

THIS IS A NON-CONTRACTUAL
CONVEYANCE PURSUANT TO NEW
HAMPSHIRE RSA 78-B:2 AND IS
EXEMPT FROM THE NEW HAMPSHIRE
REAL ESTATE TRANSFER TAX.

CONSERVATION EASEMENT DEED

The TOWN OF CANDIA, a municipal corporation, having a mailing address of 74 High Street, Town of Candia, County of Rockingham, State of New Hampshire (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

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

BEAR-PAW REGIONAL GREENWAYS, a New Hampshire not-for-profit corporation, situated in the County of Rockingham, State of New Hampshire, with a mailing address of P.O. Box 19, Deerfield, New Hampshire 03037 (hereinafter referred to as the "Grantee", which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the CONSERVATION EASEMENT (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property"), being unimproved land consisting of approximately 82 acres situated on Deerfield Road (A/K/A NH Route 43) in the Town of Candia, County of Rockingham, State of New Hampshire, as shown on a plan entitled "Subdivision Plan Assessor's Map 401 Lot 1 Land of Mary Girard", dated April 21, 2003 prepared by James E. Franklin, L.L.S., said plan being recorded in the Rockingham County Registry of Deeds as Plan #D-30801, and more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

1. PURPOSES

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

A. The enhancement and enlargement of 9,400 acres of protected land that is near by the Property, said other land including Bear Brook State Park, and the protection of additional land within an 18,000-acre unfragmented habitat block;

B. The preservation and conservation of open spaces, particularly the conservation of the productive forestland and wetland of which the Property consists and of the wildlife habitat

thereon, and the long-term protection of the Property’s capacity to produce economically valuable agricultural and forestry products;

- C. The scenic enjoyment of the general public, including 522 feet of undeveloped road frontage on Deerfield Road;
- D. The preservation of the quality of groundwater and surface water resources on and under the Property;
- E. The preservation of the land and a section of the North Branch River of which it provides access and on which it fronts, subject to the Easement granted hereby for outdoor recreation by and the education of the general public; and

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2004 Master Plan of the Town of Candia, which includes among its goals the following:

- The responsible stewardship and sustainable use of Candia’s natural resources in a manner that protects and enhances the town’s natural environment for the benefit of current and future generations;
- Encourage an integrated land protection strategy that links the most sensitive areas of town to protect fragile and other important features, including groundwater resources, surface waters and important wildlife habitat, forest blocks of un-fragmented areas > 500 acres, recreation resource lands (near villages), and greenways (including Bear Paw Regional Greenway) through land acquisition/conservation, education, application of “best management practices”, and/or “low-impact development” strategies;

and, with the clearly delineated open space conservation goals and/or objectives as stated in the 2001 Open Space Plan of the Town of Candia, which includes among its goals the following:

- To preserve Candia’s scenic beauty, rural character and significant natural and cultural resources today and for future generations;
- To protect and preserve remaining open space, including agricultural land, forested land, wildlife habitat, and recreational land;
- To protect and manage for sustainability the Town’s natural resources...;
- To protect environmentally sensitive areas in the Town, including watersheds, aquifers, floodplains, wetlands and steep slopes;

and, with New Hampshire RSA Chapter 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.

These purposes and the characteristics of the Property are also consistent with the conservation

goals of the Grantee, including:

- The protection of conservation land within large contiguous blocks of unfragmented lands in southeastern New Hampshire;
- The protection of prime agricultural soils and forestland;
- The protection of surface waters, groundwater and wetlands; and
- The protection of habitat for native plant and animal species.

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

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

2. USE LIMITATIONS (Subject to the Reserved Rights specified in Section 3, below.)

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry, including timber harvesting, as described below, and provided that the capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, and except as further specified below, “agriculture” shall include orchard, animal husbandry, floricultural, and horticultural activities; the production of plant and animal products for domestic or commercial purposes; and the cutting and sale of products produced on the Property of the Grantor (such as pick-your-own fruits and vegetables and maple syrup), including the sale of products which are produced locally (such as fruits, vegetables, maple syrup and small craft items), provided that all the products produced on the Premises make up at least 35% of the revenue of any farm stand, all as not detrimental to the purposes of this Easement.

ii. For the purposes hereof, "forestry" shall include the growing, stocking, cutting and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; those forest practices employed primarily to enhance or protect wildlife habitat; the construction of roads or other access ways for the purposes of removing forest products from the Property and for improving noncommercial recreation opportunities; and the processing and sale of products produced on the Property, such as Christmas trees and maple syrup.

iii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with the then-current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, USDA Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. No management activity shall be undertaken in a manner that is detrimental to the Purposes of this Easement, nor materially impairs the scenic quality of the Property as viewed from Deerfield Road or the North Branch River.

iv. Forestry shall be carried out in accordance with all applicable local, state and

federal laws and regulations, and, to the extent reasonably practicable, 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 on Timber Harvesting Operations in New Hampshire* (J.B. Cullen, 1996), *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (New Hampshire Forest Sustainability and Standards Work Team, 1997) or similar successor publications.) Forestry shall be performed, to the extent reasonably practicable, in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement:

- Maintenance of soil productivity;
- Protection of water quality, wetlands and riparian areas;
- Maintenance or enhancement of wildlife habitat;
- Maintenance or enhancement of the overall quality of forest products;
- Maintenance or enhancement of scenic quality;
- Protection of unique or fragile natural areas;
- Protection of unique historic or cultural features; and
- Conservation of native plant and animal species, and natural communities.

v. Forestry on the Property shall be performed in accordance with a written forest management plan prepared by a forester licensed by the State of New Hampshire. Should such licensed professionals not exist, said plan may be prepared by another similarly qualified person, said person approved in advance and in writing by the Grantee. The plan shall include a statement of landowner's objectives and specifically address the long-term protection of those values for which this Easement is granted, as described in Section 1, above. Said plan shall have been prepared not more than ten (10) years prior to the date that any harvesting is expected to commence, or shall have been reviewed and updated as required by said forester at least thirty (30) days prior to said date.

vi. At least thirty (30) days prior to the commencement of commercial harvesting activities, the Grantor shall submit a written certification to the Grantee, signed by a licensed professional forester or other qualified person, said other person to be approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. The Grantee may request the Grantor to submit the plan itself to the Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forestry activities in compliance with this Easement, and that the actual activities on the Property will determine compliance therewith.

vii. Commercial timber harvesting shall be conducted in accordance with said management plan and be prepared and supervised by a licensed professional forester or other qualified person, said other person to be approved in advance and in writing by the Grantee.

B. The Property shall not be subdivided. The Grantor further covenants and agrees not to undertake any action that would have the effect of subdividing or conveying any part of the Property.

C. No structure or improvement, including, but not limited to, a dwelling (permanent,

seasonal or temporary), any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, telecommunications and/or wireless communications facility, tower, windmill, or mobile home, shall be constructed, placed or introduced onto the Property. However, ancillary structures and improvements, including, but not limited to, a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and, for forestry uses, consistent with the forest management plan required in Section 2.A.v, above, and provided that they are not detrimental to the Purposes of this Easement. No ancillary structure or improvement not detailed in the forest management plan may be constructed, placed or introduced onto the Property without the prior review by and written approval of the Grantee.

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

i. Are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property, and for forestry uses, consistent with the forest management plan required in Section 2.A.v, above;

ii. Do not harm state or federally recognized rare, threatened or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. No outdoor advertising structures such as signs, billboards, or kiosks shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, water, or other similar materials from the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A, C, D, or E, above.

G. There shall be no dumping, injection, burning, or burial of manmade materials or materials then known to be environmentally hazardous.

H. There shall be no posting to prohibit the public from accessing and using the forested portions of the Property, through the auspices of the Grantee, for traditional, daytime, non-motorized, noncommercial, non-intensive outdoor recreational purposes.

3. RESERVED RIGHTS

A. The Grantor reserves the right to construct and maintain a parking area up to 4,000 square feet in size within 100 feet of the property line on Deerfield Road.

B. The Grantor reserves the right to construct and maintain a structure, in the vicinity of the parking area permitted in Section 3.A., intended to further the accomplishment of the non-commercial outdoor educational or recreational uses of the Property, provided that its construction and required maintenance are not detrimental to the Purposes of this Easement. Construction shall proceed only with the prior review by and written approval of the Grantee, which shall not be unreasonably withheld.

C. The Grantor reserves the right to have professionally conducted archaeological activities conducted on the Property, including without limitation, survey, excavation and artifact removal, following submission of an archaeological field investigation plan to, and its approval in writing by, the State Archaeologist of the New Hampshire Division of Historic Resources (or appropriate successor official), with written notice to the Grantee and the Executory Interest Holder. Any such archaeological investigations shall be conducted by qualified individuals who meet the Secretary of Interior’s Professional Qualification Standards for Archaeology, or subsequent standards. Any area disturbed by any such activities shall be restored to substantially its prior condition within nine (9) months after such activities cease.

D. These provisions are an exception to Section 2, above.

E. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing no later than ten (10) days before the transfer of title to the Property.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS, BURDENS AND ACCESS

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

such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Property and all of its parts to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

C. The Grantee has the right to install and maintain small unlighted signs visible from public vantage points and along boundary lines for the purpose of identifying the Grantee and informing the public and abutting property owners that the Protected Property is under the protection of this Easement.

6. ALTERNATE DISPUTE RESOLUTION

A. The Grantor and the Grantee desire that issues arising from time to time concerning prospective uses or activities in light of the conservation purposes of this Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if a party becomes concerned about the consistency of any proposed use or activity with the purposes of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution.

B. If informal dialog does not resolve the issue, and the Grantor agrees not to proceed with the proposed use or activity pending resolution of the on-going dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall agree on a single impartial mediator who shall be an attorney licensed to practice law in the State of New Hampshire or an experienced land use or land conservation professional, both of whom must have experience with conservation easements and training in mediation. Each party shall pay its own attorneys' fees, and the costs of mediation shall be split equally between the parties.

C. If the dispute has not been resolved by mediation within sixty (60) days after delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then, upon the Grantor's continued agreement not to proceed with the disputed use or activity pending resolution, either party may refer the dispute to binding arbitration by request made in writing and in accordance with New Hampshire RSA 542. Within thirty (30) days of receipt of such a request, the parties shall select a single impartial arbitrator to hear the matter. The arbitrator shall be an attorney licensed to practice law in the State of New Hampshire with experience in conservation easements and applicable training and experience as an arbitrator. Judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction. The arbitrator shall be bound by and follow the substantive law of the State of New Hampshire and the applicable provisions of the US Internal Revenue Code. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing.

D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable

to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.

E. Notwithstanding the availability of mediation and arbitration to address disputes concerning the consistency of any proposed use or activity with the purposes of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section 6.

7. BREACH OF EASEMENT – GRANTEE’S REMEDIES

A. If the Grantee determines that a breach of this Easement has occurred or is threatened, whether by a third party or the Grantor, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure said breach, and, where the breach involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Grantee. Such notice shall be delivered in hand or by certified mail, return receipt requested.

B. If the Grantor fails, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, to undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage to the Property caused thereby, or fails to continue diligently to cure such breach until finally cured, the Grantee shall undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

C. The Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic or environmental values. Without limiting the Grantor’s liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this Section 7 without prior notice to the Grantor or without waiting for the period provided for cure to expire.

E. The Grantee’s rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this Easement. The Grantor agrees that the Grantee’s

remedies at law for any violation of the terms of this Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in Section 7.B, above, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. All reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by the Grantor's breach of this Easement, shall be borne by the Grantor, provided that the Grantor is directly or primarily responsible for the breach; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs.

G. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches, estoppel or prescription.

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

I. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section 7, against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

8. DISCRETIONARY CONSENT

A. The Grantee's consent for activities otherwise prohibited herein may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in Section 2 are deemed desirable by the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purposes of this Easement. The Grantee may give its permission only if it determines, in its sole discretion, that such activities (i) do not violate the Purposes of this Easement and (ii) either enhance or do not impair any significant conservation interests associated with the Property.

B. Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities, not provided for above.

9. NOTICES

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

10. SEVERABILITY

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

11. SEPARATE PARCEL

The Grantor agrees that for the purpose of determining compliance with any present or future regulation (other than those governing N.H. Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (within this Section referred to as "legal requirements") of the Town of Candia, the State of New Hampshire or any other governmental unit, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback, or other dimensional standard applicable to such land.

12. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of condemnation or exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking or lawful sale with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in that part of the

Property condemned on the date of condemnation. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee'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 hereby. The value of the Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation

C. The Grantee shall use its share of the proceeds on a conservation project in the Town of Candia and approved by the Candia Conservation Commission in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

13. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A, above, accepts and records the additional easement.

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2008.

Town of Candia, Board of Selectmen
Duly Authorized

Town of Candia, Board of Selectmen
Duly Authorized

Town of Candia, Board of Selectmen
Duly Authorized

Town of Candia, Board of Selectmen
Duly Authorized

Town of Candia, Board of Selectmen
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____, SS

On this _____ day of _____, 2008, before me the undersigned officer, personally appeared the Town Officials who acknowledged the foregoing to be their voluntary act and deed for the purposes therein contained.

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

ACCEPTED: BEAR-PAW REGIONAL GREENWAYS

By: _____

Title: _____
Duly Authorized

Date: _____

By: _____

Title: _____
Duly Authorized

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, 2008, before me the undersigned officer, personally appeared _____ and _____ who acknowledged themselves to be officers of Bear-Paw Regional Greenways, and acting in said capacity, and being authorized so to do, executed the foregoing instrument on behalf of Bear-Paw Regional Greenways as its voluntary act and deed for the purposes therein contained.

Before me, _____

Justice of the Peace/Notary Public

My commission expires: _____

Appendix A