



The State of New Hampshire
Department of Environmental Services



2.6.17
107

Clark B. Freise, Assistant Commissioner

April 26, 2017

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 Water Supply Land Protection Grant to the Southeast Land Trust of New Hampshire (hereinafter "SELTNH"), (VC #155425-B001), Exeter, NH in the amount of \$320,000 to acquire a conservation easement on 26 acres of land in the Town of Londonderry to protect public drinking water supply, effective upon Governor and Council approval through December 31, 2017. 100% Interagency Funds.

Funding is available as follows:

	<u>FY 2017</u>
03-44-44-442010-1879-073-500581	\$320,000
Department of Environmental Services, I-93 Water Supply Land Grant, Grants-Non Federal	

EXPLANATION

Pursuant to RSA 486-A:1, the Department of Environmental Services (DES) has a local assistance program that provides municipalities and non-profit land trusts with 50% of the cost of acquiring land and conservation easements in order to permanently protect critical water supply lands. Notices were sent to eligible communities, land trusts, and water suppliers and three applications were received. The eligible project application was evaluated for grant funding based on criteria listed in administrative rules, Env-Dw 1002, and included type and size of water system, proximity of land to water supply source, percent of source water protection area being protected, and the amount of acreage being protected.

A total of \$3 million in federal funds was made available for these grants through an agreement with the NH Department of Transportation - from a fund established to offset impacts to wetlands associated with the widening of Interstate 93 between the Massachusetts border in Salem and the I-93/I-293 interchange in Manchester. During the fall 2015 grant round, three land trust organizations applied and were eligible for these grants. See Attachment A for a list of applicants, rankings and reviewers.


Southeast Land Trust of New Hampshire will use this grant as well as a grant from the Land and Community Heritage Investment Program to purchase a conservation easement on 26 acres of land within the source water protection area of Pennichuck Water Works, Merrimack River intake, a public water

supply for the City of Nashua. The land will be maintained in perpetuity for the purpose of water supply protection.

The total cost for SELTNH to acquire the conservation easement is \$640,000. The Department will provide \$320,000 with \$320,000 in match provided by SELTNH. The purchase price of the conservation easement is based on a recent appraisal of fair market value performed in accordance with administrative rule Env-Dw 1002.17.

Exhibit A describes the scope of the grant. Exhibit B provides the grant amount and payment terms and Exhibit C contains special provisions. Attachment B contains the draft 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.

We respectfully request your approval.


for Clark B. Freise
Assistant Commissioner


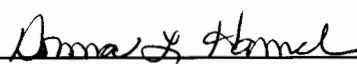
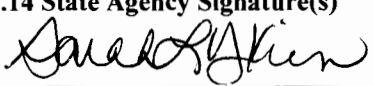
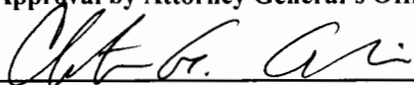
Subject: Grant Agreement for a NH DES Water Supply Land Protection Grant

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 12/31/2017	1.7 Audit Date N/A	1.8 Grant Limitation \$320,000
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 Executive Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Stafford</u> On <u>04/24/2017</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)  DONNA L HAMEL			
1.13.2 Name & Title of Notary Public or Justice of the Peace Donna L Hamel		Notary Public - Justice of the Peace Commission Expiration June 1, 2021	
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) for Clark B. Freise, Assistant Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>4/28/17</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 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 will use the grant to purchase a conservation easement on approximately 26 acres of land in the source water protection area of Pennichuck, a public water supply for the City of Nashua. The Southeast Land Trust of New Hampshire will be the holder of the conservation easement, with an Executory Interest held by the State of New Hampshire, Land and Community Heritage Investment Program. The parcel of land, designated on the current Londonderry tax maps as Map 11, Lot 33 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.

EXHIBIT B

GRANT AMOUNT & PAYMENT SCHEDULE

Payment in the amount of \$320,000 shall be made to the Southeast Land Trust of New Hampshire upon receipt of the following:

1. Survey of the parcel of land.
2. A copy of the appraisal as specified in Env-Dw 1002.17.
3. Title examination as specified in Env-Dw 1002.18.
4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.
5. Completed baseline documentation form, which indicates the current condition of the property.
6. Documentation to support the \$320,000 in match provided by the Southeast Land Trust of New Hampshire.
7. The finalized conservation easement deed.

Grantee Initials GA
Date 4/24/17

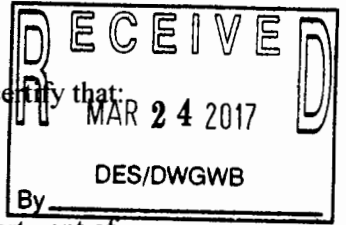
EXHIBIT C

SPECIAL PROVISIONS

1. Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from the United States Department of Transportation, Highway Planning and Construction under CFDA # 20.205. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.
2. Subparagraph 1.7 of the General Provisions shall not apply to this Grant Agreement.
3. 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, and \$500,000 for property damage 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 *GA*
Date *4/24/17*

CERTIFICATE of AUTHORITY



I, Roger Stephenson, 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 Water Supply Land Protection Grant funds and to enter into a contract with the New Hampshire Department of Environmental Services for the Doyle conservation easement project in Londonderry;
- 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:

[Signature]
Brian Hart

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 this date 3-16-17.
[Signature]
Roger Stephenson

Roger W Stephenson
President

STATE OF NEW HAMPSHIRE

County of Rockingham March
On this the 16th day of ~~February~~, before me Beverly Shadley
Notary Public

the undersigned officer, personally appeared Roger Stephenson 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.

Beverly Shadley
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 formed March 21, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of August A.D. 2016

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

William M. Gardner
Secretary of State



SOUTLAN-01

AHILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2017

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 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

RECEIVED
MAR 24 2017
DES/DWGWB

CONTACT NAME: Anna Hill
PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995
E-MAIL ADDRESS:

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

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3579-04-21 EUC	10/22/2016	10/22/2017	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 ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			3579-04-21 EUC	10/22/2016	10/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						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	71706257	10/22/2016	10/22/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

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

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Attachment A
Fall 2015 Grant Round - Water Supply Land Protection

Applications and Rankings
Water Supply Land Protection Projects

Grant Applicant	Grant Amount	Project Name	Location	Public Water Supply Source(s) Protected	Score	Rank
Society for the Protection of NH's Forests	\$890,033	Tower Hill Pond	Hooksett/ Candia	Manchester Water Works – Lake Massabesic	291	1
Bear Paw Regional Greenways	\$50,000	Heroux	Hooksett	Manchester Water Works – Lake Massabesic	17	2
Southeast Land Trust of NH	\$ 320,000	Doyle	Londonderry	Pennichuck Water Works – Merrimack River	16	3

Grant Reviewer List

Name	Department	Bureau	Title	Years Experience
Sarah Pillsbury	NHDES	Drinking Water & Groundwater Bureau	Administrator IV	Sixteen years overseeing grant program as Administrator of the Drinking Water & Groundwater Bureau
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Eleven years managing the Source Water Protection Program
Holly Green	NHDES	Drinking Water & Groundwater Bureau	Environmentalist III	Nine years managing the grant program

Attachment B

Draft Conservation Easement Deed

THIS IS A TRANSFER TO THE STATE OF NEW HAMPSHIRE AND IS THEREFORE EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX. PURSUANT TO NEW HAMPSHIRE RSA 78-B:2(I

CONSERVATION EASEMENT DEED AND DEED RESTRICTIONS

LEAH R. DOYLE, an individual with a principal mailing address of 22 Kimball Road, Town of Londonderry, County of Rockingham, State of New Hampshire (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, grants 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),

a **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property") with any and all structures, and improvements thereon, consisting of approximately 25.902 acres, situated off of Kimball Road in the Town of Londonderry, County of Rockingham, 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 "Plat of Conservation Easement Land of Leah R. Doyle Tax Map 11 Lot 33, 18 Kimball Road Londonderry New Hampshire" prepared by Stephen P. Perron, LLS dated February 1, 2017, Revised February 3, 2017 and recorded at the

Rockingham County Registry of Deeds as Plan # _____ (herein referred to as the "Survey"),

and grants **Third Party Right of Enforcement** 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, (the "Third Party Holder") as further described in Section 10 below;

and grants an **Executory Interest**, as further defined in Section 10 below, to the **STATE OF NEW HAMPSHIRE** acting through the **LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM**, with a principal place of business at 13 West Street, Suite 3, City of Concord, County of Merrimack, State of New Hampshire, 03301, (sometimes referred to as "LCHIP", and otherwise hereinafter referred to as the "Executory Interest Holder").

The Easement has been acquired in part with a \$100,000 financial assistance award from the New Hampshire Land and Community Heritage Investment Program; which award places certain restrictions on the Property as described herein and continuing obligations on the Grantee as described in a Grant Agreement recorded herewith, and also with financial assistance from the NH Department of Environmental Services Water Supply Land Protection Grant.

The conservation attributes (hereinafter "Conservation Attributes") and present conditions of the Property are further described and set forth in a Baseline Documentation Report developed and maintained by Grantee, with copies provided to Grantor, Executory Easement Holder and Third Party Holder.

In accordance with New Hampshire RSA 227-M:14, the Easement shall be held in public trust and used and applied for the purposes of NH RSA 227-M. Notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of the Property to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of the Easement from public trust is prohibited, except as provided in RSA 227-M:13.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47 and NH RSA 227-M, exclusively for the following conservation Purposes (herein referred to as the "Purposes") for the public benefit:

- A. The enhancement and expansion of the over 1,400 acres of conserved land in and around the Musquash Conservation Area in Londonderry and an additional 600 acres of adjoining conservation land in Litchfield. The Property abuts approximately 28.7 acres that is conserved through the Granite Ridge Energy Conservation Easement held by the Town of Londonderry which is contiguous to additional land under conservation easement and owned by the Town in the Musquash Conservation Area; and

- B. The protection of the Pennichuck Water Works Merrimack River surface drinking water source, namely the water quality of two streams totaling approximately 1,545 feet in length and wetlands located on the Property that are part of Watts Brook stream system which enters the Merrimack River near the surface water intake for Pennichuck; and
- C. The conservation of open spaces, particularly the conservation of the productive agricultural land and forest land of which the Property consists and of the wildlife habitat thereon including approximately 25.9 acres designated as “Highest Ranking Habitat in the Biological Region” in the 2015 New Hampshire Fish & Game Department Wildlife Action Plan; and the long-term protection of the Property’s capacity to produce economically valuable agricultural and forest products through the conservation of approximately 25.9 acres of productive Group 1 forest soils and 2.1 acres of Farmland Soils of Local Importance; and
- D. The protection of the natural habitat of state designated, threatened, endangered and species of greatest conservation need that occur and may occur in the future on the Property, 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
- E. The scenic enjoyment of the general public of a working agricultural landscape with forest and fields visible along the Property’s approximately 1,040 feet of Kimball Road frontage; and
- F. To protect the Property for public pedestrian access including, but not limited to hunting, fishing, hiking, cross country skiing and nature observation; and
- G. The prevention of any uses of the Property that will significantly impair or interfere with the Purposes, described above.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2013 Comprehensive Master Plan of the Town of Londonderry, which states “Protecting open space provides intrinsic value, clean and abundant water, recreational opportunities, and scenic views for Londonderry’s residents and visitors” (Page 51), “Create an interconnected network of green space” (Page 81); “Londonderry should continue its efforts to conserve land throughout the community, building an interconnected green network throughout Town.” (Page 103);

and with the “Final Report of the 2010-11 Londonderry Open Space Task Force Adopted July 7, 2011” which identifies the Property as a “High Cost Priority Parcel” for conservation (Map 5.3);

and with New Hampshire RSA 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.”

and with NH RSA 227-M which states: “The intent of the Program is to conserve and preserve this state’s most important natural, cultural and historical resources through the acquisition of lands and cultural and historical resources, or interests therein, of local, regional and statewide significance, in partnership with the state’s municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state’s economy, environment and overall quality of life”.

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 productive capacity of the Property to yield forest and/or agricultural crops 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 and maple syrup) all as not detrimental to the Purposes of this Easement.
 - b. Forestry: For the purposes hereof, “Forestry” shall include the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products, all as not detrimental to the Purposes of this Easement. Forestry shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions, and non-commercial timber stand improvement activities, wildlife habitat improvement, or thinning the forest stand to maintain a view.
 - ii. Requirements for Agriculture: Agriculture 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.

- a. Agriculture shall be further limited in location and extent to only those portions of the Property shown as "Agricultural Area" on the map entitled " _____ " in the Baseline Documentation Report.

iii. Requirements for Forestry:

- a. 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 following Forestry riparian buffer zones shall apply for Forestry activities and other tree and vegetation cutting and removal operations within and adjacent to wetlands, perennial streams and rivers, hereinafter referred to collectively as "water body or water bodies." Streams and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Wetlands shall include any wetlands shown on National Wetland Inventory maps, documents/plans that include wetland delineations with said wetland delineations prepared by a licensed soils or wetlands scientist, Town wetland inventory maps, NH GRANIT land cover maps, or other sources mutually agreed to by the Grantor and Grantee. A map entitled "Water Resources-Buffer Zone Locations Map", included in the Baseline Documentation Report, designates the approximate locations of the water bodies and riparian buffer zones.
 - i. Forestry riparian buffers zones shall include one hundred (100) feet from each side of a water body and shall be expanded as necessary to encompass all vegetative communities with slopes greater than 35%, or soils classified as highly erodible that are adjacent to the water body.
 - ii. The distance of the riparian buffer shall be measured from the edge of the normal high water mark of the water body. In areas where there are wetlands contiguous to a stream or river the riparian buffer shall be measured from the upland edge of the wetland.
 - iii. There shall be no Forestry activities, soil disturbance, tree or vegetation cutting and removal, or application of herbicides or pesticides within the water body and the first twenty-five (25) feet from the normal high water mark or water body edge as defined above. The Grantor may

request permission from the Grantee to conduct any of the before stated activities for wildlife habitat improvement purposes, construction of wildlife viewing platforms and maintaining the view from said platforms, or to meet other specific natural resource or ecological goals (e.g., invasive species removal). For wildlife habitat improvements or improvements for natural resource or ecological goals, the Grantor must submit the request to the Grantee as part of the Forest Management Plan or an amendment thereto. For the construction of wildlife viewing platforms, the Grantor shall submit the request to the Grantee as a written plan with scaled drawings indicating the location, size, materials, vegetation to be impacted by the platform and viewing zone, and access to the viewing platform. The Grantee shall first consult with the Third Party Holder and either approve, deny, or approve with conditions the request at their sole discretion.

- iv. Within the remainder of the riparian buffer zone tree harvest methods shall be limited to single tree or small group selection cuts, leaving a well-distributed, uneven-aged stand of trees.
 - v. No new roads or log landings shall be constructed within riparian buffer zones, except in circumstances where complying with this provision may result in a greater overall negative environmental impact or would preclude reasonable access to areas suitable to Forestry. Existing roads, as identified by the Baseline Documentation Report, may be retained and maintained. Skid trails and log landings shall be kept to the minimum reasonably necessary for tree removal. Any roads, skid trails, and log landings within a riparian buffer zone shall be designed and maintained to minimize degradation of water quality and aquatic habitat.
- c. Forestry shall be performed using silvicultural practices that enhance or maintain the value of timber while recognizing that the ecological, aesthetic, wildlife, or other non-timber values are important components of the forest. To the extent reasonably practicable, forestry shall meet the following goals:
- maintenance of soil productivity;
 - protection of water quality, wetlands, and riparian zones;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality and recreational access and trails;
 - protection of significant or fragile natural areas, exemplary natural communities, and rare, threatened and endangered species, including their habitats;
 - protection of significant historic and cultural features; and
 - conservation of native plant and animal species.
- d. Any Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.

- e. Said Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. Or, if more than ten (10) years old, the plan shall have been reviewed and updated as required by such a licensed forester or other qualified person at least thirty (30) days prior to the date of harvest.
 - f. Said Forest Management Plan shall include a statement of landowner objectives, and shall specifically address:
 - the accomplishment of those Purposes for which this Easement is granted,
 - the goals in Section 2.A.i.c. above, and
 - water bodies as defined herein, riparian buffer zones and their delineation on a map(s) in the plan and how water bodies and vernal pools will be protected in association with forest management activities including but not limited to road construction and maintenance and implementation of stand prescriptions.
 - g. At least thirty (30) days prior to any Forestry activities, the Grantee shall have received from the Grantor a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that the Forest Management Plan, as defined in 2.A.ii, a-d, above, has been prepared in compliance with the terms of this Easement. The Grantee may request the Grantor to submit the Plan itself to the Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
 - h. Forestry activities shall be conducted in accordance with said Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
 - i. Prior to conducting Forestry activities, in those areas proposed for the forest activities the riparian buffers shall be clearly marked by a licensed professional forester, or other qualified person approved in advance and in writing by the Grantee.
- 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. Assist in the accomplishment of agriculture, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property, which may include but shall not be limited to: permeable roads, fences,

bridges, culverts, trails, farm stands, utility lines, boardwalks or sheds; and

- b. Do not cause the total impervious surface coverage of the Property to exceed two percent (2%) of the Property's overall size, or 22,566 square feet; 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.
 - 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, residential driveway, any portion of a septic system, underground petroleum/gas storage tank, indoor riding arena, barn, tower, tennis court, swimming pool, athletic field, golf course, or aircraft landing area.

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, 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.

- D. 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 forestry, conservation, habitat management, or noncommercial 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 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 sixteen (16) 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 non-vegetation 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 the "____[insert name of zone(s)]____" as shown on the map entitled "_____" in the Baseline Documentation Report, (collectively the "Extractive Zones") with opportunity for said zone(s) 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 _____ square feet;

- 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 the Grantor shall give the Grantee written notice of the commencement of said activities. 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 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 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 the 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.
- 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.

- I. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Section 3(A) below.
- J. The Property shall not be posted against and the Grantor shall allow public access to, and use of, the Property open to the public for, hunting, fishing, transitory passive recreation, pedestrian and bicycle, non-motorized, non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property such as but not limited to hiking, mountain biking, wildlife observation and cross-country skiing, except that the landowner shall retain the right whether to allow camping on the Property. The Grantor may post against or limit such access, with prior approval of the Executory Interest Holder, if such activities become inconsistent with the Purposes for protecting the Property and/or when public safety would be at risk. Notwithstanding the above, Grantor reserves the right to post the Property against public access, without prior approval of the Executory Interest Holder, to areas being actively used by/for livestock, to agricultural cropland during the planting, growing and harvesting season, and to forestland during harvesting, establishment of plantations, or other forest management activities, and may temporarily restrict public access during an emergency situation where public safety could be at risk.

3. RESERVED RIGHTS

- A. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, including but not limited to emergency rescue operations, forestry, agriculture, habitat management, and to control or remove non-native or invasive species. This provision is an exception to Section 2.I., above.
- B. The Grantor reserves the right to create, relocate and maintain trails for low-impact, non-commercial outdoor recreational purposes, provided said trails are consistent with and not detrimental to the Purposes of this Easement. Included with this Reserved Right is the right to install benches, trail signage, bridges, culverts and other improvements commonly associated with recreational trail usage. All trails shall conform to best practices recommended by the State of New Hampshire and Appalachian Mountain Club or similar trail-maintaining organization (see Appalachian Mountain Club, The Complete Guide to Trail Building and Maintenance, 4th edition; and State of New Hampshire, Best Management Practices for Erosion Control During Trail Maintenance and Construction, 2004, or similar successor publications). Trails may be located in the riparian buffer zone.

This provision is an exception to Section 2.A.iii(b), above. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of this reserved right.

- C. The Grantor reserves the right to maintain, repair, relocate, enlarge and replace the existing paved driveway from Kimball Road to Map 11, Lot 34 solely within the right of way recorded in RCRD Book 3472, Page 107 and identified on the Survey as “Driveway Easement” and to use the driveway for access by motorized vehicles or by

foot. Furthermore, the Grantor reserves the right to maintain, repair, relocate, enlarge and replace any existing culverts and install new culverts for the driveway within the area identified on the Survey as "Driveway Easement". This provision is an exception to Sections 2 (C), (D) and (I), above.

- D. The Grantor reserves the right to maintain, repair, relocate, enlarge and replace the existing gravel driveway, but not pave the driveway, from Kimball Road to the Excluded Area and identified on the Survey as "Gravel Driveway" and to use the driveway for access by motorized vehicles or by foot. Furthermore, the Grantor reserves the right to maintain, repair, relocate, enlarge and replace any existing culverts and install new culverts for the driveway. This provision is an exception to Sections 2 (C), (D) and (I), above.
- E. The Grantor reserves the right to maintain, repair, replace, and upgrade the existing underground utilities passing under the Property and serving the Excluded Area, including but not limited to telephone, water, electric, and cable and any above ground transformers/equipment enclosures associated with said underground utilities. The approximate locations of the existing utilities are shown on the map entitled "_____ " in the Baseline Documentation Report. Said underground utilities shall only serve the permitted uses on the Property and/or the Excluded Area. This provision is an exception to Sections 2 (C), (D) and (I), above.
- F. So long as the area identified on the Survey as Map 11, Lot 34 and the Property are both owned by the Grantor, the Grantor reserves the right to use that portion of the Property within twenty (20) feet of the common boundary between the Property and Map 11, Lot 34 for temporary outdoor and non-structural storage of firewood and/or a boat, although a temporary canopy over the boat shall be permitted. This provision is an exception to Sections 2 (G), above.

4. DEED RESTRICTION CONVEYED ON EXCLUDED AREA

For the benefit and in aid of the Easement granted hereby and running therewith, the Grantor hereby also grants to the Grantee the right to enforce the following Restriction with respect to the Excluded Area, with said Excluded Area bounded and described in Appendix B:

- A. The Excluded Area shall not be further subdivided or otherwise conveyed separately from the Property.
- B. Residential or commercial uses and structures shall be prohibited within the Excluded Area, except commercial or non-commercial uses and structures related to Agriculture or Forestry are expressly permitted.

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing or via email at least 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 prior to 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.

6. 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.

7. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee, Executory Interest Holder 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.
 - iii. Up to one (1) informational kiosk that is no more than eight (8) feet wide by eight (8) feet high within which the Grantee can display information related to its mission, the Property, trails, the effort to conserve the Property and the conservation context of the Property. The Grantor and Grantee shall work together on a mutually agreeable location for said kiosk.

8. 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.

9. 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.

10. THIRD PARTY RIGHT OF ENFORCEMENT AND EXECUTORY INTEREST

- 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 Third Party Holder shall have all the rights heretofore granted to the Grantee to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee.

- B. 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 enforcement delivered in hand or by certified mail, return receipt requested, then the Executory Interest Holder shall then also have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee.
- C. In such circumstance, or in the event the Grantee acquires the underlying fee interest in the Protected Property, the Executory Interest Holder shall then also have the right to terminate the Easement interest of the Grantee in the Property by recording a notice to that effect in the Rockingham County Registry of Deeds referring hereto and shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.
- D. Notwithstanding the above, the Executory Interest Holder shall not have the right to terminate the rights of the Third Party Holder granted herein.
- E. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified by the State of New Hampshire to become the Executory Holder's assignee or transferee. Any assignee or transferee shall have like power of assignment or transfer. 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 Section 6 above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.
- F. The Executory Interest 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 Executory Interest Holder in acting to enforce any restriction or exercise any rights under this Easement, any such delay or omission shall not impair Grantee or Executory Interest Holder's rights or remedies, or be construed as a waiver.

11. 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 Grantor, Grantee, Executory Interest Holder and Third Party Holder and shall be recorded in the Rockingham County Registry of Deeds. Nothing in this paragraph shall require Grantor, Grantee, Executory Interest Holder or Third Party Holder to agree to any amendment or to consult or negotiate regarding any amendment.

12. 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 may be hereafter designated by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

13. 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.

14. 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 14.C. below. 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 balance recovered less expenses shall hereinafter be referred to as the "Damages". That portion of the Damages to which the Grantee is entitled shall be determined in accordance with Section 14.C. below.

C. Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Sections 14.A. and 14.B. above, shall have a fair market value which shall be determined as follows:

- (i) **If the Grantor claims a charitable contribution deduction,** that value determined by multiplying (1) the fair market value of the Property without deduction for the value of this Easement as of the time of said extinguishment or condemnation, by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property at the time of this grant without deduction for the value of this Easement, those values being those used to calculate the deduction for federal income or estate tax purposes allowable by reason of this grant, pursuant to the IRS Code Section 170(h) or 2055(f), determined by an appraisal report which shall be prepared by a qualified appraiser on behalf of the Grantor and which the Grantor shall submit to the Grantee. For the purposes of this Section 15, the ratio of the value of the Easement to the value of the Property unencumbered by this Easement shall remain constant. Any increase in value attributable to improvements made after the effective date of this Easement shall accrue to such of the Grantor and Grantee that made the improvement(s).

- (ii) **If the Grantor does not claim a charitable contribution deduction,** that value determined by an appraisal prepared by a qualified appraiser as of the time of said extinguishment or condemnation.

The Damages under Section 15.A. or 15.B. above shall be divided between the Grantor, Grantee, Executory Interest Holder, and Third Party Holder. The Grantor, Grantee, Executory Interest Holder and Third Party Holder agree that the portion of the Damages recovered that are attributed to the Conservation Easement shall be divided as follows: the Grantee's interest shall be _____ percent (____%), the Executory Interest Holder's interest shall be _____ percent (____%), and the Third Party Interest Holder's interest shall be _____ percent (____%). This percentage value represents the proportion each party contributed to the Total Project Cost (\$ _____) of this Conservation Easement and is based on an appraisal dated April 3, 2017 by Peter Nault of McManus & Nault Appraisal Company, Inc., an appraiser licensed in the State of New Hampshire, which appraisal determined the fair market value of this Conservation Easement for the purchase. Any increase in value attributable to improvements made after the date of the Conservation Easement Deed shall accrue to the party who made the improvements. The Grantee shall use its share of the proceeds for conservation purposes consistent with the Purposes of this Easement.

16. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, with the prior written approval of the Grantee, Executory Interest Holder, and Third Party Holder, 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.

17. NO MERGER

The Grantor, Grantee and Executory Interest Holder explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity and that, to that end, no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or the Executory Interest Holder shall be deemed to eliminate these Easement terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine. In the event of any foreclosure or other exercise of rights under the right of termination included herein by the Executory Interest Holder the Property secured thereby shall continue to be subject to all of the restrictions and other terms and conditions set forth in this Easement.

18. GENERAL DISCLAIMER

The State of New Hampshire, acting through the Executory Interest Holder and Third Party Holder, and its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental 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 State of New Hampshire acting through the Executory Interest Holder may be subject or incur relating to the Property.

19. ENVIRONMENTAL WARRANTY

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Moreover, Grantor hereby promises to hold harmless and indemnify Executory Interest Holder against all litigation, claims, demands,

penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation will not be affected by any authorizations or approvals provided by Executory Interest Holder to Grantor with respect to the Property. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, 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, 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 that may pose a present or potential hazard to human health or the environment.

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 (We) have hereunto set my (our) hand(s) this ____ day of _____, 2017.

GRANTOR: LEAH R. DOYLE

By:

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, 2017, before me personally appeared **Leah R. Doyle**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace

My commission expires:

ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: _____

Title: _____

Duly Authorized

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 2017, before me personally appeared **Brian Hart, Executive Director of the Southeast Land Trust of New Hampshire**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

Third Party Holder Accepted by the State of New Hampshire on this ___ day of _____, 2017:

_____, Commissioner
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

On this _____ day of _____, 2017, before me personally appeared _____, **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.

Notary Public/Justice of the Peace
My commission expires:

**ACCEPTED EXECUTORY INTEREST:
STATE OF NEW HAMPSHIRE
LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM**

By _____ Date _____
Dorothy T. Taylor, Executive Director
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this ____ day of _____, 2017, before me the undersigned officer, personally appeared **Dorothy T. Taylor** known to me (or satisfactorily proven) to be the authorized agent of the Land and Community Heritage Investment Program Authority and that being authorized so to do on behalf of such entity, executed the foregoing instrument for the purposes therein contained. In witness whereof I set my hand and seal.

Justice of the Peace/Notary Public

My commission expires:

APPENDIX A

The "Property" subject to this Easement is that tract of land with any and all structures and improvements thereon situated off of _____ Road, so-called, in the Town of _____, County of _____, State of New Hampshire, consisting of approximately _____ acres, shown on a plan entitled "_____" by _____ dated _____, Revised _____ and recorded at the Strafford County Registry of Deeds as Plan # _____ (hereafter "Survey"), and more particularly bounded and described as follows:

Beginning at

SUBJECT TO _____

TOGETHER WITH an appurtenant right of access for the Grantee and Third Party Holder to pass and repass on foot or by vehicle, all as more particularly described in Section 6.A. of the Conservation Easement, from and to Pickering Road through and across a twenty (20) foot wide right- of-way described _____.

MEANING AND INTENDING to describe a portion of the premises conveyed by Warranty Deed from _____ to _____, dated _____, and recorded at said Registry at _____.

APPENDIX B
Legal Description of the Property subject to the Deed Restriction

The "Excluded Area" subject to deed restrictions within this Conservation Easement is that tract of land with any and all structures and improvements thereon situated near Kimball Road, in the Town of Londonderry, County of Rockingham, State of New Hampshire, shown on a plan entitled "Plat of Conservation Easement Land of Leah R. Doyle Tax Map 11 Lot 33, 18 Kimball Road Londonderry New Hampshire" by Stephen P. Perron, LLS dated February 1, 2017, Revised February 3, 2017, dated December 16, 2014, prepared by Stephen P. Perron, LLS dated February 1, 2017, Revised February 3, 2017 and more particularly bounded and described as follows:

Beginning at thence

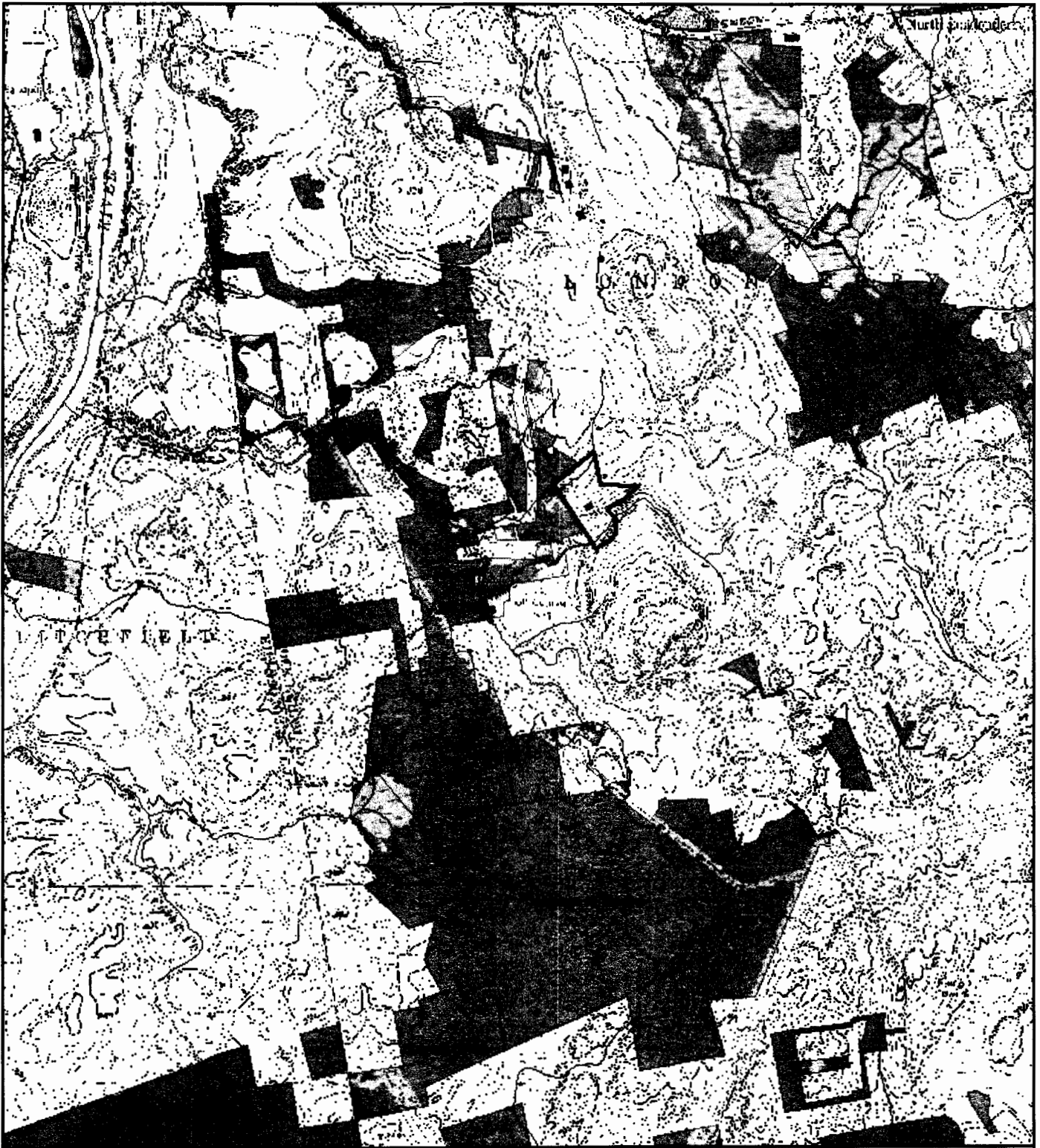
to the point of beginning.




Said Excluded Area containing approximately 18,994 square feet or 0.436 acres and is subject to all matters as shown on said Plan. 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 Survey.

MEANING AND INTENDING to describe a portion of the premises conveyed in Londonderry, New Hampshire by Deed from _____, to _____ dated _____, recorded at said Registry at Book _____, Page _____.

Attachment C

Map of Land to Be Acquired by Water Supply Land Protection Grant



-  Doyle Tract Boundary
-  Excluded Area
-  Conservation or Public Land

**Topographic Locus Map
Doyle Property
Londonderry, NH**



0 2,500 5,000 Feet



SELT

Map prepared by
Southeast Land Trust of NH
January, 2016