Hampshire Forests, in a board vote taken on October 2, 2019

VOTED to authorize David Jackson Savage (Jack), President, and Anne G. Truslow, Vice President of Development, to sign all contracts; checks, drafts and orders drawn on SPNHF General Funds or Restricted funds; and that they are hereby authorized to deposit checks and drafts payable to this Corporation; and further are authorized to sell, assign, and endorse for transfer, certificates representing stocks, bonds, annuities, or other securities now registered or hereafter registered in the name of this Corporation.

As the duly authorized Assistant Secretary of the Society for the Protection of New Hampshire Forests, having been appointed at the meeting of December 4, 2019, I hereby confirm that the above Vote was taken by said Board of Trustees on October 2, 2019.

Maria E. Stewart

Maria E. Stewart, Assistant Secretary

Attested:

Connelly A. Colton

Connelly A. Colton, Notary Public
Commission expires: March 13, 2024

CONNELLY A. COLTON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 13, 2024

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1910. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64922**

Certificate Number: **0005246094**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of February A.D. 2021.

William M. Gardner
Secretary of State

SOCIFOR-09 AHILL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861
Chantilly-Alliant Ins Svc Inc.
4530 Walney Rd Ste 200
Chantilly, VA 20151-2285

CONTACT NAME: Anna Hill
PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Great Northern Insurance Company	20303
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Society for the Protection of New Hampshire Forests
54 Portsmouth St
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			36063424	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			(21)7361-30-22	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			9365-12-19	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		(22) 7177-71-88	1/1/2021	1/1/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Environmental Services - Drinking Water and Groundwater Bureau
29 Hazen Drive

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

SPECIAL PROVISIONS

1. Subparagraph 1.7 of the General Provisions shall not apply to this Grant Agreement.

2. Section 17.1.2. is amended so that the required comprehensive general liability insurance per occurrence is $1,000,000 for bodily injury or death in any one incident as no construction or other similar activities will be performed by the grantee. Any subcontractor will remain obligated to carry comprehensive general liability insurance in amounts not less than $250,000 per claim and $2,000,000 per occurrence.

Grantee Initials _____
Date 03.10.24

Attachment A – Conservation Easement Deed

THIS TRANSFER IS ALSO EXEMPT FROM THE
LCHIP SURCHARGE PURSUANT TO RSA 478:17-g, ii(a)

WARRANTY DEED
OF CONSERVATION RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301-5400, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter the "Grantor," which term shall include the Grantor's successors and assigns),

for consideration paid, and with WARRANTY COVENANTS, grants to the

LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM, with a principal place of business at 3 North Spring Street, Suite 100, City of Concord, County of Merrimack, State of New Hampshire 03301 (sometimes referred to as "LCHIP", and otherwise hereinafter referred to as the "Conservation Restrictions Holder"), the Conservation Restrictions hereinafter set forth pursuant to RSA 477:45-47 (the "Conservation Restrictions"), with a Right of Enforcement as further described herein; with said Conservation Restrictions encumbering the following described property (the "Property"):

A certain tract of land situated in the Town of Northfield in the County of Merrimack and State of New Hampshire, being unimproved and consisting of approximately 73.8 acres situated off Fiddlers Choice Road , so-called, in the Town of Northfield, New Hampshire, being all of the real property identified on the Town of Northfield, New Hampshire, Tax Maps as Map R3, Lot 1, and, being real property shown on a survey plan entitled "BOUNDARY PLAT LAND OF THE MORAN INVESTMENT TRUST, TAX MAP R3 LOT 1, NORTHFIELD, NEW HAMPSHIRE, MERRIMACK COUNTY, Located southwest of but not fronting on Fiddler's Choice Road", by Stephen Perron, LLS 843, dated October 21, 2020, to be recorded at the Merrimack County Registries of Deeds (hereafter "Survey Plan"), more particularly bounded and described in Appendix "A" attached hereto and made a part hereof,

TOGETHER WITH a Third Party Right of Enforcement, as further defined in Section 6 below (the "Third Party Right"), granted to the **STATE OF NEW HAMPSHIRE** acting through its **DEPARTMENT OF ENVIRONMENTAL SERVICES (NH DES),** an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302 (the "Third Party Holder" or NH DES, as the context may require), in exchange for Grant funding provided by the following:

- the **AQUATIC RESOURCE MITIGATION FUND FINAL IN-LIEU FEE PROGRAM INSTRUMENT** (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-01142) and pursuant to NH RSA 477:45-47, and

- the **STATE OF NEW HAMPSHIRE, DRINKING WATER AND GROUND WATER TRUST FUND** and pursuant to NH RSA 485-F.

The purchase of these Conservation Restrictions and the Third Party Right was partially funded through three state grants provided by the Conservation Restrictions Holder and NH DES (hereafter sometimes referred to collectively as the "Funders"). The funds needed to acquire the Conservation Restrictions and Third Party Right and to cover the project expenses have been provided to the Grantor and are pursuant to certain grant agreements entered into between the Grantor and the Funders. The grant agreement with LCHIP is attached hereto as Appendix "B" and the two grant agreements with NH DES are on file with the Grantor and NH DES.

The Property shall be managed consistent with the terms of the Conservation Restrictions set forth in this Warranty Deed. In the event that the Property is converted to other non-conservation uses, condemned or extinguished, each of the foregoing Funders shall be entitled to its percentage of the net proceeds payable to the Grantor resulting from any such conversion, condemnation or extinguishment based upon their percentage of said grant funding. The foregoing does not prohibit the assignment of the Property to any qualified entity as described in the Section "Benefits, Burdens" below. By virtue of the grant funding provided for the purchase of these Conservation Restrictions and the Third Party Right, and to the provisions set forth in the grant agreements of each Funder, each of the Funders may consent to or require the Grantor's use of its portion of the proceeds to acquire other land or interests in land of equal monetary or resource value.

1. CONSERVATION RESTRICTIONS

The Parties hereby acknowledge that the Conservation Restrictions and Third Party Right encumbering the Property were acquired in part with a $91,666.00 financial assistance award from Conservation Restrictions Holder pursuant to New Hampshire RSA 227-M, which award places certain restrictions on the Property as contained herein and continuing obligations on the Grantor as described in Appendix B. This deed encumbers the Property with the following restrictions, which shall run with the land and be enforceable by the Holders as permanent conservation restrictions, as defined in NH RSA 477:45-47, and which serve the exclusive

purpose of assuring the Property and the conservation attributes and values it comprises, all as described in a Baseline Documentation Report on file with the Grantor with a copy provided to Conservation Restrictions Holder and the Third Party Holder (hereinafter the "Conservation Values"), will be protected in perpetuity so as to insure their perpetual contribution to the State of New Hampshire's economy, environment, and overall quality of life, consistent with the intent of NH RSA 227-M.

The Conservation Restrictions are hereby granted exclusively for the following conservation purposes (herein referred to as the "Purposes") for the public benefit:

A. The protection of the quality and availability of ground water and surface water resources on, and under the Property;

B. The protection of the natural habitat or ecosystem on the Property including wetlands, riverine floodplain forests, riparian areas and Appalachian oak-pine forest and to prevent any use of the Property that will significantly impair or degrade those natural values of the Property;

C. The conservation and protection of open spaces, particularly the conservation of the productive forest land of which the Property consists, and the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products;

D. The scenic enjoyment of the general public as seen from the Merrimack River; and

E. The protection of the Property for outdoor recreation by and/or the education of the general public.

2. PUBLIC TRUST

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

> "the intent of the Program is to conserve and preserve this state's most important natural, cultural and historical resources through the acquisition of lands and cultural and historical resources, or interests therein, of local, regional and statewide significance, in partnership with the state's municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state's economy, environment and overall quality of life."

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

3. MANAGEMENT ACTIVITIES

A. Any acts, uses or management activities undertaken on the Property shall not materially impair the Conservation Values of the Property. All permitted management activities

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

B. The Property shall be maintained in perpetuity as open space, without there being conducted thereon any industrial or commercial activities, except agriculture and forestry, and provided that the productive capacity of the Property to produce agricultural and/or forestry crops shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion. Unless otherwise allowed herein, no activities or uses of the Property materially detrimental to the Conservation Values of the Property or inconsistent with the Purposes for protecting the Property shall be permitted.

C. **Commercial Forestry & Agriculture.** Commercial agriculture and forestry (including timber harvesting) as described below, shall be conducted subject to the following:

i. Definitions:

a. Agriculture and Forestry: For the purposes of these Conservation Restrictions, "agriculture" and forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing of food crops, or forest trees of any size capable of producing timber or other forest products; the construction of roads or other access ways for the purpose of removing agriculture and forest products from the Property; and the sale of products produced on the Property (such as firewood and maple syrup), all as not detrimental to the Purposes of these Conservation Restrictions.

b. Riparian Buffers: For the purposes of these Conservation Restrictions, "Riparian Buffers" shall be the areas within 100 feet of perennial streams and Significant Wetland Areas as defined below. A map entitled "Water Resources & Buffers" on file with the Grantor, the Conservation Restrictions Holder, and NH DES as part of the baseline documentation, designates the approximate locations of the Riparian Buffers; in-field verification and marking shall be conducted prior to undertaking nearby forestry or agricultural activities. The Riparian Buffer perimeter shall be measured from the stream or wetland edge, beginning at the normal high water mark. In cases where the top of the embankment is less than 50 feet from the stream edge, the Riparian Buffer perimeter shall be measured from the top of embankment. In cases where wetlands surround the stream edge, the Riparian Buffer perimeter shall be measured from the boundary of the upland edge of the wetland area.

c. Significant Wetland Areas: For the purposes of these Conservation Restrictions, "Significant Wetland Areas," as shown on the aforesaid map entitled "Water Resources & Buffers," mentioned above in Section 3.C.i.b,

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

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

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

ii. Agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Said agriculture shall not be detrimental to the Purposes of these Conservation Restrictions, nor materially impair the scenic quality of the Property as viewed from public roads, or public trails. Said agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension Service, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMP's) for Agriculture in New Hampshire" as may be revised, updated, or superseded from time to time, or by other successor governmental natural resource conservation and management agencies then active.

iii. For the purposes of these Conservation Restrictions, forestry shall not be performed in any forested Significant Wetland Area, defined as a wetland area dominated by trees or woody vegetation 20 feet or taller as shown on said map entitled "Water Resources & Buffers," mentioned above in Section 3.C.i.b.

iv. For the purposes of these Conservation Restrictions, forestry performed within the Riparian Buffer as defined in Section 3.C.i.b shall adhere to the following additional restrictions:

a. No soil disturbance tree cutting or removal shall occur, and no herbicides or pesticides shall be used.
b. No skid trails, log landings, or road construction shall be permitted, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads and trails as identified in the baseline documentation may be retained and used, but must be maintained to minimize degradation of water quality and aquatic habitat.

v. For the purposes of these Conservation Restrictions, forestry within Significant Wetlands Areas as defined in Section 3.C.i.c shall adhere to the following additional restrictions:

a. No soil disturbance, tree cutting or removal shall occur, and no herbicides or pesticides shall be used.
b. No skid trails, log landings, or road construction shall be permitted, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads and trails as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.

vi. Forestry for industrial or commercial purposes shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of these Conservation Restrictions.

a. The goals are:
- protection of wetlands, riparian zones, and water quality;
- maintenance of soil productivity;
- protection of unique or fragile natural areas;
- conservation of native plant and animal species;
- maintenance or improvement of the overall quality of forest products;
- conservation of scenic quality; and
- protection of unique historic and cultural features.

b. Such forestry for industrial or commercial purposes shall be performed in accordance with a written forest management plan consistent with these Conservation Restrictions, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the NH DES. Said Plan shall have been prepared not more than ten years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date.

c. At least thirty (30) days prior to harvesting, Grantor shall submit to the NH DES a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the NH DES, that such forest management plan has been prepared in compliance with the terms of these Conservation Restrictions. Upon request by the NH DES, the Grantor shall submit the plan itself to the NH DES within ten (10) days of such request, with the NH DES's acknowledgment that the plan's purpose is to guide forest management activities in compliance with these Conservation Restrictions, and that the actual activities will determine compliance therewith.

d. Forestry Management Planning

   I. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the NH DES.

   II. Riparian buffers and Significant Wetlands shall be marked in the field by a licensed professional forester, or by other qualified person approved in advance and in writing by the NH DESprior to timber harvesting.

   III. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property. For references, see "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire 2004," and "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (Good Forestry in the Granite State Steering Committee, 2010), or similar successor publications.

e. The forest management plan shall include:

I. Explanation of how significant wetlands, riparian areas, vernal pools, and soils will be protected in association with road construction, other soil disturbing activities, and the implementation of stand prescriptions;

II. A statement of Grantor objectives;

III. A map showing soil types as determined by the U.S. Natural Resources Conservation Service, access roads, significant wetlands, vernal pools, and surface waters;

IV. Forest type map showing stands related to the prescriptions provided in the Plan; and

V. Prescriptions for each described stand, including commercial and non-commercial treatments;

and shall specifically address:

- the accomplishment of those Purposes for which these Conservation Restrictions are granted;
- the goals in Section 3.C.vi.a above; and
- maintenance of a buffer of 100 feet from the wetland edge as noted in the Riparian Buffer and Significant Wetland Areas limitations described in Section 3.C.iv and Section 3.C.v, above.

D. Notwithstanding the above, the Grantor reserves the right to collect reasonable fees for or from small scale commercial enterprises conducted on the Property that are consistent with the intent of NH RSA 227-M and do not harm the Conservation Values or future viability of the Conservation Values of the Property, and are compatible with the permitted agriculture, forestry, conservation, stewardship, education, historic preservation, and recreational uses of the Property.

E. There shall be no structure or improvement constructed, placed, or introduced onto the Property, except for structures and improvements which are i) necessary in the accomplishment of the permitted uses of the Property and ii) not detrimental to the Purposes for which the Property was protected.

F. There shall be no dumping, storage, injection, burning or burial of human made materials, building demolition or construction debris, trash, tires, municipal plowed snow, vehicle bodies or parts or similar materials, or materials known to be environmentally hazardous shall be permitted on the Property.

G. Grantor shall not give, grant, sell, convey, transfer, mortgage, pledge, or in any way encumber the Property, and no rights of way or easements of ingress or egress in favor of any third party or easements of any kind shall be created or developed into, under, over, or across the Property without prior written approval of Conservation Restrictions Holder. Notwithstanding the foregoing, the Grantor reserves the right to enter into trail management agreements with third parties for the purpose of enhancing public recreational experiences.

H. Grantor shall not subdivide, or undertake any action that would have the effect of subdividing, any part of the Property and the Property shall be conveyed only in its entirety unless prior written approval is obtained from Conservation Restrictions Holder.

I. The Property may not be used to meet the open space requirements of any land use regulation or process.

J. Motorized Vehicle Use. The Grantor shall not use or grant permission for motorized vehicle use on the Property except for as necessary in the accomplishment of forestry, agricultural, conservation, and habitat management uses of the Property, provided that no use of motorized vehicles shall create impacts that are materially detrimental to the Purposes of these Conservation Restrictions. The Grantor shall have the right to use motorized vehicles for maintenance activities on the Property. Notwithstanding the foregoing, the use of snowmobiles as defined in RSA 215-A:1, XIII shall be restricted to the existing roads/trails as identified in the Baseline Documentation Report. The development of new snowmobile trails, unless otherwise approved, shall be outside the sanitary protective area of public water supply well(s); at least two hundred fifty (250) feet from a surface water body being used as a public water supply; at least 100 feet from tributaries contributing to such water bodies except when crossing such tributaries; and shall be depicted on a plan approved by the Department of Environmental Services in accordance with Env-Dw 1002.25 Snowmobile Trail Plan Approval.

4. **RESERVED RIGHTS OF GRANTOR**

A. **Drinking Water Production and Sale** - The Grantor 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 system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time. "Sustainable yield" shall mean that rate of annual water withdrawal that does not cause adverse impacts to water resources or users. Withdrawal or removal of groundwater for private commercial purposes not served by a public water system is expressly prohibited.

i) Test Wells: Prior to drilling test wells on the Property, the Grantor shall submit a Test Well Site Plan to the Third Party Holder for review and approval. Said plan shall identify the proposed locations and access for the test wells and identify the steps to be taken to minimize damage to the Property and the Purposes of these Conservation Restrictions. The Grantor shall include in the Test Well Site Plan a restoration plan that addresses the impacts associated with the test wells and associated improvements.

a. The Third Party Holder shall limit its review of the Test Well Site Plan to the proposed access and restoration plan components and either approve, approve with conditions, or deny those components of the Test Well Site Plan within thirty (30) days of receipt of the request. The Third Party Holder shall not unreasonably withhold such approval.

b. The Grantor is encouraged to communicate regularly and openly with the Third Party Holder as it develops its Test Well Site Plan.

c. In the event that if after two (2) years from the date of installation of the test wells the Grantor has not submitted a Construction Proposal per Env-Dw 404.02, as may be amended, to the State of New Hampshire, then the Grantor shall initiate the restoration plan and complete it within six (6) months. The Grantor may request extensions from the Aquatic Resource Mitigation Fund Final In-Lieu Fee Program for implementing and completing the restoration plan which the Third Party Holder may grant at their discretion.

ii) Facilities and Improvements: For the purposes hereof, permitted activities in conjunction with a groundwater withdrawal development project shall consist of the installation, maintenance, monitoring, and replacement of test wells, long-term water production wells, monitoring wells, monitoring stations, pumping stations, and ancillary improvements such as but not limited to permeable-surface roads, signs, electric utilities necessary to power the pumps and related equipment, pipes, conduits, and security facilities, but only if they are required to be located on the Property. To the extent that said facilities and improvements must be located on the Property, those facilities and improvements shall, to the maximum extent possible, be located so as to minimize the impact to and disturbance of the Property and the Purposes of these Conservation Restrictions, and are subject to the prior written approval of the Third Party Holder, as outlined below. Other major facilities including, but not limited to, storage tanks, shipping facilities, non-permeable pavement, and office and laboratory facilities for employees shall not be located within the Property.

a. Prior to submitting a Construction Proposal per Env-Dw 404.02, as may be amended, for approval by the appropriate State of New Hampshire agency, the Grantor shall submit to the Third Party Holder for approval the following information and plans (hereinafter, collectively referred to as "Site Plans") in appropriate format (*e.g.*, documents, maps, plans, specifications, and designs) sufficient to identify the location and design of any proposed facilities or improvements on the Property, including but not limited to temporary or permanent well sites, pumping stations, and ancillary improvements such as but not limited to access ways/roads, signs, electric utilities, pipes, conduits, and security facilities and the provisions to minimize disturbance and impacts to the Property and the Purposes of these Conservation Restrictions during

and after installation and operation of the ground water withdrawal development project for the public water system.

b. The Third Party Holder shall approve, approve with conditions, or deny the proposed Site Plans in writing within sixty (60) days of its receipt and base its decision on the impacts to the Property and the Purposes of these Conservation Restrictions. The Third Party Holder shall not unreasonably withhold such approval.

c. The Construction Proposal submitted to the State of New Hampshire shall accurately reflect the Site Plans approved by the Third Party Holder.

d. Upon completion of the ground water withdrawal development project, the Grantor shall submit an "as built" Site Plan to the Third Party Holder.

e. Any proposal to expand, enlarge or relocate facilities and improvements related to groundwater withdrawal shall require the approval of the Third Party Holder in accordance with process and procedure in Sections 4.A.ii. a-d above. This provision does not apply to increases in water withdrawal rates or amounts or to maintenance or repair of said facilities and improvements.

f. If the groundwater wells and associated facilities and improvements are no longer used and there is no feasible plan for their eventual reuse, the Grantor shall undertake the restoration of the site in consultation with the Third Party Holder.

iii.) Compliance with Law: Activities taken by the Grantor in execution of the groundwater withdrawal right herein shall comply with all applicable federal, state and local requirements, including but not limited to requirements associated with public water supply, water withdrawals, and water discharges, and the Grantor shall obtain any associated and requisite approvals from said agencies and abide by the conditions of said approvals.

iv.) The Grantor shall provide to the Third Party Holder a copy of any application for renewal, and any subsequent approval by the State, of the groundwater withdrawal permit.

B. **Trails** - The Grantor reserves the right to use and maintain the existing hiking, biking and snowmobile trails on the Property for non-commercial outdoor reactional purposes. Said existing trails shall be identified in the Baseline Documentation Report. The Grantor also reserves the right to develop new hiking, biking and snowmobile trails, and a single paved and/or unpaved parking lot on the Property for use by the Grantor and/or the Grantor's invited guests for non-commercial outdoor

reactional purposes as approved by the Third Party Holder. The development of new hiking, biking and snowmobile trails, unless otherwise approved, shall be outside the mandatory sanitary protective area of public water supply well(s); at least two hundred fifty (250) feet from a surface water body being used as a public water supply; and at least 100 feet from all designated "Significant Wetlands Areas and Riparian Areas" except when crossing such tributaries; and shall be depicted on a plan approved by the Department of Environmental Services in accordance with Env-Dw 1002.20.

C. **Motorized Vehicles and Equipment**- The Grantor reserves the right to use motorized vehicles and equipment for its maintenance of and patrol of the Property to enforce its rules for public use of the Property.

D. **Archeological Investigations**. Grantor reserves the right to permit archaeological investigations on the Property after receiving written approval from the Conservation Restrictions Holder and the Third Party Holder. Prior to permitting any such investigations, Grantor 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 Conservation Restrictions Holder and the Third Party 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 Grantor, the Conservation Restrictions Holder, and the Third Party 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), as may be amended from time to time, and to provide written comments to the Grantor, the Conservation Restrictions Holder and the Third Party Holder . The Conservation Restrictions Holder and the Third Party Holder may, in their sole discretion, approve the proposed investigations only if it finds that all of the following conditions are met:

i. The archaeological investigations shall be conducted by qualified individuals and according to a specific research proposal;

ii. The proposed activities will not harm state or federally recognized rare, endangered, or threatened species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. The proposed activities will not be materially detrimental to the Purposes of these Conservation Restrictions.

5. AFFIRMATIVE RIGHT OF PUBLIC ACCESS

Pursuant to RSA 227-M:15, there is hereby conveyed the right of access to, on, and across the Property by members of the public for hunting, fishing, and transitory passive pedestrian recreational purposes (but not camping), except that Grantor may post against or limit such access, with prior written approval of the Conservation Restrictions Holder if such activities become inconsistent with the purposes for protecting the Property and/or when public safety would be at risk.

Grantor may develop and implement use guidelines that address public access issues, such as but not limited to, time of day, lighting and noise, pets, bicycling and horseback riding subject to prior written approval of the Conservation Restrictions Holder.

Notwithstanding the above and without prior approval of the Conservation Restrictions Holder, Grantor shall have the right to post against vehicles, motorized or otherwise, against access to agricultural cropland during the planting and growing season, and may temporarily post against access to portions of the Property during active land management activities such as timber harvests, clearing, forest plantation, invasive species management or scientific research, or during an emergency situation where public safety could be at risk for so long as such management activity, threat or hazard remains extant.

Nothing herein shall prohibit Grantor from disallowing specific individuals or entities access under lawful court orders or injunctive relief. Nothing in the foregoing shall be construed as conveying a right for the public to build trails, install improvements or alter the Property in any way. This right of public access shall not entitle any person to charge others for access to the Property or programs on the Property without Grantor approval.

Grantor and Conservation Restrictions Holder and Third Party Holder shall be under no duty to supervise said public access, use, or purpose and pursuant to NH RSA 227-M:15.

Pursuant to NH RSA 227-M:15, Grantor shall not be liable to any user of this right of access for injuries suffered on the Property unless those injuries are caused by the willful or wanton misconduct of the Grantor.

6. HOLDER'S RIGHTS

A. **Right to Access:** The Conservation Restrictions Holder and Third Party Holder shall have reasonable access to the Property and all of its parts for such inspection as the Conservation Restrictions Holder and Third Party Holder finds necessary to determine compliance with and enforce the terms of the Conservation Restrictions contained in this Deed, to exercise the rights conveyed hereby, to carry out the duties assumed by the Conservation Restrictions Holder and Third Party Holder, and to maintain boundaries if the Conservation Restrictions Holder and Third Party Holder so desire. In the event of an emergency, the Conservation Restrictions Holder and Third Party Holder may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantor or Grantor's representative at the earliest practicable time.

B. **Conservation Restrictions Holder's Right to Enforce:** Should Grantor cease to adhere to the Conservation Restrictions conveyed in this Deed or perform their obligations under this Deed within thirty (30) business days of receipt of written notice of such condition, delivered in hand or by certified mail, return receipt requested, from the Conservation Restrictions Holder, or if the Grantor fails to work diligently to cure any such condition, then the Conservation Restrictions Holder shall have the right to enforce the conditions of this Deed by an action at law or in equity in a court of competent jurisdiction.

C. **Third Party Holder's Right to Enforce:** If the Conservation Restrictions Holder ceases to enforce the Conservation Restrictions conveyed hereby or fails to enforce them within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Conservation Restrictions Holder to enforce these Conservation Restrictions and be entitled to recover the costs of such enforcement from the Grantor.

D. **Holder's Right to Recover Costs:** If either the Conservation Restrictions Holder or Third Party Holder initiate litigation against the Grantor to enforce the terms of this Deed, and if the court determines that a material breach is established, all reasonable costs incurred by the Conservation Restrictions Holder or Third Party Holder in enforcing the terms of this Deed, including, without limitation, staff and consultant costs, reasonable attorney fees and costs and expenses of suit, shall be paid by the Grantor; however, if a material breach is not established, each party shall bear its own costs. Notwithstanding the foregoing, if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the initiating party reimburse the Grantor's reasonable costs incurred in defending the action. Nothing herein shall be construed to entitle the Conservation Restrictions Holder or Third Party Holder to institute any enforcement proceedings against the Grantor, or to recover costs or attorney's fees from Grantor, for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons.

E. **Holder's Right of Assignment:** The interests held by the Conservation Restrictions Holder and Third Party Holder are assignable or transferable to any department, bureau or agency under the direction of the State of New Hampshire, or to any qualified organization within the meaning of Section 170(h)(3) of the U.S. Internal Revenue Code of 1986, as amended, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and has the necessary resources and is capable of enforcing the terms contained herein. Any such assignee or transferee shall have like power of assignment or transfer.

F. **Taxes and Maintenance:** The Conservation Restrictions Holder and Third Party Holder shall be under no obligation to maintain the Property or to pay any taxes, liens or assessments thereon.

7. NO MERGER

Grantor and the Conservation Restrictions Holder and Third Party Holder explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Deed set forth herein are to last in perpetuity and that, to that end, no acquisition of the underlying fee interest in the Property by the Conservation Restrictions Holder shall be deemed to eliminate the covenants, restrictions or terms of this Deed, or any portion thereof, pursuant to the "doctrine of merger" or any other legal doctrine.

8. SEVERABILITY

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

9. BENEFITS AND BURDEN

The burden of the conditions conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Deed shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the terms contained herein.

10. NO WAIVER OF RIGHT TO TAKE ACTION

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

11. REQUEST FOR APPROVAL

Where Conservation Restrictions Holder and/or Third Party Holder approval is required, Grantor shall submit a detailed written request to the Conservation Restrictions Holder and/or Third Party Holder delivered in hand or by certified mail, and containing information sufficiently detailed (including, but not limited to, documents, maps, plans, specifications, and designs where appropriate) to reasonably evaluate the proposed activity, no less than forty-five (45) business days prior to the start of the proposed activity. Conservation Restrictions Holder and Third Party Holder approval shall not be unreasonably withheld, delayed, or conditioned and the Conservation Restrictions Holder and Third Party Holder shall issue an approval or denial of the request, or shall request additional information as may be required to evaluate the request, no later than forty-five (45) business days following receipt of Grantor's request. The Conservation Restrictions Holder and Third Party Holder reserve the right to consult with governmental

agencies, nonprofit conservation or preservation organizations, and/or other consultants or advisors as they may choose concerning any approval request.

12. CONDEMNATION

Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Conservation Restrictions conveyed hereby, the Grantor, Conservation Restrictions Holder, and Third Party Holder shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered. The value of the damages from such extinguishment or condemnation shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

Grantor, Conservation Restrictions Holder, and Third Party Holder hereby stipulate that the balance of the damages recovered including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder, ("Proceeds") shall be divided between the Grantor, the Conservation Restrictions Holder, Third Party Holder, and the State of New Hampshire, Drinking Water And Ground Water Trust Fund in proportion to the amount each party contributed to the cost of purchasing and acquiring the Property, as follows:

Conservation Restrictions Holder:
Land and Community Heritage Investment Program Authority or its designee, $_____ or ____% of the project (the grant amount);

Third Party Holder:
Aquatic Resources Mitigation Fund Final In-Lieu Fee Program or its designee, $_____ or ____% of the project (the grant amount);

State of New Hampshire, Drinking Water And Ground Water Trust Fund or its designee, $_____ or _____% of the project (the grant amount);

to the Grantor or its designee, the remainder.

Grantor shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

The Conservation Restrictions above shall be enforceable in perpetuity by actions at law or by proceedings in equity.8

13. GENERAL DISCLAIMER

Holders', and Holders' employees, agents, and assigns disclaim and will not be held responsible for Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities,

claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Holders may be subject or incur relating to the Property.

14. **ENVIRONMENTAL WARRANTY**

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Moreover, Grantor hereby promises to hold harmless and indemnify Holders against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior Grantor of the Property. Grantor's indemnification obligation will not be affected by any authorizations or approvals provided by Holders to Grantor with respect to the Property. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Consideration for this transfer is less than $4,000.

GRANTOR: SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

By: _____
Duly Authorized

Title: _____

Date: _____

STATE NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on this _____ day of _____, 2021 by Jack Savage, President on behalf of the Society for the Protection of New Hampshire Forests. The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

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

_____
Notary Public/Justice of the Peace

My Commission Expires:_____

ACCEPTED:

CONSERVATION RESTRICTIONS HOLDER
LAND AND COMMUNITY HERITAGE PROGRAM AUTHORITY

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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this _____ day of _____, 2021, before me the undersigned officer, personally appeared Dorothy T. Taylor known to me (or satisfactorily proven) to be the authorized agent of the Land and Community Heritage Investment Program Authority and that being authorized so to do on behalf of such entity, executed the foregoing instrument for the purposes therein contained. Property

_____
Justice of the Peace/Notary Public

My commission expires:

ACCEPTED:

THIRD PARTY RIGHT OF ENFORCEMENT ACCEPTED BY THE STATE OF NEW HAMPSHIRE on this ____ day of _____ 2021:

By: _____ _____
Robert R. Scott, Commissioner
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

On this _____ day of _____, 2021, before me personally appeared _____, Commissioner of the New Hampshire Department of Environmental Services and duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his free act and deed for the purposes therein contained.

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

_____
Notary Public/Justice of the Peace

_____
(Printed Name, above)
My Commission Expires:_____

APPENDIX A

A certain tract of land situated in the Town of Northfield in the County of Merrimack and State of New Hampshire, being unimproved and consisting of approximately 73.8 acres situated off Fiddlers Choice Road , so-called, in the Town of Northfield, New Hampshire, being all of the real property identified on the Town of Northfield, New Hampshire, Tax Maps as Map R3, Lot 1, and, being real property shown on a survey plan entitled "BOUNDARY PLAT LAND OF THE MORAN INVESTMENT TRUST, TAX MAP R3 LOT 1, NORTHFIELD, NEW HAMPSHIRE, MERRIMACK COUNTY, Located southwest of but not fronting on Fiddler's Choice Road", by Stephen Perron, LLS 843, dated October 21, 2020, to be recorded at the Merrimack County Registries of Deeds (hereafter "Survey Plan"), being more particularly bounded and described as follows:

Beginning at

to the POINT OF BEGINNING.

said described tract containing 73.8 acres, more or less.

SUBJECT TO the following:

1. .

MEANING AND INTENDING to describe all and the same premises conveyed by Warranty Deed conveyed by James P. Moran, to James P. Moran, Trustee of the Moran Investment Trust u/d/t dtd March 3, 2015 and recorded at Merrimack County Registry of Deeds at BK: 3476 PG: 2810.

EXHIBIT B
NH LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM
GRANT AGREEMENT

The Society for the Protection of New Hampshire Forest ("Forest Society") as recipient of a _____ financial assistance grant from the New Hampshire Land and Community Heritage Investment Program Authority ("LCHIP") in support of Forest Society's acquisition and protection of the Property described above agrees to the following conditions:

1. that the Forest Society shall, by Warranty Deed, convey Conservation Restrictions pursuant to RSA 477:45-47 with a right of enforcement to LCHIP (the "Deed"), requiring that the Property be maintained for the purposes set forth in NH RSA 227-M;
2. that any acts, uses or management activities undertaken on the Property shall not materially impair the Conservation Values of the Property as described in the Deed,
3. that the Forest Society shall return to LCHIP any grant funds herein provided in the event of a material breach of the terms of this Agreement, material misrepresentations during the LCHIP grant application process, a material breach of the terms of the Deed, or an uncured cloud on or failure of title for any portion of the Property in proportion to the value of the portion of the Property with defective title;
4. to uphold the public's right of access in accordance with the terms of the Deed and all state and federal laws and regulations applicable to private, non-profit organizations;
5. to carry out management activities in accordance with the *LCHIP Criteria, Guidelines and Procedures Rev. Date 1.14.19 ("Guidelines")* and with the Standards and Practices for Fee Land Stewardship as published by the Land Trust Alliance; which activities shall include:
   - **a.** marking and maintaining the exterior boundary lines of the Property in a manner sufficient to ensure they remain easily distinguishable over a reasonable time;
   - **b.** conducting at least one inspection of the Property per calendar year. Said inspection to be conducted so as to reasonably determine that no activities or uses inconsistent with the Deed, this Agreement, or NH RSA 227-M, are occurring on the Property; and
   - **c.** submitting an annual report to LCHIP on or before the reporting deadline established by LCHIP, which report shall contain:
     - **i.** the inspection date, and the name, address and signature of the person(s) conducting the inspection;
     - **ii.** a description of the conditions on the Property and any activities taking place thereon;
     - **iii.** a description of any physical changes to the Property, whether natural or human-made;
     - **iv.** a map of the route taken in conducting any on-the-ground inspection;
     - **v.** photographs of any material observations; and
     - **vi.** other reasonable information, documentation or other material as may be requested from time to time by LCHIP;

6. to take all reasonable steps to proactively investigate and address any challenge, known or suspected, to the purposes and intent of this Agreement and the Deed, to cure any violation of those terms or that may be discovered and to promptly inform LCHIP in writing of any actions taken to resolve any known or potential violation of the terms of the Deed or this Agreement;
7. to provide the names of any successors in title to the Property or any interest in the Property to LCHIP no more than twenty (20) business days following any sale, transfer or conveyance of any portion of same;
8. that any materials it produces to promote or publicize the Property, including on-site kiosks, informational signs, guides or brochures, will include the intent of the following statement: "This Property (name may be used) protected with assistance from the Land and Community Heritage Investment Program";
9. to place a sign, if provided by LCHIP, at a prominent location on the Property and to accept financial responsibility for the repair or replacement in-kind of said sign, if requested to do so by LCHIP; and
10. that LCHIP may make photographs, drawings, or other representations documenting the Property and distribute them to magazines, newsletters, or other publicly available publications, or use them to fulfill its charitable and educational purposes.

LCHIP RIGHT OF ACCESS AND ENFORCEMENT

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

AMENDMENT

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

ASSIGNMENT

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

LCHIP'S REMEDIES

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

NOTICE FROM GOVERNMENT AUTHORITIES

the Forest Society shall deliver to LCHIP copies of any notice of violation or lien relating to the Property received from any government authority within ten (10) business days of receipt. Upon request by LCHIP, the Society for the Protection of New Hampshire Forests shall promptly furnish LCHIP with evidence of compliance with such notice or lien where compliance is required by law.

SEVERABILITY

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

INDEMNIFICATION

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

INTERPRETATION

Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Agreement, and this instrument shall be interpreted broadly to effect its purposes and the restrictions and obligations herein contained. Nothing contained herein shall be interpreted to authorize or permit the Forest Society to violate any law, ordinance or regulation. In the event of any conflict between any such ordinance or regulation and the terms hereof, the Forest Society promptly shall notify LCHIP of such conflict and shall cooperate with LCHIP and the applicable governmental entity to accommodate the purposes of both this Agreement and such ordinance or regulation. To the extent that any action taken by LCHIP pursuant to this Agreement gives rise to a claim of breach of contract, the Forest Society and LCHIP agree that the sole remedy on the part of the Forest Society shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by the Forest Society as a result of such breach and that the Forest Society shall not have any right to indirect, consequential or monetary damages in excess of such actual direct out-of-pocket expenses.

NO WAIVER OF RIGHT TO TAKE ACTION

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

SOVERIEGN IMMUNITY

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Should a conflict arise between the terms of this Agreement and the terms of the Deed, the terms of the Deed shall control.

FOR THE SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

By: _____ _____

Jack Savage, President Date
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this _____ day of _____, 2021, before me the undersigned officer, personally appeared Jack Savage known to me (or satisfactorily proven) to be the authorized agent of the Society for the Protection of New Hampshire Forests and that being authorized so to do on behalf of such entity, executed the foregoing instrument for the purposes therein contained.

_____
Justice of the Peace/Notary Public

My commission expires:

FOR THE LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By: _____ _____

Dorothy T. Taylor, Executive Director Date
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this _____ day of _____, 2021, before me the undersigned officer, personally appeared Dorothy T. Taylor known to me (or satisfactorily proven) to be the authorized agent of the Land and Community Heritage Investment Program Authority and that being authorized so to do on behalf of such entity, executed the foregoing instrument for the purposes therein contained.

_____
Justice of the Peace/Notary Public

My commission expires:

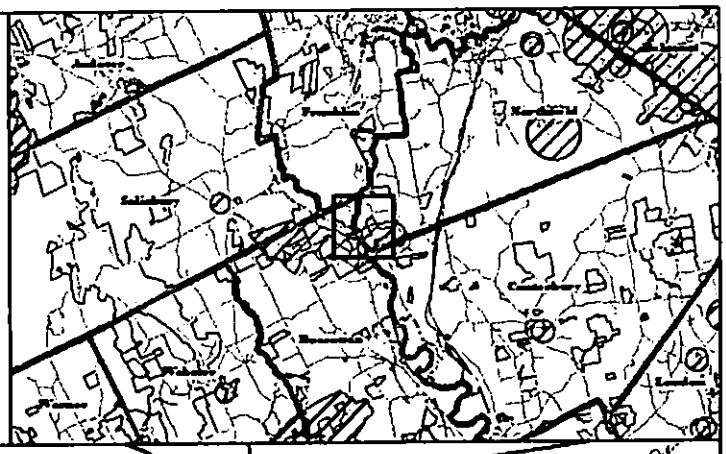
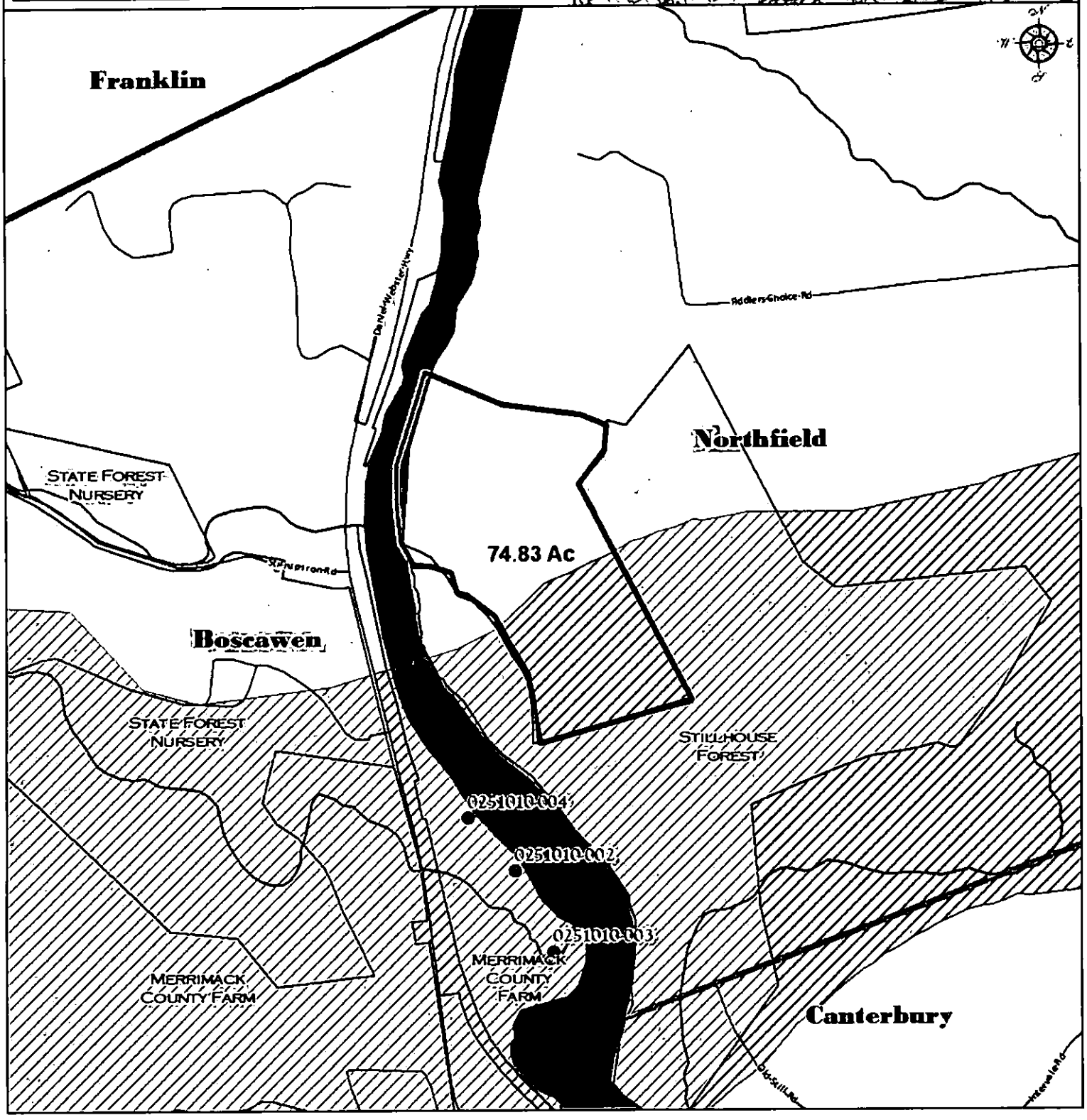
Attachment B - Map

Stillhouse Moran
Penacook Boscawen WHPA

- Proposed Area
- Conservation Lands
- Wellhead Protection Areas
- Hydrologic Areas of Concern
- Public Water Supply Wells
- Hydrography
- Town Boundaries
- Roads

0 500 1,000 2,000 Feet

Total Acres= 74.83 Ac.
Eligible Acres= 27.82 Ac.

The coverages presented are under constant revision as new sites or facilities are added. They may not contain all of the potential or existing sites or facilities. NHDES is not responsible for the use or interpretation of this information. Not intended for legal purposes

8/11/2020