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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF FORESTS AND LANDS

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

147B

June 21, 2023

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

**REQUESTED ACTION**

Pursuant to RSA 227-H:3, re-authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (Department) to purchase a Conservation Easement as revised in Appendix B on 1,248.5 +/- acres in the towns of Jackson and Bartlett in Carroll County, New Hampshire, known as the "Dundee Community Forest, Forest Legacy Project" (the Project) for an amount not to exceed \$2,300,000 for the purpose of protecting natural resources and ensuring continued access to the properties effective upon approval by Governor and Executive Council approval. The original authorization to purchase was approved by Governor and Council on April 2, 2022, Item #79. 100% Federal Funds.

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

	<u>FY 2023</u>
03-035-035-351010-35460000-033-509033 Land Acquisition & Easement	\$2,300,000

**EXPLANATION**

The Department has received a Federal Financial Assistance Award of \$2,300,000 under the State Grant Option of the Forest Legacy Program (Grant Award #21-DG-11094200-138) for the Project. The conservation of the 1,248.5 +/- acres, contained in a tract (Property), will protect a significant conservation and woodland resource. The Property contains high quality forest soils and productive northern hardwood and conifer forests, abutting the White Mountain National Forest.

Per request of the landowner, the Conservation Easement language has been revised to address IRS provisions allowing for a bargain sale, and other non-substantive edits. The modified language has been reviewed and approved by the Attorney General's Office. All other terms and conditions of the agreement and obligations of the parties remain unchanged. The total Forest Legacy payment for the Conservation Easements will not exceed \$2,300,000 or the appraised value, as stipulated by Federal Forest Legacy Program Standards and Guidelines. The landowner has completed the title, survey, stewardship plan, baseline documentation, and environmental due diligence. Administrative grant funds from the Forest Legacy account will be used to purchase title insurance. The landowner and project partner will contribute more than 25% matching funds through the protection of additional lands and in-kind services. There are no State monies contributing to the acquisition of the Project.

Respectfully submitted,

Sarah L Stewart  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**Inter-Department Communication**

**DATE:** June 21, 2023

**FROM:** Sheri Phillips  
Assistand Attorney General

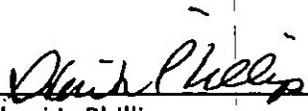
**AT:** Department of Justice  
Civil Bureau

**SUBJECT:** Revised Grant of Conservation Easement from Dundee Management Corporation to State

**TO:** Patrick Hackley, Director  
Division of Forests & Lands  
Department of Natural and Cultural Resources

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The Office of the Attorney General has reviewed the revised Grant of Conservation Easement with respect to the Dundee Community Forest property located in the towns of Jackson and Bartlett, Carroll County, New Hampshire, granted by the Dundee Management Corporation to the State. This revised Grant is approved as to form and substance only. Following execution, please submit the fully executed Deed to this Office for approval of execution prior to recordation in the Registry of Deeds.

  
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Sheri L. Phillips

**Return to:**

**Mark Faulkenberry  
Administrator, Planning & Community Forestry Bureau  
Dept. Natural and Cultural Resources  
Division of Forests and Lands  
172 Pembroke Road  
Concord, New Hampshire 03301**

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

**GRANT OF CONSERVATION EASEMENT**

Dundee Community Forest  
in Jackson and Bartlett, Carroll County, State of New Hampshire

The **Dundee Management Corporation**, a New Hampshire corporation with a mailing address of 79 Old Mountain Road, Cape Neddick, ME 03902 ("Fee Owner" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes Fee Owner's executors, administrators, legal representatives, successors and assigns), hereby grants with quitclaim covenants in perpetuity to the **State of New Hampshire**, c/o the Department of Natural and Cultural Resources ("DNCR"), with a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 ("Easement Holder" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes the Easement Holder's executors, administrators, legal representatives, successors and assigns), the Conservation Easement ("Easement") hereinafter described with respect to a certain parcel of land with access thereto being unimproved land situated in the Towns of Jackson and Bartlett, County of Carroll, State of New Hampshire, more particularly described in Appendix A attached hereto and made a part hereof ("Property"). The underlying fee interest in the Property will be held and conveyed subject and subordinate to the Easement.

WHEREAS, the 1,248.5 +/- acre Property contains 1,196.1 +/- acres, of high-quality timberland in the Northern Forest that has been under continuous forest management for over 50 years;

WHEREAS, the Property consists of 820.9 +/- acres of high-quality forest soils;

WHEREAS, the Property abuts the U.S. Forest Service's White Mountain National Forest and will add forest land to one of the largest unfragmented forest blocks in New Hampshire;

WHEREAS, there are numerous headwater streams on the Property that are tributaries to the Saco River, which is a source of drinking water for 250,000 people in New Hampshire and Maine, and these headwater streams maintain cold temperatures and high water quality sustaining Eastern Brook Trout and other native fish;

WHEREAS, the Property contains a segment of Great Brook, a tributary to the Wildcat River, a federally-designated Wild and Scenic River, signifying one of the most important free-flowing waters in the United States, and the preservation of Great Brook riparian area and surrounding forestland contributes to maintaining the water quality and quantity in the Wildcat River, including at Jackson Falls, a popular recreation and tourism destination that lies downstream of the Property;

WHEREAS, the majority of the Property lies within the "Thorn Mountain Priority Conservation Area" identified by the Upper Saco Valley Land Trust's ("USVLT") regional conservation plan as a 4,675-acre focus area noted for being unfragmented forest and an important wildlife-movement corridor;

WHEREAS, the New Hampshire Fish and Game Department's Wildlife Action Plan has identified 73 +/- acres of the Property as a high-quality biological region consisting mostly of spruce-fir and cliff/talus, and 266 +/- acres of the Property as supporting landscapes consisting of large forest blocks contiguous with the White Mountain National Forest;

WHEREAS, part of the Property lies within a Wellhead Protection Area designated by New Hampshire Department of Environmental Services;

WHEREAS the Property contains a high-elevation habitat area near Tin Mountain and Thorn Mountain that contains 100 +/- acres of uncut "old growth" forest and an uncommon ecosystem associated with open ledges and talus slopes;

WHEREAS, the Property contains habitat that supports rare and threatened species identified by the New Hampshire Natural Heritage Bureau that are known to occur on or near the Property, including American Cancer-root, Canada Mountain-rice Grass, Back's Sedge, White Edge Sedge, Peck's Sedge, and Necklace Chain Sedge;

WHEREAS, portions of the Property make up the mountainside viewscape seen from the State's iconic Intervale Scenic Vista, and other portions lie in the viewsheds from many surrounding mountain peaks and valley overlooks;

WHEREAS, the Property is part of the ancestral homeland of the Abenaki people, includes important historical and natural resources for Native American populations, and also contains relicts of early European settlement, such as stone walls, cellar holes and remains of early farm

equipment;

WHEREAS, the Property is an important resource for such recreational activities as hiking, hunting, fishing, cross-country skiing, wildlife observation, and other low-impact outdoor recreational activities;

WHEREAS, the Property is adjacent to the Tin Mountain Conservation Center's Jackson Field Station, an environmental education center with active school programs, and the creation of the community forest will allow that use to continue and expand,

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

*I. PURPOSES*

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

1.A To preserve and conserve open spaces and scenic values, particularly the conservation of the Property's approximately 1,196.1+/- acres of productive forest land, for the enjoyment and education of the general public; and

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

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

1.D To preserve and conserve streams, riparian areas, wetlands, and the quality of groundwater and surface water resources, fish and wildlife habitats, rare and exemplary plants and natural communities, and cultural resources; and

1.E To assist in the implementation of the Town of Jackson Master Plan (as adopted October 13, 2016), which includes a goal to "Protect and conserve Jackson's natural resource areas including hills, woodlands, scenic vistas, valuable wildlife habitat, streams, wetlands, floodplains, aquifer recharge areas, sensitive riparian areas, and the night sky"; and

1.F To assist in the implementation of the Town of Bartlett Master Plan (as adopted April 19, 2016), which states "The town's natural resources – its mountains, rivers, forests, fields and wetlands – are the basis for both the town's quality of life and much of its economic activity (primarily recreation and tourism but also forest management, wood products and limited farming)."

These Purposes are in accordance with the clearly delineated open-space conservation goals and objectives as stated in the Forest Legacy Program (FLP) as established in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 USC Section 2103C)

which was created "to protect environmentally important forest lands threatened with conversion to non-forest uses"; the State of New Hampshire "Assessment of Need"; NH RSA 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape and conserving the land, water, forest, agricultural and wildlife resources;" and the Department of Natural and Cultural Resource's authority to acquire public forest lands (Title XIX-A Chapter 227-H).

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

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

2.A Prohibited Uses. The Property shall be maintained in perpetuity as open space as defined in NH RSA 79-A:2, without any residential, industrial or commercial activities, being conducted thereon, except Agricultural and Forest Management Activities as defined below, provided that the long-term capability of the Property to produce forest products shall not be degraded by on-site activities and provided that at least seventy-five (75%) of the total Property area shall be maintained in forest cover. And so consequently, consistent with Forest Legacy Program requirements, up to (but no more than) twenty-five (25%) of the total Property area may contain "compatible non-forest uses", which include land use types such as cultivated farmland, pasture and grassland, and open water.

Notwithstanding any other provision of this Easement, no use of the Property may be inconsistent with the Purposes or other significant conservation interests.

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

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

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

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

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

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

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

iv. “Ecosystem Services Markets” (ESM) shall mean institutions or settings in which numerous individuals voluntarily trade permits or credits of an ecosystem service, typically using

money as the means of exchange. For the purposes of the Easement, the extraction of timber and non-timber forest products, and recreation uses including hunting leases are excluded from this definition of ecosystem service markets.

The Fee Owner may engage in ecosystem services markets under other programs but such action must not adversely affect the interest granted under the Easement to the Easement Holder or the Easement Holder's right of enforcement or be inconsistent with or defeat the Purposes for which the Easement was acquired.

No agreements relating to ecosystem service markets shall be made regarding the Property that is or is likely to become inconsistent with the FLP purposes, terms of the Easement, or other documents incorporated by reference. If the Fee Owner wishes to enter into such an agreement, the owner of the fee title will notify the Easement Holder of any proposed participation in ecosystem service markets the Fee Owner deems compatible with the Purposes and Terms of the Easement and related documents and explain why they believe market participation is compatible. The Easement Holder will determine the compatibility of the market participation. As needed and appropriate to make the determination, the Easement Holder will consult with the USDA Forest Service. If it is determined to be compatible, the Easement Holder will provide an approval and authorization letter to the Fee Owner and include the letter and ESM participation documentation as an attachment to the current Multi-Resource Management Plan/Forest Stewardship Plan. The Easement Holder may review and monitor all ecosystem service market participation for compatibility with Easement and the FLP Purposes and requirements.

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

- i. maintenance of a sustainable source of timber, pulpwood, biomass and other commodity and non-commodity forest products;
- ii. maintenance or improvement of the overall quality of forest resources through management that promotes the production of high-quality forest resources, such as sawlogs and veneer;
- iii. regeneration of forest stands through silvicultural practices that promote forest types suited to site capability;
- iv. maintenance of forest health through monitoring and control of fire, disease, and insect outbreaks;
- v. long-term maintenance of soil productivity;
- vi. maintenance and protection of biological diversity and integrity through the promotion of a forest that reflects a diversity of stand ages and naturally occurring forest types in a majority of the forest, the conservation of rare and exemplary natural communities, and the conservation and enhancement of native plant and animal species and their habitats, including

establishment and retention of a range of sizes and types of downed woody debris, snag trees, cavity trees, very large/old trees, and early successional habitats;

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

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

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

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

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

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

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

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

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

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

2.E Multi-Resource Management Plan. The Fee Owner shall manage the Property in a manner that is in compliance with this Easement (including the specific terms and conditions applicable to the Special Management Areas) and a written and approved forest and land management plan (“Multi-Resource Management Plan”), and consistent with the purposes for which the land was entered in the Forest Legacy Program, The Multi-Resource Management Plan and any revisions or amendments, must be signed by a professional forester, licensed by the State of New Hampshire, or other qualified persons approved in advance by the Easement Holder. In

the event of a discrepancy or conflict between the Multi-Resource Management Plan and the provisions of the Easement, the Easement shall control.

i. Content. The initial Multi-Resource Management Plan for the Property dated March 2022, was submitted by the Fee Owner and approved by the State Forester or designee on behalf of the Easement Holder on April 4, 2022\_(the “Commencement Date”). An update to the Multi-Resource Management Plan shall be submitted by the Fee Owner to the Easement Holder for review at least 90 days prior to the tenth anniversary of the Commencement Date and at least once every ten (10) years thereafter (each “Update”). The Multi-Resource Management Plan and all Updates shall be consistent with and specifically address how each of the Purposes and Stewardship Goals, as set forth in Section 1 (“Purposes”) and Section 2.C (“Stewardship Goals for the Property”) hereof, are going to be achieved or progressed towards. The then-current Multi-Resource Management Plan shall remain in effect until it is duly updated or amended pursuant to Section 2.E.ii and iii hereof. Information in the Multi-Resource Management Plan should be reasonably sufficient to assess that the Property is being managed sustainably and in accordance with the Stewardship Goals. Multi-Resource Management Plans must meet the minimum standards of a USDA Forest Service Forest Stewardship Program Management Plan and shall include at least the following elements:

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

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

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

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

iii. Approval of Multi-Resource Management Plan. The State Forester or designee, on behalf of the Easement Holder, shall review and act to approve or disapprove Multi-Resource Management Plans, Updates or Amendments submitted by the Fee Owner within ninety (90) days of the Easement Holder's receipt of each Multi-Resource Management Plan, Update or Amendment. The 90-day review period may be extended upon the written agreement of both the Easement Holder and the Fee Owner. If the Easement Holder fails to act to approve or disapprove a Multi-Resource Management Plan, Update or Amendment within the 90-day period or other mutually agreed-upon extension period, a meeting of both parties shall convene within 14 days

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

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

2.F Special Management Areas. Certain areas of the Property shall be designated as “Thorn Mountain Ridgeline Special Management Area”, “Tin Mountain Riparian Buffer Special Management Area”, and “Villagio Bianco Wellhead Protection Special Management Area”, and collectively are known as “Special Management Areas” or “SMA”. The total Special Management Area acreage is 431+/- acres. The locations and acreage of the Special Management Areas on the date of this Easement are identified in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report.

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

ii. Thorn Mountain Ridgeline Special Management Area (“Ridgeline SMA”). This Special Management Area consists of 253+/- acres located along the ridgeline on the southern and western sides of Thorn Mountain as shown on the Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report. This area includes exposed ledges and talus slopes that contain several rare plant sites as well as forest conditions that indicate that it has never been logged, resulting in a late successional forest. The Ridgeline SMA is being established to ensure that these rare plants and this ecological community are

given additional levels of protection as management actions are developed. Within the Ridgeline SMA the following additional protections apply:

- a. The SMA shall be a no-cut area with forest management operations permitted only with the consent of the Easement Holder in consultation with the NH Natural Heritage Bureau.
- b. Trail building or recreational improvements can only occur with the mutual agreement of the Fee Owner and the Easement Holder after consulting with the Natural Heritage Bureau, and provided such activity is described in the Multi-Resource Management Plan and is not detrimental to the ecological condition of the SMA and the Purposes and Stewardship Goals of the Easement.
- c. Crossings of the SMA with timber harvesting roads or skid trails are allowed with prior written approval of the Easement Holder provided that any crossings are temporary and have been designed to minimize the number and width of crossings, to include all appropriate erosion-control devices, and to comply with "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (State of New Hampshire, Division of Forests and Lands, 2016) and successor documents.

iii. Tin Mountain Riparian Buffer Special Management Area ("Riparian SMA"). The Riparian SMA consists of 111+/- acres located on three parcels that collectively make up the Tin Mountain Tract, which is located on the eastern flank of Tin Mountain. The Riparian SMA centers on a complex of streams and two wetland areas consisting of 10,344 +/- feet of perennial streams, 8,600 +/- feet of intermittent streams, and 6.67 +/- acres of hydrologically connected riparian wetlands. The Tin Mountain Riparian Buffer Area is consistent with the New Hampshire Aquatic Resources Mitigation Fund Final In-lieu Fee Program Instrument (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142).

The principal goal for management within the Riparian SMA is the establishment and maintenance of a high-quality buffer that provides an array of ecological benefits including but not limited to:

1. buffering aquatic and wetland plants and animals from disturbance;
2. preventing wetland and water-quality degradation;
3. providing important plant and animal habitat;
4. providing adequate corridors for species that require such areas for their seasonal, annual, or dispersal movements/migrations; and
5. providing organic matter, nutrients, and structure to aquatic systems.

Within the Riparian SMA the following additional protections apply:

- a. The area within 100 feet of any intermittent stream and within 200 feet of any perennial stream or wetland as measured upland from the ordinary high-water mark of the water body or wetland edge, on both sides of a stream, shall be a no-cut area with forest management operations permitted only with the consent of the Easement Holder and the concurrence of the NH Department of Environmental Services.
- b. Crossings of the SMA with timber harvesting roads or skid trails is allowed with prior written approval of the Easement Holder and after Easement Holder consults

with Department of Environmental Services, provided that any crossings are temporary and have been designed to minimize the number and width of crossings, to include all appropriate erosion control devices, and to comply with “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire” (State of New Hampshire, Division of Forests and Lands, 2016) and successor documents.

- c. Recreational trail crossings are permitted with the prior written approval of the Easement Holder and after Easement Holder consults with Department of Environmental Services. Any trail development proposals should be designed to follow “Best Management Practices for Erosion Control During Trail Maintenance and Construction” (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails, 2004) and successor publications.
  
- iv. Villagio Bianco Wellhead Protection Special Management Area (“Wellhead Protection SMA”). The Wellhead Protection SMA consists of 67.2 +/- acres, which is a portion of the so-called Bergendal parcel that is within the Bartlett Tract. The SMA centers on an existing well that is the public drinking water supply for the Villagio Bianco residential development on Dundee Road in Bartlett. The establishment of the Wellhead Protection SMA is consistent with the program requirements for the Drinking Water and Groundwater Trust Fund administered by the State of New Hampshire Department of Environmental Services.

The principal goal for management within the Wellhead SMA is the establishment and maintenance of a high-quality buffer that protects the quality and quantity of water provided by the public drinking water supply well.

Within the Wellhead SMA, the following additional protections apply.

- a. No activity shall be allowed that will degrade the water quality such that the standards set for public drinking water by the Department of Environmental Services would be threatened.
- b. No wastes generated off the property including non-hazardous wastes such as compost, stumps, wood chips or plowed snow shall be disposed of, stored, or discharged within the Wellhead SMA.
- c. No motorized vehicles shall be allowed for recreational purposes, provided that snowmobiles as defined in RSA 215-A:1, XIII may be allowed if they are operated
  - i. Only on snow and ice outside the sanitary protective area of public water supply well(s);
  - ii. More than 250 feet from a surface water body being used as a public water supply;
  - iii. More than 100 feet from tributaries contributing to such water bodies; except when crossing such tributaries; and
  - iv. Only on designated snowmobile trails depicted on a plan approved by the Easement Holder in consultation with the Department of Environmental Services or successor agency.
- d. Parking areas for non-motorized trail access require prior written approval of the

Easement Holder in consultation with the Department of Environmental Services or successor agency.

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

i. Compliance with Law. All activities on the Property shall be performed in compliance with all applicable local, state and federal laws and regulations;

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

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

2.H Subdivision. The Property consists of seventeen proximate but not adjacent tracts and parcels of land in the Towns of Bartlett and Jackson, Carroll County, New Hampshire, as more particularly described on Plan # PL:3721/0550 and PL:3721/0551 survey plans recorded in the Carroll County Registry of Deeds, Book 3721, Pages 550-556, May 15, 2023. The tracts in the Town of Jackson shall not be subdivided or conveyed separately from one another (referred to as the Jackson Tracts), and the tracts in the Town of Bartlett shall not be subdivided or conveyed separately from one another (referred to as the Bartlett Tracts). The Jackson Tracts and the Bartlett Tracts may be conveyed separately in accordance with the restrictions contained herein. Any conveyance of the Jackson Tracts or the Bartlett Tracts independently shall be subject to the terms of this Easement, and the new Fee Owners of the conveyed tracts shall comply with the then-current Multi-Resource Management Plan. Any activity not covered by the then-current Multi-Resource Management Plan shall not be permitted until such activity is covered under a new Multi-Resource Management Plan prepared by the new Fee Owner and approved in accordance with the terms in Section 2.E. The Property shall not be used to meet any designated open-space requirements as a result of the provisions of any subdivision approval or land-use regulation process or in calculating allowable unit density.

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

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

ii. meet the requirements of the Multi-Resource Management Plan and State and Federal

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

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

2.J Permitted Excavation. There shall be no mining or quarrying ("Mining") of surface or subsurface oil, gas, or other minerals ("Minerals"), all as defined in NH RSA 12-E:1 as enacted as of the date of this Easement, from on or under the Property. Excavation of sand, gravel, and construction aggregate to be excavated from natural deposits or formations on the Property is permitted, provided that the laws of the State of New Hampshire do not define them to be "minerals", provided further that such activities:

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

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

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

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

v. such extraction shall have no more than a limited, localized impact on the Property and shall not be irretrievably destructive of significant conservation interests.

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

2.L Signage. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as common and necessary in the accomplishment of Forestry, Agriculture or Conservation Activities on the Property, or to advertise the land for sale, or to publicize the Forest Legacy Program, the Drinking Water and Groundwater Trust Fund and the

Land and Community Heritage Investment Program, or to recognize the partnership that created the Easement. Any allowed advertising structure shall not be detrimental to the Purposes of this Easement. No advertising structure shall exceed eight (8) square feet in size or be artificially illuminated.

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

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

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

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

2.Q. Property Boundaries. The Fee Owner is responsible for maintaining the marked identifications of the Property’s exterior ownership boundaries.

### 3. RESERVED RIGHTS.

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

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

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

- a. Programs for outdoor educational purposes;
- b. Guided Outdoor Recreation Activities, as set forth in the Multi-Resource Management Plan or otherwise approved in advance and in writing by the Easement Holder;
- c. Use of primitive campsites and lean-to shelters;
- d. Equestrian access;
- e. Use by back-country or cross-country skiers; and
- f. Other outdoor recreational activities as approved by the Easement Holder.

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

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

### 3.B Structures, Improvements, and Trails.

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

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

iii. The Fee Owner may construct, maintain and replace primitive campsites and lean-to shelters for Outdoor Recreation as identified in the Multi-Resource Management Plan. Campsites and lean-to shelter areas may contain tent platforms, pit or backcountry toilets, fire rings, picnic tables, and other rustic campsite improvements. This Section is an exception to Section 2.I (“Structures”) and must be performed in compliance with 2.I. (“Structures”) and Section 2.J. (“Permitted Excavation”).

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

- a. routine maintenance, including, but not limited to road maintenance, development and maintenance of unpaved paths and trails, and other routine activities arising out of routine Forest Management Activities as long as such routine maintenance is completed within three (3) days of its commencement; and
- b. emergency actions required to protect public safety or natural resources, including closure of roads and trails and prohibition of access to portions of the Property, except that notice of such action shall be provided to the Easement Holder immediately and the affected road, trail, or portion of the Property shall not remain closed for greater than forty-eight (48) hours without the approval of the Easement Holder.

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

vi. The Fee Owner's ability to allow the adjacent property owner's existing deeded right to maintain, inspect, repair, improve or relocate the existing drinking-water spring and pipeline located on the so-called "Bramble Lot" upon prior written notification to the Easement Holder.

vii. The Fee Owner's right to grant temporary leases or licenses to, and, to accept fees from abutting landowners to allow them to cross the Property for the purposes of conducting agriculture or forestry activities as defined herein on their properties, provided that the Fee Owner give the Easement Holder prior notice of such leases or licenses and that they be included in the Multi-Resource Management Plan. Any such leases or licenses shall not negatively impact the Purposes and Stewardship Goals of the Easement as described in Section 1 ("Purposes") and Section 2.C ("Stewardship Goals of the Property") or limit the allowed uses of the Property.

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

3.D Motor Vehicles. The use of motor vehicles is allowed by the Fee Owner as reasonably necessary for the practice of Forestry, Agriculture and Conservation Activities and for

exercising any of the Fee Owner's reserved rights. The use of other vehicles for the purposes of Outdoor Recreation may be permitted within the Multi-Resource Management Plan or by written mutual agreement by the Fee Owner and Easement Holder.

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

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

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

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

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

3.H Water Resources Extraction. Subject to written approval from the Easement Holder, the Fee Owner, including the Fee Owner's designee, reserves the right to withdraw groundwater on a sustainable-yield basis and to remove said groundwater from the Property only for the purpose of providing a public water-supply system, as defined by NH RSA 485:1-a, XV, as may be amended from time to time. Withdrawal or removal of groundwater for private, commercial

purposes is expressly prohibited. For the purposes hereof, permitted activities in conjunction with said withdrawal and/or removal shall consist of: the installation, maintenance, monitoring, and replacement of temporary wells for exploratory and/or testing purposes, long-term water production wells, monitoring wells, underground water-distribution piping, pumping stations, and ancillary improvements such as but not limited to gravel roads, signs, underground utilities, and security fencing; and the extraction and removal of groundwater from the Property. This provision is an exception to Section 2.I (“Structures”) and Section 2.J (“Permitted Excavation”) above. In its written approval, the Easement Holder shall assure that the impact to forest land is minimized.

i. An exception is recognized for the existing deeded rights of the adjacent property owner to draw water for residential purposes from a spring located on the so-called “Bramble Lot”, as further described in Book 1206, Page 491 and as affected by First Amendment to Easement Agreement recorded in Book 3235, Page 132. The Fee Owner shall provide written notification to the Easement Holder prior to construction for any improvements, repairs, replacement and/or relocation of the water pipeline and spring.

3.I Cabin Site and Yurt. The Fee Owner reserves the rights to construct, utilize, maintain, repair, relocate, or replace up to one (1) cabin or yurt with ancillary buildings, structures, and improvements on the Property, for periodic non-commercial recreational use only by the public or for Conservation Activities, and not for use as a year-round residence. However, the Cabin or Yurt Building Envelope shall remain subject to the Easement, and its uses shall be detailed in the required Multi-Resource Management Plan noted in Section 2.E. This Section is an exception to Section 2.I (“Structures”) and must be performed in accordance with 2.J (“Permitted Excavation”). All of the following provisions shall apply to the exercise of these rights:

i. The cumulative footprint, including the impervious surface area, of any such cabin or yurt and all its ancillary buildings and structures, such as a deck, porch, storage shed, outhouse, and other outbuildings, shall not exceed: 400 square feet in size as measured from the drip-edge, one (1) story in height with a single pitch from the exterior wall to the center ridge roof, and 20 feet in height (excluding chimneys and stove pipes). Notwithstanding the foregoing restriction on size, the Easement Holder retains the right to increase the size for the sole purpose of complying with either the Americans with Disabilities Act or the Architectural Barriers Act or any similar federal or state laws or regulations. If existing improvements exceed such dimensions, there shall be no further expansion or new improvement resulting in an increase in size.

ii. For the purposes of this section, the 20 feet maximum height shall only be considered in circumstances where excessively steep or rocky terrain requires a 20-foot maximum height on one side of the structure as measured from the ground surface to accommodate building piers;

iii. The Cabin or Yurt shall maintain a rustic appearance by using natural materials such as wood and stone and be in keeping with the natural setting. The exterior of all structures shall be sided (covered) with a material that is aesthetically appropriate to, and will blend with, the forest setting. Structures shall not be permanently faced with tar or roofing paper, and new metal buildings and vinyl siding, or the like, shall not be allowed;

iv. Above-ground and underground public utility lines, including but not limited to

power, communication, water, and sewer lines, are prohibited;

v. Septic systems, except for outhouses, composting toilets, and similarly self-contained disposal systems, are prohibited;

vi. No access way serving any such cabin or yurt shall have an impervious surface;

vii. The cabin or yurt and all its ancillary buildings, structures, and improvements and the site shall have low impact on the environment and be located and constructed so as to minimize detrimental impacts on the scenic qualities of the Property as viewed from public roads and public waters and on the Purposes for which this Easement was created, as determined by the Easement Holder at their sole discretion.

viii. The management and use of said cabin or yurt shall promote the Natural Resource-Based Outdoor Education and Outdoor Recreation uses of the Property as these activities are defined in Section 2.B (“Permitted Uses”);

ix. At least ninety (90) days prior to the commencement of any land clearing for a cabin site, or of the construction or relocation of any cabin, yurt or access road thereto, the Fee Owner shall submit to the Easement Holder for approval a written description and sketch plan of the proposed activity, including size, extent, location, timing, and method of construction or relocation. Within ninety (90) days after the receipt by Easement Holder of such submission, the Easement Holder shall approve or disapprove said submission in writing to the Fee Owner. Approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons therefor. The failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise by the party so failing; and

x. The Fee Owner may charge a fee for temporary use of any cabin or yurt. The provisions of Section 3.A (“Conservation Activities”) regarding the collection of fees for the recreational use of said cabins shall apply.

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

#### 4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

4.A Notice of Transfer. The Fee Owner agrees to notify the Easement Holder in writing ten (10) days before the transfer of title to the Property. Notwithstanding the foregoing, the Easement Holder hereby consents to the transfer of title to the Upper Saco Valley Land Trust by deed recorded immediately after the conveyance of this Easement.

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

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

5. BENEFITS, BURDENS AND ACCESS

5.A Assignment. The burden of the Easement shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of the Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable in accordance with the requirements of the Forest Legacy Program (16 USC Section 2103c) contained in 5.A.i below.

i. This Easement may be transferred or assigned only

(i) to a government entity that (a) is eligible to hold this Easement under the Forest Legacy Program (FLP) and is a “qualified organization” as defined in Section 170(h)(3)(A) of the Internal Revenue Code of 1986, as amended, (b) is willing and able to hold this Easement for the purpose for which it was created, and (c) expressly agrees to assume the responsibility imposed on the holder by the terms of this Easement and that all restrictions, and Purposes of this Easement, shall be continued in perpetuity, and

(ii) with the consent of the Division of Forests and Lands. If the Easement Holder ever ceases to exist, or is no longer willing and able to hold this Easement for the purpose for which it was created or carry out the responsibility imposed on the holder by the terms of this Easement, the Division of Forests and Lands must identify and select an appropriate entity to which this Easement must be transferred, which entity shall satisfy the requirements of 5.A.i above.

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

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

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

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

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

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

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

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

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

## 6. BREACH OF EASEMENT

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

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

6.C Right to Cure. If the Fee Owner fails to take such proper action under the preceding paragraph, the Easement Holder shall, as appropriate to the Purposes of the Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Fee Owner's name or to terminate such conduct. The cost of such action, including the Easement Holder's expenses, court costs, and legal fees, shall be paid by the Fee Owner provided that the Fee Owner is directly or primarily responsible for the breach. The Easement Holder shall have the right to enforce the restoration of any, and all, of the Property damaged by activities inconsistent with the Purposes. Such restoration shall be to the condition that existed on the date of this Easement, except for such changes in the Property that have occurred subsequent to the date of this Easement which are consistent with the terms of this Easement.

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

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

## 7. NOTICES

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

The Fee Owner hereby agrees to notify the Easement Holder, in writing, before undertaking any reserved right which may have an adverse impact on the Conservation Values.

## 8. ANNUAL MEETING

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

## 9. SEVERABILITY

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

## 10. CONDEMNATION

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

10.B Apportionment of Damages. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Fee Owner and the Easement Holder according to the "Proportionate Share" defined in Section 14.B.

10.C Use of Easement Holder's Share. The Easement Holder shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the Purposes set forth herein, subject to the provisions of Section 14 ("Extinguishment").

## 11. ADDITIONAL EASEMENT AND RIGHTS

With the exception of exercising the limited reserved rights to authorize temporary access across the Property by adjoining landowners described in Section 3.B.vii, the Fee Owner shall not convey, grant, exchange, or otherwise transfer any in-common or undivided interest in the Property to a third party, including, but not limited to, use restrictions, licenses, rights-of-way, leases, access or other easements, or a security or leasehold interest into, on, over, under, or across the Property, or as part of a long-term lease of the timber rights in the Property for the purposes of timber harvesting, without the prior written permission of the Easement Holder and the USDA Forest Service. The Easement Holder and USDA Forest Service may only grant such written permission to the Fee Owner if they determine that any such interest would be in accordance with the Purposes of the Easement and would not adversely affect the forestry potential or the scenic beauty of the Property. Such written permission shall be recorded in the Carroll County Registry of Deeds. The Fee Owner remains responsible to assure that all harvesting is done in compliance with the terms of the Easement and the Multi-Resource Management Plan.

## 12. DISPUTES

12.A Non-Binding Mediation. The Fee Owner and the Easement Holder shall have the right to have any dispute arising under the Easement determined by the Carroll County Superior

Court or submitted to mediation in accordance with this Section. In this Section, any reference to “mediation” shall mean non-binding mediation. The parties agree that mediation shall not operate to stay any proceedings that either party may institute in the Superior Court. If either party requests that mediation of a particular matter or matters be undertaken and if that matter is not at the time of the request the subject of an action in the Superior Court, or if it does not become the subject of an action in the Superior Court during the course of the mediation, then the parties shall agree that the matter will be submitted to mediation. The agreement for mediation shall be in writing, signed by both parties, and include a statement of the matter or matters that are the subject of the mediation.

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

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

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

### 13. LIMITATION ON AMENDMENT

The Fee Owner and the Easement Holder may, by mutual written agreement, jointly amend the Easement provided that no amendment shall be made that will adversely affect the qualifications of the Easement or the status of the Easement Holder under any applicable laws including Section 170(h) of the Internal Revenue Code and the Forest Legacy Program (16 USC Section 2103c) and NH RSA 477:45-47.

This Easement may be amended only with the written approval of the Division of Forests and Lands and the USDA Forest Service, and they are under no obligation to agree to any amendment or consult or negotiate regarding any amendment. An amendment may be approved by the Easement Holder and the USDA Forest Service only if it will:

- i. serve the public interest and not diminish the benefits provided to the public;
- ii. have a beneficial or neutral effect on the conservation values protected by this Easement;
- iii. be consistent with the purpose of the FLP and the purpose of this Easement;
- iv. not confer an economic benefit on private persons (private inurement or private

- benefit in the case of a charitable organization holder);
- v. be consistent with the intent of the original grantor of this Easement and any funding entities;
  - vi. not diminish the perpetual duration of this Easement or negatively affect the status or rights of the Easement Holder or the United States with regard to this Easement; and
  - vii. otherwise comply with all applicable Federal, State, and local laws and regulations. Amendments to make boundary line adjustments are permitted only in the case of technical errors made in the survey or legal description.

Any approved amendment must be recorded in the Carroll County Registry of Deeds and a copy of the recorded amendment must be provided to the Division of Forests and Lands and the USDA Forest Service within 30 days of recordation. Any purported amendment that is recorded without the prior written approval of the Division of Forests and Lands and the USDA Forest Service will be null and void.

#### 14. EXTINGUISHMENT

14.A The Fee Owner and the Easement Holder acknowledge that USDA Forest Service Forest Legacy Program funding for the acquisition of this Easement is authorized by the Cooperative Forestry Assistant Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq.), and pursuant to the grant agreement for the Dundee Forest Project, grant award no. 21-DG-11094200-138, awarded by the United States Department of Agriculture (USDA) Forest Service on July 1, 2021 to the Easement Holder. The grant agreement is housed in the USDA Forest Service Eastern Regional Office at 626 E Wisconsin Avenue, Milwaukee, WI 53202 or in an archival facility per Agency policy.

14.B The Fee Owner agrees that the conveyance of this Easement gives rise to a right, immediately vested in the Easement Holder, with a fair market value that is equal to the proportionate value that this Easement, on the date of this Easement, bears to the value of the Property as a whole at that time as though unencumbered by this Easement (“Proportionate Share”). The Proportionate Share shall remain constant. The fair market value shall be determined by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Acquisition Standards for Federal Land Acquisition (UASFLA), and is completed by a certified general appraiser licensed in New Hampshire and approved by the Division of Forests and Lands and the USDA Forest Service.

14.C The Fee Owner and the Easement Holder acknowledge and agree that this Easement cannot be extinguished, in whole or in part (whether through release, termination, exchange, or otherwise) unless the USDA Secretary of Agriculture (Secretary), in the Secretary’s sole and absolute discretion, consents in writing to the extinguishment, and then only pursuant to a judicial determination that, due to changed circumstances, continued use of the Property for conservation purposes is either impossible or impractical, and only if in compliance with § 170(h) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations. In the event of such extinguishment the Easement Holder, on a subsequent sale, exchange, or involuntary conversion of the Property, shall be entitled to a portion of the proceeds at least equal to the Proportionate

Share computed as set forth in this Section 14. The Easement Holder shall use its share of such proceeds in a manner that is consistent with the Purposes of this Easement.

14.D Upon the extinguishment of this Easement the United States shall be entitled to be reimbursed by the Easement Holder for the United States' "proportionate share" (as provided in the following paragraph) of the value of this Easement or the portion thereof that is extinguished as determined at the time of extinguishment. The form of the United States' reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for Forest Legacy Program (FLP) or similar conservation purposes. This Conservation Easement shall not be deemed extinguished in whole or in part until the United States receives reimbursement as provided in this Subsection.

The United States' "proportionate share" is 100% of the Easement Holder's "Proportionate Share" as defined in Section 14.B, which was determined by dividing the FLP's financial contribution to the acquisition of this Easement by the value of this Easement at the time of its acquisition, and expressing the result as a percentage. The United States' proportionate share shall remain constant over time. For the purposes of this subsection, the "value of this Easement or the portion thereof that is extinguished" shall be the value of such interest immediately before the extinguishment as determined by applying the United States' "proportionate share" to the value of the Property as a whole as though it was unencumbered by this Easement, which in turn shall be determined by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) and Uniform Acquisition Standards of Federal Land Acquisition (UASFLA) and is completed by a certified general appraiser approved by the Division of Forests and Lands and the USDA Forest Service.

No inaction or silence by the Secretary shall be construed as approval of an extinguishment or as an abandonment of this Easement in whole or in part. Any purported extinguishment executed without the prior written consent of the Secretary will be null and void. The provisions of this paragraph shall survive any partial extinguishment.

If the Fee Owner or the Easement Holder is notified of a proposal to condemn all or any portion of the property subject to this Easement, the Division of Forests and Lands and the USDA Forest Service must immediately be notified.

#### 15. MERGER

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

#### 16. BASELINE DOCUMENTATION

The originals of the Baseline Documentation Report are on file at the offices of the Easement Holder and consist of descriptions, maps, and other documentation that the parties acknowledge and agree, in writing is an accurate representation of Property on the date of this Easement (the "Acknowledgement") and provide, collectively, the parties' best efforts to assemble an accurate representation of the Property as reasonably known by them upon the execution of the

Easement, and certain other materials referenced in the Easement. The Acknowledgement must be signed at, or prior to, the closing. The Baseline Documentation Report is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of the Easement.

17 BINDING EFFECT

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

18. STATE LAW CONTROLLING

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

Signatures on following page

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Landowner**  
**The Dundee Management Corporation**

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

Name:

Title:

Duly Authorized

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me:

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ as landowners.

\_\_\_\_\_  
Justice of the Peace / Notary Public

My Commission Expires \_\_\_\_\_

(seal)

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

By: \_\_\_\_\_  
Name: Sarah L. Stewart  
Title: Commissioner  
Duly Authorized

**STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK**

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

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission Expires \_\_\_\_\_

(seal)

**APPENDIX A  
PROPERTY DESCRIPTION**

**APPENDIX A**  
**PROPERTY DESCRIPTION**

Description of land of the Dundee Management Corporation east of Dundee Road and Black Mtn. Road and on the northwest side of Doublehead Mountain in Jackson, N.H., as shown on a "Boundary Plan of the Dundee Community Forest – Doublehead Tract" by HEB Engineers, dated May 15, 2023 and recorded at the Carroll County Registry of Deeds in Plan Book 3721, Pages 550-556.

**Doublehead Tract**

Beginning at a point in the east sideline of said Dundee Road, lying N28°47'56"E, 2.55 ft. from a USFS witness bound found, at the northwest corner of land of the United States of America known as WMNF Tract 684a, and at the south corner of the herein-described Doublehead Tract and the Moody Lot of Grantor, which is The Dundee Management Corporation (hereinafter "Grantor-DMC");

Thence the following by said Dundee Road:

N53°44'40"W, 10.98 ft. to a point of curvature;

Northwesterly with a curve to the right having a radius of 675.25 ft., an arc distance of 204.83 ft. [chord: N45°03'15"W, 204.05'] to a point of tangency;

N36°21'51"W, 229.69 ft. to a point of curvature;

Northwesterly with a curve to the left having a radius of 424.75 ft., crossing Doublehead Drive (a private 50' right-of-way to land of Weeder & Hanlon) and the old Doublehead Ski Trail (a U.S.A. right-of-way to WMNF Tract 648a), an arc distance of 248.62 ft. [chord: N53°07'58"W, 245.08'] to an iron pipe found at the south corner of land of Justin & Melissa Lyons;

Thence N45°08'28"E, by said land of Lyons, 209.54 ft. to an iron pipe found, and then continuing approx. 10 ft. to a point in the thread of Dearborn Brook;

Thence northwesterly and downstream with said thread of Dearborn Brook and still by said land of Lyons, approx. 103 ft. to a point lying N30°31'28"E, approx. 7 ft. from an iron pipe found, and at the east corner of land of Thomas & Nancy H. Varnum [survey tie from previously mentioned iron pipe: N36°46'19"W, 87.86 ft.];

Thence continuing northwesterly and downstream with said thread and by said land of Varnum, approx. 119 ft. to a point;

Thence S45°39'10"W, still by said Varnum land, approx. 6 ft. to an iron pipe found [survey tie from previously mentioned iron pipe: N68°31'25"W, 112.87 ft.], and then continuing 84.08 ft. to an iron pipe found at the east corner of the second tract of 998 Pinkham Realty Trust;

Thence N58°09'20"W, 98.06 ft. to a drill hole found in a rock in said thread of Dearborn Brook at the east corner of the first tract of said 998 Pinkham Realty Trust and the southeast corner of another tract of said 998 Pinkham Realty Trust recently conveyed by warranty deed of said Grantor-DMC, dated May 23, 2022, and recorded at Carroll County Registry of Deeds Book 3671, Page 922;

Thence northwesterly and downstream with said brook thread and by said 998 Pinkham Realty Trust 2022 tract, approximately 217 ft. to a point;

Thence S41°57'32"W, still by said 998 Pinkham Realty Trust land, approx. 22 ft. to an iron pipe found at the east corner of land of Lawrence P. & Leslie E. Baima and an appurtenant right-of-way of the Grantor-DMC [survey ties from previously mentioned drill hole: N37°12'56"W, 60.15 ft.; N66°27'56"W, 64.16 ft.; and N54°42'56"W, 87.22 ft.];

Thence N30°34'18"W, by said land of Baima and crossing said right-of-way, 183.96 ft. to an iron pipe found on the southeast line of land of the Lawrence P. Baima Revocable Trust (hereinafter "Baima Trust");

Thence N51°42'09"E, by said Baima Trust land, approx. 10 ft. to a point in the thread of said Dearborn Brook;

Thence northwesterly and downstream with said thread, still by said Baima Trust land, and first by the Grantor-DMC's Moody Lot and then by the Grantor-DMC's Mursell Lot, approx. 812 ft. to a point at the

east corner of the Grantor-DMC's Dearborn Field Lot;

Thence S19°00'52"W, still by said Baima Trust land, and by said Dearborn Field Lot, approx. 31 ft. to a rebar found [survey ties from previously mentioned iron pipe: N48°58'09"W, 376.24 ft. to an iron pipe found; and N65°55'58"W, 326.52 ft.], and then continuing 233.77 ft. to a rebar found in the north sideline of said Dundee Road;

Thence N77°59'01"W, by said Dundee Road, 293.03 ft. to a drill hole with nail found in a stone wall at the south corner of land of the Marilyn Mervar Rodes Rev. Trust (hereinafter "Rodes Trust");

Thence N22°14'24"E, by said Rodes Trust land, 291.48 ft. to an iron pipe found, and then continuing approx. 22 ft. to a point in the thread of said Dearborn Brook and on the southwest line of the Grantor-DMC's said Mursell Lot;

Thence northwesterly and downstream by said thread, approx. 142 ft. to its intersection with Fernald (a.k.a. Pond) Brook [survey tie from previously mentioned iron pipe: N55°41'47"W, 129.83 ft.] at a south corner of land of Christopher E. Rollings;

Thence the following by said Rollings land:

Easterly and upstream with the thread of said Fernald Brook, approx. 388 ft. to a point at a south corner of Tract 1 of the Grantor-DMC's Proctor Lot and at the center of an old cow lane;

N61°30'34"W, with the centerline of said old cow lane, approx. 51 ft. to an HEB disk on rebar set [survey tie from previous brook intersection point: N63°53'42"E, 338.54 ft.], and then continuing 229.68 ft. to a drill hole set in a surface rock;

N63°30'00"W, still with said cow lane centerline, 173.08 ft. to an HEB disk on rebar set, and then continuing approx. 14 ft. to a point in the thread of Clay Pit Brook, on the southeast line of land of the Dunwell Family Revocable Trust of 2000 (hereinafter "Dunwell Trust");

Thence easterly and upstream with said thread, first by said Dunwell Trust land, passing over a rebar found [survey tie from previously mentioned disk: N44°22'18"E, 207.50 ft.] at the south corner of land of Robert A. White & Melissa W. Grady, then by said White & Grady land, a total of approx. 550 ft. to a point;

Thence N57°16'42"W, still by said land of White & Grady, approx. 6 ft. to an iron pipe found in a stone wall and at the southwest corner of land of Susan C. Chase [survey tie from previously mentioned rebar: N41°57'47"E, 310.42 ft.];

Thence the following by said stonewall and said land of Chase:

N48°41'06"E, 12.14 ft. to a point;

N69°15'44"E, 67.85 ft. to a point;

N53°42'11"E, 59.98 ft. to a point;

N47°57'35"E, 51.22 ft. to a point;

N47°38'14"E, 97.02 ft. to an iron pipe found at the end of said wall and on the west line of land of the Anne D. Peterson Revocable Trust (hereinafter "Peterson Trust");

Thence the following by said Peterson Trust land:

S54°41'21"E, 163.38 ft. to an HEB disk on rebar set at the beginning of a stone wall;

S54°26'42"E, with said stone wall, 201.60 ft. to a drill hole set at the end of said wall;

S53°09'55"E, 263.94 ft. to an iron pipe found, and then continuing approx. 15 ft. to a point in the thread of said Fernald Brook, at the west corner of Tract 2 of the Grantor-DMC's Proctor Lot;

Northeasterly and upstream by said thread, approx. 1,628 ft. to a point;

S24°31'06"E, approx. 27 ft. to an iron pipe found [survey tie from previously mentioned iron pipe:

N38°23'24"E, 1,297.05 ft.], and then continuing 108.94 ft. to an iron pipe found at a west corner of the Grantor-DMC's Bernard Lot;

The following approximately with an old wire fence:

N85°38'40"E, 438.55 ft. to an iron pipe found;

N31°48'59"E, 105.06 ft. to a birch stub with wire;

N03°52'56"E, 169.98 ft. to a red maple with wire;

N09°40'16"E, 376.87 ft. to an iron pipe found;

N31°17'41"W, 304.90 ft. to an iron pipe found in a stone wall;  
N21°52'58"E, with said stone wall and passing over a rebar found at 23.40 ft., a total of 602.62 ft. to an iron pipe found;  
N12°04'36"W, still with said wall, 21.55 ft. to an iron pipe found;  
N35°55'41"W, still with said wall, 59.32 ft. to an iron pipe found;  
N13°00'33"E, 537.13 ft. to a point in the southwest line of land of the United States of America known as WMNF Tract 638, said point lying S13°00'33"W, 14.27 ft. from an iron pipe found;  
Thence S60°11'55"E, by said Tract 638, a distance of 1,670.71 ft. to a USFS bound found;  
Thence S59°36'45"E, still by said Tract 638, a distance of 1,444.98 ft. to a USFS bound found on the west line of WMNF Tract 57n;  
Thence the following by said Tract 57n:  
S07°24'41"E, 763.85 ft. to a USFS bound found;  
S81°59'54"W, 656.95 ft. to a USFS bound found at the northeast corner of said Tract 1 of the Grantor-DMC's Proctor Lot;  
S09°11'17"E, 245.36 ft. to a point lying S73°05'41"W, 1.16 from a rebar found, at the northeast corner of land of Stephen Weeder & Patricia Hanlon;  
Thence the following by said land of Weeder & Hanlon:  
S73°05'41"W, 3,475.27 ft. to a drill hole in a surface boulder found;  
S88°03'40"W, 415.15 ft. to a drill hole in boulder found at the east corner of the Grantor-DMC's said Mursell Lot;  
S14°16'52"W, 188.24 ft. to a rebar found at the end of a stone wall;  
S34°34'15"E, 228.29 ft. to a rebar found on the north line of the Grantor-DMC's said Moody Lot;  
S79°23'08"E, crossing over said 50' right-of-way of Weeder and Hanlon, 1,179.76 ft. to a USFS bound found at a northwest corner of said WMNF Tract 684a;  
Thence S28°47'56"W, by said Tract 684a and crossing said old Doublehead Ski Trail right-of way, passing over a USFS witness bound found at 934.76 feet, a total of 937.31 ft. to the point of beginning.

Containing a total of approx. 9,658,000 sq. ft. = 221.7 acres.

Bearings and distances are grid, per the NH State Plane Coordinate System NAD83 (2011).

TOGETHER WITH the following:

A right-of-way "suitable for conducting timber operations" on the Grantor-DMC's Bernard Lot across Windy Hill Farm of the Anne D. Peterson Revocable Trust from Black Mountain Road conveyed in Carroll Co. Registry of Deeds Book 286, Page 22.

A "right to rebuild, maintain, and use all roadways heretofore existing as shown on the Kittredge Plan..." (1943 plan, "Doublehead Mt. Lot, Young Farm" by Harry F., Kittredge). Approx. location of roadway is shown on said plan by HEB Engineers, Inc.

A 15'-wide road right-of-way to the Grantor-DMC's Proctor Lot across lands of Robert A. White & Melissa W. Grady and of the Dunwell Family Revocable Trust of 2000 from Black Mountain Road reserved in Book 286, Page 413 and relocated per agreement in Book 1560, Page 275.

A right of access to the Grantor-DMC's Proctor Lot reserved through land of Christopher E. Rollings from Black Mountain Road in Book 344, Page 233.

A 50'-wide right-of-way to the Grantor-DMC's Moody Lot reserved over land of Lawrence P. & Leslie E. Baima from Dundee Road in Book 2125, Page 332.

EXCEPTING AND RESERVING a 50'-wide right-of-way known as Doublehead Drive, from Dundee Road across the Grantor-DMC's Moody Lot to land of Stephen Weeder & Patricia Hanlon, conveyed in Book 1412, Page 871.

ALSO EXCEPTING AND RESERVING a 25'-wide right-of-way known as the Doublehead Ski Trail, from Dundee Road across the Grantor-DMC's Moody Lot to White Mountain National Forest Tract 684a of the United States of America, conveyed in Book 296, Page 192.

MEANING AND INTENDING to describe as one tract the same five separate but contiguous lots conveyed to the Grantor-DMC as follows:

1. The Mursell Lot as conveyed by the following two deeds:
  - a. Deed of William D. Beal, Jr., dated March 12, 1962 and recorded in the Carroll County Registry of Deeds in Book 359, Page 45.
  - b. Deed of Ashland Realty Trust dated April 13, 1990 and recorded in said Registry in Book 1412, Page 863.
2. The Moody Lot as conveyed by deed of Hazel P. Moody & Ada F. Moody dated October 12, 1960, recorded Book 347, Page 481, LESS AND EXCEPT deed of Grantor-DMC to 998 Pinkham Realty Trust dated May 23, 2022 and recorded in Book 3671, Page 922.
3. The Dearborn Field as conveyed by deed of the Andrew D. Beal Trust & James A. Beal dated February 1, 2022 and recorded in Book 3651, Page 914.
4. The Bernard Lot as conveyed by deed of John Bernard dated Aug. 18, 1960 and recorded in Book 346, Page 103.
5. The Proctor Lot as conveyed by deed of William H. Proctor dated October 26, 1960 and recorded in Book 348, Page 216.

Description of land of the Dundee Management Corporation west of Dundee Road and on the east side of Tin and Middle Mountains in Jackson, N.H., as shown on a "Boundary Plan of the Dundee Community Forest – Tin Mountain Tract" by HEB Engineers, dated May 15, 2023 and recorded at the Carroll County Registry of Deeds in Plan Book 3721, Pages 550-556.

#### Tin Mountain Tract

Beginning at a point in the west sideline of Dundee Road, lying S86°50'50"W, 7.72 ft. from a drill hole set in a surface boulder, at the northeast corner of land of the Dinsmore Revocable Trust of 2012 (hereinafter "Dinsmore Trust"), and at the southeast corner of the herein-described easement area and the Dame Lot of the Grantor;

Thence S86°50'50"W, by said Dinsmore Trust land, 3,541.24 ft. to a natural stone post found on the west line of Charles Rogers Location and of KDJ Realty Trust, on the east flank of Middle Mountain;

Thence N04°25'47"W, with said location line and by said KDJ Realty Trust land, 691.05 ft. to a stone post found at the southeast corner of Parcel 1 of the Seth Rockwell Living Trust;

Thence the following by said Rockwell Trust land:

N04°20'52"W, still with said location line, 619.70 ft. to an iron pipe in stone found at the northwest corner of said Dame Lot;

N85°54'49"E, 514.85 ft. to an iron pipe found at the beginning of a stonewall, at the southwest corner of the Grantor's Ham Lot;

N07°47'14"E, with said stonewall, 174.99 ft. to a point;

N09°27'07"E, still with said stonewall, 132.41 ft. to a point;

N14°01'22"E, continuing with said stonewall, 138.30 ft. to a point at a gap;

N03°16'11"W, crossing said gap, 22.12 ft. to a point at the beginning of another section of stonewall;

N11°05'06"E, with said stonewall, 102.26 ft. to an iron pipe found in a corner of walls;

N19°10'02"W, 576.36 ft. to an iron pipe in stones found;

S89°47'29"W, 505.06 ft. to an iron pipe in stones found back on said west line of Charles Rogers Location;

N03°44'39"W, with said location line, 254.83 ft. to an iron pipe in stones found at the southwest corner of the Grantor's Mudgett Lot and at the southeast corner of Parcel 2 of said Seth Rockwell Living Trust;

N03°19'41"W, still with said location line and up and over the southeast ridge of Tin Mountain, 882.16 ft. to an iron pipe in a stone cairn found at the south pick of land of the C.E. Revocable Trust

of 1988;

Thence N03°21'20"W, continuing with said location line and by said CE Trust land, 897.08 ft. to an HEB disk on rebar set in stones found at a fence corner and at the northwest corner of said Mudgett Lot;  
Thence N61°34'13"E, still by said CE Trust land, 243.30 ft. to a capped rebar in stones found at the southwest corner of land of the John M. Pietkiewicz & Linda M. Ulchak Revocable Trust and at another fence corner;

Thence N60°39'01"E, by said Pietkiewicz & Ulchak Trust land and passing over a capped rebar found at 1,133.82 ft., a total of 1,142.61 ft. to a point on the west sideline of said Dundee Road;

Thence the following with said west sideline of Dundee Road:

Southeasterly with a curve to the left having a radius of 1,124.75 ft., an arc distance of 117.93 ft.

[chord: S52°29'10"E, 117.88'] to a point of reverse curvature;

Southeasterly with a reverse curve to the right having a radius of 975.25 ft., an arc distance of 319.38 ft. [chord: S46°06'29"E, 317.95'] to a point of tangency;

S36°43'35"E, crossing over a brook, 319.86 ft. to a deflection point;

S38°19'00"E, in part with road wall, 1,157.16 ft. to a deflection point;

S41°38'09"E, 105.89 ft. to a point of curvature;

Southeasterly with a curve to the right having a radius of 475.25 ft., an arc distance of 93.82 ft.

[chord: S35°58'50"E, 93.67'] to a point of tangency;

S30°19'31"E, 97.70 ft. to a point of curvature;

Southeasterly with a curve to the left having a radius of 1,524.75 ft., crossing over a brook and past the northeast corner of said Ham Lot, an arc distance of 330.57 ft. [chord: S36°32'11"E, 329.92'] to a point of tangency;

S42°44'50"E, 87.36 ft. to a point of curvature;

Southeasterly with a curve to the right having a radius of 1,475.25 ft., an arc distance of 262.47 ft.

[chord: S37°39'01"E, 262.12'] to a point of reverse curvature;

Southeasterly with a reverse curve to the left having a radius of 2,024.75 ft., an arc distance of 481.59 ft. [chord: S39°22'03"E, 480.46'] to a point of reverse curvature;

Southeasterly with a reverse curve to the right having a radius of 975.25 ft., an arc distance of 134.18 ft. [chord: S42°14'23"E, 134.07'] to a point of reverse curvature;

Southeasterly with a reverse curve to the left having a radius of 1,024.75 ft., an arc distance of 203.01 ft. [chord: S43°58'25"E, 202.68'] to a point of tangency;

S49°38'57"E, in part with road wall, 246.66 ft. to an HEB disk on rebar set in said road wall at the northeast corner of the Ham Lot Exclusion Area and at a point of curvature;

Thence the following around said Ham Lot Exclusion Area:

S78°23'56" W, 165.28 ft. to an HEB disk on rebar set;

S19°05'31" E, 369.74 ft. to an HEB disk on rebar set;

S87°34'48"E, 155.38 ft. to an HEB disk on rebar set in stonewall on said west sideline of Dundee Road;

Thence the following again with said west sideline of Dundee Road:

S02°35'09"E, in part with road wall, 141.10 ft. to an HEB disk set in a stonewall intersection at the northeast corner of said Dame Lot, and at a deflection point;

S03°29'32"E, continuing in part with said road wall and with another section of road wall, 356.35 ft. to a deflection point in said road wall;

S01°59'36"E, mostly with said road wall, 493.13 ft. to a point of curvature at the former Dame House site;

Southerly with a curve to the right having a radius of 875.25 ft., crossing a small brook, an arc distance of 197.03 ft. [chord: S04°27'21"W, 196.62'] to a point of tangency;

S10°54'17"W, 188.21 ft. to a point of curvature;

Southerly with a curve to the left having a radius of 824.75 ft., an arc distance of 84.60 ft. [chord: S07°57'58"W, 84.57'] to a point of tangency;

S05°01'39"W, 72.83 ft. to a point of curvature;  
Southerly with a curve to the right having a radius of 200.25 ft., an arc distance of 34.30 ft. [chord:  
S09°56'04"W, 34.26'] to the point of beginning,

Containing a total of 13,640,046 square feet = 313.13 acres.

Bearings and distances are grid, per the NH State Plane Coordinate System NAD83 (2011).

Description of land of Dundee Management Corp. south of Thorn Mountain and between Dundee Road and Thorn Hill Road in Bartlett, N.H., as shown on a "Boundary Plan of the Dundee Community Forest – Thorn Mountain Tract" by HEB Engineers, dated May 15, 2023 and recorded at the Carroll County Registry of Deeds in Plan Book 3721, Pages 550-556.

Thorn Mountain Tract – Bartlett

Beginning at a point lying S02°40'49"E, 14.27 ft. from an iron pipe found, said point being in the north sideline of Dundee Road, at the southwest corner of conserved land of Mountainside Farm Limited Liability Partnership, and at a southeast corner of the herein-described Thorn Mountain – Bartlett Tract and the Bergendal Lot of Grantor which is The Dundee Management Corporation (hereinafter "Grantor-DMC");

Thence S71°04'23"W, by said Dundee Road, 72.58 ft. to a point of curvature;

Southwesterly with a curve to the left having a radius of 791.50 ft., still by said Dundee Road, an arc distance of 885.29 ft. [chord: S39°01'50"W, 839.86'] to a point at the northeast corner of land of Matthew A. & Mouna Goyette;

Thence N86°00'02"W, by said land of Goyette and passing over an iron pipe found at 5.68 ft., a total of 154.44 ft. to an iron pipe found;

Thence S03°51'52"W, still by said Goyette land, 199.44 ft. to an iron pipe found at the northwest corner of land of Cheri D. & Leonard Jewell;

Thence S03°45'22"W, by said Jewell land and in part with a rock landscaping wall, 199.31 ft. to an iron pipe found on the north line of land DKJ Revocable Trust;

Thence N85°03'49"W, by said DKJ Trust land, 100.16 ft. to a rebar found;

Thence S06°45'47"W, still by said DKJ Trust land, 254.27 ft. to an HEB Engineers, Inc. (HEB) disk on rebar set at the northwest corner of land of Diane R. & Robert Montague;

Thence the following by said Montague land:

S06°48'46"W, 136.74 ft. to an HEB disk on rebar set;

S29°34'06"E, 165.54 ft. to an iron pipe found;

S26°11'24"E, 72.84 ft. to an iron pipe found;

S82°04'25"E, passing over an iron pipe found below grade at 113.13 ft., a total of 119.54 ft. to a point in the west sideline of said Dundee Road;

Thence S01°46'48"E, by said Dundee Road, 99.37 ft. to a point at the northeast corner of land of the Brophy 2018 Trust;

Thence S89°15'19"W, by said Brophy Trust land, passing over a stone post found below grade at 8.78 ft., and up a steep slope, a total of 1,081.98 ft. to a stone post found at the northeast corner of the Grantor-DMC's Sanborn/Poole Lot;

Thence S26°18'48"E, still by said Brophy Trust land, 275.20 ft. to an HEB disk on rebar set 2010 at the northwest corner of land of Paul & Amy Joyce;

Thence same course, by said Joyce land, 224.96 ft. to an HEB disk on rebar set 2010 at the northwest corner of land of Geoffrey Keating & Amanda Schweizer;

Thence same course, by said Keating & Schweizer land, 500.23 ft. to a drill hole in a surface boulder found at the northwest corner of the Grantor-DMC's Cannell Lot;

Thence S83°25'22"E, still by said Keating & Schweizer land and passing over a drill hole in a large boulder found at 734.48 ft., a total of 743.12 ft. to a point in said west sideline of Dundee Road;

Thence the following by said Dundee Road:

Southerly with a curve to the right having a radius of 1983.50 ft., an arc distance of 174.97 ft. [chord: S00°44'19"E, 174.91'] to a point of tangency;  
 S01°47'18"W, 42.97 ft. to a point of curvature;  
 Southerly with a curve to the left having a radius of 616.50 ft., an arc distance of 166.29 ft. [chord: S05°56'20"E, 165.79'] to a point of tangency;  
 S13°39'58"E, 148.52 ft. to a point at the northeast corner of land of the Rains Family Living Trust;  
 Thence the following by said Rains Trust land:  
 S70°12'11"W, passing over an iron pipe found at 11.32 ft., a total of 216.64 ft. to an HEB disk on rebar set in stones found at the east corner of the Grantor-DMC's Sanborn/Pitman Lot;  
 S27°06'42"W, 159.82 ft. to an iron pipe found;  
 S38°25'41"W, 287.60 ft. to a point lying S74°53'46"E, 3.81 from an iron pipe in stones found, at a corner of the Common Land of the Beechwoods at Intervale Owners Association;  
 Thence same course, by said Beechwoods Common Land and crossing the access roadway of the M.I.T. Outing Club, 40.97 ft. to an iron pipe in stones found;  
 Thence N53°02'46"W, still by said Beechwoods Common Land and recrossing said M.I.T. access roadway, 200.53 ft. to a point offset southwesterly, 0.58 ft. from an iron pipe found, at the northeast corner of land of said M.I.T. Outing Club, Inc.;  
 Thence same course, by said M.I.T. land, 327.93 ft. to a point offset northeasterly, 1.44 ft. from an iron pipe found at another corner of said Beechwoods Common Land;  
 Thence the following by said Beechwoods Common Land:  
 Same course, 625.04 ft. to an iron pipe found at the east corner of other lands of Grantor-DMC and the northeast corner of Grantor-DMC's Fall Lot;  
 S09°05'17"W, 261.43 ft. to a bolt in a flat boulder found;  
 S08°25'32"E, 287.01 ft. to an HEB disk on rebar set at the north corner of a triangle recently conveyed by the Grantor-DMC to said Beechwoods Owners around an underground propane tank appurtenant to Beechwoods Building Area 23 of David W. & Karen W. Arnold;  
 S17°09'48"W, 65.80 ft. to an HEB disk on rebar set;  
 S35°46'55"E, 61.85 ft. to an iron pipe found at the south corner of said triangle;  
 S51°52'39"W, along Beechwoods Building Areas 33 of said Arnold and 32 & 31 of John L. Churchill, Jr., a total of 188.00 ft. to a bolt found in the top of a large boulder;  
 S73°54'13"W, along Beechwoods Building Areas 29 of Lovell Road, LLC, 30 of Sean W. & Paula P. O'Brien, and the east part of 9 of the Shay Revocable Trust of 2018, a total of 397.30 ft. to an HEB disk on rebar set;  
 S79°09'45"W, along Beechwoods Building Areas 9 & 8 of said Shay Trust and 7 of Jason D. & Dominica C. Costello, a total of 345.85 ft. to an iron pipe found at the north corner of land of Robert A. Carlton, Jr. and at the southeast corner of Parcel 1 of the Leo D. Ryan & Elaine M. Ryan Irrevocable Trust;  
 Thence N26°24'14"W, by said Ryan Trust land and crossing an access right-of-way of the Grantor-DMC, 348.88 ft. to an iron pipe found;  
 Thence S65°20'17"W, still by said Ryan Trust land and along said right-of-way, 172.04 ft. to an iron pipe found at the southeast corner of Parcel 2 of said Ryan Trust;  
 Thence N21°48'03"W, by said Ryan Trust Parcel 2, 201.88 ft. to an HEB disk on rebar set on the southeast line of land of John W. Tymon, III & Lauren E. Hurteau;  
 Thence N55°32'53"E, by said Hurteau land, 159.56 ft. to an iron pipe found at the southernmost corner of the Grantor-DMC's Crystal Hills Lot;  
 Thence N25°22'07"W, still by said Hurteau land, 320.23 ft. to a point bearing N29°41'24"E, 0.15 ft. from an iron pipe found, at the southeast corner of land of Raymond P. Mitchell & Laura L. Riggs-Mitchell;  
 Thence the following by said Mitchell land:  
 Same course, 149.33 ft. to a point bearing N20°02'53"E, 0.16 ft. from a rebar found at the south corner of additional land conveyed 2008 from the Grantor-DMC to said Mitchell;  
 N20°02'53"E, 94.13 ft. to a rebar found;

N03°42'39"W, 83.54 ft. to a rebar found;  
 N82°57'09"W, passing over a rebar found at 115.79 ft., a total of 115.94 ft. to a point back on the original boundary;  
 N25°22'07"W, 25.18 ft. to an iron pipe found;  
 S60°19'03"W, 224.66 ft. to a point in the east sideline of Thorn Hill Road lying N60°19'03"E, 10.51 ft. from a "T" iron found;  
 Thence N24°51'34"W, by said Thorn Hill Road, 340.84 ft. to a point of curvature;  
 Thence northwesterly with a curve to the left having a radius of 3803.00 ft., an arc distance of 280.52 ft. [chord: N26°58'21"W, 280.45'] to a point lying N59°16'07"E, 8.32 ft. from a stone post found, at the southwest corner of the "2.01-acre lot" of Peter P. & Adina L. Gagne;  
 Thence N59°16'07"E, passing over a capped rebar found at the southeast corner of said lot at 409.43 ft., a total of 1213.13 ft. to an angle iron found at "Five Corners," the northeast corner of said Grantor-DMC's Crystal Hills Lot, the north corner of the Grantor-DMC's Oliver Lot, the northwest corner of the said Grantor-DMC's Sanborn/Poole Lot, and a southwest corner of the Grantor-DMC's Bergendal Lot;  
 Thence N02°47'13"W, still by said Gagne land, 81.46 ft. to an angle iron found at the southeast corner of land of Robert T. Drake;  
 Thence same course, by said Drake land, 971.63 ft. to an HEB disk on rebar set;  
 Thence S89°38'18"W, still by said Drake land, 2,050.42 ft. to a point in said east sideline of Thorn Hill Road bearing N89°38'18"E, 2.63 ft. from an HEB disk on rebar set and 71.11 ft. across said road from an HEB disk on rebar set in 1998 at the east end of a stonewall;  
 Thence the following by said Thorn Hill Road:  
     Northwesterly with a curve to the right having a radius of 1,467.00 ft., an arc distance of 143.99 ft. [chord: N44°19'15"W, 143.94'] to a point of tangency;  
     N41°30'32"W, 293.31 ft. to a point of curvature;  
     Northwesterly with a curve to the right having a radius of 1,167.00 ft., an arc distance of 93.18 ft. [chord: N39°13'18"W, 93.15'] to an HEB disk on rebar set at the south corner of land of Peter M. & Emily T. Benson;  
 Thence the following by said Benson land:  
     N29°58'26"E, 205.83 ft. to an iron pipe found on top of a boulder;  
     N34°09'15"W, 120.08 ft. to an iron pipe found;  
     S36°43'26"W, 193.80 ft. to a drill hole set in a boulder in said east sideline of Thorn Hill Road;  
 Thence the following by said Thorn Hill Road:  
     Northerly, again with said curve to the right having a radius of 1,167.00 ft., an arc distance of 134.73 ft. [chord: N26°26'00"W, 134.66'] to a point of compound curvature;  
     Northerly with a compound curve to the right having a radius of 317.00 ft., an arc distance of 203.65 ft. [chord: N04°43'17"W, 200.17'] to a point of reverse curvature;  
     Northerly and northwesterly, with a reverse curve to the left having a radius of 383.00 ft., an arc distance of 363.14 ft. [chord: N13°28'45"W, 349.69'] to a point of reverse curvature;  
     Northwesterly with a reverse curve to the right having a radius of 467.00 ft., an arc distance of 136.88 ft. [chord: N32°14'40"W, 136.39'] to a point of tangency;  
     N23°50'52"W, 863.12 ft. to a point;  
     N19°22'19"W, 273.74 ft. to a point;  
     N23°17'04"W, 195.89 ft. to a point in a stonewall at the southwest corner of land of the Lucy W. Crocker 1976 Trust and the Thomas C. Abisalih 1999 Trust, lying N68°06'39"E, 12.37 ft. from an iron pipe found in a wall corner;  
 Thence the following by said land of Crocker and Abisalih Trusts and with said stonewall:  
     N68°06'39"E, 153.62 ft. to a point;  
     N65°28'24"E, 314.38 ft. to a point;  
     N60°30'17"E, 126.46 ft. to a point;  
     N67°37'41"E, 106.59 ft. to a rebar set 1989 (HEB disk missing) at the end of said wall and at the southwest corner of land of the Jeanne LaCroix Crocker Trust;

Thence N65°24'39"E, by said Crocker Trust land, 1,215.88 ft. to an iron pipe in stones found;  
Thence N33°07'36"W, still by said Crocker Trust land, 669.79 ft. to an iron pipe in stones found at a corner of the Jackson/Bartlett town line and at the southwest corner of land of James A. Progin & Judy Holmes;

Thence the following with said town line:

S87°05'36"E, by said Progin & Holmes land, 2,343.08 ft. to an HEB disk to be set at the southwest corner of the Grantor-DMC's Gibson Lot and of the Thorn Mountain – Jackson Tract;

Same course, by said Gibson Lot, 841.81 ft. to a spike set in stones found at the southwest corner of the Grantor-DMC's Bramble Lot and of Charles Rogers Location;

N86°53'58"E, still by said Bramble Lot, 1,315.94 ft. to HEB disk to be set at the northwest corner of land of Richard A. & Ann H. Bennett;

Thence S05°22'34"E, by said Bennett land, 588.81 ft. to a point offset easterly, 1.19 feet from an iron pipe found, at the northwest corner of land of Christopher J. & Ladina Noonan;

Thence same course, by said Noonan land, 687.15 ft. to a drill hole with nail set in the end of a stonewall;

Thence S05°37'42"E, with said stonewall and still by said Noonan land, 96.88 ft. to a point at the northwest corner of said conserved land of Mountainside Farm Limited Liability Partnership, said point bearing S87°49'11"W, 2.00 ft. from an iron pipe found;

Thence the following by said Mountainside Farm:

S02°48'20"E, continuing with said stonewall, 640.65 ft. to an iron pipe found at the end of said wall;

S01°04'20"E, 575.01 ft. to an iron pipe found at the beginning of another section of stonewall;

S00°23'14"E, with said stonewall, 291.44 ft. to a drill hole set in a base rock at the end of said wall;

S02°40'49"E, passing over said iron pipe found at 141.78 ft., a total of 156.05 ft. to the point of beginning on said north sideline of Dundee Road.

Containing a total of 25,808,891 square feet = 592.49 acres.

Bearings and distances are grid, per the NH State Plane Coordinate System NAD83 (2011).

TOGETHER WITH an access right-of-way appurtenant to the Grantor-DMC's Fall Lot, from said Thorn Hill Road over Parcel 1 of the Leo D. Ryan & Elaine M. Ryan Irrevocable Trust, reserved in deed of the Grantor-DMC to Vincent Howard and Roberta I. Howard dated May 26, 1965, recorded at the Carroll County Registry of Deeds in Book 389, Page 581.

EXCEPTING AND RESERVING an access right-of-way appurtenant to land of the M.I.T. Outing Club, Inc. over the old woods road crossing the southeast corner of the Grantor-DMC's Sanborn/Pitman Lot, conveyed in deed of Roy H. Sanborn and Audrey T. Sanborn to Margaret N. Fall dated December 6, 1958 and recorded at said Registry in Book 332, Page 375.

ALSO EXCEPTING AND RESERVING a 20'-wide transmission line easement along the west side of said Dundee Road and over the Grantor-DMC's Bergendal Lot, conveyed in deed of the Grantor-DMC to the New Hampshire Electric Cooperative, LLC dated Feb. 5, 1986 and recorded in Book 1079, Page 279.

MEANING AND INTENDING to describe as one tract the same seven separate but contiguous lots conveyed to the Grantor-DMC as follows:

1. The Bergendal Lot as conveyed by deed of Hans Bergendal dated December 20, 1960 and recorded in Book 347, Page 271; and deed of the Town of Bartlett also dated Dec. 20, 1966 and recorded in Book 410, P.93; LESS AND EXCEPT the following:
  - a. Deed of Grantor-DMC to Primo J. Tallarida and Dorothy A. Tallarida dated November 22, 1966 and recorded in Book 410, Page 374.
  - b. Deed of Grantor-DMC to William N. Stevenson dated August 28, 1968 and recorded in Book 433, Page 161.
  - c. Deed of Grantor-DMC to Sharon L. Rodowsky dated August 31, 1976 and recorded in Book 637, Page 97.

- d. Deed of Grantor-DMC to Diane R. Montague dated August 25, 1986 and recorded in Book 1132, Page 293.
- e. Deed of Grantor-DMC to Reuben T. Palmer, IV dated October 8, 1986 and recorded in Book 1154, Page 304.
2. The Sanborn/Poole Lot as conveyed by deed of Roy H. Sanborn dated January 8, 1962 and recorded in Book 358, Page 102.
3. The Oliver Lot as conveyed by deed of Vashti P. Oliver dated May 25, 1962 and recorded in Book 360, Page 323.
4. The Sanborn/Pitman Lot as conveyed by deed of Roy H. & Audrey T. Sanborn dated January 8, 1962 and recorded Book 358, Page 103.
5. The Crystal Hills Lot as conveyed by deed of Crystal Hills Lodge, Inc. dated July 17, 1961 and recorded in Book 353, Page 329, LESS AND EXCEPT deed of Grantor-DMC to Raymond P. Mitchell and Laura Riggs-Mitchell dated January 7, 2008 and recorded at Book 2685, Page 951.
6. The Cannell Lot as conveyed by deed of Raymond M. Cannell dated Jan. 19, 1962 and recorded in Book 358, Page 175, LESS AND EXCEPT deed of Grantor-DMC to Virginia M. Horrigan dated April 23, 1965 and recorded at Book 388, Page 463.
7. The Fall Lot as conveyed by deed of Margaret N. Fall dated October 7, 1964 and recorded in Book 383, Page 449, LESS AND EXCEPT the following:
  - a. Deed of Grantor-DMC to W. Vincent Howard and Roberta I. Howard dated May 26, 1965 and recorded at Book 389, Page 581.
  - b. Deed of Grantor-DMC to Beechwoods at Intervale Owners Association dated June 1, 2022 and recorded at Book 3673, Page 284.

Description of land of Dundee Management Corp. on the east flank of Thorn Mountain and west of Dundee Road in Jackson, N.H., as shown on a "Boundary Plan of the Dundee Community Forest – Thorn Mountain Tract" by HEB Engineers, dated May 15, 2023 and recorded at the Carroll County Registry of Deeds in Plan Book 3721, Pages 550-556.

Thorn Mountain Tract – Jackson

Beginning at a point in the Hayes driveway ditch, lying S77°36'26"E, 19.00 ft. from an HEB disk on rebar set where a rebuilt section of old stone wall bends south, in the west sideline of Dundee Road, at the southeast corner of land of Jeffrey R. & Ishi Hayes, and at the northeast corner of the herein-described Thorn Mountain – Jackson Tract and the Bramble Lot of Grantor which is The Dundee Management Corporation (hereinafter "Grantor-DMC");

Thence the following by said Dundee Road:

- S20°48'24"W, past the end of said rebuilt stone wall, then with disrupted road wall, 31.91 ft. to the center of a shattered boulder;
- S23°30'58"W, with road wall, 134.52 ft. to an angle point in said wall;
- S18°43'31"W, still with said road wall, 108.28 ft. to a drill hole set in a wall base rock;
- S11°30'29"W, continuing with said road wall, 79.72 ft. to a point lying N74°40'34"W, 2.00 ft. from a capped rebar found, at the northeast corner of land of the Esther Collin Trust;

Thence the following by said Collin Trust land:

- N74°40'34"W, crossing a field, 202.61 ft. to an iron pipe found;
- N75°16'16"W, 148.60 ft. to a capped rebar found;
- S10°59'37"W, crossing the water pipeline easement excepted at the end of this description, 373.00 ft. to a capped rebar found;
- N88°24'36"E, passing over a capped rebar found at 334.14 ft., a total of 334.98 ft. to a point in said west sideline of Dundee Road;

Thence S13°42'16"W, by said Dundee Road, 45.78 ft. to a point on the Bartlett/Jackson town line and at

the northeast corner of land of Richard A. & Ann H. Bennett;

Thence the following with said town line:

S86°20'34"W, 8.55 ft. to a 1' square stone post found leaning and reset in a stone wall corner;  
S86°53'58"W, for the first 467 ft. approximately with said stone wall, a total of 1,410.19 ft. to an  
HEB disk to be set at the northeast corner of the Grantor-DMC's Bergendal Lot and the Thorn  
Mountain – Bartlett Tract;

Same course, by said Bergendal Lot, 1,315.94 ft. to a spike set in stones found at the southwest  
corner of said Bramble Lot and of Charles Rogers Location, and at the southeast corner of the  
Grantor-DMC's Gibson Lot;

N87°05'36"W, still by said Bergendal Lot, 841.81 ft. to an HEB disk to be set at a southeast corner  
of land of James A. Progin & Judy Holmes;

Thence the following by said land of Progin & Holmes:

N03°43'31"W, 68.67 ft. to a White Mtn. Survey (WMS) cap on rebar in a drill hole in ledge found;

Same course, 2,188.18 ft. to a WMS disk on rebar in stones found;

N87°20'04"E, 898.05 ft. to a drill hole in a 4' square boulder with orange stones on top, on the west  
line of said Charles Rogers Location, and at the northwest corner of land of said Hayes and the  
southwest corner of land of Nicholas Lloyd;

Thence the following by said land of Hayes:

S03°20'02"E, with said Location line, 472.79 ft. to drill hole set in a natural stone post in stones  
found at the northwest corner of said Bramble Lot;

S58°07'46"E, 724.76 ft. to an HEB disk on rebar set replacing a wagon axle found;

S73°59'57"E, 819.37 ft. to a drill hole set in an 8' - diameter cleft boulder with 3 rocks on top found;

S73°33'56"E, 584.95 ft. to an HEB disk on rebar set at the beginning of a stone wall;

Thence the following with said stonewall along the top of a ravine banking sloping north:

S81°12'37"E, the first 60 ft. with wall base rocks only, a total of 118.65 ft. to an HEB disk on  
rebar set;

S78°06'46"E, 204.65 ft. to an HEB disk on rebar set;

S70°36'24"E, 137.47 ft. to an HEB disk on rebar set;

S55°31'00"E, 53.17 ft. to an HEB disk on rebar set;

S69°11'21"E, 210.21 ft. to an HEB disk on rebar set;

S73°34'25"E, 172.54 ft. to an HEB disk on rebar set;

S77°36'26"E, 163.46 ft. to an HEB disk on rebar set at the end of said old stone wall and a  
bend to the south of relocated wall;

Same course, 19.00 ft. to the point of beginning.

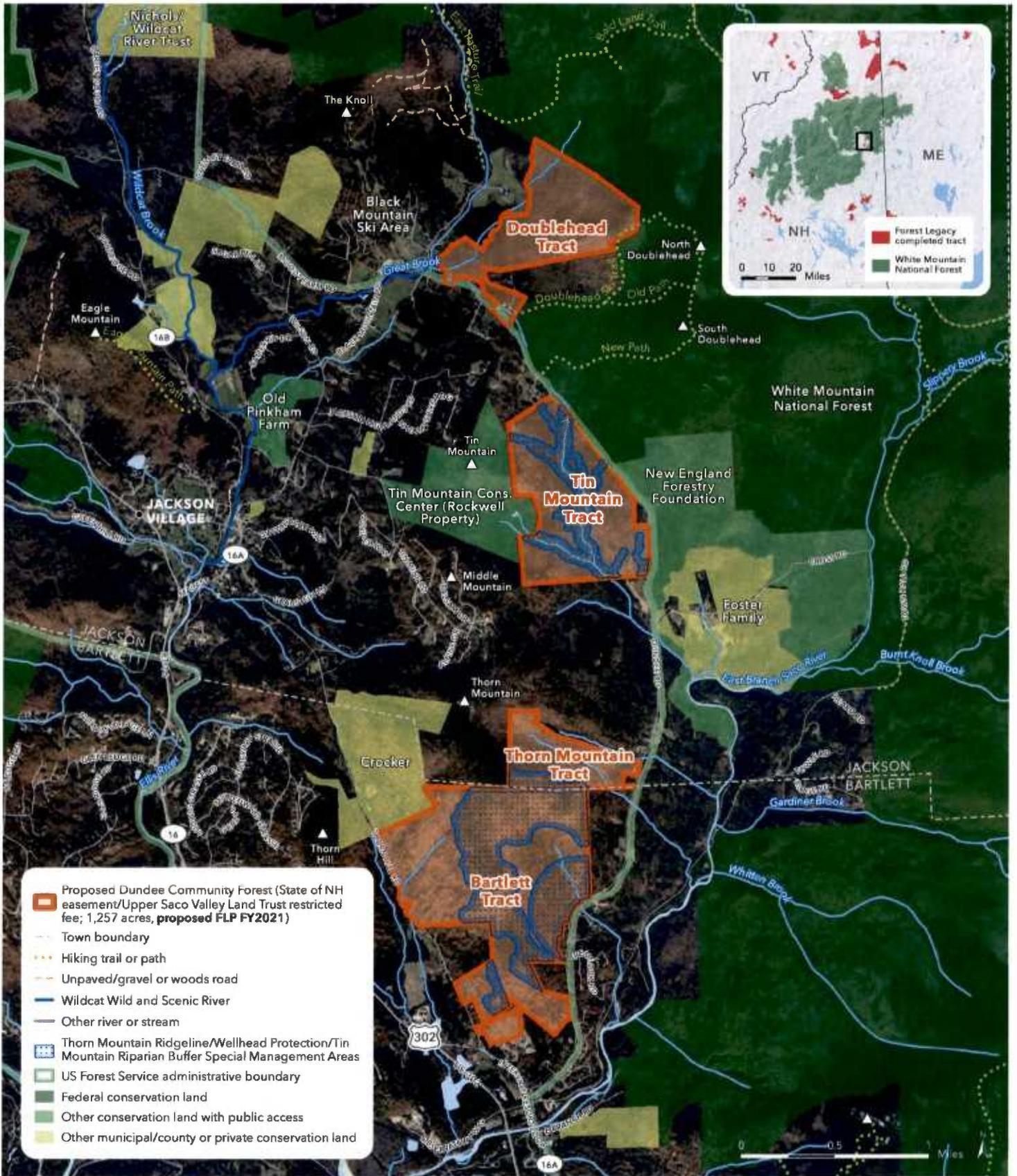
Containing a total of 5,276,295 square feet = 121.13 acres.

Bearings and distances are grid, per the NH State Plane Coordinate System NAD83 (2011).

EXCEPTING AND RESERVING a water source and pipeline easement appurtenant to the abutting  
house lot of the Esther Collin Trust as was conveyed in deed of The Dundee Management Corporation to  
William D. Beal, Jr., dated April 2, 1987 and recorded at the Carroll County Registry of Deeds in Book  
1206, Page 491.

MEANING AND INTENDING to describe as one tract the same two separate but contiguous lots  
conveyed to the Grantor-DMC and recorded at said Registry as follows:

1. The Gibson Lot as conveyed by deed of Helen W. Gibson dated March 31, 1970 and recorded in  
Book 463, Page 492.
2. The Bramble Lot as conveyed by deed of Robert Bramble dated January 11, 1986 and recorded in  
Book 1074, Page 172, LESS AND EXCEPT deed of Grantor-DMC to William D. Beal, Jr. dated  
April 2, 1987 and recorded in Book 1206, Page 491.



# Aerial map

## DUNDEE FOREST, FOREST LEGACY PROGRAM PROPOSAL

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

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

March 21, 2022

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

**REQUESTED ACTION**

Pursuant to RSA 227-H:3, authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (Department) to purchase a Conservation Easement described in Appendix B on 1,196 +/- acres in the towns of Jackson and Bartlett in Carroll County, New Hampshire, known as the "Dundee Community Forest, Forest Legacy Project" (the Project) for an amount not to exceed \$2,300,000 for the purpose of protecting natural resources and ensuring continued access to the properties upon Governor and Council approval. 100% Federal Funds.

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

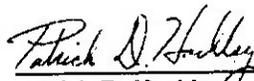
	<u>FY 2022</u>
03-035-035-351010-35460000-033-509033 Land Acquisition & Easements	\$2,300,000

**EXPLANATION**

The Department has received a Federal Financial Assistance Award of \$2,300,000 under the State Grant Option of the Forest Legacy Program (Grant Award #21-DG-11094200-138) for the Project. The conservation of the 1,195 +/- acres, contained in a tract (Property), will protect a significant conservation and woodland resource. The Property contains high quality forest soils and productive northern hardwood and conifer forests, abutting the White Mountain National Forest. Significant water resources include Great Brook riparian area maintaining water quality downstream to Wildcat River, a designated Wild and Scenic River, and Jackson Falls a recreation and tourist destination. The Property will be managed for sustainable timber production, wildlife habitat and water resource protection, and ensure public access for traditional public recreational opportunities including pedestrian public uses such as hiking, hunting, and fishing.

The Conservation Easement language has been approved by the Attorney General's Office. The total Forest Legacy payment for the Conservation Easements will not exceed \$2,300,000 or the appraised value, as stipulated by Federal Forest Legacy Program Standards and Guidelines. The landowner will complete the title, survey, stewardship plan, baseline documentation, and environmental due diligence. Administrative grant funds from the Forest Legacy account will be used to purchase title insurance. The landowner and project partner will contribute in excess of 25% matching funds through the protection of additional lands and in-kind services. There are no State monies contributing to the acquisition of the Project.

Respectfully submitted,

  
\_\_\_\_\_  
Patrick D. Hackley  
Director

Concurred,

(SM)

  
\_\_\_\_\_  
Sarah L. Stewart  
Commissioner

# STATE OF NEW HAMPSHIRE

## Inter-Department Communication

**DATE** March 15, 2022

**FROM** Michael Haley  
Assistant Attorney General

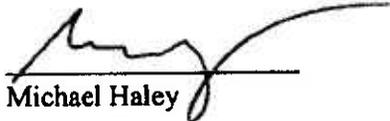
**AT** Department of Justice  
Civil Bureau

**SUBJECT** Grant of Conservation Easement from Dundee Management Corporation to State

**TO** Tracey Boisvert  
Division of Forests and Land  
New Hampshire Department of Natural and Cultural Resources

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The Office of the Attorney General has reviewed the Grant of Conservation Easement with respect to the Dundee Community Forest property located in the towns of Jackson and Bartlett, Carroll County, New Hampshire, granted by the Dundee Management Corporation to the State. This Grant is approved as to form and substance only. Following execution, please submit the fully executed Deed to this Office for approval of execution prior to recordation in the Registry of Deeds.

  
Michael Haley

**Return to:**

**Tracey Boisvert  
Land Management Bureau  
Dept of Natural and Cultural  
Resources -Forests and Lands  
172 Pembroke Road  
Concord, New Hampshire 03301**

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

**GRANT OF CONSERVATION EASEMENT**

**Dundee Community Forest  
in Jackson and Bartlett, Carroll County, State of New Hampshire**

The **Dundee Management Corporation**, a New Hampshire corporation with a mailing address of 79 Old Mountain Road, Cape Neddick, ME 03902 ("Fee Owner" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes Fee Owner's executors, administrators, legal representatives, successors and assigns), hereby grants with quitclaim covenants in perpetuity to the **State of New Hampshire**, c/o the Department of Natural and Cultural Resources ("DNCR"), with a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 ("Easement Holder" which word where the context requires includes the plural, and shall, unless the context clearly indicates otherwise, includes the Easement Holder's executors, administrators, legal representatives, successors and assigns), the Conservation Easement ("Easement") hereinafter described with respect to a certain parcel of land with access thereto being unimproved land situated in the Towns of Jackson and Bartlett, County of Carroll, State of New Hampshire, more particularly described in Appendix A attached hereto and made a part hereof ("Property"). The underlying fee interest in the Property will be held and conveyed subject and subordinate to the Easement.

WHEREAS, the Property contains 1,196.1 +/- acres, of high-quality timberland in the

Northern Forest that has been under continuous forest management for over 50 years;

WHEREAS, the Property consists of 820.9 +/- acres of high-quality forest soils;

WHEREAS, the Property abuts the U.S. Forest Service's White Mountain National Forest and will add forest land to one of the largest unfragmented forest blocks in New Hampshire;

WHEREAS, there are numerous headwater streams on the Property that are tributaries to the Saco River, which is a source of drinking water for 250,000 people in New Hampshire and Maine, and these headwater streams maintain cold temperatures and high water quality sustaining Eastern Brook Trout and other native fish;

WHEREAS, the Property contains a segment of Great Brook, a tributary to the Wildcat River, a federally-designated Wild and Scenic River, signifying one of the most important free-flowing waters in the United States, and the preservation of Great Brook riparian area and surrounding forestland contributes to maintaining the water quality and quantity in the Wildcat River, including at Jackson Falls, a popular recreation and tourism destination that lies downstream of the Property;

WHEREAS, the majority of the Property lies within the "Thorn Mountain Priority Conservation Area" identified by the Upper Saco Valley Land Trust's ("USVLT") regional conservation plan as a 4,675-acre focus area noted for being unfragmented forest and an important wildlife-movement corridor;

WHEREAS, the New Hampshire Fish and Game Department's Wildlife Action Plan has identified 73 +/- acres of the Property as a high-quality biological region consisting mostly of spruce-fir and cliff/talus, and 266 +/- acres of the Property as supporting landscapes consisting of large forest blocks contiguous with the White Mountain National Forest;

WHEREAS, part of the Property lies within a Wellhead Protection Area designated by New Hampshire Department of Environmental Services;

WHEREAS the Property contains a high-elevation habitat area near Tin Mountain and Thorn Mountain that contains 100 +/- acres of uncut "old growth" forest and an uncommon ecosystem associated with open ledges and talus slopes;

WHEREAS, the Property contains habitat that supports rare and threatened species identified by the New Hampshire Natural Heritage Bureau that are known to occur on or near the Property, including American Cancer-root, Canada Mountain-rice Grass, Back's Sedge, White Edge Sedge, Peck's Sedge, and Necklace Chain Sedge;

WHEREAS, portions of the Property make up the mountainside viewscape seen from the State's iconic Intervale Scenic Vista, and other portions lie in the viewsheds from many surrounding mountain peaks and valley overlooks;

WHEREAS, the Property is part of the ancestral homeland of the Abenaki people, includes

important historical and natural resources for Native American populations, and also contains relicts of early European settlement, such as stone walls, cellar holes and remains of early farm equipment;

WHEREAS, the Property is an important resource for such recreational activities as hiking, hunting, fishing, cross-country skiing, wildlife observation, and other low-impact outdoor recreational activities;

WHEREAS, the Property is adjacent to the Tin Mountain Conservation Center's Jackson Field Station, an environmental education center with active school programs, and the creation of the community forest will allow that use to continue and expand,

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

*1. PURPOSES*

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

1.A To preserve and conserve open spaces and scenic values, particularly the conservation of the Property's approximately 1,196.1 +/- acres of productive forest land, for the enjoyment and education of the general public; and

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

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

1.D To preserve and conserve streams, riparian areas, wetlands, and the quality of groundwater and surface water resources, fish and wildlife habitats, rare and exemplary plants and natural communities, and cultural resources; and

1.E To assist in the implementation of the Town of Jackson Master Plan (as adopted October 13, 2016), which includes a goal to "Protect and conserve Jackson's natural resource areas including hills, woodlands, scenic vistas, valuable wildlife habitat, streams, wetlands, floodplains, aquifer recharge areas, sensitive riparian areas, and the night sky"; and

1.F To assist in the implementation of the Town of Bartlett Master Plan (as adopted April 19, 2016), which states "The town's natural resources – its mountains, rivers, forests, fields and wetlands – are the basis for both the town's quality of life and much of its economic activity (primarily recreation and tourism but also forest management, wood products and limited farming)."

These Purposes are in accordance with the clearly delineated open-space conservation

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

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

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

2.A Prohibited Uses. The Property shall be maintained in perpetuity as open space as defined in NH RSA 79-A:2, without any residential, industrial or commercial activities, being conducted thereon, except Agricultural and Forest Management Activities as defined below, provided that the long-term capability of the Property to produce forest products shall not be degraded by on-site activities and provided that at least seventy-five (75%) of the total Property area shall be maintained in forest cover. And so consequently, consistent with Forest Legacy Program requirements, up to (but no more than) twenty-five (25%) of the total Property area may contain "compatible non-forest uses", which include land use types such as cultivated farmland, pasture and grassland, and open water.

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

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

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

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

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

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

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

iv. "Ecosystem Services Markets" (ESM) shall mean institutions or settings in which numerous individuals voluntarily trade permits or credits of an ecosystem service, typically using money as the means of exchange. For the purposes of the Easement, the extraction of timber and

non-timber forest products, and recreation uses including hunting leases are excluded from this definition of ecosystem service markets.

The Fee Owner may engage in ecosystem services markets under other programs but such action must not adversely affect the interest granted under the Easement to the Easement Holder or the Easement Holder's right of enforcement or be inconsistent with or defeat the Purposes for which the Easement was acquired.

No agreements relating to ecosystem service markets shall be made regarding the Property that is or is likely to become inconsistent with the FLP purposes, terms of the Easement, or other documents incorporated by reference. If the Fee Owner wishes to enter into such an agreement, the owner of the fee title will notify the Easement Holder of any proposed participation in ecosystem service markets the Fee Owner deems compatible with the Purposes and Terms of the Easement and related documents and explain why they believe market participation is compatible. The Easement Holder will determine the compatibility of the market participation. As needed and appropriate to make the determination, the Easement Holder will consult with the USDA Forest Service. If it is determined to be compatible, the Easement Holder will provide an approval and authorization letter to the Fee Owner and include the letter and ESM participation documentation as an attachment to the current Multi-Resource Management Plan/Forest Stewardship Plan. The Easement Holder may review and monitor all ecosystem service market participation for compatibility with Easement and the FLP Purposes and requirements.

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

- i. maintenance of a sustainable source of timber, pulpwood, biomass and other commodity and non-commodity forest products;
- ii. maintenance or improvement of the overall quality of forest resources through management that promotes the production of high-quality forest resources, such as sawlogs and veneer;
- iii. regeneration of forest stands through silvicultural practices that promote forest types suited to site capability;
- iv. maintenance of forest health through monitoring and control of fire, disease, and insect outbreaks;
- v. long-term maintenance of soil productivity;
- vi. maintenance and protection of biological diversity and integrity through the promotion of a forest that reflects a diversity of stand ages and naturally occurring forest types in a majority of the forest, the conservation of rare and exemplary natural communities, and the conservation and enhancement of native plant and animal species and their habitats, including establishment and retention of a range of sizes and types of downed woody debris, snag trees,

cavity trees, very large/old trees, and early successional habitats;

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

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

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

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

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

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

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

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

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

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

**2.E Multi-Resource Management Plan.** The Fee Owner shall manage the Property in a manner that is in compliance with this Easement (including the specific terms and conditions applicable to the Special Management Areas) and a written and approved forest and land management plan ("Multi-Resource Management Plan"), and consistent with the purposes for which the land was entered in the Forest Legacy Program, The Multi-Resource Management Plan and any revisions or amendments, must be signed by a professional forester, licensed by the State of New Hampshire, or other qualified persons approved in advance by the Easement Holder. In the event of a discrepancy or conflict between the Multi-Resource Management Plan and the

provisions of the Easement, the Easement shall control.

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

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

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

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

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

iii. Approval of Multi-Resource Management Plan. The State Forester or designee, on behalf of the Easement Holder, shall review and act to approve or disapprove Multi-Resource Management Plans, Updates or Amendments submitted by the Fee Owner within ninety (90) days of the Easement Holder's receipt of each Multi-Resource Management Plan, Update or Amendment. The 90-day review period may be extended upon the written agreement of both the Easement Holder and the Fee Owner. If the Easement Holder fails to act to approve or disapprove a Multi-Resource Management Plan, Update or Amendment within the 90-day period or other mutually agreed-upon extension period, a meeting of both parties shall convene within 14 days after the end of the 90-day period or extension period. In acting to disapprove any Multi-Resource

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

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

2.F Special Management Areas. Certain areas of the Property shall be designated as "Thorn Mountain Ridgeline Special Management Area", "Tin Mountain Riparian Buffer Special Management Area", and "Villagio Bianco Wellhead Protection Special Management Area", and collectively are known as "Special Management Areas" or "SMA". The total Special Management Area acreage is 365+/- acres. The locations and acreage of the Special Management Areas on the date of this Easement are identified in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report.

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

ii. Thorn Mountain Ridgeline Special Management Area ("Ridgeline SMA"). This Special Management Area consists of 254+/- acres located along the ridgeline on the southern and western sides of Thorn Mountain as shown on the Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report. This area includes exposed ledges and talus slopes that contain several rare plant sites as well as forest conditions that indicate that it has never been logged, resulting in a late successional forest. The Ridgeline SMA is being established to ensure that these rare plants and this ecological community are given additional levels of protection as management actions are developed. Within the Ridgeline

SMA the following additional protections apply:

- a. The SMA shall be a no-cut area with forest management operations permitted only with the consent of the Easement Holder in consultation with the NH Natural Heritage Bureau.
- b. Trail building or recreational improvements can only occur with the mutual agreement of the Fee Owner and the Easement Holder after consulting with the Natural Heritage Bureau, and provided such activity is described in the Multi-Resource Management Plan and is not detrimental to the ecological condition of the SMA and the Purposes and Stewardship Goals of the Easement.
- c. Crossings of the SMA with timber harvesting roads or skid trails are allowed with prior written approval of the Easement Holder provided that any crossings are temporary and have been designed to minimize the number and width of crossings, to include all appropriate erosion-control devices, and to comply with "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (State of New Hampshire, Division of Forests and Lands, 2016) and successor documents.

iii. Tin Mountain Riparian Buffer Special Management Area ("Riparian SMA"). The Riparian SMA consists of 111 +/- acres located on three parcels that collectively make up the Tin Mountain Tract, which is located on the eastern flank of Tin Mountain. The Riparian SMA centers on a complex of streams and two wetland areas consisting of 10,344 +/- feet of perennial streams, 8,600 +/- feet of intermittent streams, and 6.67 +/- acres of hydrologically connected riparian wetlands. The Tin Mountain Riparian Buffer Area is consistent with the New Hampshire Aquatic Resources Mitigation Fund Final In-lieu Fee Program Instrument (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142).

The principal goal for management within the Riparian SMA is the establishment and maintenance of a high-quality buffer that provides an array of ecological benefits including but not limited to:

1. buffering aquatic and wetland plants and animals from disturbance;
2. preventing wetland and water-quality degradation;
3. providing important plant and animal habitat;
4. providing adequate corridors for species that require such areas for their seasonal, annual, or dispersal movements/migrations; and
5. providing organic matter, nutrients, and structure to aquatic systems.

Within the Riparian SMA the following additional protections apply:

- a. The area within 100 feet of any intermittent stream and within 200 feet of any perennial stream or wetland as measured upland from the ordinary high-water mark of the water body or wetland edge, on both sides of a stream, shall be a no-cut area with forest management operations permitted only with the consent of the Easement Holder and the concurrence of the NH Department of Environmental Services.
- b. Crossings of the SMA with timber harvesting roads or skid trails is allowed with prior written approval of the Easement Holder and after Easement Holder consults with Department of Environmental Services, provided that any crossings are

temporary and have been designed to minimize the number and width of crossings, to include all appropriate erosion control devices, and to comply with “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire” (State of New Hampshire, Division of Forests and Lands, 2016) and successor documents.

- c. Recreational trail crossings are permitted with the prior written approval of the Easement Holder and after Easement Holder consults with Department of Environmental Services. Any trail development proposals should be designed to follow “Best Management Practices for Erosion Control During Trail Maintenance and Construction” (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails, 2004) and successor publications.
  
- iv. Villagio Bianco Wellhead Protection Special Management Area (“Wellhead Protection SMA”). The Wellhead Protection SMA consists of 67.2 +/- acres, which is a portion of the so-called Bergendal parcel that is within the Bartlett Tract. The SMA centers on an existing well that is the public drinking water supply for the Villagio Bianco residential development on Dundee Road in Bartlett. The establishment of the Wellhead Protection SMA is consistent with the program requirements for the Drinking Water and Groundwater Trust Fund administered by the State of New Hampshire Department of Environmental Services.

The principal goal for management within the Wellhead SMA is the establishment and maintenance of a high-quality buffer that protects the quality and quantity of water provided by the public drinking water supply well.

Within the Wellhead SMA, the following additional protections apply.

- a. No activity shall be allowed that will degrade the water quality such that the standards set for public drinking water by the Department of Environmental Services would be threatened.
- b. No wastes generated off the property including non-hazardous wastes such as compost, stumps, wood chips or plowed snow shall be disposed of, stored, or discharged within the Wellhead SMA.
- c. No motorized vehicles shall be allowed for recreational purposes, provided that snowmobiles as defined in RSA 215-A:1, XIII may be allowed if they are operated
  - i. Only on snow and ice outside the sanitary protective area of public water supply well(s);
  - ii. More than 250 feet from a surface water body being used as a public water supply;
  - iii. More than 100 feet from tributaries contributing to such water bodies; except when crossing such tributaries; and
  - iv. Only on designated snowmobile trails depicted on a plan approved by the Easement Holder in consultation with the Department of Environmental Services or successor agency.
- d. Parking areas for non-motorized trail access require prior written approval of the Easement Holder in consultation with the Department of Environmental Services

or successor agency.

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

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

2.H Subdivision. The Property consists of seventeen proximate but not adjacent tracts and parcels of land in the Towns of Bartlett and Jackson, Carroll County, New Hampshire, as more particularly described on [redacted] survey plans recorded in the Carroll County Registry of Deeds as Plan # [redacted]. The tracts in the Town of Jackson shall not be subdivided or conveyed separately from one another (referred to as the Jackson Tracts), and the tracts in the Town of Bartlett shall not be subdivided or conveyed separately from one another (referred to as the Bartlett Tracts). The Jackson Tracts and the Bartlett Tracts may be conveyed separately in accordance with the restrictions contained herein. Any conveyance of the Jackson Tracts or the Bartlett Tracts independently shall be subject to the terms of this Easement, and the new Fee Owners of the conveyed tracts shall comply with the then-current Multi-Resource Management Plan. Any activity not covered by the then-current Multi-Resource Management Plan shall not be permitted until such activity is covered under a new Multi-Resource Management Plan prepared by the new Fee Owner and approved in accordance with the terms in Section 2.E. The Property shall not be used to meet any designated open-space requirements as a result of the provisions of any subdivision approval or land-use regulation process or in calculating allowable unit density.

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

- i. are common and necessary in the accomplishment of the Forestry or Conservation Activities; and
- ii. meet the requirements of the Multi-Resource Management Plan and State and Federal law to protect State or federally recognized threatened, or endangered species. The Easement Holder shall provide the Fee Owner with information on threatened and endangered species and

best practices for protection, based upon information from the New Hampshire Natural Heritage Bureau and/or the New Hampshire Fish and Game Department's Non-game Program, or the State agencies then-recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species, with consideration given to the full range of the Purposes and the Stewardship Goals; and

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

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

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

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

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

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

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

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

2.M Hazardous Materials. There shall be no dumping, injection, burning, spreading, storage or burial of materials then known to be environmentally hazardous on the Property. There

shall be no dumping, injection, burning, spreading, storage or burial of manmade materials or municipally plowed snow except as specifically provided for in the Easement.

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

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

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

2.Q. Property Boundaries. The Fee Owner is responsible for maintaining the marked identifications of the Property’s exterior ownership boundaries.

3. RESERVED RIGHTS.

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

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

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

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

- c. Use of primitive campsites and lean-to shelters;
- d. Equestrian access;
- e. Use by back-country or cross-country skiers; and.
- f. Other outdoor recreational activities as approved by the Easement Holder.

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

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

### 3.B Structures, Improvements, and Trails.

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

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

iii. The Fee Owner may construct, maintain and replace primitive campsites and lean-to shelters for Outdoor Recreation as identified in the Multi-Resource Management Plan. Campsites and lean-to shelter areas may contain tent platforms, pit or backcountry toilets, fire rings, picnic tables, and other rustic campsite improvements. This Section is an exception to Section 2.I ("Structures") and must be performed in compliance with 2.I. ("Structures") and Section 2.J. ("Permitted Excavation").

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

- a. routine maintenance, including, but not limited to road maintenance, development and maintenance of unpaved paths and trails, and other routine activities arising out

of routine Forest Management Activities as long as such routine maintenance is completed within three (3) days of its commencement; and

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

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

vi. The Fee Owner's ability to allow the adjacent property owner's existing deeded right to maintain, inspect, repair, improve or relocate the existing drinking-water spring and pipeline located on the so-called "Bramble Lot" upon prior written notification to the Easement Holder.

vii. The Fee Owner's right to grant temporary leases or licenses to, and, to accept fees from abutting landowners to allow them to cross the Property for the purposes of conducting agriculture or forestry activities as defined herein on their properties, provided that the Fee Owner give the Easement Holder prior notice of such leases or licenses and that they be included in the Multi-Resource Management Plan. Any such leases or licenses shall not negatively impact the Purposes and Stewardship Goals of the Easement as described in Section 1 ("Purposes") and Section 2.C ("Stewardship Goals of the Property") or limit the allowed uses of the Property.

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

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

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

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

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

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

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

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

written approval, the Easement Holder shall assure that the impact to forest land is minimized.

i. An exception is recognized for the existing deeded rights of the adjacent property owner to draw water for residential purposes from a spring located on the so-called "Bramble Lot", as further described in Book 1206, Page 491 and as affected by First Amendment to Easement Agreement recorded in Book 3235, Page 132. The Fee Owner shall provide written notification to the Easement Holder prior to construction for any improvements, repairs, replacement and/or relocation of the water pipeline and spring.

3.I Cabin Site and Yurt. The Fee Owner reserves the rights to construct, utilize, maintain, repair, relocate, or replace up to one (1) cabin or yurt with ancillary buildings, structures, and improvements on the Property, for periodic non-commercial recreational use only by the public or for Conservation Activities, and not for use as a year-round residence. However, the Cabin or Yurt Building Envelope shall remain subject to the Easement, and its uses shall be detailed in the required Multi-Resource Management Plan noted in Section 2.E. This Section is an exception to Section 2.I ("Structures") and must be performed in accordance with 2.J ("Permitted Excavation"). All of the following provisions shall apply to the exercise of these rights:

i. The cumulative footprint, including the impervious surface area, of any such cabin or yurt and all its ancillary buildings and structures, such as a deck, porch, storage shed, outhouse, and other outbuildings, shall not exceed: 400 square feet in size as measured from the drip-edge, one (1) story in height with a single pitch from the exterior wall to the center ridge roof, and 20 feet in height (excluding chimneys and stove pipes). Notwithstanding the foregoing restriction on size, the Easement Holder retains the right to increase the size for the sole purpose of complying with either the Americans with Disabilities Act or the Architectural Barriers Act or any similar federal or state laws or regulations. If existing improvements exceed such dimensions, there shall be no further expansion or new improvement resulting in an increase in size.

ii. For the purposes of this section, the 20 feet maximum height shall only be considered in circumstances where excessively steep or rocky terrain requires a 20-foot maximum height on one side of the structure as measured from the ground surface to accommodate building piers;

iii. The Cabin or Yurt shall maintain a rustic appearance by using natural materials such as wood and stone and be in keeping with the natural setting. The exterior of all structures shall be sided (covered) with a material that is aesthetically appropriate to, and will blend with, the forest setting. Structures shall not be permanently faced with tar or roofing paper, and new metal buildings and vinyl siding, or the like, shall not be allowed;

iv. Above-ground and underground public utility lines, including but not limited to power, communication, water, and sewer lines, are prohibited;

v. Septic systems, except for outhouses, composting toilets, and similarly self-contained disposal systems, are prohibited;

vi. No access way serving any such cabin or yurt shall have an impervious surface;

vii. The cabin or yurt and all its ancillary buildings, structures, and improvements and the site shall have low impact on the environment and be located and constructed so as to minimize detrimental impacts on the scenic qualities of the Property as viewed from public roads and public waters and on the Purposes for which this Easement was created, as determined by the Easement Holder at their sole discretion.

viii. The management and use of said cabin or yurt shall promote the Natural Resource-Based Outdoor Education and Outdoor Recreation uses of the Property as these activities are defined in Section 2.B ("Permitted Uses");

ix. At least ninety (90) days prior to the commencement of any land clearing for a cabin site, or of the construction or relocation of any cabin, yurt or access road thereto, the Fee Owner shall submit to the Easement Holder for approval a written description and sketch plan of the proposed activity, including size, extent, location, timing, and method of construction or relocation. Within ninety (90) days after the receipt by Easement Holder of such submission, the Easement Holder shall approve or disapprove said submission in writing to the Fee Owner. Approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons therefor. The failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise by the party so failing; and

x. The Fee Owner may charge a fee for temporary use of any cabin or yurt. The provisions of Section 3.A ("Conservation Activities") regarding the collection of fees for the recreational use of said cabins shall apply.

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

#### 4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

4.A Notice of Transfer. The Fee Owner agrees to notify the Easement Holder in writing ten (10) days before the transfer of title to the Property. Notwithstanding the foregoing, the Easement Holder hereby consents to the transfer of title to the Upper Saco Valley Land Trust by deed recorded immediately after the conveyance of this Easement.

4.B Property Taxes. The Easement Holder shall be under no obligation to maintain the Property or pay any taxes or assessments thereon. All taxes and assessments are the sole responsibility of the Fee Owner.

#### 5. BENEFITS, BURDENS AND ACCESS

5.A Assignment. The burden of the Easement shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of the Easement shall

not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable in accordance with the requirements of the Forest Legacy Program (16 USC Section 2103c) contained in 5.A.i below.

i. This Easement may be transferred or assigned only

(i) to a government entity that (a) is eligible to hold this Easement under the Forest Legacy Program (FLP), (b) is willing and able to hold this Easement for the purpose for which it was created, and (c) expressly agrees to assume the responsibility imposed on the holder by the terms of this Easement, and

(ii) with the consent of the Division of Forests and Lands. If the Easement Holder ever ceases to exist, or is no longer willing and able to hold this Easement for the purpose for which it was created or carry out the responsibility imposed on the holder by the terms of this Easement, the Division of Forests and Lands must identify and select an appropriate entity to which this Easement must be transferred.

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

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

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

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

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

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

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

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

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

## 6. BREACH OF EASEMENT

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

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

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

6.D Breach Caused by Others. Notwithstanding the foregoing paragraphs, nothing contained in the Easement shall be construed to entitle either party to bring any action against the other for any injury to or change in the Property resulting from causes beyond either party’s

control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm and earth movement, or from any prudent action taken by either party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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

7. NOTICES

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

8. ANNUAL MEETING

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

9. SEVERABILITY

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

10. CONDEMNATION

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

10.B Apportionment of Damages. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Fee Owner and the Easement Holder in proportion to the fair market value, at the time of such taking or lawful sale in lieu of condemnation or exercise of eminent domain, of their respective interests in that part of the Property condemned. The values of the Easement Holder's and Fee Owner's interests shall be determined by an appraisal prepared by a qualified appraiser licensed in the State of New Hampshire in conformance with the Uniform Appraisal Standards for Federal Land Acquisition, at the time of condemnation. Notwithstanding the foregoing, the parties understand that the USFS Forest Legacy Program Implementation Guidelines may be amended or changed prior to the condemnation and the parties agree to follow the then-applicable Forest Legacy Program Implementation Guidelines or other then-current policy guidelines regarding eminent domain.

10.C Use of Easement Holder's Share. The Easement Holder shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the Purposes set forth herein, subject to the provisions of Section 14 ("Extinguishment").

## 11. ADDITIONAL EASEMENT AND RIGHTS

With the exception of exercising the limited reserved rights to authorize temporary access across the Property by adjoining landowners described in Section 3.B.vii, the Fee Owner shall not convey, grant, exchange, or otherwise transfer any in-common or undivided interest in the Property to a third party, including, but not limited to, use restrictions, licenses, rights-of-way, leases, access or other easements, or a security or leasehold interest into, on, over, under, or across the Property, or as part of a long-term lease of the timber rights in the Property for the purposes of timber harvesting, without the prior written permission of the Easement Holder and the USDA Forest Service. The Easement Holder and USDA Forest Service may only grant such written permission to the Fee Owner if they determine that any such interest would be in accordance with the Purposes of the Easement and would not adversely affect the forestry potential or the scenic beauty of the Property. Such written permission shall be recorded in the Carroll County Registry of Deeds. The Fee Owner remains responsible to assure that all harvesting is done in compliance with the terms of the Easement and the Multi-Resource Management Plan.

## 12. DISPUTES

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

mediation.

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

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

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

### **13. LIMITATION ON AMENDMENT**

The Fee Owner and the Easement Holder may, by mutual written agreement, jointly amend the Easement provided that no amendment shall be made that will adversely affect the qualifications of the Easement or the status of the Easement Holder under any applicable laws including Section 170(h) of the Internal Revenue Code and the Forest Legacy Program (16 USC Section 2103c) and NH RSA 477:45-47.

This Easement may be amended only with the written approval of the Division of Forests and Lands and the USDA Forest Service, and they are under no obligation to agree to any amendment or consult or negotiate regarding any amendment. An amendment may be approved by the Easement Holder and the USDA Forest Service only if it will:

- i. serve the public interest and not diminish the benefits provided to the public;
- ii. have a beneficial or neutral effect on the conservation values protected by this Easement;
- iii. be consistent with the purpose of the FLP and the purpose of this Easement;
- iv. not confer an economic benefit on private persons (private inurement or private benefit in the case of a charitable organization holder);
- v. be consistent with the intent of the original grantor of this Easement and any funding entities;
- vi. not diminish the perpetual duration of this Easement or negatively affect the status or rights of the Easement Holder or the United States with regard to this Easement; and
- vii. otherwise comply with all applicable Federal, State, and local laws and regulations. Amendments to make boundary line adjustments are permitted only in the case of

technical errors made in the survey or legal description.

Any approved amendment must be recorded in the Carroll County Registry of Deeds and a copy of the recorded amendment must be provided to the Division of Forests and Lands and the USDA Forest Service within 30 days of recordation. Any purported amendment that is recorded without the prior written approval of the Division of Forests and Lands and the USDA Forest Service will be null and void.

#### 14. EXTINGUISHMENT

The Fee Owner and the Easement Holder acknowledge that USDA Forest Service Forest Legacy Program funding for the acquisition of this Easement is authorized by the Cooperative Forestry Assistant Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq.), and pursuant to the grant agreement for the Dundee Forest Project, grant award no. 21-DG-11094200-138, awarded by the United States Department of Agriculture (USDA) Forest Service on July 1, 2021 to the Easement Holder. The grant agreement is housed in the USDA Forest Service Eastern Regional Office at 626 E Wisconsin Avenue, Milwaukee, WI 53202 or in an archival facility per Agency policy. The Fee Owner and the Easement Holder acknowledge and agree that this Easement cannot be extinguished, in whole or in part (whether through release, termination, exchange, or otherwise) unless the USDA Secretary of Agriculture (Secretary), in the Secretary's sole and absolute discretion, consents in writing to the extinguishment and the United States is reimbursed its proportionate share of the value of this Easement or the portion thereof that is extinguished at the time of extinguishment. The form of the United States' reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for Forest Legacy Program (FLP) or similar conservation purposes. This Conservation Easement shall not be deemed extinguished in whole or in part until the United States receives reimbursement as provided in this paragraph.

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

The "value of this Easement or the portion thereof that is extinguished" shall be the value of such interest immediately before the extinguishment as determined using the before and after or similar appraisal method in an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) and Uniform Acquisition Standards of Federal Land Acquisition (UASFLA) and is completed by a certified general appraiser approved by the Division of Forests and Lands and the USDA Forest Service.

No inaction or silence by the Secretary shall be construed as approval of an extinguishment or as an abandonment of this Easement in whole or in part. Any purported extinguishment executed without the prior written consent of the Secretary will be null and void. The provisions of this paragraph shall survive any partial extinguishment.

If the Fee Owner or the Easement Holder is notified of a proposal to condemn all or any

portion of the property subject to this Easement, the Division of Forests and Lands and the USDA Forest Service must immediately be notified.

**15. MERGER**

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

**16. BASELINE DOCUMENTATION**

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

**17. BINDING EFFECT**

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

**18. STATE LAW CONTROLLING**

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

Signatures on following page

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Landowner**  
**The Dundee Management Corporation**

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

Name:

Title:

Duly Authorized

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me:

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ as landowners.

\_\_\_\_\_  
Justice of the Peace / Notary Public

My Commission Expires \_\_\_\_\_

(seal)

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

By: \_\_\_\_\_  
Name: Sarah L. Stewart  
Title: Commissioner  
Duly Authorized

**STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK**

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

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission Expires \_\_\_\_\_

Approved by Governor and Council: **Date: \_\_\_\_\_, Agenda Item: \_\_\_\_\_**

(seal)

**APPENDIX A  
PROPERTY DESCRIPTION**