



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, April 9th, 2024 at 7:00 P.M.**

Call to Order:

1. Introduction of Members Present
2. Public Comment

Action Items:

1. Rugg Property Update – Grants Timeline
2. Rider Letter of Agreement
3. Committee Reports
 - a. Property Management
 - i. Raynes Farm Stewardship Committee update
 - b. Trails
 - c. Outreach Events
 - i. Consideration of expenditure – Alewife Banner
 - ii. [Earth Day Town Wide Clean Up 4/15-22](#)
 - iii. [Alewife Festival – May 11, 2024 10a-1p](#)
 - iv. Citizen Science Project – [River Herring Migration Count](#)
 - v. SST Student Clean Up – 5/13, 5/15, 5/21
 - d. Other Committee Reports (River Study, Sustainability, Energy, Tree, CC Roundtable)
4. Expense consideration – NHACC Dues
5. Approval of Minutes: 3/12/24 Meeting
6. Correspondence
7. Election of Officers (Chair, Vice-Chair, Clerk)

Other Business

8. Next Meeting: 5/14/24, Submission Deadline 5/3/24

Andrew Koff

Exeter Conservation Commission

Posted April 7th, 2024 Exeter Town Website www.exeternh.gov and Town Office kiosk.

ZOOM Public Access Information:

Virtual Meetings can be watched on Ch 22 or Ch 98 and YouTube.

To access the meeting, click this link: <https://us02web.zoom.us/j/85071756499>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 850 7175 6499

Please join the meeting with your full name if you want to speak.

Use the "Raise Hand" button to alert the chair you wish to speak. On the phone, press *9.

More instructions for how to access the meeting can be found here:

<https://www.exeternh.gov/townmanager/virtual-town-meetings>

Contact us at extvg@exeternh.gov or 603-418-6425 with any technical issues.

**TOWN OF EXETER
PLANNING DEPARTMENT MEMORANDUM**

Date: April 8th, 2024
To: Conservation Commission Board Members
From: Kristen Murphy, Conservation & Sustainability Planner
Subject: April 9th, Meeting

1. Rugg Property Update & Grant Timeline

Duane Hyde (SELT) and Lynnette Batt (TPL-virtually) will attend the meeting to provide a summary of the steps since Town Meeting and the process moving forward.

2. Rider Letter of Agreement

Jeremy Lougee (SELT) has moved on to a different organization and Lori Sommer (SELT) will be taking the lead on the Rider project. Lori may be familiar to many of you from her former role in NHDES wetland mitigation program. Lori has provided a copy of the Phase I environmental report and an updated letter of agreement (LOA) that outlines the roles of the Conservation Commission and SELT on the project moving forward.

The LOA has all the required steps necessary for future review and consideration of acceptance of by the Select Board. Though she has included a deed, there will still need to be the future steps of review by the Conservation Commission once the language is complete, a recommendation for acceptance of EXECUTORY INTEREST to the Select Board subject to legal counsel review, and finally and consideration of acceptance of by the Select Board. As a reminder, this project will result in a CONSERVATION EASMENT between the property owner and SELT, so the burden of enforcement and oversight will remain with SELT. The Town will receive EXETORY INTEREST meaning if SELT were to no longer exist, we would be holders of the EASEMENT. This LOA is typical at this stage to formalize roles/responsibilities moving forward until those remaining steps are taken.

Suggested Motion:

_____ *We have reviewed this Letter of Agreement and authorize the Chair to sign on our behalf.
(as proposed) (with the following amendments):*

3. Committee Reports

- a. **RFSC:** Meet on 4/5. Draft Minutes attached. Kristen provided an update on the Raynes Repairs. Committee recommended applying to LCHP. Results will be known before final warrant is developed. If not awarded they recommend seeking full amount through Town budget process.
- b. **Trails:**
- c. **Outreach:** See flyers for upcoming events.

Alewife Banner: The cardboard sign that Renay Allen made is not in great shape. She is willing to design a vinyl banner for display at the entrance. She can design it so we just modify the date each year. We will still use the canvas banner but don't want to leave that outside in weather.

Suggested Motion:

_____ *We approve the expenditure of up to \$100 for the purchase of an event banner from Conservation land Administration line item:*

SST Student Clean Up: Anne Demarco is interested in partnering again on Morrissette Clean up. Potential dates shared in agenda. Looking for volunteers to help split up the kids.

4. Other Committee Reports

River: Met 3/21 to discuss draft feasibility study. Public comment period closed at COB that day. Next meeting is 5/9 at which time the public comment results will be available. The consultant/DPW will be looking for a recommendation from the River Study Committee for the Select Board at that meeting.

Sustainability: Meeting cancelled 4/2. Hope to discuss a Styrofoam recycling drive to collect Styrofoam from the public soon.

Energy: Continued planning for Window Dressers program. Drive Electric event in Fall, may participate at Unital's 6/8 Ride and Drive EV day to promote opting up for greater % of renewable energy with Community Power.

Tree: Budget included additional funds for equipment and \$10k for a public-assisted tree inventory and tree dashboard similar to [THIS](#).

5. Expense Consideration

NHACC Dues \$875

Suggested Motion:

_____ *We approve the expenditure of up to \$875 for NHACC from Dues line item.*



Kristen Murphy <kmurphy@exeternh.gov>

Newfields Exeter Community Forest Town Vote and Next Steps

1 message

Lynnette Batt <lynnette.batt@tpl.org>

Mon, Mar 25, 2024 at 1:37 PM

To: Michael Sununu <msununu@newfieldsnh.gov>, Hoby Harmon <hharmon@newfieldsnh.gov>, "mkasper@newfieldsnh.gov" <mkasper@newfieldsnh.gov>, Jeff Couture <couture.jeff@gmail.com>, Chris Griffith <dr.chrisgriffith@gmail.com>, Russ Dean <rdean@exeternh.gov>, "selectboard@exeternh.gov" <selectboard@exeternh.gov>, Kristen Murphy <kmurphy@exeternh.gov>, "Koff, Andrew" <drewkoff@gmail.com>
Cc: Duane Hyde <duane@seltnh.org>

Dear Newfields and Exeter representatives (Select Board, Conservation Commission, and staff),

First, as you all know, we saw positive votes in both Newfields and Exeter on March 12 for the Newfields-Exeter Community Forest project.

- [Newfields Article 1 passed](#) 583 yes to 285 no (67%)
- [Exeter Article 24 passed](#) 2222 yes to 340 no (88%)

Trust for Public Land, Southeast Land Trust, and local volunteers were happy to see the community turn out to vote and we very much look forward to working with both towns to advance this locally important project.

Second, I will follow up with each town separately, but for the benefit of all, we are hoping to proceed with the following as next steps/ project timeline.

- **Newfields Next Steps/Timeline:**
 - Purchase and Sale Agreement between TPL and Town – April
 - **NH Clean Water State Revolving Fund Loan** application – due **June 28**, preferable to submit in **April/May if possible**
 - **NH Land and Community Heritage Investment Program (LCHIP)** application – pre-app due **May 22**, full application due **June 19**
 - Final appraisal – summer/ fall 2024
 - Grant award notices – fall 2024
 - Closing – mid 2025, near concurrent with Exeter
- **Exeter Next Steps/Timeline:**
 - Purchase and Sale Agreement between TPL and Town – May or June
 - Boundary Resolution – ASAP, goal of **June 1** to support funding applications and final appraisal
 - **NH Clean Water State Revolving Fund Loan** pre-application – due date TBD, **likely early June** – pending Town support for this funding approach
 - **NH Land and Community Heritage Investment Program (LCHIP)** application – pre-app due **May 22**, full application due **June 19**
 - **NH Drinking Water and Groundwater Trust Fund Source Water Protection (DWGTF SWP)** application – pre-app due **May 30**, full application due **August 8**
 - Final appraisal – summer/ fall 2024
 - Grant award notices – fall 2024
 - Town vote on funding – March 2025
 - NH Clean Water State Revolving Fund Loan full application – spring 2025 – pending town vote
 - Closing – mid 2025, near concurrent with Newfields

Additionally, throughout 2024 and into 2025, TPL will undergo a private/philanthropic fundraising campaign and pursue other grants to cover all up front project costs (planning, due diligence, community outreach) so there will be no cost to the town for these expenses. We also hope to provide some funding for future stewardship and recreation.

Finally, a funding update -- last Friday 3/22 Trust for Public Land submitted a \$1.3 million request to Senator Shaheen and Congressman Pappas for a Congressionally Directed Spending (CDS)/Community Program Funding (CPF) grant for the project. If awarded, TPL would direct this funding proportionately to both towns – we budgeted \$400,000 for Exeter and \$900,000 for Newfields. If awarded, and pending the outcome of other grants, this has the potential to lower the cost to the towns from what has been presented in past budgets. As we have stated in past meetings, our goal is to try to maximize grant funding to minimize the costs to the towns.

Please contact me by email or phone at 207-670-4425 with any questions or input.

Thank you,

Lynnette

Lynnette Batt
Project Manager, Maine and New Hampshire

Farmington, ME (home office)
(207) 670-4425 (cell)

lynette.batt@tpl.org



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Connecting everyone to the outdoors | [TPL.Org](https://www.tpl.org)

 **Project Description March 2024.pdf**
7796K



Kristen Murphy <kmurphy@exeternh.gov>

Letter of Agreement_Rider and Phase 1 Report

1 message

Lori Sommer <lori@seltnh.org>

Mon, Apr 1, 2024 at 10:41 AM

To: "kmurphy@exeternh.gov" <kmurphy@exeternh.gov>

Hi Kristen,

I hope this finds you doing well. As you may know, Jeremy Lougee has moved on from SELT this past month for a national position at the Land Trust Alliance. I've been picking up a few of his projects and the Rider Conservation Easement is one I will be working on to complete.

Please find the Letter of Agreement for Andrew Koff's signature which I hope is met with approval. As part of the terms of the agreement, I'm sending along a copy of the Phase 1 Environmental Assessment completed by Exeter Environmental. No conditions were reported to be found on the property.

If you can kindly share this with Andrew and the Commission and return upon signing, I would greatly appreciate it. Let me know if you need anything else.

Kind regards,

Lori Sommer

Coastal Watershed Land

Conservation Manager

lori@seltnh.org

Office: (603) 418-7221

Cell: (603) 344-0215

seltnh.org**Southeast Land Trust of New Hampshire**

The Nan & George Mathey Center for People & Nature at Burley Farms

247 North River Road

Epping, NH 03042

**2 attachments****LOA_Exeter & SELT_Rider_2024-03-05_For Signature.pdf**

4114K

**Rider Edelwiess II Phase I Report.pdf**

12839K

LETTER OF AGREEMENT

Between Southeast Land Trust of NH and the Town of Exeter

This **Letter of Agreement** summarizes the financial and management responsibilities of the Southeast Land Trust of New Hampshire (“**SELT**”) and the Town of Exeter (“**Town**”), acting by and through its Conservation Commission (“**Commission**”) with respect to the acquisition of a Conservation Easement (hereinafter the “**Easement**”) over an approximately one hundred fifty-six (156) +/- acre portion of land (hereinafter the “**Property**”) situated on the southern side of Powdermill Road so called, located in the Towns of Exeter, East Kingston, and Kensington, County of Rockingham, State of New Hampshire, being a portion of the properties described in the deeds recorded in Rockingham County Registry of Deeds as Book 6390, Page 2150, currently owned by Bernhard Mueggler, Trustee of the Edelweiss II Trust, and Book 5573, Page 1267, currently owned by Bernhard Mueggler, Trustee of the Mueggler Agricultural Trust, (hereinafter, collectively the “**Seller**”), shown on the Town of Exeter Tax Maps as a portion of Tax Map 113 Lots 3 & 5, and shown on the Town of East Kingston’s Tax Maps as Tax Map 17 Lot 3-2 map, and shown on the Town of Kensington Tax Maps as a portion of Tax Map 16 Lots 4 & 5, and shown on a map attached hereto as **Exhibit A** and identified on said Exhibit A as “Proposed Easement Boundary”. The Easement will be held by SELT with the Town holding an Executory Interest in the portion of the Conservation Easement located within the Town of Exeter.

The Commission desires to partner with SELT for the acquisition of the Easement and is prepared to fund a portion of the acquisition and associated costs of the project in an amount not to exceed \$100,000. SELT agrees and understands that any expenditure by SELT above and beyond this total maximum authorized expenditure of \$100,000 will be completed at SELT’s full risk, unless authorized and approved in advance by a vote of the Commission or Town of Exeter’s Board of Selectmen (the “**Selectboard**”) as required by applicable law.

Attached, as **Exhibit B**, is an estimated budget for the acquisition of the Easement. This budget is an estimate only. The parties agree and acknowledge that specific expenditures for project expenses may be higher or lower than the estimated amount, so long as the aggregate expenditure being requested from the Town does not exceed the maximum authorized \$100,000. Any expenses for the project that exceed the aggregate amount of \$100,000 without authorization from the Commission shall be the sole responsibility of SELT. The Commission shall have no obligation to seek approval for any additional funds for the project.

Responsibilities of SELT

1. **Acquisition agreement:** SELT entered into a Purchase & Sale Agreement with the Seller, executed on October 19, 2023. This agreement is conditioned upon: (a) the approval of the necessary funding for the project from the Town and other funders as necessary; (b) acceptance of the Executory Interest in the Easement by the Selectboard and Conservation Commission; (c) receipt of a Phase I Environmental Assessment by SELT that is satisfactory to SELT and the Town; and (d) title to the Property shall be marketable and insurable at standard premiums. SELT has paid an initial deposit of \$1,000 to the Seller pursuant to the agreement.

LETTER OF AGREEMENT

Between Southeast Land Trust of NH and the Town of Exeter

2. **Acquisition and closing:** SELT shall coordinate and manage the acquisition of the Easement and the drafting and negotiation of all legal documents and closing paperwork for the acquisition of the Easement, subject to the review and approval of all such documents and paperwork by the Town or its legal counsel.
3. **Due diligence:** SELT shall conduct the due diligence regarding the Easement and Property, including a Phase I Environmental Site Assessment prepared in SELT's name, title opinion so as to ensure a clean and marketable title to the Easement, boundary survey, and secure title insurance. SELT shall provide the Commission copies of all title reports, commitments, opinions and all title documents referenced therein, boundary survey, and Phase I Environmental Site Assessment within 15 days of the receipt of such documents.
4. **Project Management Expenses:** SELT shall be paid for its overall project management which includes, but is not limited to, a flat fee for its staff time and work in the preparation of the baseline documentation report, drafting the conservation easement, preparing the environmental hazard assessment, managing the survey and any conservation consulting needs, and completion of the project through the project's closing. The total expenses under this category shall also include a contingency fund to be used for unforeseen expenses or overages. The final total Project Management Expenses invoiced by SELT to the Town shall be reduced by the amount of any unused Contingency once the project closes.
5. **Baseline Documentation:** SELT shall prepare an Easement Baseline Documentation Report with copies provided to the Seller and the Town for review prior to closing. SELT, the Seller, and the Town will sign the Baseline Documentation Report at closing with a final signed and initialed copy provided to the Town and to the Seller.
6. **Communication:** SELT shall coordinate all communication with the Commission and Seller regarding project status, timing, preparation and negotiation of all legal documents, and closing.
7. **Financial management:** SELT shall pay all invoices for services requested or authorized by SELT related to the acquisition of the Easement.

Responsibilities of the Commission

1. **Reimbursements:** The Commission shall reimburse SELT at the closing of the Easement. SELT agrees, upon request, to provide supporting documentation (such as copies of invoices or receipts) for invoices submitted. In no event shall the aggregate amount paid by the Town pursuant to this paragraph and paragraph 3 below exceed \$100,000 unless otherwise approved in accordance with this Agreement.
2. **Funding:** The Commission shall work diligently and in good faith to secure and provide \$100,000 toward the project through its Conservation Fund.

LETTER OF AGREEMENT

Between Southeast Land Trust of NH and the Town of Exeter

- 3. **Closing:** At the closing on the acquisition of the Easement, the Commission agrees to provide an amount not to exceed \$100,000 in funds to cover the acquisition, due diligence, closing, project management, and stewardship-related expenses as shown in Exhibit B, for the Easement, and to reimburse SELT for any deposit paid to the Seller by SELT, less any amounts previously reimbursed to SELT pursuant to paragraph 1 above. Said funds shall be available for deposit into SELT’s closing attorney’s escrow account no later than December 1st, 2024 or a date sooner mutually agreeable to SELT and the Town.
- 4. **Easement Terms:** SELT agrees to negotiate the terms of the Easement with the Seller. SELT and the Commission agree the terms of the Easement shall be substantially similar to the Easement contained in **Exhibit C** and shall also include the deed language required by the Drinking Water and Groundwater Trust Fund Source Water Protection (DWGTF SWP) Grant listed in **Exhibit D**.

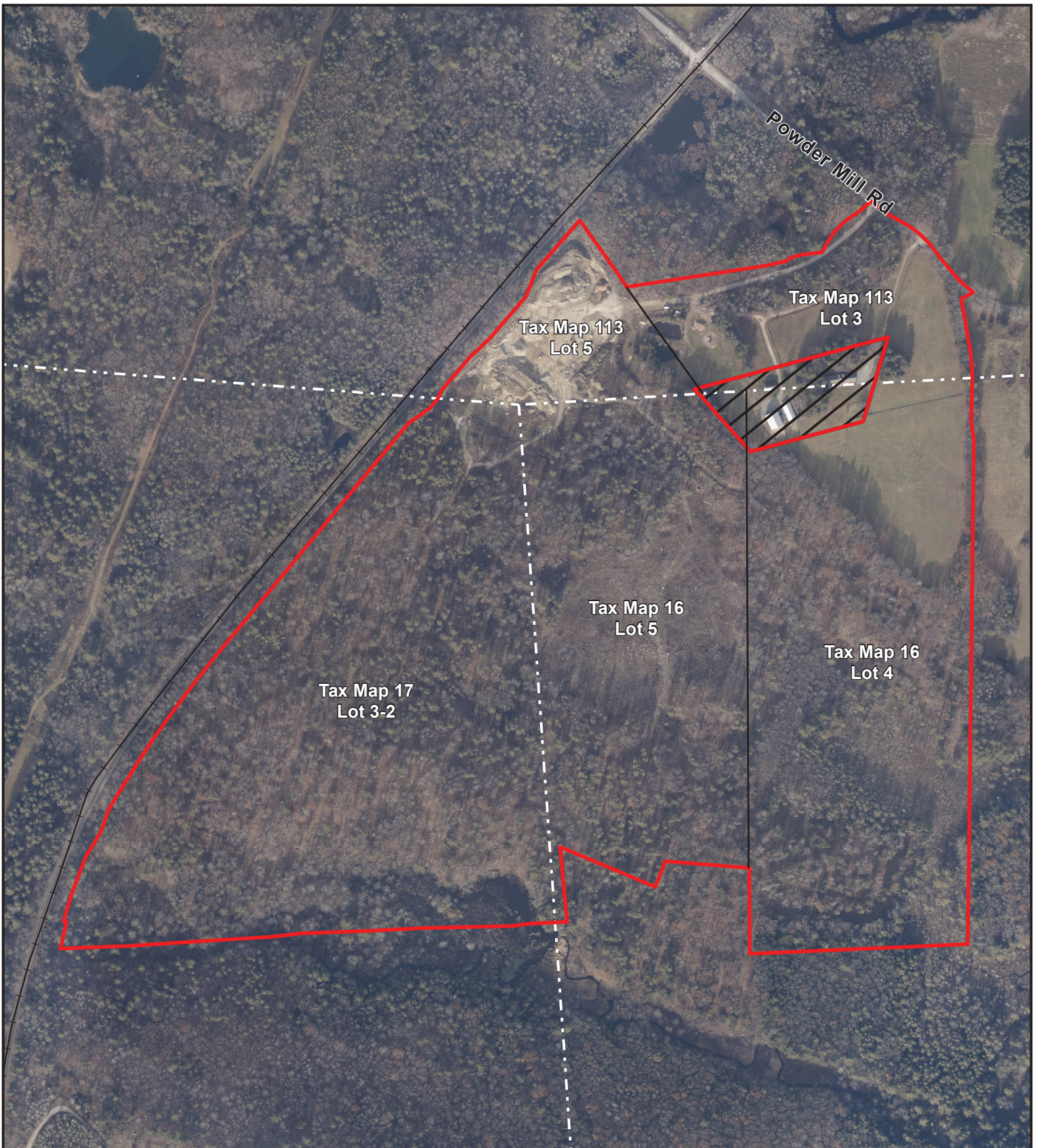
The parties agree on a goal to complete the acquisition of the Easement by December 31, 2024, but recognize that additional time may be necessary.


This Letter of Agreement represents the complete understanding of the parties hereto and can only be revised through written agreement executed by all of the parties hereto.


Executed this ____ day of _____, 2024, by

Andrew Koff, Chair, duly authorized
Town of Exeter Conservation Commission

Brian Hart, Executive Director
Southeast Land Trust of New Hampshire




 Proposed Easement Boundary (~156 acres)

 Proposed Excluded Area (~4 acres)

 Railroad

 Taxparcel

 Town boundary



1:6,000

0 250 500 Feet

EXHIBIT A
Rider Property
 Kensington, East Kingston
 & Exeter, NH

Map prepared by
 Southeast Land Trust of NH
 September, 2023



SELT

Boundary and feature locations are approximate.



Rider Conservation Easement Estimated Budget (9/12/2023)

EXPENSES

<u>Transaction Costs</u>	<u>Estimated</u>	<u>Notes</u>
Acquisition Costs		
Easement Purchase Price	\$735,000	<i>Per initial appraisal (\$1,265,000 FMV CE)</i>
Easement Bargain Sale	\$530,000	<i>Pending P&S Agreement</i>
Due Diligence Costs		
Legal	\$8,930	
Attorney Fees	\$5,000	<i>Estimate</i>
Title insurance policy	\$2,930	<i>Estimate</i>
Title examination	\$1,000	<i>Estimate</i>
Survey	\$25,000	<i>Estimate</i>
Hazardous Waste Assessment	\$2,000	<i>Estimate</i>
Appraisal(s)	\$7,800	
Initial Appraisal	\$3,900	<i>Stark & Webster Valuations, LLC (Paid directly by parties)</i>
Second Appraisal	\$3,900	<i>Estimate</i>
Closing Costs		
Recording fees	\$500	<i>Estimate</i>
Project Management Expenses		
SELT Project Management	\$25,000	<i>Flat Fee</i>
Travel	\$500	<i>Flat Fee</i>
Printing & Postage	\$100	<i>Flat Fee</i>
Contingency	\$17,570	<i>Reserve fund for unexpected costs (~1.5%)</i>
Subtotal, Transaction Costs	\$1,352,400	
Stewardship Costs		
	Estimated	Notes
Easement Stewardship Fund	\$18,800	<i>Estimate for Conservation Stewardship Fund</i>
Legal Defense Fund	\$1,800	<i>Flat rate contribution for legal defense of CEs</i>
Subtotal, Stewardship Costs	\$20,600	
TOTAL EXPENSES	\$1,373,000	<i>total Transaction Costs + Long Term Stewardship Costs</i>

REVENUES

<u>Revenue Sources</u>	<u>Estimated</u>	<u>Notes</u>
Government		
East Kingston Conservation Fund	\$100,000	<i>E. Kingston Conservation Commission</i>
Exeter Conservation Fund	\$100,000	<i>Exeter Conservation Commission</i>
Kensington Conservation Fund	\$103,000	<i>Kensington Conservation Commission</i>
NHDES DWGTF	\$500,000	<i>\$500K request</i>
NHDES Local SWP Grant	\$25,000	<i>Apply concurrent with DWGTF</i>
Private Fundraising		
GBRPP	\$15,000	<i>Transactional grant</i>
Landowner Bargain Sale-CE	\$530,000	<i>Pending P&S Agreement</i>
TOTAL REVENUES	\$1,373,000	

EXHIBIT B

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

CONSERVATION EASEMENT DEED

I, Bernhard Mueggler, as Trustee of the **EDELWEISS II TRUST**, under trust dated November 19, 2015, with a mailing address of 142 Powder Mill Road, Town of 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, grant in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 247 North River Road, Town of Epping, County of Rockingham, State of New Hampshire, 03042, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

an Executory Interest, as further defined in Section 9 "Executory Interests" below, to the **TOWN OF EXETER**, a duly authorized municipal corporation acting by and through the **EXETER CONSERVATION COMMISSION**, an official commission of the Town of Exeter, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 10 Front Street, Town of Exeter, County of Rockingham, State of New Hampshire, 03833,, (hereinafter referred to as the "Executory Interest Holder", which term shall include the Executory Interest Holder's successors and assigns; and together with the Towns of East Kingston and Kensington collectively referred to herein as the "Executory Interest Holders", as the context may require); and

an Executory Interest, as further defined in Section 9 “ Executory Interests” below, to the **TOWN OF EAST KINGSTON**, a duly authorized municipal corporation acting by and through the **EAST KINGSTON CONSERVATION COMMISSION**, an official commission of the Town of East Kingston, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 24 Depot Road, Town of East Kingston, County of Rockingham, State of New Hampshire, 03827, (hereinafter referred to as the “Executory Interest Holder”, which term shall include the Executory Interest Holder’s successors and assigns; and together with the Towns of Exeter and Kensington collectively referred to herein as the “Executory Interest Holders”, as the context may require); and

an Executory Interest, as further defined in Section 9 “ Executory Interests” below, to the **TOWN OF KENSINGTON**, a duly authorized municipal corporation acting by and through the **KENSINGTON CONSERVATION COMMISSION**, an official commission of the Town of Kensington, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 95 Amesbury Road, Town of Kensington, County of Rockingham, State of New Hampshire, 03833,, (hereinafter referred to as the “Executory Interest Holder”, which term shall include the Executory Interest Holder’s successors and assigns; and together with the Towns of Exeter and East Kingston collectively referred to herein as the “Executory Interest Holders”, as the context may require); and

the Conservation Easement (herein referred to as the “Easement”) hereinafter described with respect to that certain parcel/area of land (herein referred to as the “Property”) [with any and all buildings, structures, and improvements thereon/being unimproved land], consisting of approximately _____ acres, situated on [street name] in the Town/City of _____, County of _____, State of New Hampshire, more particularly bounded and described in Appendix “A” attached hereto and made a part hereof and shown on a survey plan (the “Survey Plan”) entitled “_____” prepared _____, dated _____, and recorded at the _____ County Registry of Deeds as Plan _____.

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report with the original on file with the Grantee and a copy provided to the Grantor. [and with additional copies provided to the Executory Easement Holder {and add additional parties with interest in CE}]

1. PURPOSES

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

- A. The conservation and protection of open spaces, particularly the conservation of the productive farm and forest land of which the Property consists, which includes approximately [X] (X) acres of prime farmland soils, [X] (X) acres of statewide important farmland soils, and the long-term protection of the Property’s capacity to produce economically valuable agricultural and forestry products; and

- B. The protection of the wetland and upland wildlife habitats on the Property, including approximately [X] (X) acres of “Highest Ranking Habitat in the State”, [X] (X) acres of “Highest Ranking Habitat in Biological Region”, and [X] (X) acres of “Supporting Landscape”, all as identified by the NH Department of Fish & Game in its 2020 NH Wildlife Action Plan;
- C. The enhancement and enlargement of ____ acres of protected land which is adjacent to/nearby the [X] Property, said other land including (name & acreage)] [add specific resource features relevant to this purpose, e.g. identified deer yard, exemplary natural community, etc.]; and
- D. The protection of the quality of ground water and surface water resources on and under the Property, as the Property lies within the Source Water Protection Area for the Town of Exeter;
- E. insert additional purposes, as appropriate]

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the [date] Master Plan of the Town/City of _____, which states " _____ " and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

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

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

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

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

- A. There shall not be conducted on the Property any industrial or commercial activities, except as allowed in Section 3. below, and except Agriculture, Agritourism, and Forestry, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.

i. Description of Agriculture, Agritourism, and Forestry

- a. **Agriculture:** For the purposes hereof, “Agriculture” shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking,

cutting, and sale of Christmas trees; and the processing, packaging, marketing and sale of products produced or partially produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the Purposes of this Easement. A farm roadside stand is a permissible agricultural use, subject to the impervious surface limitation in Section 2.C.i.b. below, and provided that at least thirty-five (35) percent of the product sales in dollar volume are attributable to products produced on the Property.

- b. **Agritourism** – For the purposes hereof, “Agritourism” or “agritourism” shall include any practice on the farm incidental to, or in conjunction with, Agriculture to attract visitors to the farm to attend events and activities that are accessory uses to the primary farm operation, including, but not limited to, eating a meal, overnight stays, enjoyment of the farm environment, education about farm operations, or active involvement in the activity of the farm, all as not detrimental to the Purposes of this Easement.
- c. **Forestry**: For the purposes hereof, “Forestry” shall include the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products, all as not detrimental to the Purposes of this Easement.
 1. **Commercial Forestry**: For the purposes hereof, “Commercial Forestry” shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions.
 2. **Non-commercial Forestry**: For the purposes hereof, “Non-commercial Forestry” shall include non-commercial timber stand improvement activities, wildlife habitat improvement, and the small-scale cutting or harvesting of wood products for the domestic use of the Grantor, such as clearing trees to maintain the edge of a field, thinning the forest stand to maintain a view, or cutting firewood for domestic consumption. Non-commercial Forestry shall not include activities conducted for the contemporaneous production of sale proceeds or other consideration.
- ii. **Requirements for Agriculture and Agritourism**: Agriculture and Agritourism shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property, and shall not be detrimental to the Purposes of the Easement. For references on best management practices, see UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active, along with the following publications or as these publications may be specifically updated or superseded:
 - “Manual of Best Management Practices for Agriculture in New Hampshire,” New Hampshire Department of Agriculture, Markets and Food, reprinted in 2017; and

- “Best Management Wetlands Practices (BMWPs) for Agriculture,” New Hampshire Department of Agriculture, Markets & Food, 2019.
- a. **Agriculture Plan:** All Agricultural and Agritourism activities occurring on the Property shall be performed, to the extent reasonably practicable, in accordance with the Agriculture Plan, which shall be prepared by the Grantor, a copy of which shall be provided to the Grantee. The Grantor and Grantee acknowledge that the Agriculture Plan’s purpose is to guide the activities allowed under this Section in compliance with this Easement, and that the actual activities will determine compliance therewith.

The Agriculture Plan shall:

- Include a list of the broad types of Agriculture (e.g., crops, pasture, hay production, orchard, etc.) and Agritourism (e.g., activities, events, education, etc.) expected to occur on the Property.
- Include a map that delineates the general area(s) of the Property where Agriculture and Agritourism are expected to occur and the area(s) where parking, structures, whether permanent (e.g. barns, sheds, etc.) or temporary, (e.g. portable toilets, tents, etc.), and other activities are expected to occur.
- Be prepared in compliance with the terms of this Easement.
- Have been prepared not more than ten (10) years prior to the date any Agriculture or Agritourism is expected to commence.

If the Agriculture Plan is more than ten (10) years old, or in the event the Agriculture or Agritourism uses or areas change materially from what is described in the Agriculture Plan, the Agriculture Plan shall be reviewed and updated by the Grantor and the updated copy provided to the Grantee prior to any changes taking place.

iii. **Requirements for Forestry:** Any and all Commercial and Non-commercial Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:

- “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” (N.H. Division of Forests and Lands, 2016); and
- “Good Forestry in the Granite State: Recommended Voluntary Forest

Management Practices for New Hampshire” (New Hampshire Forest Sustainability Standards Work Team, 2010), or similar successor publications.

- iv. **Requirements for Commercial Forestry:** In addition to the requirements outlined in Section 2.A.iii. above, Commercial Forestry shall be performed using silvicultural practices that enhance or maintain the value of timber while recognizing that the ecological, aesthetic, wildlife, or other non-timber values are important components of the forest. To the extent reasonably practicable, forestry shall meet the following goals:
- a. The goals are:
 - maintenance of soil productivity;
 - protection of water quality, wetlands, and riparian zones;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality;
 - protection of significant or fragile natural areas;
 - protection of significant historic and cultural features; and
 - conservation of native plant and animal species.
 - b. Any and all Commercial Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
 - c. Said Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. Or, if more than ten (10) years old, the plan shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to the date of harvest.
 - d. Said Forest Management Plan shall include a statement of landowner objectives, and shall specifically address:
 - the accomplishment of those Purposes for which this Easement is granted;
 - the goals in Section 2.A.iv. above; and
 - the protection of the water quality in the intermittent tributaries to the North River, as well as minimizing disturbance around all wetlands.
 - e. At least thirty (30) days prior to any commercial timber harvest, the Grantee shall have received from the Grantor a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that the Forest Management Plan, as defined in 2.A.iv, a-d, above, has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the Forest Management Plan itself to Grantee within ten (10) days of such request, but acknowledges that the Forest Management Plan’s purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine

compliance therewith.

- f. Timber harvesting with respect to any Commercial Forestry shall be conducted in accordance with said Forest Management Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
- B. The Property shall not be subdivided, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. The following provisions shall apply to structures or improvements on the Property:
- i. No structure or improvement shall be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, above, or below the Property, except for structures and improvements which:
 - a. Assist in the accomplishment of agriculture, forestry, conservation, habitat management, noncommercial outdoor educational, or noncommercial outdoor recreational uses on the Property, which may include but shall not be limited to: permeable roads, dams, fences, bridges, culverts, barns, maple sugar houses, farm stands, trails, boardwalks or sheds; and
 - b. Do not cause the total impervious surface coverage of the Property to exceed two percent (2%) of the Property's overall size, or **X** acres; for the purposes of this restriction, impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property. Impervious surfaces include, but are not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Notwithstanding the foregoing, impervious surfaces shall specifically exclude bridges; boardwalks; culverts; temporary impervious surfaces not in place year-round such as row covers for agricultural crops or portable shelters for livestock, tents and awnings; and roadways or other improvements established on the Property by third parties exercising lawful rights obtained prior to the date of this Easement; and
 - c. Are not detrimental to the Purposes of this Easement.
 - ii. Prior to the Grantor's construction, placement, introduction, enlargement, or relocation of any structure with a footprint exceeding two hundred and fifty (250) square feet, the Grantor must obtain written approval of the same from the Grantee. The footprint of any roofed structure shall include the area within the dripline. For an enlargement of a structure, the square footage calculation under this provision shall only be the enlargement and shall not include the original structure.
 - a. At least forty-five (45) days prior to the commencement of any such construction, placement, introduction, enlargement, relocation, or on-site preparation therefor including but not limited to land clearing, the Grantor shall provide the Grantee

with written notice with details of said structure including but not limited to scope, size, and location, and method and timing of said construction/installation. Within thirty (30) days after Grantee's receipt of such notice, the Grantee shall inform the Grantor in writing of its approval, approval with conditions, or disapproval of the proposed structure, such approval not to be unreasonably withheld. Any disapproval shall specify the reasons therefor.

iii. Notwithstanding the above provisions of this Section 2.C., there shall not be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, under, or above the Property any of the following structures or improvements, including any portion thereof: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, underground petroleum/gas storage tank, tennis court, swimming pool, athletic field, golf course, indoor riding arena, tower, or aircraft landing area.

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

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

iii. are not detrimental to the Purposes of this Easement.

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

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

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

of the following conditions are met:

- i. Said Extractive Activities shall be undertaken in furtherance of improvements made pursuant to and consistent with the provisions of Sections 2.A., C., D., and/or E., above, and in accordance with relevant Best Management Practices;
- ii. No Extractive Materials shall be removed from the Property, except with advance written approval of the Grantee after the Grantee has determined, in its sole discretion, that said removal is not detrimental to the Purposes of this Easement;
- iii. Said Extractive Activities shall be limited to specific Extraction Zone(s) approved in accordance with Section 2.F.viii. below, with opportunity for said zone(s), once initially established, to be relocated from time to time by mutual agreement of the Grantor and the Grantee, but only after a finding by the Grantee in its sole discretion that the proposed new location and configuration of said zone(s) are no more detrimental to the Purposes of this Easement than the established zone(s) proposed to be relocated; and, further, only if said relocation does not convey impermissible private benefit;
- iv. The maximum cumulative footprint of the Extractive Zones with exposed soil at any one time shall not exceed two percent (2%) of the Property's overall size, or X acres;
- v. Said Extractive Activities shall not significantly diminish the Property's productive capacity, including soil productivity, to yield forest and/or agricultural products, nor the Property's potential future uses for forestry or agriculture, or other permitted uses;
- vi. Said Extractive Activities shall not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities;
- vii. Following the cessation of Extractive Activities at any given Extractive Zone on the Property, the Grantor shall restore such zone(s) to a natural vegetated condition and appearance in conformance with all governmental laws, ordinances, rules, and regulations, including but not limited to the requirements of U.S. Treasury Regulations at 1.170A-14(g)(4)(i), as may be amended from time to time;
- viii. At least forth-five (45) days prior to the initial commencement or site preparation for Extractive Activities in any Extractive Zone or to designate a new or relocated Extractive Zone, the Grantor shall give the Grantee written notice of the commencement of said activities or the desire to designate an initial Extractive Zone(s). Said notice shall include a detailed description of the proposed activities (hereinafter the "Extraction Plan") including but not limited to the type(s) and volume(s) of said Extractive Materials to be mined, quarried, excavated, and/or

removed from the Property; the proposed uses of said materials; the source and location of said Extractive Materials within the Property; the size and location of the Extractive Zone; the timing, duration, and frequency of said Extractive Activities; and a plan for restoring the extraction zone following the cessation of Extractive Activities. The Grantee shall have thirty (30) days from receipt of the Grantor's Extraction Plan to evaluate said plan and approve, approve with conditions, or disapprove the same, at the Grantee's sole discretion. Said approval or disapproval shall be based on whether the proposed Extraction Plan meets all of the above conditions of this Section 2.F., and said approval shall not to be unreasonably withheld. Any disapproval shall specify the reasons therefor. Once an Extraction Plan is approved by the Grantee, the Grantor does not need to notify the Grantee of individual instances of extraction activities within said zone so long as said activities are within the parameters of the Extraction Plan.

- G. There shall be no dumping, injection, burning, or burial on the Property of man-made materials or materials then known to be environmentally hazardous.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Section 3.A below.
- J. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or land use regulation with respect to the development of any other property.
- K. Failure of the Grantee to take action upon a request for approval or notify the Grantor of its approval or denial for any provision that requires the Grantee's approval in this Section 2 shall in no way constitute or be interpreted as approval by the Grantee.

3. RESERVED RIGHTS

- A. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, including but not limited to emergency rescue operations, forestry, agriculture, agritourism, habitat management, outdoor educational management, outdoor recreational management, and to control or remove non-native or invasive species. In addition, the Grantor reserves the right to operate snowmobiles, and to permit others to operate said vehicles, on snow and ice for non-commercial recreational purposes. This provision is an exception to Section 2.I., above.
- B. Commercial Outdoor Educational Activities. Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct commercial outdoor

educational activities on the Property, including but not limited to the hosting of school or youth groups, youth summer and vacation programs, and family, community, and adult education programs. Grantor or its designee(s) reserves the right to collect fees for such sponsored commercial outdoor educational activities. The conduct of such commercial outdoor educational activities shall not be detrimental to the Purposes of this Easement. This provision is an exception to the limitation on commercial activities on the Property under Section 2.A. above.

- C. Commercial Outdoor Recreational Activities. Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct commercial outdoor recreational activities on the Property, including but not limited to bicycle or pedestrian trail races, passive recreation programs (such as birding tours), or other organized commercial recreational events. Grantor or its designee(s) reserves the right to collect fees for such sponsored commercial outdoor recreational activities. The conduct of such commercial outdoor recreational activities shall not be detrimental to the Purposes of this Easement. This provision is an exception to the limitation on commercial activities on the Property under Section 2.A. above.
- D. The Grantor reserves the right to construct and maintain renewable energy structures on the Property for the purpose of generating energy for the agriculture, agritourism, agriculture-related residential, forestry, conservation, habitat management, outdoor recreational or outdoor educational uses on the Property or for those same uses on abutting land if owned by the Grantor, provided said renewable energy structures are sized only to service the energy needs of the Property and abutting land if owned by the Grantor. Renewable energy structures must be built and maintained according to the impervious surface limitations outlined in Section 2.C.i.b. and the notification requirements outlined in Section 2.C.ii. of this Easement. The Grantor may sell excess power generated by said renewable energy structures. This provision is an exception to the limitation on commercial activities under Section 2.A. and uses of structures under Section 2.C.i.a above.
- E. The Grantor reserves the right to construct, maintain, repair, or replace, a septic system to serve the Agricultural or Agritourism uses on the Property, in accordance with federal, state, local, or other governmental laws or regulations. Said septic system must be built and maintained in accordance with the notification requirements outlined in Section 2.C.ii.a. of this Easement. Further, Grantor shall notify Grantee in writing at least five (5) days prior to repairing or replacing said septic system in-kind.

Notwithstanding the above, in the case of an emergency requiring maintenance, repair, or replacement, of said septic system, which cannot be delayed for the above-mentioned notice period due to the circumstances, Grantor shall not be required to provide the Grantee with prior written notice but shall provide the Grantee with written notice within five (5) calendar days after the initiation of emergency maintenance, repair, or replacement of said septic system in-kind.

This provision is an exception to the limitation on structures under Section 2.C.iii. above.

F. The Grantor reserves the right to maintain, repair, and replace the existing driveway from Powder Mill Road to the Excluded Area shown as “Gravel Driveway” on the Survey Plan, and to use the driveway for access to and from the Excluded Area by motorized vehicles or by foot. [In connection therewith, the Grantor reserves the right to maintain, repair, and replace the existing culverts and install new culverts for said driveway.]This provision is an exception to Section III, Paragraph C(3) above.

Prior to exercising above said right, Grantor shall notify Grantee in writing and obtain written approval from Grantee if maintenance, repair, or replacement of said driveway includes:

(i) widening, enlarging, or expanding the footprint of said driveway; or

(ii) paving said driveway. If the Grantor elects to pave said driveway, thereby creating an impervious surface, said impervious surface shall be subject to the impervious surface limitations described in Section 2.C.i.b.

G. The Grantor reserves the right to maintain, repair, replace, upgrade, or install new or existing above ground and underground utilities passing across and under the Protected Property to serve the Excluded Area, including but not limited to water, telephone, electric, gas, and cable and any poles/transformers/equipment/enclosures associated with said utilities. The approximate location of the existing utilities are shown on the Survey Plan as “Overhead Wires” and “Approximate Water Line (Below Grade)”. Said utilities shall only serve approved activities and uses on the Property, or the uses and/or structures within the Excluded Area.

This provision is an exception to Section III, Paragraph C(3), above.

H. The Grantor reserves the right to [PLACEHOLDER FOR RESERVED RIGHT AREA LANGUAGE].

This provision is an exception to the limitation on commercial activities under Section 2.A. and uses of motor vehicles under Section 2.I., above.

I. Failure of the Grantee to take action upon a request for approval or notify the Grantor of its approval or denial for any provision that requires the Grantee’s approval in this Section 3 shall in no way constitute or be interpreted as approval by the Grantee.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing or via email within ten (10) days of offering the Property for sale. In addition, the Grantor agrees to notify the Grantee in writing or via email at least ten (10) days before the transfer of title to the Property.

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

assessments thereon.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. AFFIRMATIVE RIGHTS OF GRANTEE

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

7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party

shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Epping New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the parties agree to bypass mediation or mediation does not resolve the disagreement, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.
- D. Notwithstanding the availability of mediation to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

8. BREACH OF EASEMENT – GRANTEE'S REMEDIES

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

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

term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

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

9. EXECUTORY INTERESTS

- A. If the Grantee ceases to exist or ceases to function as a qualified organization as specified in this Easement, then, at the sole option and election of the Executory Interest Holders, the Easement shall immediately vest in, and shall be deemed to have been transferred and conveyed to the Executory Interest Holders. In order to effectuate such vesting (if so elected by the Executory Interest Holders), the Executory Interest Holders shall record an affidavit with the Registry of Deeds which shall state: (a) that the Grantee has ceased to exist or has ceased to function as a qualified organization under said Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, as the case may be, (b) that said filing is made pursuant to the terms and conditions of this Easement, and (c) that the Grantee's interest in this Easement has vested in the Executory Interest Holders.
- B. The interests held by the Executory Interest Holders are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits and Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer.

10. NOTICES

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

11. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is

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

12. EXTINGUISHMENT & CONDEMNATION

- A. **Extinguishment.** If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 12.C. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement. In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of both Grantor and Grantee that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.
- B. **Condemnation.** If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. The amount of the proceeds to which the Grantee shall be entitled shall be determined in accordance with Section 12.C. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement.
- C. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Sections 12.A. and 12.B. above, shall have a fair market value which shall be determined as follows:
- (i) **If the Grantor claims a charitable contribution deduction,** that value determined by multiplying (1) the fair market value of the Property without deduction for the value of this Easement as of the time of said extinguishment or condemnation, by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property at the time of this grant without deduction for the value of this Easement, those values being those used to calculate the deduction for federal income or estate tax purposes allowable by reason of this grant, pursuant to the IRS Code Section 170(h) or 2055(f), determined by an appraisal report which shall be prepared by a qualified appraiser on behalf of the Grantor and which the Grantor shall submit to the Grantee. For the purposes of

this Section 12, the ratio of the value of the Easement to the value of the Property unencumbered by this Easement shall remain constant.

The amount recovered under Section 12.A. or 12.B. above shall be divided between the Grantor and the Grantee in proportion to the value of their respective interests in that part of the Property extinguished or condemned. Each party shall be responsible for covering the expenses of its own actions.

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

The balance of the amount recovered under Section 12.A. or 12.B. above, after payment of any expenses, shall be divided between the Grantor and the Grantee in proportion to the value of their respective interests in that part of the Property extinguished or condemned.

13. AMENDMENT

Grantor, Grantee, and Executory Interest Holder recognize and agree that natural conditions, landscapes, consistent uses, and technologies change over time, and unforeseen or changed circumstances could arise in which an amendment to certain terms or restrictions of this Easement would be appropriate and desirable. To this end, Grantor, Grantee and Executory Interest Holders have the right to agree to amendments to this Easement in accordance with the provisions and limitations of this Section, the then-current policies of the Grantee, and applicable state and federal law. Any amendment: (a) shall be consistent with and not detrimental to the Purposes of this Easement; (b) shall not impair the conservation values of the Property protected by this Easement; (c) shall not affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time; and, (d) shall not affect the perpetual duration of this Easement or the perpetual protection of its Purposes. Any request by Grantor for an amendment shall be in writing and shall describe the proposed amendment in sufficient detail to allow the Grantee and Executory Interest Holder to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Nothing in this section shall require Grantee and Executory Interest Holder to consider or negotiate any proposed amendment. Any amendment shall be executed by the Grantor, Grantee, and Executory Interest Holder, subject to review by the N.H. Attorney General's Office, Charitable Trusts Division as necessary, and shall be recorded in the Rockingham County Registry of Deeds.

14. HOLD HARMLESS

The Grantor shall release, hold harmless, defend, and indemnify the Grantee and Executory Interest Holder, except as provided for in Section 8.J., from any and all liabilities including but not limited to injuries, losses, damages, judgments, costs, expenses and fees which the Grantee may suffer or incur as a result of, arising out of, or connected with: (A) the activities

of the Grantor on the Property, other than those caused by the negligent acts or acts of misconduct by the Grantee; or (B) violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement by the Grantor in any way affecting, involving, or relating to the Property.

15. NO MERGER

This Easement is to last in perpetuity, and to that end, no conveyance by the Grantor of the underlying fee interest in the Property, or by the Grantee, or by the Executory Interest Holder of the Executory Interest, or by the holder of any other third-party interest in this Easement of its interest, to any other party holding an interest in the Property shall be deemed to extinguish or eliminate this Easement or any portion thereof under the doctrine of "merger" or any other legal doctrine.

16. GOVERNING LAW

This Easement shall be interpreted under and governed by the laws of the State of New Hampshire, and shall be liberally construed to effect the Purposes of this Easement especially in the case of any ambiguity in the meaning or interpretation of any terms or provisions of this Easement.

17. ADDITIONAL EASEMENT

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

18. DISCRETIONARY CONSENT

Grantor and Grantee recognize and agree that natural conditions, landscapes, consistent uses, and technologies change over time, and unforeseen or changed circumstances could arise in which some proposed activities may require the discretionary consent of the Grantor, as further described below. To this end, Grantee may exercise discretionary consent in accordance with the provisions and limitations of this Section, the then-current policies of the Grantee, and applicable state and federal law.

Any exercise of discretionary consent shall:

- be consistent with and not detrimental to the Purposes of this Easement;
- not impair the conservation values of the Property protected by this Easement;
- not affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time; and
- not affect the perpetual duration of this Easement or the perpetual protection of its

Purposes.

Any request by Grantor for discretionary consent shall be in writing and shall describe the activity for which consent is sought in sufficient detail to allow the Grantee to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Nothing in this Section 18 shall require Grantee to consider or negotiate any request for discretionary consent.

If the Grantor and the Grantee agree that any activity otherwise prohibited herein or not contemplated by the Easement is desirable, and if the Grantee determines, in its sole discretion that such activity (i) is not detrimental to the Purposes of the Easement and (ii) either enhances or does not impair the conservation values protected hereby; the Grantee may then consent to such activity only under the conditions and circumstances described above. The Grantee's consent to a proposed use or activity may be limited or restricted in time, locale or by ownership.

Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to consent to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities not otherwise allowed or provided in 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.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this ____ day of _____, 20__.

Name of Grantor

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

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

Notary Public/Justice of the Peace
My commission expires:

ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: _____

Title: _____
Duly Authorized

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 2005, before me personally appeared _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

ACCEPTANCE OF EXECUTORY INTEREST:
TOWN OF EXETER
BY ITS SELECTBOARD

Chair, duly authorized Date

Vice Chair, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 20__, before me personally appeared [names], being all of the members of the Town of Brentwood’s Selectboard, duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

ACCEPTANCE OF EXECUTORY INTEREST:
TOWN OF EAST KINGSTON
BY ITS SELECTBOARD

Chair, duly authorized Date

Vice Chair, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 20____, before me personally appeared [names], being all of the members of the Town of Brentwood’s Selectboard, duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

ACCEPTANCE OF EXECUTORY INTEREST:
TOWN OF KENSINGTON
BY ITS SELECTBOARD

Chair, duly authorized Date

Vice Chair, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 20__, before me personally appeared [names], being all of the members of the Town of Brentwood’s Selectboard, duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

APPENDIX A

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

Beginning at _____ on the _____ side of Road, at the _____ corner of the Property, at land now or formerly of _____;

Thence proceeding _____ a distance of _____ feet, more or less, along said _____ land to _____ at land now or formerly of _____;

Thence proceeding xxx a distance of xxx feet, more or less, along said xxx land to a _____ at land now or formerly of _____;

Thence the following courses and distances along said xxxxx land:

Thence xxx feet along the arc of a curve to the left/right having a radius of xxx feet to a _____;

to (point), which is on a tie course of (bearing) xxx feet from (point)

EXCEPTING AND RESERVING THEREFROM

SUBJECT TO

TOGETHER WITH

MEANING AND INTENDING to describe all and the same/a portion of the premises conveyed by Deed from _____, to _____, dated _____, recorded at said Registry at Book, Page _____.

[Not homestead property of the Grantor.]



EXHIBIT C

NHDES-DWGTF SWP Grants

Review checklist for compliance of deeds and easements
with Env-Dw 1002.24 and Advisory Commission rules.



Rule cite	Rule Requirement (Env-Dw 1002.24)	CE /DR provision	Equi vale nt?
(a)	Each conservation interest instrument shall:		
(a)(2)	Protect the quality and sustainable yield of ground and surface water resources associated with the property;		
(a)(3)	Safeguard the environmental values of the property which are dependent on water quality and quantity; and		
(a)(4)	Convey the right to the State of New Hampshire to enforce the conditions and restrictions of the conservation interest and to recover the costs of such enforcement from the easement holder or property owner, or both, if the easement holder and property owner fail to enforce the conditions and restrictions.		
(b)	Each conservation interest instrument shall contain, at a minimum, the following restrictions:		
(b)(1)	No industrial or commercial activities or improvements shall occur on the property except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that are allowed by the instrument, subject to such conditions as are specified in the instrument;		
(b)(2)	No land surface alterations shall occur on the property, such as filling, excavation, mining, and dredging, except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that are allowed by the instrument, and only to the extent that they do not degrade or threaten to degrade the quality and sustainable yield of ground and surface water resources associated with the property;		
(b)(3)	No wastes generated off the property shall be disposed of, stored, or discharged on the property;		
(b)(4)	No substances that would be hazardous waste if discarded or abandoned shall be disposed of on the property, and no such substances shall be stored or applied on the property except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that are allowed by the instrument, and provided that the storage and use do not threaten water supply protection and are specifically allowed by the instrument, subject to such conditions as are specified in the instrument		
(b)(5)	No motorized vehicles shall be allowed for recreational purposes, provided that snowmobiles as defined in RSA 215-A:1, XIII may be allowed if they are operated:		
(b)(5)a	Only on snow and ice outside the sanitary protective area of public water supply well(s);		
(b)(5)b	More than 250 feet from a surface water body being used as a public water supply;		
(b)(5)c	More than 100 feet from tributaries contributing to such water bodies; except when crossing such tributaries; and		
(b)(5)d	Only on designated snowmobile trails depicted on a plan approved by the department in accordance with Env-Dw 1002.20;		
(b)(6)	No acts or uses shall occur on the property that would:		
(b)(6)a	Degrade the water quality such that the standards set for public drinking water by the department would be threatened;		
(b)(6)b	Cause an unsustainable quantity of water to be withdrawn; or		
(b)(6)c	Harm state or federally recognized rare, threatened or endangered species; and		
(b)(7)	Allowable activities, such as community drinking water supply, agriculture, forestry, and outdoor recreation, shall be conducted in accordance with a plan, best management practices, or condition.		
(c)	If the instrument is conveying a conservation easement, all other customary rights and privileges of fee ownership shall be retained by the fee owner, including the right to privacy and to carry out all regular agricultural and forestry practices that are not prohibited by the restrictions set forth in the instrument.		
Other	State of NH right of enforcement		
	Re-payment to DWGTF in the case of condemnation, etc.		
	State of NH sovereign immunity		
	Additional considerations from Advisory Commission rules: e.g., protection of buffer; property remains undeveloped.		



**EXETER
ENVIRONMENTAL**
ASSOCIATES, LLC

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JULIESHOPE@COMCAST.NET

March 27, 2024

Ms. Lori Sommer
Southeast Land Trust of New Hampshire
The Nan & George Mathey Center for People & Nature at Burley Farms
247 North River Road, Epping, NH
via email: lori@seltnh.org

Re: Phase I Environmental Site Assessment
Rider - Edelweiss II Property
Exeter Map 113, Lots 3 and 5; East Kingston Map 17, Lot 3-2; and
Kensington Map 16, Lots 4 & 5
Powder Mill Road, Exeter, East Kingston and Kensington New Hampshire

Dear Ms. Sommer:

We have completed a Phase I Environmental Site Assessment of the above-referenced property for the Southeast Land Trust of New Hampshire. The subject property consists five contiguous parcels covering 157± acres of land in Exeter, Kensington and East Kingston, New Hampshire. The property subject to this assessment is a 152± acre undeveloped portion of the property. An approximate 1.5-acre portion used by the landowner as a parking area for recreational vehicles is identified as a potential reserved rights area as described in this assessment. Excluded from this assessment is 4± acres surrounding the Rider residence and three outbuildings.

The northern portion of the subject property consists of horse pasture and hay fields and a cleared area that has been leveled for agricultural purposes. Improvements include fencing and gravel access roads. Several storage units, farm-related equipment, construction materials and firewood are located in the northern portion of the property. The remainder of the property consists of forestland certified as a Tree Farm along with extensive wetlands associated with Brickyard Brook, Great Brook and three small tributaries to Great Brook. Several unpaved trails traverse through the wooded portion of the property.

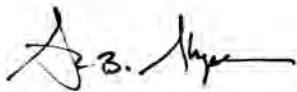
It is the intent of this assessment to evaluate the subject property for the presence of recognized environmental conditions. As defined in the American Society of Testing Materials (ASTM) Practice E1527-21, the term recognized environmental condition (REC) means (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The term is not intended to apply to *de-minimus* conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be subject to enforcement action by government agencies.

This assessment was performed in general conformance with the scope of work and limitations of ASTM Practice E1527-21, which satisfies the EPA's "All Appropriate Inquiries" rule (40 CFR Part 312).

In summary, this assessment has not identified any recognized environmental conditions to be associated with the subject property.

Please feel free to call or email if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "S.B. Shope".

Steven B. Shope
President, Environmental Professional
Exeter Environmental Associates, LLC

Environmental Professional Statement

I declare that, to the best of my knowledge, I meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312 and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all-appropriate inquiries in conformance with the standards and practices set for the in 40 CFR Part 312.



**EXETER
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**PHASE I
ENVIRONMENTAL SITE ASSESSMENT REPORT**

**RIDER - EDELWEISS II PROPERTY
POWDER MILL ROAD
EXETER, EAST KINGSTON AND KENSINGTON, NEW HAMPSHIRE**



REPORT PREPARED FOR:
Southeast Land Trust of New Hampshire

March 27, 2024

EEA 1530.135

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APPENDIX III - Qualifications of Environmental Professional

1.0 INTRODUCTION

This report presents the results of a Phase I Environmental Site Assessment of the Rider - Edelweiss II property located off Powder Mill Road in Exeter, East Kingston and Kensington, New Hampshire (subject property). This report has been prepared for the Southeast Land Trust of New Hampshire.

It is the intent of this assessment to evaluate the subject property for the presence of *recognized environmental conditions*. As defined in the American Society of Testing Materials (ASTM) Practice E1527-21, the term recognized environmental condition (REC) means (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The term is not intended to apply to *de-minimus* conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be subject to enforcement action by government agencies.

Our work scope for this assessment has included the following tasks: a site walkover, research into the site history, a review of available local and state records, and preparation of this report.

This Phase I assessment was performed in general accordance with the scope of work and limitations of ASTM Practice E1527-21, which satisfies the US Environmental Protection Agency rule of "All Appropriate Inquiry" as promulgated in 40 CFR Part 312. This assessment is subject to the limitations stated in Section 7.0 of this report.

2.0 SITE DESCRIPTION

The subject property includes five parcels covering approximately 157± acres. The parcels are identified on Exeter Tax Map 113, Lots 3 and 5; East Kingston Tax Map 17, Lot 3-2; and Kensington Tax Map 16, Lots 4 & 5. The property subject to this assessment is a 152± acre undeveloped portion of the property. An approximate 1.5-acre portion used by the landowner as a parking area for recreational vehicles is identified as a potential reserved rights area as described in this assessment. Excluded from this assessment is 4± acres surrounding the Rider residence and three outbuildings.

The property location is shown on Figure 1. The layout of the property and pertinent site features are shown on the site plan prepared by the Southeast Land Trust of New Hampshire and provided as Figure 2.

The northern portion of the subject property consists of horse pasture and hay fields, a cleared area that has been leveled for agricultural purposes and the potential reserved rights area (parked vehicles). Improvements include fencing and gravel access roads. Several storage units, farm-related equipment, construction materials and firewood are located in the northern portion of the property. The remainder of the property consists of forestland certified as a Tree Farm along with extensive wetlands associated with Brickyard Brook, Great Brook and three small tributaries to Great Brook. Several unpaved trails traverse through the wooded portion of the property.

The property is bordered by undeveloped or residential land on all sides, and by a railroad track to the northwest.

Additional site description is presented in Section 5.0 (Site Reconnaissance). Selected photographs of the subject property are included in the Photographs section of this report.

3.0 HYDROGEOLOGIC SETTING

The primary hydrologic features in the vicinity of the subject property are Brickyard Brook and Great Brook located along the southern property boundary and three small tributaries to Great Brook and their associated wetland systems.

Topography across the property is variable, with an overall slope down to the south and southeast. On the basis of topography and surface water flow, the inferred direction of groundwater flow beneath the property is primarily to the south-southeast towards Brickyard Brook and Great Brook.

Soils across the subject property have been mapped as outwash sands, outwash over glaciolacustrine fine sand, and glaciomarine silt and clay marine deposits¹. Outwash deposits consist of fine to medium sand deposited by meltwater streams following the retreat of the Pleistocene glaciers, and are typically characterized by a moderate permeability to groundwater flow. Glaciomarine silt and clay marine deposits consist of low-permeability silt and clay laid down in quiet (backwater) marine environments.

4.0 SITE HISTORY and RECORDS REVIEW

The history of the subject property and pertinent history of adjoining properties was obtained from the following sources: the Exeter, East Kingston and Kensington Assessor's Offices, historical aerial photographs, pertinent US Geological Survey topographic maps and information provided by the property co-owner.

As part of this assessment, the following sources were consulted with regard to information pertaining to a release of oil or hazardous material on, or in the vicinity of, the subject property.

- the *user* of this report
- the property co-owner
- the Exeter, East Kingston and Kensington Fire and Building Departments
- the New Hampshire Department of Environmental Services (NHDES) online OneStop database
- the Environmental Data Resources (EDR) database for other Standard Environmental Record Sources (where available) as listed below

<u>List</u>	<u>Approximate Minimum Search Distance (miles)</u>
Federal NPL site list	1.0
Federal Delisted NPL site list	0.5
Federal CERCLIS list	0.5
Federal CERCLIS NFRAP site list	0.5
Federal RCRA CORRACTS facilities list	1.0
Federal RCRA non-CORRACTS TSD facilities list	0.5
Federal RCRA generators list	property & adjoining
Federal institutional control/engineering control registry	property
Federal ERNS List	property
State & Tribal Equivalent NPL	1.0
State & Tribal Equivalent CERCLIS	0.5
State & Tribal Equivalent Landfill	0.5
State & Tribal LUST	0.5
State & Tribal registered storage tank	property & adjoining
State & Tribal institutional control/engineering control	property
State & Tribal voluntary clean-up sites	0.5
State & Tribal Brownfield sites	0.5

A summary of the site history and the information obtained regarding potential environmental concerns at the subject property is presented below. The minimum search distance for review of nearby properties with environmental concerns is defined as 0.50± miles from the subject property, except for NPL sites and RCRA CORRACT facilities that have a search distance of 1.0± miles.

4.1 History of Subject Property. During the 19th century, the property was used a brickyard. With the exception of the historic brickyard operations, the subject property has consisted of undeveloped land.

Exeter, East Kingston and Kensington Assessor's Office. The assessor's tax records indicate the following relative to each parcel.

Exeter Tax Map 113, Lot 3 covers 13.48 acres of residential land with Edelweiss II Trust listed as the owner.

Exeter Tax Map 113, Lot 5 covers 7.5 acres of vacant land with Mueggler Agricultural Trust, Bernhard Mueggler, Trustee listed as the owner.

East Kingston Tax Map 17, Lot 3-2 covers 72 acres of unproductive land, with Mueggler Agricultural Trust, Bernhard Mueggler, Trustee listed as the owner.

Kensington Tax Map 16, Lot 4 covers 41.73 acres of farm land, wetland, unmanaged hardwood and the excluded shed and barn, with Edelweiss II Trust, Bernhard Mueggler, Trustee listed as the owner.

Kensington Tax Map 16, Lot 5 covers 40 acres of farm land and wetland, with Mueggler Agricultural Trust, Bernhard Mueggler, Trustee listed as the owner.

Aerial Photographs. Historic aerial photographs for the subject property have been provided by EDR. Air photos were provided for the years 1952, 1960, 1975, 1978, 1986, 1992, 1998, 2008, 2011 and 2018. The subject property is shown in its current undeveloped state from 1952 to the present. Evidence of site clearing, leveling and gravel roads on Lot 113-3 is first visible in the 1998 air photo. Evidence of more significant site work on Lot 113-5 is first visible in the 2018 air photo. The air photos are included in the Historic Aerial Photographs section of this report.

Topographic Maps. We have reviewed detailed historic USGS topographic maps available online¹, including various years from 1888 to 1998 (maps after 1998 are not detailed). The property is shown as consisting of primarily undeveloped land on all of

¹ <https://ngmdb.usgs.gov/topoview/viewer>

the maps. The exception is one small structure visible along Powder Mill Road on the 1998 map. A copy of the maps from 1952 and 1998 are included in the Historic Topographic Maps section of this report.

Sanborn Fire Insurance Maps. Sanborn Fire Insurance map coverage is not available for the subject property, since the site neighborhood was rural at the time these maps were developed (i.e., late 1800s through the 1940s).

4.2 Historical Use of Adjoining Properties. The historical use of the adjoining properties was evaluated by reviewing historical aerial photographs, the USGS topographic maps of the area, site observations and tax assessor records. Based on this information, the adjoining properties have consisted of undeveloped land that has remained undeveloped or has been developed for residential use.

4.3 User Provided Information. The Southeast Land Trust of New Hampshire has provided information regarding the subject property by completing the Phase I Environmental Site Assessment User Questionnaire. The User Questionnaire was developed to fulfill the federal “all appropriate inquiry” (AAI) requirements as incorporated in ASTM E1527-21.

According to the responses provided by the user, no environmental-related concerns were identified at the subject property including: recorded environmental clean-up liens, recorded activity and land use limitations, chemical spills or releases, or specialized knowledge and experience regarding land use or the potential for environmental contamination at the subject property. A copy of the questionnaire along with the user’s responses is included as Appendix I.

4.4 Interview with Property Co-Owner. We interviewed property co-owner Chris Rider by telephone on March 1, 2024. Mr. Rider stated that he has owned the land for

19 years and that it is primarily forested with a selective cut 6 years ago. He further stated that he leveled a part of the property 5 years ago to make a hay field. He is not aware of any dumping on the property except for some defective bricks and rusty metal pieces that he occasionally encounters that are a remnant of the use of the property as a brickyard from 1850 to 1950 by the Eno family. Mr. Rider stated that he is not aware of any releases of oil or hazardous materials at the property.

4.5 Exeter, East Kingston and Kensington Fire Departments. We inquired with the Exeter, East Kingston and Kensington Fire Department by email and telephone to ask if they had knowledge of any releases of oil or hazardous materials or other environmental issues at the subject property. In a response on March 4, 2024, Exeter Deputy Fire Chief Jason Fritz stated, "Per our conversation I completed a 20 year look back in our database and do not have any record of any HazMat incidents, no above ground or below ground storage tanks, nor any environmental issues at that location. Please contact me if you have any further questions or concerns." The fire departments of East Kingston and Kensington did respond to our requests for information. This data gap is not considered to be significant considering the undeveloped nature of those parcels and the other information gathered as part of this assessment.

4.6 Exeter, East Kingston and Kensington Building Departments. We inquired with the Exeter, East Kingston and Kensington Building Departments by email and telephone to ask if they had knowledge of any releases of oil or hazardous materials or other environmental issues at the subject property. In a response on February 29, 2024, Exeter Building Inspector Doug Eastman stated, "I am not aware of any hazardous material at the site at Powder Mill Rd. This was all woods and fields prior to the excavation done." In a response on February 29, 2024, East Kingston Building Inspector Kip Kaiser stated that there was an Alteration of Terrain Permit issued by the state in 2021 and also a Planning Board note from a Public Hearing on October 30, 2023 where a member of the public stated that part of the land was once used to recycle old oil tanks. Mr. Jeremy Lougee of SELT responded that the recycling

operation had ceased and that the area had been restored to a field. The Kensington building inspector did not respond to our request for information. This data gap is not considered to be significant considering the undeveloped nature of the Kensington parcel and the other information gathered as part of this assessment.

4.7 Government Records Database Search. The subcontract firm of EDR was used to provide us with a database search of properties and sites that are of environmental concern including Federal, State and Tribal Equivalents. The results of the EDR database search are presented in Appendix II of this report.

Subject Property. The subject property is not listed as a site in the databases that were searched.

Sites within 0.50± Mile Search Distance. As shown on the search maps and corresponding search summaries provided in Appendix II, there are 4 sites of environmental concern located within the standard search distance of the subject property. We have reviewed the listed sites using the DES OneStop database.

One of the sites known as the "Exeter Abandoned Dump Site" is located 900± feet to the north-northeast of the subject property. The site is an old burn landfill operated by the town of Exeter. There is no documented groundwater contamination at the landfill site and groundwater flow beneath the site is towards the Exeter River, away from the subject property.

Based upon the information reviewed and the location of the sites relative to the subject property, it is our opinion that none of the sites listed in the EDR search report have the potential to adversely impact the subject property, including vapor encroachment.

5.0 SITE RECONNAISSANCE

5.1 Subject Property. A walkover of the subject property was performed by Julie Shope of Exeter Environmental Associates, LLC on March 13, 2024. The perimeter of the property was walked as accessible, along with portions of the property interior. Selected photographs of the subject property taken at the time of our walkover are provided in the Photographs section of this report, including two low-angle aerial photographs. A plan showing geo-located photograph points and the track of the site walk is included as Figure 3.

The walkover was initiated from the end of the gravel entrance road on Lot 3 and proceeded across the property in a general counter-clockwise direction. The northern tip of the property was observed to have been recently cleared and leveled (Photos #1, #2) with earth-moving equipment parked along the edge of the clearing.

Several unpaved trails traverse through the wooded portion of the property. One of the trails in west-central portion of the property is shown in Photo #3. Forest and wetlands in the west-central portion of the property are shown in Photo #4.

Brickyard Brook, a tributary to Great Brook, was observed to be running clear in the southwest corner of the property (Photo #5). A south-facing view of the woods leading down to Great Brook is shown in Photo #6.

Forest along the southern property boundary is shown in Photo #7 and forested land on Lot 4 in Kensington is shown in Photo #8.

Photo #9 shows a northwest facing view of the fields surrounding the excluded area on Lots 3 and 4. Photo #10 shows the gravel access road that provides access to the potential reserved rights area and Photo #11 shows the parked vehicles. Photo #12

shows the storage units, farm-related equipment and construction materials stored on Lot 3 in the northern portion of the property.

No significant areas of debris were observed during the site walk.

5.2 Abutters to Subject Property. The property is bordered by undeveloped or residential land on all sides. No items of environmental concern were observed on the abutting properties, as viewed from the subject property.

6.0 FINDINGS and OPINIONS

We have performed a Phase I Environmental Site Assessment of the Rider - Edelweiss II property located off Powder Mill Road in Exeter, East Kingston and Kensington, New Hampshire (subject property). The assessment has been conducted in general conformance with the scope and limitations of ASTM Practice E1527-21, which satisfies the EPA's "All Appropriate Inquiries" rule (40 CFR Part 312). Any exceptions to, or deletions from, this practice are described in Section 7.0 of this report.

It is the intent of this assessment to evaluate the subject property for the presence of recognized environmental conditions. As defined in the American Society of Testing Materials (ASTM) Practice E1527-21, the term recognized environmental condition (REC) means (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The term is not intended to apply to *de-minimus* conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be subject to

enforcement action by government agencies.

In summary, this assessment has not identified any recognized environmental conditions to be associated with the subject property.

7.0 LIMITATIONS

This Phase I assessment was performed in general accordance with the scope of work and limitations of ASTM Practice E1527-21, which satisfies the EPA's "All Appropriate Inquiries" rule (40 CFR Part 312).

Our work scope for this assessment has included the following tasks: a site walkover, research into the site history, a review of available local and state records, and preparation of this report. The minimum search distance for review of nearby properties with environmental concerns was defined as 0.50± miles from the property, except for NPL sites and RCRA CORRACT facilities that have a search distance of 1.0± miles.

No subsurface investigations were performed as part of this Phase I assessment. Furthermore, this assessment did not include an inspection of the subject property for the following items: wetlands, pesticides in soil, radon, PFAS; or asbestos, lead paint and PCBs in building materials.

The user of this report has not notified us of any recognized environmental conditions that are beyond the scope of this work, such as environmental liens, or recorded activity and land use limitations at the subject property.

The conclusions presented in this report are based upon the information available to Exeter Environmental Associates, LLC, as of the date of this report. Any supplementary information that becomes available should be forwarded to Exeter

Environmental Associates, LLC for review and revisions as needed. This report has been prepared in accordance with our standard *Terms and Conditions*. No other warranty, expressed or implied, is made.

FIGURES

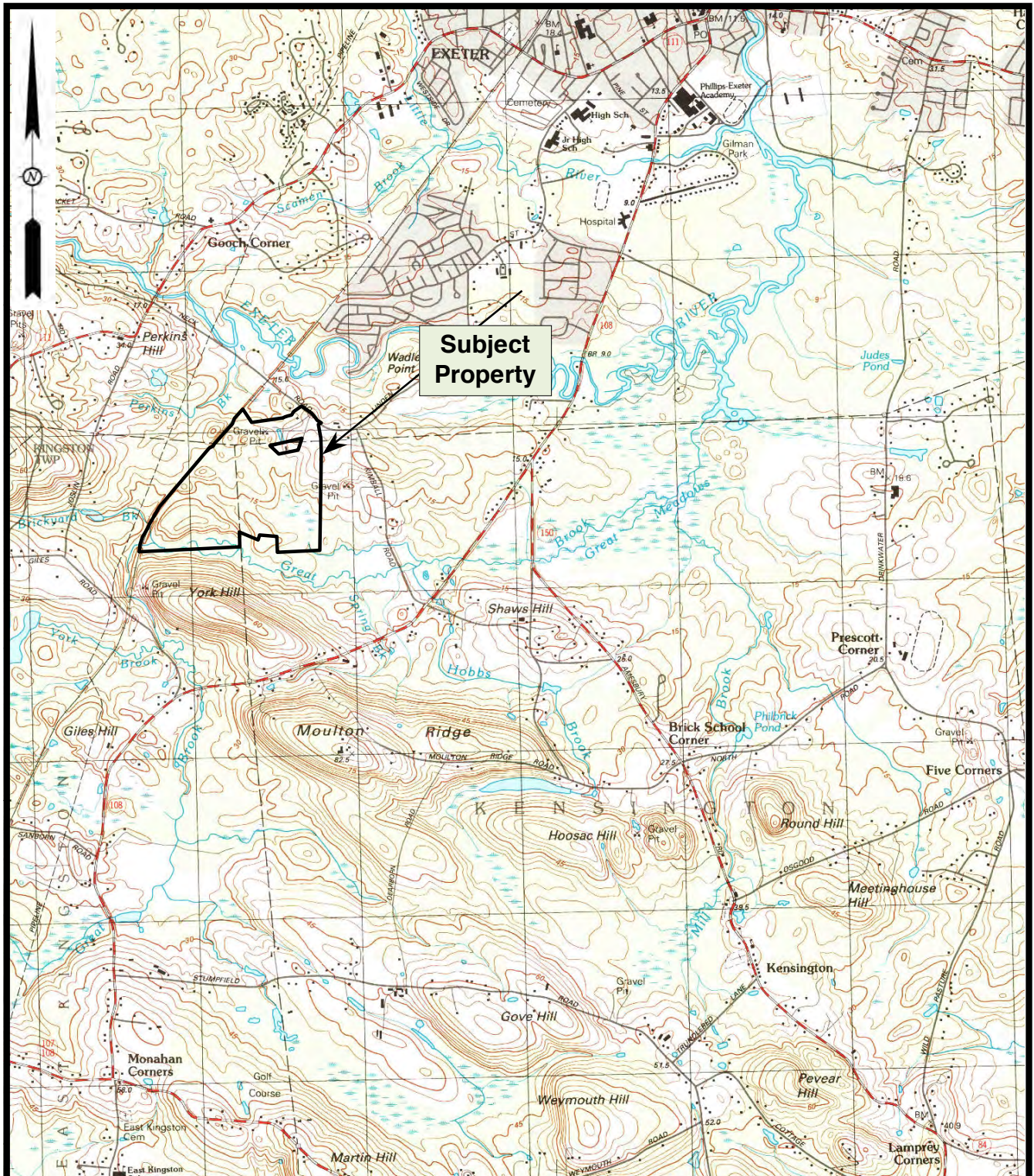
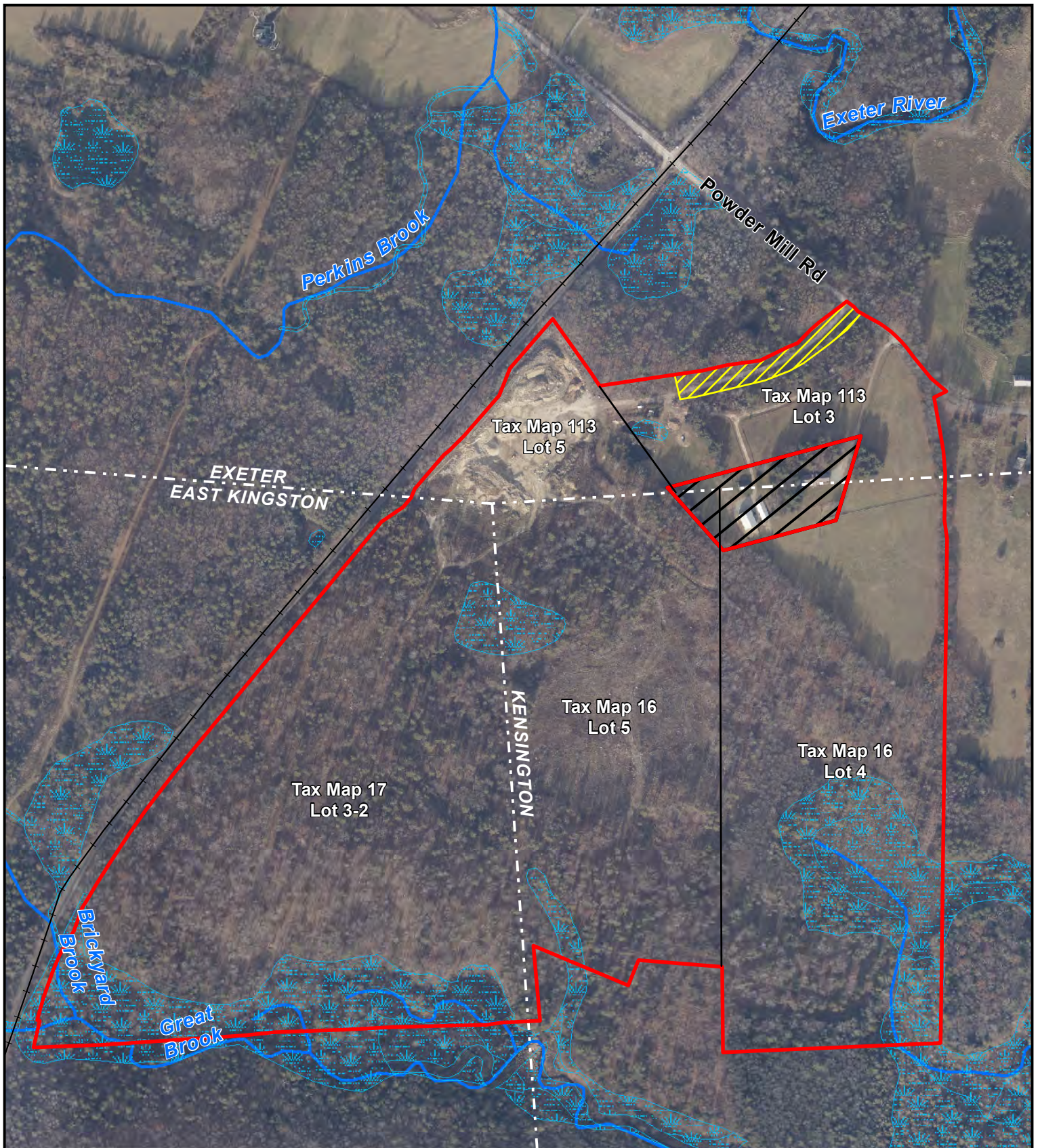




Figure 1. USGS Locus Map
 Rider - Edelweiss II Property
 Exeter, East Kingston and Kensington, NH






 Proposed Easement Boundary (~152 acres)

 Proposed Excluded Area (~4 acres)

 Potential Reserved Right (~ 1.5 acres)

 Railroad

 Taxparcel

 Town boundary



1:6,000

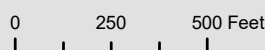


Figure 2 Rider Project
Aerial Map
 Kensington, East Kingston
 & Exeter, NH

Map prepared by
 Southeast Land Trust of NH
 September, 2023



Boundary and feature locations are approximate.

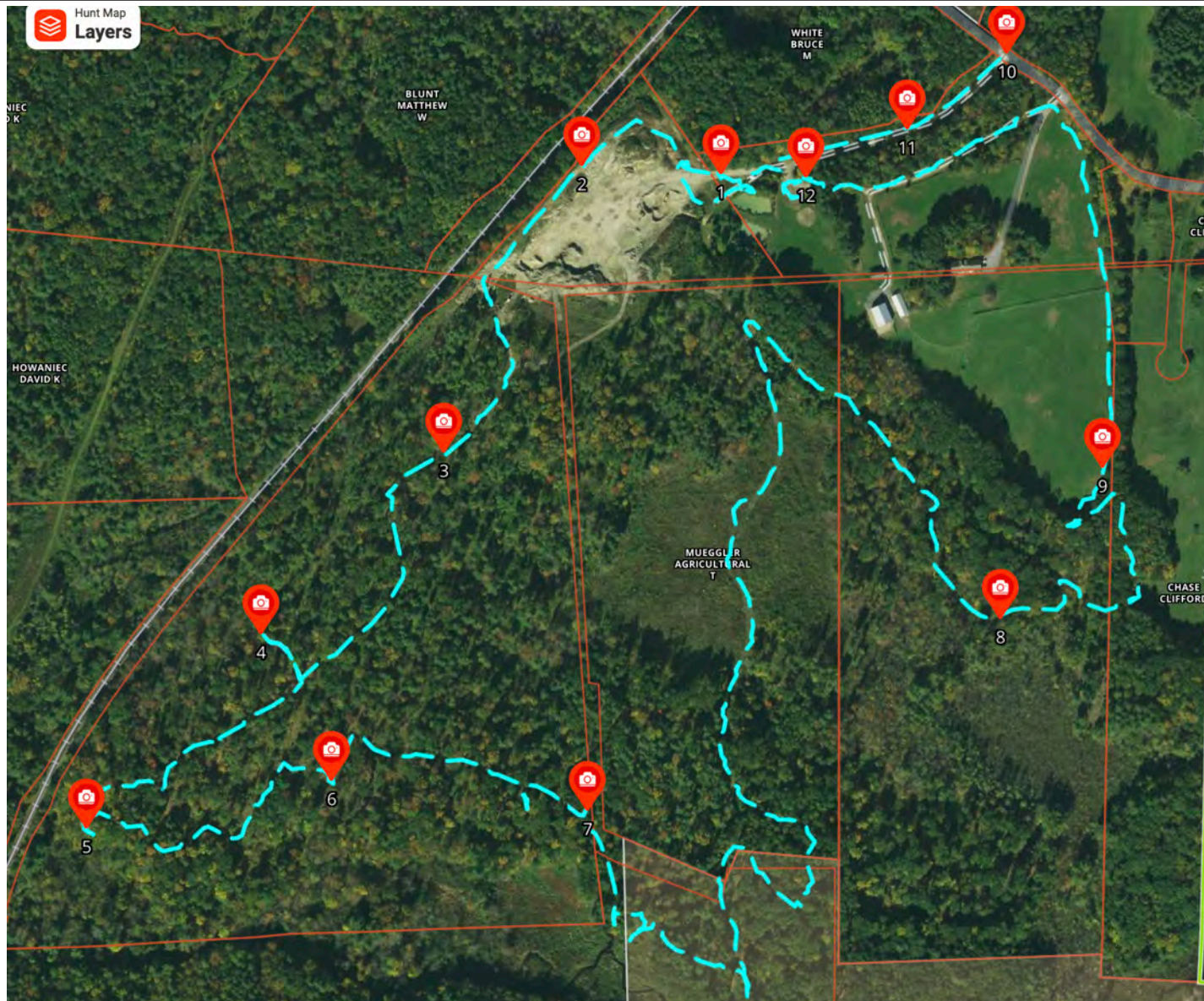


Figure 3. Photo Log and Site Walk Trace
Rider - Edelweiss II Property
Exeter, East Kingston and Kensington, New Hampshire

PHOTOGRAPHS

(March 13, 2024)



Easterly-facing, low-angle aerial photograph showing the fields surrounding the excluded house and outbuildings.



South-southeast-facing, low-angle aerial photograph showing the recently-cleared area in the foreground and the forested area in the background.



Photo #1. West-facing view of recently leveled area.



Photo #2. East-facing view of recently-leveled area.



Photo #3. Trail in west-central portion of the property.



Photo #4. Forest and wetlands in west-central portion of the property.



Photo #5. Brickyard Brook, tributary to Great Brook, in southwest corner of the property.



Photo #6. South facing view down to Great Brook.



Photo #7. Forested land along the southern property boundary.



Photo #8. Forest land on Lot 4 in Kensington with wetlands visible in the distance.



Photo #9. Northwest facing view of the fields surrounding the excluded area on Lots 3 and 4.



Photo #10. Southwest-facing view from Powder Mill Road of access road leading onto potential reserved rights area.

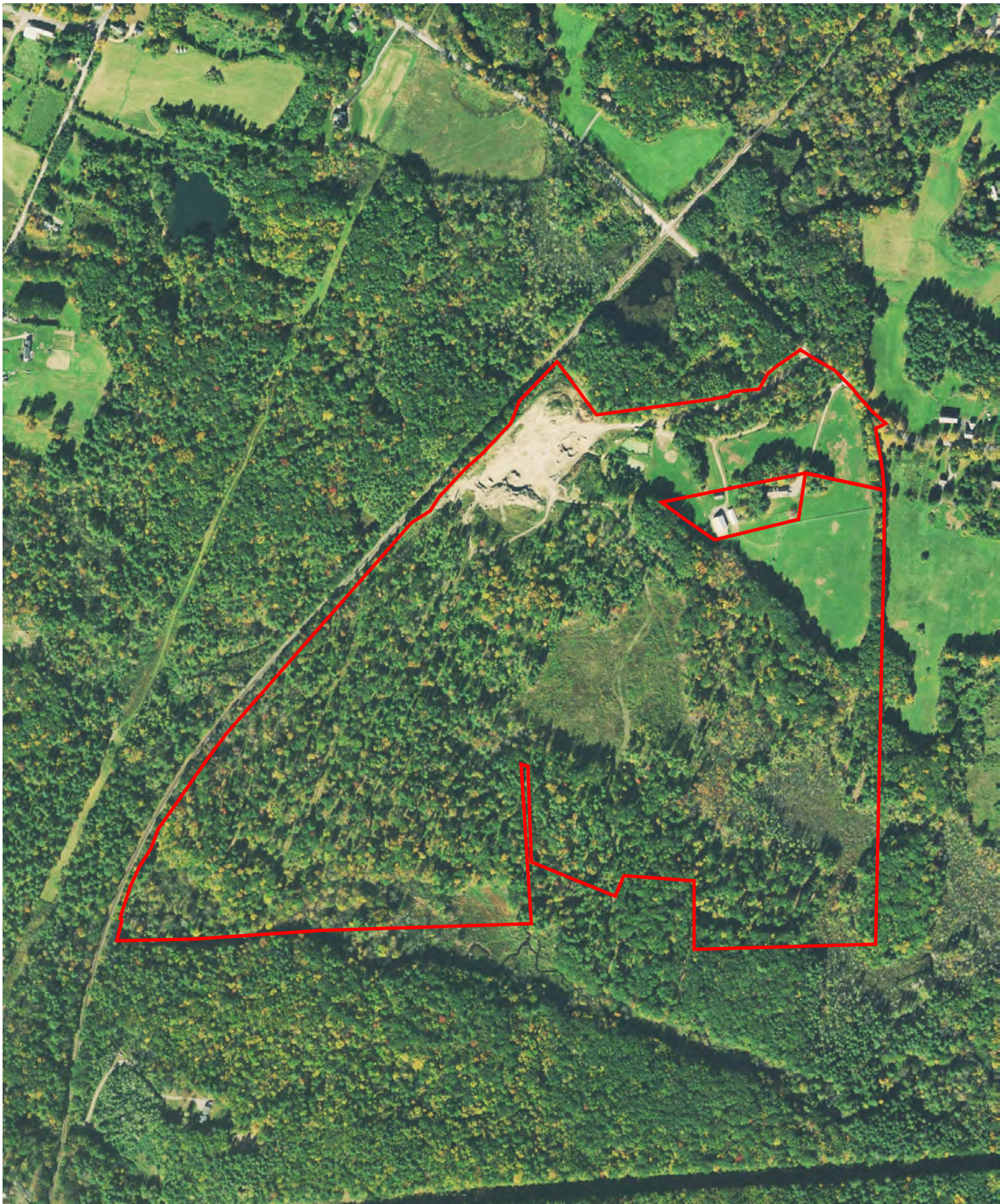


Photo #11. View of parked vehicles on potential reserved rights area.



Photo #12. Storage units, farm-related equipment and construction materials on Lot 3.

**HISTORIC AERIAL PHOTOGRAPHS
(EDR)**

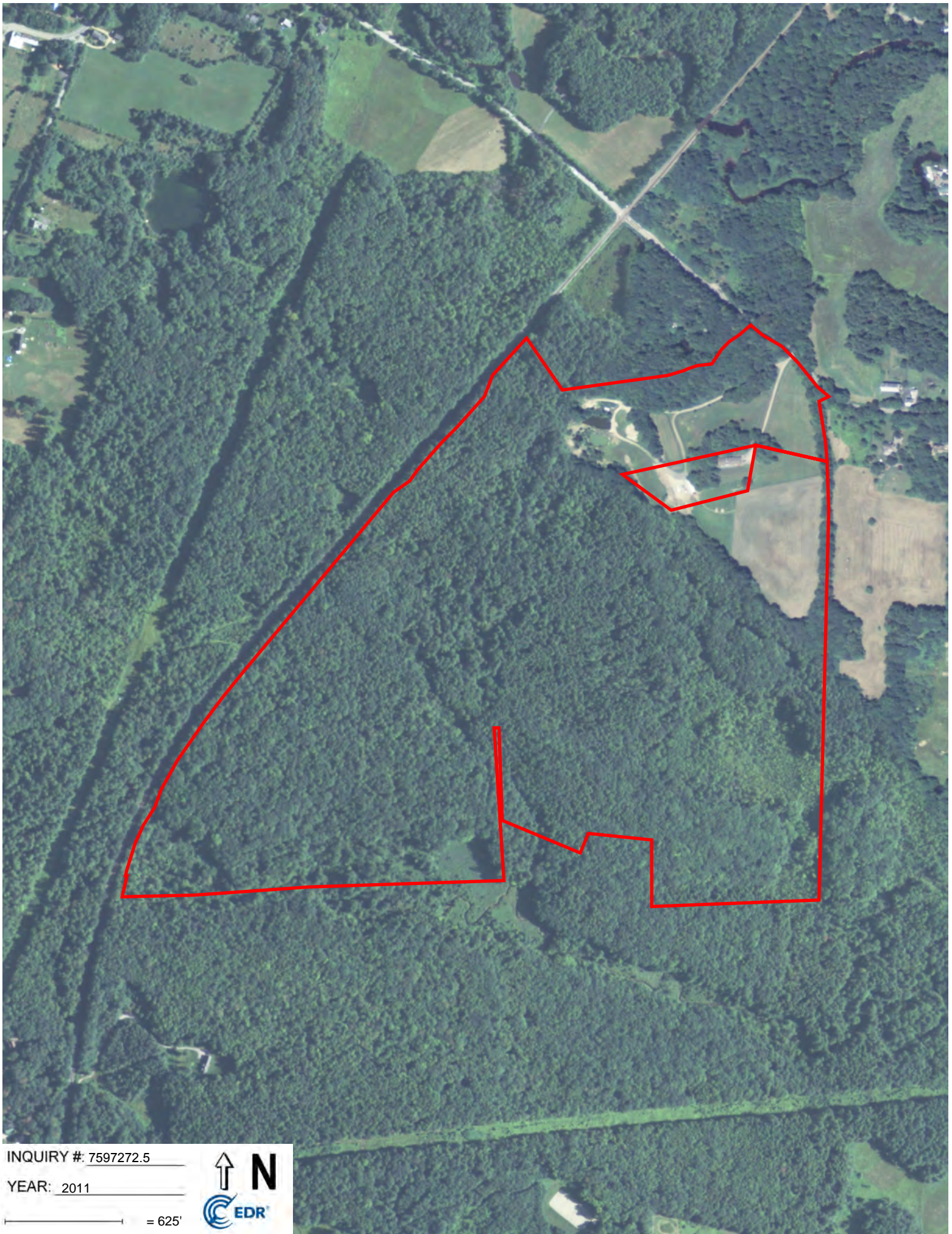


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YEAR: 2018

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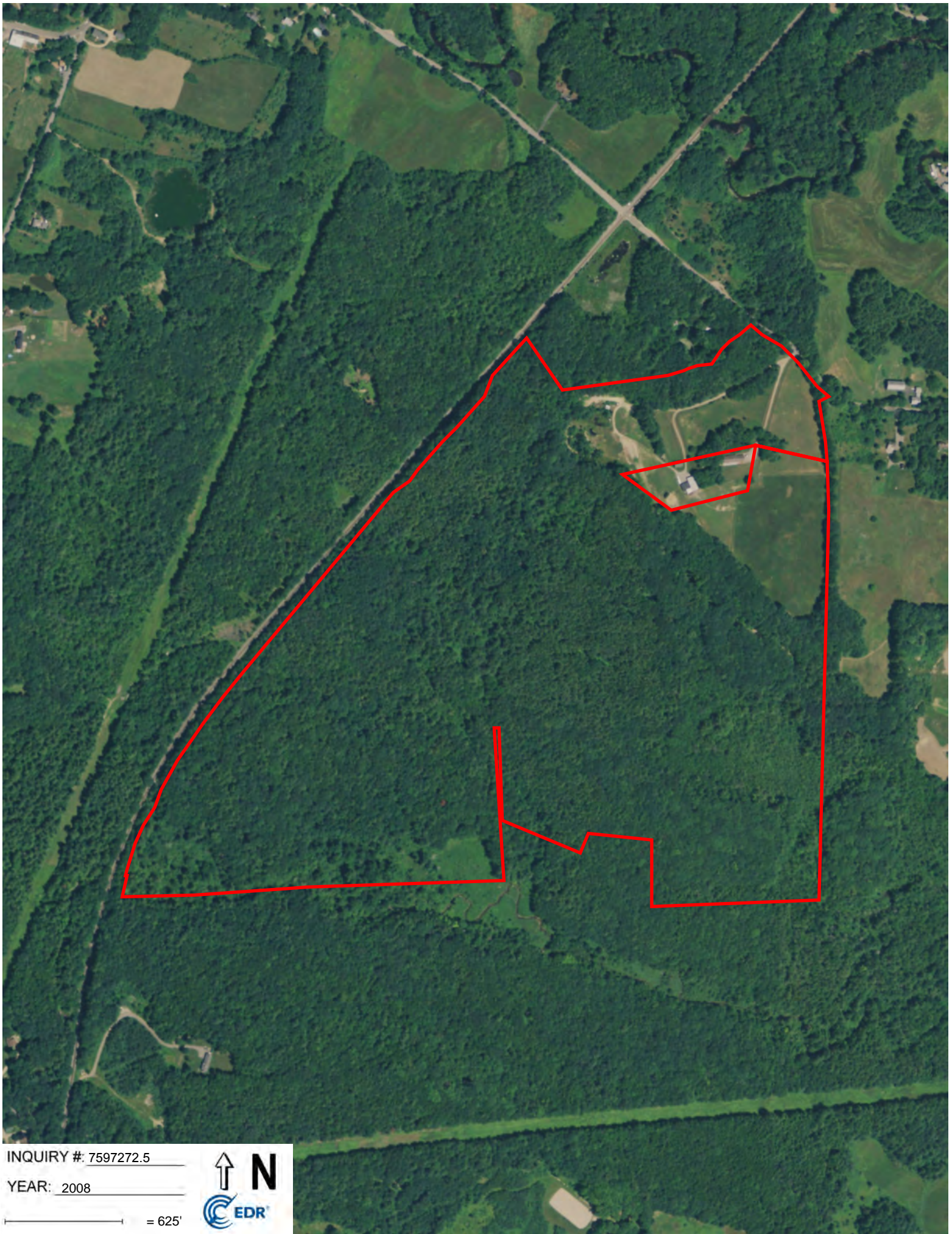


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YEAR: 2011

— = 625'



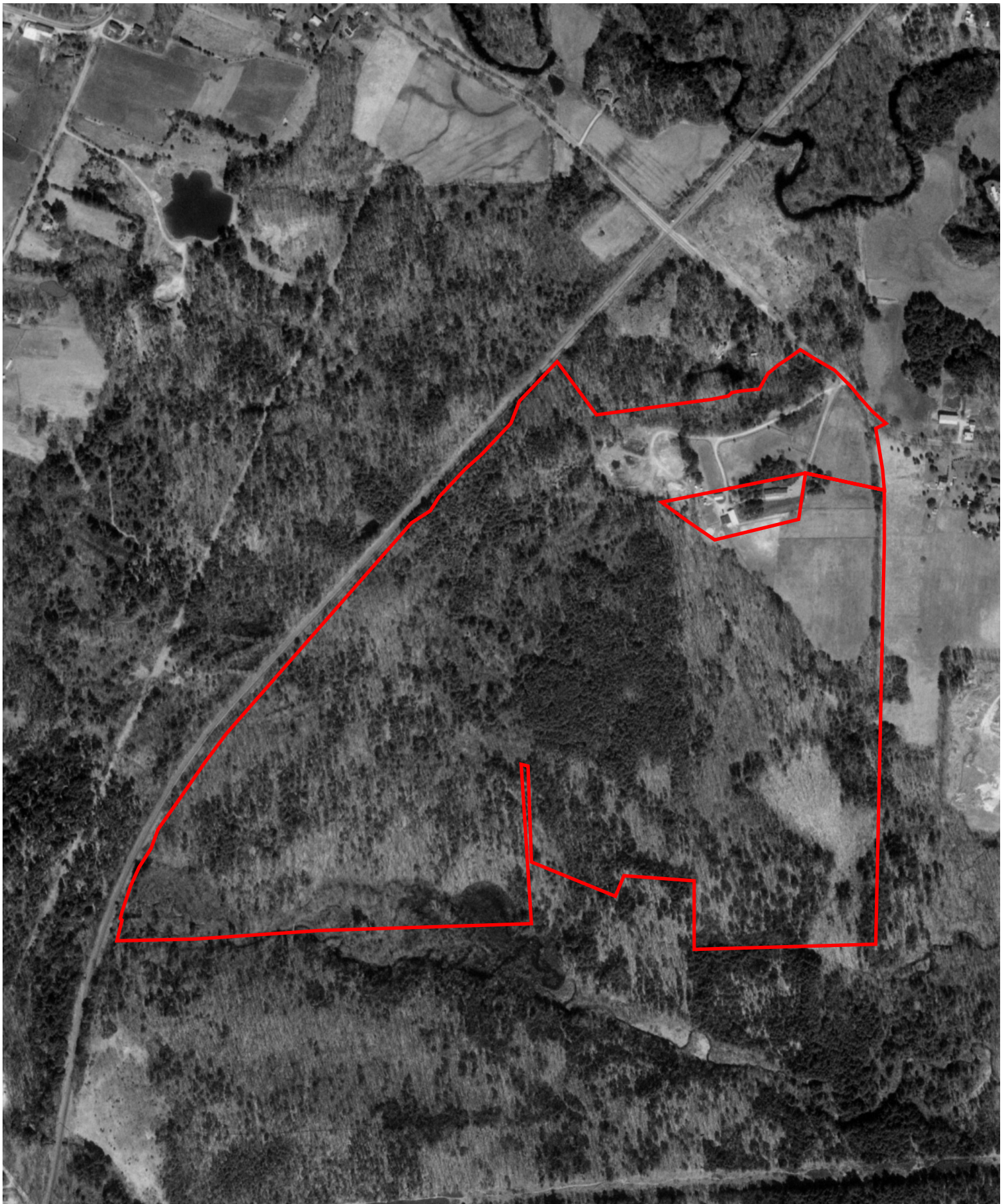


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YEAR: 2008

— = 625'



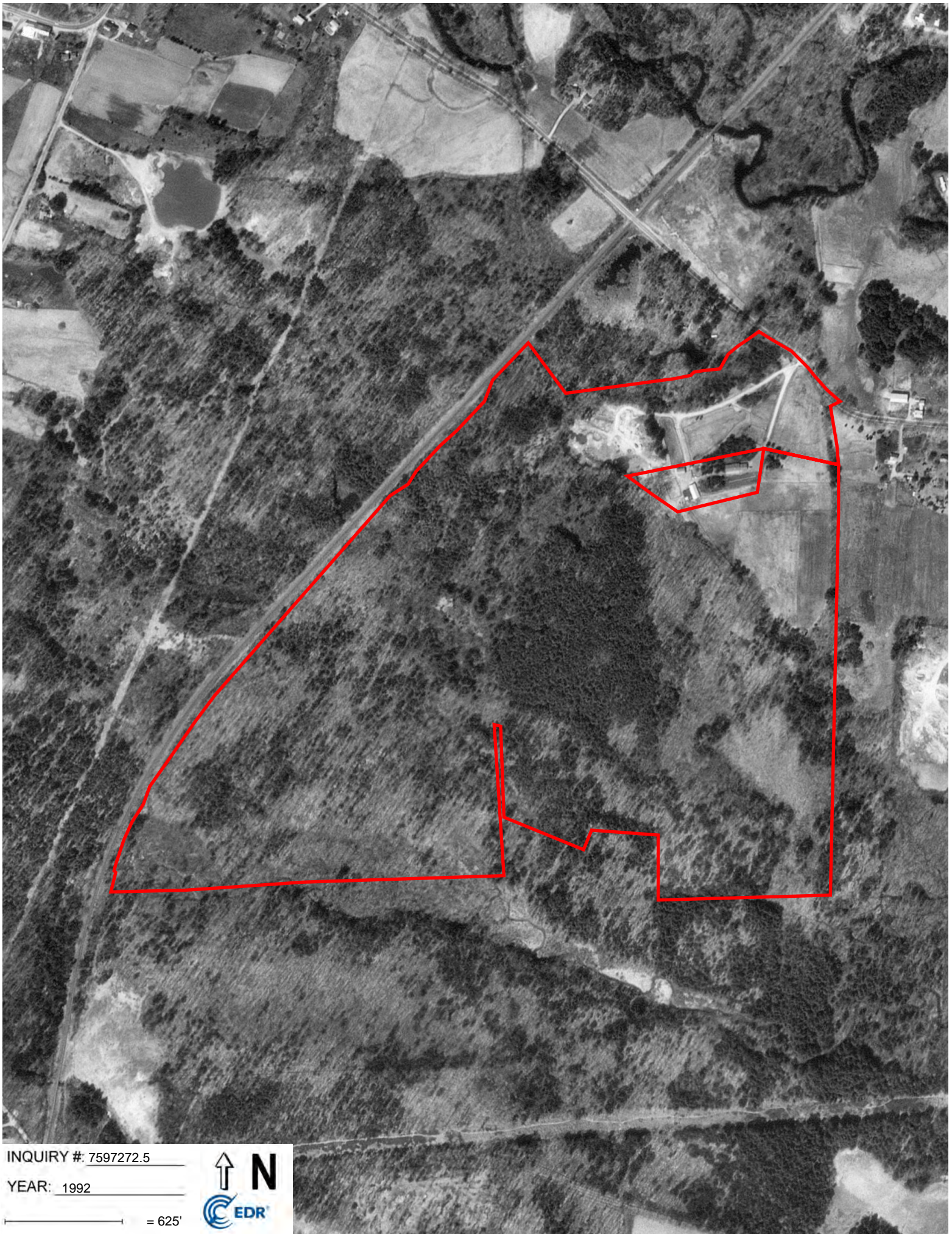


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YEAR: 1998

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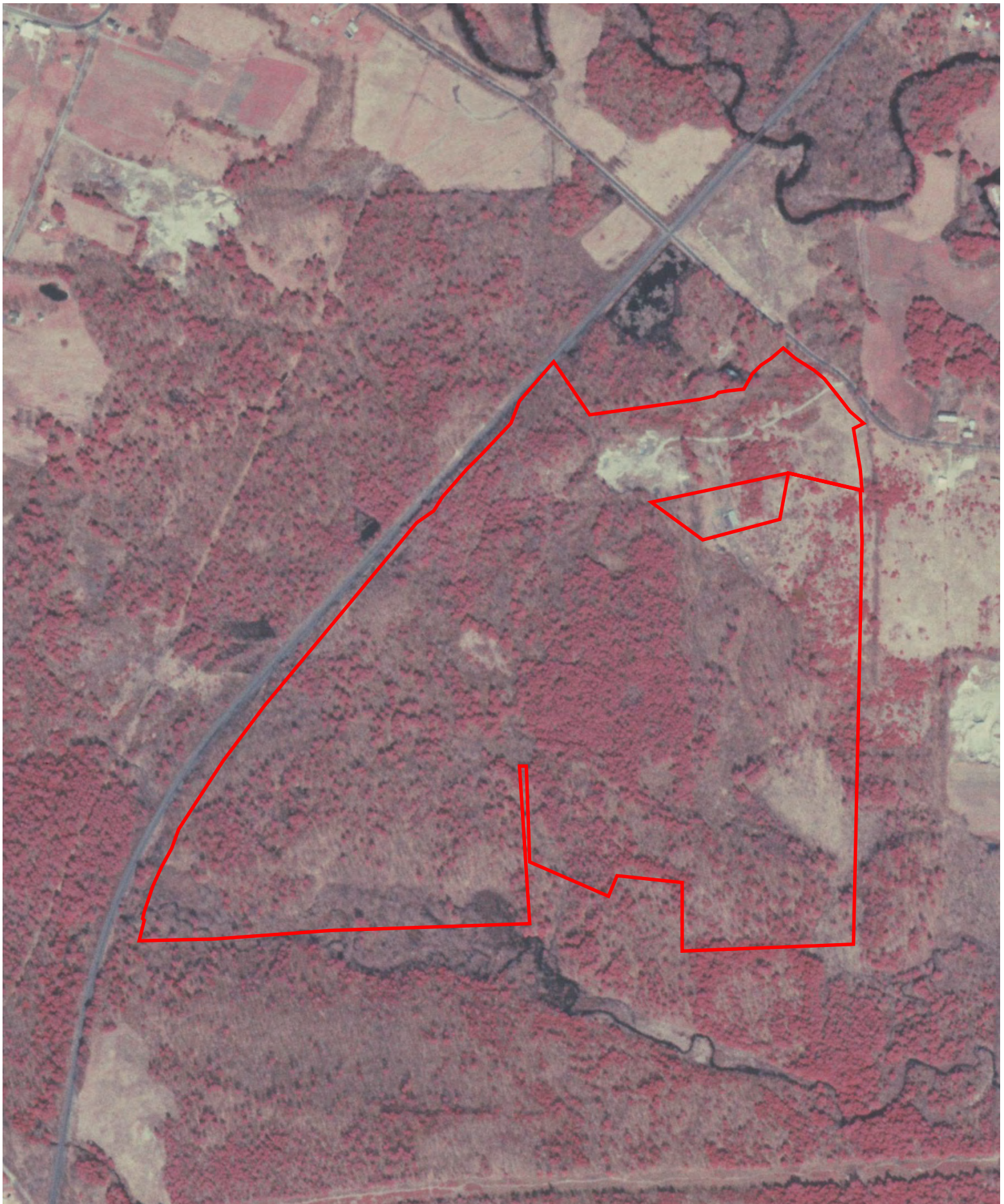


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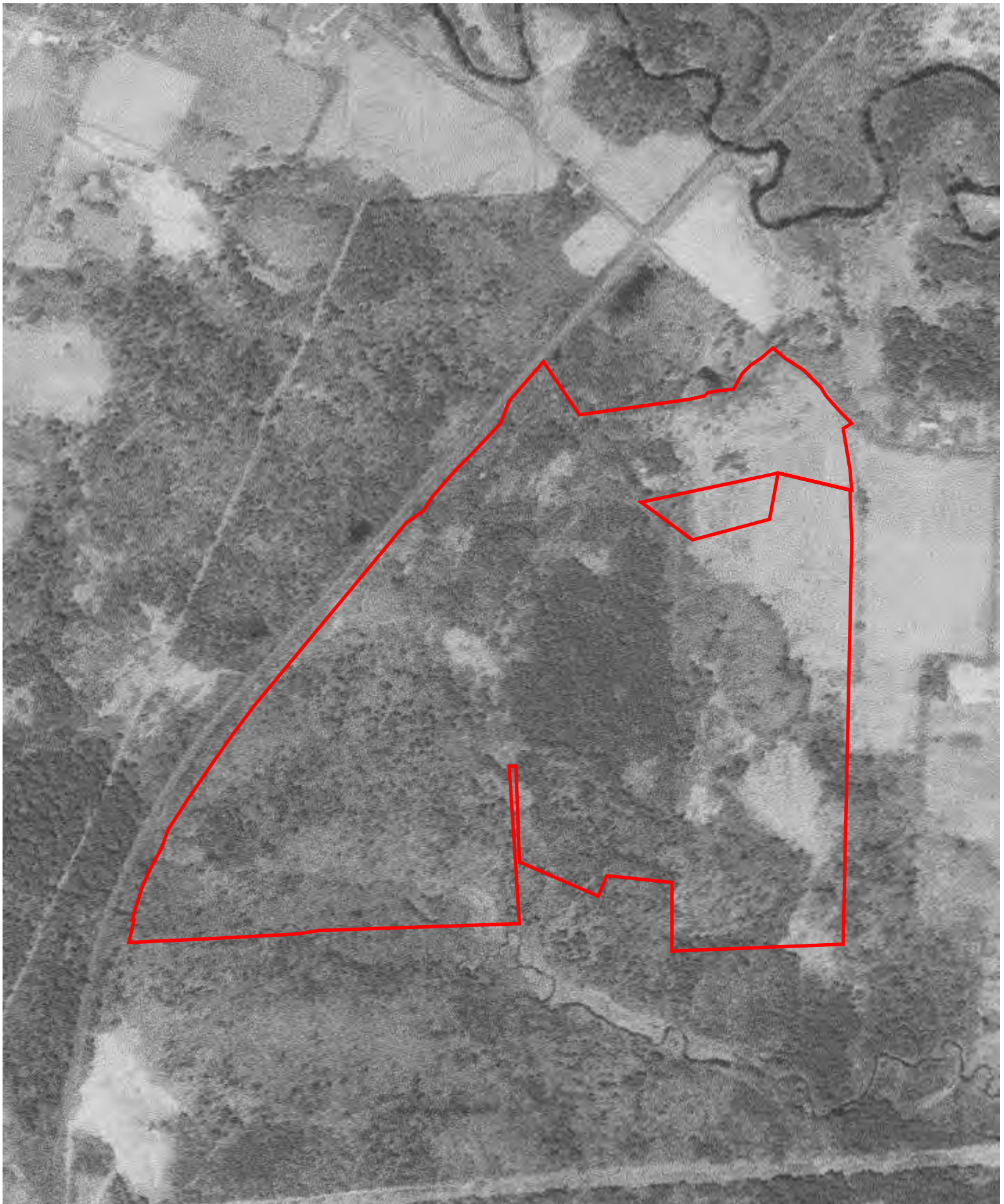


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YEAR: 1986

— = 625'



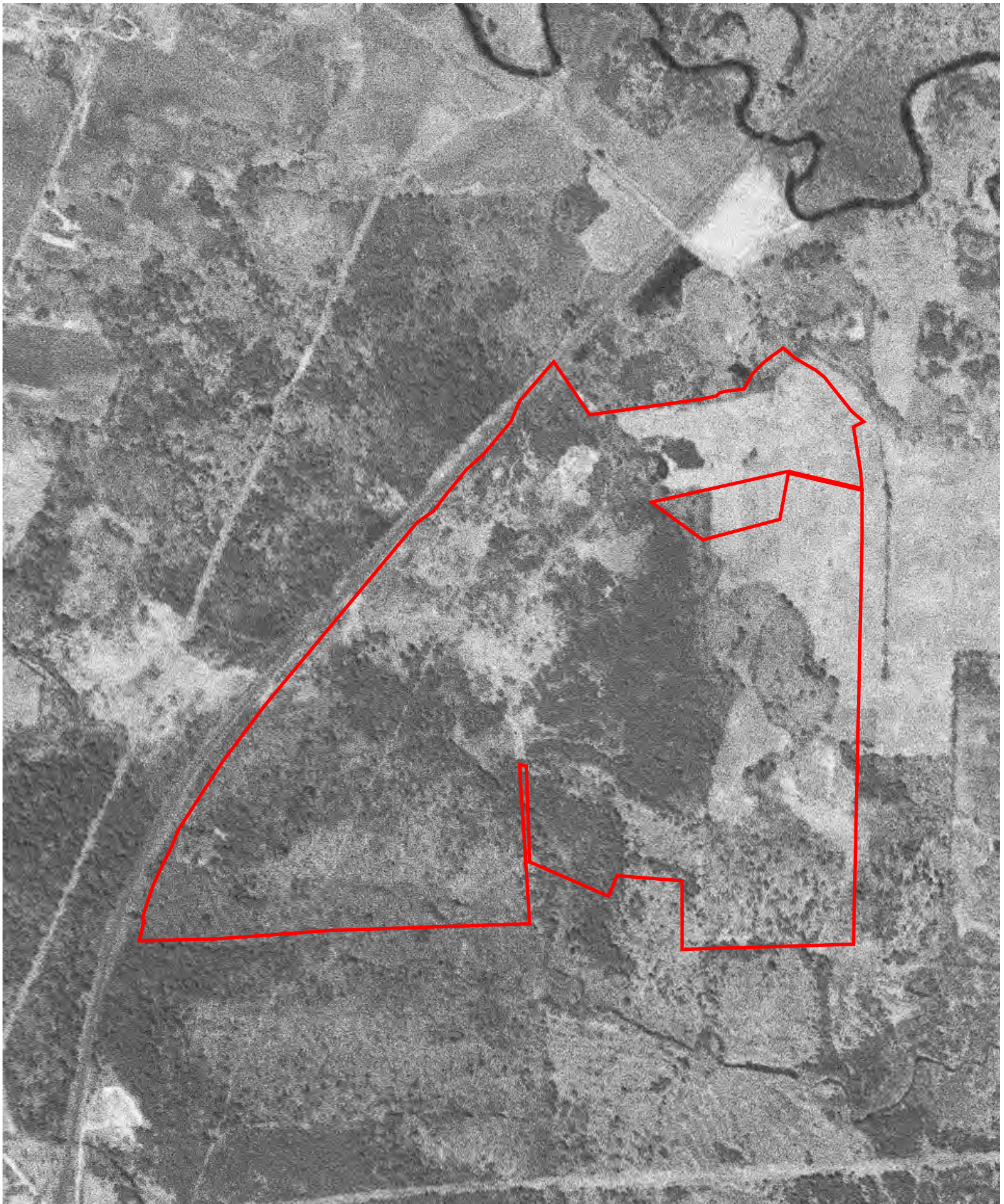


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YEAR: 1975

— = 625'



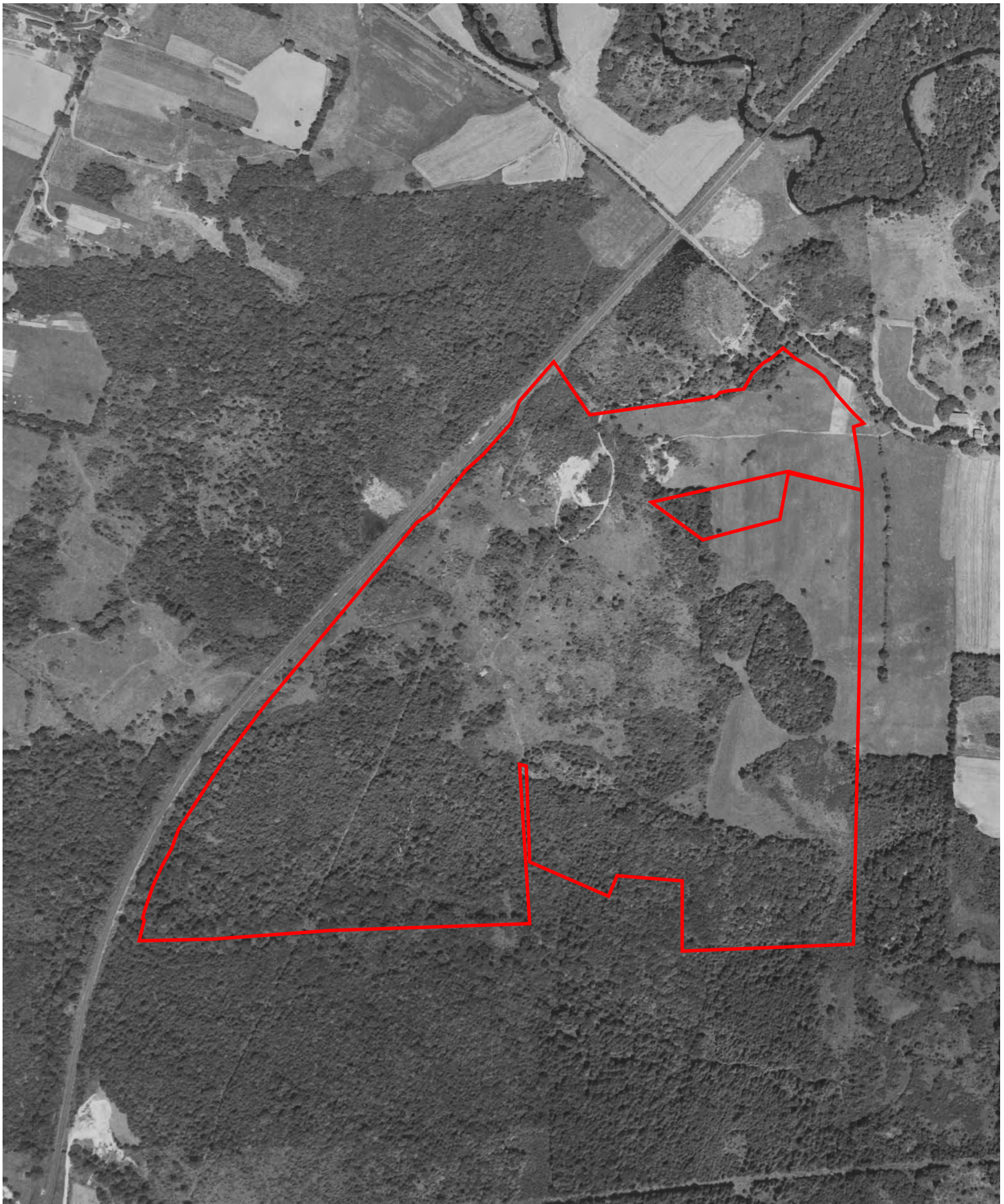


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YEAR: 1960

— = 625'





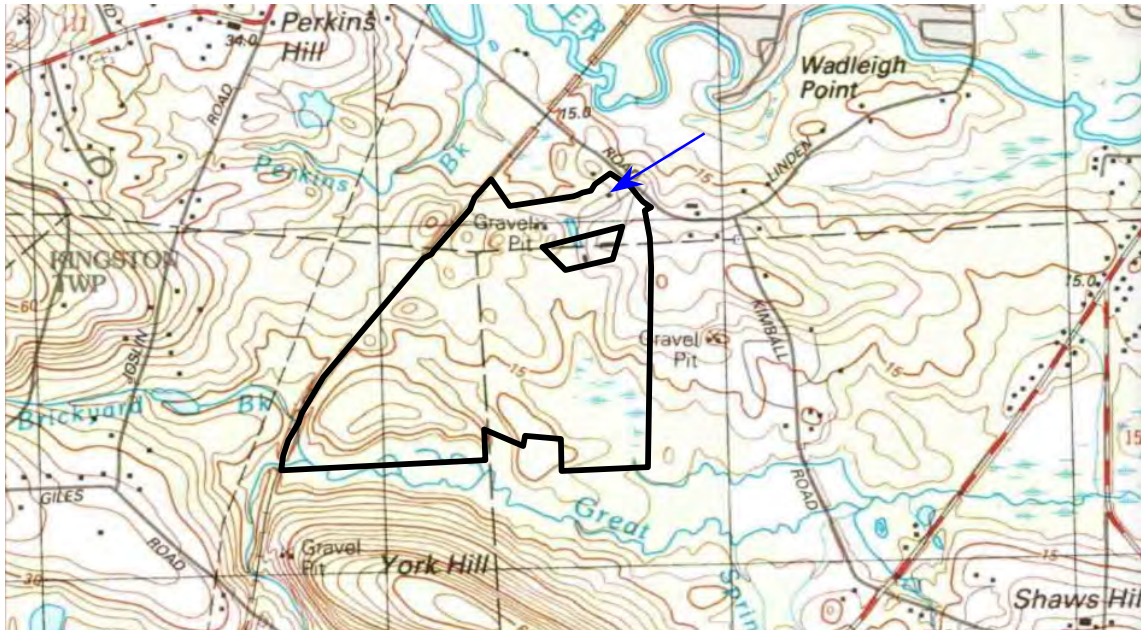
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YEAR: 1952

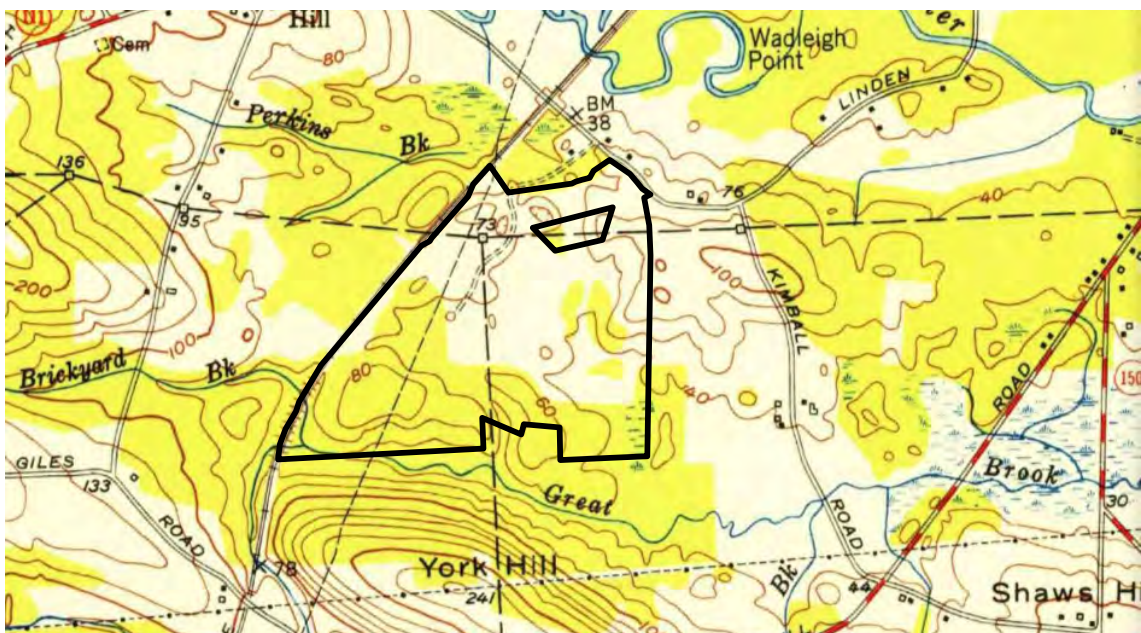
 = 625'



HISTORIC TOPOGRAPHIC MAPS



1998 map showing the property as primarily undeveloped. One small structure is visible along Powder Mill Road.



1952 map showing the property as undeveloped.

APPENDIX I

User Questionnaire



PHASE I ENVIRONMENTAL ASSESSMENT - USER QUESTIONNAIRE

Property: Rider Edelweiss II Property (156 acres)
Powder Mill Road, Exeter, E Kingston & Kensington, NH
User: Southeast Land Trust of NH
Completed By: Duane Hyde
Date Completed: 3/15/2024

(1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?

Title work has been completed and no environmental liens were documented.

(2) Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

Title work has been completed and no AULs were documented.

(3) Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

I have no specialized knowledge of this property or nearby properties.

(4) Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

The purchase price is a bargain sale (i.e., partial donation). To the best of my knowledge the bargain sale is being made for charitable and conservation ethos purposes and has nothing to do with any possible contamination on the property.

(5) Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a) Do you know the past uses of the property?

I have not been to the property and do not know the past uses.

(b) Do you know of specific chemicals that are present or once were present at the property?

I have not been to the property and don't know anything about chemicals that are/were present.

(c) Do you know of spills or other chemical releases that have taken place at the property?

Not to my knowledge.

(d) Do you know of any environmental cleanups that have taken place at the property?

Not to my knowledge.

(6) Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?

I have not been on the property, our prior project manager has and he did not share any obvious indicators.

APPENDIX II

EDR Government Records Report

Powder Mill Road

Powder Mill Road
Exeter, NH 03833

Inquiry Number: 7597272.2s
March 19, 2024

EDR Summary Radius Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	11
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527 - 21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E2247 - 16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E1528 - 22) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

POWDER MILL ROAD
EXETER, NH 03833

COORDINATES

Latitude (North): 42.9574320 - 42° 57' 26.75"
Longitude (West): 70.9818960 - 70° 58' 54.82"
Universal Transverse Mercator: Zone 19
UTM X (Meters): 338340.5
UTM Y (Meters): 4757778.5
Elevation: 64 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: TP
Source: U.S. Geological Survey

Target Property: W
Source: U.S. Geological Survey

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20181016
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:
 POWDER MILL ROAD
 EXETER, NH 03833

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	EXETER ABANDONED DUM	POWDER MILL ROAD	SWF/LF, ALLSITES	Lower	747, 0.141, NNE
2	DENSEN CONST RESIDEN	268 HAVERHILL ROD	ALLSITES	Higher	2224, 0.421, SSE
3	MERRILL	275 N HAVERHILL RD	ALLSITES	Lower	2300, 0.436, SE
4	EXETER RIVER LANDING	317 EXETER RIVER LAN	ALLSITES	Lower	2580, 0.489, NE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: A review of the SWF/LF list, as provided by EDR, and dated 10/05/2023 has revealed that there is 1 SWF/LF site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>EXETER ABANDONED DUM</i> Status: NOT OPERATING	<i>POWDER MILL ROAD</i>	<i>NNE 1/8 - 1/4 (0.141 mi.)</i>	<i>1</i>	<i>8</i>

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Hazardous waste / Contaminated Sites

ALLSITES: A review of the ALLSITES list, as provided by EDR, and dated 10/31/2023 has revealed that there are 4 ALLSITES sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DENSEN CONST RESIDEN Facility Id: 201608051 Project Manager: REGISTRATION	268 HAVERHILL ROD	SSE 1/4 - 1/2 (0.421 mi.)	2	8
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>EXETER ABANDONED DUM</i> Facility Id: 199101031	<i>POWDER MILL ROAD</i>	<i>NNE 1/8 - 1/4 (0.141 mi.)</i>	<i>1</i>	<i>8</i>

EXECUTIVE SUMMARY

Project Manager: UNASSIGNED				
MERRILL	275 N HAVERHILL RD	SE 1/4 - 1/2 (0.436 mi.)	3	8
Facility Id: 200411022				
Project Manager: REGISTRATION				
EXETER RIVER LANDING	317 EXETER RIVER LAN	NE 1/4 - 1/2 (0.489 mi.)	4	8
Facility Id: 201410046				
Project Manager: REGISTRATION				

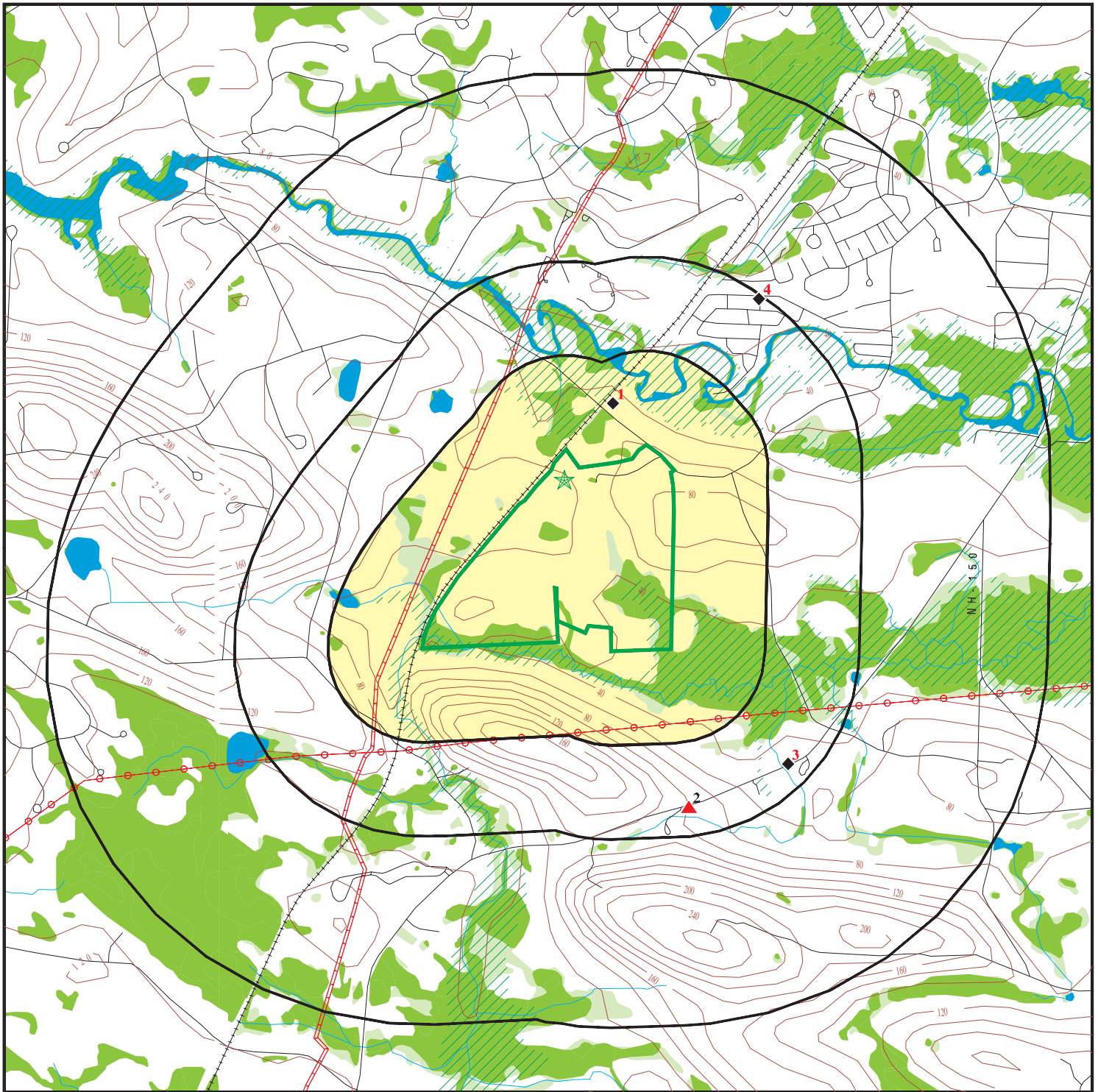
Count: 0 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
------	--------	-----------	--------------	-----	-------------

NO SITES FOUND

OVERVIEW MAP - 7597272.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites



Indian Reservations BIA

Power transmission lines

Pipelines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

State Wetlands

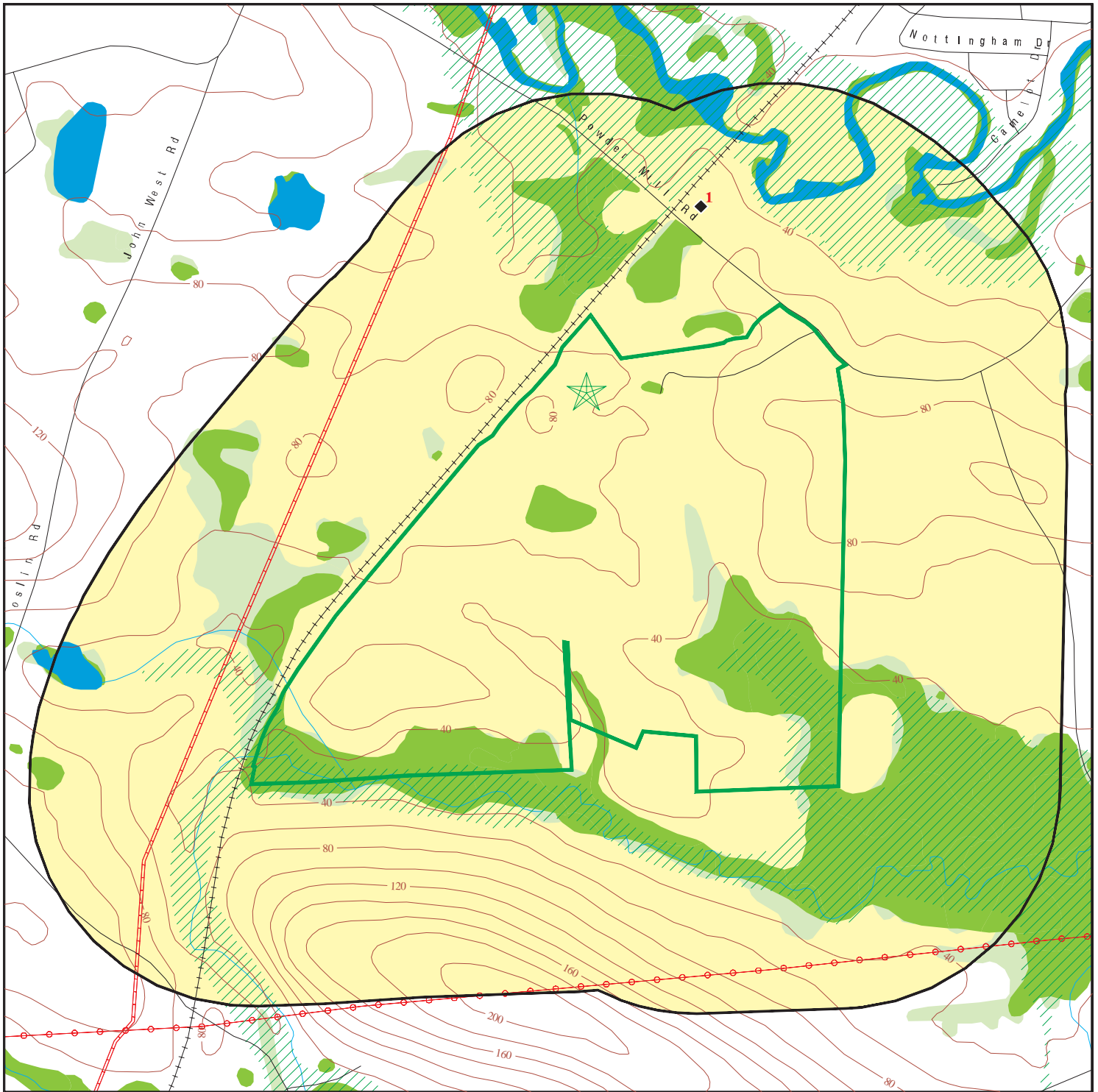


This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Powder Mill Road
 ADDRESS: Powder Mill Road
 Exeter NH 03833
 LAT/LONG: 42.957432 / 70.981896

CLIENT: Exeter Environmental Assoc Inc
 CONTACT: Steven Shope
 INQUIRY #: 7597272.2s
 DATE: March 19, 2024 1:14 pm

DETAIL MAP - 7597272.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

Power transmission lines

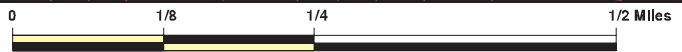
Pipelines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

State Wetlands



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

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 Exeter NH 03833
 LAT/LONG: 42.957432 / 70.981896

CLIENT: Exeter Environmental Assoc Inc
 CONTACT: Steven Shope
 INQUIRY #: 7597272.2s
 DATE: March 19, 2024 1:14 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Lists of Federal NPL (Superfund) sites</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<i>Lists of Federal Delisted NPL sites</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<i>Lists of Federal CERCLA sites with NFRAP</i>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA facilities undergoing Corrective Action</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Lists of Federal RCRA TSD facilities</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA generators</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	TP		NR	NR	NR	NR	NR	0
<i>Lists of state- and tribal hazardous waste facilities</i>								
SHWS	1.000		0	0	0	0	NR	0
<i>Lists of state and tribal landfills and solid waste disposal facilities</i>								
SWF/LF	0.500		0	1	0	NR	NR	1
<i>Lists of state and tribal leaking storage tanks</i>								
LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LAST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal registered storage tanks</i>								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
<i>State and tribal institutional control / engineering control registries</i>								
INST CONTROL	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal voluntary cleanup sites</i>								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal brownfield sites</i>								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
<i>Local Brownfield lists</i>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
ALLSITES	0.500		0	1	3	NR	NR	4
CDL	TP		NR	NR	NR	NR	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
<i>Local Land Records</i>								
LIENS	TP		NR	NR	NR	NR	NR	0
LIENS 2	TP		NR	NR	NR	NR	NR	0
<i>Records of Emergency Release Reports</i>								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0
<i>Other Ascertainable Records</i>								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
MINES MRDS	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
PFAS NPL	0.250		0	0	NR	NR	NR	0
PFAS FEDERAL SITES	0.250		0	0	NR	NR	NR	0
PFAS TSCA	0.250		0	0	NR	NR	NR	0
PFAS TRIS	0.250		0	0	NR	NR	NR	0
PFAS RCRA MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS ATSDR	0.250		0	0	NR	NR	NR	0
PFAS WQP	0.250		0	0	NR	NR	NR	0
PFAS NPDES	0.250		0	0	NR	NR	NR	0
PFAS ECHO	0.250		0	0	NR	NR	NR	0
PFAS ECHO FIRE TRAINING	0.250		0	0	NR	NR	NR	0
PFAS PART 139 AIRPORT	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM NRC	0.250		0	0	NR	NR	NR	0
BIOSOLIDS	TP		NR	NR	NR	NR	NR	0
PFAS	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
AQUEOUS FOAM	0.250		0	0	NR	NR	NR	0
AIRS	TP		NR	NR	NR	NR	NR	0
ASBESTOS	TP		NR	NR	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	TP		NR	NR	NR	NR	NR	0
LEAD	TP		NR	NR	NR	NR	NR	0
MANIFEST	0.250		0	0	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
UST FINDER	0.250		0	0	NR	NR	NR	0
UST FINDER RELEASE	0.500		0	0	0	NR	NR	0
<u>EDR HIGH RISK HISTORICAL RECORDS</u>								
<i>EDR Exclusive Records</i>								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
<u>EDR RECOVERED GOVERNMENT ARCHIVES</u>								
<i>Exclusive Recovered Govt. Archives</i>								
RGA HWS	TP		NR	NR	NR	NR	NR	0
RGA LF	TP		NR	NR	NR	NR	NR	0
RGA LUST	TP		NR	NR	NR	NR	NR	0
- Totals --		0	0	2	3	0	0	5

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
1	NNE	1/8-1/4	0.141 mi. 747 ft.	EXETER ABANDONED DUMP SITE POWDER MILL ROAD EXETER, NH Click here for full text details Relative: Lower SWF/LF Status NOT OPERATING ALLSITES Facility Id 199101031 Project Manager UNASSIGNED	SWF/LF ALLSITES	S105771349	N/A
2	SSE	1/4-1/2	0.421 mi. 2224 ft.	DENSEN CONST RESIDENCE (LOT 13/2-2) 268 HAVERHILL ROD KENSINGTON, NH Click here for full text details Relative: Higher ALLSITES Facility Id 201608051 Project Manager REGISTRATION	ALLSITES	S118904709	N/A
3	SE	1/4-1/2	0.436 mi. 2300 ft.	MERRILL 275 N HAVERHILL RD KENSINGTON, NH Click here for full text details Relative: Lower ALLSITES Facility Id 200411022 Project Manager REGISTRATION	ALLSITES	S106697302	N/A
4	NE	1/4-1/2	0.489 mi. 2580 ft.	EXETER RIVER LANDING 317 EXETER RIVER LANDING EXETER, NH Click here for full text details Relative: Lower ALLSITES Facility Id 201410046 Project Manager REGISTRATION	ALLSITES	S117326587	N/A

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
NH	AIRS	Permitted Airs Facility Listing	Department of Environmental Services	11/27/2023	11/29/2023	02/22/2024
NH	ALLSITES	Site Remediation & Groundwater Hazard Inventory Listing of A	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	AQUEOUS FOAM	Aqueous Film Forming Foam Release Investigations Listing	Department of Environmental Services	02/14/2023	07/26/2023	10/12/2023
NH	ASBESTOS	Asbestos Notification Listing	Department of Environmental Services	11/09/2023	11/09/2023	02/06/2024
NH	AST	Registered Aboveground Petroleum Storage Tank Database	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	BROWNFIELDS	Brownfields Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	CDL	Clandestine Drug Lab Listing	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	DRYCLEANERS	Listing of Drycleaners	Department of Environmental Services	12/07/2023	12/07/2023	03/01/2024
NH	Financial Assurance 1	Financial Assurance Information Listing	Department of Environmental Services	10/10/2023	10/11/2023	12/29/2023
NH	Financial Assurance 2	Financial Assurance Information listing	Department of Environmental Services	10/06/2023	10/06/2023	12/29/2023
NH	Inst Control	Activity and Use Restrictions	Department of Environmental Services	12/07/2023	12/07/2023	03/01/2024
NH	LAST	Listing of All Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	LEAD	Lead Inspection Database	Department of Health & Human Services, Childh	10/16/2007	10/18/2007	11/13/2007
NH	LIENS	Environmental Liens Information Listing	Department of Environmental Services	01/17/2024	01/18/2024	02/08/2024
NH	LUST	Listing of All Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	NH MANIFEST	Hazardous Waste Manifest Information Listing	Department of Environmental Services	06/30/2019	07/23/2019	02/03/2020
NH	NH SPILLS	Listing of All Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	NPDES	NPDES Permit Listing	Department of Environmental Services	11/17/2023	11/20/2023	02/15/2024
NH	PFAS	PFAS Contamination Site Location Listing	Department of Environmental Services	06/30/2023	11/08/2023	12/13/2023
NH	RGA HWS	Recovered Government Archive State Hazardous Waste Facilitie	Department of Environmental Services		07/01/2013	01/08/2014
NH	RGA LF	Recovered Government Archive Solid Waste Facilities List	Department of Environmental Services		07/01/2013	01/17/2014
NH	RGA LUST	Recovered Government Archive Leaking Underground Storage Tan	Department of Environmental Services		07/01/2013	01/03/2014
NH	SHWS	Listing of All Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	SPILLS 90	SPILLS90 data from FirstSearch	FirstSearch	12/18/2012	01/03/2013	02/28/2013
NH	SWF/LF	Solid Waste Facility Information	Department of Environmental Services	10/05/2023	10/06/2023	12/29/2023
NH	SWRCY	Recycling Centers	Department of Environmental Services	10/09/2023	10/10/2023	12/29/2023
NH	UST	Underground Storage Tank Registration Data	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	VCP	Voluntary Cleanup Program Sites	Department of Environmental Services	06/19/2023	06/20/2023	09/12/2023
US	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	09/30/2017	05/08/2018	07/20/2018
US	ABANDONED MINES	Abandoned Mines	Department of Interior	11/28/2023	11/29/2023	12/11/2023
US	AQUEOUS FOAM NRC	Aqueous Foam Related Incidents Listing	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	BIOSOLIDS	ICIS-NPDES Biosolids Facility Data	Environmental Protection Agency	12/31/2023	01/03/2024	01/16/2024
US	BRS	Biennial Reporting System	EPA/NTIS	12/31/2021	03/09/2023	03/20/2023
US	COAL ASH DOE	Steam-Electric Plant Operation Data	Department of Energy	12/31/2022	11/27/2023	02/22/2024
US	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	Environmental Protection Agency	01/12/2017	03/05/2019	11/11/2019
US	CONSENT	Superfund (CERCLA) Consent Decrees	Department of Justice, Consent Decree Library	12/31/2023	01/11/2024	01/16/2024
US	CORRACTS	Corrective Action Report	EPA	12/04/2023	12/06/2023	12/12/2023
US	DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	EPA, Region 9	01/12/2009	05/07/2009	09/21/2009
US	DOCKET HWC	Hazardous Waste Compliance Docket Listing	Environmental Protection Agency	05/06/2021	05/21/2021	08/11/2021
US	DOD	Department of Defense Sites	USGS	06/07/2021	07/13/2021	03/09/2022
US	DOT OPS	Incident and Accident Data	Department of Transportation, Office of Pipeli	01/02/2020	01/28/2020	04/17/2020
US	Delisted NPL	National Priority List Deletions	EPA	12/26/2023	01/02/2024	01/24/2024
US	ECHO	Enforcement & Compliance History Information	Environmental Protection Agency	12/17/2023	12/28/2023	03/04/2024
US	EDR Hist Auto	EDR Exclusive Historical Auto Stations	EDR, Inc.			
US	EDR Hist Cleaner	EDR Exclusive Historical Cleaners	EDR, Inc.			
US	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR, Inc.			
US	EPA WATCH LIST	EPA WATCH LIST	Environmental Protection Agency	08/30/2013	03/21/2014	06/17/2014

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	ERNS	Emergency Response Notification System	National Response Center, United States Coast	12/12/2023	12/13/2023	02/28/2024
US	FEDERAL FACILITY	Federal Facility Site Information listing	Environmental Protection Agency	12/20/2023	12/20/2023	01/24/2024
US	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	04/02/2018	04/11/2018	11/06/2019
US	FEMA UST	Underground Storage Tank Listing	FEMA	11/16/2023	11/16/2023	02/13/2024
US	FINDS	Facility Index System/Facility Registry System	EPA	11/03/2023	11/08/2023	11/20/2023
US	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA/Office of Prevention, Pesticides and Toxi	04/09/2009	04/16/2009	05/11/2009
US	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
US	FUDS	Formerly Used Defense Sites	U.S. Army Corps of Engineers	09/28/2023	11/10/2023	02/07/2024
US	FUELS PROGRAM	EPA Fuels Program Registered Listing	EPA	11/10/2023	11/10/2023	02/07/2024
US	FUSRAP	Formerly Utilized Sites Remedial Action Program	Department of Energy	03/03/2023	03/03/2023	06/09/2023
US	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HMIRS	Hazardous Materials Information Reporting System	U.S. Department of Transportation	12/12/2023	12/13/2023	02/28/2024
US	ICIS	Integrated Compliance Information System	Environmental Protection Agency	11/18/2016	11/23/2016	02/10/2017
US	IHS OPEN DUMPS	Open Dumps on Indian Land	Department of Health & Human Serivces, Indian	04/01/2014	08/06/2014	01/29/2015
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA, Region 5	10/04/2023	01/17/2024	03/13/2024
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	Environmental Protection Agency	10/25/2023	01/17/2024	03/13/2024
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
US	INDIAN RESERV	Indian Reservations	USGS	12/31/2014	07/14/2015	01/10/2017
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA Region 10	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA Region 4	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	10/17/2023	01/17/2024	03/13/2024
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA Region 9	10/24/2023	01/17/2024	03/13/2024
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	07/27/2015	09/29/2015	02/18/2016
US	INDIAN VCP R7	Voluntary Cleanup Priority Lisitng	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
US	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	12/26/2024	01/02/2024	01/24/2024
US	LEAD SMELTER 2	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010
US	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	11/14/2023	12/22/2023	01/24/2024
US	LUCIS	Land Use Control Information System	Department of the Navy	08/03/2023	08/07/2023	10/10/2023
US	MINES MRDS	Mineral Resources Data System	USGS	08/23/2022	11/22/2022	02/28/2023
US	MINES VIOLATIONS	MSHA Violation Assessment Data	DOL, Mine Safety & Health Admi	01/02/2024	01/03/2024	01/04/2024
US	MLTS	Material Licensing Tracking System	Nuclear Regulatory Commission	01/02/2024	01/16/2024	03/13/2024
US	NPL	National Priority List	EPA	12/26/2023	01/02/2024	01/24/2024
US	NPL LIENS	Federal Superfund Liens	EPA	10/15/1991	02/02/1994	03/30/1994
US	ODI	Open Dump Inventory	Environmental Protection Agency	06/30/1985	08/09/2004	09/17/2004
US	PADS	PCB Activity Database System	EPA	03/20/2023	04/04/2023	06/09/2023
US	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	09/13/2019	11/06/2019	02/10/2020

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	PCS	Permit Compliance System	EPA, Office of Water	12/16/2016	01/06/2017	03/10/2017
US	PCS ENF	Enforcement data	EPA	12/31/2014	02/05/2015	03/06/2015
US	PFAS ATSDR	PFAS Contamination Site Location Listing	Department of Health & Human Services	06/24/2020	03/17/2021	11/08/2022
US	PFAS ECHO	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS ECHO FIRE TRAINING	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS FEDERAL SITES	Federal Sites PFAS Information	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS NPDES	Clean Water Act Discharge Monitoring Information	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS NPL	Superfund Sites with PFAS Detections Information	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS PART 139 AIRPORT	All Certified Part 139 Airports PFAS Information Listing	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS RCRA MANIFEST	PFAS Transfers Identified In the RCRA Database Listing	Environmental Protection Agency	12/28/2023	12/28/2023	01/04/2024
US	PFAS TRIS	List of PFAS Added to the TRI	Environmental Protection Agency	12/28/2023	12/28/2023	01/04/2024
US	PFAS TSCA	PFAS Manufacture and Imports Information	Environmental Protection Agency	12/28/2023	12/28/2023	01/04/2024
US	PFAS WQP	Ambient Environmental Sampling for PFAS	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PRP	Potentially Responsible Parties	EPA	09/19/2023	10/03/2023	10/19/2023
US	Proposed NPL	Proposed National Priority List Sites	EPA	12/26/2023	01/02/2024	01/24/2024
US	RAATS	RCRA Administrative Action Tracking System	EPA	04/17/1995	07/03/1995	08/07/1995
US	RADINFO	Radiation Information Database	Environmental Protection Agency	07/01/2019	07/01/2019	09/23/2019
US	RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RCRA-LQG	RCRA - Large Quantity Generators	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RCRA-VSQG	RCRA - Very Small Quantity Generators (Formerly Conditionall	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RMP	Risk Management Plans	Environmental Protection Agency	09/01/2023	09/27/2023	12/21/2023
US	ROD	Records Of Decision	EPA	12/26/2023	01/02/2024	01/24/2024
US	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	07/30/2021	02/03/2023	02/10/2023
US	SEMS	Superfund Enterprise Management System	EPA	01/29/2024	02/01/2024	02/22/2024
US	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	EPA	01/29/2024	02/01/2024	02/22/2024
US	SSTS	Section 7 Tracking Systems	EPA	10/19/2023	10/20/2023	01/16/2024
US	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2022	11/13/2023	02/07/2024
US	TSCA	Toxic Substances Control Act	EPA	12/31/2020	06/14/2022	03/24/2023
US	UMTRA	Uranium Mill Tailings Sites	Department of Energy	08/30/2019	11/15/2019	01/28/2020
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (EPA	10/12/2016	10/26/2016	02/03/2017
US	US AIRS MINOR	Air Facility System Data	EPA	10/12/2016	10/26/2016	02/03/2017
US	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	08/15/2023	08/30/2023	12/01/2023
US	US CDL	Clandestine Drug Labs	Drug Enforcement Administration	11/17/2023	11/17/2023	02/07/2024
US	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	10/26/2023	11/17/2023	02/13/2024
US	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	12/11/2023	12/13/2023	02/28/2024
US	US HIST CDL	National Clandestine Laboratory Register	Drug Enforcement Administration	11/17/2023	11/17/2023	02/07/2024
US	US INST CONTROLS	Institutional Controls Sites List	Environmental Protection Agency	10/26/2023	11/17/2023	02/13/2024
US	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health A	11/01/2023	11/17/2023	02/13/2024
US	US MINES 2	Ferrous and Nonferrous Metal Mines Database Listing	USGS	01/07/2022	02/24/2023	05/17/2023
US	US MINES 3	Active Mines & Mineral Plants Database Listing	USGS	04/14/2011	06/08/2011	09/13/2011
US	UST FINDER	UST Finder Database	Environmental Protection Agency	06/08/2023	10/04/2023	01/18/2024
US	UST FINDER RELEASE	UST Finder Releases Database	Environmental Protecton Agency	06/08/2023	10/31/2023	01/18/2024
US	UXO	Unexploded Ordnance Sites	Department of Defense	09/06/2023	09/13/2023	12/11/2023

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
CT	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protecti	11/06/2023	11/07/2023	01/31/2024
NJ	NJ MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2018	04/10/2019	05/16/2019
NY	NY MANIFEST	Facility and Manifest Data	Department of Environmental Conservation	12/31/2019	11/30/2023	12/01/2023
PA	PA MANIFEST	Manifest Information	Department of Environmental Protection	06/30/2018	07/19/2019	09/10/2019
RI	RI MANIFEST	Manifest information	Department of Environmental Management	12/31/2020	11/30/2021	02/18/2022
VT	VT MANIFEST	Hazardous Waste Manifest Data	Department of Environmental Conservation	10/28/2019	10/29/2019	01/09/2020
WI	WI MANIFEST	Manifest Information	Department of Natural Resources	05/31/2018	06/19/2019	09/03/2019
US	AHA Hospitals	Sensitive Receptor: AHA Hospitals	American Hospital Association, Inc.			
US	Medical Centers	Sensitive Receptor: Medical Centers	Centers for Medicare & Medicaid Services			
US	Nursing Homes	Sensitive Receptor: Nursing Homes	National Institutes of Health			
US	Public Schools	Sensitive Receptor: Public Schools	National Center for Education Statistics			
US	Private Schools	Sensitive Receptor: Private Schools	National Center for Education Statistics			
NH	Daycare Centers	Sensitive Receptor: Child Care Facility List	Department of Health & Human Services			
US	Flood Zones	100-year and 500-year flood zones	Emergency Management Agency (FEMA)			
US	NWI	National Wetlands Inventory	U.S. Fish and Wildlife Service			
NH	State Wetlands	Wetland Inventory	US Fish & Wildlife Service			
US	Topographic Map		U.S. Geological Survey			
US	Oil/Gas Pipelines		Endeavor Business Media			
US	Electric Power Transmission Line Data		Endeavor Business Media			

STREET AND ADDRESS INFORMATION

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APPENDIX III

Qualifications of Environmental Professional

STEVEN B. SHOPE, PG, LSP
President
Hydrogeologist

Steven Shope is the president of Exeter Environmental Associates, LLC. He is a Certified Geologist in Maine, a Licensed Professional Geologist in New Hampshire, a Licensed Driller in New Hampshire, and a Massachusetts Licensed Site Professional (LSP). His areas of expertise include: hydrogeology, assessment and remediation of petroleum spills, solid and hazardous waste management, environmental impact evaluation, geological resource evaluation, and water resource evaluation. He has participated in a wide variety of oil spill remediations, environmental site assessments, hydrogeological investigations for landfill groundwater contamination projects, wellfield contamination studies, remedial investigations, and water resource evaluations.

Prior to joining Exeter Environmental Associates, Mr. Shope was the office manager and hydrogeologist for Shevenell Gallen and Associates, Inc. His responsibilities included oversight of the office resources, project review, and management of projects throughout New England. Prior to joining Shevenell Gallen, Mr. Shope was employed by Normandeu Engineers, Inc., as hydrogeologist. In this capacity, he was responsible for conducting site assessments, hydrogeologic investigations, and soil vapor studies. Prior to joining Normandeu, Mr. Shope worked as a geologist for Wehran Engineers, where he was responsible for field investigations conducted at both the Dover and Somersworth Landfill Superfund sites.

Education

University of New Hampshire: M.S. Hydrology, 1986

University of Vermont: B.S. Geology, 1984

Experience

1990 - present	President, Exeter Environmental Associates
1989 - 1990	Office Manager & Hydrogeologist, Shevenell Gallen & Assoc.
1986 - 1989	Hydrogeologist, Normandeu Engineers
1985 (summer)	Geologist, Wehran Engineers & Scientists
1984 - 1986	Teaching Assistant, University of New Hampshire

Professional Certifications, Licenses, and Associations

1991 - present: Certified Maine Geologist: # 279

1994 - present: Licensed Site Professional: LSP #6543

1998 -2022: Certified Underground Storage Tank Decommissioning

2000 -2013: Certified Fire Fighter I/Career; First Responder

2001 - present: Licensed Professional Geologist, NH: #27

2004 -2021: Licensed Driller in New Hampshire: #1807

Selected Publications

Exeter Environmental Associates, Inc., 1991. Short Term Measure Work Plan, Shaw's Plaza Site, DEP Case #4-0414, Sharon, Massachusetts. Prepared for Sharon Associates, Philadelphia, PA. June 19, 1991.

Exeter Environmental Associates, Inc., 1992. Hydrogeologic Investigation Report, Asphalt Testing Project, US Route 3, Laconia, New Hampshire. Prepared for CMA Engineers, Inc., Portsmouth, NH. November 30, 1992.

Shope, Steven B., 1986. Regional Groundwater Flow and Contaminant Transport in the Vicinity of the Tolend Road Landfill, Dover, NH. Unpublished Masters Thesis, University of New Hampshire, Durham.

Shope, Steven B., 1987. Interpretation of EM Data Through Geoelectric Modeling with Application to a Landfill in Southeastern New Hampshire. *Proceedings of the Fourth Annual Eastern Regional Ground Water Conference*. Burlington, VT.

Shope, Steven B., R. Weimar, and P. Williams, 1989. Preserving Water Quality Without Sewers: A Case Study of On-Site Wastewater Disposal Hydrogeology. *Journal of the New England Water Pollution Control Association*, May, Volume 23, No.1.

Shope, Steven B. 1990. Potential Impacts of Below Water Table Sand and Gravel Mining on Water Quantity. *Proceedings of the Sixth Annual Eastern Regional Ground Water Conference*, Springfield, MA.

Special Training and Seminars

Seminar on Personnel Protection and Safety Training. 40-hour certification course in Hazardous Waste Site Activities in compliance with OSHA Standard 29 CFR 1910 and SARA sections 126 (d). Taught by Clean Harbors, Inc., and HMM Associates, Braintree, Massachusetts, October 19-23, 1987.

Risk Assessment for the Ground Water Scientist. Taught by Dr. Ronald M. Block in association with the National Water Well Association. Newark, New Jersey, March 21-23, 1989.

Seminar on the New Chapter 21E Regulations. Taught by the Massachusetts Department of Environmental Protection. Dedham, Massachusetts. July 29, 1993.

Seminar on Risk Characterization and Remedial Action Outcomes, Parts I and J of the 1993 MCP. Taught by the Massachusetts Department of Environmental Protection. Lowell, Massachusetts. October 12, 1994.

Seminar on Site Characterization and Remediation of Dense Non-Aqueous Phase Liquids. Taught by Bernard Kueper. Marlborough, Massachusetts. June 17, 2002.

Seminar on Principles and Field Techniques for Characterizing Contaminant Migration in Fractured Rock. Taught by Pete Haeni and Allen Shapiro. Marlborough, Massachusetts. October 16, 2002.

Seminar on Environmental Chemistry and Forensic Geochemistry. Taught by Michael Wade. Marlborough, Massachusetts. February 11, 2003.

Continuing Educational Units (CEUs). 48 hours every 3 years for LSP License.

Continuing Educational Units (CEUs). 24 hours every 2 years for NH PG License.

Raynes Farm Stewardship Committee
Meeting of April 5th, 2024
Draft Minutes

Members present: Nick Champion (Chair), Bill Campbell, Ben Anderson, Ginny Raub, Don Briselden, Sally Ward
Staff present: Kristen Murphy

Nick Champion called the meeting to order at 8:30 am.

Raynes Barn Update:

Kristen provided the committee with a status report for the repairs at Raynes Farm. Below is a status report included in the LCHIP mid-point document. Though this specific list was not shared at the time of the committee, each item was verbally discussed.

Exterior Items				
	Budget	Expended to Date	2023 COMPLETION	2024 COMPLETION
Foundation repointing	10,000	10,000	COMPLETE	
Clapboard/Trim Repair	97,800	38,503.31	South side repair/replacement and final paint coat complete to top of windows.	Finish remaining south side and complete west gable end TO BE COMPLETE BY END OF 2024
Windows	14,000	15,128.75	Window sash repairs complete on all windows. Glazing and final painting COMPLETE, awaiting install. Install will occur after clapboard/trim.	South side window installation following clapboard trim repair. West and North side installed after southside completion. East side installed after west clapboard and trim repair. REMAINING TO BE COMPLETE BY END OF 2024
Doors	3,500	1,400	Tracks repaired for East and West gable end sliding doors. East side door repaired using existing material from recovered from past repairs to Raynes barn.	Minor repairs to south side west and east end doors to ensure functional closure. TO BE COMPLETE BY END OF 2024
Paint	29,385	19,934.15	Southside paint complete to top of windows	Remaining south side and west gable end TO BE COMPLETE BY END OF 2024
Silo connector	3,000	0		TO BE COMPLETE BY END OF 2024
Silo	8,115	0		TO BE COMPLETE BY END OF 2024
Exterior Item Total:	165,800	84,966.21		

Interior (Lower Level)				
Brackets	1,200	2,108.85	COMPLETE	
Sill repair	25,000	22,003.66	COMPLETE	
Interior (Lower Level) Total:	26,200	24,112.51		
Interior (Main Level)				
Posts & Beams	9,500	6,070	COMPLETE	
Floor	6,500	1,687.45	80% COMPLETE	TO BE COMPLETE BY END OF 2024
Interior (Main Level) Total:	16,000	7,757.45		
Total Item Costs:				
	208,000			
Contingency @ 10%	20,800	0		
Management Fee/General Conditions @ 10%	20,800	5,578.82		
Total Project Cost:	249,600	122,414.99	49% Expended	
Repairs Deferred to Future Funding				
Exterior Clapboard Repair/Painting	55,000			
Interior Staircase	5,000			
Fire Detection System	12,000			
FUNDED IN HOUSE				
Site work	2,600	0		In house, following all exterior project work
ADA	1,200	0		In house, following all exterior project work

Ben Anderson said he gets a fair amount of inquiry at his events for a status update. Kristen will prepare a 1-pager or brochure that he can share upon inquiry.

Next Steps:

Kristen shared that she was encouraged by Paula Bellmore of LCHIP to apply for a portion of the remaining funding. Kristen still needs to calculate the exact amount based on match requirements but noted that the \$20,000 Mooseplate grant we received can be used as match. Committee members expressed support for applying and offered assistance for application review. The project would still be included in the CIP, and if grant funds are not awarded the committee recommended going forward with a town funding request for the remaining repairs.

The committee will look at potential upcoming outdoor events and explore working with EXTV on a video project update for the public.

Meeting adjourned at 9:40.

Exeter Conservation Commission
March 12, 2024
Novak Room
10 Front Street
7:00 PM
Draft Minutes

Call to Order

1. Introduction of Members Present (by Roll Call)

Present at tonight’s meeting were by roll call, Chair Andrew Koff, Vice-Chair Trevor Mattera, Dave Short, Nick Champion, Connor Madison, Keith Whitehouse, Alternate Michelle Crepeau (remotely), Alternate Bill Campbell, and Alternate Don Clement

Staff Present: Kristen Murphy, Conservation and Sustainability Planner

Mr. Koff called the meeting to order at 7:00 PM, introduced the members and activated Alternate Don Clement.

2. Public Comment

There was no one from the public present.

Action Items

1. Draft application for urbanization exemption under RSA 483:B12 from the state shoreland regulations in the downtown area (*Dave Sharples, Town Planner*)

Town Planner Dave Sharples presented a request for a recommendation for the Town’s application for urbanization exemption from the state shoreland regulations under RSA 483:B12. He noted the Select Board would make the request to DES for the shoreland area along the Squamscott River downtown, shown on the plan by red hatch marks. He indicated the shoreland regulations cover 250’ from the high-water mark and as most of the area shown is developed and has no vegetated buffer it would eliminate an unnecessary step. There are three town-owned parks. Mr. Sharples noted that he brought the request before the Planning Board and received their recommendation to support the application.

Mr. Campbell asked if this would change any regulations and Ms. Murphy indicated it is not for any work done in the water. Mr. Sharples noted the exemption was for an indefinite period, but the state could always change its laws. He showed the 1884 map of the same area which appeared more dense.

Mr. Clement stated he was not in favor because the urban area needs more protection and noted the nitrogen and phosphorous loads and runoff in Great Bay and recent heavy flooding which has affected

44 the downtown area attributed to sea level and climate change. Mr. Sharples noted the state shoreland
45 regs do not add any protection to this area. It is designed to protect natural resources where in this case
46 none exist.

47
48 Mr. Mattera agreed with Mr. Sharples that this is a tool that doesn't offer any protection in this area
49 where there are no vegetated buffers and is a wasted process.

50
51 Mr. Campbell asked if an applicant filed with the state would they come before the Commission and Ms.
52 Murphy indicated applications may be seen if they accompany other applications coming before the
53 Commission such as wetlands, but applicants would not come to the Commission for shoreland.

54
55 Mr. Koff asked about the effect of additional building and Ms. Murphy indicated flood plain regulations
56 would still apply. Mr. Sharples noted the increase in freeboard from 1' to 2' above flood for structures
57 within the flood plain.

58
59 Mr. Whitehouse noted a half dozen or so dead ash trees by the corner of the library and asked if those
60 could be removed. Mr. Sharples noted that would fall under dead or diseased. He recommended
61 getting a letter from an arborist and not pulling the roots out.

62
63 ***Mr. Koff motioned that after reviewing the application the Commission is in support of this***
64 ***application. Mr. Campbell seconded the motion. A vote was taken, Mr. Clement voted nay, the***
65 ***motion passed 6-1-0.***

66
67 2. Committee Reports

68
69 a. Property Management

70
71 Ms. Murphy provided an update on the \$20,000 Moose Plate grant. She noted that she submitted
72 the paperwork to DNCR to receive the \$20,000 for the work which has been contracted. She
73 indicated some difficulty with L-Chip who would do a site visit and approve the additional funds.
74 There was no indication from them that there could be any limit to the final payment after staff
75 review and having documentation feels that it would not be appropriate. The Board of Directors will
76 review it and will hopefully sort it out in a week or so. She indicated the Home Town grant was not
77 received.

78
79 Mr. Campion indicated that getting funding should be a priority. Ms. Murphy noted that while there
80 was a lot of support for the project this year there were several vacancies in public works to be
81 filled. Ms. Murphy indicated that perhaps the Raynes Farm Stewardship Committee should get
82 involved. Mr. Campbell agreed.

83
84

85 b. Trails

86

87 i. Eversource Powerline Work Update

88

89 Ms. Murphy reported that Eversource has finished their work and the trails are open. Mr. Short
90 noted some minor spots need to be tied into the main artery and a rough plank bridge could be
91 put in where there is a dip. He indicated Eversource did a good job with restoration.

92

93 Mr. Madison asked if the beaver deceiver was working and Mr. Short noted the water level has
94 stayed down.

95

96 ii. Gate Stewards

97

98 Ms. Murphy indicated gate stewards were needed on Linden Street.

99

100 c. Outreach Events

101

102 i. Exploring Exeter Collaborative with Parks 3 PM 2/27, 3/27, 4/24 and 5/22

103

104 Ms. Murphy indicated there was a good turnout at the Oaklands Walk with Mr. Welch and
105 Recreation. The next walk will be on 3/27.

106

107 ii. [Heard Bird Contest Ongoing](#)

108

109 Ms. Murphy noted the contest was going through the end of the month.

110

111 iii. Seed Library Update

112

113 Ms. Murphy reported the seed library is up and running and there is a Pollinator Plant
114 grant for \$100-\$200 available and a display at the library about that.

115

116 iv. Sustainable Film Festival

117

118 Ms. Murphy noted the student did a good job and they got some donations from Helpsy.
119 She noted she would like to work with someone to pick out a film so that Conservation
120 can do one tied in with the rain barrels.

121

122 v. Earth Day Town Wide Clean Up 4/20-4/22

123

124 Ms. Murphy noted that supplies can be picked up at Public Works including vests, gloves
125 and bags. Trash can be taken to the Transfer Station or picked up. There will be a table
126 at Town Hall on April 20th

127

128

129

130 vi. Alewife Festival

131

132 Mr. Mattera indicated he will be present. Ms. Murphy noted that Fish & Game will be
133 there and Kathy Corson will be doing the Healthy Laws/Clean Water presentation. Mr.
134 Glowacky is reaching out to Center for Wildlife to see if they will come and there may be
135 a charge for that. Ms. Murphy noted she submitted the application for use of Founder's
136 Park.

137

138 vii. Citizen Science Project -- River Herring Migration Count

139

140 Ms. Murphy reported Fish and Game are looking for volunteers to count the herring on
141 Great Bridge. Each count would be for ten minutes and they are looking to cover seven
142 days for two months straight, nine times per day. Fish and Game will count a portion and
143 have a training session t/b/d. Interested volunteers should contact Fish & Game.

144

145 viii. February Full Moon Snowshoe 2/22

146

147 Mr. Koff reported there was no snow and other than himself and Mr. Welch no one
148 participated.

149

150

151 d. Other Committee Reports (River Study, Sustainability, Energy/CPAC, Tree, CC Roundtable)

152

153 i. Public Presentation on Pickpocket Dam Feasibility Study 2/27 at 6:30 PM

154

155 Mr. Clement noted ERSAC will discuss the presentation at their next meeting and that there are
156 four potential seats open to sit on that Committee.

157

158 ii. Window Dressers

159

160 Ms. Murphy reported the Energy & Sustainability Committee is looking for volunteers to help
161 with building weatherization inserts. The inserts save 20% on utility costs and are reusable.
162 They are hoping to build in January.

163

164 3. Approval of Minutes – February 13, 2024 Meeting

165

166 MOTION: Mr. Koff motioned to approve the February 13, 2024 meeting minutes, as amended. Mr.
167 Short seconded the motion. A vote was taken, Mr. Clement and Mr. Madison abstained, the motion
168 passed 5-0-2.

169

170 4. Correspondence

171

172 5. Next Meeting; Date Scheduled 4/9/24, Submission Deadline 3/29/24

173

174

175 6. Adjournment

176

177 MOTION: Mr. Koff motioned to adjourn the meeting at 7:38 PM. Mr. Campion seconded the
178 motion. A vote was taken, all were in favor, the motion passed 7-0-0.

179 Respectfully submitted,

180 Daniel Hoijer, Recording Secretary

181 Via Exeter TV, Zoom ID 860 2106 8084