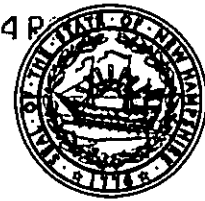




The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

November 30, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend a Drinking Water and Groundwater Trust Fund grant (PO# 1066444) to the Southeast Land Trust of NH (VC#155425-B001) (hereinafter "SELT"), Exeter, NH by extending the completion date from December 31, 2020 to December 31, 2022. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on March 13, 2019, Item #66. 100% Drinking Water and Groundwater Trust Fund.

EXPLANATION

We are requesting this extension to complete the closing for the remaining two parcels for this Lamprey River Water Supply Protection Project in Epping, NH (the project). This water supply protection project consists of the purchase of, or conservation easement on, four parcels. Two of the four parcels (Phases 1 and 2) have been purchased. The time extension is requested to allow additional time needed to complete the negotiations and closing on the last two parcels (Phase 3). Extending the completion date through December 2022 will allow SELT to continue to work with the property owner to finalize the agreement and complete Phase 3 of the project. To date, \$261,787 of the \$271,787 grant funds have been spent.

In the event that grant funds no longer become available, General funds will not be requested to support this program. This amendment has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.

Robert R. Scott
Commissioner

**Grant Agreement with the Southeast Land Trust of NH
Drinking Water and Groundwater Trust Fund Grant**

Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 19th day of November 2020, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Southeast Land Trust of NH (hereinafter referred to as "SELT"), acting by and through its Executive Director, Brian Hart (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on March 13, 2019, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement, and set forth herein, the parties hereto do hereby agree as follows:

1. **Amendment and Modification of Agreement:** The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from December 31, 2020 to December 31, 2022.
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials 317
Date: 11/19/20

CERTIFICATE of AUTHORITY

I, Samuel Reid, President of the Southeast Land Trust of New Hampshire, do hereby certify that:

1. I am the duly elected President of the Southeast Land Trust of New Hampshire;
2. The Southeast Land Trust of New Hampshire has agreed to accept the New Hampshire Department of Environmental Service's Drinking Water & Groundwater Trust Fund grant funds and sign a contract to amend a Grant Agreement with the New Hampshire Department of Environmental Services for the Lamprey River Water Supply Protection Project, in Epping, NH;
3. The Board for the Southeast Land Trust of New Hampshire further authorized the Executive Director to execute any documents which may be necessary for this contract;
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
5. **Brian Hart** has been appointed to and now occupies the office indicated in (3) above:

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Southeast Land Trust of New Hampshire, on November 19, 2020.

Samuel Reid, President
Samuel Reid, President

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

On this the 19th day of November, before me Cathy A. Towle
Notary Public

the undersigned officer, personally appeared Samuel Reid who acknowledged him to be the President of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

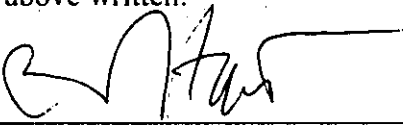
In witness whereof, I have set my hand and official seal.

Cathy A. Towle
Notary Public
Commission Expiration Date: 12/16/2020

(Seal)



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

By 
Brian Hart, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 19th day of November, 2020, before the undersigned officer, personally appeared Brian Hart who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary/Justice Peace Name

My Commission Expires: 08/14/2024



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 1st day of December, 2020

OFFICE OF ATTORNEY GENERAL

By 



SOUTLAN-01

AHILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Wainey Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Anna Hill	
	PHONE (A/C, No, Ext): (703) 397-0977	FAX (A/C, No): (703) 397-0995
INSURER(S) AFFORDING COVERAGE		
INSURER A: Federal Insurance Company		NAIC # 20281
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OBJECT <input type="checkbox"/> LOC OTHER:			35780421	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			(20)7360-66-93	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(21) 7170-62-57	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Environmental Services PO Box 95 Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

State of New Hampshire

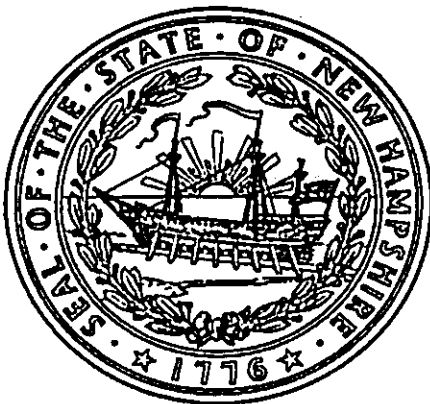
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEAST LAND TRUST OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 21, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64227

Certificate Number: 0005043200



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of November A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



PO# 1066444

February 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C
DATE 3/13/19
ITEM # 66

REQUESTED ACTION #DWGT-662

Authorize the Department of Environmental Services to award a grant to the Southeast Land Trust of New Hampshire (hereinafter "SELT), (VC#155425-B001), Exeter, NH in the amount of \$271,787 to purchase 162.7 acres of land and acquire a conservation easement on 129.6 acres of land all in the Town of Epping to protect drinking water supply, effective upon Governor & Council approval through December 31, 2020. 100% Drinking Water /Groundwater Trust Fund.

Funding is available in the account as follows:

03-44-44-442010-3904-073-500580
Dept Environmental Services, DWGW Trust, Grants Non-Federal

WU10985432
RQ 192025
FY 2019
\$271,787 L21

EXPLANATION

The Drinking Water and Groundwater Trust Fund was created in 2016, using \$276 million of MtBE trial judgement funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

On December 1, 2018, the Advisory Commission voted to authorize grants for fifteen drinking water source protection projects. SELT's request for \$271,787 was selected for grant funding from the Drinking Water and Groundwater Trust Fund. SELT will use the grant funds as well as grants from the Aquatic Mitigation Fund, the Natural Resources Conservation Service (NRCS) Wetlands Reserve Program, and the Great Bay Resource Protection Partnership to acquire 162.7 acres of land within the source water protection area of the UNH/Durham public water supply. SELT will own all 162.7 acres. They will own 33.1 acres of the land fee simple with deed restrictions and NRCS will hold a conservation easement with restrictions on the remaining 129.6 acres of land.

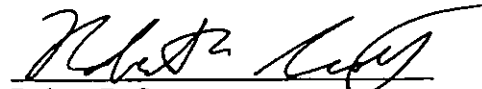
278-6300

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
Page 2 of 2

The total cost for SELT to acquire the land and conservation easement is \$742,694. The Department will provide \$271,787 with \$470,907 in match provided by SELT. The purchase price of this land and conservation easement is based on recent appraisals of fair market value.

Exhibit A describes the scope of the grant. Exhibit B provides the grant amount and payment terms and Exhibit C contains special provisions. Attachment A contains the draft fee simple deed with restrictions and Attachment B contains the conservation easement deed with restrictions. The Attorney General's office has approved the attached draft conservation easement deed as to form and substance, and will approve the actual deed as to execution. Attachment C contains a map of the land, which shows the land's relationship to the water supply source being protected.

Respectfully submitted,


Robert R. Scott
Commissioner


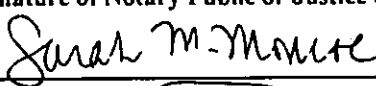
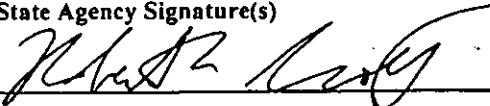
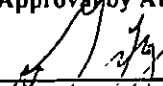
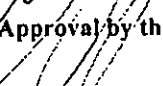
Subject: Grant Agreement for a NH Drinking Water and Groundwater Trust Fund Grant

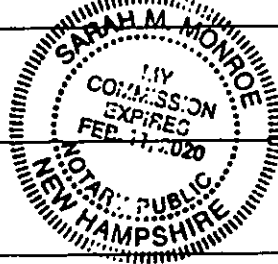
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Southeast Land Trust of New Hampshire		1.4 Grantee Address 6 Center Street, Exeter, NH 03833	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 12/31/2020	1.7 Audit Date N/A	1.8 Grant Limitation \$271,787
1.9 Grant Officer for State Agency Holly Green NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271-3114	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Brian Hart, Executive Dir.	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>12/21/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of <u>Notary Public</u> or Justice of the Peace Sarah M. Monroe			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>2/25/19</u>			
1.17 Approval by the Governor and Council By:  On: <u> / /</u>			



2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional,

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 failure to submit any report required hereunder; or
- 11.1.3 failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 11.2.1 give the Grantee a written notice specifying the Event of

GAH
12/1/11

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein 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.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by 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 any provisions 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 Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

Southeast Land Trust of New Hampshire

The Southeast Land Trust of New Hampshire (SELT) will use the grant to purchase approximately 162.7 acres of land in the protection area of the UNH/Town of Durham's drinking water source. The parcels of land designated on current Epping Tax Map 5 as Lots 28 and 30-2; Map 11, Lot 17; and Map 17, Lot 44. Tax Map 5, Lots 28 and 30-2 are to be protected in perpetuity with deed restrictions (see Attachment A). Tax Map 11, Lot 17 and Tax Map 17, Lot 44 will be protected in perpetuity, as specified in conservation easement deed (see Attachment B), with water supply protection being one of the purposes of the conservation easement. The payments for phases 1 and 2 will be refunded by SELT if phase 3 is not completed by the completion date of the grant agreement.

EXHIBIT B

GRANT AMOUNT & PAYMENT SCHEDULE

This is a three phase project and payments may be made for each phase completed:

Phase 1-\$140,000 upon closing on Tax Map 5, Lot 30-2 and recording at Registry of Deeds;

Phase 2-\$121,787 upon closing on Tax Map 5, Lot 28; and recording at Registry of Deeds; and

Phase 3-\$10,000 upon closing on Tax Map 11, Lot 17 and Tax Map 17, Lot 44 and recording at Registry of Deeds.

Total amount: \$271,787.00

Payment shall be made to the SELT upon receipt of the following for each phase of the project:

1. Survey of the parcel of land.
2. A copy of the appraisal.
3. Title examination.
4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.

Grantee Initials

Date

SJA

6/22/2019

5. Completed baseline documentation form or management summary, as applicable, which indicates the current condition of the property.
6. Documentation to support the match portion of each phase and totaling \$470,907.00, provided by the Southeast Land Trust of New Hampshire.
7. The finalized conservation easement deed or deed restrictions, as applicable.

EXHIBIT C

SPECIAL PROVISIONS

1. Subparagraph 1.7 of the General Provisions shall not apply to this Grant Agreement.
2. Section 17.1.2. is amended so that the required comprehensive general liability insurance per occurrence is \$1,000,000 for bodily injury or death in any one incident as no construction or other similar activities will be performed by the grantee. Any subcontractor will remain obligated to carry comprehensive general liability insurance in amounts not less than \$250,000 per claim and \$2,000,000 per occurrence.

Grantee Initials

BA

Date

01/22/2019

CERTIFICATE of AUTHORITY


I, Sam Reid, President of the Southeast Land Trust of New Hampshire, do hereby certify that:

1. I am the duly elected President of the Southeast Land Trust of New Hampshire;
2. The Southeast Land Trust of New Hampshire has agreed to accept New Hampshire Department of Environmental Services Drinking Water & Groundwater Trust Fund Grant funds and to enter into a contract with the New Hampshire Department of Environmental Services for the Lamprey River Water Supply Protection project in Epping;
3. The Board for the Southeast Land Trust of New Hampshire further authorized the Executive Director to execute any documents which may be necessary for this contract;
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
5. The following person has been appointed to and now occupies the office indicated in (3) above:



Brian Hart, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Southeast Land Trust of New Hampshire, on December 20, 2018.



Sam Reid, President

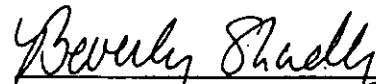
STATE OF NEW HAMPSHIRE

County of Strafford

On this the 20th day of December, before me Beverly Shadley
Notary Public

the undersigned officer, personally appeared Sam Reid who acknowledged him to be the President of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Notary Public Signature

Commission Expiration Date: 3/23/21
(Seal)

BEVERLY A. SHADLEY, Notary Public
State of New Hampshire
My Commission Expires March 23, 2021

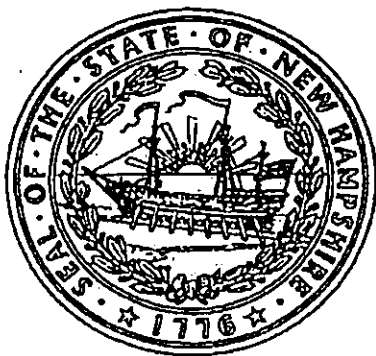
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEAST LAND TRUST OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 21, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64227

Certificate Number: 0004225129



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of December A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



SOUTLAN-01

BAVERHART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Anna Hill
	PHONE (A/C, No, Ext): (703) 397-0877
FAX (A/C, No): (703) 397-0995	
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Federal Insurance Company	NAIC # 20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

 Southeast Land Trust of New Hampshire
 PO Box 675
 Exeter, NH 03833

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROP <input type="checkbox"/> LOC OTHER:			3579-04-21 EUC	10/22/2018	10/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3579-04-21 EUC	10/22/2018	10/22/2019	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	(19)7170-62-57	10/22/2018	10/22/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Environmental Services PO Box 95 Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ATTACHMENT A

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that *Property Seller*,
(*single/husband and wife*), with a principal place of residence of _____,
Town of _____, County of _____,
State of New Hampshire, for consideration paid, grants to the Town of _____,
a municipal corporation with an address at _____, County of _____,
State of New Hampshire, with WARRANTY COVENANTS, a
certain tract of land (herein referred to as the "Property") situated on
_____ Road, in the Town of _____, County of _____, State
of New Hampshire.

The Property being conveyed is subject to the following restrictions pursuant to NH RSA
486-A:1-14:

- (1) No industrial or commercial activities or improvements shall occur on the Property except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities;
- (2) No land surface alterations shall occur on the Property such as filling, excavation, mining, and dredging except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities;
- (3) No wastes generated off the Property shall be disposed of or discharged on the Property;
- (4) No hazardous substances shall be stored, applied, or disposed of on the Property, except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that do not threaten water supply protection;
- (5) No acts or uses shall occur on the Property that would:
 - a) Degrade the water quality such that the standards set for public drinking water by the State of New Hampshire Department of Environmental Services would be threatened;
 - b) Cause an unsustainable quantity of water to be withdrawn;
 - c) Harm state or federally recognized rare, threatened, or endangered species.
- (6) Permitted activities may include a community drinking water supply owned by a municipality, agriculture, forestry, and outdoor recreation, and shall be conducted in accordance with a stewardship plan prepared for the Property and with the State of New Hampshire best management practices then applicable.

The restrictions above shall be enforceable in perpetuity by action at law or by injunction or other proceedings in equity.

A certain tract or parcel of land situate in the Town of _____, County of _____
and State of New Hampshire, more particularly bounded and described as follows:

[Insert legal description of land]

Meaning and intending to release to the Town of _____ any interest I/we may have in a portion of the premises conveyed by _____, to _____, by deed dated *Month, Day, Year* and recorded in the _____ County Registry of Deeds at Book _____, Page _____.

WITNESS our hands and seals this _____ day of _____, 200X.

Property Seller's Name

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____, 200X, the above named, *Property Seller's name*, personally known to me or satisfactory proven to be the person whose name is subscribed to the within instrument and acknowledged the same to be his free act and deed.

Before me,

Justice of the Peace/Notary Public
My Commission Expires:

Attachment B

Conservation Easement Deed

**WARRANTY EASEMENT DEED
IN PERPETUITY**

**AGRICULTURAL CONSERVATION EASEMENT PROGRAM –
WETLAND RESERVE EASEMENT
EASEMENT NO. _____**

THIS WARRANTY EASEMENT DEED is made by and between

_____ of
_____ (hereafter referred to as the
“Landowner”), Grantor(s), and the UNITED STATES OF AMERICA and its assigns,
(hereafter referred to as the “United States”), Grantee. The Landowner and the United States are
jointly referred to as the “Parties”.

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and the acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the Easement Area.

Authority. This easement deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetland Reserve Easement.

NOW THEREFORE, for and in consideration of the terms of this mutual obligations and benefits recited herein to each party and the sum of _____

_____ Dollars
(\$ _____), paid to Grantor(s), the receipt of which is hereby acknowledged, Grantor (s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (Grantee), in perpetuity, the lands comprising the Easement Area described in Part I and appurtenant rights of access to the Easement Area, but reserving to the Landowner only those rights, title, and interest in the lands comprising the

Easement Area expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Grantor(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the Easement Area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the Easement Area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the Easement Area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the Easement Area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, non-permanent and easily assembled, disassembled and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

- F. Water rights and water uses. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this Easement Deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this Easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the Easement Area:
1. haying, mowing, or seed harvesting for any reason;
 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 3. accumulating or dumping refuse, wastes, sewage, or other debris;
 4. harvesting wood or sod products;
 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Easement Area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. building, placing, or allowing to be placed structures on, under, or over the Easement Area; except for individual semi-permanent hunting or observation blinds for undeveloped recreational uses the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
 8. planting or harvesting any crop;
 9. grazing or allowing livestock on the Easement Area;
 10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. use of the Easement Area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the Easement Area; and
 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area if such activities

will alter, degrade, or otherwise diminish the functional value of the Easement Area.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the Easement Area are prohibited on the Easement Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area.
- D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.
- E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.
- F. Use of water for easement purposes. The Landowner shall use water for easement purposes as set for in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.
- G. Protection of water rights and water uses. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- I. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the Easement Area.
- J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.
- K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated. Landowner and its successors and assigns shall specifically refer to this Easement

Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

PART IV. Compatible Uses by the Landowner.

- A. **General.** The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the temporary use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. **Limitations.** Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

PART V. Rights of the United States. The rights of the United States include:

- A. **Management activities.** The United States has the right to enter the Easement Area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the Easement Area. The United States may apply to or impound additional waters, in accordance with State water law, on the Easement Area in order to maintain or improve wetland and other natural values.
- B. **Access.** The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed.
- C. **Easement Management.** The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this Easement Deed to any Federal or State agencies authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any

delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify, subordinate, exchange, or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

- D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this Easement Deed constitute things of value to the United States and this Easement Deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this Easement Deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the Easement Area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
 2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this Easement Deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this Easement Deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the Easement Area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this Easement Deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this Easement Deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Agricultural Conservation Easement Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes,

ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near or from the Easement Area..

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which the United States may be subject or incur relating to the Easement Area, which may arise from, but is not limited to, Landowner’s negligent acts or omissions or Grantor’s breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the Easement Area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the Easement Area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this Easement Deed.

Dated this _____ day of _____, 2____.

Landowner(s): _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2____, before me, the undersigned, a Notary Public in and for said State personally appeared _____, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACCEPTANCE BY GRANTEE:

I _____ (name), _____ (title),
being the duly authorized representative of the United States Department of Agriculture, Natural
Resources Conservation Service, do hereby accept this Warranty Easement Deed with respect to
the rights and duties of the United States of America, Grantee.

Dated this _____ day of _____, 2_____.

Signature

Title

This instrument was drafted by the Office of General Counsel, U.S. Department of Agriculture,
Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

Exhibit D
Water Uses and Water Rights

Natural Resources Conservation Service
Wetlands Reserve Easement #5414281601KRQ
Owner: L.E.R. Realty Company, Limited Partnership

I: Water Uses and Water Rights Reserved to the Landowner

(Warranty Easement Deed Part II.F.)

NRCS determines the Landowner may continue on, across, or under the easement area to withdraw groundwater on a sustainable yield basis, and to remove said groundwater from the Property only for the purpose of providing a public water system (for the Town of Danville), as defined by NH RSA 485:1-a, XV, as it may be amended from time to time. "Sustainable yield" shall mean that rate of annual water withdrawal that can be replenished from the aquifer on an annual basis, based on well recovery rates. Withdrawal or removal of groundwater for private, commercial purposes not served by a public water system is expressly prohibited.

Test Wells:

Prior to drilling test wells on the Property, the Landowner shall submit a Test Well Site Plan to the NRCS for review and approval. Said plan shall identify the proposed locations and access for the test wells, and identify the steps to be taken to minimize damage to the Property and Purposes of this Easement. The Landowner shall include in The Test Well Site Plan a restoration plan that addresses the impacts associated with the test wells and associated improvements.

The NRCS shall limit its review of the Test Well Site Plan to the proposed access and restoration plan components and either approve, approve with conditions, or deny those components of the Test Well Site Plan within thirty (30) days of receipt of the request.

The NRCS is encouraged to communicate regularly and openly with the Landowner as it develops its Test Well Site Plan.

In the event that if after two (2) years from the date of installation of the test wells the Landowner has not submitted a Construction Proposal per Env-Ws 374.02, as may be amended, to the State of New Hampshire, then the Landowner shall initiate the restoration plan and complete it within six (6) months. The Landowner may request extensions from the NRCS for implementing and completing the restoration plan which the NRCS may grant at its discretion.

Facilities and Improvements:

For the purposes hereof, permitted activities in conjunction with a groundwater withdrawal development project shall consist of the installation, maintenance, monitoring, and replacement of test wells, long-term water production wells, monitoring wells, monitoring stations, pumping stations, and ancillary improvements such as but not limited to permeable-surface roads, signs, electric utilities necessary to power the pumps and related equipment, pipes, conduits, and security facilities, but only if they are required to be located on the Property. To the extent that said facilities and improvements must be located on the Property, those facilities and improvements shall, to the maximum extent possible, be located so as to minimize the impact to and disturbance of the Property and the Purposes of this Easement, and are subject to the prior written approval of the NRCS, as outlined below. Other major facilities including, but not limited to, storage tanks, shipping facilities, non-permeable pavement, and office and laboratory facilities for employees shall not be located within the Property.

Prior to submitting a Construction Proposal per Env-Ws 374.02, as may be amended, for approval by the appropriate State of New Hampshire agency, the Landowner shall submit to the NRCS for approval the following information and plans (hereinafter, collectively referred to as "Site Plans") in appropriate format (e.g., documents, maps, plans, specifications, and designs) sufficient to identify the location and design of any proposed facilities or improvements on the Property, including but not limited to temporary or permanent well sites, pumping stations, and ancillary improvements such as but not limited to access ways/roads, signs, electric utilities, pipes, conduits, security facilities, and the provisions to minimize disturbance and impacts to the Property and Purposes of this Easement during and after installation and operation of the ground water withdrawal development project for the public water system.

The NRCS shall approve, approve with conditions, or deny the proposed Site Plans in writing within sixty (60) days of its receipt, and base its decision on the impacts to the Property and the Purposes of this Easement. Should NRCS deny the proposed Site Plans, it shall describe with reasonable particularity its reasons for doing so within the written denial.

The Construction Proposal submitted to the State of New Hampshire shall accurately reflect the Site Plans approved by the NRCS.

Upon completion of the ground water withdrawal development project, the Landowner shall submit an "as built" Site Plan to the NRCS.

Any proposal to expand, enlarge or relocate facilities and improvements related to groundwater withdrawal shall require the approval of the NRCS in accordance with same site plan development and review process and procedures detailed above. This provision does not apply to increases in water withdrawal rates or amounts (provided no

infrastructure modifications or new infrastructure are needed), or to maintenance or repair of existing approved facilities and improvements.

- ◊ If the groundwater wells and associated facilities and improvements are no longer used and there is no feasible plan for their eventual reuse, the Landowner shall undertake the restoration of the site in consultation with the NRCS.

Compliance with Law:

Activities taken by the Landowner in execution of the groundwater withdrawal right herein shall comply with all federal, state and local requirements, including but not limited to requirements associated with public water supply, water withdrawals, and groundwater discharges, and the Landowner shall obtain any associated and requisite approvals from said agencies and abide by the conditions of said approvals.

The Landowner shall provide to the NRCS a copy of any application for renewal, and any subsequent approval by the State, of the groundwater withdrawal permit.

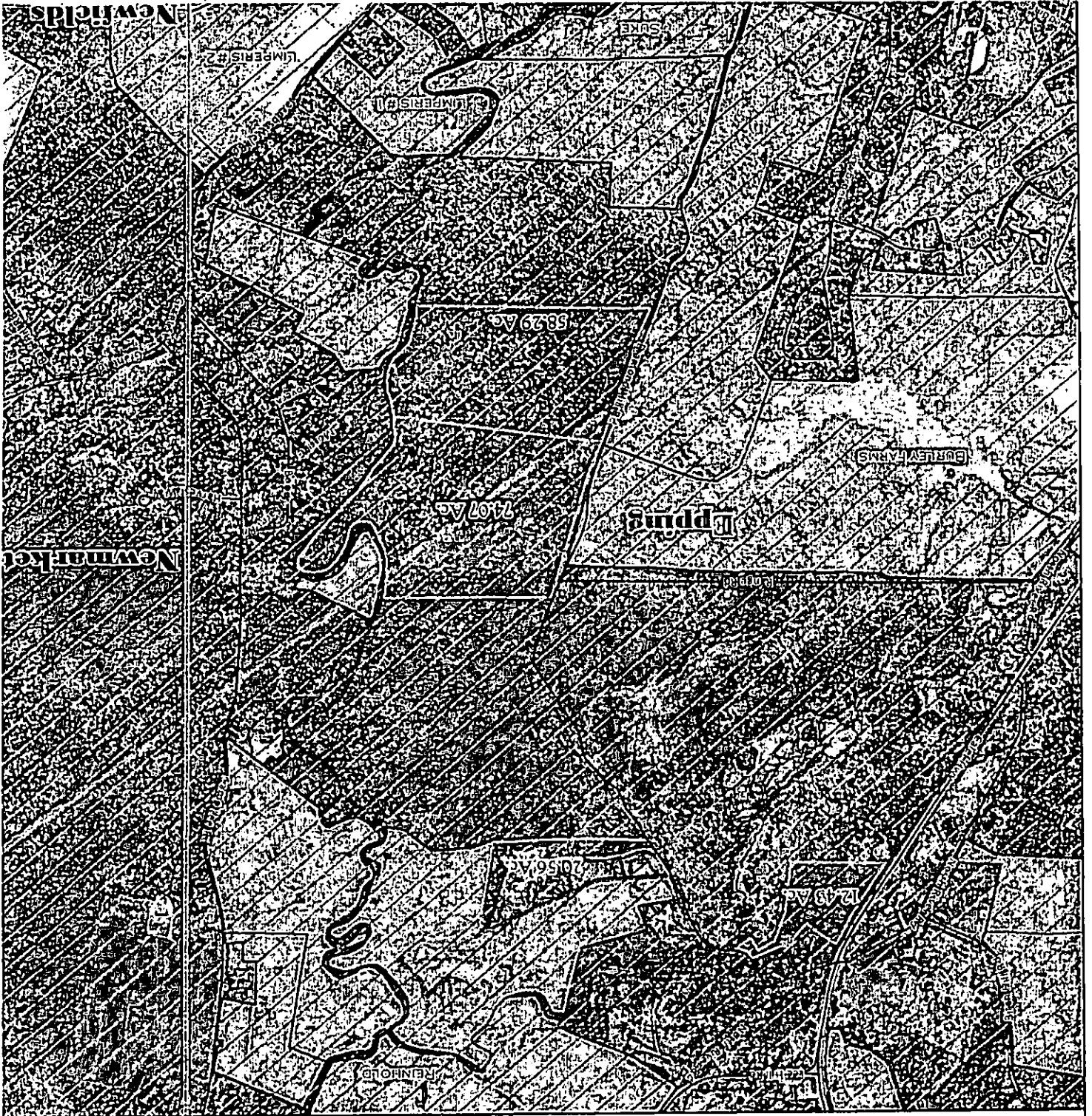
II: PROTECTION OF RESERVED WATER RIGHTS

The Landowner shall protect the reserved water uses and rights identified in I above by:

- Using the water for the designated purposes only.
- Providing NRCS with all notices concerning water rights, including notices of abandonment or forfeiture, from state water officials.
- Allowing NRCS to enter property to monitor the designated use.
- Attempting to administratively prevent abandonment or forfeiture.
- Never changing the water right(s) to another use, including sale or transfer of such water right, or conversion to another conservation use.

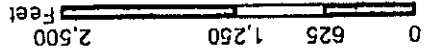
Attachment C

Map of SELT-Lamprey River Project (Epping)



Southeast Land Trust Lamprey River Project

- Town Boundaries
- Roads
- UNH/Durham Watershed Bounds
- Source Water Protection Areas
- Southeast Land Trust Project - Lamprey River
- Conservation Lands
- UNH Durham Intake



The coverages presented are under constant revision as new data or features are added. They may not contain all of the potential existing sites or features. RHOES is not responsible for the use or interpretation of this information. Not intended for legal purposes.

