

Exhibit A: Tree Modification Application

Gunstock Acres Common Property Trust (GACPT) is the owner of a number of parcels of undeveloped land in and around the Gunstock Acres community known as the Greenspace. These parcels were originally planned not only as a buffer between homes, but to provide a wooded habitat for wildlife and to preserve the rural, wooded nature of the community.

GACPT restricts all removal and pruning of trees in the Greenspace. Any individual who wishes to remove or prune trees in the Greenspace (Tree Modification) must apply for Tree Modification using this Application. Any modifications to the Greenspace without such permission will be subject to civil penalties and, if applicable, criminal prosecution.

Applicant Information

Name:

Mailing Address:

Physical Address:

Email:

Phone Number:

Vendor Information

Approved Tree Contractor (select from Exhibit E):

Vendor Contact/ Representative (name):

Email:

Phone Number:

Requested Tree Modification Details

Greenspace Parcel ID(s) (see <https://www.axisgis.com/GilfordNH/>):

Proposed Tree Modification Description:

Reason for Tree Modification:

Plan for Removal of Slash (Waste Materials)

Strategy for Maintaining Health of Forest/Greenspace (narrative by Approved Tree Contractor)

Description of Post-Work Site Conditions (narrative by Approved Tree Contractor)

Please provide the following supporting documentation as attachments:

- Map(s) of proposed work area (hand drawn is fine) (shows property lines, names of Abutters, trees to be removed, trees to be pruned, location for Slash if exception granted). Please identify all post-work site conditions on this map.
- View Photo(s): If Tree Modification is to preserve a view, please provide one or more photos showing the view including markups indicating: a) the trees proposed for removal, b) trees proposed for pruning, and c) the view that you wish to preserve.

For each 50' x 50' area, please specify: a) the total approximate Basal Area, b) the Basal Area proposed for removal, c) the total number of trees, and d) the total number of trees proposed for Pruning.

Area	Removal		Pruning	
	Total Basal Area	Basal Area for Removal	Total Number of Trees	Number of Trees for Pruning

Abutter Information

Table of Abutters who owns property within 200 feet of the proposed Tree Modification with Abutter Parcel ID, Abutter Name, and tracking information for Abutter Notices.

Abutter Name	Abutter Parcel ID	Tracking Information for Abutter Notice

Agreement & Signature

I, _____, have carefully read, will abide by the terms, and personally guarantee that any contractors working on my behalf will abide by the terms stated in the Greenspace Tree Modification Policy dated February 2023 and this Application. I hereby indemnify the GACPT and the Greenspace Committee for any and all claims by third parties in relation to the Tree Modification described herein.

Applicant Signature

Date

I, _____ on behalf of myself and/or my firm, _____ confirm that I am an Approved Tree Contractor as demonstrated by the Agreement between myself and the GACPT dated(_____) (the date that a representative of the GACPT signed my Tree Contractor Application). To the best of my knowledge, the information provided therein remains accurate. While providing the Tree Modification described in this Tree Modification Application, I will abide by the terms included in that Agreement between myself and the GACPT, including, for the avoidance of doubt, those relating to indemnity. I have reviewed and will ensure that all Tree Modification I perform will be consistent with this Application.

Approved Tree Contractor Signature

Date

Exhibit B: Abutter Response Form

Instructions

Applicant, please prepare one form per Abutter and send the complete Tree Modification Application (including drawings and photos), this form, and a prepaid postage envelope to each Abutter (as defined in the Greenspace Tree Modification Policy).

Delivery must be via tracked courier or USPS Priority Mail service. (Note that only the USPS is permitted to deliver to post office boxes, so USPS Priority Mail is the only acceptable mechanism for abutters with PO Box addresses.)

The prepaid envelope included in the package should be addressed to:

GACPT
PO Box 1687
Laconia, NH 03247-1687

Filled out by Applicant:

Applicant Name:

Greenspace Parcel ID:

Abutter Name:

Abutter Parcel ID:

Instructions to Abutter

Please complete the form below and return it to the Greenspace Committee using the enclosed prepaid postage envelope to:

Greenspace Committee
c/o GACPT
PO Box 1687
Laconia, NH 03247-1687

Filled out by Abutter:

Please be informed that the above Applicant has submitted the Tree Modification Application attached herewith to the Greenspace Committee of the Gunstock Acres Common Property Trust (GACPT) requesting permission to remove and/or prune trees in the Greenspace located adjacent to your property. For more information and background on the GACPT Greenspace Tree Modification Policy, please see <https://gunstockacrestrust.com/gunstock-acres-trust-green-space-policy/>.

Please complete this Abutter Response Form and return it directly to GACPT either in the included postage paid envelope and/or via electronic mail to greenspace-committee@zenzu.com. If you do not respond within seven (7) days of receipt of this notice, then it will be assumed that you have no objection to the Tree Modification Application.

Name:

Address:

Email:

Phone:

(Please check one) I Object to Have No Objection to Have No Opinion

to the Tree Modification Application presented by the Applicant listed above.

Reason (please include a statement describing your reason for supporting or objecting in as much detail as possible. This information will be used by the Greenspace Committee to determine whether to approve, reject, or request modifications to the Tree Modification Application).

Reason:

Signature of Abutter

Date

I wish I do not wish
to be informed if the Tree Modification Application has been approved or rejected.

Please contact me via: email or USPS.

Exhibit C: Tree Modification Permit

The Gunstock Acres Common Property Trust has granted permission for [Approved Tree Contractor] _____ to conduct Tree Modification on [Parcel ID] _____ on behalf of [Applicant] _____.

All Tree Modification is to be completed in conformance with the posted Greenspace Tree Modification Policy at <https://gunstockacrestrust.com/gunstock-acres-trust-green-space-policy/>, consistent with the Tree Modification Application submitted by: _____, and consistent with the Tree Contractor Application by [Approved Tree Contractor] _____.

Parcel ID:

Date of Authorization:

Date of Expiry :

Approved Tree Contractor:

Permit Date:

This Permit is valid for twelve (12) months from the Permit Date listed above and is only valid if signed by at least three (3) GACPT Board members.

<i>GACPT Trustee Signature</i>	<i>Date</i>
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<i>GACPT Trustee Signature</i>	<i>Date</i>
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<i>GACPT Trustee Signature</i>	<i>Date</i>
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Exhibit D: Tree Contractor Application

Tree Contractor Company Name & Contact Person:

Mailing Address:

Physical Address:

email:

phone:

Background & Experience

Provide information of your experience (years in business, number of employees, experience with similar Tree Modification projects, etc.):

List all licenses, certifications, accreditations, or other relevant credentials you or your employees have:

Provide a narrative of the safety precautions you take to ensure safety on a job site:

Provide a narrative of your forestry philosophy, including commentary on how you would propose to maintain a healthy forest in compliance with the Greenspace Policy:

Capitalized terms not defined herein will have the meaning assigned to them in the Greenspace Tree Modification Policy, of which this Tree Contractor Application is Exhibit D, and which is hereby incorporated by reference.

The following terms associated with this Tree Contractor Application are referred to herein as the "Agreement." The Agreement will become enforceable upon notice from the GACPT to Tree Contractor that this Tree Contractor Application is accepted and the GACPT acknowledges the Tree Contractor as an Approved Tree Contractor. Such notice

will be in the form of a return to Tree Contractor of this Tree Contractor Application bearing the signature of a duly authorized GACPT representative in the signature block at the end of the Agreement. For the avoidance of doubt, Tree Contractor and the GACPT are the parties to this Agreement.

By submitting this Tree Contractor Application, Tree Contractor identified above agrees that if the GACPT approves this Tree Contractor Application, then the following terms and conditions will apply at all times until and unless the Tree Contractor formally withdraws its participation in the Policy or the Tree Contractor is informed by GACPT or its Greenspace Committee that it is no longer an Approved Tree Contractor.

Representations & Warranty

Tree Contractor represents and warrants to GACPT that:

- it has and shall continue to have at all times the legal right, licenses, power, and authority to enter into the Tree Contractor Application and this Agreement and to provide Tree Modification as contemplated by this Tree Contractor Application and the Policy;
- it will comply with all applicable laws, rules, and governmental regulations while working on GACPT property and in performance of its obligations hereunder;
- it has reviewed the Policy in detail and will comply with and abide by all terms contained therein applicable to Tree Contractors;
- it is willing to assume liability for any errors, defects, or actions contrary to the Policy; and
- all Tree Modification will be of high quality and standards consistent with industry best practices.

Insurance

Tree Contractor shall, at its sole cost and expense, procure and maintain the following insurance at all times until and unless Tree Contractor withdraws its participation in the Policy: • commercial general liability insurance in a form reasonably equivalent to the latest filed and approved ISO CG 0001 (including commercially acceptable endorsements) in an amount not less than \$1,000,000 per occurrence and \$2,500,000 in the annual aggregate for bodily injury, property damage, and personal injury coverage;

- employer's liability insurance in an amount not less than \$1,000,000 per occurrence; • a policy of standard fire, extended coverage, and special extended coverage insurance (all risks); and
- workers' compensation insurance or government-approved self-insurance in compliance with all applicable laws of an appropriate jurisdiction (and only if required by that jurisdiction), with limits of \$1,000,000 per each accident.

All insurance:

- shall be with reputable insurers licensed to do business in the State of New Hampshire; • shall have commercially reasonable deductibles;
- shall be written on an occurrence basis;
- may be under an umbrella, blanket or similar policy; and
- **shall name Gunstock Acres Common Property Trust as an additional insured.**

Attached herewith are copies of certificates that evidence that Tree Contractor has obtained the insurance required hereunder.

The liability insurance limits required herein may be obtained through any combination of primary excess or umbrella liability insurance. Tree Contractor agrees to provide not less than thirty (30) days' prior written notice of cancellation to any herein required policy. Any deductibles or self-insured retentions are the sole responsibility of Tree Contractor. In no event will Tree Contractor's insurance limit or diminish in any way Tree Contractor's obligations or liability.

Indemnification

For purposes herein, a party's "Representatives" include its affiliates, and its and their officers, directors, employees, consultants, agents, contractors, attorneys, and subcontractors.

Tree Contractor ("Indemnifying Party") shall indemnify, defend, and hold harmless the GACPT and its Representatives (collectively, "Indemnified Parties") from all third-party claims, whether actual or alleged, arising out of or in connection with the following claims ("Claims"):

- damage to tangible property, personal injury, or death caused by the negligence or willful misconduct of such Indemnifying Party and/or its Representatives in connection with this Agreement and/or Tree Modification;
- any breach or alleged breach or failure of any other representation, warranty, covenant, or obligation in connection with this Tree Contractor Application and/or Agreement by the Indemnifying Party and/or its Representatives; and/or
- any violation of any laws or governmental regulations by the Indemnifying Party and/or its Representatives in connection with Tree Modification and/or this Agreement.

Indemnification Process

The Indemnified Party shall notify the Indemnifying Party in writing promptly after becoming aware of a Claim giving rise to its right of indemnification hereunder (provided that a failure or delay in providing such notice will not relieve the Indemnifying Party's obligations except to the extent prejudiced by such failure or delay).

The Indemnified Party shall provide the Indemnifying Party reasonable cooperation (e.g., providing copies of documents or testimony of witnesses), at the Indemnifying Party's expense, in the defense of the Claim.

The Indemnifying Party shall:

- have sole control over the defense of the Claim, subject to the Indemnified Party's right to participate with counsel of its own choosing at its own expense; and
- pay all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from the Claims against the Indemnified Party, provided that the Indemnifying Party will not agree to any settlement that imposes any obligation or liability on the Indemnified Party without its prior written consent.

This section shall survive the expiration or termination of the Tree Contractor's participation in the Policy and this Agreement.

Tree Contractor agrees that the GACPT's acknowledgement of Tree Contractor as an Approved Tree Contractor is sufficient consideration for its performance of the obligations set forth in this Agreement. Tree Contractor so agrees regardless of Tree Contractor's acknowledgement that GACPT has no financial or legal obligations to Tree Contractor and that Tree Contractor may or may not receive engagement that results in compensation from individual property owners in the future.

Law & Venue

This Agreement is governed by the laws of the State of New Hampshire and the United States of America. All

controversies, claims, actions, or causes of action arising between the parties hereto and/or their respective successors and assigns shall be brought, heard and adjudicated by the courts of the State of New Hampshire and the United States of America.

Notices

Any notice or communication required or permitted to be given under this Tree Contractor Application and/or Agreement may only be sent by first class post to the addresses set forth below or to such other address as may hereafter be furnished in writing to the other party. Notice may also be sent by e-mail, provided, however, that such notice must also be sent by a method described in the foregoing sentence and will be deemed delivered only based upon the receipt of the first-class post method of delivery. If notice is received on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

All notices to Tree Contractor shall be addressed to the mailing address provided in the Tree Contractor Application above or to such other address as Tree Contractor may designate to the GACPT in writing from time to time. All notices to GACPT shall be addressed to the following or to such other address as GACPT may designate to Tree Contractor in writing from time to time:

GACPT

PO Box 1687

Laconia, NH 03247-1687

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement will not be construed against any party by reason of the drafting or preparation hereof.

<p><i>Tree Contractor Signature</i></p>	<p><i>Date</i></p>
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GACPT Trustee Signature *Date* _____.

(For the avoidance of doubt, this GACPT signature will only be completed upon GACPT's acceptance of the Tree Contractor Application and this Agreement will not be enforceable until and unless this signature block is completed.)

Exhibit E: List of Approved Tree Contractors

As of March 2023, the following Approved Tree Contractors have been approved to perform Tree Modification in the Greenspace. This list will be updated no less than quarterly to add and remove Approved Tree Contractors with updates posted on the Gunstock Acres Common Property Trust website at <https://gunstockacrestrust.com/atc.html>