

**Return to:  
Office of the Attorney General  
Civil Bureau  
33 Capitol Street  
Concord, New Hampshire 03301-6397**

## **GRANT OF CONSERVATION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **THE TRUST FOR PUBLIC LAND d/b/a TPL-NEW HAMPSHIRE**, a California public benefit corporation with a place of business at 54 Portsmouth Street, Concord, New Hampshire 03301 (the “Fee Owner” which word shall, unless the context clearly indicates otherwise, include the Fee Owner’s legal representatives, successors and assigns), hereby grants to

the **STATE OF NEW HAMPSHIRE**, acting by and through the Department of Resources and Economic Development with an address of 172 Pembroke Road, P.O. Box 1856, Concord, New Hampshire 03302-1856 (the “Easement Holder” which word shall, unless the context clearly indicates otherwise, include the Easement Holder's legal representatives, successors and assigns),

with quitclaim covenants, in perpetuity, the Conservation Easement (the “Easement”) hereinafter described with respect to that certain parcel of land (the “Property”), being primarily unimproved land and one hundred seasonal recreational camps, situated in the Towns of Pittsburg, Clarksville and Stewartstown, Coos County, State of New Hampshire, more particularly described in Exhibit A attached hereto and made a part hereof, subject to the matters set forth on Exhibit B attached hereto and made a part hereof. The underlying fee interest in the Property will be held and conveyed subject and subordinate to this Easement.

### **PREAMBLE**

The Property is located in the Northern Forest, a 26 million acre area stretching from Maine through New Hampshire and Vermont across northern New York almost to Lake Ontario that is the subject of the Congressionally funded report entitled “Finding Common Ground:—Conserving the Northern Forest” (September, 1994) prepared by the Northern Forest Lands Council and as such has strong regional and multi-state significance.

The Property consists of approximately 146,400 acres which, combined with three natural areas totaling 25,000 acres conveyed to the State and managed for biological diversity by the New Hampshire Fish and Game Department (the “Natural Areas”) and 100 acres conveyed to the State and managed by the Department of Resources and Economic Development to enlarge Deer Mountain Campground, forms a contiguous forest block in excess of 171,500 acres.

The Property constitutes the single most important land resource for the tourism and recreational economy of Pittsburg, Coos County, New Hampshire, a community that is dependent on tourism and outdoor recreation for more than half of its economic activity, and the Property is a significant resource for the tourism and recreational economy for the State and region.

The Property contains outstanding recreational values as a result of a long history of multiple use management including nationally significant cold water fisheries, approximately 150 miles of groomed snowmobile trails, and opportunities for other activities including hunting, hiking, snow-shoeing, and motorized recreation.

Seasonal, recreational camps are a long standing tradition on the Property and help define the unique culture and history of the Northern Forest region within which the Property is located.

The Property contains outstanding water resources including the headwaters of the Connecticut Lakes and Connecticut River, the upper Dead Diamond River watershed, which is the least developed watershed in the State, the Indian Stream corridor, which has extensive riparian wetlands along its length, more than 600 miles of streams, brooks, and tributaries, and numerous remote and largely undeveloped ponds.

The Property is located in the upper Connecticut River watershed and in the Connecticut Lakes subsection of the Northern Appalachian/Acadian ecological region, a region that extends from the western Adirondacks in New York to northern and eastern Maine and adjacent portions of the Canadian Maritime Provinces, the boundary of which is defined by the ecological region's unique climatic, geomorphological, and vegetative characteristics that include diverse wetlands such as bogs, fens, and beaver marshes, and more than 20 rare plant and animal species and rare and exemplary natural communities, including many that are limited to the Northern Appalachian/Acadian ecological region.

The Property contains broad valleys and low mountains, boreal plants and other plants, specifically northern white cedar, black ash, white spruce, and American cranberry, which are generally absent from other conserved areas in the State such as the White Mountain National Forest.

The Property contains more than fourteen different types of bedrock, the majority of which are low grade pelites, which are limited in New Hampshire as well as mafic bedrock, and also contains abundant silt loam soils that are fertile and highly productive and capable of supporting a diverse, ecologically rich and economically productive northern hardwood forest.

The Property contains critical wildlife habitat including lowland Spruce-Fir Forest important for deer wintering areas; early successional hardwood forest important to moose, black bear, American woodcock and ruffed grouse; high elevation Spruce-Fir Forest important for many species including the rare Bicknell's Thrush and the Black-Backed Woodpecker; and extensive riparian areas along streams, brooks and tributaries important for both aquatic and terrestrial species.

The Property is the largest privately-owned, forested property in the State of New Hampshire and has been managed by industrial foresters for at least 50 years and has produced significant volumes of timber, pulpwood and other forest products, providing substantial employment opportunities and contributing to the forest products economy, a major component of the region's economy, for more than 100 years.

A Steering Committee appointed by Governor Jeanne Shaheen and United States Senator Judd Gregg, and composed of legislators, representatives of conservation, tourism, forestry and other interests and local citizens has developed a vision for the Property that reads as follows: "We see the [Property's lands] continuing to provide the many economic, recreation and natural resource benefits they have provided New Hampshire citizens and visitors for generations. These lands will remain as a large block of largely undeveloped productive/working forest while continuing their substantial contribution to the

local and regional culture and economy. Public access for recreation will be assured as will the conservation of ecologically sensitive resources and places.”

2002 New Hampshire Laws Chapter 148 (“Laws Chp 148:”) has made certain funds available for the purchase of the Easement on the Property, and in the Legislative Finding set forth in Laws Chp 148:2, declared:

“that it is in the public interest to acquire fee ownership and conservation easement interests in these lands to ensure that they remain as a largely undeveloped, productive, working forest which also provides public access for recreation and conserves ecologically sensitive areas. The general court also finds that in addition to state capital and general fund appropriations, an effort of this scope requires the contribution of funds from many sources, including the federal government, a private timberland investor, and other private individuals, organizations, and charitable foundations.”

Funds have been made available for the purchase of the Easement from the United States of America through the Forest Legacy Program administered by the Department of Agriculture, United States Forest Service.

The purposes of the Forest Legacy Program, as stated in 16 USCA Section 2103c, are as follows:

“protecting environmentally important forest areas that are threatened by conversion to nonforest uses and, through the use of conservation easements and other mechanisms, for promoting forest land protection and other conservation opportunities. Such purposes shall also include the protection of important scenic, cultural, fish, wildlife, and recreational resources, riparian areas, and other ecological values.”

NOW, THEREFORE, the Easement on the Property consists of the following terms, covenants, restrictions and affirmative rights granted to the Easement Holder, which shall run with and burden the Property in perpetuity, and the Fee Owner and the Easement Holder mutually agree as follows:

*1. PURPOSES.*

*1.A.* The Easement is hereby granted pursuant to New Hampshire Revised Statutes Annotated 79-A (“RSA”), RSA 227-M, RSA 477:45-47, and 16 USC Section 2103c for the following forest land protection and multiple use conservation purposes (the “Purposes”):

*i.* To conserve open spaces, natural resources and scenic values, particularly the conservation of the 146,400 acres and the productive forest on the Property, for the enjoyment, education, and benefit of the general public; and

*ii.* To sustain traditional forest uses including Forest Management Activities (as defined in Section 2.B) and Permitted Recreational Activities (as defined in Section 5.A); and

*iii.* To conserve waterfront, streams, riparian areas and the quality of groundwater and surface water resources, and to conserve biological diversity, fish and wildlife habitats, rare plants and animals, rare and exemplary natural communities and cultural resources on the Property; and

*iv.* To conserve the unusual natural habitat type known as the "high elevation mountain spruce-fir forest" that supports rare animals and pockets of mature forest stands located above 2,700 feet in elevation; and

v. To guarantee the Easement Holder's right to permit public access on the Property which will allow the general public to hike, hunt, fish, and trap, snowmobile on Designated Snowmobile Trails (as defined in Section 5.A.v), drive motorized vehicles on Designated Roads (as defined in Section 5.D), and participate in other natural resource-based outdoor recreational activities, natural resource-based outdoor conservation activities, or natural resource-based outdoor conservation education on the Property; and

vi. To retain the Property as an economically viable and sustainable tract of land, conducive to ownership by a private timberland owner or timberland investor, for the production of timber, pulpwood, and other forest products.

*I.B.* These Purposes are consistent with the open space conservation goals and objectives as stated in the Forest Legacy Program as established in 16 USC Section 2103c, which was created "to protect environmentally important private forest lands threatened with conversion to non-forest uses;" with RSA 79-A, which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape and conserving the land, water, forest, agricultural and wildlife resources;" and with the Land and Community Heritage Investment Program established in RSA 227-M, which was created "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."

*I.C.* In Laws Chp 148, the Legislature made certain funds available for the purchase of this Easement. In the legislative findings set forth in Laws Chp 148:2, the Legislature found that "it is in the public interest to acquire fee ownership and conservation easement interests in these lands to ensure that they remain as a largely undeveloped, productive, working forest which also provides public access for recreation and conserves ecologically sensitive areas." The Legislature further found that this Easement must "[p]rovide for continued forest management and timber harvesting . . . , [g]uarantee public access for recreation including, but not limited to, hiking, hunting, fishing, trapping, snowmobiling, and other motorized recreation . . . , [and] [p]rovide for continued vehicular access to major portions of the property over the existing road network." The Fee Owner and the Easement Holder agree that the resolution of any conflicts that arise between the Purposes of this Easement shall acknowledge the Legislature's findings in the context of the Fee Owner's right to conduct Forest Management Activities, wildlife habitat management, and other permitted natural resource-based outdoor recreational activities, natural resource-based outdoor conservation activities, or natural resource-based outdoor conservation education on the Property.

*I.D.* The Fee Owner and the Easement Holder acknowledge and agree that conflicts may arise between the Purposes of this Easement set forth above, that the Purposes are not stated in order of priority or importance, and that the resolution of any conflicts that arise between the Purposes of this Easement shall acknowledge the Fee Owner's right to conduct Forest Management Activities (as defined in and set forth in Section 2) and the Easement Holder's Affirmative Rights (as defined in and set forth in Section 5).

2. USE LIMITATIONS. *(The limitations on uses of the Property set forth in this Section 2 are expressly subject to the Reserved Rights set forth in Section 3 and the Affirmative Rights set forth in Section 5.)*

2.A. Prohibited and Permitted Uses.

*i.* The Property shall be maintained in perpetuity as open space, as defined in RSA 79-A:2,

without any residential, industrial or commercial activities being conducted thereon, except Forest Management Activities (as defined in Section 2.B) and those rights specifically reserved or permitted under Sections 2, 3, and 5 of this Easement.

*ii.* The long-term capability of the Property to produce forest products shall not be degraded by on-site activities.

*iii.* No more than ten (10) percent of the Property may be in non-forest uses that are allowed in this Easement.

**2.B. Forest Management Activities.** The term “Forest Management Activities” as used in this Easement shall mean all forest management practices including the cultivation, harvesting, and removal of any and all forest products by any and all current and future harvesting and removal techniques. Forest Management Activities shall include, but not be limited to, the following activities performed by the Fee Owner or its employees, contractors and agents, and the Fee Owner’s management of the following activities and resources by the Fee Owner, its employees, contractors and agents:

- i.* Site preparation, including:
  - a.* All standard silvicultural activities associated with site preparation;
  - b.* Clearing for reforestation; and
  - c.* Disposing of harvesting debris and conducting post-harvest or site recovery activities.
  
- ii.* Regeneration, including:
  - a.* All standard silvicultural activities associated with forest stand regeneration including planting.
  
- iii.* Pre-commercial treatments, including:
  - a.* All standard pre-commercial silvicultural treatments necessary for growing forest products;
  - b.* Pruning, girdling, or trimming trees and other vegetation;
  - c.* Trimming, cutting, removing, burning, or otherwise disposing of any trees or vegetation which are diseased, rotten, damaged or fallen; and
  - d.* Conducting fire control and other forest protection activities to prevent or control losses or damage to forest crops or forest products.
  
- iv.* Harvesting, including:
  - a.* All standard commercial silvicultural treatments;
  - b.* Cutting, foraging, and harvesting of trees, forest products, and other vegetation for any purpose or application;
  - c.* Cutting and removing forest products, including but not limited to trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, bark, shrubs, other vegetation, biomass, collection of sugar maple sap;
  - d.* Harvesting forest products with domestic animals or mechanical equipment; and
  - e.* Salvaging forest crops or forest products.
  
- v.* Processing, including:
  - a.* Processing forest products with portable or temporary equipment designed for in-woods processing;
  - b.* Removing, loading, and transporting timber and other forest crops and products by any and all means of transportation, including, without limitation, motorized and mechanized

- vehicles and equipment on and over all portions of the Property in accordance with Section 2.D; and
- c. Collection and processing of all sugar maple products from sap collected on the property.
  - vi. Construction and Maintenance of Ancillary Structures, including:
    - a. Construction, use, and maintenance of skid trails, skid roads, skidder bridges, log yards (defined as a site used for the collection, storage and processing of logs from multiple harvest areas comprising an area of at least five acres and maintained for at least two years), landing and staging areas, roads (including, without limitation, main gravel haul roads, secondary haul roads, winter haul roads, bridges culverts, and all structures needed to construct such roadways), or other paths, roads, or trails used to provide pedestrian, domestic animal, equipment, and motorized vehicular access to and from and within the Property in order to carry out permitted Forest Management Activities on the Property; and
    - b. Trimming, cutting, removing, or otherwise disposing of any trees or vegetation as is necessary to construct or maintain fire lanes, footpaths, and any roads permitted under this Easement.
  - vii. Forest Management and Planning Activities, including:
    - a. Conducting timber cruising, forest crop selection, forest research, and other forest resource evaluation activities;
    - b. Marking timber and performing other activities to identify trees or areas for harvest; and
    - c. Identifying and marking boundaries.
  - viii. Other Forest Practices, including:
    - a. Applying in accordance with applicable statutes and regulations herbicides, pesticides, fungicides, rodenticides, insecticides, and fertilizers;
    - b. Prescribed burning;
    - c. Maintenance of existing fields and meadows; and
    - d. Maintaining and improving wildlife habitat.

2.C. Stewardship Goals for the Property. All activities by the Easement Holder and the Fee Owner on the Property shall be balanced to protect the existing multiple uses of the Property in a manner that is consistent with the Purposes of this Easement and achieving the Stewardship Goals set forth below (the “Stewardship Goals”). The Fee Owner’s activities shall achieve or progress towards achieving the Stewardship Goals listed in (i) through (xii) below, in a manner and on a timeframe agreed to in the Stewardship Plan (as defined in Section 2.E), and in a manner that supports the Stewardship Goal set forth in (xiii) below. The Easement Holder shall achieve or progress towards achieving the Stewardship Goal set forth in (xiii) below in a manner and on a time-frame agreed to in the Public Access and Recreational Management Plan and the Road Management Plan (as defined in Section 5), and in a manner that supports the Stewardship Goals set forth in (i) through (xii) below:

- i. Maintenance of a sustainable source of timber, pulpwood, and other commodity and non-commodity forest products;
- ii. Maintenance or improvement of the overall quality of forest resources through management that promotes the production of high quality forest resources such as sawlogs and veneer;
- iii. Regeneration of forest stands through silvicultural practices that promote forest types suited to site capability;

*iv.* Maintenance of forest health through monitoring and control of fire, disease, and insect outbreaks;

*v.* Long-term maintenance of soil productivity;

*vi.* Maintenance and protection of biological diversity and integrity through the promotion of a forest that reflects a diversity of stand ages and naturally occurring forest types in a majority of the forest, the conservation of rare and exemplary natural communities and the conservation and enhancement of native plant and animal species and their habitats, including establishment and retention of a range of sizes and types of downed woody debris, snag trees, cavity trees, occasional very large/old trees, and early successional habitats;

*vii.* Avoidance of the planting or intentional introduction of invasive plant and animal species;

*viii.* Maintenance of a forest composed predominantly of plant species native to the northeastern United States and prevention, to the extent reasonably possible, of the introduction of non native plant species;

*ix.* Protection or enhancement of water quality and non-forested wetlands and conservation of forested wetlands, riparian areas and aquatic habitats;

*x.* Protection of the special ecological and wildlife habitat values of areas located in those areas of the Property above 2,700 feet in elevation (hereinafter the “High Elevation Zones”), including closed canopy spruce-fir forests; fragile, shallow, and highly erodible soils; habitat for wildlife species of special conservation concern; and mature forest stands in such High Elevation Zones;

*xi.* Conservation of scenic qualities;

*xii.* Conservation of unique historic archeological and cultural features; and

*xiii.* Maintenance and enhancement of a range of non-motorized, natural resource-based, outdoor recreational opportunities for the public, as well as maintaining opportunities for snowmobiling on Designated Snowmobile Trails (as defined in Section 5.A), and motorized recreational uses by the public on Designated Roads (as defined in Section 5.D) as agreed to by the parties.

#### 2.D. Standards for Forest Management Activities.

*i.* Forest Management Activities shall be performed:

*a.* in a manner that progresses towards or achieves the Stewardship Goals;

*b.* in accordance with the approved Stewardship Plan (as defined in Section 2.E); and

*c.* in accordance with then-current, generally accepted best management practices for the sites, soils and terrain of the Property as described in “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire” (State of New Hampshire, Department of Resources and Economic Development, 1998) and successor documents (hereinafter referred to as “Erosion Control on Timber Harvesting”), a copy of which shall be included in the Baseline Documentation.

*ii.* In addition, acknowledging the large size of the Property, Forest Management Activities shall be guided by the publication “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (Division of Forests and Lands, Department of Resources and Economic Development, and Society for the Protection of New Hampshire Forests, 1997) and

successor documents (hereinafter referred to as “Good Forestry in the Granite State”), a copy of which shall be included in the Baseline Documentation.

*iii.* The Fee Owner shall have the right to practice all generally accepted forest management practices allowable under the law to the extent permitted under the terms of this Easement.

*2.E. Stewardship Plan.* The Fee Owner shall manage the Property in a manner that is consistent with this Easement and in accordance with the then-current written and approved forest and land management plan (“Stewardship Plan”) signed by a New Hampshire licensed, professional forester or, with advance approval of the Easement Holder, other qualified persons. The initial Stewardship Plan for the Property shall be developed by the Fee Owner and submitted to the Easement Holder for approval on or before two years after closing (the “Initial Stewardship Plan”).

*i.* The parties acknowledge that as of the date of this Easement and pending final approval of the Initial Stewardship Plan, the Fee Owner is carrying out Forest Management Activities and other permitted activities on the Property pursuant to an interim Stewardship Plan agreed to by the parties (the “Interim Stewardship Plan”). The acceptance and recording of this Easement shall be evidence that the Interim Stewardship Plan has been approved by the Easement Holder.

- ii.* The Initial Stewardship Plan and each Updated Stewardship Plan (as defined herein) shall:
- a.* Take into consideration the landscape scale of the Property;
  - b.* Employ GIS technology and/or such other land planning tools that are acceptable to the Fee Owner;
  - c.* Be in compliance with the requirements of the Forest Legacy Program administered by the State of New Hampshire at the time of the grant of this Easement; and
  - d.* Without requiring consistency between the plans, review and consider the existing management plan on the 25,000 acre Natural Areas if such plan is available at the time each Stewardship Plan is submitted.

*iii.* The Fee Owner shall submit a new or updated Stewardship Plan to the Easement Holder for its approval not less often than every ten (10) years after the approval date of the last Stewardship Plan (“Update” or “Updated Stewardship Plan”).

*iv.* On the date that an Updated Stewardship Plan is approved, it shall become the then-current Stewardship Plan.

*v.* Each Stewardship Plan or Updated Stewardship Plan shall address the manner and the timeframe in which the Fee Owner plans to achieve or progress towards achieving the Stewardship Goals listed in Section 2.C.i through xii and to the extent it implements any recreational or outdoor conservation education rights, the Stewardship Goal set forth in Section 2.C.xiii. The Easement Holder shall be responsible for addressing the Stewardship Goal set forth in Section 2.C.xiii regarding public access in its Public Access and Recreational Use Management Plan.

*vi.* In its discretion, the Fee Owner may also submit to the Easement Holder, for its approval, amendments to the Initial Stewardship Plan or any Updated Stewardship Plan (“Amendments”). Amendments shall:

- a.* Be subject to the review described in Section 2.E.x but need not address all elements of the Stewardship Plan described in Section 2.E.ix;
- b.* Be required only in the event the Fee Owner proposes Forest Management Activities or recreational uses not addressed in an approved Stewardship Plan;

- c. Be required in the event that the Fee Owner proposes to construct or install any new Fee Owner's Improvements under Section 3.F that are not portable or "temporary" (as described and defined in Section 3.F.i) and have not previously been described in an approved Stewardship Plan;
- d. Not be required in the event that the Fee Owner proposes to construct, install or undertake Fee Owner's Improvements that are necessary to accomplish routine Forest Management Activities generally described in an approved Stewardship Plan, including, without limitation, the creation of skid roads, skid trails, log landings, short spur roads to access landings, and winter roads provided such winter roads are generally described in the Stewardship Plan and more specifically described in the Annual Operation Plan, and the repair of existing trails, roads, culverts and bridges but shall be required in the event that the Fee Owner proposes to construct new all season roads or upgrade of existing roads to all season roads.
- e. Not be required for any change in timing or sequence of treatments within a ten-year cycle described in an approved Stewardship Plan.
- f. Be submitted, in the discretion of the Fee Owner, when proposing an alternative treatment to Compartments (as defined in Section 2.E.ix.a.2) that are substantially damaged by natural causes such as insect infestation, disease, fire, wind or ice.

vii. The Easement Holder agrees to provide data and information regarding the wildlife and rare, threatened or endangered animal species; rare and exemplary natural communities and rare, threatened or endangered plant species; archaeological, historic and cultural resources; and recreational features and facilities under control of the Easement Holder on the Property that it has available to it from time to time to be used in the preparation of the Stewardship Plan or Update.

viii. The Easement Holder agrees to provide, to the extent that it has available to it, the following maps and information to be used in the preparation of the Stewardship Plan:

- a. Maps depicting and describing known habitat features for wildlife, and rare, threatened, or endangered animal species, and supporting data and descriptions;
- b. Maps depicting and describing known rare and exemplary natural communities and rare, threatened, or endangered plant species, and supporting data and descriptions; and
- c. Maps depicting and describing outdoor recreational features including, but not limited to, roads, trails, sheds, pit toilets, parking lots, gatehouses, and Visitor Support Facilities (defined in Section 5.N), and water access areas that may be used by the public.

ix. The Stewardship Plans and Updates shall include at least the following elements listed below:

a. Property Maps:

- 1. Boundary map (acknowledging, however, that the Fee Owner shall not be required to obtain or provide a survey based upon metes and bounds descriptions of tracts or parcels as part of the Stewardship Plan);
- 2. Maps of the units into which the Property will be divided by the Fee Owner for management purposes ("Compartments");
- 3. The SMA Plan (as defined in Section 2.F);
- 4. Any revisions to the SMA Plan that have been provided by the Easement Holder in accordance with Section 2.F;
- 5. Maps depicting forest types including species composition, size class, and stand density;
- 6. Maps depicting surface water resources;
- 7. Maps depicting forest access roads, gates, log yards, and gravel pits;
- 8. Maps, based upon information provided by the New Hampshire Department of Fish & Game, describing known habitat features for wildlife, and rare, threatened, or

- endangered animal species, if such information is provided;
9. Maps, based upon information provided by the New Hampshire Natural Heritage Program, describing known rare and exemplary natural communities and rare, threatened, or endangered plant species, if such information is provided; and
  10. Maps of outdoor improvements including, but not limited to, roads, trails, primitive campsites, lean-to shelters and huts (as defined in Section 3.F), Licensed Sites, maintenance facilities, gatehouses, water access areas, and parking areas that the Fee Owner, its agents, contractors, or permittees maintain or operate on the Property pursuant to Section 3 of this Easement.
- b.* Descriptions of the Property including:
1. Descriptions of the forested areas, including forest types, past management history, estimated regional growth rates, general tree quality, insects and disease, future potential, access, and operability, which are based, in part, on the Fee Owner's inventories that shall remain confidential and proprietary to the Fee Owner;
  2. Descriptions of the Compartments;
  3. Descriptions, based upon information provided by the New Hampshire Department of Fish & Game, of known habitat features for wildlife, and rare, threatened, or endangered animal species, if such information is provided;
  4. Descriptions, based upon information provided by the New Hampshire Natural Heritage Program, of known rare and exemplary natural communities and rare, threatened, or endangered plant species, if such information is provided;
  5. Description of improvements including all roads, trails, primitive campsites, lean-to shelters and huts (as defined in Section 3.F), maintenance facilities, gatehouses, water access areas, and parking areas that the Fee Owner maintains or operates on the Property pursuant to Section 3;
  6. Description of geological attributes (topography, soils, aquifers, wetlands, ponds, and streams) as shown on 1:24000 USGS maps or other readily available public sources of information; and
  7. Description of aesthetic resources.
- c.* Description and Discussion of Other Considerations Affecting the Fee Owner's Management of the Property including:
1. Forest access road location, design and construction;
  2. Archeological, historic, and cultural resource considerations; and
  3. Adjacent existing conserved lands on the date of this Easement.
- d.* Description and Discussion of the Fee Owner's Goals and Objectives for Management of the Property including:
1. Forest management goals and objectives including forest structure and composition goals for the entire Property;
  2. Management objectives and silvicultural objectives for the Compartments;
  3. Management objectives and considerations for wildlife, and rare, threatened, or endangered animal species including, but not limited to, riparian areas, high elevation zones, low elevation spruce-fir forests, known deer wintering areas, early successional habitats and mast stands;
  4. Management objectives and considerations for the conservation of rare and exemplary natural communities, and rare, threatened, or endangered plant species;
  5. Management objectives and considerations for the Fee Owner's Recreational Improvements (as described in section 3.C); and
  6. Management goals for aesthetic resources including consideration of visual impact of

management activities on the Property from public highways and trails.

- e. Description and Discussion of the Fee Owner's Planned Activities on and Management of the Property including:
  1. Forest Management Activities for the time period covered under the Stewardship Plan, including the approximate acreage of each specific silvicultural treatment (using broad treatment categories: for example, thinning, shelterwood treatment, or overstory removal) that is to be applied to each forest type (described by three components: composition (hardwood, softwood, or mixed wood), size class (seedling and sapling, poles, or sawtimber), and density based on percentage of crown closure (100% to 81%, 80% to 61%, 60% to 31%, and 30% to 0%);
  2. The Fee Owner's exercise of those Reserved Rights under Section 3 that do not require the consent or approval of the Easement Holder but which impact the Property including, for example, outdoor conservation education programs and the Fee Owner's Improvements under Section 3.F that are not temporary; and
  3. The Fee Owner's exercise of those Reserved Rights under Section 3 that require the consent or approval of the Easement Holder, including, for example, water extraction under Section 3.K, and construction of Recreational Improvements under Section 3.C.

x. Approval of Stewardship Plan. The approval process for the Stewardship Plan, Update, and Amendment shall be as follows:

- a. The Easement Holder shall review and approve or disapprove each Stewardship Plan, Update, or Amendment submitted by the Fee Owner within ninety (90) days of the Easement Holder's receipt of the Stewardship Plan, Update, or Amendment.
- b. The receipt of each Stewardship Plan, Update, or Amendment shall be confirmed in writing by the Director of the Division of Forests and Lands.
- c. The 90 day review period may be extended upon the written agreement of both the Easement Holder and the Fee Owner. In acting to disapprove any Stewardship Plan, Update, or Amendment, or any provision thereof, the Easement Holder shall state in writing its reasons, referencing the specific provision or provisions of the Stewardship Plan, Update, or Amendment that it does not approve and how such provision or provisions are inconsistent with the Purposes or Stewardship Goals identified in Sections 1 and 2.C.
- d. If the Stewardship Plan is not approved, the Fee Owner shall respond in writing to the notice and comments provided by the Easement Holder under this Section 2.E.x within ninety (90) days with a proposed revision to the Stewardship Plan or within thirty (30) days with a written explanation of why the Stewardship Plan should be approved as originally proposed. The Fee Owner shall be entitled to meet with the reviewers of the Plan to discuss any reasons for the Stewardship Plan not being approved.
- e. When reviewing any Stewardship Plan, Update, or Amendment, the Easement Holder shall recognize that forest product markets have a great influence on the ability of the Fee Owner to practice Forest Management Activities and to meet timeframes set forth in the Stewardship Plan for progressing toward or achieving Stewardship Goals.
- f. For the purposes of this Section 2.E.x, review and approval of any Stewardship Plan, Update, or Amendment by the Easement Holder shall be undertaken by the Director of the Division of Forests and Lands, in consultation with the Director of the Division of Parks and Recreation and the Executive Director of the New Hampshire Fish and Game Department (or their assignees and/or successor agencies).
- g. The reviewers shall seek the advice of the New Hampshire Natural Heritage Bureau, the Department of Cultural Resources, and the Non-game and Endangered Wildlife Program, or successor programs, and may rely upon the advice and recommendations of other

wildlife experts, conservation biologists, foresters, recreation experts, cultural experts, or other experts as they may select to determine whether the Stewardship Plan, Update, or Amendment would be detrimental to the Purposes and Stewardship Goals identified in Sections 1 and 2.C.

- h.* The parties acknowledge that from time to time there may be timing and locational conflicts between Forest Management Activities proposed under a Stewardship Plan and recreational activities proposed under a Public Access and Recreational Management Plan (as defined in Section 5.B). It is expected and acceptable that recreational activities shall be controlled in certain areas for reasonable periods of time in order to allow the Fee Owner to carry out Forest Management Activities. A Stewardship Plan may not be disapproved because of reasonable limitations on recreational activities in order to accommodate harvesting schedules; however, the parties shall make reasonable efforts to cooperate with each other's schedules and priorities.
- i.* Provided that the Initial or Updated Stewardship Plan has been submitted and is under review in accordance with the approval process above, the Interim Stewardship Plan and any other Stewardship Plan or amended Stewardship Plan, as provided for in Section 2.E.ii, shall remain in effect until superceded by the Initial Stewardship Plan or an Updated Stewardship Plan.

*xi.* Annual Operation Plan. By May 1 of each year, the Fee Owner shall submit an operation plan (the "Fee Owner's Annual Operation Plan") describing the planned implementation of the Stewardship Plan for the upcoming year. The Fee Owner's Annual Operation Plan shall be prepared by a New Hampshire licensed, professional forester or other qualified person approved in advance by the Easement Holder who shall certify that the Fee Owner's Annual Operation Plan is consistent with the approved Stewardship Plan and the terms of this Easement.

*2.F.* Special Management Areas. Certain areas of the Property shall be designated "High Elevation Zones", "Riparian Areas", "Wetlands", "Wildlife Management Areas" (including deer wintering yards and mast stands), "Natural Heritage Areas", and "Cultural Heritage Areas" (collectively, the "Special Management Areas"). The locations of the Special Management Areas on the date of this Easement shall be identified in a plan included in the Baseline Documentation (the "SMA Plan").

*i.* Additional Special Management Acreage. After the grant of this Easement, the Easement Holder may designate, at its sole discretion, in addition to those locations identified in the Baseline Documentation, up to three thousand (3,000) additional acres (the "Additional Acres") to be included within the Special Management Areas identified on the SMA Plan, to protect cultural and natural resources not identified by the Easement Holder as of the date of this Easement. The location of the Additional Acres shall not unreasonably restrict the Fee Owner's access to any portion of the Property for Forest Management Activities. The Additional Acres shall be designated as follows:

- a.* Initial Designation. The Easement Holder may designate the Additional Acres within eighteen months of the date of the grant of this Easement (the "Initial Designation Period") without requiring the consent of the Fee Owner. Upon such designation, the Additional Acres shall be incorporated as an Amendment to the Initial Stewardship Plan. The Easement Holder shall designate the Additional Acres by providing the Fee Owner with a revision to the SMA Plan (which revision shall be included in the Baseline Documentation), at the Easement Holder's expense. Notwithstanding anything to the contrary herein, designation of the Additional Acres shall not permit the Easement Holder to close any existing roads, skid roads or trails or roads constructed by the Fee Owner after the date of this Easement, but prior to designation of the Additional Acres.
- b.* Interim Designation. If the Easement Holder has not designated all of the Additional Acres during the Initial Designation Period, the Easement Holder may designate

Additional Acres at any time before the ninth anniversary of the Initial Stewardship Plan (the “Interim Designation Period”) and such designation shall become effective and incorporated as an Amendment to the Initial Stewardship Plan if the Fee Owner consents.

- c. Final Designation. If the Easement Holder has not designated all of the Additional Acres during the Initial Designation or Interim Designation Periods, or if the Fee Owner has not consented to a designation during the Interim Designation Period, the Easement Holder may designate the Additional Acres on the ninth anniversary of the Initial Stewardship Plan to become effective and incorporated in the Fee Owner’s next Updated Stewardship Plan.

ii. Adjustments. Either the Fee Owner or the Easement Holder may propose to the other party adjustments to the location and/or boundaries of the Special Management Areas, provided, however, that such adjustments shall occur only with the mutual consent of the parties. After any adjustment, certain areas previously designated as Special Management Areas may, with the mutual consent of the parties, no longer be deemed Special Management Areas and other areas may, with the mutual consent of the parties, be deemed Special Management Areas. Any such adjustment or Additional Acreage shall be reflected in an amendment to the SMA Plan of the Special Management Areas included in the Baseline Documentation and shall be incorporated in the Stewardship Plan. No adjustment shall reduce the Special Management Areas total acreage below what it is on the date of this Easement.

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

- a. In accordance with the Stewardship Goals set forth in Section 2.C;
- b. In compliance with the recommendations of the publication “Good Forestry in the Granite State”, as they apply to the qualities to be protected within the Special Management Areas, as more particularly set forth in Sections 1 through 4, and 6.6 of such publication (entitled “Soil Productivity”; “Water Quality, Wetlands and Riparian Areas”; “Habitat”; “Unique and Fragile Areas”; and “Cultural Resources”), provided, however, that the Fee Owner may, with the consent of the Easement Holder, take such actions or pursue such treatments of the Special Management Areas that are not in accordance with such publication if such actions or treatments continue to protect the special qualities of these areas and such actions and treatments are consistent with the Purposes and the Stewardship Goals; and
- c. In accordance with “Erosion Control on Timber Harvesting.”

iv. Management of High Elevation Zones and Riparian Areas. The High Elevation Zones and Riparian Areas shall also be managed in compliance with the following additional provisions and restrictions:

- a. High Elevation Zones. For the purposes of this Easement, “High Elevation Zones” shall be defined as all areas on the Property above an elevation of two thousand seven hundred (2,700) feet and as shown in the Baseline Documentation. The Fee Owner may maintain existing roads in High Elevation Zones, but shall not construct new roads in High Elevation Zones, except (i) skid roads (with skid roads defined as an “access cut through the woods for skidding,” using the definition from the “Dictionary of Forestry” (Society of American Foresters, 1998)), or (ii) with the prior written consent of the Easement Holder, new roads, provided that such new roads are constructed in areas with slopes less than 25%, can be constructed in a manner that avoids erosion, and are reasonably necessary in the sole discretion of the Easement Holder to access harvestable areas within or outside of the High Elevation Zones.

Timber harvesting and associated Forest Management Activities in High Elevation Zones may occur only in those areas with slopes less than 25%. The Fee Owner shall consult

with the Easement Holder in creating the design, layout, and implementation of all timber harvesting operations in High Elevation Zones. Within those High Elevation Zones with slopes less than 25%, timber harvesting shall, at a minimum, comply with the terms and conditions of the agreement entitled “MOU for High Elevation Forest Management,” first enacted October 29, 1996, a copy of which is included in the Baseline Documentation, or its successor agreements or other terms and conditions as may be agreed upon by the Fee Owner and the Easement Holder. Management of Old Growth Forest in High Elevation Zones shall be in accordance with Section 4.8 of the publication “Good Forestry in the Granite State”.

- b. Riparian Areas. For the purposes of defining Riparian Areas and guiding Forest Management Activities in accordance with this Easement, the width and location of the Riparian Areas are as depicted on the SMA Plan. The Riparian Areas widths used to develop the SMA are designated below:

Waterbody Type	Riparian Area Width
1 <sup>st</sup> and 2 <sup>nd</sup> Order Streams	100 feet
3 <sup>rd</sup> Order Streams	330 feet
4 <sup>th</sup> Order Streams	660 feet
Ponds <10 acres	100 feet
Great Ponds >10 acres	300 feet
Non-Forested Wetlands <10 acres	100 feet
Non-Forested Wetlands >10 acres	300 feet

The width of Riparian Areas shall be measured upland from the normal high water mark of the water body or wetland edge. Notwithstanding the widths set forth in the chart above, the widths of and management guidelines for Riparian Areas may be modified as appropriate, as agreed to by the Easement Holder and Fee Owner, based upon the specific conditions of the site, including but not limited to, flooding zones, slopes, erodible soils, riparian vegetation communities, and roads. Log yards, landings, and staging areas may be constructed in Riparian Areas in compliance with “Good Forestry in the Granite State” and in compliance with the then current best management practices for the sites, soils and terrains of the Property as described in the “Best Management Practices”. No timber harvesting, except in connection with the construction and maintenance of roads, bridges and crossings within Riparian Areas, shall occur in the twenty-five foot wide area measured upland from the normal high water mark of the following Riparian Areas: 3<sup>rd</sup> Order Streams, 4<sup>th</sup> Order Streams, Great Ponds, and Non-Forested Wetlands greater than 10 acres in size (the “No-Cut Riparian Zones”). This section is not to be interpreted as restricting the ability of the Fee Owner to maintain and construct, and with the written consent of the Easement Holder to relocate, roads, bridges and crossings within such Riparian Areas and the No-Cut Riparian Zones as are otherwise permitted in this Easement and in accordance with the Stewardship Plan.

v. Natural Heritage Areas and Cultural Areas. The parties acknowledge that within the Special Management Areas there may be Natural Heritage Areas and Cultural Areas that are fragile and the parties may not wish to highlight their location through permanent boundary markers on the ground, but may wish to mark for reference and guidance in order to avoid damage resulting from the Fee Owner's Forest Management Activities. In order to avoid damage, before the Fee Owner enters the area, and within sixty days after submission of the Fee Owner's Annual Operations Plan (as defined in Section 2.F), the Easement Holder shall temporarily mark, on the ground to the extent not defined by obvious existing features, the boundaries of those Natural Heritage Areas and Cultural Areas that are in the proximity of planned harvesting operations of the Fee Owner. The Fee Owner shall not commence planned harvesting operations in close proximity to areas designated by the Easement Holder as Natural Heritage Areas or Cultural Areas prior to such areas being marked during such sixty day period.

vi. Management of Other Areas. Forest Management Activities in areas outside of the designated Special Management Areas shall be performed in accordance with Section 2.D.

2.G. Additional Forest Management Restrictions. The following restrictions shall apply to all Forest Management Activities:

i. Licensed Forester. All Forest Management Activities shall be supervised by an employee or agent of the Fee Owner who is a New Hampshire licensed, professional forester and/or, with the prior approval of the Easement Holder, other qualified persons, to ensure compliance with the terms and conditions of this Easement.

ii. Harvest Techniques. The Fee Owner and Easement Holder acknowledge that prior to the Easement being imposed, the Property was managed using predominately even-aged and in some areas uneven-aged management techniques. The Fee Owner and Easement Holder further acknowledge that the Fee Owner may continue to manage portions of the property as even-aged stands and that even-aged and uneven-aged forest management techniques are equally appropriate silvicultural practices for achieving the Stewardship Goals for the Property. No liquidation harvest practices (defined as the removal of trees with little or no regard to established silvicultural principles) shall be permitted.

2.H. Subdivision. The Property consists of numerous tracts that are described in the Property description attached as Exhibit A. The individual tracts shall not be subdivided; and the individual tracts, which comprise the Property, shall be conveyed together with the other tracts, except as provided in Section 3.H "Withdrawal of Forest Product Processing and/or Manufacturing Facility".

2.I. Structures. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, or mobile home, shall be constructed, placed, or introduced onto the Property, except as provided in Section 3 and in Section 5.

2.J. Excavation.

i. The mining, drilling, quarrying, excavation, or removal of rocks, minerals, natural gas, petroleum, gravel, sand, topsoil, or other similar materials shall not be allowed on the Property; nor shall the removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, or wetlands, be allowed unless such activities ("Excavation Activities"):

a. are common and necessary in conjunction with the Forest Management Activities, natural resource-based conservation, natural resource-based outdoor conservation education, wildlife habitat management, or the natural resource-based outdoor recreational uses of the Property;

- b. are used for the maintenance, construction, replacement, and repair of roads used by the Fee Owner or the Easement Holder to access the Property whether or not such roads are owned by the Fee Owner or the Easement Holder;
  - c. are for Forest Management Activities of the Fee Owner on other adjacent lands owned by the Fee Owner; or
  - d. are for the construction of recreational improvements permitted on the Property in accordance with Sections 3 and 5 and specifically including the improvements of and by Licensees for use at the Licensed Sites permitted on the Property in Section 3.J.
- ii. In addition, such Excavation Activities shall:
- a. not harm State or federally recognized rare, threatened, or endangered species, or cultural resources. The determination of harm shall be made by the Easement Holder based upon information from the New Hampshire Natural Heritage Inventory and/or the New Hampshire Fish and Game Department, Non-game Program, and the Department of Cultural Resources, or the State agencies then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species or resources;
  - b. not be detrimental to the Purposes and Stewardship Goals of this Easement as described in Sections 1 and 2.C; and
  - c. be in accordance with the Stewardship Plan required in Section 2.E, the Public Access and Recreational Use Management Plan required in Section 5.B, and the Road Management Agreement required in Section 5.F.
- iii. Prior to commencement of any such Excavation Activities, all necessary federal, state and local permits and approvals shall be secured.
- iv. Except as specifically allowed in this Easement, no rocks, minerals, gravel, sand, topsoil or other similar materials shall be removed from the Property.

2.K. Signage. No new outdoor advertising structures such as signs and billboards shall be displayed on the Property except as specifically permitted under Sections 3 and 5, as desirable or necessary in the accomplishment of the Forest Management Activities, natural resource-based conservation, wildlife habitat management, natural resource-based outdoor conservation education, Permitted Recreational Activities on the Property, or to advertise the land for sale, publicize the Forest Legacy Program, the Land and Community Heritage Investment Program, or to recognize the partnership that created this Easement. Any such sign shall not be detrimental to the Purposes of this Easement. No new sign, except with the mutual consent of the parties, shall exceed eight (8) square feet in size or be artificially illuminated. There shall be no posting of signs to prohibit public pedestrian access to and outdoor recreational use of the Property except as specifically allowed in Sections 3.F.iii.c, 3.G “Signage”, and 5.S “Signage”.

2.L. Hazardous Materials. There shall be no dumping, spreading, injection, burning, or burial of manmade materials or materials then known to be environmentally hazardous, or of bio-solids, except as specifically provided in connection with the exercise of the Fee Owner’s Forest Management Activities, the Fee Owner’s Reserved Rights under Section 3, and the Easement Holder’s Affirmative Rights under Section 5.

2.M. OHRV Use. Neither the Fee Owner nor the Easement Holder shall use or permit its employees, agents, licensees, contractors, lessees, permittees, or invitees to use “off highway recreational vehicles” not registered for highway use or “all terrain vehicles” as defined by NH RSA 215-A:1 (hereinafter referred to as “OHRVs”), except as specifically provided in Sections 3.E, 3.J.vi, 5.A.iv, and 5.Q.

2.N. Compliance with Law. All activities on the Property shall be performed in accordance with all applicable local, state, and federal laws and regulations.

3. RESERVED RIGHTS.

All acts and uses not prohibited in Section 2 are permissible provided that such acts and uses do not materially impair the Purposes, are consistent with the Stewardship Goals, where applicable are performed in accordance with the approved Stewardship Plan, and comply with all applicable laws and regulations. The Fee Owner retains and reserves all customary rights and privileges of ownership, including the right to conduct, and where specifically stated below, to permit its employees, agents, contractors, licensees, permittees, invitees, and other third parties to conduct, the following activities on the Property (“Reserved Rights”), provided that such acts and uses do not materially impair the Purposes, are consistent with the Stewardship Goals, where applicable are performed in accordance with the approved Stewardship Plan, and comply with all applicable laws and regulations:

3.A. Fee Owner’s Recreational Rights. The right to engage in and permit its employees and invitees to conduct non-commercial natural resource-based outdoor recreational activities, including, but not limited to, camping, hunting, fishing, trapping, hiking, nature study, bird watching, walking, snowshoeing, cross-country skiing, snowmobiling and horseback riding.

3.B. Outdoor Conservation Education. The right to conduct and to permit its employees, agents, contractors, permittees and invitees to conduct non-commercial, natural resource-based outdoor conservation education and programs on the Property, including those programs operated by non-profit organizations.

3.C. Construction of Recreational Improvements and Charging Fees for Commercial Recreational Activities. Without limiting the Permitted Recreational Activities (as defined in Section 5.A.i), and provided that the Fee Owner obtains the prior written approval of the Easement Holder, the right to:

i. construct, install, maintain, and replace, or permit the Fee Owner’s employees, agents, contractors, permittees, or licensees to construct, install, maintain and replace primitive campsites, three-sided lean-to shelters and huts (as defined in Section 3.F), roads, trails, parking areas, and similar recreational improvements (the “Fee Owner’s Recreational Improvements”) for camping, cross-country skiing, equestrian access, bicycling, and other recreational activities as may be approved in advance and in writing by the Easement Holder;

ii. use and permit third parties to use the Fee Owner’s Recreational Improvements; and

iii. charge and collect, or permit the Fee Owner’s employees, agents, contractors, permittees, or licensees to charge and collect, fees for the use of the Fee Owner’s Recreational Improvements.

iv. This right is an exception to Section 2.A “Prohibited and Permitted Uses,” Section 2.J “Excavation,” and Section 2.I “Structures.”

3.D. Fee Owner’s Right to Grant Access on and Across the Property to Others.

i. The right to grant easements to third parties for pedestrian and vehicular access by motorized vehicles, motorized equipment, and other motorized transportation, in common with others, on and over

existing or new roads and trails on the Property to and from adjacent or nearby lands that are owned by either the Fee Owner or others for the purpose of carrying out Forest Management Activities on such adjacent or nearby lands and, with the consent of the Easement Holder, ingress and egress to traditional recreational camps on adjacent or nearby lands. The Fee Owner may accept compensation for the grant of such easements. The Fee Owner shall contribute to the costs of maintaining the Designated Roads associated with such use as set forth in the Road Management Agreement described in Section 5.F and shall reimburse the Easement Holder for any damage resulting from such use as provided in such Road Management Agreement. The Fee Owner shall further indemnify and hold harmless the Easement Holder for any loss suffered by the Easement Holder as a result of any claim against the Easement Holder arising from the use of such easements by third parties, whose right to use the easements derives from the Easement Holder, provided, however, that the Easement Holder may not waive any sovereign immunity with respect to such claim. This right is an exception to Section 2.A “Prohibited and Permitted Uses”.

*ii.* The right to allow the Licensees of the Licensed Sites (as defined in Section 3.J) pedestrian and vehicular access (including by snowmobile) in common with others on and over the roads and trails on the Property to the Licensed Sites. Neither the Easement Holder nor the Fee Owner shall have any obligation under this Easement to the Licensees to maintain any roads or trails on the Property for the purpose of access and passage over the Property to the Licensed Sites, which access and passage shall be a Licensee’s own risk. If the parties agree that certain Designated Roads will be maintained, the Fee Owner shall contribute to the costs of maintaining the Designated Roads associated with the Licensees’ use as set forth in the Road Management Agreement.

### 3.E. Motorized Vehicle Use.

*i.* The right to use, and to permit the Fee Owner’s employees, agents, contractors, permittees, and invitees to use motorized vehicles, motorized equipment, and other motorized transportation including, but not limited to, OHRVs, on and across the Property in connection with Forest Management Activities and other management activities. The Fee Owner shall further indemnify and hold harmless the Easement Holder for any loss suffered by the Easement Holder as a result of any claim arising from such use by third parties whose right to such use derives from the Fee Owner; provided, however, that the Easement Holder may not waive any sovereign immunity with respect to such claim.

*ii.* The Fee Owner shall contribute to the costs of maintaining the Designated Roads and Designated Snowmobile Trails that are associated with the Fee Owner’s use in the manner described in the Road Management Agreement. In the event of damage to the Designated Roads (as differentiated from normal wear and tear), which is caused by the Fee Owner’s exercise of its Reserved Rights, including, without limitation, Forest Management Activities, but excluding any damage to the roads caused by Licensees of Licensed Sites or their invitees, the Fee Owner shall either (a) reimburse the Easement Holder for the expense of repairing such damage, or (b) take such independent actions as are necessary, at Fee Owner’s cost and expense, to repair such damage, so that the damaged portion of the Designated Road is repaired in accordance with the specifications included in the then current Road Management Agreement.

### 3.F. Structures, Improvements, Trails.

*i.* The right to develop, construct, maintain, install, replace, repair, relocate and remove, at any time and from time to time, the following improvements as are reasonably necessary for Forest Management Activities and other Reserved Rights: roads, unpaved paths and trails, unpaved parking areas, huts and lean-to shelters (each of which shall have a footprint of impervious surfaces that does not exceed 1,000 square feet and a height that does not exceed one and one-half stories (25 feet)), tent

platforms, dams, culverts, fences, bridges, gates, gatehouses, maple sugar houses and appurtenant facilities for the processing of sap produced on the property, temporary forest management and logging camps utilizing self-contained mobile facilities for temporary housing of persons involved in Forest Management Activities at the Property, temporary storage facilities and temporary sheds for storage of equipment and supplies used in Forest Management Activities at the Property, portable or temporary equipment and structures designed for in-woods processing of forest products including portable generators, portable septic facilities, and wells. "Temporary" for purposes of this Section shall mean that such structures shall be moved or removed within twenty-four months after installation. In addition, the Fee Owner may construct, maintain, install, replace, repair and relocate two permanent facilities, together with utility services associated with such facilities, for the purposes of Forest Management Activities and the administration of the Property each with a footprint of not more than 5,000 square feet and a height of not more than 40 feet. All siting and construction of such permanent facilities shall be performed in accordance with the same conditions as set forth in Section 3.H.ii – iii "Withdrawal of Forest Product Processing and/or Manufacturing Facility". Such structures, improvements and trails shall be referred to as the "Fee Owner's Improvements."

- ii. a.* The Fee Owner shall, in accordance with Section 2.E.ix.e.2, have described in the then current Stewardship Plan, or in an Amendment in accordance with Section 2.E.x, any new Fee Owner's Improvements that the Fee Owner expects to construct or install during the period of such Plan and that are not portable or "temporary" (as described or defined in Section 3.F.i).
- b.* The Fee Owner shall not be required to obtain prior written consent to undertake, or to describe in a detailed manner in a Stewardship Plan, any Fee Owner's Improvements that are necessary to accomplish routine Forest Management Activities when those Activities are generally described in an approved Stewardship Plan, including, without limitation, the creation of skid roads, skid trails, log landings, short spur roads to access landings, and winter roads provided such winter roads are generally described in the Stewardship Plan and more specifically described in the Operations Plan, and the repair of existing trails, roads, culverts and bridges, but not including the construction of new all season roads or upgrades of existing roads to all season roads (which shall be described in accordance with Section 3.F.ii.a), provided that such maintenance occurs in a manner consistent with the Road Management Agreement described in Section 5.F.
- iii.* The Fee Owner shall provide written notice to the Easement Holder thirty days prior to any construction of the Fee Owner's Improvements (including copies of plans of the facilities and maps depicting their general location). No notice shall be required for the following:
  - a.* routine maintenance, including, but not limited to road maintenance (provided that such maintenance occurs in a manner consistent with the Road Management Agreement);
  - b.* the development and maintenance of unpaved paths and trails for routine Forest Management Activities and generally described in an approved Stewardship Plan;
  - c.* other routine activities arising out of Forest Management Activities, including the creation of skid roads and skid trails as described in Section 3.F.ii.b.;
  - d.* the construction or installation of the Fee Owner's Improvements that are portable or temporary as described in Section 3.F.i provided that the approximate locations of such Improvements are described in the Fee Owner's Annual Operation Plan;
  - e.* items already included in the Fee Owner's Annual Operation Plan; and
  - f.* emergency actions required to protect public safety or natural resources, including closure of roads and trails and prohibition of access to portions of the Property, except that notice of such action shall be provided to the Easement Holder immediately and the affected

road, trail, or portion of the Property shall not remain closed for greater than 48 hours without the approval of the Easement Holder.

*iv.* The Fee Owner's Improvements, if newly installed or constructed, shall be sited and constructed to the extent possible taking into consideration the function and locational requirements of such improvements and in a manner that in the Easement Holder's reasonable judgment is consistent with the Purposes and Stewardship Goals of this Easement.

*v.* Trail construction and maintenance shall be carried out in accordance with the then-current, generally accepted best management practices for the sites, soils and terrain of the Property. For references see "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau, 1996) or similar successor publications.

*vi.* This Section is an exception to Section 2.I "Structures" of this Easement and must be performed in accordance with Section 2.J "Excavation."

*3.G. Signage.* The right to erect, maintain, and replace (subject to the limitations of Section 2.K "Signage") to identify the interest of the Easement Holder or the Fee Owner of the Property, and regulatory signs, including trail and road directions, such as the Easement Holder or Fee Owner of the Property may deem necessary or desirable. To protect human safety, the Fee Owner may post signs in the vicinity of the road construction or timber harvesting operations and prohibit public access in the immediate vicinity of active road construction or timber harvesting operations in accordance with Section 3.F.ii. Such prohibition shall end at the conclusion of those activities and the signs shall be removed.

*3.H. Withdrawal of Forest Product Processing and/or Manufacturing Facility.* The right to withdraw from the Property subject to this Easement one site (the "Site") on which the Fee Owner or its agents, successors or assigns may construct, develop, maintain, and replace forest product processing and/or manufacturing facilities for the purpose of utilizing forest products, including, and in particular, forest products harvested from the Property. An example of a forest product processing and/or manufacturing facility is a permanent wood processing mill, together with associated structures. Additionally, at the discretion of the Fee Owner, and with the agreement of the Easement Holder, the Fee Owner may also develop an area of the Property (the "Extraction Location") no greater than twenty-five (25) acres in size on which the use shall be limited to the extraction of sand, rock, and gravel for the purpose of development of the Site and development, construction, and maintenance of the associated structures and improvements permitted on the Site pursuant to this Section 3.H. Upon withdrawal of the Site, the Site shall no longer be encumbered by this Easement. The Extraction Location shall remain encumbered by the Easement. The Fee Owner shall exercise this right upon the following terms and conditions:

*i.* The Site shall be no larger than reasonably necessary to construct and operate the proposed forest product processing and/or manufacturing facilities taking into consideration the possibility of future growth, but under no circumstances shall the Site contain more than one hundred (100) acres of land. In the event that an Extraction Location is developed, the Site shall be no greater than one hundred (100) acres reduced by the area of the Extraction Location.

*ii.* The Fee Owner may install, construct, maintain and replace, and grant easements to third parties for the installation, construction, maintenance and replacement of utility lines and services on, under and across the Property for the purpose of providing power and communication for the Site and the improvements permitted thereon.

- iii. The Site and/or the Extraction Location shall be located to the extent practicable:
  - a. to protect and mitigate any impact on the Special Management Areas, as defined in Section 2.F “Special Management Areas”,
  - b. to mitigate impact on the Property relating to the installation of utility lines by using best efforts to locate the Site as close to US Route 3 as practicable,
  - c. to mitigate impact or limitation on public access to any area of the Property,
  - d. to protect scenic views of the Property from public roads,
  - e. to protect water availability and quality on the Property, and
  - f. to protect wildlife habitat on the Property.

iv. At least one hundred twenty (120) days prior to the Fee Owner’s proposed withdrawal of the Site from the restrictions of the Easement, the Fee Owner shall provide the Easement Holder with a plan showing the proposed location of the Site and/or the Extraction Location for Easement Holder’s approval, which approval shall not be unreasonably withheld.

- v. The Fee Owner and the Easement Holder shall execute and record a notice of withdrawal (the “Notice of Withdrawal”) of the Site from these restrictions. Such notice shall require that:
  - a. The Site be used only for forest products processing and manufacturing;
  - b. The Site shall not be further subdivided once withdrawn; and
  - c. The withdrawal of the Site shall not be effective without the recording of the Notice of Withdrawal with the Coos County Registry of Deeds. Recording shall be at the Fee Owner’s expense.

vi. This right is an exception to Section 2.A. “Prohibited and Permitted Uses,” Section 2.H “Subdivision,” Section 2.I “Structures,” and Section 2.J “Excavation.”

3.I. Archeological Activities. To conduct or permit third parties to conduct archeological investigation and archeological activities, including survey excavations and artifact retrieval, following submission of an archeological investigation plan to, and receipt of written approval from, the Easement Holder and the State Archeologist of the New Hampshire Division of Historical Resources, Department of Cultural Resources, or appropriate successor. This right is an exception to Section 2.J “Excavation.”

3.J. Licensed Sites.

i. The Fee Owner and Easement Holder acknowledge and agree that, on the date of the grant of this Easement, there are one hundred (100) sites (the “Licensed Sites”) that have historically been leased or licensed to third parties for recreational camp uses.

- ii. The Baseline Documentation shall include:
  - a. A plan showing the locations of the Licensed Sites;
  - b. Copies of the leases or licenses for the Licensed Sites that are leased or licensed to third parties (the “Licensees”) as of the date of the grant (the “Current Licenses”);
  - c. Copies of the leases or licenses for those Licensed Sites for which leases or licenses have lapsed as of the date of the grant (the “Lapsed Licenses”) (collectively, the “Current Licenses” and the “Lapsed Licenses” shall be referred to as the “Existing Licenses”); and
  - d. A description of the improvements located on the Licensed Sites, including the dimensions and height of such improvements.

iii. The Fee Owner shall have the right to continue to lease or license each of the Licensed Sites for use as a seasonal, recreational camp, subject to the terms and conditions stated below:

- a. The Licensed Sites shall continue to be leased or licensed in accordance with a license or

- lease agreement substantially in the form attached hereto as Exhibit C (the “License).
- b. The use of Licensed Sites shall remain seasonal. No Licensed Site may be used as a year-round residence or as a primary residence.
  - c. Licenses or leases may be terminated by the Fee Owner for violation or breach of License provisions or other good cause. However, the Fee Owner shall not extinguish any Licensed Site without permission of the Easement Holder.
  - d. The location and boundaries of a Licensed Site may be relocated, moved or adjusted within the Property, with written permission of the Easement Holder, provided the Easement Holder determines that such relocation is consistent with the Purposes of this Easement. No Licensed Site may be relocated into a Special Management Area or other fragile area.
  - e. A seasonal, recreational camp and appurtenant structures may be constructed, installed, maintained and replaced on each Licensed Site provided that the aggregate footprint of impervious surfaces, inclusive of decks and other structures, shall not exceed 1,000 square feet in area and one and one-half stories (not to exceed 25 feet in height). Appurtenant structures shall include wells, and subsurface wastewater disposal systems, sanitary waste and gray water disposal systems, provided the same are constructed, installed, maintained and replaced in accordance with the License.
  - f. If a Licensed Site contains structures with an aggregate footprint of more than 1,000 square feet of impervious surfaces or exceeds 25 feet in height on the date of this Easement (as documented in the Baseline Documentation), those structures may remain and be maintained, rebuilt or replaced as necessary, however there shall be no increase in impervious surface and height beyond the footprint and height on the date of this Easement.
  - g. All camps, buildings, structures and other facilities, and uses on Licensed Sites must comply with applicable local, State, and federal laws and regulations.
  - h. When camps, buildings, structures and other facilities on the Licensed Sites cease to be used, the Fee Owner may, subject to applicable law and obtaining any necessary permits for such activities, remove or burn and bury any improvements.
- iv. The Easement Holder’s right to allow pedestrian access by the public over the Property pursuant to Section 5.I “Access to the Property” shall not include the right to permit access by the public over the Licensed Sites.
- v. The Licensed Sites shall be one acre or less.
- vi. As provided in Section 3.D.ii, the Fee Owner shall have the right to permit the Licensees pedestrian and vehicular access, including by snowmobile, on and over the roads and trails on the Property for the purpose of obtaining access to the Licensed Sites.
- vii. The Fee Owners shall have the right to issue permits to Licensees to cut firewood on the Property for their personal use on the Licensed Sites.
- viii. The Fee Owner shall have the right to establish not more than ten (10) new leased or Licensed Sites on the property (the “Permitted Licensed Sites”). The locations of the Permitted Licensed Sites are subject to the approval of the Easement Holder, which approval shall not be unreasonably withheld. An additional fifteen (15) Licensed Sites may be established and leased and licensed by the Fee Owner subject to the approval of the Easement Holder in accordance with New Hampshire law (the “Approved Licensed Sites”).
- ix. At no time shall there be more than one hundred twenty-five (125) Licensed Sites.

x. All of the provisions of this Section 3.J shall also apply to Permitted Licensed Sites and Approved Licensed Sites.

xi. This right is an exception to Section 2.A “Prohibited and Permitted Uses,” and Section 2.I “Structures,” and Section 2.J “Excavation.”

3.K. Water Resources Extraction. The right to tap any naturally occurring water springs located on the Property for commercial or non-commercial purposes, to install pumps, and to construct structures to protect such springs, pumps, and mechanical equipment, provided that the size of such structures shall be limited to those necessary for the extraction of water, but not for processing, and provided that such removal of water does not permanently lower the water table on the Property or the level of rivers, streams, ponds, lakes, wetlands, and vernal pools on the Property, or affect the Purposes and Stewardship Goals of this Easement, and is addressed and approved by the Easement Holder in the Stewardship Plan. Such activities shall be conducted in accordance with all applicable local, State, and federal laws and regulations. This right is an exception to Section 2.A “Prohibited and Permitted Uses,” and Section 2.I “Structures,” and Section 2.J “Excavation.”

3.L. Use of Hazardous Substances. The right to use and store in appropriate containers hazardous substances generated or used in connection with Forest Management Activities (including, but not limited to, oil, gasoline, pesticides and other chemicals). Upon cessation of the use of such materials, the Fee Owner shall remove such material from the Property at reasonable intervals.

3.M. Notice. Except as specifically provided in this Easement, the Fee Owner shall notify the Easement Holder in writing at least thirty (30) days before any exercise of the Reserved Rights under the following sections: Section 3.F “Structures, Improvements, Trails”, Section 3.D “Fee Owner’s Right to Grant Access on and across the Property to Others”, Section 3.H “Withdrawal of Forest Products Processing and/or Manufacturing Facility”, and Section 3.K “Water Resources Extraction”.

#### 4. NOTIFICATION OF TRANSFER; TAXES.

4.A. The Fee Owner shall notify the Easement Holder in writing of the name and address of the new owner ten (10) days before the transfer of title to the Property.

4.B. All taxes and assessments are the sole responsibility of the Fee Owner.

#### 5. AFFIRMATIVE RIGHTS AND RESPONSIBILITIES OF THE EASEMENT HOLDER.

5.A. Public Access. The Easement Holder shall be deemed to have an exclusive right and easement to permit and manage pedestrian and vehicular access by the public on and across the Property for Permitted Recreational Activities, as defined below, including the right to limit such access when the Easement Holder deems necessary, all on the terms and conditions set forth in this Section 5:

- i. The term “Permitted Recreational Activities” as used in this Easement shall mean:
  - a. those non-commercial motorized and non-motorized outdoor recreational activities and uses of the Property by the public that are permitted from time to time pursuant to the Public Access and Recreational Use Management Plan described in Section 5.B, including, without limitation, hunting, fishing, trapping, picnicking, swimming, hiking,

cross-country skiing, snowmobiling, nature observation, snowshoeing, and enjoyment of open space;

- b.* all uses by the public of the recreational improvements that the Easement Holder may construct under Section 5.N (the “Easement Holder’s Recreational Improvements”), provided that such uses are permitted activities under Section 5.A.i.a;
- c.* subject to Section 5.A.ii, commercial or non-commercial guiding by third parties for hunting and fishing in accordance with State laws and regulations;
- d.* subject to Section 5.A.ii, commercial or non-commercial site-seeing tours by motorized vehicle over the Designated Roads (as defined in Section 5.F), provided that such tour operators shall be permitted to operate only at such times and in such places as are agreed to by the parties in the Public Access and Recreational Use Management Plan;
- e.* subject to Section 5.A.ii, commercial or non-commercial outdoor recreational and educational programs and activities offered to the public by third parties, provided that such programs and activities are permitted activities under Section 5.A.i.a and provided that such activities shall only be permitted by the Easement Holder: (i) if commercial, with the prior written consent of the Fee Owner; (ii) at such times and in such places as are agreed to by the parties in the Public Access and Recreational Use Management Plan; and (iii) after obtaining all applicable approvals in accordance with New Hampshire laws and regulations;
- f.* subject to Section 5.A.ii, commercial or non-commercial uses of the Easement Holder’s Recreational Improvements, provided that such uses are permitted activities under Section 5.A.i.a and provided further that such uses shall only be permitted by the Easement Holder: (i) if commercial, with the prior written consent of the Fee Owner, (ii) (ii) at such times and in such places as are agreed to by the parties in the Public Access and Recreational Use Management Plan; and (iii) after obtaining all applicable approvals in accordance with New Hampshire laws and regulations;
- g.* those uses permitted under Sections 3.A, 3.B, and 3.C; and
- h.* for purposes of this Section 5, “commercial” shall mean operated by a for-profit entity and “non-commercial” shall mean operated by a charitable or non-profit entity.

*ii.* If the Easement Holder: (a) issues a special use permit or similar permit that allows a third party to use the Property or any portion thereof for a Permitted Recreational Activity, (b) charges a third party a fee for such party’s use of the Property or any portion thereof for a Permitted Recreational Activity, or (c) leases or licenses the operation of a Visitor Support Facility to a third party, then the Easement Holder shall require such third party: (1) to agree in writing to indemnify, release and hold harmless the Easement Holder and the Fee Owner from and against any and all losses, costs, claims, expenses and liabilities (including the cost of defending the same or enforcing this indemnity, including reasonable attorneys’ fees) incurred or suffered by the Easement Holder and the Fee Owner on account of any injury to persons or damage to property arising out of such third party’s activities on and use of the Property, and (2), when required by the Easement Holder, to carry insurance covering such indemnification obligation in amounts that satisfy the Easement Holder’s statutory liability limitations then in effect.

*iii.* This Easement shall not be interpreted to prevent or prohibit the Fee Owner from permitting its employees, agents, permittees, invitees or Licensees (as defined under Section 3.J “Licensed Sites”) access on and across the Property, including for the purpose of engaging in any Permitted Recreational Activities of the Property as defined in this Section.

- iv.* The Easement Holder shall have the right to permit the public to use and to operate:
  - a.* motor vehicles registered for highway use on the Designated Roads (as defined in Section 5.D), provided that such roads are maintained and repaired by the Easement Holder in

accordance with specifications set forth in the Road Management Agreement described in Section 5.F; and

- b. all Terrain Vehicles (as defined in RSA 215-A:1, I-b, and its subsequent amendments) and mechanized vehicles, including bicycles, on the Designated Roads, provided that (1) such use and the locations of such use are permitted under the Public Access and Recreational Use Management Plan and (2) any repairs necessary as a result of, or damage caused by, such use are made in accordance with the specifications set forth in the Road Management Agreement.

v. Subject to Section 5.O, the Easement Holder shall have the right to permit the public to use and operate snowmobiles on certain designated snowmobile trails on the Property shown on the plan included in the Baseline Documentation and entitled the “Designated Snowmobile Trails”. This plan may be amended from time to time to include additional snowmobile trails or the relocation of snowmobile trails upon mutual written agreement of the Fee Owner and Easement Holder. In no circumstances shall the groomed snowmobile trails exceed two hundred fifty (250) miles.

vi. The Easement Holder shall manage any and all access by the public permitted under this Section 5 in accordance with both the then-current Public Access and Recreational Use Management Plan described in Section 5.B and the then-current Road Management Agreement described in Section 5.F and in a manner that is consistent with the Stewardship Plan.

5.B. Public Access and Recreational Use Management Plan. A Public Access and Recreational Use Management Plan (the “Recreation Plan”) shall be developed by the Easement Holder, in consultation with the State agencies who have regulatory or programmatic responsibilities for administration or monitoring of the Easement, and submitted to the Fee Owner for approval within two years after the grant of this Easement (the “Initial Recreation Plan”). The parties acknowledge that pending final approval of the Initial Recreation Plan, the Easement Holder shall manage the public’s use of the Property in accordance with an interim Public Access and Recreation Management Plan (the “Interim Recreation Plan”). The acceptance and recording of this Easement shall be evidence that the Interim Recreation Plan has been approved by the Fee Owner.

i. The Initial Recreation Plan and each subsequent Recreation Plan shall, with a level of detail consistent with the information provided in the Stewardship Plan:

- a. be consistent with the Purposes, Stewardship Goals, Stewardship Plan, and the Road Management Agreement;
- b. address the manner and the time-frame in which the Easement Holder plans to achieve or progress towards achieving the Stewardship Goal set forth in Section 2.C.xiii; and
- c. include, at minimum, the following elements:
  - 1. The goals and objectives for access by the public and the management of such access;
  - 2. Those recreational uses that will be permitted on the Property;
  - 3. The policies that will govern access by the public and the Permitted Recreational Activities;
  - 4. A narrative description of existing and planned Recreational Improvements, including Visitor Support Facilities and other structures and a description of the use of existing Recreational Improvements during the term of the prior Recreation Plan and any management concerns;
  - 5. A map showing the locations of the Fee Owner’s Recreational Improvements, both existing and proposed during the term of the Recreation Plan, which information shall be provided by the Fee Owner, and the Easement Holder’s Recreational Improvements,

- both existing and proposed during the term of the Recreation Plan, including, but not limited to, roads, trails and other improvements;
6. A narrative description of and designation through maps of the locations of outdoor recreational features including, but not limited to, roads, trails and other improvements and a description of the use of such recreational features during the term of the prior Recreation Plan and any management concerns;
  7. Examples of conflicts, if any, between recreational activities and other uses of the Property permitted under this Easement, the responses to such conflicts and the process or proposed process for resolving them;
  8. A description of proposed new or additional uses of the Property by the public, proposed responses to such proposed uses, and a process for determining whether such uses are acceptable to the Easement Holder and the Fee Owner;
  9. A description of the methods of collecting, storing, and removing rubbish, garbage, debris and waste materials left by the public use of the Property and a summary of the results of such management during the prior Recreation Plan; and
  10. A monitoring plan of public use on the Property and, specifically in Special Management Areas and in areas that are ecologically fragile or that contain rare and exemplary natural communities, populations of rare species, or natural heritage or cultural features, to ensure that these areas are not degraded or the Purposes of this Easement diminished. A summary of the results of the monitoring during the prior Recreation Plan shall also be included.

*ii.* The Easement Holder, in consultation with the State agencies that have regulatory and programmatic responsibilities for administration or monitoring of the Easement, shall submit a new or updated Recreation Plan to the Fee Owner for its approval not more than every five (5) years after the approval date of the last Recreation Plan (an “Updated Recreation Plan”). An existing plan shall remain in effect until an Updated Recreation Plan is approved. On the date that an Updated Recreation Plan is approved, it shall become the then-current Recreation Plan.

*iii.* The Easement Holder, in consultation with the State agencies that have regulatory and programmatic responsibilities for administration or monitoring of the Easement, may submit to the Fee Owner, for its approval, amendments to the Initial Recreation Plan or any succeeding Recreation Plan (“Amendments”). Amendments shall be:

- a.* Subject to the approval process for the Recreation Plan but need not include all of the Recreation Plan elements described in Section 5.B.i.
- b.* Required if the Easement Holder proposes a new type of recreational activity (or if a recreational activity is limited in location in a prior plan, an expansion of the areas in which such activity is permitted), or a new Recreational Improvement that has not been approved as part of an approved Recreation Plan.

**5.C. Review and Approval Process for Public Access and Recreational Use Management Plan.**  
The review and approval process for each Recreation Plan, Updated Recreation Plan (“Update”), and any Amendments shall be as follows:

*i.* The Fee Owner shall review and approve or disapprove each Recreation Plan, Update, or Amendment submitted by the Easement Holder within ninety (90) days after the Fee Owner’s receipt of such Recreation Plan, Update or Amendment.

*ii.* The 90 day review period may be extended upon the written agreement of both the Easement Holder and the Fee Owner. In acting to comment unfavorably on any Recreation Plan, Update or Amendment, or any provision thereof, the Fee Owner shall state in writing its reasons, referencing the

specific provision or provisions of the Recreation Plan, Update or Amendment that it does not approve and how such provision or provisions are inconsistent with the Purposes and Stewardship Goals of this Easement or with the Fee Owner's Stewardship Plan.

*iii.* The Fee Owner shall provide its review and approval or disapproval in writing to the Easement Holder.

*iv.* If the Recreation Plan is not approved, the Easement Holder shall respond in writing to the notice and comments provided by the Fee Owner under this Section 5.C within ninety (90) days with a proposed revision to the Recreation Plan or within thirty (30) days with a written explanation of why the Recreation Plan should be approved as originally proposed. The Easement Holder shall be entitled to meet with the Fee Owner to discuss any reasons for the Recreation Plan not being approved.

*v.* The Interim Recreation Plan and any other subsequent approved Recreation Plan shall remain in effect until superseded by the next approved Recreation Plan.

**5.D. Maintenance and Management of Designated Roads.** The parties agree that the term "Designated Roads" as used in this Easement shall mean those roads shown and marked "Designated Roads" on Exhibit D attached hereto and incorporated herein.<sup>1</sup> The parties agree that the Easement Holder shall have the responsibility of maintaining the Designated Roads as provided in this Section 5.D and Section 5.F "Road Management Agreement" and the Fee Owner shall have the responsibility to contribute to the maintenance of the Designated Roads as provided in Section 3.D "Fee Owner's Right to Grant Access On and Across the Property to Others", Section 3.E "Motorized Use" and Section 5.F "Road Management Agreement". The parties acknowledge, however, that the Easement Holder does not intend and shall not be required to maintain all of the Designated Roads or to open all of the Designated Roads to public use. Instead, the parties agree that the Easement Holder shall:

*i.* Develop, with the Fee Owner, a Five Year Road Management Plan in accordance with Section 5.E.

*ii.* Maintain those Designated Roads: (a) that the Easement Holder permits the public to travel on and over by motorized vehicle during the term of the then current Road Management Agreement (as defined in Section 5.F) and (b) that the Fee Owner has proposed to use for Forest Management Activities or has requested that the Easement Holder maintain in connection with other Reserved Rights of the Fee Owner during the term of the then current Road Management Agreement and the Fee Owner's then current approved Stewardship Plan or annual Operations Plan. The Easement Holder may, but need not, open the roads used for Forest Management Activities to motorized use by the public.

*iii.* Maintain the Designated Roads described in Section 5.D.ii in accordance with specifications set forth and agreed to in the then-current Road Management Agreement.

*iv.* If use of the Designated Roads by motorized or mechanized vehicles other than motor vehicles registered for highway use (for example, use by bicycles, snowmobiles or OHRVs) is permitted

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<sup>1</sup> The parties acknowledge that by a certain deed of even date entitled "Deed of Designated Roads and Reservation of Appurtenant Easement" (the "Deed and Reservation") from the Trust for Public Land to the State of New Hampshire to be recorded after this Conservation Easement, the State owns or will own fee title to the Designated Roads, subject to the terms of this Conservation Easement and the reservations set forth in such Deed of Roads. The parties acknowledge that the intent of the Deed of Reservation is to transfer title to the roads, but to maintain and incorporate certain rights and obligations of the parties with respect to maintenance of the roads that are set forth in this Easement.

in accordance with Section 5.A.iv, the Easement Holder shall be required to repair the Designated Roads to the extent that such use (including plowing and grooming of Designated Roads for use as snowmobile trails) damages the roads, beyond normal wear and tear, and causes the roads not to meet the specifications set forth in the Road Management Agreement.

*5E. Five Year Road Management Plan.* The parties acknowledge that a long term plan that expresses the Easement Holder's intentions for management and maintenance of the Designated Roads, without binding the Easement Holder or the Fee Owner to the expenditures or uses contemplated by such plan, will be beneficial for both parties. To that end, a Five Year Road Management Plan (a "Five Year Road Plan") shall be developed at five year intervals by the Easement Holder for the review and approval of the parties. The Initial Five Year Road Plan shall be developed along with the Initial Road Management Agreement described in Section 5.F within two years after the grant of this Easement (the "Initial Five Year Road Plan"). The parties acknowledge that pending final approval of the Initial Five Year Road Plan, the Easement Holder shall manage the Designated Roads in accordance with the Interim Road Management Agreement.

- i.* The Initial Five Year Road Plan and any subsequent Five Year Road Plan shall:
  - a.* be consistent with the Stewardship Plan and the Recreation Plan; and
  - b.* include, at a minimum, the following elements:
    - 1.* A map designating those Designated Roads that the Easement Holder and the Fee Owner would like maintained during the term of the Five Year Road Plan (acknowledging, however, that the Plan is solely for planning and budgeting purposes and neither party intends to be bound by the Plan). The maps shall show:
      - A.* those roads that the Easement Holder intends to open to the public for travel by motor vehicles registered for highway use,
      - B.* those roads that the Easement Holder intends to open for use as groomed Designated Snowmobile Trails;
      - C.* those roads that the Easement Holder wishes to open for other motorized and mechanized use in accordance with the Recreation Plan;
      - D.* those roads that the Fee Owner would like maintained for Forest Management Activities and other Reserved Rights of the Fee Owner based upon the Fee Owner's estimates about where it will be carrying out such activities during the term of the Stewardship Plan and which of those roads the Easement Holder may open to the public for motorized use; and
      - E.* other roads that do not fall within subsections A through D that the Easement Holder or the Fee Owner would like maintained, repaired, or have capital improvements made to during the term of the Five Year Road Plan.
    - 2.* Specifications setting forth the various minimum standards to which the Designated Roads described in Section 5.E.i.b.1 will be maintained during the Five Year Road Plan.
    - 3.* A capital improvement budget for the term of the Five Year Road Plan.
    - 4.* A description of the road maintenance, replacement and/or improvements planned during the term of the Plan (including the replacement, repair and improvement of bridges, culverts and roadway structures) and the intended location and timing thereof, distinguishing where possible, between annual maintenance and repair and capital improvements.
    - 5.* Provisions for gating and road and trail closure, including due to planned maintenance.
    - 6.* A description of the extent to which the Easement Holder plans to use gravel, sand, topsoil and other similar materials in accordance with Section 5.M "Gravel Rights" and the locations from which Easement Holder proposes to remove such materials.

*ii.* The Easement Holder shall prepare a new or updated Five Year Road Management Plan every five years (an “Updated Five Year Road Management Plan”). The existing Five Year Road Management Plan shall remain effective until the Updated Road Management Plan is approved. On the date that an Updated Five Year Road Management Plan is approved, it shall become the then-current Five Year Road Management Plan. The parties may amend the current Five Year Road Management Plan at any time upon mutual agreement of the parties.

*5.F. Road Management Agreement.* A Road Management Agreement (the “Initial Road Agreement”) shall be prepared by the Easement Holder for review and approval by the parties at the same time as the Easement Holder prepares the Initial Five Year Road Management Plan for review and approval by the parties under Section 5.E. The parties acknowledge that pending final approval of the Initial Road Agreement, the Easement Holder shall manage the Designated Roads in accordance with an interim Road Management Agreement (the “Interim Road Agreement”). The acceptance and recording of this Easement shall be evidence that the Interim Road Agreement has been agreed to by the parties.

- i.* The Initial Road Agreement and any subsequent Road Agreement shall:
- a. be consistent with the Stewardship Plan and the Recreation Plan;
  - b. incorporate and be consistent with the principles set forth in this Section 5.E.i.b; and
  - c. include, at a minimum, the elements listed in Section 5.E.i.b.6:
    1. The Road Management Agreement shall provide for maintenance of the Designated Roads that permits long-term use of the road system on the Property and shall acknowledge that both parties are expected to contribute to the costs of maintenance of the Designated Roads in an equitable manner.
    2. The Fee Owner’s annual contribution toward the costs for maintenance of the Designated Roads that the Easement Holder commits to maintain under a Road Management Agreement shall be directly related to the use of such Designated Roads by the Fee Owner for all of its Forest Management Activities or exercise of any of its other rights under this Easement or by those using the Designated Roads with the permission of the Fee Owner. The Fee Owner’s contribution shall include an agreed upon base cost amount with an additional amount that reflects the usage by the Fee Owner and third parties allowed to use the Designated Roads with the Fee Owner’s permission.
    3. The Easement Holder’s share of the costs for maintenance of the Designated Roads shall be directly related to the Easement Holder’s and the public’s use of the Designated Roads.
    4. The Fee Owner shall have the right, but no responsibility, to maintain and reconstruct any of the Designated Roads, provided, however,
      - A. if the Fee Owner maintains Designated Roads that the Easement Holder has committed to maintain under the Road Management Agreement, but which the Easement Holder is unable or has failed to maintain, then the Fee Owner may either:
        - i. maintain such roads to the specifications agreed upon in the Road Management Agreement, in which event the public shall be entitled to access over such roads and the Fee Owner shall be entitled to a credit against its contribution under the Road Management Agreement; or
        - ii. maintain such roads in a manner acceptable to the Fee Owner, in which event the public shall not be entitled to access over such roads and the Fee Owner shall not be entitled to a credit against its contribution under the Road Management Agreement; or



Easement (an “Updated Road Management Agreement”). A draft Road Management Agreement shall be distributed to the parties by May 1st in the years when a new agreement is due, for review at the May Meeting and June Meeting described in Section 5.G, and the parties shall make reasonable efforts to reach agreement on the Updated Road Management Agreement by July 1st of such year. On the date that an Updated Road Management Agreement is agreed to by both parties, it shall become the then-current Road Management Agreement.

- iii.* The Easement Holder or the Fee Owner may submit to the other party for its approval, amendments to the Interim Road Management Agreement, the Initial Road Management Agreement or any succeeding Road Management Agreement (“Amendments”). Amendments, if agreed to by both parties, shall also be deemed amendments to the Five Year Road Management Plan. Amendments shall:
  - a.* be required only in the event a party proposes a change in the Designated Roads to be maintained under the Plan;
  - b.* be required in the event that a significant upgrade or repair of a Designated Road is required which was not anticipated in an approved Road Management Agreement and a party requests that such work be included in the budget and the budget and work plan revised accordingly;
  - c.* be required in the event that a party requests that either party’s Contribution to road maintenance be amended;
  - d.* not be required for any change in the level of vehicular public access on Designated Roads provided that such access is allowed under this Easement and an approved Recreation Use Plan, and the Designated Roads are maintained to the specifications set forth and agreed to in the Road Management Agreement; or
  - e.* not be required for any closing of a Designated Road for maintenance or safety as long as such actions are allowed under this Easement and an approved Road Management Agreement.

5.G. Operations Plans; Annual Meetings.

*i.* To assist in coordination of each party’s planned uses of the Property, the Easement Holder shall submit to the Fee Owner by May 1 of each year an operation plan (the “Easement Holder’s Annual Operation Plan”) describing the planned implementation of the Recreation Plan for the upcoming year and the Fee Owner shall submit to the Easement Holder by May 1 of each year the Fee Owner’s Annual Operation Plan describing the planned implementation of the Stewardship Plan for the upcoming year. Following receipt, each party shall use its best efforts to identify potential issues that should be discussed at the May Meeting or the June Meeting, as defined in Sections 5.G.ii and 5.G.iii.

- ii.* In order to address road issues and conditions as soon as possible after the winter, the Easement Holder and the Fee Owner shall meet annually on a date during the first two weeks May (the “May Meeting”) to evaluate the condition of the Designated Roads and to review and discuss:
  - a.* planned and necessary work on such roads;
  - b.* the preparation and finalization of budgets for such work in accordance with the Road Management Agreement;
  - c.* the planned uses and coordination of uses of such roads during the upcoming year;
  - d.* the implementation of the Road Management Agreement during the upcoming year; and
  - e.* if a new Road Management Agreement is to be developed during the upcoming year, establishment of a work schedule for preparation and completion of that Agreement.

*iii.* The Easement Holder and the Fee Owner shall meet annually on a date during the first two weeks in June (the “June Meeting”) to review and discuss Permitted Recreational Activities and the implementation of the Recreation Plan during the upcoming year, including use of the Designated

Snowmobile Trails, maintenance of the Snowmobile Trails, and the implementation of the Recreation Plan and the Road Management Agreement with respect to the Snowmobile Trails, and the implementation of the Fee Owner's Stewardship Plan during the upcoming year.

*iv.* The parties may hold such other meetings as they agree are necessary on dates and times that are acceptable to both to review and discuss the Road Management Agreement, the Five Year Road Management Plan, the Operations Plans submitted by either party, or a new or Updated Recreation Plan or new or Updated Stewardship Plan.

*5.H. No Independent Right.* No member of the public shall have any independent right to use the Property under this Easement except pursuant to programs and policies established by the Easement Holder in accordance with this Easement.

*5.I. Access to the Property.* The Fee Owner and the Easement Holder acknowledge that the Fee Owner does not guarantee or warrant by the conveyance of this Easement any right of access by the public or the Easement Holder to the Property across lands of others outside the boundaries of the Property, but the Fee Owner grants such non-exclusive access in common with the Fee Owner and others over lands of others in so far as Fee Owner has the right to make such a grant. Notwithstanding anything in this Easement to the contrary, this Easement shall not impair any prescriptive or other right in the Property that may have been acquired by the public or the Easement Holder prior to the date of this Easement, or any other right the public or the Easement Holder may have to use or access the Property pursuant to law. The easements across lands of others that are granted to the Easement Holder under this Easement are not assignable except in connection with the permitted assignment by the Easement Holder of this Easement under the provisions of Section 5.N "Recreational Improvements."

*5.J. Temporary Limitation on Access.* The Fee Owner, in accordance with Section 3.F.iii.f, retains the right to temporarily limit or close access to portions of the Property accessible to the public.

*5.K. Licensed Sites.* The Easement Holder's right and easement to permit and manage access by the public on and across the Property shall not include the right to permit access by the public over the Licensed Sites.

*5.L. Storage and Removal of Rubbish, Garbage, Debris, and Waste Materials Left on the Property by the Public.* The Fee Owner and the Easement Holder shall jointly develop reasonable policies and methods to be described in detail in the Public Access and Recreation Management Plan Agreement for the collection, temporary storage, and removal of any rubbish, garbage, debris, and waste materials left on the Property. In developing these policies and methods, the Easement Holder shall be responsible for the cost of collection, temporary storage, and removal of materials generated by general use by the public and the Easement Holder. The Fee Owner shall be responsible for the cost of collection, temporary storage, and removal of materials generated by the Fee Owner, its members, managers, employees, agents, contractors, permittees, licensees, or invitees. The Fee Owner and the Easement Holder shall cooperate with each other to insure that all such materials will be collected, stored in appropriate containers, and removed from the Property at reasonable intervals.

*5.M. Gravel Rights.* With the consent of the Fee Owner, which shall not be unreasonably withheld, the Easement Holder may utilize reasonable amounts of onsite gravel, sand, topsoil, and similar materials in furtherance of the Easement Holder's rights and obligations under this Section 5 and the approved Recreation Plan and Road Management Agreement, provided, however, that the Fee Owner shall designate from time to time reasonable locations from which the materials may be removed. Such locations and reasonable policies regarding the Easement Holder's use of such locations and materials

shall be set forth in the Road Management Agreement and, if appropriate, the Recreation Plan. The removal of any materials under this section shall be in accordance with Section 2.J “Excavation.”

5.N. Recreational Improvements. The Easement Holder shall have the right to construct maintain, relocate, and replace if destroyed, and to allow the public to use, structures and improvements (the “Recreational Improvements”), including, but not limited to, trails, dams, bridges, culverts, sheds, pit toilets, parking lots, gatehouses and Visitor Support Facilities (as defined below) on the Property, provided that they are (i) necessary for and commonly used in the accomplishment of the conservation, outdoor conservation education, or outdoor recreational uses of the Property, (ii) not detrimental to the Purposes of this Easement or the Stewardship Goals, and (iii) approved as part of and constructed and maintained in accordance with the Recreation Plan and the Road Management Agreement. For the purposes of this Easement, “Visitor Support Facilities” shall be defined as enclosed shelters, huts and lean-to shelters (each with a footprint of impervious surfaces that does not exceed 1,000 square feet and a height that does not exceed one and one-half stories (25 feet)), and primitive campsites or any improvement for which the State charges a fee. Visitor Support Facilities shall be built only with the prior written consent of the Fee Owner. The following additional terms shall govern the Recreational Improvements:

*i.* In the event that the Easement Holder fails to maintain any and all such structures such that unsafe conditions exist, the Fee Owner has the right to limit or prohibit access by the public to those structures and improvements and the areas in close proximity to them for the purposes of protecting public safety, until such time as the conditions are corrected. The Easement Holder shall be notified within 24 hours of such a closure.

*ii.* The Easement Holder shall remove from the Property any Visitor Support Facilities, except trails or parking lots, which it does not maintain or repair.

*iii.* Trail construction and maintenance shall be carried out in accordance with the then-current, generally accepted best management practices for the sites, soils and terrain of the Property. For references see “Best Management Practices for Erosion Control During Trail Maintenance and Construction” (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau, 1996) or similar successor publications.

*iv.* The Easement Holder may charge a fee for the use of the Visitor Support Facilities after obtaining all necessary approvals in accordance with New Hampshire law.

5.O. Snowmobile Trail Maintenance and Management. In accordance with Section 5.A.v, the Easement Holder shall have the right and responsibility to maintain the Designated Snowmobile Trails and manage public use of such trails as provided herein:

*i.* Public Use of the Designated Snowmobile Trails and their construction and maintenance by the Easement Holder shall be governed by the then current Recreation Plan and Road Management Agreement.

*ii.* The majority of the Designated Snowmobile Trails are located on gravel roads, originally constructed for forest management purposes. Annually some portions of the Designated Snowmobile Trails located on roads (including Designated Roads) will be closed to the public and these roads will be used for winter Forest Management Activities. Upon the request of the Fee Owner and with the agreement of the Easement Holder, which agreement shall not be unreasonably withheld, the Easement Holder shall temporarily relocate or close the Designated Snowmobile Trails or portions thereof to the public when Forest Management Activities near or in close proximity to the designated trails or portions thereof would make use of the designated trails or portions thereof hazardous to the public or when the

Fee Owner will be using roads for Forest Management Activities that are also Designated Snowmobile Trails.

*iii.* In the event the Fee Owner chooses to temporarily relocate the Designated Snowmobile Trails or portions thereof in light of Forest Management Activities, the Fee Owner and the Easement Holder will work together to designate an alternate route to be constructed and maintained at the expense of the Easement Holder.

*iv.* The parties acknowledge that certain Designated Snowmobile Trails may be located on the Designated Roads and agree that any repairs to the Designated Roads that are necessary as a result of such use, or damage to the Designated Roads that is caused by such use, shall be corrected in accordance with the specifications set forth in the Road Maintenance Agreement.

*5.P. Hobby Mineral Collection.* The Easement Holder shall have the right to allow recreational, non-commercial removal of an incidental quantity of rocks and minerals as specimens for hobby mineral collecting. For purposes of this Section, “collecting” shall mean the removal of rocks and minerals from the ground surface using hand tools or the panning of stream gravels. All such activities shall be conducted with only minor digging and loosening of the soil material, and without significant disturbance of the environment or the use of explosives or power equipment. All such activities shall also be conducted in accordance with the Purposes and Stewardship Goals of this Easement, and in such areas as are specified in the Recreation Management Plan. This right is an exception to Section 2.J “Excavation.”

*5.Q. Access by Easement Holder.* The Easement Holder and its employees, agents, contractors and permittees shall have reasonable access to, on and across the Property, including with motorized or mechanized vehicles, for such inspection as is necessary for the Easement Holder to determine compliance with and to enforce this Easement and to exercise the rights conveyed hereby, fulfill the responsibilities, and to carry out the duties assumed by the acceptance of this Easement. In addition, the Fee Owner grants the Easement Holder such non-exclusive rights of access over land of others to the Property, in common with the Fee Owner and others, for the purposes described in the preceding sentence in so far as the Fee Owner has the right to make such a grant.

*5.R. Collection of Data.* The Easement Holder and its employees, agents, contractors, and permittees shall have the right to enter the Property for the purpose of collecting data for studies and research for the purposes of understanding the status, trends and distribution of significant natural, ecological, cultural, archeological, recreational and wildlife resources on the Property, provided that (i) the research does not directly interfere with the Forest Management Activities of the Fee Owner, and (ii) any written material or analysis resulting from such studies or research are provided to the Fee Owner. This right of entry shall not entitle the Easement Holder to conduct any research or studies that involve manipulation or modification to the Property. Proprietary information related to economic values, earnings or profits resulting from studies and research shall not be released to the public without the written approval of the Fee Owner.

*5.S. Signage.* The Easement Holder shall have the right to post signs on the Property (subject to the limitations of Section 2.K “Signage”) to identify the interest of the Easement Holder and to exercise its rights under this Easement. The Easement Holder shall consult with the Fee Owner with respect to design, size, and location of any signs. The Easement Holder shall have the responsibility to post permanent signs at regular intervals, but at minimum at the beginning of and at intersections along the Designated Roads to advise the public that the Designated Roads are used for Forest Management Activities.

5.T. Water Resources Extraction. With the consent of the Fee Owner and in accordance with the Recreation Management Plan, the Easement Holder may tap any naturally occurring water springs located on the Property for non-commercial purposes, install pumps, and construct structures to protect such springs and mechanical equipment, provided, however, that the size of such structures shall be limited to those necessary for the extraction of water, but not for processing, and provided that such removal does not permanently lower the water table on the Property or the level of rivers, streams, ponds, lakes, and wetlands on the Property, or is detrimental to the Purposes and Stewardship Goals of this Easement. Such activities shall be conducted in accordance with all applicable local, State, and federal laws and regulations. This right is an exception to Section 2.A “Prohibited and Permitted Uses” and to Section 2.J.

5.U. Third Party Certification. If the Fee Owner elects to obtain third party forestry certification of the Property directly from a certification agency operating under the standards established by the Forest Stewardship Council ("FSC") or Sustainable Forestry Initiative ("SFI") or like agencies or their successor organizations, then so long as the Property continues to be certified by such an agency, the Easement Holder may, at its sole discretion, elect to delegate the Stewardship Plan review (Section 2.E) and the Easement monitoring responsibilities with regard to the provisions of this Easement governing Forest Management Activities to the certification agency that certifies that Stewardship Plan. The Director of the Division of Forests and Lands, in accordance with Section 2.E.x, shall approve the Stewardship Plan. Under no circumstances shall such delegation negate the requirement that the Purposes and the Stewardship Goals of the Easement and the requirements of the Forest Legacy Program must be achieved nor shall the Easement Holder relinquish its ability and responsibility to enforce this Easement in accordance with Section 6. In the event of such delegation:

*i.* The Fee Owner shall provide the Easement Holder with a written copy of any third party agency certification from the certification agency prior to conducting Forest Management Activities on the Property unless the Fee Owner is operating pursuant to an approved or Interim Stewardship Plan, in which case the Fee Owner’s Forest Management Activities may continue in accordance with such Plan and Fee Owner shall promptly provide the Easement Holder with a copy of such certification upon request.

*ii.* In the event that the certification of the Property is revoked or lapses, the Fee Owner shall notify the Easement Holder in writing of such revocation or lapse within thirty (30) days of the date of the revocation or lapse.

5.Y. Third Party Liability; Statutory Protections from Liability.

*i.* Nothing contained in this Easement shall create any liability on behalf of the Fee Owner or the Easement Holder to any third party or create any right, claim or cause of action on behalf of any party other than the Fee Owner or the Easement Holder and their successors and assigns. Nothing in this Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, the Fee Owner or the Easement Holder for any injury to person or damage to property or loss of life that may be sustained by any person while on the Property pursuant to the Easement or sustained by any person as a result of any entry on or use of the Property. The Fee Owner specifically retains all protections from liability provided under New Hampshire law to private owners of land, including, but not limited to, the protections contained in NH RSA 212:34, RSA 215:34 (II), or RSA 508:14 (or any successor or other statutory or regulatory provision then applicable). The Easement Holder specifically retains all protections from liability provided under New Hampshire law including sovereign immunity. The Easement Holder shall include the Fee Owner as a named insured on the insurance policy that the Easement Holder, through DRED’s Bureau of Trails, provides to protect landowners from liability when they allow OHRV recreational trails on their property. The Easement Holder shall have the right to cancel this insurance policy, or any successor policies, at any time; provided, however, if the Easement

Holder receives advance notice of cancellation from the insurance carrier, the Easement Holder shall provide notice of such cancellation to the Fee Owner within seven (7) days after receipt of such notice. If the Easement Holder cancels the insurance coverage, Fee Owner and Easement Holder shall meet no later than fourteen (14) days after the cancellation, and preferably prior to the cancellation, to discuss options for possible protection from liability.

*ii.* At any time that the Fee Owner in its reasonable estimation becomes subject to liability exposure arising from the Easement Holder permitting access by the public on and across the Property pursuant to Section 5 of this Easement, which exposure is the result of amendments by the New Hampshire Legislature to, or New Hampshire judicial interpretation of, the statutory protections afforded to the Fee Owner as of the date of this Easement, the Fee Owner shall notify the Easement Holder in writing, describing the nature of the change in liability exposure (and if prospective, the expected date of the change). If the liability exposure results in an increase in the cost of insurance available to the Fee Owner, the Fee Owner may, with the consent of the Easement Holder and in accordance with all applicable State laws, charge fees to the public accessing the Property by motorized or mechanized vehicles in an amount necessary to reimburse the Fee Owner for such increased costs.

*iii.* In addition, the Fee Owner may also, at its sole option, by written notice, elect at any time to transfer fee title to the Designated Snowmobile Trails to the Easement Holder, subject to a reservation of access on and across such Snowmobile Trails for the benefit of the Fee Owner and its retained lands on the same terms, conditions, and covenants as set forth in Exhibit B of the Deed of Designated Roads and Reservation of Appurtenant Easement from the Grantor to the Grantee of near or even date, except that the Fee Owner shall have no obligation to contribute to the maintenance of the Designated Snowmobile Trails for use as snowmobile trails. For purposes of such a transfer, fee title to the Snowmobile Trails shall be defined as the area consisting of fifteen (15) feet on each side of the side of the centerline of the Snowmobile Trails as shown in the Baseline Documentation. If the Fee Owner so elects, such transfer of title shall take place as a gift from the Fee Owner and without monetary consideration paid by the Easement Holder, after approval by Governor and Executive Council, through the delivery of a deed to the Easement Holder.

## 6. CONSENT OR APPROVAL PRIOR TO UNDERTAKING CERTAIN ACTIONS.

*6.A. Notice.* The parties acknowledge that under specific circumstances set forth in this Easement, the Fee Owner or the Easement Holder is required to obtain the consent or approval of the other party prior to undertaking certain activities or taking certain rights. The parties acknowledge that the purpose of requiring such consent or approval is to afford each party an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the terms, conditions, Purposes, and Stewardship Goals of this Easement. Unless a greater or lesser period is specifically set forth in this Easement, whenever consent or approval is required for an activity or right, the party seeking consent shall notify the other party in writing when possible ninety (90) days and in no event less than forty-five (45) days prior to the date the party seeking consent intends to undertake the activity or right in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity or right in sufficient detail to permit the other party to make an informed judgment of the activity or right as to its consistency with the terms, conditions, Purposes, and Stewardship Goals of this Easement.

*6.B. Response.* The party receiving notice shall give written response of its determination within forty-five (45) days after the receipt of a written request from the party seeking consent. In the event the party receiving notice fails to respond to a written request from a party seeking consent within forty-five (45) days, the party seeking consent shall contact the other party and the other party shall respond within

ten (10) days or consent shall be deemed given. Consent obtained in one circumstance shall not be deemed or construed to be a waiver for any subsequent activities or rights.

6.C. Failure to Seek Consent or Discontinue Use or Activity. If a party who is required to seek consent or approval in advance of an activity or right fails to do so and does not receive approval after the fact, or if a party does not agree to discontinue the activity or right if the other party has declined to provide consent or approval, the other party may treat such failure to seek consent or approval or to discontinue such activity or right as a breach of this Easement and may seek a remedy for such breach in accordance with Section 7 “Breach of Easement.”

## 7. BREACH OF EASEMENT

7.A. Notice of Breach. When a breach of this Easement or conduct by anyone inconsistent with this Easement comes to the attention of either party (the “Noticing Party”), it shall notify the other party (the “Noticed Party”) in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested, and request that the Noticed Party take corrective action to cure the breach.

7.B. Response. The Noticed Party shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to immediately correct or cure the breach; or to terminate the conduct and, if necessary, to repair any damage; or under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, shall continue diligently to cure the violation until finally cured. The Noticed Party shall promptly notify the Noticing Party of its actions taken under this section.

7.C. Right to Cure. If the Noticed Party fails to take such proper action to cure the breach or terminate the conduct, the Noticing Party shall, as appropriate to the Purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach, to repair any damage, to terminate such conduct. The Noticing Party may, after fifteen (15) days advance written notice to the Noticed Party, bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to require the restoration of the Property to the condition substantially similar to that which existed prior to the injury, and/or to recover monetary damages for a violation of this Easement. The cost to cure, including the Noticing Party’s expenses, court costs, and legal fees shall be paid by the Noticed Party provided that the Noticed Party is directly or primarily responsible for the breach or is otherwise responsible for its correction under the terms of this Easement.

7.D. Breach Caused by Others. Notwithstanding the foregoing paragraphs, this Easement shall not be construed to entitle either party to bring any action against the other party for any breach of this Easement, injury to or change in the Property resulting from causes beyond the other party’s control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, earth movement, catastrophic insect infestation, disease, acid rain or other airborne pollutants introduced into the atmosphere by third parties, and other natural events, or from any prudent action taken by such party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7.E. Non-Waiver Provision. Enforcement against breaches of this Easement shall be at the discretion of the Noticing Party and any forbearance by the Noticing Party to exercise its rights under this Easement in the event of any breach of any term of this Easement by the other party shall not be deemed or construed to be a waiver by the Noticing Party of such term or of any subsequent breach of the same or any other term of this Easement or of any the Noticing Party’s rights under this Easement. No delay or

omission by the Noticing Party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

7.F. Existing Rights of Parties. No affirmative right granted to the Easement Holder and no restriction enforceable against the Fee Owner shall be enlarged, extended, or otherwise altered in any manner adverse to the right, title, and interest of the Fee Owner through prescription, adverse use, waiver, laches or any failure of the Fee Owner to enforce its Reserved Rights under this Easement. The grant of this Easement shall not diminish any prescriptive or other common law or other legal right in the Property that may have been acquired by the Easement Holder or member of the public prior to the date of this Easement.

7.G. Third Party Claims. The Easement Holder and the Fee Owner reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Purposes of this Easement.

## 8. DISPUTES

8.A. Non-Binding Arbitration. The Fee Owner and the Easement Holder shall have the right to have any dispute arising under this Easement determined by the Superior Court in Merrimack County or Coos County or submitted to non-binding arbitration in accordance with this Section. In this Section 8, any reference to “arbitration” shall mean non-binding arbitration. The Fee Owner and the Easement Holder agree that arbitration shall not operate to stay any proceedings that either may institute in the Merrimack County or Coos County Superior Court. If either requests that arbitration of a particular matter or matters be undertaken and if that matter is not at the time of the request the subject of an action in the Superior Court or if it does not become the subject of an action in the Superior Court during the course of the arbitration, then the Fee Owner and the Easement Holder shall agree that the matter will be submitted to arbitration. The agreement for arbitration shall be in writing, signed by both the Fee Owner and the Easement Holder, and include a statement of the matter or matters that are the subject of the arbitration.

8.B. Selecting Arbitrators. If arbitration is requested in a manner consistent with Section 8.A, the Fee Owner and the Easement Holder shall each choose an arbitrator within fifteen (15) days of the date of the written agreement for arbitration. These arbitrators shall be notified, in writing, that they have been chosen as arbitrators and that they are required to choose a third arbitrator within fifteen (15) days of the date of the notice. The fees and costs for the three arbitrators shall be agreed to, in writing, by the Fee Owner, the Easement Holder, and the arbitrators. Each party shall pay one-half of the total fees and costs of the arbitrators.

8.C. Scheduling a Hearing. When the three arbitrators have been selected, they shall, with the agreement of the Fee Owner and the Easement Holder, schedule a date or dates for the arbitration hearing as soon as practicable. All three arbitrators shall be present for the arbitration hearing. The arbitration hearing date may only be postponed for good cause accepted by at least two of the three arbitrators.

8.D. Written Decision. A written decision shall be rendered and signed with the agreement of at least two of the three arbitrators. The decision shall be issued within forty-five (45) days after the submission of the dispute and shall be considered the final decision of the arbitrators.

## 9. NOTICES

9.A. Delivering Notice. All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be

delivered in hand or sent by certified mail, postage prepaid, return receipt requested or by overnight mail to the appropriate address first set forth above, or at such other address as the Easement Holder or the Fee Owner may hereafter designate by notice given in accordance with this Section. Notice shall be deemed to have been given on the earlier of when delivered by hand or, if mailed, three (3) business days after mailing. The Fee Owner shall provide the Easement Holder with notification of any activities on the Property that require legal notices to abutters or to the public under New Hampshire law.

*9.B. Notice after Transfer.* The Easement Holder, in the event of an assignment under Section 14, and the Fee Owner, in the event of a transfer under Section 15, shall provide notice to the other party, providing the name and address of the transferee for purposes of notice under this Section 9. Such notice shall be in recordable form and may be recorded by either party following such transfer.

*9.C. Notice Regarding Transfer to Connecticut Lakes Realty Trust.* The parties acknowledge that the Trust for Public Land d/b/a TPL-New Hampshire, as the initial Fee Owner and grantor of this Easement, by deed of near or even date to be recorded in the Coos County Registry of Deeds, intends to transfer fee title to the Property, subject to this Easement, to Thomas R. Morrow and Stuart J. McCampbell, as Trustees of the Connecticut Lakes Realty Trust under deed of trust dated March 12, 2002, which trust is recorded in said Registry at Book 990, Page 305. The parties further acknowledge, without need for any further notice of such transfer under Section 9.B or Section 15, that the address for purpose of notice of CLRT, as Fee Owner, shall be: c/o The Lyme Timber Company, 23 South Main St., 3rd Floor, Hanover, New Hampshire 03755.

#### *10. ANNUAL MEETING*

The Fee Owner and the Easement Holder agree to use good faith to resolve any disagreements relating to the terms of this Easement and shall meet at least once annually at a date, time, and place convenient for both parties. The annual meeting shall provide an opportunity for the parties to discuss any questions or concerns regarding the Property and the exercise of the rights by either party under this Easement. The parties shall hold additional meetings, such as the meetings provided for in Section 5.G, for such purposes as they deem necessary.

#### *11. SEVERABILITY*

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

#### *12. CONDEMNATION*

*12.A. Expenses Paid from Damages.* Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the Easement in whole or in part or whenever all or a part of the Property is lawfully sold without the restrictions imposed in this Easement, in lieu of condemnation or exercise of eminent domain, the Fee Owner and the Easement Holder shall act jointly to recover the full damages resulting from such taking or lawful sale of their respective interests in the Property and the Easement, and all incidental damages resulting therefrom, in accordance with applicable law. All expenses reasonably incurred by the Fee Owner and the Easement Holder in connection with the taking or in lieu purchase shall be paid out of the damages recovered.

*12.B. Damages Divided Proportionately.* The balance of the land damages recovered (including, for purposes of this Section, proceeds from any lawful sale, in lieu of condemnation, of the Property

unencumbered by the restrictions of the Easement) shall be divided between the Easement Holder and the Fee Owner in proportion to the fair market value, at the time of the execution of this Easement, of their respective interests in that part of the Property condemned. For this purpose, and that of any other judicial extinguishments of this Easement in whole or in part at any time, the Easement Holder's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed by this Easement. This value was determined by a mutually agreed upon qualified appraiser licensed in the State of New Hampshire in conformance with the Uniform Appraisal Standards for Federal Land Acquisition and such appraisal determined the purchase price for this Easement. A certificate of the parties attesting as to the fair market value of the Property and the purchase price for this Easement, as determined by such appraisal, shall be included with and maintained in the Baseline Documentation.

12.C. Use of Easement Holder's Share of Damages. The Easement Holder shall use its share of the land damages recovered in a manner consistent with Section 18 "Easement Conversion".

### 13. ADDITIONAL EASEMENT AND RIGHTS

The Fee Owner shall not convey, grant, exchange, or otherwise transfer use restrictions, licenses, rights-of-way, or other easements into, on, over, under, or across the Property without the prior written permission of the Easement Holder or except as may be otherwise specifically permitted by this Easement. Such written permission shall be recorded in the Coos County Registry of Deeds. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements shall be constructed, developed, or maintained into, on, over, under, or across the Property without the prior written permission of the Easement Holder except as may be otherwise specifically permitted in this Easement. The Easement Holder shall grant permission if it determines, in its sole discretion, that any such interest would be consistent with the Purposes of this Easement. Any permitted use, restriction, or easement shall be consistent with the Purposes of this Easement, must be accepted and recorded by a governmental entity described in Section 14 or a qualified organization within the meaning of Section 170(h)(3) of the U.S. Internal Revenue Code of 1986, as amended, and shall be recorded in the Coos County Registry of Deeds.

### 14. ASSIGNMENT

The burden of the Easement shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to a governmental entity, consistent with the Forest Legacy Program (16 USC Section 2103c) and LCHIP (NH RSA 227-M), which entity agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have the like power of assignment or transfer.

### 15. SUBSEQUENT TRANSFERS

Except as specifically provided in Section 2.H, nothing in this Easement shall be construed to prevent the Fee Owner from selling or otherwise conveying or transferring the Property or any in common and undivided interest in the Property to a third party, subject to the terms of this Easement. The Fee Owner agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which the Fee Owner divests itself of any interest in all or a portion of the Property, including, but not limited to, a security or leasehold interest. The Fee Owner further agrees to give written notice to the Easement Holder of the transfer of any interest in the Property (excluding the grant of a mortgage imposed on all or any portion of the Property, or the sale of any timber rights through

timber deeds or stumpage contracts not exceeding ten years in duration on a portion of the Property) at least twenty (20) days prior to the date of such transfer. Any grant of a mortgage, timber rights, stumpage contracts or any other interest in the Property after the date of this Easement is expressly subject to the terms of this Easement and the Fee Owner is responsible for ensuring compliance by such grantee of any such interest in the Property that is less than a fee interest in the Property with the terms of the Easement. The Fee Owner shall provide a complete copy of this Easement to any transferee of any rights in the Property prior to any such transfer and shall provide the Easement Holder with a copy of any transfer documentation upon completion of such transfer and a recordable notice of the name and address of such transferee for purposes of notice as provided in Section 9. The failure of the Fee Owner to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

*16. LIMITATION ON AMENDMENT*

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Fee Owner and the Easement Holder may, by mutual written agreement, jointly amend this Easement provided that no amendment shall be made that will adversely affect the qualifications of this Easement or the status of the Easement Holder under any applicable laws including the Forest Legacy Program (16 USC Section 2103c), the Land and Community Heritage Investment Program (RSA 227-M), and RSA 477:45-47. Any amendment shall be consistent with the Purposes and Stewardship Goals of this Easement and shall not affect its perpetual duration. Any amendment shall be recorded in the Coos County Registry of Deeds after all approvals required by law have been obtained. Nothing in this Section shall require the Fee Owner or the Easement Holder to agree to any amendment or to consult or negotiate regarding any amendment.

*17. SALE OR CONVEYANCE*

Notwithstanding any other provision in this Easement or of law relating to the disposal of publicly-owned real estate, and in accordance with RSA 227-M:14 under which this Easement is acquired, no deviation in the uses of any resource acquired under this Easement to uses or purposes that are inconsistent with the Purposes of this Easement shall be permitted. The sale, transfer, conveyance or release of any resource asset from the public trust is prohibited except as specifically permitted in this Easement.

*18. EASEMENT CONVERSION*

The Easement Holder acknowledges that this Easement was acquired with federal funds under the Forest Legacy Program (16 USC Section 2103c) and the interest acquired cannot be sold, exchanged or otherwise disposed of, except as provided in Section 14, unless the United States is reimbursed for the fair market value of the interest in the Property or portion thereof at the time of disposal; provided, however, the Secretary of Agriculture may exercise discretion to consent to such sale, exchange, or disposition upon the State of New Hampshire's tender of equal valued consideration acceptable to the Secretary.

*19. BASELINE DOCUMENTATION*

The original of the Baseline Documentation is on file at the offices of the State of New Hampshire, Department of Resources and Economic Development, and if such documentation is moved to another agency or office of the State of New Hampshire, the Easement Holder shall notify the Fee Owner and record a notice of the location of the Baseline Documentation in the Coos County Registry of Deeds. The Baseline Documentation consists of descriptions, maps, and other documentation that the Fee

Owner and the Easement Holder acknowledge and agree provide, collectively, the best effort to assemble an accurate representation of the Property as reasonably known by them upon the execution of this Easement, and certain other material referenced in this Easement. The Baseline Documentation is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Easement.

20. FUTURE ENCUMBRANCES.

The Fee Owner has the right to use the Property as collateral to secure the repayment of debt, provided that lien and terms of any mortgage shall be subordinate to this Easement and the right of the Easement Holder to enforce the terms, restrictions and covenants created under this Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of date.

21. ESTOPPEL CERTIFICATES.

Upon request by the Fee Owner, the Easement Holder shall, as soon as possible and using its bests efforts to do so within thirty (30) days after receipt of such request, execute and deliver to the Fee Owner, or to any party designated by the Fee Owner, any document, including an estoppel certificate, which certifies, to the best of the Easement Holder's knowledge, the Fee Owner's level of compliance with any obligation of the Fee Owner contained in this Easement and/or otherwise evidences the status of this Easement as may be reasonably requested by the Fee Owner. Such documentation shall describe the condition of the Property, as known by the Easement Holder, as of the date of the Easement Holder's most recent inspection. If the Fee Owner requests more current documentation, the Easement Holder shall conduct an inspection at the Fee Owner's cost, and using its best efforts to do so within forty-five (45) days after receipt of the Fee Owner's written request therefore.

22. BINDING EFFECT.

The Easement Holder, by accepting and recording this Easement, agrees to be bound by, observe, and enforce its provisions and assumes the rights and responsibilities granted to and incumbent upon the Easement Holder, all in the furtherance of the Purposes for which this Easement is delivered.

23. STATE LAW CONTROLLING.

The interpretation and performance of this Easement shall be governed by the laws of the State of New Hampshire. In the event that the Fee Owner is a New Hampshire municipality, actions taken under this Easement shall conform to applicable provisions of State law, including the Municipal Budget Law, RSA Chapter 32.

24. HEADINGS.

The headings used in this Easement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions of this Easement.

IN WITNESS WHEREOF, we have set our hands this 9<sup>th</sup> day of October, 2003.

**THE TRUST FOR PUBLIC LAND  
d/b/a TPL-NEW HAMPSHIRE**

---

Denise K. Mullane, Regional Counsel  
Duly Authorized

State of New Hampshire  
County of Merrimack

On this 9<sup>th</sup> day of October, 2003, personally appeared Denise K. Mullane, Regional Counsel for The Trust for Public Land, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that she was duly authorized and executed the same in the capacity therein stated and for the purposes therein contained and that this instrument was her free act and deed and the free act and deed of said corporation.

---

Notary Public  
My Commission Expires:

**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES  
AND ECONOMIC DEVELOPMENT**

---

George M. Bald, Commissioner  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 10<sup>th</sup> day of October, 2003, personally appeared George M. Bald, Commissioner of the Department of Resources and Economic Development, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he was duly authorized and executed the same in the capacity therein stated and for the purposes therein contained and that this instrument was his free act and deed and the free act and deed of said agency.

---

Notary Public  
My Commission Expires:

**ACCEPTED BY THE STATE OF NEW HAMPSHIRE ON OCTOBER 10, 2003:**

---

Governor Craig R. Benson

Approved by the Office of the Attorney General as to form, substance, and execution on October 10, 2003

---

Anne M. Edwards, Associate Attorney General

**CONSERVATION EASEMENT  
EXHIBIT "A"  
LEGAL DESCRIPTION  
Page 1 of 48**

**TOWN OF CLARKSVILLE:**

Those lands and premises located in the Town of Clarksville, Coos County, New Hampshire, as shown on a Plan of Clarksville recorded Coos County Registry of Deeds Plan No. 89, described in Quitclaim Deed of New Hampshire-Vermont Lumber Company dated September 26, 1940, recorded in Book 311, Pages 223-254, and more particularly described therein as follows:

Tract One - Lots one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five, thirty-six, thirty-seven, thirty-eight, thirty-nine, forty, forty-one, forty-two, forty-three, forty-four, forty-five, forty-six, forty-seven, forty-eight, forty-nine and fifty, of Tract 1 in the First Dartmouth College Grant.

Tract Two - Lots one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five, thirty-six, thirty-seven, thirty-eight, thirty-nine, forty, forty-one, forty-two, forty-three, forty-four, forty-five, forty-six, forty-seven, forty-eight and forty-nine, of Tract 2 in the First Dartmouth College Grant.

Tract Three - Lots one, two, west one-half of three, west one-half of four, all of five, six, seven, eight, nine, east one-half of twelve, part of thirteen east of the brook, all of fifteen, sixteen, seventeen, east one-half of eighteen, east one-half of nineteen, east one-half of twenty, all of twenty-five, twenty-six, thirty-four, west one-half of thirty-five and all of thirty-six, of Tract 3 in the First Dartmouth College Grant.

TOGETHER WITH that right of access easement granted in that Easement Deed from Albert Cloutier dated November 30, 1987 recorded at Book 722, Page 91, providing access from the public portions of Clarksville Pond Road.

TOGETHER WITH the crossing rights set forth in that certain Rights Agreement dated August 5, 1986 and recorded at Book 694, Pages 247-250.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**Page 2 of 48**

**TOWN OF STEWARTSTOWN:**

Those lands and premises located in the Town of Stewartstown, Coos County, New Hampshire, as shown on a Plan of Stewartstown as recorded Coos County Registry of Deeds Plan No. 175A, described in Quitclaim Deed of New Hampshire-Vermont Lumber Company dated September 26, 1940, recorded at Book 311, Pages 223-254 and more particularly described therein as follows:

Range 7: Lot eight.

Range 8: Lots four and seven.

Range 9: Lots two, three, four, five, six and seven.

Range 10: Lots one, two, three, four, five, six and seven.

Range 11: Lots one, two, four and six.

Range 12: Lots three, four and six.

Range 13: Lots one, three, four, six, seven and eight.

In the Town of Stewartstown, County of Coos, State of New Hampshire, a certain piece or parcel of land situated in the north shore of Diamond Pond. Said parcel being Lots 34 & 35 of the Champion Realty Corporation Lease Lots of The Diamond Pond Boundary Line Adjustment prepared for Champion International Paper Corporation and Champion Realty Corporation dated April 22, 1998 and recorded as Plan Numbers 1222, 1223 and 1224, and as described in Quitclaim Deed of Champion Realty Corporation dated December 31, 1999 recorded at Book 915, Pages 55-59, and bounded and described as follows:

BEGINNING at a point marked by an iron rod (set) at a wood post on the northerly shoreline of said Diamond Pond, said point being on the Lot 3 Range 8, and 9 line of the Lots and Ranges of said Stewartstown, said point also being on the northerly lines of land now or formerly of E. Hampton & Mildred Roy, and said point being North 62 degrees 16 minutes 29 seconds West and 2778.60 feet from an iron rod (set) at a wood post marking the southwesterly corner of Lot 10 of the aforesaid Champion Realty Corporation Lease Lots, on the Lot 2 Range 3 - Range 9 line;

THENCE North 68 degrees 13 minutes 27 seconds West along said Lot 3 Range 8 - Range 9 Line and land of said E. Hampton & Mildred Roy for 199.96 feet to a point marked by an iron rod (set), said point marking the westerly corner of Lot 35 of the Champion Realty Corporation Lease Lots;

THENCE North 17 degrees 51 minutes 50 seconds East, bounded on the west by land of Champion International Corporation for 180.07 feet to a point marked by an iron rod (set), said point marking the northerly corner of Lot 35, and the westerly corner of Lot 34 of the Champion Realty Corporation Lease Lots;

THENCE North 44 degrees 58 minutes 55 seconds East, bounded on the north by land of Champion International Corporation for 274.08 feet to a point marked by an iron pipe, said point marking the northerly corner of Lot 34 and the northwesterly corner of Lot 33 of the Champion Realty Corporation Lease Lots;



**EXHIBIT "A"**  
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**TOWN OF STEWARTSTOWN:** (continued)

THENCE South 32 degrees 46 minutes 53 seconds East for 293.03 feet along the westerly edge of the said Lot 33 to a point marked by an iron pipe on the shoreline of said Diamond Pond; THENCE continuing on the last mentioned bearing to the low water mark of Diamond Pond; THENCE southwesterly along the low water mark of Diamond Pond, for a distance of 288 feet, more or less to a point South 68 degrees 13 minutes 27 seconds East of the Point of Beginning; THENCE North 68 degrees 13 minutes 27 seconds West, bounded on the south by the said Roy, to the Point of Beginning.

The lines along shoreline between the iron pipe marking the southwest corner of Lot 33 on the shore Diamond Pond and the iron pipe at the point of beginning are South 49 degrees 37 minutes 29 seconds West, 99.99 feet to an iron pipe, between Lot 34 and Lot 35, and THENCE South 48 degrees 38 minutes 51 seconds West, 194.19 feet to the iron rod (set) at the Point of Beginning.

In the Town of Stewartstown, County of Coos, State of New Hampshire, a certain piece or parcel of land situated on the north shore of Diamond Pond, said parcel being known as Lot 22 of the Champion Realty Corporation Lease Lots of The Diamond Pond Boundary Line Adjustment prepared for Champion International Paper Corporation and Champion Realty Corporation dated April 22, 1998 and recorded as Plan Numbers 1222, 1223 and 1224, and described in Quitclaim Deed of Champion Realty Corporation dated December 31, 1999 recorded at Book 915, Pages 55-59, and bounded and described as follows:

Beginning at a point marked by an Iron Pipe on the north shore of Diamond Pond, said point marking the easterly line of line of Lot 23 of the Champion Realty Corporation Lease Lots and the westerly line of the herein described parcel;

THENCE North 9 degrees 26 minutes 23 seconds East along the easterly edge of the said Lot 23 and the westerly edge of the herein described parcel for 146.35 feet to a point marked by an Iron Pipe, said point marking the northeasterly corner of Lot 23 and the northwesterly corner of the herein described parcel;

THENCE South 60 degrees 22 minutes 55 seconds East along land formerly of Champion International Corporation for 299.32 feet to a point marked by an Iron Pipe, said point marking the northwesterly corner of Champion Realty Corporation Lease Lot 21, and the northeasterly corner of the herein described parcel;

THENCE South 53 degrees 44 minutes 55 seconds West along the westerly edge of the said Lot 21 for 142.65 feet to a point marked by an Iron Rod driven into the ground on the north shore Diamond Pond;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
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**TOWN OF STEWARTSTOWN:** (continued)

THENCE continuing in the last mentioned bearing to the low water mark of Diamond Pond; THENCE running westerly along the low water mark for about 216 feet to the point where a bearing of North 9 degrees 26 minutes 23 seconds East would run to the Point of Beginning; THENCE North 9 degrees 26 minutes 23 seconds East to the Point of Beginning; the tie line from the last mentioned Iron Rod on the shoreline to the point of beginning on the shoreline is North 62 degrees 32 minutes 31 seconds West, a distance of 190.65 feet.

**EXCEPTING AND RESERVING**

EXCEPTING AND RESERVING all that certain tract of land known as Diamond Pond, situated in the Town of Stewartstown, Coos County, New Hampshire, as shown on that certain map prepared by York Land Services Company, dated March 28, 1986, and described in that Quitclaim Deed to Champion Realty Corporation dated June 29, 1995 and recorded at Book 847, Pages 108-113, and more particularly described as lots 10 through 31 and lot 35, together with all that land located between lots 31 and 35, known as lots 33, 34 and the boat launch area.

EXCEPTING AND RESERVING in the Town of Stewartstown, County of Coos, State of New Hampshire, a certain piece or parcel of land known as Diamond Pond Lots 10-21 lying westerly of a 66 foot wide Right-of-Way which provides access to the northeasterly side of Big Diamond Pond, and described in that Quitclaim Deed to Champion Realty Corporation dated June 29, 1995 and recorded at Book 847, Pages 108-113, and said parcel also lying easterly of the Champion International Corporation Lease Lots 10 - 21, bounded and described as follows: Starting at a point marked by an iron rod (set) at a wood post (found), at the intersections of Lot 1 Range 8, and Lot 1 Range 9, now or formerly of Peter Nugent, and Lot 2 Range 8 now or formerly of the Town of Stewartstown and Lot 2 Range 9, now or formerly of Champion International Corporation:

**EXHIBIT "A"**  
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Excepting and Reserving (continued)

THENCE running South 64 degrees 12 minutes 25 seconds East along the Lot 2 Range 8 and 9 line for 149.76 feet to a point marked by an iron pipe (found);  
THENCE continuing along said Range line South 63 degrees 59 minutes 53 seconds East for 199.94 feet to a point marked by an iron pipe (found), said point being the Point of Beginning of the herein described parcel;  
THENCE North 23 degrees 28 minutes 19 seconds East along lands formerly of Champion International Corporation for 49.32 feet to a point on the outer perimeter of a circular cul-de-sac;  
THENCE turning and running along the said cul-de-sac on a curve to the right, with a Radius of 60.00 feet, a Central Angle of 98 degrees 02 minutes 24 seconds, an Arc Distance of 102.67 feet, a Chord Bearing of North 05 degrees 15 minutes 56 seconds East for a Chord Length of 90.59 feet, to a point;  
THENCE on a curve to the left, exiting the cul-de-sac. with a Radius of 25.00 feet, a Central Angle of 46 degrees 58 minutes 20 seconds, an Arc Distance of 20.50 feet, a Chord Bearing of North 30 degrees 47 minutes 58 seconds East, and a Chord Distance of 19.93 feet, to a point;  
THENCE running along the westerly edge of the herein-described 66 foot wide Right-of-Way the following courses, North 07 degrees 21 minutes 56 seconds East for 117.80 feet to a point;  
THENCE North 07 minutes 18 minutes 48 seconds East for 224.50 feet to a point;  
THENCE North 13 degrees 57 minutes 08 seconds East for 195.49 feet to a point;  
THENCE North 16 degrees 50 minutes 54 seconds East for 92.95 feet to a point;  
THENCE North 04 degrees 57 minutes 32 seconds East for 196.90 feet to a point;  
THENCE North 18 degrees 17 minutes 07 seconds East for 121.60 feet to a point;  
THENCE on a curve to the left with a Radius of 193.90 feet, a Central Angle of 29 degrees 02 minutes 03 seconds. for an Arc Distance of 98.26 feet, a Chord Bearing of North 02 degrees 20 minutes 47 seconds East and a Chord Length of 97.21 feet, to a point;  
THENCE continuing on said curve to the left with a Radius of 193.90 feet, a Central Angle of 37 degrees 30 minutes 46 seconds for an Arc Distance of 126.95 feet, a Chord Bearing of North 30 degrees 55 minutes 37 seconds West and a Chord Length of 124.70 feet, to a point;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
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Excepting and Reserving (continued)

THENCE North 48 degrees 15 minutes 40 seconds West for 193.50 feet to a point;  
THENCE North 56 degrees 11 minutes 44 seconds West for 168.06 feet to a point;  
THENCE on a curve to the right with a Radius of 229.16 feet, a Central Angle of 41 degrees 41 minutes 18 seconds, for an Arc Distance of 166.74 feet, a Chord Bearing of North 37 degrees 16 minutes 04 seconds West, and a Chord Length of 163.08 feet, to a point;  
THENCE North 14 degrees 30 minutes 26 seconds West for 165.53 feet to a point;  
THENCE North 26 degrees 31 minutes 47 seconds West for 211.77 feet to a point;  
THENCE North 26 degrees 02 minutes 25 seconds West for 172.49 feet to a point;  
THENCE North 23 degrees 24 minutes 08 seconds West for 148.60 feet to a point;  
THENCE on a curve to the right with a Radius of 63.68 feet, a Central Angle of 63 degrees 13 minutes 41 seconds, for an Arc Distance of 70.27 feet, a Chord Bearing of North 04 degrees 02 minutes 38 seconds West, and a Chord Distance of 66.76 feet, to a point;  
THENCE turning and running North 68 degrees 40 minutes 22 seconds West along the northerly line of the herein described parcel of land for 54.71 feet, to a point marked by an iron pipe (found) marking the northeasterly corner of Lot 21 of the Champion Realty Corporation Lease Lots, the said Lot 21 being a part of "TRACT 1" as conveyed by Champion International Corporation to Champion Realty Corporation by deed dated June 29, 1995, and recorded in the Coos County Registry of Deeds in Volume 847, Page 108, and said point also marking the northwesterly corner of the herein described parcel of land;  
THENCE turning and running along the easterly sidelines of the said Champion Realty Corporation Lease Lots, being part of the said "TRACT 1" the following courses, South 13 degrees 09 minutes 54 seconds East along the easterly line of Lot 21 for 244.45 feet to a point marked by an iron pipe (found);

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Excepting and Reserving (continued)

THENCE South 23 degrees 00 minutes 57 seconds East along the easterly line of Lot 20 for 198.11 feet to a point marked by an iron rod (set flush);  
THENCE South 18 degrees 51 minutes 59 minutes East along the easterly line of Lot 19 for 191.97 feet to a point marked by an iron pipe (found);  
THENCE South 25 degrees 55 minutes 23 seconds East along the easterly line of Lot 18 for 175.00 feet to a point marked by an iron pipe (found);  
THENCE South 36 degrees 42 minutes 53 seconds East along the easterly line of Lot 17 for 172.94 feet to a point marked by an iron pipe (found);  
THENCE South 40 degrees 19 minutes 23 seconds East along the easterly line of Lot 16 for 176.07 feet to a point marked by an iron pipe (found);  
THENCE South 53 degrees 25 minutes 59 seconds East along-the easterly line of Lot 15 for 288.72 feet to a point marked by an iron pipe (found);  
THENCE South 12 degrees 52 minutes 59 seconds West along the easterly line of Lot 14 for 296.90 feet to a point marked by an iron pipe (found);  
THENCE South 02 degrees 44 minutes 01 seconds East along the easterly line of Lot 13 for 187.33 feet to a point marked by an iron pipe (found);  
THENCE South 09 degrees 53 minutes 30 seconds West along the easterly line of Lot 12 for 194.76 feet to a point marked by an iron pipe (found);  
THENCE South 07 degrees 17 minutes 26 seconds West along the easterly line of Lot 11 for 223.27 feet to a point marked by an iron pipe (found);  
THENCE South 23 degrees 28 minutes 19 seconds West along the easterly line of Lot 10 for 266.50 feet to a point marked by an iron rod (set) on the Lot 2 Range 8 and Lot 2 Range 9 Range line, and lands now or formerly of the Town of Stewartstown. said point being the southeasterly corner of Lot  
10 and the southwesterly corner of the herein described parcel of land;  
THENCE turning and running South 66 degrees 14 minutes 22 seconds East along the said Range line for 68.34 feet to the Point of Beginning.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
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Excepting and Reserving (continued)

EXCEPTING AND RESERVING in the Town of Stewartstown, County of Coos, State of New Hampshire, a certain piece or parcel of land situated north of Lots 23 through 33, inclusive, of the Champion Realty Lease Lots on Diamond Pond, and described in that Quitclaim Deed to Champion Realty Corporation dated June 29, 1995, and recorded at Book 847, Pages 108-113, and southerly of a 66 foot wide access road leading around the northerly and easterly side of Diamond Pond, bounded and described as follows:

Beginning at a point marked by an Iron Pipe (fnd.) marking the northeasterly corner of Lot 34 and the northwesterly corner of Lot 33 of the said Champion Realty Diamond Pond Lease Lots; THENCE North 87 degrees 07 minutes 45 seconds East along the northerly bound of Lot 33 for 241.21 feet to a point marked by an Iron Pipe (fnd.), said Iron Pipe marking the northeasterly corner of Lot 33, and the northwesterly corner of Lot 32;

THENCE North 66 degrees 55 minutes 08 seconds East along the northerly bound of Lot 32 for 93.67 feet to a point marked by an Iron Pipe (fnd.);

THENCE North 71 degrees 06 minutes 18 seconds East along the northerly bound of Lot 32 for 84.98 feet to a point marked by an Iron Pipe (fnd.) said point being the northeasterly corner of Lot 32, and the northwesterly corner of Lot 31;

THENCE North 86 degrees 53 minutes 23 seconds East along the northerly bound of Lot 31 for 99.71 feet to a point marked by an Iron Pipe (fnd.) said point being the northwesterly corner of Lot 30, and the northeasterly corner of Lot 31;

THENCE South 87 degrees 54 minutes 36 seconds East along the northerly bound of Lot 30 for 105.40 feet to a point marked by an Iron Rod (set); said point being the northeasterly corner of Lot 30;

THENCE South 09 degrees 42 minutes 30 seconds East along the easterly bound of Lot 30 for 43.24 feet to a point marked by an Iron Pipe (fnd), said point being the northwesterly corner of Lot 29;

THENCE North 87 degrees 44 minutes 04 seconds East along the northerly bound of Lot 29 for 182.61 feet to a point marked by an Iron Pipe (fnd.), said point being the northwesterly corner of Lot 28, and the northeasterly corner of Lot 29;

THENCE North 62 degrees 03 minutes 33 seconds East along the northerly bound of Lot 28 for 120.67 feet to a point marked by an Iron Pipe (fnd.), said point being the northwesterly corner of Lot 27, and the northeasterly corner of Lot 28;

**EXHIBIT "A"**  
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Excepting and Reserving (continued)

THENCE North 29 degrees 14 minutes 50 seconds East along the northerly bound of Lot 27 for 154.53 feet to a point marked by an Iron Pipe (fnd.), said point being the northwesterly corner of Lot 26, and the northeasterly corner of Lot 27;

THENCE North 33 degrees 59 minutes 00 seconds East along the northerly bound of Lot 26 for 265.82 feet to a point marked by an Iron Pipe (fnd.), said point being the northwesterly corner of Lot 25, and the northeasterly corner of Lot 26;

THENCE North 82 degrees 41 minutes 29 seconds East along the northerly bound of Lot 25 for 222.83 feet to a point marked by an Iron Pipe (fnd.), said point being the northwesterly corner of Lot 24, and the northeasterly corner of Lot 25;

THENCE North 39 degrees 23 minutes 47 seconds East along the northerly bound of Lot 24 for 199.88 feet to a point marked by an Iron Pipe (fnd.), said point being the northwesterly corner of Lot 23, and the northeasterly corner of Lot 24;

THENCE North 78 degrees 54 minutes 50 seconds East along the northerly bound of Lot 23 for 300.50 feet to a point marked by an Iron Pipe (fnd.) said point being the northwesterly corner of Lot 22, and the northeasterly corner of Lot 23;

THENCE running North 29 degrees 16 minutes 44 seconds West for 316.02 feet to an unmarked point on the southerly sideline of the above mentioned 66 foot wide access road;

THENCE running South 60 degrees 28 minutes 51 seconds West along the southerly sideline of said access road for 264.21 feet to an unmarked point;

THENCE running South 43 degrees 44 minutes 33 seconds West along the southerly sideline of said access road for 192.11 feet to an unmarked point;

THENCE running South 41 degrees 21 minutes 53 seconds West along the southerly sideline of said access road for 307.00 feet to an unmarked point;

THENCE continuing along the southerly sideline of said access road on a curve to the right with a Radius of 547.00 feet, a Central Angle of 22 degrees 05 minutes 19 seconds, for an Arc Distance of 210.88 feet, the Chord Bearing being South 50 degrees 29 minutes 05 seconds West, for a Chord Distance of 209.58 feet, to an unmarked point;

THENCE continuing along the southerly sideline of said access road on the said curve to the right with a Radius of 547.00 feet, a Central Angle of 10 degrees 28 minutes 29 seconds, for an Arc Distance of 100.00 feet, the Chord Bearing is South 66 degrees 45 minutes 59 seconds West, for a Chord Distance of 99.86 feet, to an unmarked point;

**EXHIBIT "A"**  
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Excepting and Reserving (continued)

THENCE running South 73 degrees 55 minutes 39 seconds West along the southerly sideline of said access road for 433.24 feet to an unmarked point;

THENCE continuing along the southerly sideline of said access road on a curve to the right with a Radius of 213.75 feet, a Central Angle of 30 degrees 44 minutes 24 seconds , for an Arc Distance of 114.68 feet, the Chord Bearing being North 88 degrees 52 minutes 38 seconds West, for a Chord Distance of 113.31 feet, to an unmarked point;

THENCE running North 59 minutes 26 minutes 27 seconds West along the southerly sideline of said access road for 249.17 feet to an unmarked point;

THENCE turning and running South 10 degrees 39 minutes 00 seconds West for 312.74 feet to the Point of Beginning.

The above-described parcel lying adjacent to, and northerly of a portion of the premises conveyed by Champion International Corporation to Champion Realty Corporation as Tract 1, in their deed dated June 29, 1995, and recorded in the Coos County Registry of Deeds in Volume 847, Page 108, and more particularly bounded on the south by Lots 23 through 33 of the said Tract 1, and bounded northerly by a line generally 33 feet southerly of the centerline of the access road shown on the plan mentioned in Tract 1 of the said deed.

**TOGETHER WITH**

TOGETHER WITH the crossing rights set forth in that certain Cross Rights Agreement dated August 5, 1986 and recorded at Book 694, Pages 247-250.

TOGETHER WITH the access and utility easement set forth in that Deed to Champion Realty Corporation by instrument dated October 23, 1998 and recorded in Book 905, Pages 270-280 and as corrected by instrument dated December 29, 1998 and recorded in Book 908, Pages 677-688.

TOGETHER WITH the ingress and egress rights reserved in that Quit Claim Deed to Champion Realty Corporation by instrument dated September 4, 1998 and recorded in Book 905, Page 585.

**EXHIBIT “A”**  
**LEGAL DESCRIPTION**  
**Page 11 of 48**

**TOWN OF PITTSBURG:**

Those lands and premises located in the Town of Pittsburg, Coos County, New Hampshire, and described in Quitclaim Deed of New Hampshire-Vermont Lumber Company dated September 26, 1940, recorded in Book 311, Pages 223-254, and more particularly described as follows: The “State Lands”, so-called, which State Lands include Lot 23 of Range 7 and Lot 25 of Range 8, bounded on the east by the State of Maine Line and the Connecticut River and Lakes, on the north by the boundary line between the State of New Hampshire and the Dominion of Canada, on the west by Hall Stream and on the south by the Settler’s Lots, conveyed by the State of New Hampshire to one William H. Smith.

Also all that tract of land known as the Township of Carlisle bounded on the east by the State of Maine line, on the north by the Township of Webster, on the west by First Connecticut Lake and Connecticut River and on the south by the Town of Clarksville and “Skilling’s Gore” so-called.

Also all the Township of Webster bounded on the south by the Township of Carlisle, on the east by the State of Maine line, on the north by the Township of Hubbard and on the west by the First and Second Connecticut Lakes and the Connecticut River.

Also all of the Township of Hubbard, bounded on the south by the Township of Webster, on the east by the State of Maine line, on the north by the “State Lands” so-called, and on the west by Second Connecticut Lake and the Connecticut River.

Also all that tract of land known as the “Colebrook Academy Grant”, bounded on the south by the Cross North line of 1844, on the west by Hall Stream, on the north by the “Road Grant”, so-called, and on the east by Indian Stream.

**EXHIBIT “A”**  
**LEGAL DESCRIPTION**  
**Page 12 of 48**

Also, all of the “Pittsburg Road Grant”, so-called, consisting of two parcels of land containing two thousand five hundred (2,500) acres each . One bounded on the west by Hall Stream, on the south by the “Colebrook Academy Grant”, on the east by Indian Stream, and on the north by the “State Lands”, so-called. The other parcel bounded on the west by Indian Stream, on the south by the “Pittsburg School Grant”, so-called, on the east by Perry Stream, and on the north by the “State Lands”, so-called.

Also all the “British-American Land Company Lands”, so-called, to wit:  
Lots twenty-one, twenty-two, twenty-four, twenty-five, twenty-six, twenty-seven and twenty eight in Range Seven, Lots twenty-three, twenty-four, twenty-six, twenty-seven, and twenty-eight in Range Eight. Lots twenty-six, twenty-seven and twenty-eight in Range Nine.

Also all of the “John Paul Lot” so-called lying in Indian Stream and containing two hundred (200) acres more or less.

Also the “Blood Lot” so-called bounded on the south by the “Abbot Lot”, on the east by the Connecticut River, on the north by the “Farnsworth Place” so-called and on the west by land now or formerly owned by F. W. Baldwin, containing one hundred (100) acres more or less.

Also the “James Abbott Lot” so-called bounded on the north by the “Blood Lot”, on the east by the Connecticut River and First Connecticut Lake, on the south by First Connecticut Lake and on the west by land now or formerly owned by F. W. Baldwin, containing two hundred (200) acres more or less.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**Page 13 of 48**

Also the following tracts or parcels of land included within the limits of the "Cross Survey" so-called:

Range 7, the east one-half of lot ten.

Range 8, the north one-half of lot eight, all of lot nine and the east one-half of lot ten.

Also all the right, title and interest formerly of Richard A. Tabor in and to all land north line of the "Tabor Farm" so-called on Indian Stream and bounded on the east by said Indian Stream, on the north by the "Cross North Line" and on the west by the old Hereford east line.

Also the "Edwin A. Schoff Meadow" so-called on Indian Stream, conveyed to the Trustees by deed of Edwin A. Schoff dated May 29, 1916, and recorded in Coos County Registry of Deeds, Volume 180, Page 4, and described as follows:

A certain piece or parcel of land with all buildings and forest growth thereon, situated in Pittsburg, in said county, and described as follows:

COMMENCING at a cedar post on the easterly bank of Indian Stream on the line between the Alonzo Russell lot, so called, and lands owned by the Connecticut Valley Lumber Company;

THENCE South eighty-seven (87) degrees East, one hundred eighty-six (186) rods to a cedar post; being the north-westerly corner of lot eight (8), in range eight (8);

THENCE South seven (7) degrees West one hundred and two (102) rods to an old corner post, being the southwesterly corner of lot eight (8) in range eight (8);

THENCE South eighty-seven degrees East sixty (60) rods to a spruce post, being the southeasterly corner of lot eight (8), range eight (8);

THENCE North seven (7) degrees East one hundred and two (102) rods to the corner post at the north east corner of lot eight (8), range eight (8);

THENCE North eighty-seven (87) degrees West seven (7) rods to a fir tree spotted on three sides;

THENCE North five (5) degrees East, ninety-nine (99) rods to Indian Stream, which point is marked by a post spotted on two sides situate on said line back from the stream about fifteen feet;

THENCE down said Indian Stream and following the course thereof to the Point of Beginning; supposed to contain two hundred (200) acres more or less, including the easterly and southerly banks of Indian Stream and so much of the channel thereof as would be included if said Indian Stream were specifically mentioned as the boundary on the westerly and northwesterly side of said premises.

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Also the "Charles Merrill Lot" so-called, conveyed to the Trustees by deed of Charles Merrill dated July 28, 1915 and recorded in the Coos County Registry of Deeds, Volume 171, Page 394, and described as follows:

A certain lot or parcel of land situated on the northerly side of Connecticut Lake in the Town of Pittsburg, in said County of Coos, bounded and described as follows:

Commencing at a stake in Round Pond Brook, so-called, one thousand (1,000) feet northerly from the mouth of said Brook; thence southerly down the center line of said Brook to Connecticut Lake; thence westerly following the course of said Lake to the easterly line of land conveyed to Justus W. Baldwin by deed of William H. Clark as recorded in Vol. 16, Page 133; thence northerly along the said Baldwin line to a stake standing on said line twelve hundred (1200) feet from the waters of said Lake; thence easterly to the point of beginning.

Also certain rights in and to a spring, conveyed to the trustees by deed of Harold Varney dated August 25, 1916, and recorded in Coos County Registry of Deeds, Volume 181, Page 13, and by deed of Isabel Baldwin et al dated September 25, 1916 and recorded in the Coos County Registry of Deeds, Volume 181, Page 14.

Also those certain premises situated in said Pittsburg conveyed to the Trustees by deed of George Couture dated April 23, 1921, and recorded in Coos County Registry of Deeds, Volume 298, Page 14, and described as follows:

Commencing at a spruce post on the south side of the highway leading from First to Second Connecticut Lake, twenty-two (22) feet south of the center of said highway, said post marking the northeast corner of a small parcel of land reserved by Chancey Merrill in his deed to Henry Jacobs and Frank W. Baldwin, dated July 7, 1920, recorded in Coos County Registry of Deeds, Volume 206 Page 88;

THENCE North 7 degrees 15 minutes east, one thousand five hundred fifty-two (1,552) feet to a spruce post and stones marked on the west - Burns, on the northeast - C.V.L. Co., on the southeast - C.V.L. Co.;

THENCE South 87 degrees 30 minutes East, one thousand five hundred seventy (1,570) feet to a large birch tree and a spruce post and stones marked on the northeast - Fuller and Baldwin, on the southeast - Merrill, on the southwest - C.V.L. Co.;

THENCE South 7 degrees 15 minutes West, one thousand six hundred thirty-four (1,634) feet to a spruce post and stones marked on the west - C.V.L. Co., on the East - Merrill;

THENCE South 84 degrees East, one hundred thirty-five (135) feet to a spruce post and stones marked on the West - C.V.L. Co., on the East - Merrill;

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THENCE South 5 degrees 45 minutes West, one thousand ten (1,010) feet to a spruce post and stones marked on the Northwest - C.V.L. Co., on the East - C.V.L. Co., and on the Southwest - J. W. Baldwin Est.;

THENCE South 87 degrees 15 minutes West, one thousand seven hundred fifty (1,750) feet to a spruce post and stones marked on the West - C.V.L. Co., on the East - C.V.L. Co., and on the Southeast - Stearns;

THENCE North 6 degrees 30 minutes East, one thousand two hundred seventy-eight (1,278) feet to the point of beginning.

Also those certain premises situated in said Pittsburg conveyed to the Trustee by deed of E. W. Philbrook dated April 24, 1922 and recorded in Coos County Registry of Deeds, Volume 211, Page 361, and described as follows:

One-half in common and undivided interest in a certain piece of real estate situated in the town of Pittsburg, in the County of Coos and State of New Hampshire, known as the 'Joseph Taylor Lot', and bounded as follows, to wit:

North by land of the Connecticut Valley Lumber Company; east by land of David P. and Charles Merrill; south by land of the Connecticut Valley Lumber Company; and west by land of the Connecticut Valley Lumber Company.

Also another tract of land, with the buildings thereon, situate in said Pittsburg, bounded and described as follows:

Bounded on the south by the Charles Merrill home farm, so-called, westerly by land formerly known as the Joe Taylor lot but now owned by St. Regis Paper Company and Frank Fuller, northerly and easterly by land of the St. Regis Paper Company, being the same premises conveyed by David P. Merrill and Hattie M. Merrill to Edward G. Merrill, by their deed dated June 3, 1921 and recorded in the Registry of Deeds Office for Coos County, Volume 207, Page 76, as conveyed in Deed of Edward G. Merrill to the Trustees dated March 11, 1923 and recorded in the Registry of Deeds Office for Coos County, Volume 216, Page 398, as Parcel 2.

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Also those certain premises situated in said Pittsburg conveyed to the Trustees by deed of Willis J. Danforth dated February 2, 1925 and recorded in Coos County Registry of Deeds, Volume 226, Page 232, and described as follows:

BEGINNING at a birch tree marked "AH" north of half-way point so-called;

THENCE North twenty (20) degrees East two hundred forty (240) rods to a stake and stone marked 'AH';

THENCE West twenty (20) degrees North one hundred (100) rods to a tree marked on four sides;

THENCE South twenty (20) degrees West two hundred forty (240) rods to a stake and stone;

THENCE East twenty (20) degrees South to the first mentioned bound.

ALSO, ALL THE RIGHT, title and interest of the New Hampshire Company in and to those parcels of land in the vicinity of the outlet of First Connecticut Lake conveyed to the New Hampshire Company by the Trustees of the Connecticut Valley Lumber Company by deed dated March 1, 1932 and recorded in Coos County Registry of Deeds in Volume 265 at Page 317.

ALSO ALL THE LANDS and rights in the vicinity of the outlet of the Second Connecticut Lake conveyed to the New Hampshire Company by Connecticut River Power Company by indenture dated January 16, 1940, recorded in Coos County Registry of Deeds, Volume 308, Page 16.

RIGHTS IN THE INDENTURE with Connecticut River Power Company dated November 27, 1951 and recorded at Book 392, Pages 259-161, being the land in the vicinity of South Bay, so-called, of the First Connecticut Lake which lies on the southerly side of the line described in said Indenture and which is located below said 1660 feet contour line.

An undivided one-half interest in a certain lot of land known as the "Joe Taylor Lot" by virtue of Warranty Deed of Ella O. Fuller dated May 14, 1964 and recorded in Book 481, Pages 175-176, and more particularly described as follows:

Northerly by land formerly owned by the Connecticut Valley Lumber Company and now owned by St. Regis Paper Company; Easterly by land formerly owned by David P. Merrill and Hattie Merrill and now owned by St. Regis Paper Company; Southerly by land formerly owned by Justus W. Baldwin and now owned by St. Regis Paper Company; Westerly by land formerly owned by Connecticut Valley Lumber Company, now owned by St. Regis Paper Company.

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**EXCEPTING AND RESERVING**

EXCEPTING AND RESERVING a small piece which was conveyed out of said 150 acre tract hereinabove described, premises conveyed by Willis J. Danforth and A. J. Cross to Willie E. Johnson, by deed dated July 15th, 1921, recorded in Coos County Records, Volume 209, Page 54, and also a small piece conveyed to the Town of Pittsburg by deed dated September 27th, 1913, recorded in Coos County Records, Volume 182, Page 206.

EXCEPTING AND RESERVING a certain tract or parcel of land situated in Pittsburg, Coos County, New Hampshire, near the outlet of the First Connecticut Lake, being shown on plan entitled; "Conn. Valley Lumber Co. plan showing land to be recaptured from N.H. - Vt. Lumber Co. Pittsburg, N.H. scale 1"-400' date Dec. 3, 1930, New England Power Construction Cp. Engineers Boston Mass. E-4410," conveyed in the Quitclaim Deed of New Hampshire-Vermont Lumber Company to William W. Brooks et al Trustees under a Declaration and Agreement of Trust dated June 26, 1913, dated March 21, 1932 and recorded at Book 265, Page 315, and to which reference is hereby made and being more particularly bounded and described as follows: Commencing at a monument set at the intersection of the 1660 foot contour line, based on the U.S.G.S. surveys, with the trail to South Bay, sometimes called the Magalloway Mountain Trail, as shown on said plan;

THENCE running in a general westerly and southerly direction along said 1660 foot contour line to a monument set in the ground at the dividing line between land of said the New Hampshire-Vermont Lumber Company and William W. Brooks et al Trustees, as shown on said plan;  
THENCE running North 52 degrees 31 minutes East 429 feet to the Point of Beginning.

EXCEPTING AND RESERVING a certain tract of land, lying in the Town of Pittsburg, in Coos County, in said State conveyed in that Quitclaim Deed of New Hampshire-Vermont Lumber Company to the State of New Hampshire dated October 4, 1935 and recorded at Book 284, Page 376, and described as follows:

Beginning at a bound which lies distant 313.33 feet on a bearing North 56 degrees 03 minutes West from a copper bolt which is set in the northerly end of the concrete dam constructed by the New England Power Company in the Spring of 1935 at the outlet of the Second Connecticut Lake into the Connecticut River in the Town of Pittsburg; and

RUNNING THENCE with a northerly line of said New England Power Company's land North 80 degrees 39 minutes 1,003.3 feet to a bound;

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Excepting and Reserving (continued)

THENCE North 14 degrees 00 minutes East, 2,540.0 feet to a bound;  
THENCE North 19 degrees 39 minutes West, 1,1450.0 feet to a bound;  
THENCE North 26 degrees 40 minutes East, 2,890.0 feet to a bound;  
THENCE North 10 degrees 00 minutes East, 1,120.0 feet to a bound;  
THENCE North 31 degrees 00 minutes West, 1,115.0 feet to a bound;  
THENCE North 8 degrees 45 minutes East, 1, 900.0 feet to a bound;  
THENCE North 42 degrees 10 minutes East, 1,045.0 feet to a bound;  
THENCE North 12 degrees 30 minutes East, 1,640.0 feet to a bound;  
THENCE North 76 degrees 50 minutes East, 1,400.0 feet to a bound;  
THENCE North 62 degrees 05 minutes East, 520.0 feet to a bound;  
THENCE North 21 degrees 45 minutes 1,235.0 feet to a bound;  
THENCE North 0 degrees 15 minutes East, 520.0 feet to a bound;  
THENCE North 44 degrees 00 minutes West, 1,525.0 feet to a bound;  
THENCE North 7 degrees 30 minutes East, running across the Connecticut River 3,910.0 feet to a bound;  
THENCE North 11 degrees 00 minutes West, 5,160 feet to a bound;  
THENCE North 16 degrees 00 minutes East, 4,300 feet to a bound;  
THENCE North 42 degrees 44 minutes East, 4,450 feet to a bound;  
THENCE North 62 degrees 20 minutes East, 670.0 feet to a bound set at the easterly side of the Connecticut River at the southerly end of the Third Connecticut Lake at a precise elevation of 2,211 feet above sea level as ascertained from the permanent bench elevations established by the United States Geological Survey;  
THENCE running northerly along the easterly sides of the Third Connecticut Lake with a line that follows the course of the precise elevation of 2, 211.0 feet, and continuing westerly with said contour of the elevation of 2, 211.0 feet above sea-level to a bound at said elevation at the northerly end of the Third Connecticut Lake;  
THENCE North 37 degrees 45 minutes West, 2,700 feet to a bound set in the International Boundary between the State of New Hampshire and the Province of Quebec in the Dominion of Canada;  
THENCE running easterly with said international boundary line about 1,315 feet to a bound set at a point which is 1,000 feet distant on a course bearing North 52 degrees 15 minutes East from the nearest point in the second preceding course, (the same being the course leading from the northerly end of the Third Connecticut Lake to the Canadian Boundary);  
THENCE South 42 degrees 10 minutes East, 2, 995 feet to a bound;  
THENCE South 15 degrees 00 minutes West, 2,890 feet to a bound;

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Excepting and Reserving (continued)

THENCE South 1 degree 15 minutes West, 3,600 feet to a bound;  
THENCE South 62 degrees 20 minutes West, 1,225 feet to a bound;  
THENCE South 42 degrees 44 minutes West, 4,100 feet to a bound;  
THENCE South 16 degrees 00 minutes West, 3,845 feet to a bound;  
THENCE South 11 degrees 00 minutes East, 5,110 feet to a bound;  
THENCE South 8 degrees 00 minutes West running across the Connecticut River 3,585 feet to a bound;  
THENCE South 44 degrees 00 minutes East, 1,495 feet to a bound;  
THENCE South 0 degrees 15 minutes West, 1,230 feet to a bound set on the westerly side of the Connecticut River at a point about forty-five rods westerly from the point where Scott's Brook enters from the northeast, said bound being set at a point where the ground is at a precise elevation of 1,898 feet above sea-level as ascertained from the permanent bench elevations established by the United States Geological Survey;  
THENCE running generally southwesterly and southerly with a line that follows the course of the precise elevation of 1,898.0 feet to a bound at said elevation, said bound being distant 5,070 feet on a course which bears North 7 degrees 24 minutes East from the copper bolt previously mentioned as a reference bound to the point of beginning of this description;  
THENCE South 26 degrees 40 minutes West, 1,300 feet to a bound;  
THENCE South 19 degrees 39 minutes East, 1,035 feet to a bound;  
THENCE South 14 degrees 00 minutes West, 2,800 feet to the bound at the Point of Beginning.

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Excepting and Reserving (continued)

EXCEPTING AND RESERVING a certain tract or parcel of land situated in Pittsburg, Coos County, New Hampshire conveyed by Quitclaim Deed of New Hampshire-Vermont Lumber Company to Connecticut River Power Company dated January 16, 1940 and recorded in Book 306, Page 280, being a strip of land on both sides of the Connecticut River below the outlet of the Second Connecticut Lake of varying width extending from the boundary line this day established by agreement between the parties hereto in a general westerly and southwesterly direction to a contour line having an assumed elevation of 1660 feet, which contour line is 214.036 feet below a bench mark of the United States Geological Survey located near Second Connecticut Lake (said bench mark being a bronze tablet stamped "1925-K-36"). The northerly line of said strip being described as follows:

BEGINNING at a monument set in the set in the ground on the northerly side of the highway leading from Pittsburg to Second Connecticut Lake and on the above-named boundary line, said point being distant 313.33 feet, more or less, North 73 degrees West from a copper bolt set in the northerly end of the concrete dam across the outlet of Second Connecticut Lake;

THENCE running South 82 degrees 24 minutes West by land of the State of New Hampshire 1003.3 feet to a point;

THENCE continuing in the same course 508.7 feet to a point;

THENCE South 7 degrees 45 minutes West, crossing said highway from Pittsburg to Second Connecticut Lake 1171 feet to a point;

THENCE South 79 degrees 22 minutes West, crossing Dry Brook, so-called, 1051 feet to a point;

THENCE South 21 degrees 39 minutes West 1090 feet to a point;

THENCE South 74 degrees 39 minutes West 2328 feet to a point;

THENCE North 57 degrees 22 minutes West 951 feet to a point on the southerly side of said highway from Pittsburg to Second Connecticut Lake at or near Big Brook, so called;

THENCE South 27 degrees 37 minutes West 1663 feet to a point;

THENCE South 16 degrees 29 minutes East 860 feet to a pipe and stones set in the ground at a point where said line intersects said contour line having an assumed elevation of 1660 feet at land of the Connecticut River Power Company; said last mentioned eight courses and distance being by other land of the Grantor; and

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Excepting and Reserving (continued)

The southerly line of said strip being described as follows:

BEGINNING at a monument set in the ground on the above-mentioned boundary line, said monument being distant 661.80 feet South 2 degrees 57 minutes East from the first point described in the description of the northerly line hereinabove set forth;

THENCE RUNNING South 83 degrees 11 minutes West 1120 feet to a point;

THENCE South 8 degrees 44 minutes West 1015 feet to a point;

THENCE South 60 degrees 23 minutes West 1143 feet to a point;

THENCE South 11 degrees 39 minutes West 753 feet to a point,

THENCE North 83 degrees 07 minutes West 634 feet to a point;

THENCE South 69 degrees 62 minutes West 1049 feet to a point,

THENCE South 66 degrees 49 minutes West 1090 feet to a point;

THENCE South 82 degrees 33 minutes West 1109 feet to a point;

THENCE South 1 degree 23 minutes West 623 feet to an iron pipe and stones set in the ground at a point where said line intersects said contour line having an assumed elevation of 1660 feet at land of the Connecticut River Power Company; all of said courses and distance being by other land of the Grantor.

EXCEPTING AND RESERVING a certain tract or parcel of land in said Pittsburg, being a strip of land on both sides of Smith Brook, so-called southwesterly of said Second Connecticut Lake and varying width extending from the above-mentioned boundary line in a general southwesterly and westerly direction to said contour line having and assumed elevation of 1660 feet. The northerly line of said strip being bounded and described as follows:

BEGINNING at a monument set in the ground on the above-mentioned boundary line, said monument being distant 4837.10 feet South 2 degrees 57 minutes East from first point described in the description of the northerly line of the first strip hereinabove set forth;

THENCE RUNNING South 85 degrees 17 minutes West 693 feet to a point;

THENCE South 60 degrees 44 minutes West 587 feet to a point;

THENCE South 32 degrees 59 minutes West 1427 feet to a point;

THENCE South 20 degrees 17 minutes East 810 feet to a point;

THENCE South 55 degrees 16 minutes West 1102 feet to a point;

THENCE North 71 degrees 39 minutes West 585 feet to a point;

THENCE South 79 degrees 46 minutes West 1042 feet to a point;

THENCE North 57 degrees 46 minutes West 1014 feet to a point;

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Excepting and Reserving (continued)

THENCE North 73 degrees 40 minutes West 928 feet to an iron pipe and stones set in the ground at a point where said line intersects said contour line having an assumed elevation of 1660 feet at land of the Connecticut River Power Company; all of said courses and distance being by other land of the Grantor; and

The southerly line of said strip being bounded and described as follows:

BEGINNING at a monument set in the ground on the above-mentioned boundary line 759.1 feet South 2 degrees 57 minutes East from the first point described in the description of the northerly line hereinabove set forth;

THENCE running South 77 degrees 04 minutes West 768 feet to a point;

THENCE South 41 degrees 40 minutes West 766 feet to a point;

THENCE South 6 degrees 25 minutes East 985 feet to a point;

THENCE South 48 degrees 51 minutes West 1371 feet to a point;

THENCE South 86 degrees 01 minutes West 1484 feet to a point;

THENCE North 82 degrees 06 minutes West 1638 feet to a point;

THENCE North 40 degrees 29 minutes West 944 feet to an iron pipe and stones set in the ground at a point where said line intersects said contour line having an assumed elevation of 1660 feet at land of the Connecticut River Power Company; all of said courses and distances being by other land of the Grantor.

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Excepting and Reserving (continued)

EXCEPTING AND RESERVING a certain tract of land, situated in the Town of Pittsburg, in Coos County, in said State of New Hampshire conveyed in that Quitclaim Deed to the State of New Hampshire dated August 7, 1942 and recorded in Book 323, pages 373-375, and described as follows:

BEGINNING at a concrete bound in the division line between land of the St. Regis Paper Company herein and land now or formerly owned by Frank Baldwin, said bound being 33.0 feet distant northerly from and directly opposite a point in the center of the present traveled highway leading from Pittsburg Village to the Second Connecticut Lake, and being also shown a Station 28 / 59.0 on a plan of a tract of land in Pittsburg to be conveyed to The State of New Hampshire by the St. Regis Paper Company dated September 2, 1941, and recorded in the permanent records of the said State Highway Department; and,

RUNNING THENCE North 82 degrees 58 minutes West with the northerly line of said Baldwin land 723.0 feet to a point which is to be marked at a later date with a concrete bound;

THENCE running North 56 degrees 48 minutes East 1510.3 feet to a point which is to be marked at a later date with a concrete bound;

THENCE North 40 degrees 34 minutes East 1091.6 feet to a point which is to be marked at a later date with a concrete bound;

THENCE North 52 degrees 34 minutes East 2017.0 feet to a point which is to be marked at a later date with a concrete bound;

THENCE North 78 degrees 40 minutes East crossing Coon Brook 2304.4 feet to a point which is to be marked at a later date with a concrete bound;

THENCE North 72 degrees 28 minutes East 2789.4 feet to a point which is to be marked at a later date with a concrete bound;

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Excepting and Reserving (continued)

THENCE North 87 degrees 32 minutes East 1188.7 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 72 degrees 59 minutes East 676.1 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 80 degrees 48 minutes East 746.8 feet to a point which is to be marked at a later date with a concrete bound;

THENCE North 75 degrees 10 minutes East 1774.7 feet to a point which is to be marked at a later date with a concrete bound;

THENCE North 78 degrees 43 minutes East 2114.0 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 89 degrees 27 minutes East 1731.1 feet to a point in the westerly line of a tract of land conveyed by the New Hampshire-Vermont Lumber Company to the State of New Hampshire by deed dated October 4, 1935, said point to be marked at a later date with a concrete bound;

THENCE South 14 degrees 00 minutes West 427.8 feet with the westerly line of the above mentioned tract to the southwesterly corner thereof and to a concrete bound set in the ground marking said corner;

THENCE running with land now or formerly of the Connecticut River Power Company, North 80 degrees 38 minutes West 508.7 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 24 degrees 48 minutes West 727.7 feet to a point which is to be marked at a later date with a concrete bound;

THENCE running with other land of the St. Regis Paper Company herein North 89 degrees 27 minutes West 731.4 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 78 degrees 43 minutes West 1979.4 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 75 degrees 10 minutes West 1485.7 feet to a point which is to be marked at a later date with a concrete bound;

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Excepting and Reserving (continued)

THENCE running with land now or formerly of the Connecticut River Power Company North 60 degrees 34 minutes West about 870 feet to a point on the bridge over Big Brook said point to be marked;

THENCE South 24 degrees 25 minutes West 618.4 feet to a point which is to be marked at a later date with a concrete bound;

THENCE continuing with other land of the St. Regis Paper Company North 80 degrees 48 minutes West 503.4 feet to a point which is to be barked at a later date with a concrete bound;

THENCE North 72 degrees 50 minutes West 572.9 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 87 degrees 32 minutes West 884.9 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 72 degrees 28 minutes West 2711.4 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 78 degrees 40 minutes West crossing Coon Brook 2126.8 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 52 degrees 34 minutes West 1680.0 feet to a point which is to be marked at a later date with a concrete bound;

THENCE South 40 degrees 34 minutes West 1129.0 feet to a point which is to be marked at a later date with a concrete bounds;

THENCE South 56 degrees 48 minutes West 470.9 feet to a point in the northerly line of land now or formerly of Frank Baldwin, said point to be marked at a later date with a concrete bound;

THENCE running with the northerly line of said Baldwin land North 82 degrees 58 minutes West 723.0 feet to a concrete bound set in the ground in the northerly line of said Baldwin land on the southeasterly side of the highway leading from Pittsburg Village to the Second Connecticut Lake;

THENCE with a continuation of the same course a further distance of 102.2 feet across said highway to the concrete bound described as the point of beginning.

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Excepting and Reserving (continued)

EXCEPTING AND RESERVING a tract of land for a right of way located in the Town of Pittsburg, Coos County, New Hampshire conveyed by Quitclaim Deed to the Town of Pittsburg dated September 18, 1942 and recorded at Book 324, Page 109, the center line of which is as follows:

BEGINNING at a point on the trunk line highway between First and Second Connecticut Lakes ten hundred thirty-one (1031) feet, more or less, Northeasterly of the point where Mud Pond Brook crosses the same;

THENCE by the Willis J. Danforth Farm, so-called, by the following courses and distances;

North 14 degrees West 216 feet;

North 2 degrees West 196 feet;

North 26 degrees 30 minutes East 142 feet;

North 30 degrees 30 minutes East 111 feet;

North 19 degrees 30 minutes West 323 feet;

North 15 degrees 00 minutes West 191 feet;

North 32 degrees 30 minutes West 135 feet;

North 15 degrees 00 minutes West 227 feet;

North 32 degrees 30 minutes East 143 feet;

North 39 degrees 00 minutes East 65 feet;

North 14 degrees 30 minutes East 62 feet;

North 46 degrees 30 minutes West 118 feet;

North 59 degrees 00 minutes West 52 feet to the division line between land of St. Regis Paper Company and land now or formerly owned by I. D. Willis, said point being South 27 degrees 15 minutes West 620 feet, more or less, from the Northeasterly corner of said Willis land; and

A tract of land for a right of way beginning at a point three hundred seventy-five (375) feet Northwesterly of the Northeasterly corner of the Heath Lot, so-called;

THENCE by the following courses and distances;

North 40 degrees 30 minutes East 122 feet;

North 6 degrees 30 minutes West 141 feet;

North 5 degrees 30 minutes West 120 feet;

North 7 degrees 00 minutes West 62 feet;

North 32 degrees 30 minutes East 143 feet;

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Excepting and Reserving (continued)

North 60 degrees 00 minutes East 203 feet;  
North 37 degrees 00 minutes East 90 feet;  
North 47 degrees 30 minutes East 29 feet;  
North 73 degrees 30 minutes East 218 feet;  
North 30 degrees 00 minutes East 119 feet;  
North 24 degrees 30 minutes East 67 feet;  
North 36 degrees 30 minutes East 228 feet;  
North 23 degrees 00 minutes East 140 feet;  
North 8 degrees 30 minutes East 228 feet to the corner of the Dick Eastman Camp, so-called, on the Westerly shore of Round Pond.

EXCEPTING AND RESERVING a tract of land conveyed by Quitclaim Deed to the United States of America dated November 13, 1959 and recorded at Book 451, Pages 95-97, and bounded and described as follows:

Starting at monument 484-1 on the United States-Canadian border thence North fifty-three degrees, forty-one minutes, twenty-eight seconds East one hundred and eight and fifty-seven hundredths (108.57) feet to the Point of Beginning.

Said Point of Beginning is further described as being thirty (30) feet from the United States-Canadian border and fifty (50) feet from the center line of the proposed road from Pittsburg to the Connecticut Lakes.

Beginning at Said Point of Beginning, thence South thirty-seven degrees, thirty-nine minutes West one hundred twenty-nine and sixty-one hundredths (129.61) feet;

THENCE North sixty-two degrees, seven minutes, twenty-six seconds West two hundred three and seventy-five hundredths (203.75) feet;

THENCE South eighteen degrees, nineteen minutes West three hundred seventeen and seventeen hundredths (317.17) feet;

THENCE South seventy-one degrees, forty-one minutes East four hundred and fifty (450.00) feet;

THENCE North thirty-seven degrees, thirty-nine minutes East four hundred (400.00) feet to a point fifty (50) feet from the center line of the proposed road;

THENCE parallel fifty (50) feet from the center line of the proposed road as it travels northwest to Point of Beginning.

**EXHIBIT "A"**  
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Excepting and Reserving (continued)

EXCEPTING AND RESERVING a certain piece or parcel of land, situate in the Town of Pittsburg, in the County of Coos and State of New Hampshire, conveyed by Quitclaim Deed to Burnham A. Judd dated October 28, 1985 and recorded at Book 680, Pages 796-798, and being more particularly bounded and described as follows:

COMMENCING at a stone marker on the road leading between the intersection of Back Lake Road and Beach Road and U. S. Route #3, south of Happy Corner, so-called;

THENCE running on a bearing of South 23 degrees West, a distance of 256.74 feet, more or less, to a Fir Post, this being the Point of Beginning;

THENCE running on a bearing of South 11 degrees 30 minutes West, a distance of 785.40 feet, more or less, to a post;

THENCE turning a corner and running on a bearing of North 85 degrees 15 minutes West, a distance of 515.46 feet, more or less, to a post;

THENCE turning a corner and running on a bearing of North 43 degrees 30 minutes East, a distance of 990.00 feet, more or less, to the Point of Beginning.

EXCEPTING AND RESERVING a certain piece or parcel of land, situate in the Town of Pittsburg, in the County of Coos and State of New Hampshire conveyed by Quitclaim Deed to Cloutier Lumber Company, Inc. dated October 28, 1985 and recorded at Book 683, Pages 72-74, and being more particularly bounded and described as follows:

Being that part of the "Merrill Place", so-called, lying southerly of U.S. Route #3.

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Excepting and Reserving (continued)

EXCEPTING AND RESERVING a certain piece or parcel of land, situate in the Town of Pittsburg, in the County of Coos and State of New Hampshire, conveyed by Quitclaim Deed to Richard and Eleanor March dated February 12, 1986 and recorded at Book 692, Pages 376-377, and being more particularly bounded and described as follows:

Being that part of the "Merrill Place", so-called, lying southerly of U.S. Route #3, so-called, and being a triangular shaped parcel of land located northerly and southerly of Merrill Road.

EXCEPTING AND RESERVING in the Town of Pittsburg, County of Coos and State of New Hampshire, two parcels or tracts of land within the valley of East Inlet of Second Connecticut Lake, conveyed by Quitclaim Deed to The Nature Conservancy dated April 27, 1987 and recorded at Book 711, pages 634-639, and bounded and described as follows:

PARCEL 1

Beginning at a point marked by a 6-foot long iron fence post driven into the ground and bearing an aluminum tag stamped: NC CI 1", said point being on the northerly shore of East Inlet Pond or Flowage, and said point being about 68 chains (4500 feet), more or less, on a magnetic bearing of North sixty-two degrees thirty minutes East from the southeasterly corner of the concrete spillway of the dam at the outlet of said East Inlet Pond, and said point of beginning being easterly of a small unnamed brook which flows southerly into said Pond;

THENCE North 09 degrees 35 minutes East along a blazed and orange painted line for 14.28 chains (942.7 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 2", said point being near the base and on the southwesterly side of a mound or kame;

THENCE North 64 degrees 45 minutes East along a blazed and painted line for 39.62 chains (2614.7 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 3";

THENCE South 69 degrees 45 minutes East along a blazed and painted line for 25.94 chains (1712.2 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 4";

THENCE South 48 degrees 30 minutes East along a blazed and painted line for 21.64 chains (1428.5 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 5";

THENCE North 82 degrees 05 minutes East along a blazed and painted line for 24.48 chains (1615.9 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 6";

THENCE North 65 degrees 20 minutes East along a blazed and painted line for 17.42 chains (1149.8 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 7";

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Excepting and Reserving (continued)

THENCE South 82 degrees 10 minutes East along a blazed and painted line for 20.76 chains (1369.9 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 8", said point being about one chain (66 feet) westerly of an old logging road;

THENCE South 30 degrees 05 minutes East along a blazed and painted line for 5.23 chains (344.9 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 9";

THENCE South 10 degrees 40 minutes East along a blazed and painted line for 6.29 chains (415.1 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 10";

THENCE South 12 degrees 55 minutes West along a blazed and painted line for 6.08 chains (401.5 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 11";

THENCE South 13 degrees 30 minutes East along a blazed and painted line for 7.60 chains (502.1 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 12", said point being one chain (66 feet), more or less, westerly of an old logging road and near the northerly side of East Inlet Brook;

THENCE South 17 degrees 30 minutes West, crossing East Inlet Brook downstream from the remains of an old log-timber bridge, for 0.47 chains (30.7 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 13", said point being about one chain (66 feet) westerly of an old logging road which extends from the main graveled East Inlet Access Road to the aforementioned old bridge;

THENCE South 16 degrees 40 minutes West along a blazed and painted line for 7.17 chains (473.3 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 14";

THENCE South 80 degrees 35 minutes West along a blazed and painted line for 19.54 chains (1289.5 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 15";

THENCE North 15 degrees 00 minutes West along a blazed and painted line for 7.92 chains (522.6 feet), more or less, to a point marked by an iron fence post bearing a tag stamped: "NC CI 16", said point being 8 feet, more or less, southerly of the southerly bank of East Inlet Brook and about 3 chains (200 feet) westerly of the westerly end or Norton Pool, so-called;

THENCE continuing North 15 degrees 00 minutes West across and to the northerly side of East Inlet Brook to a point at the normal low water mark;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
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Excepting and Reserving (continued)

THENCE in a general westerly direction along said low water mark on the northerly side of East Inlet Brook and following all the meanders of said Brook to a point where said Brook becomes East Inlet Pond or Flowage;

THENCE continuing in a general westerly direction along the northerly shore of East Inlet Pond or Flowage at normal low water mark as it presently (1986) exists with the existing dam in place, to a point on said northerly shoreline located about ten feet (10') South 09 degrees 35 minutes West from the Point of Beginning;

THENCE North 09 degrees 35 minutes East for about ten feet (10') to the POINT OF BEGINNING;

ALSO, a non-exclusive Right-of-Way over the "Private East Inlet Access Road", which leads easterly from U.S. Route 3 at a point approximately 16 miles northerly of Pittsburg Village, crosses the Connecticut River and extends to East Inlet Dam boat launching areas as referenced in Book 711, Page 634 and Book 308, Page 16; and

PARCEL 2. (The Nature Conservancy Rare Plant Area)

A parcel of land on the southerly bank of East Inlet Brook, bounded and described as follows:

Beginning at a point marked by a 6-foot long iron fence post driven into the ground on the southerly bank of said Brook, said point being four hundred thirty-three and one tenth feet (433.1') South fifty-eight degrees, thirty-one minutes, thirty seconds West, magnetic, of a point at the southerly end of the concrete spillway of East Inlet Dam, so-called, and said point of beginning also being one hundred eighty-nine and fourteen hundredths feet (189.14') South fifty-four degrees twenty-five minutes forty-three seconds West from the center of the southerly end of the present bridge over said East Inlet;

THENCE South seventy-three degrees fifty-three minutes six seconds West down the southerly bank or edge of East Inlet Brook for one hundred seventeen and fifty-six hundredths feet (117.56') to a point on a ledge or large rock projecting into the brook;

THENCE South forty-three degrees forty-five minutes fifty-four seconds West down the southerly bank or edge of said brook for two hundred three and fifty-nine hundredths feet (203.59') to a point marked by an iron fence post in a pile of stones;

**EXHIBIT "A"**  
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Excepting and Reserving (continued)

THENCE South thirty-five degrees twenty-two minutes fifty seconds East along land formerly of Champion International Corporation for one hundred thirty-seven and sixty-two hundredths feet (137.62') to a point marked by an iron fence post;

THENCE North fifty-three degrees thirty-six minutes four seconds East along land formerly of Champion International Corporation for three hundred ten and ten hundredths feet (310.10') to a point marked by an iron fence post;

THENCE North thirty-five degrees no minutes seven seconds West along land formerly of Champion International Corporation for one hundred thirty-one and sixty-six hundredths feet (131.66') to the Point of Beginning.

EXCEPTING AND RESERVING the following described parcel of land is located westerly of U.S. Route 3 in the Town of Pittsburg, Coos County, New Hampshire, conveyed by Quitclaim Deed to The Nature Conservancy dated October 1, 1990 and recorded at Book 772, Pages 292-297, and more particularly described as follows:

Beginning at Corner 1, a brass cap being monument #484-12 on the international boundary between the United State of America and Canada, approximately one-half mile west of monument #484 located at the U.S. Customs Station on U.S. Route 3 along said international boundary;

THENCE South 22 degrees 14 minutes 03 seconds West along a blazed and painted line and other land of the grantor for 1570.94 feet to Corner 2, a capped iron pin stamped "YORK LLS 450", witnessed by a wood post scribed 'CHAMPION 1990, NATURE CONS. COR #2';

THENCE South 84 degrees 26 minutes 43 seconds West along a blazed and painted line and other land of the grantor for 1600.98 feet to Corner 3, a capped iron pin stamped "YORK LLS 450", witnessed by a wood post scribed "CHAMPION 1990, COR #3, NAT CON";

THENCE North 19 degrees 19 minutes 31 seconds West along a blazed and pointed line and other land of the grantor for 1073.74 feet to Corner 4, a capped iron pin stamped "YORK LLS 450", witnessed by a wood post scribed 'CHAMPION 1990, NAT CONS. COR #4';

**EXHIBIT "A"**  
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Excepting and Reserving (continued)

THENCE North 27 degrees 47 minutes 38 seconds along a blazed and painted line and other land of the grantor for 828.71 feet to Corner 5, a brass cap being monument #484.25 on said international boundary;

THENCE easterly along said international boundary the following bearings and distances:

South 82 degrees 30 minutes 48 seconds East, 239.66 feet to monument #484.24;

North 30 degrees 23 minutes 47 seconds East, 69.91 feet to monument #484.23;

North 34 degrees 10 minutes 13 seconds East, 158.40 feet to monument #484.22;

North 76 degrees 32 minutes 30 seconds East, 112.14 feet to monument #484.21;

South 23 degrees 55 minutes 54 seconds East, 91.08 feet to monument #484.20;

South 40 degrees 35 minutes 21 seconds East, 215.52 feet to monument #484.19;

South 89 degrees 44 minutes 09 seconds East, 518.60 feet to monument #484.18;

North 60 degrees 16 minutes 30 seconds East, 200.62 feet to monument #484.17;

South 87 degrees 04 minutes 44 seconds East, 142.32 feet to monument #484.16;

South 54 degrees 09 minutes 24 seconds East, 343.56 feet to monument #484.15;

North 47 degrees 18 minutes 29 seconds East, 124.80 feet to monument #484.14;

South 67 degrees 53 minutes 24 seconds East, 181.69 feet to monument #484.13;

North 82 degrees 10 minutes 52 seconds East, 136.38 feet to monument #484.12;

Being the Point of Beginning.

EXCEPTING AND RESERVING Thirteen (13) parcels of land conveyed to The State of New Hampshire dated May 22, 1991 and recorded at Book 781, Pages 187-190, and situated on the North, West, and South side of U.S. Route 3, in the Town of Pittsburg, County of Coos, State of New Hampshire, as shown on a Plan of Pittsburg RS-277(7) - 10077, on file in the records of the New Hampshire Department of Transportation and to be recorded in the Coos County Registry of Deeds, bounded and described as follows:

Parcel #35: Located Westerly of and opposite Station 193 + 00, U.S. Route 3 Construction Center Line.

Being all that land formerly belonging to the Champion International Corporation that comes within a distance of thirty-five (35') feet measured Westerly of and parallel with the Route 3 Construction Center Line;

Bounded on the North by land now or formerly of Daniel Peloquin;

Bounded on the East by the Westerly Sideline of U.S. Route 3 as now traveled;

Bounded on the South by land now or formerly of New England Power Company;

And, bounded on the West by other land of the Champion International Corporation.

**EXHIBIT "A"**  
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**Page 34 of 48**

Excepting and Reserving (continued)

Parcel #35A: Located Westerly of and opposite Station 198 + 0, U.S. Route 3 Construction Center Line

Being all that land formerly belonging to the Champion International Corporation that comes within a distance of thirty-five (35') feet measured Westerly of and parallel with the Route 3 Construction Center line;

Bounded on the North by land now or formerly of Robert and Ann McGraw;

Bounded on the East by the Westerly Sideline of U.S. Route 3 as now traveled;

Bounded on the South by land now or formerly of Daniel Peloquin;

And, bounded on the West by other land formerly of the Champion International Corporation.

Parcel #35B: Located Westerly of the opposite Station 201 + 50, U.S. Route 3 Construction Center Line.

Being all that land formerly belonging to the Champion International Corporation that comes within a distance of thirty-five (35') feet measured Westerly of and parallel with the Route 3 Construction Center Line;

Bounded on the North by land now or formerly of Ernest Brouillet;

Bounded on the East by the Westerly Sideline of U.S. Route 3 as now traveled;

Bounded on the South by land now or formerly of Robert and Ann McGraw;

And, bounded on the West by other land formerly of the Champion International Corporation.

Parcel #35C: Located Westerly of and opposite Station 204 + 50, U.S. Route 3 Construction Center Line.

Being all that land formerly belonging to the Champion International Corporation that comes within a distance of thirty-five (35') feet measured Westerly of and parallel with the Route 3 Construction Center Line;

Bounded on the North by land now or formerly of New England Power Company;

Bounded on the East by the Westerly Sideline of U.S. Route 3 as now traveled;

Bounded on the South by land now or formerly of Ernest Brouillet;

And, bounded on the West by other land formerly of the Champion International Corporation.

**EXHIBIT "A"**  
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Excepting and Reserving (continued)

Parcel #35D: Located Westerly of and opposite Station 210 + 0, U.S. Route 3 Construction Center Line.

Being all that land formerly belonging to the Champion International Corporation that comes within a distance of thirty-five (35') feet measured Westerly of and parallel with the Route 3 Construction Center Line;

Bounded on the North by an extension of the Division Line of land of the Champion International Corporation and land now or formerly of William and Muriel Fuller, said extension intersecting the Westerly Sideline of U.S. Route 3 as now traveled, near Station 210 + 50, U.S. Route 3 Construction Center Line;

Bounded on the East and South by land now or formerly of New England Power Company;

And, bounded on the West by other land formerly of the Champion International Corporation.

Parcel #35E: Located Westerly of and opposite Station 213 + 0, U.S. Route 3 Construction Center Line.

Being all that land that lies Westerly of U.S. Route 3 as now traveled;

Bounded on the North by land now or formerly of New England Power Company and land now or formerly of Michael Fuller;

Bounded on the West by land now or formerly of Freda Brown and William and Muriel Fuller;

Bounded on the East by land now or formerly of Michael Fuller, land now or formerly of New England Power Company and the Westerly Sideline of U.S. Route 3 as now traveled;

And, bounded on the South by an extension of the Division Line between land formerly of the Champion International Corporation and land now or formerly of William and Muriel Fuller.

Parcel #74: Located Southerly of and opposite Station 279 + 50, U.S. Route 3 Construction Center Line.

Being all that land that lies Southerly of U.S. Route 3;

Bounded on the North by the Southerly Sideline of U.S. Route 3 as not traveled;

Bounded on the East by the Westerly Sideline of Varney Road as now traveled;

Bounded on the South by land now or formerly of Kupstas Conant, Maryann James and Jean Moss;

And, bounded on the West by land now or formerly of Marjorie, Allan and Eleanor Barry.

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Excepting and Reserving (continued)

Parcel #75: Located Northerly of and opposite Station 284 + 0, U.S. Route 3 Construction Center Line.

Being all that land formerly belonging to the Champion International Corporation that lies Southerly of a line that measures thirty-five (35') feet Northerly of and parallel with the Route 3 Construction Center Line;

Bounded on the North and East by other land formerly of the Champion International Corporation;

Bounded on the South by the Northerly Sideline of U.S. Route 3 as now traveled;

And, bounded on the West by land now or formerly of Marjorie, Allan and Eleanor Barry.

Parcel #75A: Located Northerly of and opposite Station 290 + 0, U.S. Route 3 Construction Center Line.

Beginning at a point on a course that connects a point thirty-five (35') feet Northerly of and directly opposite Station 289 + 50.00 and a point one hundred (100') feet Northerly of and directly opposite Station 290 + 00, U.S. Route 3 Construction Center Line;

THENCE Northerly to the Westerly Sideline of Round Pond Road as now traveled, on a course that passes through the last-named point;

THENCE Southeasterly with said Sideline to a point in the Northerly Sideline of U.S. Route 3 as now traveled;

THENCE Southwesterly to Point of Beginning.

Parcel #77: Located Southerly of and opposite Station 290 + 0, U.S. Route 3 Construction Center Line.

Being all that land formerly belonging to the Champion International Corporation that comes within a distance of thirty-five (35') feet measured Southerly of and parallel with the Route 3 Construction Center Line;

Bounded on the North by the Southerly Sideline of U.S. Route 3 as now traveled;

Bounded on the East by land now or formerly of Betty Falton;

Bounded on the South and West by other land of the Grantor.

**EXHIBIT "A"**  
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Excepting and Reserving (continued)

Parcel #78: Located Northwesterly of and opposite Station 290 + 75, U.S. Route 3 Construction Center Line.

Beginning at a point in the Easterly Sideline of Round Pond Road as now traveled, said point being on a course that passes through a point one hundred (100') feet Northwesterly of and directly opposite Station 290 + 55.00, Route 3 Construction Center Line and a point thirty-five (35') feet Northwesterly of and directly opposite Station 291 + 00;

THENCE Southeasterly with said course to a point in the Northerly Sideline of U.S. Route 3 as now traveled;

THENCE Westerly with said Sideline to a point in the Easterly Sideline of Round Pond Road as now traveled;

THENCE Northerly with said Sideline to Point of Beginning.

Parcel #78A: Located Northwesterly of and opposite Station 296 + 0, U.S. Route 3 Construction Center Line.

Being all that land belonging to the Grantor that lies Northerly of and parallel with the U.S. Route 3 Construction Center Line;

Bounded on the North and West by other land formerly of the Champion International Corporation;

Bounded on the East by land now or formerly of Richard and Nancy Stebbins;

And, bounded on the South by the Northerly Sideline of U.S. Route 3 as now traveled.

Parcel #84: Located Northerly of and opposite Station 325 + 00, U.S. Route 3 Construction Center Line.

Being all that land formerly belonging to the Champion International Corporation that lies Southerly of a line that measures thirty-five (35') feet Northerly of and parallel with the U.S. Route 3 Construction Center Line;

Bounded on the North by other land formerly of the Champion International Corporation;

Bounded on the East by land now or formerly of Lurlyne Lambert;

Bounded on the South by the Northerly Sideline of U.S. Route 3 as now traveled;

And, bounded on the West by land now or formerly of Leonel and Priscilla Piper.

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Excepting and Reserving (continued)

EXCEPTING AND RESERVING all that certain tract of land at Second Connecticut Lake situated in the Town of Pittsburg, Coos County, New Hampshire, as shown on that certain map prepared by Allan H. Swanson, Inc., dated January 14, 1983, and more particularly described as lots 1 through 28, inclusive, and all that land lying between said lots and the 1900 foot contour line which is the New England Power Company boundary and land of the State of New Hampshire, and all roadway on this parcel of land, conveyed by Quitclaim Deed to Champion Realty Corporation dated June 29, 1995 and recorded at Book 847, Pages 108-113.

EXCEPTING AND RESERVING all that certain tract of land at Round Pond situated in the Town of Pittsburg, Coos County, New Hampshire, as shown on that certain map prepared by David C. Garceloo, Inc., dated September, 1979, and more particularly described as lots 3 and 12, lots 14 through 23, and all that land lying between lots 5 and 6, conveyed by Quitclaim Deed to Champion Realty Corporation dated June 29, 1995 and recorded in Book 847, Pages 108-113.

EXCEPTING AND RESERVING in the Town of Pittsburg, County of Coos, and State of New Hampshire, a certain piece or parcel of land described as Round Pond/Camp Lot #13, situated on the northerly shoreline of Round Pond and being bounded and described as follows:  
Beginning at a point marked by an iron rod (set) on the easterly line of the herein described Lot 13, said point being approximately 25 feet from the northerly shoreline of Round Pond, said point also being North 79 degrees 59 minutes West and 521.9 feet from an iron rod (found) marking the northwesterly corner of Lot 14 of the Round Pond Camp Lots;

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Excepting and Reserving (continued)

THENCE running South 14 degrees 50 minutes 27 seconds East approximately 25 feet to the northerly shoreline of Round Pond, said point being the southeasterly corner of the herein described Lot 13;

THENCE running westerly along the shoreline of Round Pond approximately 194 feet to a point being the southwesterly corner of the herein described Lot;

THENCE turning and running North 35 degrees 07 minutes 40 seconds West along lands formerly of Champion International Corporation for approximately 11 feet to a point marked by an iron rod (set), the straight line bearing and distance between the last two mentioned iron rods (set) being South 63 degrees 04 minutes 05 seconds West and 200.06 feet, said point also being South 89 degrees 59 minutes West and 691.7 feet from the above mentioned iron rod (found) marking the northwesterly corner of Lot 14 of the Round Pond Camp Lots;

THENCE continuing North 35 degrees 07 minutes 40 seconds West along lands formerly of Champion International Corporation for 306.45 feet to a point marked by an iron rod (set), said point being the northwesterly corner of the herein described Lot;

THENCE running North 49 degrees 31 minutes 39 seconds East along lands formerly of Champion International Corporation for 334.83 feet to a point marked by an iron rod (set), said point being the northeasterly corner of the herein described Lot, said point also being North 65 degrees 24 minutes West and 824.8 feet from an iron rod (found) marking the northeasterly corner of the above mentioned Lot 14;

THENCE South 14 degrees 50 minutes 27 seconds East along land formerly of Champion International Corporation for 390.37 feet to the Point of Beginning.

The above described parcel contains 2.12 acres and is all as shown as Lot 13 on a certain Plan Entitled, "Round Pond Camp Lot #13 & Access Road, Pittsburg, Coos County, N.H., Scale 1 inch = 100 feet, October 2, 1997, Prepared For Champion Realty Corporation" Survey and Plan by F.W. Cowan & Sons, Canaan, VT 05903, and was conveyed by Quit Claim Deed to Champion Realty Corporation dated September 4, 1998, recorded at Book 905, Page 585.

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Excepting and Reserving (continued)

EXCEPTING AND RESERVING the land conveyed by New Hampshire Company to Howard G. Philbrook in said Pittsburg by deed dated September 26, 1927, recorded in Coos County Registry of Deeds, Volume 243, Page 225, and described as follows:

Commencing at a spruce post and stones, on the shore of Second Connecticut Lake in the town of Pittsburg, County of Coos and State of New Hampshire, said post being located South fifty-one degrees twenty minutes East, two hundred and seventy-three feet (273) from the south-west corner of Camp Idlewild, so-called, and South twenty-two degrees thirty minutes East seventeen (17) feet from the southeast corner of the garage as it now stands;

THENCE South seventy-five degrees no minutes West five hundred (500) feet to a spruce post and stones;

THENCE South fifteen degrees no minutes East six hundred and seventy feet to a spruce post and stones;

THENCE North seventy-five degrees no minutes East six hundred and ninety-five (695) feet to a spruce post and stones on the shore of said Second Connecticut lake;

THENCE along the shore of said Second Connecticut Lake to the point of beginning.

EXCEPTING AND RESERVING the lands conveyed by New Hampshire Company to said Trustees by deed dated March 1, 1932 and recorded in Coos County Registry of Deed Volume 265, Page 338, and described as follows:

The land in the vicinity of the South Bay, so-called, of the First Connecticut Lake which lies between the said lake and the following described line, namely:

Beginning at an iron pipe set in the ground in the 1660 foot contour line as determined by the U.S.G.S. surveys, said point being 182 feet South 44 degrees 21 minutes West from an iron pipe set in the ground in the 1640 foot contour line as determined by the U.S.G.S. surveys, said last described pipe being about 68 feet, more or less, from the present water line of the First Connecticut Lake, all as shown on the plan hereinafter mentioned;

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Excepting and Reserving (continued)

THENCE running South 25 degrees 45 minutes East 1394 feet, more or less, to an iron pipe set in the ground, the above described line crossing the trail to Magalloway Mountain;

THENCE running South 49 degrees 34 minutes East 1492 feet, more or less, to an iron pipe set in the ground;

THENCE running North 52 degrees 55 minutes East 1750 feet, more or less, to an iron pipe set in the ground;

THENCE running North 34 degrees 22 minutes West 1606 feet, more or less, to an iron pipe set in the ground in the 1660 foot contour line as determined by the U.S.G.S. surveys, said point being 229 feet South 79 degrees 48 minutes East from an iron pipe set in the ground in the 1640 foot contour line, said last described pipe being about 205 feet, more or less, from the present water line of the First Connecticut Lake, all as shown on said plan, the last described line recrossing the trail to Magalloway Mountain.

EXCEPTING AND RESERVING such tracts or parcels of land which have become islands in said First Connecticut Lake by raising the waters in said Lake to the 1660 foot contour line as established and determined by U.S.G.S. surveys of said town, and which were conveyed by said New Hampshire Company to said Trustees by deed dated March 21, 1932, recorded in Coos County Registry of Deeds, Volume 265, Page 313.

**EXHIBIT "A"**  
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Excepting and Reserving (continued)

EXCEPTING AND RESERVING the land in that part of Pittsburg known as the Township of Carlisle, situated on the east side of the Connecticut River lying between said River and the following described line:

Beginning at a monument set in the ground in the 1660 foot contour line as determined by the U.S.G.S. surveys, said monument being 1,000 feet southerly from the center line of the gate house in the present dam at the outlet of the First Connecticut Lake, all as shown on the plan hereinafter mentioned;

THENCE running South 27 degrees 12 minutes West, 6,039 feet, more or less, to a monument set in the ground in the 1500 foot contour line as determined by the U.S.G.S. surveys, and being part of the same premises conveyed to the Trustees of the Connecticut Valley Lumber Company by the New Hampshire Company by deed dated March 21, 1933, recorded in Coos County Registry of Deeds, Volume 265, Page 317.

EXCEPTING AND RESERVING the land situated in the Town of Pittsburg on the west side of the Connecticut River lying between said River and the following described line:

Beginning at a monument set in the ground at the corner of land now or formerly of William Huggins and land now or formerly of Frank W. Baldwin, said monument being 440 feet North 9 degrees 39 minutes West from a post set in the northerly side of the road leading from Pittsburg to the First Connecticut Lake, all as shown on said plan hereinafter mentioned;

THENCE running North 79 degrees 49 minutes East 1299 feet, more or less, to a monument set in the ground:

THENCE running North 30 degrees 21 minutes East 838.1 feet, more or less, to a monument set in the ground;

THENCE running South 82 degrees 01 minutes East 597 feet, more or less, to a monument set in the ground at the intersection of the 1660 foot contour line as determined by the U.S.G.S. surveys and the old road leading from the First Connecticut Lake to the Second Connecticut Lake, said point being 1,000 feet northerly from the center line of the gate house in the present dam at the outlet of the First Connecticut Lake, and being part of the same premises conveyed to the Trustees of the Connecticut Valley Lumber Company by the New Hampshire Company, by deed dated March 21, 1932, recorded in Coos County Registry of Deeds, Volume 265, Page 317.

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Excepting and Reserving (continued)

EXCEPTING AND RESERVING all the lands in the Town of Pittsburg conveyed to the Connecticut River Power Company by the New Hampshire Company by Indenture dated January 16, 1940, recorded in Coos County Registry of Deeds, Volume 308, Page 16, and described as follows:

The land in the vicinity of the outlet of the Second Connecticut Lake which lies between said Lake and the following described line, namely:

Beginning at a concrete monument set in the ground northwesterly of said Lake in said contour line at said assumed elevation of 1898.2 feet;

THENCE running South 2 degrees 57 minutes East 2050.4 feet to a concrete monument set in the ground at a corner of the first described strip of land this day conveyed by said New Hampshire Company to said Power Company;

THENCE continuing on the same course, crossing the highway from Pittsburg to Second Connecticut Lake, 163.75 feet to a concrete monument set in the ground, said monument being distant 300 feet South 76 degrees 07 minutes West from a copper bolt which is set in the northerly end of the new concrete dam across the outlet of said Second Connecticut Lake;

THENCE continuing in the same course, crossing the Connecticut River 498.05 feet to a concrete monument set in the ground at a corner of said first described strip of land this day conveyed by said New Hampshire Company to said Power Company;

THENCE continuing in the same course 4175.3 feet to a concrete monument set in the ground at a corner of the second described strip of land this day conveyed by said New Hampshire Company to said Power Company;

THENCE continuing in the same course, crossing Smith Brook 795.1 feet to a concrete monument set in the ground at a corner of the second described strip of land this day conveyed by said New Hampshire Company to said Power Company;

THENCE continuing in the same course 571.9 feet to a monument set in the ground southwesterly of said lake in said contour line at said assumed elevation of 1898.2 feet.

All the lands reserved to said Trustees of Connecticut Valley Lumber Company under said deeds, situated in the Town of Pittsburg on the Third Connecticut lake below a contour line 20 feet above the sill of the present dam at the outlet of the Third Lake, together with the strip of land on both sides of the Connecticut River below the contour line above described east from said Third Lake down the river to a point five hundred feet from said same, as described in that Deed from New Hampshire-Vermont Lumber Company to St. Regis Paper Company dated September 26, 1940 and recorded in Coos County Registry of Deeds, Volume 311, Pages 223-254, in paragraph h on page 252.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**Page 44 of 48**

Excepting and Reserving (continued)

EXCEPTING AND RESERVING, from the lands, rights and interest hereby conveyed certain lands (referred to in the deeds hereinafter mentioned as the "excepted lands"), reserved to the Trustees of the Connecticut Valley Lumber Company, their successors and assigns, in two certain deeds from said Trustees to the New Hampshire Company, being the deed dated March 3, 1927, recorded in Coos County Registry of Deeds, Book 239, Page 170, and confirmatory deed dated May 23, 1929 and recorded in Coos County Registry of Deeds, Volume 252 at Page 185, said lands, being described as follows:

All the lands reserved to said Trustees of Connecticut Valley Lumber Company under said deeds, situated in the Town of Clarksville on the southerly and easterly sides of the Connecticut River below the 1,500 foot contour line as determined by the U.S.G.S. surveyors of said Town; and

All the lands reserved to said Trustees of Connecticut Valley Lumber Company under said deeds, situated in that part of the Pittsburg known as the Township of Carlisle on the easterly side of the Connecticut River below the 1,500 contour line as determined by the U.S.G.S. Survey.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
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**TOGETHER WITH**

TOGETHER WITH the right to pass and repass over the dam at First Connecticut Lake, according to a deed from Connecticut Lakes Conservation Company to New Hampshire Company dated March 1, 1932, recorded in Book 265, Page 382.

ALSO TOGETHER WITH all the right, title and interest of the New Hampshire Company in and to the boathouses at First Connecticut Lake and at Second Connecticut Lake; the barn, garage and house at Idlewild on Second Connecticut Lake together with the land on which they stand; and the camps, on Third Connecticut Lake and the land on which they stand, which were reserved in deed from the New Hampshire Company to said Trustees dated March 21, 1932 recorded in Coos County Registry of Deeds, Volume 265, Page 321.

TOGETHER WITH those two ingress and egress easements set forth in that Right of Way Easement dated June 26, 1970 from Tabor and Eunice Gray and recorded Book 529, Pages 318-322, one providing access from the public portion of J. Young Road and the other providing access from the public portion of Tabor Road to Colebrook Academy Grant.

TOGETHER WITH that ingress and egress easement set forth in that Right of Way Easement from Albert Cloutier dated June 23, 1976 and recorded Book 588 Pages 213-214.

TOGETHER WITH that ingress and egress easement set forth in that Right of Way Easement from Albert Cloutier dated June 23, 1976 and recorded Book 588 Pages 215-216, providing access from the public portion of Day Road to State Lands.

**EXHIBIT “A”**  
**LEGAL DESCRIPTION**  
**Page 46 of 48**

Together With (continued)

ALSO TOGETHER WITH, all the right and privilege of the Grantor to utilize the rivers, streams and lakes on the lands situated in the Towns of Pittsburg and Clarkesville in the County of Coos, described as follows:

- (1) All those lands (sometimes referred to as “the seventeen parcels”) described in a certain deed conveying timber and other rights in said lands from the Trustees of the Connecticut Valley Limber Company to New Hampshire-Vermont Lumber Company dated March 3, 1927 and recorded in the Coos County Registry of Deeds, Volume 239, Page 164 and in a certain deed confirmatory thereof dated May 23, 1929 and recorded in the Coos County Registry of Deeds, Volume 252, Page 174;
- (2) All those lands described in a certain deed from the Trustees of the Connecticut Valley Lumber Company to New Hampshire-Vermont Lumber Company dated March 3, 1927 and recorded in the Coos County Registry of Deeds Volume 239, Page 170, and in a certain deed confirmatory thereof, dated May 23, 1929 and recorded in the Coos County Registry of Deeds Volume 252, Page 185; and therein excepted and reserved by said Trustees and therein referred to as the “excepted lands”;

TOGETHER WITH all the rights and privileges of the Grantor in said lands described in a certain deed from the Trustees of the Connecticut Valley Lumber Company to New Hampshire-Vermont Lumber Company dated March 3, 1927 and recorded in the Coos County Registry of Deeds Volume 239, Page 170, and in a certain deed confirmatory thereof, dated May 23, 1929 and recorded in the Coos County Registry of Deeds Volume 252, Page 185, for driving, booming and holding logs and for storing and piling logs, pulpwood and other forest products, as well as the right of access to said rivers, streams and lakes for such purposes and to cross said lands at suitable places and otherwise use them in connection with lumbering operations, provided such use of the river, streams and lakes, and said lands, shall not unnecessarily interfere with the use of the rivers, streams, lakes, and said lands, by said Trustees of the Connecticut Valley Lumber Company, their successor or assigns, for hydro-electric development, storage and transmission line purposes.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**Page 47 of 48**

Together With (continued)

TOGETHER WITH the crossing rights set forth in that certain Cross Rights Agreement dated August 5, 1986 and recorded at Book 694, Pages 247-250.

TOGETHER WITH the rights to define and establish a boundary line set forth in the Indenture by and between Connecticut River Power Company and St. Regis Paper Company dated November 27, 1951 and recorded in Book 392, Page 259.

TOGETHER WITH the rights to define and establish a boundary line set forth in the Indenture by and between Connecticut River Power Company and New Hampshire-Vermont Lumber Company and recorded in Book 308, Page 16.

TOGETHER WITH the right of way reserved in that Quit Claim Deed by Champion International Corporation to Champion Realty Corporation dated September 4, 1998 and recorded in Book 905, Page 585-615.

TOGETHER WITH the rights reserved in Quit Claim Deed dated October 4, 1935 by the New Hampshire-Vermont Lumber Company to the State of New Hampshire recorded in Book 284, Page 376, subject to State of New Hampshire and Department of Transportation police powers and authority pertaining to safe access including rights of flowage, rights to cross and re-cross the deeded lands and rights of reverter.

TOGETHER WITH the rights reserved in Quit Claim Deed dated August 7, 1942 by St. Regis Paper Company to The State of New Hampshire recorded in Book 323, Page 373, subject to State of New Hampshire and Department of Transportation police powers and authority pertaining to safe access including rights of flowage, rights to cross and re-cross the deeded lands and rights of reverter.

TOGETHER WITH the rights to the four (4) points of access reserved in that Corporation Quit Claim Deed dated May 22, 1991 by Champion International Corporation to The State of New Hampshire recorded in Book 781, Page 187, subject to State of New Hampshire and Department of Transportation police powers and authority pertaining to safe access.

TOGETHER WITH the rights of access to rivers, streams and lakes for driving, booming and holding logs as reserved by grantor in that Quit Claim Deed of New Hampshire-Vermont Lumber Company to William W. Brooks et al, Trustees under a Declaration And Agreement of Trust dated June 26, 1913 dated March 21, 1932 and recorded at Book 265, Page 309.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**Page 48 of 48**

Meaning and intending to convey a conservation easement over the premises conveyed to Grantor by Quitclaim Deed of SP FORESTS, L.L.C. dated March 21, 2002 and recorded with the Coos County Registry of Deeds at Book 990, Page 227, but EXCEPTING, from the premises described in and conveyed by such deed of SP Forests, L.L.C., the following interests:

(1) Those three certain parcels of land known as the Natural Areas consisting of 25,000 acres and being shown on a plan prepared by York Land Services, Company, entitled "Natural Areas Subdivision prepared for The Trust for Public Land, Pittsburg and Clarksville Townships, Coos County, New Hampshire", dated March 26, 2002 (the "Plan") and recorded at the Coos County Registry of Deeds as Plan # \_\_\_\_\_, which land was conveyed by the Trust for Public Land to The Nature Conservancy by deed dated March 27, 2002 and recorded at the Coos County Registry of Deeds in Book 996, Page 290 (the "Natural Areas Deed");

(2) That certain parcel of land consisting of 100.1 +/- acres and being shown on a plan prepared by York Land Services Company, entitled "Deer Mountain Campground Addition" dated November 12, 2002 (the "Campground Plan") and recorded herewith at the Coos County Registry of Deeds as Plan # \_\_\_\_\_ said land to be conveyed by deed of near or even date from the Trust for Public Land to the State of New Hampshire to be recorded in the Coos County Registry of Deeds (the "Deer Mountain Campground Deed");

(3) That certain parcel of land consisting of 8.45 +/- acres and being shown on a plan prepared by the State of New Hampshire entitled "Summit Lookout Tower Area, Magalloway Mountain, Subdivision of Tax Lot #26" dated May, 2003, and recorded herewith at the Coos County Registry of Deeds as Plan # \_\_\_\_\_, said land being conveyed by deed of near or even date from the Trust for Public Land to the State of New Hampshire to be recorded prior to this deed in the Coos County Registry of Deeds (the "Magalloway Tower Deed");

(4) Right of First Offer and First Refusal Agreement among the Grantor, the Grantee and the State of New Hampshire of near or even date to be recorded prior to this deed in the Coos County Registry of Deeds (the "Right of First Refusal");

The Premises is subject to those matters set forth on Exhibit B attached hereto and made a part hereof.

EXHIBIT B  
EXCEPTIONS

THE FOLLOWING ITEMS PERTAIN TO THE TOWN OF CLARKSVILLE PROPERTY

1. Subject to the terms, conditions and obligations of the owner of the Premises to maintain, and the indemnification and termination provisions as contained in that certain Easement by and between Champion International Corporation, and Albert Cloutier and Simonne Cloutier by instrument dated November 30, 1987 and recorded at Book 722, Pages 91-95. (This exception pertains only to the portion of the Premises which is created by this instrument).
2. Easement Deed for right-of-way along Deadwater Access Road including rights to build, maintain and travel along said right-of-way, from St. Regis Paper Company to Albert Cloutier dated June 8, 1976 and recorded at Book 588, Page 208. (Affects Lots 34 and 26 in the Town of Clarksville).
3. Terms, conditions and covenants as contained in Crossing Rights Agreement regarding land management and road maintenance by and between Champion International Corporation and Washburn Lumber Company by instrument dated August 5, 1986 and recorded at Book 694, Pages 247-250.
4. Right of way easement 66 feet in width including rights of repair and maintenance granted by Champion International Corporation to Albert Cloutier and Simonne Cloutier by instrument dated November 30, 1987 and recorded at Book 722, Pages 96-100. (Affects Lot 17 in the Third Tract of Ten Thousand Acres in the Town of Clarksville).
5. Town of Clarksville, notice of current land use taxation pursuant to N.H. RSA 79A as filed at Book 767, Page 7 on June 27, 1990 including 20% recreation adjustment. The provisions of N.H. RSA 79-A, current use law, provides for payment of a land use change tax upon any change of use of the subject property from a qualifying use to a non-qualifying use.

THE FOLLOWING ITEMS PERTAIN TO THE TOWN OF STEWARTSTOWN PROPERTY

6. Terms, conditions and covenants as contained in Crossing Rights Agreement regarding land management and road maintenance by and between Champion International Corporation and Washburn Lumber Company by instrument dated August 5, 1986 and recorded at Book 694, Pages 247-250.
7. Right of Champion Realty Corporation to use, in common with Champion International, that easement granted to St. Regis Paper Co. dated August 8, 1980 and recorded in Book 632, Page 112, said right being granted to Champion Realty Corporation by Instrument dated October 23, 1998 and recorded at Book 905, Page 268-269. Said easement provides access to Diamond Pond and burdens Lot 3 in Range 9 in the Town of Stewartstown. (Lot 3 in Range 9 in the Town of Stewartstown)

8. Terms, conditions and covenants as contained in Access and Utility Easement Agreement including ingress, egress, rights to install, maintain, operate, repair and replace power lines and poles, as set forth in that Deed from Champion International Corporation to Champion Realty Corporation by instrument dated October 23, 1998 and recorded at Book 905, Pages 270-280 and as corrected by instrument dated December 29, 1998 and recorded at Book 908, Pages 677-688.
9. Terms, conditions and covenants as contained in that Easement to provide the right of way for ingress and egress as set forth in that Quitclaim Deed from Champion International Corporation to Champion Realty Corporation dated September 4, 1998 and recorded at Book 905, Pages 585-615. (This exception pertains only to the portion of the Premises which are depicted on the Composite Plan prepared by York Land Services Co., entitled Sketch of SP Forests, LLC, prepared for Lyme Timber Company and The Trust for Public Land, dated February 4, 2002, Drawing No. 01-100, recorded March 27, 2002, at Plan Number 1790 in the Coos County Registry of Deeds.)
10. Excepting and reserving conditions set forth in Easement Deed of E. Hampton Roy and Mildred B. Roy to St Regis Paper Company by instrument dated August 8, 1980 and recorded at Book 632, Page 112 that "A condition of the easement is that this easement is not intended to be a public way. Maintenance as agreed to by both parties." (Pertaining to right of way as granted in deed of Champion Realty Corporation, dated December 31, 1999 and recorded at Book 915, Pages 55-59). Amendment to Easements between International Paper Company and Champion Realty Corporation by instrument dated July 11, 2001 and recorded at Book 967, Page 671.
11. Town of Stewartstown, notice of current land use taxation pursuant to N.H. RSA 79-A as filed at Book 614, Page 379 and Book 841, Page 378. The provisions of N.H. RSA 79-A, current use taxation law, provides for payment of a land use change tax upon any change of use of the subject property from a qualifying use to a non-qualifying use.

THE FOLLOWING ITEMS PERTAIN TO PITTSBURG PROPERTY

12. Terms and conditions of that Boundary Agreement by and between St. Regis Paper Company and Charles Chaloux dated September 9, 1942 and recorded at Book 323, Pages 139-140.
13. Electric Utility Easement from St. Regis Paper Co. to New England Te. & Tel. Company dated December 3, 1974 and recorded at Book 576, Page 11.
14. Private road easement from St. Regis Paper Company to Albert Cloutier dated June 8, 1976 and recorded at Book 588, Pages 211-212.
15. Terms, conditions and covenants as contained in Crossing Rights Agreement by and between Champion International Corporation and Washburn Lumber Company of New Hampshire dated August 5, 1986 and recorded at Book 694, Pages 247-250.
16. Right of way over the "Private East Inlet Access Road" as contained in Quitclaim Deed from Champion International Corporation to The Nature Conservancy dated April 27,

- 1987 and recorded at Book 711, Pages 634-639, for the purpose of biological and/or environmental study.
17. Two (2) right of ways as contained in Quitclaim Deed from Champion International Corporation to The Nature Conservancy dated October 1, 1990 and recorded at Book 772, Pages 292-297, said rights of way being for foot traffic only and exclude the use of motorized and mechanical access vehicles.
  18. The right to construct and maintain slopes and embankments beyond the limits of the land described, together with the right to construct and maintain drainage as shown on Plan of Pittsburg RS-277(7) -10077 from Champion International Corporation in favor of The State of New Hampshire as set forth in deed dated May 22, 1991 and recorded at Book 781, Page 187.
  19. Access and Utility Easement Agreement by and between Champion International Corporation and Champion Realty Corporation dated August 3, 1998 and recorded at Book 905, Pages 282-293.
  20. Terms and conditions defining and fixing the boundary lines as set forth in that Indenture by and between Connecticut River Power Company and St. Regis Paper Company dated November 27, 1951 and recorded at Book 392 Page 259 which establish a definite or fixed boundary line on the First Connecticut Lake in the vicinity of South Bay.
  21. Town of Pittsburg, notice of current land use taxation pursuant to N.H. RSA79-A as filed at Book 767, Page 10 dated June 27, 1990 and Book 781, Page 613 recorded August 14, 1991. The provisions of N.H. RSA 79-A, current use taxation law, provides for payment of a land use change tax upon any change of use of the subject property from a qualifying use to a non-qualifying use.
  22. Covenants and restrictions contained in easement deed of Connecticut Lakes Conservation Company to New Hampshire-Vermont Lumber Company dated March 1, 1932 and recorded at Book 265 Page 382, to the extent the same pertain to the right to pass and repass over the dam at First Connecticut Lake.
  23. Terms, conditions and right of way in deed of New Hampshire-Vermont Lumber Company to William W. Brooks, et al Trustees under a Declaration and Agreement of Trust dated June 26, 1913 dated March 21, 1932 and recorded at Book 265 Page 309 being the right to pass and re-pass with vehicles or otherwise over a strip of land 30 feet wide between land owned by said grantee at or near the outlet of the First Connecticut Lake and other land owned by said grantee in the vicinity of South Bay, so called of said lake.
  24. All right title and interest in and to those certain tracts of land situated in the town of Pittsburg which would be made or will become islands by the raising of the water of the First Connecticut Lake to the 1660 foot contour line as established by the U.S.G.S. surveys of said town also in and to any tracts or parcels of land that may now be islands in said lake, whether said tracts or parcels are natural islands or were

made by the raising of the water of said lake to its present height as set forth in deed of New Hampshire-Vermont Lumber Company to William W. Brooks, et al Trustees under a Declaration of Agreement of Trust dated June 26, 1913 dated March 21, 1932 and recorded at Book 265 Page 313.

25. Terms and conditions set forth in that Indenture by and between New Hampshire-Vermont Lumber Company and William W. Brooks, et al Trustees under a Declaration of Agreement of Trust dated June 26, 1913 dated March 1, 1932 and recorded at Book 265 Page 317 which established and set forth a definite or fixed boundary line on both sides of the Connecticut River below the outlet of the First Connecticut Lake.
26. Terms and conditions set forth in that Indenture by and between New Hampshire-Vermont Lumber Company and William W. Brooks, et al Trustees under a Declaration of Agreement of Trust dated June 26, 1913 dated March 1, 1932 and recorded at Book 265 Page 338 which established and set forth a definite or fixed boundary line in the vicinity of the South Bay, so called, of the First Connecticut Lake.
27. Right of way and easement the right to lay and maintain in and across the former Willis J. Danforth Farm, a pipe line together with a reservoir to carry and convey water together with the right to enter upon said former Danforth Farm to repair, cleanse, maintain and relay said pipe line, reservoir and sources of supply and to do any and all acts necessary for the proper maintenance of said water supply as set forth in deed of New Hampshire-Vermont Lumber Company to Pearley A. Terrill dated July 20, 1935 and recorded at Book 282 Page 250.
28. Terms and conditions Indenture made January 16, 1940 by and between Connecticut River Power Company and New Hampshire-Vermont Lumber Company and recorded at Book 308 Page 016 which established and set forth a definite or fixed boundary line in the vicinity of the outlet of the Second Connecticut Lake.
29. Terms and conditions contained in that Quit Claim Deed from the New Hampshire-Vermont Lumber Company to The State of New Hampshire dated October 4, 1935, recorded in Book 284, Page 376. (This exception pertains only to the rights which are created by this instrument.)
30. Terms and conditions contained in that Quit Claim Deed from St. Regis Paper Company to The State of New Hampshire dated August 7, 1942, recorded in Book 323, Page 373. (This exception pertains only to the rights which are created by this instrument.)
31. **Terms and conditions contained in that Corporation Quit Claim Deed from Champion International to The State of New Hampshire dated May 22, 1991, recorded in Book 781, Page 187. (This exception pertains only to the rights which are created by this instrument.)**
32. Permanent, non-exclusive right-of-way easement for ingress and egress including rights of use, construction and maintenance as set forth and reserved by SP Forest, L.L.C., its successors and assigns, over and across the premises to and from lands located in

Bowmantown, Maine, reserved in that New Hampshire Quit Claim Deed dated March 22, 2002 from SP Forests, L.L.C., a Delaware limited liability company, to The Trust For Public Land, a California public benefit corporation, recorded at Book 990, Page 227. (This exception pertains only to the rights which are created by this instrument.)

**EXHIBIT C**

**License No.** \_\_\_\_\_

**Name of Licensee**  
**Mailing Address**

**Telephone:** \_\_\_\_\_

**CONNECTICUT LAKES REALTY TRUST  
RECREATIONAL CABIN AND SITE LICENSE AGREEMENT**

Thomas R. Morrow and Stuart J. McCampbell, as Trustees of the CONNECTICUT LAKES REALTY TRUST u/d/t dated March 12, 2002, with a mailing address of c/o Lyme Timberlands, LLC, 23 South Main Street, 3<sup>rd</sup> Floor, Hanover, NH 03755 (“Licensor”), and \_\_\_\_\_, with an address at \_\_\_\_\_ (“Licensee”) enter and execute this Recreational Cabin and Site License Agreement (the “Agreement”) effective as of this \_\_\_ day of \_\_\_\_\_, 200\_\_.

IN CONSIDERATION of the payments to be made and the mutual covenants set forth herein, the parties agree as follows:

**1. DEFINITIONS:** As used herein the following terms shall have the following meanings:

- a. “Licensee” shall include the Licensee, its agents, employees, invitees, guests, family, contractors of others making or claiming entitlement to use the Licensed Site pursuant to this Agreement.
- b. The “Licensor” shall include Thomas R. Morrow and Stuart J. McCampbell, as Trustees of the CONNECTICUT LAKES REALTY TRUST, any trustee of such trust, its beneficiaries, the affiliates, parent, subsidiaries, managers, members, partners, officers and employees of each, and its contractors and agents.**
- c. **The “Licensed Site” shall mean the area of land described in Paragraph 2 of this Agreement.**
- d. **“Adjoining Land” includes all land whether owned by the Licensor or not which adjoins the Licensed Site, which is within reasonable proximity to the Licensed Site and which Licensee either uses for recreational purposes or traverses in gaining access to the Licensed Site from public roads.**

**2. DESCRIPTION OF THE LICENSED SITE**

**Project:** \_\_\_\_\_ **Site:** \_\_\_\_\_  
**Town:** \_\_\_\_\_ **County:** \_\_\_\_\_ **State:** NH

**Description:**

**3. TERM:** The term of this Agreement is **3 years** commencing May 1, 200 and ending April 30, 200 . At the expiration of said term, this Agreement shall terminate without notice to Licensee. If Licensee is not then in default, sixty days prior to termination of this Agreement, the Licensor shall deliver a new Agreement to Licensee for a successive term. If the Licensee does not execute and return such new Agreement prior to the termination of this Agreement, Licensee agrees to quit and deliver up the Licensed Site to the Licensor or its agent all as more fully set forth in Paragraph 13.

**4. FEES:** During the term of this Agreement, Licensee shall make annual license payments to the Licensor in accordance with the following schedule:

<i>LICENSE FEE</i>	<i>DUE DATE</i>	<i>PERIOD COVERED</i>
<u>\$ .</u>	<u>5/1/200</u>	<u>5/1/200 – 4/30/200</u>

In addition to the payments required above, Licensee shall reimburse the Licensor for any increase in taxes applicable to the Licensed Site resulting from any buildings or other improvements established on the Licensed Site by Licensee during the term of this License Agreement. Such sums shall be due within thirty (30) days of receipt of an invoice from the Licensor setting forth the tax increase applicable to the Land.

Licensee shall also pay to the Licensor the land tax assessment against the Licensor for the Licensed Site. Rent and land tax assessment shall be paid annually on the first day of May for the term of this Agreement.

**Licensee shall pay and discharge when due and payable, any and all taxes, charges, assessments, and other impositions levied upon the buildings, improvements, and fixtures on the Licensed Site. Failure of Licensee to pay such taxes and/or the imposition of a lien on the Licensed Site, or such buildings, structures, or improvements by any governmental authority or creditor as a result of such failure, shall constitute a default of this Agreement.**

**Payment for all amounts owed shall be paid within 30 days from the date. For all amounts paid between thirty and fifty-nine days of the due date, Licensee shall pay an additional \$25.00 processing fee in addition to the amounts prescribed above. For all amounts paid between sixty and eighty-nine days of the due date, Licensee shall pay an additional \$50.00 processing fee in addition to the amounts prescribed above. Upon non-payment for ninety days and any day thereafter, the Licensor may, at its sole discretion, terminate this Agreement in its entirety.**

**5. USE AND OCCUPATION OF LAND:** The Licensor hereby permits Licensee to enter upon, and to erect and occupy seasonal buildings and other improvements on the Licensed Site for the purpose of hunting, fishing, trapping and engaging in other outdoor recreation on the Licensed Site, but for no other purpose. Licensee shall not engage in any commercial activities on the Licensed Site, including receipt of compensation for guests staying there, and shall not engage in any use of the Licensed Site not specified herein without the prior written consent of the Licensor.

Unless otherwise provided in writing, neither the Licensed Site nor the camp thereon shall be used as a primary home or year-round residence.

Licensee will at all times during the term of this License observe and conform to all laws, ordinances, rules, and regulations now or hereafter made by any governmental authority, for the time being applicable to said Licensed Site and/or any buildings and improvements thereon, the Adjoining Land, or use thereof.

**6. ACCESS:** The Licensor hereby licenses Licensee to enter upon other land owned by the Licensor for the purpose of gaining access to the Licensed Site. Licensee shall have the right to use any open private road on other land of the Licensor while traveling to and from said Licensed Site, subject to those restrictions described in Paragraph 7.

In addition, the Licensor hereby licenses Licensee to enter upon land of the State of New Hampshire shown on Exhibit A for the purpose of gaining access to the Licensed Site. Licensee shall have the right to use any open road shown on Exhibit A while traveling to and from said Licensed Site, subject to those restrictions described in Paragraph 7.

Any license payment received by the Licensor is for the use of the Licensed Site only and is not to be construed as providing Licensee with any greater rights of access over the Licensor's property or property of the State of New Hampshire than is provided to the general public. Except, Licensee is entitled to thirty (30) days written notice prior to any annual anniversary date of this lease in order to terminate such access rights over the Licensor's property and the property of the State of New Hampshire shown on Exhibit A.

Licensee agrees that it travels over the roads and land of the Licensor and the roads and land of the State of New Hampshire at Licensee's own risk. Licensee shall indemnify, hold harmless, defend and reimburse the Licensor and the State from and against any and all claims, actions, suits, damages, liabilities, costs or expenses, including reasonable attorneys' fees, or any kind of nature whatsoever on account of injuries to or death of any person or damage to property arising out of the travel of Licensee over the land of the Licensor and the land of the State of New Hampshire.

**7. CONDITIONS:** Licensee shall comply with each and every condition set forth below. Where the conditions here differ from the requirements of a governmental jurisdiction, the more restrictive shall apply. Licensee shall not construct or establish on the Licensed Site any building or other improvements without the prior written consent of the Licensor. Licensee has sole responsibility to obtain all necessary permits at its own cost and expense from any governmental authority to place, construct, or maintain any buildings or other improvements on the Licensed Site.

The Licensor shall, at any time and in its sole discretion, have the right to make reasonable changes in or additions to these conditions, and any such changes or additions shall, upon written notice to Licensee, become a part of this Agreement.

A. **New Improvements:** Any new building, accessory structure, or other improvement constructed or placed upon the Licensed Site shall conform to all applicable laws and regulations and are subject to the approval process described in Paragraph 7C. No new improvement shall be located within 100 feet of the normal high water line of any lake, pond, or stream, or within 50 feet from the centerline of any roads.

Unless prior written approval by the Licensor is obtained, the construction of any buildings or other improvements on the Licensed Site shall be semi-permanent in nature, i.e., without a dug foundation. All buildings shall be of substantial construction and shall not be permanently faced with tar or roofing paper.

B. **Existing Improvements:** **Any renovation, reconstruction, or expansion of an existing improvement shall conform to all applicable laws and regulations, and be subject to the approval process described in Paragraph 7C.**

C. **Improvement Approval:** Licensee shall obtain written consent of the Licensor prior to any construction, reconstruction, or placement of permanent buildings or other improvements of any kind on the Licensed Site. The Licensor shall not give such consent until Licensee has supplied detailed improvement plans including the following:

- a statement of the intended use
- dimensioned sketches showing plan and vertical views of the proposed improvements
- a dimensioned sketch showing proposed improvement location and setback distances with respect to lot lines, shoreline, wetlands, gray water and waste disposal features, water source, driveway and parking area, and existing improvements.

The Licensor shall approve the proposed improvement provided that it meets the above standards and otherwise meets, in the Licensor's sole judgment, these development criteria: (1) compatible with the natural surroundings; (2) unobtrusive on the landscape; (3) modest in size (i.e. the aggregate footprint of the

impervious surfaces, inclusive of decks and other structures, shall not exceed 1,000 square feet in area and 25 feet in height, unless the impervious surfaces of existing improvements currently exceed such dimensions, in which case there shall be no further expansion of such improvements); (4) having low impact on the environment; and (5) not otherwise degrading special resource values. The Licensor may impose reasonable conditions on its approval of the proposed project in order to meet these criteria.

Once approval has been granted, the required permits must be obtained and a copy forwarded to the Licensor for their record keeping.

Failure to undertake the proposed activities in accordance with the approvals under this paragraph and all applicable laws and regulations shall constitute a default under this License Agreement.

- D. Tent Use: Tent platforms are viewed as permanent structures by regulatory authorities, and must meet setback and permit requirements.
- E. Use of Mobile Accommodations: Mobile homes and large motor homes/RV's shall not be used on the Licensed Site. Other mobile accommodations (small RV, travel trailer, truck camper, tent trailer) shall not be used as camp or accessory structures, and any other use of same (interim use during camp construction, or short term use by Licensee's guests) must meet regulatory requirements.
- F. Sanitary Waste and Gray Water Disposal: The construction, expansion, use, and maintenance of any sanitary waste facilities or gray water system on the Licensed Site must comply with State Plumbing Codes and regulations. Any construction, reconstruction or placement of these must meet the approval and other requirements of paragraph 7C. No drains, sewers, or wastewater outlets shall empty on the surface of the ground or empty into any lake, pond, bog or stream.
- G. Water Supply: Licensee may drill a well on the Licensed Site at Licensee's sole expense. Any such well shall be drilled only after Licensee has obtained all applicable permits from State, County or local authorities, and any such well shall be located, constructed and operated in strict compliance with all applicable statutes and ordinances.
- H. Road Construction / Maintenance: Licensee shall not build any road, driveway or associated parking area without the prior written consent of the Licensor. Construction shall be at Licensee's expense.

If Licensed Site is accessible by automobile, Licensee must provide an on-lot or off-lot parking area in a manner to avoid obstruction of any road open to travel.

Road maintenance (including snow plowing) on the Licensor's land or on nearby land of the State of New Hampshire will be performed only as necessary for the Licensor's business operations and the State's operations. Maintenance of any road is not implied and should not under any circumstances be expected. However, when the Licensor ceases to maintain a road it owns necessary for Licensee's access to the Licensed Site, Licensee may maintain said road with permission of the Licensor.

- I. Road Use: The Licensor and the State retain the right to close, lock, or otherwise restrict access along, through, or over roads, gates, or rights of way under their control at any time during periods of saturated road conditions or high fire danger, or when business operations make traveling hazardous in the opinion of the Licensor or the State, or for other purposes deemed necessary by the Licensor or the State.
- J. Gates: No gate shall be installed without prior written consent of the Licensor and the State, and **under no circumstances shall cables or chains be used to restrict access**. Any consented gate will be erected at Licensee's expense and both gate design and locks and keys must conform to the Licensor's and the State's standards.

Except for the above provision, Licensee shall not restrict passage over existing roads or rights of way by any means, including locking, closing, or erecting barriers.

- K. Utilities: The expansion of public utilities systems into areas not currently serviced will not be allowed. Any additional connections to existing systems must be approved in writing by the Licensor and will be at Licensee's sole cost and expense.
- L. Housekeeping: Licensee shall maintain all buildings and other improvements located on the Licensed Site during the term of this License Agreement in sound, safe and proper order. Failure to maintain the Licensed Site to acceptable standards of neatness and cleanliness, in the sole judgment of the Licensor, shall constitute a default under this Agreement.

Licensee shall dispose of all garbage, trash, and other solid waste by removing all such material from the property and depositing same at an approved facility maintained for such purpose at sole cost to Licensee. Notwithstanding any prior practice, positively no disposal shall take place on or in any land or waters of the Licensor, the State, or neighboring owners.

Any building materials shall be stored in an orderly fashion. Only those materials needed for work in progress shall be stored on the Licensed Site. When work is completed, materials and construction debris shall be removed in a timely manner.

No unregistered vehicles shall be stored on the Licensed Site or any other land of the Licensor. Any unauthorized vehicle shall be removed at the expense of Licensee.

The Licensor shall inspect the Licensed Site periodically to monitor Licensee's compliance with the provisions of this Paragraph.

- M. Hazardous Materials: No combustible or hazardous materials or substances shall be kept on the Licensed Site, except that Licensee may keep reasonable quantities of those materials commonly used for ordinary household purposes or recreational activities, provided they are stored, used, and ultimately disposed of in a lawful manner.
- N. Landscaping: Licensee shall not cut, use or remove any timber, trees, wood or other forest products on the Licensed Site and Adjoining Land for any purpose including firewood, except for clearing activity done in accordance with an approved building permit, without prior written permission. Licensee shall take all reasonable precautions to prevent unauthorized persons from doing any cutting or destruction of live trees or other plant growth on the Licensed Site or Adjoining Land. Debris from authorized cutting shall not be piled off lot, within 100 feet of any water body, or within fifty feet of the centerline of any roads. Removal of dead or hazardous problem trees from the Licensed Site shall be coordinated with the Licensor's representative and accomplished at Licensee's expense.

Licensee shall not introduce any non-native plant or animal species, except for domestic pets that will be properly restrained, or any invasive plant or animal species on the License Site or Adjoining Land. "Non-native" means species that do not naturally occur on the Adjoining Land or in the northeastern United States. This prohibition applies to all plant species including grass seed, ornamental plants, shrubs, trees, and vegetables.

Any earth or soil removal or relocation by any means is prohibited without permission of the Licensor. State laws strictly regulate any shoreline alteration or improvements such as docks, piers, beaches, dredging or filling that could affect water quality or wildlife habitat. Licensee shall not make such alterations or improvements without obtaining the Licensor's permission and complying with said laws.

No fences are allowed without approval of the Licensor.

- O. State Recreational Use Laws: Licensee shall fully comply with all State statutes, rules, and regulations dealing with fishing, wildlife, and recreational use of public and private property. The Licensor requires

cooperation with the State of New Hampshire Department of Resources and Economic Development and the Fish and Game Department in the enforcement of public safety and the protection of resources.

- P. Fire Prevention: All chimneys shall be equipped with adequate spark arrestors. The opening of any chimney shall be at least 3 feet horizontally and 10 feet vertically from any overhanging tree.

Outdoor fires are prohibited unless written landowner permission and a fire warden permit are obtained. No incinerators shall be permitted on Licensed Site.

- Q. Fire and Vandalism: Licensee shall use every precaution to prevent damage to the timber, trees, wood and other forest products on the Licensed Site, Adjoining Land and improvements thereon from fire, vandalism, or malicious mischief. Licensee shall take all reasonable action to suppress any fire, which occurs on the Licensed Site or Adjoining Land and shall immediately report fire or other damage to the Licensor and appropriate authorities.

Licensee shall be liable to the Licensor for any damages incurred by the Licensor as a result of any fire caused by Licensee.

- R. Firewood: Licensee shall have the right to utilize dead and down timber on the Licensed Site solely for use as fuel wood on the Licensed Site. Salvage firewood permits dealing with dead and down trees or logging yard waste may be obtained at the office of the Licensor.

- S. Restricted Use of Licensed Site and Adjoining Land: Licensee shall not hunt on any part of the Land or Adjoining Land where logging or other forestry operations are in progress. Licensee shall not use snowmobiles on any plowed roads or tree plantations located on the Land or Adjoining Land. Licensee shall not use all-terrain vehicles (ATV's) on roads, the Land, or Adjoining Land.

Licensee shall not interfere with logging or other forestry operations on the Licensed Site or Adjoining Land by, for example, blocking roads with vehicles or causing damage to roads by driving over them during adverse climactic conditions. Licensee shall not interfere or meddle with any of the Licensor's property, including, but not limited to, any cut wood fiber, logging equipment, dams, boats, tools, signs, notices, utility lines, communication towers, or other property of the Licensor or its agents, employees, lessees or licensees, whether on the Licensed Site or Adjoining Land, and Licensee shall prevent such interference by any invitees, guests, employees or agents of Licensee.

Licensee shall be liable for all damage caused by Licensee to the Licensed Site, Adjoining Land, the State's property, the Licensor's property and its operations and any damage caused by Licensee shall be an event of default under this Agreement. Licensee shall reimburse the Licensor for the costs and losses associated with any such damage or interference.

Monumentation indicating boundaries of the Licensed Site shall not be disturbed in any way.

- T. Nuisance Behavior: Licensee shall not engage in any noxious, dangerous, or offensive activity or any activity that may be or result in a nuisance to other persons lawfully present on land of the Licensor, or any activity that may result in a diminution in the value of the Licensor's land.
- U. Right to Pass: The rights granted to Licensee pursuant to this License Agreement shall not in any way affect the right of the Licensor to enter upon, use and enjoy the Licensed Site at any and all times for any business purpose, including forestry, land management, timber harvesting, road construction, maintenance and the like. To the extent that any portion of the Licensed Site is claimed to be situated within fifty feet of the centerline of any road, the parties acknowledge the right of the State of New Hampshire to enter upon and use such portion of the Licensed Site for road repair, reconstruction and maintenance. The Licensor shall have the right to enter upon the Licensed Site, the buildings, and/or other improvements located thereon for any purpose, including inspection of the Licensed Site, buildings and/or other improvements or in the event of an emergency. Licensee acknowledges that the Licensor's and the State's activities may affect the Licensee's

enjoyment of the Licensed Site, and Licensee expressly consents to such activities and in particular any visual, noise and/or aesthetic impacts.

**8. ENCUMBRANCES:** Licensee shall not at any time mortgage or otherwise encumber the Licensed Site. However, nothing contained herein shall prevent Licensee from giving a mortgage on buildings and improvements erected by Licensee; provided however, that under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the Licensor hereunder, particularly with reference to termination of this lease and regaining possession of the leased property upon termination. Any mortgagee or creditor of Licensee shall be limited to the same rights of Licensee, which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance.

**9. WORKING FOREST:** Licensee hereby acknowledges as follows:

- A. That Licensor is engaged in land management for a variety of commercial and recreational purposes including, but not limited to, the commercial growing and harvesting of wood fiber from its timberlands, including those timberlands adjacent to the Licensed Site;
- B. That the commercial growing and harvesting of wood fiber involves activities such as road and trail building, surveying, inventorying, precommercial thinning, spraying of both herbicides and insecticides, fertilization and commercial harvesting operations;
- C. That above mentioned commercial forestry operations may involve the use of equipment including, without limitation, skidders, graders, trucks, bulldozers, airplanes, helicopters, delimiters, and chainsaws;
- D. That the removal of wood fiber may involve the use of the road and/or trail network serving the Licensed Site; and
- E. That the State is permitted to allow access by the public to and across the Licensor's lands, except on the Licensed Site.

Licensee, in recognition of A through E above, hereby consents to such activities and in particular any visual, noise and/or aesthetic impacts, and hereby covenants that Licensee will not, in any manner, interfere with the Licensor or the public's activities on other lands owned by the Licensor.

**10. TRANSFERS AND ASSIGNMENTS:** Licensee shall not transfer, assign or otherwise encumber this License Agreement or any rights arising hereunder without the prior written consent of the Licensor. In approving any assignments or transfers hereunder, the Licensor may require the transferee or assignee to pay to the Licensor an additional administrative processing fee not to exceed fifty percent (50%) of the annual lease fee for this License Agreement in the year the transfer or assignment is approved by the Licensor. The Licensor may transfer or assign this License Agreement at any time for any reason. In addition to the above, upon issuing an assignment, Licensee shall pay to the Licensor a one-time administrative fee of \$\_\_\_\_\_.

**11. TERMINATION WITHOUT CAUSE:** Licensor reserves the right to terminate this License Agreement, for any reason and without cause, upon providing Licensee 60 days advance written notice. In the event of termination without cause, Licensor shall refund such portion of the current lease payment relative to the amount of time still remaining for said paid period.

**12. DEFAULT/TERMINATION FOR CAUSE:** If Licensee shall fail to pay the rent as provided herein, or shall fail to pay all taxes, charges and assessments as provided herein, or shall fail to comply with any of the conditions or regulations of this lease or any subsequent reasonable changes in or additions to said regulations imposed pursuant to Paragraph 7 hereof, the Licensor need not make demand of the actual rent due and shall have the right at its option at any time thereafter to terminate this License, re-enter and take possession of the Licensed Site after giving (30) days advance notice in writing to Licensee. If, during said thirty (30) day period, after receipt of notice of termination from the Licensor, Licensee shall cure any default, the notice to terminate shall automatically be vacated, otherwise the same shall remain in full force and effect. Such right of termination shall be in addition to any other rights or remedies, which the Licensor may have at law. No waiver by the Licensor of any default shall

operate as a waiver of any other default or of the same default on a future occasion. In the event of a termination for cause, the Licensor shall not be liable to refund to Licensee any payments made by Licensee hereunder.

**13. OWNERSHIP OF BUILDING AND OTHER IMPROVEMENTS:** Any buildings or improvements presently located on the Licensed Site or subsequently established on the Licensed Site by Licensee during the term of this Agreement shall become the property of the Licensor upon termination of this Agreement unless removed by Licensee not later than sixty (60) days following termination of this Agreement. If Licensee removes any buildings or improvements on the Licensed Site, Licensee shall restore the Licensed Site to a condition satisfactory to the Licensor, or the Licensor may restore the Licensed Site to a satisfactory condition and Licensee shall reimburse the Licensor for any costs associated with such restoration.

**14. HOLD HARMLESS AND INDEMNIFICATION:** Licensee shall indemnify, hold harmless, defend and reimburse the Licensor generally, and the State when the Licensed Site or improvements encroach upon the State's roads and lands, from and against any and all claims, actions, suits, damages, liabilities, costs or expenses, including reasonable attorneys' fees, or any kind of nature whatsoever on account of injuries to or death of any person or damage to property arising out of any act or omission of Licensee in its use of the Licensed Site or Adjoining Land.

**15. CONDEMNATION:** If at any time during the term of this License, the Licensed Site shall be taken or condemned by any authority having the power of eminent domain, this License shall terminate and Licensee shall thereupon be relieved of further performance hereunder. If a material part, but not all of said property, shall be so taken or condemned, Licensee shall have the option to surrender this lease and be relieved of further performance hereunder, or Licensee may elect to remain in possession of the remaining portion of the Licensed Site, in which event the fixed rent herein provided shall continue to be paid by Licensee in an undiminished amount. Licensee shall have the right to assert a claim against said condemning authority for loss of any of Licensee's improvements caused by said taking, but Licensee shall have no claim for damages for loss of Licensee's leasehold interest in the Licensed Site, and except for such loss of improvements, Licensee shall have no claim against any award to the Licensor made as a result of any such taking.

**15. NOTICES AND PAYMENT:** Any notice required to be given hereunder shall be either mailed, certified mail return receipt requested, or personally delivered, via U.S. mail, postage prepaid, to the Licensee or the Licensor at their respective addresses listed on page 1 of this License Agreement. Notice shall be deemed given on the day it is received. Payment of fees shall be made by check or money order to the Licensor and shall be delivered to or mailed by regular first class mail to the Licensor's address set forth on page 1 of this License Agreement.

**16. INSURANCE:** In the event the Licensor shall so require in writing, Licensee shall take out and maintain during the term of this License Agreement, automobile, personal injury and property damage liability insurance covering its use of the Licensed Site and the Adjoining Land and the use of vehicles on, to and from the Licensed Site, and the enjoyment of all the rights in and to the Licensed Site granted in this License Agreement in an amount satisfactory to the Licensor. Certificates indicating the amount of such coverage shall be presented to the Licensor within thirty (30) days of any such request and shall provide at least thirty days' written notice to the Licensor in the event of cancellation, termination or other material change in the scope of such insurance coverage. Such policies of insurance shall name the Licensor as an additional insured. To the extent that insurance shall be required by the Licensor, the State shall be a certificate holder if portions of the Licensed Site and any improvements encroach upon the State's roads and lands.

**17. NO WARRANTIES:** The Licensor hereby makes no express or implied warranties to Licensee as to the Licensor's right, title or interest in the Licensed Site and Adjoining Land or as to the adaptability or suitability of the Licensed Site or Adjoining Land for the uses set forth herein.

**18. ENTIRE AGREEMENT:** This License Agreement supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. Any modification or addition to this License Agreement shall be in writing and duly executed by the parties hereto.

**19. MISCELLANEOUS:** All of the above respective covenants, obligations, representations, warranties and indemnities of the parties hereto shall be binding upon the heirs, successors, executors, administrators and assigns of

the parties hereto and shall continue in full force and effect for the duration of this License Agreement and, where applicable, shall survive the termination of this License Agreement.

**20. NON WAIVER OF RIGHTS:** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this License, or to take advantage of any right hereunder, shall not be construed as a waiver of any such provision nor the relinquishment of any such rights, but the same shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

**WITNESS:** **Thomas R. Morrow and Stuart J. McCampbell, as trustees of the CONNECTICUT LAKES REALTY TRUST**

\_\_\_\_\_ BY: \_\_\_\_\_  
*Authorized Agent*

**WITNESS:** Licensee (s):

\_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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**EXHIBIT D**

**MAP OF DESIGNATED ROADS**

**LOCATED IN A SEPARATE PDF FILE**