



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX: (603) 271-5829

www.wildlife.nh.gov
Email: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

Stephanie L. Simek, Ph.D.
Executive Director

48
66

April 18, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to acquire a conservation easement on 782 +/- acres in the town of Milan, New Hampshire from the Law Office of Cooper Cargill Chant (VC# 155841), North Conway, NH, acting as agent for the Town of Milan, for \$403,755.00, and pay up to \$3,500 for closing costs for a total not to exceed \$ 407,255.00. Effective upon Governor and Council approval. Funding is 91.5% Federal; 8.5% Fisheries Habitat funds.

Funding is contingent upon Governor and Executive Council approval of an accept and expend of \$368,755 included on this agenda. Fiscal Committee approved FIS 25-088 to accept and expend \$368,755 at the April 18, 2025 meeting.

Funding is available as follows:

03-75-75-751520-21550000 Wildlife Habitat Conservation

	<u>FY2025</u>
020-07500-21550000-033-509033 Land Acquisitions and Easements	\$372,255.00

03-75-75-752020-21270000 Inland Fisheries Management – Fisheries Habitat Management

	<u>FY2025</u>
20-07500-21270000-073-500581 Grants-Non Federal	\$ 35,000.00

EXPLANATION

NHFG proposes to acquire conservation easements from the Town of Milan (the Town), acting by and through its Milan Community Forest Committee, on two parcels totaling approximately 782 +/- acres. A 646.76-acre woodland tract has been managed as undeveloped timberland. The conservation of the lowland spruce-fir, northern hardwoods, and shrub wetlands on this tract will conserve habitat for a variety of wild birds and mammals including deer, bear, turkey, Canada lynx, and more than 60 recorded species of birds including ruffed grouse, bald eagle, and northern harrier. This tract includes a 2-mile snowmobile trail (NH Snowmobile Corridor #19) that will continue to be permitted.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council

Page 2 of 2

A 135.32-acre riverland tract will permanently conserve over two (2) miles of river frontage on the Androscoggin River and Stearns Brook ensuring habitat connectivity for a significant number of wild birds and mammals, and improving water quality by enhancing buffers. The enhanced riparian buffers that will be installed along Stearns brook will protect native stream or river dwelling species including eastern brook trout. The combination of farmland that will continue to be cropped, wetlands, woodland, and future floodplain forests on the river land tract is beneficial to a myriad of game species, furbearers, and other wildlife including high numbers of wood duck and other waterfowl.

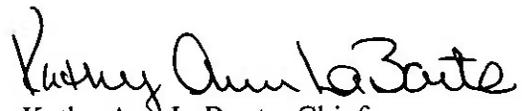
The property will remain open for wildlife-based recreation including, but not limited to hunting, fishing, trapping, and wildlife watching. In fact, one of the primary purposes of the easement is for these uses. A notice of federal grant participation will be executed at closing by the Department that will require these purposes to be upheld in perpetuity. The town will also have the right to allow other public uses including walking, hiking, running, cross-country skiing, snowshoeing, snowmobiling per the terms of the easement.

This acquisition is part of an effort to use Wildlife Restoration Program funds from the USFWS to expand and enhance the statewide Wildlife Management Area system under grant F21AF04030 (W-108-L-2). The NHFG Commission approved the use of \$35,000 from the Fisheries Habitat Account to assist in purchasing the easement on the riverland tract at their July 16, 2024 meeting (minutes attached).

Respectfully submitted,



Stephanie L. Simek, Ph.D.
Executive Director



Kathy Ann LaBonte, Chief
Business Division

Inter-Department Communication

DATE: May 1, 2025

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

SUBJECT: Milan Community Forest Conservation Easements, Town of Milan

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

The Office of the Attorney General has reviewed the Conservation Easement Deeds for the Milan Community Forest Woodland Tract and River Land Tracts and the supporting documents provided, and approves the two Conservation Easement Deeds for form and substance only. Please note that once approved by Governor and Council, and signed by all parties, the Woodland Tract and River Lands Tract Conservation Easement Deeds should be returned to this office for final review of execution before they are recorded in the appropriate county registry of deeds.

Christopher G. Aslin

Christopher G. Aslin

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

CONSERVATION EASEMENT DEED
Woodland Tract

The **TOWN OF MILAN**, acting by and through its **MILAN COMMUNITY FOREST COMMITTEE**, having a mailing address of P.O. Box 300, Milan, NH, 03588, and a physical address of 20 Bridge Street, Milan, NH, (hereinafter referred to as the "Town"), which word includes the plural and shall, unless the context clearly indicates otherwise, include the Town's successors and assigns),

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

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

a **CONSERVATION EASEMENT** hereinafter (hereinafter "Easement") described with respect to that certain parcel of unimproved land (hereinafter "Property"), located in the Town of Milan, consisting of approximately 650+/- acres, situated in the County of Coos, State of New Hampshire, more particularly described in "Appendix A" attached hereto and made a part hereof and shown as Tax Map 44, Lots 37, on a survey plan entitled "Boundary Survey Prepared for Milan Community Forest and N.H. Fish and Game Dept. of Property of The Conservation Fund located off N.H. Route 16, Milan, Coos County, New Hampshire" recorded at the Coos County Registry of Deeds as Plan # _____ (herein referenced as "Survey").

I. PURPOSES

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

- A. To assure that the Property will be retained in a predominantly natural, forested, scenic, undeveloped and open space condition;
- B. To protect and conserve the native biological diversity and habitats on the Property, including but not limited to significant wildlife habitats, rare plants and animals, exemplary natural communities occurring on the Property; and the ecological processes that sustain these features;

- C. The conservation and protection of open spaces, particularly the conservation of the productive forest land of which the Property consists and of the wildlife habitat thereon including for wild birds and mammals, wetlands and upland; and
- D. To conserve the productive forest soils and forestland on the Property for responsible forest and wildlife habitat management that preserves the public benefits of the natural resources of the Property;
- E. To conserve and compatibly manage the Property for the protection of wetlands, aquatic habitat, and surface water resources on the Property;
- F. To further the goals of the NH Wildlife Action Plan and the Wildlife Restoration Program administered by the Department of Interior, U.S. Fish and Wildlife Service (the "Service"), including but not limited to the protection, management and enhancement of wild birds and mammals and their habitats; and
- G. To protect the Property for wildlife-based recreation including, but not limited to hunting, fishing, trapping, and wildlife watching; and
- H. To prohibit uses of the Property that will significantly impair or interfere with these conservation values.

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

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

2. USE LIMITATIONS

Any activity on or use of the Property inconsistent with the Purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following use limitations shall apply to the Property, subject to the provisions of Sections 3, 4 and 5 below:

A. Commercial Activity. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, other than Agriculture and Forestry, including timber harvesting in accordance with a stewardship plan approved by the State as described in Section 4 herein and provided that the productive capacity of the Property to support native wildlife populations shall not be degraded by on-site activities.

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

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

- a. ancillary structures and improvements including, but not limited to, unpaved roads, dams, gates, fences, bridges, culverts or wildlife nest structures may be constructed, placed, or introduced onto the Property to the extent (a) reasonable or necessary to accomplish the conservation, Agriculture, Forestry, Ecological Restoration (defined below) or Wildlife Habitat Management (defined below) uses of the Property, and (b) not detrimental to the Purposes of this Easement; and
- b. unpaved pedestrian trails, informational kiosks and wildlife observation platforms may be constructed, placed, or introduced onto the Property to the extent (a) necessary to accomplish the low-impact noncommercial outdoor recreational or educational uses of the Property, and (b) not detrimental to the Purposes of this Easement, and (c) with review and approval of the State of NH as specified in Section 4.C below; and
- c. The Town shall have the right to construct two parking areas and will have the option to place portable bathroom facilities at said parking areas, as specified in Section 3.I. below

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

- a. are commonly necessary in the accomplishment of the Agriculture, Forestry, Ecological Restoration, Wildlife Habitat Management, road maintenance (Section 3.H.), archeological research, or low-impact non-commercial outdoor recreational uses of the Property as permitted by this Easement;
- b. do not harm state or federally recognized rare, threatened, or endangered species or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Fish and Game Department, Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species;
- c. do not negatively impact wetland vegetation, soils, hydrology, or habitat;
- d. are not detrimental to the Purposes of this Easement; and
- e. are permitted and approved by all federal, state, local, and other governmental entities, as necessary before said activities take place.

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

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

G. Hazardous and Solid Waste. No substances that if discarded or abandoned would be hazardous or solid waste as defined in RSA 147-A and RSA 149-M, shall be disposed of on the Property, and no such substances shall be stored or applied on the Property except in conjunction with activities that are allowed by this Conservation Easement, and provided that the storage and use do not threaten water supply protection and are specifically allowed by this Conservation Easement . No wastes generated off property shall be disposed of, stored or discharged on the Property such as, but not limited to the dumping, spreading, injection, burning, or burial of biosolids, man-made materials or materials then known to be environmentally hazardous, except in conjunction with activities that are allowed by this Conservation Easement, and provided that such use is specifically allowed by this Conservation Easement.

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

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

J. Water Protection. There shall be no pollution, alteration, depletion or extraction from surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Property, except as provided below.

K. Zoning; Rights of Way. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or subdivision regulation with respect to the

development of any other property. No permanent rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the State, and without the written consent of the Regional Director of U.S. Fish and Wildlife Service, except those of record as of the execution of this Easement.

L. Motorized Vehicles. The use of any motorized vehicles, including snowmobiles, except on snowmobile trails established prior to the execution of this Easement, identified on the Survey, all-terrain vehicles or other off highway recreational vehicles as defined in NH RSA 215-A:1 and RSA 215-C:1, or any successor definitions mutually agreed to by the Town and State, is prohibited, except emergency vehicles and as otherwise specifically permitted in this Easement.

M. Ecosystem Services. There shall be no engagement or enrollment of the Property, or any part thereof, in ecosystem services markets, defined as programs marketing the direct and/or indirect contributions of ecosystems to human well-being and which specifically include carbon credit or offset programs, unless such engagement or enrollment in ecosystem services markets is first incorporated into a stewardship plan prepared and approved in conformance with Section 4 below.

Provided further that no engagement or enrollment in ecosystem services markets shall be inconsistent with or interfere with the Purposes, Objectives, and Needs of the Wildlife Restoration Program grant by the United States Fish and Wildlife Service (USFWS), and shall not adversely affect the interest granted under this Easement to the Grantee or the Grantee's right of enforcement.

3. RESERVED RIGHTS

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

A. The Town reserves the right to conduct Agriculture in accordance with an Agricultural Plan outlined in Section 4.A, and Forestry, Ecological Restoration and Wildlife Habitat Management activities in accordance with the Stewardship Plan outlined in Section 4.B, as described below.

- a. *Agriculture*. For the purposes hereof, "Agriculture" is the right to establish, re-establish, maintain and use cultivated fields for the production of plant products for domestic or commercial purposes, in accordance with generally accepted agricultural practices and sound husbandry principles, together with the right to construct, maintain and repair gravel or other permeable surface access roads for these purposes on, over and through the Property. Agriculture may not occur outside the Agricultural Zone. The location of an Agricultural Zone will be determined in the Agricultural Plan, defined in Section 4A. Agriculture will not be permitted in the Riparian Buffers as defined in Section 4.F.
- b. *Forestry*. For the purposes hereof, "Forestry" shall include the growing, stocking, harvesting, cutting, and sale of forest trees of any size for forest products or "Wildlife Habitat Management" (as defined below) but not for nursery production; and the

construction of roads or other access-ways for forestry purposes on the Property, all as not detrimental to the Purposes of this Easement.

- c. *Ecological Restoration.* For the purposes hereof, "Ecological Restoration" is the right to engage and permit others to engage in Ecological Restoration Activities, as defined below, pertaining to, without limitation, wetlands, river and stream banks, riparian areas, ponds, oxbows and other impoundments, wildlife habitat, natural communities, Invasive Exotic Species (defined below) infestations, or fire regime. "Ecological Restoration Activities" are those activities to renew or restore degraded, damaged or destroyed ecosystems and habitats by means that may include, without limitation, earthworks, stream restructuring, revegetation, removal or control of invasive species, restoration or ecological modification of wetlands, riverbanks, stream banks or riparian areas, or restoration of fire regime, and the right to plan, design, monitor, maintain and correct the same.
- d. *Wildlife Habitat Management.* For the purposes hereof, "Wildlife Habitat Management" shall mean the practical application of scientific, technical and/or traditional indigenous principles so as to maintain native plant and animal species and their habitats. Activities may include, but shall not be limited to, cutting, pruning, girdling, mowing, brush-hogging or burning of trees or other vegetation to improve habitat conditions; establishing and maintaining firebreaks and buffer zones to reduce wildfire hazards and facilitate prescribed burning; conducting prescribed burns; installing denning or nesting structures for improving the utilization of natural resources and habitats by wildlife populations; and controlling non-native and invasive species through mechanical, chemical, or other means.

B. Transfer Ownership. The right to sell, give, mortgage, lease, or otherwise convey the Property, provided such conveyance is subject to the terms of this Easement and written notice is provided to the State in advance of the transfer in accordance with Section 6 below.

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

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

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

F. Hunting. The right to allow hunting, trapping, and fishing on the Property, including the right to allow temporary hunting platforms and blinds in accordance with State laws and regulations.

G. Maintenance Vehicles. The right of the Town and its agents to operate motorized vehicles, bicycles, and other mechanized vehicles only for purposes of maintaining and managing the Property and for other uses specifically permitted in this Easement.

H. Road Maintenance. The right to maintain and repair existing gravel roads in the location shown on the Surveys and as described in the Baseline Documentation Report. This right shall include establishing and maintaining culverts. The creation, relocation of roads, building of bridges and any other ancillary structure for Agricultural, Forestry or Stewardship purposes shall be outlined in the Plans, as described in Section 4 below. There shall be no building of new roads or improvement of existing roads to a higher functional classification (e.g., improve a seasonal road to a gravel road). Care shall be taken to prevent the introduction of invasive species with equipment and material brought on to the Property.

This includes the right to remove gravel from an esker located near the southern boundary line, to be further identified in the Baseline Documentation Report and approved by the State. Location of use must be measured in the field, and cannot be within a riparian buffer zone, as defined in Section 4.F. The gravel is to be used on the roads located within the Property, or on other Milan Community Forest conserved lands, for gravel road maintenance, repair, and relocation purposes.

I. Parking Areas. The right to construct and maintain two parking areas—one on each access point (Head Pond Road and Route 16 access points) for the purpose of accommodating public outdoor recreational and educational uses of the Property and will have the option to place portable bathroom facilities at said parking area. The parking area location and size shall be identified in the Stewardship Plan (defined below). Parking area location, size, substrate, and layout will be designed to minimize negative ecological impacts and shall not be detrimental to the Purposes of this Easement.

J. Property Restoration. The right to restore to a natural and native vegetated condition any roads or other areas altered by human activity, or to conduct stream or habitat restoration in other areas with native vegetation and species suitable to the site, provided that this activity shall be performed subject to and in accordance with a written Stewardship Plan developed by the Town according to the specifications in Section 4.

K. Invasive Species. The right to control or remove for ecological purposes, exotic invasive species, provided that any control other than early detection-rapid response shall be performed in accordance with the Plans developed by the Town according to the specifications in Section 4. The Town reserves the right to conduct early detection-rapid response management without a written Plan.

L. Signs. The right of the Town to post signs required for appropriate management of the Property, such signs being consistent with similar signage on other properties of the Town. The Town will consult and come to agreement with the State in designing and applying appropriate signage reflecting the State's role and other funding sources in protecting the Property.

M. Use of Chemicals. The right to use herbicides, pesticides, fungicides, or rodenticides on the Property provided that such use of chemicals is common and necessary to (a) control a pest or disease outbreak that poses a threat to crop or tree health on the Property or in the region; (b) control exotic invasive species; or (c) implement agricultural or forestry uses of herbicides, pesticides and fertilizers. All such chemical applications shall be applied by a licensed applicator, be consistent with applicable statutes and regulations, utilize the narrowest spectrum, least persistent, yet effective, chemicals available, and, aside from early detection-rapid response management, be described in the Plans.

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

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

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

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

R. Water Usage. In performing Agriculture, Forestry, Ecological Restoration and Wildlife Habitat Management activities, including, without limitation, establishing and maintaining crops, and . establishing, improving, and maintaining restored habitat areas, the Town may use surface and subsurface water resources on the Property, to the extent not detrimental to water purity, quality or quantity and consistent with the Purposes of the Easement and subject to the Town's compliance with

any and all local and state legal requirements.

4. PLANNING

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

The Town and State acknowledge that the Purpose of the Plans is to guide Agriculture, Forestry, Ecological Restoration and Wildlife Habitat Management activities to be in compliance with this Easement. If the common definition of an activity is covered under more than one Plan (for example, Christmas trees are considered forestry and agriculture), the Town will consult with the State as to which Plan the activity is more closely aligned, and which Plan will determine compliance therewith.

A. Agriculture Plan. The Agriculture Plan will address Agriculture activities. Any Agriculture Plan must contain the following:

- a. *Content.* The Agriculture Plan must be prepared in accordance with the requirements of, and contain the elements listed below.
 - i. Overview Map. Map of the areas where Agriculture will occur within the Agricultural Zone, defined below.
 - ii. Agricultural Zone. The location of an Agricultural Zone on the Property shall not impair or degrade any known exemplary natural communities, unique or fragile natural features, or rare or endangered plant or animal species identified on the Property and shall be consistent with the Purposes of this Easement, and shall be identified in the Plan approved by the State. Agricultural Zones shall comply with and be outside of Riparian Buffers as defined in Section 4.F.
 - iii. Access Roads. Map indicating gravel roads used to access the Property including those to be constructed, relocated or repaired, along with a description of the scope of work.
 - iv. Crop Plan and Detailed Map. Description of the crops and any other vegetative types to be cultivated or otherwise introduced to the Property and a map depicting the planting plan.
 - v. Description of Chemical Use.
 1. Herbicides and Pesticides. A plan for the use of any herbicides, fungicides and pesticides, including crop seeds treated with same. The plan should include a description of chemicals to be used, volumes and method of application and description of how such application is not inconsistent with the Purposes of the Easement.

2. Fertilizers. A plan for the use of any fertilizers, including the medium, any chemicals, volumes and method of application and description of how such application is not inconsistent with the Purposes of the Easement.
 - vi. Soil Protection. Soil Conservation Practices, developed by an NRCS-certified planner, or, with the State's approval, another certified expert.
 - vii. Nonpoint Source Pollution Reduction. Nutrient Management Plan prepared by a Certified Crop Advisor of the American Society of Agronomy, or, with the State's agreement with another certified expert.
- b. *Updates.* The Agriculture Plan shall have been prepared not more than 5 years prior to the date of any Agriculture activity. Agriculture Plans prepared more than 5 years prior to the anticipated Agriculture activity date must be reviewed and updated for the State's approval in accordance with this Section.

B. Stewardship Plan. All non-Agriculture elements of Property operation and management, including, without limitation, Forestry, Ecological Restoration and Wildlife Habitat Management Activities, will be addressed in the Stewardship Plan. The Stewardship Plan must be prepared by a licensed professional forester, or a certified wildlife biologist or other qualified person (the "Resource Professional"). Any person other than a licensed professional forester, a certified wildlife biologist shall be considered a Resource Professional under this Easement only if approved in advance and in writing by the State.

- a. *Content.* The Stewardship Plan shall specifically address and include at least the following elements:
- i. The long-term protection of the Purposes for which this Easement is granted, as described in Section 1 above;
 - ii. The following stewardship goals:
 1. maintenance or enhancement of the Property's fish and wildlife habitat values;
 2. maintenance of soil productivity and protection against soil erosion;
 3. maintenance or improvement of the overall quality of forest products;
 4. protection of fish habitat, water quality, wetlands, and riparian zones;
 5. protection of rare plants and animals;
 6. protection of unique or fragile natural areas;
 7. conservation of native plant and animal species;
 8. protection of unique historic and cultural features; and
 9. protection of passive non-commercial recreational qualities.
 - iii. A statement of landowner management objectives consistent with the Purposes of the Easement and stewardship goals stated above;
 - iv. A map showing the Property's boundaries, access roads(including those to be

constructed, relocated, or repaired), forest stand and wildlife habitat types in those areas where Forestry, Ecological Restoration or Wildlife Habitat Management shall occur, known locations of historic resources, and known locations of rare species and exemplary natural communities;

- v. A map showing current and desired future trail network and recreational structures as they relate to wildlife habitat types including wetlands, oxbows, known vernal pools, and identified locations of rare and threatened plant and wildlife species, exemplary natural communities, and species of greatest conservation need. A description of how recreation infrastructure avoids detrimental impacts to said habitats, plant and wildlife species based on on-the-ground knowledge, the above mapping assessment, and an assessment of desired trails using “Trails for People and Wildlife” (NH Fish and Game Department, 2019) or successor publications;
 - vi. A description of the Property’s existing conditions and natural features including land cover, topography, soils, wetlands, and wildlife habitat features, low-impact non-commercial recreational and educational uses, and boundary conditions;
 - vii. Identification of plant and wildlife species of conservation concern, and how management will enhance or avoid detrimental impacts to said plant and wildlife species;
 - viii. Management prescriptions and activities for Forestry, Ecological Restoration, Wildlife Habitat Management, conservation, low-impact non-commercial recreation, and education; and
 - ix. Proposed schedule of implementation of management prescriptions, including a schedule for boundary, road and trail maintenance.
- b. *Updates.* The Stewardship Plan shall have been prepared not more than 15 years prior to the date of any Forestry, Ecological Restoration or Wildlife Habitat Management activity. Stewardship Plans prepared more than 15 years prior to the anticipated Forestry, Ecological Restoration and/or Wildlife Habitat Management activity date must be reviewed and updated for the State’s approval in accordance with this Section 4.

C. Approval. The Town and State shall collaborate on the development of the Plans, which could include, but is not limited to, field visits to discuss management options and reviewing drafts of individual plan sections. The Town and the State shall agree on the plans prior to submission of each Plan to the State for approval. The Town shall then submit the agreed upon Plan at least ninety (90) days prior to applicable land management activities. Within sixty (60) days after the State’s receipt of any Plan, the State shall approve or disapprove the same with respect to its wildlife habitat impacts, consistency with the Purposes stated in Section 1, applicable stewardship goals and compliance with this Easement, and so inform the Town in writing. Any disapproval shall specify in detail the reasons therefore. If the State fails to so approve or disapprove within said period, the Town may proceed with Agriculture, Forestry, Ecological Restoration and/or Wildlife Habitat Management activities to the extent not inconsistent with the Purposes set out in Section 1 above.

D. Amendments. In the event that the Town proposes a new Agriculture, Forestry, Ecological Restoration or Wildlife Habitat Management activity not included in a previously approved Plan, the Town shall follow the procedure described in C. Approval above and submit an amendment to the applicable Plan for the State's approval prior to conducting any such new management activity. Such amendments shall include any changes and additions to or deletions from the previously approved Plan.

E. Compliance.

- a. All activities shall be carried out in accordance with the approved Plans, all applicable local, state, federal and other laws and regulations, and the then-current generally accepted best management practices for the sites, soils, and terrain of the Property, including, without limitation the then-current, replacement or similar successor publications of:
 - i. "Best Management Practices for Agriculture in New Hampshire: Best Practices for Managing Agricultural Compost, Fertilizer and Manure" (New Hampshire Department of Agriculture, Markets, and Food, 2017); and
 - ii. "Best Management Wetlands Practices for Agriculture" (New Hampshire Department of Agriculture, Markets, and Food, 2019); and
 - iii. "New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations" (NH Forests and Lands and UNH Cooperative Extension, 2016), and
 - iv. "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (Bennett, Karen P., editor 2010).
- b. All Ecological Restoration activities shall be conducted in accordance with the approved Stewardship Plan and be supervised by a Resource Professional.
- c. Any and all recreation trail construction and maintenance shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and to the extent practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see the then-current, replacement or similar successor publications of:
 - i. "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (NH Division of Parks and Recreation; Bureau of Trails, 2017); and
 - ii. "Trails for People and Wildlife" (NH Fish and Game Department, 2019).

F. Riparian Buffers. The riparian buffer zones shall apply to forestry adjacent to streams, rivers,

ponds, and non-forested wetlands, hereinafter referred to collectively as “Water Bodies.” Streams, ponds, and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Non-forested wetlands shall include those emergent and shrub wetlands shown on National Wetlands Inventory maps, Town wetlands inventory maps, NH GRANIT land cover maps, all subject to field verification and modification based on actual conditions. The Water Bodies require special buffer areas to protect water quality and to protect the ecological health of the systems associated with such Water Bodies. Given such, Agriculture may not occur within 50 feet from the upland edge of normal high-water mark of the Water Body without the prior written approval of the State, Forestry, Ecological Restoration, and Wildlife Habitat Management activities will follow buffers outlined in “Good Forestry in the Granite State” (Bennett, Karen P., editor 2010) or successor publications.

5. AFFIRMATIVE RIGHTS OF THE STATE; PUBLIC ACCESS

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

- i. The State and its agents shall have reasonable access to the Property and all of its parts for such inspections as are necessary to determine compliance with and enforce this Easement and to exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement
- ii. The State, in consultation with the Town, shall have the right but not the obligation to mark and maintain the boundaries of the Easement, in consultation with the Town.
- iii. The Town shall provide the State with a reasonable opportunity to meet and confer with the Town at least annually to review proposed land use and management activities and to evaluate land use and management activities commenced in the previous years. The Town shall report on the status of the Stewardship Plan, the timetable for implementation, any activities that require the State’s review or approval, and the consistency of all management activities and land uses on the Property with the Purposes and terms of this Conservation Easement. The State shall report on the status of any monitoring or management activities performed or planned by the State on the Property.

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

determined by the Town.

6. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The State shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.
- B. The Town shall provide to the State, a 60-day advance notification of transfer of title.

7. BENEFITS AND BURDENS

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

8. MERGER

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

9. BREACH OF EASEMENT

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the State, it shall consult with the Town to rectify the issue. Should the initial consultation fail to rectify the situation, the State shall notify the Town in writing of such breach or conduct, delivered in hand, by certified mail, or electronic means, return receipt requested.
- B. The Town shall, within thirty (30) days after receipt of such notice, undertake those actions, including but not limited to restoration (except for injury to or change in the Property resulting from causes beyond the Town's control, as described in subparagraph D. below), which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Town shall promptly notify the State of its actions taken under this Section.
- C. If the Town fails to take such proper action under the preceding paragraph, the State shall have the

right but not the obligation, as appropriate to the Purposes of this Easement, to undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Town's name or to terminate such conduct. The cost thereof, including the State's expenses, court costs, and reasonable legal fees, shall be paid by the Town, if the Town is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the State to bring any action against the Town for any injury to or change in the Property resulting from causes beyond the Town's control, including, but not limited to, unauthorized actions by third parties, including unauthorized motor vehicle use, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Town under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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

10. NOTICES

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

11. SEVERABILITY

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

12. CONDEMNATION/EXTINGUISHMENT

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

B. If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate the easement restrictions herein, in whole or in part, the Town and the State shall act jointly to recover the full value of the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by the Town and State in connection with the taking or in lieu purchase shall be paid out of the amount

recovered. The amount of the proceeds to which the parties shall be entitled, after payment of any expenses, shall be determined in accordance with Section 12.C below.

C. This Easement constitutes a real property interest immediately vested in the State with a proportionate ownership value of 37.18% of the appraised fair market value of the Property at the time of this grant, which proportionate value shall remain constant. The proceeds shall be distributed based on this proportionate value of the Easement to the underlying fee interest. For the purposes of Sections 12.A and 12.B, the fair market value shall be determined by an appraisal conducted by a qualified real estate appraiser in accordance with Uniform Appraisal Standards for Federal Land Acquisition at of the time of said extinguishment or condemnation. The balance of the amount recovered, after payment of any expenses, shall be divided between the parties in proportion to their respective interests in that part of the Property extinguished or condemned.

D. By virtue of the Wildlife Restoration Program grant from the Service to the State for the State's purchase of this Easement, and of the provisions set forth in the Notice of Federal Participation, the Service shall be entitled to 86.27% of the proceeds payable to the State pursuant to this Section with the State entitled to the remaining 13.73%, donated as federal match from the Town, unless the Regional Director of the Service consents to or requires the State's use of the Service's portion of the proceeds to acquire other land or interests in land of equal or greater monetary and resource value.

13. ADDITIONAL EASEMENT

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

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

14. FEDERAL GRANT

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

in the Notice of Federal Participation (attached hereto as Appendix B), and to the other administrative requirements of the applicable grant funding program of the Service.

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

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

[Signatures commence on following page]

IN WITNESS WHEREOF, we have hereto under set our hand this _____ day of _____, 2025.

Town of Milan Board of Selectmen

Peter Nolet, Chair

Jason Huter

Dana Brouillette

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

On this _____ day of _____, 2025, before me the undersigned officer, personally appeared the Board of Selectmen, Town of Milan who acknowledged the foregoing to be their voluntary act and deed for the purposes therein contained.

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

Accepted:
State of New Hampshire Fish & Game Department

By: _____
Stephanie L. Simek, Ph.D., Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

Personally appeared Stephanie L. Simek, Ph.D., Executive Director of the New Hampshire Fish and Game Department, this ____ day of _____, 2025 and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.

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

The Milan Community Forest was established after the acceptance by the Town of Milan at the 2012 Town Meeting, Warrant Article 9.

Approved by Governor and Executive Council: _____ Item # _____

APPENDIX A
Property Description

A certain lot or parcel of land situated in the Town of Milan, Coos County, New Hampshire, bounded and described as follows:

Beginning on the southerly side of Lehawk Road at a 4"x4" wood post found at the northwesterly corner of land now or formerly of Thomas Carney and Amy H. Stokes as described in deed book 649, page 536 of the Coos County land records, thence

South 19°-08'-38" West, 2093.18' by said land of Carney and Stokes to a 4"x4" wood post found, thence

South 18°-26'-25" West, 882.02' by land now or formerly of Paul E. Ouellette as described in deed book 876 page 745 to a 3/4" rebar found, thence

South 86°-09'-31" West, 4559.86' by other land now or formerly of Thomas Carney and Amy H. Stokes to a 5/8" rebar set in a found stone pile, thence

South 18°-18'-38" West, 3253.58' by said land of Thomas Carney and Amy H. Stokes to a 5/8" rebar set in a found stone pile, thence

South 86°-49'-01" West, 2252.67' by land now or formerly of Bayroot, LLC as described in deed book 1425 page 254 to a 5/8" rebar set in a found stone pile, thence

North 17°-53'-02" East, 3270.84' by said land of Bayroot, LLC to a 5/8" rebar set in a found stone pile, thence

North 17°-42'-38" East, 2498.57' by land now or formerly of Stephen H. Woodward as described in deed book 649 page 287 to a 1-1/2" iron pipe found in a stone pile, thence

North 86°-35'-01" East, 2315.86' by land now or formerly of Dana Brouillette, LLC as described in deed book 1601 page 118 to a 5/8" rebar set in a found stone pile, thence

North 18°-21'-33" East, 1999.72' by said land of Brouillette to a 1-1/2" wood stake in stone pile found, thence

North 87°-43'-53" East, 2123.49' by land now or formerly of Daniel J. Cordwell and Nona J. Cordwell as described in deed book 1018 page 266 to a 1-1/2" iron pipe found, thence

South 18°-25'-43" West, 285.32' by land now or formerly of Eugene F. Cordwell and Sarah E. Cordwell Revocable Trust as described in deed book 1309 page 881 to a 5/8" rebar found, thence

South 18°-28'-01" West, 353.89' by land now or formerly of Dana Legendre as described in deed book 1259 page 591 to a 5/8" rebar found, thence

South 18°-28'-13" West, 292.50' by land now or formerly of Matthew Hawkins and Jolinda Hawkins as described in deed book 1210 page 652 to an unmarked corner, thence

South 18°-28'-13" West, 352.25' by land now or formerly of Mark A. Dumont and Barbara Y. Dumont as described in deed book 1209 page 733 to a 5/8" rebar found, thence

South 88°-30'-38" East, 2365.82' by said land of Dumont to the point of beginning.
Containing 646.76 acres.

Excepting from the above described parcel a 3.05-acre parcel of land with buildings thereon bounded and described as follows:

Commencing on the southerly side of Lehawk Road at a 4"x4" wood post found at the northwesterly corner of land now or formerly of Thomas Carney and Amy H. Stokes as described in deed book 649, page 536 of the Coos County land records, thence

South 37°-00'-59" West, 900.59' to a 5/8" rebar set at the Point of Beginning of said 3.05-acre parcel, thence

South 80°-38'-39" West, 413.44' to a 5/8" rebar set, thence

North 69°-56'-42" West, 171.47' to a 5/8" rebar set, thence

North 6°-21'-01" West, 290.22' to a 5/8" rebar set, thence

South 75°-50'-13" East, 533.92' to a 5/8" rebar set, thence

South 29°-10'-45" East, 171.10' to the point of beginning.

The above bearings refer to Grid North and are based on the New Hampshire Coordinate System.

APPENDIX B

Notice of Federal Grant Participation

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "State") acknowledges that 650 acres of unimproved land, located in the Town of Milan and further described in the above Conservation Easement (hereinafter "Easement") is acquired in part with federal funds received from the Wildlife Restoration Program (CFDA # 15.611) administered by the U.S. Fish and Wildlife Service, Division of Wildlife and Sport Fish Restoration and its successors and assigns (hereinafter "Service") and that the Easement is subject to all the terms and conditions of Grant Agreement Number F21AF04030, NH-W-108-L-2 (hereinafter "Grant Agreement") with a grant effective date of August 1, 2021 between the Service and the Department. Copies of the Grant Agreement are kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

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

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

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

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

IN WITNESS WHEREOF, the State of New Hampshire, acting through its Fish and Game Department has set its hand and seal on this day ____ of _____, 2025.

Stephanie L. Simek, Ph.D., Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this ____ day of _____, 2025, Stephanie L. Simek, who acknowledges herself the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to execute the foregoing instrument for the purposes therein contained, by signing her name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace
My Commission Expires:

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

CONSERVATION EASEMENT DEED

River Land Tracts

The **TOWN OF MILAN**, acting by and through its **MILAN COMMUNITY FOREST COMMITTEE**, having a mailing address of P.O. Box 300, Milan, NH, 03588, and a physical address of 20 Bridge Street, Milan, NH, (hereinafter referred to as the "Town"), which word includes the plural and shall, unless the context clearly indicates otherwise, include the Town's successors and assigns),

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

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

a **CONSERVATION EASEMENT** hereinafter (hereinafter "Easement") described with respect to that certain parcel of land (hereinafter "Property") being two (2) tracts of unimproved land separated by the Androscoggin River, located in the Town of Milan, consisting of approximately 135.52+/- acres, situated in the County of Coos, State of New Hampshire, more particularly described in "Appendix A" attached hereto and made a part hereof and shown as Tax Map & Lot numbers 42-2-1, and 42-2-F on survey plans entitled "Minor Subdivision of Tax Map 42 Lot 2-I, Property of The Conservation Fund Lot 15 Range 11 Division 2, and Part of Lots 16 & 17 Ranges 10 & 11 Division 2 Route 16, Milan, New Hampshire" recorded at the Coos County Registry of Deeds as Plan #4444 and "Minor Subdivision of Tax Map 42 Lot 2-F, Property of The Conservation Fund Lot 15 Range 11 Division 2 and Part of Lots 16 & 17 Ranges 10 & 11 Division 2 East Side River Road, Milan, New Hampshire" recorded at the Coos County Registry of Deeds as Plan #4445 (herein referenced as "Survey").

1. PURPOSES

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

- A. To protect and conserve the native biological diversity and habitats on the Property, including but not limited to significant wildlife habitats, rare plants and animals, exemplary natural communities occurring on the Property; and the ecological processes that sustain these features;
- B. To conserve and protect open spaces, particularly the wetland and floodplain forest areas located

on portions of the Property and to maintain natural geomorphic river processes of Stearns Brook and the Androscoggin River;

- C. To protect productive agricultural soils and allow for continued agricultural uses on portions of the Property, consistent with habitat management goals;
- D. To conserve natural floodplain vegetative communities, including floodplain forest, and riparian buffers within areas on the Property that will (i) support current and future flood attenuation, slow runoff and absorb excess water to lessen downstream flooding, (ii) improve and protect water quality in the Androscoggin River and its tributaries by decreasing nonpoint source pollution and nutrient load, and (iii) provide habitat and enhance connectivity for wildlife;
- E. To further the goals of the NH Wildlife Action Plan and the Wildlife Restoration Program administered by the Department of Interior, U.S. Fish and Wildlife Service (the "Service"), including but not limited to the protection, management and enhancement of wild birds and mammals and their habitats;
- F. To protect the Property for wildlife-based recreation including, but not limited to hunting, fishing, trapping, and wildlife watching;
- G. To prohibit uses of the Property that will significantly impair or interfere with these Purposes; and
- H. To conserve the above-described Purposes in perpetuity.

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

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

2. USE LIMITATIONS

Any activity on or use of the Property inconsistent with the Purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following use limitations shall apply to the Property, subject to the provisions of Sections 3, 4 and 5 below:

A. Commercial Activity. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, other than Agriculture and Forestry, including timber harvesting in accordance with a stewardship plan approved by the State as described in Section 4 herein and provided that the productive capacity of the Property to support native wildlife

populations shall not be degraded by on-site activities.

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

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

- a. ancillary structures and improvements including, but not limited to, unpaved roads, dams, gates, fences, bridges, culverts or wildlife nest structures may be constructed, placed, or introduced onto the Property to the extent (a) reasonable or necessary to accomplish the conservation, Agriculture, Forestry, Ecological Restoration (defined below) or Wildlife Habitat Management (defined below) uses of the Property, and (b) not detrimental to the Purposes of this Easement; and
- b. unpaved pedestrian trails, informational kiosks and wildlife observation platforms may be constructed, placed, or introduced onto the Property to the extent (a) necessary to accomplish the low-impact noncommercial outdoor recreational or educational uses of the Property, and (b) not detrimental to the Purposes of this Easement, and (c) with review and approval of the State of NH as specified in Section 4.C below and
- c. The Town shall have the right to construct two parking areas and will have the option to place portable bathroom facilities at each parking area, and use designated fields as parking for specific events as specified in Section 3.I. below

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

- a. are commonly necessary in the accomplishment of the Agriculture, Forestry, Ecological Restoration, Wildlife Habitat Management, road maintenance (Section 3.H.), archeological research, or low-impact non-commercial outdoor recreational uses of the Property as permitted by this Easement;
- b. do not harm state or federally recognized rare, threatened, or endangered species or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Fish and Game Department, Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species;
- c. do not negatively impact wetland vegetation, soils, hydrology, or habitat;
- d. are not detrimental to the Purposes of this Easement; and

- e. are permitted and approved by all federal, state, local, and other governmental entities, as necessary before said activities take place.

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

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

G. Hazardous and Solid Waste. No substances that if discarded or abandoned would be hazardous or solid waste as defined in RSA 147-A and RSA 149-M, shall be disposed of on the Property, and no such substances shall be stored or applied on the Property except in conjunction with activities that are allowed by this Conservation Easement, and provided that the storage and use do not threaten water supply protection and are specifically allowed by the instrument. No wastes generated off property shall be disposed of, stored or discharged on the Property such as, but not limited to the dumping, spreading, injection, burning, or burial of biosolids, man-made materials or materials then known to be environmentally hazardous, except in conjunction with activities that are allowed by this Conservation Easement, and provided that such use is specifically allowed by the Conservation Easement.

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

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

J. Water Protection. There shall be no pollution, alteration, depletion or extraction from surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Property except as provided in the Plans (defined below).

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

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

M. Ecosystem Services. There shall be no engagement or enrollment of the Property, or any part thereof, in ecosystem services markets, defined as programs marketing the direct and/or indirect contributions of ecosystems to human well-being and which specifically include carbon credit or offset programs, unless such engagement or enrollment in ecosystem services markets is first incorporated into a stewardship plan prepared and approved in conformance with Section 4 below.

Provided further that no engagement or enrollment in ecosystem services markets shall be inconsistent with or interfere with the Purpose, Objectives, and Needs of the Wildlife Restoration Program grant by the United States Fish and Wildlife Service (USFWS), and shall not adversely affect the interest granted under this Easement to the Grantee or the Grantee's right of enforcement.

3. RESERVED RIGHTS

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

A. The Town reserves the right to conduct Agriculture in accordance with an Agricultural Plan outlined in Section 4.A, and Forestry, Ecological Restoration and Wildlife Habitat Management activities in accordance with the Stewardship Plan outlined in Section 4.B, as described below.

- a. *Agriculture*. For the purposes hereof, "Agriculture" is the right to establish, re-establish, maintain and use cultivated fields for the production of plant products for domestic or commercial purposes, in accordance with generally accepted agricultural practices and sound husbandry principles, together with the right to construct, maintain and repair gravel or other permeable surface access roads for these purposes on, over and through the Property. Agriculture may not occur outside the Agricultural Zone. The initial location of the Agricultural Zone is shown in the Baseline Documentation Report. Agriculture will not be permitted in the Riparian Buffers as defined in Section 4.F.
- b. *Forestry*. For the purposes hereof, "Forestry" shall include the growing, stocking, harvesting, cutting, and sale of forest trees of any size for forest products or "Wildlife Habitat Management" (as defined below) but not for nursery production; and the

construction of roads or other access-ways for forestry purposes on the Property, all as not detrimental to the Purposes of this Easement.

- c. *Ecological Restoration*. For the purposes hereof, "Ecological Restoration" is the right to engage and permit others to engage in Ecological Restoration Activities, as defined below, pertaining to, without limitation, wetlands, river and stream banks, riparian areas, ponds, oxbows and other impoundments, wildlife habitat, natural communities, Invasive Exotic Species (defined below) infestations, or fire regime. "Ecological Restoration Activities" are those activities to renew or restore degraded, damaged or destroyed ecosystems and habitats by means that may include, without limitation, earthworks, stream restructuring, revegetation, removal or control of invasive species, restoration or ecological modification of wetlands, riverbanks, stream banks or riparian areas, or restoration of fire regime, and the right to plan, design, monitor, maintain and correct the same.
- d. *Wildlife Habitat Management*. For the purposes hereof, "Wildlife Habitat Management" shall mean the practical application of scientific, technical and/or traditional indigenous principles so as to maintain native plant and animal species and their habitats. Activities may include, but shall not be limited to, cutting, pruning, girdling, mowing, brush-hogging or burning of trees or other vegetation to improve habitat conditions; establishing and maintaining firebreaks and buffer zones to reduce wildfire hazards and facilitate prescribed burning; conducting prescribed burns; installing denning or nesting structures for improving the utilization of natural resources and habitats by wildlife populations; and controlling non-native and invasive species through mechanical, chemical, or other means.

B. Transfer Ownership. The right to sell, give, mortgage, lease, or otherwise convey the Property, provided such conveyance is subject to the terms of this Easement and written notice is provided to the State in advance of the transfer in accordance with Section 6 below.

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

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

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

F. Hunting. The right to allow hunting, trapping, and fishing on the Property, including the right to allow temporary hunting platforms and blinds in accordance with State laws and regulations.

G. Maintenance Vehicles. The right of the Town and its agents to operate motorized vehicles, bicycles, and other mechanized vehicles only for purposes of maintaining and managing the Property and for other uses specifically permitted in this Easement.

H. Road Maintenance. The right to maintain and repair existing gravel roads in the location shown on the Surveys and as described in the Baseline Documentation Report. This right shall include establishing and maintaining culverts. The creation, relocation of roads, building of bridges and any other ancillary structure for Agriculture, Forestry or Stewardship purposes shall be outlined in the Plans, as described in Section 4 below. There shall be no building of new roads or improvement of existing roads to a higher functional classification (e.g., improve a seasonal road to a gravel road). Care shall be taken to prevent the introduction of invasive species with equipment and material brought on to the Property.

I. Parking Areas and Events. The right to construct and maintain one parking area on each of the River Tracts (two parking areas total), for the purpose of accommodating public outdoor recreational and educational uses of the Property and will have the option to place portable bathroom facilities at each parking area. The parking area location and size shall be identified in the Stewardship Plan (defined below). Parking area location, size, substrate, and layout will be designed to minimize negative ecological impacts and shall not be detrimental to the Purposes of this Easement.

Also the right to allow parking for events at the neighboring Nansen Ski Jump during the winter months, under frozen ground conditions, according to the map and plan outlined in Appendix C. The number of events shall be outlined in the Agricultural Plan prepared every 5 years. In the absence of an approved Agricultural Plan, the parking is limited to four (4) events. The events will be outlined in an agreement between the Town and the event coordinators, with written approval by the State.

J. Property Restoration. The right to restore to a natural and native vegetated condition any roads or other areas altered by human activity, or to conduct stream or habitat restoration in other areas with native vegetation and species suitable to the site, provided that this activity shall be performed subject to and in accordance with a written Stewardship Plan developed by the Town according to the specifications in Section 4.

K. Invasive Species. The right to control or remove for ecological purposes, exotic invasive species, provided that any control other than early detection-rapid response shall be performed in accordance with the Plans developed by the Town according to the specifications in Section 4. The Town reserves the right to conduct early detection-rapid response management without a written Plan.

L. Signs. The right of the Town to post signs required for appropriate management of the Property, such signs being consistent with similar signage on other properties of the Town. The Town will consult and come to agreement with the State in designing and applying appropriate signage reflecting the State's role and other funding sources in protecting the Property.

M. Use of Chemicals. The right to use herbicides, pesticides, fungicides, or rodenticides on the Property provided that such use of chemicals is common and necessary to (a) control a pest or disease

outbreak that poses a threat to crop or tree health on the Property or in the region; (b) control exotic invasive species; or (c) implement agricultural or forestry uses of herbicides, pesticides and fertilizers. All such chemical applications shall be applied by a licensed applicator, be consistent with applicable statutes and regulations, utilize the narrowest spectrum, least persistent, yet effective, chemicals available, and, aside from early detection-rapid response management, be described in the Plans.

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

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

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

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

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

4. PLANNING

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

The Town and State acknowledge that the Purpose of the Plans is to guide Agriculture, Forestry, Ecological Restoration and Wildlife Habitat Management activities to be in compliance with this Easement. If the common definition of an activity is covered under more than one Plan (for example, Christmas trees are considered forestry and agriculture), the Town will consult with the State as to which Plan the activity is more closely aligned, and which Plan will determine compliance therewith.

A. Agriculture Plan. The Agriculture Plan will address Agriculture activities. Any Agriculture Plan must contain the following:

- a. *Content.* The Agriculture Plan must be prepared in accordance with the requirements of, and contain the elements listed below.
 - i. **Overview Map.** Map of the areas where Agriculture will occur within the Agricultural Zone. The initial Agricultural Zone is located in the BDR described in Section 1.
 - ii. **Agricultural Zone.** Any modification to the location of the initial Agricultural Zone shall not impair or degrade any known exemplary natural communities, unique or fragile natural features, or rare or endangered plant or animal species identified on the Property and shall be consistent with the Purposes of this Easement, and shall be identified in the Plan approved by the State. Agricultural Zones shall comply with and be outside of Riparian Buffers as defined in Section 4.F.
 - iii. **Access Roads.** Map indicating gravel roads used to access the Agriculture Zone including those to be constructed, relocated or repaired, along with a description of the scope of work.
 - iv. **Crop Plan and Detailed Map.** Description of the crops and any other vegetative types to be cultivated or otherwise introduced to the Property and a map depicting the planting plan.
 - v. **Description of Chemical Use.**
 1. **Herbicides and Pesticides.** A plan for the use of any herbicides, fungicides and pesticides, including crop seeds treated with same. The plan should include a description of chemicals to be used, volumes and method of application and description of how such application is not inconsistent with the Purposes of the Easement.

2. Fertilizers. A plan for the use of any fertilizers, including the medium, any chemicals, volumes and method of application and description of how such application is not inconsistent with the Purposes of the Easement.
 - vi. Soil Protection. Soil Conservation Practices, developed by an NRCS-certified planner, or, with the State's approval, another certified expert.
 - vii. Nonpoint Source Pollution Reduction. Nutrient Management Plan prepared by a Certified Crop Advisor of the American Society of Agronomy, or, with the State's agreement with another certified expert.
- b. *Updates.* The Agriculture Plan shall have been prepared not more than 5 years prior to the date of any Agriculture activity. Agriculture Plans prepared more than 5 years prior to the anticipated Agriculture activity date must be reviewed and updated for the State's approval in accordance with this Section.

B. Stewardship Plan. All non-Agriculture elements of Property operation and management, including, without limitation, Forestry, Ecological Restoration and Wildlife Habitat Management Activities, will be addressed in the Stewardship Plan. The Stewardship Plan must be prepared by a licensed professional forester, a certified wildlife biologist or other qualified person (the "Resource Professional"). Any person other than a licensed professional forester, or a certified wildlife biologist shall be considered a Resource Professional under this Easement only if approved in advance and in writing by the State.

- a. *Content.* The Stewardship Plan shall specifically address and include at least the following elements:
 - i. The long-term protection of the Purposes for which this Easement is granted, as described in Section 1 above;
 - ii. The following stewardship goals:
 1. maintenance or enhancement of the Property's fish and wildlife habitat values;
 2. maintenance of soil productivity and protection against soil erosion;
 3. maintenance or improvement of the overall quality of forest products;
 4. protection of fish habitat, water quality, wetlands, and riparian zones;
 5. protection of rare plants and animals;
 6. protection of unique or fragile natural areas;
 7. conservation of native plant and animal species;
 8. protection of unique historic and cultural features; and
 9. protection of passive non-commercial recreational qualities.
 - iii. A statement of landowner management objectives consistent with the Purposes of the Easement and stewardship goals stated above;
 - iv. A map showing the Property's boundaries, access roads (including those to be constructed, relocated, or repaired), those areas where Forestry, Ecological

Restoration or Wildlife Habitat Management shall occur, known locations of historic resources, and known locations of rare species and exemplary natural communities;

- v. A map showing current and desired future trail network and recreational structures as they relate to wildlife habitat types including wetlands, oxbows, known vernal pools, and identified locations of rare and threatened plant and wildlife species, exemplary natural communities, and species of greatest conservation need. A description of how recreation infrastructure avoids detrimental impacts to said habitats, plant and wildlife species based on on-the-ground knowledge, the above mapping assessment, and an assessment of desired trails using “Trails for People and Wildlife” (NH Fish and Game Department, 2019) or successor publications;
 - vi. A description of the Property’s existing conditions and natural features including land cover, topography, soils, wetlands, and wildlife habitat features, low-impact non-commercial recreational and educational uses, and boundary conditions;
 - vii. Identification of plant and wildlife species of conservation concern, and how management will enhance or avoid detrimental impacts to said plant and wildlife species;
 - viii. Management prescriptions and activities for Forestry, Ecological Restoration, Wildlife Habitat Management, conservation, low-impact non-commercial recreation, and education; and
 - ix. Proposed schedule of implementation of management prescriptions, including a schedule for boundary, road and trail maintenance.
- b. *Updates.* The Stewardship Plan shall have been prepared not more than 15 years prior to the date of any Ecological Restoration or Wildlife Habitat Management activity. Stewardship Plans prepared more than 15 years prior to the anticipated Ecological Restoration and/or Wildlife Habitat Management activity date must be reviewed and updated for the State’s approval in accordance with this Section 4.

C. Approval. The Town and State shall collaborate on the development of the Plans, which could include, but is not limited to, field visits to discuss management options and reviewing drafts of individual plan sections. The Town and the State shall agree on the plans prior to submission of each Plan to the State for approval. The Town shall then submit the agreed upon Plan at least ninety (90) days prior to applicable land management activities. Within sixty (60) days after the State’s receipt of any Plan, the State shall approve or disapprove the same with respect to its wildlife habitat impacts, consistency with the Purposes stated in Section 1, applicable stewardship goals and compliance with this Easement, and so inform the Town in writing. Any disapproval shall specify in detail the reasons therefore. If the State fails to so approve or disapprove within said period, the Town may proceed with Agriculture, Forestry, Ecological Restoration and/or Wildlife Habitat Management activities to the extent not inconsistent with the Purposes set out in Section 1 above.

D. Amendments. In the event that the Town proposes a new Agriculture, Forestry, Ecological Restoration or Wildlife Habitat Management activity not included in a previously approved Plan, the Town shall follow the procedure described in C. Approval above and submit an amendment to the applicable Plan for the State's approval prior to conducting any such new management activity. Such amendments shall include any changes and additions to or deletions from the previously approved Plan.

E. Compliance.

- a. All activities shall be carried out in accordance with the approved Plans, all applicable local, state, federal and other laws and regulations, and the then-current generally accepted best management practices for the sites, soils, and terrain of the Property, including, without limitation the then-current, replacement or similar successor publications of:
 - i. "Best Management Practices for Agriculture in New Hampshire: Best Practices for Managing Agricultural Compost, Fertilizer and Manure" (New Hampshire Department of Agriculture, Markets, and Food, 2017); and
 - ii. "Best Management Wetlands Practices for Agriculture" (New Hampshire Department of Agriculture, Markets, and Food, 2019); and
 - iii. "New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations" (NH Forests and Lands and UNH Cooperative Extension, 2016), and
 - iv. "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (Bennett, Karen P., editor 2010).
- b. All Ecological Restoration activities shall be conducted in accordance with the approved Stewardship Plan and be supervised by a Resource Professional.
- c. Any and all recreation trail construction and maintenance shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and to the extent practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see the then-current, replacement or similar successor publications of:
 - i. "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (NH Division of Parks and Recreation; Bureau of Trails, 2017); and
 - ii. "Trails for People and Wildlife" (NH Fish and Game Department, 2019).

F. Riparian Buffers. The Property includes lands lying along the banks of Stearns Brook and the Androscoggin River and on either side of oxbows and other wetland areas. These water bodies (the "Water Bodies") are identified as those (1) shown on 7.5 minute United States Geologic Survey Quadrangle maps, or (2) identified on National Wetlands Inventory maps and NH GRANIT land cover maps, both subject to field verification and modification based on actual conditions. The Water Bodies require special buffer areas to protect water quality and to protect the ecological health of the systems associated with such Water Bodies. Given such, Agriculture may not occur within the following areas (as described below, the "Riparian Buffers") without the prior written approval of the State:

- i. Stearns Brook: 100 feet from the top of the bank of the brook when not in flood stage.
- ii. Androscoggin River from the top of the bank of the river when not in flood stage:
 - a) 50 feet no agricultural; and
 - b) 51 to 100 feet no crops requiring tillage.
- iii. Other Water Bodies: 50 feet from the upland edge of normal high-water mark of the Water Body.
- iv. For forestry management, 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' or the then-current, replacement or similar successor publications.

5. AFFIRMATIVE RIGHTS OF THE STATE; PUBLIC ACCESS

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

- i. The State and its agents shall have reasonable access to the Property and all of its parts for such inspections as are necessary to determine compliance with and enforce this Easement and to exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement
- ii. The State, in consultation with the Town, shall have the right but not the obligation to mark and maintain the boundaries of the Easement.
- iii. The Town shall provide the State with a reasonable opportunity to meet and confer with the Town at least annually to review proposed land use and management activities and to evaluate land use and management activities commenced in the previous years. The Town shall report on the status of the Stewardship Plan, the timetable for implementation, any activities that require the State's review or approval, and the consistency of all management activities and land uses on the Property with the Purposes and terms of this Conservation Easement. The State shall report on the status of any monitoring or management activities performed or planned by the State on the Property.

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

6. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The State shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.
- B. The Town shall provide to the State, a 60-day advance notification of transfer of title.

7. BENEFITS AND BURDENS

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

8. MERGER

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

9. BREACH OF EASEMENT

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to

the attention of the State, it shall consult with the Town to rectify the issue. Should the initial consultation fail to rectify the situation, the State shall notify the Town in writing of such breach or conduct, delivered in hand, by certified mail, or electronic means, return receipt requested.

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

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

D. Nothing contained in this Easement shall be construed to entitle the State to bring any action against the Town for any injury to or change in the Property resulting from causes beyond the Town's control, including, but not limited to, unauthorized actions by third parties, including unauthorized motor vehicle use, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Town under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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

10. NOTICES

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

11. SEVERABILITY

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

12. CONDEMNATION/EXTINGUISHMENT

A. If circumstances arise in the future so as to render the purposes of the easement herein impossible or impracticable to accomplish, the easement can only be terminated or extinguished, whether in whole

or in part, by judicial proceedings in a court of competent jurisdiction. The amount of any proceeds to which the State shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 12.C below.

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

C. This Easement constitutes a real property interest immediately vested in the State with a proportionate ownership value of 41.1% the appraised fair market value of the Property at the time of this grant, which proportionate value shall remain constant. The proceeds shall be distributed based on this proportionate value of the Easement to the underlying fee interest. For the purposes of Sections 12.A and 12.B, the fair market value shall be determined by an appraisal conducted by a qualified real estate appraiser in accordance with Uniform Appraisal Standards for Federal Land Acquisition at of the time of said extinguishment or condemnation. The balance of the amount recovered, after payment of any expenses, shall be divided between the parties in proportion to their respective interests in that part of the Property extinguished or condemned.

D. By virtue of the Wildlife Restoration Program grant from the Service to the State for the State's purchase of this Easement, and of the provisions set forth in the Notice of Federal Participation, the Service shall be entitled to 71.26% of the proceeds payable to the State pursuant to this Section with the State entitled to the remaining 28.74%, donated as federal match from the Town, unless the Regional Director of the Service consents to or requires the State's use of the Service's portion of the proceeds to acquire other land or interests in land of equal or greater monetary and resource value.

13. ADDITIONAL EASEMENT

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

Consistent with the above, the State and the Service in accordance with the Notice of Federal Grant Participation (Appendix B) hereby acknowledges and consents to the recording immediately subsequent hereto of Grant Agreements or Notices of Grant Agreement between the Town and each of the New Hampshire Land and Community Heritage Investment Program and the Drinking Water

Groundwater Trust Fund (the “Grant Documents”).

14. FEDERAL GRANT

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

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

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

[Signatures commence on following page]

IN WITNESS WHEREOF, we have hereto under set our hand this _____ day of _____, 2025.

Town of Milan Board of Selectmen

Peter Nolet, Chair

Jason Huter

Dana Brouillette

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

On this _____ day of _____, 2025, before me the undersigned officer, personally appeared the Board of Selectmen, Town of Milan who acknowledged the foregoing to be their voluntary act and deed for the purposes therein contained.

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

Accepted:
State of New Hampshire Fish & Game Department

By: _____
Stephanie L. Simek, Ph.D., Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

Personally appeared Stephanie L. Simek, Ph.D., Executive Director of the New Hampshire Fish and Game Department, this ____ day of _____, 2025 and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.

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

The Milan Community Forest was established after the acceptance by the Town of Milan at the 2012 Town Meeting, Warrant Article 9.

Approved by Governor and Executive Council: _____ Item # _____

APPENDIX A
Property Description

Tax Parcel 42-2-F

The following described parcel of land is located on the westerly side of the East Side River Road in the Town of Milan, New Hampshire.

BEGINNING at a point on the westerly sideline of East Side River Road at the northeast corner of land of Berlin Aerie 1464 BPOE. Said point is located N86°19'06"W, 2.41 feet distant from an iron pipe. Said point further being located approximately 2,093 feet northerly from the Berlin-Milan town line.

Thence northerly along the westerly sideline of East Side River Road for the following seven courses:

1. The arc of a curve to the right for 19.49 feet to a point. Said curve has a radius of 1482.41 feet and a chord of N16°30'24"W, 19.49 feet.
2. N16°07'48"W, 462.87 feet to a calculated point.
3. N16°07'48"W, 190.22 feet to a point.
4. The arc of a curve to the left for 196.26 feet to a point. Said curve has a radius of 1382.41 feet and a chord of N20°11'49"W, 196.09 feet.
5. N24°15'51"W, 832.80 feet to a point.
6. The arc of a curve to the right for 856.67 feet to a point. Said curve has a radius of 1687.04 feet and a chord of N09°43'00"W, 847.50 feet.
7. N04°55'34"E, 452.26 feet to a rebar with cap "YLS".

Thence along land of the City of Berlin the following four courses:

1. S70°31'29"W for 913.00 feet to a rebar with cap "YLS".
2. N12°16'21"W for 736.66 feet to a rebar with cap "YLS".
3. N79°41'52"E for 329.87 feet to a rebar with cap "YLS".
4. N38°13'13"E for 63.02 feet to a point in the thread of Stearns Brook.

Thence northwesterly approximately 2,587 feet along the thread of Stearns Brook to a point in Androscoggin River. The direct course and distance between the last two mentioned points is N66°55'20"W, 1620.99 feet.

Thence northerly, westerly, and southerly along the thread of the Androscoggin River approximately 1,356 feet to a point. The direct course and distance between the last two mentioned points is S64°14'13"W, 714.05 feet.

Thence continuing southerly along the thread of Androscoggin River for approximately 4,913 feet to a point. The direct course and distance between the last two mentioned points is S38°52'34"E, 4741.39 feet.

Thence S86°19'06"E along land of the above mentioned Berlin Aerie 1464 BPOE for 131.21 feet to an iron pipe.

Thence continuing S86°19'06"E along land of said Berlin Aerie 1464 BPOE for 383.24 feet to the point of beginning.

Meaning and intending to convey a parcel of land including the "island", containing approximately 97.72 acres, together with the additional approximate 20.3 acres of Stearns Brook and Androscoggin River, totals 118.02 acres as shown on a plat titled "Minor Subdivision of Tax Map 42 Lot 2-F, Property of The Conservation Fund,

Lot 15 Range 11 Division 2, and Part of Lots 16 & 17 Ranges 10 & 11 Division 2, East Side River Road, Milan, New Hampshire,” dated July 30, 2019, by York Land Services, LLC, and recorded at Coos County Registry of Deeds as Plan No. 4445.

Tax Parcel 42-2-I

The following described parcel of land is located on the easterly side of Route 16 in the Town of Milan, New Hampshire.

BEGINNING at a rebar located N26°06'50"W, 286.25 feet distant from a New Hampshire Highway Department concrete monument marking Station 38+74.71, 75 feet right. Said rebar further being located approximately 1181 feet northerly of the Berlin-Milan town line.

Thence northerly along the easterly sideline of Route 16 for the following four courses:

1. N26°06'50"W, 687.83 feet to a computed point
2. Continuing N26°06'50"W, 1119.69 feet to a New Hampshire Highway Department concrete monument marking Station 59+69.74, 75 feet right.
3. The arc of a curve to the left for 657.67 feet to a point. Said curve has a radius of 5805.00 feet and a chord of N29°21'35"W, 657.32 feet.
4. N32°36'20"W, 451.56 feet to a point.

Thence N57°23'40"E for 150.39 feet to a point in the thread of the Androscoggin River.

Thence southerly along the thread of said river for approximately 3,188 feet to a point. The direct course and distance between the last two mentioned points is S42°34'14"E, 3011.76 feet.

Thence S61°18'51"W for 183.24 feet to a 5/8" rebar found.

Thence continuing S61°18'51"W along land of the State of New Hampshire for 732.04 feet to the point of beginning.

Meaning and intending to convey a parcel of land containing approximately 37.6 acres, together with approximately 11.4 acres of Androscoggin River, totaling approximately 49.0 acres as shown on a plat titled "Minor Subdivision of Tax Map 42 Lot 2-I, Property of The Conservation Fund, Lot 15 Range 11 Division 2, and Part of Lots 16 & 17 Ranges 10 & 11 Division 2, Route 16, Milan, New Hampshire," dated July 30, 2019, by York Land Services, LLC, and recorded at Coos County Registry of Deeds as Plan No. 4444.

Tax Parcel 42-2-F

The following described parcel of land is located on the westerly side of the East Side River Road in the Town of Milan, New Hampshire.

BEGINNING at a point on the westerly sideline of East Side River Road at the northeast corner of land of Berlin Aerie 1464 BPOE. Said point is located N86°19'06"W, 2.41 feet distant from an iron pipe. Said point further being located approximately 2,093 feet northerly from the Berlin-Milan town line.

Thence northerly along the westerly sideline of East Side River Road for the following seven courses:

8. The arc of a curve to the right for 19.49 feet to a point. Said curve has a radius of 1482.41 feet and a chord of N16°30'24"W, 19.49 feet.
9. N16°07'48"W, 462.87 feet to a point.
10. N16°07'48"W, 190.22 feet to a point.
11. The arc of a curve to the left for 196.26 feet to a point. Said curve has a radius of 1382.41 feet and a chord of N20°11'49"W, 196.09 feet.
12. N24°15'51"W, 832.80 feet to a point.
13. The arc of a curve to the right for 856.67 feet to a point. Said curve has a radius of 1687.04 feet and a chord of N09°43'00"W, 847.50 feet.
14. N04°55'34"E, 452.26 feet to a rebar with cap "YLS".

Thence along land of the City of Berlin the following four courses:

5. S70°31'29"W for 913.00 feet to a rebar with cap "YLS".
6. N12°16'21"W for 736.66 feet to a rebar with cap "YLS".
7. N79°41'52"E for 329.87 feet to a rebar with cap "YLS".
8. N38°13'13"E for 63.02 feet to a point in the thread of Stearns Brook.

Thence northwesterly approximately 2,587 feet along the thread of Stearns Brook to a point in Androscoggin River. The direct course and distance between the last two mentioned points is N66°55'20"W, 1620.99 feet.

Thence northerly, westerly, and southerly along the thread of the Androscoggin River approximately 1,356 feet to a point. The direct course and distance between the last two mentioned points is S64°14'13"W, 714.05 feet.

Thence continuing southerly along the thread of Androscoggin River for approximately 4,913 feet to a point. The direct course and distance between the last two mentioned points is S38°52'34"E, 4741.39 feet.

Thence S86°19'06"E along land of the above mentioned Berlin Aerie 1464 BPOE for 131.21 feet to an iron pipe.

Thence continuing S86°19'06"E along land of said Berlin Aerie 1464 BPOE for 383.24 feet to the point of beginning.

Meaning and intending to convey a parcel of land including the "island", containing approximately 97.72 acres, together with the additional approximate 20.3 acres of Stearns Brook and Androscoggin River, totals 118.02 acres as shown on a plat titled "Minor Subdivision of Tax Map 42 Lot 2-F, Property of The Conservation Fund, Lot 15 Range 11 Division 2, and Part of Lots 16 & 17 Ranges 10 & 11 Division 2, East Side River Road, Milan, New Hampshire," dated July 30, 2019, by York Land Services, LLC, and recorded at Coos County Registry of Deeds as Plan No. 4445.

APPENDIX B

Notice of Federal Grant Participation

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "State") acknowledges that a Conservation Easement on two (2) tracts of unimproved land separated by the Androscoggin River, located in the Town of Milan, consisting of approximately 135.52+/- acres, and further described in the above Conservation Easement (hereinafter "Easement") is acquired in part with federal funds received from the Wildlife Restoration Program (CFDA # 15.611) administered by the U.S. Fish and Wildlife Service, Division of Wildlife and Sport Fish Restoration and its successors and assigns (hereinafter "Service") and that the Easement is subject to all the terms and conditions of Grant Agreement Number F21AF04030, NH-W-108-L-2 (hereinafter "Grant Agreement") with a grant effective date of August 1, 2021 between the Service and the Department. Copies of the Grant Agreement are kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

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

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

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

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

IN WITNESS WHEREOF, the State of New Hampshire, acting through its Fish and Game Department has set its hand and seal on this day ____ of _____, 2025.

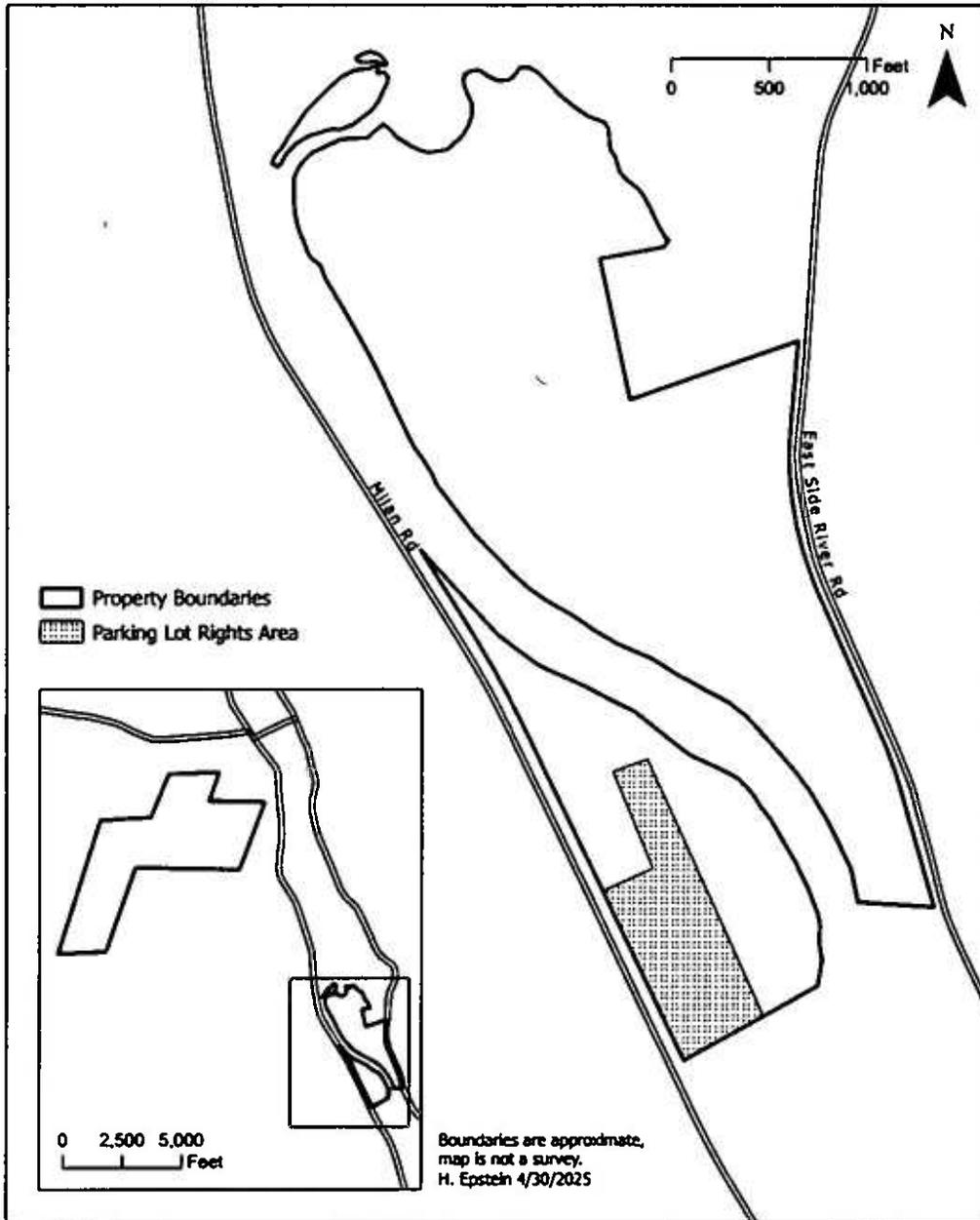
Stephanie L. Simek, Ph.D., Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this _____ day of _____, 2025, Stephanie L. Simek, who acknowledges herself the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to execute the foregoing instrument for the purposes therein contained, by signing her name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace
My Commission Expires:

APPENDIX C
Parking Map for Ski Jump Events



NEW HAMPSHIRE FISH AND GAME DEPARTMENT

JULY 16, 2024 COMMISSION MEETING MINUTES

Meeting Location: NH Fish & Game Department, 11 Hazen Drive, Concord, NH 03301.

Commissioners Present: R. Green, B. Temple, E. Stohl, J. Titone, P. DeBow, J. Caveney, C. Hodgdon, P. McGonagle, M. Hodgson & A.J. DeRosa.

Carroll County Commissioner seat: vacant

Commissioners absent/excused: All present

Executive Director Mason – Present

Chairman E. Stohl called the meeting to order at 1:00 p.m. He informed the audience that the public is entitled to attend all Commission meetings and when recognized by the Chairman, the public may speak on any item on the agenda. The Chairman reserves the right to limit comment to the extent necessary for the orderly conduct of the meeting.

ACTION ITEMS:

1.) Commissioner R. Green moved to approve the June 18, 2024 Commission Minutes, as written, and Commissioner A.J. DeRosa seconded. The vote was unanimous in the affirmative.

1a.) Commissioner R. Green moved to approve the June 18, 2024 Adoption Report on Findings of Fact, Conclusion of Law and Recommendation for Disciplinary Action Hearing minutes relative to the complaint against Commissioner Price and Commissioner A.J. DeRosa seconded. The vote was unanimous in the affirmative.

Commissioner R. Green moved to accept consent agenda items 2a – 2g, as presented below, and Commissioner A.J. DeRosa seconded.

2a.) The Commission accepted the donation of \$24.52 from Edward Harper, 5th grade student who raised money to donate towards Fisheries Management.

2b.) The Commission accepted the donation of \$125.00 from Kristine Barker, for use by the Department's Advanced Search & Rescue Team.

2c.) The Commission accepted the donation of \$2,000 from the NH ATV Club, for use towards the purchase of a complete Total Station Package, to include reflectorless total station, tripod, pole with bipod, all in one prism, strobe prism, research table data collector, and forensic software and support subscription. This Total Station will be used for accident reconstruction and forensic mapping.

2d.) The Commission accepted the donation of \$1,000 from the Ruffed Grouse Society, The Bass Pro and Cabela's Outdoor Fund, to go towards a habitat project on the Danbury Bog WMA in the Town of Danbury, NH.

2e.) The Commission accepted the donation of \$50.00 from Donald & Constance Miller, Middleboro, MA, in memory of Tim Pierce, for deposit into the Small Gifts & Donations Account.

2f.) The Commission accepted the donation of \$20.00 from Lynda Smith, Ellsworth, NH, due to overpayment on a resident trapping license, for deposit into the Small Gifts & Donations Account.

2g.) The Commission accepted the donation of \$75.00 made to the "Let's Go Fishing" Program, from Michelle Angers & Tom Dooley, Contoocook, NH, in memory of Raymond Angers.

3.) Commissioner R. Green moved to accept six prize donations (listed below) generously provided by Sturm, Ruger & Company, Woodman Arms, Prime Archery, Morse Sporting Goods, The Ruffed Grouse Society, and the NH State Chapter of the National Wild Turkey Federation and A.J. DeRosa seconded.

These prizes are for participants in the 2023 Deer Hunter Mail Survey, 2023 Bow Hunter Survey, the 2023/24 Small Game Hunter Survey, 2023 Ruffed Grouse Wing and Tail Survey, and 2024 Spring Turkey Hunter Survey and will be awarded via random computerized drawings.

PRIZES:

2023 Deer Hunter Mail Survey (2 prizes)

Ruger American Rifle Generation II Model #46902, caliber 308 Win.
Valued at \$729.00, generously donated by Sturm, Ruger & Company

Woodman Arms Patriot Muzzleloader valued at \$1,000.00, generously donated by Woodman Arms, Fremont, NH

2023 Bow Hunter Survey (1 prize)

Prime Inline bow valued at \$1,200.00, generously donated by Prime Archery and Morse Sporting Goods of Hillsborough, NH

2023-24 Small Game Hunter Survey (1 prize) ⁴

Ruger American Rifle with Vortex Crossfire II Rifle Scope (Model #16931)
Valued at \$799.00, generously donated by Sturm, Ruger & Company

2023 Ruffed Grouse Wing and Tail Survey (1 prize)

Charles Daly 601 12-gauge shotgun valued at \$309, generously donated by The Ruffed Grouse Society

2024 Spring Turkey Hunter Survey (1 prize)

Stevens 320 Turkey Thumbhole 12-gauge shotgun valued at \$269.00,
generously donated by NH State Chapter of the National Wild Turkey Federation

The vote on the above consent agenda was unanimous in the affirmative.

INFORMATION ITEMS:

1.) Financial Statement – no financial statement this month.

Kathy LaBonte, Chief, Business Division, provided the Commission with a spreadsheet of their Commission budget and will provide them with updates accordingly.

2.) Jared Lamy, Fish Habitat Biologist & Betsey McNaughten, Land Agent, came before the Commission and provided an overview of a future request to expend up to \$35,000 from the Fisheries Habitat Account to assist with the Wildlife Habitat Program in the acquisition of a conservation easement from the Town of Milan, NH.

Jared reported that through the Wildlife Habitat Program, the Department has entered into a purchase and sales agreement with the Town of Milan to acquire a conservation easement over 135.32 acres of agricultural land being identified as the River Land Tracts.

He further reported that The River Tracts consist of two parcels separated by the Androscoggin River, however, serve as a wildlife habitat connector across the Androscoggin River. Of the 135 acres, there are 29 acres of Silver Maple floodplain forests and oxbow marshes to attract numerous wildlife, including the Bald Eagle (SGCN), and rich alluvial soils to support state endangered-species satiny willow.

In addition, he further reported that the property encompasses the drainage of Stearns Brook, a cold-water fishery for wild brook trout, another (SGCN). The Wildlife Action Plan designates this Stearns Brook drainage and the norther half of the low-elevation spruce fir forest as a top ranked habitat. There is approximately 100 acres of prime agricultural soils currently in agricultural production under a license agreement with a local family farm, the only dairy farm in the Androscoggin Valley.

In closing, Betsey reported that in addition to riparian protection, this easement ensures hunters, anglers, and trappers will be able to access this property and its' resources.

Commissioner A.J. DeRosa moved to make this an action for vote today and Commissioner P. DeBow seconded.

Commissioner R. Green stated that he was not in favor of moving this to an action item for vote today, as he believed the Commission should have an opportunity to visit the site and do any necessary research before being asked to vote.

Commissioner J. Caveney stated that he agreed with Commissioner R. Green and questioned, "Why not offer for the Commission an opportunity to go view the site, walk around and ask a few questions?" He asked that the Commission be involved and updated on future projects, as constituents are likely to call their local Commissioner to seek information on the projects.

Betsey McNaughten agreed to do so.

Commissioner M. Hodgson reported that the Commission has a Resources & Infrastructure Committee and stated that the Commission discussed better engagement to keep this committee updated on upcoming projects in the works, site visits, etc. She reported that the committee was responsible for gathering information, making site visits, and reporting that information back to the full Commission.

Director Mason reported that he and Dan Bergeron, Chief, Wildlife Division, attended a Resources & Infrastructure Committee Meeting and were prepared to provide a presentation and the agenda was not followed and the committee spent 50 minutes on unrelated subjects, such as boat landings. He further reported that the presentation was forwarded to the committee after the committee meeting.

Commissioner B. Temple made a motion to move the question and Commissioner A.J. DeRosa seconded.

The vote on the above motion to make this an action was 8 in favor, 2 opposed (B. Temple & R. Green). The motion carried.

The vote to expend up to \$35,000 from the Fisheries Habitat Account to assist with the Wildlife Habitat Program in the acquisition of a conservation easement from the Town of Milan, NH, was unanimous in the affirmative.

COMMITTEE STRUCTURE:

LEGISLATIVE COMMITTEE: Public policy development & recommendations, as well as Commission advocacy before legislature.

Commissioner Price, Chair; Commissioners: Caveney, DeBow, Hodgson & Green.
Staff members: Kevin Jordan & Marty Mobley.

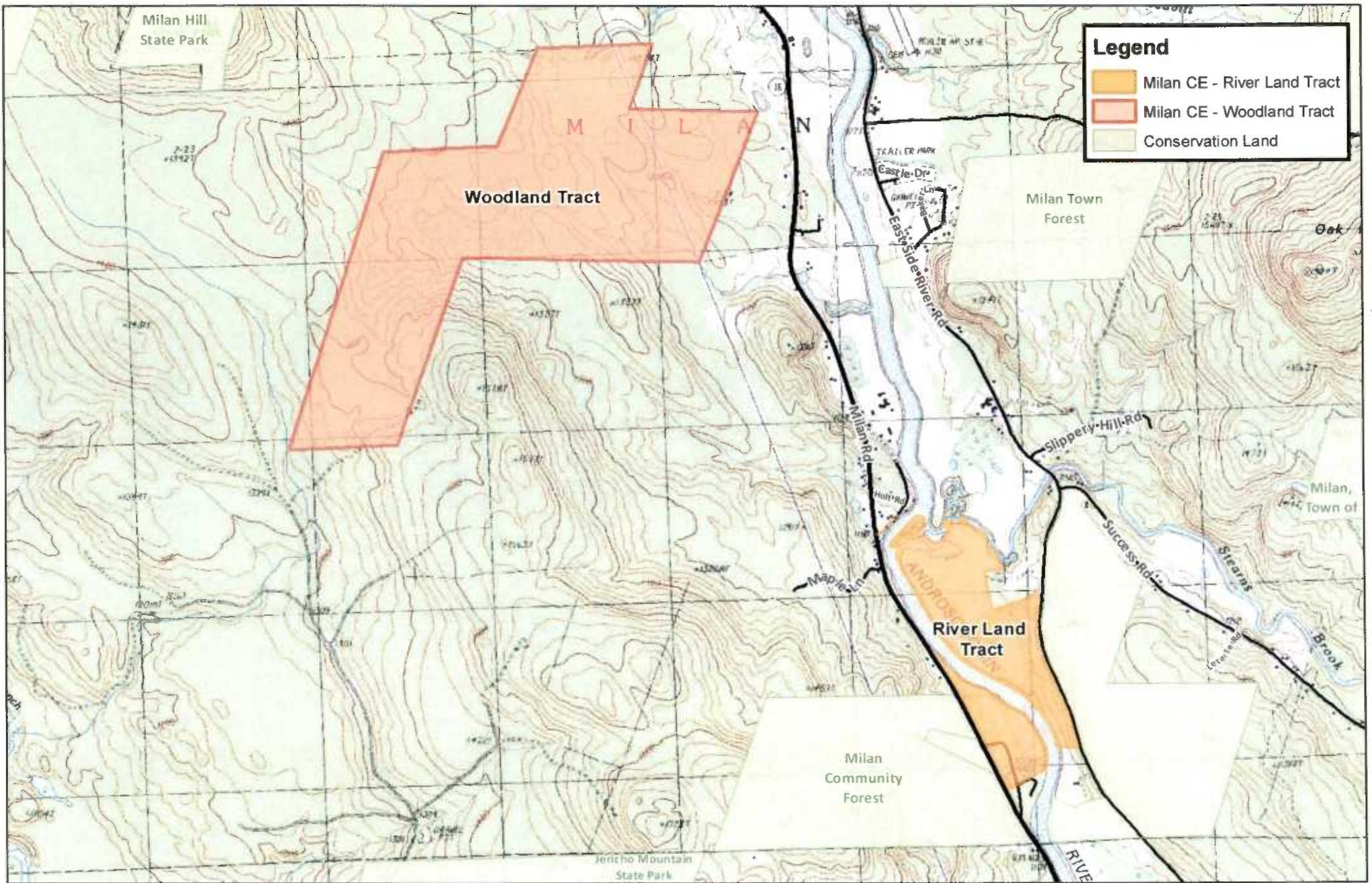
Chairman E. Stohl reported that the committee did not meet.

GOVERNANCE COMMITTEE: Commission professional development, education & policy recommendations related to Commission conduct & activities.

Commissioner Caveney, Chair; Commissioners: Temple, Hodgson & Titone.
Staff member: Cheri Patterson.

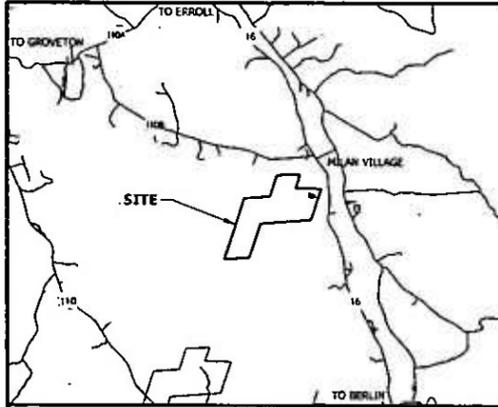
Commissioner J. Caveney reported that the committee did not meet.

SUSTAINABILITY & STRATEGIC PLANNING: Agency funding, development & oversight of strategic plan.

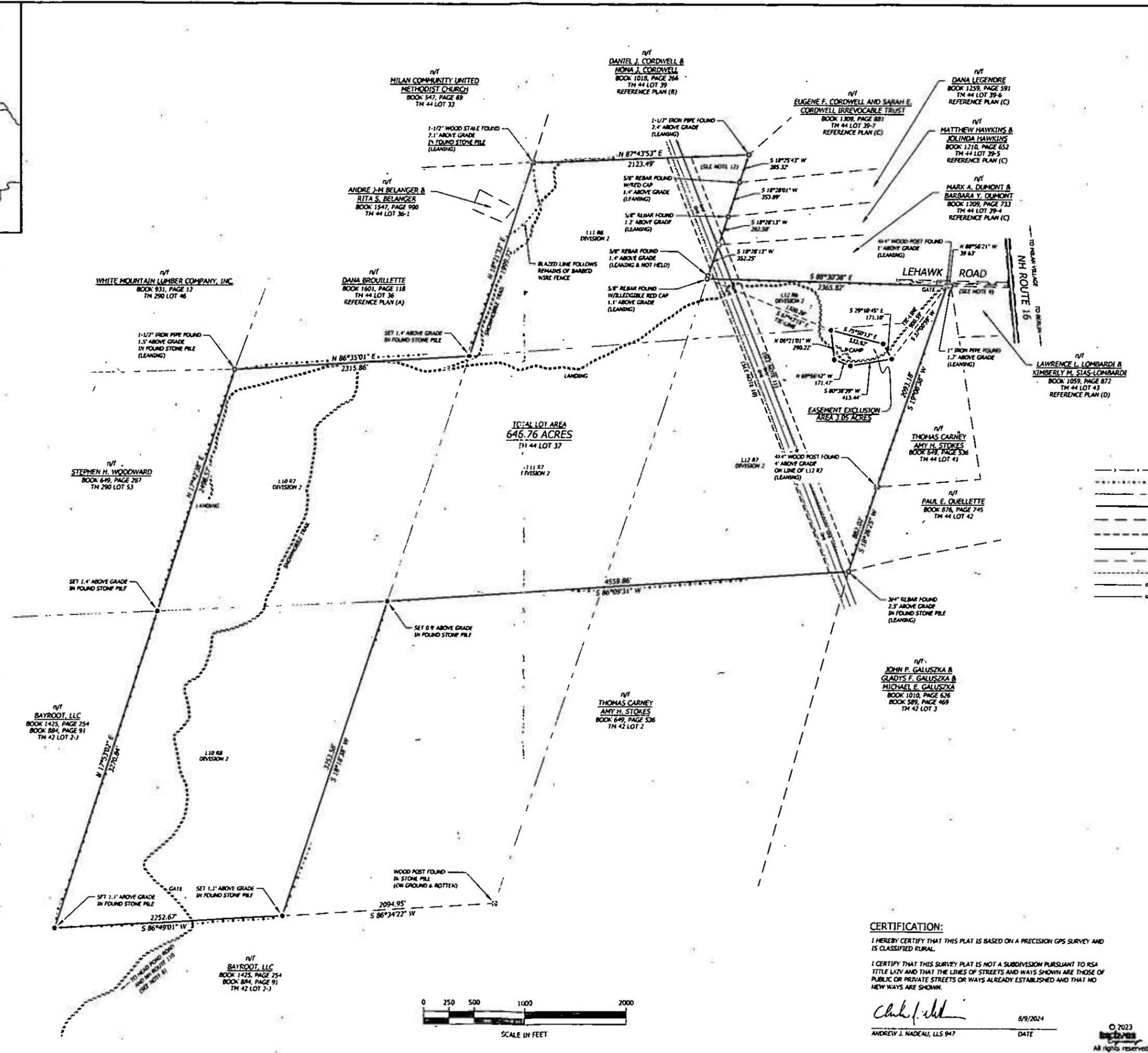


**Milan Community Forest
Conservation Easement Parcels**





VICINITY MAP
SCALE: 1"=800'



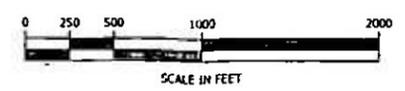
REGISTRY OF DEEDS USE

LEGEND

○	IRON ROD OR PIPE FOUND (SEE PLAN FOR DESCRIPTION)
●	5/8-INCH IRON ROD SET WITH PLASTIC ID CAP "H"
○	CORNER, NOT MONUMENTED
⊕	WOOD POST OR STAKE FOUND
⊕	STONE PILE FOUND
---	FENCE
---	OBSERVED BLAZED LINE
---	RANGE LINE OR LOT LINE
---	PROPERTY BOUNDARY
---	APPROXIMATE ADJUTING PROPERTY BOUNDARY
---	EASEMENT
---	EDGE OF PAYMENT
---	EDGE OF GRAVEL
---	APPROXIMATE EDGE OF TRAIL
---	OVERHEAD ELECTRIC
---	UNDERGROUND GAS PIPELINE

GENERAL NOTES:

- OWNER OF RECORD: THE CONSERVATION FUND, 1633 NORTH FORT MYER DRIVE, SUITE 1300, ARLINGTON, VA 22209
- REFERENCE PLANS:
 - JOAN B. McGRATH, TRUSTEE OF THE JOAN B. McGRATH REVOCABLE TRUST OF 2011 TO THE CONSERVATION FUND DATED JUNE 20, 2014 AND RECORDED IN THE COOS COUNTY REGISTRY OF DEEDS BOOK 1633 PAGE 753
 - SKETCH TO ACCOMPANY EASEMENT DEED MILAN COMMUNITY UNITED METHODIST CHURCH TO DANA BROUILLETTE OVER TAX MAP 44 LOT 33 BEING PART OF LOT 18, RANGE 4, GR. 1, BY 100A LAND SERVICES, LLC, DATED JANUARY 6, 2023, RECORDED IN COOS COUNTY REGISTRY OF DEEDS PLAN 4825
 - BOUNDARY LINE ADJUSTMENT PLAN FOR EUGENE & SARAH CORDWELL, BY CARLEIF SURVEY CONSULTANTS, DATED OCTOBER 3, 2023, RECORDED IN COOS COUNTY REGISTRY OF DEEDS PLAN 1969
 - SUBDIVISION PLAN FOR EUGENE AND SARAH CORDWELL, BY CARLEIF SURVEY CONSULTANTS, DATED SEPTEMBER 18, 2026, RECORDED IN COOS COUNTY REGISTRY OF DEEDS PLAN 2784
 - PLAN SHOWING THE DIVISION OF R. H. MORGANSETTE LOT ON RT. #16 MILAN, N.H., BY MAURICE L. WHEELER, DATED MAY 25, 1986, RECORDED IN COOS COUNTY REGISTRY OF DEEDS PLAN P 111-401-34
- THIS PLAN IS BASED ON A FIELD SURVEY COMPLETED IN OCTOBER OF 2023
- THE BEARINGS SHOWN HEREON REFER TO GRID NORTH AND ARE BASED ON THE NH COORDINATE SYSTEM
- NH ROUTE 16 AS SHOWN HEREON IS A PAVED, PUBLIC ROAD, AND IS DEPICTED AS FIFTY FEET (50') WIDE, AND IS OFFICED BY THE EXISTING HIGHWAY CENTERLINE. LEHAWK ROAD IS A GRAVEL, PRIVATE ROAD, AND IS DEPICTED AS FIFTY FEET (50') WIDE, AND IS DEFINED BY EXISTING MONUMENTS FOUND
- THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON MEANS COMPLIANCE WITH APPLICABLE LAND SURVEYING LAWS AND RULES AND AN EXPRESSION OF PROFESSIONAL OPINION BASED ON THE FACTS OF THE SURVEY, TECHNICALS OF BOUNDARY RETICULATION AND LOCAL STANDARD OF CARE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED
- THE SUBJECT PARCEL IS BENEFITTED BY A FIFTY FOOT (50') WIDE EASEMENT OVER LANDS NOW OR FORMERLY OF THOMAS R. DELON AND SCOTT A. DELON IN THE TOWN OF BERLIN FROM NH ROUTE 110 OVER HEAD ROAD 2.3 MILES TO THE BERLIN AND MILAN TOWN LINE, RECORDED IN THE COOS COUNTY REGISTRY OF DEEDS BOOK 1074, PAGE 256. THE SUBJECT PARCEL IS BENEFITTED BY AN ACCESS EASEMENT FOR LOGGING OPERATIONS OVER LANDS NOW OR FORMERLY OF THE BROWN COMPANY, NOT TO EXCEED FIFTY FOOT (50') WIDE, RECORDED IN THE COOS COUNTY REGISTRY OF DEEDS BOOK 801, PAGE 646
- THE SUBJECT PARCEL IS BENEFITTED BY A FIFTY FOOT (50') WIDE EASEMENT-IN-COMMON WITH LANDS OF CORDWELL, LEGENDRE, HAWKINS AND DUMONT OVER LEHAWK ROAD, RECORDED IN THE COOS COUNTY REGISTRY OF DEEDS BOOK 1816, PAGE 248
- THE SUBJECT BURDENED BY A TWO HUNDRED TWENTY (222) FOOT (222') WIDE EASEMENT FOR THE BENEFIT OF PUBLIC SERVICE OF NEW HAMPSHIRE, RECORDED IN THE COOS COUNTY REGISTRY OF DEEDS BOOK 350, PAGE 171, BOOK 350, PAGE 175, BOOK 350, PAGE 180, AND BOOK 350, PAGE 185.
- THE SUBJECT BURDENED BY A FIFTY FOOT (50') WIDE EASEMENT FOR THE BENEFIT OF THE PORTLAND NATURAL GAS TRANSMISSION SYSTEM, RECORDED IN THE COOS COUNTY REGISTRY OF DEEDS BOOK 873, PAGE 908
- THE SUBJECT BURDENED BY A WATER LINE EASEMENT IN THE NORTHERLY PART OF LOT 11 RANGE 6 DIVISION 2 FOR THE BENEFIT OF LANDS NOW OR FORMERLY OF FLORENCE M. TWITTENELL, RECORDED IN THE COOS COUNTY REGISTRY OF DEEDS BOOK 649, PAGE 493



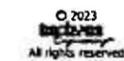
CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN IS BASED ON A PRECISION GPS SURVEY AND IS CLASSIFIED RURAL.

I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT TO RSA TITLE LXV AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

Andrew J. Nadreau
ANDREW J. NADEAU, LLS 947

8/9/2024
DATE

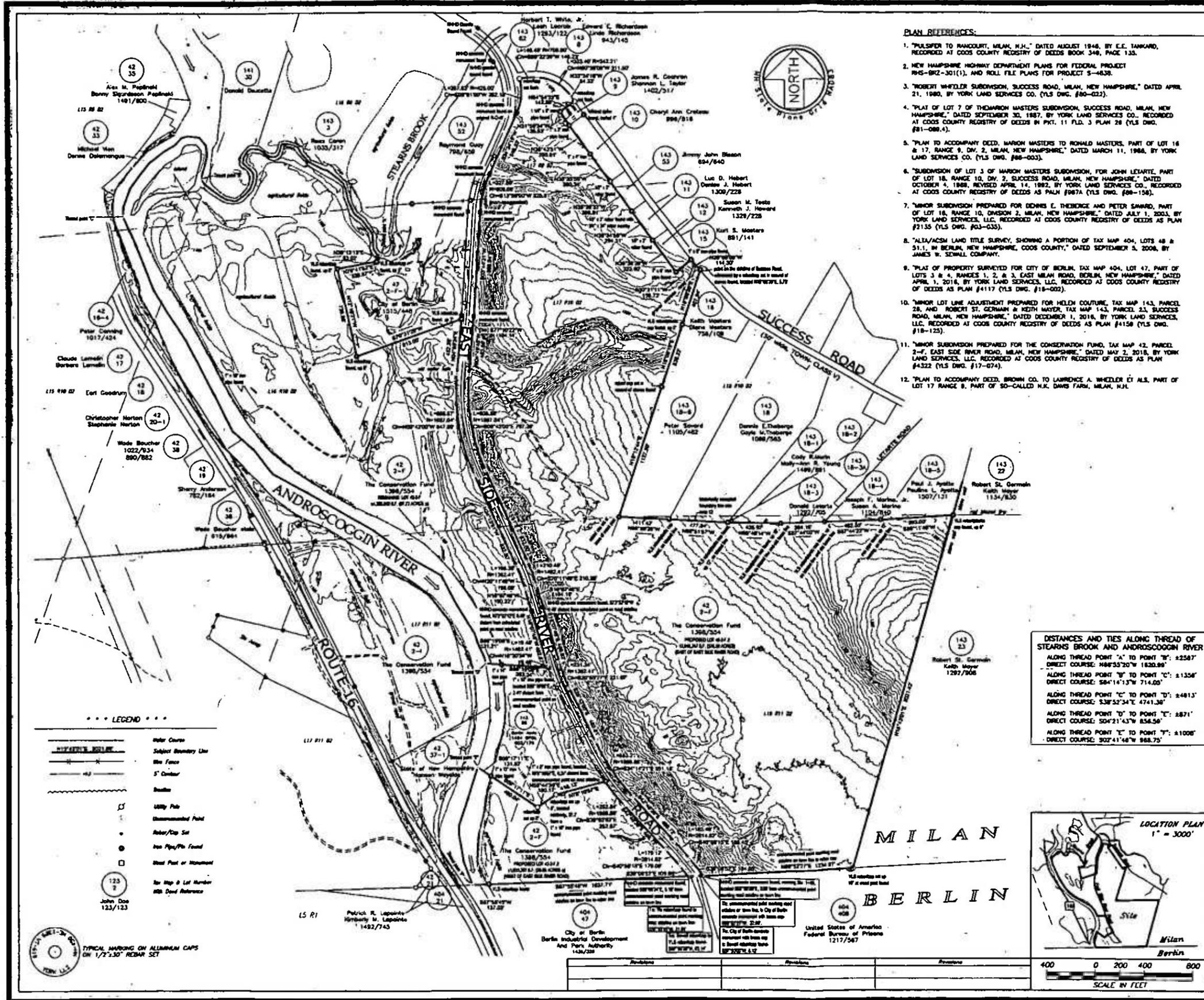


horizons Engineering
Civil and Structural Engineering
Land Surveying and Environmental Consulting
MAINE • NEW HAMPSHIRE • VERMONT
www.horizonsengineering.com

BOUNDARY SURVEY PREPARED FOR
MILAN COMMUNITY FOREST & N.H. FISH AND GAME DEPT.
OF PROPERTY OF
THE CONSERVATION FUND
LOCATED OFF
N.H. ROUTE 16
MILAN, COOS COUNTY, NEW HAMPSHIRE
DEED BOOK 1453, PAGES 753
MAP 44 LOT 37

DATE:	8/9/2024	PROJECT #:	230558
SURV'D BY:	FB	DRAWN BY:	FB
CHECKED BY:	AJB	ARCHIVE #:	FB

SHEET 1 OF 1



- PLAN REFERENCES:**
- "PULSFER TO RANDOURT, MILAN, N.H.," DATED AUGUST 1946, BY E.E. TANKARD, RECORDED AT COOS COUNTY REGISTRY OF DEEDS BOOK 348, PAGE 135.
 - NEW HAMPSHIRE HIGHWAY DEPARTMENT PLANS FOR FEDERAL PROJECT RWS-882-301(1), AND ROLL FILE PLANS FOR PROJECT S-4838.
 - "ROBERT WHEELER SUBDIVISION, SUCCESS ROAD, MILAN, NEW HAMPSHIRE," DATED APRIL 21, 1980, BY YORK LAND SERVICES CO. (YLS DWG. #86-022).
 - "PLAN OF LOT 7 OF THOMAS MASTERS SUBDIVISION, SUCCESS ROAD, MILAN, NEW HAMPSHIRE," DATED SEPTEMBER 30, 1987, BY YORK LAND SERVICES CO., RECORDED AT COOS COUNTY REGISTRY OF DEEDS IN Pkt. 11 P.L.D. 3 PLAN 28 (YLS DWG. #81-088-4).
 - "PLAN TO ACCOMPANY DEED, MARION MASTERS TO RONALD MASTERS, PART OF LOT 16 & 17, RANGE 9, DIV. 2, MILAN, NEW HAMPSHIRE," DATED MARCH 11, 1984, BY YORK LAND SERVICES CO. (YLS DWG. #86-003).
 - "SUBDIVISION OF LOT 3 OF MARION MASTERS SUBDIVISION, FOR JOHN LEDARTE, PART OF LOT 16, RANGE 10, DIV. 2, SUCCESS ROAD, MILAN, NEW HAMPSHIRE," DATED OCTOBER 4, 1988, REVISED APRIL 14, 1992, BY YORK LAND SERVICES CO., RECORDED AT COOS COUNTY REGISTRY OF DEEDS AS PLAN #987A (YLS DWG. #88-158).
 - "MINOR SUBDIVISION PREPARED FOR EDWIN E. THIBODEAU AND PETER SHARD, PART OF LOT 16, RANGE 10, DIVISION 2, MILAN, NEW HAMPSHIRE," DATED JULY 1, 2003, BY YORK LAND SERVICES, LLC, RECORDED AT COOS COUNTY REGISTRY OF DEEDS AS PLAN #2135 (YLS DWG. #03-035).
 - "ALTA/ACSM LAND TITLE SURVEY, SHOWING A PORTION OF TAX MAP 404, LOTS 48 & 51.1, IN BERLIN, NEW HAMPSHIRE, COOS COUNTY," DATED SEPTEMBER 5, 2006, BY JAMES W. SCHWALL COMPANY.
 - "PLAN OF PROPERTY SURVEYED FOR CITY OF BERLIN, TAX MAP 404, LOT 47, PART OF LOTS 3 & 4, RANGES 1, 2, & 3, EAST MILAN ROAD, BERLIN, NEW HAMPSHIRE," DATED APRIL 1, 2016, BY YORK LAND SERVICES, LLC, RECORDED AT COOS COUNTY REGISTRY OF DEEDS AS PLAN #4117 (YLS DWG. #16-002).
 - "MINOR LOT LINE ADJUSTMENT PREPARED FOR HELEN COULTER, TAX MAP 143, PARCEL 28, AND ROBERT ST. GERMAIN & KEITH MASTER, TAX MAP 143, PARCEL 23, SUCCESS ROAD, MILAN, NEW HAMPSHIRE," DATED DECEMBER 1, 2016, BY YORK LAND SERVICES, LLC, RECORDED AT COOS COUNTY REGISTRY OF DEEDS AS PLAN #4158 (YLS DWG. #16-125).
 - "MINOR SUBDIVISION PREPARED FOR THE CONSERVATION FUND, TAX MAP 42, PARCEL 2-F, EAST SIDE RIVER ROAD, MILAN, NEW HAMPSHIRE," DATED MAY 2, 2018, BY YORK LAND SERVICES, LLC, RECORDED AT COOS COUNTY REGISTRY OF DEEDS AS PLAN #4322 (YLS DWG. #17-074).
 - "PLAN TO ACCOMPANY DEED, BROWN CO. TO LAWRENCE A. WHEELER ET ALS, PART OF LOT 17 RANGE 8, PART OF SO-CALLED N.K. DAVIS FARM, MILAN, N.H.

- NOTES:**
- NORTH IS NEW HAMPSHIRE STATE PLANE GRID MAPS BASED ON OPUS DERIVED POSITION OF A SURVEY CONTROL POINT ESTABLISHED AS PART OF THIS PROJECT. VERTICAL DATUM IS NAVD83 (OPUS).
 - STEARNS BROOK AND ANDROSCOGGIN RIVER LIMITS AS SHOWN WERE MAPPED JUNE 2018 WITH HIGH WATER. THREAD OF STEARNS BROOK IS APPROXIMATE BASED ON CENTERLINE. THREAD OF THE ANDROSCOGGIN RIVER IS A COMBINATION OF CENTERLINE AND BOOM PIER LOCATIONS THAT TYPICALLY SPLIT THE RIVER IN DEEPEST PART FOR HISTORICAL LOG DRIVES.
 - ACREAGE SHOWN OF THE REMAINING PARCEL 42-2-F DOES NOT INCLUDE 230.3 ACRES OF RIVER AND STREAM (TYPICALLY NOT TAXED, AS PUBLIC HAS RIGHTS). TOTAL AREA INCLUDING RIVER AND ISLAND (23.78 ACRES) IS 2118.02 ACRES. ACREAGE SHOWN ON PROPOSED LOT 42-2-F-2 (WEST OF EAST SIDE RIVER ROAD) DOES NOT INCLUDE 23.08 ACRES OF RIVER. TOTAL AREA INCLUDING RIVER IS 238.73 ACRES. TOTAL LAND AREA OF 42-2-F-2, COMBINED EAST AND WEST OF THE ROAD IS 2300.24 ACRES.
 - EAST SIDE RIVER ROAD LIMITS ARE BASED ON EXISTING MONUMENTATION SHOWN ON PLAN REFERENCE 2 - PROJECT RWS-882-301(1). EXISTING CENTERLINE AND DEGREE OF CURVE DATA SHOWN ON PLAN REFERENCE 2 - PROJECT S-4838. NO OTHER MONUMENTATION WAS FOUND OTHER THAN THOSE SHOWN. EAST SIDE RIVER ROAD IS CLASS 5, STATE OF NEW HAMPSHIRE.
 - 5' CONTOURS SHOWN FROM PUBLICLY ACCESSIBLE URM GRANT LIDAR DATA.
 - SOILS ARE NOT SHOWN - REMAINING LOT AND PROPOSED LOT 42-2-F-2 (BOTH THE PARCEL WEST OF THE ROAD AND EAST OF THE ROAD) EXCEED MINIMUM TOWN REQUIREMENTS REGARDING LOT SIZE.
 - FURTHER SUBDIVISION IS SUBJECT TO APPROVAL BY THE MILAN PLANNING BOARD.
 - PROPOSED LOT 42-2-F-2 EAST OF EAST MILAN ROAD DOES NOT FALL WITHIN A FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA "SFHA". PORTIONS OF PROPOSED LOT 42-2-F-2 AND PORTIONS OF THE REMAINING LOT 42-2-F DOES FALL WITHIN A SFHA-ZONE AE.
 - EXISTING DRIVES ACCESSING EAST SIDE RIVER ROAD ARE SHOWN. NO NEW DRIVES ARE PROPOSED AS PART OF THIS SUBDIVISION.
 - BOTH PARCELS WILL HAVE DEED RESTRICTIONS AND RESERVATIONS REGARDING DEVELOPMENT AND OPEN SPACE PRESERVATION.
 - APPROXIMATELY 0.2 ACRE OF RECENT TIMBER HARVEST ON MAP 143 LOT 8 WAS DONE IN COORDINATION WITH THE CONSERVATION FUND, HOWEVER, THERE IS A TREE HOUSE STRUCTURE BUILT THEREON. THE NORTHWEST CORNER OF THE DOG PEN BUILDING IS ON THE BOUNDARY LINE.
 - THE HISTORICALLY ACCEPTED NORTH LINE OF LOT 16, RANGE 11, DIVISION 2, IS MARKED BY OLD WIRE FENCE AND BLAZED LINE. OLDER SUBDIVISIONS ON THE NORTH UTILIZED THE EXISTING PHYSICAL EVIDENCE AS THE BOUNDARY AS MOST SURVEYS DID PRIOR TO THE CURRENT TECHNOLOGICAL ADVANCES SIMPLYIFYING CORNER TO CORNER MEASUREMENTS. THE CONSERVATION FUND MAKES NO CLAIM TO THE AREA NORTH OF THE LINE AS MARKED.
 - AGRICULTURAL FIELDS SHOWN FOR GEOGRAPHIC REFERENCE ONLY.
 - OLD B & W RAILROAD 6 FOOT WIDE RIGHT-OF-WAY RIGHTS CROSSING THE SUBJECT PROPERTY WERE CONVEYED TO BROWN CO. (PREDECESSOR TO THE CONSERVATION FUND) IN 404/223, APRIL 1854.
 - CERTAIN OTHER RIGHTS MAY EXIST THAT ARE NOT SHOWN ON THIS BOUNDARY SURVEY - SEE SUBJECT DEED.

FOR USE BY COOS COUNTY REGISTRY OF DEEDS

- LEGEND**
- Water Course
 - Subject Boundary Line
 - 5' Contour
 - Boundary
 - Utility Pole
 - Discontiguous Parcel
 - Water/Top Set
 - Iron Pipe/Pipe Found
 - Steel Post or Monument
 - See Map & Lot Number
 - See Deed Reference

DISTANCES AND TIES ALONG THREAD OF STEARNS BROOK AND ANDROSCOGGIN RIVER

- ALONG THREAD POINT "A" TO POINT "B": 22587'
- DIRECT COURSE: N46°53'20"W 1820.89'
- ALONG THREAD POINT "B" TO POINT "C": 21304'
- DIRECT COURSE: S64°14'13"W 714.05'
- ALONG THREAD POINT "C" TO POINT "D": 24815'
- DIRECT COURSE: S38°52'34"E 4741.36'
- ALONG THREAD POINT "D" TO POINT "E": 2871'
- DIRECT COURSE: S04°21'43"W 856.50'
- ALONG THREAD POINT "E" TO POINT "F": 21008'
- DIRECT COURSE: S02°41'46"W 988.75'

APPROVED BY MILAN, NH PLANNING BOARD

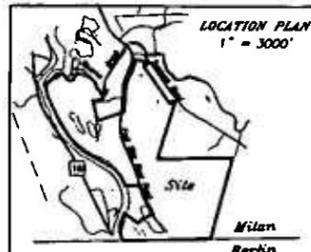
Date: 7/30/2019

[Signature]

[Signature]

[Signature]

RECORD OWNER: The Conservation Fund
 1855 N. Fort Myer Dr. Suite 1300
 Arlington, VA 22209
 Book 1308, Page 554
 Tax Map 42, Parcel 2-F



YORK LAND SERVICES, LLC
 Riverside Courtyards, 3 Twelfth Street
 Berlin, New Hampshire 03570 - (603)752-7282

Minor Subdivision of Tax Map 42 Lot 2-F
 Property of
THE CONSERVATION FUND
 Lot 15 Range 11 Division 2, and Part of
 Lots 16 & 17 Ranges 10 & 11 Division 2
 East Side River Road
 Milan, New Hampshire

Scale: 1 inch = 400 feet
 Made by: AMY, BJT, MEY, DWP, JBP, JRY
 Date: JULY 30, 2019
 Drawing No: 19-012

RECORDED AT COOS COUNTY REGISTRY OF DEEDS AS PLAN # 4445

