New Hampshire Fish and Game Department

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Scott R. Mason
Executive Director

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August 29, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to acquire 819 +/- acres in the town of Dummer, New Hampshire from the Law Office of McClane Middleton (VC# 154963), acting as agent for The Conservation Fund (TCF), for $854,231, and pay up to $7,157 for closing costs for a total not to exceed $861,388. Effective upon Governor and Council approval through October 31, 2023. Funding source is 100% Federal.

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

		FY2024
03-75-75-751520-21550000-033-509033	Land Acquisitions and Easements	$861,388

EXPLANATION

NHFG proposes to acquire the fee interest from The Conservation Fund (TCF) on three abutting parcels totaling approximately 819 +/- acres located east of Pontook Reservoir in the town of Dummer, Coos County. The property was purchased by TCF in late 2022 from the Clayson-Glover Trust. The twelve trustees, third generation owners, needed to sell and wished to see the property conserved and managed by NHFG. TCF's purchase was as an interim step to allow Fish & Game time to obtain federal and state approvals for the acquisition.

Acquisition of the property will establish the Glover Farm WMA. The Glover Farm property contains a mosaic of habitats including field, abandoned orchard, wetland, and forest types that support numerous birds and mammals. The property provides an excellent opportunity to manage for healthy native small game populations including ruffed grouse, American woodcock, and snowshoe hare. It also contains a cedar swamp that is an active deer yard, a habitat that has largely disappeared in the area over the last 40 years. The land will remain open for public pedestrian uses, hunting, fishing, and trapping in keeping with NHFG policies and the Clayson-Glover Trusts wishes. For decades, it has been a popular destination for these activities among North Country residents and now can remain so in perpetuity.

The property was appraised at $1,025,000, with total eligible project costs of $1,139,075. NHFG entered into a purchase and sales agreement with TCF to purchase the fee title for a fair market value price of $1,025,000 utilizing $854,231 that represents 75% of the total project cost. The remaining project costs will be funded through TCF's own fundraising. The $7,157 of closing costs include attorney's fees, title insurance, and deed recording.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte, Chief
Business Division

Inter-Department Communication

DATE: July 24, 2023

FROM: Christopher G. Aslin
Senior Assistant Attorney General

AT (OFFICE) Department of Justice
Environmental Protection Bureau

SUBJECT: **Glover Farm Acquisition, Town of Dummer**

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

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

Christopher G. Aslin

The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-b:2(I) it is exempt from the New Hampshire real estate transfer tax. This transfer is also exempt from the LCHIP surcharge pursuant to the New Hampshire RSA 478:17-g, II(a).

WARRANTY DEED

THE CONSERVATION FUND, a non-profit corporation incorporated under the laws of the State of Maryland, having an address of 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209, for consideration paid, grants to **THE STATE OF NEW HAMPSHIRE, FISH & GAME DEPARTMENT,** acting by and through its Executive Director, with an office at 11 Hazen Drive, Concord, New Hampshire 03301, with **WARRANTY COVENANTS**, the following:

Certain tracts of land consisting of three (3) tracts situated in the Town of Dummer, Coos County, State of NH, with a total of 818.81 acres, more or less, as shown on a survey prepared by York Land Services, LLC titled "Glover Farm Wildlife Management Area", dated August 29, 2022, and recorded in the Coös County Registry of Deeds as Plan # 4770 and 4771 (herein the "Property").

Tract 1 (757.94 acres)
A certain parcel of land is located on the east side of Ferry Road and Hill Road in the Town of Dummer, County of Coos, State of New Hampshire, described as follows:

Beginning at CORNER 1, a rebar with cap set "LLS 450-939" on the easterly sideline of Ferry Road on the line between Dummer Lots 233 and 234; then

Along land now or formerly of Frederick J. Gagne & Lorraine M. Gagne, Trustees Gagne Family Revocable Trust-2005 the following three courses:

1. N86°04'37"E a distance of 2134.23 feet to an iron pin at CORNER 2;
2. N01°09'20"W a distance of 1822.29 feet to a rebar with cap set "LLS 450-939" at CORNER 3;
3. N00°38'51"E a distance of 1625.41 feet to an iron pin at CORNER 4;

Then along land now or formerly of Bayroot LLC the following four courses:

1. N86°48'31"E a distance of 3447.64 feet to a rebar with cap set "LLS 450-939" at CORNER 5;
2. S02°50'28"E a distance of 3434.68 feet to a rebar with cap set "LLS 450-939" at CORNER 6;
3. S03°16'31"E a distance of 1843.32 feet to a rebar with cap set "LLS 450-939" at CORNER 7;
4. S03°40'57"E a distance of 1771.71 feet to an iron pin at CORNER 8;

Then S04°31'13"E along land of United States of America a distance of 934.97 feet to an iron pin at CORNER 9;

Then S04°31'01"E along land now or formerly of Christopher M. Holt & Heidi Jo Holt a distance of 684.62 feet to an iron pin at CORNER 10;

Then S84°34'32"W along land now or formerly of Brian P. Soldano a distance of 646.47 feet to an iron pin at CORNER 11;

Then N05°55'01"W along land now or formerly of Brian Campbell a distance of 540.35 feet to a rebar with cap set "LLS 450-939" at CORNER 12;

Then S88°15'15"W along land now or formerly of said Campbell a distance of 660.00 feet to a rebar with cap set "LLS 450-939" at CORNER 13;

Then along land of Roland R. Duchesne the following four courses:

1. N04°48'10"W a distance of 1053.99 feet to a rebar with cap set "LLS 450-939" at CORNER 14;
2. S87°58'26"W a distance of 2235.89 feet to an iron pin at CORNER 15;
3. S86°37'22"W a distance of 194.50 feet to a rebar with cap set "LLS 450-939" at CORNER 16;
4. S86°36'19"W a distance of 1005.81 feet to CORNER 17, a point on Hill Road sideline witnessed by a rebar with cap set "LLS 450-939" located S86°36'19"W, 5.70 feet distant;

Then northerly along the easterly sideline of Hill Road the following five courses:

1. Along the arc of a curve to the right for 285.94 feet to a point. Said curve has a radius of 1160.95 feet and a chord of N39°00'36"W, 285.22 feet;
2. N31°57'14"W a distance of 370.70 feet to a point;

3. Along the arc of a curve to the right for 180.51 feet to a point. Said curve has a radius of 527.52 feet and a chord of N22°09'04"W, 179.63 feet;
4. N12°20'54"W a distance of 279.34 feet to a point;
5. Along the arc of a curve to the right for 481.51 feet to CORNER 18, a rebar with cap set "LLS 450-939". Said curve has a radius of 15194.35 feet and a chord of N11°26'26"W, 481.48 feet;

Then along land adjusted to Tax Map R-14 Lot 33, the following three courses:

1. N87°04'32"E a distance of 174.44 feet to a rebar with cap set "LLS 450-939" at CORNER 19;
2. N14°37'00"W a distance of 271.27 feet to a rebar with cap set "LLS 450-939" at CORNER 20;
3. S86°34'18"W a distance of 154.61 feet to a rebar with cap set "LLS 450-939" at CORNER 21;

Then northwesterly along the easterly sideline of Ferry Road the following eight courses:

1. Along the arc of a curve to the left for 128.09 feet to a point. Said curve has a radius of 6211.75 feet and a chord of N11°47'43"W, 128.09 feet;
2. N12°23'09"W a distance of 438.75 feet to a point;
3. Along the arc of a curve to the right for 483.03 feet to a point. Said curve has a radius of 26628.93 feet and a chord of N11°51'59"W, 483.02 feet;
4. N11°20'48"W a distance of 196.20 feet to a point;
5. Along the arc of a curve to the left for 288.93 feet to a point. Said curve has a radius of 4294.18 feet and a chord of N13°16'27"W, 288.87 feet;
6. Along the arc of a curve to the left for 237.41 feet to a point. Said curve has a radius of 450.69 feet and a chord of N30°17'34"W, 234.68 feet;
7. N45°23'02"W a distance of 113.28 feet to a point;
8. Along the arc of a curve to the right for 27.78 feet to the **POINT OF BEGINNING**. Said curve has a radius of 681.55 feet and a chord of N44°12'59"W, 27.77 feet.

EXCEPTING AND RESERVING to their current owners the rights to 2 existing wells and water pipeline located near the southwesterly corner of the above described parcel of land, for the benefit of other land now or formerly of The Clayson Glover Trust, the 'barn parcel' and 'house parcel' known as Tax Map R-14 Lot 33. Included with the wells and water pipeline is the right to maintain, replace, repair, including access rights.

ALSO EXCEPTING AND RESERVING ownership to their current owners of the cabin, shed, outhouse, and associated water pipeline and well shown on Sheet 1 and Detail #4 on Sheet 2 on

Plan #4771 as described below. Also included with the well and water pipeline is the right to maintain, replace, and repair. Also reserving the right to the current owner to maintain, replace, and repair existing overhead electric utility lines serving the cabin.

MEANING AND INTENDING to describe a parcel of land containing 33,015,812 S.F. (757.94 acres). As shown on plans prepared by York Land Services, LLC titled "'Glover Farm Wildlife Management Area' Properties Surveyed for Donald Glover & Daniel Glover, Tax Map R-14 Lot 34, and Clayson Glover Estate, Donald Glover & Daniel Glover, Co-Trustees, Tax Map R-13 Lot 4, Tax Map R-14 Lots 1 & 33, with Minor Lot Line Adjustment Between Tax Map R-14 Lot 33 and Tax Map R-13 Lot 4, Prepared for The Conservation Fund, Hill Road, East Side River Road, Ferry Road, Dummer, Coos County, New Hampshire," Dated August 29, 2022 and recorded at the Coos County Registry of Deeds as plan # 4770 and 4771 (the "Plans").

Tract 2 (2.01 acres)
A certain parcel of land is located on the west side of Ferry Road in the Town of Dummer, County of Coos, State of New Hampshire.

Beginning at CORNER 28, an iron pin located on the northerly sideline of East Side River Road, approximately 170 feet westerly of the intersection of East Side River Road, Ferry Road, and Hill Road.

Then along Map R-14, Lot 1, as shown on the Plans for the following three courses:

1. N84°34'31"W a distance of 289.21 feet to an iron pin at CORNER 29;
2. N02°22'46"E a distance of 186.46 feet to an iron pin at CORNER 30;
3. N89°13'40"E a distance of 395.21 feet to a rebaron the westerly sideline of Ferry Road witnessed by a rebar located N89°13'40"E, 0.74 feet distant;

Then S12°23'09"E along the westerly sideline Ferry Road a distance of 189.22 feet to a point.

Then along Ferry Road and East Side River Road on the arc of a curve to the right a distance of 68.30 feet to a point. Said curve has a radius of 33.00 feet and a chord of S46°54'22"W, 56.75 feet;

Then westerly along East Side River Road along the arc of a curve to the left a distance of 115.37 feet to point of beginning. Said curve has a radius of 238.11 feet and a chord of N87°40'54"W, 114.24 feet.

MEANING AND INTENDING to describe a parcel of land containing 87,379 S.F. (2.01 Acres)as shown on plans prepared by York Land Services, LLC titled "'Glover Farm Wildlife Management Area' Properties Surveyed for Donald Glover & Daniel Glover, Tax Map R-14 Lot 34, and Clayson Glover Estate, Donald Glover & Daniel Glover, Co-Trustees, Tax Map R-13 Lot 4, Tax Map R-14 Lots 1 & 33, with Minor Lot Line Adjustment Between Tax Map R-14 Lot 33 and Tax Map R-13 Lot 4, Prepared for The Conservation Fund, Hill Road, East Side River Road, Ferry Road, Dummer, Coos County, New Hampshire," Dated August 29, 2022 and recorded at the Coos County Registry of Deeds as plan # 4770 and 4771 (the "Plans").

Tract 3 (58.86 acres)
The following described parcel of land is located on the west side of Ferry Road in the Town of Dummer, New Hampshire.

Beginning at CORNER 22, a point on the westerly sideline of Ferry Road witnessed by a rebar with cap set "LLS 450-939" located at N39°56'59"W, 0.25 feet distant on the line between Lots 233 and 234.

Then along land now or formerly of Robert J. Booth the following five courses:

1. S86°04'37"W for 132.99 feet to CORNER 23, an iron pin.
2. S55°39'47"W for 1539.25 feet to CORNER 24, an iron pin.
3. S01°14'44"E for 1015.23 feet to CORNER 25, an iron pin.
4. N88°08'05"E for 627.41 feet to CORNER 26, an iron pin.
5. N87°04'53"E for 846.48 feet to CORNER 27, an iron pipe.

Then N64°29'11"E along the northerly sideline of East Side River Road for 250.59 feet to a point.

Then continuing along said road along the arc of a curve to the right for 57.98 feet to CORNER 28, an iron pin. Said curve has a radius of 238.11 feet and a chord of N71°27'44"E, 57.84 feet.

Then along Map R-14, Lot 34, as shown on the Plans the following three courses:

1. N84°34'31"W for 289.21 feet to CORNER 29, an iron pin.
2. N02°22'46"E for 186.46 feet to CORNER 30, an iron pin.
3. N89°13'40"E for 395.21 feet to CORNER 31, a point on the westerly sideline of Ferry Road witnessed by a rebar located N89°13'40"E, 0.74 feet distant.

Then northwesterly along the westerly sideline of Ferry Road the following seven courses:

1. N12°23'09"W for 234.29 feet to a point.
2. Along the arc of a curve to the right for 483.93 feet to a point. Said curve has a radius of 26678.43 feet and a chord of N11°51'59"W, 483.92 feet.
3. N11°20'48"W for 196.20 feet to a point.
4. Along the arc of a curve to the left for 285.60 feet to a point. Said curve has a radius of 4244.68 feet and a chord of N13°16'27"W, 285.54 feet.
5. Along the arc of a curve to the left for 211.34 feet to a point. Said curve has a radius of 401.19 feet and a chord of N30°17'34"W, 208.90 feet.
6. N45°23'02"W for 113.28 feet to a point.
7. Along the arc of a curve to the right for 69.21 feet to the **POINT OF BEGINNING**. Said curve has a radius of 731.05 feet and a chord of N42°40'18"W, 69.19 feet.

MEANING AND INTENDING to describe a parcel of land containing 2,563,826 S.F. (58.86 Acres). As shown on plans prepared by York Land Services, LLC titled "'Glover Farm Wildlife Management Area' Properties Surveyed for Donald Glover & Daniel Glover, Tax Map R-14 Lot 34, and Clayson Glover Estate, Donald Glover & Daniel Glover, Co-Trustees, Tax Map R-13 Lot 4, Tax Map R-14 Lots 1 & 33, with Minor Lot Line Adjustment Between Tax Map R-14 Lot 33 and Tax Map R-13 Lot 4, Prepared for The Conservation Fund, Hill Road, East Side River Road, Ferry Road, Dummer, Coos County, New Hampshire," Dated August 29, 2022 and recorded at the Coos County Registry of Deeds as plan # 4770 and 4771 (the "Plans").

SUBJECT TO a right of way as set forth in the deed dated December 12, 1934 and recorded in Book 280, Page 281.

SUBJECT TO a utility easement to Public Service Company of New Hampshire dated June 15, 1949 and recorded in Book 370, Page 89.

SUBJECT TO Current Use Taxation dated July 30, 1980 and recorded in Book 631, Page 342 and dated March 21, 1991 and recorded in Book 775, Page 337.

SUBJECT TO the conditions as set forth in the deed dated August 18, 1994 and recorded in Book 836, Page 811.

Meaning and intending to describe and convey the same premises conveyed to The Conservation Fund by deed of Donald Glover, Daniel Glover and Regina E. Saucier, as Co-Trustees of The Clayson Glover Trust dated December 27, 2022 and recorded in Book 1618, Page 232 and by corrective deed dated January 10, 2023 and recorded in Book 1619, Page 484 in the Coos County Registry of Deeds.

These are not homestead premises.

The Property is being acquired in part with a $185,000 financial assistance grant awarded through the **New Hampshire Land and Community Heritage Investment Program** to **The Conservation Fund** pursuant to New Hampshire RSA 227-M, which award places continuing obligations on the landowner and landowner's use of the Property as described in an Agreement (attached hereto as Exhibit A and incorporated herein). Pursuant to RSA 227-M:14, the Property shall be held in public trust. No deviation in the uses of the Property to uses or purposes not consistent with the intent of NH RSA 227-M shall be permitted, and the sale, transfer, conveyance, or release of this Property from public trust is prohibited, except as provided in NH RSA 227-M:13. Pursuant to RSA 227-M:15, the Property shall be open in perpetuity for passive recreational purposes by members of the public, and subject to more restrictions and conditions specifically set forth in the Agreement attached hereto as Exhibit A.

This conveyance is made pursuant to a grant agreement between the **New Hampshire Land and Community Heritage Investment Program** and **The Conservation Fund** pursuant to New Hampshire RSA 227-M, which grant agreement is attached hereto as Exhibit B.
Consistent with the above, the Grantee and the Service in accordance with the Notice of Federal Grant Participation (Exhibit C) hereby acknowledges and consents to the recording immediately subsequent hereto of Grant Agreements or Notices of Grant Agreement between Grantor and the New Hampshire Land and Community Heritage Investment Program.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

Dated: _____, 2023

The Conservation Fund

By: _____
Name:
Title:

COMMONWEALTH OF _____
COUNTY OF _____

The foregoing instrument was acknowledged this ___ day of _____, 2023, before me, the undersigned officer, by _____, the _____, of The Conservation Fund, on behalf of the non-profit corporation.

_____
Notary Public/Justice of the Peace
My commission expires:

Dated: _____, 2023

NH Fish & Game Department

By: _____
Name: Scott R. Mason
Title: Executive Director

COMMONWEALTH OF _____
COUNTY OF _____

The foregoing instrument was acknowledged this ___ day of _____, 2023, before me, the undersigned officer, by Scott R. Mason, the Executive Director, of the NH Fish & Game Department, on behalf of the State of New Hampshire.

_____
Notary Public/Justice of the Peace
My commission expires:

EXHIBIT A
AGREEMENT
Between the
NH LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM
and
NH FISH AND GAME DEPARTMENT

Whereas **The Conservation Fund** ("Recipient") was recipient of a $185,000 financial assistance grant from the **New Hampshire Land and Community Heritage Investment Program** ("LCHIP") in support of Recipient's acquisition and protection of the above described ~850-acre parcel of land in the Town of Dummer, State of New Hampshire and more specifically described in the Warranty Deed to which this Agreement is appended (the "Property") for the purpose of protecting in perpetuity the significant natural habitat, open space, forestry and other conservation attributes of the Property (the "Conservation Attributes") as described and set forth in a Baseline Documentation Report prepared and maintained by Recipient or Fish and Game with copy provided to and accepted by LCHIP;

Whereas the parties agree and understand that Recipient acquired the Property with the intention of transferring it to **New Hampshire Fish and Game Department** ("Fish and Game"); and

Whereas upon closing of the acquisition, the Property shall, by operation of law pursuant to RSA chapter 227-M, be subject to the public trust and certain other restrictions and obligations that are consistent with Fish and Game's authority under RSA 212:10 to maintain lands for the protection, regulation and management of wildlife resources.

THEREFORE, in consideration of the financial assistance facilitating Fish and Game's acquisition of the Property and the mutual assurances set forth herein, Fish and Game hereby agrees to the following restrictions and obligations effective upon Fish and Game's acquisition of the Property:

1. RESTRICTIONS

A. **Public Trust** - Pursuant to RSA 227-M:14 the Property will be held in public trust. No deviation in the uses of the Property to uses or purposes not consistent with the intent of NH RSA 227-M will be permitted, and the sale, transfer, conveyance, or release of this Property from public trust is prohibited, except as provided in NH RSA 227-M:13.

B. **Public Access** - Pursuant to RSA 227-M:15, the Property will be open for passive recreational purposes, and the public will have a right of pedestrian access to, on, and across the Property for hunting, fishing, and transitory passive recreational purposes, but not camping, in perpetuity except that Fish and Game may manage public use consistent with administrative rules FIS900. Fish and Game may also post against:

- vehicles, motorized or otherwise,

- access to active livestock fields or to agricultural cropland during planting, growing, mowing, thinning, and harvesting,

- access to forest land during harvesting, establishment of plantations or other active management activities,

- access to the interior of any buildings on the Property,

- access by the public during an emergency situation where public safety could be at risk, but only for so long as the emergency situation exists and subject to Fish and Game providing notice of such temporary posting to LCHIP at the earliest practicable time, and

- access to locations within the Property that become subject to incidents of problematic or abusive uses or behaviors by said public that are detrimental to the Purposes of this Agreement or significantly impairing of the Conservation Attributes and/or where such access would place the public safety at risk, but only after Fish and Game obtains LCHIP's prior written approval of such posting for the purpose of managing such issues for a defined period of time as the Fish and Game and LCHIP may agree. Said problematic or abusive uses or public safety concerns may include but will not be limited to: making of fires, malicious destruction of the Fish and Game's real or personal property, potential hazards for visitors atypical to a natural and undeveloped setting, or development of unauthorized trails or structures.

LCHIP will have the sole discretion to limit or prohibit passive recreational use of the Property on a case-by-case basis, where such activity would be inconsistent with the purpose for protecting the Property and/or when public safety would be at risk.

Nothing herein will prohibit Fish and Game from disallowing specific individuals or entities access under lawful court orders or injunctive relief.

Fish and Game will be under no duty to supervise said public access, use, or purpose except as expressly provided for above and, pursuant to NH RSA 227-M, Fish and Game will not be liable to any user of this right of access for injuries suffered on the Property unless those injuries are caused by the willful or wanton misconduct of the Fish and Game.

C. **Property Management** - The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities except in the accomplishment of [agriculture, forestry, wildlife habitat management, public drinking water protection or provision, or outdoor recreation or education uses] (hereinafter "permitted uses"), provided that any acts, uses or management activities undertaken on the Property shall be consistent with the purposes of NH RSA 227-M, shall not materially impair the Conservation Attributes of the Property, and shall not harm state or federally recognized rare, threatened, endangered species or other species of conservation concern, or exemplary natural communities.

All permitted uses of and management activities conducted on the Property shall be carried out in accordance with all applicable local, state, federal, and other laws and regulations, and in

accordance with then-current, scientifically-based accepted best management practices for the sites, soils, and terrain of the Property.

D. **Structures and Improvements** - There shall be no structure or improvement constructed, placed, or introduced onto the Property, except those necessary in the accomplishment of the permitted uses.

E. **Waste and Material Storage** - There shall be no dumping, injection, application, burning or burial of man-made materials, building demolition or construction debris, trash, tires, plowed snow from locations other than the Property, vehicle bodies or parts or similar materials, wastes generated off the Property, or materials known to be environmentally hazardous permitted on the Property.

F. **Mining, Quarrying, Excavation** - No mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Property shall be permitted except in the accomplishment of permitted uses, but in no case shall any rocks, minerals, gravel, sand, topsoil, or other similar materials be marketed for sale;

G. **Disturbance or Alteration of Terrain** - There shall be no disturbance of the surface or alteration of the topography of any portion of the Property except in the accomplishment of permitted uses.

2. STEWARDSHIP

A. Fish and Game will take all reasonable steps to proactively investigate, address, and cure any challenge, violation, or threat, known or suspected, to the Conservation Attributes and the terms of this Agreement, and will promptly inform LCHIP in writing of any actions taken in carrying out this obligation.

B. Fish and Game will insure at least one inspection sufficient to reasonably determine that no activities or uses inconsistent with this Agreement or NH RSA 227-M are occurring on the Property is conducted per calendar year, and that an annual report describing that inspection is submitted to LCHIP in the manner and form stipulated by LCHIP.

C. Fish and Game will deliver to LCHIP copies of any notice of violation or lien relating to the Property received from any government authority within ten (10) days of receipt and will promptly furnish LCHIP with evidence of compliance with such notice or lien where compliance is required by law.

D. Any materials Fish and Game produces or approves promoting or publicizing the Property, including on-site kiosks, informational signs, guides or brochures, will include the intent of the following statement: "This Property (*or use property name*) protected with assistance from the New Hampshire Land and Community Heritage Investment Program".

E. Fish and Game will allow LCHIP to make photographs, drawings, or other representations documenting the Property and to distribute them to magazines, newsletters, or other publicly

available publications, or use them to fulfill its charitable and educational purposes, with proper acknowledgment and designation of Fish and Game.

F. Fish and Game will place a sign, if provided by LCHIP, at a prominent location on the Property and will accept financial responsibility for the repair or replacement in-kind of said sign, if requested to do so by LCHIP.

3. FUTURE CONVEYANCE

Fish and Game will not give, grant, sell, convey or otherwise transfer any full or partial interest in the Property without the prior written approval of LCHIP, which approval will not be unreasonably withheld, subject to the following:

A. Fish and Game will provide LCHIP at least 45-days advance notice of any proposed transfer, said notice to include the name, address, and phone number of the proposed transferee and a copy of the proposed deed.

B. Fish and Game will convey the property subject to perpetual conservation restrictions, pursuant to RSA 477:45-47, which conservation restrictions shall be consistent with RSA 227-M and at a minimum with the Restrictions set out in Section 1, above. Said permanent conservation restrictions or conservation easement shall be conveyed to a qualified holder approved in advance by LCHIP, shall include a contingent right of enforcement granted to LCHIP with a right of access to the Property consistent with Section 6, below, and shall be approved in advance by LCHIP. Failure to comply with this requirement will be considered a material breach of this Agreement.

C. Reference to the Grant herein described and to NH RSA 227-M must be incorporated in any deed transferring a full or partial interest in the Property. Any additional terms or conditions on use of the Property must be consistent with this Agreement, the restrictions, and the purposes of NH RSA 227-M.

D. Fish and Game may grant, sell, convey, or transfer the Property to an eligible applicant as defined by RSA 227-M:8.

4. AMENDMENT

If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Fish and Game and LCHIP may by mutual written agreement jointly amend this Agreement. Any such amendment will serve to further the protection of the Conservation Attributes of the Property and the purposes of the grant referred to herein or to accomplish the correction of a clerical error; and will not permit any inurement or impermissible private benefit to any person or entity. Nothing in this paragraph will require Fish and Game or LCHIP to agree to any amendment or to consult or negotiate regarding any proposed amendment.

5. ASSIGNMENT

Recipient may convey, assign or transfer its rights and obligations under this Agreement to any qualified applicant or to an agency of the State of New Hampshire pursuant to NH RSA 227-M:8 II, subject to LCHIP's prior approval.

6. LCHIP RIGHT OF ACCESS, ENFORCEMENT AND ASSIGNMENT

A. **Access** - LCHIP will have reasonable access to the Property and all of its parts for such inspection as LCHIP finds necessary to determine compliance with and enforce and defend the terms of this Agreement and to exercise the rights conveyed hereby.

B. **Enforcement** - LCHIP may, following reasonable written notice to Fish and Game, institute suit(s) to enjoin a violation of the terms of this Agreement by *ex parte*, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief. LCHIP will also have available all legal and other equitable remedies to enforce Fish and Game's obligations hereunder. Exercise by LCHIP of one remedy hereunder will not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy will not have the effect of waiving or limiting the use of any other.

C. **Assignment** - LCHIP may convey, assign, or transfer its rights and obligations under this Agreement to any party qualified by the State of New Hampshire to become LCHIP's assignee or transferee who will have like power upon such assignment or transfer.

7. SEVERABILITY AND INTERPRETATION

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

B. Nothing contained herein will be interpreted to authorize or permit Fish and Game to violate any law, ordinance or regulation. In the event of any conflict between any such ordinance or regulation and the terms hereof, Fish and Game promptly will notify LCHIP of such conflict and will cooperate with LCHIP and the applicable governmental entity to accommodate the purposes of both this Agreement and such ordinance or regulation. To the extent that any action taken by LCHIP pursuant to this Agreement gives rise to a claim of breach of contract, Fish and Game and LCHIP agree that the sole remedy on the part of Fish and Game will be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Fish and Game as a result of such breach and that Fish and Game will not have any right to indirect, consequential or monetary damages in excess of such actual direct out-of-pocket expenses.

FOR THE LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By: _____ _____

Paula S. Bellemore, Executive Director Date

Duly authorized

FOR THE NEW HAMPSHIRE FISH AND GAME DEPARTMENT

_____ _____

Scott R. Mason, Executive Director Date

Duly authorized

EXHIBIT B
GRANT AGREEMENT
Between the
NH LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM
and
THE CONSERVATION FUND

The Conservation Fund ("Recipient"), as recipient of a $185,000 financial assistance grant from the **New Hampshire Land and Community Heritage Investment Program** ("LCHIP") in support of Recipient's acquisition, protection, and interim ownership of the above described ~850-acre parcel of land in the Town of Dummer, State of New Hampshire and more specifically described herein in the Warrenty Deed to which this Grant Agreement is appended (the "Property"), for the purpose of protecting in perpetuity the significant natural habitat, open space, forestry and other conservation attributes of the Property (the "Conservation Attributes") as described and set forth in a Baseline Documentation Report prepared and maintained by Recipient or Fish and Game with copy provided to and accepted by LCHIP, agrees to the following conditions:

1. Recipient acquired the Property by unrestricted deed. Recipient will convey the Property via Warranty Deed ("the Deed") to the NH Fish and Game Department subject to restrictions described in an Agreement between LCHIP and NH Fish and Game Department, which Deed will contain the following recital:
The Property is being acquired in part with a $185,000 financial assistance grant awarded through the **New Hampshire Land and Community Heritage Investment Program** to **The Conservation Fund** pursuant to New Hampshire RSA 227-M, which award places continuing obligations on the landowner and landowner's use of the Property as described in an Agreement (attached hereto as Exhibit A and incorporated herein). Pursuant to RSA 227-M:14, the Property shall be held in public trust. No deviation in the uses of the Property to uses or purposes not consistent with the intent of NH RSA 227-M shall be permitted, and the sale, transfer, conveyance, or release of this Property from public trust is prohibited, except as provided in NH RSA 227-M:13. Pursuant to RSA 227-M:15, the Property shall be open in perpetuity for passive recreational purposes by members of the public, and subject to more restrictions and conditions specifically set forth in the Agreement attached hereto as Exhibit A.

2. Recipient will return to LCHIP any grant funds herein provided in the event of a material breach of the terms of this Agreement, material misrepresentations made during the LCHIP grant application process, a material breach of the Recipient's obligations under the Deed, or an uncured cloud on or failure of title for any portion of the Property in proportion to the value of the portion of the Property with defective title. Notwithstanding the foregoing, the parties agree and understand that Recipient obtained title insurance covering the Property, LCHIP has had full access to the Property's title records prior to and during Recipient's ownership period, and that

Recipient will not assume liability for matters that are listed in its title policy or a matter of public record;

3. Any materials Recipient produces or approves promoting or publicizing the Property will include the intent of the following statement: "This Property (or use property name) protected with assistance from the Land and Community Heritage Investment Program".

AMENDMENT

If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Recipient and LCHIP may by mutual written agreement jointly amend this Agreement. Any such amendment shall serve to further the protection of the Conservation Attributes of the Property and the purposes of the grant referred to herein or accomplish the correction of a clerical error; and shall not permit any inurement or impermissible private benefit to any person or entity. Nothing in this paragraph will require Recipient or LCHIP to agree to any amendment or to consult or negotiate regarding any proposed amendment.

ASSIGNMENT

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

REPAYMENT OF LCHIP FINANCIAL ASSISTANCE AWARD

The following conditions will require the repayment of all or a portion of the LCHIP Grant:

A. **Title** – Subject to the limitations set forth in paragraph 2, above, in the event of an uncured cloud on or failure of title for any portion of the Property, Recipient will return to LCHIP the Grant herein described in proportion to the value of that portion of the Property with defective title.

B. **Material Breach** - LCHIP may require Recipient return all or a portion of the Grant herein described in the event of a material breach of the terms of this Agreement, or a material misrepresentation made during the LCHIP grant application or project execution process.

LCHIP'S REMEDIES

LCHIP may, following reasonable written notice to Recipient, institute suit(s) to enjoin any violation of the terms of this Agreement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief. LCHIP will also have available all legal and other equitable remedies to enforce and defend Recipient's obligations hereunder. In the event Recipient is found to have violated any of its obligations under this Agreement, Recipient will reimburse LCHIP for any costs or expenses incurred in connection with LCHIP's enforcement or defense of the terms of this Agreement, including but not limited to all

reasonable court costs, and legal, administrative or other costs. Exercise by LCHIP of one remedy hereunder will not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy will not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

SEVERABILITY

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

INDEMNIFICATION

Recipient hereby agrees to pay, protect, indemnify, and hold harmless at its own cost and expense, LCHIP, its agents, trustees, directors, officers and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Property unless such injury or damage is caused by LCHIP or any agent, trustee, director, officer, employee, or independent contractor of LCHIP. In the event that Recipient is required to indemnify LCHIP pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, will constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein will jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property. Notwithstanding the foregoing, the requirements of this indemnification provision shall not apply to any claims arising after Recipient's conveyance of the Property to the New Hampshire Fish and Game Department.

INTERPRETATION

Nothing contained herein will be interpreted to authorize or permit Recipient to violate any law, ordinance or regulation. In the event of any conflict between any such ordinance or regulation and the terms hereof, Recipient promptly will notify LCHIP of such conflict and will cooperate with LCHIP and the applicable governmental entity to accommodate the purposes of both this Agreement and such ordinance or regulation. To the extent that any action taken by LCHIP pursuant to this Agreement gives rise to a claim of breach of contract, Recipient and LCHIP agree that the sole remedy on the part of Recipient will be reimbursement of actual direct out-of-pocket

expenses reasonably incurred by Recipient as a result of such breach and that Recipient will not have any right to indirect, consequential or monetary damages in excess of such actual direct out-of-pocket expenses.

NO WAIVER OF RIGHT TO TAKE ACTION

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

FOR THE NH LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By: _____ _____

Paula S. Bellemore, Executive Director Date

Duly authorized

FOR THE RECIPIENT: THE CONSERVATION FUND

_____ _____

, duly authorized Date

EXHIBIT C
Notice of Federal Participation

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the 819-acre plus or minus property described above and further herein, with an address of Bear Brook Road, Dummer, NH, is acquired in part with federal funds received from the Wildlife Restoration Program (CFDA # 15.611) administered by the U.S. Fish and Wildlife Service, Division of Wildlife and Sport Fish Restoration and its successors and assigns (hereinafter "SERVICE") and that the property is subject to all the terms and conditions of Grant Agreement Number F21AF04030, NH-W-108-L-2 (hereinafter "GRANT AGREEMENT") with a grant effective date of August 1, 2021 between the Service and the Department. Copies of the Grant Agreement are kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

The Department acknowledges that the property, which is the subject of the Grant Agreement, is acquired for the approved purpose of conserving wild birds and mammals and their habitats in perpetuity, and compatible public access to these resources. The Department further acknowledges that the property will be administered for the long-term protection of these habitats and species dependent thereon. The Department acknowledges that there must be no discrimination against any member of the public on the property. The property will become the Glover Farm Wildlife Management Area. The Department, as grant recipient, hereby acknowledges that it is responsible for exercising sufficient control over the property to ensure that the property is used, and will continue to be used, for the approved purposes for which it is acquired and that the property may not be conveyed or title encumbered, in whole or in part, to any other party or for any other use, whatsoever, without first notifying and requesting instructions from the Service.

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

If the Department determines that the property is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either (1) acquire a property or other interest in land of equal value that serves the same approved purpose as the original property and manage the newly acquired property or other interest in land for the same purposes specified in the original Grant Agreement, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price,

or to repay the Service, in cash, the proportionate federal share of the current fair market value of the property, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the property to the Service or to a third-party designated or approved by the Service.

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

_____ Date:_____

Scott R. Mason, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF _____

I hereby certify that Scott R. Mason, who acknowledges himself to be the Executive Director for the NH Fish and Game Department, and as such is duly authorized to execute the foregoing instrument for the purposes contained therein, personally appeared before me on this ____day of _____, _____ and signed his name on behalf of the State of New Hampshire.

_____

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

Legend
Glover Farm
Conservation Lands
DOT Roads
Local Roads
State Routes
0 700 1,400 2,800 Feet
Goose Pond
Middle St
Boise Cascade Rd
Wentworth Island
RIVER
ANDROSCOGGIN
Ferry Rd
Delano Rd
Reservoir
Veazey Hill
Hill Rd
Hawkins Rd
Blake Rd
DUMMER
Glover Farm, Dummer, NH

Glover Farm, Dummer, NH