

56- 7/29/26



New Hampshire Fish and Game Department

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Stephanie L. Simek, Ph.D.
Executive Director

June 26, 2026

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, pursuant to RSA 212:1, to acquire approximately 1,308 acres of land in the towns of Marlow and Alstead, from McLane Middleton Law Firm, (VC#154963), Concord NH, acting as agent for the State, for \$1,665,000, and pay up to \$7,500 for closing costs, for a total amount not to exceed \$1,672,500, effective upon Governor and Council approval through December 31, 2026. Hunting and fishing are permissible uses on the land. Funding source: 100% Federal.

Funding is available as follows:

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

020-07500-21550000-033-509033 Land Acquisitions and Easements

FY2027
\$1,672,500

EXPLANATION

The New Hampshire Fish and Game Department (NHFG) proposes to acquire approximately 1,308 acres of land in the towns of Marlow and Alstead, Cheshire County, from The Conservation Fund (TCF), which acquired the property in August 2024 as an interim step to allow NHFG time to obtain federal and state approvals for the acquisition. The property will be added to the statewide Wildlife Management Area system for the protection of wild birds and mammals and their habitat, and to provide compatible public access, including hunting, fishing, trapping, and wildlife viewing.

This acquisition represents an opportunity to protect a large, contiguous block of habitat that will enhance connectivity with existing conservation lands in the region. The property has been managed to promote wildlife habitat and contains a diverse mix of forest types, wetlands, and riparian resources associated with Grassy Brook, a headwater stream of the Ashuelot River. These habitat features support a wide variety of species, including upland gamebirds, waterfowl, furbearers, and large mammals such as deer, bear, and moose. The majority of the property is identified in the New Hampshire Wildlife Action Plan as important habitat, including significant areas ranked as Tier 1.

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and the Honorable Council

Hunting and fishing are permissible uses on the land. The property will also be open to compatible public uses, including trapping, wildlife viewing, hiking, snowshoeing, and other non-motorized recreation, in accordance with Wildlife Management Area rules and applicable state laws. Motorized uses are not permitted, except for an existing snowmobile trail, which the Department intends to continue to allow under permit following acquisition. Additional uses may be allowed by special use permit in accordance with Department rules and regulations.

The appraised fair market value of the property is \$1,890,000. Total project costs are \$2,230,000, including acquisition, appraisal, appraisal review, survey and boundary marking, environmental review, title, and other due diligence expenses. NHFG has entered into a purchase and sales agreement with TCF to acquire the fee interest at the appraised fair market value of \$1,890,000 utilizing \$1,672,500 in federal funds, representing 75% of the total project cost. The remaining 25% will be met through non-federal match, including in-kind contributions and Department owned lands previously donated or acquired with non-federal funds.

The U.S. Fish and Wildlife Service has approved the project under the Wildlife Restoration Program and allocated \$1,672,500 in federal funding for the acquisition of the property and associated project costs under Grant No. F21AF04030 (NH W-108-L-2).

The Office of the Attorney General has reviewed the Warranty Deed and related documents and approved the deed for form and substance on June 23, 2026.

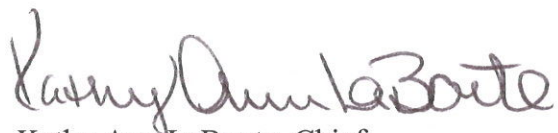
Attachments:

- Location Map
- Attorney General Form & Substance Approval
- Warranty Deed

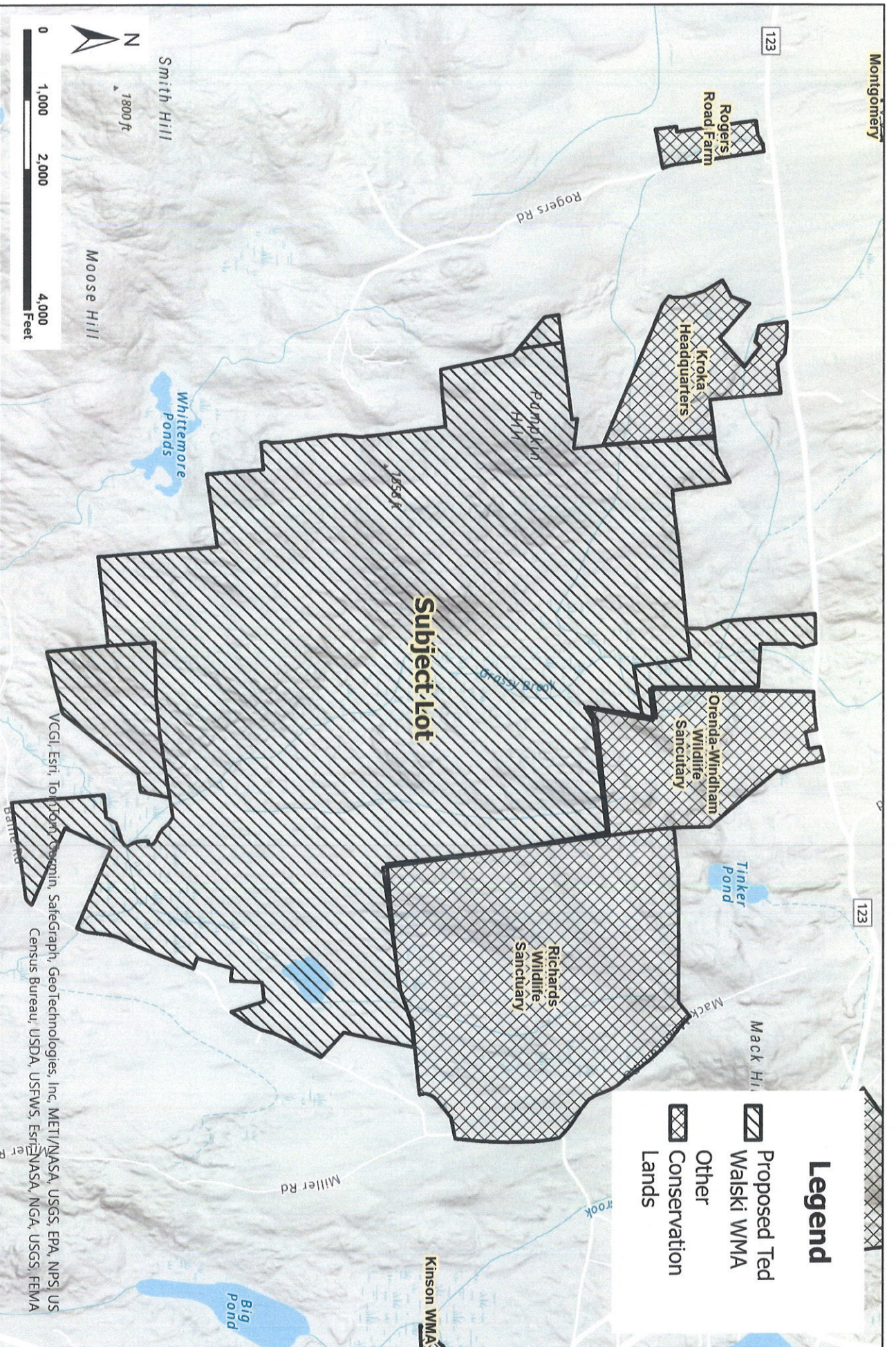
Respectfully submitted,



Stephanie L. Simek, Ph.D.
Executive Director



Kathy Ann LaBonte, Chief
Business Division



Map of the Proposed Ted Walski Wildlife Management Area, Marlow, NH and its Proximity to Other Conserved Lands



Inter-Department Communication

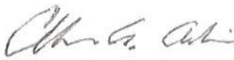
DATE: June 23, 2026

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

SUBJECT: Ted Walski WMA Acquisition, Towns of Alstead and Marlow

TO: Sean Coulter, Land Agent
Facilities and Lands Division
Fish & Game Department

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



Christopher G. Aslin

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

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENT that The Conservation Fund, a nonprofit corporation organized and existing under the laws of the State of Maryland, having a mailing address of 1655 North Fort Myer Drive, Suite 1300, Arlington, VA 22209 (the "Grantor"), for consideration paid, grants with warranty covenants to THE STATE OF NEW HAMPSHIRE, acting by and through its Fish and Game Department, with an address of 11 Hazen Drive, Concord, County of Merrimack, State of New Hampshire 03301 (the "Grantee"), the following property:

The Property is acquired for wildlife conservation purposes and for compatible public access, including hunting, trapping, fishing, wildlife observation, and related outdoor recreational uses.

Certain tracts or parcels of land containing approximately 1308.08 acres, located in the Towns of Marlow and Alstead, County of Cheshire, State of New Hampshire (the "Property"), and being more particularly described as follows:

PARCEL 1:

A certain tract of land, with all the improvements thereon, if any, situated in the Town of Marlow and the Town of Alstead, County of Cheshire and State of New Hampshire, being shown as Lot 5, consisting of 1275.9 acres, more or less, on the plan entitled "Plat of Leeward Holdings, Ltd., Subdivision Marlow & Alstead, N.H.," dated February 9, 1983, drawn by Thomas W. Flavin, Jr., L.L.S., approved by the Marlow Planning Board April 12, 1983, recorded at the Cheshire County Registry of Deeds (the "Registry"), Plan Cabinet 4, Number 178 (Roll 787), to which plan reference may be made for a more particular description thereof.

Excepting and reserving from the premises described above, the land previously conveyed to Richard M. Davis, Jr. and Elizabeth A. Seyler-Davis by deed dated February 9, 2015, recorded at the Registry, Book 2895, Page 1044, being shown as Parcel A on the plan entitled "Boundary Line Adjustment Plan of Land Richard Jr. & Elizabeth Davis and Judd Gregg Revocable Trust, Baine Road, Marlow, New Hampshire", dated January 5, 2015, prepared by Paton Land Surveying, approved by the Marlow Planning Board on January 13, 2015, recorded at the Registry, Plan #15019.

Also excepting and reserving from the premises described above the land previously conveyed to Kroka's Expeditions, Inc. by deed dated December 11, 2024, recorded at the Registry, Book 3296,

Page 967, being shown on the plan titled, "A Subdivision of Land for The Conservation Fund Tax Map 409 Lot 2-1 Volume 3284 Page 1177 in the Town of Marlow, New Hampshire" dated October 2024, prepared by Smith & Pospesil Land Surveying Company, PLLC and recorded at the Registry as Plan #24139.

Intending to convey all of Grantor's reserved rights and interests under that certain Quitclaim Deed dated December 11, 2024, recorded at the Registry, Book 3296, Page 967.

Intending to convey all mineral rights in the above-described premises as the same may exist.

Also conveying all feldspar, mica and all other minerals located in any and all of the above described premises, together with the right to enter said premises at any and all times and at any and all convenient places for the purpose of quarrying and removing all or any of said minerals, and the right to build roads, transmission lines, buildings and grinding plants at such places as may be most convenient for the purpose of quarrying, removing and refining said minerals, together with the right to dump the refuse and waste from such mining operations as may be most convenient.

Subject to rights under easement deed from Cyrus W. Gregg to New Hampshire Electric Cooperative, Inc. and New England Telephone and Telegraph Company, dated September 12, 1996, recorded at the Registry, Book 1590, Page 109.

Parcel 1 is located in both Marlow and Alstead. The portion in Marlow is located on Baine Road and is identified by the Town of Marlow as Tax Map 409, Lot 2. The portion in Alstead is located "Off Rogers Road" and is identified by the Town of Alstead as Tax Map 33, Lot 5.

The above-described premises have been additionally described as "TM 409 Lot 2, 1216.03 Acres" and "TM 33 Lot 5, 3.81 Acres" on that certain survey plan entitled "A Survey of Land Prepared for The Conservation Fund" by Smith & Pospesil Land Surveying Company, PLLC, dated December 2024 and recorded at the Registry in Plan Book _____ Page _____, as being more particularly bounded and described as follows:

TM 409 Lot 2:

Beginning at a 5/8" rebar found on the westerly side of Baine Road;

thence S 27°20'56" W a distance of 249.80'to a point;

thence S 28°28'50" W a distance of 296.64'to a point;

thence S 24°33'11" W a distance of 197.11'to a point;

thence S 16°19'04" W a distance of 196.11'to a point;

thence S 27°09'26" W a distance of 233.30'to a point;

thence S 34°24'05" W a distance of 267.61'to a stone wall corner;

thence N 17°20'21" W a distance of 492.22'to a stone wall corner;
thence S 83°54'19" W a distance of 273.73'to a stone wall corner;
thence S 02°35'36" W a distance of 448.32'to a rebar set;
thence N 82°52'05" W a distance of 180.49'to a stone wall corner;
thence S 16°26'43" W a distance of 519.02'to a stone wall corner;
thence S 72°33'35" E a distance of 160.68'to a 1/2" rebar found on the westerly side of Baine Road;
thence S 22°00'41" W a distance of 846.03'to a point;
thence S 25°04'44" W a distance of 287.66'to a point;
thence with a curve turning to the left with an arc length of 160.69', with a radius of 518.74', with a chord bearing of S 16°12'17" W, with a chord length of 160.05', to a point;
thence S 07°19'49" W a distance of 332.78'to a point;
thence S 22°05'13" W a distance of 146.40'to a rebar set;
thence N 66°42'53" W a distance of 1227.90'to a rebar set;
thence S 24°40'39" W a distance of 719.38'to a rebar set;
thence S 66°42'53" E a distance of 1190.44'to a rebar set on the westerly side of Baine Road;
thence with a curve turning to the right with an arc length of 178.24', with a radius of 180.00', with a chord bearing of S 56°46'40" W, with a chord length of 171.05',to a point;
thence S 85°08'46" W a distance of 50.06'to a point;
thence S 82°01'00" W a distance of 418.00'to a point;
thence S 78°50'29" W a distance of 179.89'to a point;
thence S 82°05'21" W a distance of 681.25'to a rebar set;
thence N 04°47'36" W a distance of 1312.84'to a point;
thence N 84°37'54" E a distance of 325.88'to a point on the shore of Gould Pond;
thence N 28°49'50" E a distance of 165.00'along the westerly shore of Gould Pond to a point;
thence along the westerly shore of Gould Pond in a easterly and northerly direction a distance of 702'+/- to a point;

thence S 89°08'45" E a distance of 45.61' along the northerly shore of Gould Pond to a point where Grassy Brook enters Gould Pond;

thence along Grassy Brook in a northerly direction a distance of 550'+/- to a point;

thence S 80°56'15" W a distance of 281.91'to a stone wall corner;

thence S 80°56'15" W a distance of 923.75'to a point;

thence S 84°12'48" W a distance of 521.06'to a point;

thence S 88°38'15" W a distance of 787.66'to the south side of a large rock;

thence S 04°00'26" E a distance of 667.66'to a stone wall corner;

thence S 83°35'23" W a distance of 1277.36'to a stone pile found;

thence N 04°36'53" W a distance of 1699.88'to a stone pile found;

thence S 81°41'46" W a distance of 1050.80'to a large rock at a stone wall corner;

thence N 04°29'28" W a distance of 806.83'to a stone wall intersection;

thence S 84°51'55" W a distance of 386.03'to a end of stone wall at a ledge;

thence N 15°28'11" W a distance of 71.20'to a point;

thence N 12°32'10" E a distance of 96.23'to a point;

thence N 04°45'13" W a distance of 302.46'to a point;

thence N 08°01'29" W a distance of 599.05'to a point;

thence N 01°27'21" E a distance of 131.47'to a point;

thence N 08°57'53" E a distance of 136.67'to a point;

thence N 02°09'00" E a distance of 128.07'to a point;

thence N 18°42'28" W a distance of 35.10'to a point;

thence N 02°58'06" W a distance of 82.45'to a point;

thence N 07°12'31" W a distance of 1057.74'to a point;

thence S 84°03'05" W a distance of 461.40'to a point;

thence S 86°20'48" W a distance of 354.48'to a stone pile found;

thence N 11°39'20" W a distance of 1057.19'to a point;

thence N 50°25'34" W a distance of 97.26'to a stone pile found on the Marlow and Alstead town line;

thence N 08°37'00" W a distance of 635.53'along the Marlow and Alstead town line to a point;

thence N 82°44'03" E a distance of 1111.37'to a point;

thence N 10°46'22" W a distance of 77.00'to a point;

thence S 83°28'31" E a distance of 431.78'to a stone pile found;

thence N 06°00'25" W a distance of 408.41'to a iron rod found;

thence N 04°56'22" W a distance of 1599.96'to a drill hole found;

thence N 82°48'30" E a distance of 286.56'to a point;

thence N 63°45'12" E a distance of 424.42'to a rebar set;

thence S 07°55'43" E a distance of 827.94'to a stone bound found;

thence N 85°31'16" E a distance of 280.67'to a 5/8" rebar found;

thence N 82°59'51" E a distance of 88.25'to a point;

thence N 76°48'56" E a distance of 24.11'to a point;

thence N 82°38'58" E a distance of 505.88'to a point;

thence N 84°44'07" E a distance of 1078.51'to a rebar set;

thence N 82°42'51" E a distance of 435.89'to a point;

thence S 07°47'09" E a distance of 814.20'to a point;

thence N 80°12'51" E a distance of 714.91'to a point;

thence S 09°17'33" W a distance of 784.95'to a stone pile found;

thence N 53°45'54" E a distance of 213.24'to a point;

thence N 83°54'46" E a distance of 359.99'to a drill hole found;

thence N 83°55'33" E a distance of 739.87'to a drill hole found;

thence N 83°19'18" E a distance of 522.15'to a stone bound with drill hole found;

thence S 09°51'14" E a distance of 1421.21'to a stone pile found;

thence S 06°49'13" E a distance of 1765.34'to a rebar set;

thence N 84°42'45" E a distance of 776.92'to a point;
thence N 60°28'48" E a distance of 27.11'to a point;
thence S 72°15'35" E a distance of 26.76'to a point;
thence N 84°24'17" E a distance of 113.40'to a point;
thence S 81°56'18" E a distance of 58.47'to a point;
thence N 69°22'04" E a distance of 45.13'to a point;
thence N 83°55'38" E a distance of 696.16'to a stone wall corner;
thence N 71°27'54" E a distance of 556.51'to a stone pile found;
thence N 83°41'45" E a distance of 359.06'to a 5/8" rebar found;
thence S 12°08'52" W a distance of 1013.80'to a 5/8" rebar found;
thence S 47°31'41" E a distance of 477.02'to the point of beginning,
having an area of 1216.03 acres.

TM 33 Lot 5:

Beginning at a point on the Marlow and Alstead town line;

thence S 08°37'00" E a distance of 635.53'to a stone pile found on the Marlow and Alstead town line;

thence N 50°25'34" W a distance of 596.61'to a point;

thence N 08°28'40" W a distance of 200.20'to a stone wall corner;

thence N 82°44'03" E a distance of 397.36'to the point of beginning,

having an area of 3.81 acres.

To the extent the premises described by said survey description lie outside of the bounds of the historical description set forth above, they are released to the Grantee without covenant of title.

PARCEL 2:

A certain tract or parcel of land, with the buildings and improvements thereon, if any, situated in the Town of Marlow, County of Cheshire and State of New Hampshire, bounded and described as follows:

“Washburn Pasture”, so-called, located off the Bain [sic] Road, as more particularly described in the deed recorded at the Registry, Book 272, Page 183; devised in equal shares to Wallace L. Whitcomb and Howard W. Whitcomb in the matter of the Estate of Lillian

S. Johnson, Cheshire County Probate Court Docket No. 676; the interest of the said Howard W. Whitcomb being received by Veronica S. Whitcomb in the matter of the Estate of Howard W. Whitcomb, Cheshire County Probate Court Docket No. 4339.

Parcel 2 is located off Baine Road in the Town of Marlow and is identified by the Town of Marlow as Tax Map 410, Lot 3.

The property described herein is subject to Notices of Current Use Taxation by the Town of Marlow, recorded at the Registry May 12, 1988, Book 1241, Page 554, and recorded November 20, 2005, Book 2379, Page 947.

The above-described premises have been additionally described as "TM 410 Lot 3, 51.66 Acres" on that certain survey plan entitled "A Survey of Land Prepared for The Conservation Fund" by Smith & Pospesil Land Surveying Company, PLLC, dated December 2024 and recorded at the Registry in Plan Book _____ Page _____, as being more particularly bounded and described as follows:

Beginning at the south side of a large rock;

thence N 88°38'15" E a distance of 787.66'to a point;

thence N 84°12'48" E a distance of 521.06'to a point;

thence N 80°56'15" E a distance of 923.75'to a stone wall corner;

thence S 11°46'02" W a distance of 425.15'to a rebar set;

thence S 82°01'58" W a distance of 256.34'to a large boulder;

thence S 38°45'11" W a distance of 1382.25'to a rebar set between two large rocks;

thence S 75°41'07" W a distance of 908.61'to a stone wall intersection;

thence N 05°34'58" W a distance of 875.71'to a stone wall intersection;

thence N 04°00'26" W a distance of 667.66'to the point of beginning,

having an area of 51.66 acres.

To the extent the premises described by said survey description lie outside of the bounds of the historical description set forth above, they are released to the Grantee without covenant of title.

PARCEL 3:

A certain tract of land situated on the southerly side of New Hampshire Route 123, in the Town of Marlow, County of Cheshire and State of New Hampshire and being depicted as "Proposed Lot 46-2, 37.8 acres" on a plan entitled "2 Lot Subdivision Plan, Lot 407-046-000, 603 Route 123, Marlow, NH 03456", dated August 13, 2018, Scale 1"=100' by Cardinal Surveying & Land Planning, Keene, New Hampshire, Wendy Pelletier, Licensed Land Surveyor, as approved by the

Town of Marlow Planning Board on October 22, 2018, recorded at the Cheshire County Registry of Deeds (the "Registry"), Plan #18149 (the "Plan"), said tract being bounded and described as follows:

Beginning at a rebar set on the southerly side of NH Route 123, said point being the northeasterly corner of the premises herein conveyed and the northwesterly corner of Proposed Lot 46-1 on the Plan; thence

South 00° 22' 31" East two hundred eight and forty-eight hundredths (208.48) feet to a rebar set; thence

South 40° 00' 17" West one hundred twenty and fifty-eight hundredths (120.58) feet to a rebar set; thence

South 14° 12' 23" West four hundred seventy-six and forty-six hundredths (476.46) feet to a rebar set; thence

South 72° 50' 19" East six hundred twenty-one and ninety-four hundredths (621.94) feet to a rebar set, the last four (4) courses being along Proposed Lot 46-1 on the Plan; thence

South 14° 15' West nine hundred sixty-two (962) feet, more or less, to a point; thence

South 14° 30' West five hundred fifty-five (555) feet, more or less, to a point; thence

South 84° 15' East four hundred sixty (460) feet, more or less, to a point; thence

South 25° West two hundred five (205) feet, more or less, to a point, the last four (4) courses being along land now or formerly of the Humane Society of the U.S. Wildlife Land Trust; thence

North 84° 30' West seven hundred twenty (720) feet, more or less, to a point; thence

North 7° 30' East eight hundred twenty (820) feet, more or less, to a point; thence

North 82° West four hundred thirty-nine (439) feet to a 12" maple tree, the last three (3) courses being along land now or formerly of Judd A. Gregg Revocable Trust; thence

North 16° 12' 06" East two hundred sixty-four and thirteen hundredths (264.13) feet to an 18" maple tree; thence

North 6° 4' 14" West three hundred fourteen and eighty-nine hundredths (314.89) feet to a stake and stones 2.2' up Heman Chase TAG YR 62, the last two (2) courses being along land now or formerly of John Ference Revocable Trust; thence

North 9° 50' 37" East one thousand two hundred sixty-eight and three hundredths (1,268.03) feet to a 7/8" aluminum pipe 2.0' up on the southerly side of NH Route 123 at the northwesterly corner of the within conveyed premises; thence

South 77° 31' 57" East one hundred fifteen and seventy-four hundredths (115.74) feet to a point at the end of a stone wall; thence

South 76° 7' 21" East along a stone wall two hundred nine and eighty-five hundredths (209.85) feet to a point at the end of said wall; thence

South 77° 37' 43" East one hundred and thirty-two hundredths (100.32) feet to the rebar at the point of beginning.

The property conveyed herein may be subject to Right of Easement from Haddon Libby to New Hampshire Electric Cooperative, Inc. and Verizon New England, Inc. (formerly known as New England Telephone and Telegraph Company) dated July 2, 2002, recorded at the Registry, Book 1945, Page 657.

Parcel 3 is located at 603 NH Route 123 in the Town of Marlow and is identified by the Town of Marlow as Tax Map 407, Lot 046-001.

The above-described premises have been additionally described as "TM 407 Lot 46-1, 36.58 Acres" on that certain survey plan entitled "A Survey of Land Prepared for The Conservation Fund" by Smith & Pospesil Land Surveying Company, PLLC, dated _____ and recorded at the Registry in Plan Book _____ Page _____, as being more particularly bounded and described as follows:

Beginning at a rebar set on the southerly side of NH Route 123;

thence N 87°59'16" E a distance of 115.79'to a point;

thence N 89°23'52" E a distance of 209.93'to a point;

thence N 87°53'30" E a distance of 100.36'to a 5/8" rebar found;

thence S 14°49'35" E a distance of 208.58'to a 5/8" rebar found;

thence S 25°34'53" W a distance of 120.27'to a 5/8" rebar found;

thence S 00°14'40" E a distance of 476.57'to a 5/8" rebar found;

thence S 87°17'11" E a distance of 620.80'to a point;

thence S 00°01'01" E a distance of 956.85'to a 5/8" rebar found;

thence S 00°13'29" W a distance of 544.73'to a 5/8" rebar found;

thence N 82°19'13" E a distance of 443.10'to a 5/8" rebar found;

thence S 09°17'33" W a distance of 205.00'to a point;

thence S 80°12'51" W a distance of 714.91'to a point;
thence N 07°47'09" W a distance of 814.20'to a point;
thence S 82°42'51" W a distance of 435.89'to a rebar set;
thence N 01°19'34" E a distance of 264.19'to a point;
thence N 20°40'04" W a distance of 312.48'to a wood post found;
thence N 04°37'35" W a distance of 1268.52'to the point of beginning,
having an area of 36.58 acres.

To the extent the premises described by said survey description lie outside of the bounds of the historical description set forth above, they are released to the Grantee without covenant of title.

The property conveyed herein being a portion of the premises conveyed to the Grantor by Warranty Deed from Duck Hole, LLC, dated August 9, 2024, recorded at the Registry, Book 3284, Page 1177.

No homestead rights exist relative to the land conveyed herein.

This Property is being acquired in part with a \$225,000 financial assistance grant awarded through the New Hampshire Land and Community Heritage Investment Program pursuant to RSA 227-M. Said grant was awarded to The Conservation Fund in support of its acquisition and interim ownership of the Property and places continuing obligations on the landowner and the landowner's use of the Property following conveyance, as more particularly described in an Agreement between the New Hampshire Land and Community Heritage Investment Program and the New Hampshire Fish and Game Department attached hereto as Exhibit A and incorporated herein.

Pursuant to RSA 227-M:14, the Property shall be held in public trust. No deviation in the uses of the Property to uses or purposes not consistent with the intent of RSA 227-M shall be permitted, and the sale, transfer, conveyance or release of this Property from public trust is prohibited, except as provided in RSA 227-M:13. Pursuant to RSA 227-M:15, the Property shall be open in perpetuity for passive recreational purposes by members of the public, and subject to the restrictions and conditions specifically set forth in Exhibit A.

This conveyance is made pursuant to a grant agreement between the New Hampshire Land and Community Heritage Investment Program and The Conservation Fund, attached hereto as Exhibit B, and an Agreement between the New Hampshire Land and Community Heritage Investment Program and the New Hampshire Fish and Game Department, attached hereto as Exhibit A, which together govern the continuing obligations applicable to the Property following conveyance.

This Property is acquired in part with federal funds provided under the Wildlife Restoration Program, Assistance Listing 15.611, administered by the United States Fish and Wildlife Service. The Property is subject to the terms and conditions set forth in the Notice of Federal Participation, attached hereto as Exhibit C and incorporated herein by reference.

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

Dated: _____, 2026

The Conservation Fund
a nonprofit corporation

By: _____
Name:
Title:

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

The foregoing instrument was acknowledged this ____ day of _____, 2026, before me, the undersigned officer, by _____, the _____, of The Conservation Fund, a nonprofit corporation, on behalf of said corporation.

Notary Public / Justice of the Peace
My commission expires:

Accepted:

The State of New Hampshire
Fish and Game Department

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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged this ____ day of _____, 2026, before me, the undersigned officer, by Stephanie L. Simek, Ph.D., the Executive Director, of the NH Fish and Game Department, on behalf of the State of New Hampshire.

Notary Public / Justice of the Peace
My commission expires:

Approved by the Governor and Executive Council: _____ Item No. _____

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

Whereas **The Conservation Fund** ("Recipient") was recipient of a \$225,000 financial assistance grant from the **New Hampshire Land and Community Heritage Investment Program** ("LCHIP") in support of Recipient's acquisition and protection of the above described approximately 1308.08 acres of land in the Towns of Marlow and Alstead, State of New Hampshire and more specifically described in the Warranty Deed to which this Agreement is appended (the "Property") for the purpose of protecting in perpetuity the significant natural habitat, open space, forestry and other conservation attributes of the Property (the "Conservation Attributes") as described and set forth in a Property Condition Report prepared and maintained by Recipient or Fish and Game with copy provided to and accepted by LCHIP;

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

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

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

1. RESTRICTIONS

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

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

- vehicles, motorized or otherwise,

- access to active livestock fields or to agricultural cropland during planting, growing, mowing, thinning, and harvesting,
- access to forest land during harvesting, establishment of plantations or other active management activities,
- access to the interior of any buildings on the Property,
- access by the public during an emergency situation where public safety could be at risk, but only for so long as the emergency situation exists and subject to Fish and Game providing notice of such temporary posting to LCHIP at the earliest practicable time, and
- access to locations within the Property that become subject to incidents of problematic or abusive uses or behaviors by said public that are detrimental to the Purposes of this Agreement or significantly impairing of the Conservation Attributes and/or where such access would place the public safety at risk, but only after Fish and Game obtains LCHIP's prior written approval of such posting for the purpose of managing such issues for a defined period of time as the Fish and Game and LCHIP may agree. Said problematic or abusive uses or public safety concerns may include but will not be limited to: making of fires, malicious destruction of the Fish and Game's real or personal property, potential hazards for visitors atypical to a natural and undeveloped setting, or development of unauthorized trails or structures.

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

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

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

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

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

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

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

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

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

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

2. STEWARDSHIP

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

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

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

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

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

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

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

3. FUTURE CONVEYANCE

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

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

B. Fish and Game will convey the property subject to perpetual conservation restrictions, pursuant to RSA 477:45-47, which conservation restrictions shall be consistent with RSA 227-M and at a minimum with the Restrictions set out in Section 1, above. Said permanent conservation restrictions or conservation easement shall be conveyed to a qualified holder approved in advance by LCHIP, shall include a contingent right of enforcement granted to LCHIP with a right of access to the Property consistent with Section 7, below, and shall be approved in advance by LCHIP. Failure to comply with this requirement will be considered a material breach of this Agreement.

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

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

E. Highway Expansion or Modification - In the event that Recipient receives notice from the New Hampshire Department of Transportation (NHDOT) of an offer of purchase or other proposal to obtain rights in the Property for the modification, expansion, or alteration of existing roads within the state highway system, Recipient shall promptly notify LCHIP in writing of such notice/proposal. No sale, grant, or transfer of rights to NHDOT shall be allowed unless first approved by LCHIP pursuant to RSA 227-M:13.

4. REPAYMENT OF LCHIP FINANCIAL ASSISTANCE AWARD ("Grant")

In addition to the provisions of Section 3, "Future Conveyance" above, the following condition will require the repayment of all or a portion of the Grant:

A. Condemnation - In the event all or a portion of the Property is taken by exercise of the power of eminent domain by public, corporate, or other authority so as to abrogate in whole or in

part the purposes of the Grant, Recipient and LCHIP will act jointly to recover the full damages resulting from such taking (the "Proceeds").

In the circumstances described above, LCHIP will be entitled to a share of any Proceeds recovered by Recipient in an amount proportionate to LCHIP's contribution to the overall cost of acquiring and protecting the Property. Recipient and LCHIP agree therefore that LCHIP will be entitled to the lesser of (result of the Grant divided by Total Overall Project Cost expressed as a percentage) of any Proceeds recovered by Recipient and \$XXX, XXX, the amount of the Grant. Until such time as LCHIP receives its share of the Proceeds from Recipient, LCHIP will have a lien against the Property for the amount of the Proceeds due.

5. AMENDMENT

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

6. ASSIGNMENT

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

7. LCHIP RIGHT OF ACCESS, ENFORCEMENT AND ASSIGNMENT

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

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

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

8. SEVERABILITY AND INTERPRETATION

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

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

9. ENFORCEMENT COSTS

In the event LCHIP is the prevailing party in any action against Recipient to enforce or defend the terms of this Agreement or to exercise its rights under this Agreement it is entitled to recover any and all administrative and legal costs associated with any action related to the enforcement or defense of this Agreement or to Recipient's acts or failure to act, including, but not limited to, court costs, mediation and/or arbitration costs, reasonable attorney and consultant fees, staff costs, payments ordered by such court or arbitrator, and other reasonable expenses.

However, if LCHIP initiates action against Recipient to enforce or defend the terms of this Agreement or to exercise its rights under this Agreement, and if the court determines that a material breach has not been established, each party will bear its own costs. Notwithstanding the foregoing, if the court determines that LCHIP acted without reasonable cause or in bad faith, then the court may require LCHIP reimburse the Recipient's reasonable costs incurred in defending the action including, but not limited to, attorney and consultant fees, staff costs, and other reasonable expenses.

10. ACTIONS BEYOND RECIPIENT'S CONTROL

Nothing herein will be construed to entitle LCHIP to institute any enforcement proceedings against the Recipient, or to recover costs or attorney's fees from Recipient, for any changes to the Property due to causes beyond the Recipient's control, such as changes caused by fire, flood, storm, earthquake, disease, infestation, the unauthorized wrongful acts of third parties, or any prudent action taken by Recipient under emergency conditions to prevent, abate, or mitigate significant

damage to the Property or to any party resulting from such causes and any such occurrence will not be deemed a material breach entitling LCHIP to exercise its right of enforcement hereunder.

FOR THE LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By:

Paula S. Bellemore, Executive Director
Duly authorized

Date

FOR THE NEW HAMPSHIRE FISH AND GAME DEPARTMENT

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

Date

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

The Conservation Fund (“Recipient”), as recipient of a \$225,000 financial assistance grant from the **New Hampshire Land and Community Heritage Investment Program** (“LCHIP”) in support of Recipient’s acquisition, protection, and interim ownership of the above described approximately 1308.08 acres of land in the Towns of Marlow and Alstead, State of New Hampshire and more specifically described in the Warranty Deed to which this Grant Agreement is appended (the “Property”), for the purpose of protecting in perpetuity the significant natural habitat, open space, forestry and other conservation attributes of the Property (the “Conservation Attributes”) as described and set forth in a Property Condition Report prepared and maintained by Recipient or NH Fish and Game Department with copy provided to and accepted by LCHIP, agrees to the following conditions:

1. Recipient acquired the Property by unrestricted deed. Recipient will convey the Property via Warranty Deed (“the Deed”) to the NH Fish and Game Department subject to restrictions described in an Agreement between LCHIP and NH Fish and Game Department, which Deed will contain the following provision:

“The Property is being acquired in part with a \$225,000 financial assistance grant awarded through the **New Hampshire Land and Community Heritage Investment Program to The Conservation Fund** pursuant to New Hampshire RSA 227-M, which award places continuing obligations on the landowner and landowner’s use of the Property as described in an Agreement (attached hereto as Exhibit A and incorporated herein). Pursuant to RSA 227-M:14, the Property shall be held in public trust. No deviation in the uses of the Property to uses or purposes not consistent with the intent of NH RSA 227-M shall be permitted, and the sale, transfer, conveyance, or release of this Property from public trust is prohibited, except as provided in NH RSA 227-M:13. Pursuant to RSA 227-M:15, the Property shall be open in perpetuity for passive recreational purposes by members of the public, and subject to the restrictions and conditions specifically set forth in the Agreement attached hereto as Exhibit A.”

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

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

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

AMENDMENT

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

ASSIGNMENT

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

REPAYMENT OF LCHIP FINANCIAL ASSISTANCE AWARD

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

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

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

LCHIP'S REMEDIES

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

hereunder will not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy will not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

SEVERABILITY

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

INDEMNIFICATION

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

INTERPRETATION

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

have any right to indirect, consequential or monetary damages in excess of such actual direct out-of-pocket expenses.

NO WAIVER OF RIGHT TO TAKE ACTION

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

FOR THE NH LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By:

Paula S. Bellemore, Executive Director
Duly authorized

Date

FOR THE RECIPIENT: THE CONSERVATION FUND

By:

, Duly authorized

Date

EXHIBIT C
Notice of Federal Participation

The State of New Hampshire, Fish and Game Department, and its successors and assigns (hereinafter the "Department") acknowledges that the approximately 1308.08 acres of real property located in the Towns of Marlow and Alstead, State of New Hampshire (the "Property") is acquired in part with federal funds provided under the Wildlife Restoration Program (Assistance Listing 15.611), administered by the U.S. Fish and Wildlife Service and its successors and assigns (hereinafter the "Service"), and that the Property is subject to all applicable terms and conditions of Grant Agreement No. F21AF04030 (NH-W-108-L-2) (hereinafter "Grant Agreement"), with an effective date of August 1, 2021, between the Service and the Department. Copies of the Grant Agreement are maintained on file at the offices of the Service, 300 Westgate Center Drive, Hadley, Massachusetts 01035-9589, and at the offices of the Department, 11 Hazen Drive, Concord, New Hampshire 03301.

The Department acknowledges that the Property is acquired for the approved purpose of conserving wild birds and mammals and their habitats in perpetuity, and for providing compatible public access for wildlife-dependent recreation. The Property shall be administered for the long-term protection of these habitats and species, and there shall be no discrimination against any member of the public in the use of the Property. The Department, as Grant Recipient, is responsible for exercising sufficient control over the Property to ensure that it is used, and continues to be used, solely for the approved purposes for which it was acquired. The Property may not be conveyed, transferred, or otherwise encumbered, in whole or in part, without first notifying the Service and obtaining written direction from the Service.

If the Department loses control of the Property, control must be fully restored to the Department or the Property must be replaced within three (3) years with a like property of equal value at current market prices and providing equal benefits. If the Property is used for activities that interfere with accomplishment of the approved purposes, such activities shall cease and any resulting adverse effects shall be remedied.

If the Department determines that the Property is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either acquire replacement property or another interest in land of equal value that serves the same approved purpose as the Property and manage such replacement property or interest in land for the same purposes specified in the Grant Agreement; or repay the Service, in cash, an amount equal to the proportionate federal share of the original acquisition cost of the Property, or the proportionate federal share of the current fair market value of the Property, or any portion thereof, whichever is higher; or, as a last resort, transfer the Property to the Service or to a third party designated or approved by the Service.

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

The State of New Hampshire
Fish and Game Department

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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged this ____ day of _____, 2026, before me, the undersigned officer, by Stephanie L. Simek, Ph.D., the Executive Director, of the NH Fish and Game Department, on behalf of the State of New Hampshire.

Notary Public / Justice of the Peace
My commission expires: