

**TOWN COUNCIL AGENDA**  
**January 5, 2015**  
**7:00 P.M.**

The Town Council meeting will be held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry, NH. Regular meetings are cablecast live and videotaped for the convenience of our viewers at home. 7:00 PM

**A. CALL TO ORDER**

**B. PUBLIC COMMENT**

1.) Presentation on Proposed Gas Pipeline  
**Presented by Kinder Morgan**

2.) Outdoor Recreation Plan Update  
**Presented by John Vogl and Stu Arnett**

**C. PUBLIC HEARING**

**D. OLD BUSINESS**

1.) Budget Workshop (Cont.) after Town Council meeting adjourns

**E. NEW BUSINESS**

1.) **Order #2015-01** – Expenditure of Maintenance Trust Funds for Various Projects  
**Presented by Kevin Smith**

2.) Purchase of Conservation Easement  
**Presented by the Conservation Commission**

**F. APPROVAL OF MINUTES**

Approval of December 22, 2014 Town Council Minutes

**G. OTHER BUSINESS**

1. Liaison Reports

2. Town Manager Report

3. Board/Committee Appointments/Reappointment
  - 1.) Appointments to Target Shooting Task Force
  - 2.) Re-appointment of Deb Lievens as a member of the Conservation Commission
  - 3.) Re-appointment of Marg Badois as a member of the Conservation Commission
  - 4.) Re-appointment of Paul Nickerson as a member of the Conservation Commission

**H. ADJOURNMENT**

**I. MEETING SCHEDULE**

- A. Town Council Meeting – **01/19/15** Moose Hill Council Chambers, 7:00PM
- B. Town Council Meeting – **02/02/15** Moose Hill Council Chambers, 7:00PM
- C. Town Council Meeting – **02/16/15** Moose Hill Council Chambers, 7:00PM
- D. Town Council Meeting – **03/02/15** Moose Hill Council Chambers, 7:00PM

# **ORDER #2015-01**

An Order Relative to

## ***EXPENDITURE OF***

## ***MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS***

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Reading: 01/05/2015

Adopted: 01/05/2015

***WHEREAS*** voters since 2003 have approved funding for the maintenance and repair of public buildings and grounds in the town; and

***WHEREAS*** by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$3,568.00 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

***NOW THEREFORE BE IT ORDERED*** by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$3,568.00 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

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Tom Dolan, Chairman  
Town Council

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Sharon Farrell  
Town Clerk

***A TRUE COPY ATTEST:***  
*01/05/2015*

**Expendable Maintenance Trust TC Order Request  
for Town Council Meeting \*1/05/15\***

Description	Vendor	Amount
<b><u>Winter Maintenance - TH/PPD/Library/Cable Access</u></b> Shoveling/Plowing/Treatment of parking lots, walkways and fire lanes at TH/PPD/Library/Cable Access on 12/09 & 12/12/14. This EMTF request is for the labor/materials for snow & ice treatment at our various town buildings.	Trimmers - Invoice #43582	\$ 467.50
	Trimmers - Invoice #43637	\$ 335.00
	EMTF Request Amount	\$ 802.50
<b><u>Winter Maintenance - Senior Center</u></b> Shoveling/Plowing/Treatment of parking lot, walkways and fire lanes at the Senior Center on 12/06, 12/09 & 12/12/14. This EMTF request is for the labor/materials for snow & ice treatment at our Senior Center.	Green Magic - Invoice #1596	\$ 225.00
	EMTF Request Amount	\$ 225.00
<b><u>Central, South &amp; North Fire - Defibrillator Monitor Hook Up</u></b> LFD added Defibrillators (AEDs) in the lobby's of their stations, in order to notify dispatch that the AED was removed from its cabinet, the units were tied into the buildings fire alarm system. This EMTF request is for the addition of Zone Monitor Modules, wiring, and, testing with Londonderry Fire Dispatch. Lastly, and separate to the installations of the AEDs, Central Fire had an issue with their Advanced Panel, this EMTF also includes the labor to troubleshoot and resolve this issue.	Active Alarm - #51008	\$ 520.00
	Active Alarm - #51011	\$ 1,303.00
	EMTF Request Amount	\$ 1,823.00
<b><u>Town Hall &amp; Fuel Farm Repairs</u></b> Repair of a natural gas leak in a fitting in the Town Hall heating unit (TOL-1), replacement of the leaking gas pump nozzle at our Fuel Farm located behind Central Fire (TOL-2), and, snaking of the kitchen sink located in the break room at Town Hall (TOL-3)	Sloan & Nolan - Invoice TOL-1	\$ 236.00
	Sloan & Nolan - Invoice TOL-2	\$ 304.00
	Sloan & Nolan - Invoice TOL-3	\$ 177.50
	EMTF Request Amount	\$ 717.50
<b>Total Town Council EMTF Order</b>		<b>\$ 3,568.00</b>

## PURCHASE AND SALE AGREEMENT

This Agreement is made this \_\_\_ day of \_\_\_\_\_ 2015, by and between Leah R. Doyle of 22 Kimball Pond Road, Londonderry, New Hampshire 03053 (hereinafter "Seller"), and the Town of Londonderry, a New Hampshire municipal corporation, with an address of 268B Mammoth Road, Londonderry, New Hampshire 03053 (hereinafter "Buyer").

In consideration of the mutual promises and undertaking set forth below, the parties agree as follows:

1. **CONVEYANCE AGREEMENT AND DESCRIPTION OF ALL REAL ESTATE:**

The Town of Londonderry, acting through its Conservation Commission, desires and agrees to purchase a conservation easement over the premises owned by the Seller, with any buildings, fixtures and improvements thereon, and all appurtenant easements thereto, if any, located at 18 Kimball Pond Road, Londonderry, New Hampshire 03053, and further identified in the Town of Londonderry Tax Records as Tax Map 11, Lot 33, consisting of approximately 26 acres, and shown on a plan entitled "Tax Map 11 Lot 33 Subdivision Plan of Land of the Estate of Ida L. Watts, Kimball & Watts Roads, Londonderry, New Hampshire," T.F. Moran, Inc., dated October 7, 1999, last revised January 10, 2000 recorded at the Rockingham County Registry of Deeds as Plan 28020 (hereinafter the "Property"). Seller desires and agrees to sell a conservation easement over said Property in the same form as that attached as Appendix A. Deed language incorporated by reference.

**PURCHASE PRICE:** The purchase price for the Property shall be \$395,000.00, to be paid at closing in the form of a check drawn on the Town of Londonderry.

2. **CLOSING AND TRANSFER OF TITLE:** Closing shall occur at the offices of the Town of Londonderry, New Hampshire, on or before March 31, 2015. At that time, the Seller shall supply a properly executed Conservation Easement Deed, with warranty covenants.

3. **REAL ESTATE COMMISSIONS:**

The parties agree that there is no real estate agent entitled to a commission in this transaction, and that each Party agrees to indemnify the other against claims for such a commission by persons claiming by or through such indemnifying Party.

4. **CONTINGENCIES:**

Performance under this agreement is specifically conditioned on the following:

a. The purchase of this easement interest in the premises identified herein shall be subject to a public hearing by the Conservation Commission and votes to authorize the expenditure of funds and accept the conservation easement over the premises by both the Conservation Commission and the Town of Londonderry Town Council, and should either fail to vote to approve the purchase of the easement interest, this agreement shall be considered null and void, and the Buyer shall not be bound by its terms.

b. During the term of this Purchase and Sale Agreement, the Seller shall not alter the Property in any way, including, but not limited to the harvesting of timber, excavation of earth, or construction of improvements.

c. Buyer may cause title to the real property to be examined at Buyer's expense. Title must be good and marketable, and there shall be no liens against the property, except liens to be satisfied out of proceeds of the sale, and there shall be no easements on the property that would interfere with the preservation of the property as open space, and for conservation and recreational purposes. In the event that the title examination is not satisfactory to Buyer, then this Purchase and Sale Agreement shall be considered, null, void and of no force and effect, at the option of the Buyer.

d. Prior to the date of closing, Buyer, or Buyer's representatives, shall have the right to enter the Property for the purpose of performing inspections and tests. All such inspections

and tests shall be conducted at the sole expense of the Buyer. Buyer shall have the right to have the Property surveyed, to test for environmental matters, to conduct engineering inspections, to review zoning matters, market conditions, financial matters and any or all other matters Buyer deems relevant to its purchase. If Buyer, in its sole opinion, is not satisfied with any of such tests or inspections for any reason, or if the Property is not in compliance with any applicable laws, regulations, codes or ordinances, Buyer may, at its option, terminate this agreement by providing written notice to the Seller on or before thirty (30) days prior to the date of closing, in which event this agreement will be null and void.

5. **TIME OF THE ESSENCE:**

Time shall be of the essence of this agreement.

6. **ASSIGNMENT:**

No assignment of this agreement or any right accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party.

7. **BINDING ON SUCCESSORS:**

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, estates, successors and assigns of Buyer and Seller.

8. **INTERPRETATION:**

This agreement shall be interpreted under the laws of the State of New Hampshire.

9. **CAPTIONS:**

The captions used herein are for convenience only, are not part of this agreement, and shall not be used in construing it.

10. **GENDER:**

Reference herein to the masculine shall be deemed to include the feminine and reference to the singular shall be deemed to include the plural, where the context so requires or permits.

11. **ENTIRE AGREEMENT:**

This agreement contains all the terms and conditions of this sale and any oral representations made by either party prior to the signing of this agreement are null and void. This agreement may only be modified by a written instrument.

12. **COUNTERPARTS:**

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.

13. **NOTICES:**

All notices or other documents under this agreement shall be in writing and delivered personally or mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses first stated.

NOTE: This is a legal document that creates certain binding obligations. If you do not understand it, consult an attorney before signing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Leah R. Doyle

TOWN OF LONDONDERRY, by:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kevin Smith, Londonderry Town Manager  
(Duly Authorized)



## APPENDIX A

**THIS IS A TRANSFER TO AN INSTRUMENTALITY OF THE STATE AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL PROPERTY TRANSFER TAX PURSUANT TO RSA 78-B:2, I. THIS TRANSFER IS ALSO EXEMPT FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17-g, II(a).**

### CONSERVATION EASEMENT DEED

**Leah R. Doyle**, single, of 22 Kimball Road, Town of Londonderry, County of Rockingham, State of New Hampshire, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

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

the **TOWN OF LONDONDERRY**, a New Hampshire municipal corporation, situated in the County of Rockingham, State of New Hampshire, acting through its Conservation Commission pursuant to NH RSA 36-A:4, with a mailing address of 268 B, Mammoth Road, Londonderry, New Hampshire, 03053, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, consisting of approximately 26.338 acres, situated on Kimball Road in the Town of Londonderry, County of Rockingham, State of New Hampshire, shown on a plan entitled "Tax Map 11 Lot 33 Subdivision Plan of Land of the Estate of Ida L. Watts, Kimball & Watts Roads, Londonderry, New Hampshire," T.F. Moran, Inc., dated October 7, 1999, /last revised January 10, 2000, recorded at the Rockingham County Registry of Deeds (hereafter "Plan") as Plan 28020, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Property includes the following recreational, natural habitat, open space, scenic, forestry,

agricultural, water supply, and conservation attributes protected by the terms of this Easement:

- \* 1,030 feet of undeveloped, scenic frontage along Kimball Road;
- \* An existing woods road that provides connectivity to the Granite Ridge Energy conservation easement;
- \* 10 acres of pasture, 600 feet of perennial stream frontage, 960 feet of intermittent stream frontage, 10 acres of mixed pine and hardwood forest;
- \* Enhancement and enlargement of 29 acres of protected land adjacent to the Property, namely the Granite Ridge Energy conservation easement, which in turn provides access to the 1,000 acre Musquash Conservation Area; this Easement creates one contiguous block of unfragmented habitat containing acres;
- \* The entirety of the Property consists of soils in highest suitability category (Group I) for forest products, as determined by the U.S. Natural Resources Conservation Service;
- \* The property is surrounded by development on the north, east and south and can be developed easily due to its upland soils.

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report which is on file with the Grantee.

## 1. PURPOSES

Because of the above described conservation attributes, 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 the natural habitat or ecosystem of the Property; and
- B. The conservation of open spaces, particularly the conservation of the productive farm and forest land of which the Property consists, protection of the Property's agricultural soils, and the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products; and
- C. The scenic enjoyment of the general public; and
- D. The protection of the Property for outdoor recreation by and/or the education of the general public; and
- E. The protection of the quality and availability of ground water and surface water resources on and under the Property; and
- F. The continuation of Londonderry's long tradition of equine husbandry.

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 Londonderry, which recommends: "Continue to protect working agriculture from development. Agriculture is an important component of Londonderry's history and rural character. As such, the protection

of working agricultural operations has been a long-term town goal for several years. The town's efforts to protect these areas should continue and be an essential component of the aforementioned Open Space Plan Update. Particular focus should be given to those agricultural operations in areas under significant growth pressures."

and consistent with New Hampshire RSA Chapter 79-A:1 "Declaration of Public Interest," which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources;" and which also states, relative to 26 acres of the Property being enrolled in the Current Use Assessment Program: "It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. Open space land imposes few if any costs on local government and is therefore an economic benefit to its citizens. The means for encouraging preservation of open space authorized by this chapter is the assessment of land value for property taxation on the basis of current use."

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

2. **USE LIMITATIONS** (Subject to the Section "Reserved Rights of Grantor" below)

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

- A. There shall not be conducted on the Property any industrial or commercial activities, except agriculture and forestry (including timber harvesting) 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. For the purposes of this Easement, "agriculture" shall include but not be limited to: animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing of food crops; the construction of roads or other accessways for the purpose of removing agricultural products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables).

For the purposes of this Easement, "forestry" shall include but not be limited to: the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other accessways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as firewood and maple syrup).

- ii. Any agriculture other than forage crops for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a written,

coordinated management plan for the sites and soils of the Property. Said agriculture shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from public roads or public trails. Said agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire" last revised June 2011 and as may be revised, updated, or superseded from time to time, or by other governmental natural resource conservation and management agencies then active.

iii. Forestry for industrial or commercial purposes on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated written management plan for the sites and soils of the Property. Said forestry activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or by other successor governmental natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

- B. The Property shall not be subdivided, and none of the tracts which together may comprise the Property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to roads, trails, dams, fences, utility lines, bridges, culverts, barns, maple sugar houses, farmstands, ponds or sheds; and ii) not detrimental to the Purposes of this Easement. The Grantor shall provide the Grantee with forty-five (45) days' written notice prior to any construction of a permitted structure with a footprint exceeding two thousand (2,000) square feet. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, residence, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, storage trailer, or aircraft landing area.
- 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 agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
- ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State as having responsibility for identification and/or conservation of such species and/or natural communities; and
- iii. are carried out, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices as referenced in Sections 2.A.ii. and iii. above; and
- iv. are not detrimental to the Purposes of this Easement.

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

- 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, or as necessary for public safety, and in any case provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed sixteen (16) square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to and consistent with the provisions of Sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, disposal, 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 Property shall not be used to satisfy the density, open space, frontage, setback, or other requirements of any applicable zoning ordinance, subdivision regulation, or other land use regulation of any governmental unit with respect to the development of any other property. Notwithstanding the provisions of the immediately preceding sentence, said regulations shall not include those governing N.H. Current Use Assessment under

RSA 79-A as may be amended from time to time.

- J. The Property shall not be posted against, and the Grantor shall keep access to and use of the forested portions of the Property open to the public for, such non-motorized, non-wheeled, pedestrian non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, wildlife nature observation, cross-country skiing, fishing, but the Grantor shall not be required to keep the Property open to the public for camping or hunting. However, the Grantee shall be under no duty to supervise said access, use, or purpose.

The intent of the Grantor and Grantee is to permit all other uses of the Property that are not inconsistent with the Purposes of this Easement, such inconsistency as determined by the Grantee, and that are not expressly prohibited herein.

### 3. **RESERVED RIGHTS OF GRANTOR**

- A. **Posting of Property Against Public Access:** The Grantor reserves the right to post portions of the Property against public access to: agricultural cropland during the planting, growing, or harvesting season; lands actively used by livestock; and forestland during establishment of plantations, harvesting, or other active forest management operations such as planting and thinning of trees and construction or maintenance of woods roads.
- B. **Utilities:** The Grantor reserves the right to maintain, replace, repair, and expand the utilities serving the Property, but only to support the forestry, agriculture, outdoor recreation and habitat uses of the Property consistent with the terms of this Conservation Easement.

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

- A. The Grantor agrees to notify the Grantee in writing within ten (10) days of the transfer of title to the Property including any change in Trustee for Property held in trust.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

### 5. **RIGHT OF FIRST REFUSAL**

The Grantor shall not sell the subject property without first giving the Town of Londonderry a ninety (90) day option to buy such real property at its then fair market value and on commercially reasonable terms. Said option period shall commence upon the date that the Grantor gives notice to the Town and shall cease on the ninetieth calendar day thereafter. Should the Town elect to purchase such real property such purchase shall be completed within sixty (60) days of the offer. The closing period may be extended upon mutual agreement of both parties.

6. **BENEFITS & BURDENS**

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

7. **AFFIRMATIVE RIGHTS OF GRANTEE**

- A. The Grantee 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. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed twenty-four (24) square inches in size, along the Property's boundaries.
- C. The Grantee shall have the rights to post, and to authorize others to post, the Property against or otherwise limit public access only with the consent of the Grantor and only if such access is shown to degrade the conservation attributes of the Property, to be inconsistent with the Purposes of this Easement, or to threaten public safety.

8. **RESOLUTION OF DISAGREEMENTS**

- A. The Grantor and the Grantee desire that issues arising from time to time concerning the interpretation of the provisions of the Easement, or any use or activity on the Property, 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 proposed or actual use, activity, or failure to take action (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 if the Grantor agrees not to proceed or 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 Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own legal fees and other associated costs, and the costs of mediation shall be split equally between the parties.

- C. If the parties cannot agree upon the selection of a mediator, if all parties agree to bypass mediation, if any party refuses to participate in or continue with mediation, or if the parties are unable to resolve the disagreement, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542 as may be amended from time to time. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement. Each party shall pay its own legal fees and other associated costs, and the costs of arbitration shall be split equally between the parties.
- D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some use, activity, or failure to take action of the Grantor or of a third party is causing irreparable harm or damage to the Property, or creates an imminent threat of same, 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 or threat of same; enforce the terms of this Easement; enjoin any violation by permanent injunction; and require the restoration of the Property to its condition prior to any breach.

#### **9. BREACH OF EASEMENT – GRANTEE’S REMEDIES**

- A. If the Grantee determines that a violation or breach of this Easement has occurred (which together shall hereinafter be referred to as “breach”), the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves damage, disturbance, or harm (hereinafter referred to as “damage”) to the Property, to restore the portion of the Property so damaged 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, in the Grantor's name, that are reasonably necessary to repair any damage 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 damage.

- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to any conservation attribute 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 the breach or for damage to any conservation attributes 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 therefor, 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..." are in addition to the provisions of the 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 conservation attributes protected by this Easement are in immediate danger of irreparable damage, 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 an 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 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 hereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of: such term or any subsequent breach of the same; any other term of this Easement; or 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 damage to, or change in, the Property, or to any person, 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 damage to the Property or to any person 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, and, further, prior to either party taking any such separate action, the Grantee and Grantor shall first discuss with one another opportunities for taking collective action.

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, or by prepaid overnight delivery service providing a signed receipt for delivery, 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. **HOLD HARMLESS**

The Grantor agrees to release, hold harmless, defend and indemnify the Grantee 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: (i) the activities of the Grantor or any other person on the Property, other

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

### 13. **ENVIRONMENTAL RESPONSIBILITIES**

Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of any of Grantor's activities on the Property, except for Grantee's rights and responsibilities related to the monitoring of the Property and enforcement of this Easement, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended ("CERCLA"), or of any other federal, state, or local law or regulation making operators of property responsible for remediation of contamination.

### 14. **EXTINGUISHMENT & CONDEMNATION**

- A. **Extinguishment.** If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 13.C. below. In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of both Grantor and Grantee that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.
- B. **Condemnation.** If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the Grantee shall be entitled, after payment of any expenses, shall be determined in accordance with Section 13.C. below.
- C. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Sections 13.A. and 13.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 13, the ratio of the value of the Easement to the value of the Property unencumbered by this Easement shall remain constant. Any increase in value attributable to improvements made after the effective date of this Easement shall accrue to such of the Grantor and Grantee that made the improvement(s).
- (ii) **If the Grantor does not claim a charitable contribution deduction**, that value determined by an appraisal prepared by a qualified appraiser as of the time of said extinguishment or condemnation.

The balance of the amount recovered under Section 13.A. or 13.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 as determined pursuant to this Section 13.C.(i) or (ii) as the case may be.

**D. Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this Section 13 in a manner consistent with the conservation Purposes of this Easement.

## 15. **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; a public agency or qualified organization described in the Section "Benefits & Burdens," above, accepts and records the additional easement; and Grantor has given advance written notice, including copy of proposed additional easement, to Grantee at least sixty (60) days prior to execution.

## 16. **AMENDMENT**

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No

amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Rockingham County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

17. **ENTIRE AGREEMENT**

This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, and agreements relating to this Easement, all of which are merged herein.

18. **GOVERNING LAW & INTERPRETATION**

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.

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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
Name of Grantor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_. The identity of the subscribing party was determined by **(check box that applies and complete blank line, if any):**

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, \_\_\_\_\_ (name of witness), the witness being personally known to me **OR**

- The following identification documents: \_\_\_\_\_  
(driver's license, passport, other).

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_

ACCEPTED: TOWN OF LONDONDERRY CONSERVATION COMMISSION

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

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

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

STATE/Commonwealth of \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_ (name of individual and title) on behalf of the Town of Londonderry Conservation Commission. The identity of the subscribing party was determined by (**check box that applies and complete blank line, if any**):

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, \_\_\_\_\_ (name of witness), the witness being personally known to me **OR**
- The following identification documents: \_\_\_\_\_ (driver's license, passport, other).

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_

## **APPENDIX A**

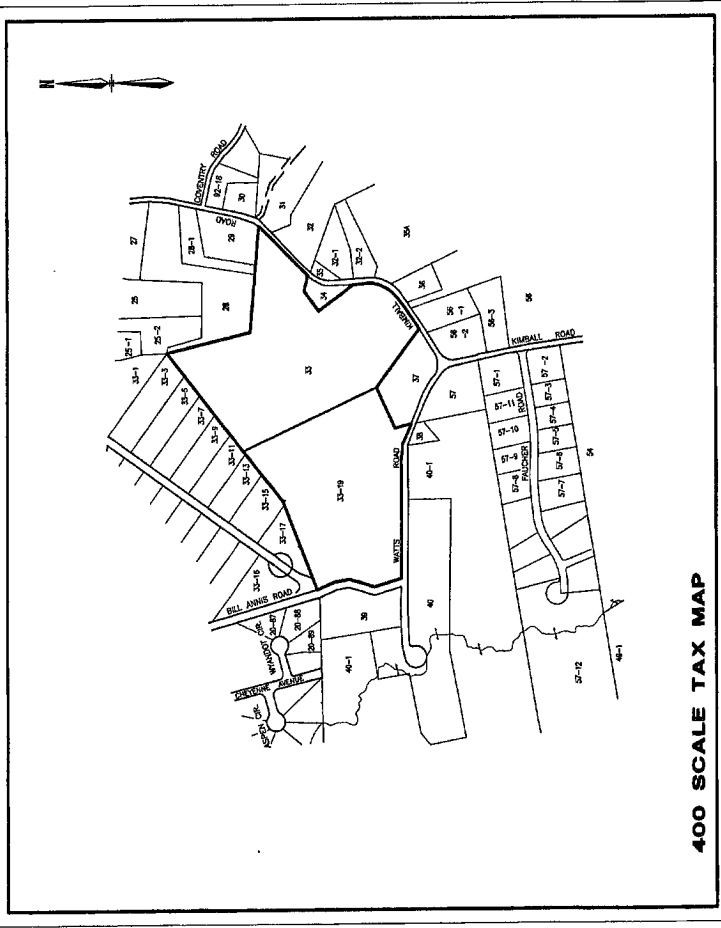
Property description to be added.



2009 MAY -4, PH 2 14 0231131

**SHEET INDEX**

- 1 OF 2 TITLE SHEET/TAX MAP SKETCH
- 2 OF 2 SUBDIVISION PLAN



**400 SCALE TAX MAP**

**LIST OF ABUTTERS**

- MAP 11 LOTS 33, 34, 35  
LORRETT M. LEBERMAN  
8 KIMBALL ROAD  
LONGONCHERRY, NH 03053
- MAP 11 LOT 37  
PAUL & BILLY CARLETON  
194 JARANTIC LAKE ROAD  
CHESTER, NH 03036
- MAP 11 LOT 38  
THE SCOTTISH LAND TRUST  
17 KIMBALL ROAD  
LONGONCHERRY, NH 03053
- MAP 11 LOT 32  
DANIEL J. TRULLO  
27 KIMBALL ROAD  
LONGONCHERRY, NH 03053
- MAP 11 LOT 40, 40-1  
GERARD & CONNIE M. BROCKETT  
25 KIMBALL ROAD  
LONGONCHERRY, NH 03053
- MAP 11 LOT 39  
THOMAS J. LADD & COLLEEN  
27 KIMBALL ROAD  
LONGONCHERRY, NH 03053
- MAP 11 LOT 36-86  
ROBERT E. & JANE W. POWDY  
29 KIMBALL ROAD  
LONGONCHERRY, NH 03053
- MAP 11 LOT 31  
WAYNE P. & JEAN E. DUVAL  
31 KIMBALL ROAD  
LONGONCHERRY, NH 03053
- MAP 11 LOTS 33-1, -3, -5,  
-7, -9, -11, -13, -15, -16, -17  
JOHN W. PO BOX 283  
DEPT. NH 03058
- MAP 11 LOT 25-2  
DANE R. MARQUELLA  
LONGONCHERRY, NH 03058
- MAP 11 LOT 28  
ZACHARY A. TAYLOR  
LONGONCHERRY, NH 03053

D-28020 sheet 1 of 2

**TITLE SHEET**

TAX MAP 11 LOT 33  
SUBDIVISION PLAN OF LAND OF THE  
**ESTATE OF IDA L. WATTS**  
KIMBALL & WATTS ROADS, LONGONCHERRY, NEW HAMPSHIRE  
PREPARED FOR  
**ESTATE OF IDA L. WATTS**  
149 EYE STREET, MANCHESTER, NH 03104  
SCALE: T-400' OCTOBER 7, 1999

**LEGEND:**

- STONE BOUND TO BE SET
- IRON PLYWOOD FOUND
- CONCRETE FOUND
- STONE FOUND
- TRUNK AND STRAP
- IRON NAIL SET
- 5/8" S&L LINE
- EDGE OF SETBACKS

**BENCHMARKS:**

ALL BENCHM. ARE BASED ON NATIONAL GEODETIC  
VERTICAL DATUM OF 1929.

NEAREST SURVEY POINT 289-289A, A STANFORD MOUNT ROCK  
BENCHM. WITH ELEVATION OF 716.167 AND  
WESTINGHOUSE BENCHM. 289-289A, A STANFORD MOUNT ROCK  
BENCHM. WITH ELEVATION OF 716.167 AND  
SPRING ROAD AND FORMER ROAD, ELEV. 282.72A

**CERTIFICATION:**

I, THE UNDERSIGNED, AS A LICENSED SURVEYOR, HAVE MADE A FIELD SURVEY MADE ON THE GROUND  
AND HAVE A UNANIMOUS CONSENT OF ALL ADJACENT OWNERS OF THE LAND WITHIN  
AND BOUNDING THE SUBJECT PROPERTY.

REV.	DATE	DESCRIPTION
1	10/7/99	ADDITIONAL DOCUMENTS
2		REVISION
3		
4		
5		
6		
7		
8		
9		
10		

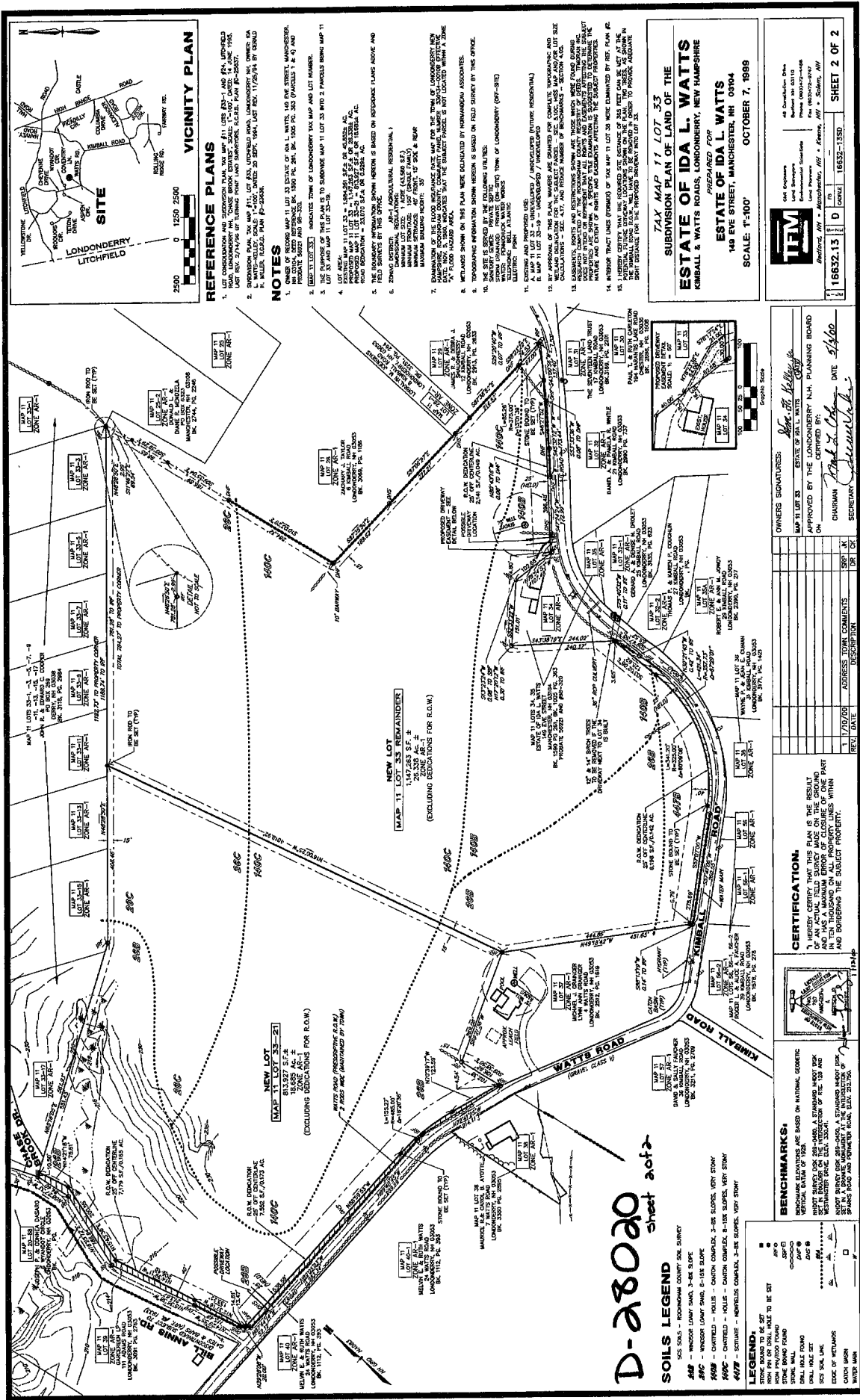
**OWNERS SIGNATURES:**

IDA L. WATTS  
ESTATE OF IDA L. WATTS  
APPROVED BY THE LONGONCHERRY N.H. PLANNING BOARD  
ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.  
CHAIRMAN: *Paul E. Chagnon* DATE: *10/7/99*  
SECRETARY: *Debra M. Smith*

**TECHNICAL INFORMATION:**

Prepared by: **TECHNICAL SURVEYING**  
149 EYE STREET, MANCHESTER, NH 03104  
PHONE: (603) 752-1488  
FAX: (603) 752-1489  
E-MAIL: [info@techsurvey.com](mailto:info@techsurvey.com)  
WWW: [www.techsurvey.com](http://www.techsurvey.com)

Project No.: 16632.13  
Drawing No.: 16632-13SD  
SHEET 1 OF 2



TAX MAP 11 LOT 33  
 SUBDIVISION PLAN OF LAND OF THE  
**ESTATE OF IDA L. WATTS**  
 KINGSMILL & WATTS ROADS, LONDONBERRY, NEW HAMPSHIRE  
 PREPARED FOR  
**ESTATE OF IDA L. WATTS**  
 149 EVE STREET, MANCHESTER, NH 03004  
 SCALE: 1"=100' OCTOBER 7, 1999

**TEC** Technical Engineering Company  
 One Exchange Street  
 Manchester, NH 03101  
 Phone (603) 757-4444  
 Fax (603) 757-1979  
 www.tec-engineering.com  
 Address: 117 Elm Street, 1st Floor, Manchester, NH  
 License: 16832.13-D WORKS 16832-13SD  
 SHEET 2 OF 2

**VICINITY MAP**  
 2500 0 1250 2500  
 2500 0 1250 2500  
**REFERENCE PLANS**  
 1. LOT 33 AND 33-21 - SUBDIVISION PLAN OF LAND OF THE ESTATE OF IDA L. WATTS, MAP 11-4, 1999, 1"=100', PREPARED FOR THE ESTATE OF IDA L. WATTS BY TECHNICAL ENGINEERING COMPANY, INC., 117 ELM STREET, 1ST FLOOR, MANCHESTER, NH 03101, PH. 603-757-4444, FAX 603-757-1979.  
 2. MAP 11, LOT 33, 1999, PREPARED FOR THE ESTATE OF IDA L. WATTS BY TECHNICAL ENGINEERING COMPANY, INC., 117 ELM STREET, 1ST FLOOR, MANCHESTER, NH 03101, PH. 603-757-4444, FAX 603-757-1979.  
 3. MAP 11, LOT 33-21, 1999, PREPARED FOR THE ESTATE OF IDA L. WATTS BY TECHNICAL ENGINEERING COMPANY, INC., 117 ELM STREET, 1ST FLOOR, MANCHESTER, NH 03101, PH. 603-757-4444, FAX 603-757-1979.  
**NOTES**  
 1. OWNER OF RECORD MAP 11, LOT 33, DECAT OF IDA L. WATTS, 149 EVE STREET, MANCHESTER, NH 03004, HAS REVIEWED AND APPROVED THIS PLAN FOR THE PURPOSES OF THE SUBDIVISION. SHEET 2 OF 2.  
 2. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE MAP 11, LOT 33 INTO 2 PARCELS BEING MAP 11 LOT 33-21 AND MAP 11 LOT 33-22.  
 3. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 4. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 5. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
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 11. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 12. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 13. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 14. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 15. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 16. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 17. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 18. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 19. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.  
 20. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECONNOISSANCE PLANS ABOVE AND FIELD SURVEYS BY THIS OFFICE.

**CERTIFICATION:**  
 I HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AND THE BOUNDARIES THEREON AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR AND ENGINEER IN THE STATE OF NEW HAMPSHIRE.  
 DATE 10/7/99  
 SIGNATURE: *David S. Goff*  
 TITLE: SURVEYOR

**OWNERS SIGNATURES:**  
 MAP 11 LOT 33 ESTATE OF IDA L. WATTS  
 ON BEHALF OF THE ESTATE OF IDA L. WATTS  
 DATE 10/7/99  
 SIGNATURE: *Ida L. Watts*  
 TITLE: OWNER

**ADDRESS TOWN COMMENTS:**

DATE	NAME	ADDRESS	TOWN	COMMENTS

**BENCHMARKS:**  
 ALL BENCHMARKS ARE BASED ON NATIONAL GEODETIC NETWORK (G.A. OF 1982). A STANDARD MOUNTAIN DICK MARK (S.M. MARK) IS LOCATED AT THE CORNER OF LOT 33-21. ALL BENCHMARKS ARE IDENTIFIED BY A STANDARD MOUNTAIN DICK MARK AND A STANDARD SURVEYING MARK (S.M. MARK) IS LOCATED AT THE CORNER OF LOT 33-21.

**SOILS LEGEND:**  
 S2S - SLOPE  
 S1S - SLOPE  
 S0S - SLOPE  
 S10 - SLOPE  
 S20 - SLOPE  
 S30 - SLOPE  
 S40 - SLOPE  
 S50 - SLOPE  
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 S70 - SLOPE  
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 S990 - SLOPE  
 S1000 - SLOPE

# RECREATION PLAN LONDONDERRY CONSERVATION LAND

Prepared For:  
Londonderry Conservation Commission  
Londonderry, New Hampshire

Prepared By:  
Arnett Development Group, LLC  
Concord, New Hampshire



With assistance from the  
Londonderry Department of Planning and  
Economic Development

December 2014



**Cover Sheet**

**Conservation Lands, by Protection Type**

- Londonderry Conservation Easements
- Town Owned/ Acquired for Conservation
- Town Owned/ Intended for Open Space
- Protected by NH DOT for Airport Access
- Mitigation
- Protected by Other Entities for Conservation
- Common Land Parks
- Dred Reservoirs

## TABLE OF CONTENTS

Introduction

Selected Conservation Land

Adams Pond/ Moose Hill Orchards\*  
Beaver Brook  
Kendall Pond Conservation Area \*  
Musquash \*  
Scobie Pond \*  
West Road Athletic Fields \*

Londonderry Open Space Networks

Apple Way \*  
Dragonfly Way  
Rail Trail \*  
Neighborhood Connections

Long-Term Open Space Considerations

Auburn Landfill  
Beaver Brook - Kendall Connection  
Little Cohas  
The Old Trolley Line

\* Denotes area listed on Outdoor Recreation Guide web site

## INTRODUCTION

Londonderry's conservation policies began to take root in 1969 when the Londonderry Conservation Commission (LCC) was founded. In the ensuing years, the Town has taken an aggressive stance in conserving its natural and cultural resources. Thoughtful purchases of land and conservation easements has enabled the Town to protect the quality of its waterways and aquifers; maintain important storm water control measures; influence air quality; and provide excellent outdoor recreational opportunities. The purchase of conservation easements has also protected prime agricultural land well into the future. All of these efforts are critical to the development of a healthy, rewarding and sustainable quality of life for Londonderry and its citizens.

**The purpose of this report is to reinforce the Town's ongoing conservation efforts by providing an informed overview of recreational opportunities on Londonderry's conservation land.** The Town of Londonderry manages approximately 1,693 acres of open space and is responsible for monitoring and enforcing conservation easements on 1,104 acres (2,797 acres total)<sup>1</sup>. The majority of this land can be used by the public for passive recreation such as hiking, snowshoeing and nature observation. However, wetlands, steep terrain, and a limited or lack of access from a public right-of-way limits the potential to enhance many areas for recreational purposes.

To determine if a tract of conservation land held potential for enhanced recreational use by the general public the following criteria was established:

- The site should be owned by the Town of Londonderry or, as in the case of the Ingersoll-Bockes land and Moose Hill Orchards, the general public is currently welcome to use existing trails and resources.
- The site needed to be large enough to accommodate recreational activities, including parking and at least one point of public access without threatening wildlife habitat or sensitive ecological areas. Five (5) acres was established as a minimum tract size.
- The site must be accessible from a public right-of-way.
- Active development of recreational use on the conservation land would not compromise the quality of life for adjacent neighbors.
- The physical character of the site should be conducive to passive recreational uses such as hiking, snowshoeing and cross-country skiing.

It was determined that twenty-two (22) conservation areas met some or all of the above criteria and were selected for an initial assessment. Of the twenty-two (22), eleven (11) were eliminated for one or more reasons. The remaining eleven (11) areas were further investigated. This report provides a detailed assessment of the those areas.

In addition to assessing the conservation land noted above, the report also looked at opportunities to unify the Town's open space system via a network of connected trails and bikeways aimed at connecting disparate tracts. The combined analysis provides a solid foundation for making informed decisions regarding the long-term enhancement of recreational opportunities on Londonderry's conservation land.

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<sup>1</sup> Final report of the 2010-11 Londonderry Open Space Task Force; adopted July 7, 2011

**Selected Conservation Land**

Adams Pond/Moose Hill Orchards

Beaver Brook

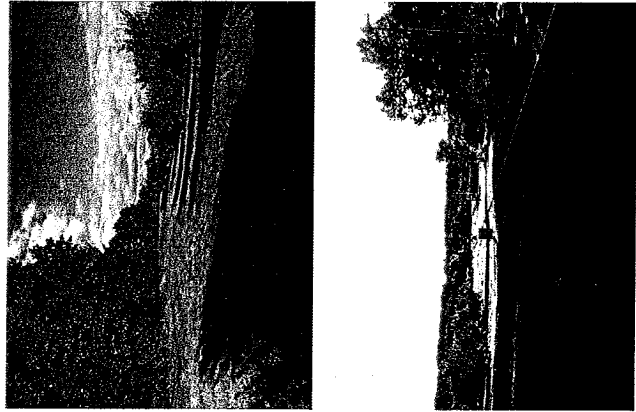
Kendall Pond Conservation Area

Musquash

Scobie Pond

West Road Athletic Fields

# Adams Pond/Moose Hill Orchards



Trailhead

In addition to developing crosswalks, the Conservation Commission should explore the development of a formal trailhead on Town owned land across from the Morrison House. A trailhead at this location could also serve the trails and activities within the Town Forest. Amenities might include two or three picnic tables and some interpretive signage highlighting the historical character of the forest and Town Common as well as the orchards.

In addition to developing a trailhead, it is recommended that the Conservation Commission work with the Town and adjacent neighbors to improve pedestrian connections to the Adams Pond and the neighborhood to the west. The Town owns a parcel of land at the head of Hampshire Lane and a series of undeveloped public right-of-ways along Wilshire Dr. have the potential to link the neighborhood to trails in the south orchard block.

## Envisioned Enhancements

- Controlled Crosswalks (3)
- Improve Area Neighborhood Connections
- New Trailhead



Adams Pond/Moose Hill Orchards

This conservation site is a privately owned, working orchard, thereby limiting the Conservation Commission's ability to implement recreation enhancements without the consent of the owner. However, visitors are welcome and the owners have enhanced the recreation experience by developing a series of themed trails. They have also placed several picnic tables throughout the site and have developed features such as the Hilltop Gazebo and the Peace Pole. During the winter, the owners maintain a cross-country ski trails and encourage snowshoeing.

## Pedestrian Access

On-site parking is limited and visitors are requested to park either at the Morrison House, headquarters of the Londonderry Historical Society, or the orchard parking lot adjacent to Mack's Apples farm stand. Consequently, pedestrian access to the Adams Pond Conservation Area requires visitors to cross either Pillsbury or Mammoth roads. Both roads serve a high volume of traffic and the lack of marked pedestrian crossings places visitors at risk, especially children and those with mobility limitations. It is important that the Conservation Commission work with the New Hampshire Department of Transportation to develop a safe crossing over Mammoth Road (in the vicinity of Mack's Apples) and with the Department of Public Works to develop a safe crossing over Pillsbury Road (in the vicinity of the Morrison House). Consideration should be given to the installation of a controlled pedestrian crossing consisting of a marked crosswalk and yellow flashing light that enables pedestrians to activate the system as needed.

## BEAVER BROOK

The Beaver Brook site offers excellent potential for recreational development. The site consists of two parcels totaling 31.3 acres and is located 500' east of the intersection of Gilcreast Road and Tokanel Drive. The land is mainly wooded, consisting of native conifers such as white pine and eastern hemlock, as well as a mix of native hardwoods: mainly oak, beech and maple. The under story consists of a mix of woody shrubs and native groundcovers. The majority of the site is upland and dry. Beaver Brook flows through the southeast portion of the site.

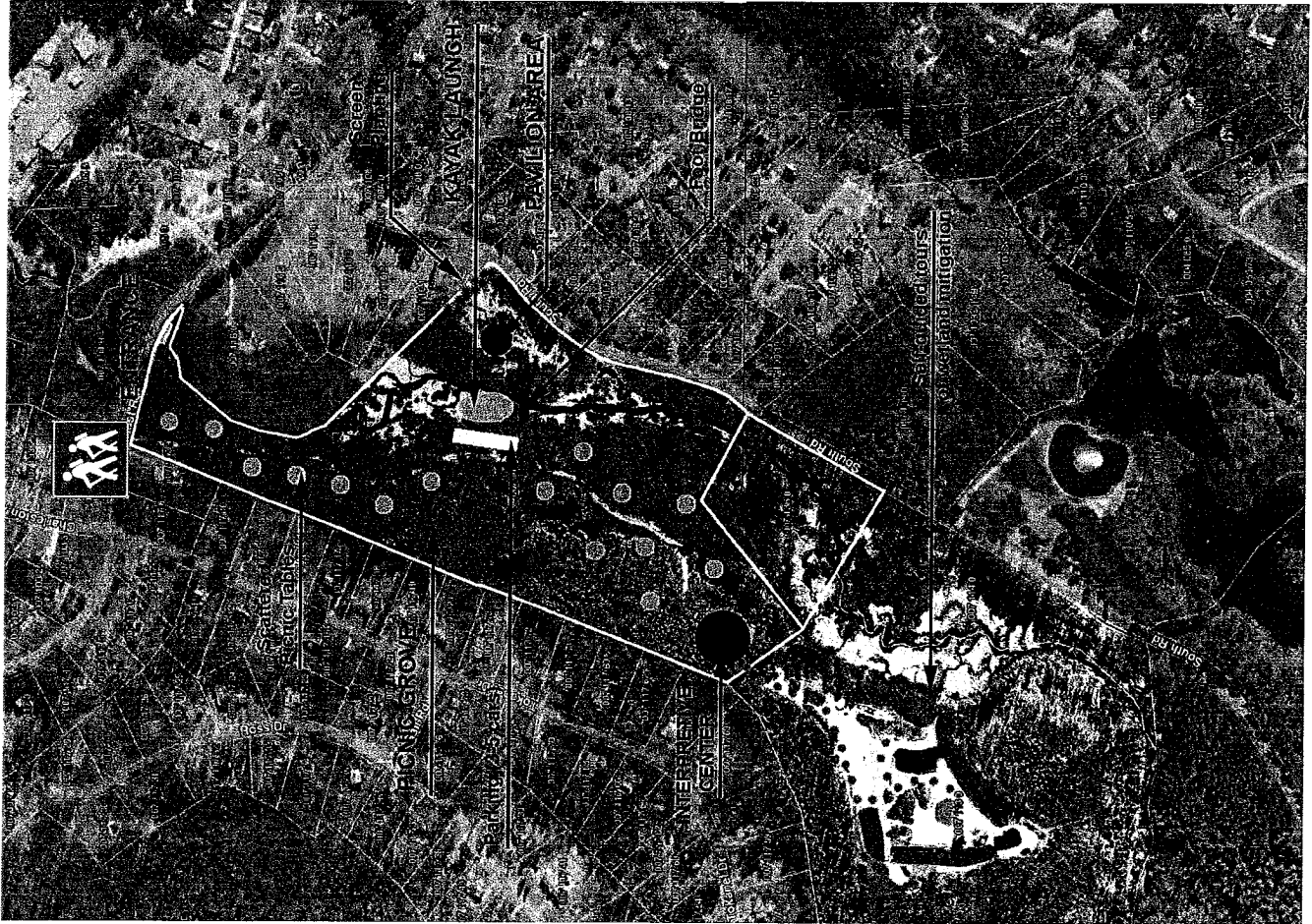
The terrain is variable and what slopes do exist are quite manageable. The area could easily accommodate the development of a central picnic area as well as a scattering of isolated picnic tables. A gravel road bisects the site and is wide enough to adequately handle two way traffic. The access is in excellent shape and would require minimal improvement. Small parking areas or "slots" could easily be developed to accommodate isolated picnic tables.

Beaver Brook runs adjacent to or through the entire two parcels. It is reasonably deep and appears to be navigable most of the year. There are several points along the brook that offer reasonable opportunity for the launching of canoes, kayaks and other small craft. Beaver Brook continues toward the southwest, passing through state owned land and the Kendall Conservation Area, eventually connecting to Kendall Pond located at the intersection of Kendall Pond Rd and South Rd.

The State of New Hampshire has recently constructed wetlands on an adjacent parcel of land to mitigate wetlands disturbed by the I-93 expansion project. The newly constructed wetlands offer an excellent environmental education opportunity.

### Envisioned Enhancements

- Develop a gated entrance on Gilcreast Road. Enhance the entrance with stone piers, signage, lighting, and landscape improvements.
- Designate a picnic area with a pavilion and small play area for group gatherings.
- Provide 15-20 picnic tables scattered throughout the area for individual and family picnics.
- Develop short loop trails with interpretive signage.
- Develop an area for safe launch of canoes and kayaks into Beaver Brook.
- Develop an Environmental Interpretive Station with seasonal exhibits.
- Enhance the public's understanding of the natural and built environment by collaborating with the State of New Hampshire to develop a self-guided interpretive trail of the newly created wetland mitigation site.





# Kendall Pond Conservation Area

## Envisioned Enhancements

Enhance existing trailhead and parking area

- Erect decorative fencing along South Road and improve signage along South Road to better announce the entrance to parking area
- Improve visibility into parking area from South Road; clear under-story of shrubs, small trees and debris to allow for better visibility into parking area.
- Install lighting within the parking area
- Improve existing signage and kiosk for enhanced presentation of recreational opportunities within the conservation area as well as for posting Rules and Regulations.
- Increase monitoring and visible presence of local police at trailhead

## Recreational Enhancements

- Create a series of designated spur trails to facilitate better access to northwest region of the site
- Where necessary, develop foot bridges and boardwalks to allow for year around access into wetter areas of the site
- Construct wooden observation platforms at various locations within the park to allow for better opportunities for wildlife observation or scenic enjoyment of the wetter areas.
- Improve the interpretive signage within the conservation area; consider a joint educational opportunity with schools or local organizations; consider seasonal exhibits depicting the conservation area; host an annual art show exhibiting the work of local painters and photographers
- Provide more seating opportunities along the trail either through the addition of more benches or the strategic placement of suitable boulders or natural elements such as tree stumps
- Consider the addition of 3-4 more picnic tables and the enhancement of the picnic area adjacent to the parking lot and trail head



## Kendall Pond Conservation Area

The landscape within the Kendall Pond Conservation Area is spectacular. The site is large, fifty-seven acres (57) but its configuration and extensive amount of wet areas limit recreational opportunities. There is an existing trail system in place, consisting of two main loops: the Yellow Loop and the Blue Loop trails. The trails are well maintained and are accessible throughout the year. A trailhead and parking area is located on South Road. Visibility into the trailhead area needs to be improved to allow for better monitoring of the parking area by police and passers by.



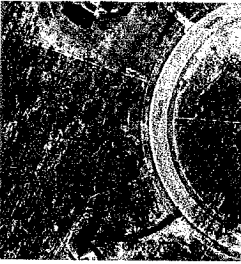
## The Musquash Conservation Area

The Musquash Conservation Area is a beloved and well maintained community open space, but lacks a memorable sense of arrival at any of its four main entrances. This belies the quality of the area and the recreational experience it offers.

There are four (4) principal entrances to the Musquash Conservation Area, all located on dead-end residential streets. Signage and other amenities vary with each location. The Hickory Hill (2) and Tanager (1) entrances have semi-designated off-road parking areas but much of the parking occurs along the edges of the road.

Hickory Hill seems to be the most popular entrance, especially with those arriving by automobile. However, the parking and arrival area are separated from the conservation area by a power line right-of-way. This limits the development of a more formal entrance and trailhead at this location.

Sara Beth Lane (3) entrance seems to be the least memorable of the four. Parking is limited to the edge of the road. This location lacks a distinct trailhead and the connector trail is somewhat long and circuitous. However in this same area, a right-of way exists at the end of Rolling Ridge Road that would allow direct access into the recreation area. The entrance road would cross the power line right-of-way and terminate at a level area within the Musquash where a series of existing trails are currently located. The terrain and soils are suitable and would easily accommodate a small parking area (10-15 cars), a small pavilion, a kiosk and other amenities. The development of a defined trailhead would greatly enhance the sense of procession and arrival to the Musquash.



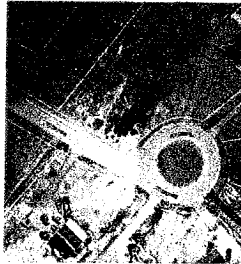
1. TANAGER WAY TRAILHEAD



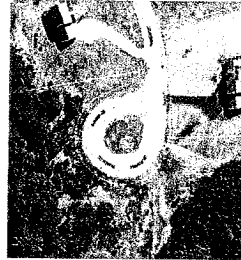
2. HICKORY HILL TRAILHEAD



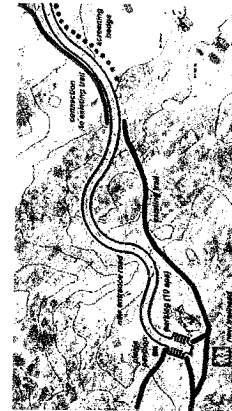
An existing Right-of-Way at the end of Rolling Ridge Road may allow for the development of a formal trailhead and entrance to the Musquash.



3. SARA BETH TRAILHEAD



4. FAUCHER TRAILHEAD



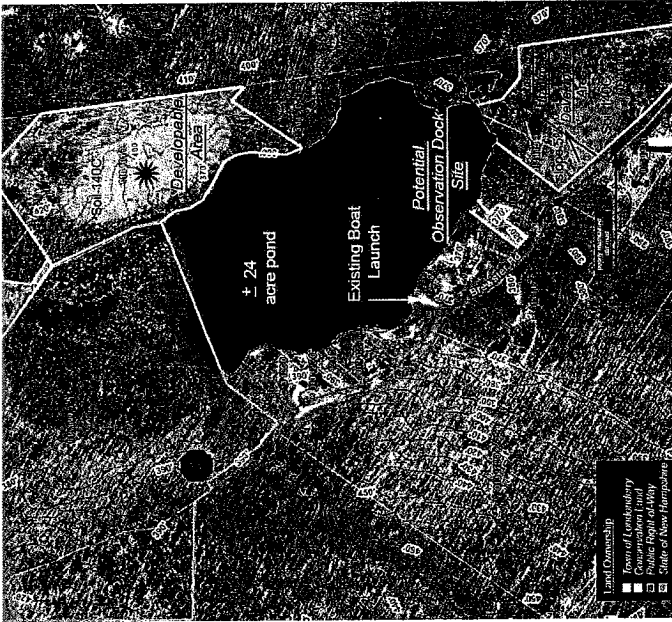
The terrain allows for the development of a short entrance road and future development of a trailhead within the Musquash.



# Scobie Pond



View of the northeast shoreline



## Site Investigation

Scobie Pond is very picturesque and peaceful. Covering approximately 24 acres, Scobie Pond is the largest body of open water within the Town of Londonderry. It is located in the northeast section of the town and can be accessed from Brewster Road. The pond is surrounded on three sides by undeveloped land, the majority of which is owned by the Town of Londonderry and the State of New Hampshire. A portion of the northeast shoreline is owned privately. Several homes are located along the southwest shoreline. The town owns approximately 12 acres of woodland at the pond's southern tip. Direct access to the pond is somewhat limited in this area due to the limited amount of shoreline and wetland constraints. The town also owns another 13 acres of woodland on the northeast shore of the property. A small boat launch is located off Brewster Road and provides accommodation for launching small craft such as canoes and kayaks. However, the boat launch area is small, which limits the maneuvering of vehicles with boat trailers.

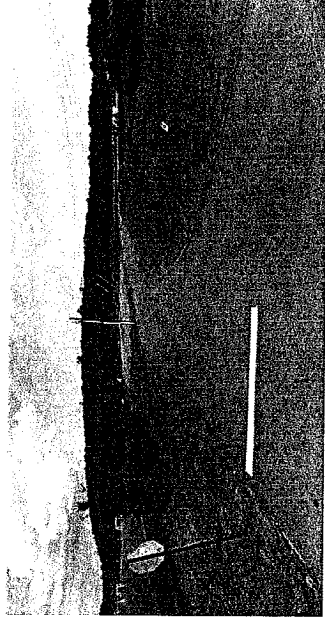
In the early twentieth century the pond was three times its existing size and noted to be a very popular fishing spot. The pond has an average depth of 12' and a maximum depth of 26'. Fishing is still reported to be good with the pond containing Largemouth Bass, Smallmouth Bass, Bluegill, Pumpkinseed, Brown Bullhead, Black Crappie, Chain Pickerel, and Yellow Perch.

The pond is ideal for canoeing, kayaking, and fishing. Swimming is limited because there is not a designated beach, nor are there any life guards or safety personal stationed at the pond..

## Envisioned Enhancements

- Improve boat ramp and launch area. Provide better signage and site amenities including a picnic table and bench.
- Develop a trailhead on the Town owned land at southern tip of pond. Provide an area for limited parking (3-5 cars with boat trailers)
- Acquire easement to connect town owned parcels along southwest shoreline to provide additional shore frontage adjacent to the proposed trailhead and parking area
- Develop a series 3-4 permit-only wilderness camp sites on town owned land along the northeast shore.
- Coordinate with the State of New Hampshire to develop a trail system connecting State owned land and Town owned land.

# West Road Athletic Fields



## Envisioned Enhancements

- Improve the existing loop trail connecting the northern and southern recreational areas. Develop an improved accessible walking surface suitable for strollers, wheelchairs and individuals with mobility issues.
- Create a scenic overlook on the high ground bordering the northeast athletic fields.
- Improve recreational opportunities associated with the existing pond and adjacent land owned by the Town of Londonderry. Consider the development of a series of interpretive stations describing the wetland habitat.
- Explore opportunities to connect the West Road Fields to the Musquash Conservation Area by extending a trail across the pond, eventually connecting to Wiley Hill Rd.



## Site Investigation

The West Road Fields consists of several athletic fields that serve the needs of the community's youth soccer program and other athletic events. Located in the southwest corner of the town, the park is a significant outdoor open space. The area is a reclaimed "borrow pit", and is comprised of two sections informally connected by a well-worn path. The park is surrounded by undeveloped land, owned primarily by the Elwood family and the Public Service Company of New Hampshire. A residential neighborhood is located to the south and southwest of the park across West Road. Within the park there is approximately 18 acres of conservation land buffering a stream and wetland.

Aside from the athletic fields, there are few amenities within the park. However, opportunity exists to enhance the area with the development of a series of trails circulating throughout the park connecting with the trails on adjacent open land, i.e. the right-of-way under the power line and a parcel of undeveloped town owned land to the northwest. Another opportunity to enhance a user's experience would be to provide better access to existing pond. While the pond offers limited opportunities for boating, it can be improved for canoes and kayaks. The quality of fishing the pond is undetermined, but it does offer opportunity for casual fishing and open water for those interested in improving their casting abilities. Other opportunities may exist for model boating (remote control toy units) or other passive, water related recreational activities.

The athletic fields in the northeast section of the park are bordered by a large, steep bank. While the bank is difficult to negotiate there is opportunity to create a trail to the high ground overlooking the ballfields. The development of an overlook would not only provide spectacular views of the games below but also an opportunity to capture scenic off-site views to the northwest.

**Londonderry Open Space Networks**

Rail Trail

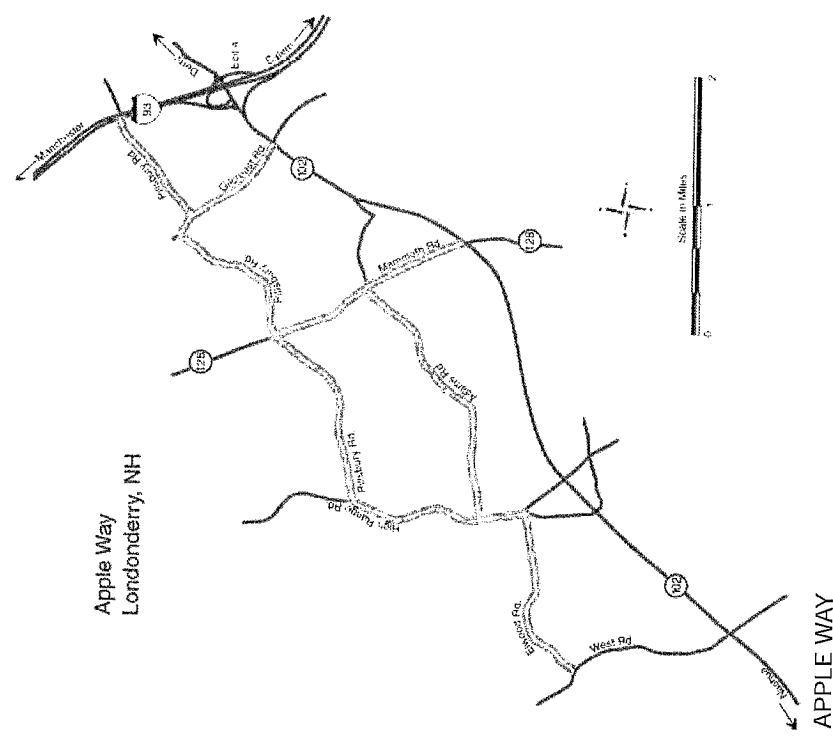
Apple Way

Dragonfly Way

Public Rights-of-Ways

# Apple Way

Apple Way  
Londonderry, NH

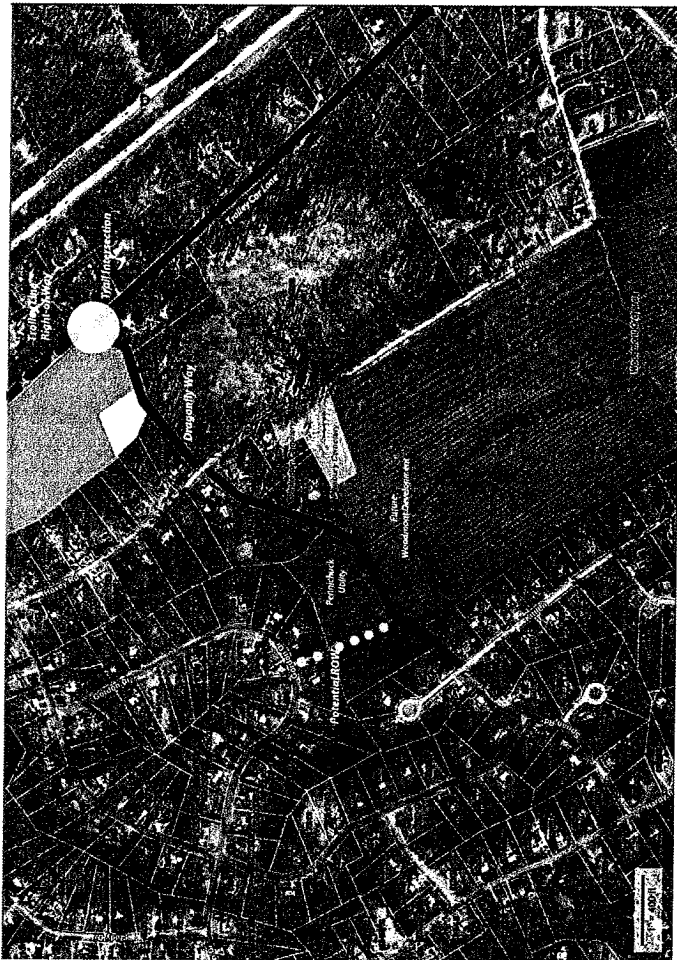


Apple Way is an important cultural resource and a part of the statewide Scenic Byways program. In Londonderry, it connects several of the Town's remaining apple orchards and community open spaces. While the byway affords an enjoyable motoring experience, it is not conducive to pedestrian or bicycle activities. The road is relatively narrow and in some areas, the shoulder is non-existent.

An effort should be made to develop a comprehensive bike-way or shared use path along the Apple Way. This will provide locals with an enjoyable and safe cycling route and possibly attract more tourists to the community. The future enhancement of Apple Way can contribute to the preservation of Londonderry's rich agricultural heritage.



# Dragonfly Way



The above diagram illustrates the potential development of Dragonfly Way. The green line represents Dragonfly Way. Also depicted is the future development at Woodmont, the Pillsbury and Pinkerton Cemeteries and conservation land adjacent to the Old Trolley Line (a proposed trail system, see Section 4).

## Dragonfly Way

A Class Six road runs between Trolley Car Lane and Kitt Lane. The road has not been maintained in many years, but the right-of-way is still in force. Local residents named the road "Dragonfly Way" when the town was developing the emergency response system. The route provides an excellent opportunity to connect several neighborhoods while at the same time offering a pleasant walking and biking experience. Due to its proximity to the future Woodmont development, Dragonfly Way will play an important role in keeping pedestrian and bicyclists off of Pillsbury Road, which can be hazardous to pedestrian passage.

Dragonfly Way can also serve an important role in developing a comprehensive hiking/biking loop system throughout the Town of Londonderry. Originating at the intersection of Trolley Car Lane and the proposed Trolley Car Line byway (see section below), Dragonfly Way will help connect several neighborhoods while also providing area residents a safe and direct connection to the schools and open spaces in the Town Center.

The comprehensive development of Dragonfly Way illustrates the effectiveness of revitalizing class six roads, as well as, unbuilt dedicated right-of-ways. These unused resources could provide vital links between existing neighborhoods and community open spaces. If enhanced creatively, right-of-ways can also serve as linear, neighborhood "pocket parks" offering a pleasant pedestrian/bicycle passage while also providing opportunity for the integration of benches, public artwork and other amenities that would enhance and enrich the lives of local residents.



The above diagram illustrates the critical role Dragonfly Way (green) can serve in linking existing neighborhoods (gray tone) and the future development at Woodmont (maroon) to the open spaces at the Town Center. The red dots represent the development of existing right-of-ways into linear pocket parks and shared use pathways.

# Rail Trail

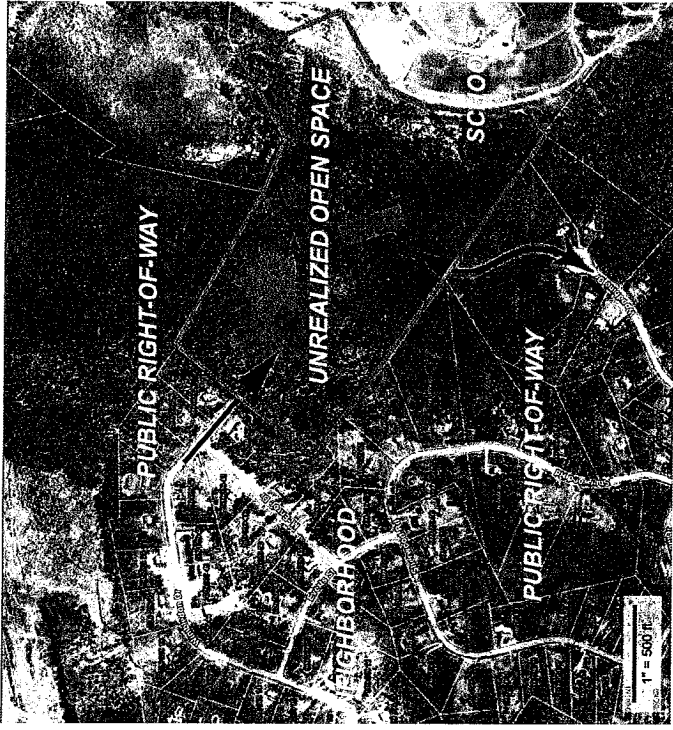


The Rail Trail being developed in Londonderry is part of a statewide development effort aimed at bringing communities together with an uninterrupted bike-way/pedestrian way. The Rail Trail will eventually stretch from the shores of the Connecticut River in Lebanon, NH to the Rail Trail system at the Massachusetts border. The Rail Trail will serve as an important recreational and commuting resource that will also serve as an important cultural/economic resource linking rural communities and major urban areas.

Locally, the Rail Trail will also create opportunities to link several of Londonderry's open spaces. The image above depicts the eventual route of the Rail Trail through Londonderry. By the end of the year, the trail will extend from its current terminus near the transit station, under the highway to the commercial area to the southeast. Once the trail is completed however, you will note that it will also serve to tie the open space at Little Cohas and conceivably link to the proposed recreation area at Scobie Pond through a proposed trail system on land currently owned by the State of New Hampshire.



# Public Rights-of-Ways



Throughout the Town of Londonderry there are a number of undeveloped right-of-ways that have potential to connect scattered neighborhoods with community open spaces and facilities in the center of town.

The development of a comprehensive pedestrian/bicycle system throughout the community would ensure that joggers, pedestrians and bicyclists could safely navigate throughout the community while avoiding high risk roads such as High Range, Mammoth and Pillsbury. These roads are high traffic corridors with high volume of truck traffic.

The diagram above and to the left illustrates potential connections (red lines & arrows) between existing neighborhoods, an underutilized open space and the school grounds in the center of town. As with the development of the right-of-ways in the Kings neighborhood the development of linear parks and shared use travel ways would significantly enhance the existing neighborhoods and afford safer circulation between community open spaces.



**Long-Term Considerations**

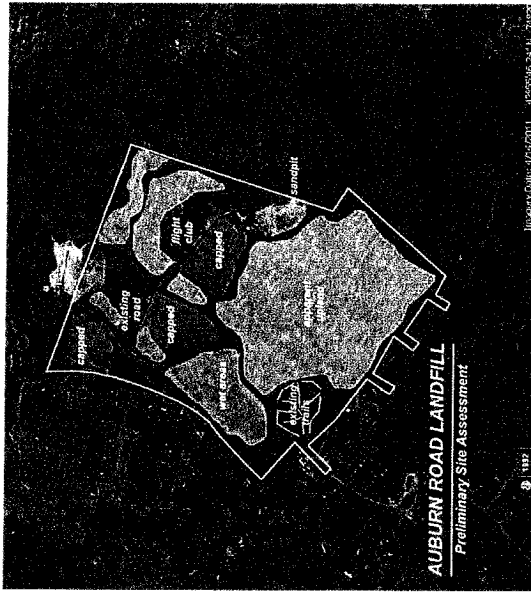
Auburn Landfill

Beaver Brook - Kendall Pond Connection

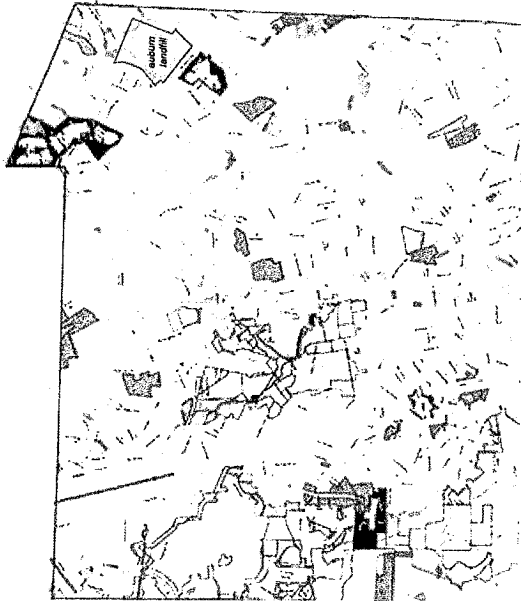
Little Cohas

The Old Trolley Line

# Auburn Landfill



The above diagram provides a general overview of the development potential for the Auburn Landfill. The olive green areas depict the capped land. These areas may be suitable for the development of ballfields whereas the majority of the site offers significant opportunity for unrestricted development of recreational resources.

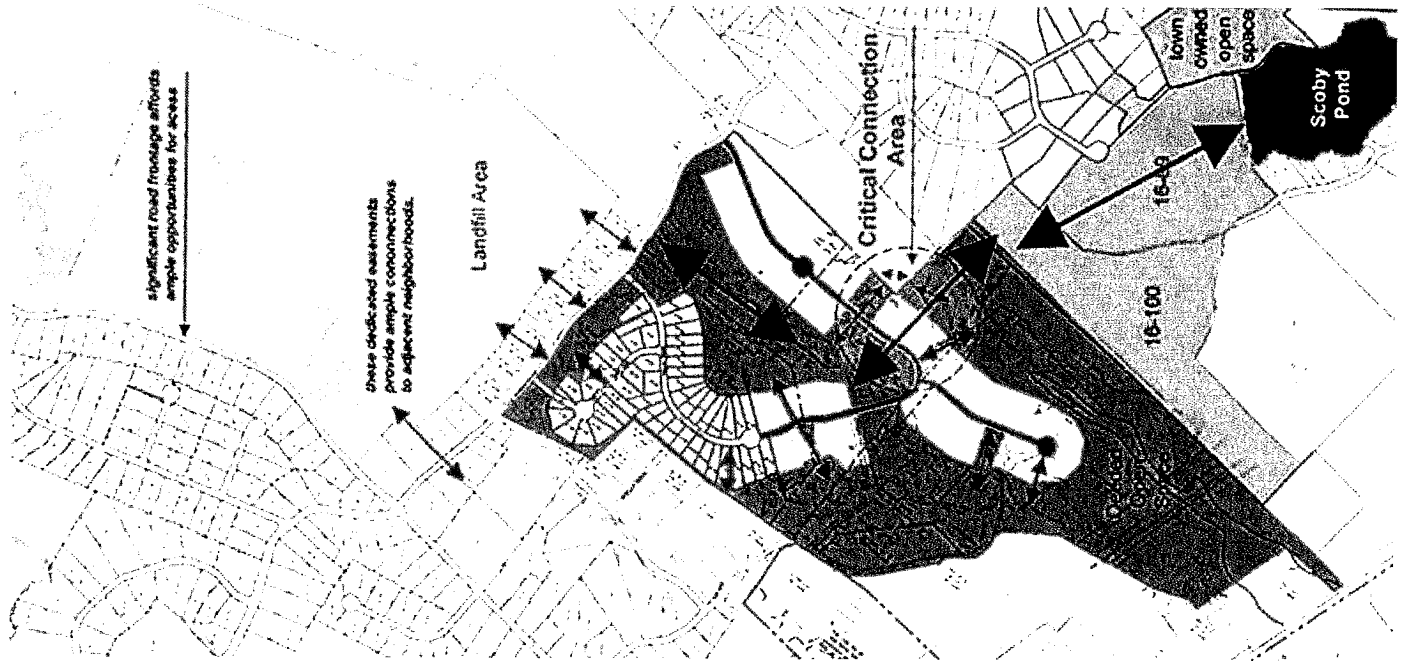


The above diagram illustrates the lack of public open space in the northeast corner of the town. The enhancement of the Auburn Landfill would provide a much needed resource for area neighborhoods.

The northeast section of Londonderry is under served when it comes to recreational opportunities. However, a long-term opportunity exists with the reclamation of the Auburn landfill. Comprised of approximately 100 acres the area is vast and the terrain is varied offering potential for a range of recreational opportunities including the development of additional ballfields, picnic areas, hiking trails. The Auburn Landfill site may also be the best opportunity Londonderry has to develop a recreation area geared to motorized vehicles such as motorcross bikes and ATVs.

There is also opportunity to connect the northeast section of town with other open space facilities, including the State owned woodlands, Scobie Pond and the Rail Trail. Ideally, the Auburn landfill site would serve as the northeast anchor of Londonderry's open space system. The diagram to the left depicts a possible scenario for the connection of the Auburn landfill site with the surrounding neighborhoods and eventually to Scobie Pond and the Rail Trail. Negotiations should be initiated with the State of New Hampshire concerning their land adjacent to Scobie Pond as well as with the developer and landowners in the Londonderry Subdivision since access through their property will be critical.

This area may also hold promise for economic redevelopment, especially for a mixed use development that offers commercial and residential uses. However, it will be important to ensure that if the area is developed in such a manner that recreational and public open space plays a key role in the overall development of the site plan to ensure that sufficient recreational opportunities are created in this section of the town.

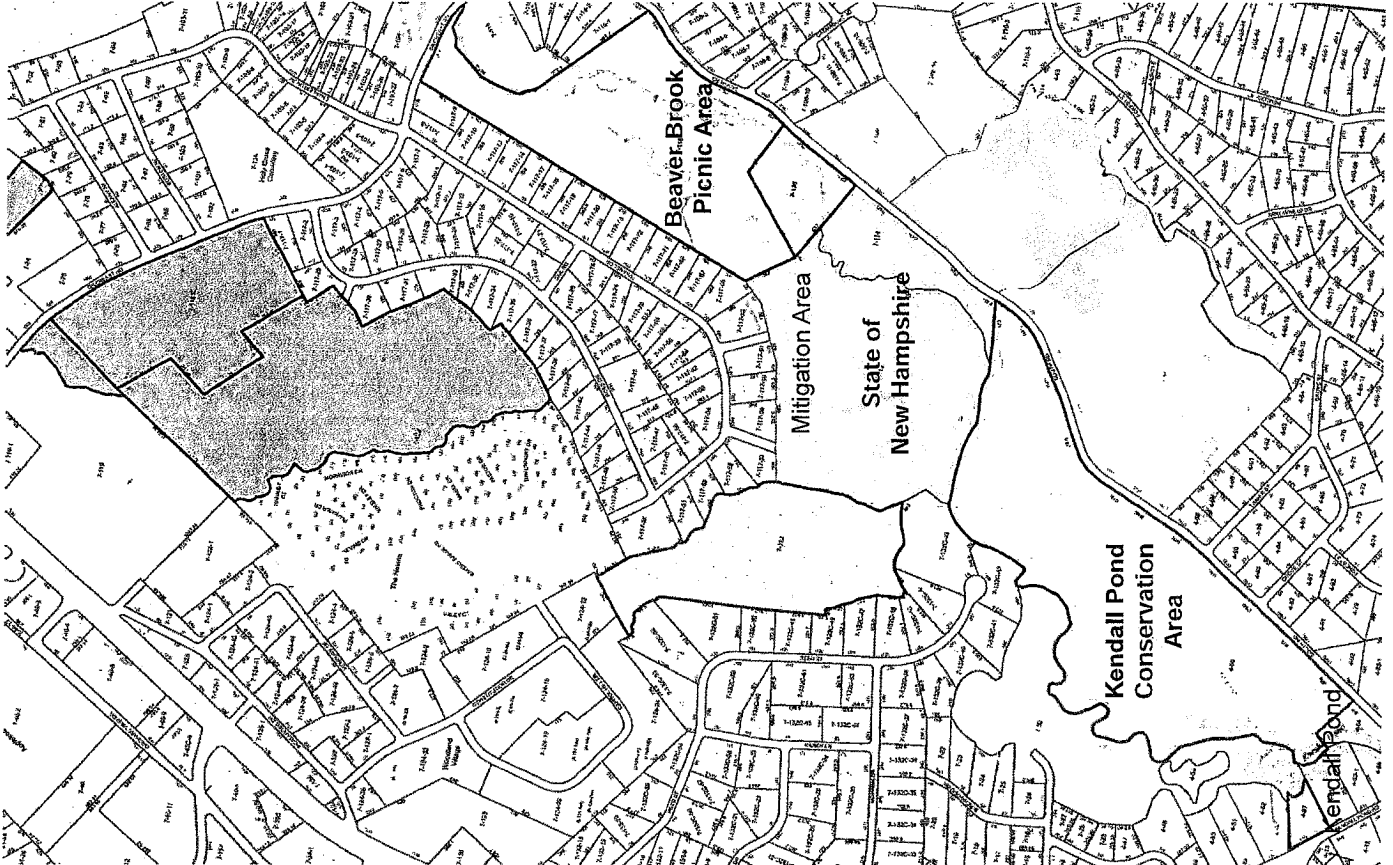


# Beaver Brook - Kendall Pond Connection

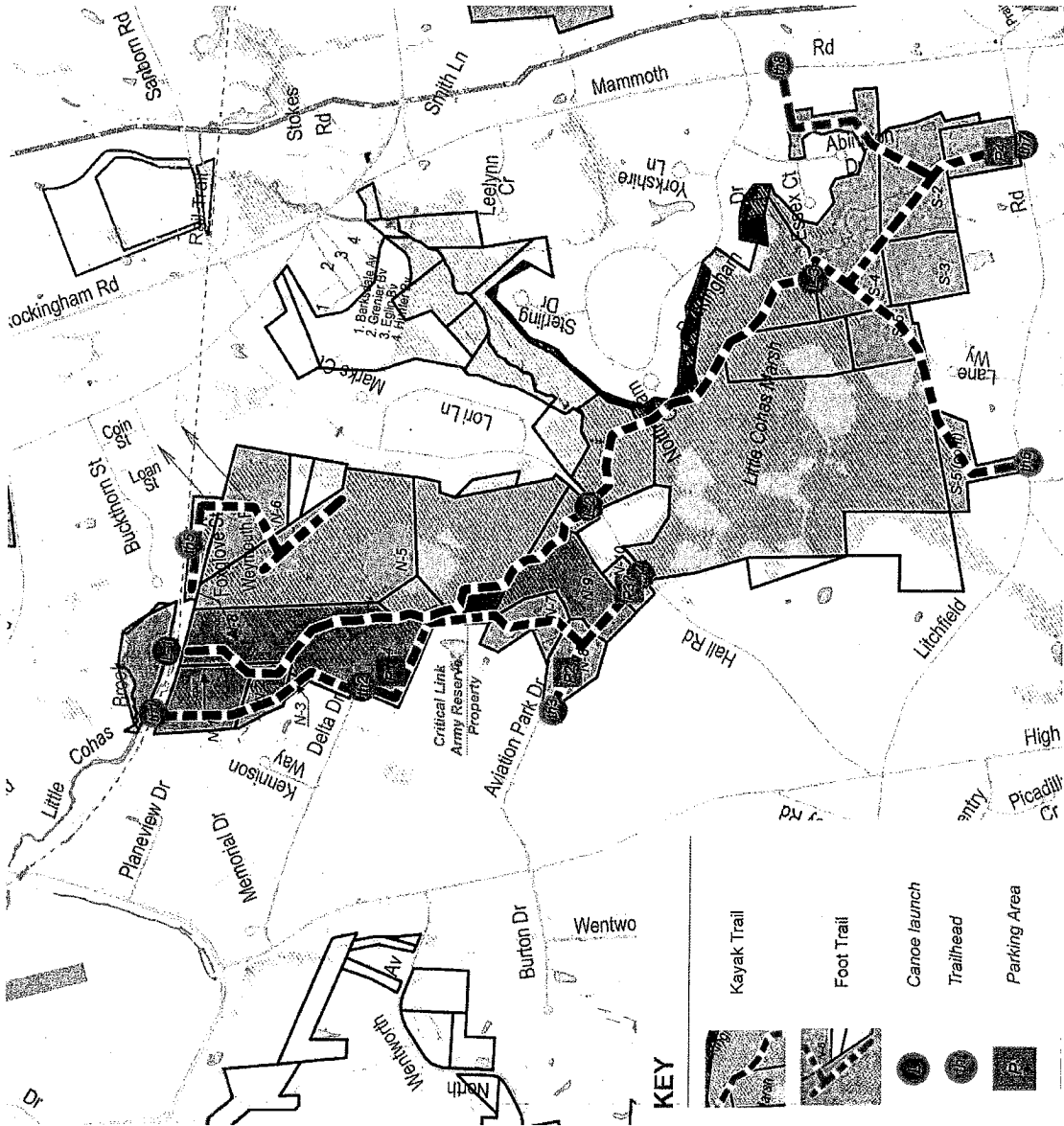


A view of Beaver Brook. The photo was taken at the northeast tip of the Kendall Pond Conservation Area and looks upstream into the State owned land.

Consideration should be given to the negotiation of an easement across State of New Hampshire owned land lying between the proposed Beaver Brook Picnic Ground and the Kendall Pond Conservation Area. Acquiring an easement over this land facilitates the development of a canoe/kayaking course between the proposed picnic area at Beaver Brook and Kendall Pond. Acquiring an easement would also facilitate the development of hiking trail that would link the two areas. Increasing the length of the trail system would greatly enhance the hiking experience in the Kendall Pond Conservation Area.



# Little Cohas



## ENVISIONED ENHANCEMENTS

- Develop a linear trail system along the west edge of the North Cohas linking the Rail Trail with Delta Dr. & Aviation Park Dr.
- Enhance the navigable way that runs through the center of the Cohas marsh to improve canoe/kayaking opportunities.
- Create canoe or kayak launch sites at the Rail Trail and Hall Rd
- Develop trail-heads connecting trails within the Cohas to the Rail Trail
- Develop a trailhead and small parking area in the southern Cohas on land off Litchfield Rd. Develop an associated picnic area (2-3 tables) and a looped trail system connecting to the Little Cohas Marsh.
- Develop a parking areas and trail-heads at the end of Delta Dr and/or Aviation Park Dr.

The Little Cohas is a spectacular open space and offers excellent opportunity for recreational development. A particularly unique feature is an open waterway that is navigable by canoe or kayak for most of the year, although navigation can become problematic in the southeast region of the marsh. The waterway offers individuals an opportunity to experience a remote and isolated wetland offering ample opportunity for wildlife observation, especially the seasonal migration of various waterfowl.

In addition, the Cohas also offers opportunity for the development of an extensive trail system originating at the Rail Trail on the north and running along the western edge of the marsh. An informal trail currently exists in this area and is frequently used by workers in the adjacent industrial park. Extending a trail system through the southern portion of the Cohas may prove problematic due the extensive wetlands in the area, but a seasonal trail or boardwalk is conceivable in the marsh.

## The Old Trolley Line

The right-of-way associated with the old trolley line offers a wonderful opportunity to enhance the pedestrian/bicycle connections throughout the town while also helping to link open spaces and community recreation areas. It is also an opportunity to recognize a special and very important component in the town and region's transportation system.

At one time the trolley ran from the center of Manchester and connected to Londonderry and several communities to the southeast. It was a vital link and provided regional residents a means of commuting between communities and in some cases from the urban centers to recreational areas in the surrounding rural communities.

A portion of that corridor is still evident in town today and runs from the intersection of Stonehenge and Mammoth roads in a southeasterly direction for almost two miles. It eventually connects with Trolley Car Lane. In total, the corridor traverses ten separate parcels and runs adjacent to another dozen.

As it exists today, the line is walkable and well used by hikers and mountain bikers. The roadbed is in good condition and would require only minor improvements to make it serve as a bike path or shared use facility.

As the community builds out, the old trolley line can become an important pedestrian corridor with the potential to complete an extensive loop trail originating at the town center, connecting the neighborhood to the east, onto Dragonfly Way, past the Woodmont community and eventually connecting with the Cohas and Rail Trail to the northwest.



### KEY:

Property Owners	Corridors
Public Service Company of New Hampshire	Trolley Line Right-of-Way
Private Property the Trolley Line Right-of-Way Passes Across	Power Line Right-of-Way
Private Property Adjacent to the Trolley Line Right-of-Way	Dragonfly Way
Conservation Land	Trolley Car Lane
Town Owned Land	Apple Way
	Trail Intersections

# RESOLUTION 2014-06(B)

An Amendment Relative to  
*Establishing a Task Force to Study Target Shooting in the  
Musquash and other Town-owned Conservation Land*

---

First Reading: 1/5/15  
Second Reading: Waived  
Adopted: 1/5/15

**WHEREAS** the Londonderry Town Council recognizes that for years both responsible gun owners and other recreational users of the Musquash have co-existed without incident; and

**WHEREAS** the Londonderry Town Council has received a number of complaints and possible solutions from residents both for and against target shooting, through a variety of formats including a workshop held on said matter; and

**WHEREAS** the Londonderry Town Council recognizes the need to attain an appropriate balance between the desires of responsible gun owners and the desires of the Town's residents wishing to recreate in the Town's conservations areas;

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council that there is established a Londonderry Task Force, to study and make recommendations on target shooting in the Musquash and other Town-owned Conservations Land.

Tom Dolan, Chairman  
Town Council

( TOWN SEAL )

---

Sherry Farrell - Town Clerk

**A TRUE COPY ATTEST:**  
1/5/2015

**LONDONDERRY TARGET SHOOTING TASKFORCE  
“COMMITTEE CHARGE”**

**PURPOSE:**

The Londonderry Task Force on Target Shooting in the Musquash and other Town-owned Conservation Land is tasked with studying the issue of target shooting in the aforementioned areas, and making recommendations to the Town Council as to what changes, if any, should be made to current Town ordinances governing such.

**REPRESENTATION:**

The “Task Force” shall consist of **ten (10)** members, **nine (9)** of whom shall be voting members, to be appointed by the Town Council, upon recommendation from the Town Manager:

Londonderry Chief of Police or designee, Chairman (non-voting member)

One (1) appointed representative from the Conservation Commission

One (1) appointed representative from Londonderry Trailways

One (1) appointed representative from **the Londonderry Police Department**

One (1) appointed representative from the Londonderry Fish and Game Club

One (1) appointed representative from the Londonderry Fire Department

Two (2) appointed representatives from the Hunting/Target Shooting community

Two (2) appointed representatives from neighborhoods abutting the Musquash

The Town Manager and the Planning & Economic Development Department shall provide administrative and technical support to the Task Force.

**ORGANIZATION:**

The Town Manager shall notify the Chairman of the Task Force of its appointees in writing on or before **Jan. 6, 2015**.

The Task Force shall determine its own rules or order of business, unless otherwise provided by law or Town Charter.

The Task Force Chairman shall appoint a secretary for the committee

**DUTIES / RESPONSIBILITIES:**

1. Hold meetings and keep minutes of any such meeting, in accordance with RSA Chapter 91-A.
2. Prepare a written report with findings and recommendations to the Town Council no later than April 1, 2015.
3. Maintain a permanent project file that at a minimum, includes:
  - A. Committee minutes;
  - B. Researched materials, data, and other analytics;
  - C. Task Force correspondence;
  - D. Other material as deemed necessary.
4. Provide periodic report to the Town Council.



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One (1) appointed representative from Londonderry Trailways

One (1) appointed representative from **the Londonderry Police Department**

One (1) appointed representative from the Londonderry Fish and Game Club

One (1) appointed representative from the Londonderry Fire Department

Two (2) appointed representatives from the Hunting/Target Shooting community

Two (2) appointed representatives from neighborhoods abutting the Musquash

The Town Manager and the Planning & Economic Development Department shall provide administrative and technical support to the Task Force.

**ORGANIZATION:**

The Town Manager shall notify the Chairman of the Task Force of its appointees in writing on or before **Jan. 6, 2015**.

The Task Force shall determine its own rules or order of business, unless otherwise provided by law or Town Charter.

The Task Force Chairman shall appoint a secretary for the committee

**DUTIES / RESPONSIBILITIES:**

1. Hold meetings and keep minutes of any such meeting, in accordance with RSA Chapter 91-A.
2. Prepare a written report with findings and recommendations to the Town Council no later than April 1, 2015.
3. Maintain a permanent project file that at a minimum, includes:
  - A. Committee minutes;
  - B. Researched materials, data, and other analytics;
  - C. Task Force correspondence;
  - D. Other material as deemed necessary.
4. Provide periodic report to the Town Council.

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

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1  
2 **December 22, 2014**

3  
4 The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry,  
5 NH.

6  
7 Present: Vice Chairman Jim Butler; Councilors Tom Freda, Joe Green, and John Farrell; Town Manager Kevin Smith;  
8 Executive Assistant Kirby Wade; Absent: Chairman Tom Dolan

9  
10 **CALL TO ORDER**

11  
12 Vice Chairman Butler opened the meeting with the Pledge of Allegiance led by Councilor Freda. This was followed by a  
13 moment of silence for all those who serve us here and abroad.

14  
15 **PUBLIC COMMENT**

16  
17 Vice Chairman Dolan opened up public comment to the public.

18  
19 Deb Paul, 118 Hardy Rd, stated that she is coming because of the last Zoning Board meeting that took place. It was  
20 mentioned at the Council meeting three months ago that the Town needs to take a fresh look at the Workforce Housing  
21 Ordinances. Paul stated that she thinks after sitting through the meetings we really need to call for a moratorium on  
22 Workforce Housing. Get updated and more accurate information before the Town starts moving forward. Paul stated by  
23 doing this she believes the Town will save the community a lot of anguish. Paul stated that she hopes the Council will  
24 consider doing this. Councilor Farrell stated that the Planning Department and Planning Board have to take it up as part of  
25 their agenda and introduce a process of writing a new ordinance. Councilor Farrell stated that once that it done and posted,  
26 anything that is in the pipeline is already under the old Ordinance. Paul asked Councilor Farrell to define pipeline. Councilor  
27 Farrell stated that if someone has already filed plans with the Town, they would need to be under the old Ordinance.  
28 Anything that would come in after the Ordinance is posted would be under the new Ordinance. Paul stated that the Developer  
29 specifically said that the Council has taken no action in updating the information so therefore they don't see a need. Paul  
30 stated that the Zoning Board denied the applicant so they will be coming back. Councilor Farrell stated that the Council only  
31 adopts them and put them into law. They have to be brought through the Council. Paul stated that she is very concerned  
32 because she lives near this project and the planned planning in this area is not planned. Paul stated that should would hate to  
33 add more workforce housing onto the already proposed plans. Councilor Farrell stated that he thinks that the Chair should  
34 direct the Town Manager to talk to the Planning Department and Board and for them to start opening up what was brought to  
35 the attention of the Council. Councilor Farrell stated that he is just not familiar with the project at this point. Vice Chairman  
36 Butler invited up Planning Board Chairman Art Rugg. Rugg stated that a moratorium requires a study. Rugg stated that you  
37 cannot do a moratorium on industrial and commercial, it is only for residential. Vice Chairman Butler asked Town Manager  
38 Smith if the process can be sped up.

39  
40 Janusz Czyzowski, Public Works Director, stated that effective immediately, all acceptable materials, paper, cardboard,  
41 plastic, glass and cans can now be placed in the same container. It is the single stream recycling program that the Town is  
42 now using. Residence should use the same containers they are using now. If anyone has questions they can call the Public  
43 Works Department.

44  
45 **PUBLIC HEARING**

46  
47 Budget workshop to continue after Town Council adjournment.

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

## OLD BUSINESS

Budget Workshop to take place after Town Council meeting adjournment.

## NEW BUSINESS

Town Manager Smith introduced Order #2014-25, Expenditure of Maintenance Trust Funds. Councilor Farrell read in the Order for \$6,484.00 for winter maintenance, Town Hall annual testing of the sprinkler system and Town Hall transfer switch control board. Councilor Farrell motioned to approve Order #2014-25, second by Councilor Freda. **Chair votes 4-0-0.**

Town Manager Smith introduced Ordinance #2015-01, an Amendment to the Zoning Ordinance relating to Rezoning Map 15, Lot 129, 484 Mammoth Road. Councilor Farrell motioned to wave the first reading and have a presentation on the second reading. Councilor Green second. **Chair votes 4-0-0.**

Vice Chairman Butler introduced Town Controller Doug Smith for an Impact Fee update. Smith referred to the three schedules in from of the Council. Smith stated that one of them outlines the activity that has occurred since the last report back in June 2014. There has not been a lot of activity other than the refunds that have been processed this past year. Another summary shows interest earnings over the past twelve months. Smith stated that the balance at the end of November in the Impact Fee Escrow Account is \$281,280.52. Smith introduced the impact fee expiration summary, the fee's that will be available for refund as of December 31<sup>st</sup>, 2014. Smith stated that the total, including interest that will be refunded is \$61,722.69. Smith introduced the impact fees that will expire six months from today at the end of June, 2015. Smith stated that the total before interest is \$7,426.22. Councilor Farrell motioned to accept Order #2014-26, expired impact fee refunds. Second by Councilor Green. **Chair votes 4-0-0.**

Vice Chairman Butler introduced Resolution #2014-07, a Resolution creating a Committee to update the 2010 Hazardous Mitigation Plan. Town GIS Manager John Vogl presented. Vogl stated that the plan is a requirement for participation in FEMA grants, such as were utilized on Brookview Drive. Vogl stated that the last plan on the record that was adopted was 2010. The requirement is that it is updated every five years. Vogl stated that they are looking for a formal committee to make that happen. Vogl stated that it will be a public committee and the duration is roughly six months or until the 2015 plan is adopted. Councilor Farrell made a motion to adopt Resolution #2014-07. Second by Councilor Green. **Chair votes 4-0-0.**

Town Manager Smith stated that this subject will be addressed at the next Council meeting on January 5<sup>th</sup>. Smith introduced the candidates who have applied. The Conservation Commission will be represented by Mike Considine. The Londonderry Trail Ways will be represented by Bob Saur. The Fish and Game Club will be represented by Dana Coons. The Londonderry Fire Department will be represented by Lt. Joudrey. The ALERT group as respectfully declined to name a candidate for this group. Smith shared the other applicants that have applied. There are six at large seats, three from the abutting community and three from the target shooting community. We received two applicants that represented both sides. There was one applicant who applied but didn't represent either side. Councilor Green suggested that there be someone from the Police Department on the committee to replace the ALERT opening. The Council agreed with the recommendation made by Councilor Green.

## BOARD COMMITTEE APPOINTMENTS/RE-APPOINTMENTS

Councilor Farrell motioned to appoint Roger Fillio to the Heritage Commission as an alternate member, re-appoint David Colglazier as a member of the Heritage Commission and re-appoint Ben Parker as an alternate member of the Recreation Commission. All three motions second by Councilor Green. **Chair votes 4-0-0.**

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

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96 Councilor Farrell motioned to re-appoint Art Rugg as a member of the Planning Board. Second by Councilor Green. Chair  
97 votes **4-0-0**.

98  
99 Art Rugg spoke on behalf of the Planning Board to approve the other re-appointment of members. Rugg stated that he  
100 doesn't see any major problems re-appointing the other members. Councilor Green asked if there is interest in people  
101 applying for these boards. Town Manager Smith stated that the Planning Board has not advertised for an opening due to the  
102 re-appointments but we do keep talent bank forms from previous applicants who have applied for Planning Board and other  
103 boards/committees. Council Green suggest opening up the position to the public to apply before re-appointing people going  
104 forward. Councilor Green stated that it's important to let people know that positions on boards are not locked. They don't  
105 automatically get re-appointed. The Council discussed going forward; opening up the position and having it open to the  
106 public to apply.

107  
108 Councilor Green motioned to re-appoint Mary Wing Soares as a full member of the Planning Board and also to re-appoint  
109 Leitha Riley as an alternate member of the Planning Board. **Chair votes 4-0-0**.

110  
111 Town Manager Smith stated that the Recreation Commission as recommended to appoint Glenn Douglas as a member of the  
112 Recreation Commission. Councilor Farrell motioned to appoint Douglas. Second by Councilor Green. **Chair votes 4-0-0**.

## APPROVAL OF MINUTES

113  
114  
115  
116 Motion to approve the minutes from December 1<sup>st</sup>, 2014 made by Councilor Freda and second by Councilor Green. **Chair**  
117 **votes 4-0-0**.

## ADJOURNMENT

118  
119  
120  
121 Motion to adjourn made by Councilor Green and second by Vice Chairman Butler. **Chair votes 4-0-0**.

122  
123  
124  
125 Notes and Tapes by: Kirby Wade Date: 12/22/14  
126 Minutes Typed by: Kirby Wade Date: 12/26/14  
127 Approved by: Town Council Date: 01/05/15