



TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

www.exeternh.gov

PUBLIC NOTICE EXETER CONSERVATION COMMISSION

Monthly Meeting

The Exeter Conservation Commission will meet in the Nowak Room, Exeter Town Offices at 10 Front Street, Exeter on **Tuesday, December 10th, 2019 at 7:00 P.M.**

Call to Order:

1. Introduction of Members Present
2. Public Comment

Action Items

- Event Request for the Conservation Center at Raynes Barn (Ben Anderson)
- Continued consideration of conservation easement on +/- 61 acres of land within Tax Map and Lots 98-37 and 80-18 surrounding the Ridge and the Boulders at Riverwoods development in accordance with the condition of approval issued by the Planning Board on June 5, 2008. (Sharon Somers)
- Committee Reports
 - a. Property Management
 - i. Relinquishment of Claim to Deed from Book 2365 Page 489 by Robert Webb
 - ii. Conservation Fund Budget Recommendations Committee outcome and Conservation Plan Concept
 - b. Trails
 - c. Outreach Events
 - i. Upcoming: 12/21 4- 6 pm Winter Solstice Celebration @ Raynes Farm
- Approval of Minutes: November 10, 2019
- Correspondence
- Other Business
- Next Meeting: Date Scheduled (1/14/20), Submission Deadline (1/3/20)

Todd Piskovitz, Chair

Exeter Conservation Commission

Posted December 6th, 2019 Exeter Town Office, Exeter Public Library, and Town Departments.

**TOWN OF EXETER
PLANNING DEPARTMENT MEMORANDUM**

Date: December 6, 2019
To: Conservation Commission Board Members
From: Kristen Murphy, Natural Resource Planner
Subject: December 10th Conservation Commission Meeting

1. Raynes Farm Event Application

Ben Anderson has requested an event with a date to be determined at Raynes Farm to allow for some flexibility of date negotiation with the band. The concept was presented to the Raynes Farm Stewardship Committee and was well received. Ben is aware that the event would need to be timed to avoid conflicts with the haying schedule.

Suggested Motions:

- _____ *We have reviewed this application and have **no objection** to the approval of the event application as proposed.*

- _____ *We have reviewed this application and recommend that the event application be **(approved)(denied)** as noted below:*

2. Riverwoods Conservation Easement

In September 2019, you were presented with a draft conservation easement from Riverwoods. At the time you requested a subcommittee of members and I work with Riverwoods to revise the language. Carlos, Bill and I have been working with Riverwoods through their Attorney Sharon Somers and present the attached draft document for review and recommendation to the Selectboard. Following a supportive recommendation, the document would be reviewed by the Town's legal counsel and then forwarded with your recommendation to the Selectboard.

Suggested Motions for a memo to the Selectboard:

- _____ *We have reviewed this proposal and **recommend acceptance** of the conservation easement as proposed for a portion of Tax Map Parcels 98-37 and 80-18.*

- _____ *We have reviewed this proposal and **(recommend acceptance) (do not recommend acceptance)** of the conservation easement for a portion of Tax Map Parcels 98-37 and 80-18 as noted below:*

RAYNES FARM USE APPLICATION
EXETER, NH

Any use or activity with more than **10** participants on the Raynes Farm property requires an approved Use Agreement from the Exeter Conservation Commission (ECC). Use of the barn by any number of participants requires an approved Use Agreement from the ECC. For more information or questions about this application contact (603) 418-6452.

Event date(s): _____ Event Name: _____
Start Time/End Time (if different in different dates, please specify): _____
Expected number of participants: _____
Name of Applicant and Organization: _____
Address: _____ Town: _____ State: _____
Email: _____ Phone: _____
Contact Person and phone # during the event: _____

Will electricity be needed? Yes No Barn Access Requested: Yes No

A. Description of Event.

Please describe your event (property sketch available on last page of form)

Please describe the parking plan, including the number of spaces required and other pertinent information (e.g., police detail, signs, overflow plan, etc.):

Will your event involve any of the following? (Please check all that apply and provide necessary documentation or permit)

- Food/beverage concessions/vendors/sales
- Alcoholic beverages - Provide Copy of State Permit. NH State permit required; (603) 271-3523
- Electronic sound amplification equipment, speakers, public address system. Must follow noise ordinance.
- Propane/Charcoal BBQ grills - Provide Documentation of Exeter Health Officer Approval. Contact James Murray at jmurray@exeternh.gov; (603) 773-6132
- Electrical set up/ electrical cords run to the site (Provide Documentation of Electric Inspector Approval. Contact Tim Tregga; (603) 773-6112
- Fire pits, bonfires, kindle fire, campfire and other outdoor burning (Provide Copy of Permit from the Exeter Fire Department; (603) 772-1212)
- Tents/canopies If so, list quantity and size _____
- Animals at the event. If so, describe _____
- Motorized Vehicles. If so, describe _____

B. Use Agreement Regulations


The purpose of these regulations is to ensure the safety, enjoyment of the users of Raynes Farm and the preservation of the agricultural, natural, and cultural resources of this property. Any of these regulations may be waived by the Conservation Commission upon written justification. Please initial each of the regulations below to acknowledge your acceptance of terms.

- _____ Any use or activity with more than **10** participants on the property requires an approved Use Agreement from the Exeter Conservation Commission.
- _____ Commercial events are not permitted without Conservation Commission approval.
- _____ Fees for the use of Raynes Farm are determined on a case-by-case basis. Typically, this is a small percentage of the proceeds or a flat fee. All money goes to the maintenance and stewardship of the Raynes Barn and land.
- _____ Events must be timed so as not to interfere with agricultural activities of the property.
- _____ Maximum barn occupancy shall be limited to **50** participants at any time.
- _____ Each function is required to include an educational component that addresses the agriculture, historic, or natural resources on the property (contact the Town Natural Resource Planner and Exeter Conservation Commission for assistance in developing this, if needed).
- _____ Parking is limited to the gravel parking lot unless an alternate parking plan is approved by the Conservation Commission.
- _____ Applicants are required to contact the Exeter Police Department ([603 772-1212](tel:6037721212)) to determine whether a police detail for traffic control is required and are responsible for associated costs.
- _____ Events lasting more than 3 hours are required to provide one portable toilet for every 50 participants.
- _____ Applicants are responsible for trash removal during the event.
- _____ Applicants are required to restore the site to pre-existing conditions within 48 hours of the event.
- _____ No smoking is permitted onsite. Events providing alcohol must get prior approval from the Conservation Commission and abide by local and State regulations. (NH State permit required). provide link for state permit?)
- _____ Applications must be submitted to the Exeter Conservation Commission following the meeting submission deadlines found on the [Town of Exeter Conservation Commission webpage](#).

C. Certificate of Insurance. The Town requires liability insurance to be submitted with this completed application. Required amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town must be listed as additionally insured.

D. Signatures and Approval

I have read the attached regulations and fees governing the use of Raynes Farm and pledge that the organization and/or individuals for which this application is intended will faithfully execute those rules and assume total responsibility in connection therewith.

Applicant Signature: _____  _____ Date: _____

Submit application to **Exeter Planning Department, 10 Front Street, Exeter, NH**; checks made payable to **Exeter Conservation Commission**.

Applications must be received by the meeting deadline. Applicants must be present at the Conservation Commission meeting for the Commission to act on an application.

This application conforms to the use limitations for Raynes Farm and is hereby approved, subject to the exceptions as stated:

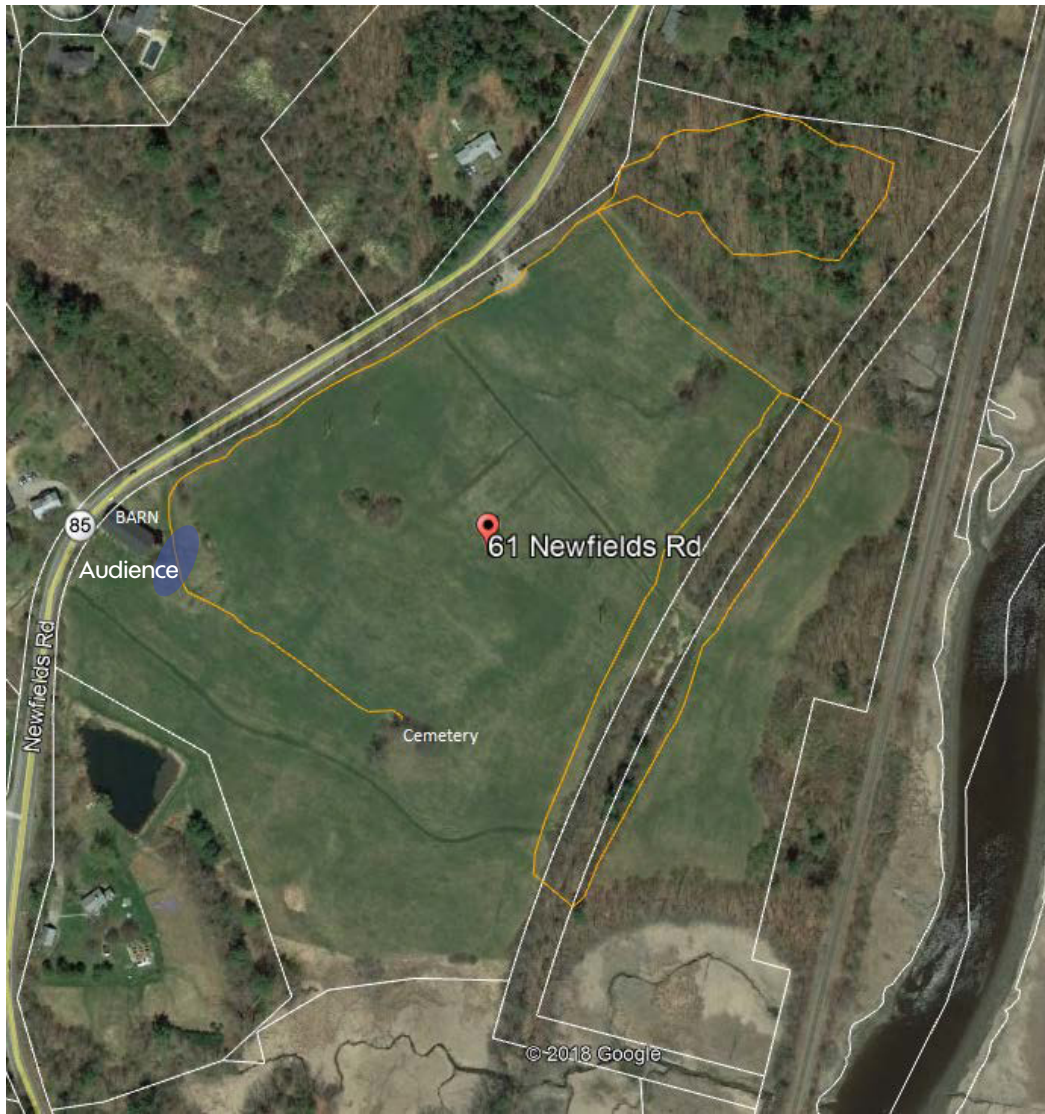
Chair, Exeter Conservation Commission: _____ Date: _____

..... (If road detail is required)

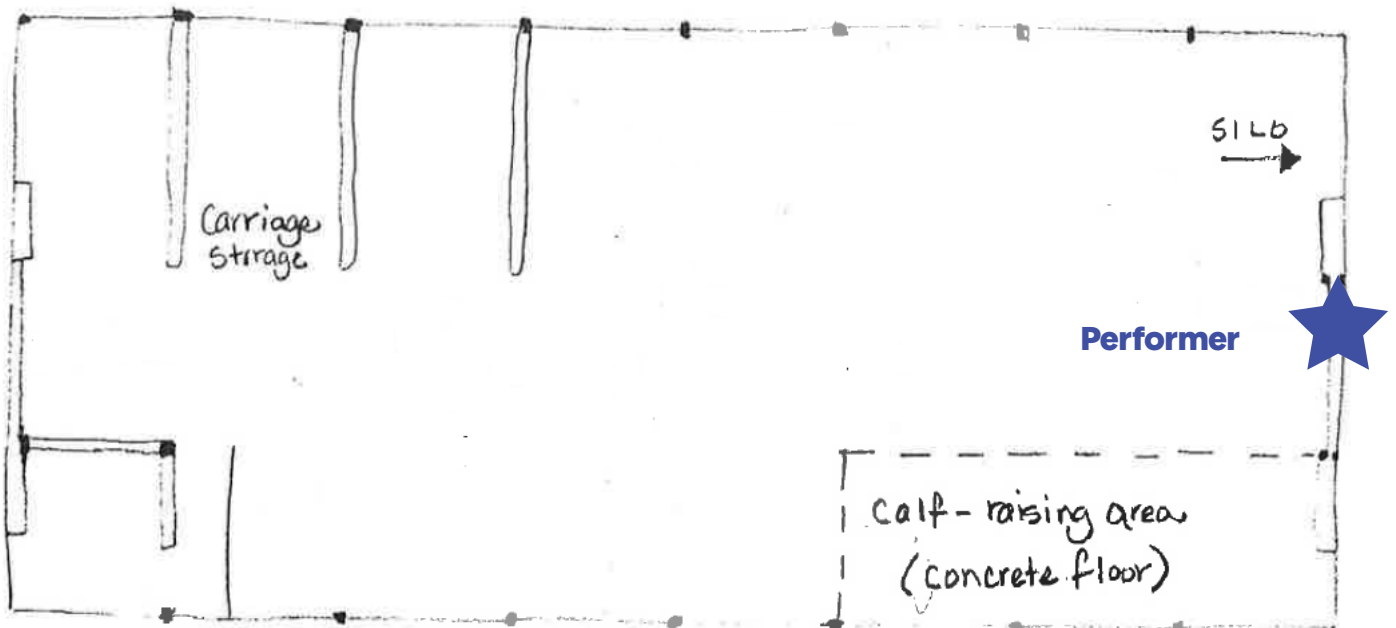
Chief of Police: _____ Date: _____

This permit is issued for the purpose indicated and shall be valid only during the times/dates indicated above.

Property Exterior



Property Interior: Main Floor



THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX.

CONSERVATION EASEMENT DEED

THE RIVERWOODS COMPANY, AT EXETER, NEW HAMPSHIRE, a New Hampshire non-profit corporation, with an address of 5 White Oak Drive, Exeter, County of Rockingham, State of New Hampshire 03833 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

FOR CONSIDERATION PAID, with WARRANTY covenants, grants in perpetuity to the **TOWN OF EXETER**, a municipal corporation duly organized and existing in the County of Rockingham, State of New Hampshire, with a place of business at 10 Front Street, Exeter New Hampshire 03833, with administration by and through the **Exeter Conservation Commission** pursuant to NH RSA 36:A, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), _

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property" or "Easement Area", and both terms may be used interchangeably) with any and all structures, and improvements thereon/being unimproved land, being shown on a plan entitled "[enter plan title here]", prepared by [enter preparer here], which plan is recorded in the Rockingham County Registry of Deeds, as Plan #D_____, situated off N.H. Route 111 in the Town of Exeter, County of Rockingham, State of New Hampshire, more particularly bounded and described in **Exhibit "A"** attached hereto and made a part hereof.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

A. To assure that the Easement Area will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Easement Area that will significantly impair or interfere with the conservation values of the Easement Area; and,

B. To assist in assuring the drinking water supply and groundwater recharge of the Town of Exeter, the Easement Area being in the Exeter River watershed; and

C. To preserve the land subject to this Easement for the passive recreational use of the Grantor, its successors or assigns, and the public; and

D. To preserve open spaces, particularly the wetland and productive forest land, of which the land area subject to this Easement granted hereby consists, for the scenic enjoyment of the general public and consistent with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources.;

all consistent with the Exeter Master Plan which calls for preservation of the character of the Town by preservation of forest land open spaces and protection of water supply sources, all consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Easement Area") being unimproved land situated in the Town of Exeter, County of Rockingham, the State of New Hampshire, more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof.

DESCRIPTION OF ENVIRONMENTAL VALUE

The property contains significant wetlands which provide excellent habitat for a variety of water fowl, amphibians, aquatic furbearers, and in the adjacent uplands, deer, other mammals and birds. In addition, portions of the Easement Area contain two swamp white oak basin swamps, an exemplary community recognized as rare by the NH Natural Heritage Bureau. The Easement Area is of further importance since its wetlands retain water which is gradually released to the Exeter River. Rockingham County is the fastest growing county in the State, and large tracts of land are being lost to development. These significant conservation values are set forth in detail in baseline documentation on file with the Grantee.

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

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

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except as listed below in Paragraph 2.D. and in Paragraph 3.

B. Forestry on the Property shall be performed, to the extent reasonably practicable, with the goal of maintaining a healthy forest, which may include the removal of dead, dying or diseased trees or the selective cutting, culling or thinning of trees . For the purposes hereof "forestry" shall include the cutting and sale of timber and other forest products not detrimental to the purposes of the easement. Forestry on the property shall be performed in accordance with a

coordinated management plan reviewed and approved by the Exeter Conservation Commission for the sites and soils of the Property and developed according to scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit, natural resource conservation and management agencies then active.

C. The Property shall not be subdivided.

D. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, golf course, swimming pool, dock, aircraft landing strip, mobile home or dwelling, and/or road shall be constructed, placed or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a permeable road, dam, fence, bridge, culvert, and passive recreational trails, may be constructed, placed or introduced onto the Property as necessary in the accomplishment of the forestry, conservation, or noncommercial outdoor recreational uses of the Property and provided that they are not substantially detrimental to the purposes of this Easement.

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

i. are commonly necessary in the accomplishment of forestry, conservation, habitat management, or noncommercial outdoor recreational or other permitted uses of the Property;

ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. are not detrimental to the scenic, recreational, wildlife habitat, and water quality protection purposes of this easement.

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

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with the conservation purposes of the Easement. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials, including landscaping materials, or materials then known to be environmentally damaging or hazardous including vehicle bodies or parts.

H. The Property may be used in order to help satisfy the density requirements of the Town of Exeter Zoning Ordinance and Site Plan Review Regulations.

I. There shall be no defacement, movement, removal, or alteration of any stone walls or other monuments or markers that serve as legal boundaries, as per New Hampshire RSA 472:6, or as the legal boundary of this Easement as described in Appendix A.

3. RESERVED RIGHTS

A. All uses of the Property not expressly prohibited herein and not inconsistent with the Purposes of this Easement are expressly reserved to the Grantor.

B. The Grantor specifically reserves the right to construct, maintain, repair, upgrade, or replace the existing utilities within the Easement Area, as identified upon the Plan recorded herewith, and on the Baseline Documentation Report on file with the Grantor and Grantee. Any upgrade or replacement of said existing utilities that significantly alters the relationship to and impact of the utilities on the Easement Area including, but not limited to, the replacement of overhead power lines with buried power lines, shall be subject to review and approval by the Grantee. The Grantor shall provide the Grantee with appropriate plans and descriptions of the proposed upgrade or replacement at least sixty (60) days before the proposed undertaking of said activities. The Grantee shall review and evaluate said upgrade or replacement based on its impact on the Purposes of this Easement and shall approve, approve with conditions, or disapprove of said upgrade or replacement within forty-five (45) days of receipt of the proposed plans and descriptions. In making its decision, the Grantee shall take into consideration the short-term and long-term impact of the proposed upgrade or replacement of said utilities on the Purposes of this Easement. Said approval shall be not be unreasonably withheld.

C. The Grantor reserves the right to maintain, repair, and replace retention and detention basins, storm drainage channels, and appurtenant embankments, dams, and other drainage structures, as identified on the Plan recorded herewith and on the Baseline Documentation Report on file with the Grantor and Grantee, in order to accommodate and treat storm water runoff from the developed area of the Grantor's property.

D. The Grantor reserves the right to create and maintain pedestrian trails located within the Easement Area. The Grantor shall notify the Grantee forty-five (45) days prior to undertaking the creation of new trails.

E. The Grantee, acting by and through the Conservation Commission, shall review the proposed location and design of the trails to ensure that there is no substantial interference with the general purpose of the easement, such as interference with the swamp white oak basin or vernal pools. The trail design, including construction materials, and crossings shall also be

reviewed to ensure that there is no substantial interference with the general purpose of the easement.

F. Notwithstanding the language contained in Section 2. E., the Grantor expressly reserves the right to have signage for trails and to identify tree species within the Easement Area.

G. The Grantor reserves the right to post against vehicles, motorized or otherwise, on the Easement Area.

H. The Grantor reserves the right to post against hunting, including but not limited to trapping.

I. The Grantor reserves the right to post a portion or all of the Property, temporarily or permanently, in the event public access proves detrimental to the open space and conservation value of the easement area, or, to the health and safety of the residents of the non-easement area owned by the Grantor.

4. DISCRETIONARY AMENDMENTS

A. If owing to unforeseen or changed circumstances Grantor and Grantee acting by and through its Conservation Commission, agree that an amendment to, or modification of this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, shall enhance protection of or further clarify, but not impair, the conservation attributes of the Property protected by this Easement, and shall ensure the Easement remains in effect for a perpetual duration. Any such amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Rockingham County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

6. 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 Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

C. The Grantee shall have the right to place signs on the Property boundaries for the purpose of identifying it as conservation easement land protected by the Grantee.

7. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor 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 Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor 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 Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.

8. 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 in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

9. 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.

10. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value at the time of condemnation of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

11. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

12. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.

D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

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

13. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assignee shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of *Amerger* or any other legal doctrine.

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

IN WITNESS WHEREOF, Grantor has hereunto set its hand this _____ day of _____, 20____.

THE RIVERWOODS COMPANY, AT EXETER,
NEW HAMPSHIRE

By:
Its:
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this _____ day of _____, 20____, before me personally appeared _____ the _____ of **The RiverWoods Company, at Exeter, New Hampshire**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that ___ executed the same as ___ free act and deed for the purposes therein contained.

Notary Public

ACCEPTED: [GRANTEE]

By:
Its:
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this _____ day of _____, 20____ before me personally appeared _____ the _____ of the _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Notary Public

THE SPACE ABOVE IS FOR RECORDING INFORMATION

RELINQUISHMENT OF CLAIM

BE IT KNOWN THAT I, ROBERT WEBB, with an address of 37 Middle Road, Brentwood, NH 03833, grantee under a deed from the Town of Exeter dated June 13, 1980 and recorded in the Rockingham County Registry of Deeds at Book 2365, Page 489, hereby relinquishes any and all rights conferred by said deed and claims no ownership interest in the property purportedly conveyed by said deed.

EXECUTED this 15th day of November, 2019.

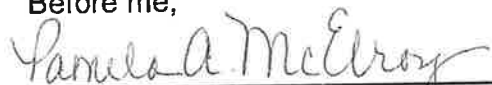


Robert Webb

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

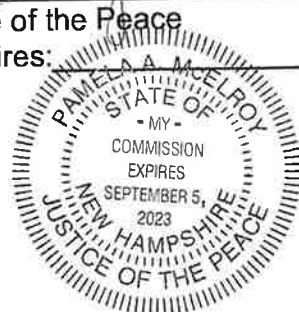
The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Robert Webb.

Before me,



Notary Public/Justice of the Peace

My Commission Expires: _____



Join the Conservation Commission for a

WINTER SOLSTICE CELEBRATION

December 21st 4 pm-6 pm

Bring your own battery powered lantern and meet in the parking lot at 4pm. We will walk as a group down to the barn for a bonfire and light refreshments.

Conservation Center at Raynes Barn
61 Newfields Rd

Exeter Conservation Commission
November 12, 2019 7 PM
Town Hall
Draft Minutes

Call To Order

1. Introduction of Members Present

Present at tonight's meeting were Bill Campbell, Carlos Guindon, Andrew Koff, Todd Piskovitz, Lindsey White, Sally Ward, Trevor Mattera, Ginny Raub, and Kristen Murphy.

Members Absent: Andy Weeks, Alyson Eberhardt, and Dave Short were not present.

Mr. Piskovitz called the meeting to order at 7 PM.

2. Public Comment

- a. There was no public comment at this meeting.

Action items

1. Subcommittee Consideration: Tree Committee (Eileen Flockhart, Sally Ward)

Eileen Flockhart said the tree group has been working towards a Tree City USA certification. This involves four criteria: a Tree Committee, an Arbor Day celebration, a \$2 per capita expenditure for trees and tree maintenance, and a tree ordinance. In order to get the Arbor Day piece, they partnered with Lincoln Street School to have a celebration in October. The other pieces are already in place. They've come to the Conservation Commission to ask if they can be an official subcommittee. They currently have seven members. Being a Tree City would raise public awareness and the visibility of tree efforts.

Mr. Piskovitz asked if the subcommittee would need more than one member of the Conservation Commission. Ms. Murphy said no. The Trail Committee only has a single Conservation Commission member. Ms. Ward is willing to be the representative.

Ms. Raub asked if their expenses would come through the DPW budget. Ms. Flockhart said they won't really have expenses at first, it would be more about raising awareness and getting donations.

MOTION: Mr. Campbell moved to form a Tree Committee as an ad-hoc subcommittee of the Conservation Commission. Ms. Ward seconded. All were in favor.

2. NHDES Major Impact Wetland Dredge and Fill Application and Wetland Waiver application for a proposed Mixed Use Development for Gateway at Exeter LLC on Epping Road (Tax Map 47 Lots 6 and 7). Planning Board Case #19-12. (Jim Petropulos, Brendan Quigley)

Jim Petropulos of Hayner/Swanson and Brendan Quigley of Gove Environmental Services spoke on behalf of owner Tom Monahan and Gateway at Exeter LLC. The project is

seeking input for the Planning Board and NHDES for a major permit application. Mr. Petropulos mentioned that they'd had a sitewalk with Ms. Murphy, Mr. Campbell, and Ms. Ward.

Mr. Petropulos said this is a 60 acre property along Epping Road, the former King property, which has 600 feet of frontage on Epping Road. The wetlands were mapped in 2018 by Mr. Quigley's team. There is a smattering of wetlands through the site, and on the western part of the site, there are 10 documented vernal pools. In spring 2019, they received a zoning variance to do multifamily residential housing, but with conditions: the remaining back land remains undeveloped; 25% of the units should be workforce housing; the workforce housing and rental model will last for at least 30 years; and there will be not more than 224 units. They decided to focus the development along Epping Road and away from the vernal pools, and this plan leaves 43.6 acres undeveloped. There would be a two story, 48,000 square foot commercial building, possibly containing a daycare facility, plus offices and retail space. There are two access points from Epping Road. There would be three four-story multifamily residential buildings with 75 units each. There's a small connector building of one story.

For the dredge and fill application, there is a wetland impact on the east part of the site of 2.9 acres, a major impact, and buffer impacts of about 5 acres. The mitigation proposal is a big part of the state permit process. 43.5 acres would be conveyed to the town, plus the ARM fund of \$176,000. The town gets a key piece of undeveloped property, and the state gets mitigation for the balance.

Brendan Quigley said that the wetlands are very characteristic of the Continental Drive area. It's a red maple dominated wetland; it's not a red maple swamp, just poorly drained soils. There's not a lot of relief on the property, since fingers and pockets are situated throughout. They drain towards Bloody Brook and Little River. Further back on the property, there are some more obvious flow paths towards the conservation land in the back. A full mapping was done in 2015, when they identified 10 vernal pools in the back and none toward the front, other than a semipermanent pond area - not a vernal pool - which would be untouched in the current scheme.

Regarding function and value, the Water Quality component, these wetlands serve to accept and release drainage to the more valuable resources of Bloody Brook and Little River, but they're lacking the deeper ponded area that could sequester materials away from those bodies of water. The habitat is characteristic of this area, more like woods than wetland. The most significant value is the food sources present, a vibrant shrub and bramble community. The site has really regenerated in the last five years since logging has stopped.

The waiver guidelines ask why the use cannot reasonably be carried out outside the buffers, and that's clear in the layout of the wetlands in this property. There's not much that can be done on this site without impacting some wetland and buffers. They tried to avoid that by focusing the development up front. Other proposals would have fragmented the wetland habitats. For mitigation, they're offering something meaningful to the town beyond the ARM funds. This land can be added to a large block of existing conservation land.

They're here for recommendations to the Planning Board for the wetlands impact, and hopefully for favorable recommendations to the state of New Hampshire.

Ms. Raub asked about the timeline, since it hasn't yet been to the TRC. Mr. Petropulos said they hope to file with TRC on Tuesday of next week. There are other divisions of DES that

they have to file with, such as AOT. They hope to have this in front of the Planning Board in January.

Mr. Campbell asked if they'd considered pervious paving. Mr. Petropulos said they're looking at stormwater basins and recharge areas for roof water. They can't sweep stormwater "under the rug" into tightly packed glacial till soils. If they did try to do recharge, it wouldn't be able to take the large storms. They did find some locations where they can promote recharge, but porous pavement is not an ideal option for this site.

Ms. Raub said there is sloping in the back part of the site, and asked if they were filling to raise the elevation. Mr. Petropulos said the back of the site goes down 6 - 7 feet, and they're adding an earth slope with a conservation seed mix.

Mr. Guindon said the parking footprint is bigger than the building footprint, and building the parking up could reduce the impacts. Mr. Petropulos said they could do podium parking, but if the goal is workforce housing, the expense of that type of parking is \$30,000+ a space. They're putting forth a shared parking approach to the Planning Board; zoning requires 520+ spaces, but they'll try to convince them that 450 is appropriate given the non-coincidental peaks of parking usage.

Mr. Piskovitz asked if the footbridge at the back of the site is for access. Mr. Petropulos said it's for the public to walk on. Mr. Piskovitz said he's supportive of public access to the back, but wouldn't want to create more impacts with that parking. Mr. Petropulos said the parking would be in the uplands.

Ms. White said that in the DES application, it mentions that there are hits in the Natural Heritage Bureau for species of concern, and asked if the coordination had been done with NH Fish and Game and NHB. Mr. Quigley said no, the impacts came as a surprise with this application, as previous review requests in the area have come up with nothing. The species of concern are a snake and several turtles. They will take protective or preventative measures for those species, but it's unlikely that they constitute a population on the site.

Mr. Mattera asked if the stormwater specifics would not be available until after the AOT process, and Mr. Petropulos said yes.

Ms. Ward said she likes the combination of conservation and workforce housing.

Mr. Piskovitz asked them to address the 20 questions for the wetlands waiver.

Mr. Quigley said the need for the project is relatively clear, to make use of the property and add workforce housing. The alternative is the least impacting to wetlands on the site: this goes back to the layout, which is designed for the least impact. The type and classification of wetlands is seasonal saturated forested wetlands. The relationship to nearby waters: Bloody Brook, Little River, and the large wetland complex are 2500 feet away. Rarity of the wetlands: they are not rare, they're quite common in this area. The surface area of wetlands to be impacted is 2.9 acres. Impacts to rare plants, fish, and wildlife: there are a number of species of concern and plant communities of concern, and they will be addressing those with Fish & Game and Natural Heritage. Mr. Campbell asked what the species are. Mr. Quigley said swamp white oak, but he knows its habitat does not appear on the property; the slender bearded iris, which is only located around the pond; and for animal species, the northern black racer snake and wood turtle. The animals will be dealt with by specifics of the drainage design to be protective, and not allow juvenile turtles to get trapped. The impact of the project on public commerce, navigation and recreation: for recreation, there's very little impact, and no navigation impact, as that's

related to waterways. The project would have a positive impact on public commerce, through the creation of workforce housing and the addition of commercial space. Aesthetic interests: there would be some impact through clearing, but it's consistent with the zoning and surrounding uses, and it's not wetland specific. Deals with the right of public passage or access: this is a private site which currently has no public access, so it will be enhanced with passage through the property to the back. Impact on abutting owners: there are not many abutting owners that would be impacted, certainly not through the wetland impacts themselves. This is consistent with other uses and the zoning. Benefits to public health and well-being: this will add workforce housing and childcare, which are linked to public well-being. Impact of proposed project on water quality: water quality is within the realm of stormwater management, which will comply with state standards. Risk of flooding, erosion, and sedimentation: this will be addressed by stormwater management. During construction, there will be erosion and sedimentation control. They're not dealing with flooding; these wetlands are associated with surface water but are well above the wetland complex. Redirection of wave energy: this does not apply. The cumulative impacts if all abutting parties were permitted these alterations: their impact is relatively small, but he's not sure how to quantify the proportional ownership or impacts in that area. Function and values impact: there is some loss of habitat, and some small loss of water quality function, which is largely compensated for by the proposed drainage. The protection of 43 acres in the back will compensate for the small loss of habitat. National Register/National Landmarks: no such areas have been identified. National Rivers or wilderness areas: he's not aware of any. Redirection of water will not be occurring.

Mr. Piskovitz asked if the public had comments, but there were none.

Mr. Piskovitz said they should discuss the conservation land proposal. Mr. Guindon said this design is better for conservation value than what they've seen in the past. The Little River complex forms a corridor, and the 101 project was designed to favor wildlife. He has concerns about access and the public use of the conservation area. The extensive trail system in Henderson Swasey is great for the public but is likely having a negative effect on that forest. Letting light or sound pollution into the area would also be of concern. They should landscape with non-invasive, local plants.

Mr. Campbell said this is the best design for this area he's seen, and they should pursue the conservation land.

Mr. Piskovitz asked if the Commission had any further comments on the wetlands waiver, but there were none.

MOTION: Mr. Campbell moved that the Commission is in support of the concept of the town holding the conservation interest in this land as proposed, with details on the deed term to be developed prior to acceptance. Mr. Guindon seconded. Mr. Piskovitz said they should consider getting a phase 1 environmental assessment of any land that they acquire. All were in favor.

Ms. Murphy said there are other things that acquisition requires: an accurate survey with the bounds and descriptions, a baseline documentation of human impact, etc; potential stewardship fee requirements; and a follow-up walking of the boundaries to ensure markers are in place. A lot of them can be worked out when they meet to discuss the deed.

MOTION: Mr. Guindon moved to send a memo to NH DES that they have no objection to the project as proposed. Mr. Campbell seconded. All were in favor.

Regarding the wetland waiver, Ms. Raub said that she didn't feel they had enough information on the project plans. Ms. Murphy said in the past when projects hadn't been through the TRC process, if there were any changes to the wetland buffer impacts, the project would need to come before them again.

MOTION: Ms. Ward moved that they have reviewed this application and have no objection to the approval of the wetland waiver as proposed. Mr. Campbell seconded. Mr. Guindon said he wanted to make sure any parking areas were minimized to reduce impacts. The parking for the trails may not be necessary. Mr. Guindon and Mr. Koff voted nay and the motion passed 4-2.

3. Applicant is seeking Commission input on design layout and utilization of adjacent open space for a conceptual single family open space development off Tamarind Lane (Tax Map 96-15 and 81-53). Planning Board Case #19-11. (Brian Griset, Jim Gove)

Brian Griset and Jim Gove were present to speak about the proposal. This is a 63.74 acre property off of Tamarind Lane. The property is two separate parcels. They are going before the ZBA on November 19th for a zoning adjustment. All of the other multipurpose zones in town have frontage, but this parcel is deep without much frontage. There are wetlands on the site, and two vernal pools. There would be 16 or 17 single family homes on a private drive. They propose to leave 42 acres of open space. The remaining two lots are private lots. There's an area of common space which would be a conservation area for the HOA.

Mr. Gove of Gove Environmental Services discussed the sitewalk that members of the Commission had done. Wildlife is moving through the site, but there will continue to be access for them. Mowing of the open field will allow it to remain a habitat feature. Impacts have been minimized by this plan.

Mr. Piskovitz said they're only voting on the land acquisition, not discussing the project in general. Mr. Griset said they're looking for a comment for the ZBA as part of the special exception project. They have eliminated all other wetlands impacts but are trying to balance the roadway with the wetland, and may have a minor impact of less than 2,500 square feet. After the ZBA, they will come back to the Conservation Commission and Planning Board.

Mr. Campbell said that lot 9615 is 23 acres, and the Mendez piece is 30.76 acres, so about 54 acres. Where are they getting the 66 acres? Mr. Griset said there is a deeded parcel which they're using towards the yield plan.

Mr. Campbell said the Mendez plot seems virtually wet. Mr. Gove said there are large areas of upland. Mr. Guindon said the uplands and wetlands are connected in their biology. Mr. Griset said both wooded areas and open meadow would be maintained, so they will have marshland connected to highlands.

Mr. Mattera said that ecologically, he's in favor of this type of higher density conservation development, and that this was a thoughtful plan. Mr. Griset said when they go into the engineering, drainage, and house siting, they'll continue that preservation approach.

Mr. Piskovitz asked if the public wished to speak.

Anne Flaherty of 8 Tamarind Lane said that the proposed access point is across her property. She is in favor of the open space. There's a pond the road would go directly by, so

there may be impacts, even if the siting of the homes is in the uplands. She also had questions about the role of the Conservation Commission, ZBA, and Planning Board in this approval.

Lisa Bleicken of 11 Tamarind Lane spoke about the neighbors' concerns regarding the density issues within this low-density neighborhood. They started a petition expressing their concerns about the wildlife impact and drainage issues.

Laura Knott of 15 Tamarind Lane was concerned that this is a high-density project. She added that no development has the least impact.

Mr. Koff said he's supportive of the overall concept. The land seemed to be of interest for conservation purposes.

Mr. Piskovitz said that the subdivision process involves seeing how many lots the space could hold, and then condensing them with open space. If residents have concerns, they should raise them with the Planning Board.

John Elliott of 6 Tamarind Lane said there had been a lot of talk about yield plans and he doesn't think that's the Commission's purview. The Planning Board hasn't determined that this is a valid yield plan, and he doesn't think it is. Mr. Piskovitz responded that he brought up the yield plan to address the resident concerns. The commission's interest in approving the conservation portion of the proposal is what's under discussion.

MOTION: Mr. Guindon moved to express their support of the town holding conservation interest in the land under a deed similar to what's being proposed, with a surveyed plan of that area, baseline documentation, and boundaries confirmed with a walk, and with a look at stewardship fees. Mr. Piskovitz added that they would like a Phase 1 of the property by a consultant that this commission chooses paid for by the applicant. Mr. Campbell seconded. All were in favor.

Mr. Griset asked for them to comment on the appropriateness of doing the subdivision for the ZBA, and Ms. Murphy said it's not the Commission's place to advise the ZBA on those matters.

4. Proposed Zoning Amendment: 9.1 Wetlands Conservation District

Ms. Murphy said that currently, the wetland waiver process states that it's duplicative of the conditional use permit process, but if you look at the criteria, there are substantial differences between them. She and Mr. Sharples have been talking about redoing the zoning ordinance to eliminate the wetland waiver and have one set of criteria for these approvals. The wetland waiver states that the Planning Board "should" consider the proposal, which is a loophole they want to address. These changes would go to the Planning Board as a public hearing in December in order to be a warrant article. Nothing in this changes the level of protection of the wetland districts, this is just for clarification. She explained in detail the changes reflected in the redlined document. The Commission agreed that the changes were acceptable.

5. Committee Reports

a. Property Management

Ms. Murphy said the McDonnell Property, met with Bruce Page from the Police Department, Jay Perkins from Public Works, and the property owner. The owner has

experienced further issues and has had enough; she wants to put up additional barriers. Mr. Perkins was able to find a cheap gate, which they can put up now, but they don't have the ability to open and close it, although the property owner may be willing to do so. Ms. Murphy suggests putting up a gate and seeing what the public response is. It could be a temporary measure, she's not sure. Mr. Guindon said that they should add a sign with a phone number for public suggestions. Ms. Murphy thought a letter to the editor from the Commission may help. Ms. Ward said signs and a letter to the editor are not going to deter the people responsible.

b. Trails

Ms. Murphy said Luke Tyner finished his Eagle Scout project and she will go take a look tomorrow.

c. Outreach Events

Ms. Murphy said the goal is to pick a date for an event at the Irvine property for Parks and Rec. Mr. Koff said February 8th could work, and the Commission generally agreed.

6. Discussion for March 2020 Meeting Date Change

Ms. Murphy said the March meeting falls on Town Meeting day on March 10th. The Commission agreed to change it to March 17th.

7. Approval of Minutes: October 8 meeting

MOTION: Mr. Campbell moved to approve the minutes of October 8, 2019 as submitted. Mr. Guindon seconded. All were in favor.

8. Correspondence

Mr. Piskovitz said he had an email from David O'Hearn, who was a proponent of sponsoring a kid for camp, but they didn't get any applicants last year. Mr. O'Hearn would like them to consider doing it again. They could consider not having an essay requirement. Ms. Murphy said they can put it on the December agenda and talk about money at that time.

Ms. Murphy said that the state shoreland application from the Library project is on her desk, if anyone would like to review it.

Ms. Murphy said they received some publications, a newsletter from SELT, and a memo from the Great Bay Stewards seeking funding contributions.

Mr. Campbell said he received an email about the Climate Change Summit on December 4th. Ms. Murphy said they may have the funds to send someone.

9. Other Business

- a. No other business was discussed at this meeting.

10. Next Meeting

- a. Date Scheduled 12/10/19, Submission Deadline 11/27/19

11. Non-Public Session

- a. Non-public session pursuant to RSA 91-A:3,II(I) for the consideration of legal advice.

MOTION: Mr. Koff moved to enter into non-public session pursuant to RSA 91-A:3,II(I) for the consideration of legal advice. By a roll-call vote, all were in favor, and the meeting went into non-public at 10 PM.

Adjournment

Respectfully Submitted,
Joanna Bartell
Recording Secretary