



# New Hampshire Fish and Game Department

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Scott R. Mason  
Executive Director

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May 19, 2023

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

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to acquire a conservation easement on 358 acres in the town of Northumberland, New Hampshire from the Law Office of Ransmeier & Spellman PC (VC# 157133), acting as agent for The Nature Conservancy (TNC), for \$1,000,000, and pay up to \$2,500 for closing costs for a total not to exceed \$1,002,500. Effective upon Governor and Council approval through June 30, 2023. Funding source is 100% Federal.

Funding is available in account Wildlife Program – Wildlife Habitat Conservation as follows:

	<u>FY2023</u>
03-75-75-751520-21550000-033-509033 Land Acquisitions and Easements	\$1,002,500

### EXPLANATION

NHFG proposes to acquire a conservation easement interest from TNC on three parcels totaling approximately 358 acres located along the Connecticut and Upper Ammonoosuc Rivers in Northumberland, Coos County. This acquisition is part of a larger 750-acre riverfront conservation and restoration project that combines habitat conservation, floodplain restoration and agriculture and is positioned to be the largest floodplain restoration project in New England.

The easement will permanently protect 358 acres of terrestrial habitat and approximately three miles of river frontage on the Connecticut and Ammonoosuc Rivers. It will conserve habitat for a variety of wild birds and mammals including deer, bear, turkey, high numbers of wood duck and other waterfowl, and more than 30 recorded species of other birds including osprey, bald eagle, northern harrier, great blue herons, and a high number of bank swallows. The easement will require that the land remain open for public pedestrian uses, hunting, and fishing. The easement will also require NHFG review and approve of future field and forest management, recreation, and habitat management plans on the property.

The appraised fair market value of the conservation easement is \$1,380,000. The easement will be purchased as a bargain sale at \$1,000,000 and the remaining \$380,000 of value will provide the required match under the federal program. The additional \$2,500 is for attorney fees associated with the closing.

Respectfully submitted,

Scott R. Mason  
Executive Director

Kathy Ann LaBonte, Chief  
Business Division

**Inter-Department Communication**

**DATE:** May 3, 2023

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

**SUBJECT: Maidstone Bends Conservation Easement Acquisition, Town of Northumberland**

**TO:** James Oehler, Wildlife Habitat Program Supervisor  
Facilities & Land Division  
Fish & Game Department

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



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Christopher G. Aslin

The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-B:2(I) it is exempt from the New Hampshire Real Estate Transfer Tax and from the LCHIP surcharge pursuant to RSA 478:17-g II (a)

## **Conservation Easement Deed**

THE NATURE CONSERVANCY, a nonprofit corporation incorporated under the laws of the District of Columbia as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code having its headquarters at 4245 North Fairfax Drive, Suite 100, Arlington, Virginia 22203-1606 and a local address at 22 Bridge Street, 4th Floor, Concord, NH 03301 (hereinafter referred to as the "Grantor", which word includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the STATE OF NEW HAMPSHIRE, acting by and through the FISH AND GAME DEPARTMENT, with a principal office at 11 Hazen Drive, City of Concord, New Hampshire 03301 (hereinafter referred to as the "Grantee", which word includes the plural and shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

a CONSERVATION EASEMENT hereinafter (hereinafter "Easement") described with respect to that certain parcel of land (hereinafter "Property") being unimproved land, located in the Town of Northumberland, consisting of approximately 358.7+/- acres, situated in the County of Coos, State of New Hampshire, more particularly described in "Appendix A" attached hereto and made a part hereof and shown as Tracts 3, 4 and 5 on a survey plan entitled "Plan Showing Boundary Survey made for The Nature Conservancy of Land of Owner of Record Mark and Amanda St. Pierre, 1546 Richford Road, Richford, VT 05436" dated March 1, 2022, prepared by Andrew Nadeau of Horizons Engineering and recorded at the Coos County Registry of Deeds as Plan # 4710 (herein referenced as "Survey").

### **1. PURPOSES**

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

- A. To protect and conserve the native biological diversity and habitats on the Property, including, but not limited to, rare species and exemplary natural communities.

- B. To conserve and compatibly manage aquatic and terrestrial habitats on the Property to maintain high ecological resilience and regional connectivity in light of habitat fragmentation and climate change;
- C. To conserve and protect open spaces, particularly the wetland and floodplain forest areas located on portions of the Property and to maintain natural geomorphic river processes in one of the most naturally flowing portions of the Connecticut River;
- D. To protect productive agricultural soils and allow for continued agricultural uses on portions of the Property, consistent with habitat management goals;
- E. To restore and protect natural floodplain vegetative communities, including floodplain forest, and riparian buffers within areas on the Property that will (i) support current and future flood attenuation, slow runoff and absorb excess water to lessen downstream flooding, (ii) improve and protect water quality in the Connecticut River and its tributaries by decreasing nonpoint source pollution and nutrient load, (iii) stabilize eroding banks on the Property, and (iv) provide habitat and enhance connectivity for wildlife;
- F. To further the goals of the NH Wildlife Action Plan and the Wildlife Restoration Program administered by the Department of Interior, U.S. Fish and Wildlife Service (the "Service"), including but not limited to the protection, management and enhancement of wild birds and mammals and their habitats;
- G. To protect the Property for public pedestrian access including, but not limited to hunting, fishing, hiking, walking, cross country skiing and nature observation;
- H. To prohibit uses of the Property that will significantly impair or interfere with these Purposes; and
- I. To conserve the above-described Purposes in perpetuity.

The significant conservation values described in the Purposes are set forth in detail in baseline documentation on file with the Grantor and Grantee ("Baseline Documentation Report" or "BDR"). The BDR is an integral part of this Conservation Easement and is incorporated herein by reference, said BDR approved in writing by both parties. The parties agree that the BDR contains an accurate representation of the natural resources and physical condition of the Property at the time of this conveyance, of the current and historical uses of the Property, and a more detailed description of the conservation values described in the Purposes. In case of any conflict or inconsistency between the terms of the Conservation Easement and the BDR, the terms of this Conservation Easement shall prevail.

The Easement hereby granted with respect to the Property is as follows:

## **2. USE LIMITATIONS**

Any activity on or use of the Property inconsistent with the Purposes of this Easement is prohibited.

Without limiting the generality of the foregoing, the following use limitations shall apply to the Property, subject to the provisions of Sections 3, 4 and 5 below:

A. Commercial Activity. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, other than Agriculture, as defined below, and other than any de minimis commercial activity following from access for traditional cultural uses, as described in Section 3.Q. below.

B. Subdivision. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and none of the individual tracts, which together comprise the Property, shall be conveyed separately from one another, except as permitted in Section 3.B. below.

C. Structures and Improvements. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, parking lot, portable or composting toilet, educational building, tennis court, swimming pool, dock, athletic field, pavilion, shooting range, aircraft landing strip, or mobile home, shall be constructed, placed, or introduced onto the Property. However,

- i. ancillary structures and improvements including, but not limited to, unpaved roads, dams, gates, fences, bridges, culverts or wildlife nest structures may be constructed, placed, or introduced onto the Property to the extent (a) reasonable or necessary to accomplish the conservation, Agriculture, Ecological Restoration (defined below) or Wildlife Habitat Management (defined below) uses of the Property, and (b) not detrimental to the Purposes of this Easement; and
- ii. unpaved pedestrian trails, informational kiosks and wildlife blinds may be constructed, placed, or introduced onto the Property to the extent (a) necessary to accomplish the low-impact noncommercial outdoor recreational or educational uses of the Property, and (b) not detrimental to the Purposes of this Easement; and
- iii. Grantor shall have the right to construct parking areas as specified in Section 3. J. below
- iv. Grantor shall have the right to construct and maintain a bathroom as specified in 3.K below

D. Surface Disturbance. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. are commonly necessary in the accomplishment of the Agriculture, Ecological Restoration, Wildlife Habitat Management, archeological research, or low-impact non-commercial outdoor recreational uses of the Property as permitted by this Easement;
- ii. do not harm state or federally recognized rare, threatened, or endangered species or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Fish and Game Department, Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species;

- iii. do not negatively impact wetland vegetation, soils, hydrology, or habitat;
- iv. are not detrimental to the Purposes of this Easement; and
- v. are permitted and approved by all federal, state, local, and other governmental entities, as necessary before said activities take place.

E. Advertising and Signage. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as set forth in Section 3.N below, and as desirable or necessary in the accomplishment of the Agriculture, Ecological Restoration, Wildlife Habitat Management, conservation, education, or low-impact noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the Purposes of this Easement. No sign shall exceed sixteen (16) square feet in size and no sign shall be artificially illuminated.

F. Mining. There shall be no mining, quarrying, or excavation of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property and no such rocks, minerals, gravel, sand, topsoil or similar materials shall be removed from the Property, except, in either case, in connection with Agriculture, Ecological Restoration and Wildlife Habitat Management, or any improvements made pursuant to the provisions of Sections 2.C., D., or E., above.

G. Hazardous Waste. No substances that if discarded or abandoned would be hazardous waste, shall be disposed of on the Property, and no such substances shall be stored or applied on the Property except in conjunction with activities that are allowed by this Conservation Easement, and provided that the storage and use do not threaten water supply protection and are specifically allowed by the instrument. No wastes generated off property shall be disposed of, stored or discharged on the Property such as, but not limited to the dumping, spreading, injection, burning, or burial of biosolids, man-made materials or materials then known to be environmentally hazardous, except in conjunction with activities that are allowed by this Conservation Easement, and provided that such use does not threaten water supply protection and are specifically allowed by the instrument.

H. Chemicals. There shall be no chemicals used on or applied to the Property, including fertilizers, except as provided in Section 3.O.

I. Modified and Invasive Species. There shall be no planting, broadcasting, or intentional introduction on the Property of any genetically modified, transgenic or replicated organisms or any "Invasive Exotic Species" which are defined as species which are not native to the northeast region of the United States and that, through their capacity to spread into native systems, demonstrably or potentially threaten native species and natural communities, except if Grantor and Grantee determine and mutually agree in writing and in advance of such planting, broadcasting, or other introduction that the action will have a beneficial ecological effect and will be consistent with the Purposes of this Conservation Easement. Any such planting, broadcasting, or other introduction shall be described in the Plans (defined below). Non-native vegetation is further addressed in 3.P. below.

J. Water Protection. There shall be no pollution, alteration, depletion or extraction from surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity, or which

could alter natural water level and/or flow in or over the Property.

K. Zoning; Rights of Way. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or subdivision regulation with respect to the development of any other property. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, and without the written consent of the Regional Director of U.S. Fish and Wildlife Service, except those of record as of the execution of this Easement.

L. Motorized Vehicles. The use of any motorized vehicles, including snowmobiles, all-terrain vehicles or other off highway recreational vehicles as defined in NH RSA 215-A:1 and RSA 215-C:1, or any successor definitions mutually agreed to by Grantor and Grantee, is prohibited, except emergency vehicles and as otherwise specifically permitted in this Easement.

### 3. RESERVED RIGHTS

Grantor retains the right to undertake or continue any activity or use of the Property consistent with the Purposes of this Easement as defined in Section 1 above and not otherwise prohibited by this Easement. Without limiting the generality of the foregoing, and notwithstanding anything in this Easement to the contrary, Grantor shall have the following retained rights:

A. The Grantor reserves the right to conduct Agriculture, Ecological Restoration and Wildlife Habitat Management activities, as described below.

- i. *Agriculture*. For the purposes hereof, "Agriculture" is the right to establish, re-establish, maintain and use cultivated fields and pastures within the Agricultural Zone (defined below) for the production of plant products for domestic or commercial purposes, in accordance with generally accepted agricultural practices and sound husbandry principles, together with the right to construct, maintain and repair gravel or other permeable surface access roads for these purposes on, over and through the Property. Agriculture may not occur outside the Agricultural Zone. The "Agricultural Zone" is an area not to exceed 80 acres in the aggregate. The initial location of the Agricultural Zone is shown in the BDR and will be more particularly depicted in the Agriculture Plan (as defined in Section 4). Agriculture will not be permitted in the Riparian Buffers (as defined in Section 4.H.), except as described in Section 4.H.
- ii. *Ecological Restoration*. For the purposes hereof, "Ecological Restoration" is the right to engage and permit others to engage in Ecological Restoration Activities, as defined below, pertaining to, without limitation, wetlands, river and stream banks, riparian areas, ponds, oxbows and other impoundments, wildlife habitat, natural communities, Invasive Exotic Species (defined below) infestations, or fire regime. "Ecological Restoration Activities" are those activities to renew or restore degraded, damaged or destroyed ecosystems and habitats by means that may include, without limitation, earthworks, stream restructuring, revegetation, removal or control of invasive species, restoration or ecological modification of wetlands, riverbanks, stream banks or riparian areas, or restoration of fire regime, and the right to plan, design, monitor, maintain and correct the same.

- iii. **Wildlife Habitat Management.** For the purposes hereof, "Wildlife Habitat Management" shall mean the practical application of scientific, technical and/or traditional indigenous principles so as to maintain native plant and animal species and their habitats. Activities may include, but shall not be limited to, cutting, pruning, girdling, mowing, brush-hogging or burning of trees or other vegetation to improve habitat conditions; establishing and maintaining firebreaks and buffer zones to reduce wildfire hazards and facilitate prescribed burning; conducting prescribed burns; installing denning or nesting structures for improving the utilization of natural resources and habitats by wildlife populations; and controlling non-native and invasive species through mechanical, chemical, or other means.

**B. Transfer Ownership and Division/Partition.**

- i. The right to sell, give, mortgage, lease, or otherwise convey the Property, provided such conveyance is subject to the terms of this Easement and written notice is provided to Grantee in advance of the transfer in accordance with Section 6 below.
- ii. Notwithstanding Section 2.B. above, conveyance of a portion of the Property (each, a "Divided Parcel") is permitted if such conveyance is (a) to a governmental or conservation entity; or (b) is required in order to cure, correct or resolve a Title Matter, as defined below. A "Title Matter" means a (1) technical or typographical error or mistake of fact made in a survey or legal description of the Property or the Divided Property; (2) minor or *de minimis* lot line or boundary adjustment; or (3) other minor title defect. Any Divided Parcel shall remain subject to all terms of this Easement and any division or subdivision must conform to applicable federal, state or local laws or regulations. Further, Grantor is solely responsible for securing any governmental approval required for the Divided Parcel, and Grantee makes no representation that any division authorized herein will be approved by the governing authorities. Grantor will provide notice to Grantee of any division of the Property pursuant to Section 6 below.

**C. Pedestrian Use and Trails.** The right to allow public pedestrian uses including walking, hiking, running, cross-country skiing, snowshoeing, and wildlife observation, and in connection therewith, the right to clear, construct, and maintain new pedestrian trails, to maintain, repair, relocate, and temporarily or permanently close pedestrian trails, regardless of when they were created, and the right to erect and maintain informational kiosks. The location and construction of new pedestrian trails shall not impair or degrade any known exemplary natural communities, unique or fragile natural features, or rare or endangered plant or animal species identified on the Property. Nor shall they degrade wildlife habitat or impair the ability of wildlife to move across the Property. They shall be consistent with the Purposes of this Easement and shall be identified in the Plans to be approved by Grantee.

**D. Outdoor Education.** The right to conduct or allow low-impact, non-commercial conservation or nature-oriented outdoor educational activities on the Property.

**E. Research.** The right to conduct or allow scientific research on the Property, including, without limitation, archeological research, that poses no threat to the Purposes.

- F. Hunting. The right to allow hunting, trapping, and fishing on the Property, including the right to allow temporary hunting platforms and blinds in accordance with State laws and regulations.
- G. Disabled Hunters. The right to allow disabled persons to operate and hunt from a motor vehicle, as defined in, and in accordance with the requirements of, NH RSA 207:7-a.
- H. Maintenance Vehicles. The right of Grantor and its agents to operate motorized vehicles, bicycles, and other mechanized vehicles only for purposes of maintaining and managing the Property and for other uses specifically permitted in this Easement.
- I. Road Maintenance. The right to maintain, repair, and, if necessary, relocate the designated roads and trails as described in the Plans. This right shall include establishing and maintaining culverts, bridges, and any other ancillary structures necessary for the maintenance, repair, and relocation of the roads; the right to bring gravel onto the Property for road maintenance, repair, and relocation. Care shall be taken to prevent the introduction of invasive species with equipment and material brought on to the Property.
- J. Parking Area. The right to construct and maintain one parking area for the purpose of accommodating public outdoor recreational and educational uses of the Property; the parking area location shall be identified in the Stewardship Plan (defined below). Any parking area will be no greater than 3,000 square feet. Parking area location, size, substrate, and layout will be designed to minimize negative ecological impacts and shall not be detrimental to the Purposes of this Easement.
- K. Restrooms. The right to construct and maintain a bathroom with Grantees review and approval or place a portable restroom facility at the parking area referenced in 3.J. above
- L. Property Restoration. The right to restore to a natural and native vegetated condition any roads or other areas altered by human activity, or to conduct forest restoration in other areas for assisted migration or other purposes with native vegetation and species suitable to the site, provided that this activity shall be performed subject to and in accordance with a written Stewardship Plan developed by Grantor according to the specifications in Section 4.
- M. Invasive Species. The right to control or remove for ecological purposes, exotic invasive species, provided that any control other than early detection-rapid response shall be performed in accordance with the Plans developed by Grantor according to the specifications in Section 4. Grantor reserves the right to conduct early detection-rapid response management without a written Plan.
- N. Signs. The right of Grantor to post signs required for appropriate management of the Property, such signs being consistent with similar signage on other properties of Grantor. Grantor will consult and come to agreement with Grantee in designing and applying appropriate signage reflecting Grantee's role and other funding sources in protecting the Property.
- O. Use of Chemicals. The right to use herbicides, pesticides, fungicides, or rodenticides on the Property provided that such use of chemicals is common and necessary to (a) control a pest or disease outbreak that poses a threat to crop health on the Property or in the region; (b) control exotic invasive species; or (c) implement agricultural uses of herbicides, pesticides and fertilizers. All such chemical

applications shall be applied by a licensed applicator, be consistent with applicable statutes and regulations, utilize the narrowest spectrum, least persistent, yet effective, chemicals available, and, aside from early detection-rapid response management, be described in the Plans.

P. Vegetation and Plant Management. Native and non-native plants may be planted, introduced, maintained on, and removed from the Property in conjunction with Agriculture and any other activities permitted under this Easement. The list of crops and other vegetative types introduced to the Property must be incorporated in the Stewardship Plan and any Agriculture Plan or separately approved by Grantee to ensure that no non-native vegetation is introduced that is inconsistent with the Purposes of the Easement.

Q. Leasing and other Third-Party Rights. Grantor may lease the Property or portions of the Property for Agriculture use by others, subject to the requirement that any lessee complies with this Easement. Grantor may grant temporary or permanent non-exclusive access rights for traditional cultural uses not inconsistent with the Purposes of the Easement, for example (and not by way of limitation), the right for members of an indigenous group to seasonally collect and remove medicinal plants from the Property, subject to the requirement that any holder of these rights complies with the Easement. Grantor shall first either (i) set forth the nature and scope of the access rights in the Stewardship Plan (subject to the approval procedures of 4.E. below) before making any such grant or (ii) submit a proposed access agreement to Grantee at least thirty (30) days prior to making any such grant. In the event of option (ii) above, Grantee shall have the right to disapprove of the same if Grantee finds the access agreement inconsistent with the Purposes of this Easement, out of compliance with the terms of this Easement, or inconsistent with any state or federal law or applicable regulation. Any disapproval shall be provided to Grantor in writing within thirty (30) days of receipt of the proposed access agreement, and specify in detail the reasons therefore. If the Grantee does not provide such disapproval within the thirty (30)-day time period, the proposed access agreement shall be deemed approved by Grantee.

R. Access Control. The Grantor reserves the right to erect gates and barriers and appropriate signage, for the control of motorized or wheeled vehicles and equestrian access into, on, over, or across the Property.

S. State Law Liability Protection. The Grantor specifically retains all protections from liability provided under New Hampshire Law to private owners of land, including, but not limited to, the protections contained in RSA 212:34 or RSA 508:14 (or any successor or other statutory or regulatory provision then applicable).

T. Ecosystem Services. The right to engage, only with prior written approval by the Grantee, in ecosystem services markets such as the sale of forest carbon credits, so long as such actions a) do not adversely affect the interest granted under this Easement to the Grantee or the Grantee's right of enforcement b) are not inconsistent with or defeat the Purposes of this Easement, or c) are not inconsistent with or interfere with the Purpose, Objectives, and Needs of the Wildlife Restoration Program grant by the United States Fish and Wildlife Service as referenced in Section 14. Federal Grant and Appendix "B", Notice of Federal Participation. Grantor shall submit request to engage in ecosystem service markets with the necessary information in T.a), T.b), and T.c) above for the Grantee to make a determination. Grantee shall approve or disapprove Grantor's request within sixty (60) days

of receiving Grantor's request. Ecosystem services markets are defined as the direct and indirect contributions of ecosystems to human well-being – e.g. climate regulation. Forest carbon credit programs promote the reduction of greenhouse gas emissions via the sale of “forest carbon offsets” measured as metric ton of carbon dioxide equivalent (CO<sub>2</sub>e)—the emission of which is avoided or newly stored by greenhouse gas emitters to compensate for emissions occurring elsewhere. Offsets may be developed under voluntary market standards or compliance market standards, each of which has specific carbon accounting and eligibility rules.

U. Bank Stabilization Project. Grantee is aware and acknowledges that a neighboring landowner MRSW Holdings, LLC ("Neighbor") will be working with the USDA Natural Resources Conservation Service (NRCS) to complete riverbank stabilization and planting activities on the Property in the areas shown on Appendix “C” attached hereto in order to curtail riverbank erosion occurring on the subject property and the Neighbor’s property. Grantor has the right to grant a lease, license or other limited term right to Neighbor in order to permit and enable such NRCS-prescribed activities. Grantor assumes no obligation to maintain, repair or replace the riverbank stabilization work, unless, as reasonably determined by Grantor, the same would further the Purposes of the Easement.

V. Water Usage. In performing Agriculture, Ecological Restoration and Wildlife Habitat Management activities, including, without limitation, establishing and maintaining crops, and establishing, improving, and maintaining restored habitat areas, Grantor may use surface and subsurface water resources on the Property, to the extent not detrimental to water purity, quality or quantity and consistent with the Purposes of the Easement and subject to Grantor’s compliance with any and all local and state legal requirements.

#### 4. PLANNING

The Property shall be operated and managed in accordance with an agriculture plan (the "Agriculture Plan") and a stewardship plan (the "Stewardship Plan"; the Agriculture Plan and Stewardship Plan together being referred to as the "Plans" and each of them individually, a "Plan") that shall be prepared, approved and revised as described in this Section 4.

A. Purpose. Grantor and Grantee acknowledge that the purpose of the Plans is to guide Agriculture, Ecological Restoration and Wildlife Habitat Management activities in compliance with this Easement and that the actual activities will determine compliance therewith.

B. Agriculture Plan. The Agriculture Plan will address Agriculture activities.

- i. *Content*. The Agriculture Plan must be prepared in accordance with the requirements of, and contain the elements listed on, Appendix "D".
- ii. *Updates*. The Agriculture Plan shall have been prepared not more than 5 years prior to the date of any Agriculture activity. Agriculture Plans prepared more than 5 years prior to the anticipated Agriculture activity date must be reviewed and updated for Grantee’s approval in accordance with this Section 4.

C. Stewardship Plan. All non-Agriculture elements of Property operation and management, including,

without limitation, Ecological Restoration and Wildlife Habitat Management Activities, will be addressed in the Stewardship Plan. The Stewardship Plan must be prepared by a certified wildlife biologist or other qualified person (the "Resource Professional"). Any person other than a certified wildlife biologist shall be considered a Resource Professional under this Easement only if approved in advance and in writing by the Grantee, except that so long as the Property is under the ownership of The Nature Conservancy, its staff shall be considered approved Resource Professionals.

- i. *Content.* The Stewardship Plan shall specifically address and include at least the following elements:
  - a. The long-term protection of the Purposes for which this Easement is granted, as described in Section I above;
  - b. The following stewardship goals:
    1. maintenance or enhancement of the Property's fish and wildlife habitat values;
    2. maintenance of soil productivity and protection against soil erosion;
    3. protection of water quality, wetlands, and riparian zones;
    4. protection of rare plants and animals;
    5. protection of unique or fragile natural areas;
    6. conservation of native plant and animal species;
    7. protection of unique historic and cultural features; and
    8. protection of passive non-commercial recreational qualities.
  - c. A statement of landowner management objectives consistent with the Purposes of the Easement and stewardship goals stated above;
  - d. A map showing the Property's boundaries, access roads, those areas where Ecological Restoration shall occur, known locations of historic resources, and known locations of rare species and exemplary natural communities;
  - e. A map showing the official trail network and recreational structures as they relate to wildlife habitat types including wetlands, oxbows, known vernal pools, and identified locations of rare and threatened plant and wildlife species, exemplary natural communities, and species of greatest conservation need and a description of how recreation infrastructure avoids detrimental impacts to said habitats, plant and wildlife species;
  - f. A description of the Property's existing conditions and natural features including land cover, topography, soils, geology, wetlands, and wildlife habitat features, low-impact non-commercial recreational and educational uses, and boundary conditions;
  - g. Identification of plant and wildlife species of conservation concern, and how management will enhance or avoid detrimental impacts to said plant and wildlife species;
  - h. Management prescriptions and activities for Ecological Restoration, Wildlife Habitat Management, conservation, low-impact non-commercial recreation, and education; and
  - i. Proposed schedule of implementation of management prescriptions, including a schedule for boundary, road and trail maintenance.
- ii. *Updates.* The Stewardship Plan shall have been prepared not more than 15 years prior to the date of any Ecological Restoration or Wildlife Habitat Management activity. Stewardship Plans prepared more than 15 years prior to the anticipated Ecological Restoration and/or

Wildlife Habitat Management activity date must be reviewed and updated for Grantee's approval in accordance with this Section 4.

D. Intentionally Deleted.

E. Approval. Grantor shall submit each Plan to the Grantee for approval at least sixty (60) days prior to applicable land management activities. Within forty-five (45) days after Grantee's receipt of any Plan, the Grantee shall approve or disapprove the same with respect to its wildlife habitat impacts, consistency with the Purposes stated in Section 1, applicable stewardship goals and compliance with this Easement, and so inform the Grantor in writing. Any disapproval shall specify in detail the reasons therefore. If the Grantee fails to so approve or disapprove within said period, Grantor may proceed with Agriculture, Ecological Restoration and/or Wildlife Habitat Management activities recognizing that the following Section 4.A. above (Purpose) applies.

F. Amendments. In the event that the Grantor proposes a new Agriculture, Ecological Restoration or Wildlife Habitat Management activity not included in a previously approved Plan, the Grantor shall submit an amendment to the applicable Plan for Grantee's approval prior to conducting any such new management activity. Such amendments shall include any changes and additions to or deletions from the previously approved Plan.

G. Compliance.

- i. All Agriculture shall be carried out in accordance with the approved Agriculture Plan, all applicable local, state, federal and other laws and regulations, and the then-current generally accepted best management practices for the sites, soils, and terrain of the Property, including, without limitation the then-current or replacement versions of:
  - a. "Best Management Practices for Agriculture in New Hampshire: Best Practices for Managing Agricultural Compost, Fertilizer and Manure" (New Hampshire Department of Agriculture, Markets, and Food, 2017); and
  - b. "Best Management Wetlands Practices for Agriculture" (New Hampshire Department of Agriculture, Markets, and Food, 2019).
- ii. All Ecological Restoration activities shall be conducted in accordance with the approved Stewardship Plan and be supervised by a Resource Professional.
- iii. Any and all recreation trail construction and maintenance shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and to the extent practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:
  - a. "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (NH Division of Parks and Recreation; Bureau of Trails, 2017); and
  - b. "Trails for People and Wildlife" (NH Fish and Game Department, 2019).

H. Riparian Buffers. The Property includes lands lying along the banks of the Connecticut and Upper Ammonoosuc Rivers and on either side of oxbows and other wetland areas. These water bodies (the

“Water Bodies”) are identified as those (1) shown on 7.5 minute United States Geologic Survey Quadrangle maps, or (2) identified on National Wetlands Inventory maps and NH GRANIT land cover maps, both subject to field verification and modification based on actual conditions. The Water Bodies require special buffer areas to protect water quality and to protect the ecological health of the systems associated with such Water Bodies. Given such, Agriculture may not occur within the following areas (as described below, the “Riparian Buffers”) without the prior written approval of Grantee:

- i. Connecticut River and Upper Ammonoosuc: 100 feet from the normal high-water mark of the river when not in flood stage; and
- ii. Other Water Bodies: 50 feet from the upland edge of normal high-water mark of the Water Body;

## **5. AFFIRMATIVE RIGHTS OF THE GRANTEE; PUBLIC ACCESS**

A. To accomplish the Purposes of this Conservation Easement, the following rights are conveyed to Grantee by this Easement:

- i. The Grantee and its agents shall have reasonable access to the Property and all of its parts for such inspections as are necessary to determine compliance with and enforce this Easement and to exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement
- ii. The Grantee shall have the right but not the obligation to mark and maintain the boundaries of the Easement, in consultation with the Grantor.

The Grantor shall, in accordance with applicable laws and regulations, keep the Property open for pedestrian access, in perpetuity, on and across the Property for low-impact non-commercial recreational activities including but not limited to hunting, fishing, hiking, trapping (in accordance to RSA 210:11), cross country skiing and nature observation in accordance with current laws and regulations; provided, however, that the Grantee shall cooperate with the Grantor to limit public access and use of the Property if the public use is not consistent with the purposes of this Easement, and provided further, that there shall be no overnight camping, or construction of fires on the Property by the public without the Grantor’s prior written consent. Limitations on access shall be consistent with the limitations described in any Grant Documents, as defined below in Section 13, which provide that Grantor shall have the right to post against access to active livestock fields, against access to agricultural cropland during the planting and growing season, and against access to other areas during times of active management activities, and that Grantor may temporarily restrict public access during emergency situations where public safety could be at risk.

## **6. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE**

A. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

B. The Grantor shall provide a 60-day advance notification of transfer of title to the Grantee.

## **7. BENEFITS AND BURDENS**

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable, only with written approval by the Regional Director of the Service, and only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

## **8. MERGER**

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement or any portion thereof granted hereunder under the doctrine of "merger" or any other legal doctrine.

## **9. BREACH OF EASEMENT**

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, postage prepaid, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice, undertake those actions, including but not limited to restoration (except for injury to or change in the Property resulting from causes beyond the Grantor's control, as described in subparagraph D. below), which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this Section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall have the right but not the obligation, as appropriate to the Purposes of this Easement, to undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and reasonable legal fees, shall be paid by the Grantor, if the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, including unauthorized motor vehicle use, natural disasters such as fire, flood, storm, disease, infestation and

earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes:

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Purposes of this Easement.

## **10. NOTICES**

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

## **11. SEVERABILITY**

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

## **12. CONDEMNATION/EXTINGUISHMENT**

A. If circumstances arise in the future so as to render the purposes of the easement herein impossible or impracticable to accomplish, the easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of any proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 12.C below.

B. If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate the easement restrictions herein, in whole or in part, the Grantor and Grantee shall act jointly to recover the full value of the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the parties shall be entitled, after payment of any expenses, shall be determined in accordance with Section 12.C below.

C. This Easement constitutes a real property interest immediately vested in Grantee with a proportionate ownership value of 91% the appraised fair market value of the Property at the time of this grant, which proportionate value shall remain constant. (The appraisal was conducted in accordance with Uniform Appraisal Standards for Federal Land Acquisition. While the Larger Parcel of 801 acres comprises the Servient Estate in that analysis, the appraised easement value is applied only to the 358.7 acre Property.) The proceeds shall be distributed based on this proportionate value of the Easement to the underlying fee interest. For the purposes of Sections 12.A and 12.B, the fair

market value shall be determined by an appraisal by a qualified appraiser as of the time of said extinguishment or condemnation. The balance of the amount recovered, after payment of any expenses, shall be divided between the parties in proportion to their respective interests in that part of the Property extinguished or condemned.

D. By virtue of the Wildlife Restoration Program grant from the Service to Grantee for Grantee's purchase of this Easement, and of the provisions set forth in the Notice of Federal Participation, the Service shall be entitled to 72.5% of the proceeds payable to the Grantee pursuant to this Section with the Grantee entitled to the remaining 27.5%, donated as federal match from the Grantor, unless the Regional Director of the Service consents to or requires the Grantee's use of the Service's portion of the proceeds to acquire other land or interests in land of equal or greater monetary and resource value.

### **13. ADDITIONAL EASEMENT**

Any additional conservation easement or restrictions on the Property shall require prior approval of the Grantee and the Regional Director of the Service, and shall not diminish the conservation purposes for which the Property was originally protected. Any future conservation easement or restrictions shall be conveyed to and accepted and recorded by either the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the Internal Revenue Code of 1986, as amended, or any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, and agrees to and is capable of enforcing the conservation purposes of the easement. Any such assignee or transferee shall have like power of assignment or transfer.

Consistent with the above, the Grantee and the Service in accordance with the Notice of Federal Grant Participation (Exhibit B) hereby acknowledges and consents to the recording immediately subsequent hereto of Grant Agreements or Notices of Grant Agreement between Grantor and each of the New Hampshire Land and Community Heritage Investment Program and the Drinking Water Groundwater Trust Fund (the "Grant Documents").

### **14. FEDERAL GRANT**

The Easement on the above-described Property is acquired, in part, with federal funds received by the Grantee from the Wildlife Restoration Program, 50 CFR 80, administered by the Department of Interior, acting by and through the United States Fish and Wildlife Service (the "Service"), under Title 16, Chapter 5B, Section 669 of the United States Code, under Grant Agreement Number F21AF04030 (NH-W-108-L-2) effective August 1, 2021 between the Service and the Grantee. All present and future terms and conditions of the Property are and shall remain subject to the terms and conditions described in the Notice of Federal Participation (attached hereto as Appendix B), and to the other administrative requirements of the applicable grant funding program of the Service.

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

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

*[Signatures commence on following page]*

IN WITNESS WHEREOF, we have hereto under set our hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, State Director  
The Nature Conservancy

The State of New Hampshire  
County of Merrimack

I, hereby certify that \_\_\_\_\_, NH State Director of The Nature Conservancy, personally appeared before me on this \_\_\_\_ day of \_\_\_\_\_, 2023 and acknowledged the foregoing Conservation Easement.

Before me,

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

Accepted: State of New Hampshire Fish & Game Department

By: \_\_\_\_\_  
Scott R. Mason, Executive Director

The State of New Hampshire  
County of Merrimack

Personally appeared Scott R. Mason, Executive Director of the New Hampshire Fish and Game Department, this \_\_\_\_\_ day of \_\_\_\_\_, 2023 and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.

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

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

**APPENDIX A**  
**Property Description**

Those certain tracts or parcels of land, located in the Town of Northumberland, County of Coos and State of New Hampshire, shown on those Plans recorded as Plan No. 4710 in the Coos County Registry of Deeds entitled "Plan Showing a Boundary Survey Made for The Nature Conservancy, of Land of Owner of Record, Mark & Amanda St. Pierre, 1546 Richford Road, Richford, VT 05436; Situated in Northumberland, Coos County, New Hampshire" by Horizons Engineering, dated December 3, 2021, more particularly bounded and described as follows:

**Easement Parcel 1**

A certain lot or parcel of land, situated on the westerly side of US Route 3/Daniel Webster Highway, but not adjoining thereon, in the Town of Northumberland, Coos County, New Hampshire, bounded and described as follows:

Beginning at an iron rod set at the northerly corner of land now or formerly Michael K. McMann and Romy J. Curtis McMann and on the westerly sideline of land now or formerly of St. Lawrence & Atlantic Railroad Company, thence

South 35°-02'-47" West a distance of 950.15 feet by said land of McMann to a 1/2-inch rebar found with cap marked "CFS", thence

South 10°-46'-44" West a distance of 1,219.91 feet by said land of McMann to a 1/2-inch rebar found with cap marked "CFS" and land now or formerly of Sharon Maguire Frizzell, thence

South 53°-18'-58" West a distance of 471.67 feet by said land of Frizzell, thence

South 62°-16'-52" West a distance of 369.37 feet by said land of Frizzell, thence

North 87°-52'-33" West a distance of 402.61 feet by said land of Frizzell, thence

North 61°-17'-02" West a distance of 388.10 feet by said land of Frizzell to a 1/2-inch rebar found, thence

South 78°-51'-24" West a distance of 1,289.76 by said land of Frizzell to an iron rod set at the top of bank of the Connecticut River, thence

Continuing South 78°-51'-24" West a distance of 19 feet, more or less by said land of Frizzell to the Connecticut River, thence

Generally northerly, southeasterly, northerly, westerly, northerly and easterly a distance of 11,871 feet, more or less by the Connecticut River to said land of St. Lawrence & Atlantic Railroad Company, thence

South 23°-50'-45" East a distance of 3,036.69 feet, more or less by said land of St. Lawrence & Atlantic Railroad Company to the point of beginning.

Containing 254.2 acres, more or less.

Being the same premises described as Tract 1 in deed of Mark St. Pierre and Amanda St. Pierre to The Nature Conservancy dated March 2, 2022 and recorded in the Coos County Registry of Deeds, Book 1594, Page 387, and described previously as Tract No. 4 in deed of Douglas A. Nelson, Sr. a/k/a Doug Nelson, Douglas Nelson and Douglas A. Nelson to Mark St. Pierre and Amanda St. Pierre dated January 31, 2018 and recorded in Coos County Registry of Deeds, Book 1482 Page 1 and the same premises further described and shown as Lot 2 of a subdivision plan entitled "John H. and Virginia A. Huckins", June 1999 and recorded in Coos County Registry of Deeds as Plan #1358.

Also conveying the rights-of-way appurtenant to said Lot 2 for access to same, as shown on the plan aforesaid, one running from U.S. Route 3 and crossing Lot 5 as shown on said plan, the other being from the end of old Route 3, crossing Lot 1 as shown on said plan, with the option as to the easement across Lot 1, that such may be relocated by the owner of Lot 1 at no cost to the grantee.

### **Easement Parcel 2**

A certain lot or parcel of land, situated on the westerly side of Craggy Road, in the Town of Northumberland, Coos County, New Hampshire, bounded and described as follows:

Beginning on the westerly side of Craggy Road at land now or formerly of MRSW Holdings, LLC, thence

South 75°-31'-16" West a distance of 64.09 feet, more or less by land of MRSE Holdings, LLC to an iron rod set at the top of bank of the Connecticut River, thence

Continuing South 75°-31'-16" West a distance of 22 feet, more or less by said land of MRSE Holdings, LLC to the Connecticut River, thence

Generally westerly, southwesterly, northerly and northeasterly a distance of 6,141 feet, more or less by the Connecticut River to land now or formerly of Mark & Amanda St. Pierre, thence

North 80°-53'-25" East a distance of 250.84 feet, more or less by said land of St. Pierre to an iron rod set and land now or formerly of Cody & Jessica Braase, thence

North 80°-53'-25" East a distance of 322.64 feet by said land of Braase to a ½-inch rebar found with cap marked "CFS", thence

North 80°-05'-20" East a distance of 225.46 feet by said land of Braase and land now or formerly of Nolan & Amanda Hibbard to a 1-inch iron pipe found, thence

North 81°-46'-27" East a distance of 20.68 feet by said land of Hibbard to an iron rod set and land now or formerly of Randy R. Potter, thence

South 00°-21'-13" East a distance of 203.38 feet by said land of Potter to a ½-inch rebar found with cap marked "CFS", thence

North 81°-43'-46" East a distance of 200.00 feet by said land of Potter to an iron rod set on the westerly side of Craggy Road, thence

South 00°-29'-32" East a distance of 200.00 feet by Craggy Road to a ½-inch rebar found, thence

South 00°-29'-32" East a distance of 82.09 feet by Craggy Road, thence

Generally southerly by Craggy Road on a circular curve to the left an arc distance of 118.83 feet to a ½-inch rebar found, the radius of said curve being 1429.11 feet, thence

Generally southerly by Craggy Road on a circular curve to the left an arc distance of 60.64 feet to a ½-inch rebar found, the radius of said curve being 1429.11 feet, thence

South 10°-26'-21" West a distance of 100.28 feet by Craggy Road to a ½-inch rebar found, thence

South 10°-26'-21" West a distance of 23.44 feet by Craggy Road, thence

Generally southerly by Craggy Road on a circular curve to the left an arc distance of 28.32 feet to an iron rod set, the radius of said curve being 43.24 feet, thence

Generally easterly by Craggy Road on a circular curve to the left an arc distance of 64.92 feet to a ½-inch rebar found, the radius of said curve being 43.24 feet, thence

South 9°-53'-48" East a distance of 286.00 feet by Craggy Road to the point of beginning.

Containing 68.54 acres, more or less.

Being the same premises described as and described as Tract 3 in deed of Mark St. Pierre and Amanda St. Pierre to The Nature Conservancy dated March 2, 2022 and recorded in the Coos County Registry of Deeds, Book 1594, Page 387, and described previously as Tract No. 3 in deed of Douglas A. Nelson, Sr. a/k/a Doug Nelson, Douglas Nelson and Douglas A. Nelson to Mark St. Pierre and Amanda St. Pierre dated January 31, 2018 and recorded in Coos County Registry of Deeds, Book 1482 Page 1.

Also conveying the right-of-way as now traveled from the herein-conveyed land over the land now or formerly of Alton A. Potter to the public highway.

### **Easement Tract 3**

A certain lot or parcel of land situated on the northwesterly side of US Route 3/Daniel Webster Highway, but not adjoining thereon, in the Town of Northumberland, Coos County, New Hampshire, bounded and described as follows:

Beginning at a ½-inch rebar found with cap marked "YORK" at the bottom of a bank on the easterly side of land now or formerly of The Nature Conservancy and northwesterly side of land now or formerly of The Margaret Dingman Trust, thence

North 32°-09'-03" West a distance of 268.64 feet by said land of The Nature Conservancy to a ½-inch rebar found with cap marked "YORK", thence

Continuing North 32°-09'-03" West a distance of 48 feet, more or less by said land of The Nature Conservancy to the thread of an old river channel, thence

Generally northwesterly 580 feet, more or less by said thread of an old river channel to the thread of Upper Ammonoosuc River, thence

Generally northerly, easterly and southerly 2,783 feet, more or less by said thread of Upper Ammonoosuc River to land now or formerly of Barry Normandeau, thence

South 67°-31'-58" West a distance of 79.31 feet, more or less by said land of Normandeau, thence

South 22°-28'-02" East a distance of 186.15 feet by said land of Normandeau to an iron rod set, thence

South 29°-35'-20" West a distance of 264.80 feet by said land of Normandeau to an iron rod set, thence

South 02°-02'-40" West a distance of 100.00 feet by said land of Normandeau to a 1-inch rebar found, thence

North 84°-05'-11" East a distance of 19.09 feet by said land of Normandeau to land now or formerly of The Nature Conservancy, thence

Generally southerly 313 feet, more or less along the low water mark by said land of The Nature Conservancy to land now or formerly of Kathy Elaine Marshall, thence

Generally southwesterly along the bottom of a bank 779'± by said land of Marshall, land now or formerly of Richard L. & Jana L. Marshall, land now or formerly of Cabot F. Ronish & Jennifer Lynn Roy and said land of The Margaret Dingman Trust to the point of beginning.

Containing 36.0 acres, more or less.

Being the same premises described as Tract 5 in deed of Mark St. Pierre and Amanda St. Pierre to The Nature Conservancy dated March 2, 2022 and recorded in the Coos County Registry of Deeds, Book 1594, Page 387 and being previously described as Tract No. 5 in deed of Douglas A. Nelson, Sr. a/k/a Doug Nelson, Douglas Nelson and Douglas A. Nelson to Mark St. Pierre and Amanda St. Pierre dated January 31, 2018 and recorded in Coos County Registry of Deeds, Book 1482 Page 1.

The above bearings refer to the New Hampshire Coordinate System, Grid North.

The above corners described as "iron rod set" are 5/8-inch rebars set with plastic cap marked "NH LLS 947".

Also conveyed herewith are those two rights-of-way as conveyed to Burton Willard, Sr. by deed of Clayton J. Potter, dated October 13, 1959, recorded in the Coos County Registry of Deeds, Book 448, Page 348.

Also conveyed herewith is a right-of-way conveyed to Clayton Potter by deed of Harry I. Barnett, Administrator for the Estate of Ella Potter, dated May 12, 1941, recorded in the Coos County Registry of Deeds, Book 315, Page 113.

**APPENDIX B**  
**Notice of Federal Participation**

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the above described Conservation Easement (hereinafter "EASEMENT") is acquired in part with federal funds received from the Wildlife Restoration Program (CFDA # 15.611) administered by the U.S. Fish and Wildlife Service, Division of Wildlife and Sport Fish Restoration and its successors and assigns (hereinafter "SERVICE") and that the Easement is subject to all the terms and conditions of Grant Agreement Number F21AF04030, NH-W-108-L-2 (hereinafter "GRANT AGREEMENT") with a grant effective date of August 1, 2021 between the Service and the Department. Copies of the Grant Agreement are kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

The Department acknowledges that the Easement, which is the subject of the Grant Agreement, is acquired for the approved purpose of conserving wild birds and mammals and their habitats in perpetuity. The Department, as the Grant Recipient hereby acknowledges that they are responsible for ensuring that the Easement is used and will continue to be used for the approved purpose for which it is acquired and that the Easement may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of the Regional Director of the U.S. Fish and Wildlife Service. The Department acknowledges that there must be no discrimination against any member of the public on the Property.

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

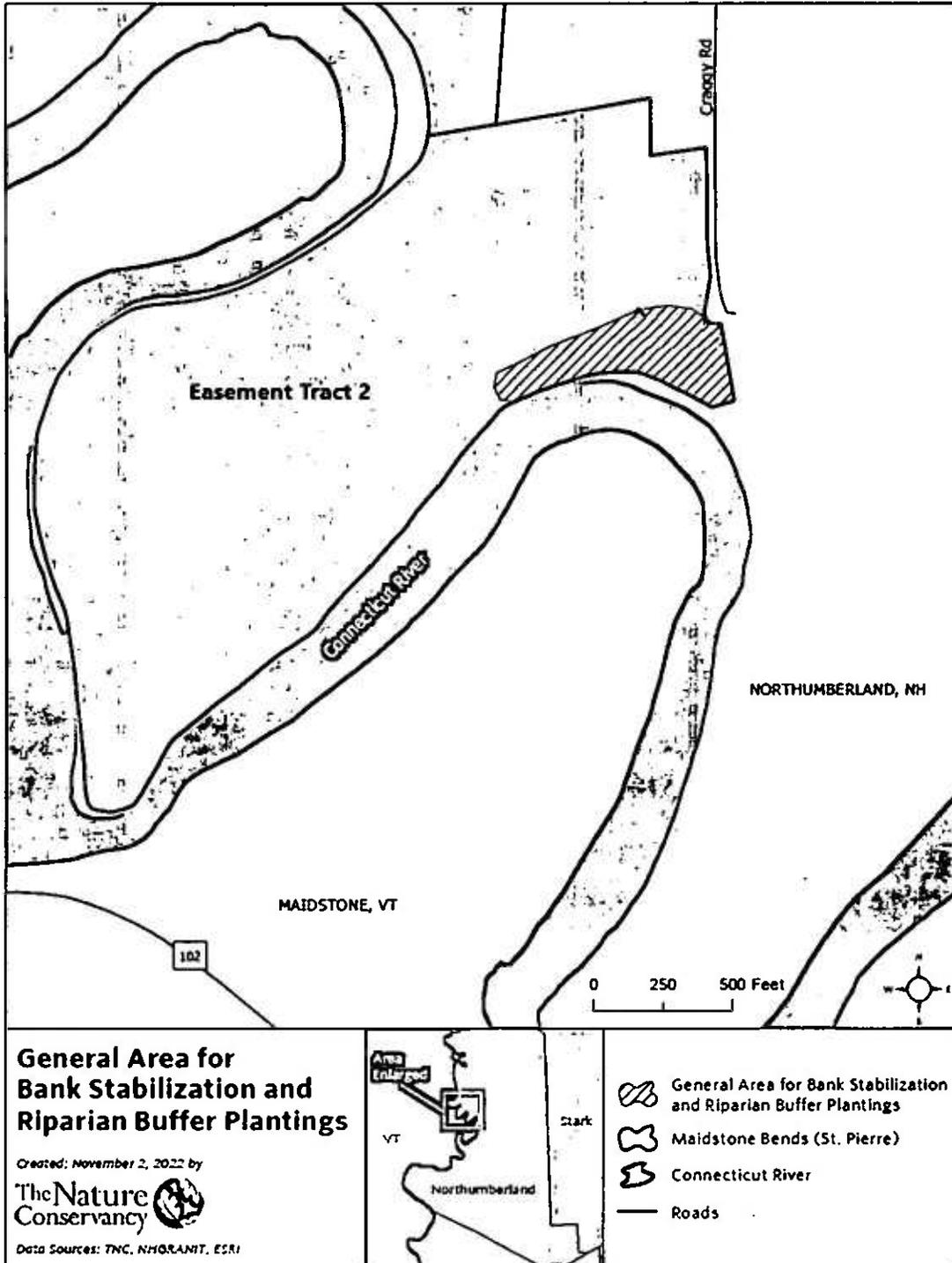
If the Department determines that the Easement is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either (1) acquire a conservation easement or other interest in land of equal value that serves the same approved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

The Department, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to terms and conditions associated with Grant Agreement F21AF04030, NH-W-108-L-2.

\_\_\_\_\_  
Scott R. Mason, Executive Director

Date: \_\_\_\_\_

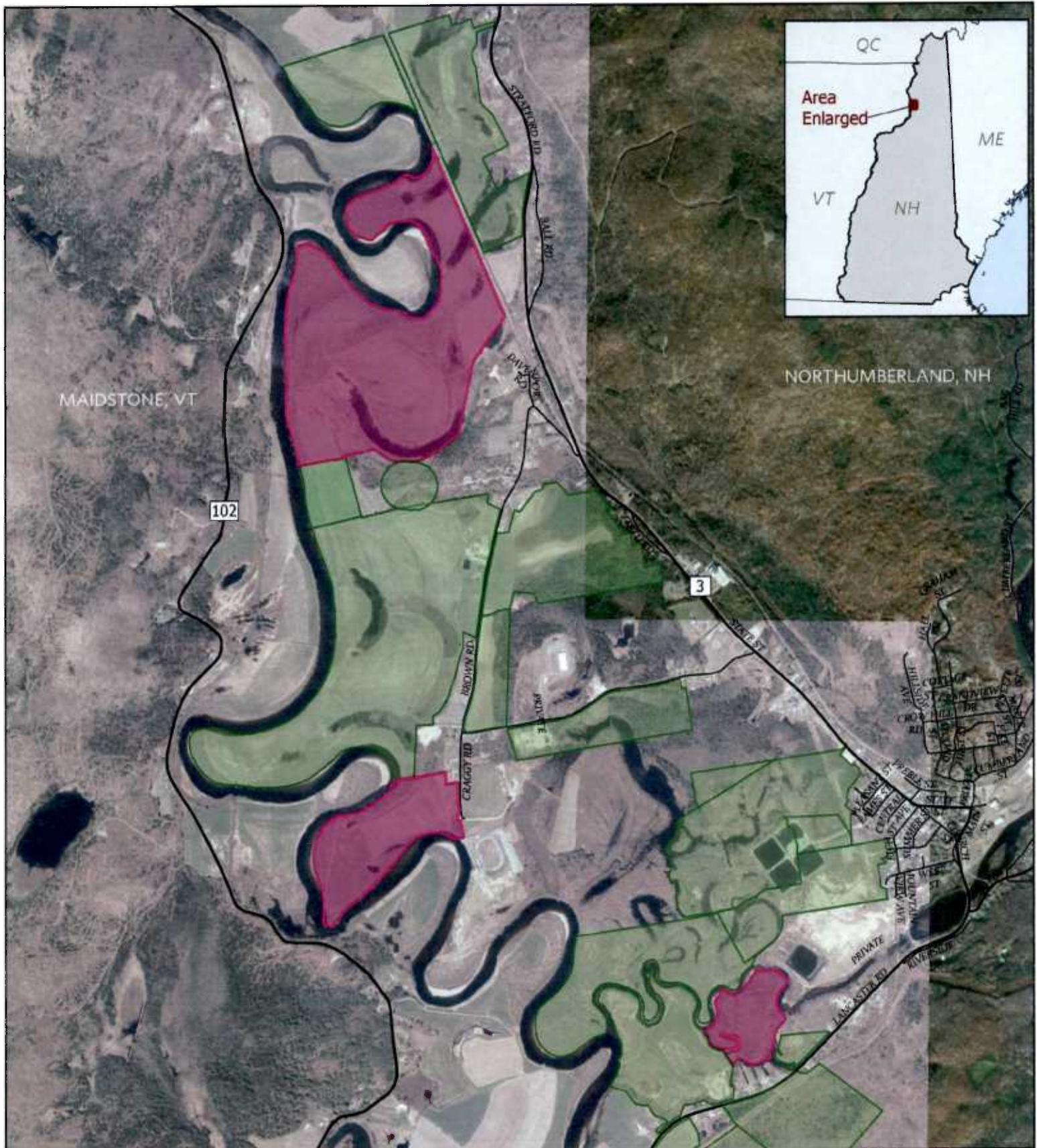
**APPENDIX C**  
**General Area for Bank Stabilization and Riparian Buffer Plantings**



**APPENDIX D**  
**Agriculture Plan Minimum Requirements**

Any Agriculture Plan must contain the following:

1. Overview Map. Map of the areas where Agriculture will occur within the Agricultural Zone.
2. Crop Plan and Detailed Map. Description of the crops and any other vegetative types to be cultivated or otherwise introduced to the Property and a map depicting the planting plan.
3. Description of Chemical Use.
  - a. *Herbicides and Pesticides*. A plan for the use of any herbicides and pesticides, including crop seeds treated with same. The plan should include a description of chemicals to be used, volumes and method of application and description of how such application is not inconsistent with the Purposes of the Easement.
  - b. *Fertilizers*. A plan for the use of any fertilizers, including the medium, any chemicals, volumes and method of application and description of how such application is not inconsistent with the Purposes of the Easement.
4. Soil Protection. Soil Conservation Practices, developed by and NRCS-certified planner, or, with Grantee's approval, another certified expert.
5. Nonpoint Source Pollution Reduction. Nutrient Management Plan prepared by a Certified Crop Advisor of the American Society of Agronomy, or, with Grantee's approval, another certified expert.



- Conservation Easement Area
- Other Conservation & Public Land
- Road
- Municipalities

0    0.25    0.5 Miles



## Maidstone Bends

### Conservation Easement Area

Northumberland,  
New Hampshire

Created: April 24, 2023



Data Source: TNC, NHGRANT, ESRI

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RANSMEIER & SPELLMAN PROFESSIONAL CORPORATION is a New Hampshire Professional Profit Corporation registered to transact business in New Hampshire on December 27, 1991. 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: 166169

Certificate Number: 0006222684



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State