State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION
BUREAU OF TRAILS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-3556 Fax: 603-271-3553
TDD Access: Relay NH 1-800-735-2964
nhtrails.org

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August 21, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to enter into **Retroactive** Land Use Agreement with Bayroot, LLC (VC #165116), Lyme, New Hampshire in the amount of $6,750 for continued Off Highway Recreational Vehicle (OHRV) access across their land for a 5-year period, effective upon Governor and Council approval for the period January 1, 2024 through December 31, 2028. 100% Other Funds.

Funds are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Years 2026, 2027 and 2028, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years with the price limitation through the Budget Office, if needed and justified.

03-035-035-351510-35620000, Trails Acquisition

	FY 2025	FY 2026	FY 2027	FY 2028
022-500248 - Rents-Leases Other than State	$2,700	$1,350	$1,350	$1,350

EXPLANATION

This agreement is **retroactive** because negotiations with the landowner took longer than anticipated. The Bureau of Trails (Bureau) has worked with the Webster Land Corporation, owner of the subsidiary, Bayroot, LLC, and their forest manager for several years to secure continued access of OHRV Corridor A1 over and across their land in the unincorporated township of Success, NH. During the negotiation period, OHRV access was permitted to the public.

The Attorney General's Office has reviewed and approved this agreement as to form, substance, and execution.

Respectfully submitted,

Brian J. Wilson
Director

Concurred,

Sarah L. Stewart
Commissioner

State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
Trails Bureau

TRAIL USE LEASE AGREEMENT

THIS TRAIL USE AGREEMENT ("Agreement") is made effective as of October 16, 2024, pursuant to authority contained under New Hampshire RSA 215-A (Supp.), by and between,

Bayroot LLC, a limited liability company organized under the laws of the State of Delaware, with a mailing address of c/o Wagner Forest Management, Ltd., P.O. Box 160, 150 Orford Road, Lyme, New Hampshire, 03768, its successors and assigns, ("BAYROOT"), and the

Department of Natural and Cultural Resources of the State of New Hampshire, acting by and through its Commissioner, and the Supervisor of the Trails Bureau, County of Merrimack, State of New Hampshire, both with a mailing address of State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation, Trails Bureau, 172 Pembroke Road, Concord, New Hampshire 03301, ("DNCR").

RECITALS

WHEREAS, the State of New Hampshire acting by and through DNCR wishes to have BAYROOT grant access to the citizens of New Hampshire and other members of the public to a certain system of off highway recreational vehicle ("OHRV") trails described below for recreational purposes;

WHEREAS, BAYROOT is willing to grant such access provided that such access can be granted with statutorily limited liability to BAYROOT, and can be granted at no cost to BAYROOT, and provided that DNCR is willing to establish, maintain and patrol said trails during such times as this Agreement remains in effect;

WHEREAS, DNCR is the Easement Holder under a Conservation Easement on the Premises, conveyed by a Corrective Deed dated December 27, 2018 and recorded in the Coos County Registry of Deeds at Book 1503, Page 833, and said Conservation Easement includes the

following provision at Section 5.E.iv: "The Fee Owner and Easement Holder may mutually agree, in writing, to enter into separate agreement(s), referred to as "Public Access Agreement", for Public Off-Highway Recreational Vehicle (OHRV) trail use... over and across the Property. Such agreements shall describe the rights and responsibilities of the parties related to such trails and recreational activities;" and

WHEREAS DNCR has concluded, in its sole discretion, that this Agreement is consistent with the goals and terms of the Conservation Easement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, BAYROOT and DNCR hereby agree as follows:

1. Description:

BAYROOT grants permission to the public, in the manner and subject to the conditions and restrictions stated in this Agreement, over and across certain lands of BAYROOT in Success for the purpose of the location, relocation, establishment, construction, reconstruction, installation, erection, improvement, maintenance, repair, use, patrol, discontinuance, retirement, abandonment and restoration of a system of designated trails for Off Highway Recreational Vehicles, including designated bridges/culverts across streams, ("Trail(s)"), along with designated trailhead parking and sanitary facilities at strategic points. For this agreement, the definition of Off Highway Recreational Vehicles includes trail bikes.

2. Description of Property:

The Trails are over and across certain lands of BAYROOT located in the unincorporated township of Success in the State of New Hampshire, hereinafter referred to as the "Premises". The locations of Trails are restricted to the designated trails as shown on the attached map, "Exhibit A - Location Map of Trails upon Lands of Bayroot LLC", which Exhibit A is attached hereto and made a part hereof. This Agreement shall be subject to the rights of either party hereto to alter, to close, to relocate, to discontinue and/or to establish new designated Trails as set forth herein.

3. Term:

The term of this Agreement shall commence on the date of approval of Governor and Executive Council and, unless sooner terminated in accordance with this Agreement or applicable law, shall terminate on December 31, 2028. This Agreement shall be subject to the rights of either party hereto to terminate this Agreement as set forth herein.

4. Payment:

4.1 DNCR shall pay BAYROOT during the term an administrative fee of $6,750 to cover BAYROOT administrative work with DNCR and property-related coordination work relating to the public use of Trails. The payment of the administrative fee shall be made in five (5) annual installments of $1350 (for each of 2024, 2025, 2026, 2027, and 2028) with the first payment due within 30 days of approval of this Lease by the Governor and Executive Council and subsequent payments on or before May 1 of each year. The fee to be paid pursuant to this Agreement shall not be construed as or deemed as a payment to allow public access to the Premises but rather solely to compensate BAYROOT for the costs incurred in connection with allowing such access. Total payment is calculated at $0.09/acre with the parcel being 14,987.86 acres as determined by Exhibit A.

4.2 Notwithstanding anything to the contrary contained herein, it is understood and agreed that all payments of all sums by DNCR hereunder are contingent upon availability and continued appropriation of State funds, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, DNCR may terminate this Agreement in whole or in part immediately.

4.3 If at any time during the term of this Agreement (a) the parties agree to materially increase or decrease the length of the Trails on the Premises, (b) the parties agree to alter the Premises as provided for in Item 10.1 herein, or (c) BAYROOT withdraws from this Agreement any of the Premises as provided for in Item 10.2 herein, or otherwise, the subsequent annual installments shall be adjusted proportionally by the change in trail mileage. Any such annual administrative fee installment adjustment calculation shall be made at the rate of $100/per mile of trail. Any adjusted annual installment shall be as invoiced by BAYROOT.

5. BAYROOT's Obligations and Reserved Rights:

5.1 BAYROOT permits the public to use the Trails for public recreational purposes only.

5.2 Subject to the terms of this Agreement, BAYROOT permits DNCR, at DNCR's own expense, to locate, to relocate, to establish, to construct, to reconstruct, to install, to erect, to improve, to maintain, to repair, to use, to patrol, to discontinue, to retire, to abandon and to restore the Trails for public recreational purposes only.

5.3 Annually, prior to May 1, BAYROOT shall review DNCR's map of the proposed Trail locations (presented by DNCR to BAYROOT prior to April 1), and BAYROOT shall indicate to DNCR approved Trail locations. The locations of all such Trails shall be subject to BAYROOT's approval.

5.4 BAYROOT permits DNCR to cut and remove trees, brush and other obstacles from the Trails to a width of twelve (12) feet. All hazardous trees and brush leaning in the Trails may be cut and removed.

5.5 BAYROOT permits DNCR to perform site preparation, including the cutting and removal of standing trees for bridge/culvert installation.

5.6 BAYROOT permits DNCR to install gates and construct passways through fences and stonewalls, to the extent required and subject, in each instance, to BAYROOT's prior written approval.

5.8 BAYROOT shall execute the forms necessary for DNCR to obtain all governmental approvals, permits, authorizations, and licenses required for DNCR to exercise its rights or carryout its obligations under this Agreement.

5.9 In the event that BAYROOT plans any timber harvesting or other activity that may impact the safety of the use of the trails and require temporary closure or relocation of a trail or facility, BAYROOT shall promptly communicate this to DNCR no later than 48 hours before the timber harvesting or activity is scheduled to begin.

6. DNCR's Obligations:

6.1 DNCR, at its own expense, shall observe and be in compliance with all Federal, State and Municipal laws and regulations, as such laws and regulations may now be or may hereafter become applicable to Trails.

6.2 DNCR, unless otherwise mutually agreed upon, shall have the full responsibility of giving notification and/or applying for and obtaining any and all Federal, State or Municipal governmental approvals, permits, authorizations, or licenses relating to DNCR's exercise of rights hereunder, including consents required from DNCR under the Conservation Easement and this Agreement. DNCR shall not commence or perform any location, relocation, establishment, construction, reconstruction, installation, erection, improvement, maintenance, repair, use, patrol, discontinuance, retirement, abandonment or restoration of Trails on land of BAYROOT until after DNCR has given such notifications and/or applied for and obtained any such governmental approvals, permits, authorizations, or licenses required for such action, and copied same to BAYROOT, if any.

6.3 DNCR's location, relocation, establishment, construction, reconstruction, installation, erection, improvement, maintenance, repair, use, patrol, discontinuance, retirement, abandonment or restoration of Trails shall be undertaken only in conformity with the Conservation Easement (a) any and all Federal, State and Municipal laws and regulations, and consistent with any and all approvals, permits, authorizations or licenses issued pursuant thereto and (b) best management practices for such work (i.e. Best Management Practices for Erosion Control During Trail Maintenance and Construction, published January 2017 by the New Hampshire Bureau of Trails).

6.4 DNCR, at its own expense, shall locate, relocate, establish, construct, reconstruct, install, erect, improve, maintain, repair, use, patrol, discontinue, retire, abandon and restore Trails in a manner that minimizes soil erosion, sedimentation and stormwater runoff.

6.5 DNCR, at its own expense, may as a portion of a Trail, install a stream crossing with a bridge or culvert. Such stream crossing installation shall be at a location and of design and with materials as approved by BAYROOT.

6.6 For timber (permitted to be cut by DNCR), DNCR shall pay BAYROOT the current rate for the highest market use of the tree.

6.7 Annually, prior to April 1, DNCR shall present to BAYROOT a map of the proposed Trail locations for BAYROOT's review and approval. The locations of all such Trails shall be subject to BAYROOT's approval.

6.8 Within forty-eight (48) hours of receipt of written notice from BAYROOT to DNCR, DNCR shall close any Trail (or portion thereof), as requested by BAYROOT, that in the sole

determination of BAYROOT, the woods operations of BAYROOT or its contractors would make use of any such Trail (or portion thereof) hazardous to the public. The parties agree to work together to relocate the Trail (or portion thereof) so as to minimize the interruption of public use of such Trail (or portion thereof).

6.9 Within forty-eight (48) hours of receipt of written notice from BAYROOT to DNCR, DNCR shall close any Trail (or portion thereof), as requested by BAYROOT, that in the sole determination of BAYROOT, is causing unacceptable erosion, or is causing unacceptable sedimentation into a water body or stream. The parties agree to work together to mitigate any cause of erosion or sedimentation along a Trail (or portion thereof), and/or to relocate the Trail (or portion thereof) so to minimize the interrupt of public use of such Trail (or portion thereof).

6.10 DNCR, at its own expense, shall regulate the use of Trails by the public.

6.11 DNCR, at its own expense, shall maintain Trails in good, safe, and usable condition.

6.12 DNCR, at its own expense, shall be responsible for the appearance of all Trails and for maintaining the Trails in a good, clean and orderly condition and manner, and in such manner as not to be objectionable to BAYROOT or detract from the aesthetic values of the general area. DNCR shall regularly patrol the Trails, and to pick up and to dispose of all trash and debris resulting from the public's use of the Trails.

6.13 DNCR shall not construct or erect, or permit the construction or erection of, any structure or building on the Premises, and shall not make any improvements on or to the Premises which would alter or injure the natural aesthetic quality of the surrounding area or the Premises' Current Use status.

6.14 DNCR shall not make any strip or waste of any portion of the Premises.

6.15 DNCR, at its own expense, shall be responsible for placing and maintaining necessary trail and facility signs along the Trails so to adequately mark Trails. All such signs shall be affixed to freestanding posts and shall not be nailed or otherwise attached to live trees.

6.16 DNCR, at its own expense, shall erect signs supplied by BAYROOT that inform the public that private lands are being made available for public use and should be used with respect.

6.17 Any Trail maps published or otherwise made available through DNCR for the use of the public shall be consistent with Exhibit A (as may be revised from time to time pursuant to this Agreement) and reviewed and approved by BAYROOT.

6.18 DNCR shall not apply any chemicals or use any hazardous substances on the Premises without the prior written approval of BAYROOT and only in compliance with all applicable laws and regulations.

6.19 Upon the expiration of the Term or earlier termination of this Agreement, DNCR, at its own expense, shall discontinue, retire, abandon, restore and /or stabilize each of the Trails as mutually agreed to with BAYROOT. This covenant shall survive the termination of this Agreement.

7. Liability Provisions; Sovereign Immunity:

7.1 It is expressly understood by the parties that (i) the payment provided hereunder is not a payment to allow public access to the Premises, but shall compensate the landowner in part for actual costs associated with allowing such access, and (ii) they intend that BAYROOT shall retain all protections afforded by the limitations of landowner liability provisions set forth in New Hampshire RSA 212:34 and RSA 508:14.

7.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of this Agreement.

7.3 Following the expiration or earlier termination of this Agreement, and after the completion of closing out the Trails in accordance with this Agreement, DNCR shall have no liability for any claims, damages, demands, judgments, fines, liabilities, losses, and other expenses including attorneys' fees arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage or other claims.

8. Termination:

8.1 Termination for Cause. In the event that DNCR (a) fails to perform any of its obligations hereunder in a timely or satisfactory manner, (b) uses or allows the use of the Premises for any purpose or in any other manner except as herein specified, (c) fails to pay any administrative fee installment when due (whether payment is demanded or not), or (d) fails to perform or comply with any of the obligations, conditions, or restrictions set forth in this Agreement, BAYROOT, its successors or assigns, may terminate or annul this Agreement so far as all further rights of DNCR or the general public hereunder are concerned, and repossess the Premises and hold the

Premises free and clear of all claims of DNCR or the general public under this Agreement. Furthermore, in the event that the use of the Trails as contemplated by this Agreement shall result in any increase in BAYROOT's real estate property taxes, or the assessment of any penalty for removal of the Trails' areas from Current Use, BAYROOT may terminate or annul this Agreement so far as all further rights of DNCR or the general public hereunder are concerned, and repossess the Premises and hold the Premises free and clear of all claims of DNCR or the general public under this Agreement. Written notice of any such determination by BAYROOT pursuant to the prior two sentences shall be served upon DNCR by certified mail, return receipt requested, send to the DNCR address as specified below, specifying the nature of the default or breach. If upon the expiration of fourteen (14) days from the delivery of such notice, the default or breach is not remedied, then BAYROOT may immediately terminate this Agreement. No failure on the part of BAYROOT, or its successors or assigns, to enforce a forfeiture by DNCR of this Agreement, or to terminate this Agreement for any default or breach by DNCR of any agreement, condition or restriction herein contained, shall be construed as a waiver of the right to enforce a subsequent forfeiture or a subsequent default or breach of the same or any other agreement, condition or restriction herein contained.

8.2 Termination without Cause. Either party hereto may terminate this Agreement by giving written notice to the other party hereto at least ninety (90) days prior to the effective date of the termination. Any such notice shall be sent by certified mail, return receipt requested, to the address of the party hereto being notified as specified below.

8.3 It is further understood and agreed, that at the termination of this Agreement, all fixtures and personal property of DNCR shall be removed from the Premises within ninety (90) day from the date of termination. DNCR hereby agrees that any fixtures and personal property of DNCR remaining on the Premises after the expiration of said 90 days shall be and become then the property of BAYROOT. BAYROOT, however, reserves the right to require that DNCR shall remove the same within the 90 day period if it so demands.

9. <u>Assignment and Sublease</u>:

9.1 Neither party shall assign, sublet or otherwise transfer any interest in this Agreement, or underlet the Premises or any portions thereof, nor give or surrender the same to any other persons without written consent of both parties. Notwithstanding the foregoing, in the event of a

sale of the Premises in its entirety, BAYROOT may assign this Agreement in its entirety to the buyer of the Premises without DNCR consent.

10. Amendment:

10.1 During the term of this Agreement, or any of its extensions or renewals, DNCR and BAYROOT may negotiate to alter, by mutual accord, the Premises and Trails as described above.

10.2 RESERVED

10.3 During the term of this Agreement, or any of its extensions or renewals, DNCR and BAYROOT may negotiate to alter, to close, to relocate, to discontinue and/or to establish new locations of Trails, by mutual accord. Such revised locations shall be located, established, used and discontinued with the written permission of BAYROOT's designated agent and amendment of Exhibit A. Such amendment of Exhibit A shall be signed by designated agents of both parties.

10.4 Except as expressly provided otherwise herein, this Agreement may be modified, waived or discharged only by a written instrument signed by the parties.

11. Special Provisions:

11.1 The State of New Hampshire shall provide BAYROOT with a liability insurance coverage, naming BAYROOT and its forest management consultant (presently Wagner Forest Management, Ltd.). Said coverage has a limit of $1,000,000 per occurrence with a $1,000,000 aggregate for bodily injury and property damage as a result of a covered loss. In addition, the coverage provides an excess Liability Policy of $1,000,000 of coverage for each occurrence and $1,000,000 aggregate. Combined coverage provides a total limit of $2,000,000 aggregate for each covered loss. A certificate of liability insurance evidencing such coverage shall by delivered to BAYROOT annually by January 1 of each year.

11.2 All rights granted to the public and DNCR under this Agreement are non-exclusive, and BAYROOT reserves the right for itself and its employees, guests, servants, agents, tenants, successors, and assigns to cross, to enter upon, to occupy, to possess and to enjoy the Premises at any and all times in any way for any purpose, including but not limited to, the construction, maintenance, use and discontinuance of road, bridges and log yard landings, the taking off and

hauling of any trees, forest management activities, or the excavation, removal and hauling of gravel and sand.

11.3 Nothing contained in this Agreement shall be construed as creating, expressly or by implication, an easement in favor of DNCR, any member of the public, or the public in general.

11.4 This Agreement shall not be deemed to create any private right of action, and no private person shall have any rights to enforce the terms hereof.

11.5 If at any time during the term of this Agreement DNCR shall desire to terminate any portion of the Trails or any portion of the seasonal uses, then it shall do so by notifying BAYROOT by written notice at least thirty (30) days in advance.

11.6 It is also understood and agreed that no Off Highway Recreational Vehicles will be permitted on any Trails during the spring mud season. Appropriate trail closure dates are to be mutually agreed upon by the parties hereto.

11.7 Choice of Law and Forum: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

12. Notice:

Any notice, demand or communication required or permitted to be given under the terms of this Agreement shall be deemed to have been duly given and made if given by any of the following methods.

a. Deposited in the United States mail in a sealed envelope, postage prepaid, by registered or certified mail, return receipt requested, or sent by overnight mail service or electronic transmission, in each instance respectively addressed as follows:

To BAYROOT LLC: Bayroot LLC
Attn: Dan Hudnut
150 Orford Rd, P.O. Box 160

Lyme, NH 03768
Phone: 603.795.2002.
Email: dhudnut@wagnerforest.com

To DNCR: NH Department of Natural and Cultural Resources
Division of Parks and Recreation, Trails Bureau
Attn.: Craig Rennie, Chief
172 Pembroke Road,
Concord, NH 03301
Phone: 603-271-4159
Email: Craig.D.Rennie2@dncr.nh.gov

b. Given in hand to the addressees listed above; OR

c. Electronic notification with e-signatures.

Any such notice shall be deemed effective upon its receipt by the other party.

{Signatures appear on following page.}

The parties hereto have caused the Agreement to be executed on the date and year above written.

Digitally signed by Daniel H. Hudnut
Date: 2024.08.14 15:21:29 -04'00'

8/14/24

Bayroot LLC
Wagner Forest Management, Ltd., Its Manager
Daniel H. Hudnut, President

Date

9/13/2024

Sarah L. Stewart
Commissioner
Department of Natural and Cultural Resources

Date

Approved as form, substance and execution: OFFICE OF THE ATTORNEY GENERAL

Sheri Phillips

9/18/2024

Attorney General

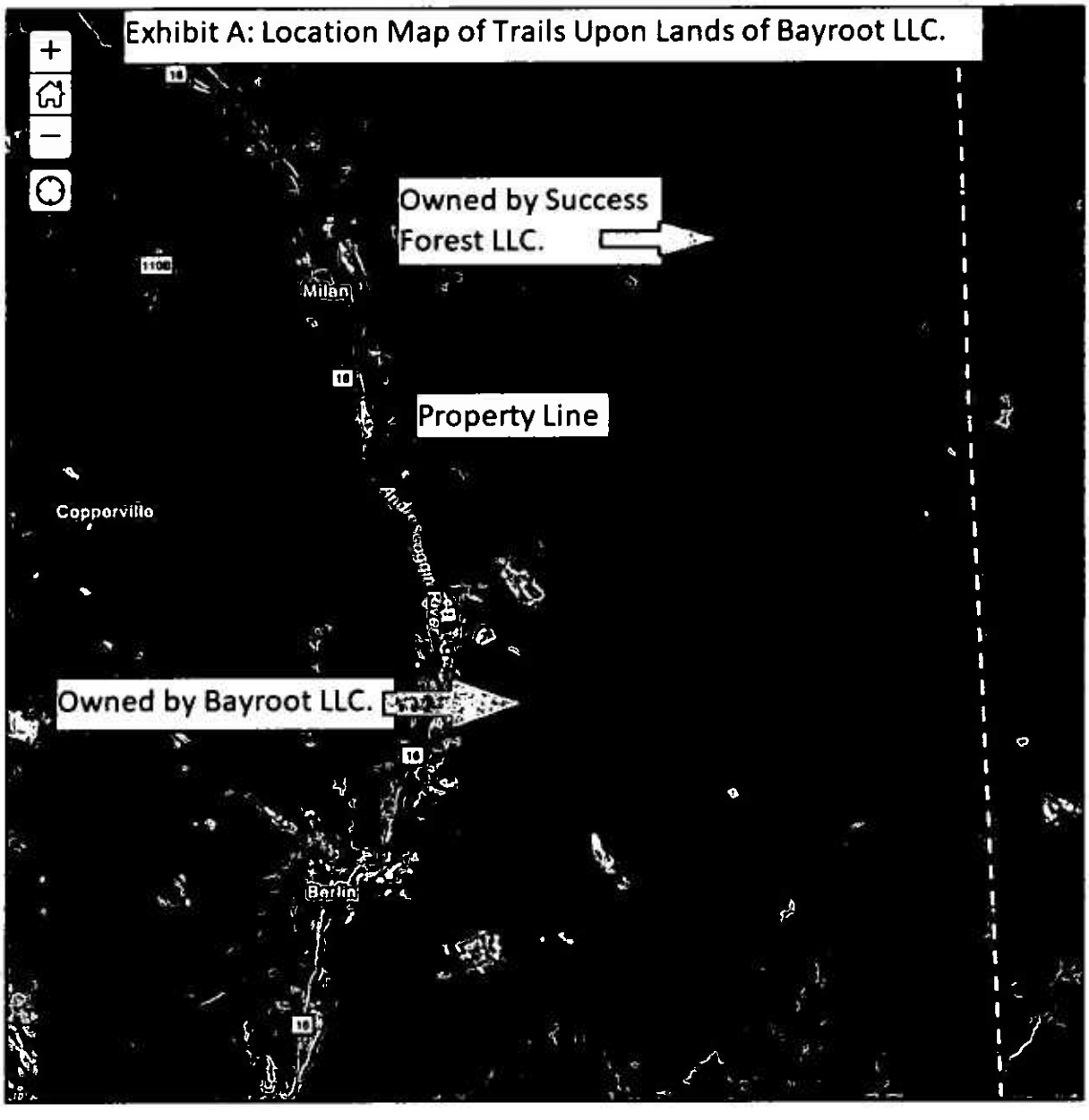
Date

Approved by Governor and Council at the _____ meeting as Item # _____.

EXHIBIT A

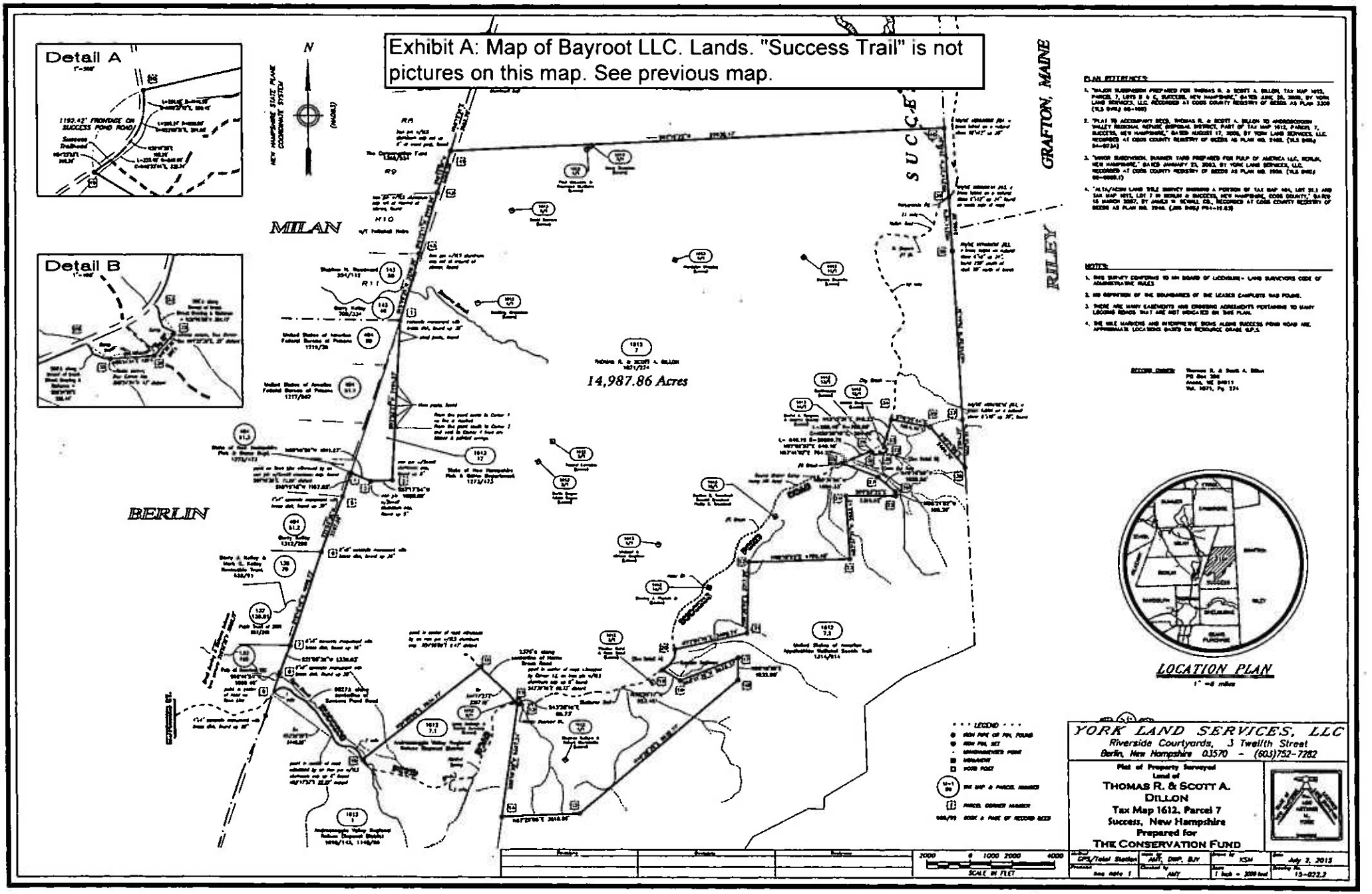
Location Map of Trails Upon Lands Of Bayroot LLC

Location Map of Trails upon lands of Bayroot LLC which the Trails Bureau of the Department of Natural and Cultural Resources will manage as OHRV Trails, pursuant to the terms of this agreement.



Second Location Map of Trails upon lands of Bayroot LLC (dated July 2, 2015) which the Trails Bureau of the Department of Natural and Cultural Resources will manage as OHRV Trails, pursuant to the terms of this agreement.

Exhibit A: Map of Bayroot LLC. Lands. "Success Trail" is not pictures on this map. See previous map.



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BAYROOT LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 18, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **452994**

Certificate Number: **0006755293**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of August A.D. 2024.

David M. Scanlan

Secretary of State

Business Information

Business Details

Business Name:	BAYROOT LLC	Business ID:	452994
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	11/18/2003	Name in State of Formation:	BAYROOT LLC
Date of Formation in Jurisdiction:	11/18/2003		
Principal Office Address:	150 ORFORD ROAD BOX 160, LYME, NH, 03768, USA	Mailing Address:	150 Orford Road Box 160, Lyme, NH, 03768, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	2024
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / INVEST DIRECTLY OR INDERECTLY IN FOREST PROPERTIES	

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Principals Information

Name/Title	Business Address
Wagner Forest Management, Ltd. / Manager	150 Orford Road, Lyme, NH, 03768, USA

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Registered Agent Information

Name:	Daniel H. Hudnut
Registered Office Address:	c/o Wagner Forest Management, Ltd., 150 Orford Road, PO BOX 160, Lyme, NH, 03768, USA
Registered Mailing Address:	c/o Wagner Forest Management, Ltd., 150 Orford Road, PO BOX 160, Lyme, NH, 03768, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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Certificate of Authority #6 (Limited Partnership, or LLC- Corporate General Partner or Manager)

Corporate Resolution

I, Keith Milone **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)

of Wagner Forest Management, Ltd., Manager of Bayroot LLC. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)

meeting of the Board of Directors/shareholders duly called and held on June 13 20 24, at which a quorum of the directors/shareholders were present and voting.

Voted: That Daniel H. Hudnut, President is duly
(Name and Title of authorized person)

authorized to enter into contracts on behalf of Wagner Forest Management, Ltd., as Manager of Bayroot LLC ~~a limited~~
(Name of Corporation)

~~partnership~~ with the Department of Natural and Cultural Resources, State of New Hampshire and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and affect as the August 14, 20 24. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATE: 08/14/2024 **ATTEST:** Keith Milone Digitally signed by Keith Milone Date: 2024.08.14 15:06:52 -04'00' **TITLE:** Executive Vice President
(Signature of person attesting) *(Title of person attesting)*