



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF FORESTS & LANDS

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April 1, 2025

Her Excellency, Governor Kelly A. Ayotte
 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 as described in Appendix B on 4,103 +/- acres in the town of Gorham in Coos County, New Hampshire, known as the “Androscoggin Valley Corridor Project” (the Project) for an amount not to exceed \$1,665,000 for the purpose of protecting natural resources and ensuring continued access to the properties, effective upon Governor and Executive Council approval. 100% Federal Funds.

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

	<u>FY 2025</u>
03-035-035-351010-35460000-033-509033 Land Acquisition & Easement	\$1,665,000

EXPLANATION

The Department has received a Federal Financial Assistance Award of \$1,665,000 under the State Grant Option of the Forest Legacy Program (Grant Award #22-DG-11094200-109) for the Project. The conservation of the 4,103 +/- acres, contained in a tract (Property), will protect a significant conservation and woodland resource. Rising from the valley floor of the Androscoggin River in the town of Gorham in Coos County, the project spans a connective corridor between conserved lands and significant forest blocks, and forms the scenic backdrop for downtowns, recreational trails, and scenic byways. The project includes high quality forest soils, an 8.5-mile boundary with the White Mountain National Forest, 34 miles of riparian frontage, 24 miles of recreational trails, and New Hampshire’s largest bat hibernaculum.

The total Forest Legacy payment for the Conservation Easements will not exceed \$1,665,000 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 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. The project consists of three tracts (Mascot Mine, Pine Mountain, and Cascade) with a conservation easement for each.

PURPOSES

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

1.A- To preserve and conserve open spaces and scenic values, particularly the conservation of the Property’s approximately 1,292 acres of productive forest land, for the enjoyment and education of the general public.

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

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.

1.D- To preserve and conserve waterfront, 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.

1.E- To assist in the implementation of the Town of Gorham Master Plan (as adopted January 15, 2020), which includes a goal of working collaboratively to protect natural resources, and to prioritize conservation lands to create contiguous corridors for forestry, recreation and habitat.

USE LIMITATIONS

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.

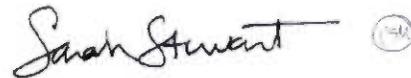
No agreements relating to ecosystem service markets shall be made regarding the Property that are or are likely to become inconsistent with the FLP purposes, terms of the Easement, or other documents incorporated by reference.

Respectfully submitted,



Patrick D. Hackley
Director

Concurred,



Sarah L. Stewart
Commissioner

STATE OF NEW HAMPSHIRE

Inter-Department Communication

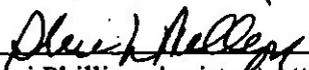
DATE: October 23, 2024

FROM: Sheri Phillips, Assistant Attorney General
New Hampshire Department of Justice

SUBJECT: Grant of New Hampshire Forest Legacy Conservation Easement on land known as the Cascade Property, located in the Town of Gorham, County of Coos, State of New Hampshire

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

The Office of the Attorney General has reviewed the attached Grant of Conservation Easement ("Easement") pertaining to a parcel of land ("Property") currently owned by the Gorham Land Company, LP ("Fee Owner"), which grants a Conservation Easement to the State of New Hampshire, Department of Natural and Cultural Resources. The Property contains approximately 1,292 +/- acres known as the Cascade Property located in the Town of Gorham, Coos County, New Hampshire and described in Appendix A of the Easement. The Grant of Conservation Easement was reviewed and is approved as to form and substance only. Following approval by the Governor and Executive Council, please submit the fully executed Grant of Conservation Easement with all supporting documentation for approval of execution prior to recordation in the Registry of Deeds.



Sheri Phillips, Assistant Attorney General
Office of Attorney General, Department of Justice

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE: October 23, 2024

FROM: Sheri Phillips, Assistant Attorney General
New Hampshire Department of Justice

SUBJECT: Grant of New Hampshire Forest Legacy Conservation Easement on land known as the Mascot Mine Property, located in the Town of Gorham, County of Coos, State of New Hampshire

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

The Office of the Attorney General has reviewed the attached Grant of Conservation Easement ("Easement") pertaining to a parcel of land ("Property") currently owned by the Gorham Land Company, LP ("Fee Owner"), which grants a Conservation Easement to the State of New Hampshire, Department of Natural and Cultural Resources. The Property contains approximately 1,008 +/- acres known as the Mascot Mine Property located in the Town of Gorham, Coos County, New Hampshire and described in Appendix A of the Easement. The Grant of Conservation Easement was reviewed and is approved as to form and substance only. Following approval by the Governor and Executive Council, please submit the fully executed Grant of Conservation Easement with all supporting documentation for approval of execution prior to recordation in the Registry of Deeds.



Sheri Phillips, Assistant Attorney General
Office of Attorney General, Department of Justice

STATE OF NEW HAMPSHIRE

Inter-Department Communication

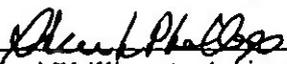
DATE: October 23, 2024

FROM: Sheri Phillips, Assistant Attorney General
New Hampshire Department of Justice

SUBJECT: Grant of New Hampshire Forest Legacy Conservation Easement on land known as the Pine Mountain Property, located in the Town of Gorham, County of Coos, State of New Hampshire

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

The Office of the Attorney General has reviewed the attached Grant of Conservation Easement ("Easement") pertaining to a parcel of land ("Property") currently owned by the Gorham Land Company, LP ("Fee Owner"), which grants a Conservation Easement to the State of New Hampshire, Department of Natural and Cultural Resources. The Property contains approximately 1,803 +/- acres known as the Pine Mountain Property located in the Town of Gorham, Coos County, New Hampshire and described in Appendix A of the Easement. The Grant of Conservation Easement was reviewed and is approved as to form and substance only. Following approval by the Governor and Executive Council, please submit the fully executed Grant of Conservation Easement with all supporting documentation for approval of execution prior to recordation in the Registry of Deeds.



Sheri Phillips, Assistant Attorney General
Office of Attorney General, Department of Justice

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
of Gorham of Coos County, State of New Hampshire**

Gorham Land Company LP, with a mailing address of P.O Box 278, Gorham, New Hampshire, 03581 ("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 Town of Gorham, County of Coos, 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 1,292+/- acres, of high-quality timberland in the Northern Forest that has been under continuous forest management since the late 1800s;

WHEREAS, there are numerous surface water resources on the Property, including 12.68 miles of frontage along various tributary streams, all of which drain into the Androscoggin River an important corridor for wildlife and recreation, and approximately 6.3 acres of wetlands and approximately one acre of an unnamed undeveloped pond, all being valuable wildlife habitat and recreational resources;

WHEREAS, the Property contains valuable wildlife habitat including a 32-acre dry rocky red oak-northern hardwood forest including Red Oak-Ironwood-Pennsylvania Sedge Woodland, small areas of Birch-Mountain Maple Wooded Talus, and Hemlock-Oak-Northern Hardwood Forest, located at 1,400-1,900 feet on steep southwest-facing slope of Cascade Mountain, and has been identified as a significant wildlife conservation area through the New Hampshire *Wildlife Action Plan* (2015);

WHEREAS, the Property contains habitat that supports rare and threatened species, that are known to occur on or near the Property, including State endangered Back's Sedge;

WHEREAS, the Property is an important resource for such recreational activities as hiking, hunting, fishing and snowmobiling;

WHEREAS, the Property enhances the forest management, wildlife habitat, and public recreation goals of the State of New Hampshire as it is part of a larger landscape of protected lands in the Androscoggin Valley, and shares a 1.99 mile boundary with the U.S. Forest Service's White Mountain National Forest;

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 1,292 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 waterfront, 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 Gorham Master Plan (as adopted January 15, 2020), which includes a goal of working collaboratively to protect natural resources, and to prioritize conservation lands to create contiguous corridors for forestry, recreation and habitat.

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 the Property shall be managed to maintain a minimum of seventy-five percent (75%) of its land area as forest land and no portion of the Property that is forested at the time of the establishment of this Easement may be converted to non-forest uses (including compatible non-forest uses), except as authorized in the Multi-Resource Management Plan. 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. Forest Management Activities shall be performed in accordance with the Multi-Resource Management Plan for the Property, as described in Section 2.E (“Multi-Resource Management Plan”).

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 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 are or are 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 Fee Owner 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 (and the Department of Natural and Cultural Resources, Division of Forests and Lands if the Division of Forests and lands is no longer the Easement Holder) will determine the compatibility of the market participation. As needed and appropriate to make the determination, the Department of Natural and Cultural Resources, Division of Forests and Lands 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. 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 Recreation 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 { _____, _____, 20__ }, was submitted by the Fee Owner and approved by the State Forester or designee on behalf of the Easement Holder on { _____, _____, 20__ } (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. Property Transfer. In the event of a transfer of title to the Property, a subsequent Fee Owner must adopt a Multi-Resource Management Plan. This may be done 1) with notice to the Easement Holder, by adopting the prior Fee Owner’s existing Multi-Resource Management Plan for the Property and, if so adopted, operating consistently with that plan, or 2) by submitting a new Multi-Resource Management Plan; upon review and approval of such Multi-Resource Management Plan pursuant to subparagraph (iii) above, such Multi-Resource Management Plan is considered adopted by the new Fee Owner, and that Fee Owner must operate within the constraints of such plan.

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 Certain areas of the Property shall be designated as a “Special Management Area”.

known as “Riparian Wildlife Corridor, Wetland Habitat Areas”. The total Special Management Area acreage is approximately 125.6 acres. The locations and acreage of the Special Management Areas on the date of the Easement shall be identified in a 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 Special Management Areas, provided, however, that such adjustments shall occur only with the mutual consent of the parties. After any adjustment, certain areas previously designated as Special Management Areas may, with the mutual consent of the parties, no longer be designated Special Management Areas and other areas may, with the mutual consent of the parties, be designated Special Management Areas. 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 Special Management Areas total acreage below what it is on the date of the Easement.

ii. Management Purpose. The management purpose for the Special Management Areas is to maintain a high quality buffer around the identified tributaries and wetlands that provides an array of ecological benefits, including but not limited to: buffering aquatic and wetland plants and animals from disturbance, including state and federally rare, threatened and endangered species; buffering tributaries to maintain water temperatures appropriate to promote reproduction for cold water fisheries; preventing wetland and water-quality degradation; providing important plant and animal habitat; providing adequate corridors for species that require such areas for their seasonal, annual, or dispersal movements/migrations; and providing organic matter, nutrients, and structure to aquatic systems.

iii. Management of Special Management Areas. Special Management Areas shall be managed to protect the natural and/or cultural resource qualities associated with these areas as follows:

- a. in accordance with the Stewardship Goals set forth in Section 2.C;
- b. in accordance with the recommendations of the publication “Good Forestry in the Granite State”, and successor documents, as they apply to the qualities to be protected within the Special Management Areas, as more particularly set forth in the ‘Forest Management in Riparian Areas’. Provided, however, that the Fee Owner may, with the consent of the Easement Holder, take actions or pursue such treatments of the Special Management Areas that are not in accordance with such publication if such actions or treatments continue to protect the special qualities of these areas and such actions and treatments are consistent with the Purposes and the Stewardship Goals; and
- c. in accordance with “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” and successor documents.

iv. Riparian Areas.

- a. The principal goal for management within the Riparian Areas 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.
- b. The Riparian Areas shall be managed in compliance with the following additional provisions and restrictions:
 1. Riparian Areas. For the purposes of defining Riparian Areas and guiding Forest Management Activities in compliance with the Easement, the width and location of the Riparian Areas are as depicted on the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report. The Riparian Areas widths used to develop the Special Management Area are designated in “Good Forestry in the Granite State”.
 - a) The width of Riparian Management Areas shall be measured upland from the normal high-water mark of the water body or wetland edge, on both sides of a stream. The widths of and management for Riparian Management Zones and No Harvest Zones shall be determined in accordance with the recommendations set forth in the “Good Forestry in the Granite State”, section pertaining to ‘Forest Management in Riparian Areas, Guidelines for Riparian Management Zones, Recommended’. Riparian Management Areas may be modified as appropriate, as agreed to by the Easement Holder and Fee Owner, based upon the specific conditions of the site, including but not limited to, flooding zones, slopes, erodible soils, riparian vegetation communities, and roads.
 - b) Log yards, landings, and staging areas may be constructed in Riparian Areas in accordance with “Good Forestry in the Granite State” and in accordance with the then current best management practices for the sites, soils and terrains of the Property as described in the “Best Management Practices”.
 - c) The number and width of crossings shall be kept to a minimum and said crossings shall include the installation of all erosion control devices and employ all recommended practices described in the “Best Management Practices”.

- d) This Section is not to be interpreted as restricting the ability of the Fee Owner to maintain and construct, and with the written consent of the Easement Holder to relocate, roads, bridges and crossings within such Riparian Management Areas as are otherwise permitted in the Easement and in compliance with the Multi-Resource Management Plan.

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 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 a tract in the Town of Gorham, Coos County, New Hampshire, as more particularly described on a survey plan recorded in the Coos County Registry of Deeds, Plan # { }. The tract shall not be subdivided, and shall be conveyed as a whole. 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, consistent with 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 irremediably destructive of significant conservation interests.

vi. the total area of the Property impacted at any one time by excavation, including excavated areas not re-graded and not reclaimed, and any area occupied by waste piles, shall not exceed five (5) acres and no single area impacted at one time by excavation, as described above, shall exceed three (3) acres. Depleted excavation areas shall be reclaimed before the total extraction area may be extended. Reclamation of the previously allowed excavation area(s) shall consist of permanently stabilizing the area by grading and re-vegetation. Reclamation shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

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, 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 the Property, except as specifically allowed in Section 3.C (“Signage”), and Section 5.E (“Public Access”).

2.O Access Easements. New easements of ingress or egress in favor of any third party shall only be created or developed into, on, over, under or across the Property with prior written consent between the Easement Holder and the Fee Owner. Prior written approval by the Division of Forests and Lands and the USDA Forest Service is required for any permanent easement or other long-term encumbrance authorizing use of the Property by a third party that could – (1) have an appreciable adverse impact on the Conservation Values, or (2) materially diminish the financial value of the property interest acquired with FLP funds.

2.P Utility Easements. New easements for utilities, or the expansion of existing easements for utilities, shall only be created or developed into, on, over, under or across the Property with prior written consent between the Easement Holder and the Fee Owner. Prior written approval by the Division of Forests and Lands and the USDA Forest Service is required for any permanent easement or other long-term encumbrance authorizing use of the Property by a third party that could – (1) have an appreciable adverse impact on the Conservation Values, or (2) materially diminish the financial value of the property interest acquired with FLP funds.

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, and information kiosks.. 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.

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.I. (“Structures”) and 2.J. (“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. Fee Owner may construct, maintain, and use permanent Forestry structures including but not limited to sugar houses, Forestry equipment sheds, firewood drying sheds, or other structures that directly support forest management and recreational activities on the Property (hereinafter, “Forest Management and Recreational Development Sites”). Fee Owner’s right to develop such sites, together with necessary access roads and utilities to support the use of the sites, is subject to the following:

- a. Location. The specific location of each Forest Management and Recreational Development Site shall be approved in advance by Easement Holder, which approval shall not be unreasonably withheld provided that the proposed site is located in a manner that is consistent with the Purposes of the Easement, is not sited within important ecological areas, and has a minimal impact on the resource values of the Property;
- b. Structures and Improvements within Forest Management and Recreational Development Sites. Prior to the construction or installation of any structures or

improvements, or any material changes to existing structures or improvements or their use within any Forest Management and Recreational Development Site, Fee Owner shall first obtain the prior written approval of Easement Holder, which approval shall not be unreasonably withheld or conditioned provided that:

- i. Such structures and improvements are used exclusively in functional support of on-site, low-intensity Outdoor Recreation activities or forest management conducted on the Property and not for the processing of forest products originating from other properties;
- ii. Such structures and improvements are the minimum size reasonably necessary to accommodate the proposed management activity and the number of such structures and improvements are commensurate with the size of the Property; and
- iii. The use of such structures is consistent with and in support of the Purpose of this Easement.

The Easement Holder may condition their approval of any structures under this clause to ensure that such structures are appropriately limited in size, scale, location and use and are consistent with the Purpose of this Easement.

c. **Utilities and Access Roads.** If the provision of utility services and/or an access road to serve any Forest Management and Recreational Development Site are proposed to be located on the Property outside of any designated development sites, such activity shall require prior written approval of the Easement Holder as part of the approval of the Forest Management and Recreational Development Site. Easement Holder's approval shall not be unreasonably withheld provided that such utilities and access roads are used solely in support of permitted uses of the Forest Management and Recreational Development Site/s and the location of such utilities and access roads are consistent with the Purposes of the Easement, are not located in important ecological areas, and are the minimum length, distance and size necessary. If an easement is proposed to be granted to any utility provider, prior written approval shall be required in accordance with Section 2.O and 2.P. of this Easement;

d. **Incorporation into the Multi-Resource Management Plan.** Forest Management and Recreational Development Sites and approved structures or improvements within such sites shall be incorporated into the Multi-Resource Management Plan and corresponding map prior to commencing construction or installation of structures or improvements on the Property. A map, clearly depicting the location of any approved Forest Management and Recreational Development Site(s), shall be provided as part of the Multi-Resource Management Plan and all future updates and amendments to the Multi-Resource Management Plan; and

e. **Changes to Forest Management and Recreational Development Site Locations.** The location of the Forest Management and Recreational Development Site(s) shall not be modified after initiation of development within that site except that Easement Holder

may approve a change to the site location in whole or in part in Easement Holder's sole discretion, provided that Easement Holder determines that a proposed change in location would have a net positive conservation benefit and is otherwise consistent with the requirements of this Subsection. Any such approval shall require Fee Owner to remediate and restore the original site, at Fee Owner's sole expense, within a timeframe approved by Easement Holder and to an extent satisfactory to Easement Holder.

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 on designated trails depicted 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.

3. 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, Purpose of the Easement, and the Multi-Resource 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.

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. 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

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, utility easements, 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. The Easement Holder 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 Coos County Registry of Deeds. Additionally, prior written approval by the Department of Natural and Cultural Resources, Division of Forests and Lands (if the Division of Forests and Lands is no longer the Easement Holder) and the USDA Forest Service is required for any permanent easement or other long-term encumbrance authorizing use of the Property by a third party that could – (1) have an appreciable adverse impact on the Conservation Values, or (2) materially diminish the financial value of the property interest acquired with FLP funds. 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 Coos 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 Department of Natural and Cultural Resources, Division of Forests and Lands 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 Coos 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 Assistance 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 Androscoggin Valley Corridor Project, grant award no 22-DG-11094200-109, awarded by the United States Department of Agriculture (USDA) Forest Service on September, 2022 to the Easement Holder. The grant agreement is housed in the USDA Forest Service Eastern Regional Office 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 (“Easement Holder’s Proportionate Share”). The Easement Holder’s 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 at the time of any partial or full extinguishment 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 Easement Holder's 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 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 {Number %} of the Easement Holder's Proportionate Share as defined in Section 14.B and 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. 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 Easement Holder's 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__.

Gorham Land Company LP

By: _____

Name:

Title:

Duly Authorized

STATE OF _____

COUNTY OF _____

Before me:

This instrument was acknowledged before me on this ___ day of _____, 20__,
by _____ as _____ of Gorham
Land Company, LP, a New Hampshire corporation, on behalf of the corporation.

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)

Approved by Governor and Council: Date: _____, Agenda Item: _____

APPENDIX A
PROPERTY DESCRIPTION

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
of Gorham of Coos County, State of New Hampshire**

Gorham Land Company LP, with a mailing address of P.O Box 278, Gorham, New Hampshire, 03581 ("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 Town of Gorham, County of Coos, 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 1,008+/- acres, of high-quality timberland in the Northern Forest that has been under continuous forest management since the late 1800s.

WHEREAS, there are numerous surface water resources on the Property, including 6 miles of frontage along various tributary streams, all of which drain into the Androscoggin River an important corridor for wildlife and recreation, 0.92 miles of frontage along the Androscoggin River, and approximately 22.3 acres of wetlands including a former beaver impoundment with vernal pool functions, and 8.3 acres of Mascot Pond, all being valuable wildlife habitat and recreational resources;

WHEREAS, the Property contains valuable wildlife habitat including deer wintering area, silver maple-false nettle-sensitive fern floodplain forest, and temperate acidic cliffs and talus that have been identified as a significant wildlife conservation area through the New Hampshire *Wildlife Action Plan* (2015);

WHEREAS, the Property contains valuable wildlife habitat that supports rare and threatened species, that are known to occur on or near the Property, including Federally endangered Northern Long Eared Bat, State endangered tricolor, eastern small footed, silver-haired bat, hoary bat, little brown bat, Back's sedge, bristly rose, and Fogg's goosefoot, and State threatened peregrine falcon and fragrant wood fern;

WHEREAS, the Property is an important resource for such recreational activities as hiking, hunting, fishing and snowmobiling;

WHEREAS, the Property enhances the forest management, wildlife habitat, and public recreation goals of the State of New Hampshire as it is part of a larger landscape of protected lands in the Androscoggin Valley, the Mahoosuc Region and the White Mountain National Forest, includes 1 mile of the 31 mile Mahoosuc Trail, and shares a 0.3 mile boundary with the U.S. Forest Service's White Mountain National Forest.

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 1,008 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 including snowmobile use on designated trails on the Property; and

1.D To preserve and conserve waterfront, 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 Gorham Master Plan (as adopted January 15, 2020), which includes a goal of working collaboratively to protect natural resources, and to prioritize conservation lands to create contiguous corridors for forestry, recreation and habitat.

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 the Property shall be managed to maintain a minimum of seventy-five percent (75%) of its land area as forest land and no portion of the Property that is forested at the time of the establishment of this Easement may be converted to non-forest uses (including compatible non-forest uses), except as authorized in the Multi-Resource Management Plan. 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. Forest Management Activities shall be performed in accordance with the Multi-Resource Management Plan for the Property, as described in Section 2.E (“Multi-Resource Management Plan”).

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 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 are or are 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 Fee Owner 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 (and the Department of Natural and Cultural Resources, Division of Forests and Lands if the Division of Forests and lands is no longer the Easement Holder) will determine the compatibility of the market participation. As needed and appropriate to make the determination, the Department of Natural and Cultural Resources, Division of Forests and Lands 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. 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 Recreation 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 { _____, _____, 20 ____ }, was submitted by the Fee Owner and approved by the State Forester or designee on behalf of the Easement Holder on { _____, _____, 20 ____ } (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. Property Transfer. In the event of a transfer of title to the Property, a subsequent Fee Owner must adopt a Multi-Resource Management Plan. This may be done 1) with notice to the Easement Holder, by adopting the prior Fee Owner’s existing Multi-Resource Management Plan for the Property and, if so adopted, operating consistently with that plan, or 2) by submitting a new Multi-Resource Management Plan; upon review and approval of such Multi-Resource Management Plan pursuant to subparagraph (iii) above, such Multi-Resource Management Plan is considered adopted by the new Fee Owner, and that Fee Owner must operate within the constraints of such plan.

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 Certain areas of the Property shall be designated as “Riparian Wildlife Corridor, Wetlands and Floodplain Forests”, “Hibernaculum Area” and “Wildlife Management Area” known as “Special Management Areas” (SMA.) The total Special Management Areas acreage is 579.6 acres. The locations and acreage of the Special Management Areas on the date of the Easement shall be identified in a 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 Special Management Areas, provided, however, that such adjustments shall occur only with the mutual consent of the parties. After any adjustment, certain areas previously designated as Special Management Areas may, with the mutual consent of the parties, no longer be designated Special Management Areas and other areas may, with the mutual consent of the parties, be designated Special Management Areas. 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 Special Management Areas total acreage below what it is on the date of the Easement.

ii. Management of Special Management Areas. Special Management Areas shall be managed to protect the natural and/or cultural resource qualities associated with these areas as follows:

- a. in accordance with the Stewardship Goals set forth in Section 2.C;
- b. in accordance with the recommendations of the publication “Good Forestry in the Granite State”, and successor documents, as they apply to the qualities to be protected within the Special Management Areas, as more particularly set forth in the ‘Sensitive Area’ section ‘Wildlife Habitat’, ‘Wetlands’, ‘Forest Management in Riparian Areas’ and ‘Beaver Created Openings’ sections. Provided, however, that the Fee Owner may, with the consent of the Easement Holder, take actions or pursue such treatments of the Special Management Areas that are not in accordance with such publication if such actions or treatments continue to protect the special qualities of these areas and such actions and treatments are consistent with the Purposes and the Stewardship Goals; and
- c. in accordance with “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” and successor documents.

iii. Riparian Wildlife Corridor and Floodplain Forests

- a. The principal goal for management within the Riparian Wildlife Corridor and Floodplain Forest 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 including state and federally rare, threatened and endangered species;
 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.
- b. Riparian Wildlife Corridor and Floodplain Forest shall also be managed in compliance with the following additional provisions and restrictions:
1. Floodplain Forest. For the purposes of the Easement, "Floodplain Forests" shall be defined as periodically flooded communities along the Androscoggin River and as shown in the Special Management Area Section and Special Management Area Map Multi-Resource Management Plan and Baseline Documentation Report.
 - a) Harvesting or activities pursuant to Section 3.b 'Structures, Improvements and Trails' within Floodplain Forests is limited to the purpose of ecological restoration or enhancement of habitat for native plants and animals, or upon the discovery of a disturbance capable of causing catastrophic forest change. Such restoration or enhancement can only occur with the mutual agreement of the Fee Owner and the Easement Holder in consultation with NH Fish and Game Department, and provided such activity is described in the Multi-Resource Management Plan and is not detrimental to the purposes of the Easement.
 2. Riparian Areas. For the purposes of defining Riparian Areas and guiding Forest Management Activities in compliance with the Easement, the width and location of the Riparian Areas are as depicted on the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report. The Riparian Areas widths used to develop the Special Management Area are designated in "Good Forestry in the Granite State".
 - a) The width of Riparian Management Areas shall be measured upland from the normal high-water mark of the water body or wetland edge, on both sides of a stream. The widths of and management for Riparian Management Zones and No Harvest Zones shall be determined in accordance with the recommendations set forth in the "Good Forestry in the Granite State", section pertaining to 'Forest Management in Riparian Areas, Guidelines for Riparian Management Zones, Recommended'. Riparian Management Areas may be modified as appropriate, as agreed to by the Easement Holder and Fee Owner, based upon the specific conditions of the site, including but not limited to, flooding zones, slopes, erodible soils, riparian vegetation communities, and

roads.

- b) Log yards, landings, and staging areas may be constructed in Riparian Areas in accordance with “Good Forestry in the Granite State” and in accordance with the then current best management practices for the sites, soils and terrains of the Property as described in the “Best Management Practices”. Activities pursuant to Section 3.b ‘Structures, Improvements and Trails’
- c) The number and width of crossings shall be kept to a minimum and said crossings shall include the installation of all erosion control devices and employ all recommended practices described in the “Best Management Practices”.
- d) This Section is not to be interpreted as restricting the ability of the Fee Owner to maintain and construct, and with the written consent of the Easement Holder to relocate, roads, bridges and crossings within such Riparian Management Areas as are otherwise permitted in the Easement and in compliance with the Multi-Resource Management Plan.

iv. Hibernaculum Area

- a. The principal goal of the Hibernaculum Area shall be to provide high quality habitat for bat species, including but not limited to:
 - i. Providing habitat for resting, foraging and drinking as bats emerge from hibernation during spring staging and prepare to enter hibernation during fall swarm.
 - ii. Providing roosting, drinking and foraging for bat species during active season.
 - iii. Preventing noise or vibrations that disturb the hibernation cycle.
- b. For the purposes of defining the Hibernaculum Area and guiding Forest Management Activities in compliance with the Easement, the width and location of the Hibernaculum Areas are as depicted on the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report. The Hibernaculum Area shall be measured as ¼ mile around the entrance to Mascot Mine.
- c. The Hibernaculum Area shall be managed as a No Harvest Zone. Harvesting within the Hibernaculum Area will only be permitted for the following purposes:
 - i. Wildlife enhancement approved by the Easement Holder in consultation with NH Fish and Game Department; and

- ii. Forest health and pest infestation prevention and/or mitigation as approved by Easement Holder in consultation with NH Fish and Game Department.

v. Wildlife Management Area

- a. The principal goal of Wildlife Management Area shall be to provide wildlife species including, but not limited to, northern long-eared bat, tricolor bat, eastern small-footed bat, silver-haired bat, hoary bat, little brown bat, big brown bat, red bat, peregrine falcon, white-tailed deer, moose, Canada lynx, American marten, osprey, eagle, spruce grouse, black bear, fisher, and migratory songbirds with life requisite resources including, but not limited to, seasonal food sources, functional shelter, breeding habitat, and travel corridors during breeding seasons, to access food and escape predators.
- b. Wildlife Management Areas are identified in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report.

The Wildlife Management Areas include deer wintering areas that provide important core shelter area that is comprised of dense, mature softwood and forage area that is either within the core shelter area or adjacent to it and may be comprised of hardwoods, mixed hardwood-softwood stands, and non-forest habitats such as fields and wetlands.

The Wildlife Management Areas include roosting, foraging and travel corridor habitat for bats including warm talus ledge and slopes for eastern small footed bats and south-facing warm aspect mixed deciduous forest with live trees, snags, and openings for northern long-eared bat, tricolor bat, eastern small-footed bat, silver-haired bat, little brown bat, big brown bat, and red bats.

- c. Wildlife Management Areas shall be managed to meet the principal goal set forth above and in compliance with the following provisions and restrictions:
 - 1) Forest management activities, including harvesting, shall be conducted with the approval of the Easement Holder in consultation with NH Fish and Game Department; and
 - 2) Forest management activities shall also be conducted in accordance with Recommended Practices as set forth in 'Wildlife Habitat' section of "Good Forestry in the Granite State" including but not limited to 'Deer Wintering Areas' subsections.

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 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 those certain tracts in the Town of Gorham, Coos County, New Hampshire, as more particularly described on survey plans recorded in the Coos County Registry of Deeds a Plan # { }. The tract shall not be subdivided; and, shall be conveyed as a whole. 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, consistent with 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.

vi. the total area of the Property impacted at any one time by excavation, including excavated areas not re-graded and not reclaimed, and any area occupied by waste piles, shall not exceed five (5) acres and no single area impacted at one time by excavation, as described above, shall exceed three (3) acres. Depleted excavation areas shall be reclaimed before the total extraction area may be extended. Reclamation of the previously allowed excavation area(s) shall consist of permanently stabilizing the area by grading and re-vegetation. Reclamation shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

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, 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. New easements of ingress or egress in favor of any third party shall only be created or developed into, on, over, under or across the Property with prior written consent between the Easement Holder and the Fee Owner. Prior written approval by the Division of Forests and Lands and the USDA Forest Service is required for any permanent easement or other long-term encumbrance authorizing use of the Property by a third party that could – (1) have an appreciable adverse impact on the Conservation Values, or (2) materially diminish the financial value of the property interest acquired with FLP funds.

2.P Utility Easements. New easements for utilities, or the expansion of existing easements for utilities, shall only be created or developed into, on, over, under or across the Property with prior written consent between the Easement Holder and the Fee Owner. Prior written approval by the Division of Forests and Lands and the USDA Forest Service is required for any permanent easement or other long-term encumbrance authorizing use of the Property by a third party that could – (1) have an appreciable adverse impact on the Conservation Values, or (2) materially diminish the financial value of the property interest acquired with FLP funds.

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, and information kiosks. 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.

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.I. ("Structures") and 2.J. ("Permitted Excavation").(and SMAs)

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. Fee Owner may construct, maintain, and use permanent Forestry structures including but not limited to sugar houses, Forestry equipment sheds, firewood drying sheds, or other structures that directly support forest management and recreational activities on the Property (hereinafter, "Forest Management and Recreational Development Sites"). Fee Owner's right to develop such sites, together with necessary access roads and utilities to support the use of the sites, is subject to the following:

a. Location. The specific location of each Forest Management and Recreational Development Site shall be approved in advance by Easement Holder, which approval shall not be unreasonably withheld provided that the proposed site is located in a manner that is consistent with the Purposes of the Easement, is not sited within important ecological areas, and has a minimal impact on the resource values of the Property;

b. Structures and Improvements within Forest Management and Recreational Development Sites. Prior to the construction or installation of any structures or improvements, or any material changes to existing structures or improvements or their use within any Forest Management and Recreational Development Site, Fee Owner shall first obtain the prior written approval of Easement Holder, which approval shall not be unreasonably withheld or conditioned provided that:

- i. Such structures and improvements are used exclusively in functional support of on-site, low-intensity Outdoor Recreation activities or forest management conducted on the Property and not for the processing of forest products originating from other properties;
- ii. Such structures and improvements are the minimum size reasonably necessary to accommodate the proposed management activity and the number of such

structures and improvements are commensurate with the size of the Property; and

- iii. The use of such structures is consistent with and in support of the Purpose of this Easement.

The Easement Holder may condition their approval of any structures under this clause to ensure that such structures are appropriately limited in size, scale, location and use and are consistent with the Purpose of this Easement.

c. Utilities and Access Roads. If the provision of utility services and/or an access road to serve any Forest Management and Recreational Development Site are proposed to be located on the Property outside of any designated development sites, such activity shall require prior written approval of the Easement Holder as part of the approval of the Forest Management and Recreational Development Site. Easement Holder's approval shall not be unreasonably withheld provided that such utilities and access roads are used solely in support of permitted uses of the Forest Management and Recreational Development Site/s and the location of such utilities and access roads are consistent with the Purposes of the Easement, are not located in important ecological areas, and are the minimum length, distance and size necessary. If an easement is proposed to be granted to any utility provider, prior written approval shall be required in accordance with Section 2.O and 2.P. of this Easement;

d. Incorporation into the Multi-Resource Management Plan. Forest Management and Recreational Development Sites and approved structures or improvements within such sites shall be incorporated into the Multi-Resource Management Plan and corresponding map prior to commencing construction or installation of structures or improvements on the Property. A map, clearly depicting the location of any approved Forest Management and Recreational Development Site(s), shall be provided as part of the Multi-Resource Management Plan and all future updates and amendments to the Multi-Resource Management Plan; and

e. Changes to Forest Management and Recreational Development Site Locations. The location of the Forest Management and Recreational Development Site(s) shall not be modified after initiation of development within that site except that Easement Holder may approve a change to the site location in whole or in part in Easement Holder's sole discretion, provided that Easement Holder determines that a proposed change in location would have a net positive conservation benefit and is otherwise consistent with the requirements of this Subsection. Any such approval shall require Fee Owner to remediate and restore the original site, at Fee Owner's sole expense, within a timeframe approved by Easement Holder and to an extent satisfactory to Easement Holder.

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 on designated trails depicted 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.

3.I 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, Purpose of the Easement, and the Multi-Resource Management Plan.

3.J Licensed Cabin Site.

i. The Fee Owner and Easement Holder acknowledge and agree that, on the date of the grant of the Easement, there is one site (the "Licensed Cabin Site") that has historically been leased or licensed to third parties for recreational camp uses.

ii. The Baseline Documentation Report shall include:

a. A plan showing the location of the Licensed Cabin Site;

b. Copies of the leases or licenses for the Licensed Cabin Site that are leased or licensed to third parties (the "Licensees") as of the date of the grant (the "Current Licenses"); and

c. A description of the improvements located on the Licensed Cabin Site, including the dimensions and height of such improvements.

iii. The Fee Owner shall have the right to continue to lease or license the Licensed Cabin Site subject to the provisions of this Easement and in accordance with the following provisions:

a. The use of the Licensed Cabin Site shall remain seasonal. The Licensed Cabin Site shall not be used as a year-round residence or as a primary residence;

b. Licenses or leases may be terminated by the Fee Owner for violation or breach of

lease or license provisions;

c. The location of the Licensed Cabin Site may be relocated, moved or adjusted within the Property, with written permission from the Easement Holder, provided the Easement Holder determines that such relocation is consistent with the Purposes of the Easement. The Licensed Cabin Site shall not be relocated into a Special Management Area or other protected area. The curtilage of the relocated Licensed Cabin Site shall be one acre or less;

d. Unless grandfathered, 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 1,000 square feet in size as measured from the drip-edge, one and one half (1 & ½) stories (inclusive of an attic or loft) with a single pitch to the center ridge roof, and 25 feet in height (excluding chimneys and stove pipes).

For the purposes of this section, a one and one half story (1 & ½) structure is a structure with an area above the first floor level designed to be used as additional living space (such as a finished attic or loft) that has either no exterior knee walls or exterior knee walls measuring no more than two feet in height on the outside plane of the structure. Also for the purposes of this section, the 25 feet maximum height shall only be considered in circumstances where excessively steep or rocky terrain requires a 25-foot maximum height on one side of the structure as measured from the ground surface to accommodate building piers;

e. If the existing improvements on the effective date of the Easement (as documented in the Baseline Documentation Report) exceed such dimensions there shall be no further expansion. The replacement of the cabin and all ancillary structures shall not exceed a cumulative footprint of 1,000 square feet impervious surfaces and/or exceed 25 feet in height and adhere to the dimensions and standards set forth in the Easement;

f. 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;

g. Each such cabin on the Licensed Cabin Site and all its ancillary buildings, structures, and improvements shall have low impact on the environment and be located, maintained and repaired 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 the Easement was created;

h. The curtilage for the Licensed Cabin Site shall be one acre or less. The existing curtilage for the Licensed Cabin Site shall be documented as of the effective date of the easement (as documented in the Baseline Documentation Report) and there shall

be no further expansion of the curtilage area. If the existing curtilage for the Licensed Cabin Site on the effective date of the Easement exceeds one acre, the Fee Owner shall ensure that the Licensed Cabin Site is in compliance within one year after the grant of this Easement;

i. Appurtenant structures may include wells, and subsurface wastewater disposal systems, sanitary waste and gray water disposal systems, provided the same are constructed, installed, maintained and replaced in accordance with the lease or license. The square footage of above ground structures enabling the operation of appurtenant structures will be measured and included in the square footage of the cumulative footprint in accordance with section 3.J.iii(d);

j. No access way serving any cabin on the Licensed Cabin Site shall have any new impervious surface;

k. All cabin and ancillary buildings, structures, and improvements, and uses on the Licensed Cabin Site, must comply with applicable local, State, and federal laws and regulations; and

l. When cabin and ancillary buildings, structures, and improvements on the Licensed Cabin Sites cease to be used, the Fee Owner may remove any improvements, subject to applicable law and obtaining any necessary permits for such activities.

iv. As provided in Section 3.D, the Fee Owner shall have the right to permit the Licensees pedestrian and vehicular access, including by snowmobile, on and over the designated roads and trails on the Property for the purpose of obtaining access to the Licensed Cabin Site.

v. The Fee Owners shall have the right to issue permits to Licensees to cut firewood on the Property for their personal use on the Licensed Cabin Site.

vi. The right to lease or license to third parties the one Licensed Cabin Site is an exception to Section 2.A "Prohibited and Permitted Uses," and Section 2.K "Structures," and Section 2.L "Permitted Excavation."

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.

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.

i. The Fee Owner and the Easement Holder may enter into a separate agreement to further describe access to the Mascot Mine Natural Area owned by the Division of Natural and Cultural Resources of the State of New Hampshire.

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

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, utility easements, 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. The Easement Holder 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 Coos County Registry of Deeds. Additionally, prior written approval by the Department of Natural and Cultural Resources, Division of Forests and Lands (if the Division of Forests and Lands is no longer the Easement Holder) and the USDA Forest Service is required for any permanent easement or other long-term encumbrance authorizing use of the Property by a third party that could – (1) have an appreciable adverse impact on the Conservation Values, or (2) materially diminish the financial value of the property interest acquired with FLP funds. 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 Coos 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 Department of Natural and Cultural Resources, Division of Forests and Lands 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 Coos 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 Assistance 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 Androscoggin Valley Corridor Project, grant award no 22-DG-11094200-109, awarded by the United States Department of Agriculture (USDA) Forest Service on September, 2022 to the Easement Holder. The grant agreement is housed in the USDA Forest Service Eastern Regional Office 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 (“Easement Holder’s Proportionate Share”). The Easement Holder’s 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 at the time of any partial or full extinguishment 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 Easement Holder's 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 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 {Number %}, of the Easement Holder's "Proportionate Share" as defined in Section 14.B, and 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. 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 Easement Holder's 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__.

Gorham Land Company LP

By: _____

Name:

Title:

Duly Authorized

STATE OF _____

COUNTY OF _____

Before me:

This instrument was acknowledged before me on this ___ day of _____, 20__,
by _____ as _____ of Gorham
Land Company, LP, a New Hampshire corporation, on behalf of the corporation.

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 Sarah L. Stewart, 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)

Approved by Governor and Council: Date: _____, Agenda Item: _____

APPENDIX A
PROPERTY DESCRIPTION

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
of Town of Gorham, Coos County, State of New Hampshire

Gorham Land Company LP, with a mailing address of P.O Box 278, Gorham, New Hampshire, 03581 ("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 Town of Gorham, County of Coos, 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 1,803 +/- acres, of high-quality timberland in the Northern Forest that has been under continuous forest management since the late 1800s;

WHEREAS, the Property contains 9.87 miles of frontage on tributary streams, including 1.52 miles of frontage along the Moose River and 0.3 miles of frontage along the Peabody River, an important corridor for wildlife and recreation and hosting rare to uncommon riparian natural

communities, 25.8 acres of mapped wetlands, an 3.7 acre unnamed Pond, all being valuable wildlife habitat and recreational resources;

WHEREAS, part of the Property contains 248 acres of a Wellhead Protection Area, designated by New Hampshire Department of Environmental Services and the Town of Gorham Source Water Protection Plan, for Well #2 serving as the municipal water supply when the primary surface water supply is offline;

WHEREAS, the Property contains valuable wildlife habitat including Subacid Forest Seep,, Red Spruce Swamp, Alder Seepage Thicket, Northern Hardwood-Black Ash-Conifer Swamps, Hemlock Spruce Northern Hardwood Forest, Northern Hardwood Seepage Forest, a deer wintering area, and a significant complex of very rare to uncommon riparian natural communities surrounding the Moose River including Boulder – cobble river channel, Twisted sedge low riverbank, Willow low riverbank, Acidic riverbank outcrop, and a very rare Sugar maple-ironwood -short husk floodplain forest, and has been identified as a significant wildlife conservation area through the New Hampshire *Wildlife Action Plan* (2015);

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 State Endangered Auricled twayblade orchid and State Threatened dwarf bilberry and peat moss *Shagnum wulfianum*.

WHEREAS, the Property is an important resource for such recreational activities as hiking, hunting, fishing, cross country skiing, bicycling, and snowmobiling;

WHEREAS, the Property enhances the forest management, wildlife habitat, and public recreation goals of the State of New Hampshire as it is part of a larger landscape of protected lands in the Androscoggin Valley, includes 0.97 mile of the 3.4 mile Pine Mountain Trail, and shares a 4.4 mile boundary with the U.S. Forest Service’s White Mountain National Forest;

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 1,657 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 including snowmobile use on designated trails on the Property; and

1.D To preserve and conserve waterfront, 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 Gorham Master Plan (as adopted January 15, 2020), which includes a goal of working collaboratively to protect natural resources, and to prioritize conservation lands to create contiguous corridors for forestry, recreation and habitat.

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 the Property shall be managed to maintain a minimum of seventy-five percent (75%) of its land area as forest land and no portion of the Property that is forested at the time of the establishment of this Easement may be converted to non-forest uses (including compatible non-forest uses), except as authorized in the Multi-Resource Management Plan. 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 . Forest Management Activities shall be performed in accordance with the Multi-Resource Management Plan for the Property, as described in Section 2.E (“Multi-Resource Management Plan”).

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 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 are or are 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 Fee Owner 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 (and the Department of Natural and Cultural Resources, Division of Forests and Lands if the Division of Forests and lands is no longer the Easement Holder) will determine the compatibility of the market participation. As needed and appropriate to make the determination, the Department of Natural and Cultural Resources, Division of Forests and Lands 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. 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 Recreation 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 { _____, _____, 20 ____ }, was submitted by the Fee Owner and approved by the State Forester or designee on behalf of the Easement Holder on { _____, _____, 20 ____ } (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. Property Transfer. In the event of a transfer of title to the Property, a subsequent Fee Owner must adopt a Multi-Resource Management Plan. This may be done 1) with notice to the Easement Holder, by adopting the prior Fee Owner's existing Multi-Resource Management Plan for the Property and, if so adopted, operating consistently with that plan, or 2) by submitting a new Multi-Resource Management Plan; upon review and approval of such Multi-Resource Management Plan pursuant to subparagraph (iii) above, such Multi-Resource Management Plan is considered adopted by the new Fee Owner, and that Fee Owner must operate within the constraints of such plan.

v. 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 “Riparian Wildlife Corridor, Floodplain Forests, Wetland Habitat Areas and Vernal Pools” and “Wildlife Management Area” known as “Special Management Area” (SMA.) The total Special Management Area acreage is XXX acres. The locations and acreage of the Special Management Areas on the date of the Easement shall be identified in a Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report (the “SMA”).

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 Special Management Areas, provided, however, that such adjustments shall occur only with the mutual consent of the parties. After any adjustment, certain areas previously designated as Special Management Areas may, with the mutual consent of the parties, no longer be designated Special Management Areas and other areas may, with the mutual consent of the parties, be designated Special Management Areas. 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 Special Management Areas total acreage below what it is on the date of the Easement.

ii. Management Purpose. The management purpose for the SMA is to maintain a high quality buffer around the identified tributaries and wetlands that provides an array of ecological benefits, including but not limited to: buffering aquatic and wetland plants and animals from disturbance, including state and federally rare, threatened and endangered species; buffering tributaries to maintain water temperatures appropriate to promote reproduction for cold water fisheries; preventing wetland and water-quality degradation; providing important plant and animal habitat; providing adequate corridors for species that require such areas for their seasonal, annual, or dispersal movements/migrations; and providing organic matter, nutrients, and structure to aquatic systems.

iii. Management of Special Management Areas. Special Management Areas shall be managed to protect the natural and/or cultural resource qualities associated with these areas as follows:

- a. in accordance with the Stewardship Goals set forth in Section 2.C;
- b. in accordance with the recommendations of the publication “Good Forestry in the Granite State”, and successor documents, as they apply to the qualities to be protected within the Special Management Areas, as more particularly set forth in the ‘Sensitive Area’ section ‘Wildlife Habitat’, ‘Wetlands’, ‘Forest Management in Riparian Areas’ and ‘Beaver Created Openings’ sections. Provided, however, that the Fee Owner may, with the consent of the Easement Holder, take actions or pursue such treatments of the Special Management Areas that are not in accordance with such publication if such actions or treatments continue to protect the special

qualities of these areas and such actions and treatments are consistent with the Purposes and the Stewardship Goals; and

c. in accordance with “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” and successor documents.

iv. Riparian Wildlife Corridor, Floodplain Forests, Wetland Habitat Areas and Vernal Pools.

a. The principal goal for management within the Riparian Wildlife Corridor, Wetland Habitat Areas and Vernal Pools 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; including state and federally rare, threatened and endangered species;
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.

b. Riparian Wildlife Corridor, Floodplain Forests, Wetland Habitat Areas and Vernal Pools shall also be managed in compliance with the following additional provisions and restrictions:

1. Floodplain Forest. For the purposes of the Easement, “Floodplain Forests” shall be defined as periodically flooded communities along the Moose River and as shown in the Special Management Area Section and Special Management Area Map Multi-Resource Management Plan and Baseline Documentation Report.
 - a) Harvesting within Floodplain Forests is limited to the purpose of ecological restoration or enhancement of habitat for native plants and animals, or upon the discovery of a disturbance capable of causing catastrophic forest change. Such restoration or enhancement can only occur with the mutual agreement of the Fee Owner and the Easement Holder, and provided such activity is described in the Multi-Resource Management Plan and is not detrimental to the purposes of the Easement.
 - b) Small-patch cuts may be created around the margins of the beaver ponds for the purpose of encouraging hardwood regeneration to provide a source of food for beaver. Such restoration or enhancement can only occur with the mutual agreement of the Fee Owner and the Easement Holder, and provided

such activity is described in the Multi-Resource Management Plan and is not detrimental to the purposes of the Easement.

2. Riparian Areas. For the purposes of defining Riparian Areas and guiding Forest Management Activities in compliance with the Easement, the width and location of the Riparian Areas are as depicted on the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report. The Riparian Areas widths used to develop the Special Management Area are designated in "Good Forestry in the Granite State".
 - a) The width of Riparian Management Areas shall be measured upland from the normal high-water mark of the water body or wetland edge, on both sides of a stream. The widths of and management for Riparian Management Zones and No Harvest Zones shall be determined in accordance with the recommendations set forth in the "Good Forestry in the Granite State", section pertaining to 'Forest Management in Riparian Areas, Guidelines for Riparian Management Zones, Recommended'. Riparian Management Areas may be modified as appropriate, as agreed to by the Easement Holder and Fee Owner, based upon the specific conditions of the site, including but not limited to, flooding zones, slopes, erodible soils, riparian vegetation communities, and roads.
 - b) Log yards, landings, and staging areas may be constructed in Riparian Areas in accordance with "Good Forestry in the Granite State" and in accordance with the then current best management practices for the sites, soils and terrains of the Property as described in the "Best Management Practices".
 - c) The number and width of crossings shall be kept to a minimum and said crossings shall include the installation of all erosion control devices and employ all recommended practices described in the "Best Management Practices".
 - d) This Section is not to be interpreted as restricting the ability of the Fee Owner to maintain and construct, and with the written consent of the Easement Holder to relocate, roads, bridges and crossings within such Riparian Management Areas as are otherwise permitted in the Easement and in compliance with the Multi-Resource Management Plan.
3. Vernal Pools. For the purposes of defining Vernal Pools and guiding Forest Management Activities in compliance with the Easement, the width and location of the Vernal Pools are as depicted on the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report.
 - a) The widths of and management for Vernal Pools shall be determined in

accordance with the recommendations set forth in the “Good Forestry in the Granite State”, section pertaining to ‘Vernal Pools’.

v. Wildlife Management Area

- a. The principal goal of Wildlife Management Area shall be to provide wildlife species including, but not limited to white-tailed deer, moose, Canada lynx, American marten, osprey, eagle, spruce grouse, black bear, fisher, and migratory songbirds with life requisite resources including, but not limited to, seasonal food sources, functional shelter, breeding habitat, and travel corridors during breeding seasons, to access food and escape predators.
- b. Wildlife Management Areas are identified in the Special Management Area Section and Special Management Area Map included in the Multi-Resource Management Plan and Baseline Documentation Report.

The Wildlife Management Areas include deer wintering areas that provide important core shelter area that is comprised of dense, mature softwood and forage area that is either within the core shelter area or adjacent to it and may be comprised of hardwoods, mixed hardwood-softwood stands, and non-forest habitats such as fields and wetlands.

- c. Wildlife Management Areas shall be managed to meet the principal goal set forth above and in compliance with the following provisions and restrictions:
 1. Forest management activities, including harvesting, shall be conducted with the approval of the Easement Holder in consultation with NH Fish and Game Department; and
 2. Forest management activities shall also be conducted in accordance with Recommended Practices as set forth in ‘Wildlife Habitat’ section of “Good Forestry in the Granite State” including but not limited to ‘Deer Wintering Areas’ subsections.

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 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 those certain tracts and parcels of lands in the Town of Gorham, Coos County, New Hampshire, as more particularly described on survey plan recorded in the Coos County Registry of Deeds as Plan # { [REDACTED] }. The individual tracts shall not be subdivided; and the individual tracts which comprise the Property, shall be conveyed together with all other tracts as a whole. 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 consistent with 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; and

vi. the total area of the Property impacted at any one time by excavation, including excavated areas not re-graded and not reclaimed, and any area occupied by waste piles, shall not exceed five (5) acres and no single area impacted at one time by excavation, as described above, shall exceed three (3) acres. Depleted excavation areas shall be reclaimed before the total extraction area may be extended. Reclamation of the previously allowed excavation area(s) shall consist of permanently stabilizing the area by grading and re-vegetation. Reclamation shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

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, 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. New easements of ingress or egress in favor of any third party shall only be created or developed into, on, over, under or across the Property with prior written consent between the Easement Holder and the Fee Owner. Prior written approval by the Division of Forests and Lands and the USDA Forest Service is required for any permanent easement or other long-

term encumbrance authorizing use of the Property by a third party that could – (1) have an appreciable adverse impact on the Conservation Values, or (2) materially diminish the financial value of the property interest acquired with FLP funds.

2.P Utility Easements. New easements for utilities, or the expansion of existing easements for utilities, shall only be created or developed into, on, over, under or across the Property with prior written consent between the Easement Holder and the Fee Owner. Prior written approval by the Division of Forests and Lands and the USDA Forest Service is required for any permanent easement or other long-term encumbrance authorizing use of the Property by a third party that could – (1) have an appreciable adverse impact on the Conservation Values, or (2) materially diminish the financial value of the property interest acquired with FLP funds.

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. 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.

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.I. ("Structures") and 2.J. ("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. Fee Owner may construct, maintain, and use permanent Forestry structures including but not limited to sugar houses, Forestry equipment sheds, firewood drying sheds, or other structures that directly support forest management and recreational activities on the Property (hereinafter, "Forest Management and Recreational Development Sites"). Fee Owner's right to develop such sites, together with necessary access roads and utilities to support the use of the sites, is subject to the following:

a. Location. The specific location of each Forest Management and Recreational Development Site shall be approved in advance by Easement Holder, which approval shall not be unreasonably withheld provided that the proposed site is located in a manner that is consistent with the Purposes of the Easement, is not sited within important ecological areas, and has a minimal impact on the resource values of the Property;

b. Structures and Improvements within Forest Management and Recreational Development Sites. Prior to the construction or installation of any structures or improvements, or any material changes to existing structures or improvements or their use within any Forest Management and Recreational Development Site, Fee Owner shall first obtain the prior written approval of Easement Holder, which approval shall not be unreasonably withheld or conditioned provided that:

i. Such structures and improvements are used exclusively in functional support of on-site, low-intensity Outdoor Recreation activities or forest management conducted on the Property and not for the processing of forest products originating from other properties;

ii. Such structures and improvements are the minimum size reasonably necessary to accommodate the proposed management activity and the number of such structures and improvements are commensurate with the size of the Property; and

iii. The use of such structures is consistent with and in support of the Purpose of this Easement.

The Easement Holder may condition their approval of any structures under this clause

to ensure that such structures are appropriately limited in size, scale, location and use and are consistent with the Purpose of this Easement.

c. **Utilities and Access Roads.** If the provision of utility services and/or an access road to serve any Forest Management and Recreational Development Site are proposed to be located on the Property outside of any designated development sites, such activity shall require prior written approval of the Easement Holder as part of the approval of the Forest Management and Recreational Development Site. Easement Holder's approval shall not be unreasonably withheld provided that such utilities and access roads are used solely in support of permitted uses of the Forest Management and Recreational Development Site/s and the location of such utilities and access roads are consistent with the Purposes of the Easement, are not located in important ecological areas, and are the minimum length, distance and size necessary. If an easement is proposed to be granted to any utility provider, prior written approval shall be required in accordance with Section 2.O and 2.P. of this Easement.

d. **Incorporation into the Multi-Resource Management Plan.** Forest Management and Recreational Development Sites and approved structures or improvements within such sites shall be incorporated into the Multi-Resource Management Plan and corresponding map prior to commencing construction or installation of structures or improvements on the Property. A map, clearly depicting the location of any approved Forest Management and Recreational Development Site(s), shall be provided as part of the Multi-Resource Management Plan and all future updates and amendments to the Multi-Resource Management Plan.

e. **Changes to Forest Management and Recreational Development Site Locations.** The location of the Forest Management and Recreational Development Site(s) shall not be modified after initiation of development within that site except that Easement Holder may approve a change to the site location in whole or in part in Easement Holder's sole discretion, provided that Easement Holder determines that a proposed change in location would have a net positive conservation benefit and is otherwise consistent with the requirements of this Subsection. Any such approval shall require Fee Owner to remediate and restore the original site, at Fee Owner's sole expense, within a timeframe approved by Easement Holder and to an extent satisfactory to Easement Holder.

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 snowmobiles on existing snowmobile trails and roadways as shown on the "Snowmobile Trails Map" (Appendix C). The use of other vehicles for the purposes of Outdoor Recreation may be permitted on designated trails depicted 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, except as may otherwise be provided in Section 5.F ("Snowmobile Use") 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.

3.I 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, Purpose of the Easement, and the Multi-Resource 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.

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. The Easement Holder has the right to allow snowmobile use as set forth in Section 5.F ("Snowmobile Use"). 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.F Snowmobile Use. The Easement Holder shall have the right to allow the public to use and operate snowmobiles on the designated trails on the Property, and the Easement Holder shall have the right to maintain the designated trails and roadways on the Property, and the Easement Holder shall have the right to maintain the designated trails labeled as (State) "Snowmobile Trail Corridor" shown on the "Snowmobile Trails Map" referenced in Appendix C attached hereto. The Snowmobile Trails Map may be amended from time to time to relocate trails or to include additional snowmobile trails upon mutual written agreement of the Fee Owner and Easement Holder. The Snowmobile Trails Map must be included in the Multi-Resource Management Plan. Public use of these snowmobile trails and their maintenance by the Easement Holder shall be governed by a separate "Snowmobile Agreement" (Appendix B) between the Fee Owner and the Easement Holder. The Snowmobile Agreement may be amended from time to time with the mutual written consent of the Fee Owner and the Easement Holder. All amendments to the Snowmobile Agreement shall be recorded in the Coos County Registry of Deeds as provided in Section 13 ("Limitation on Amendment") of the Snowmobile Agreement.

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

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, utility easements, 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. The Easement Holder 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 Coos County Registry of Deeds. Additionally, prior written approval by the Department of Natural and Cultural Resources, Division of Forests and Lands (if the Division of Forests and Lands is no longer the Easement Holder) and the USDA Forest Service is required for any permanent easement or other long-term encumbrance authorizing use of the Property by a third party that could (1) have an appreciable adverse impact on the Conservation Values, or (2) materially diminish the financial value of the property interest acquired with FLP funds. 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 Coos 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 Department of Natural and Cultural Resources, Division of Forests and Lands 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 Coos 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 Assistance 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 Androscoggin Valley Corridor Project, grant award no 22-DG-11094200-109, awarded by the United States Department of Agriculture (USDA) Forest Service on **September, 2022** to the Easement Holder. The grant agreement is housed in the USDA Forest Service Eastern Regional Office 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 (“Easement Holder’s Proportionate Share”). The Easement Holder’s 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 at the time of any partial or full extinguishment 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 Easement Holder's 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 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 {Number %}, of the Easement Holder's "Proportionate Share" as defined in Section 14.B, and 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. 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 Easement Holder's 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__.

Gorham Land Company LP

By: _____

Name:

Title:

Duly Authorized

STATE OF _____

COUNTY OF _____

Before me:

This instrument was acknowledged before me on this ____ day of _____, 20__,
by _____ as _____ of Gorham
Land Company, LP, a New Hampshire corporation, on behalf of the corporation.

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 Sarah L. Stewart, 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)

Approved by Governor and Council: Date: _____, Agenda Item: _____

APPENDIX A
PROPERTY DESCRIPTION

APPENDIX B
SNOWMOBILE AGREEMENT

This Snowmobile Agreement ("Agreement") is made this { _____ day of _____, _____, 20__ } for consideration paid, by and between **Gorham Land Company, LP**, its agents, employees, successors and assigns ("**Fee Owner**"), with a mailing address of P.O Box 278, Gorham, New Hampshire, 03581, and the **State of New Hampshire**, acting through the Department of Natural and Cultural Resources and its agents, employees, successors and assigns ("**DNCR**"), with a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301.

1. PURPOSE

By Conservation Easement Deed dated { _____, _____, 20__ } ("**Conservation Easement**"), the Fee Owner has granted to DNCR a perpetual Conservation Easement on certain lands in the Towns of Gorham in Coos County, State of New Hampshire (the "**Property**") of which this Snowmobile Agreement is a part. The Conservation Easement grants to DNCR, the right to construct, maintain and use, and to permit the public to use, snowmobile trails on the Property (the "**Trails**"). Management and use of the Trails shall be consistent with the terms of the Conservation Easement. The purpose of this Snowmobile Agreement is to set forth the terms, conditions and obligations under which DNCR will manage the Trails. DNCR and the Fee Owner acknowledge that this Snowmobile Agreement is to provide the public with access for Snowmobile use consistent herewith only, and is not intended to provide access for use by "4-wheelers", All Terrain Vehicles or any type of Off-highway recreational vehicles other than snowmobiles, except for otherwise provided in the Conservation Easement.

2. OBLIGATIONS OF THE PARTIES

DNCR shall have the right to construct, maintain and use, and permit the public to use, snowmobile trails only on the Property, along the routes established and within the corridors designated and depicted on the "Snowmobile Trails Map" (Appendix C)

The right to construct, maintain and permit the public to use the snowmobile trails shall be subject to the following terms and conditions:

2.A The Trails shall be adequately marked by DNCR in accordance with the "Trail Signing Handbook: Guidelines for Signing Snowmobile Trails" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau), or such successor standard, to indicate location of the Trails, to restrict snowmobile use to within the designated Trail corridors, and to restrict access by vehicles other than snowmobiles. All spur, side or connecting trails will be posted to indicate snowmobile access and use thereon is prohibited. DNCR shall work cooperatively with the Fee Owner to do such things as are reasonably necessary and practicable (including the use of gates and barriers and appropriate official signs) to keep snowmobile use on the Trails and within the Trail corridors and to restrict access by vehicles other

than snowmobiles.

2.B Limit the corridor within which Trails may be constructed and maintained to a total width of no greater than thirty (30 feet), which shall include the travel way, and as necessary, clearing and drainage structures on either side of the travel way.

2.C DNCR shall promptly close any Trail or portion thereof to the general public upon the request of the Fee Owner whenever active forestry activities or road construction along or in proximity to the trail corridor create a hazard to the public. In the event DNCR chooses to temporarily relocate a Trail or a portion thereof as a result of forestry activities, the Fee Owner and DNCR shall work together to designate an alternate route, to be constructed and maintained by DNCR at its sole expense.

2.D No less than annually, and within ninety (90) days of the closing of the Trails at the end of the winter season, DNCR shall conduct a general clean-up of the Trails to remove litter, trash and manmade debris, and promptly respond to the Fee Owner's request for additional litter and trash removal directly related to the rights granted in this Agreement.

2.E DNCR shall maintain the Trails using best management practices as described in "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, Trails Bureau) or such successor standard. DNCR and its agents shall have the right to enter the Property with persons and equipment for purposes of maintaining the Trails. Maintenance activities shall include, but not be limited to, installation and replacement of bridges and culverts, rocks and stump removal, smoothing the trail surface, placement of gravel and natural fill, installation of broad-based dips, water bars and ditches, removal of fallen trees, cutting back encroaching vegetation and wintertime grooming. Except for wintertime grooming and removal of fallen trees, all maintenance activities shall be done in consultation with the Fee Owner.

2.F The Fee Owner shall notify DNCR in writing should the Fee Owner determine that the Trails or portions thereof require maintenance. DNCR shall, within thirty (30) days of receipt of such notice, respond to the Fee Owner, indicating DNCR's determination of trail maintenance needs and the timing of such maintenance. The Fee Owner may temporarily close the Trail if the agreed upon maintenance is not completed within the identified timing of such maintenance. Nothing in this Agreement shall require DNCR to perform maintenance necessitated by or resulting from the Fee Owner's activities on the Property, including Forestry.

2.G DNCR shall, at its discretion, but in consultation with the Fee Owner, close the Trails when weather, snow cover and ground conditions make the Trails unsuitable for snowmobile use.

2.H Bridges and other trail improvements shall be designed and constructed for multi-use and multi-season recreational use and shall be maintained by DNCR. Bridge design shall be reviewed with the Fee Owner and DNCR shall make reasonable efforts to incorporate Fee Owner's suggestions into the design. To the extent that a bridge is designed and constructed at the request of the Fee Owner for uses other than snowmobile crossing, the Fee Owner and DNCR shall allocate the cost of construction accordingly. If a portion of the Trails are permanently relocated or

abandoned, DNCR shall consult with the Fee Owner and shall remove all bridges the Fee Owner requests be removed there from. DNCR shall not be responsible for any actions or use of the Trails taken by or on behalf of the Fee Owner.

2.1 DNCR shall obtain all necessary Federal, State and local permits and approvals, and remain in compliance with and abide by the terms of those permits and approvals, and all Federal, State, and local laws and regulations regarding the construction, maintenance and supervision of use upon the Trails.

3. MONITORING TRAIL USE

Fee Owner and DNCR agree to cooperatively monitor snowmobile usage on the Property to ensure that the current ecological conditions and the Purposes of the Conservation Easement are not diminished or degraded by snowmobile use and that snowmobile use is limited to the designated Trails and is done in compliance with then existing state laws, administrative rules and this Agreement. DNCR agrees to meet with the Fee Owner at least annually at a mutually agreed upon date, and more often at the request of either party, to discuss snowmobile use issues that may develop and consider management options, including posting to limit or close access to some Trails to address those issues within the context and Purposes of the Conservation Easement.

4. DISPUTE RESOLUTION

The Fee Owner and DNCR shall have the right to resolve any dispute arising hereunder by the same means as provided in Section 12 ("Disputes") of the Conservation Easement Deed referred to in Paragraph 1 above.

5. RIGHT TO RECORD

DNCR shall record this Agreement in the Coos County Registry of Deeds. DNCR shall record any Amendment hereto, including any change in the location of the Trails that would result in the change to Conservation Easement Deed, Appendix B.

6. LIMITATION OF LIABILITY

Nothing in the Snowmobile Agreement shall be a basis for any liability on the part of the Fee Owner with respect to personal injury or property damage sustained by any person. The Fee Owner and DNCR are entitled to the protections of RSA 508:14, RSA 215:34(II) and RSA 212:34. DNCR shall name the Fee Owner as a named insured in any and all general liability insurance policy obtained by DNCR for the Property and for activities undertaken by DNCR hereunder. Notwithstanding and in addition to the foregoing, DNCR claims all of its rights and protections under the doctrine of sovereign immunity.

7. ASSIGNMENT AND TRANSFER

This Snowmobile Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs or assigns. The rights, interests or

obligations hereunder may be assigned by DNCR, but compliance with the terms of this Agreement shall remain the responsibility of State of New Hampshire.

8. AMENDMENT

This Snowmobile Agreement represents the final agreement of the parties. This Snowmobile Agreement can be amended only by a written modification signed by both parties and recorded in the Coos County Registry of Deeds. Any attempted oral modification of this Snowmobile Agreement shall be of no force and effect.

9. GOVERNING LAW

This Snowmobile Agreement shall be governed by, construed by, and enforced in accordance with the laws of the State of New Hampshire. The rights granted herein are subject to the laws, rules and regulations governing the use of snowmobile trails by the public.

Signatures on following page

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20__.

Gorham Land Company LP

By: _____

Name:

Title:

Duly Authorized

STATE OF _____

COUNTY OF _____

Before me:

This instrument was acknowledged before me on this ____ day of _____, 20__,
by _____ as _____ of Gorham
Land Company, LP, a New Hampshire corporation, on behalf of the corporation.

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 Sarah L. Stewart, Commissioner of the Department of Natural and Cultural Resources of the
State of New Hampshire, on behalf of the State of New Hampshire.

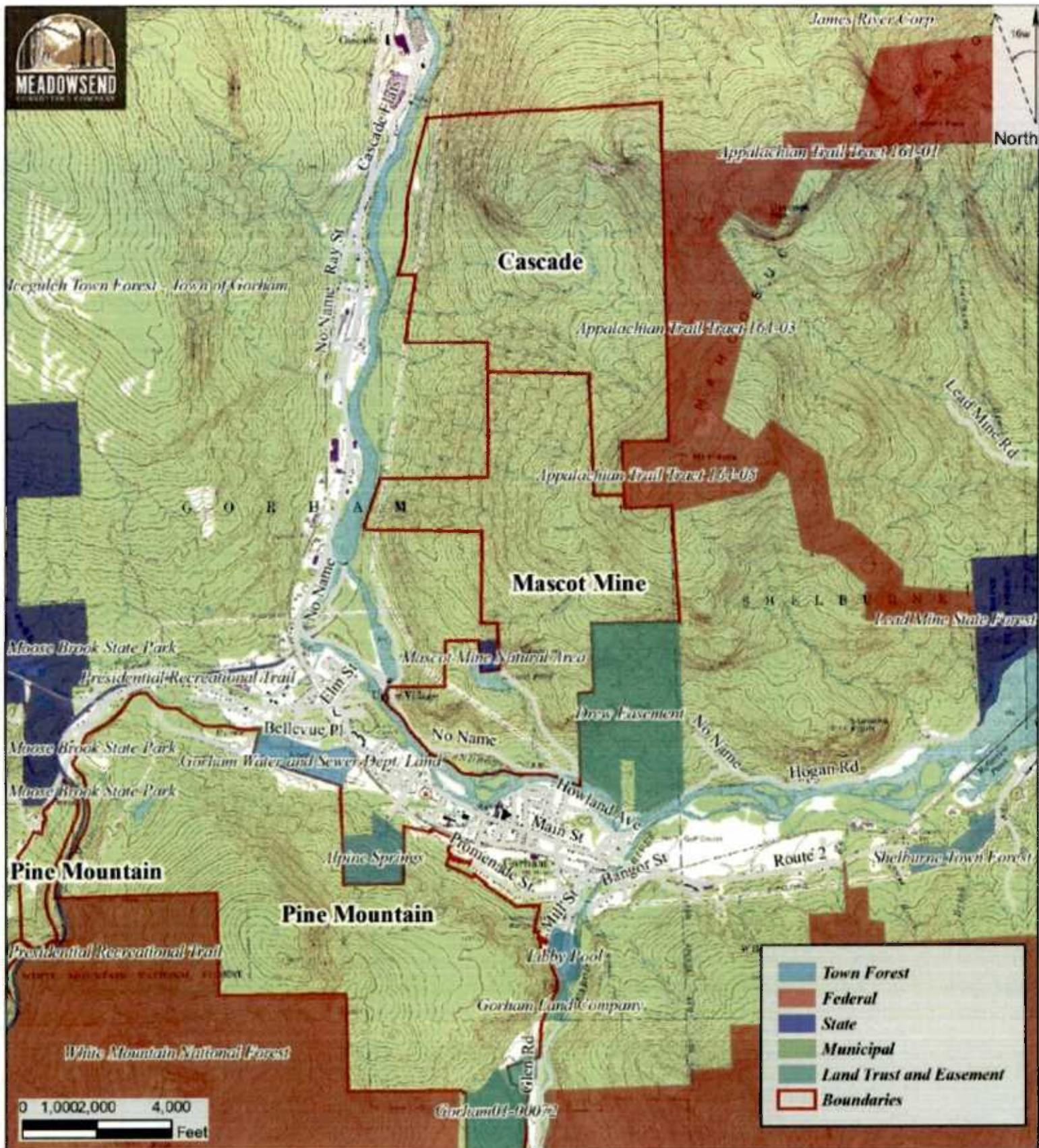
(seal)

Justice of the Peace/Notary Public

My Commission Expires _____

Approved by Governor and Council: Date: _____, Agenda Item: _____

APPENDIX C
SNOWMOBILE TRAILS MAP



LANDSCAPE MAP

Gorham Land Company

Map Notes:

This map is not a survey, nor is it intended to be used as a survey. Boundary information from GIS and tax map data. Imagery from 2021. Scale: 1:40,000

1,071-acres
Map R5, Lot 5
Gorham, NH

Map created by:
Matthias Nevins, NHLP#518
Meadowsend Consulting Co.
PO Box 966 New London, NH 03257
603-526-8686 meadowsendco.com
October, 2023