

**TOWN COUNCIL AGENDA  
Regular Meeting  
Wednesday, January 14, 2015**

1. 6:30 PM - CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. SPECIAL RECOGNITIONS
5. APPROVAL OF MINUTES
  - a. Public: 01/07/2015
  - b. Non-public: 01/07/2015
6. AGENDA OVERVIEW
7. PUBLIC HEARINGS
  - a. Clay Pond Stewardship Plan
  - b. Conservation Easement
8. CONSENT AGENDA
  - a. \$20.00 donation from the Hardy Family to the Hooksett Fire-Rescue Dept.
9. TOWN ADMINISTRATOR'S REPORT
10. PUBLIC INPUT: 15 Minutes
11. NOMINATIONS AND APPOINTMENTS
12. SCHEDULED APPOINTMENTS
  - a. Community Profile/Action Groups – Marc Miville & Steve Couture
13. 15 MINUTE RECESS
14. OLD BUSINESS
  - a. 14-101 Review of budgets and warrant articles: Conservation Commission, Library, others as time permits.
15. NEW BUSINESS
  - a. 15 – 001 Clay Pond Stewardship Plan
  - b. 15 – 002 Conservation Easement
16. SUB-COMMITTEE REPORTS
17. PUBLIC INPUT
18. NON-PUBLIC SESSION

NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself.
19. ADJOURNMENT

## **Public Input**

1. Two 15-minute Public Input sessions will be allowed during each Council Meeting. Time will be divided equally among those wishing to speak, however, no person will be allowed to speak for more than 5 minutes.
2. No person may address the council more than twice on any issue in any meeting. Comments must be addressed to the Chair and must not be personal or derogatory about any other person.
3. Any questions must be directly related to the topic being discussed and must be addressed to the Chair only, who after consultation with Council and Town Administrator, will determine if the question can be answered at that time. Questions cannot be directed to an individual Councilor and must not be personal in nature. Issues raised during Public Input, which cannot be resolved or answered at that time, or which require additional discussion or research, will be noted by the Town Administrator who will be responsible for researching and responding to the comment directly during normal work hours or by bringing to the Council for discussion at a subsequent meeting. The Chair reserves the right to end questioning if the questions depart from clarification to deliberation.
4. Council members may request a comment be added to New Business at a subsequent meeting.
5. No one may speak during Public Input except the person acknowledged by the Chair. Direct questions or comments from the audience are not permitted during Public Input.

**TOWN OF HOOKSETT  
PUBLIC HEARING NOTICE**

The Hooksett Town Council will be holding a public hearing on Wednesday, January 14, 2015 @ 6:30pm at the Hooksett Town Hall Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to give the public input and get their comments on 1) Clay Pond Stewardship Plan for land situated at Map 4, Lots 3, 10, 12, 18, 22, 24, 26, 27, 33, 34, 35, and 37 (Hooksett, NH) & Map 15, Lots 10 and 11 (Hooksett, NH) & Map 400, Lot 84 (Candia, NH) AND 2) Conservation Easement of land consisting of approximately 34.04 acres situated off the Chester Turnpike, Map 4, Lot 34 and Map 4, Lot 35 (Hooksett, NH) per NH RSA 36-A & NH RSA 477:45-47. Boundary survey, easement plan and/or documents are available for viewing in the Community Development Department. Questions should be directed to the Administration Department 603-485-8472.

COUNCIL TO consent agenda  
DATE 01/14/15

**Staff Report**  
**Acceptance of Donations from Carol and Everett Hardy**  
**01-14-2015**

**Background:** Per RSA 31:95-b III for such amount less than \$5,000. Council shall post notice in the agenda and shall include notice in the minutes of a Council meeting in which such moneys or donations are discussed.

**Issue:** To accept the donation we received in the total amount of \$20.00 from Carol and Everett Hardy.

**Discussion:** The hardy family chose to donate funds to Hooksett Fire-Rescue for the job we do.

**Fiscal Impact:** The donation is a gift to the Hooksett Fire Department.

**Recommendation:** Motion to accept the donation of \$20.00 from Carol and Everett Hardy to the Hooksett Fire Rescue Dept. per RSA 31:95-b III.

**Prepared by:** Fire Chief Michael Williams

**Town Administrator Recommendation:**

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Dean E. Shankle, Jr., Ph.D.  
Town Administrator



## Hooksett Conservation Commission

Town of Hooksett  
35 Main Street  
Hooksett, NH 03106

AGENDA NO. 15-001  
DATE: 01/14/15

January 5, 2015

# EXECUTIVE SUMMARY

## FOR TOWN COUNCIL

### Stewardship Plan for the Clay Pond Conservation Area

The Hooksett Conservation Commission (HCC) is proposing a Stewardship Plan for the Clay Pond Conservation Area. This project permanently protects 736 acres of **high-value wildlife habitat and wetlands** bordering the Candia town line and Bear Brook State Park. This executive summary provides highlights of the Stewardship Plan for review and adoption by Town Council, background information leading up to the plan, and steps going forward to implement and manage this plan.

### BACKGROUND

The Hooksett Conservation Commission (HCC) issued a Request for Proposal (RFP) on September 15, 2013, for the development of a Stewardship Plan for the Clay Pond Conservation Easement Deeds I and II. This Town owned land is protected via Conservation Easements held by Bear-Paw Regional Greenways and includes 50 wetlands totaling 129 acres, a great blue heron rookery and two fens, 12 beaver impoundments, and several documented occurrences of state-endangered Blanding's turtles.

The HCC in conjunction with Bear-Paw Regional Greenways selected Moosewood Ecological, LLC, to develop the Stewardship Plan for this property. Moosewood's principal, Jeffrey Littleton, has 25 years of experience in ecological research, inventory, and education and is well versed in working with conservation easements in New Hampshire. He engaged licensed forester Swift Corwin of Calhoun and Corwin Forestry, LLC, for the forestry management plan and observations.

After five months of onsite property review and research from May to September 2014, this team created a draft Stewardship Plan. On October 21, 2014, the HCC held a public meeting to review the plan with Littleton and Corwin. About 45 residents and interested parties attended the meeting at the Hooksett Library to formulate the vision for the use of this property, encompassing the plans three main areas: a wildlife management plan, a forestry management plan, and a recreational use and trails management plan.

## Timeline

September 15, 2013	Request for Proposal distributed
April 2014	Letter of Recommendation sent to Town Council to approve selection of Moosewood Ecological, LLC
May 2014 – Sept 2014	Engaged Moosewood in the development of the Stewardship Plan
October 15, 2014	Public Meeting to review draft plan and solicit input
November 2014	Stewardship Plan published
January 2015	Adoption of plan by Town Council

## Supporting Documents

*Clay Pond Conservation Easements I and II and Hanscomb-Lambert Easement*  
*Mark R. Dunn, Legal Opinion on closing gates and bars*  
*Clay Pond Headwaters Conservation Area Stewardship Plan, November 2014*  
*Clay Pond Conservation Area, Hooksett Public Meeting Notice October 21, 2014*  
*Clay Pond Conservation Area, Power Point Presentation, October 21, 2014*  
*Clay Pond Conservation Area, Public Meeting Summary, October 21, 2014*  
*NH Natural Heritage Bureau Report, September 19, 2014*  
*Clay Pond Request for Proposal, September 15, 2013*

## Wildlife Management Plan

The Wildlife Habitat Management goals include the following:

- Recommendations for the protection of significant habitats and species of conservation concern
- Protection of water quality, wetlands, and riparian areas;
- Protection of unique or fragile natural areas;
- Alignment of goals and objectives with recommendations for forestry, trails, and recreation; and
- Conservation of native plant and animal species, and natural communities.

### Recommendation Highlights

*For a complete list of Wildlife Management Recommendations, refer to the "Clay Pond Conservation Area Stewardship Plan" November, 2014.*

Monitor Blanding turtle populations to better understand distribution and habitat use, including basking, breeding, nesting, feeding, and winter habitats, throughout the active season so as to inform future land management.

Improve, expand, or create new turtle nesting habitat.

Inventory potential vernal pools to better understand wildlife use, particularly amphibians and reptiles.

Close all discontinued roads for motorized vehicles, except Wiggins Road that provides access to the current residential site.

Remove trash piles.

Monitor birds of conservation concern, such as American woodcock and whip-poor-will, in areas managed for shrubland and early successional habitats.

Consider land management activities that favor known and potential species of conservation concern.

Minimize publicity of sensitive and unique areas to prevent poaching and indiscriminate killing.

Review and update wildlife habitat management recommendations as needed every 10 years.

## **Trail and Recreational Management Plan**

The Trail and Recreational Management goals include the following:

- Protection of water quality, wetlands and riparian areas;
- Maintenance or enhancement of scenic quality;
- Protection of unique or fragile natural areas;
- Protection of unique historic or cultural features;
- Recommend access points, including parking, trails, and scenic views for public enjoyment, passive recreation, and educational opportunities

### Recommendation Highlights

*For a complete list of Trail and Recreational Management Recommendations, refer to the "Clay Pond Conservation Area Stewardship Plan" November, 2014.*

Close access to wheeled motorized vehicles on all discontinued roads, except Wiggins Road, and on all existing roads that access the interior of the property.

Direct recreational use away from sensitive habitats such as hibernacula, streams, wetlands, vernal pools, turtle nesting sites, seeps, and migration corridors located in the interior of the property not associated with existing trails.

Recommendation for a parking area and kiosk on privately owned lots adjacent to the property.

Maintain a scenic view in conjunction with early successional management along the southwestern ridge of Hall Mountain in Compartment 2 (east of Hall Mountain Road). This view would need to be maintained every 10 years.

To prevent wildlife mortality and undue stress, dogs should be leashed during the wildlife breeding and nesting season from March-September.

Monitor and manage the spread of invasive plant species along trails.

The recreational management recommendations should be reviewed and updated as needed every 10 years.

## Forestry Management Plan

The Forest Management goals include the following:

- Maintenance of soil productivity;
- Protection of water quality, wetlands and riparian areas;
- Maintenance or enhancement of wildlife habitat;
- Maintenance or enhancement of the overall quality of forest products;
- Maintenance or enhancement of scenic quality;
- Protection of unique or fragile natural areas;
- Protection of unique historic or cultural features; and
- Conservation of native plant and animal species, and natural communities.

### Recommendation Highlights

*For a complete list of Forest Management Recommendations, refer to the "Clay Pond Conservation Area Stewardship Plan" November, 2014.*

Minimize construction of new roads and landings where possible. Keep sensitive habitats (such as vernal pools, seeps, wetlands, and turtle nesting sites) free of skidder roads and other mechanized operations, including new landings.

To minimize mortality of wildlife, especially Blanding's turtles and other associated species of conservation concern limit timber harvests to November-March whenever possible.

Follow natural contours when designing and conducting timber sales, and minimize stream crossings.

Monitor and manage the spread of invasive plant species.

Minimize soil disturbance through the use of low-pressure tires when using heavy equipment and limit timber harvests to dry months and/or when the ground is frozen.

Leave limbs and tops in the forest and allow dead standing and downed woody debris to decompose naturally, leaving these materials to the extent possible to contribute to natural processes and allowing woody material to support small wildlife such as mice, salamanders, frogs, snakes, and insects.

Respectfully submitted,

### **Hooksett Conservation Commission**

Steve Couture, HCC, Chair      Cindy Robertson, HCC Vice-Chair

Phil Fitanides, member      David Hess, member

JoCarol Woodburn, member, Clay Pond project lead

Todd Lizotte, Town Council Representative to the HCC

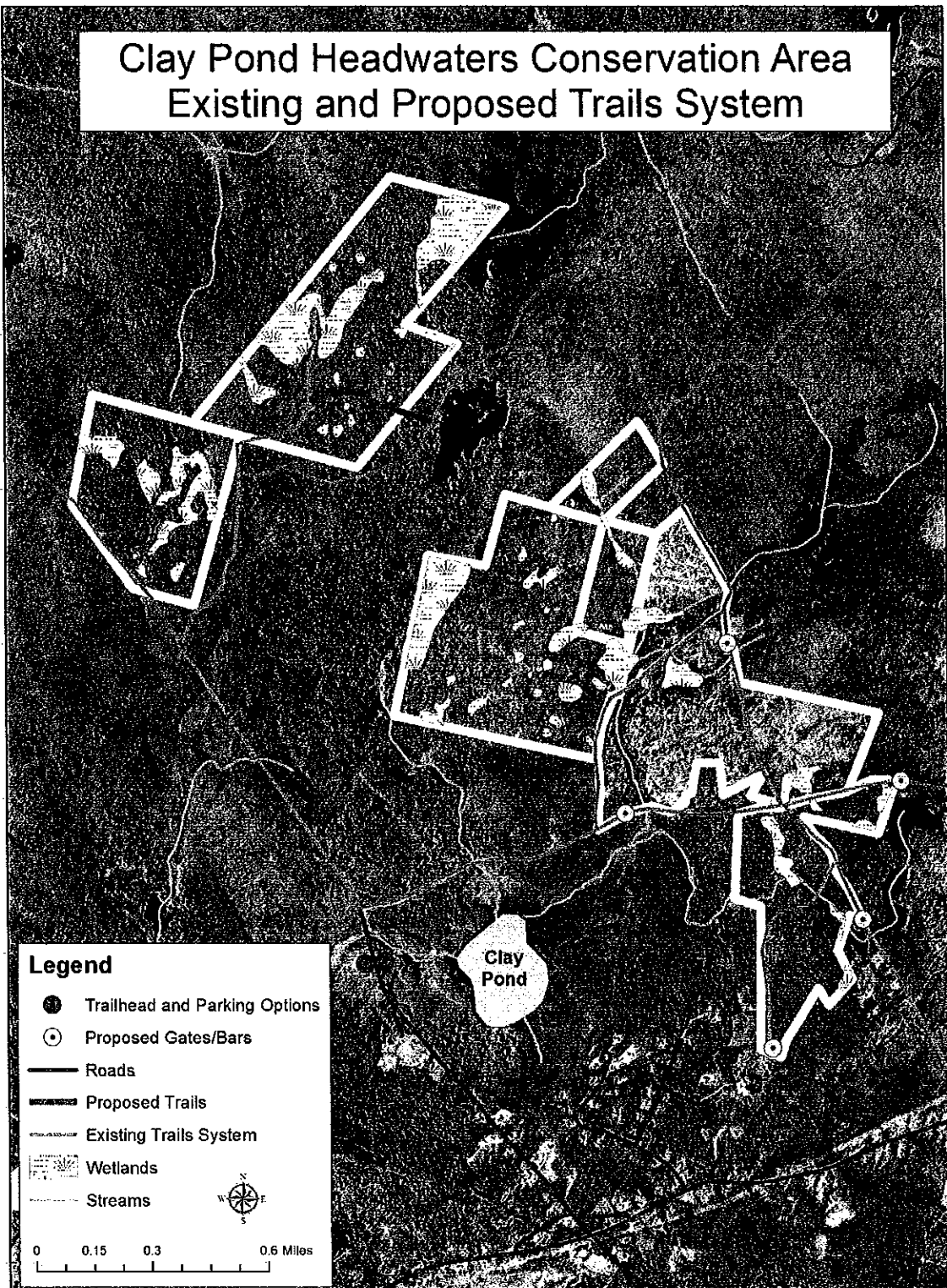
Frank Kotowski, Planning Board Representative to the HCC

Carolyn Cronin, HCC Staff Support

**Enclosed:**      Map-Proposed trails and gates and bars locations  
                    Mark Dunn letter



# Clay Pond Headwaters Conservation Area Existing and Proposed Trails System



Mark R. Dunn

Attorney-At-Law  
Admitted in NH & ME

24 Montgomery Street  
Concord, NH 03301

Tel: (603) 228-4413  
Fax: (603) 224-3055

November 7, 2014 (SC)  
~~January 3, 2012~~

Mr. Steven Couture  
Chairman  
Hooksett Conservation Commission  
35 Main Street  
Hooksett, NH 03106

RE: Clay Pond Headwaters Conservation Trails

Dear Mr. Couture:

You have asked me for my thoughts and opinions with regard to placing gates and bars on several "Discontinued" roads in the Clay Pond Headwaters Conservation Easement ("hereinafter "CE").

The roads at issue are North Candia Road (hereinafter "NC Road"), Wiggin Road (hereinafter "W Road"), Knolton Road a/k/a Knowlton Road (hereinafter "K Road") and Hall Mountain Road (hereinafter "HM Road") as these old roads intersect the CE.

It is my understanding that all four roads at issue are discontinued by votes of the Town of Hooksett. Per the Conservation Easement plans drawn by Thomas Brouillette dated June 20, 2009, Aug 5, 2009, September 20, 2009 and October 29, 2009, NC Road, K Road, HM Road are shown as being discontinued at the Town Meeting held in 1953. Wiggin Road does not have any date of discontinuance on the plans.

However, I believe it is also a discontinued road since it runs between NC Road and HM Road, both of which are discontinued. It is inconceivable that the Town of Hooksett would have a Class V or Class VI road between two discontinued roads.

To do so would mean that Wiggin Road would retain a public servitude for the general public to pass over it notwithstanding the fact that to get to Wiggin Road, the public would have to pass over roads in which the public servitude is extinguished (thus trespass) and only the internal abutters can pass on those roads.

As I have alluded to above, discontinued roads remove the public servitude, namely the right of the public to pass and repass, over said roads. RSA 231:45 states that "Any Class IV, V or VI highway, or any portion thereof, may be discontinued as an open highway and made subject to gates and bars, by a vote of the town. **Such discontinued highway shall not have the status of a publicly approved street.**" My emphasis.

It is useful to contrast a discontinued road from that of a Class VI road. RSA 231:21-a,II states that Class VI highways "...are not subject to any municipal duty of care or maintenance...". Further, RSA 231:21-a,I states in part that "...gates and bars maintained by private land owners shall be erected so as not to prevent or interfere with public use of the highway, and shall be capable of being opened and closed by highway users..."

The distinction to be drawn between discontinued roads and Class VI roads, is the fact that the general public can use Class VI roads and only the private land owners can use a discontinued road. The discontinuance vote can not deprive a land owner of access to his property, see RSA 231:43,III.

With that as the background, the abutters to any one of the four roads in question have the right to use that road or roads for access to their property, see RSA 231:43 generally.

However, the Town by the discontinuance of the roads in 1953 made the roads subject to gates and bars with the provision that no land owner can be prevented from accessing his property.

Consequently, the Hooksett Conservation Commission/Town of Hooksett could put gates and bars up on North Candia Road on the westerly end just east of the Wiggin Road intersection. In fact, it would be appropriate for the Town to put up gates and bars on the southerly end of Wiggin Road at its intersection with North Candia Road since the Town owns on both sides of Wiggin Road.

The only condition for putting gates and bars up on the west end of North Candia Road at Wiggin Road is that keys would have to be given to the internal abutters being Joseph Labrie (Tax Lot 4-12), Scott Zenor (Tax Lot 4-17) and Manchester Water Works (Tax Lot 15-5).

The east end of North Candia Road can be gated at the Candia Town line with a key being provided to Helen Ann Heroux (Tax Lot 4-9) and possibly to Peter King and Richard DeFreitas (Tax Lot 4-10) to the extent they access their property by North Candia Road and then southerly on Knowlton Road.

A gate can be placed on the south end of Knowlton Road at the Candia Town Line near the southerly corner of your Tax Lot 4-12 with a key given to the aforesaid King and DeFreitas (Tax Lot 4-11) for access thereto.

A gate can be placed at the southerly end of an old woods road passing through Tax Lot 15-11, at or near the Candia Town Line. This was never a public road and thus there is no right of anyone to pass over the woods road and thus no key needs to be shared with anyone.

Finally, you can place a gate at the intersection of the north end of Wiggin Road on Hall Mountain Road with a key given to William French (Tax Lot 4-23) and to Peter & Lillian King (Tax Lot 4-13) for access to their lots.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark R. Dunn", with a long horizontal flourish extending to the right.

Mark R. Dunn

AGENDA NO. 15-002  
DATE: 01/14/15

THIS IS A TRANSFER FROM AN INSTRUMENTALITY OF THE STATE, AND THE GRANTOR IS EXEMPT FROM THE NEW HAMPSHIRE REAL PROPERTY TRANSFER TAX PURSUANT TO N.H. ADMIN. R. REV. 802.03. THIS TRANSFER IS ALSO EXEMPT FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17-G, II(a)

Please return to:  
Bear-Paw Regional Greenways  
P.O. Box 19  
Deerfield, NH 03037

### CONSERVATION EASEMENT DEED

**TOWN OF HOOKSETT**, a New Hampshire municipal corporation organized under the laws of the State of New Hampshire with a mailing address of 35 Main Street, Hooksett, Merrimack County, New Hampshire 03106 (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), acting through its Conservation Commission, in accordance with RSA 36-A,

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

**BEAR-PAW REGIONAL GREENWAYS**, a New Hampshire not-for-profit corporation, situated in the County of Rockingham, State of New Hampshire, with a mailing address of Post Office Box 19, Deerfield, New Hampshire 03037 (hereinafter referred to as the "Grantee", which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), and with an Executory Interest (as described in Section 8, below) to the State of New Hampshire, acting through the New Hampshire Department of Environmental Services, with a mailing address of 29 Hazen Drive, City of Concord, Merrimack County, State of New Hampshire 03301 (sometimes referred to as "NHDES" or as the "Executory Interest Holder" which, unless the context clearly indicates otherwise, includes its successors and assigns),

the **CONSERVATION EASEMENT** (herein referred to as the "Easement") hereinafter described with respect to that certain area of land (herein referred to as the "Property") being unimproved land consisting of approximately 34.04 acres situated off the Chester Turnpike in the Town of Hooksett, County of Merrimack, State of New Hampshire, as shown as Map 4 Lot 34 and Map 4 Lot 35 on the plan entitled "Standard Boundary Survey and Conservation Easement Plan, Chester Turnpike, Hooksett, NH", dated May 28, 2014, prepared by T.D. Brouillette Land Surveying, recorded herewith in the Merrimack County Registry of Deeds, (herein referred to as the "Plan") and more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Grantor and Grantee recognize that the Property was acquired with funding associated with the NHDES Wetlands Permit #2014-566.

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 protection of significant natural habitat identified in the New Hampshire Wildlife Action Plan, including "tier 1" hemlock-hardwood-pine and Appalachian oak-pine forests, marshlands, and peatlands. Tier 1 habitats were ranked as the top 10% – 15% by condition relative to all other similar areas in the state (the "most critical wildlife habitat" in the state);

B. The enhancement and enlargement of more than 12,000 acres of protected or publicly owned land that is adjacent to or near by the Property, said other land including Bear-Brook State Park (9,977 acres), the Clay Pond Conservation easements (539 acres), the Hinman Pond Preserve (471 acres), the Hinman Pond Preserve Buxton parcels (105 acres), the Pinkney Hill Preserve (175 acres), and the "High Street" parcels held by the Town of Candia (35 acres), as well as over 1,000 acres of land owned by Manchester Water Works that is managed to protect public drinking water supplies;

C. The protection of land within a 20,000-acre contiguous block of unfragmented lands;

D. The conservation and protection of open spaces, particularly the conservation of the productive forestland of which the Property consists and of the wildlife habitat thereon, and the long-term protection of the Property's capacity to produce economically valuable forestry products;

F. The perpetual protection of the quality and sustainable yield of surface water and groundwater resources on and under the Property to safeguard present and future community drinking water supplies, including the Lake Massabesic watershed, and the environmental values of the Property which are dependent on water quality and quantity.

This purpose yields a substantial public benefit and is consistent with the water supply protection goals and land conservation policies stated in the Town of Hooksett's Master Plan and with NH

RSA 481:1, which states, in part, “The general court declares and determines that the water of New Hampshire whether located above or below ground constitutes a limited and, therefore, precious and invaluable public resource which should be protected, conserved and managed in the interest of present and future generations”;

G. The preservation of biological diversity, native flora and fauna, and the environments, natural habitats, and ecological processes which support them, as those values exist on the date of this instrument, and as they may evolve in the future; and

H. The preservation of the Property for the scenic enjoyment and the low-impact, non-commercial, outdoor educational or recreational use of the general public for such activities as hiking, wildlife observation, cross-country skiing, fishing and hunting.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2004 Master Plan of the Town of Hooksett, which states, among its recommendations, the following:

- Establish conservation land in the northeast quadrant of the Town;
- Target as a goal that 25% of the total land area in Hooksett be set aside in some manner as open space land;
- Explore all possible avenues to fund the preservation of Hooksett’s key natural resource assets;

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;

These purposes and the characteristics of the Property are also consistent with the conservation goals of the Grantee, including:

- The protection of conservation land within large contiguous blocks of unfragmented lands in southeastern New Hampshire;
- The protection of forestland;
- The protection of surface waters, groundwater and wetlands; and
- The protection of habitat for native plant and animal species.

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

These Purposes and the significant conservation values they serve are set forth in detail in baseline documentation entitled “Baseline Documentation Report - Hooksett Hanscom-Lambert Properties” on file with the Grantee.

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

2. USE LIMITATIONS (Subject to the Reserved Rights specified in Section 3, below.)

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any agricultural, industrial or commercial activities, except forestry, including timber harvesting, as described below, and provided that the capacity of the Property to support diverse wildlife populations shall not be degraded by on-site activities.

i. Management activities on the Property, including forestry, shall be performed in accordance with a written management plan ("Stewardship Plan") approved by the Grantee and prepared by a forester licensed by the State of New Hampshire, a certified wildlife biologist, or by another similarly qualified person, said person approved in advance and in writing by the Grantee, in accordance the long-term protection of those Purposes and values for which this Easement is granted, as described in Section 1 above, and with the following goals:

- Maintenance of soil productivity;
- Protection of water quality, wetlands and riparian areas;
- Maintenance or enhancement of wildlife habitat;
- Maintenance or enhancement of the overall quality of forest products;
- Maintenance or enhancement of scenic quality;
- Protection of unique or fragile natural areas;
- Protection of unique historic or cultural features; and
- Conservation of native plant and animal species, and natural communities.

ii. The Stewardship Plan shall include:

- A statement of landowner management objectives consistent with the Purposes and values for which this Easement is granted and the goals specified in Section 2.A.i above;
- Property specific management goals and objectives;
- A boundary map with access roads and natural cover types;
- A description of the natural features of the Property, including land cover, topography, soils, geology, wetlands, streams, and ponds, and wildlife habitat features;
- Identification of plant and wildlife species and natural communities of conservation concern, and how management shall enhance, or avoid detrimental impacts to, said plants, wildlife, and natural communities;
- Recommended management activities; and
- Recommended schedule for implementation of management practices, including a schedule for boundary, road, and trail maintenance.

iii. For the purposes hereof "Forest Management" or "Forestry" shall include the growing, cutting, and sale of forest trees of any size capable of producing timber or other forest products; those forest practices employed primarily to enhance the forest, including the protection of wildlife habitat and the construction of access ways for the purposes of removing forest products from the Property.

iv. For the purposes hereof "Wildlife Habitat Management" shall include, but not be



limited to, alteration of vegetation and soil and the placement of structures to provide habitat for a wide range of wildlife species; the construction or modification of roads or other access ways for the purpose of performing such activities; and the use of forest equipment, all as not to be detrimental to the Purposes of the Deed Restrictions.

v. For the purposes hereof "Recreational Use" activities shall include low-impact, non-commercial recreational activities including, but not limited to, hunting, hiking, cross country skiing and nature observation, in accordance with current laws and regulations.

vi. For the purposes hereof, "Riparian Buffers" shall be the areas within 100 feet of streams and Significant Wetland Areas as defined below. The Riparian Buffer edge shall be measured from the stream edge of the normal high water mark of the stream. In cases where the top of the embankment is less than 50 feet from the stream edge, the Riparian Buffer edge shall be measured from the top of the embankment. In cases where wetlands surround the stream edge, the Riparian Buffer edge shall be measured from the boundary of the upland edge of the wetland area.

vii. For purposes hereof, "Significant Wetlands" are those areas that by virtue of their unspoiled condition, unique physical or biological features, rarity, and/ or exemplary nature have special value in a particular locale. This value is reflected in a high degree of functioning relative to its ecological integrity, wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or stream sediment and toxicant attenuation, and special social values such as education, scenic quality and recreation. Significant wetlands are typically identified and evaluated by wetland scientists, wildlife biologists or Natural Heritage ecologists through fieldwork and/or high resolution aerial photograph identification. Significant wetlands include, but are not necessarily limited to:

- a. Wetland communities or systems that are classified as exemplary due to their high quality as determined by their size, condition and landscape context (that is, the condition of the surrounding landscape).
- b. Wetland communities or systems that are classified as exemplary (S1 and S2) due to their rarity in the State of New Hampshire by the NH Natural Heritage Bureau (NHB). Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in the light of their size, condition and landscape context. See <http://www.nhdf.org/about-forest-and-lands/bureaus/natural-heritage-bureau/about-us/rarity-and-ranking.aspx> for further explanation of S rankings.
- c. New Hampshire Wildlife Action Plan Tier 1 & Tier 2 wetlands.
- d. Wetlands providing habitat for Endangered, Threatened and Special Concern wildlife.

Examples of significant wetland types in New Hampshire include, but are not limited to, cedar swamps, black gums swamps, exemplary natural communities tracked in the Natural Heritage Bureau (NHB) database, any wetland community type ranked by the NHB as critically imperiled/or imperiled bogs, fens (peat lands) and floodplain forests.

viii. For purposes hereof "Forestry" within the Riparian Buffer shall adhere to the following additional restrictions:

- a. No soil disturbance, tree cutting or removal shall occur and no herbicides or

pesticides shall be used.

b. No skid trails, log landings or road construction, except in circumstances where complying with this provision results in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.

ix. For purposes hereof, forestry within Significant Wetlands shall adhere to the following additional restrictions:

a. No soil disturbance, tree cutting or removal shall occur and no herbicides or pesticides shall be used.

b. No skid trails, log landings or road construction, except in circumstances where complying with this provision results in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.

x. Forestry on the Property shall be performed in accordance with the Stewardship Plan required by Section 2.A.i. Said plan shall have been prepared not more than ten (10) years prior to the date that any harvesting is expected to commence, or shall have been reviewed and updated at least thirty (30) days prior to said date.

xi. At least thirty (30) days prior to the commencement of forestry activities, the Grantor shall submit a written certification to the Grantee, signed by a licensed professional forester or other qualified person, said other person to be approved in advance and in writing by the Grantee, that the Stewardship Plan has been prepared in compliance with the terms of this Easement. The Grantee may request the Grantor to submit the Stewardship Plan itself to the Grantee for the Grantee's approval within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forestry activities in compliance with this Easement, and that the actual activities on the Property will determine compliance therewith.

xii. Management activities shall be supervised by a licensed professional forester, certified wildlife biologist, or other qualified person approved in advance and in writing by the Grantee.

xiii. Management activities 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 the then current, generally accepted best management practices for the sites, soils and terrain of the Property. (For references, see *Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire* (J.B. Cullen, 1996), *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (New Hampshire Forest Sustainability and Standards Work Team, 1997) or similar successor publications.)

xiv. No management activity shall be undertaken in a manner that is detrimental to the Purposes of this Easement.

B. The Property shall not be subdivided and none of the individual tracts that together comprise the Property shall be conveyed separately from one another without the prior written approval of the Grantee. The Grantor further covenants and agrees not to undertake any action that would have the effect of subdividing or conveying any part of the Property.

C. No structure or improvement, including, but not limited to, a dwelling (permanent, seasonal or temporary), any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, telecommunications and/or wireless communications facility, tower, windmill, or mobile home, shall be constructed, placed or introduced onto the Property. However, ancillary structures and improvements, including, but not limited to, a road, dam, fence, bridge, culvert, maple sugar house, or shed may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of the forestry, conservation, habitat management, or non-commercial outdoor recreational uses of the Property and consistent with the Stewardship Plan required in Section 2.A.i above and provided that they are not detrimental to the Purposes of this Easement. No ancillary structure or improvement may be constructed, placed or introduced onto the Property without the prior review by and written approval of the Grantee. No more than 2% of the Property shall be covered by buildings or other impervious materials.

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

i. Are commonly necessary in the accomplishment of the forestry, conservation, habitat management, or non-commercial outdoor recreational uses of the Property consistent with the Stewardship Plan required in Section 2.A.i above;

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

iii. Are not detrimental to the 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 such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the forestry, conservation, or non-commercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the Purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, water, or other similar materials from the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A, C, D, or E, above.

G. There shall be no dumping, injection, burning, or burial of manmade materials or materials then known to be environmentally hazardous.

H. Except those of record, and as otherwise allowed within this Easement, there shall be no rights-of-way, easements of ingress or egress, driveways or roads constructed, developed or maintained into, on, over, under, or across the Property without the prior written approval of the Grantee.

I. Notwithstanding the provisions of Section 2.A through 2.H above and Section 3 below with regard to specific prohibited uses and activities, but in addition thereto, no activity or use shall be initiated or maintained or allowed to be initiated or maintained which is detrimental to or threatens to become detrimental to the conservation purposes of this Easement and the protection of the quality and quantity of the present or potential public water supply.

### 3. RESERVED RIGHTS

A. The Grantor reserves the right to conduct non-commercial management activities on the Property, including, but not limited to cutting, planting, pruning, and thinning, for the improvement of the forest or wildlife habitat resources of the Property. Such activities shall be consistent with the Stewardship Plan required by Section 2.A.i and the Use Restrictions set forth in Section 2.A. above and shall not be detrimental to the Purposes of this Easement.

B. The Grantor reserves the right to use motorized, wheeled vehicles to conduct activities on the Property consistent with the Stewardship Plan required by Section 2.A.i above and to conduct activities related to the exercise of its public safety, police, or emergency response responsibilities.

C. The Grantor reserves the right to post against vehicles, motorized or otherwise, and against access to forest land during harvesting or establishment of plantations.

D. The Grantor shall have the right to use and manage the Property for any and all uses consistent with the Purposes and Use Limitations herein, including, but not limited to the right to clear, construct and maintain trails for walking, cross country skiing and other limited low impact, transitory, non-motorized, non-commercial educational and/or outdoor recreational activities within and across the Property, provided said trails are consistent with and not detrimental to the Purposes of this Easement, subject to the following conditions:

- i. The creation of new trails or the relocation of existing trails shall be provided for in the Stewardship Plan required by Section 2.A.i; and
- ii. All trails shall conform to best practices recommended by the Appalachian Mountain Club or similar trail-maintaining organization. (For reference, see The Complete Guide to Trail Building and Maintenance (C. Demrow, D. Salisbury, Appalachian Mountain Club) or similar successor publication.)

E. Subject to written approval from the Grantee, which approval shall not be unreasonably withheld, and with all necessary federal, state and local permits, the Grantor reserves the option

to withdraw groundwater, by the Grantor or the Grantor's designee, on a sustainable yield basis and export it from the Property if used for a public drinking water system. For the purposes hereof, permitted activities in conjunction with the provision of a public water supply shall be defined as 1) the installation, maintenance, monitoring and replacement of water supply wells and the wells' treatment infrastructure, monitoring wells, a water distribution system, pump stations, and ancillary improvements such as access roads, signs, utilities, security facilities; and 2) the extraction and exportation of groundwater from the Property, all for the purpose of serving public water supply needs. Said activities may be conducted provided that all federal and state requirements associated with public water supply, water withdrawals, and groundwater discharges are complied with.

F. Subject to written approval from the Grantee and in accordance with a written plan approved by the New Hampshire Department of Environmental Services, the Grantor reserves the right to construct, re-construct, and maintain structures or make other improvements intended to restore wetland functions and values and/or to make wildlife habitat improvements so as to provide enhancement of functions within degraded wetland or riparian systems on the Property, provided that their construction and required maintenance 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.

G. The Grantor reserves the right to have professionally conducted archaeological activities conducted on the Property, including without limitation, survey, excavation and artifact removal, following submission of an archaeological field investigation plan to, and its approval in writing by, the State Archaeologist of the New Hampshire Division of Historic Resources (or appropriate successor official), with written notice to the Grantee. Any such archaeological investigations shall be conducted by qualified individuals who meet the Secretary of Interior's Professional Qualification Standards for Archaeology, or subsequent standards. Any area disturbed by any such activities shall be restored to substantially its prior condition within nine (9) months after such activities cease.

H. These reserved rights are exceptions to the use limitations set forth in Section 2 above.

K. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights in Sections 3.A, 3.E, 3.F, and 3.G.

#### 4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing no later than 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, BURDENS AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be

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

B. The Grantee shall have reasonable access to the Property and all of its parts to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

C. The Grantee has the right to install and maintain small unlighted signs visible from public vantage points and along boundary lines for the purpose of identifying the Grantee and informing the public and abutting property owners that the Property is under the protection of this Easement.

## 6. ALTERNATE DISPUTE RESOLUTION

A. The Grantor and the Grantee desire that issues arising from time to time concerning ~~prospective uses or activities in light of the conservation purposes of this 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 a party becomes concerned about the consistency of any proposed use or activity with the purposes of this Easement, wherever reasonably possible, the concerned party shall notify the other party of ~~the perceived or potential problem, and explore the possibility of reaching an agreeable~~ resolution.

B. If informal dialog does not resolve the issue, and the Grantor agrees not to proceed with the proposed use or activity pending resolution of the on-going dispute, either party may refer the ~~dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt~~ of such a request, the parties shall agree on a single impartial mediator who shall be an attorney licensed to practice law in the State of New Hampshire or an experienced land use or land conservation professional, both of whom must have experience with conservation easements and training in mediation. Each party shall pay its own attorneys' fees, and the costs of mediation ~~shall be split equally between the parties.~~

C. If the dispute has not been resolved by mediation within sixty (60) days after delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then, upon the Grantor's continued agreement not to proceed with the disputed use or activity pending resolution, either party may refer the dispute to ~~binding arbitration by request made in writing and in accordance with New Hampshire RSA 542.~~ Within thirty (30) days of receipt of such a request, the parties shall select a single impartial arbitrator to hear the matter. The arbitrator shall be an attorney licensed to practice law in the State of New Hampshire with experience in conservation easements and applicable training and

experience as an arbitrator. Judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction. The arbitrator shall be bound by and follow the substantive law of the State of New Hampshire and the applicable provisions of the US Internal Revenue Code. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing.

D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction and to require the restoration of the Property to its condition prior to the breach.

E. Notwithstanding the availability of mediation and arbitration to address disputes concerning the consistency of any proposed use or activity with the purposes 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 New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section 6.

## 7. BREACH OF EASEMENT – GRANTEE’S REMEDIES

A. If the Grantee determines that a breach of this Easement has occurred or is threatened by the Grantor, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure said breach, and, where the breach involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Grantee. Such notice shall be delivered in hand or by certified mail, return receipt requested.

B. If the Grantor fails, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, to undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage to the Property caused thereby, or fails to continue diligently to cure such breach until finally cured, the Grantee shall 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.

C. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this Section 7 without prior notice to the Grantor or without waiting for the period provided for cure to expire.

D. The Grantee’s rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this Easement. The Grantor agrees that the Grantee’s

remedies at law for any violation of the terms of this Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in Section 7.B, above, 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 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. Provided that the Grantor is directly or primarily responsible for the breach, and if a court so orders, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by the Grantor's breach of this Easement, shall be borne by the Grantor, provided that the Grantor is directly or primarily responsible for the breach; 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 Easement, and if the court determines that the enforcement action 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.

F. 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 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, estoppel or prescription.

G. 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.

H. 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 7, against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

## 8. EXECUTORY INTEREST

A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Excutory Interest Holder, a qualified organization as specified in Section 5.A, above, requesting such enforcement delivered



in hand or by certified mail, return receipt requested, then the Executory Interest Holder shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstance, the Executory Interest Holder shall then also have the right to terminate the interest of the Grantee in the Property by recording a notice to that effect in the Registry of Deeds referring hereto and shall thereupon assume and thereafter have all interests, rights, responsibilities, and duties granted to and incumbent upon the Grantee in this Easement.

B. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 5.A, above. Any such assignee or transferee shall have like power of assignment or transfer.

## 9. DISCRETIONARY CONSENT

A. The Grantee's consent for activities otherwise prohibited herein may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in Section 2 are deemed desirable by the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purposes of this Easement. The Grantee may give its permission only if it determines, in its sole discretion, that such activities (i) do not violate the Purposes of this Easement and (ii) either enhance or do not impair any significant conservation interests associated with the Property.

B. Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree 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 provided for above.

## 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. SEPARATE PARCEL

The Grantor agrees that for the purpose of determining compliance with any present or future regulation (other than those governing N.H. Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (within this Section referred to as "legal requirements") of the Town of Hooksett, the State of New Hampshire or any other governmental unit, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback, or other dimensional standard applicable to such land.

13. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of condemnation or exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking or lawful sale with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor, Grantee, and the Executory Interest Holder in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose, the parties agree that the Grantor's interest shall be zero percent (0%), the Grantee's interest shall be zero percent (0%), and the State of New Hampshire interest shall be one hundred percent (100%).

C. Notwithstanding the foregoing, any release of the Easement from the public trust in order to be converted to another use or due to termination of use shall be undertaken according to the requirements of RSA 486-A:13.

14. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 6.A, above, accepts and records the additional easement.

15. STEWARDSHIP RESPONSIBILITIES OF THE GRANTEE

To facilitate the fulfillment of its responsibilities under this Easement, Bear-Paw Regional

Greenways shall be responsible for the following (which shall include, but not be limited to):

A. Provide an annual on-ground monitoring inspection that confirms that the interest acquired as part of this NHDES Wetlands Permit #2014-566 is being protected and maintained according to the terms of the Easement;

B. Provide annual contact with property owners to inform them of their obligations under the terms of this Easement;

C. Prepare and submit an annual monitoring report to the Grantor and the NHDES which shall contain the following:

- i. Description of the inspection conducted;
- ii. Description of any physical changes to the Property;
- iii. Description of any contacts made with Property owners, including their current name and address information;
- iv. Description of any conditions or activities on the Property, including those which violate or may violate the intent of this Easement;
- v. Explanation of the current status of any previously identified violations and any remedial steps taken; and
- vi. Any steps to be taken by Property owners to bring the Property into compliance with the terms of the Easement (if necessary).

D. Upon sale of the Property, Bear-Paw shall contact the new owner and inform them of the provisions of this Easement.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TOWN OF HOOKSETT TOWN COUNCIL

\_\_\_\_\_  
Town Councilor

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack, SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned officer, personally appeared the Town Councilor of Hooksett who acknowledged the foregoing to be their voluntary act and deed for the purposes therein contained.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires: \_\_\_\_\_

HOOKSETT CONSERVATION COMMISSION

\_\_\_\_\_  
Conservation Commissioner

STATE OF NEW HAMPSHIRE

COUNTY OF \_\_\_\_\_, SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned officer, personally appeared the Conservation Commissioner of Hooksett who acknowledged the foregoing to be their voluntary act and deed for the purposes therein contained.

Before me, \_\_\_\_\_

Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

ACCEPTED: BEAR-PAW REGIONAL GREENWAYS

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_, SS

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned officer, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who acknowledged themselves to be officers of Bear-Paw Regional Greenways, and acting in said capacity, and being authorized so to do, executed the foregoing instrument on behalf of Bear-Paw Regional Greenways as its voluntary act and deed for the purposes therein contained.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

## Appendix A

The Property is a certain tract of land situate in Town of Hooksett, County of Merrimack, State of New Hampshire, as shown as Map 4 Lot 34 and Map 4 Lot 35 on the plan entitled "Standard Boundary Survey and Conservation Easement Plan, Chester Turnpike, Hooksett, NH", dated May 28, 2014, prepared by T.D. Brouillette Land Surveying (the "Plan"), to be recorded herewith in the Merrimack County Registry of Deeds, and more particularly described as follows:

### Parcel I – Map 4 Lot 35

Beginning at an iron rod set in a stone pile at the southwest corner of land of Bear-Paw Regional Greenways and land of E & A Realty Company;  
thence S61° 25'47" E 733.19 feet along land of said Bear-Paw Regional Greenways to an iron rod in a stone pile at land of Manchester Sand and Gravel;  
thence continuing on the same course 612.42 feet along said land of Manchester Sand and Gravel to an iron rod in a stone pile at land of the Town of Hooksett;  
thence S60° 38'06" E 643.56 feet along said land of Town of Hooksett to an iron pipe in the corner of a stonewall at land of the State of New Hampshire;  
thence following said stonewall S26° 17' 43" W 349.11 feet along land of the State of New Hampshire to a point at land of Paul Lambert;  
thence N64° 09' 33" W 1,990.23 feet along land of said Lambert to an iron rod in a stone pile at land of E & A Realty Company;  
thence N26° 40' 19" E 452.79 feet along land of E & A Realty Company to the point of beginning.

Said parcel contains 18.44 acres, more or less. MEANING and INTENDING to describe and convey a conservation easement over the same premises conveyed in the Deed of Nathan A. Hanscom and Sylvia Hanscom to Town of Hooksett, recorded at Book 3453 Page 514 in the Merrimack County Registry of Deeds.

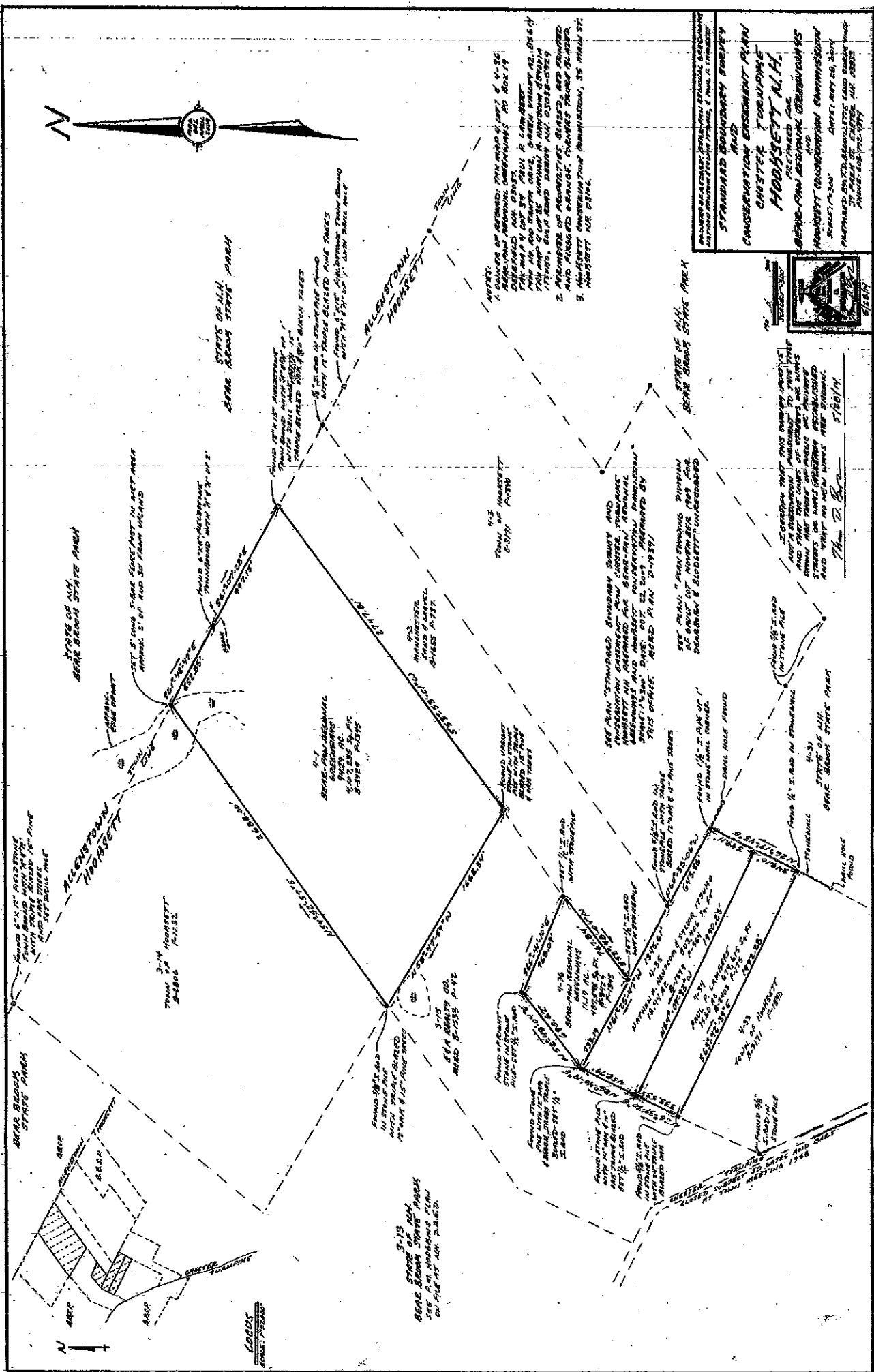
### Parcel II – Map 4 Lot 34

Beginning at an iron rod set in a stone pile at the southwest corner of land of Nathan Hanscom and Sylvia Itsuko and land of E & A Realty Company;  
thence S64° 09' 33" E 1990.23 feet along land of said Hanscom and Itsuko to a point in a stonewall at land of the State of New Hampshire;  
thence following said stonewall S26° 17' 43" W 349.10 feet along land of the State of New Hampshire to an iron rod in said stone wall at land of the Town of Hooksett;  
thence N63° 42' 39" W 1992.28 feet along land of the Town of Hooksett to an iron rod in a stone pile at land of E & A Realty Company;  
thence N26° 39' 30" E 333.53 feet along land of said E & A Realty Company to the point of beginning.

Said parcel contains 15.60 acres, more or less. MEANING and INTENDING to describe and convey a conservation easement over the same premises conveyed in the Deed of Pauline

Lambert-Boutin and Paul Lambert to Town of Hooksett, recorded at Book 3453 Page 502 in the Merrimack County Registry of Deeds.





STANDARD BOUNDARY SURVEY  
 CAUSEWAY EASEMENT PLAN  
 CHESTER TOWNSHIP  
 HOUGHTON A.H.  
 BEAR-PAN RESERVATION EASEMENTS  
 HOUGHTON CAUSEWAY COMMISSION  
 PREPARED BY: [Name] DATE: MAY 20, 2014  
 PROJECT NO.: [Number]

NOTES:  
 1. OWNER OF RECORD: [Name]  
 2. [Description of survey details]  
 3. HOUGHTON CAUSEWAY COMMISSION, 35 MAIN ST,  
 HOUGHTON, AL 35894.



I CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE BEARINGS AND DISTANCES ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF ALABAMA.

[Name]  
 Surveyor

LEGOS  
 LAND SURVEYING & ENGINEERING  
 1000 ...  
 ...