



Robert R. Scott, Commissioner

February 1, 2019

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

REQUESTED ACTION

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 \$410,000 to purchase 160 acres land and acquire conservation easements on 155 acres of land all in the Town of Farmington 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	FY 2019
Dept Environmental Services, DWGW Trust, Grants Non-Federal	\$410,0000

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 \$410,000 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 Local Source Water Protection Program, the Great Bay Resource Protection Partnership and the NH Moose Plate Program to purchase 160 acres of land and acquire conservation easements on 155 acres all within the source water protection area for the City of Rochester.

The total cost for SELT to acquire the land and conservation easement is \$820,450. The Department will provide \$410,000 with \$410,450 in match provided by SELT. The purchase price of this land and conservation easements 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.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott
Commissioner


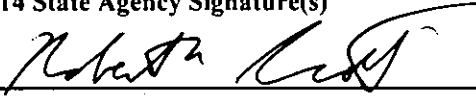
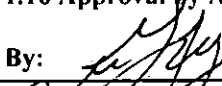
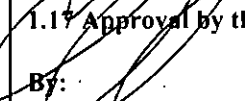
Subject: Grant Agreement for a NH Drinking Water and Groundwater Trust Fund Grant

GRANT AGREEMENT

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

GENERAL PROVISIONS

I. 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 \$410,000
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 Exe. Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>1/28/2019</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) <u>Allison Bolia</u>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Allison Bolia, Development Specialist</u>			
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>2/13/19</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

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 supercedes 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 160 acres of land and acquire conservation easements on approximately 155 acres of land in the protection area of the City of Rochester's drinking water source. The parcel of land designated on current Farmington Tax Map R-26 as Lot 1 is to be protected in perpetuity with deed restrictions (see Attachment A). Tax Map R-27, Lot 3, Tax Map R-9, Lot 8, Tax Map R-10. Lot 19, and Tax Map R-26, Lot 3 will be protected in perpetuity, as specified in conservation easement deeds (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 - \$315,250 upon closing on Tax Map R-26, Lot 1 and recording at Registry of Deeds;

Phase 2 - \$79,750 upon closing on Tax Map R-27, Lot 3; and recording at Registry of Deeds; and

Phase 3 - \$15,000 upon closing on Tax Map R-9, Lot 8, Tax Map R-10. Lot 19 and Tax Map R-26, Lot 3 and recording at Registry of Deeds.

Total amount: \$410,000

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.

Grantee Initials BW
Date 01/21/2019

4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.
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 \$410,000 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 JL
Date 6/28/2019

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 Rochester Water Supply Lands project in Farmington;
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

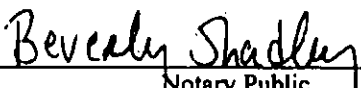
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Southeast Land Trust of New Hampshire, on December 20, 2018.



Sam Reid, President

STATE OF NEW HAMPSHIRE

County of Strafford

On this the 20th day of December, before me 

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 black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



SOUTLAN-01

AHIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2019

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 # 0C38881 Chantilly-Alliant Ins Svc Inc. 4830 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT Anna Hill PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995	
	INSURER(S) AFFORDING COVERAGE	
INSURED Southeast Land Trust of New Hampshire PO Box 878 Exeter, NH 03833	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	ACOL (W/S)	SUBR (W/S)	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"/> PRO-JECT <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 - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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 OCCUR EXCESS LIAB CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE FUNCTIONS EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(19)7170-62-67	10/22/2018	10/22/2019	PER STATUTE OTH-ER 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 NH Department of Environmental Services PO Box 85 Concord, NH 03302	CANCELLATION 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 C

Map of SELT-Rochester Water Supply Lands Project (Farmington)

ATTACHMENT B

The within conveyance is a transfer to a State Agency of New Hampshire and is therefore exempt from the New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2(I) and exempt from the LCHIP surcharge pursuant to RSA 478:17-g(II)a.

CONSERVATION EASEMENT DEED

BULLWINKLE, a Massachusetts General Partnership with a principal place of business at 189 East Lothrop Street, Beverly, Massachusetts, 01915 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grant in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 6 Center Street, PO Box 675, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), with

a **Third Party Right of Enforcement**, as further defined in Section 10 below, therein granted to the **STATE OF NEW HAMPSHIRE** acting through its **DEPARTMENT OF ENVIRONMENTAL SERVICES**, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302, (sometimes referred to herein as the "**Third Party Holder**"),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, consisting of approximately 58.64 acres, situated on Sheepboro Road in the Town of Farmington, County of Strafford, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof and shown on a survey plan entitled "Conservation Easement Plan Tax Map R-27 Lot 3, Sheepboro Road, Farmington, NH Owner of Record: Bullwinkle" Dated October 23, 2018, Scale: 1" = 120', prepared by Eric C. Mitchell & Associates, Inc. and recorded at the Strafford County Registry of Deeds herewith (herein referred to as the "Survey Plan").

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report with the original on file with the Grantee and a copy provided to the Grantor and with additional copies provided to the Third Party Holder.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the "Purposes") for the public benefit:

- A. The preservation of the forestland and wetlands in a primarily unmanaged, natural state where ecological processes occur with minimal human interference; and
- B. The protection of the natural wildlife habitats on the Property including the wetland and upland habitats thereon including approximately 21.4 acres of "Highest Ranked Habitat in the State", 34.3 acres of "Highest Ranked Habitat in the Biological Region", and 2.8 acres of "Supporting Landscape" as determined by the NH Fish & Game Department's 2015 Wildlife Action Plan; the protection of any state or federally recognized rare, threatened or endangered species on the Property that may exist; and the protection of any known or potential exemplary natural communities that occur or may occur in the future on the Property, and the protection of rare or vulnerable forest and wetland communities that occur or may occur in the future on the Property; and
- B. The protection of the quality and sustainable yield of ground water and surface water resources on and under the Property, as the Property lies within the watershed and Source Water Protection Area for Berry's Brook, a public water supply for the City of Rochester; and
- C. The conservation and protection of open spaces, particularly the expansion of conservation lands surrounding the Property, including the approximately 105.8 acre "LeClair" conservation easement held by the City of Rochester, the approximately 76.5 acre "Huppe" conservation easement held by the Southeast Land Trust of New Hampshire, and the approximately 157.8 acre "Berry Brook Forest" property owned by the Southeast Land Trust of New Hampshire; and
- D. The scenic enjoyment of the general public as viewed from the approximately 2,100 feet of undeveloped frontage along Sheepboro Road; and
- E. The conservation and long-term protection of the Property's productive agricultural and forest lands including approximately 7 acres of locally important farmland soils, 30.8 acres of Group IA important forest soils, and 27.8 acres of Group IB important forest soils as identified by the United States' Natural Resources Conservation Service.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2005 Master Plan of the Town of Farmington, which states in Chapter 3:

Section 11.4 "1) Conservation lands provide habitat, recreational opportunities, and protect critical natural resources. These resources also pay their own way in terms of Town services; and 2) Conservation lands contribute to Farmington's character as a community, and support its quality of life."

Section 11.5 “Increase efforts to secure conservation easements on undeveloped land with significant natural resources.” and

Section 12.7 “Protect areas that are known to support or have the potential to support important wildlife.”

And consistent with the aforesaid Wildlife Action Plan, approved by the U.S. Fish and Wildlife Service in 2015, whose “Conservation Action 1500. Land Protection” states: “Highly threatened and essential habitat resources should be priorities, such as riparian/shoreland habitat, larger unfragmented blocks, and wildlife corridors that connect significant habitat.”

and with New Hampshire RSA Chapter 79-A which states: “It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources.”

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

A. There shall not be conducted on the Property any industrial or commercial activities, except Agriculture and Forestry, as described below, and provided that the capacity of the Property to provide natural wildlife habitat shall not be degraded by on-site activities.

i. **Description of Agriculture and Forestry**

a. **Agriculture:** For the purposes hereof, “Agriculture” shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables) all as not detrimental to the Purposes of this Easement.

b. **Forestry:** For the purposes hereof, “Forestry” shall be limited to the cutting of trees for the small-scale harvesting of wood products for domestic use of the Grantor, such as cutting firewood or saw logs, and to remove dead, deformed, or dying trees as needed to reduce pest, disease, or public safety hazards and shall also include the harvest of sap from trees for the production of maple syrup, all as not detrimental to

the Purposes of this Easement. Grantor shall be limited to cutting not more than four (4) cords or six thousand (6,150) board feet in total per year.

Notwithstanding the above, Grantor may request approval from Grantee to exceed said annual limit in cases of pest, disease, or public safety hazards. At least forty-five (45) days before cutting beyond said annual limit, the Grantor shall provide the Grantee with written information such as a justification of cutting related to pest, disease, or public safety hazard, location, and any other relevant information sufficient to identify and evaluate the activity to determine the activity is consistent with and not detrimental to the Purposes of this Easement. The Grantee shall approve, approve with conditions, or disapprove within thirty (30) days of receipt of the Grantor's written request. Approval not to be unreasonably withheld. In cases where pest, disease, or public safety warrant immediate action, the Grantee has the right, in its sole discretion, to waive the requirement that the Grantor's request be submitted in writing.

- ii. **Requirements for Agriculture:** Agriculture shall be allowed on not more than 3 acres of the Property contemporaneously, which total shall include the area of any structure or improvement used for Agriculture, and shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Such management activities shall not be detrimental to the Purposes of this Easement.
- iii. **Requirements for Forestry:** Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:
 - "New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations" (N.H. Division of Forests and Lands, 2016); and
 - "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 2010), or similar successor publications.

B. The Property shall not be subdivided, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.

C. The following provisions shall apply to structures or improvements on the Property:

- i. No structure or improvement shall be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, above, or below the Property, except for structures and improvements which:

- a. Are necessary in the accomplishment of Agriculture, Forestry, conservation, wildlife management, or noncommercial, non-motorized outdoor recreational uses on the Property, which may include but shall not be limited to: permeable roads, dams, fences, bridges, culverts, barns, maple sugar houses, trails, boardwalks or sheds; and
 - b. Do not cause the total impervious surface coverage of the Property to exceed five-tenths percent (0.5%) of the Property's overall size, or three-tenths (0.3) acres; for the purposes of this restriction, impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property. Impervious surfaces include, but are not limited to buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Notwithstanding the foregoing, impervious surfaces shall specifically exclude bridges; boardwalks; culverts; impervious surfaces not in place year-round such as row covers for agricultural crops, tents and awnings; and roadways, or other improvements established on the Property by third parties exercising lawful rights obtained prior to the date of this Easement; and
 - c. Are not detrimental to the Purposes of this Easement.
- ii. Prior to the Grantor's construction, placement, introduction, enlargement, or relocation of any structure or improvement with a footprint exceeding two hundred and fifty (250) square feet, the Grantor must obtain written approval of the same from the Grantee. The footprint of any roofed structure shall include the area within the dripline. For an enlargement of a structure, the square footage calculation under this provision shall only be the enlargement and shall not include the original structure.
 - a. At least forty-five (45) days prior to the commencement of any such construction, placement, introduction, enlargement, relocation, or on-site preparation therefor including but not limited to land clearing, the Grantor shall provide the Grantee with written notice with details of said structure or improvement including but not limited to scope, size, and location, justification for why said structure or improvement cannot be reasonably located within the Excluded Area, and method and timing of said construction/installation. Within thirty (30) days after Grantee's receipt of such notice, the Grantee shall inform the Grantor in writing of its approval, approval with conditions, or disapproval of the proposed structure or improvement, such approval not to be unreasonably withheld. Any disapproval shall specify the reasons therefor.
 - iii. Notwithstanding the above provisions of this Section 2.C., there shall not be constructed, placed, introduced, enlarged, relocated, used; maintained, repaired, replaced, rebuilt, or improved on, under, or above the Property any of the following structures or improvements, including any portion thereof: dwelling, mobile home, cabin, indoor or outdoor riding arena, residential driveway, any portion of a septic system, underground petroleum/gas storage tank, tennis court, tower, swimming pool, athletic field, golf course, or aircraft landing area.

D. There shall be no removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. are commonly necessary in the accomplishment of the Agricultural, Forestry, conservation, wildlife management, or noncommercial, non-motorized outdoor recreational uses of the Property; and
- ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
- iii. are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 25 square feet in size, and no sign shall be artificially illuminated.

F. There shall be no mining, quarrying, excavation, or removal (hereinafter referred to as "Extractive Activities") of surface or subsurface materials including but not limited to hydrocarbons, rocks, minerals, gravel, sand, topsoil, or other similar materials (hereinafter referred to as "Extractive Materials") on, under, or from the Property, unless Extractive Activities will have a limited and localized impact on the Property and shall not be irretrievably destructive of or detrimental to the Purposes of this Easement, and all of the following conditions are met:

- i. Said Extractive Activities shall be undertaken in furtherance of improvements made pursuant to and consistent with the provisions of Sections 2.A., C., D., and/or E., above, and in accordance with relevant Best Management Practices;
- ii. No Extractive Materials shall be removed from the Property, except with advance written approval of the Grantee after the Grantee has determined, in its sole discretion, that said removal is not detrimental to the Purposes of this Easement;
- iii. Said Extractive Activities shall be limited to specific Extraction Zone(s) approved in accordance with Section 2.F.(viii.) below, with opportunity for said zone(s), once initially established, to be relocated from time to time by mutual agreement of the Grantor and the Grantee, but only after a finding by the Grantee in its sole discretion that the proposed new location and configuration of said zone(s) are no more detrimental to the Purposes of this Easement than the established zone(s) proposed to

be relocated; and, further, only if said relocation does not convey impermissible private benefit;

- iv. The maximum cumulative footprint of the Extractive Zones with exposed soil at any one time shall not exceed 0.5% of the Property's overall size or 0.3 acres;
 - v. Said Extractive Activities shall not significantly diminish the Property's productive capacity, including soil productivity, to yield forest and/or agricultural products, nor the Property's potential future uses for forestry or agriculture, or other permitted uses;
 - vi. Said Extractive Activities shall not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities;
 - vii. Following the cessation of Extractive Activities at any given Extractive Zone on the Property, the Grantor shall restore such zone(s) to a natural vegetated condition and appearance in conformance with all governmental laws, ordinances, rules, and regulations, including but not limited to the requirements of U.S. Treasury Regulations at 1.170A-14(g)(4)(i), as may be amended from time to time;
 - viii. At least forty-five (45) days prior to the initial commencement or site preparation for Extractive Activities in any Extractive Zone or to designate a new or relocated Extractive Zone, the Grantor shall give the Grantee written notice of the commencement of said activities or the desire to designate an initial Extractive Zone(s). Said notice shall include a detailed description of the proposed activities (hereinafter the "Extraction Plan") including but not limited to the type(s) and volume(s) of said Extractive Materials to be mined, quarried, excavated, and/or removed from the Property; the proposed uses of said materials; the source and location of said Extractive Materials within the Property; the size and location of the Extractive Zone; the timing, duration, and frequency of said Extractive Activities; and a plan for restoring the extraction zone following the cessation of Extractive Activities. The Grantee shall have thirty (30) days from receipt of the Grantor's Extraction Plan to evaluate said plan and approve, approve with conditions, or disapprove the same, at the Grantee's sole discretion. Said approval or disapproval shall be based on whether the proposed Extraction Plan meets all of the above conditions of this Section 2.F., and said approval shall not to be unreasonably withheld. Any disapproval shall specify the reasons therefor. Once an Extraction Plan is approved by the Grantee, the Grantor does not need to notify the Grantee of individual instances of extraction activities within said zone so long as said activities are within the parameters of the Extraction Plan.
- G. There shall be no dumping, injection, burning, or burial on the Property of man-made materials or materials then known to be environmentally hazardous. Further, no such materials shall be stored or applied on the Property except in conjunction with any of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the

Property, and provided such uses are not detrimental to the Purposes of this Easement.

- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement. Said future rights-of-way or easements of ingress or egress must not be detrimental to the Purposes of this Easement.
- I. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Section 3.D below.

3. RESERVED RIGHTS

- A. The Grantor reserves the right to maintain, repair, replace, relocate and expand the existing driveway from Sheepboro Road to the Excluded Area shown as "Gravel Driveway" on the Survey Plan up to a maximum width of 15 feet, and to use said "Gravel Driveway" driveway for access to and from the Excluded Area by motorized and non-motorized vehicles or by foot. In connection therewith, the Grantor reserves the right to install, maintain, repair, and replace water control structures such as culverts or stone fords for said driveway.

Any proposed expansion beyond the maximum width of 15 feet or relocation shall be subject to Grantee approval. At least forty-five (45) days before the initiation of the proposed activity, the Grantor shall provide the Grantee with written information such as a description of the proposed activity, location, and any other relevant information sufficient to identify and evaluate the activity to determine the activity is consistent with and not detrimental to the Purposes of this Easement. The Grantee shall approve, approve with conditions, or disapprove within thirty (30) days of receipt of the Grantor's written request. Approval not to be unreasonably withheld. This provision is an exception to 2.C. above.

- B. The Grantor reserves the right to maintain, repair, replace, relocate, upgrade, extend, or bury underground the existing above ground utilities passing across the Property to serve the Excluded Area, including but not limited to telephone, electric, and cable and any poles/transformers/equipment/enclosures associated with said utilities. The approximate location of the existing utilities is shown on the Survey Plan as "Aboveground Utilities". Said utilities shall only serve the agricultural, forest management, and conservation activities on the Protected Property, or the residential uses and/or structures within the Excluded Area.

Any replacement, relocation, upgrade, extension or burial underground shall require Grantee approval. At least forty-five (45) days before the initiation of the proposed activity, the Grantor shall provide the Grantee with written information such as a description of the proposed activity, location, and any other relevant information sufficient to identify and evaluate the activity to determine the activity is consistent with and not detrimental to the Purposes of this Easement. The Grantee shall approve, approve

with conditions, or disapprove within thirty (30) days of receipt of the Grantor's written request. Approval not to be unreasonably withheld. This provision is an exception to 2.C. above.

- C. The Grantor reserves the right to locate a well and leach fields for septic tanks on the Property, subject to review and approval by the Grantee. This reserved right is an exception to Section D., F., & G. above and is subject to the following:
 - a. To exercise this right, the Grantor shall provide written notice to the Grantee at least 30 days prior to the submission of the initial application to the Planning Board or other authority having jurisdiction over such structures. Said notice shall justify the placement of said structures on the Property and shall include the specific details of said exercise, including but not limited to the proposed location of the leach fields and/or well. Said leach fields and well shall be for the sole use of the Grantor in the "Excluded Area" as described in Appendix A.
 - b. The Grantee shall approve the proposed exercise in writing to the Grantor only if the Grantor demonstrates that there is no suitable, legal location within "Excluded Area" for said structures. Grantee shall approve or disapprove prior to final action by the authority having jurisdiction over such structures. Such approval shall not be unreasonably withheld. Grantor and Grantee shall join in recording a notice at the Rockingham County Registry of Deeds.
- D. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, specifically for the purposes of maintaining and managing the Property and solely for non-recreational purposes, including but not limited to emergency rescue operations, Forestry, Agriculture, conservation, wildlife habitat management, to control or remove non-native or invasive species, and for access to and from the Excluded Area. This provision is an exception to Section 2.I, above.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing or via email within ten (10) days of offering the Property for sale. In addition, the Grantor agrees to notify the Grantee in writing or via email at least ten (10) days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said

Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee and Third Party Holder shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. Grantee shall have the right to place, maintain, and replace signs on the Property as follows:
 - i. Signs to facilitate inspection of the Property and to identify the Property as conservation land protected by the Grantee, said signs located along the Property's boundaries with each sign not exceeding thirty (30) square inches in size.
 - ii. Signs along the Property's maintained public road frontage to identify to the public that the Property is conserved land and to recognize funding entities who contributed funding toward the conservation of the Property, as may be required. Said signs shall be located at a visible location on the Property, said location to be mutually agreed upon by the Grantor and Grantee. The Grantee shall be responsible for ensuring that said sign(s) conform with applicable local, state, and federal regulations and shall bear the cost of installation.

7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

- C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement may be submitted to binding arbitration in accordance with New Hampshire RSA 542. The parties shall have ten (10) days to accept or refuse binding arbitration. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.
- D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.
- E. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court

of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, "Breach of Easement..." without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor's liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee's rights under this Section, "Breach of Easement..." apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement..." both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement..." shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.
- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any

breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

9. THIRD PARTY RIGHT OF ENFORCEMENT

- A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Grantee to enforce this Easement and be entitled to recover the costs of such enforcement from the Grantor or Grantee or both.
- B. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Grantee's or Third Party Holder's assignee or transferee as specified in the Section "Benefits and Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer.
- C. The Third Party Holder does not waive or forfeit the right to take action as may be necessary to insure compliance with this Easement by any prior failure to act, and Grantee and Grantor hereby waive any defense of laches with respect to any delay or omission by the Grantee or Third Party Holder in acting to enforce any restriction or exercise any rights under this Easement, any such delay or omission shall not impair Grantee or Third Party Holder's rights or remedies, or be construed as a waiver.
- D. In the event that a dispute arises between either the Third Party Holder and the Grantee or Grantor, the provisions of Section 7.B and 7.C shall not apply to the Third Party Holder.

10. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by

notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

11. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. EXTINGUISHMENT & CONDEMNATION

- A. **Extinguishment.** If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 12.C. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement. In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of both Grantor and Grantee that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.
- B. **Condemnation.** If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the Grantee shall be entitled, after payment of any expenses, shall be determined in accordance with Section 12.C. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement.
- C. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Sections 12.A and 12.B above, shall have a fair market value which shall be determined by an appraisal prepared by a qualified appraiser as of the time of said extinguishment or condemnation. The balance of the amount recovered, after payment of any expenses, shall be divided between the Grantor and the Grantee in proportion to the fair market value, as determined by the appraisal, of their respective interests in that part of the Property extinguished or condemned.

D. Allocation of Net Proceeds. All expenses reasonably incurred by Grantor and Grantee in connection with Section 12 A. or 12 B. above shall be paid out of the amount recovered. The balance recovered less expenses shall hereinafter be referred to as the "Net Proceeds". The Net Proceeds shall be divided between the Grantor and the Grantee in proportion to the value of their respective interests in that part of the Property extinguished or condemned as determined pursuant to Section 12.C. (i) or (ii) as the case may be. Any increase in value attributable to improvements made after the date of the Easement Deed shall accrue to the party who made the improvements.

Grantee's share of the Net Proceeds shall be divided between the Grantee and NHDES as follows: the Grantee's share shall be fifty percent (50%) and NHDES's share shall be fifty percent (50%). These percentage shares represent the proportion each party contributed to the Total Project Cost. The Grantee shall use its share of the Net Proceeds for conservation purposes consistent with the Purposes of this Easement.

If the Net Proceeds are paid directly to Grantor then Grantee and Third Party Holder shall each have a lien against the Property for the amount due each of them until such time as Grantee and Third Party Holder receive their share of the Net Proceeds from Grantor or Grantor's successor or assigns. If Grantee and Third Party Holders' share of the Net Proceeds are paid to Grantee, Grantee must forthwith reimburse Third Party Holder for the amount due to them.

Should the requirements of this Section 12 "Extinguishment & Condemnation" conflict with NH RSA 485-F, the requirements of NH RSA 485-F shall apply.

13. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity by the State of New Hampshire, such immunity being hereby specifically reserved. If the interests held by the State of New Hampshire herein are assigned or transferred to a qualified party other than the State of New Hampshire or agency thereof, as allowed by Section 5. above, this provision "Sovereign Immunity" shall not apply to the assignee or transferee.

14. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in the Section "Benefits and Burdens," above, accepts and records the additional easement.

15. AMENDMENT

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to: the provisions and limitations of this section; the

then-current amendment policies of the Grantee; notification is given to the New Hampshire Attorney General's Office at least thirty (30) days prior to the adoption of the amendment; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Strafford County Registry of Deeds. Nothing in this paragraph shall require Grantor, Third Party Holder or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2019.

GRANTOR ACCEPTED:

Bradley Anderson, General Partner of Bullwinkle, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

On this _____ day of _____ 2019, before me personally appeared **Bradley Anderson**, duly authorized General Partner of Bullwinkle, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

GRANTEE ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: _____

Title: _____
Duly Authorized

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 2019, before me personally appeared _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

THIRD PARTY HOLDER ACCEPTED: STATE OF NEW HAMPSHIRE

Robert R. Scott, Commissioner
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this ____ day of _____, 2019, before me personally appeared **Robert R. Scott, the Commissioner of the New Hampshire Department of Environmental Services**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his free act and deed for the purposes therein contained.

APPENDIX A

The "Property" subject to this Easement is that tract of land with any and all structures and improvements thereon situated, consisting of approximately 58.64 acres, situated on Sheepboro Road in the Town of Farmington, County of Strafford, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof and shown on a survey plan entitled "Conservation Easement Plan Tax Map R-27 Lot 3, Sheepboro Road, Farmington, NH Owner of Record: Bullwinkle" Dated October 23, 2018, Scale: 1" = 120', prepared by Eric C. Mitchell & Associates, Inc. and recorded at the Strafford County Registry of Deeds herewith (herein referred to as the "Survey Plan") and more particularly bounded and described as follows:

All bearings of this description are turned from grid north based on the New Hampshire State Plane Coordinate System and all distances are based on the current survey.

Conservation Easement on a portion of Map R-27 Lot 3

Beginning at a drill hole set at a stonewall intersection at the southerly corner of the herein described premises, said drill hole is located on the northeasterly side of Sheepboro Road at the westerly corner of land now or formerly Douglass K. & Gayle J. Stuart; thence

thence North 51°46'33" West along said stonewall and said Sheepboro Road, a distance of 586.74 feet to a drill hole set; thence

North 51°54'48" West along said stonewall and said Sheepboro Road, a distance of 392.06 feet to a drill hole set; thence

North 51°52'41" West along said stonewall and said Sheepboro Road, a distance of 372.87 feet to a drill hole set; thence

North 52°06'52" West along said stonewall and said Sheepboro Road, a distance of 424.80 feet to a drill hole set; thence

North 52°10'07" West along said stonewall and said Sheepboro Road, a distance of 341.87 feet to a drill hole set at land now or formerly D & J Scruton 2016 Rev Trust; thence

North 37°20'40" East along said stonewall and land of said Scruton 2016 Rev Trust, a distance of 402.20 feet to a drill hole set; thence

North 38°25'15" East along said stonewall and land of said Scruton 2016 Rev Trust, a distance of 461.50 feet to a drill hole set; thence

North 24°36'18" East along said stonewall and land of said Scruton 2016 Rev Trust, a distance of 19.49 feet to a drill hole set; thence

North 43°42'21" East along said stonewall and land of said Scruton 2016 Rev Trust, a distance of 49.75 feet to a drill hole set; thence

South 62°57'16" East along said stonewall and land of said Scruton 2016 Rev Trust, a distance of 11.11 feet to a drill hole set; thence

North 37°20'45" East along said stonewall and land of said Scruton 2016 Rev Trust, a distance of 376.03 feet to a drill hole set; thence

North 34°12'00" East along said stonewall and land of said Scruton 2016 Rev Trust, a distance of 60.16 feet to a drill hole set; thence

North 40°19'25" East along said stonewall and land of said Scruton 2016 Rev Trust, a distance of 38.89 feet to a drill hole set at land now or formerly John D. & Cheryl A. Huckins; thence

South 41°20'52" East along said stonewall and land of said Huckins, a distance of 372.14 feet to a drill hole set; thence

South 41°23'07" East along said stonewall and land of said Huckins, a distance of 356.01 feet to a drill hole set; thence

South 38°02'00" West along said stonewall and land of said Huckins, a distance of 94.96 feet to a drill hole set; thence

South 52°12'43" East along said stonewall and land of said Huckins, a distance of 181.69 feet to a drill hole set at land now or formerly Ruth Scruton; thence

South 51°47'33" East along said stonewall and land of said Scruton, a distance of 407.54 feet to a drill hole set; thence

South 51°40'14" East along said stonewall and land of said Scruton, a distance of 387.81 feet to a drill hole set; thence

South 53°31'20" East, along said stonewall and land of said Scruton a distance of 436.63 feet to an iron rod found at land of said Stuart; thence

South 69°06'12" West along said stonewall and land of said Stuart, a distance of 6.07 feet to a drill hole set; thence

South 40°51'06" West along said stonewall and land of said Stuart, a distance of 214.92 feet to a drill hole set; thence

South 37°22'01" West along said stonewall and land of said Stuart, a distance of 228.18 feet to a drill hole set; thence

South 22°34'31" West along said stonewall and land of said Stuart, a distance of 11.88 feet to a drill hole set; thence

South 38°00'09" West along said stonewall and land of said Stuart, a distance of 288.37 feet to a

drill hole set; thence

South 38°46'42" West along said stonewall and land of said Stuart, a distance of 442.41 feet to the point of beginning.

Said Easement containing approximately 2,554,146 square feet or 58.64 acres and is subject to all matters as shown on said Survey Plan.

EXCEPTING AND RESERVING THEREFROM the above description, the following Excluded Area as shown on said Survey Plan and further described as follows:

Excluded Area

Beginning at a drill hole set at a stonewall intersection at the northwesterly corner of the herein described premises, said drill hole is located South 38°23'49" West, a distance of 264.49 feet from the southwesterly line of land now or formerly John D. & Cheryl A. Huckins; thence

North 77°58'36" East, a distance of 274.92 feet to an iron rod set; thence

South 01°57'33" East, a distance of 161.66 feet to an iron rod set; thence

South 41°20'25" West, a distance of 150.18 feet to an iron rod set; thence

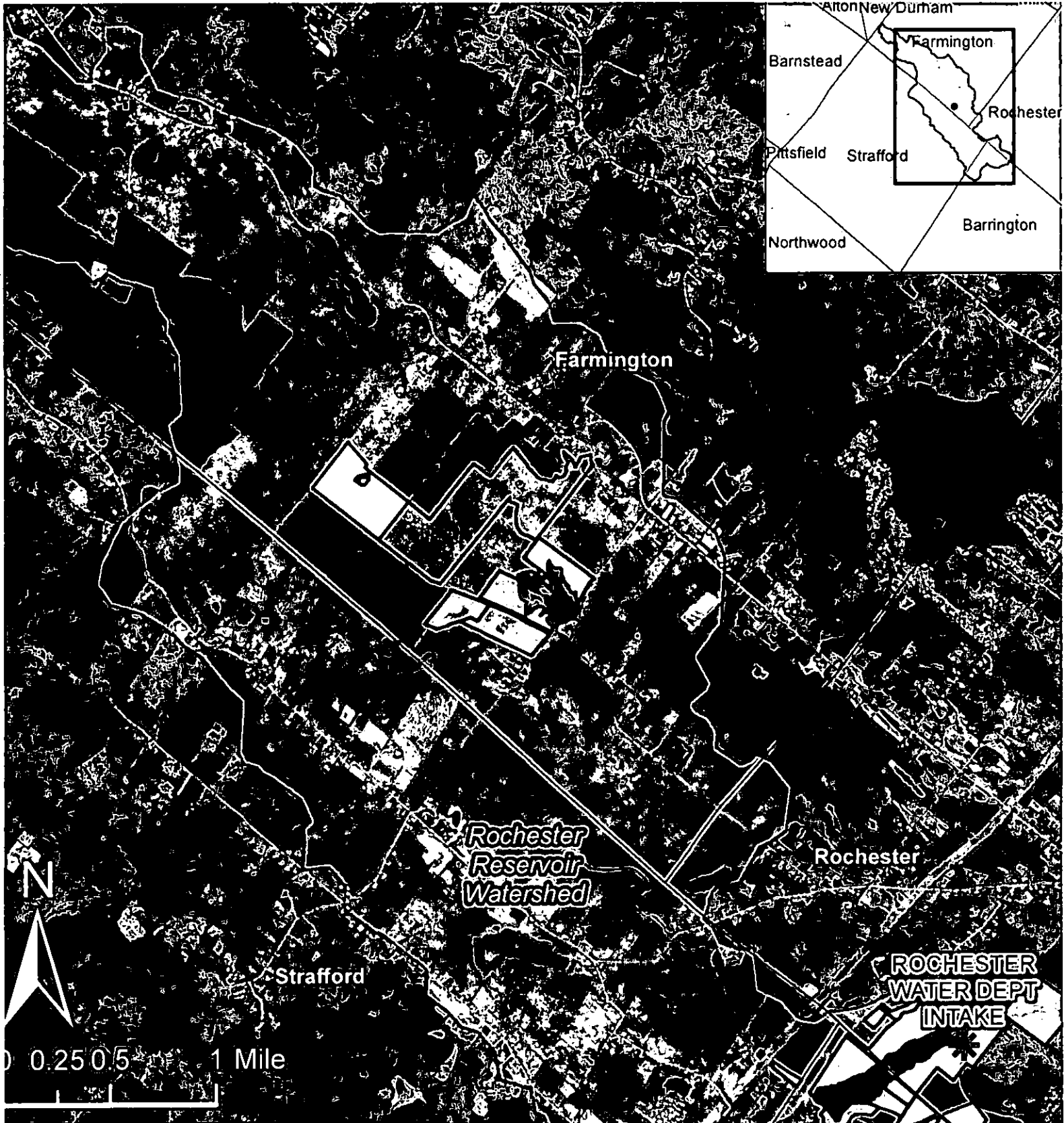
North 89°22'09" West, a distance of 97.42 feet to an iron rod set; thence







North 52°04'27" West, a distance of 194.68 feet to a drill hole set at a stonewall intersection; thence

North 38°11'06" East along said stonewall, a distance of 122.54 feet to the point of beginning.

Said Excluded Area containing approximately 64,929 square feet or 1.49 acres and is subject to all matters as shown on said Survey Plan.

MEANING AND INTENDING to describe a portion of the premises conveyed by Deed from Inland Acres Associates, to Bullwinkle, dated July 21, 1988, recorded at said Registry at Book 1397, Page 0794.



-  Bullwinkle Parcel
-  Trust Fund Funded Project
-  Parcels Owned by City of Rochester
-  Hydrologic Area of Concern
-  Conservation Lands
-  Public Water Supply Intake
-  Town Boundaries

