Recreational Access License Holder Guide

Policies and Guidelines for Licensees on Manulife Investment Management Lands



WELCOME...

Thank you for choosing to purchase a Recreational Access License.

Manulife Investment Management (MIM) allows members of the public to purchase licenses that grant you temporary access to recreate on the private properties we manage on behalf of our clients.

We strive to practice a land stewardship ethic that integrates the growing, managing, and harvesting of trees and crops with environmental conservation. Our practices protect soil, air, water quality, biological diversity, wildlife habitat, aquatic habitat, recreation and aesthetics. Sustainable practices allow us to actively manage and protect our clients' investments in a way that maintains and enhances economic, community and natural resource values.



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LICENSING POLICIES

License Contract

The Recreational Access License contract is the binding legal document that ties the Licensee to the license. This document contains the legal language that defines the license dates and sets out what is expected of Licensee. The license contract also outlines privileges of the Licensee and clearly defines the rights of the licensor. The document you are currently reading (*the License Holder Guide*) should be used as a useful and simple supplement to the license contract and expands on the terms and conditions listed in the license contract. **Make sure that you have read and completely understand both guiding documents.**

Where to Find it?

The contract for your Recreational Access License can be found on www.hancockrecreation.com.Log into your account, then click on the "My Licenses", under "My Account". If you click "View Receipt" for a parcel, you will find your license contract there.

Contract Dates

Unless otherwise specified, Recreational Access License are paid ANNUALLY. MIM's license year begins May 1st and extends until April 30th of the following year for licenses in Texas, Oklahoma, and Louisiana. All other states observe a license period beginning June 1st and ending on May 31st of the following year.



LICENSING POLICIES

Renewals

Licensee will be notified in the spring of each year of any license rate modifications approximately 60 days prior to the renewal deadline. Licenser will then have until May 1st to renew their Recreational Access License. With our website doing most of the work, user need to log in and to view and accept the new Recreational Access License contract. After electronically signing the new license contract, the website will generate an invoice. That invoice will contain all the information we need to process your payment and will include instructions on submitting payment.

Late Payments

Renewal payments are due May 1st of each year for Texas, Oklahoma and Louisiana, all other states are due June 1st. Payments after the deadline will not be accepted and will result in license termination. Canceled Recreational Access Licenses will be listed on www.hancockrecreation.com and will be available to the general public immediately upon termination and may be subjected to further license rate adjustments.

Additional Permits / Fees

In addition to the license payment, individual Recreational Access License may have additional fees due at the time of renewal, or at another time as specified by HFM. Examples of additional fees include campsite fees, structure fees, or fines/reimbursements levied against a Licensee after documented violations of the Recreational Access License contract or associated Licensee policies. Fees will be explained on page 12



LICENSING POLICIES

Insurance Information

Liability insurance covering recreational activities while on MIM property is provided to all Recreational Access Licensee and is include in the acreage rate. Licensee cannot waive the recreational insurance requirement. Lessees who utilize a campsite of any type are required to have a separate liability insurance policy specifically for campsite activity. Campsite coverage is provided with the purchase of an annual "Camper Permit" required for any livable structure within an approved campsite. Policies and fees associated with camping will be discussed in detail in a subsequent section.

A copy of the either insurance policy can be requested by the Licensee. All liability insurance claims are to be reported to MIM and Outdoor Underwriters, Inc. You can reach Outdoor Underwriters, Inc. at (866) 961-4101.

Indemnification

Licensee agrees to reimburse, indemnify, defend and hold the Owner Indemnitees (i.e., the property owner, MIM and each of their respective affiliates, officers, directors, employees, agents, shareholders and other related persons) harmless from and against all claims, causes of action (including, without limitation, those relating to personal injury), liabilities, damages, costs and expenses (including, without limitation, attorneys fees and costs at trial and on appeal) of any nature caused by, resulting in whole or in part from, or arising out of Licensee's access or activities on the property or violation of the terms of the license, including without limitation, access to restricted areas.





Upon approval, MIM allows the Recreational Access Licensee the right to build a temporary building within an area selected by Licensee and approved by HFM. Campsites and structures are used for the benefit of Licensee including, but not limited to, recreational vehicles, tents, covered or enclosed storage areas, lean-tos, and buildings related to the storing, harvesting, or butchering of any harvested animals.

Fees

These rights shall only apply in the event Licensee has paid the applicable license fees for such additional rights. The fees are as follows:

- Campsite only, includes one structure \$400
- Structure \$300
 - ***Additional campsite and structures can be approved and billed after the renewal period by emailing hnrg.com

Campsite Regulations

- A campsite can be no more than one acre in size, where location, orientation, and utilization must not interfere with any usage of the property
- Licensee must identify the desired location of the campsite for review and approval. Approval of the location must be obtained prior to establishing camp
- Licensee shall accept the campsite in its AS-IS, WHERE-IS condition without any representation or warranty, express or implied, of any kind or nature whatsoever



Structures Defined

- The size of one structure is limited to a maximum of 600 square feet; each increment over 600 square feet is considered an additional structure (e.g., 700 square feet is two structures, 1250 square feet is three structures, etc.).
- Additions to free-standing structures will be considered additional structures and will be charged accordingly
 - For example, an RV with a porch and a covering over it would be charged as three total structures. Further, campsites and structures that exceed the maximum individual size limit listed in the campsite restrictions and regulations will be charged as two, or more, campsites or structures
- Each structure must be located inside the limits of the approved campsite
- Sign-in boards and skinning racks do not require a structure fee to be paid

Structure Requirements

Structures must be free-standing, mobile, and not have posts inserted into the ground and may not be attached to trees in any way, shape, or form. All structures must be maintained in good working and visual order, including current registration on vehicles, and must be able to be removed immediately if notice is given to vacate.



Effluence

As previously mentioned, discharge of effluence (i.e., any human or other liquid or sewage waste) of any type is not permitted. Licensee may only dump effluence via the following:

- Porta-potty with a contract for pump-out
- Holding tank on a camper that can be driven to a pump station
- Portable enviro-toilets, such as composting toilets
- Other portable container that prevents discharge onto the property



Acceptable effluence station

Relocation

Licensee may be required to relocate temporary campsites if MIM deems the current location unsuitable or if a temporary campsite conflicts with current or anticipated forest operations. Upon notice, Licensee shall promptly remove any and all improvements, Structures, trash, or debris from the property. Should Licensee fail to remove any property to the satisfaction of MIM, Licensee shall be responsible for the cost of removing the property.

Campsite Use

Licensee shall use the campsite for hunting or other recreational purposes. A Licensee may:

- Construct a temporary structure
- Utilize a travel trailer, meeting the requirements below
 - Remain with wheels and axels attached
 - Tires fully inflated
 - Capable of being removed upon immediate notice
- Utilize tents, canvas tarps and/or woven polyethylene tarps





Trash

Licensee shall ensure the campsite grounds are neatly maintained and kept clean and free of litter, trash, junk, derelict equipment/vehicles or scrap materials. Expectations are as followed, but not limited to:

- Wood, metal, or other materials being used for construction or repair at the campsite must be neatly stored
- Trash should be placed in appropriate containers and emptied weekly
- No trash is to be burned or buried. All trash must be removed from the premises and disposed of at an approved landfill
- No chemicals or hazardous materials will be stored at the campsite
- Refrigerators or freezers in an unsecured area must have a locking device securing the door
- No domesticated or feral animals shall be kept at a campsite at any time, except dogs may be kept at the campsite during legal hunting and training seasons and only while Licensee is present





Campsite Restrictions

The following are strictly prohibited while utilizing a campsite:

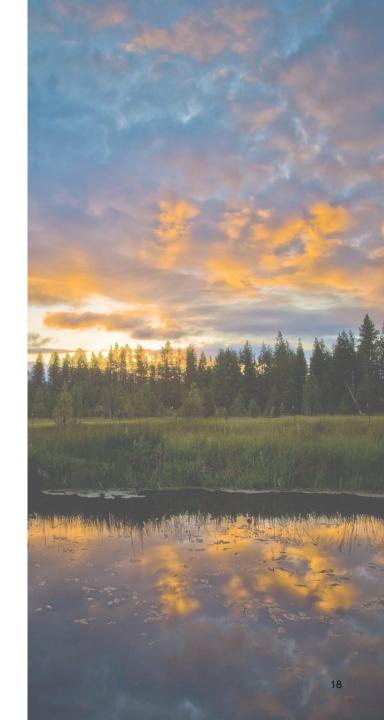
- Place any permanent structure on the property
- Place any mobile home, manufactured home, modular home, prefabricated temporary building, or other structure into or upon the property of a permanent or semi-permanent nature
 - for a permanent or semi-permanent residence
 - for a temporary residence for anyone not a member or guest of Licensee
- Place or permit any utility service of any kind whatsoever that requires a granting of a right-of-way, including running water, wells, and sewer utilities
- Pour, bring in or create concrete slabs or similar structures or improvements
- Build or place foundational elements, including the use of cinder blocks, in the building of semipermanent structures
- Polyethylene plastic, tar paper, paper mill felt, or any other material not approved in writing
- Discharge in any manner effluence of any type
- Bury effluence, septic systems, or waste containers



Campfires

Campfires are allowed at a campsite with the following rules:

- Campfires are strictly prohibited during the local fire season or on high risk days (it is Licensee's responsibility to confirm that it is not a fire season and there is not a high fire risk rating where the property is located)
- Campfires must be a maximum of three feet (3') in diameter and surrounded by two feet (2') of bare mineral soil, rock, brick, or metal enclosure
- All fires must be completely extinguished using water or foam before Licensee leaves the campfire
- No firewood may be brought on the property for use at any campfire (Licensee may use forest remnants in connection with a permitted campfire)
- Licensee must carry to the campsite appropriate fire suppression equipment





Structure Restrictions

Structures cannot be mobile homes, manufactured homes, modular homes, prefabricated temporary buildings, or other structures of a permanent or semi-permanent nature. A structure that no longer has a recreational purpose, cannot be maintained or inhabited, or is considered unsafe, abandoned or otherwise neglected is also restricted.

Violation of these restrictions will result in an additional fee of \$500.00 per month per violation until such time as the applicable violation is cured.

Water

HFM does not make any warranty regarding the potability or safety of any surface or subsurface water on the property, including any wells that MIM has approved. Licensee agrees to utilize drinking water brought on to the property by Licensee only. Licensee shall not dig or construct any new water wells without prior written permission of MIM.

Vehicles

All road-approved vehicles of any type or kind or other vehicles utilized or located upon the property at any time shall be state licensed and registered, fully operational and capable of immediate removal upon notice. Abandoned vehicles are not allowed to be left on the property. MIM reserves the right to remove any abandoned vehicles and charge Licensee for the full cost of removal.



Flammables

No gasoline, charcoal starter, oils, or other flammables shall be stored on the property except for immediate temporary use associated with hunting or recreation. Petroleum products, other than propane or heating fuel may not be stored in containers larger than 5 gallons. Fuel of any type must be stored in appropriate, commercially fabricated containers that are in good condition. No such materials other than propane or heating fuel shall be stored at the property at any time when the campsite is not being used by Licensee.

Personal Property

Personal property and items may not be stored on the property other than those relating to the purpose of the license. **Items left on the property after a license has expired become property of MIM.**Previous Licensees will not be granted access to retrieve item.

Risk of Loss

Licensee accepts all risk of loss of any kind or nature to any structure or campsite, and any personal property or the property of others. MIM shall not have any liability for damage to any structure, or personal property even if such damage is caused by MIM, or their respective contractors, agents or assigns. Licensee may obtain separate insurance coverage for its personal property.



Unacceptable Campsites and Structures



This is an unsafe structure which cannot be maintained or inhabited.



The two structures are acceptable; however, this is not considered a tidy campsite.



All trash must be removed from the property, no dumping will be tolerated.



All vehicles must be registered and in good working order. We do not tolerate abandoned vehicles.





SAFETY

Visible Clothing

Licensee must wear visible clothing (i.e., blaze orange) while accessing the property.

No Access To Restricted Areas

Access by any licensed party into a restricted area is strictly prohibited. MIM receives the right to close access to the property or any part of the property without notice, when such action is necessary to protect its timber resources, property operations or the public safety.



SAFETY

Fire Prevention

Licensee must take all customary precautions and procedures to prevent fires on the property and adjacent lands. HFM RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO PROHIBIT THE MAKING OF FIRES ON THE PROPERTY. If Licensee becomes aware of any uncontrolled fire on or near the property, Licensee must immediately notify appropriate government agencies and MIM.

Red Flag Warning

Licensee must suspend all operations on the property promptly following the occurrence of a Red Flag Warning issued by the National Weather Service (a "Red Flag") or similar warning in effect in the county where the property is located or at any other time as MIM determines there is an increased risk of fire, property damage or other hazard from conducting such activities and posts such alert on www.hancockrecreation.com for as long as the alert is in effect.





FOREST OPERATIONS

No Removal of Forestry Products

Licensee may not cut, damage, destroy, or otherwise remove timber, forestry products or any other natural resource (including, without limitation, foraging truffles, berries, mushrooms, bark, roots, seedlings, transplants, Christmas trees, bear grass, shrubs, etc.), located on the property or otherwise belonging to MIM. Licensee is strictly prohibited from bringing outside timber products on the property.

No Injury to Trees

Licensee may not place any nails, screws, screw in steps, or other metal objects in trees. Acting in violation of this section will be considered a willful trespass and the Licensee may be required to pay a sum equal to three (3) times the fair market value of the timber that is cut, damaged or destroyed, together with all incidental costs sustained by MIM.

Should the Licensee wish to post signage, aluminum nails and staples are the only acceptable method to be used.



FOREST OPERATIONS

Dangerous Conditions

WARNING! POSSIBLE DANGEROUS

CONDITIONS! Licensee is cautioned that the property is primarily used for the production of forest products and that the property may include very dangerous conditions. Many roads and sites on the property may be primitive and not maintained. There may be unmarked hazards or hazards that are not readily apparent on the property. Dangerous activities, including, but not limited to, hunting may occur on the property. Areas of the property may be subject to logging activities and other dangerous activities, including, without limitation, tree cutting, aerial fertilizing and herbicide spraying using ground and aerial methods. Licensee acknowledges that the property may be in a remote location and, in some cases, without cellphone service or other means to summon emergency services. As always, weather and road conditions are subject to change with little or no warning.



FOREST OPERATIONS

No Interference

Licensee will at all times take all necessary measures so as not to interfere with MIM, its employees', other Licensees', invitees', and contractors' operations, including, without limitation, cutting and removing forest products or other land use activities

Confidential Information.

Licensee must hold all non-public information and/or documentation in confidence and cannot disclose such confidential information to any person or entity other than to its attorneys, insurers or other professional advisors that need to know such information, or to the extent required by any applicable laws, or order of any court, government agency, regulator or self-regulatory organization, or in connection with the enforcement of its rights under the license contract.





Dogs

Licensee may utilize the assistance of dogs for the hunting of squirrel, rabbit, raccoon, birds, and feral swine only so long as such hunting is done in accordance with local, state, and federal laws and regulations and not during deer season. Licensee may not use dogs on the property for the purpose of hunting any other species, such as deer or bobcat. With the prior written consent of MIM Licensee may hunt deer with dogs on the property provided such hunting is done in accordance with all applicable laws. Licensee may request consent for to hunt deer with dogs via the "contact us" page on the Website.

Firearms

Discharge of weapons within 500 yards of a working party, or from any vehicle, occupied dwelling, residential development, public property or place of business is strictly prohibited. Licensee acknowledges the inherent danger of discharging a firearm and will take all necessary precautions so as not to endanger the lives or property of others. Licensee agrees to keep all firearms in a "safe" position at all times and will not approach anyone with a gun drawn.

No Shooting Range

Dedicated shooting ranges are strictly prohibited on the property – members and guests may have an area to sight in firearms on an incidental basis, but no other shooting activities may take place in such area.

No Recreational Sport Vehicles

Vehicular travel on or across the property is limited to the established roads and is prohibited in, on, over, or across areas on which young timber stands have been established. The use of four-wheel-drive (all wheel) or all-terrain vehicles (ATV) as well as the use of the property for recreational and off-road vehicle "sporting purposes" is expressly prohibited. Vehicles, including, but not limited to all-terrain vehicles, are to be operated only for the purpose of, and in connection with, hunting and fishing activities.

No Short-Term Sales

Selling daily or short-term permits to non-members of a Licensee's hunting club is strictly prohibited. The operation of the license as a commercial hunting preserve (including the selling of daily or short-term permits to any non-members) is strictly prohibited and will result in immediate termination of the license.



Rules and Regulations

Licensee must comply with all applicable laws, statutes, ordinances and regulations of federal, state, and local governments and agencies thereof, including but not limited to, compliance with all conservation and environmental protection and Fish and Game laws and regulations of the United States and of the state where the property is located, including, without limitation, as to any restrictions or allowances, and all restrictions identified by MIM or any other applicable authority for the property. Licensee is responsible for and shall obtain all permits or authorizations required in its use of the property.

No Structures

Hunting stands and game cameras are allowed if they are temporary so that nothing is driven, screwed, or nailed into any tree causing damage to the tree. Stands are not permitted between the ditch lines of any road and must allow for road maintenance activities. All stands must be a minimum of 150 feet removed from boundaries of the property. Box stands may not be constructed in any road, regardless of size, usage, or lack of ditches.

Trapping

Except as specifically identified as a restriction on the property or by MIM, trapping is permitted in accordance with applicable Fish and Game laws.



HUNTINGFood Plots

Licensee may plant temporary food plots in areas such as old machine sets. Food plots may be up to one acre in size and may not be located within any existing roadbed or timber. No trees shall be removed for the construction of any food plot.

Harvesting of Game

When game is harvested, all required paperwork should be filled out and submitted in accordance with applicable laws governing use of the property.



Hunting Club Code of Ethics

It will be the responsibility of the Licensee to furnish each hunter or guest with a copy of the license contract. MIM reserves the right to deny access to the property to any person or persons who fail to follow the provisions of their contract, including, without limitation, for any of the following reasons:

- drunkenness
- carelessness with firearms
- trespassing on property of adjoining landowners
- acts which could reasonably be expected to, or which MIM determines in its sole and uncontrolled discretion may, strain relationships with adjoining landowners
- other activities which to the ordinary person would be considered objectionable, offensive, or to cause embarrassment to MIM, the property owner or any related entity or be detrimental to such entity's interest



No Violation of Hunting Laws

Hunting is an integral part of wildlife conservation. Licensee pledges to hunt in accordance with conservation laws and rules. There will be no tolerance for violators in any capacity and any such violation will result in immediate cancellation of their license.

Safety

Hunting is a great experience when done safely. Licensed parties pledge to hunt with safety first in mind always. Close calls, injuries, and tragedies ruin the hunting experience. The licensed party will not hunt near any active operations which always have priority over hunting activities.





Respect and Courtesy Towards Neighbors

Licensee and all parties entering the property under the license (Licensed Parties) pledge to help MIM to be a good neighbor by being courteous and respectful to neighboring landowner's and their interests. We ask for Licensed Parties to follow the following guidelines:

- Do not go onto any neighboring property without permission of the applicable landowner
- Do not competitively hunt along property lines or near food plots on neighboring property
- Do not to take any action to cause conflict or ill feelings with neighboring properties
- No hunting stands may be placed within 150 feet of a neighboring property
- Licensee will be proactive in working with any landowner of neighboring property to resolve any hunting conflicts that arise
- Work with neighboring landowners on dog hunting issues
- Be courteous and professional when approaching strangers on property and asking if they have permission to be there since many other people have rights to enter the property
- Never approach any person with a gun drawn





COMMON ISSUES

Theft

Unfortunately, MIM and its Licensees occasionally experience an issue with theft. When theft takes place, first report the issue to the local Sheriff's Department. If the Sheriff's Department is able to identify a suspect, the Licensee should press charges. MIM will stand behind any Licensee that presses charges in any trespassing, littering, or theft case. We also encourage Licensees to use trail-cameras as security cameras. Photos depicting a thief can be used as evidence to support a trespassing or theft charge. Licensees can place trail cameras in hidden locations near campsites or on roads to monitor foot or vehicular traffic.

Advances in technology also are making it possible to "GPS tag" and track nearly anything. Tech companies have developed small GPS devices that can be stored within or on physical equipment such as tractors, ATV's, trucks, boats or even hidden within trail cameras or portable deer stands. The GPS tags can be programmed to alert the user if the tagged equipment moves from a defined area. Once alerted, the user can track the equipment using GPS. This technology not only helps the local Sheriff's Department make an arrest, but also helps you recover stolen equipment.



COMMON ISSUES

Dumping

In the case of illegal dumping, try and keep all main roads gated and be diligent in keeping those gates closed and locked. Dumping can be reported to the local Sheriff's Department to file an illegal dumping/trespass/criminal mischief charge. If the issue is chronic, consider using a trail camera to try and catch the litterbug in the act.

Trespassing

HFM does not recommend approaching or confronting trespassers since we often do not know why the individual(s) are trespassing. If you have an issue with trespassing, contact the local Game Warden or Sheriff's Office as well as MIM.



COMMON ISSUES

Road Repair

Recreational Access License land AS-IS with no guarantee of repair, maintenance, navigability, or access through the life of the recreational license. In addition, MIM does not guarantee that there will be roads to all parts of any tract. Lastly, there are some roads that may not be travelable in certain weather conditions due to the soil type or other conditions. Licensee is advised to exercise due care when using the roads on the property.

MIM most commonly completes roadwork surrounding active timber operations. Issues arising in areas where there is no active timber operations may be addressed, but only after being approved by our forestry division. Request for road work can be submitted to MIM and will be undertaken or not undertaken in MIM's sole and absolute discretion. Please include a map, photos and GPS locations of the area of concern when submitting a request for roadwork.



Thank you for taking the time to review the information in this License Holder Guide. We hope you have found this guide informative, ensuring a safe and successful year.

Please contact The Manulife Recreation Team for clarification or any additional questions.

hancockrecreation@manulife.com

Manulife