



The State of New Hampshire MAY 26 '20 AM 10:53 DAS
Department of Environmental Services

Robert R. Scott, Commissioner



May 13, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to Ammonoosuc Conservation Trust, (hereinafter "ACT"), (VC#246606-B001), Franconia, NH in the amount of \$73,700 to acquire a conservation easement on approximately 44.5 acres of land in the Towns of Bath and Haverhill to protect drinking water supply, effective upon Governor & Council approval through December 31, 2020. 100% Drinking Water/Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-442010-3904-073-500580

Dept. Environmental Services, DWGW Trust, Grants Non-Federal

FY 2020

\$73,700

EXPLANATION

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

On December 1, 2018, the Advisory Commission voted to authorize grants for fifteen drinking water source protection projects. ACT's request for \$73,700 was selected for grant funding from the Drinking Water and Groundwater Trust Fund. ACT will use the grant funds to acquire a conservation easement on 44.5 acres of land within the protection area of Woodsville Water and Light's Ammonoosuc River intake.

The total cost for ACT to acquire the conservation easement is \$193,425. The Department will provide \$73,700 with \$119,725 in match provided by ACT. The purchase price of this conservation easement is based on a recent appraisal of fair market value.

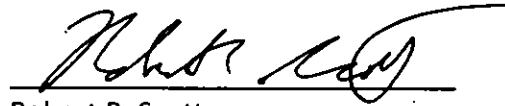
DES Website: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

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

We respectfully request your approval.

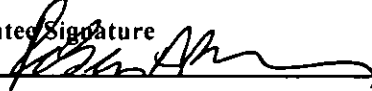

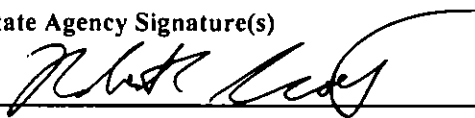
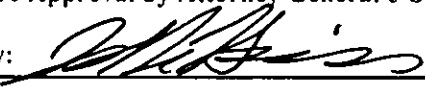

Robert R. Scott
Commissioner

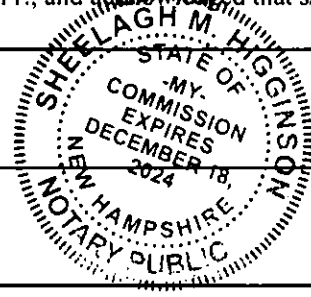
Subject: Grant Agreement for a NH Drinking Water and Groundwater Trust Fund Grant
GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Ammonoosuc Conservation Trust		1.4 Grantee Address P O Box 191, Franconia, NH 03580	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 12/31/2020	1.7 Audit Date N/A	1.8 Grant Limitation \$73,700
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 Rebecca Brown, Executive Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>5/17/2020</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Sheelagh M. Higginson</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>5/18/2020</u>			
1.17 Approval by the Governor and Council By: _____ On: ____/____/____			



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 or 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 of 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

Ammonoosuc Conservation Trust

Ammonoosuc Conservation Trust will use the grant to acquire conservation easements on approximately 36 acres of land within the source water protection area of Woodsville Water and Light's Ammonoosuc River intake. Ammonoosuc Conservation Trust will hold the conservation easement. The parcels designated on current Bath Tax Map 16 Lot 65 and on Haverhill Tax Map 101, Lots 101 & 111 will be protected in perpetuity, as specified in a conservation easement deeds (see Attachment A), with water supply protection being one of the purposes of the conservation easement. Riparian plantings will be done in accordance with the Stewardship and Revegetation Plans (see Attachment C).

EXHIBIT B

GRANT AMOUNT & PAYMENT SCHEDULE

Payment in the amount of \$73,700 shall be made to the Ammonoosuc Conservation Trust upon receipt of the following:

1. Surveys of the parcels of land.
2. Copies of the appraisals.
3. Title examinations.
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 match of \$119,725 provided by Ammonoosuc Conservation Trust.
7. The finalized conservation easement deeds with restrictions to protect water supply.

Grantee Initials LAB
Date 5/4/20

EXHIBIT C

SPECIAL PROVISIONS

1. Subparagraph 1.7 of the General Provisions shall not apply to this Grant Agreement.

Grantee Initials ROS
Date 5/7/20

State of New Hampshire

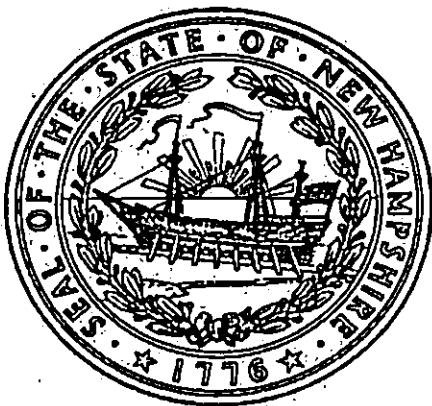
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMMONOOSUC CONSERVATION TRUST ("ACT") is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 18, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 337728

Certificate Number: 0004591447



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of September A.D. 2019.

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

William M. Gardner
Secretary of State



RECEIVED

JAN 27 2020

NHDES/DWGB
By _____



CERTIFICATE of AUTHORITY

I, Marilyn Booth, President of the Ammonoosuc Conservation Trust, do hereby certify that:

1. I am the duly elected President;
2. At the meeting held on November 1, 2018 the Ammonoosuc Conservation Trust voted to accept DWGTF funds and to enter into a contract with the NH Department of Environmental Services;
3. The Ammonoosuc Conservation Trust 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:

Rebecca Brown, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Ammonoosuc Conservation Trust, on this date 1/23/2020

Marilyn Booth
Marilyn Booth

President
Title

STATE OF NEW HAMPSHIRE

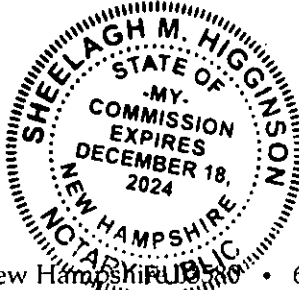
County of Grafton

On this the 23 day of January, 2020 before me Sheelagh M Higginson
(Notary Public)

the undersigned officer, personally appeared Marilyn Booth who acknowledged herself 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.

Commission Expiration Date:
(Seal)



Sheelagh M Higginson
(Notary Public Signature)



AMMOCON-01

ELEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2020

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

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

PRODUCER License # 0C36861
Chantilly-Alliant Ins Svc Inc.
4530 Walney Rd Ste 200
Chantilly, VA 20151-2285

CONTACT Edye Lewis

NAME

PHONE (A/C, No, Ext): (703) 397-0977

FAX (A/C, No):

E-MAIL ADDRESS: edye.lewis@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company

20281

INSURED

Ammonoosuc Conservation Trust
PO Box 191
729 Main St
Franconia, NH 03580

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			35816136	11/30/2019	11/30/2020	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 - COM/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			35816136	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			7983-31-71	11/30/2019	11/30/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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	(20)7174-21-67	11/30/2019	11/30/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)
Grant: NH Drinking Water and Groundwater Trust Fund Grant

CERTIFICATE HOLDER

NH Department of Environmental Services
Drinking Water and Groundwater Bureau
Attn: Holly Green
PO Box 95
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT A – CONSERVATION EASEMENT DEED

GRANT OF CONSERVATION EASEMENT

Jean E. Chamberlin of 254 Monroe Road, Bath, NH 03740, Grafton County, New Hampshire, (hereinafter "Landowner," which word shall, unless the context clearly indicates otherwise, include the Landowner's heirs, successors and assigns), for consideration paid, with WARRANTY covenants, grant in perpetuity to the Ammonoosuc Conservation Trust, a "qualified holder," being a corporation duly organized and existing under the laws of the State of New Hampshire, with a current address of P.O. Box 191, 729 Main Street, Town of Franconia, County of Grafton, State of New Hampshire 03580, and 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 "Holder," which word may include the plural and shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns), the Conservation Easement (herein referred to as the "Easement"), as more particularly described herein, regarding the certain areas of land, with any improvements thereon, and with a 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"), containing +/- 10 acres (hereinafter referred to as the "Conservation Area" within a larger Property (hereinafter referred to as the "Property") situated on the corner of Abbott Avenue and Route 135/Monroe Road, TOWN OF BATH, New Hampshire, and more particularly bounded and described in Appendix A attached hereto and made a part hereof.

Landowner and Holder acknowledge the economic health of northwestern New Hampshire and the quality of life of its people are closely linked to its forested, agricultural, and natural lands and resources which produce food, fiber, fuel, timber, and other products, and also provide recreational, aesthetic, and scenic qualities, upon which the various industries and people of New Hampshire depend.

This Easement consists of covenants on the part of Landowner to do or refrain from doing various acts set forth herein. It is hereby acknowledged that these covenants constitute a servitude on the land, and run with the land in perpetuity. Holder accepts such covenants in order to achieve the Purposes of this Easement as set forth herein, to conserve the Lawrence Forest's Attributes for present and future generations.

1. PURPOSES OF THIS EASEMENT

The Easement hereby granted is pursuant to NH RSA 477:45-47, and in compliance with the New Hampshire Aquatic Resources Mitigation Fund Final In-lieu Fee Program Instrument (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142), and is consistent with and pursuant to U.S. Internal Revenue Code Section 170(h)(4)(A) (iii) for the preservation of open space for the benefit of the public and for the purposes hereinafter stated exclusively for protecting the following Conservation Purposes ("Purposes"), namely:

- A. To maintain or enhance the water quality, wildlife habitat, and other ground and surface water resources including wetlands, upland buffers and riparian areas on the Conservation Area;

- B. To create a River Buffer Area described in Section 4 of this Easement, to reduce erosion hazards, protect water quality, and conserve and enhance aquatic, wetland and wildlife habitats and their natural processes now and in the future.
- C. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation attributes of the Conservation Area while allowing the reserved rights of Landowner as allowed under Section 5.
- D. To uphold the conservation purposes of RSA 485-F, the Groundwater Protection Act, in perpetuity;
- E. To allow the Ammonoosuc River to follow its natural slope, meander pattern and access to natural floodplains.
- F. To conserve and protect the Conservation Area's productive agricultural land and to provide long-term protection of the Conservation Area's capacity to produce a continuous flow of economically valuable agricultural products, by ensuring that any activities on the land utilize sustainable management practices;
- G. To safeguard the following Attributes of the Conservation Area:
 - 1) **Active River Area:** The Conservation Area is entirely within the Active River Area as mapped by The Nature Conservancy. The Active River Area encompasses river systems and the lands they interact with, including the river corridor meander belt and floodplain. The Conservation Area has nearly 1,200 feet of Ammonoosuc River shoreline.
 - 2) **Intact Riverside and Riparian Vegetation:** Streamside live and dead standing trees, shrubs, and herbs are critical to a river's geomorphic stability and habitat quality. The Conservation Area supports approximately two acres of contiguous forest cover along the Ammonoosuc River. The forest buffer ranges from ~50 – 200 feet in width.
 - 3) **Unconstrained River Corridor Area:** The Conservation Area's river corridor is unencumbered by structures, improvements, or other investments that are vulnerable to flood or fluvial erosion hazards.
 - 4) **Productive Agricultural Soils:** The Conservation Area is entirely underlain by prime agricultural soils.

These significant attributes of the Conservation Area are depicted in a Baseline Documentation Report ("Baseline Report") prepared by and agreed to by the Landowner and Holder. The Baseline Report shall be kept on file by the Holder and may be considered incorporated herewith by reference.

The above Purposes are consistent 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."

These Purposes are consistent with the conservation goals and objectives of the Town of Bath, specifically described in its 2007 Master Plan, which recommends "conserving agricultural lands and woodland, thus protecting wildlife habitat, natural resources, open spaces and scenic view sheds, and protecting rivers from over development"; and with the Town of Bath's 2011 Natural Resources Inventory, which states goals for conserving agricultural lands and grassland habitat, wet meadow/shrub wetland habitat, and vernal pools.

Landowner and Holder acknowledge that conditions which sustain the Purposes of this Easement and attributes of the Conservation Area may change over time, and that the change or disappearance of some do not invalidate the others.

2. USE LIMITATIONS

Subject to the exceptions specified in specified in Section 5, Reserved Rights, below:

- A. No use shall be made of the Conservation Area, and no activity shall be permitted thereon, which is inconsistent with the purposes of this Easement, as stated in Section 1.
- B. The Conservation Area shall not be subdivided, nor subdivided from or conveyed separately from the Excluded Homestead Area without the prior written approval of Holder, which approval may be granted:
 - (a) Only in exceptional circumstances at Holder's sole discretion; and
 - (b) Provided it does not compromise the Attributes and Purposes of this Easement.
- C. Except as described in Section 5, no structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, commercial facility, conduit or utility line, billboard or other means of advertising display, driveway or road, mobile home or other temporary or permanent structure or improvement, shall be constructed, placed, or introduced onto the Conservation Area.
- D. Except as described in Section 5, There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Conservation Area. No rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Conservation Area
- E. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials wastes generated off the property, then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances. Further, no such materials shall be stored or applied to the property, except in conjunction with Sections 3, 5.A, or 6.
- F. No industrial or commercial activities or improvements shall occur on the property except in conjunction with any groundwater withdrawal or agricultural activities that are allowed by this Easement, subject to such conditions as are specified herein;
- G. No motorized vehicles shall be allowed for recreational purposes.
- H. Commercial timber harvesting is not permitted on the Conservation Area. Notwithstanding, Landowner may remove trees in order to protect public safety or to advance Purposes of this Easement, with the advance, written permission of the Holder.

3. AGRICULTURE

Agriculture for commercial purposes are allowed on the Conservation Area but not in a water, wetland, or River Buffer Area as described in Section 4. Said agriculture shall not be detrimental to the Purposes of this Easement. The use of pesticides and herbicides is prohibited, except as provided for in Section 5A, Reserved Rights. Agricultural management activities shall be in accordance with the then-current scientifically-based practices recommended by the University of New Hampshire's Cooperative Extension Service, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but

not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMP's) for Agriculture in New Hampshire" as may be revised, updated, or superseded from time to time, or by other successor governmental natural resource conservation and management agencies then active.

4. RIVER BUFFER AREA

There shall be established a minimum 50-foot River Buffer Area ("the RBA") on the Ammonoosuc River, as more particularly described by "Boundary Line Survey of the Jean E. Chamberlin Property and Conservation Area Boundary, Bath, NH" by Pioneer Land Surveying LLC, dated October 2019 ("Survey") and recorded in the Grafton County Registry of Deeds on _____ 2019 as Plan # _____, said referenced plan hereby incorporated herewith, in which the RBA is labeled "River Buffer Area." The intent of the RBA is to protect bank stability with vegetation, enhance wildlife and fishery habitat, provide a travel corridor for wildlife, increase runoff filtration, and otherwise improve water quality among other ecological and hydrological benefits. The RBA will be measured at least 50 feet landward from the top of the bank of the river, as it may move from time to time, in addition to the embankment sloping from the top of the bank of the river to the low water mark of the waterway.

The following applies to the River Buffer Area:

- A. Except as otherwise permitted in this Section (4), existing vegetation within the buffer areas shall remain undisturbed. Invasive species management may be conducted by Holder or by the Landowner with NHDES's prior written approval.
- B. Landowner shall not conduct stream and channel management activities, will not manipulate water courses, or undertake any activity which would alter the natural water level or intervene in the natural physical adjustment of the tributary streams or the Ammonoosuc River.
- C. Holder has the right to establish within the buffer areas, in consultation with the Landowner, vegetative cover to protect bank stability, enhance wildlife and fishery habitat, increase runoff filtration, and otherwise improve water quality. Holder has the right but not the obligation to maintain such vegetative cover.

The buffer shall also be subject to the restrictions within Section 2 of this Easement. However, if any such restrictions conflict with this Section (4) the restrictions contained in this section shall prevail.

5. RESERVED RIGHTS

- A. Use of Chemicals. Herbicides, pesticides, fungicides, or rodenticides may be used on the Property with the advanced written permission of Holder and Third Party Holder provided that such use of chemicals is common and necessary to (a) control a pest or disease outbreak that poses a threat to the health of the buffer vegetation, wildlife habitat, or wetland functions and values; (b) control non-native and/or invasive species. All such chemical applications shall be applied by a licensed applicator, be consistent with applicable statutes and regulations, and utilize the narrowest spectrum, least persistent chemicals available.
- B. Signs may be displayed by the Landowner or Holder to promote the uses advanced by this Easement, for the accomplishment of conservation, agricultural, or groundwater withdrawal uses permitted hereunder.
- C. Certain activities such as the removal, filling, or other disturbances of soil surface, or any changes in topography, or natural habitat shall be allowed if the following applies to the activity:

1. Is commonly necessary in the accomplishment of the conservation, habitat management, agricultural, or groundwater withdrawal uses of the Conservation Area specifically reserved by Landowner and as allowed under this Section (5, Reserved Rights), of this Easement; and
 2. Does not harm state or federally recognized threatened, endangered, or species of conservation concern, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau and the New Hampshire Fish & Game Department, Non game and Endangered Species Program or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
 3. The activity only temporarily impacts wetland soils, intermittent or perennial streams, vernal pools, or other hydrology unless allowed under this section of this Easement.
- D. New ancillary structures and improvements such as a road, fence or bridge may be constructed, placed, or introduced onto the Conservation Area only as necessary for the accomplishment of conservation, wildlife habitat management, groundwater withdrawal, or agricultural uses of the Conservation Area and provided that they are not detrimental to the purposes of this Easement. Such structures and improvements may be allowed only if the impacts to wetland soils, intermittent or perennial streams, vernal pools, or other hydrology is temporary, and subject to Section 10, Discretionary Consent.

Subject to written approval from the Holder and in accordance with a written plan approved by NHDES, the Landowner reserves the right to construct, re-construct, and maintain structures or make other improvements intended to restore wetland functions and values and/or to make wildlife habitat improvements so as to provide enhancement of functions within degraded wetland or riparian systems on the Property, provided that such construction and required maintenance are not detrimental to the Purposes of this Easement.

6. COMMUNITY WATER SUPPLY RESERVED RIGHTS

The Landowner reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a public water system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time. "Sustainable yield" shall mean a rate of annual water withdrawal that does not cause adverse impacts to water resources or users. Withdrawal or removal of groundwater for private commercial purposes not served by a public water system is expressly prohibited.

- A. **Test Wells.** Prior to drilling test wells on the Property, the Landowner shall submit a Test Well Site Plan to the Holder for review and approval. Said plan shall identify the proposed locations and access for the test wells and identify the steps to be taken to minimize damage to the Property and Purposes of this Easement. The Landowner shall include in the Test Well Site Plan a restoration plan that addresses remediation of the impacts associated with the test wells and associated improvements.
1. The Holder shall limit its review of the Test Well Site Plan to the proposed access and restoration plan components and either approve, approve with conditions, or deny those components of the Test Well Site Plan within thirty (30) days of receipt of the request. The Holder shall not unreasonably withhold such approval.
 2. The Landowner is encouraged to communicate regularly and openly with the Holder as it develops its Test Well Site Plan.
 3. In the event that if after two (2) years from the date of installation of the test wells, the Landowner has not submitted a Construction Proposal per administrative rule Env-Dw 404.02, as may be amended, to the State of New Hampshire, then the Landowner

shall initiate the restoration plan at his expense and complete it within six (6) months. The Landowner may request extensions from the Holder for implementing and completing the restoration plan which the Holder may grant at its discretion.

- B. Facilities and Improvements.** For the purposes hereof, permitted activities in conjunction with a groundwater withdrawal development project shall consist of the installation, maintenance, monitoring, and replacement of test wells, long-term water production wells, monitoring wells, monitoring stations, pumping stations, and ancillary improvements such as, but not limited to, permeable-surface roads, signs, electric utilities necessary to power the pumps and related equipment, pipes, conduits, and security facilities, but only if they are required to be located on the Property. To the extent that said facilities and improvements must be located on the Property, those facilities and improvements shall, to the maximum extent possible, be located so as to minimize the impact to and disturbance of the Property and the Purposes of this Easement, and are subject to the prior written approval of the Holder, as outlined below. Other major facilities including, but not limited to, storage tanks, shipping facilities, non-permeable pavement, and office and laboratory facilities for employees shall not be located within the Property.
1. Prior to submitting a Construction Proposal per administrative rules Env-Dw 404.02, as may be amended, for approval by the appropriate State of New Hampshire agency, the Landowner shall submit to the Holder for approval the following information and plans (hereinafter, collectively referred to as "Site Plans") in appropriate format (e.g., documents, maps, plans, specifications, and designs) sufficient to identify the location and design of any proposed facilities or improvements on the Property, including but not limited to temporary or permanent well sites, pumping stations, and ancillary improvements such as but not limited to access ways/roads, signs, electric utilities, pipes, conduits, and security facilities and the provisions to minimize disturbance and impacts to the Property and Purposes of this Easement during and after installation and operation of the ground water withdrawal development project for the public water system.
 2. The Holder shall approve, approve with conditions, or deny the proposed Site Plans in writing within sixty (60) days of its receipt and base its decision on the impacts to the Property and the Purposes of this Easement. The Holder shall not unreasonably withhold such approval.
 3. The Construction Proposal submitted to the State of New Hampshire shall accurately reflect the Site Plans approved by the Holder.
 4. Upon completion of the ground water withdrawal development project, the Landowner shall submit an "as built" Site Plan to the Holder.
 5. Any proposal to expand, enlarge or relocate facilities and improvements related to groundwater withdrawal shall require the approval of the Holder in accordance with process and procedure in Section 6B. 1-3 above. This provision does not apply to increases in water withdrawal rates or amounts or to maintenance or repair of said facilities and improvements.
 6. If the groundwater wells and associated facilities and improvements are no longer used and there is no feasible plan for their eventual reuse, the Landowner shall undertake the restoration of the site in consultation with the Holder.
- C. Compliance with Law.** Activities taken by the Landowner in execution of the groundwater withdrawal right herein shall comply with all applicable federal, state and local requirements, including but not limited to requirements associated with public water supply, water withdrawals, and water discharges, and the

Landowner shall obtain any associated and requisite approvals from said agencies and abide by the conditions of said approvals.

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

At least 30 days before commencement of any activities allowed in Sections 4, 5, and 6, all necessary federal, state, local, and other governmental permits and approvals shall be secured and such notices as may be required shall be delivered to the Holder and Third Party Holder.

7. NOTIFICATION OF TRANSFER, MAINTENANCE OR OTHER ACTIVITIES

- A. The Landowner agrees to notify the Holder and Third Party Holder in writing 30 days before the transfer of title to the Property [or any division of ownership thereof permitted hereby].
- B. This deed creates a perpetual conservation easement that can be modified only in accordance with the provisions of this instrument, including Section 13, Extinguishment & Condemnation. The Landowner and the Holder shall together notify the DES and the New England District of the U.S. Army Corps of Engineers sixty (60) days prior to taking any action under these sections.
- C. The Holder shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.
- D. Except as otherwise specifically stated in this Easement, Landowner shall notify Holder and Third Party Holder in writing 30 days before exercising any right reserved herein. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Holder to evaluate the proposed activity with the purposes of this Easement.

8. BENEFITS, BURDENS, AND ACCESS

- A. 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 and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- B. The Holder and Third Party Holder shall have access to the Conservation Area and all of its parts for such inspection as 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.

9. **LEGAL REMEDIES OF HOLDER**

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Holder, it shall notify the Landowner in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.
- B. The Landowner shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Landowner shall promptly notify the Holder of its actions taken under this section.
- C. If the Landowner fails to take such proper action under the preceding paragraph, the Holder shall, as appropriate to the purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Landowner's name or to terminate such conduct. The cost thereof, including, but not limited to, the Holder's reasonable expenses, expert fees, court costs, and legal fees, shall be paid by the Landowner, provided that the Landowner is directly or primarily responsible for the breach.
- D. Nothing contained in this Easement shall be construed to entitle the Holder to bring any action against the Landowner for any injury to or change in the Property resulting from causes beyond the Landowner's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- E. The Holder and the Landowner reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- F. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Landowner shall impair Holder's rights or remedies or be construed as a waiver.
- G. Holder shall have the right to enforce this Easement by appropriate legal means and to obtain injunctive and other equitable relief against any violations, including without limitation, relief requiring restoration of the Property to its condition prior to the time of the violation, and shall be in addition to, and not limitation of, any other rights and remedies available to the Holder.
- H. Holder, by its acceptance of this Easement, does not undertake any liability or obligation relating to the condition of the Property.
- I. The State of the New Hampshire shall have the ability to enforce the terms of this Easement including through any civil, injunctive, or equitable action or through other relief against Holder and/or Landowner as may be necessary in the event Holder and/or Landowner has not, in the State's opinion, taken steps necessary under this section to adequately preserve and protect the conservation purposes of this Easement. Both the Landowner and Holder hereby waive any defense with respect to standing or jurisdiction. All reasonable costs of such enforcement shall be paid by the party against whom relief is obtained. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Holder's assignee or transferee as specified in Section 7. above. Any such assignee or transferee shall have like power of assignment or transfer.

10. **DISCRETIONARY CONSENT**

No use shall be made of the Conservation Area, and no activity shall be permitted thereon which is or is likely to become inconsistent with the Purposes of this Easement. Landowner, Holder, and Third Party Holder acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technology, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. Holder therefore, with the agreement of Third Party Holder, may in its sole discretion determine whether proposed uses or proposed improvements not contemplated by or addressed in this Easement, or alterations in existing uses or structures, are consistent with the Purposes of this Easement.

11. **NOTICES**

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered by hand, or by email or other electronic/digital transmission so long as acknowledgment of receipt is made by the recipient, or sent by certified mail.

12. **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.

13. **EXTINGUISHMENT & CONDEMNATION**

A. Extinguishment. The Landowner acknowledges that, at the time of the conveyance of this Easement to the Holder, this Easement gives rise to a real property right, immediately vested in the Holder. If a change in conditions takes place which makes it impossible or impractical for the continued protection of the Property for conservation purposes and the restrictions contained herein are extinguished by judicial proceeding, the parties agree upon a subsequent sale or exchange of the Property, the Holder shall be entitled to a portion of the net proceeds. For this purpose, the Holder's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The values of the interest of the Landowner and Holder's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of extinguishment. The Holder shall use its share, if any, of the proceeds in a manner consistent with the conservation Purposes of this Easement.

B. Condemnation. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, the Landowner and the Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. In such event, the proceeds shall be divided between the Landowner and the Holder in the same manner as described in the preceding paragraph, Extinguishment. The values of the interest of the Landowner's and Holder's shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation. The Holder shall use its share, if any, of the proceeds in a manner consistent with the conservation Purposes of this Easement.

C. Application of Proceeds: The Easement Holder shall use any proceeds received under the circumstances described in this Section in a manner consistent with the Purposes of this Easement. Provided, however, that the New Hampshire Department of Environmental Services' Aquatic Resource Mitigation Program shall be entitled to 59% of the net proceeds received by the Easement Holder, which is based on the proportionate value the funder contributed to the purchase price and the New Hampshire Drinking Water and Groundwater Trust Fund shall be entitled to 38 % of the net proceeds received by the Holder, which

is based on the proportionate value the funder contributed to the purchase price..

14. ADDITIONAL EASEMENT

Should the Landowner determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Landowner 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 Section 8.A. above, accepts and records the additional easement. Any additional easements shall contain a provision that they are subject to this easement.

15. SEPARATE PARCEL

The Landowner agrees that for the purpose of determining compliance with any present or future bylaw, order, ordinance, or regulation (within this section referred to as "legal requirements") of the Town/City of Bath, the State of New Hampshire or any other governmental unit, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Landowner, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback or other dimensional standard applicable to such land.

16. MERGER

The Landowner and 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 Holder or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of merger or any other legal doctrine.

17. THIRD PARTY RIGHT OF ENFORCEMENT

- A. If the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder.
- B. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Easement Holder's or Third Party Holder's assignee or transferee as specified in Section 8, Benefits, Burdens, and Access 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.

The Holder, 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 Holder, all in the furtherance of the conservation purposes for which this Easement is delivered.

18. **SOVEREIGN IMMUNITY**

Nothing herein shall be construed as a waiver of sovereign immunity by the State of New Hampshire, such immunity being hereby specifically reserved. If the interests held by the State of New Hampshire herein are assigned or transferred to a qualified party other than the State of New Hampshire or agency thereof, as allowed by Section 17 above, this Section 18 ("Sovereign Immunity") shall not apply to the assignee or transferee.

TO HAVE AND TO HOLD all interests described in this Easement, with all the privileges and appurtenances thereof, to Holder, **Ammonoosuc Conservation Trust**, its successors and assigns, to its own use and benefit forever, and Landowner, Town of Franconia, for itself and its successors and assigns, does covenant with the Holder, its successors and assigns, that until the enrolling of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those previously of record, and Landowner hereby engages to warrant and defend the same against all lawful claims whatever.

This conveyance is exempt from the NH Real Estate Transfer Tax pursuant to RSA 78-B:2 (IX).

IN WITNESS WHEREOF, we set our hands this 5th day of October, 2019.

LANDOWNER:

Jean E. Chamberlin x Neil C. Chamberlin POA
Jean E. Chamberlin, by Neil Chamberlin, Power of Attorney

State of New Hampshire
County of Grafton

This instrument was acknowledged before me this 5th day of October, 2019 by



William W. Oliver
NH Notary Public/ Print Name: William W. Oliver
My commission expires: 11/22/2022

ACCEPTED: Ammonoosuc Conservation Trust

By: Marilyn Booth
Marilyn Booth, duly authorized

State of New Hampshire
County of Grafton

The foregoing instrument was acknowledged before me this 5th day of October, 2019, by
Marilyn Booth and duly authorized agent of the Ammonoosuc Conservation Trust,
on behalf of said corporation.



William W. Oliver
NH Notary Public/Print Name:
William W. Oliver
My commission expires: 11/22/2022

ACCEPTED: Third Party Enforcement Right:
STATE of NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES:

Robert R. Scott, Commissioner
NH Department of Environmental Services

The State of New Hampshire
County of _____

On this _____ day of October, 2019, before me personally appeared Robert R. Scott, the Commissioner of the NH 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:

APPENDIX A

Lot 65 Easement Description

A certain conservation easement area on a parcel laying southerly of Abbott Avenue, shown on a plat titled "Boundary Survey of The Jean E. Chamberlin Property and Conservation Area, Bath, NH" by Pioneer Land Surveying, dated October 2019, and beginning as follows; Starting at a 5/8" rebar found on the high-water mark of the Ammonoosuc River; said point being the southwesterly corner of the conservation area here-in described; Thence along land of Vogt Estate N 24-53-24 E 105.00 feet to a 5/8" rebar found at the southeast corner of the excluded area shown on said plat; Thence along the excluded area N 38-46-39 E 453.20 feet to a 5/8" rebar set on the southerly side of Abbott Avenue; Thence turning and running easterly along the southerly side of Abbott Avenue 940.86 feet to a 5/8" rebar found at land of the Town of Bath; thence turning and running along land of the Town of Bath and following a fence line S 21-42-22 W 196.49 feet to an angle in the fence; Thence along the fence line S 03-56-55 W 31.44 feet to a 5/8" rebar found at the high-water mark of the Ammonoosuc River; Thence turning and running westerly along the high-water mark of the Ammonoosuc River 1169.18 feet to the point of beginning. Said easement area contains 10.52 Acres.

MEANING and INTENDING to describe and convey a conservation easement on a portion of the same premises described as "Parcel #1" in a certain deed of Jean E. Chamberlin to Jean E. Chamberlin and Gary N. Chamberlin, as joint tenants with rights of survivorship, dated June 17, 1988 and recorded with the Grafton County Registry of Deeds at Book 1774, Page 267. See also the death certificate of Gary N. Chamberlin and the death certificate of Nelson H. Chamberlin intended to be recorded on near or even date herewith.

GRANT OF CONSERVATION EASEMENT

Jean E. Chamberlin of (254 Monroe Road, Bath, NH 03740, Grafton County, New Hampshire, (hereinafter "Landowner," which word shall, unless the context clearly indicates otherwise, include the Landowner's heirs, successors and assigns), for consideration paid, with WARRANTY covenants, grant in perpetuity to the Ammonoosuc Conservation Trust, a "qualified holder," being a corporation duly organized and existing under the laws of the State of New Hampshire, with a current address of P.O. Box 191, 729 Main Street, Town of Franconia, County of Grafton, State of New Hampshire 03580, and 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 "Holder," which word may include the plural and shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns), the Conservation Easement (herein referred to as the "Easement"), as more particularly described herein, regarding the certain areas of land, with any improvements thereon, and with a 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, (hereinafter the "Third Party Holder"), containing +/- 25.85 acres (hereinafter referred to as the "Conservation Area"—situated on Ammonoosuc Avenue, TOWN OF HAVERHILL, New Hampshire, and more particularly bounded and described in Appendix A attached hereto and made a part hereof.

Landowner and Holder acknowledge the economic health of northwestern New Hampshire and the quality of life of its people are closely linked to its forested, agricultural, and natural lands and resources which produce food, fiber, fuel, timber, and other products, and also provide recreational, aesthetic, and scenic qualities, upon which the various industries and people of New Hampshire depend. This Easement is based on the best current science regarding habitat, agriculture, and climate resilience, with the long-term goal that the land be available for these uses and qualities for all time.

This Easement consists of covenants on the part of Landowner to do or refrain from doing various acts set forth herein. It is hereby acknowledged that these covenants constitute a servitude on the land, and run with the land in perpetuity. Holder accepts such covenants in order to achieve the Purposes of this Easement as set forth herein, to conserve the Conservation Area's Attributes for present and future generations.

1. PURPOSES OF THIS EASEMENT

The Easement hereby granted is pursuant to NH RSA 477:45-47, and in compliance with the New Hampshire Aquatic Resources Mitigation Fund Final In-lieu Fee Program Instrument (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142), and is consistent with and pursuant to U.S. Internal Revenue Code Section 170(h)(4)(A) (iii) for the preservation of open space for the benefit of the public and for the purposes hereinafter stated exclusively for protecting the following Conservation Purposes ("Purposes"), namely:

- A. To maintain or enhance the water quality, wildlife habitat, and other ground and surface water resources including wetlands, upland buffers and riparian areas on the Conservation Area;

- B. To create a Riparian Buffer Area described in Section 4 of this Easement, to reduce erosion hazards, protect water quality, and conserve and enhance aquatic, wetland and wildlife habitats and their natural processes now and in the future.
- C. To conserve and protect the Conservation Area's productive agricultural land and to provide long-term protection of the Conservation Area's capacity to produce a continuous flow of economically valuable agricultural products, by ensuring that any activities on the land utilize sustainable management practices;
- D. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation attributes of the Conservation Area while allowing the reserved rights of Landowner as allowed under Section 5.
- E. To uphold the conservation purposes of RSA 485-F, the Groundwater Protection Act, in perpetuity;
- F. To allow the Ammonoosuc River to follow its natural slope, meander pattern and access to natural floodplains in order to provide flood inundation and fluvial erosion hazard mitigation benefits.
- G. To safeguard the following Attributes of the Conservation Area:
 - 1) Active River Area: The Conservation Area is entirely within the Active River Area as mapped by The Nature Conservancy and the 100-year Flood Hazard Zone as mapped by FEMA. The Active River Area encompasses river systems and the lands they interact with, including the river corridor meander belt and floodplain. The Conservation Area has nearly 1,500 feet of frontage on a backwater area of the Ammonoosuc River.
 - 2) Intact Riverside and Riparian Vegetation: Streamside live and dead standing trees, shrubs, and herbs are critical to a river's geomorphic stability and habitat quality. The Conservation Area currently supports limited riparian forest cover, but easement measures will reestablish riparian vegetation.
 - 3) High Priority Water Supply Lands: The Conservation Area also contributes to protection of significant drinking water supply resources. The entire Conservation Area is within a High Priority Water Supply Land as identified by NH DES. The conservation Area is located \pm 1,590 feet from the Woodsville Community Water Supply (CWS) intake.
 - 4) Priority Wildlife Habitat: The Conservation Area supports \pm 23-acres of grassland habitat as identified in the 2015 Wildlife Action Plan. The Conservation area supports Tier I grassland habitat, some of the highest quality grassland habitat in the state
 - 5) Productive Agricultural Soils: The Conservation Area is entirely underlain by prime agricultural soils, including \pm 23 acres of prime agricultural soils and \pm 10 acres of locally important soils.

These significant attributes of the Conservation Area are depicted in a Baseline Documentation Report ("**Baseline Report**") prepared by and agreed to by the Landowner and Holder. The Baseline Report shall be kept on file by the Holder and may be considered incorporated herewith by reference.

The above Purposes are consistent 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.”

These Purposes are consistent with the conservation goals and objectives of the Town of Haverhill, specifically described in its 2008 Master Plan (the most recent), which states this objective: “Preserve agricultural land and open space” and that “Haverhill should promote the retention of open space and agricultural lands by working with the organizations which purchase development rights.”

Landowner and Holder acknowledge that conditions which sustain the Purposes of this Easement and attributes of the Conservation Area may change over time, and that the change or disappearance of some do not invalidate the others.

2. USE LIMITATIONS

Subject to the exceptions specified in specified in Section 6, Reserved Rights, below:

- A. No use shall be made of the Conservation Area, and no activity shall be permitted thereon, which is inconsistent with the purposes of this Easement, as stated in Section 1.
- B. The Conservation Area shall not be subdivided.
- C. Except as described in Section 5, no structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, commercial facility, conduit or utility line, billboard or other means of advertising display, driveway or road, mobile home or other temporary or permanent structure or improvement, shall be constructed, placed, or introduced onto the Conservation Area.
- D. Except as described in Section 5, There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Conservation Area. No rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Conservation Area.
- E. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials wastes generated off the property, then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances. Further, no such materials shall be stored or applied to the property, except in conjunction with Sections 3, 5.A, or 6.
- F. No industrial or commercial activities or improvements shall occur on the property except in conjunction with any groundwater withdrawal or agricultural activities that are allowed by this Easement, subject to such conditions as are specified herein;
- G. No motorized vehicles shall be allowed for recreational purposes.
- H. Commercial timber harvesting is not permitted on the Conservation Area. Notwithstanding, Landowner may remove trees in order to protect public safety or to advance Purposes of this Easement, with the advance, written permission of the Holder.

3. AGRICULTURE

Agriculture for commercial purposes are allowed on the Conservation Area but not in a water, wetland, or Riparian Buffer Area as described in Section 4. Said agriculture shall not be detrimental to the Purposes of this Easement. The use of pesticides and herbicides is prohibited, except as provided for in Section 5A, Reserved Rights. Agricultural management activities shall be in accordance with the then-current scientifically-based practices recommended by the University of New Hampshire's Cooperative Extension Service, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMP's) for Agriculture in New Hampshire" as may be revised, updated, or superseded from time to time, or by other successor governmental natural resource conservation and management agencies then active.

4. RIPARIAN BUFFER AREA

There shall be established a minimum 50-foot Riparian Buffer Area ("the RBA") on the Ammonoosuc River backwater, as more particularly described in "Boundary Line Survey of the Jean E. Chamberlin Conservation Area, Haverhill, NH" by Pioneer Land Surveying LLC, dated October 2019, and recorded in the Grafton County Registry of Deeds on _____ 2019 as Plan # _____, said referenced plan hereby incorporated herewith, in which the RBA is labeled "Riparian Buffer Area." The intent of the RBA is to protect bank stability with vegetation, enhance wildlife and fishery habitat, provide a travel corridor for wildlife, increase runoff filtration, and otherwise improve water quality among other ecological and hydrological benefits. The RBA will be measured at least 50 feet landward from the top of the bank of the backwater, as it may move from time to time, in addition to the embankment sloping from the top of the bank of the river to the low water mark of the waterway.

The following applies to the Riparian Buffer Area:

- A. Except as otherwise permitted in this Section (4), existing vegetation within the buffer areas shall remain undisturbed. Invasive species management may be conducted by Holder or by the Landowner with NHDES's prior written approval.
- B. Landowner shall not conduct stream and channel management activities, will not manipulate water courses, or undertake any activity which would alter the natural water level or intervene in the natural physical adjustment of the backwater of the Ammonoosuc River.
- C. Holder has the right to establish within the buffer areas, in consultation with the Landowner, vegetative cover to protect bank stability, enhance wildlife and fishery habitat, increase runoff filtration, and otherwise improve water quality. Holder has the right but not the obligation to maintain such vegetative cover.

The buffers shall also be subject to the restrictions within Section 2 of this Easement. However, if any such restrictions conflict with this Section (4) the restrictions contained in this section shall prevail.

5. RESERVED RIGHTS

- A. Use of Chemicals. Herbicides, pesticides, fungicides, or rodenticides may be used on the Property with the advanced written permission of Holder and Third Party Holder provided that such use of chemicals is common and necessary to (a) control a pest or disease outbreak that poses a threat to the health of the buffer vegetation, wildlife habitat, or wetland functions and values; (b) control non-native and/or invasive species. All such chemical applications shall be applied by a licensed

applicator, be consistent with applicable statutes and regulations, and utilize the narrowest spectrum, least persistent chemicals available.

- B. Signs may be displayed by the Landowner or Holder to promote the uses advanced by this Easement, for the accomplishment of conservation, agricultural, or groundwater withdrawal uses permitted hereunder.
- C. Certain activities such as the removal, filling, or other disturbances of soil surface, or any changes in topography, or natural habitat shall be allowed if the following applies to the activity:
 - 1. Is commonly necessary in the accomplishment of the conservation, habitat management, agricultural, or groundwater withdrawal uses of the Conservation Area specifically reserved by Landowner and as allowed under this Section (5, Reserved Rights), of this Easement; and
 - 2. Does not harm state or federally recognized threatened, endangered, or species of conservation concern, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau and the New Hampshire Fish & Game Department, Non-game and Endangered Species Program or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
 - 3. The activity only temporarily impacts wetland soils, intermittent or perennial streams, vernal pools, or other hydrology unless allowed under this section of this Easement.
- D. New ancillary structures and improvements such as a road, fence or bridge, may be constructed, placed, or introduced onto the Conservation Area only as necessary for the accomplishment of conservation, wildlife habitat management, groundwater withdrawal, or agricultural uses of the Conservation Area and provided that they are not detrimental to the purposes of this Easement. Such structures and improvements may be allowed only if the impacts to wetland soils, intermittent or perennial streams, vernal pools, or other hydrology is temporary, and subject to Section 10, Discretionary Consent.

Subject to written approval from the Holder and in accordance with a written plan approved by NHDES, the Landowner reserves the right to construct, re-construct, and maintain structures or make other improvements intended to restore wetland functions and values and/or to make wildlife habitat improvements so as to provide enhancement of functions within degraded wetland or riparian systems on the Property, provided that such construction and required maintenance are not detrimental to the Purposes of this Easement.

6. COMMUNITY WATER SUPPLY RESERVED RIGHTS

The Landowner reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a public water system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time. "Sustainable yield" shall mean a rate of annual water withdrawal that does not cause adverse impacts to water resources or users. Withdrawal or removal of groundwater for private commercial purposes not served by a public water system is expressly prohibited.

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

1. The Holder shall limit its review of the Test Well Site Plan to the proposed access and restoration plan components and either approve, approve with conditions, or deny those components of the Test Well Site Plan within thirty (30) days of receipt of the request. The Holder shall not unreasonably withhold such approval.
2. The Landowner is encouraged to communicate regularly and openly with the Holder as it develops its Test Well Site Plan.
3. In the event that if after two (2) years from the date of installation of the test wells, the Landowner has not submitted a Construction Proposal per administrative rule Env-Dw 404.02, as may be amended, to the State of New Hampshire, then the Landowner shall initiate the restoration plan at his expense and complete it within six (6) months. The Landowner may request extensions from the Holder for implementing and completing the restoration plan which the Holder may grant at its discretion.

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

1. Prior to submitting a Construction Proposal per administrative rules Env-Dw 404.02, as may be amended, for approval by the appropriate State of New Hampshire agency, the Landowner shall submit to the Holder for approval the following information and plans (hereinafter, collectively referred to as "Site Plans") in appropriate format (e.g., documents, maps, plans, specifications, and designs) sufficient to identify the location and design of any proposed facilities or improvements on the Property, including but not limited to temporary or permanent well sites, pumping stations, and ancillary improvements such as but not limited to access ways/roads, signs, electric utilities, pipes, conduits, and security facilities and the provisions to minimize disturbance and impacts to the Property and Purposes of this Easement during and after installation and operation of the ground water withdrawal development project for the public water system.
2. The Holder shall approve, approve with conditions, or deny the proposed Site Plans in writing within sixty (60) days of its receipt and base its decision on the impacts to the Property and the Purposes of this Easement. The Holder shall not unreasonably withhold such approval.
3. The Construction Proposal submitted to the State of New Hampshire shall accurately reflect the Site Plans approved by the Holder.
4. Upon completion of the ground water withdrawal development project, the Landowner shall submit an "as built" Site Plan to the Holder.

5. Any proposal to expand, enlarge or relocate facilities and improvements related to groundwater withdrawal shall require the approval of the Holder in accordance with process and procedure in Section 6B1-3 above. This provision does not apply to increases in water withdrawal rates or amounts or to maintenance or repair of said facilities and improvements.
 6. If the groundwater wells and associated facilities and improvements are no longer used and there is no feasible plan for their eventual reuse, the Landowner shall undertake the restoration of the site in consultation with the Holder.
- C. Compliance with Law. Activities taken by the Landowner in execution of the groundwater withdrawal right herein shall comply with all applicable federal, state and local requirements, including but not limited to requirements associated with public water supply, water withdrawals, and water discharges, and the Landowner shall obtain any associated and requisite approvals from said agencies and abide by the conditions of said approvals.
- D. The Landowner shall provide to the Holder a copy of any application for renewal, and any subsequent approval by the State, of the groundwater withdrawal permit.

At least 30 days before commencement of any activities allowed in Sections 4,5, and 6, all necessary federal, state, local, and other governmental permits and approvals shall be secured and such notices as may be required shall be delivered to the Holder and Third Party Holder.

7. **NOTIFICATION OF TRANSFER, MAINTENANCE, OR OTHER ACTIVITIES**

- A. The Landowner agrees to notify the Holder and Third Party Holder in writing 30 days before the transfer of title to the Property.
- B. This deed creates a perpetual conservation easement that can be modified only in accordance with the provisions of this instrument, including Section 13, Extinguishment & Condemnation. The Landowner and the Holder shall together notify the Third Party Holder and the New England District of the U.S. Army Corps of Engineers sixty (60) days prior to taking any action under these sections.
- C. The Holder shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.
- D. Except as otherwise specifically stated in this Easement, Landowner shall notify Holder and Third Party Holder in writing 30 days before exercising any right reserved herein. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Holder to evaluate the proposed activity with the purposes of this Easement.

8. **BENEFITS, BURDENS, AND ACCESS**

- A. The burden of the Easement conveyed hereby shall run with the Conservation Area 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 and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

- B. The Holder and Third Party Holder shall have access to the Conservation Area and all of its parts for such inspection as 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.

9. LEGAL REMEDIES OF THE HOLDER

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Holder, it shall notify the Landowner in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.
- B. The Landowner shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Landowner shall promptly notify the Holder of its actions taken under this section.
- C. If the Landowner fails to take such proper action under the preceding paragraph, the Holder shall, as appropriate to the purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Landowner's name or to terminate such conduct. The cost thereof, including, but not limited to, the Holder's reasonable expenses, expert fees, court costs, and legal fees, shall be paid by the Landowner, provided that the Landowner is directly or primarily responsible for the breach.
- D. Nothing contained in this Easement shall be construed to entitle the Holder to bring any action against the Landowner for any injury to or change in the Property resulting from causes beyond the Landowner's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- E. The Holder and the Landowner reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- F. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Landowner shall impair Holder's rights or remedies or be construed as a waiver.
- G. Holder shall have the right to enforce this Easement by appropriate legal means and to obtain injunctive and other equitable relief against any violations, including without limitation, relief requiring restoration of the Property to its condition prior to the time of the violation, and shall be in addition to, and not limitation of, any other rights and remedies available to the Holder.
- H. Holder, by its acceptance of this Easement, does not undertake any liability or obligation relating to the condition of the Property.
- I. The State of the New Hampshire shall have the ability to enforce the terms of this Easement including through any civil, injunctive, or equitable action or through other relief against Holder and/or Landowner as may be necessary in the event Holder and/or Landowner has not, in the State's opinion, taken steps necessary under this section to adequately preserve and protect the conservation purposes of this Easement. Both the Landowner and Holder hereby waive any defense with respect to standing or jurisdiction. All reasonable costs of such enforcement shall be paid by the party against whom relief is

obtained. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Holder's assignee or transferee as specified in Section 7. above. Any such assignee or transferee shall have like power of assignment or transfer.

10. DISCRETIONARY CONSENT

No use shall be made of the Conservation Area, and no activity shall be permitted thereon which is or is likely to become inconsistent with the Purposes of this Easement. Landowner, Holder, and Third Party Holder acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technology, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. Holder therefore, with the agreement of Third Party Holder, may in its sole discretion determine whether proposed uses or proposed improvements not contemplated by or addressed in this Easement, or alterations in existing uses or structures, are consistent with the Purposes of this Easement.

11. NOTICES

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered by hand, or by email or other electronic/digital transmission so long as acknowledgment of receipt is made by the recipient, or sent by certified mail.

12. 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.

13. EXTINGUISHMENT & CONDEMNATION

- A. Extinguishment. The Landowner acknowledges that, at the time of the conveyance of this Easement to the Holder, this Easement gives rise to a real property right, immediately vested in the Holder. If a change in conditions takes place which makes it impossible or impractical for the continued protection of the Property for conservation purposes and the restrictions contained herein are extinguished by judicial proceeding, the parties agree upon a subsequent sale or exchange of the Property, the Holder shall be entitled to a portion of the net proceeds. For this purpose, the Holder's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The values of the interest of the Landowner and Holder's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of extinguishment. The Holder shall use its share, if any, of the proceeds in a manner consistent with the conservation Purposes of this Easement.
- B. Condemnation. Whenever all or part of the Property is taken in in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, the Landowner and the Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. In such event, the proceeds shall be divided between the Landowner and the Holder in the same manner as described in the preceding paragraph, Extinguishment. The values of the interest of the Landowner's and Holder's shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation. The Holder shall use its share, if any, of the proceeds in a manner consistent with the conservation Purposes of this Easement.

- C. Application of Proceeds: The Easement Holder shall use any proceeds received under the circumstances described in this Section in a manner consistent with the Purposes of this Easement. Provided, however, that the New Hampshire Department of Environmental Services' Aquatic Resource Mitigation Program shall be entitled to 34% of the net proceeds received by the Easement Holder, which is based on the proportionate value the funder contributed to the purchase price and the New Hampshire Drinking Water and Groundwater Trust Fund shall be entitled to 34% of the net proceeds received by the Grantee, which is based on the proportionate value the funder contributed to the purchase price..

14. ADDITIONAL EASEMENT

Should the Landowner determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Landowner 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 Section 8.A. above, accepts and records the additional easement. Any additional easements shall contain a provision that they are subject to this easement.

15. SEPARATE PARCEL

The Landowner agrees that for the purpose of determining compliance with any present or future bylaw, order, ordinance, or regulation (within this section referred to as "legal requirements") of the Town Haverhill, the State of New Hampshire or any other governmental unit, the Conservation Area shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Landowner, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback or other dimensional standard applicable to such land.

16. MERGER

The Landowner and 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 Holder or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of merger or any other legal doctrine.

17. THIRD PARTY RIGHT OF ENFORCEMENT

- A. If the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder.
- B. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Easement Holder's or Third Party Holder's assignee or transferee as specified in Section 8 (Benefits, Burdens; and Access) 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.

18. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity by the State of New Hampshire, such immunity being hereby specifically reserved. If the interests held by the State of New Hampshire herein are assigned or transferred to a qualified party other than the State of New Hampshire or agency thereof, as allowed by Section 17 above, this Section 18 ("Sovereign Immunity") shall not apply to the assignee or transferee.

The Holder, 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 Holder, all in the furtherance of the conservation purposes for which this Easement is delivered.

TO HAVE AND TO HOLD all interests described in this Easement, with all the privileges and appurtenances thereof, to Holder, **Ammonoosuc Conservation Trust**, its successors and assigns, to its own use and benefit forever, and Landowner, Town of Franconia, for itself and its successors and assigns, does covenant with the Holder, its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those previously of record, and Landowner hereby engages to warrant and defend the same against all lawful claims whatever.

This is a conveyance is exempt from the New Hampshire Real Estate Transfer Tax pursuant to NH RSA 78-B:2 (IX).

IN WITNESS WHEREOF, we set our hands this 5th day of October, 2019.

LANDOWNER:

Jean E. Chamberlin + Neil R. Chamberlin POA
Jean E. Chamberlin, by Neil Chamberlin, Power of Attorney

State of New Hampshire
County of Grafton

This instrument was acknowledged before me this 5th day of October, 2019 by



William W. Oliver
NH Notary Public/ Print Name: William W. Oliver

My commission expires: 11/22/2022

ACCEPTED: Ammonoosuc Conservation Trust

By: Marilyn Booth
Marilyn Booth, duly authorized

State of New Hampshire
County of Grafton

The foregoing instrument was acknowledged before me this 5th day of October, 2019 by
Marilyn Booth and duly authorized agent of the Ammonoosuc Conservation Trust,
on behalf of said corporation.



William W. Oliver
NH Notary Public/ Print Name:
William W. Oliver
My commission expires: 11/22/2022

ACCEPTED: Third Party Enforcement Right:
STATE of NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES:

Robert R. Scott, Commissioner
NH Department of Environmental Services

The State of New Hampshire
County of _____

On this ____ day of October 2019, before me personally appeared Robert R. Scott, the Commissioner of the NH 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: _____

APPENDIX A

Lot 101 Description

A certain piece and parcel laying southerly of Ammonoosuc Street, shown on a plat titled "Boundary Survey of Jean E. Chamberlin Conservation Area, Haverhill, NH" by Pioneer Land Surveying, dated October 2019, and beginning as follows; Starting at a point located in the center line of Ammonoosuc Street, said point being above the culvert leading to the Ammonoosuc River; Thence easterly along the center line of the access road 148.05 feet to a point on the Bath/Haverhill town line at land of Knox; Thence along the Bath/Haverhill town line and Knox S 64-21-15 E 651.86 feet to a 5/8" rebar found at other land of Knox; Thence turning and running along land of Knox S 25-38-45 W 330.00 feet to a 5/8" rebar set at other land of Chamberlin; Thence turning and running along other land of Chamberlin N 64-21-15 W 198.00 feet to a 5/8" rebar set in the center of the first creek; Thence turning and running along the first creek in a southwesterly direction 387.72 feet to a point at the edge of the pond; Thence turning and running northerly along the edge of the pond 768.19 feet to the point of beginning. Said parcel contains 7.01 acres.

Lot 111 Description









A certain piece and parcel laying southerly of Ammonoosuc Street, shown on a plat titled "Boundary Survey of Jean E. Chamberlin Conservation Area, Haverhill, NH" by Pioneer Land Surveying, dated October 2019, and beginning as follows; Starting at a 5/8" rebar set in the north line of the premises described and the southwesterly corner of Knox, said rebar is located 330.00 feet from a 5/8" rebar found in the access road on the Bath/Haverhill town line; Thence running along land of Knox S 64-21-15 E 660.00 feet to a 5/8" rebar set at the center line of the third creek, so called; thence turning and running along the center line of the said third creek along land of Knox the following 7 courses; S 40-34 W 399.0 to a point; S 64-52 W 293.5 feet to a point; S 78-31 W 279.7 feet to a point; N 84-56 W 181.5 feet to a point; N 65-20 W 334.8 feet to a point; N 51-43 W 181.7 feet to a point; N 28-56 W 295.7 feet to a 5/8" rebar found at land of Smith; Thence turning and running along land of Smith N 50-59-34 E 68.56 feet to the edge of a pond; Thence running along the edge of the pond in a northeasterly direction 716.42 feet to a point at the intersection of the first creek and the pond; Thence along the center of the first creek in a northeasterly direction 387.72 feet to a 5/8" rebar set in the center of the first creek; Thence turning and running S 64-21-15 E 198.00 feet to the point of beginning. Said parcel contains 18.84 acres.

MEANING and INTENDING to describe and convey a conservation easement on the same premises described as "Parcel #2" in a certain deed of Jean E. Chamberlin to Jean E. Chamberlin and Gary N. Chamberlin, as joint tenants with rights of survivorship, dated June 17, 1988 and recorded with the Grafton County Registry of Deeds at Book, 1774, Page 267. See also the death certificate of Gary N. Chamberlin and the death certificate of Nelson H. Chamberlin intended to be recorded on near or even date herewith.

ATTACHMENT B – MAP

Ammonoosuc Conservation Trust

Jean Chamberlain Project

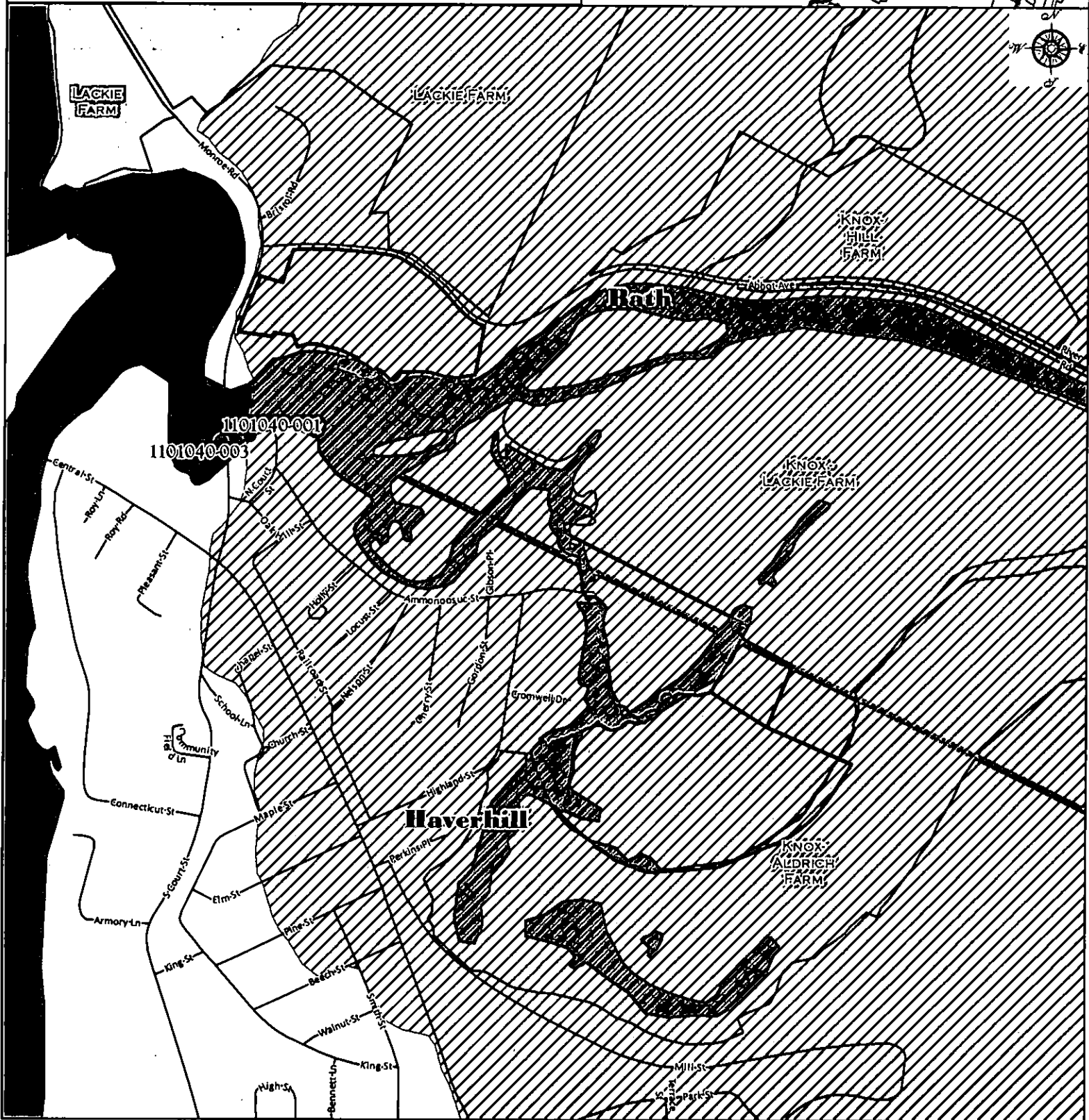
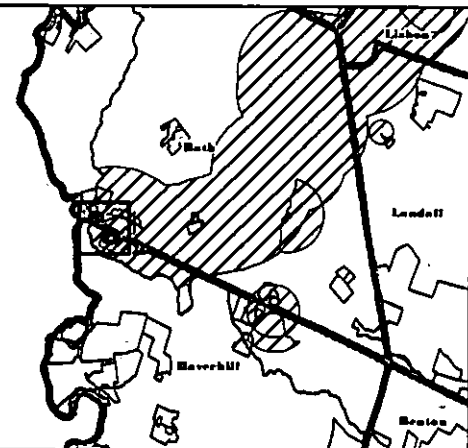
-  Jean Chamberlain Project Proposed Conservation Lands
-  Conservation Lands
-  Wetland Protection Areas
-  Hydrologic Areas of Concern
-  Public Water Supply Wells
-  Hydrography
-  Town Boundaries
-  Roads

Total Acres= 45.0 Ac.
Eligible Acres= 45.0 Ac.

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

9/30/2019

0 330 660 1,320 Feet



ATTACHMENT C – STEWARDSHIP PLAN AND REVEGETATION PLANS



***Water Supply Land Protection Grant Program
Stewardship Plan Form
Date: 4/19/2020***

A Stewardship Plan must be prepared for all properties obtained with a water supply land grant including any properties used to fulfill match requirements. The purpose of the Stewardship Plan is to describe how the properties will be monitored to ensure that the restrictions, contained in the deeds or easements to protect these lands, are being adhered to. This form, once completed by the grant applicant, fulfills the requirement for a Stewardship Plan.

1. Name of the grant project: Jean Chamberlin properties (North and South)
2. Describe how the land is to be managed (attach deed or easement language which specifies restrictions on the property):

The land will be managed as it is now, for low-impact agriculture, with the key addition that Riparian/River Buffer Areas will be protected and revegetated. No commercial harvesting is allowed on either property. It is expected that the South Conservation Area may be sold to the farmer who currently leases it for hay land. An additional protection is that no herbicides or pesticides are allowed unless NH DES agrees, for removal of invasive species, for instance. The easements allow for public water supply wells to be developed but there are no plans at this time. Neither Conservation Area can be subdivided without the approval of the easement holder, in extraordinary circumstances. Neither Conservation may have motorized recreation (motorized use for agriculture or other uses consistent with the purposes of the easement is ok).

In 2019, Riparian/River Buffer Areas were measured and surveyed as part a broader boundary line surveys for the Conservation Areas. In the spring of 2020, Buffer Areas will be monumented on ground. The Jean Chamberlin South Riparian Buffer Area includes those portions of the Conservation Area that are within 50 feet from the Ammonoosuc River backwater; this a floating zone within the Conservation Area and changes in location and extent as the waterway migrates laterally. West of Utility Pole Number 2, the Jean Chamberlin North River Buffer Area includes all lands that are within 50 feet from the 420-foot elevation line as depicted in the survey (see survey or Attachment 1: Jean Chamberlin North River Buffer Area Revegetation and Revegetation Monitoring Plan). East of Utility Pole Number 2, the River Buffer Area shall be a minimum of 60 feet from the high-water mark of the Ammonoosuc River. The entire Chamberlin North River Buffer Area is a floating buffer and is subject to change as the river laterally migrates, deposits new materials, or erodes.

The Jean Chamberlin South Riparian Buffer Area will be revegetated using a mix of active and passive approaches. In 2020, The Jean Chamberlin South Riparian Buffer Area will be planted with a mix of native wetland, riparian and flood-resistant trees and shrubs species; in some portions of the Buffer Area, these plantings will supplement existing native vegetation that is already beginning to reestablish. See Attachment 2: Jean Chamberlin South Planting and Revegetation Monitoring Plan for more details on the planting, including the species mix, type and size of the planting stock, planting density, and planting methods.

The 1.92-acre Jean Chamberlin North River Buffer Area currently includes a mix of deciduous forest cover and former hayfield. Starting in 2020, open and former hayfield portions of the River Buffer

Area, 0.3 acres, will be passively revegetated, meaning farming and vegetation clearing will not be permitted in area but it will not be actively revegetated with tree and shrub plantings. The Chamberlain North River Buffer Area is not being planted because of archeological sensitivities and constraints. See Attachment 1: Jean Chamberlin North River Buffer Area Revegetation and Revegetation Monitoring Plan for more details.

3. Describe who will be responsible for monitoring the site and reporting to DES:

Name(s) / _____ Ammonoosuc Conservation Trust

Address _____ PO Box 179 Franconia, NH 03580

Phone _____ 603-823-7777

4. Describe how monitoring will be done including how frequently, what methods will be used, and what exactly will take place. Photo documentation can be helpful. (Note: Monitoring must be done at least annually. For easements, meeting with property owners to review the easement language also must be done annually):

The full Conservation Areas will be monitored at least annually according to ACT's Easement Monitoring Policy (see Attachment 3: 2018 CE Monitoring Policy). Monitoring reports will be submitted to NH DES annually.

Riparian/River Buffer Areas will also be annually monitored for five years post implementation: 2020, 2021, 2022, 2023, 2024, and 2025 to assess for and track overall Buffer Area condition and revegetation success, maintenance needs, planting survivorship, natural recruitment, and invasive species. See the Attachment 2: Jean Chamberlin South Planting and Revegetation Monitoring Plan and Attachment 1: Jean Chamberlin North River Buffer Area Revegetation and Revegetation Monitoring Plan for more details.

5. Describe how violations will be addressed:

Violations will be addressed according to ACT's Violation Policy (see Attachment 4: 2019 CE Enforcement Policy). ACT will apprise NH DES of any potential major violations and involve DES, if appropriate, in the resolution process.

Questions? Contact Holly Green at 603-271-3114 or via e-mail at holly.green@des.nh.gov.

Note: The Law requires the applicant to provide DES with a stewardship report prior to 1/31 of each year. Information in the report shall include a description of the site inspection conducted, any physical changes to the property, any landowner contact (in the case of easements), any violations of the deed or easement restrictions and remedial steps taken. DES can provide you with a form to complete to fulfill this requirement.

Jean Chamberlin North River Buffer Area Revegetation and Revegetation Monitoring Plan

Acres:

River Buffer Area includes 1.92 acres, including 0.3 acres of former hayfield that will be passively revegetated. See attached River Buffer Area Plan Map.

Location:

River Buffer Area on Jean Chamberlin North Conservation Area in Bath

Access:

Site is truck and/or ATV accessible

Equipment/Labor:

NA

The Jean Chamberlin North River Buffer Area supports a band of relatively continuous riparian forest. Wooded riparian buffer widths currently range from 30-75 feet. The Buffer Area includes one passive restoration zone; currently hayed portions of the River Buffer Area, approximately 0.3 acres, will be passively revegetated and removed from farming to increase forest buffer widths to at least 50 feet and to enhance the Conservation Area's overall water quality and habitat value. See the below River Buffer Area Plan Map. Passive revegetation means farming and vegetation clearing will not be permitted in Buffer Area, but the Buffer Area will not be actively revegetated with tree and shrub plantings.

To facilitate revegetation and to protect the new and already established vegetation from on-going farming operations and other vegetation clearing practices, the River Buffer Area, including the passive restoration zone, will be monumented on the ground in spring of 2020.

Monitoring

The passive restoration zone and broader Buffer Area will be annually monitored for five years post implementation: 2020, 2021, 2022, 2023, 2024, and 2025. Monitoring will generally follow established regional methods for accessing riparian restoration projects (Intervale Center and United States Fish and Wildlife Service, 2012), although we have made some adaptations based on specifics of the Chamberlin Conservation Area and requirements of the New Hampshire ARM and Drinking Water and Groundwater Trust Funds; these adapted methods are detailed here. The monitoring is designed to evaluate and track overall Buffer Area condition, revegetation success, and maintenance needs.

Monitoring and quantitative assessment of natural recruitment and percent cover of native woody shrubs, native woody trees, and invasive species in the restoration zone will occur along two transects (See River Buffer Area Plan Map). Transects will be permanently established, monumented with survey stakes, and recorded with a sub-meter GPS. Transects run perpendicular to the waterbody and span the entire width of the restoration zone. In addition to monitoring along the transects, the entire River Buffer Area will be visually assessed to ensure easement compliance, qualitatively evaluate overall condition, and determine additional maintenance needs, such as invasive species control.

For each monitoring transect, visually estimate the following variables. Visual estimates should include the entire transect length and everything within 10 feet of the transect center line.

Table 1: Transect Variables and Potential Values

Variable	Potential Values
% Cover Native Woody Shrubs	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%
% Cover Native Woody Trees	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%
% Cover Knotweed	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%
% Cover Woody Invasives	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%

% Cover Herbaceous Invasives	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%
Native Woody Species Present	List of woody species
Invasive Species Present	List of woody and herbaceous species

Along the transects, tally and measure all native woody trees and shrubs, within 10 feet of the transect center line. Measure and collect the following individual variables for each live tree or live shrub.

Table 2: Tree and Shrub Variables and Potential Values





Variable	Potential Values
Species	May lump willow species to genus. Rest should be identified to species
Condition (% of damaged or missing foliage)	Vigorous (0-5%), Healthy (6-25%), Moderate (26-50%), Unhealthy (51-75%), Very Unhealthy (76-99%), Dead (100%)
Height (height of highest living leaf or bud)	Inches
Competing Cover (amount of overtopping vegetation)	Sparse (0-33%), Medium (34-66%), and Thick (67-100%).

After each monitoring cycle, the following transect metrics should be calculated and compared against prior monitoring cycles and pre-treatment conditions: *% cover native woody shrubs, % cover native woody trees, % cover knotweed, % cover woody invasives, % cover herbaceous invasives, native trees per acres, and native shrubs per acre*. Additionally, lists of native and invasive species present along the monitoring transects should also be updated. Each monitoring cycle will also conclude with a qualitative description and maintenance needs, if any, of the overall Buffer Area and revegetation zone.

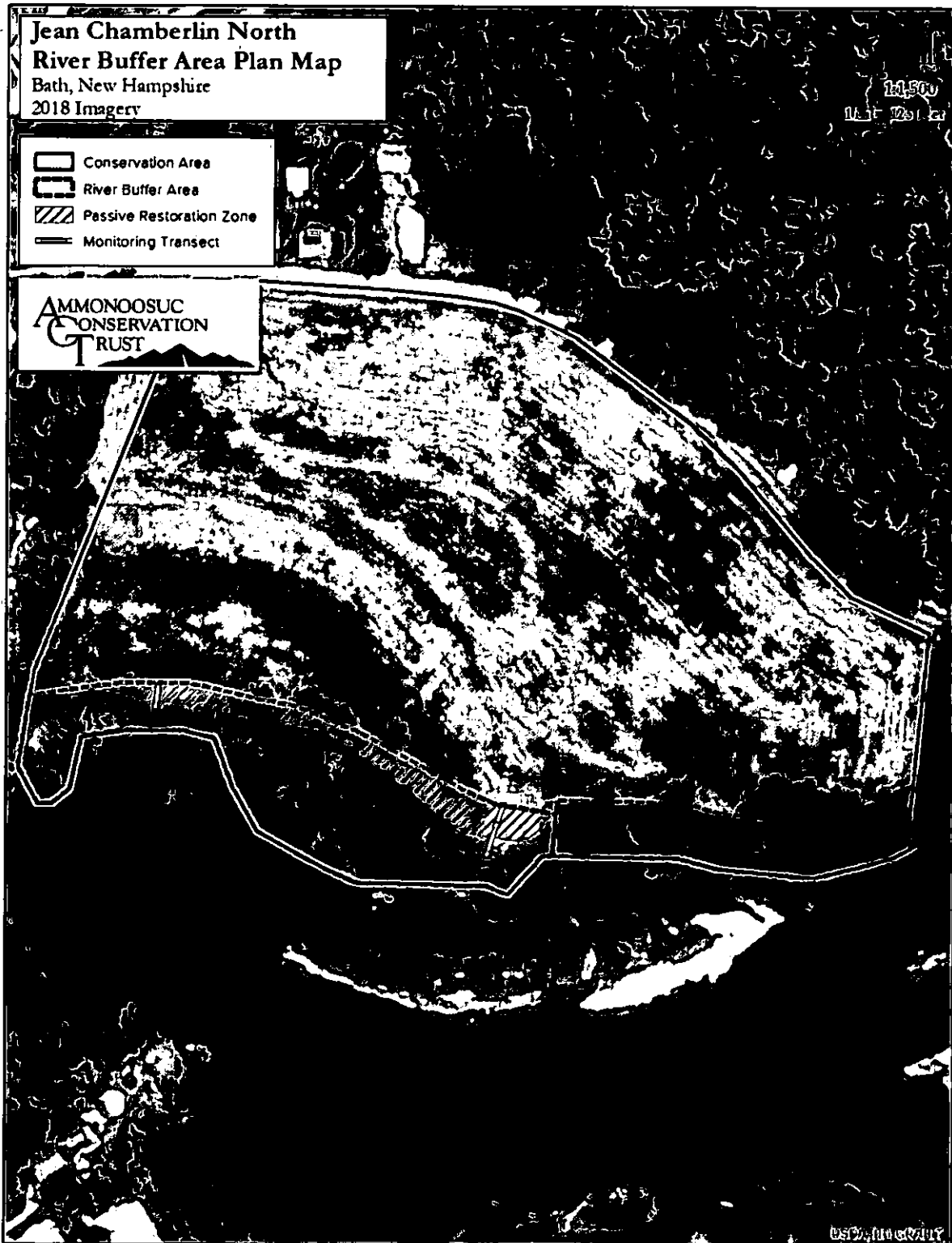
References

Intervale Center and United States Fish and Wildlife Service. 2012. Riparian Habitat Restoration Monitoring: Monitoring Tree Health and Bird Use of Riparian Restoration Projects in Vermont. A Final Report to the Lake Champlain Basin Program.

**Jean Chamberlin North
River Buffer Area Plan Map**
Bath, New Hampshire
2018 Imagery

-  Conservation Area
-  River Buffer Area
-  Passive Restoration Zone
-  Monitoring Transect

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Jean Chamberlin South Riparian Buffer Area Planting and Revegetation Monitoring Plan

Acreage:

Riparian Buffer Area includes 1.42 acres, including 0.88 acres of former hayfield that will be planted and actively restored. See attached Riparian Buffer Area Plan Map.

Location:

Riparian Buffer Area on Jean Chamberlin South Conservation Area in Haverhill.

Access:

Sites are truck and/or ATV accessible

Equipment/Labor:

All planting and stake installation will be done by hand.

The Jean Chamberlin South Riparian Buffer Area currently supports a mix hayfield and transitional herbaceous and shrub cover. The Buffer Area will be revegetated and removed from farming to increase forest buffer widths to at least 50 feet and to enhance the Conservation Area's overall water quality and habitat value. See the below Riparian Buffer Area Plan Map.

The Riparian Buffer Area will be revegetated using a mix of active and passive approaches. In 2020, the Jean Chamberlin South Riparian Buffer Area will be planted with a mix of native wetland, riparian and flood-resistant trees and shrubs species; in some portions of the Buffer Area, these plantings will supplement existing native vegetation that is already beginning to reestablish. Plantings will include mostly live stakes and plugs with a limited number of bareroot trees.

The Buffer Area includes 0.88 acres of plantings, including four planting zones (See the below Riparian Buffer Area Plan Map) divided into high- and low-density plantings areas. Low density plantings areas already have some native shrubs beginning to establish; plantings in low density areas are planned to supplement existing native regeneration. High density planting areas are current, or very recent, hayfield and are predominately naturalized and native grasses. Planting materials and methods are further described below. Beyond the initial implementation, this plan includes a five-year timeline of annual monitoring to assess for and track overall Buffer Area condition and revegetation success, maintenance needs, planting survivorship, natural recruitment, and invasive species establishment.

To facilitate revegetation and protect the plantings from on-going farming operations, the Riparian Buffer Area will be monumented on the ground in spring of 2020.

Planting Methods and Materials

Plantings will include a mix of live stakes and plugs with a limited number of bareroot trees. This mix of stock and their varied planting methods are summarized in table 1 and further described in this section. Spacing varies by planting zone. Zone-specific spacing and the number of each stakes, plugs, and bareroot trees/shrubs in each zone are shown on the accompanying Planting Map.

Site Prep

Prior to planting or live staking, vegetation in the high-density zones will be cut back near planting sites. This could include cutting three-to-five-foot diameter circles with a brush-cutter or strips may be cut with a low-ground pressure ATV mower. There will be no additional site prep in the low-density areas as these areas were mostly hayed in 2019.

Live Stakes

Live stakes are 2-3' long woody cuttings of dormant plants. Because the stakes lack a root system, they generally need to be planted in areas with a high-water table or wet/moist soils (Supplemental Zones 1 and 2 on the attached Planting Map). Species available as stakes are almost exclusively obligate wetland species. Upland species are not typically available. Live stakes can be planted without excavating a hole.

The stakes are forced into the ground by hand or can be driven in with a mallet. Generally, 2/3rds of the stake's overall length is sunk into the soil.

Table 1: Summary of Planting Materials and Methods

Stock: Species	#	Size	Planting Depth	Planting Methods
Live Stakes: black willow, pussy willow, river willow, red osier dogwood, and silky dogwood	300	2-3' long	1.5-2' max staking depth	Plant by hand. Push in stakes by hand or use mallet to drive-in stakes.
Plugs: black willow, pussy willow, river willow, bebb's willow, meadow willow, red osier dogwood, silky dogwood, meadowsweet, steplebush, and elderberry	685	8-24" tall. Plugs have max diameter of 1.5-2"	Max 6" planting depth. Plugs are 5" deep.	Plant by hand. Use dibble bar, pry bar or narrow-blade shovel to pry open hole.
Bareroot Trees: red maple, silver maple, sugar maple, paper birch, yellow birch, eastern cottonwood, black cherry, white pine, and balsam fir	38	1-3' tall. Roots will be trimmed to max length of 6-10"	Max 6-10" planting depth depending on size of roots	Plant by hand. Use full-size shovel to dig hole to a maximum depth of 10".

Plugs

Plugs or tubelings are rooted tree and shrub cuttings. Plugs are being included in the planting plan to increase survivorship, enhance species diversity, expedite riparian vegetation establishment and because live stakes alone are not well suited for drier parts of the planting area (particularly zones 1 and 2 on the Planting Map). The plugs are generally 5" deep with a one- or two-year-old root system and have a max plug diameter of 1.5-2". Because plugs have an already established root system, they have higher rates of success and grow faster than live stakes. Additionally, the plugs can be planted over a wider range of soil moisture than stakes. However, the species available as plugs tend to be obligate wetland or facultative wetland species. Upland species are not typically available as plugs. Plugs can be planted without excavating a hole. The plugs can be placed in holes or slits created with a pry bar, dibble bar, or narrow-blade shovel. Typically, the bar or blade is sunk into the soil and rocked back and forth to force open a hole.

Bareroot Trees

Bareroot trees are included in the planting plan to enhance species and long-term structural diversity and because the species available as live stakes and plugs are not well suited for drier parts of the planting area (particularly zones 1 and 2 on the attached Planting Map). A mix of 1-3' tall bareroot trees and shrubs will be widely planted across the zones. Root size varies of the tree and shrub stocks is likely to be variable. To minimize planting depths, roots will be trimmed to 6-10" maximum. Planting of bareroot stock will require excavating a hole to a maximum depth of 10". Bareroot stock is available in wide range of species, include obligate wetland species, facultative species, and upland species.

Monitoring

The plantings and broader Buffer Area will be annually monitored for five years post implementation: 2020, 2021, 2022, 2023, 2024, and 2025. Monitoring will generally follow established regional methods for accessing riparian restoration projects (Intervale Center and United States Fish and Wildlife Service, 2012), although we have made some adaptations based on specifics of the Chamberlin Conservation Area and requirements of the New Hampshire ARM and Drinking Water and Groundwater Trust Funds; these

adapted methods are detailed here. The monitoring is designed to evaluate and track overall Buffer Area condition, revegetation success, and maintenance needs.

Monitoring and quantitative assessment of planting survivorship, natural recruitment, and percent cover of native woody shrubs, native woody trees, and invasive species will occur along three transects (See Riparian Buffer Plan Map). Transects will be permanently established, monumented with survey stakes, and recorded with a sub-meter GPS. Transects run perpendicular to the waterbody and span the entire width of the Buffer Area. In addition to monitoring along the transects, the entire Riparian Buffer Area will be visually assessed to ensure easement compliance, qualitatively evaluate overall condition, and determine additional maintenance needs, such as invasive species control.

For each monitoring transect, visually estimate the following variables. Visual estimates should include the entire transect length and everything within 10 feet of the transect center line.

Table 2: Transect Variables and Potential Values

Variable	Potential Values
% Cover Native Woody Shrubs	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%
% Cover Native Woody Trees	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%
% Cover Knotweed	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%
% Cover Woody Invasives	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%
% Cover Herbaceous Invasives	0%, 1-20%, 20-40%, 40-60%, 60-80%, 80-100%
Native Woody Species Present	List of woody species
Invasive Species Present	List of woody and herbaceous species

Along the transects, tally and measure all native woody trees and shrubs, including plantings and natural recruitment, within 10 feet of the transect center line. Measure and collect the following individual variables for each live tree, live shrub, or dead planting along the transect. Along the transects, all plantings will be marked with flagging, pin flags, and sub-meter GPS location.

Table 3: Tree, Shrub, and Planting Variables and Potential Values






Variable	Potential Values
Species	May lump willow species to genus. Rest should be identified to species
Stock	Bareroot Planting, Plug Planting, Stake Planting, Natural Recruitment
Condition (% of damaged or missing foliage)	Vigorous (0-5%), Healthy (6-25%), Moderate (26-50%), Unhealthy (51-75%), Very Unhealthy (76-99%), Dead (100%)
Height (height of highest living leaf or bud)	Inches
Competing Cover (amount of overtopping vegetation)	Sparse (0-33%), Medium (34-66%), and Thick (67-100%).

After each monitoring cycle, the following metrics should be calculated and compared against prior monitoring cycles and pre-treatment conditions: *% survival of plantings by species, % survival of plantings by stock type, % cover native woody shrubs, % cover native woody trees, % cover knotweed, % cover woody invasives, % cover herbaceous invasives, native trees per acres, and native shrubs per acre*. Additionally, lists of native and invasive species present along the monitoring transects should also be updated. Each monitoring cycle will also conclude with a qualitative description and maintenance needs, if any, of the overall Buffer Area and planting zones.

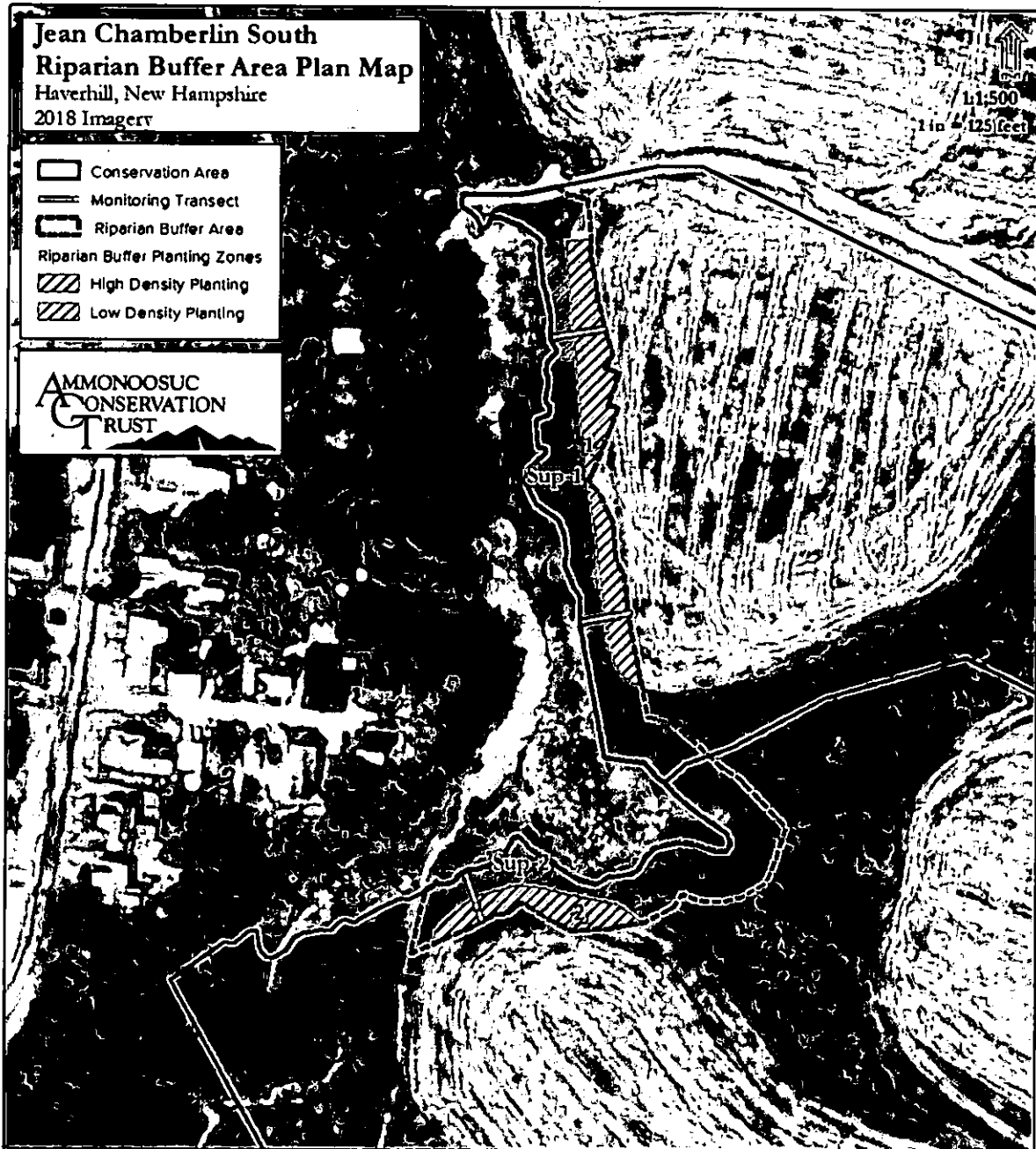
References

Intervale Center and United States Fish and Wildlife Service. 2012. Riparian Habitat Restoration Monitoring: Monitoring Tree Health and Bird Use of Riparian Restoration Projects in Vermont. A Final Report to the Lake Champlain Basin Program.

**Jean Chamberlin South
Riparian Buffer Area Plan Map**
Haverhill, New Hampshire
2018 Imagery

-  Conservation Area
-  Monitoring Transect
-  Riparian Buffer Area
- Riparian Buffer Planting Zones
 -  High Density Planting
 -  Low Density Planting

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Planting Zone	# of Bareroot Trees	Bareroot Tree Spacing (ft)	Total Bareroot Tree (ft²)	# of Plugs	Plug Spacing (ft)	Total Plug (ft²)	# of Stakes	Stake Spacing (ft)	Total Stake (ft²)	Total ft² (Plantings and Open Space)	Zone ft²	Max Open Space (20%)	Zone acres	Planting Density
1.	20	10	2000	430	4	6880	0	3	0	11058	10890	2178	0.25	High
2.	10	10	1000	200	4	3200	0	3	0	5245	5227	1045	0.12	High
Sup-1	5	30	4500	40	8	2560	200	5	5000	15022	14810	2962	0.34	Low
Sup-2	3	30	2700	15	8	960	100	5	2500	7641	7405	1481	0.17	Low
Total	38			685			300						0.88	