

**Temporary Access Agreement
Muchyedo Banks Wildlife Management Area
Canterbury, New Hampshire**

This agreement made this 22nd day of July, 2021 by and between LEONARD GILES, land owner (hereinafter referred to as GILES) and The State of New Hampshire, Fish & Game Department (hereinafter referred to as F&G).

Whereas, F&G is the owner of land known as the Muchyedo Banks Wildlife Management Area (hereinafter referred to as WMA) in Canterbury, New Hampshire, located off and accessed from Riverland Road; and

Whereas, GILES is the owner of land adjacent to and only accessible through the WMA (hereinafter referred to as the GILES land); and

Whereas, GILES desires use of access roads through the WMA by his contractor SKR Site Services, Inc of Franklin, NH (hereinafter referred to as the CONTRACTORS) to temporarily access the GILES property to facilitate demolition and removal of buildings and associated debris from the GILES property; and

Whereas, F&G and GILES wish to memorialize certain conditions of use of the WMA by GILES and his CONTRACTORS mutually agreed upon and designed to protect the WMA from damage;

THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained the parties agree as follows:

1. The period of use shall be from the date of execution through December 31, 2021.
2. GILES and his CONTRACTORS shall limit their use of the WMA to the access roads delineated in the map attached as Appendix A. No other access roads are allowed for use.
3. CONTRACTOR use of the access roads is limited to the following equipment:

Cat 303.5, L-7.25', W-5.83', H-8.17' Lbs-8200. **Kioti DK5310**, L- 11.19', W- 6.17', H- 7.93', Lbs-3851.5. **Kubota RTV 1100** L- 10.21', W- 65.4", H- 82.3" Lbs-2370. **Honda Pioneer 700-4**, L- 9.57', W- 59.7", H- 78.5" Lbs-1426

4. GILES and/or his CONTRACTORS will cut only limbs or trees that are necessary to accomplish the permitted uses. Road width shall not exceed the width of the existing access roads or ten feet (10') in width. Cutting, felling, destruction, or injury to any merchantable or unmerchantable trees on the WMA is prohibited without the prior approval of the Agent of the State. Any unauthorized cutting or felling of trees on Fish & Game land shall be deemed a timber trespass, and F&G reserves all legal and equitable rights against any such trespass.
5. GILES and his CONTRACTORS shall use the agreed upon access roads at their own risk, and shall assume liability for and hold F&G harmless from any and all claims arising from any injury to person or damage to property which may arise directly or

indirectly from the use of or access to the WMA allowed herein. Any contract entered into between GILES and his CONTRACTORS shall include an express warranty by the CONTRACTORS holding F&G harmless from any and all claims arising from any injury to persons or damage to property which may arise directly or indirectly from the use of or access to the WMA allowed herein.

6. The agreed upon entrance to the WMA access roads was created by illegal OHRV use and will likely be made more pronounced by equipment use as allowed under this agreement. Once use of the temporary access is complete, GILES and his CONTRACTORS agree to block the entrance from the railroad right of way with boulders or other suitable blockade, as agreed upon by Fish and Game, to deter future illegal use of the WMA by motorized wheeled vehicles.
7. To insure closeout conditions are met by GILES and his CONTRACTORS, a performance bond in the form of a Cashier's check in the amount of \$500.00 dollars shall be provided and held by F&G; to be returned at the satisfactory completion of demolition activities using the access roads. Monies from the bond will be used to complete the closeout of operations on the WMA if upon inspection and cleanup it is deemed unsatisfactory by F&G.
8. The access roads shall be left in a condition equal to or better than their condition prior to the start of the operation. During times of soft ground, rain, melting snow and frost, weather conditions conducive to rutting, mud or damage to the existing ground from harvesting equipment and hauling vehicles; all operations on the access roads must be suspended until ground conditions improve to be able support the movement and use of same equipment without damage or significant disturbance to the existing ground conditions on Fish & Game land.
9. GILES and his CONTRACTORS shall comply with all applicable laws concerning sanitation and disposal of wastes so as to prevent stream pollution and land littering. All refuse including but not limited to cans, bottles, papers and oil resulting from this operation shall be removed from the State land or disposed of in an approved manner and at approved locations. In addition to reporting of a discharge of oil as required under the provisions of RSA 146-A: 5, any oil spill shall be reported immediately to the Agent of the State.
10. F&G shall be notified by GILES upon completion of the performance of all conditions specified herein so that the site may be inspected and cleaned of debris and or refuse before the operation is closed out. GILES shall carry out site restoration or erosion control measures deemed necessary by the Agent of the State within 30 days of notification of the completion of timber operations.
11. GILES and his CONTRACTORS agree to observe all restrictions and provisions of this contract and conform to the directions and instructions given by the Agent of the State. In case of disagreement relative to the use of the access roads, the decision of the Executive Director, NH Fish and Game Department shall be final. The State reserves the right to stop this operation if the conditions of this contract are not being observed.

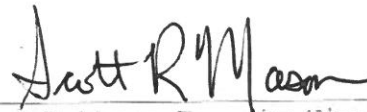
12. Use of the access roads may not be assigned, transferred, sold or made over to another party without prior written permission from the Executive Director, NH Fish and Game Department. The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.
13. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
14. No failure of the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Purchaser.
15. GILES and his CONTRACTORS shall comply with all applicable State and local laws, rules, and regulations in connection with operations under this agreement.

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

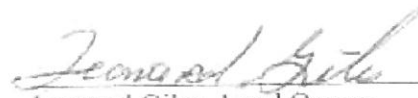
Witness



Witness



Scott R. Mason, Executive Director
NH Fish & Game Department



Leonard Giles, Land Owner

Appendix A

Map showing location of temporary access across Muchyedo Banks WMA to Giles property.

