



New Hampshire Fish and Game Department

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December 4, 2012

His Excellency, Governor John H. Lynch
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the New Hampshire Fish and Game Department (NHFG) to grant to the Trust for Public Land (Vendor Code 167126) \$675,000 to provide partial funding for the purchase of 934 acres from Plum Creek Maine Timberlands, LLC. Funding is 100% other. Wildlife Habitat Funds, Fisheries Habitat Funds.

Funding for this grant is available as follows:

<u>03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation</u>		<u>FY2013</u>
020-07500-21550000-305-500845	Habitat Acquisition and Management	\$575,000
<u>03 75 75 752020-2127 Inland Fisheries Mgmt – Fisheries Habitat Management</u>		<u>FY2013</u>
020-07500-21270000-020-500208	Current Expense	\$100,000

2. Authorize the New Hampshire Fish and Game Department to accept fee title to 934 acres and related rights-of-way from Plum Creek Maine Timberlands, LLC.

3. Authorize the New Hampshire Fish and Game Department to enter into a MOA with the New Hampshire Land and Community Heritage Investment Program relative to the acceptance of fee title to 934 acres from Plum Creek Maine Timberlands.

EXPLANATION

The Trust for Public Land is nearing completion of the Androscoggin Headwaters Conservation Initiative that will permanently conserve 31,377 acres owned by Plum Creek Maine Timberlands, LLC. This complex and expensive (\$18,410,000) project was designed to be accomplished in 5 phases. Phases I and II have been completed and have conveyed ownership of 7,452 acres to the Umbagog National

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Wildlife Refuge. Phases III and IV, totaling 22,991 acres, will remain in Plum Creek ownership subject to a Forest Legacy conservation easement held by the NH Division of Forests and Lands. The fee ownership of Phase V, 934 acres, will be conveyed to NHFG and will serve as the non-federal match for the Forest Legacy funds for Phases III and IV.

NHFG is partnering with the Trust for Public Land to complete Phase V and to conserve 934 acres in Wentworth's Location and Errol that surrounds Greenough and Little Greenough Ponds. NHFG proposes to provide a grant of \$675,000 to the Trust for Public Land for partial funding of the purchase of this property at its fair market value, appraised at \$2,475,000. NHFG funding for the grant will be from the following dedicated funds: Wildlife Habitat Account (\$50,000), the Fisheries Habitat Account (\$100,000), and the Granite Reliable Power Wind Power Mitigation Fund (\$525,000). The Trust for Public Land is raising the remainder of the acquisition costs from a variety of other grant programs and private donations. Plum Creek Maine Timberlands LLC will convey fee title to the property to NHFG by Quitclaim Deed with conservation restrictions along with two access rights-of-way to the property.

This property will provide significant habitat for a variety of wildlife species including the state threatened American marten. It will ensure public access to the undeveloped Greenough Ponds, two of only a few ponds in the state with naturally reproducing populations of wild brook trout.

The Land and Community Heritage Investment Program (LCHIP) is providing a grant \$650,000 to The Trust for Public Land towards the acquisition of the property. In order to protect the investment of LCHIP funds, NHFG has agreed the several conditions contained in the MOA.

The expenditure from the Wildlife and Fisheries Habitat Accounts was approved by the Fish and Game Commission at their November 21, 2012 meeting.

Respectfully submitted,



Glenn Normandeau
Executive Director



Kathy Ann LaBonte
Chief, Business Division

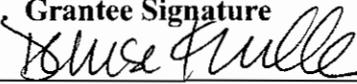
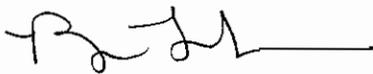
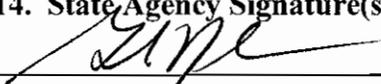
GRANT AGI

(April 2001 revision)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Fish and Game Department		1.2. State Agency Address 11 Hazen Drive, Concord, NH, 03301	
1.3. Grantee Name Trust for Public Land		1.4. Grantee Address 10 Milk Street, Suite 810, Boston, MA 02018	
1.5. Effective Date Upon G&C approval	1.6. Completion Date June 30, 2013	1.7. Audit Date N/A	1.8. Grant Limitation \$675,000
1.9. Grant Officer for State Agency Glenn Normandeau		1.10. State Agency Telephone No. 603-271-3511	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Denise K. Mullane, Counsel	
1.13. Acknowledgment: Commonwealth of Massachusetts, County of Suffolk on 11/15/12 H, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>she</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name and Title of Notary Public or Justice of the Peace Brian L. Gallagher			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Glenn Normandeau, Executive Director	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 11 Dec 3, 2012			
1.17. Approval by the Governor and Council On: //			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire

3. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date")
4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination, and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND
- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in any number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.





Grant Agreement

Androscoggin Headwaters Conservation Project, Phase V

November 12, 2012

The Trust for Public Land (TPL) and the New Hampshire Fish and Game Department (NHFG) will cooperate on the Androscoggin Headwaters Conservation Project, Phase V to ensure the long-term conservation of species at risk and access to important public resources. NHFG will provide a grant of \$675,000 to TPL toward the purchase of 934 acres in Wentworth's Location and Errol belonging to Plum Creek Maine Timberlands, LLC, with an appraised value at \$2,475,000. TPL will purchase the 934 acres at fair market value from Plum Creek Maine Timberlands, LLC and cause them to be conveyed to NHFG.

EXHIBIT A

Scope of Services

TPL agrees to complete the following:

1. Provide to NHFG the maps and documents required to obtain the necessary approvals to grant \$675,000 to TPL towards the purchase of 934 acres from Plum Creek Maine Timberlands, LLC.
2. Facilitate the fee transfer to NHFG of a 934-acre tract of forested upland and wetlands surrounding Greenough Pond and Little Greenough Pond in Wentworth's Location and Errol.
3. Maintain financial accounting records and provide to NHFG documentation that supports the grant funds expenditure.
4. Acknowledge the funding received through NHFG in materials produced for public distribution.

NHFG agrees to:

1. Submit to the Fish and Game Commission a request to authorize the expenditure of \$100,000 from the Fisheries Habitat Account and \$50,000 from the Wildlife Habitat Account.
2. Submit a Governor and Council request to authorize a grant agreement with TPL for up to \$675,000.00.
3. Pass through to TPL funds in the amounts authorized by the NH Governor and Executive Council.

Initials: 
Date: 11/15/12

4. Accept from the Trust for Public Land the conveyance of a 934-acre tract of forested upland and wetlands surrounding Greenough Pond and Little Greenough Pond in Wentworth's Location and Errol, subject to an executory interest and a contingent right of termination on the Property to the Land and Community Heritage Investment Program Authority ("LCHIP"), and an executory interest and a contingent right of termination on the Property to the State of New Hampshire, acting through the New Hampshire Department of Environmental Services ("NHDES").

EXHIBIT B

Method of Payment and Grant Limits

NHFG will either provide a check or wire transfer up to \$50,000 from the Wildlife Habitat Account and \$100,000 from the Fisheries Habitat Account and \$525,000 from the GRP Wind Project Mitigation Fund, for a total of \$675,000 to TPL in a single payment two business days in advance of the closing as partial payment for the 934-acre tract in Errol and Wentworth's Location, subject to:

1. Approval of the expenditures from the Wildlife and Fisheries Habitat Accounts by the New Hampshire Fish and Game Commission
2. Approval of this Grant Agreement between The Trust for Public Land and the NH Fish and Game Department by the NH Governor and Executive Council.

Total payment shall not exceed \$675,000.

EXHIBIT C

Special Provisions

Paragraph 17, Insurance and Bond, of the General Provisions shall not apply to this Agreement.

Initials: 
Date: 11/15/12

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE TRUST FOR PUBLIC LAND doing business in New Hampshire as TPL-NEW HAMPSHIRE, a(n) California nonprofit corporation, registered to do business in New Hampshire on July 22, 1988. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law and that the attached is a true copy of the list of documents on file in this office.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of October, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

1. The first part of the document is a list of names and addresses. The names are listed in the first column, and the addresses are listed in the second column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.

SECRETARY'S CERTIFICATE

I, Sheri L. Ward, Assistant Secretary of Plum Creek Timber Company, Inc., a Delaware corporation (the "Corporation"), hereby certify that the following resolutions were duly adopted by the Board of Directors of the Corporation on February 10, 2005; said resolutions are in conformity with the Charter and By-Laws of said Corporation; and said resolutions have not been altered or amended and are in full force and effect as of this date:

DELEGATION OF AUTHORITY

RESOLVED, that, subject to the limitations contained in the attached Delegation of Authority, the President and Chief Executive Officer of the Corporation be, and he hereby is, authorized to manage the properties and business of the Corporation and its affiliates; to hire and discharge all agents, employees and servants, and to determine their wages, compensations and commissions for services rendered; to purchase or sell or authorize the purchase or sale of all goods, wares, merchandise, equipment, supplies, machinery and real property required in the transaction of the business of the Corporation; to lease or obtain facilities necessary or required in the transaction of the business of the Corporation; to determine the purchase and sale price of all goods, merchandise, and property, real and personal, purchased or sold by the Corporation; and generally, subject at all times and in all respects to the control and direction of the Board, to take such steps as may be necessary or desirable in the prosecution of the business and operations for which this Corporation is organized.

FURTHER, RESOLVED, that the intent of the foregoing resolution is to confirm unto the President and Chief Executive Officer the authority described above on behalf of the Corporation and its affiliates, in any and all capacities.

I hereby further certify that the President and Chief Executive Officer has delegated the authority described above to Thomas M. Lindquist, Executive Vice President and Chief Operating Officer; David W. Lambert, Senior Vice President and Chief Financial Officer; Larry D. Neilson, Senior Vice President, and James A. Kraft, Senior Vice President and General Counsel with respect to the execution and delivery of agreements and documents required or necessary to finalize the closing of the sale of certain real property located in Wentworth's Location and Errol, Coos County, New Hampshire. I further certify that the officers named herein are each officers, with identical titles, of Plum Creek Maine Timberlands, L.L.C., and that such officers are authorized to execute such transaction documents for such entity in their respective capacities.

I hereby further certify that the Corporation owns, directly or indirectly, all of the beneficial interests in Plum Creek Maine Timberlands, L.L.C., a Delaware limited partnership.

IN WITNESS WHEREOF, I have hereunder set forth my hand this 12th day of November, 2012.



Sheri L. Ward, Assistant Secretary

Delegation of Authority:

	<u>President & CEO</u>
<u>Position and Education</u>	
Conventions and large meetings (total/year)	unlimited
Management Conference	unlimited
Schools and seminars (per person)	unlimited
Establish position	VP & below
Fill existing position	unlimited
<u>Beuefits</u>	
Leave of absence	
with pay	3 months
without pay	9 months
Moving and tuition reimbursement	unlimited
Group Benefit Plans	est. & admin.
<u>Capital Expenditures (per project)</u>	
AFE approval	unlimited
<u>Sale of Property/Products (per transaction)</u>	
Stumpage Sale	unlimited
Minerals/Oil & Gas/Gravel	unlimited
Misc. Forest Products (including, but not limited to, delivered logs and finished products of any type)	unlimited
Land Sales	
Real estate joint ventures	\$50 millioun
Timber	\$100 millioun
Land Exchanges	100 million
Easements	unlimited
Other	\$2 millioun
<u>Acquisition of Property (per transaction)</u>	
Land Acquisitions	\$100 million
Stumpage Purchases (per contract)	\$100 million
<u>Leases/Permits to Others (Lessor)</u>	
Maximum term (per lease)	unlimited
Maximum annual \$ commitment (per lease)	unlimited
<u>Leases/Permits from Others (Lessee)</u>	
Maximum term (per lease)	unlimited
Maximum annual \$ commitment (per lease)	unlimited
<u>Purchases of Operating Goods and Services (per transaction)</u>	unlimited

Other

Donations

Cash	\$1.5 million
non-cash (per transaction)	100,000
Memberships	unlimited
Expense accounts	unlimited
Credit extension	unlimited

Contracts

Settlements of lawsuits and disputes	unlimited
Futures	\$5 million/10 mos.
Service Contracts	unlimited
Maximum term	unlimited
Maximum \$ amount	unlimited
Other	unlimited

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE: December 3, 2012

FROM: Evan J. Mulholland
Assistant Attorney General

AT (OFFICE) Department of Justice
Environmental Protection Bureau

SUBJECT: Greenough Ponds

TO: Richard Cook, Land Agent
Fish & Game Department

I have reviewed and I approve for form and substance the following deeds to be executed in connection with the State's acquisition of the Greenough Ponds tract:

- Quitclaim Deed,
- Quitclaim, Partial Assignment and Assumption of Easement Rights, and
- Reciprocal Easement Agreement.

I will approve each deed for execution once it is signed.



Evan J. Mulholland

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLUM CREEK MAINE TIMBERLANDS, L.L.C., a(n) Delaware limited liability company registered to do business in New Hampshire on July 22, 2003. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of November, A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

MEMORANDUM OF AGREEMENT
Between the
NEW HAMPSHIRE FISH AND GAME DEPARTMENT
And the
NEW HAMPSHIRE LAND AND COMMUNITY
HERITAGE INVESTMENT PROGRAM

This MOA is entered into by the New Hampshire Fish and Game Department, hereinafter referred to as "NHFG," and the New Hampshire Land and Community Heritage Program, hereinafter referred to as "LCHIP."

Whereas LCHIP awarded a grant of \$650,000 to The Trust for Public Land towards the purchase of 934.4 acres surrounding Greenough Ponds in Wentworth's Location and Errol, hereinafter referred to as the "Property," in accordance with New Hampshire RSA chapter 227-M;

Whereas NHFG acquires property to protect fish and wildlife habitat and provide public access to those resources;

Whereas RSA 233:A directs NHFG to carry out the statewide public boat access program; and

Whereas NHFG will be the fee owner of the Property.

Now Therefore NHFG agrees to the following:

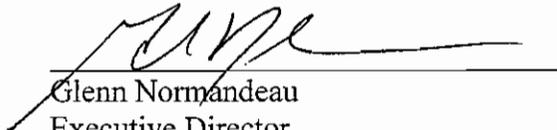
1. To limit the use of the target property (hereinafter the Property) to conservation purposes in perpetuity as specified by New Hampshire RSA chapter 227-M, any other applicable laws; and the *Criteria, Guidelines, and Procedures* established by LCHIP;
2. That materials produced to promote or publicize the Property, including on-site kiosks or informational signs, will include the following statement: "This property (name of property may be used) protected with assistance from the NH Land and Community Heritage Investment Program.";
3. To place a sign, if provided by LCHIP, at a prominent location on the Property. Any replacement or repair costs to the sign will be the responsibility of the New Hampshire Fish and Game Department;
4. The parties agree that the Property shall be managed by the NH Fish and Game Department and shall be open for public pedestrian access including access for hunting and fishing consistent with NHFG policies and all state and federal laws and regulations; and

5. That the Property will be monitored on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, and LCHIP's *Criteria, Guidelines and Procedures* to ensure that no actions are occurring which could be detrimental to the conservation values of the Property. The New Hampshire Fish and Game Department agrees to submit a copy of the annual monitoring report to LCHIP to document the actions taken.

6. NFHG retains the right to construct one public boat access site on each of the following ponds: Greenough Pond and Little Greenough Pond. These sites shall be car-top, carry down sites designed to have minimum impact on the environment of said ponds.

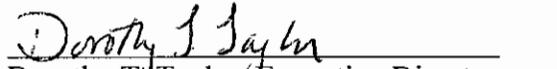
In witness whereof, the respective parties hereunto set their hands on the dates indicated.

Approved By:



Glenn Normandeau
Executive Director
NH Fish and Game Department

12/3/12
Date



Dorothy T. Taylor, Executive Director
Land and Community Heritage Investment
Program for the State of New Hampshire

12/3/12
Date

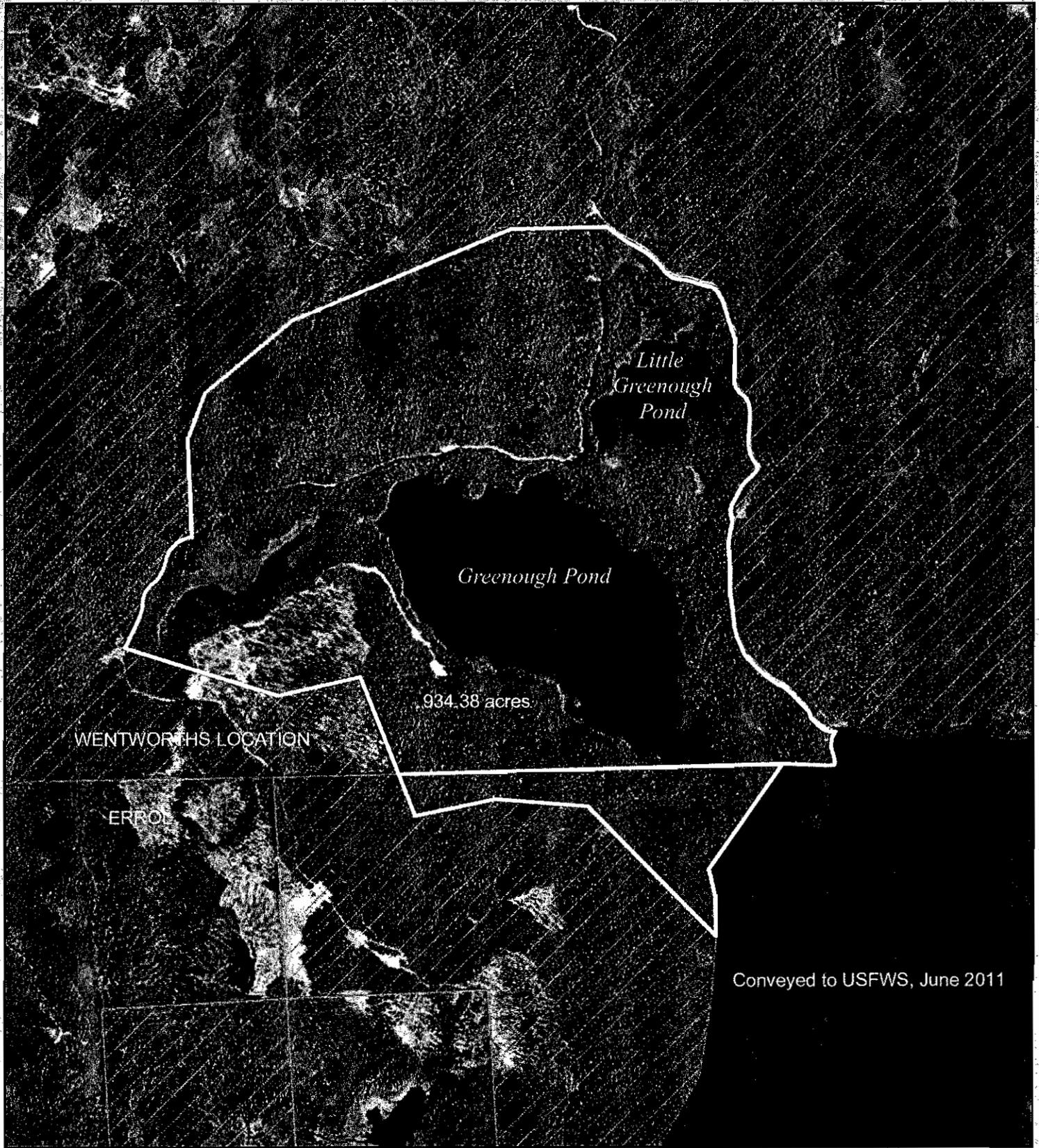
Approved by the Office of the Attorney General this 3rd day of December 2012.



Evan Mulholland, AAG
Print Name & Title

Approved by the Governor and Executive Council: _____, 2012, Item # _____

Greenough Ponds ~ Wentworth Location & Errol, NH



Conveyed to USFWS, June 2011

Greenough Ponds- Pending Acquisition by NH Fish & Game

-  Pending Forest Legacy Easement
-  Umbagog National Wildlife Refuge

Map created by the Trust for Public Land on May 1, 2012.
Boundaries from 2011 survey by York Land Services.
Imagery from NASA, updated April 2012.
Information on this map is provided for
purposes of discussion and visualization only.

0 0.125 0.25 0.5 Miles



TRUST
FOR
PUBLIC
LAND



THIS IS A CONVEYANCE TO AN INSTRUMENTALITY OF THE STATE OF NEW HAMPSHIRE WHICH IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX PURSUANT TO NEW HAMPSHIRE RSA 78-8:2, I AND FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17-g, II.

QUITCLAIM DEED

PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company, with a mailing address of 999 Third Avenue, Suite 4300, Seattle, Washington 98104 "Grantor", for good and valuable consideration to us paid by THE NEW HAMPSHIRE FISH & GAME DEPARTMENT, 11 Hazen Drive, Concord, NH 03301-6500, (hereinafter referred to as "Grantee", which, unless the context clearly indicates otherwise, includes the Grantee's successors and assigns) does hereby grant WITH QUITCLAIM COVENANTS to said THE NEW HAMPSHIRE FISH & GAME DEPARTMENT, its successors and assigns, certain real property of the Grantor situated in the towns of Errol and Wentworth's Location, County of Coos, State of New Hampshire, being a portion of the premises conveyed to Plum Creek Maine Timberlands, L.L.C. in the Quitclaim Deed of Great Eastern Timber Company, LLC dated September 3, 2003, and recorded at Book 1049, Page 289 in the Coos County Registry of Deeds and being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

ALSO CONVEYING AND GRANTING an Executory Interest and a contingent right of termination on the Property to the LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM AUTHORITY ("LCHIP"), a nonprofit corporation and public instrumentality of the State of New Hampshire with a mailing address of 13 West Street, Suite 3, Merrimack County, State of New Hampshire 03301, which, unless the context clearly indicates otherwise, includes LCHIP's successors and assigns).

ALSO CONVEYING AND GRANTING a Third Party Right of Enforcement to NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES ("NHDES", an agency of the State of New Hampshire with a mailing address of XX Hazen Drive, Concord, Merrimack County, NH 03301, which, unless the context clearly indicates otherwise, includes NHDES's successors and assigns.) The parties understand that the Property was acquired, in part, with funding received from the NHDES Aquatic Resources Mitigation Fund. NHDES shall have the right to enforce the conditions and restrictions contained herein and NHDES shall have the right to recover the costs of such enforcement from the grantee or its successors and assigns.

The Executory Interest and contingent right of termination is conveyed pursuant to New Hampshire RSA 477:45-47, RSA 486-A:1-14 and RSA 227-M (the Land and Community Heritage Investment Program), and pursuant to New Hampshire RSA 482-A, and constitutes an Executory Interest hereby granted to the State of New Hampshire, acting through the Land and Community Heritage Investment Authority. This interest is conveyed exclusively for the purposes of protecting the Property for the following purposes and uses: open space, scenic values, cultural significance, forest management, low-impact outdoor recreation, water quality, fish & wildlife habitat, and with NH's RSA Chapter 227-M, which states: "The intent of the Program is to conserve and preserve this state's most important natural, cultural and historical resources through the acquisition of lands and cultural and historical resources, or interests therein, of local, regional and statewide significance, in partnership with the state's municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state's economy, environment and overall quality of life."

The Executory Interest and contingent right of termination consists of the following conditions:

In accordance with New Hampshire RSA 227-M:14, notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of any resource asset acquired under the LCHIP grant to uses or purposes not consistent with the purposes of RSA chapter 227-M shall be permitted. The sale, transfer, conveyance, or release of any resource asset from public trust is prohibited, in accordance with New Hampshire RSA chapter 227-M, except as provided in RSA 227-M:13. The Grantee shall not give, grant, sell, convey, transfer, mortgage, pledge or otherwise encumber the Property, excepting the leasing of the two (2) existing lease lots without the prior written approval of the Authority. Notwithstanding the foregoing, the Grantee shall be allowed to continue to license or lease the two existing camp lots for seasonal recreational camps.

If the Grantee ceases to adhere to the restrictions and conditions in this deed within thirty (30) days after receipt of written notice of a material breach, delivered in hand or by certified mail, return receipt requested, from the State of New Hampshire, acting through the Executory Interest Holder, then the Executory Interest Holder shall have the right to enforce the restrictions and conditions of this deed by an action at law or in equity or by administrative proceedings as may be provided by law. In the event a material breach is established, all reasonable costs and attorney fees of such enforcement shall be paid by the Grantee.

Further, the Executory Interest Holder, on behalf of the State of New Hampshire, shall also have the right and power to terminate the interest of the Grantee in the Property in the event a material breach has not been cured after reasonable notice and opportunity to cure, except the LCHIP shall not have the right to terminate against interests held by the State of New Hampshire acting through any of its resources protecting departments. The Executory Interest Holder shall record a Notice in the Coos County Registry of Deeds declaring that it is exercising its power of termination and giving the Grantee a period of at least ninety (90) days from the date of the Grantee's receipt of the Notice to correct the material breach. If the material breach is not cured within the stated time period (or any extension agreed to in writing by the Executory Interest

Holder), then the termination shall become final. Upon termination, all legal and equitable fee simple title in the Property shall be vested automatically in the Executory Interest Holder, which shall assume and thereafter possess all interests, rights, responsibilities and duties of record previously granted to and incumbent upon the Grantee at that point.

The Executory Interest Holder shall have reasonable access to the Property and all of its parts for such inspection as the Executory Interest Holder find necessary to determine compliance with and enforce the terms hereof, to exercise the rights conveyed hereby, to carry out the duties assumed by the Executory Interest Holder, and to maintain boundaries if the Executory Interest Holder desires.

The interests held by the Executory Interest Holder are assignable or transferable to any party qualified by the State of New Hampshire to become the Executory Interest Holder's assignee or transferee, who shall have like power upon such assignment or transfer. In the event of any foreclosure or other exercise of rights under this right of termination by the Executory Interest Holder, its successors and assigns, the Property secured thereby shall continue to be subject to all of the restrictions and other terms and conditions set forth in this Deed.

Conditions and Restrictions:

PUBLIC ACCESS: The Grantee shall permit pedestrian access to, on, and across the property for hunting, fishing, and transitory passive recreational purposes, but not camping, by members of the public. The Grantee may post against or limit such access, with prior approval of LCHIP, if such activities become inconsistent with the purposes for protecting the property and/or when public safety would be at risk.

POSTING RE VEHICLES: Grantee may reserve the right to post against vehicles, motorized or otherwise.

POSTING DURING TIMBER OPERATIONS: Grantee may post against hunting on forest land during timber harvests or establishment of plantations.

NO STRUCTURES: Grantee shall not construct, maintain, erect, or install physical improvements to the Property, except structures that serve allowed conservation uses, nor shall Grantee disturb the surface or alter the topography of the Property except as itemized below:

- a. The development of public boat access areas on Greenough and Little Greenough Ponds as described in the Memorandum of Agreement between LCHIP and NH Fish and Game Department and dated _____;
- b. Maintenance and in-kind replacement of existing structures on two seasonal recreational camps on lease lots as documented in the Baseline Documentation Report prepared by the Trust for Public and dated November 28, 2012, on Greenough Pond, and shown on the survey by York Land Services LLC entitled Land of Plum Creek Maine Timberlands LLC Errol Tax Map R15, Lot 4, Wentworth's Location Tax Map 1614, Lot 3, Route 16, Coos County, New Hampshire, dated March 26, 2012;
- c. Maintenance of existing roads and construction of roads required to implement land management activities.

FEES: Grantee shall have the right to collect reasonable fees in support of the stewardship of the property or for leasing of existing seasonal recreational lease lots.

NO COMMERCE: No industrial or commercial activities except agriculture, forestry, or other reserved rights as specified herein and approved by LCHIP.

NO SUBDIVISION: The Property may not be subdivided and shall be conveyed only in its entirety, unless approved by LCHIP

LAND USE REGULATION: The Grantee shall not use the Property to meet open space requirements of any land use regulation process.

The conditions and restrictions above shall be enforceable in perpetuity by actions at law or by proceedings in equity by LCHIP or NHDES, or both

The Property was acquired, in part, with funding received by the State of New Hampshire Fish and Game Department from Brookfield Power Inc. and Granite Reliable Power LLC as part of the High Elevation Mitigation Settlement Agreement included in the Public Utilities Commission's Site Evaluation Committee's Decision and Order Granting Certificate of Site and Facility dated December 3, 2010. The purpose of these funds is to permanently protect habitat for American marten and other species of conservation concern in Coos County.

The portion of said Property located in Errol is conveyed SUBJECT TO

Riparian rights and rights of others in rivers, brooks and streams including, but not limited to, Umbagog Lake and Androscoggin River.

The terms and conditions of an appurtenant easement for the Right to use road reserved in deed from Russell and Diane Linkenbach to James River Corporation of Virginia dated March 14, 1989, recorded with said Registry at Book 747, Page 768.

The portion of said Property located in Wentworth is conveyed SUBJECT TO.

Riparian rights and rights of others in and to unnamed brooks and streams and Magalloway River.

Current use assessment by the State of New Hampshire recorded with said Registry at Book 617, Page 35.

Rights, if any, of the property owners abutting the Greenough Pond and Little Greenough Pond in and to the waters of said ponds and in and to the bed thereof; also boating and fishing rights of property owners abutting the said ponds or the stream of water leading thereto or therefrom.

Possible effects, if any, of crossing rights by and between James River Corporation and Mary W. Schley et al. dated December 8, 1980, as amended June 1, 1985.

The exceptions and reservations including the right to cross and re-cross over existing roadways for all purposes, contained in the deeds to the fractional interests dated January 5, 1987, recorded with said Registry at Book 702, Page 215 and Book 702 and 231.

The entire Property is conveyed SUBJECT TO

Flowage rights relative to Androscoggin River, adjacent brooks and streams conveyed by E.S. Coe et als to Benjamin E. Bates et als by deed recorded with said Registry at Book 49, Page 32.

Deed of easement, James River Corporation of Virginia to Trustees of Dartmouth College, dated February 15, 1989, recorded at Book 750, Page 811. This easement is the right to cross and re-cross land of the grantor with men and equipment for forest management and harvesting purposes using existing roads and refers specifically to the Greenough Pond Road.

Said Property shall be conveyed together with all of Seller's right, title and interest, if any, in any and all improvements, fixtures, timber, water and/or minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, water rights, grazing rights, access rights and mineral rights.

It is the intent of Grantor and Grantee that the Property conveyed herein may serve as the local or State contribution or match to conserve other forestlands and wildlife habitat in New Hampshire under the Federal "Forest Legacy Program" described in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990. If the Property is used as match then the parties agree that in the event the Property is ever sold for uses not compatible with the Forest Legacy Program that the proceeds from such subsequent sale or exchange shall be used in a manner consistent with the conservation purposes identified above.

Notwithstanding anything contained herein, the parties understand and agree that the Grantor has no right or obligation to monitor or enforce the terms and restrictive covenants contained in this deed.

THIS IS NOT HOMESTEAD PROPERTY.

ACCEPTED: STATE OF NEW HAMPSHIRE, FISH & GAME DEPARTMENT

The State of New Hampshire, acting through its Fish and Game Department on this day ____ of _____, 2012.

Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE,
COUNTY OF _____

Personally appeared before me on this _____ day of _____, 2012, Glenn Normandeau, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace
My Commission Expires:

Approved as to form, substance, and execution on this ____ day of _____, 2012.

Evan Mulholland
Assistant Attorney General

Approved by the Governor and Executive Council: _____, 2012, Item # _____

EXHIBIT A

**Parcel of Land - Errol Lot R-15-4-2 and Wentworth's Location Lot 1624-3-2,
New Hampshire**

Grantor: Plum Creek Maine Timberlands, L.L.C.

Grantee: NH Fish & Game Department

The following described parcel of land is located northerly of Route 26 and westerly of Route 16, on Greenough Pond Road in Errol and Wentworth's Location, New Hampshire.

Beginning at **Corner 1**, a point on the Errol-Wentworth's Location town line approximately one mile east of Old Greenough Pond Road, and being N88°32'55"E, 1710.39 feet distant from an iron pin marking the corner common to Lots 6 and 7, Range 14 of the Errol Town Lots.

Thence along other land or the grantor the following three courses:

1. N21°34'22"W for 1420.68 feet to **Corner 2**, an iron pin.
2. S77°11'15"W for 1141.69 feet to **Corner 3**, an iron pin.
3. N72°43'38"W for 2186.01 feet to **Corner 4**, an iron pin on the easterly sideline of Old Greenough Pond Road.

Thence along the easterly sideline of Old Greenough Pond Road, the following five courses:

1. N25°22'54"E, for 454.72 feet to a point.
2. Arc of a curve to the left for 211.29 feet to a point. Said curve has a radius of 483.00 feet and a long chord of N12°50'58"E, 209.61 feet.
3. Arc of a curve to the right for 298.85 feet to a point. Said curve has a radius of 327.00 feet and a long chord of N26°29'57"E, 288.56 feet.
4. Arc of a curve to the left for 364.02 feet to a point. Said curve has a radius of 483.00 feet and a long chord of N31°05'23"E, 355.47 feet.
5. Arc of a curve to the right for 527.61 feet to **Corner 5**, an iron pin. Said curve has a radius of 405.00 feet and a long chord of N46°49'09"E, 491.08 feet.

Thence along other land of Plum Creek Maine Timberlands, L.L.C., the following five courses:

1. N02°37'40"W for 1316.76 feet to **Corner 6**, an iron pin.
2. N20°27'32"E for 683.17 feet to **Corner 7**, an iron pin.
3. N50°11'10"E for 1537.82 feet to **Corner 8**, an iron pin.
4. N67°18'43"E for 3223.43 feet to **Corner 9**, an iron pin.
5. N88°40'07"E, crossing Old Greenough Pond Road for 1299.55 feet to **Corner 10**, an iron pin on the westerly sideline of Greenough Pond Road.

Thence along the westerly sideline of Greenough Pond Road and other land of Plum Creek Maine Timberlands, L.L.C., the following forty one courses:

1. S53°46'46"E for 324.00 feet to a point.
2. Arc of a curve to the left for 109.51 feet to a point. Said curve has a radius of 533.00 feet and a long chord of S59°39'55"E, 109.31 feet.
3. Arc of a curve to the right for 564.02 feet to a point. Said curve has a radius of 1097.00 feet and a long chord of S50°49'19"E, 557.82 feet.
4. Arc of a curve to the left for 289.25 feet to a point. Said curve has a radius of 303.00 feet and a long chord of S63°26'26"E, 278.39 feet.
5. Arc of a curve to the right for 146.50 feet to a point. Said curve has a radius of 352.00 feet and a long chord of S78°51'55"E, 145.44 feet.
6. Arc of a curve to the left for 224.15 feet to a point. Said curve has a radius of 948.00 feet and a long chord of S73°42'58"E, 223.63 feet.
7. Arc of a curve to the right for 161.89 feet to a point. Said curve has a radius of 187.00 feet and a long chord of S55°41'20"E, 156.88 feet.
8. Arc of a curve to the right for 303.74 feet to a point. Said curve has a radius of 1017.00 feet and a long chord of S22°19'56"E, 302.61 feet.
9. Arc of a curve to the left for 246.11 feet to a point. Said curve has a radius of 1755.75 feet and a long chord of S17°43'10"E, 245.91 feet.
10. Arc of a curve to the right for 219.77 feet to a point. Said curve has a radius of 545.00 feet and a long chord of S10°06'38"E, 218.28 feet.
11. S01°26'29"W for 438.33 feet to a point.
12. Arc of a curve to the left for 224.52 feet to a point. Said curve has a radius of 258.00 feet and a long chord of S23°29'19"E, 217.50 feet.
13. S48°25'07"E for 78.75 feet to a point.
14. Arc of a curve to the right for 109.50 feet to a point. Said curve has a radius of 167.00 feet and a long chord of S29°38'02"E, 107.55 feet.
15. Arc of a curve to the right for 246.23 feet to a point. Said curve has a radius of 947.42 feet and a long chord of S03°19'13"E, 245.54 feet.
16. S04°12'31"W for 252.10 feet to a point.
17. Arc of a curve to the left for 335.41 feet to a point. Said curve has a radius of 446.00 feet and a long chord of S17°20'08"E, 327.56 feet.
18. Arc of a curve to the right for 131.00 feet to a point. Said curve has a radius of 97.00 feet and a long chord of S00°11'22"E, 121.27 feet.
19. Arc of a curve to the right for 117.93 feet to a point. Said curve has a radius of 467.00 feet and a long chord of S45°44'09"W, 117.62 feet.
20. Arc of a curve to the left for 203.12 feet to a point. Said curve has a radius of 460.00 feet and a long chord of S40°19'12"W, 201.48 feet.
21. S27°40'12"W for 207.41 feet to a point.
22. Arc of a curve to the left for 207.05 feet to a point. Said curve has a radius of 263.00 feet and a long chord of S05°06'58"W, 201.75 feet.
23. Arc of a curve to the right for 59.86 feet to a point. Said curve has a radius of 153.00 feet and a long chord of S06°13'48"E, 59.48 feet.
24. Arc of a curve to the right for 136.75 feet to a point. Said curve has a radius of 717.00 feet and a long chord of S10°26'30"W, 136.54 feet.
25. Arc of a curve to the left for 263.18 feet to a point. Said curve has a radius of 651.00 feet and a long chord of S04°19'27"W, 261.39 feet.

26. Arc of a curve to the right for 457.78 feet to a point. Said curve has a radius of 2722.00 feet and a long chord of S02°26'23"E, 457.24 feet.
27. Arc of a curve to the left for 224.75 feet to a point. Said curve has a radius of 995.00 feet and a long chord of S04°05'34"E, 224.27 feet.
28. S10°33'49"E for 94.53 feet to a point.
29. Arc of a curve to the right for 45.29 feet to a point. Said curve has a radius of 467.00 feet and a long chord of S07°47'06"E, 45.28 feet.
30. S05°00'24"E for 182.86 feet to a point.
31. Arc of a curve to the left for 163.60 feet to a point. Said curve has a radius of 533.00 feet and a long chord of S13°47'59"E, 162.95 feet.
32. S22°35'33"E for 248.39 feet to a point.
33. Arc of a curve to the left for 96.76 feet to a point. Said curve has a radius of 233.00 feet and a long chord of S34°29'22"E, 96.07 feet.
34. Arc of a curve to the right for 293.26 feet to a point. Said curve has a radius of 18612.49 feet and a long chord of S45°56'05"E, 293.26 feet.
35. Arc of a curve to the left for 263.11 feet to a point. Said curve has a radius of 788.00 feet and a long chord of S55°02'56"E, 261.89 feet.
36. Arc of a curve to the right for 187.68 feet to a point. Said curve has a radius of 537.00 feet and a long chord of S54°36'08"E, 186.72 feet.
37. S44°35'24"E for 344.19 feet to a point.
38. Arc of a curve to the right for 46.36 feet to a point. Said curve has a radius of 70.00 feet and a long chord of S25°36'57"E, 45.52 feet.
39. Arc of a curve to the left for 94.07 feet to a point. Said curve has a radius of 136.00 feet and a long chord of S26°27'22"E, 92.20 feet.
40. S46°16'15"E for 128.82 feet to a point.
41. Arc of a curve to the left for 235.58 feet to **Corner 11**. Said curve has a radius of 273.82 feet and a long chord of S70°55'06"E, 228.38 feet.

Thence southerly along land of U.S. Fish & Wildlife and the easterly sideline of a right-of-way the following five courses:

1. S32°05'49"W for 76.14 feet to a point.
2. S07°31'16"W for 132.89 feet to a point.
3. S16°19'06"E for 175.35 feet to a point.
4. S05°42'03"E for 50.78 feet to a point.
5. S13°35'11"W for 37.04 feet to **Corner 12**, a point on the Errol-Wentworth's Location town line.

Thence along land of U.S. Fish & Wildlife the following five courses:

1. S89°11'02"W along the Errol-Wentworth's Location town line for 81.36 feet to **Corner 13**, an iron pin.
2. N88°00'44"W along the Errol-Wentworth's Location town line for 623.75 feet to **Corner 14**, an iron pin.
3. S34°56'29"W for 1742.95 feet to **Corner 15**, an iron pin.
4. S12°26'23"E for 374.04 feet to **Corner 16**, an iron pin.
5. S01°44'26"E for 552.40 feet to **Corner 17**, an iron pin.

Thence along other land of Plum Creek Maine Timberlands, L.L.C., the following four courses:

1. N44°26'44"W for 2490.49 feet to **Corner 18**, an iron pin.
2. N85°43'27"W for 1260.98 feet to **Corner 19**, an iron pin.
3. S78°23'10"W for 1120.25 feet to **Corner 20**, an iron pin.
4. N21°34'22"W for 610.32 feet to **Corner 1**, the point of beginning.

Meaning and intending to describe the aggregate of Errol Tax Lot R-15-4-2 and Wentworth's Location Tax Lot 1624-3-2, containing a total land area of 934.4 acres as shown on York Land Services, LLC plat No. 11-059A titled "Land of Plum Creek Maine Timberlands, L.L.C., Errol Tax Map R15, Lot 4, Wentworth's Location Tax Map 1624, lot 3, Route 16, Coos County, New Hampshire, prepared for The Trust for Public Land," dated March 26, 2012, recorded at Coos County Registry of Deeds as Plan No. , to which reference may be made for a more particular description.

Also conveying "rights to use rights-of-way over roads" including GREENOUGH POND ROAD, OLD GREENOUGH POND ROAD, GREENOUGH BROOK ROAD and WEST SHORE ROAD "and to use certain log landing areas" including Yard A, Yard B, Yard B1, Yard C, and Yard C1, subject to certain terms and conditions, over lands now or formerly of Grantor, as set forth in the Reciprocal Easement Agreement dated _____ and recorded in the Coos County Registry of Deeds of even or nearly even date hereto.

Also conveying easement rights including "R.O.W. #3A" and "Easement No. 2" subject to certain obligations and liabilities, as set forth in the Quitclaim, Partial Assignment and Assumption of Easement Rights dated _____ and recorded in the Coos County Registry of Deeds of even or nearly even date hereto.

FILED FOR RECORD AT THE REQUEST OF:
THE NEW HAMPSHIRE FISH & GAME DEPARTMENT
11 Hazen Drive, Concord, NH 03301-6500
Attn: _____
File No. _____

**QUITCLAIM, PARTIAL ASSIGNMENT
AND ASSUMPTION
OF EASEMENT RIGHTS**

This Quitclaim, Partial Assignment and Assumption of Easement Rights (this "Assignment"), is made this ____ day of December, 2012, by PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company, whose address is 999 Third Avenue, Suite 4300, Seattle, Washington 98104, herein referred to as "Assignor" and THE NEW HAMPSHIRE FISH & GAME DEPARTMENT, 11 Hazen Drive, Concord, NH 03301-6500 ("Fish & Game"), and the LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM AUTHORITY ("LCHIP"), a nonprofit corporation and public instrumentality of the State of New Hampshire with a mailing address of 13 West Street, Suite 3, Concord, Merrimack County, State of New Hampshire 03301, and the STATE OF NEW HAMPSHIRE, acting through the NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES (sometimes referred to as "NHDES") (collectively, hereinafter referred to as the "Executory Interest Holders," Fish & Game and the Executory Interest Holders may herein also be referred to as "Assignee. (Collectively, the Assignor and the Assignee may be referred to as the "Parties")

WITNESSETH

WHEREAS, Assignor and The Trust for Public Land d/b/a TPL-New Hampshire, a California nonprofit public benefit corporation, entered into a Reciprocal Easement Agreement dated December 13, 2010 and recorded December 15, 2010 under Book 1317, Page 0684, records of Coos County, New Hampshire (hereinafter referred to as the "Reciprocal Easement Agreement"); and

WHEREAS, Russell and Diane Linkenbach granted an easement and right-of-way to James River Corporation, predecessor in interest to Assignor, in that certain Deed of Easement and Right-of-Way dated March 14, 1989 and recorded May 22, 1989 in Book 747, Page 768, records of Coos County, New Hampshire (hereinafter referred to as the "Easement No. 2"); and

WHEREAS, by Quitclaim Deed of even or nearly even date hereto and recorded herewith (The "Quitclaim Deed") Assignor, as Grantor, has conveyed to Assignee, as Grantee, certain property being Lot 1624-3-2 and Lot R-15-4-2 located in Errol and Wentworth's Location, Coos County, New Hampshire and shown on that certain plan entitled "Land of Plum Creek Maine

Timberlands, L.L.C., Errol Tax Map R15, Lot 4, Wentworth's Location Tax Map 1624, Lot 3, Route 16, Coos County, New Hampshire, prepared for The Trust for Public Land," prepared by York Land Services, dated March 26, 2012 and filed with the Coos County Registry of Deeds as Plan No. _____ (the "Sale Property"); and in connection with that conveyance the Assignor has agreed to partially assign to Assignee some of its easements rights.

NOW, THEREFORE, the Parties hereto, in consideration of conveyance of the Sale Property by Assignor to Assignee, hereby agree as follows:

1. Assignor partially quitclaims, assigns, transfers, and sets over to Assignee its successors and assigns, without warranty, and to access the Sale Property and none other, Assignor's right, title and interest in, to and under an easement provided for in the Reciprocal Easement Agreement and more specifically across a road known as Greenough Pond Road, located across land now owned by the United States of America shown as "R.O.W. #3A" on a set of plans entitled, "Final Plan – Major Subdivision – Land of Plum Creek Maine Timberlands, L.L.C. (49 Mountain Avenue, P.O. Box 400, Fairfield, ME 04937) Tax Map 1624, Lot 3 – Route 16 Wentworth Location, Coos County, New Hampshire, Prepared for The Trust for Public Land (3 Shipman Place, Montpelier, VT 05602)" prepared by Civil Consultants, dated September 27, 2010, and filed with the Coos County Registry of Deeds as Plan No. 3455; provided, however, that Assignor retains its rights in and to the easement over Greenough Pond Road for the benefit of Assignor, its successors and assigns.
2. Assignor partially quitclaims, assigns, transfers, and sets over to Assignee, its successors and assigns without warranty, and to access the Sale Property and none other, Assignor's right, title and interest in, to and under the easement provided for in Easement No. 2 and more specifically across a road known as Old Greenough Pond Road located across portions of Errol and Wentworth's Location, Coos County, New Hampshire and shown on plan entitled "Land of Plum Creek Maine Timberlands, L.L.C., Errol Tax Map R15, Lot 4, Wentworth's Location Tax Map 1624, Lot 3, Route 16, Coos County, New Hampshire, prepared for The Trust for Public Land," prepared by York Land Services, dated March 26, 2012 and filed with the Coos County Registry of Deeds as Plan No. _____); provided, however, that Assignor retains its rights in and to the easement over Old Greenough Pond Road for the benefit of Assignor, its successors and assigns. The Reciprocal Easement Agreement and Easement No. 2 are hereinafter collectively referred to as the "Easement Assignments."
3. Assignee hereby accepts this Assignment and assumes and agrees to be bound by and perform all obligations and liabilities arising under the "Easement Assignments" after the date of this Assignment. Assignee hereby agrees that prior to exercising any of the rights conveyed hereunder Assignee shall obtain and during the term of such use, maintain liability insurance in accordance with the Right of Way Insurance Requirements attached as Exhibit A. Notwithstanding the foregoing, the parties acknowledge that if and for so long as the Assignee is the State of New Hampshire and so long as the State of New Hampshire is self-insured for road use liability insurance purposes, the State of New Hampshire's self-insurance shall be deemed to meet the requirements of this paragraph, However, the State of New Hampshire shall not include its servants, agents, licensees, contractors, subcontractors, permittees, lessees, successors and assigns, and such servants,

agents, licensees, contractors, subcontractors, permittees, lessees, successors and assigns shall obtain insurance and provide proof of the same in accordance with the requirements described in Exhibit A. The State of New Hampshire shall not be required to obtain insurance from a third-party insurance company before exercising the aforementioned rights so long as the State is self-insured for road use liability insurance purposes.

4. The Parties hereto further understand and agree that the Executory Interest Holders rights hereunder are subject to their exercise of their termination rights under the Quitclaim Deed, and that in the event that either LCHIP or NHDES exercises their executory interest rights they shall have the rights and obligations of Assignee hereunder.
5. This Assignment shall be interpreted and construed under the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have executed this Quitclaim, Partial Assignment and Assumption of Easement Rights the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGES]

ASSIGNEE:

STATE OF NEW HAMPSHIRE, FISH & GAME DEPARTMENT

The State of New Hampshire, acting through its Fish and Game Department on this ____ day ____ of _____, 2012.

Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

Personally appeared before me on this ____ day of _____, 2012, Glenn Normandeau who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace [seal]

My Commission Expires: _____

APPROVALS:

Approved by the Department of Justice as to form, substance, and execution on this ____ day of _____, 2012;

Evan Mulholland, Assistant Attorney General

Approved by the Governor and Executive Council:

Approval Date: _____ Item #: _____

EXECUTORY INTEREST HOLDER:

LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By: _____
Dorothy T. Taylor, Executive Director
Land and Community Heritage Investment
Program for the State of New Hampshire

WITNESS:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

THE STATE OF NEW HAMPSHIRE

_____ (COUNTY), SS.

On the ____ day of ____ 2012, before me personally appeared Dorothy Taylor, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Notary Public/Justice of the Peace
My commission expires:

EXECUTORY INTEREST HOLDER:

NH DEPARTMENT OF ENVIRONMENTAL SERVICES

By: _____
Thomas S. Burack, Commissioner

WITNESS:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

THE STATE OF NEW HAMPSHIRE

_____ (COUNTY), SS.

On the ____ day of _____ 2012, before me personally appeared Thomas S. Burack, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Notary Public/Justice of the Peace
My commission expires:

EXHIBIT A

Right of Way Easement Insurance Requirements

I. Minimum Insurance Policy Limits Required

A. Commercial General Liability – including “Products & Completed Operations” coverage and “Personal & Advertising Injury” coverage on an occurrence from with limits not less than:

- \$1,000,000 bodily injury and property damage (combined single limit) Each Occurrence
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate

B. Automobile Liability – Limits not less than \$1,000,000 bodily injury and property damage (combined single limit per occurrence). Coverage must be for either: (a) “Any Auto” or (b) “All Owned Autos” PLUS “Hired Autos” PLUS “Non-Owned Autos”.

C. Worker’ Compensation – As required by statute. Grantor requires Grantee and all assigns to provide workers’ compensation and employers liability coverage regardless of state-allowed exceptions or “opt out” provisions everywhere in the US. Policies must specifically INCLUDE coverage for Owners/ Partners/ Proprietors/ Executive Officers.

D. Employer’s Liability – Limits of not less than \$100,000 Each Accident, \$500,000 Disease-Policy Limit and \$100,000 Disease-Each-Employee.

Limits within any of the above categories can be obtained using any combination of primary and excess/umbrella policies totaling limits not less than limits required. Excess/Umbrella coverage must be shown on the same certificate or must list all policies on certificate showing the excess coverage.

II. Additional Insured Requirements

Additional Insureds with respect to commercial general liability, including the excess/umbrella policy, shall always include the owner of the Premises and any land manager for the Premises.

III. Certificate Details

The certificate must be addressed to Plum Creek Maine Timberlands at 999 Third Avenue, Suite 4300, Seattle, Washington 98104 or such other address specified by the recipient.

The certificate must show the coverages and limits not less than those required. The certificate must list the required Additional Insureds. The certificate must indicate the name

of each of the insurance companies writing coverage, the policy numbers, and effective and expiration dates of coverage. The certificate may give a description and location of the contract work to be performed.

The certificate should contain a cancellation clause that will provide the facility with at least 30 days prior notice of cancellation (however wording such as "30 days notice of cancellation except 10 days for non- payment of premium is acceptable).

The certificate must be signed (or stamped or have a name typed in) by an authorized representative of the insurer.

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (the "Agreement") is made as of this ____ day of December, 2012, by and between PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company with its principal office located at 999 Third Avenue, Suite 4300, Seattle, Washington, hereinafter collectively referred to as "Plum Creek," and THE NEW HAMPSHIRE FISH & GAME DEPARTMENT, 11 Hazen Drive, Concord, NH 03301-6500, hereinafter referred to as "Fish & Game" along with an Executory Interest and a contingent right of termination on the Property to the LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM AUTHORITY ("LCHIP"), a nonprofit corporation and public instrumentality of the State of New Hampshire with a mailing address of 13 West Street, Suite 3, Concord, Merrimack County, State of New Hampshire 03301, and an Executory Interest to the STATE OF NEW HAMPSHIRE, acting through the NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES (sometimes referred to as "NHDES") (collectively, hereinafter referred to as the "Executory Interest Holders," which, unless the context clearly indicates otherwise, includes LCHIP's and NHDES's successors and assigns). (Collectively, Fish & Game, LCHIP and NHDES may be referred to as the "State". Individually or collectively, Plum Creek, Fish & Game, LCHIP and NHDES may be referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, Plum Creek is the owner of certain property located in Wentworth's Location, Coos County, New Hampshire, shown as "Lot 1624-3 (the "Plum Creek Land")" on a set of plans entitled "Land of Plum Creek Maine Timberlands, L.L.C., Errol Tax Map R15, Lot 4, Wentworth's Location Tax Map 1624, Lot 3, Route 16, Coos County, New Hampshire, prepared for The Trust for Public Land," prepared by York Land Services, dated March 26, 2012 and filed with the Coos County Registry of Deeds (the "Registry") as Plan No.

_____ (the "Plan");

WHEREAS, Plum Creek has conveyed to the State certain property located in Errol and Wentworth's Location, Coos County, New Hampshire, shown as "Lot 1624-3-2" and "Lot R-15-4-2" on the Plan (collectively, the "Fish & Game Land");

WHEREAS, the Parties have agreed to convey to each other rights to use rights-of-way over roads on their respective properties and to use certain log landing areas all as more particularly set forth herein, on the terms and conditions set forth herein.

WHEREAS, the Parties agree that any of the rights conveyed hereunder to the Executory Interest Holders shall be enforceable if and only if the Executory Interest Holders have exercised their termination rights as set forth in the deed among the Parties.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Location of Access Easement.

The Plan shows those four certain access rights-of-way in Wentworth's Location, Coos County, New Hampshire, labeled as follows: GREENOUGH POND ROAD, OLD GREENOUGH POND ROAD, GREENOUGH BROOK ROAD and WEST SHORE ROAD (WE NEED TO ADD THESE LAST TWO NAMES TO THE PLAN) (the "Access Easement Areas").

2. Location of Log Landing Areas.

The Plan shows those five certain log landing areas shown as Yard A, Yard B, Yard B1, Yard C, and Yard C1 (the "Log Landing Areas").

3. Reciprocal Grant; Parties Right to use the Access Easement Areas.

(A) Easement Grant. Plum Creek hereby grants to the State and its successors and assigns, and the State hereby grants to Plum Creek, and its successors and assigns, a permanent, non-exclusive easement and right-of-way, sixty six (66) feet in width over and across the Access Easement Areas, each as such exists over the land of the granting Party; and a permanent, non-exclusive easement on, over and across the Log Landing Areas, each as such exists on the land of the granting Party, all pursuant to the terms and conditions hereinafter set forth.

(B) Purpose. The Access Easement Areas are to be used by the Parties hereto for the purpose of utilities, reconstructing, maintaining, repairing and using existing roads for all lawful purposes. The parties intend that the State and its successors and assigns, may, in its sole discretion, allow public recreational use of the Access Easement Areas to access Fish & Game Land as hereinafter described; provided, however, that nothing contained herein shall confer rights in the public to use any of the Access Easement Areas except as allowed in the State's discretion and as hereinafter specifically set forth. This Easement is intended to be appurtenant to lands owned by the Parties at the time of this grant and none other.

(C) Relocation. Either Party hereto may, at its own expense, relocate said road(s), subject to the condition that, except for distance and curvature, such relocated roadway provides the same type and quality of unpaved roadway as may be established and maintained at the time of such relocation.

(D) Road Crossing. Each granting Party, for itself, its successors and assigns, reserves unto itself the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said rights-of-way and to use the road on said rights-of-way on the property owned by it in a manner that will not unreasonably interfere with the other Party's right to use said rights of way. Each Party and its successors and assigns shall have the right to use the easement rights in accordance with this grant, provided that such use shall not unreasonably interfere with either Party's timber operations and off public highway hauling of timber. Each Party's use of the easement rights shall at all times be in compliance with applicable laws, regulations and ordinances.

(E) Maintenance. Each Party recognizes that the roads within the Access Easement Areas have been constructed and maintained for logging and other administrative purposes and each Party accepts these road easements in an AS IS condition and with all faults. Each Party's exercise of the rights granted hereunder shall not interfere with either Party's forestry or other operations. Each Party shall be entitled to maintain the Access Easement Areas, but neither Party has an obligation to maintain the roads for the benefit of the other or any public user of the roads. Each Party is responsible for performing such maintenance as relates solely to that Party's own use, if any, of the roads. Each Party must obtain the approval from the other, not to be unreasonably withheld or delayed, prior to conducting any maintenance, construction or reconstruction activities on Access Easement Areas on land owned by the other Party.

(F) Road Damage. Each Party using any portion of said roads shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to said road occur that is not caused by an authorized user of said road, the parties hereto shall meet to agree on the cost of repair or replacement, and the shares of repair or replacement cost to be borne by each user of said road.

(G) Construction and Improvement. Unless the Parties hereto agree in writing to share the cost of improvements, including maintenance, construction, and reconstruction, to said roads in advance of such improvements being made, said improvements shall be solely for the account of the improver. In addition, unless otherwise agreed between the Parties, any increased maintenance costs associated with road improvements shall be borne by the Party making the improvements. Nothing in this Section may be construed as relieving either Party of its responsibility, as set forth in Section 3(F) above, to perform such maintenance as relates solely to that Party's own use, if any, of the roads.

(H) Right-of-Way Timber. Each Party reserves to itself all timber now on or hereafter growing within said right-of-way upon its land. Each Party shall have the right to cut timber upon the other Party's premises to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the other Party and decked along the road for disposal by the owner of the underlying fee.

(I) Gates and Closures. It is the intent of the State to afford recreational vehicular access along the Access Easement Areas to provide access to Fish & Game Land, but each Party retains the right, at its discretion (at any time and from time to time), to temporarily post, gate and close such Access Easement Areas for any purpose associated with its timber and land management operations, including, but not limited to, public safety or environmental concerns; provided, however, that any such gates shall be erected in a mutually agreeable location. Each Party shall notify the other of the reason and anticipated duration of any such posting, gating or closing. Either Party shall have the right to limit public access for the purpose of limiting damage to the Access Easement Areas and adjacent property and resources, to protect public safety and in the interest of recreation management.

4. Parties Right to use the Log Landing Areas.

(A) Each Party shall have access to all Log Landing Areas identified in section 2 of this Agreement for all management purposes, including, but not limited to, the yarding, storage, processing, or transportation of trees, logs or forest products; temporary storage of vehicles, equipment and supplies related to management of the property; use and storage of temporary structures related to the management of the property; and the parking of vehicles to facilitate recreational access to the property; provided that:

- (i) The Party using the Log Landing Areas shall be responsible for the restoration of the site to a serviceable condition upon completion of the use.
- (ii) The Party using the log landing areas shall have the right to post the areas closed to public use during the periods of their use to facilitate public safety or due to environmental concerns.
- (iii) All activities occurring within the Log Landing Areas shall comply with all applicable laws and regulations.
- (iv) The Parties acknowledge and agree that the primary use of the Log Landing Areas shall be for timber and land management purposes, and use by the public for parking shall be secondary, and may be limited by either Party in its discretion.
- (v) Any utilization of the Log Landing Areas for temporary storage of vehicles, equipment, supplies, or temporary structures related to management of the property shall be limited to time periods during which active forestry operations are in progress in the vicinity of the Log Landing Area(s) being utilized.
- (vi) Neither Party shall use Log Landing Areas on the property of the other Party for the purpose of temporary or permanent housing without advance written permission.

5. Liability for Public Use.

Each Party claims all of the rights and immunities against liability for injury to the public to the fullest extent of the law under any applicable provision of law and equity.

6. Rights and Obligations.

The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Parties further acknowledge that the exercise of certain rights granted herein may be suspended or terminated by either Party under certain conditions as described in Sections 8 and 9, herein.

7. Notices.

Any notice, request, demand, statement or consent made hereunder must be in writing and will be deemed duly given if personally delivered, if sent by certified mail, return receipt

requested, certification and postage charges prepaid, or if sent by a nationally recognized commercial overnight delivery service with provision for a receipt, delivery charges prepaid. A notice will be deemed given when personally delivered, when postmarked (in the case of certified mail) or when placed in the possession of the overnight delivery service and addressed to either Party at their respective addresses set forth above. Either Party may designate a different address from time to time by notifying the other Party of the change of address.

8. Amendments.

This Agreement may be amended only by an instrument executed by the Parties and recorded in the Coos County Registry of Deeds.

9. Termination.

This Agreement and the easements created hereby shall run with the land described herein and shall terminate only by the written agreement of the Parties recorded in the Coos County Registry of Deeds.

10. Governing Law.

This Agreement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of New Hampshire.

11. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under the laws of the State of New Hampshire, but if any provision of this Agreement shall be deemed to be prohibited or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. Headings.

The headings in this instrument are for convenience only. The headings do not limit, expand or otherwise affect the provisions of this Agreement.

13. Effective Date.

This Agreement shall be effective when the Parties have executed it, and it has been recorded with the Coos County Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and sealed as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

STATE OF NEW HAMPSHIRE, FISH & GAME DEPARTMENT

The State of New Hampshire, acting through its Fish and Game Department on this _____ day ____ of _____, 2012.

Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

Personally appeared before me on this _____ day of _____, 2012, Glenn Normandeau who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace [seal]

My Commission Expires: _____

APPROVALS:

Approved by the Department of Justice as to form, substance, and execution on this _____ day of _____, 2012;

Evan Mulholland, Assistant Attorney General

Approved by the Governor and Executive Council:

Approval Date: _____ Item #: _____

EXECUTORY INTEREST HOLDER:

LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By: _____
Dorothy T. Taylor, Executive Director
Land and Community Heritage Investment
Program for the State of New Hampshire

WITNESS:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

THE STATE OF NEW HAMPSHIRE

_____(COUNTY), SS.

On the ___ day of ___ 2012, before me personally appeared Dorothy Taylor, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Notary Public/Justice of the Peace
My commission expires:

EXECUTORY INTEREST HOLDER:

NH DEPARTMENT OF ENVIRONMENTAL SERVICES

By: _____
Thomas S. Burack, Commissioner

WITNESS:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

THE STATE OF NEW HAMPSHIRE

_____(COUNTY), SS.

On the ____ day of _____ 2012, before me personally appeared Thomas S. Burack, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Notary Public/Justice of the Peace
My commission expires:

