Project Title Pillsbury-Sunapee Corridor  Period Covered from Date of Approval Project Title Pillsbury-Sunapee Corridor  Period Covered from Date of Approval Project Scope (Description of Project) This spreament to 12/31/73  Project Scope (Description of Project) This spreament to 12/31/73  Project Scope (Description of Project) This spreament to 12/31/73  Project State Park and Mount Sunapee State Park in the Towns of Goblen, Needbury, and Washington, New Hampshire, as further identified in the attached project proposal, by negotiation in fee simple title, and possibly by condemnation, with no rights or intercets reserved by the grantor.  23-019-0000  MH-Sullivan-WA  Project Stage Covered by this Agreement  Entire project Fund Support Fund Support Fund Support Stage Amount Stage Assistance this				
Project Title Pillsbury-Sunapee Corridor  Period Covered from Date of Approval Project Scope (Description of Project)  This Agreement to 12/31/73  Project Scope (Description of Project)  This project will consist of the acquistion by the State of New Hampshire as tract of 42773 acres and approximately 4 miles long, connecting Pillsbury State Park and bount Sunapee State Park in the Towns of Goshen, Newbury, and Washington, New Hampshire, as further identified in the attached project proposal, by negotiation in fee simple title, and possibly by condemnation, with no rights or interests reserved by the grantor.  Project Stage Covered by this Agreement  Entire project  Project Stage Covered by this Agreement  Fund Support  Fund Support  Fund Support  Fund Support  Stage  Assistance this  \$ 276,500.00  Assistance this \$ 276,500.00  Broke 928  (New, Mar. 1867)  Broke 928  (New, Mar. 1867)  Broke 928  Apple 1211/11/21/21/21/21/21/21/21/21/21/21/21		HAMPSHIRE	Project Number	33-00088
Period Covered from Date of Approval  by this Agreement to 12/31/73  Project Scope (Description of Project)  This project Scope (Description of Project)  This project will consist of the acquisition by the State of New Hampshire a treat of 42775 acres and approximately 4 miles long, connecting Pillebury, and Manchington, New Hampshire, as further identified in the attached project proposal, by negotiation in fee simple title, and possibly by condemnation, with no rights or interests reserved by the grantor.  Project Stage Covered by this Agreement  Entire project  Project Stage Covered by this Agreement  Entire project  Project Cost  Frod Cost  Resistance this  Stage  Assistance this  Stage  Assistance this  Stage  Assistance this  Box 8-82  Date  Project New Man 1867)  Broth Amount  Frod Cost  Frod Cos	Project Tit		ldor	
Project Scope (Description of Project)  This project will consist of the acquisition by the State of New Hampshire a tract of 1275 acres and approximately 4 miles long, connecting Pilisbury State Park and Mount Sunapee State Park in the Towns of Goshen, Newbury, and Washington, New Hampshire, as further identified in the attached project with no rights or interests reserved by the grantor.  Project Stage Covered by this Agreement  Project Cost  Treal Cost  Fund Amount  Treal Cost  Fund Amount  Stage  Apr 9 \$33,000.00  Stage  Assistance this \$276,500.00  Stage  Apr 9 \$33  Date Park and Musum  Project Scope (Cost of this Stage)  Apr 9 \$33  Date Park and Mar. 1987)  Box 8-22  Rev. Mar. 1987)	Period Cove by this A	red from Date of Approval greement to 12/31/73	Project Period	
This project will consist of the acquisition by the State of New Hampshire a tract of \$275\$ acres and approximately 4 miles long, connecting Filibbury State Park and Mount Sunapee State Park in the Towns of Goshan, Newbury, an Washington, New Hampshire, as further identified in the attached project proposal, by negotiation in fee simple title, and possibly by condemnation, with no rights or interests reserved by the grantor.  33-019-0000  MH-Sullivan-WA  Project Stage Covered by this Agreement  Project Stage Covered by this Agreement  Froject Cost  Trail Cost  Trail Cost  From Support  Total Cost  From Manount  Stage  APR 9 873  BOR 8-92  BOR 8-92  Rev. Mat. 1887)  BOR 8-92  BOR 8-92  BOR 8-92  BOR 8-92  BOR 8-92	Project Sco	pe (Description of Project)		
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#-5ulltvan-N/A  t Stage Covered by this Agreement t Cost t Cost Support Amount Amount \$ 553,000.00 1. 1867)				
#-5ulltvan-N/A  t Stage Covered by this Agreement  t Cost t Cost  Cost Amount Amount \$ 553,000.00 1.  Amount \$ 553,000.00 2.  of this ge \$ 553,000.00 3.  trance this \$ 276,500.00 4.	<i>j</i>			
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t Stage Covered by this Agreement  e project t Cost Support Amount \$ 553,000.00 1. Support Amount \$ 276,500.00 2. of this \$ 553,000.00 3. stance this \$ 276,500.00 4. 1967)	33-019-	0000 11 van-N/A		
t Stage Covered by this Agreement  t Cost t Cost Support Amount \$ 276,500.00 2 of this \$ 553,000.00 2 stance this \$ 276,500.00 4.1867)				
t Cost	Project Stag	ge Covered by this Agreemen	+	
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Support \$ 276,500.00 2.  of this \$ 553,000.00 3.  stance this \$ 276,500.00 4.	Total Cost	\$ 553,000.00	Ceneral Dr	ovietone
of this \$ 553,000.00 3. stance this \$ 276,500.00 4.	Fund Amour	\$ 276,500.00		sc. 1965
reance this \$ 276,500.00 4. POSTE  POSTE  APR 9  Date  By	Cost of the Stage	₩		y-Sunapee Corridor"
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	(Rev. Mar. 1957)		By A	Haullan

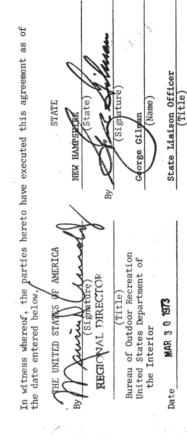
78 Stat. 897 (1964), and with the terms, promises, conditions, prais, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

This agreement is not subject to the provisions of section B.2(d) of the attached General Provisions dated December, 1965.

The State agrees to comply with the terms and intent of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970) and the applicable regulations and procedures of the Department of the Interior implementing such act.



### . Description of the proposal

This project will consist of the acquisition by the State of New Hampshire of a tract of £2775 acres and approximately 4 miles long, connecting Fillsbury State Park and Hount Sunapee State Park in the Towns of Goshen, Newbury, and Washington, New Hampshire, as further identified in the attached project proposel, by uegotiation in fee simple title, and possibly by neglemention, with no rights or interests reserved by the grantor.

- The purpose of this acquisition is fourfold:

  1) To acquire and protect the trail between Mount Sunapce and Pillsbury
  State Parks and allow the relocation of some sections of the trail in order to provide easier grades.
- 2) To protect the scenar visits from Pillstory State Park by acquiring to the ridge line on the north and east boundaries of the Park.

  3) To acquire land around Lake Solftude in Bount Sunapee State Park in order to protect its scenic nature.

  4) To allow the relocation of the main entrance to Pillsbury State Park in order to alleviate the hazardous traffic condition which exists there.

### 2. Description of the environment

The tract to be acquired is comprised of 6 undeveloped parcels in the Towns have a three member elected Board of Selectmen New Hampshire. All of these Towns have a three member elected Board of Selectmen form of government. The three towns have a total combined population of 1309 and a total combined area of 68,864 acces (107.6 sq. miles). Gosben, Newbrury, and Washington have planning boards, Gosben and Newbury have adopted building codes, zoning ordinances and subdivision regulations. The towns are turning in mature with little commercial development. Nost of the land to be acquired is relatively high, steeply sloped, and mountednous in nature. All of the parcels except 34 contain elevations in excess of 2200 feet and offer excellent views. Soils over the erea are primarily Harman

type rocky or stony sandy leams with slopes from 0 to 66%. The development potential of much of the area is restricted by rocky soils, steep; slopes, lack of access, and absence of utilities. Access to parcels lA, 18, and 2A is by the trail between the two parks. Parcels 2C and 3A have frontage on State Highway 31. The land supports a sixed growth of softwoods and hardwoods, much of which has no merchantable value. Some of the notable factures which will be acquired include: the 'Squith Peak' of Mount Sunages (2600'), a portion of Goves Abuntain including the summit (2300'), approximately one-haif of Frog Fond (24 acres total), Vickery Fond (5 acres), Bryant Mountain (2300'), and several smaller mountains including Ames Hill, Johes Hill, and Kittredge Hill.

## 3. The environmental impact of the proposed action

This acquisition will mean the loss of property tex revenue of approximately \$300 to the Youn of Newbury and approximately \$200 to the Youn of Newbury and approximately \$200 to the Youn of Washington the annually. It has not been possible to obtain sufficient information to estimate the loss to the Youn of Goshen, however it should be in the same order of magnitude as those above.

payment is for full valuation the first year, 80% the second year, 60% the third year, 40% the fourth year, 20% the fifth year, the last year of payment. This action is taken by the New Hampshite Tax Commission.

There is little probability that undestrable development will be attracted by this project, and there is no relocation of families or commercial enterprises involved in this acquisition.

## 4. Mitigating measures included in the proposed action

None

### 5. Adverse effects which cannot be avoided

# 6. Local short-term uses vs. maintenance of long-term productivity

The local short-term uses of this area will not adversely affect the maintenance of its long-term productivity.

# 7. Irraversible and frretrievable commitments of resunres

Definite positive commitment of land resource in perpetual public ownership and devoted to public outdoor recreation and conservation purposes.

### 8. Alternatives to the proposed action

The only alternative to the proposed action would be no action, that is the State would not acquire the land. The results of this alternative are unknown.

THIS AMENDMENT TO Project Agreement No. 33-60088 is hereby made and agreed upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of NEW HAMPSHIRE , pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following:

Please see the complete text of amendment 33-00088,1 on the attached page.

In all other respects the agreement of which this is an amen, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

STATE

NEW HAMBE

D A

DEPUTYREGIONAL DIRECTOR THE WATER STATES OF (Title)  $\gamma$ 

JUN 2:8 1973 the Interior Date

Bureau of Outdoor Recreation United States Department of

George Gilman (Name)

State Liaison Officer (Title)

BOR 8-92a (Rev. Mar. 1967)

#### TOOM TOWN

Change Total Cost from: Change Pund Amount from: Change Cost of this Stage from: Change Assistance this Stage from:

\$553,000.00 to: \$325,000.00 \$276,500.00 to: \$162,500.00 \$553,000.00 to: \$325,000.00 \$276,500.00 to: \$162,500.00

PROJECT SCOPE

Change from: This project will consist of the acquisition by the State of New Hampshire of a tract of +2775 acres and approximately 4 miles long, connecting Pilisbury State Park and Mount Sunapee State Park in the Towns of Goshen, Newbury, and Washington, New Hampshire, as further Identified in the attached project proposal, by nagotiation in the simple title, and possibly by condemnation, with no rights or interests reserved by the grantor.

to: This project will consist of the acquisition by the State of New Hampshire of a tract of ±1740 acres and approximately 4 miles long, connecting Pilisbury State Park and Mount Sunapee State Park in the Towns of Gosban, Newbury, and Washington, New Hampshire, as further identified in the attached project proposal, by negotiation in fae simple title, and possibly by condemnation, with no rights or interests reserved by the grantor.



THIS AMENDMENT TO Project Agreement No. 33-00088 is hereby made and agreeu upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of New Hampshire , pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following:

PROJECT PERIOD

Change From: 3/30/73 - 12/31/73

3/30/73 - 12/31/74 To: In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

STATE

AMERICA THE UNITED STATES OF 9 B

Chief, Grants Division

**^\** ≩

(Title)
Bureau of Outdoor Recreation
United States Department of the Interior

George Cilman

State Hajson Officer

BOR 8-92a (Rev. Mar. 1967)

INT: 2039-73

THIS AMENDMENT TO Project Agreement No. is hereby made and agreed upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of New Hampshire , pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following:

3/30/73 to 12/31/74 3/30/73 to 12/31/75 Change from: Change to: In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In withess whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA Chief, Grants Division 密

New Ham

Bureau of Outdoor Recreation United States Department of the Interior

mond Date

State Lisison Officer (Name) deorge Gilman

(Title)

BOR 8-92a (Rev. Mar. 1967)

INT: 2039-73

THIS AMENDMENT TO Project Agreement No. 33-00088 is hereby made and agreed upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of New Hampshire , pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following:

This agreement provides for the future allowability of indirect costs at rates negotiated with and approved by the Office of Audit and Investigation of the Department of the Interior.

#### Project Cost:

Change total cost from: ------\$325,000 to \$347,750 Change fund amount from: -----\$162,500 to \$173,875 Change cost this stage from: -----\$325,000 to \$347,750 Change assistance this stage from: --\$173,875

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE DATED STATES OF PACKICA

By LLL (Signature)

Assistant Regional Disector

(Title)
Bureau of Outdoor Recreation
United States Department of
the Interior

Date\_\_\_\_

STATE

(State)

New H

By (Signature)
George Ginnan
(Name)

State Liaison Officer/Commissioner (Title)

INT:1586-74

BOR 8-92a (Rev. Mar. 1967)

### AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No. 33-00088 is hereby made and agreed upon by the United States of America, acting through the Director of the Heritage Conservation and Recreation Service and by the State of pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

#### PROJECT COSTS:

\$347,750.00 to \$409,607.99 \$173,875.00 to \$204,803.99 \$347,750.00 to \$409,607.99 Change assistance this stage from: Change cost this stage from: Change fund amount from: Change total cost from:

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA By L

United States Department of Heritage Conservation and Recreation Service

1-11-2

STATE

New Hampshire

By Land T. Dal (Signature) (State)

Paul I. Doherty (Name) Asst. St. Liaison Officer (Title)

HCRS 8-92a

INT 4769-78

Unfiled Notes Page 10

\$173,875.00 to \$204,803.99

(Signature)

Chief, Grants Division

(Title) the Interior

Date \_

Sheet 1



MID-ATLANTIC REGION 143 SOUTH THIRD STREET PHILADELPHIA, PA. 19106

№ 2 SEP 1983

Project #33-00088 Pillsbury-Sunapee Corridor Pillsbury-Sunapee State Park and Audit Report # E-GR-WH-HCR-005-81-IA RE:

Dear Gus:

New Hampshire 03301

P.O. Box 856

Concord,

Department of Resources & Economic Development

Mr. George Gilman

Commissioner

This is to notify you that our Washington Finance Office has deducted \$6,841.27 (6,515.50 for an audit exception involving project #33-0008B plus \$325.77 in interest) from the reimbursement requested under Billing #8 for Project #33-00309 Franconia Notch Water System. The aforementioned action was taken after not having received any writen reply to our letter of July 6, 1983 whereby we presented alternatives for repayment of an audit exception involving Project #33-00088 Pillsbury-Sunapee corridor, Pillsbury-Sunapee corridor,

Deduction of the \$6,841.27 from Billing #8 of Project #33-00329 satisfies the request made via Bill for Collection #BCO776-3-0013, dated December 27, 1983, and resolves the audit exception involving Project #33-00088. Accordingly all issues involving Audit Report #E-GR-NH-HGR-005-81-IA have been resolved.

This letter is also to notify you that you may resume the use of the Letter-of-Credit system for requesting reimbursement of funds commencing on September 7, 1983.

If you have any questions, please let us know.

Sincerely,

Acting Chief, Division of State Programs Ronald C. Homa

NPS aucht Lieadlawn Cells 4/8/483 Leaps: "Sedules # 6, 841, 27 (65/9.50 for # 85 yelly # 825.77 catually dis - Solut de 6, 5/5. 50 orly Prut - Out of 3/31/89 Alysola 198, 268.49 Hopen from Belling #8 for propert 123 875, 204 807, 99 (\$25/797465 Around Class of 37-00 88 1 rot of The 62, 500 octors to 12/3/ 198,288,49 276,500 Flaire ORLIGATION 111/79 Grand #5

FINAL S	FINAL STATUS OF PILLSBURY-SUNAPEE CORRIDOR	SUNAPEE CORRIDOR		
	JUNE 4, 1979	61		
Purchased				
( B Parcel	Acres	Appraised Value	Price Paid	
//Rockwell International 1357 (Draper Corp)	1357	\$ 190,000.00	\$ 246,600.00	
Atkinson-Davis	45	7,950.00	8,000.00	
Town of Goshen	50	7,000.00	7,000.00	
International Paper Co	to 482.5	82,000.00	82,000.00	
Tri-State Timberland	10.0	2,500.00	3,000.00	
Taken by Eminent Domain				
James Sagalyn et al	99	25,000.00	Award - 72,556.49	
Owner Unknown	12 ·	1,500.00	Award - 1,600.00	
TOTAL	2012.5	\$ 315,950.00	\$ 420,756.49	

6//9/9

Department of Resources and Economic Development Land and Water Conservation Fund Program

### ACKNOWLEDGEMENT SIGN INFORMATION SHEET

Project Number 753-00082 Project Name Pillsbury-Sunapee Calridor Sponsor New Hampshire Division of Parks

This project, funded in part by the Land and Water Conservation Fund program of the Bureau of Outdoor Recreation, U. S. Department of the Interior, requires suitable permanent public acknowledgement of such assistance in the form of a sign at the project site.

For the sign used at this project site, please complete the following:

1. Access to and Location of Project Site (how to find the project site by location, street, relation to Town Hall or other prominent landmark).

Pillsbury State Park, Washington, N.H., five miles north of Washington on Rt. 31

 Location of Acknowledgement Sign within Project Site. Please include photograph or sketch showing dimensions and wording.

Sign location: exterior, camper registration building

Sign description: standard sign prepared for Division of Parks

3444 18, 1975

Date

Signature

ON DE LOS SIGNES - 8

N.H. DRED July 1, 1975

	C		vices	Agency Dept. of Resources & Econ. Development	St., Reg.	St., Reg.		F 6		<b>.</b>	V			el Lisa			
Sungpee Corridor	D	)uinn	Recreation Services	ces & Eco		6 St 14 C0 St 18 S	` .	King, State I therefor to be	rusions. Se Parks Smpanies.					Mich			
ا د		by Joe Quinn		of Resour				I found the project site well suited for its intended use of hiking, seemic vistas and a natural area. The site connects Pillsbury State Park sou Mt. Sunapee State Park, is four miles long, and should therefore make an ideal acquisition for hiking (see photo #1). The land to be ecquired is undeveloped and covered with mixed hardwoods and some conifers.	There are no improvements on the site nor any environmental intrusions. The site is only accessible from Mt. Sunapee and Pillsbury State Parks and is surreunded by undeveloped land owned mostly by lumber companies.					Signature			
1 2	7	Accompanied by	Title Director.	ency Dept.	Type	Type		for its intended a site connects our miles long, (see photo #1).	ny environ e and Pill mostly by					Si	-in-Aid	included.	
Decise the	eratt as	Acc	Tit	Age		L		ed for its The site s four mil ng (see pi	ite nor ar t. Sunapee and owned					B	Title: Chief, Division of Grants-in-Aid		
Date: Foot and Lynn		SALAMAN NA PROGRAMMA SALAMA SA			## ## ## ## ## ## GP ## d0 ## d			nd the project site well suited or vistas and a natural area. In soi Mt. Sunapee State Park, is fan ideal acquistion for hiking red is undeveloped and covered w	s on the sole from Meveloped 1					The Fr	Division	are not /	
	State: New namponitre Project Period: DCA - 12/31/73	nsso	Picer		Date	Date		I found the project site well suit scenic vists and a natural area. Park and Mt. Sunapee State Park, i make an ideal acquistion for hikh ecquired is undeveloped and covere	provements y accessil ed by unde	14			rs:	Signature	e: Chief,	XX	
New House	State: New namposition Project Period: DOA -	Mike Russo	Project Officer	BOR - NERO	Prior Inspections:		6 6 7 8 8 8	I found the pro scenic vistas a Park snd Mt. Sv make an ideal a ecquired is und	are no im ite is onl				To Future Inspectors:		714	Photographs are XX	r, Bok
EX.	State:	Inspector	Title	Agency	Prior Ins		Findings:	I four scenic Park s make s	There The si				To Future	Reviewed By:		Photogra	General cc: Director, BOR State SLO
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#### 22

Department of Resources and Economic Development

# LAND AND WATER CONSERVATION FUND PROGRAM Regional State Park L&WCF Inspection Form

The attached Department of Resources & Economic Development State Park Land & Water Conservation Fund projects are currently in compliance with the following stipulations and requirements of the L&WCF program.

- The project area is being used for public recreation, and no conversion to any use other than recreation has occurred.
- 2. The project area is either open at all times or is open reasonable hours.
- The project area does not exclude use or discriminate on the basis of race, color, national origin, disability, age, or residency.
- The project area has a posted L&WCF acknowledgement sign, or State staff has been alerted of the need for a new sign.

Notes:

I, Regional NH State Park Supervisor, certify that the above is true.

Signature (3Rtborton

Region\_

Cajlon -

Please return to Antoine Chesaux, Division of Parks & Recreation, PO Box 1856, 172 Pembroke Road, Concord, NH, 03302-1856

3000 3

between the New Hampshire Department of Resources and Economic Development, Division of Parks In accordance with RSA 227-H:9, this Memorandum of Agreement (Agreement) is entered into by and and Recreation (DRED) and the Mount Sunapee Resort (Mount Sunapee Resort), P.O. Box 2021,

Newbury, New Hampshire 03255.

Hampshire, is owned by the State of New Hampshire and managed throughDRED, Division of Parks Whereas, the Mount Sunapee State Park (Park), located in the towns of Newbury and Goshen, New and Recreation,

Conservation Fund program and carries certain covenants under Section 6(f) for the preservation of Whereas, Mount Sunapee State Park is a grant-assisted property under the federal Land and Water public outdoor recreation,

Whereas, the Mount Sunapee ski area is located within the Park

Whereas, CNL Lifestyle Company, LLC is the current leaseholder of Mount Sunapee ski area through the Lease and Operating Agreement dated April 30, 1998, Whereas, Okemo d/b/a Mount Sunapee Resort is the operator of Mount Sunapee ski area on behalf of CNL Lifestyle Company, LLC,

comply with fire and life safety requirementsat the summit lodge as set forth by the State Fire Marshal Whereas, DRED and Mount Sunapee Resort seeks to implement a cooperative project at the ski area to

Now therefore, DRED and Mount Sunapee Resort agree to the following terms,

State's share of the life safety improvements at the summit lodge. This amount shall constitute the State's share of project costs in its entirety. Payment shall be madeupon of Governor and CONSIDERATION: DRED shall pay Mount Sunapee Resort the amount of \$100,000 as the Executive Council approval, from account number 030-035-0538-034-0511. Mount Sunapee Resort shall cover any and all additional project costs to bring the summit bdge into compliance as required by the State Fire Marshal office.

contingent upon the availability and continued appropriation of funds, and in no event shall the State shall not be required to transfer funds from any other account to the account identified for the event of a reduction or termination of those funds, the State shall have theright to withhold State be liable for any payments hereunder in excess of such available appropriated funds. In payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving Mount Sunapee Resort notice of such termination. The Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are this Agreement in the event funds in that account are reduced or unavailable.

George M. Bald to Deputy State Fire Marshal District Chief Maxim F. Shultz, dated May 8, 2009. improvements at the summit lodge, as outlined in the letter from department Commissioner PROJECT DETAILS: Mount Sunapee Resort shall implement the action planfor life safety

5

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its officers and employees, by or on behalf of any person, on account of, based or resulting from, Resort or its subcontractors, agents or assignees. Notwithstanding the foregoing, nothing herein arising out of (or which may be claimed to arise out of) the acts or omissions of Mount Sunapee contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

- INSURANCE: It is agreed that during the term of this agreement, Mount Sunapee Resort shall keep in force at its sole cost and expense and for mutual benefit of Mount Sunapee Resort and the State all insurance coverage as required by the Lease and Operating Agreement. 12.
- regard to that event, or any subsequent event. No express failure of any event of default shall be WAIVER OF BREACH: No failure by the State to enforce any provisions hereof after any event deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon of default on the part of Mount Sunapee Resort shall be deemed a waiver of its rights with any further or other default on the part of Mount Sunapee Resort. 13.
- AMENDMENT: This Agreement may be amended only by an instrument in writing signed by CONSTRUCTION OF AGREEMENT AND TERMS: This Agreement shall be construed in both parties hereto and approved by the Commissioner and the Governor and Executive Council. 14.
  - IHIRD PARTIES: The parties hereto do not intend to benefit any third parties and this accordance with the laws of the State of New Hampshire. 16.

15.

- Agreement shall not be construed to confer any such benefit.
- between the parties, and supersedes all prior Agreements and understandings relating hereto.If each of which shall be deemed an original, constitutes the entire Agreement and understanding any provision of this Agreement is determined to be invalid or unenforceabe, it shall not affect ENTRE AGREEMENT: This Agreement, which may be executed in a number of counterparts, the validity or enforcement of the remaining provision hereof. 17.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

MOUNT SUNAPEE RESORT

Zámble, General Manager

Duly Authorized

## Land and water conservation runs reversiting Regional State Park L&WCF Inspection Form

The attached Department of Resources and Economic Development State Park Land & Water Conservation fund projects are currently in compliance with the following stipulations and requirements of the L&WCF program.

- The project area is being used for public outdoor recreation, and no conversion to any use other than recreation has occurred.
- 2. The project area is either open at all times or is open reasonable hours.
- The project area does not exclude use or discriminate on the basis of race, color, national origin, disability, age or residency.
- The project area has a posted L&WCF acknowledgement sign, or State staff has been alerted of the need for a new sign.

a. I need \_\_\_\_\_\_\_\_L&WCF signs.

- 5. The project area is accessible to disabled persons.
- The project area is being properly maintained as to appear welcome and inviting to the public.

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I, Regional NH State Park Supervisor, certify that the above is true.

Date: 3/18/109

Signature JUMM IJ M. Region: (E H+1/1) 1.

Please return to Shari Colby, Division of Parks and Recreation, PO Box 1856, 172 Pembroke Rd, Concord, NH 03302-1856

