



## New Hampshire Council on Resources and Development

### **CORD Meeting**

Date: Thursday, June 23, 2022  
Time: 3:00-4:00 P.M.  
Location: Department of Business and Economic Affairs  
Kinsman Conference Room  
100 N. Main Street  
Concord, NH 03301

### **FINAL AGENDA**

#### **I. ROLL CALL AND INTRODUCTIONS**

#### **II. MINUTES**

- A. Approval of March 10, 2022, draft minutes

#### **III. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)**

- A. Tamworth- Perkins Easement for a Landowner Request for Easement Amendment (Continued from March 10, 2022).

#### **IV. SURPLUS LAND REVIEW**

- A. 2021 SLR 006 (Continued from March 10, 2022)  
Request from the NH Bureau of Rail and Transit to lease approximately 40,000 sq ft of railroad line in the Town of Londonderry to an abutter for the storage of landscape materials per RSA 228:57, which allows the leasing of State-owned properties to landowner's property that abuts the railroad property, and the proposed use does not adversely impact the use of the property by the State or other authorized users.
- B. 2021 SLR 007 (Continued from March 10, 2022)  
Request from the Bureau of Rail & Transit to propose to grant an easement over a parcel approx. 1320 sq ft of railroad land in the Town of Lundenburg, Vermont to Green Street Power Partners, a lessee of an abutting property, for installation, use, and maintenance of an overhead electrical facility per RSA 228:57, which allows for leasing of state-owned railroad property to a railroad operator or other public use.

C. 2022 SLR 001

Request from the New Hampshire Department of Administrative Services (NHDAS), on behalf of the New Hampshire Department of Environmental Services (NHDES), to lease two abutting parcels of land that were a former gravel pit and waste disposal site acquired by the State in the early 1980's. The parcels have gone through the remediation process under the Federal Superfund program the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The proposal is to lease the property to a special purpose entity that will construct, install, and operate a commercial solar farm.

**V. LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)**

A. Nothing at this time.

**VI. OTHER BUSINESS**

- **Conservation Land Stewardship Program-CORD Custodial Account Agreement finalization.**
- **Future CORD meeting dates: September 8, 2022, and November 10, 2022 at 3:00 PM.**

# MINUTES

**Approval of March 10, 2022, draft minutes**

**New Hampshire Council on  
Resources and Development**

**DRAFT MINUTES – March 10, 2022**

**MEMBERS PRESENT**

Taylor Caswell, Chair, Commissioner, NH Department of Business and Economic Affairs  
John Martin, Designee, NH Department of Health and Human Services  
Adam Smith, Designee, NH Department of Transportation  
George Reagan, Designee, NH Housing Finance Authority  
Joseph Bouchard, Designee, NH Department of Administrative Services  
Tracey Boisvert, Designee, NH Department of Natural and Cultural Resources  
Mark Sanborn, Designee, NH Department of Environmental Services

**OTHER PARTICIPANTS**

Stephanie Verdile, NH Office of Planning and Development  
Noah Hodgetts, NH Office of Planning and Development  
Christopher Boldt, Donahue, Tucker & Ciandella  
David Rosenboom, The Bearcamp Center  
Lianne Prentice, The Bearcamp Center  
Christine Fillmore, Drummond Woodsum  
Allen Brooks, NH Department of Justice  
Jared Nylund, NH Department of Administrative Services  
Steven Walker, NH Conservation Land Stewardship Program  
Charlotte Harding, NH Conservation Land Stewardship Program  
Clinton Savage, NH Bureau of Trails  
Craig Rennie, NH Bureau of Trails  
Dennis Thompson, NH House of Representatives, Coos District 1

**I. ROLL CALL AND INTRODUCTIONS**

The meeting was opened at 3:00 P.M. by Chairman Caswell. Council members and guests then introduced themselves.

**II. MINUTES**

- A. Approval of January 20, 2022 draft minutes

**MOTION:** On a motion by Mr. Sanborn, seconded by Mr. Bouchard, the January 20, 2022 minutes were approved unanimously by the Council.

**III. SURPLUS LAND REVIEW**

- A. 2021 SLR 005 (West Stewartstown)  
Request from the NH Department of Natural and Cultural Resources to dispose of .1355 acres of land with a small portion of area being used as a part of the North Stratford to Beecher Falls Rail Trail.

Ms. Verdile introduced 2021 SLR 005. Mr. Rennie from the Bureau of Trails said there was a pre-existing encroachment on the rail trail owned by the state. A building burned down six or seven years ago at this location. DNCR is seeking to dispose of just over a tenth of an acre here. There is an existing drainage

ditch between the rail trail and the adjacent property the Rancourts own, which is a rectangle sliver of land that DNCR would like to surplus. The Bureau of Trails is supportive of the project.

Ms. Boisvert added that the building that burned down several years ago is currently just a concrete pad. The site would be annexed to the adjacent property, owned by the Rancourts, located off Route 3 in Stewartstown.

**MOTION:** Mr. Martin, seconded by Mr. Sanborn, made a motion to recommend approval of the disposal of a 0.1355-acre area of land to the interested abutter as outlined in the 2021 SLR 005 application materials. The motion was adopted unanimously by the Council.

- A. 2021 SLR 006 (Londonderry)  
Request from the NH Bureau of Rail and Transit to lease approximately 40,000 sq ft of railroad line in the Town of Londonderry to an abutter for the storage of landscape materials per RSA 228:57, which allows the leasing of State-owned properties to landowner's property that abuts the railroad property, and the proposed use does not adversely impact the use of the property by the State or other authorized users.

Ms. Verdile introduced 2021 SLR 006. Mr. Smith said that DOT Railroad Planner Lou Barker wasn't present and that he wasn't prepared to speak on Mr. Barker's behalf. Mr. Smith requested that discussion of 2021 SLR 006 and 2021 SLR 007 be postponed until the next meeting.

- B. 2021 SLR 007 (Lunenburg, Vt)  
Request from the Bureau of Rail & Transit to propose to grant an easement over a parcel approx. 1320 sq ft of railroad land in the Town of Lunenburg, Vermont to Green Street Power Partners, a lessee of an abutting property, for installation, use, and maintenance of an overhead electrical facility per RSA 228:57, which allows for leasing of state-owned railroad property to a railroad operator or other public use.

#### **IV. LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)**

- A. Nothing at this time.

#### **V. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)**

- A. Monitoring Update-Perkins Easement, Tamworth.

Chairman Caswell said he would welcome comments from various parties today, but he didn't think it was the Council's intent to take action at this particular meeting. He suggested that the Council collect questions from the parties and then more formally address this item at the next meeting. He requested Attorney Brooks provide a little background and then give 15 minutes to each party to present.

Attorney Brooks said the easement in question was purchased with LCIP funds. He said that CORD has a responsibility to oversee the lands that were obtained through the LCIP program. In this case there were three different lots all under one conservation easement. Attorney Brooks read section 2 of the easement which states, "the easement shall not be subdivided or otherwise divided into parcels of separate and distinct ownership and may be sold, conveyed, or transferred only in its entirety". In this case two of the three easements were conveyed separately, which in his opinion violates the terms of the conservation easement. He said there was a similar case in Canaan, which was litigated, but that the Council is here in a different posture today. This case is different than in Canaan where the owner said they transferred the property and weren't going to put it back as neither party is seeking an adversarial process here and there is a proposal on the table from the Bearcamp Center, which Attorney Boldt is going to present today. Attorney Brooks noted that the Council will then have to decide whether to deny

or accept Bearcamp's proposal. Attorney Brook's noted that he provided the Council with a memo on how to come to a decision on this issue. He also noted that the Council could go into a non-meeting if it is in need of legal advice from him.

Attorney Christopher Boldt with Donahue, Tucker, Ciandella, said he was representing the Bearcamp Center. He apologized for not being hired two years ago to remedy the situation. He said it is a situation where a mistake was made by an untrained person who thought they were dealing with separate tax map lot numbers and not doing a subdivision or something that required applying to the town. He noted that the Bearcamp Center is the new name for the Sandwich Community School, a well-respected environmental focused non-profit school that has been in the Tamworth – Sandwich area for more than thirty years. He reiterated that Bearcamp didn't intentionally violate the terms of the conservation easement but made a simple mistake. He said he wished the title company that closed the transaction said something or the Massachusetts lawyer who represented the buyer had said something.

Attorney Boldt then showed an enlarged map of the three parcels in question, the east parcel and west parcel, and the central parcel, outlined in green. The Community school building, which is the old homestead, is located outside of the [central parcel's] easement area. The Bearcamp River in blue and Route 25 run to the south. He then reviewed the history of the transaction noting that there were communications between Lianne Prentice, the Director of the Bearcamp Center and the Tamworth Conservation Commission Chair about the impending sale and the fact that two of the parcels would be conveyed and that the school would retain ownership of the third parcel, which was contained in the monitoring report submitted to the state [Conservation Land Stewardship Program] in December 2020. Nobody realized this was an issue until October 2021, months after the March 2021 sale.

The buyer is a farmer, that bought two parcels shown in yellow across Bunker Hill Road, a town-maintained road. They also bought a 19-acre easement below the river which is burdened by a different easement. The area the school retained is located in the purple line. That area contains both the central parcel in question, the school building, and some fields. The triangle parcel at the top, north of the central parcel was previously conveyed to the town. The town also owns an area around Jackman Pond. What is shown in orange is a right-of way from Bunker Hill Road to Jackman Pond which the easement states the school has a right to close from time to time. There is also a small parking area associated with it.

As a result of the sale, the school has been able to pay off its mortgage and perform some maintenance on the school. The farmers, the Prills, [who bought the east and west parcels also subject to the conservation easement] don't have money to buy more of the land so its not possible to uphold the principal of maintaining the conservation easement in its entirety by a single owner.

The town's conservation commission originally said it was in support of the proposal, but at a second vote says now says it doesn't want to take new lands since it can't evaluate them in the winter with snow cover.

Attorney Boldt noted that what is being proposed is an after the fact blessing of the problem with the school giving up two of its rights, the right to block public access of the road in question and the right to continue to reclaim area for ballfields and what was a spent gravel pit, so it goes back to being natural. In light of the school's non-profit status and the lack of intent to develop the property which would be contrary to the purposes of the easement, the Bearcamp Center is requesting as stated in Lianne Prentice's letter of January 10<sup>th</sup>, that Bearcamp comply with the provisions of an amendment to the conservation easement as a low-risk project.

Attorney Boldt noted that the deed which went to the Prills, Zero-Mile Farm, LLC, doesn't contain the language he would have included to show the obligation of the easements. However, the School and the Prills are amendable to updating the deed to correct the language and are also amendable to doing an updated version of the easement. The town has an updated form for the easement. The original 1991 easement was from a family that is deeply connected to the school. In conclusion, this is a case of asking

for forgiveness. But, by giving up something not creating a precedent for somebody else to take advantage of. Attorney Boldt further noted this is a unique configuration of a conservation easement which is bisected by a major state highway, Route 113, and Bunker Hill Road. He said he understood how the problem was created, but here they are trying to fix it.

In response to a question from Chairman Caswell, Attorney Boldt noted that anything outlined in green on the map is burdened by the conservation easement – east, west, and central parcels. He also noted where the school building was located on the map outside of the boundary of the central parcel. The purple area is what was not deeded to the Prills. He also noted other parcels owned by the Prills.

Chairman Caswell asked which parcels the Prills purchased. Attorney Boldt responded that the Prills purchased five parcels in total, two of which are part of the easement [the east and west parcels] and three other parcels outside of the easement. The plan showing tax parcel ownership is referenced in the deed however the easement isn't cleanly referenced in the deed, which is why a corrected deed is needed.

Chairman Caswell then asked to confirm that the third parcel [central parcel] is used for ball fields. Attorney Boldt responded that the third parcel is used for ballfields as well as blocking off access during the school year and there is a spent gravel pit which by the terms of the easement, Bearcamp is entitled to reclaim. As part of the proposal, Bearcamp is willing to give up this right.

Lianne Prentice, Director of the Bearcamp Center, corrected Attorney Boldt's description noting that the five lots which Bearcamp sold are five separate tax lots, and Bearcamp only retained ownership of one tax lot. Bearcamp's tax lot is half under easement and half not including a gravel pit which the easement says Bearcamp has a right to landscape for ballfields or a lawn. Bearcamp proposes to relinquish that right and let the quarry return to its natural, wild state. To the east of the schoolhouse is a large low-bush blueberry field. The dividing line of the easement goes through the center line of the field. The easement says the gravel pit area could be used for ball fields or a lawn. Under a compromise agreement the Bearcamp Center would give up its rights to the gravel pit area and let it return to its natural state.

Assistant Commissioner Sanborn asked if everything got approved who would have final ownership over what. Attorney Boldt said ownership would remain as it is today so that the Prills, Zero Mile Farm, LLC would retain ownership of the east and west parcels and two parcels, the school would own the area in the purple line, half of which is burdened by the easement. The east and west parcel would still be burdened by the easement. Two smaller parcels wouldn't be burdened by the easement.

In response to a question from Ms. Boisvert, Attorney Boldt noted that Jackman Pond is to the north of the school and extends off the map. Jackman Pond is connected to the Bearcamp River to the south via a stream that runs between the Subject Property and Route 25.

Ms. Boisvert asked which parcels the conservation easement language would be updated for. Attorney Boldt responded that the Prills would sign off on an updated easement for their parcels and the Bearcamp Center would sign off on an updated easement for the Central Parcel. He noted that the updated easement language was contained in the packet of materials that the Council was provided prior to the meeting.

Ms. Boisvert asked where the historic homestead is located. Attorney Boldt responded that the homestead is the school building. The farm was located where the east and west parcels are and possibly other areas. In the 1960s the Perkins stripped off the topsoil and sold it, so some areas of the east and west parcels are pretty sandy.

Ms. Verdile noted that the gravel pit was subject to reclamation under RSA 155-E which could place restrictions on the use of the gravel pit under RSA 155-E. Attorney Boldt

responded that the gravel pit predates RSA 155-E and would be exempted. Ms. Verdile clarified that regardless of grandfathering the gravel pit would not be exempt from reclamation. Attorney Boldt said the gravel pit was only used for internal purposes and wasn't actively being used for commercial purposes and had been inactive for at least thirty years. He said that they can check with the Tamworth Conservation Commission about when the gravel pit was last in use and whether it is subject to reclamation. Mr. Walker noted the gravel pit is pretty flat and there isn't a big hole in the ground. Ms. Prentice noted that the gravel pit is sandy soil and there is an area the family used for gravel in the 50s and 60s. While there is a concave nature to the gravel pit the easement states there can be no additional mining of additional gravel from pit. The Bearcamp Center has been working with NRCS on various plantings in the gravel pit for reclamation. She noted that language of the easement allows for "shaping, grading, altering" the gravel pit to make it into lawns and playing fields. The Bearcamp Center has agreed to keep the gravel pit wild in the amended conservation easement. Ms. Verdile clarified that she wanted to ensure that the i's were dotted, and the t's were crossed. Attorney Boldt said the last gravel pit he dealt with in Alexandria with there was concern about the angle of repose, which is a non-issue here.

Attorney Christine Fillmore with Drummond Woodsum representing the Tamworth Conservation Commission asked about the additional 34 acres that were originally proposed to be added to the second portion retained by the Bearcamp Center. Attorney Boldt responded that Nelson O'Brien owned a 34-acre parcel to the north up Bunker Hill Road, but the Tamworth Conservation Commission didn't want to make a commitment because it couldn't assess the value of the property under snow cover. He then showed the location of the 34-acre parcel in proximity to the three-parcels in question, on the map.

Attorney Boldt said that because Mr. O'Brien wasn't present, he didn't want to make any commitments that the 34-acres should be part of the compromise proposal and stated he hopes that what the Bearcamp Center has proposed is enough and there isn't a need to involve Mr. O'Brien in these negotiations. However, if need be, they could go back to Mr. O'Brien in the process of negotiation.

Assistant Commissioner Sanborn asked what Mr. O'Brien's involvement was in this case. Attorney Boldt responded that Mr. O'Brien's generosity comes from his belief that if he had caught this error in December 2020 when the Tamworth Conservation Commission filed the monitoring report with the state, there wouldn't be a need to be here today. Attorney Boldt clarified that he doesn't believe this is necessary, but this is something for the Council to determine. Attorney Boldt clarified in response to a question from Assistant Commissioner Sanborn that Mr. O'Brien had offered to add his 34-acre parcel to the conservation easement. Attorney Boldt said he didn't know if this made sense as it was fairly removed from the location of the other three parcels subject to the conservation easement.

Attorney Brooks asked if Mr. O'Brien's 34-acre parcel is connected to other conservation land. Attorney Boldt responded that he didn't know. Attorney Fillmore clarified that this was the first time she had heard that the 34-acre parcel was not part of the compromise proposal.

Attorney Fillmore said she wishes she had also been contacted earlier, but that she was only made aware of this issue three months ago. She noted she had already sent Attorney Brooks the opinions of the Tamworth Board of Selectman and Conservation Commission and didn't have much to add. She said the Conservation Commission takes its obligations for stewardship and enforcement very seriously and is prepared to do whatever it needs to do to meet these obligations. However, it wants to reach a compromise that works for all parties. The Conservation Commission has looked at this a couple of times. Because Mr. O'Brien's land had been offered the Conservation Commission needed to look at it again because he had participated the first time and their major concern is that they can't do due diligence about the 34 acres until snow melts in the spring. The Conservation Commission is less concerned than the Board of Selectman is about having multiple owners for a single conservation easement, but they are concerned about the precedent about blessing a violation might create for future conservation easements. The Board of Selectman is concerned about a variety of issues. First, the potential for three-sets of owners for a single conservation easement, which is less of an issue if the 34-acre parcel isn't part of the compromise. They also didn't know if there was enough of a connection between the 34-acre



parcel and the other three parcels to warrant adding it to the conservation easement. The original intent was to preserve three parcels as one conservation easement. They are concerned about changing that now. The Selectman's overriding concern is what would this look for other property owners in the future if there was a violation which was cured by amending the conservation easement language. Neither board has said they don't want to find a way to fix this. However, neither board [the Conservation Commission or Board of Selectman] is on board with the current proposal. There might be a way to get there, but they aren't there yet.

Assistant Commissioner Sanborn asked why the people concerned now weren't previously concerned. Attorney Fillmore said the Board of Selectman had no idea there was a problem until the state brought it to the Conservation Commission's attention, at which time they hired her. The Conservation Commission did know about the sale, but the Board of Selectman wasn't made aware of the sale until the state brought it the Conservation Commission's attention.

Chairman Caswell asked who the responsible party is for stewarding the easement. Attorney Fillmore responded said it is the Town of Tamworth Conservation Commission.

Ms. Boisvert clarified that the easement holder is the Town of Tamworth and asked if the Board of Selectman is the responsible party that signs the easement. Attorney Fillmore said the Tamworth Conservation Commission takes care of day-to-day monitoring and normally would be providing feedback to the Board of Selectman. The Board of Selectman doesn't get involved until there is a problem so they wouldn't have known anything was wrong which is normally how it works across the state.

Chairman Caswell asked if Mr. Walker wanted to speak about this issue. Mr. Walker declined.

Assistant Commissioner Sanborn asked why the Council isn't acting on this today. Chairman Caswell said that was his recommendation based on a review of the materials. Ms. Boisvert clarified that language that says "easement shouldn't be subdivided or otherwise divided into parcels of separate and distinct ownership and may be sold, conveyed, transferred only in its entirety is in many conservation easements not just LCIP easements, many overseen by DNCR and the Department of the Agriculture. All of DNCR's easements have language prohibiting subdivision to make sure that all parcels that are subject to an easement are conveyed together to prevent this situation from occurring. She echoed the concerns of the town of the precedent setting nature of this case and that she wouldn't want this compromise to effect other conservation easements.

Chairman Caswell asked if the precedent is breaking the easement or failure of the local conservation commission to catch what they were responsible for overseeing? He said he agreed that he doesn't want to break standard language and have folks coming to the Council to bless other similar situations but noted there are some unique circumstances here.

Assistant Commissioner Sanborn said this isn't precedent setting, but rather continues the precedent of don't screw up. He said that too many people missed this, and we are too far down the road to go back in time. He reiterated that he is ready to vote on the compromise proposal before the Council today.

Ms. Boisvert asked about other creative solutions. She wondered what the school uses the parcel for and why they want to retain it. Would it be possible for all tracts to be conveyed to the farmer in fee and then the farmer could lease back the central parcel back to the school so that all parcels are under the same ownership. She said she hates the idea of letting a violation go just because it wasn't immediately discovered. Assistant Commissioner Sanborn said he doesn't share this concern and sees a workable solution in front of him so there is no need to identify other solutions.

Mr. Nylund asked about whether a title policy was purchased by the buyers or sellers. Attorney Boldt said a title company did the closing, but not sure if a title policy was purchased. Attorney Boldt said he thought

of this transfer solution which Ms. Boisvert proposed, but that because the school is a nonprofit there could be an issue of the nonprofit giving away its assets in violation of other laws.

Attorney Boldt said the way to avoid creating a precedent would be to write an agreement in consultation with Attorney Brooks and Attorney Fillmore outlining what happened, what went wrong, what is being offered by the Bearcamp Center as a remedy, so it is not just a pathway for other violations. He said he also just reviewed the language for a similar case for Squam Lakes where the language is a little different, says "whether by tax lots or not" and that you can't just get rid of one lot under a conservation easement. He said that his hope is that they can put enough teeth in the amendment to avoid setting a precedent.

Ms. Verdile asked about the financial implications of someone making money from the sale of a property with a conservation easement purchased with LCIP funds. Mr. Walker said LCIP program gave money to the town for three properties. The original owners, the Perkins, received money and the town received conservation easement and the reserved rights that go along with it. After that, the school [The Bearcamp Center] became the owners, but he doesn't have details on that transaction. In response to a follow-up question from Ms. Verdile, Attorney Boldt noted that the Perkins made money off of selling the easement and that LCIP contributed \$40,000 or \$90,000 for the three parcels combined. He noted that the school sold the five parcels for \$400,000, including some not burdened by the easement, which were used to pay off the school's mortgage. Attorney Boldt noted that Mr. Walker was correct that the language on the last page of the easement stated that the school retains the right to close off the easement. The Perkins also knew that the easement was going to the school at the time of the transaction.

Ms. Verdile noted that someone has profited off the sale of a LCIP funded conservation easement. Assistant Commissioner Sanborn noted that a couple of people have profited. Ms. Verdile wondered about the precedent of someone making money off the sale of an LCIP funded easement. Attorney Boldt responded that conservation land sells all the time for more than it was bought for. The issue at hand is that the parcel is burdened by the easement, but that new language is needed to tighten up the issue. The Prills are not saying they bought the two parcels without knowledge of the burden of the easement.

Assistant Commissioner Sanborn asked what Ms. Verdile wasn't understanding. Ms. Verdile wants to make sure that setting precedence for making a profit off the sale of an easement without realizing there was an issue should be noted in the agreement. Assistant Commissioner stated that this happens all the time. Attorney Boldt clarified that the only issue is that the third parcel was sold separately from the other two and that the school retained the third property due to having an interest in the community. Don't have an economic problem but a clause 3B problem.

Ms. Boisvert asked if the Division of Charitable Trusts reviewed this proposal and provided any comments. Attorney Brooks said that Tom Donovan is the Director of the Charitable Trust Unit at DOJ. He said that Mr. Donovan is not at a stage yet with the Council's formal review to provide comments, but he hasn't heard from him that what has been proposed is a hard stop. He was under the impression that there was a third parcel. Attorney Brooks said he isn't sure what Mr. Donovan will do at the end of the day. He noted that approvals will be needed from the town since they hold the conservation easement, CORD, and the DOJ Charitable Trusts Unit. Attorney Boldt said that his understanding is that Mr. Donovan is waiting for the Council to act on this matter before weighing in on the matter. Attorney Brooks said that was his understanding as well. If CORD doesn't approve the compromise proposal, there will be no reason to proceed. If it does, then the Charitable Trust Unit will provide its input.

Ms. Boisvert asked if the Town as the easement holder decides they don't want to accept the proposal, can the Council or the Charitable Trust Unit trump the Town's decision? Attorney Brooks said you need three yeses. Attorney Boldt said that based on his review of the minutes the Tamworth Conservation Commission is waiting for the Council to decide before it makes its own decision.

Attorney Brooks in response to a question from Chairman Caswell confirmed that the Council is one of three approvals needed and that the other two approval bodies are waiting for the Council to make a decision.

Assistant Commissioner Sanborn reiterated that he is ready to move forward with a vote today and said he didn't have a need to identify other solutions. He said that if they were trying to put in a big box store this would be a different issue.

Chairman Caswell asked if anyone else is ready to vote today. He stated that his sense was that the Council would want additional time to review documents before reaching a decision, but that he wasn't opposed to taking a vote today.

Assistant Commissioner said it doesn't make sense to add the additional parcel as this would make an already confusing situation even more confusing.

Mr. Bouchard said he has concerns about the nature of language and the precedent it could set for conservation easements across the state needs to be better understood by the Council. While this case is unique, he isn't ready to vote today.

Mr. Martin asked how the Council gets the additional information it needs to reach a decision. Mr. Bouchard suggested that the Council talk with Attorney Brooks about the nature of the language being proposed and what was broken that the Council would be saying is okay. He clarified he doesn't dispute that some are ready to take a vote, but that he feels there is a need to vet the proposed language further before taking a vote.

Mr. Sanborn said that is why he stated he was ready to vote today but didn't make a motion.

Ms. Boisvert said she agreed with Mr. Bouchard. She said that the Department of Agriculture and Fish and Game have conservation easements with similar language as DNCR and would be curious to hear their thoughts, but they aren't present today. She reiterated it is an important ruling that the Council would be making that could have consequences for other agencies with LCIP easements that contain the same language.

Mr. Nylund said that it is very common language to have this language in publicly or privately held easements and is also contained in the easement form template provided by the Town.

Attorney Boldt asked for permission to work with Attorney Brooks to develop a model agreement with language stating the compromise wouldn't set a precedent for specific reasons, for the Council to review.

Ms. Boisvert said this would help the Council to focus on something substantive. She asked if the Town would be party to this agreement. Attorney Boldt said he thought it had to include the Town and would be based on the three-legged stool model with input from the three on your side (the Town, the Council, and the Charitable Trust Unit), the Prills, and the Bearcamp Center. In essence it would be a resolution of the problem, which states the original violation, the agreed upon remedy, and the additional burdens the school is taking on so its clear what the Council is approving.

Chairman Caswell said that one of the reasons the Council exists is for unique circumstances such as these where a number of parties are involved, and something got missed unintentionally. Here we have parties that are willing to make sacrifices and that it would cause far more harm to all parties to go backwards than are necessary given the circumstances. There is willingness by all parties to not create a precedent and it seems unique enough that the exact circumstance wouldn't happen again. If the parties are willing to delay until another meeting to solidify the fact there isn't cause for concern from a precedence standpoint as relates to conservation easements across the state based on certain language, it would make for a similar process once it gets beyond Council to the other two approval bodies.

Assistant Commissioner Sanborn said he doesn't want this to drag on and would like to resolve this at the next meeting. He asked Council members what they need to resolve this at the next meeting.

Chairman Caswell said they need a way to quantify the fact that this is a unique circumstance with these parties which clarifies this isn't precedent setting. He said that if waiting another month isn't going to kill anyone's financial status it seems that is the way to go.

Ms. Boisvert asked whether the proposed resolution has more conservation benefit than what existed before. Assistant Commissioner Sanborn asked how they could show this. Ms. Boisvert said that they would look at the language of the easement and possibly include new language which is stricter than what currently exists. She noted this might also be needed for the agreement to past muster with the Charitable Trust Unit.

Attorney Boldt asked when the next meeting is. Assistant Commissioner Sanborn said in two months since they meet every other month.

Mr. Walker asked if appraisals were done for the sale of the five parcels and the sixth parcel that was retained.

The Prills said that the Farm Service Agency that did the financing required appraisals be conducted for all of the parcels they were purchasing and had specific stipulations for those that were qualified to conduct the appraisals.

Ms. Prentice asked Mr. Walker if he was looking for numbers or just wanted to know if they happened. Mr. Walker said he just wanted to know if the appraisals were conducted.

Mr. Boldt asked if the sixth parcel had an appraisal done. Mr. Prill said no. Ms. Prentice said that the sixth parcel that was retained had a tax appraisal which is coming up again this year for reevaluation which is what they are using.

Chairman Caswell said no action would be taken today and would be putting it off until the next meeting.

Ms. Boisvert asked about regular meetings going forward. Chairman Caswell said they will put out a calendar of meeting dates for the rest of 2022.

## **VI. OTHER BUSINESS**

Chairman Caswell noted under Other Business they received some correspondence about Nash Stream.

Assistant Commissioner Sanborn asked if the Council should be expecting action on this anytime soon. Chairman Caswell replied that the current agreements are in place for another year.

Mr. Smith reminded the Council to add the two SLRs that the Council postponed to the next meeting.

Ms. Verdile stated the tentative next meeting date is May 12<sup>th</sup> at 3 PM.

With business completed, the meeting was adjourned at 4:08 PM.

### **III. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)**

#### **A. Tamworth- Perkins Easement for a Landowner Request for Easement Amendment' (Continued from March 10, 2022).**

LAND CONSERVATION INVESTMENT PROGRAM  
STATE OF NEW HAMPSHIRE  
2 1/2 Beacon Street  
Concord, New Hampshire 03301  
(603)-271-2326

PROJECT AGREEMENT

Municipality: Tamworth

Application Number: 00639

Size of Target Properties to Be Acquired (in acres): 361.44

Landowners of Parcels to Be Protected:

1. Charles E. Aspinall (64.43 acre conservation easement)  
Charles S. Aspinall  
Trustees, Charles E. Aspinall Trust  
Box 188  
Cleveland Hill Road  
Tamworth, NH 03886  
Home Phone: (603)-323-8298
2. Peter Fauver (297.01 acre conservation easement)  
and Robert Hilton Perkins, Co-Guardians  
Estate of Estella Perkins  
PO Box 450  
Pine Street  
North Conway, NH 03860  
Home Phone: (603)-356-5439

Cost to LCIP of this project: \$90,000.00

Checks and Amounts To Be Authorized:

1. \$21,800.00 made payable at closing to: Town of Tamworth and Charles E. Aspinall and C. Scott Aspinall, Co-Trustees of the Charles E. Aspinall Trust
2. \$ 8,200.00 made payable after January 2, 1992 and before January 10, 1992 to: Town of Tamworth and Charles E. Aspinall and C. Scott Aspinall, Co-Trustees of the Charles E. Aspinall Trust
3. \$60,000.00 made payable to: Town of Tamworth and Peter Fauver and Robert Hilton Perkins, Co-Guardians

Interests in Land to Be Conveyed: Two Conservation Easements

Grantee to be Recorded on each deed: Town of Tamworth

SUMMARY OF PROJECT COST	
Total Project Value: \$472,500.00	<u>Appraised Value of Target Property</u>
LCIP Contribution: \$ 90,000.00 (19%)	Aspinall
Match:	Easement:
Aspinall Bargain Sale: 10,500.00 ( 2%)	\$40,500.00
Perkins Bargain Sale: 42,000.00 ( 9%)	Perkins
Cave Donation: 330,000.00 (70%)	Easement:
	\$102,000.00

OTHER PROPERTY PROTECTED BY THIS PROJECT:

- GRANTOR: Ms. Joan Cave  
15 Kingley Road  
Chestnut Hill, MA. 02107  
GRANTEE: Town of Tamworth  
CONVEYANCE: 742 acre conservation easement  
donation to match LCIP grant, appraised  
at \$330,000.00

The State of New Hampshire, represented by the Executive Director of the Land Conservation Investment Program, and the Municipality of Tamworth, New Hampshire, mutually agree to perform this agreement in accordance with RSA 221:A, the Administrative Rules of the Land Conservation Investment Program (Document #4407, Rule #Land 100-1100), and all other pertinent New Hampshire laws.

The State of New Hampshire hereby obligates for payment from the Land Conservation Investment Program Fund that amount as specified above on Page One as "LCIP Contribution" in the form of two checks made jointly payable to the municipality and landowners specified on Page One of this contract at the place and time of closing agreed upon between the municipality and the landowners.

The municipality accepts the following obligations, which pertain to all donated and purchased lands and interests in lands acquired by the execution of this contract:

- The municipality hereby obligates to utilize the funds herein provided by the State for the acquisition of the property referenced on Page One of this contract as soon as possible;

2) The municipality shall return to the State any funds herein provided to the extent of any loss due to any title that proves to be less than clear or marketable for all property protected under this contract;

3) The municipality agrees to return to the State any funds herein provided to the extent of any loss due to material misrepresentations regarding the properties protected by this contract;

4) The municipality agrees to record at the Carroll County Registry of Deeds the deeds or easement instruments to be conveyed;

5) The municipality, in signing this agreement, agrees to defend, indemnify, and hold harmless the State of New Hampshire from any liability associated with the interests in land to be acquired and any properties or interests donated to the municipality as part of this project;

6) The municipality agrees to limit the use of lands or interests in lands acquired to conservation purposes as provided for in RSA 221:A and the Administrative Rules (Document #4407, Rule #Land 100-1100); the municipality agrees to monitor the terms of each conservation easement acquired by this contract in a manner consistent with the requirements of RSA 221:A and the Administrative Rules of the Land Conservation Investment Program;

7) The municipality agrees that any and all public access provided for will be non-discriminatory, that any and all access provided the public to the protected properties will be provided to all members of the public;

8) The municipality agrees to maintain the bounds of the properties protected.

BY: William McCarthy  
William McCarthy, Chairman  
For the Municipality

Date 10/24/91

Randy Hayford  
Randy Hayford, Selectman  
For the Municipality

Date 10/24/91

John Roberts  
John Roberts, Selectman  
For the Municipality

Date 11-24-91

BY: Will Abbott  
Will Abbott, Executive Director  
For the State

Date 10/31/91



-----  
Reviewed and approved as to form and execution.

Date: 11/1/91

  
\_\_\_\_\_  
Senior Assistant Attorney General

I hereby certify that the Governor and Council approved this contract.

Date \_\_\_\_\_

\_\_\_\_\_  
Secretary of State

CONSERVATION EASEMENT DEED

We, ROBERT H. PERKINS and PETER H. FAUVER, ESQ., Co-guardians of the property and person of Estella B. Perkins, of Route 113 and Bunker Hill Road, Town of Tamworth, of County of Carroll, State of New Hampshire, (hereinafter sometimes 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 successors, executors, administrators, legal representatives, devisees, heirs and/or assigns), pursuant to license of Carroll County Probate Court dated July 2, 1991 and for consideration paid, grant to the TOWN OF TAMWORTH with a mailing address of P.O. Box 359, Tamworth, New Hampshire 03886, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in the Town of Tamworth, County of Carroll, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

1. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To preserve the land subject to this easement for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and
3. To protect the unusual natural habitat of the Bearcamp River and Jackman Pond; and

013997

RECEIVED  
CARROLL COUNTY  
REGISTER  
OF DEEDS

*William D. Brooks*  
1991 DEC -5 PM 3:05

BK 1467 PG 1002

4. To preserve open spaces, particularly the farm and productive forest land, of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public and consistent with the clearly delineated Town of Tamworth's conservation policy to protect the Bearcamp River, and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources," to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance."

5. To preserve that historically important land area which is the setting for the first colonial homestead in Tamworth.

Said purposes are all consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof and as shown on a survey Plan entitled "Conservation Easement Plan for the Property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200', prepared by Stanley B. Coville, dated September 12, 1991, revised October 3, 1991, recorded in the Carroll County Registry of Deeds in Plan Book 138, Page 065.

The Property extends along 8728 feet of the Bearcamp River, which is the focus of a long-term town conservation effort. The Bearcamp River is recognized for its Class A waters, its fine trout habitat, and recreational value. The Property abuts the town-owned Jackman Pond Conservation Area and provides an important buffer to this wildlife area. The Property also abuts and substantially enhances the 223 acre Hackett Hill Wildlife Management Area owned by the New Hampshire Fish and Game Department, also on the Bearcamp River. Panoramic views of the Ossipee Mountains and the Sandwich Range in the White Mountain National Forest are provided to motorists and trail walkers by the extensive open fields on the property.

These significant conservation values are set forth in detail in baseline documentation entitled "Perkins Easement Baseline Documentation" on file with the Grantee.

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

I. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.

1. For the purposes hereof "agriculture" and "forestry" shall include agriculture, animal husbandry, floricultural and horticultural activities; the production of plant and animal products for domestic or commercial purposes, for example the growing and stocking of Christmas trees or forest trees of any size capable of producing timber, and the processing and sale of products produced on the Property, for example, pick-your-own fruits and vegetables, maple syrup and other forest products; and the cutting and sale of timber and other forest products not detrimental to the purposes of this easement.

2. Agriculture and forestry on the Property shall be performed to the extent reasonably practicable in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from the Bearcamp River, Jackman Pond, public roads, or public trails.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety.

C. Except as specifically allowed in Section II "Reserved Rights" below, no dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, mobile home or other structures and improvements of any kind shall be constructed, placed or introduced onto the Property except for ancillary structures or improvements such as a road, utility, dam, fence, greenhouse, bridge, culvert, barn, maple sugar house or shed which only may be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site, land-based agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property and only so long as they are not detrimental to the purposes of this easement.

1. Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the Property; the scenic views of and from the Property as viewed from public roads, trails and waters; the historic and archeological values; and forestry and agricultural production on the Property. The Grantor must submit to the Grantee written plans showing the proposed designs and sites for new or enlarged structures or improvements on the Property. The Grantee shall review said plans in a timely fashion and approval shall not be withheld unreasonably. Written consent by Grantee must be given prior to construction. Plans shall be reviewed for consistency with the purposes of this Conservation Easement Deed. No buildings may be located within 300 feet of the Bearcamp River.

D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed until all necessary federal, state and local permits and approvals are secured and unless such activities:

1. Are commonly necessary in the accomplishment of the forestry, agricultural, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and

2. Do no harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

3. Are not detrimental to the purposes of this easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the agricultural, forestry, conservation or non-commercial outdoor recreational uses of the property and not detrimental to the purposes of this easement.

F. There shall be no mining, quarrying, excavation or extraction of rocks, minerals, gravel, sand, top soil or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of Paragraphs 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, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

H. The property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision approval or land use regulation process or in calculating allowable unit density.

II. RESERVED RIGHTS

A. Grantor reserves the right to use, maintain, repair or replace in-kind those utilities existing on the Property on the date of this conveyance. Such utilities shall include but not be limited to power and communication lines, subsurface sanitary waste disposal systems, and water supply facilities.

B. Grantor reserves the right to construct, maintain, repair or replace subsurface sewage disposal facilities, including holding tanks, septic tanks and leach fields, in compliance with state and local regulations, that serve other land of Grantor shown as "Building Area" on the aforesaid Plan.

C. Grantor reserves the right to create ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active.

D. Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights in Section II(B) and II(C) provided for in this easement.

E. Grantor reserves the right to post against vehicles, motorized or otherwise except as specifically permitted under Section III, "Affirmative Rights of Grantee."

F. Grantor reserves the right to post against hunting around livestock fields when livestock are present and against access on agricultural cropland during the planting and growing season but only with respect to annually harvested crops and on forest land during the harvesting of forest products or during the establishment or orchards, tree plantations, or Christmas trees.

G. Grantor reserves the right of passage to and from one (1) grave site which is located in the East Section Property being shown as "Cemetery" on the Plan, together with an easement for reasonable maintenance thereof."

H. Grantor reserves the right to construct, use, maintain and replace one wind powered generator and associated facilities on the Property, the location for which must be approved by Grantee.

BK 1467 FGI 006

Siting criteria for the windmill to be considered by the Grantee will include minimizing impact on scenic views from public roads and trails, on agricultural production and on other conservation purposes identified in this Conservation Easement Deed.

I. Grantor reserves the right to construct, use and maintain open-air ball or playing fields in the area marked "Playing Field Area" on the aforesaid Plan.

J. Grantor reserves the right to recontour and regrade the abandoned gravel pit which is located presently in the aforesaid "Playing Field Area."

III. 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 maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. There is hereby conveyed pedestrian access to, on and across the Property for hunting, fishing and transitory passive recreational purposes, but not camping, by members of the public; but the Property may be posted against such access or otherwise restricted by the Grantee in the public interest.

C. The Grantee has the right to construct, manage, use, and maintain trails as public footpaths and to create and maintain vistas, overlooks and/or signs associated with said trails. The locations of some of said trails are generally depicted on the aforesaid Plan. The routes may be changed from time to time with the mutual written consent of Grantee and Grantor but generally shall be as follows:

1. along the Bearcamp River the length of the Property;
2. from the River to the Bunker Hill Road;
3. from Bunker Hill Road to Jackman Pond;
4. from the Jackman Pond Trail on town land to land now or formerly of Hansen;
5. from the "Public parking" area to Jackman Pond; and
6. from Route 113 to the Bearcamp River.

D. The Grantee shall have the right to mow the fields on the Property that were in existence at the time of execution of this Conservation Easement Deed as shown on the aforesaid Plan if necessary for the purposes of sustaining the scenic views across the fields and preventing the natural succession of woody vegetation in the field and its return to forest.

E. The Grantee shall have the right to post signs on the Property identifying it as land protected under the New Hampshire Land Conservation Investment Program for the uses allowed under this Conservation Easement.

IV. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

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

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

V. BENEFITS AND BURDENS

A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of New Hampshire of the U.S. Government or any subdivision of either of them consistently with Section 170(c)(1) of the U.S. Internal Revenue Code, as amended, which government unit has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

VI. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.



D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

VII. CONDEMNATION

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

B. The balance of the damages (or proceeds) recovered shall be divided between them in proportion to the full and fair market values of the respective interest of the Grantor and Grantee in that part of the Property condemned immediately after the execution and delivery hereof taken as a proportion of the sum of said values. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantor or Grantee) who made the improvements. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

VIII. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

The Grantee by accepting and recording this Conservation Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for an incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Conservation Easement Deed is delivered.

IN WITNESS WHEREOF, we have hereunto set our hands this 6 day of December, 1991.

Kenneth R Carroll  
Witness

Robert H. Perkins  
Robert H. Perkins

Kenneth R Carroll  
Witness

Peter H. Fauver  
Peter H. Fauver, Esq.

STATE OF NEW HAMPSHIRE  
CARROLL, SS

Personally appeared Robert H. Perkins who acknowledged the foregoing to be his voluntary act and deed, this 6 day of December, 1991.

Before me,

Kenneth R Carroll  
Notary Public/Justice of the Peace  
My Commission Exp: 12/16/92

STATE OF NEW HAMPSHIRE  
CARROLL, SS

Personally appeared Peter H. Fauver, Esq. who acknowledged the foregoing to be his voluntary act and deed, this 6 day of December, 1991.

Before me,

Kenneth R Carroll  
Notary Public/Justice of the Peace  
My Commission Exp: 12/16/92

ACCEPTED: Town of Tamworth

By: William McLeod

Title: CHAIRMAN BOARD OF SELECTMEN  
Duly Authorized

C:\WP50\REFORMS\EASEMENT.DED

BK 1467 PG 1010

APPENDIX A

Three tracts or parcels of land, together with all improvements thereon, situated on the northerly side of the Bearcamp River, in the town of Tamworth, New Hampshire, said property being depicted on a plan entitled "Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200', prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991 and recorded in the Carroll County Registry of Deeds in Plan Book 138, Page 065, and being more particularly described as follows:

TRACT I "WEST SECTION"

Beginning at the thread of the Bearcamp River at or near the westerly side of the Route 113 bridge across said river, being the south-easterly corner of the parcel herein described;

thence westerly along the thread of the Bearcamp River, as it meanders, a distance of approximately 4,210 feet to a point on the thread of said river opposite an iron pin set at the edge of the river, being the south-westerly corner of the parcel herein described;

thence turning and running N 6° 10' E to the iron pin on the bank of the river;

thence continuing N 6° 10' E for a distance of 3,186 feet, a portion of which is marked by a barbed wire fence, to an iron pin found, being the northerly most corner of the parcel described;

thence turning and running S 28° 15' E a distance of 326.0 feet to an iron pin found;

thence S 4° 30' E a distance of 141.0 feet to a point;

thence turning and running S 7° 15' E a distance of 332.8 feet to an iron pin found;

thence turning and running S 63° 00' E a distance of 142.0 feet to an iron pin found;

thence turning and running N 31° 30' E for a distance of 110.4 feet;

thence turning and running N 5° 45' W for a distance of 36.3 feet to an iron pin found;

thence turning and running N 46° 15' E for a distance of 134.5 feet to an iron pin found;

thence turning and running N 46° 15' E for a distance of 264.0 feet to an iron pin found;

thence turning and running N 35° 30' E for a distance of 102.8 feet to an iron pin found;

thence turning and running S 9° 35' E for a distance of 267.0 feet to an iron pin not found;

thence turning and running N 89° 50' E for a distance of 150.0 feet to an iron pin not found at the sideline of Route 113;

thence turning southerly along the westerly sideline of said roadway and running for a distance of approximately 2,643.0 feet to the point of beginning, at the thread of the Bearcamp River; comprising 102.2 acres, more or less;

#### TRACT II "EAST SECTION"

Beginning at a point at or near the easterly side of the Route 113 bridge over the Bearcamp River, at the thread of said river, being the southwesterly corner of the parcel herein described;

thence northerly along the easterly sideline Route 113 to the point of intersection with the sideline of Bunker Hill Road, thence northeasterly along the sideline of said Bunker Hill Road to an iron pin, the last two courses comprising a distance of 1292.0 feet;

thence turning and running S 42° 26' E for a distance of 295.0 feet to an iron pin found;

thence turning and running N 47° 34' E for a distance of 295.0 feet to an iron pin found;

thence turning and running N 46° 47' E for a distance of 299.1 feet to an iron pin found;

thence turning and running N 43° 14' W for a distance of 295.0 feet to an iron pin found at the southeasterly sideline of Bunker Hill Road;

thence turning and running along the southeasterly sideline of said road N 49° 21' E for a distance of 299.2 feet to an iron pin found at the sideline of said road, being the northerly most corner of the parcel herein described;

thence turning and running S 73° 46' E for a distance of 324.5 feet to an iron bound found;

BK 1467 PG 1012

thence turning and running S 85° 50' E for a distance of 818.4 feet to an iron pin found;

thence turning and running S 76° 30' E for a distance of 782.0 feet to an iron pin found;

thence continuing S 76° 30' E for a distance of 788.0 feet to an iron pin found, being the northeasterly corner of the parcel herein conveyed;

thence turning and running S 7° 40' W for a distance of 715.46 feet along an old wire fence to a stone wall;

thence turning and running along said stone wall S 7° 24' 38" W for a distance of 1,003.17 feet to the end of said stone wall;

thence turning and running S 7° 10' 54" W for a distance of 1,555.58 feet to an iron pin found on the edge of the Bearcamp River;

thence crossing a branch of said river, and continuing across a small island S 7° 10' 54" W for a distance of 100.0 feet, more or less, being the southeasterly most corner of the parcel herein described;

thence turning and following the southerly edge of said island in a westerly direction to the thread of said River, and following said thread, as it meanders, in a westerly direction for a distance of 4,518 feet, more or less, to the point of beginning, comprising 184.1 acres, more or less.

### TRACT III "CENTRAL SECTION"

Beginning at a point on the northerly sideline of Bunker Hill Road, so-called, said point being 710.0 feet northeasterly of the intersection between said Bunker Hill Road and New Hampshire Route 113, so-called;

thence following the northerly sideline of said Bunker Hill Road in a northeasterly direction a distance of 122.7 feet to a point;

thence N 2° 42' W a distance of 50.0 feet to a point;

thence N 87° 18' E a distance of 20.0 feet to a point;

thence N 2° 42' W a distance of 50.0 feet to a point;

thence S 87° 18' W a distance of 20.0 feet to a point;

thence N 2° 42' W a distance of 115.3 feet to a point;

thence N 11° 44' W a distance of 169.0 feet to a point;

thence N 46° 00' W a distance of 143.0 feet to an iron pipe set;

thence N 78° 30' W a distance of 71.5 feet to an iron pipe not found and reset;

thence N 60° 00' W a distance of 891.0 feet to a point;

thence continuing N 60° 00' W a distance of 482.0 feet more or less to a point in swamp identified on the above described plan as "no pins fd or set (swamp);"

thence travelling in a southwesterly direction along the thread of a brook, said brook being the outlet to Jackman Pond, so-called, to a point;

thence S 46° 15' E a distance of 529.0 feet plus or minus to a point;

thence S 46° 15' E a distance of 212.0 feet to a stake found;

thence S 36° 55' W a distance of 35.6 feet to a cement stake found;

thence S 50° 01' E a distance of 170.9 feet to a cement stake found;

thence S 78° 30' E a distance of 357 feet to an iron pipe set at the base of a bushey white pine;

thence S 41° 59' E a distance of 654.0 feet to the point of beginning, comprising 10.71 acres more or less.

MEANING AND INTENDING to describe and convey a portion of the premises conveyed to Pike G. Perkins and Estella B. Perkins by deed dated November 6, 1952 and recorded at the Carroll County Registry of Deeds at Book 289, Page 117 and a portion of the premises conveyed to Estella B. Perkins by Robert H. Perkins and Marie E. Perkins by Warranty Deed <sup>QUITCLAIM</sup> dated December 6, 1991 and recorded at the Carroll County Registry of Deeds at Book 1467, Page 990. Also see the Boundary Line Agreement executed by Estella B. Perkins and Ward A. Boewe and Gail A. Boewe on December 6, 1991, said Agreement being recorded at the Carroll County Registry of Deeds at Book 1467, Page 985.

SUBJECT TO a view easement for the benefit of land now or formerly of Robert H. Perkins and Marie E. Perkins as more particularly described in deed of Robert H. Perkins and Peter H. Fauver, Co-Guardians of Estella B. Perkins, to Robert H. Perkins and Marie E. Perkins, of approximate even

date herewith, to be recorded in the Carroll County Registry of Deeds. The area subject to this view easement is shown as "No Building Restriction in this Area" on the Plan. No structures above grade, except for a road, shall be built within the view easement area.

TOGETHER WITH a twelve foot (12') wide right of way from Bunker Hill Road to Jackman Pond, for purposes of pedestrian access to Jackman Pond and vehicular access for the limited purpose of launching boats in Jackman Pond, and a twenty foot by fifty foot (20' x 50') parking area for public parking of vehicles accessing Jackman Pond. The location of the right of way and parking area is as shown on the Plan, or such other location as agreed to mutually in writing by Sandwich Community School, Inc., its successors and assigns, and Town of Tamworth. The Town of Tamworth shall have the right to use the right of way for purposes of monitoring and maintaining the Jackman Pond Conservation Area. The Sandwich Community School, Inc., its successors and assigns, retains the right to bar or gate the access road from November 15 - April 15 of each year.

C:\WP50\REFORMS\PERK:MS.ED

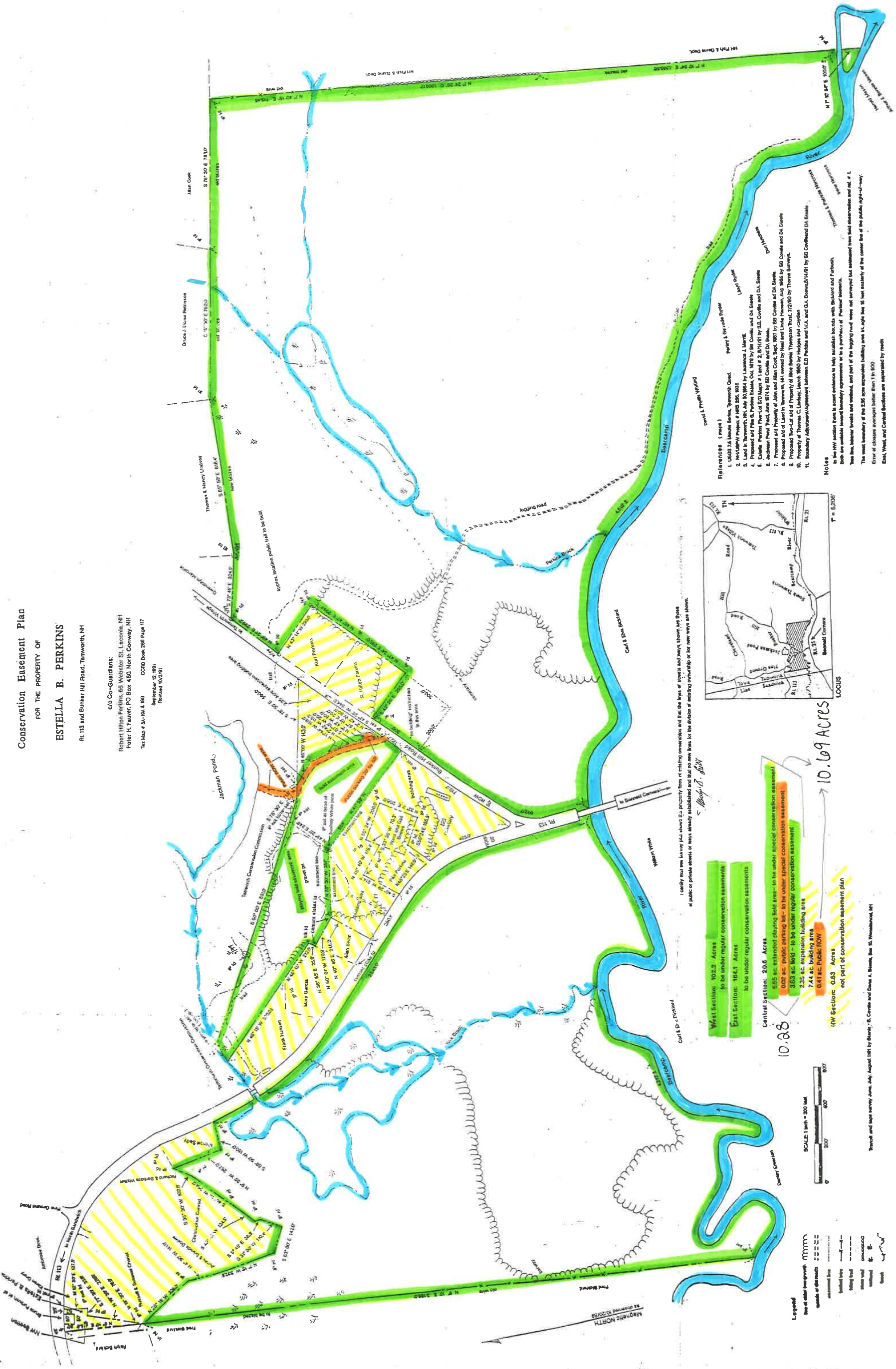
COOPER, FAUVER & DEANS, P.A. - ATTORNEYS AT LAW  
P. O. BOX 450 - PINE STREET - NORTH CONWAY, NEW HAMPSHIRE 03860

BK 1467 PG 015

CORD 31

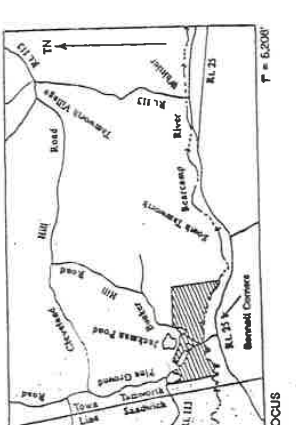
Conservation Easement Plan  
FOR THE PROPERTY OF  
**ESTELLA B. PERKINS**  
Rt. 113 and Bunker Hill Road, Tamworth, NH

City Co-Ordinate:  
Robert Hillon Perkins, 65 Webster St., Laconia, NH  
Peter H. Fawcett, PO Box 450, North Conway, NH  
1st Map # J-581.1 180 CSD Book 288 Page 117  
September 12, 1991  
Revised 10/7/91



West Section: 102.2 Acres	to be under regular conservation easements
East Section: 184.1 Acres	to be under regular conservation easements
Central Section: 20.6 Acres	605 ac. extended playing field area - to be under special conservation easement
	383 ac. public parking lot - to be under special conservation easement
	2.5 ac. expansion building area
	7.4 ac. building area
RV Section: 0.43 Acres	not part of conservation easement plan
	0.1 ac. public ROW

**10.69 ACRES**



- References (maps)**
1. USGS 7.5 Minute Series, Tamworth Quad.
  2. McClellan Project # 182 282, 1925
  3. Land in Tamworth, NH, July 20, 1864, by Laurence J. Lusk
  4. Proposed 1st Plan-Lot 183 Maps #1 and #2, 8/1/91 by R.E. Corbett and D.A. Blake
  5. Jackson Pond Map #22 by R.E. Corbett and D.A. Blake
  6. Jackson Pond Map #23 by R.E. Corbett and D.A. Blake
  7. Proposed 1st Plan of John and Alan Cook, Map #87 by R.E. Corbett and D.A. Blake
  8. Proposed 1st Plan of Tamworth, NH, owned by Neal and Linda Hansen, Aug. 1965 by R.E. Corbett and D.A. Blake
  9. Proposed 1st Plan of Property of Alice Barnes Thompson, Map #77, 7/2/90 by Thomas Burrows
  10. Property of Thomas C. Lusk, Map #100 by Hodges and Hayden
  11. Boundary Adjustment/Agreement between E.B. Perkins and V.A. and D.A. Bowne, 2/14/91 by R.E. Corbett and D.A. Blake
- NOTES**
- In this map section there is scant evidence to help establish boundaries with Backlund and Furbush. Both are adjacent boundary agreements or to a purchase of Perkins' interest. The lines, historic levels and setback, and part of the logging road were not surveyed but estimated from field observations and ref. # 1. Error of closure survey is better than 1 in 800. The west boundary of the 2.56 acre expansion building area is, in spite of the center line of the public right-of-way. East, West and Central Sections are appraised by roads.

Traverse and level survey June, July, August 1991 by Robert H. Fawcett, R.E. Corbett and Doreen A. Blaine, Inc. W. Housatonic, NH



**Annual Monitoring Inspection Report ~ Date: 12/04/20**

**Town:** Tamworth  
**Grantor / Acres:** Perkins/297 acres  
**Fee (F) or Easement (E):**  
**Local Property Name:** The Community School  
**Tax Map / Lot:** 420/16, 39, 45

---

**Check here if ownership has transferred from owner listed below, provide new landowner information, and include: Transfer Date: \_\_\_\_\_ Book / Page: \_\_\_\_\_**

---

**Current Owner:** Sandwich Community School, Inc. , Attn: Lianne Prentice  
**Mailing Address:** 1164 Bunker Hill Rd  
**Town:** South Tamworth **State:** NH **Zip Code:** 03883  
**E-mail Address:** lianne.prentice@gmail.com  
**Phone Number:** 603-323-7000

---

**Landowner Communications**

It is **highly recommended** that you communicate with the landowner, **annually**.

Did you **communicate** with the landowner or land manager?

Yes  / Date: 12/3/20 or NO

Is there a **management plan** for the property?

Yes \_\_\_\_\_ / Date of plan: \_\_\_\_\_ or NO

Describe any landowner and/or municipality communications regarding **any changes** noted from the past year, **any changes considered** in the coming year, and **level of confidence there are no encroachments** along any of the bounds. Include any and all other information you think could be valuable.

The Community School ceased operations at the end of the 2020 school year. Planning is being done to create a new organization which would make use of the school building and adjacent lands.

The school is in the process of selling lots 420-16 and 420-45. Lot 420-39 which contains the school building would be retained.

Describe any communications and / or actions in the past year regarding **concerns, interpretations, or violations**. Attach pertinent written documentation and communications if available.

None noted.

## Monitoring Inspection Description

### **Provide a detailed description of where you walked and what you observed.**

List man-made alterations and management activities (conducted or planned) noting extent, location, and purpose. Examples include: construction, trails, timber harvest, clearing new fields, etc. Please note if management activities being conducted are in accordance with a current Stewardship / Forest Management Plan. List natural alterations / occurrences - Examples: erosion, fire, ice, invasive species, flora / fauna, etc. Note locations and attach maps, photos, illustrations, etc. List all people in attendance.

\* Attached to this report are:  GPS Track  Sketch /  Photos  Other (please list)

People in Attendance: Nelson O'Bryan

Date Monitored: 12/4/2020



Additional trails have been built in the eastern woodlot and some of the pasture land immediately east of Bunker Hill Road has been enlarged. As has been the case in the last few years, the land is used for raising livestock. Other than the above, no changes were noted since the October 2019 inspection.

To the best of your knowledge, judgment, and observation, is there compliance?

**Yes** /  **No or Uncertain (please explain):**

Report prepared by: Nelson O'Bryan

*Please file this report in a secure location, provide a copy to the Selectmen, and send a copy to:*

Amanda.Hollenbeck@osi.nh.gov  
Conservation Land Stewardship Program  
Office of Strategic Initiatives  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301  
603-271-6809

**Annual Monitoring Inspection ~ Date: 10 / 14 / 21**

---

**Town:** Tamworth  
**Grantor / Acres:** Perkins/10.7 acres  
**Local Property Name:** The Community School  
**Tax Map / Lot:** 420/39

---

X **Check here if ownership has transferred from owner listed below\*.**

Provide new landowner contact information, and include:

Transfer Date: 3/1/2021 Book / Page: 3572/680

Clay and Ean Prill, Zeromile Farm LLC, PO Box 33, South Tamworth, NH 03883

---

**Current Owner:** Sandwich Community School, Inc., Attn: Lianne Prentice  
**Mailing Address:** 1164 Bunker Hill Rd  
**Town:** South Tamworth **State:** NH **Zip Code:** 03883

---

**Landowner Communications**

*It is highly recommended that you communicate with the landowner, annually.*

For the **Conservation Easement** did you communicate with the landowner?

X Yes / Date: 10/7/21 or \_\_\_ NO

For the **Municipally Owned Property** is there a management plan for the Property?

\_\_\_ Yes / Date of plan: \_\_\_\_\_ or \_\_\_ NO

Describe any landowner and/or municipality communications regarding **any changes** noted from the past year, **any changes considered** in the coming year, and **level of confidence there are no encroachments** along any of the bounds. Include any and all other information you think could be valuable.

*\*The two larger parcels (420-16 and 420-45) that comprised the Perkins easement were sold to Zeromile LLC . An inspection report for these two parcels will be on a separate form. Lot 420-39 is still owned by the school.*

For the conservation easement, describe any communications and / or actions between the town and the landowner in the past year regarding **concerns, interpretations, or violations**. Attach pertinent written documentation and communications if available.

None

## **Monitoring Inspection Description**

**Provide a detailed description of where you walked and what you observed.**


List man-made alterations and management activities (conducted or planned) noting extent, location, and purpose. Examples include: construction, trails, timber harvest, clearing new fields, etc. Please note if management activities being conducted are in accordance with a current Stewardship / Forest Management Plan. List natural alterations / occurrences - Examples: erosion, fire, ice, invasive species, flora / fauna, etc. Note locations and attach maps, photos, illustrations, etc. List all people in attendance.

\* Attached to this report are: \_\_\_ GPS Track \_\_\_ Sketch / \_\_\_ Photos \_\_\_ Other (please list)

The southern boundary of the easement was walked since this has been a problem area in the past. This year, no encroachments from abutters were found. The old gravel pit was checked as well; this site is rapidly growing up, largely with pines. It is no longer possible to drive into the old gravel pit so this has eliminated one potential for dumping. No school staff were able to join the inspection tour.

---

**Monitored by (print name):** Nelson B. O'Bryan

**Signature:** 

---

*Please file this report in a secure location, provide a copy to the Selectmen, and send a copy to:*

[Steve.Walker@osi.nh.gov](mailto:Steve.Walker@osi.nh.gov)

Conservation Land Stewardship Program  
Office of Strategic Initiatives  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301

## Annual Monitoring Inspection ~ Date: 10/14/2021

---

**Town:** Tamworth  
**Grantor / Acres:** Perkins/186.3 acres  
**Local Property Name:** Zeromile Farm  
**Tax Map / Lot:** 420/16, 420-45

---

     **Check here if ownership has transferred from owner listed below.**

Provide new landowner contact information, and include:

Transfer Date: \_\_\_\_\_ Book / Page: \_\_\_\_\_

---

**Current Owner:** Zeromile Farm LLC  
**Mailing Address:** PO Box 33  
**Town:** South Tamworth                      **State:** NH    **Zip Code:** 03883

---

### Landowner Communications

*It is highly recommended that you communicate with the landowner, annually.*

For the **Conservation Easement** did you communicate with the landowner?

  X   Yes / Date: 10/7/2021    or         NO

For the **Municipally Owned Property** is there a management plan for the Property?

     Yes / Date of plan: \_\_\_\_\_    or         NO

Describe any landowner and/or municipality communications regarding **any changes** noted from the past year, **any changes considered** in the coming year, and **level of confidence there are no encroachments** along any of the bounds. Include any and all other information you think could be valuable.

The third parcel of the original Perkins easement, tax lot 420/39 still belongs to Sandwich Community School; the easement report for this lot is a separate document.

For the conservation easement, describe any communications and / or actions between the town and the landowner in the past year regarding **concerns, interpretations, or violations**. Attach pertinent written documentation and communications if available.

## Monitoring Inspection Description

**Provide a detailed description of where you walked and what you observed.**

List man-made alterations and management activities (conducted or planned) noting extent, location, and purpose. Examples include: construction, trails, timber harvest, clearing new fields, etc. Please note if management activities being conducted are in accordance with a current Stewardship / Forest Management Plan. List natural alterations / occurrences - Examples: erosion, fire, ice, invasive species, flora / fauna, etc. Note locations and attach maps, photos, illustrations, etc. List all people in attendance.

\* Attached to this report are: \_\_\_ GPS Track \_\_\_ Sketch / 3 Photos \_\_\_ Other (please list)

Since the last inspection in 2020, additional fencing for livestock has been added. In addition, the trail system that is on lot 420-45 has been extended. These are the only two changes noted. For lot 420-45, the southern and eastern boundaries were walked as were the interior trails. The western boundary for this parcel is Bunker Hill Road. Because of the extensive fencing and the marshy nature of some of lot 420-16, no attempt was made to walk this section. Instead three drone shots are included on the following pages as reference. Note that the southwestern section is an actively managed hay field. Except for additional fencing, there appears to be no change in the lot since the 2021 inspection.

---

**Monitored by (print name): Nelson B. O'Bryan**

Signature: 

---

*Please file this report in a secure location, provide a copy to the Selectmen, and send a copy to:*

[Steve.Walker@osi.nh.gov](mailto:Steve.Walker@osi.nh.gov)

Conservation Land Stewardship Program  
Office of Strategic Initiatives  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301

Aerial Photos of lot 420-16, East to West







**From:** [Walker, Steve](#)  
**To:** [Prentice, Lianne](#)  
**Cc:** [nbobryan.mac@mac.com](mailto:nbobryan.mac@mac.com); [Harding, Charlotte](#)  
**Subject:** RE: Perkins Farm easement  
**Date:** Friday, October 22, 2021 1:13:29 PM

---

Hi Lianne, Thanks for your e-mail. We have met before. Yesterday we spent a long day monitoring our Ossipee Pine Barrens easements. I decided that a quick drive-by of the Perkins easement, just a quarter mile off our route home, would be useful for our new Stewardship Specialist (Charlotte) to lay eyes on the property given the confusion we were having with the recent monitoring reports we received. Seeing a property in person helps make sense of things that looking at a file back in the office does not.

We just spoke with Nelson who is going to clarify the ownership status of the conservation easement "Property". That was the reason that piqued our interest and inspired our detour.

I apologize for any inconvenience. The State of New Hampshire does hold an interest in the property having invested public money in the protection project so it is not uncommon that we look at properties that happen to be nearby where we are working, especially if a question arose. Typically, every 3-5 years we let the municipality know we are coming for a scheduled Field Visit and the town officials are invited. They in turn are responsible for letting the landowner know, and they are also welcome to go along. The Town as the Grantee interest is the primary contact for both the Landowner and our agency so we like to channel our communications through them as much as possible. Of course any of our correspondence can be shared as anyone wishes.

I do not recall approaching any personal dwellings. I did respond to your neighbor to the north across the road from where we were who came to her door and called out to me with a question. We are pretty careful about staying focused only on the conservation land and not on private property not associated with the conservation land.

I hope this helps. I expect Nelson will be back to us by early next week with answers to our inquiry and we will be back on the same page. Is the school back up and running? I think last year it was reported that there was a closure. Tough year all around. The last time I was there I think I also bought some farm goods out of the small building across the road which did not look open, but perhaps it is past your open season for that part of your operation.

Have a great weekend, be well. Stephen

---

**From:** Lianne Prentice <director@communityschoolnh.org>  
**Sent:** Friday, October 22, 2021 11:37 AM  
**To:** Nelson OBryan <nbobryan.mac@mac.com>; Walker, Steve <stephen.g.walker@clsp.nh.gov>  
**Cc:** Andrea Prill <andeprill@gmail.com>; Clay Prill <claytonprill@yahoo.com>; ean.prill <ean.prill@gmail.com>  
**Subject:** Perkins Farm easement

---

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

---

Hello, Mr. Walker,

This email is a follow up to the message I left on your voicemail earlier today.

Yesterday I got a call from our neighbor who was unnerved that someone from the State was taking pictures of what was our land; she didn't get a clear reason for your presence and was suspicious. This call was followed by one from Ean Prill letting me know of your visit. I reached out to Nelson O'Bryan, who monitors and reports on our easement for the town of Tamworth to see if he were aware of your visit. He was not. None of us had received any notice that there was reason for piqued state interest in our property.

You can imagine that finding someone photographing land and structures and approaching personal dwellings would be unnerving with no prior notification.

I thought it best that I reach out, including all relevant parties on this email, to check in with you regarding your concerns. As you know, our annual boundary walks have just been done, with no red flags raised, and we believe that we're continuing to be good stewards of this wonderful property.

Please let us know what's up. I'm happy to call or meet to answer any questions you might have.

Looking forward to hearing from you soon.

Thanks,  
Lianne

**From:** [Walker, Steve](#)  
**To:** [Prentice, Lianne](#)  
**Cc:** [Harding, Charlotte](#); [nbobryan.mac@mac.com](mailto:nbobryan.mac@mac.com)  
**Subject:** RE: Perkins Farm easement  
**Date:** Friday, October 22, 2021 2:14:26 PM  
**Attachments:** [20211022131401.pdf](#)  
[Zeromile Farm Deed.pdf](#)

---

Hi Lianne, Thank you for the updates. All good work, and so necessary. Nelson provided me with a deed showing the transfer of the East (420-16) and West (420-45) parcels to Zero Mile Farm LLC. (along with other non-CE parcels) Have you conveyed the conservation easement section that is a 10.7 acre portion of tax map parcel of 420-39, or do you still own that tax parcel (~20.5 acres) in whole? See attached. Thanks Steve

---

**From:** Lianne Prentice <[director@communityschoolnh.org](mailto:director@communityschoolnh.org)>  
**Sent:** Friday, October 22, 2021 2:00 PM  
**To:** Walker, Steve <[stephen.g.walker@clsp.nh.gov](mailto:stephen.g.walker@clsp.nh.gov)>  
**Cc:** Harding, Charlotte <[Charlotte.J.Harding@clsp.nh.gov](mailto:Charlotte.J.Harding@clsp.nh.gov)>; [nbobryan.mac@mac.com](mailto:nbobryan.mac@mac.com)  
**Subject:** Re: Perkins Farm easement

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

---

Hi Steve,  
Thank you so much for your speedy reply and for reintroducing yourself! I appreciate your explanation of your visit. I will look forward to meeting Charlotte next time she's in our neck of the woods, and seeing you again, as well.

The school is in organizational flux having made the decision two years ago to stop operations as a day school. We've got many irons in fires which feel very purposeful, and have expanded our mission to include broadening the work we've done for about 15 years feeding people—especially with connections to local food producers—and are tackling other aspects of regional inequity which are impacting many in central Carroll County. We're also strengthening a collaborative relationship with our local elementary school to meet the out of school educational and food needs of those kiddos. Lots going on!

About five years ago we stopped commercial growing on the land. It wasn't ultimately useful for our students due to the seasonality, and we lost so much money with the venture that we just couldn't keep it going. Happily, in the intervening years, there's been a nice swell of local farmers who are doing amazing things with food production. We're pretty lucky to be surrounded by that resource.

We've been working with the Prills for about five years reintroducing livestock to the property, building up the soils (you may remember the farm's topsoil was sold in the late 60s by the former owners), and providing meat for our meals. They're also doing a lot of work reclaiming trails that had been overgrown as well as adding to the network. There's been a nice resurgence in public use in the last two years.

The blueberry field to the East of the school house has benefitted from mowing and fertilizing

with ash and manure so we've been getting terrific crops which we share with lots of coyotes and neighbors. The marsh field across 113 is being opened up and mown, when not being grazed. We have an old aerial photo of the farm when the Perkins owned it, before much had grown up. Astonishing how much pasture has been lost in 50 years but that's sort of the way of New England, I suppose. It's been satisfying to see all the fields coming back into open and useful production.

That's a nutshell of what we've been up to; I'm happy to show you and Charlotte around next time you're in town.

If you have any questions once you've talked with Nelson, please be in touch. And thanks again for explaining your visit.

Have a great weekend!

Lianne

On Fri, Oct 22, 2021 at 1:13 PM Walker, Steve <[stephen.g.walker@clsp.nh.gov](mailto:stephen.g.walker@clsp.nh.gov)> wrote:

Hi Lianne, Thanks for your e-mail. We have met before. Yesterday we spent a long day monitoring our Ossipee Pine Barrens easements. I decided that a quick drive-by of the Perkins easement, just a quarter mile off our route home, would be useful for our new Stewardship Specialist (Charlotte) to lay eyes on the property given the confusion we were having with the recent monitoring reports we received. Seeing a property in person helps make sense of things that looking at a file back in the office does not.

We just spoke with Nelson who is going to clarify the ownership status of the conservation easement "Property". That was the reason that piqued our interest and inspired our detour.

I apologize for any inconvenience. The State of New Hampshire does hold an interest in the property having invested public money in the protection project so it is not uncommon that we look at properties that happen to be nearby where we are working, especially if a question arose. Typically, every 3-5 years we let the municipality know we are coming for a scheduled Field Visit and the town officials are invited. They in turn are responsible for letting the landowner know, and they are also welcome to go along. The Town as the Grantee interest is the primary contact for both the Landowner and our agency so we like to channel our communications through them as much as possible. Of course any of our correspondence can be shared as anyone wishes.

I do not recall approaching any personal dwellings. I did respond to your neighbor to the north across the road from where we were who came to her door and called out to me with a question. We are pretty careful about staying focused only on the conservation land and not on private property not associated with the conservation land.

I hope this helps. I expect Nelson will be back to us by early next week with answers to our inquiry and we will be back on the same page. Is the school back up and running? I think last year it was

reported that there was a closure. Tough year all around. The last time I was there I think I also bought some farm goods out of the small building across the road which did not look open, but perhaps it is past your open season for that part of your operation.

Have a great weekend, be well. Stephen

---

**From:** Lianne Prentice <[director@communityschoolnh.org](mailto:director@communityschoolnh.org)>

**Sent:** Friday, October 22, 2021 11:37 AM

**To:** Nelson OBryan <[nbobryan.mac@mac.com](mailto:nbobryan.mac@mac.com)>; Walker, Steve <[stephen.g.walker@clsp.nh.gov](mailto:stephen.g.walker@clsp.nh.gov)>

**Cc:** Andrea Prill <[andeprill@gmail.com](mailto:andeprill@gmail.com)>; Clay Prill <[claytonprill@yahoo.com](mailto:claytonprill@yahoo.com)>; ean.prill <[ean.prill@gmail.com](mailto:ean.prill@gmail.com)>

**Subject:** Perkins Farm easement

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

---

Hello, Mr. Walker,

This email is a follow up to the message I left on your voicemail earlier today.

Yesterday I got a call from our neighbor who was unnerved that someone from the State was taking pictures of what was our land; she didn't get a clear reason for your presence and was suspicious. This call was followed by one from Ean Prill letting me know of your visit. I reached out to Nelson O'Bryan, who monitors and reports on our easement for the town of Tamworth to see if he were aware of your visit. He was not. None of us had received any notice that there was reason for piqued state interest in our property.

You can imagine that finding someone photographing land and structures and approaching personal dwellings would be unnerving with no prior notification.

I thought it best that I reach out, including all relevant parties on this email, to check in with you regarding your concerns. As you know, our annual boundary walks have just been done, with no red flags raised, and we believe that we're continuing to be good stewards of this wonderful property.

Please let us know what's up. I'm happy to call or meet to answer any questions you might have.

Looking forward to hearing from you soon.

Thanks,  
Lianne

Return to:  
Zeromile Farm LLC  
P O Box 33  
South Tamworth, NH 03883

E Doc # 2103276 03/04/2021 08:11:01 AM  
Book 3572 Page 680 Page 1 of 6  
Register of Deeds, Carroll County  
LCHIP CAA129057 25.00  
*Lisa Scott* TRANS TAX CA924606 6,000.00

T/S: \$6000.00

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That **Sandwich Community School, Inc**, a New Hampshire Corporation, of 1164 Bunker Hill Road, South Tamworth, NH 03883, for consideration paid grant(s) to **Zeromile Farm LLC**, a New Hampshire Limited Liability Company, of P O Box 33, South Tamworth, NH 03883 with QUITCLAIM COVENANTS:

Five certain lots or parcels of land with the buildings and improvements thereon located in Tamworth, County of Carroll and State of New Hampshire, bounded and described as follows:

TRACT I "WEST SECTION" (Tax Map 420-16 Commonly referred to as Jackman Pond Road)

Tract or parcel of land, together with all improvements thereon, situated on the northerly side of the Bearcamp River, in the town of Tamworth, New Hampshire, said property depicted on a plan entitled "Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200' prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991 and recorded in the Carroll County Registry of Deeds at Book 138, Page 065, ("Plan") and being more particularly bounded and described as follows:

Beginning at the thread of the Bearcamp River at or near the westerly side of the Route 113 bridge across said river, being the southeasterly corner of the parcel herein described; thence westerly along the thread of the Bearcamp River, as it meanders, a distance of approximately 4,210 feet to a point on the thread of said river opposite an iron pin set at the edge of the river, being the southwesterly corner of the parcel herein described;

thence turning and running N 6° 10' E to the iron pin on the bank of the river;

# 8466

thence continuing N 6° 10' E for a distance of 3,186 feet, a portion of which is marked by a barbed wire fence, to an iron pin found, being the northerly most corner of the parcel described;

thence turning and running S 28° 15' E a distance of 326.0 feet to an iron pin found;

thence S 4° 30' E a distance of 141.0 feet to a point;

thence turning and running S 7° 15' E a distance of 332.8 feet to an iron pin found;

thence turning and running S 63° 00' E a distance of 142.0 feet to an iron pin found;

RE: 2021-36669 420-46-000

420-16-000  
420-45-000  
420-44-000  
420-43-000

S# 1329  
M/L# 420-16-000 COM: Y  
LOC: Jackman Pond CU: Y  
VALUE: 46,963 EX: Y  
PRICE DESC: L

thence turning and running N 31° 30' E for a distance of 110.4 feet;  
thence turning and running N 5° 45' W for a distance of 36.3 feet to an iron pin found;  
thence turning and running N 46° 15' E for a distance of 134.5 feet to an iron pin found;  
thence turning and running N 46° 15' E for a distance of 264.0 feet to an iron pin found;  
thence turning and running N 35° 30' E for a distance of 102.8 feet to an iron pin found;  
thence turning and running S 9° 35' E for a distance of 267.0 feet to an iron pin not found;  
thence turning and running N 89° 50' E for a distance of 150.0 feet to an iron pin not found at the  
sideline of Route 113;  
thence turning southerly along the westerly sideline of said roadway and running for a distance  
of approximately 2,643.0 feet to the point of beginning, at the thread of the Bearcamp River,  
comprising of 102.2 acres, more or less.

TRACT II "EAST SECTION" (Tax Map 420-45 Commonly referred to as 1164 Bunker Hill Road)

Tract or parcel of land, together with all improvements thereon, situated on the northerly side of the Bearcamp River, in the town of Tamworth, New Hampshire, said property depicted on a plan entitled "Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200' prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991 and recorded in the Carroll County Registry of Deeds at Book 138, Page 065, ("Plan") and being more particularly bounded and described as follows:

Beginning at a point at or near the easterly side of the Route 113 bridge over the Bearcamp River, at the thread of said river, being the southwesterly corner of the parcel herein described;  
thence northerly along the easterly sideline Route 113 to the point of intersection with the sideline of Bunker Hill Road, thence northeasterly along the sideline of said Bunker Hill Road to an iron pin, the last two courses comprising a distance of 1292.0 feet;  
thence turning and running S 42° 26' E for a distance of 295.0 feet to an iron pin found;  
thence turning and running N 47° 34' E for a distance of 295.0 feet to an iron pin found;  
thence turning and running N 46° 47' E for a distance of 299.1 feet to an iron pin found;  
thence turning and running N 43° 14' W for a distance of 295.0 feet to an iron pin found at the southeasterly sideline of Bunker Hill Road;



thence turning and running along the southeasterly sideline of said road N 49° 21' E for a distance of 299.2 feet to an iron pin found at the sideline of said road, being the northerly most corner of the parcel herein described;

thence turning and running S 73° 46' E for a distance of 324.5 feet to an iron bound found;

thence turning and running S 85° 50' E for a distance of 818.4 feet to an iron pin found;

thence turning and running S 76° 30' E for a distance of 782.0 feet to an iron pin found;

thence continuing S 76° 30' E for a distance of 788.0 feet to an iron pin found, being the northeasterly corner of the parcel herein conveyed;

thence turning and turning S 7° 40' W for a distance of 715.46 feet along an old wire fence to a stone wall;

thence turning and running along said stone wall S 7° 24' 38" W for a distance of 1,003.17 feet to the end of said stone wall;

thence turning and running S 7° 10' 54" W for a distance of 1,555.58 feet to an iron pin found on the edge of the Bearcamp River;

thence crossing a branch of said river, and continuing across a small island S 7° 10' 54" W for a distance of 100.0 feet, more or less, being the southeasterly most corner of the parcel herein described;

thence turning and following the southerly edge of said island in a westerly direction to the thread of said River, and following said thread, as it meanders, in a westerly direction for a distance of 4,518 feet, more or less, to the point of beginning, comprising of 184.1 acres, more or less.

Tract I and II are subject to:

1. Highway layout as described in deed of Pike G. Perkins to the Town of Tamworth dated 10/21/1933 and recorded at Book 197, Page 190.
2. An easement described in deed of Pike Perkins and Estella Perkins to New Hampshire Electric Cooperative, Inc. dated 3 March 1966 and recorded in the Carroll County Registry of Deeds in Book 400, Page 290.
3. The benefit of a thirty-foot (30') right-of-way reserved in deed of Pike G. Perkins and Estella B. Perkins to Tamworth Conservation Commission dated 28 July 1969 and recorded in the Carroll County Registry of Deeds in Book 449, Page 3.
4. A Slope Release described in document of Pike G. Perkins and Estella B. Perkins to the State of New Hampshire dated 21 June 1972 and recorded in the Carroll County Registry of Deeds in Book 515, Page 298.
5. Current Use Taxation by the Town of Tamworth recorded in the Carroll County Registry of Deeds in Book 827, Page 69.

For Tract I and II described above: Meaning and intending to describe and convey a portion of the premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Robert H. Perkins and Peter H. Fauver dated December 01, 1991 and recorded in the Carroll County Registry of Deeds at Book 1467, Page 16 which are shown as Tract I and Tract III on said deed.

Tract III: (Tax Map 420-44 Commonly referred to as Bunker Hill Road)

A certain tract or parcel of land, with all improvements thereon, identified as Lot 1 on a plan entitled "Proposed Five - Lot Subdivision in Tamworth, NH owned by Estella B. Perkins, Map #1 (of Two) showing Lots #1, 2 and the location of Lot #3", Scale 1"=100', dated 10 June 1991, and revised through 14 August 1991, as prepared by Stanley B. Colville, said plan being recorded at the Carroll County Registry of Deeds at Plan Book 137, Page 29, and is more particularly described as follows:

Beginning at an iron pin set on the southeasterly side of Bunker Hill Road, being the westerlymost corner of the parcel herein conveyed, and running South forty-two degrees twenty-six minutes zero seconds East (S 42° 26' 00" E) for a distance of two hundred ninety-five and zero hundredths feet (295.00) to an iron pin, being the southerlymost corner of the parcel herein conveyed;

thence turning and running North forty-seven degrees thirty-four minutes zero seconds East (N 47° 34' 00" E) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin, being the easterlymost corner of the parcel herein conveyed;

thence turning and running North forty-two degrees twenty-six minutes zero seconds West (N 42° 26' 00" W) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin set at the southeasterly sideline of Bunker Hill Road, being the northerlymost corner of the parcel herein conveyed;

thence turning and running South forty-seven degrees thirty-four minutes zero seconds West (S 47° 34' 00" W) a distance of two hundred ninety-five and zero hundredths feet (295.00') to the point of beginning, comprising of a lot of 2.0 acres, more or less.

Together with a view easement for the benefit of the grantee herein, its successors and assigns, the same being identified on the plan entitled "Conservation Easement Plan for the Property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1"=200', dated September 12, 1991, revised October 3, 1991, prepared by Stanley B. Coville and recorded in the Carroll County Registry of Deeds at Book 138, Page 065. No structures above grade, except for a road, shall be built within the view easement area.

The lot above shall be used for residential purposes only and shall be improved only by one residential building together with usual and customary outbuildings. The lot may not be subdivided.

Meaning and intending to describe and convey the same premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Robert H. Perkins and Marie E. Perkins dated December 18, 1998 recorded in the Carroll County Registry of Deeds at Book 1783, Page 579.

TRACT IV: (Tax Map 420-43 Commonly referred to as 1019 Bunker Hill Road)

A certain tract or parcel of land, with all improvements thereon, identified as Lot 2 on a plan entitled "Proposed Five - Lot Subdivision in Tamworth, NH owned by Estella B. Perkins, Map #1 (of Two) showing Lots #1, 2 and the location of Lot #3", Scale 1"=100', dated 10 June 1991, and revised through 14 August 1991, as prepared by Stanley B. Colville, said plan being recorded at the Carroll County Registry of Deeds at Plan Book 137, Page 29, and is more particularly described as follows:

Beginning at an iron pin on the southeasterly side of Bunker Hill Road and running South forty-two degrees twenty-six zero seconds East (S 42° 26' 00" E) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin set, being the southerlymost corner of the parcel herein conveyed;

thence turning and running North forty-six degrees forty-seven minutes zero seconds East (N 46° 47' 00" E) for a distance of two hundred ninety-nine and ten hundredths feet (299.10') to an iron pin, being the easterlymost corner of the parcel herein conveyed;

thence turning and running North forty-three degrees fourteen minutes zero seconds West (N 43° 14' 00" W) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin set at the sideline of Bunker Hill Road, being the northerlymost corner of the parcel herein conveyed;

thence turning and running South forty-six degrees forty-six minutes zero seconds West (S 46° 46' 00" W) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to the point of beginning, comprising a lot of 2.0 acres, more or less.

The lot above shall be used for residential purposes only and shall be improved only by one residential building together with usual and customary outbuildings. The lot may not be subdivided.

Meaning and intending to describe and convey the same premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Kurt W. Perkins dated April 5, 2002 recorded in the Carroll County Registry of Deeds at Book 2014, Page 60.

Tract V: (Tax Map 420-46 Commonly referred to as Bear Camp Highway)

Northerly by the Bear Camp River, Easterly by Beaver Brook, so called; Southerly by the highway known as Route 25 and 113; and Westerly by the highway known as Route 113, containing fifteen (15) acres, more or less.

Meaning and intending to describe and convey the same premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Robert P. Floyd dated December 30, 2010 recorded in the Carroll County Registry of Deeds at Book 2904, Page 405.

All Tracts are subject to Current Use including but not limited to recordings at Book 2286, Page 969; and Book 827, Page 69.

All Tracts are Subject to Easement to Tamworth Fire Department at Book 2149, Page 742 to access, repair and maintain a dry hydrant.

Excluding Tracts III and IV (the "Excluded Parcels"), which may be used for residential purposes as grantees shall determine in their sole discretion, the property will be operated as an agricultural and forestry property for a period of not less than ten (10) years (the "Commitment Period"), such agricultural use to include the raising and husbandry of livestock. The Community School shall, in perpetuity through the life of the school, continue to use the farm and forests, but not the Excluded Parcels, in connection with its school program during the school year. This right does not transfer to any other property holder after The Community School and the exercise of this right will be designed not to interfere with the operation as a working agricultural and forestry property.

This is not a homestead property.

Executed this 7 day of March, 2021

Sandwich Community School, Inc

By: [Signature]  
Lianne Prentice, Director, Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF ~~ROCKINGHAM~~ Carroll

On this 7 day of March, 2021, personally appeared the above named Lianne Prentice, Director of Sandwich Community School, Inc, duly authorized and known to me or satisfactorily proven through proof of identification (i.e. her driver's license) to be the individual who executed the foregoing instrument, and swore to and acknowledged the same to be her voluntary act and deed in said capacity.

Before me,



[Signature]

Notary Public/Justice of the Peace  
My commission expires:

**From:** [Lianne Prentice](#)  
**To:** [Walker, Steve](#)  
**Cc:** [Harding, Charlotte](#); [nbobryan.mac@mac.com](mailto:nbobryan.mac@mac.com)  
**Subject:** Re: Perkins Farm easement  
**Date:** Saturday, October 23, 2021 8:07:21 AM

---

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

---

Good morning, Steven,

I'm not used to thinking of the land in terms of these parcels distinctions but you have it right that we sold all of our land (including the Beaver Brook conserved parcel on Rte. 25), except for the 20+ acre parcel with the school building and blueberry field/spent gravel pit (420:39).

Nelson mentioned yesterday that there was a question about "subdividing" which is prohibited by the easement. We, and the lawyer who reviewed the easement and sale documents, took the section to be legally literal—that the lots cannot undergo a subdivision process. Because we sold entire tax lots of record, there was no subdivision of any lot. We made sure that the purchase and sale clearly reinforced the sanctity of the conservation easement.

Let me know if there are any other points you'd like me to touch on.

Enjoy your weekend!

Lianne

On Fri, Oct 22, 2021 at 2:14 PM Walker, Steve <[stephen.g.walker@clsp.nh.gov](mailto:stephen.g.walker@clsp.nh.gov)> wrote:

Hi Lianne, Thank you for the updates. All good work, and so necessary. Nelson provided me with a deed showing the transfer of the East (420-16) and West (420-45) parcels to Zero Mile Farm LLC. (along with other non-CE parcels) Have you conveyed the conservation easement section that is a 10.7 acre portion of tax map parcel of 420-39, or do you still own that tax parcel (~20.5 acres) in whole? See attached. Thanks Steve

---

**From:** Lianne Prentice <[director@communityschoolnh.org](mailto:director@communityschoolnh.org)>  
**Sent:** Friday, October 22, 2021 2:00 PM  
**To:** Walker, Steve <[stephen.g.walker@clsp.nh.gov](mailto:stephen.g.walker@clsp.nh.gov)>  
**Cc:** Harding, Charlotte <[Charlotte.J.Harding@clsp.nh.gov](mailto:Charlotte.J.Harding@clsp.nh.gov)>; [nbobryan.mac@mac.com](mailto:nbobryan.mac@mac.com)  
**Subject:** Re: Perkins Farm easement

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

---

Hi Steve,

Thank you so much for your speedy reply and for reintroducing yourself! I appreciate your explanation of your visit. I will look forward to meeting Charlotte next time she's in our neck of the woods, and seeing you again, as well.

The school is in organizational flux having made the decision two years ago to stop operations as a day school. We've got many irons in fires which feel very purposeful, and have expanded our mission to include broadening the work we've done for about 15 years feeding people—especially with connections to local food producers—and are tackling other aspects of regional inequity which are impacting many in central Carroll County. We're also strengthening a collaborative relationship with our local elementary school to meet the out of school educational and food needs of those kiddos. Lots going on!

About five years ago we stopped commercial growing on the land. It wasn't ultimately useful for our students due to the seasonality, and we lost so much money with the venture that we just couldn't keep it going. Happily, in the intervening years, there's been a nice swell of local farmers who are doing amazing things with food production. We're pretty lucky to be surrounded by that resource.

We've been working with the Prills for about five years reintroducing livestock to the property, building up the soils (you may remember the farm's topsoil was sold in the late 60s by the former owners), and providing meat for our meals. They're also doing a lot of work reclaiming trails that had been overgrown as well as adding to the network. There's been a nice resurgence in public use in the last two years.

The blueberry field to the East of the school house has benefitted from mowing and fertilizing with ash and manure so we've been getting terrific crops which we share with lots of coyotes and neighbors. The marsh field across 113 is being opened up and mown, when not being grazed. We have an old aerial photo of the farm when the Perkins owned it, before much had grown up. Astonishing how much pasture has been lost in 50 years but that's sort of the way of New England, I suppose. It's been satisfying to see all the fields coming back into open and useful production.

That's a nutshell of what we've been up to; I'm happy to show you and Charlotte around next time you're in town.

If you have any questions once you've talked with Nelson, please be in touch. And thanks again for explaining your visit.

Have a great weekend!

Lianne

On Fri, Oct 22, 2021 at 1:13 PM Walker, Steve <[stephen.g.walker@clsp.nh.gov](mailto:stephen.g.walker@clsp.nh.gov)> wrote:

Hi Lianne, Thanks for your e-mail. We have met before. Yesterday we spent a long day monitoring our Ossipee Pine Barrens easements. I decided that a quick drive-by of the Perkins easement, just a quarter mile off our route home, would be useful for our new Stewardship Specialist (Charlotte) to lay eyes on the property given the confusion we were having with the recent monitoring reports we received. Seeing a property in person helps make sense of things that looking at a file back in the office does not.

We just spoke with Nelson who is going to clarify the ownership status of the conservation easement "Property". That was the reason that piqued our interest and inspired our detour.

I apologize for any inconvenience. The State of New Hampshire does hold an interest in the property having invested public money in the protection project so it is not uncommon that we look at properties that happen to be nearby where we are working, especially if a question arose. Typically, every 3-5 years we let the municipality know we are coming for a scheduled Field Visit and the town officials are invited. They in turn are responsible for letting the landowner know, and they are also welcome to go along. The Town as the Grantee interest is the primary contact for both the Landowner and our agency so we like to channel our communications through them as much as possible. Of course any of our correspondence can be shared as anyone wishes.

I do not recall approaching any personal dwellings. I did respond to your neighbor to the north across the road from where we were who came to her door and called out to me with a question. We are pretty careful about staying focused only on the conservation land and not on private property not associated with the conservation land.

I hope this helps. I expect Nelson will be back to us by early next week with answers to our inquiry and we will be back on the same page. Is the school back up and running? I think last year it was reported that there was a closure. Tough year all around. The last time I was there I think I also bought some farm goods out of the small building across the road which did not look open, but perhaps it is past your open season for that part of your operation.

Have a great weekend, be well. Stephen

---

**From:** Lianne Prentice <[director@communityschoolnh.org](mailto:director@communityschoolnh.org)>  
**Sent:** Friday, October 22, 2021 11:37 AM  
**To:** Nelson OBryan <[nbobryan.mac@mac.com](mailto:nbobryan.mac@mac.com)>; Walker, Steve <[stephen.g.walker@clsp.nh.gov](mailto:stephen.g.walker@clsp.nh.gov)>  
**Cc:** Andrea Prill <[andeprill@gmail.com](mailto:andeprill@gmail.com)>; Clay Prill <[claytonprill@yahoo.com](mailto:claytonprill@yahoo.com)>; ean.prill <[ean.prill@gmail.com](mailto:ean.prill@gmail.com)>  
**Subject:** Perkins Farm easement

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

Hello, Mr. Walker,

This email is a follow up to the message I left on your voicemail earlier today.

Yesterday I got a call from our neighbor who was unnerved that someone from the State was taking pictures of what was our land; she didn't get a clear reason for your presence and was suspicious. This call was followed by one from Ean Prill letting me know of your visit. I reached out to Nelson O'Bryan, who monitors and reports on our easement for the town of Tamworth to see if he were aware of your visit. He was not. None of us had received any notice that there was reason for piqued state interest in our property.

You can imagine that finding someone photographing land and structures and approaching personal dwellings would be unnerving with no prior notification.

I thought it best that I reach out, including all relevant parties on this email, to check in



with you regarding your concerns. As you know, our annual boundary walks have just been done, with no red flags raised, and we believe that we're continuing to be good stewards of this wonderful property.

Please let us know what's up. I'm happy to call or meet to answer any questions you might have.

Looking forward to hearing from you soon.

Thanks,

Lianne

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA  
ATTORNEY GENERAL



JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL

October 29, 2021

Board of Selectmen  
Town of Tamworth  
84 Main Street  
Tamworth, NH 03886

Re: Estella B. Perkins Conservation Easement

Dear Selectmen:

The Attorney General, Director of Charitable Trusts has oversight responsibilities with respect to charitable organizations and charitable trusts in New Hampshire. Donated conservation easements are a type of charitable trust.

The Town of Tamworth accepted a conservation easement on a portion of the land formerly owned by Estella B. Perkins, conveyed by Conservation Easement Deed dated December 6, 1991 and recorded at Book 1467, Page 1005 of the Carroll County Registry of Deeds. The Easement Deed defined as the "Property" subject to the easement, three tracts of land measured in metes and bounds. One of the use limitations set forth in the Easement Deed states that "[t]he Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety."

Apparently Ms. Perkins then conveyed the underlying fee interest in her land to The Sandwich Community School, Inc. The School then conveyed five tracts of land it owned, including two of the three tracts subject to the conservation easement, to Zeromile Farm LLC, by Quitclaim Deed dated March 1, 2021 and recorded in the Carroll County Registry of Deeds at Book 3572, Page 680. Therefore the Quitclaim Deed divided the Easement Deed Property, with two tracts conveyed to Zeromile, and one tract remaining with the School.

The Quitclaim Deed appears to violate the use restriction in the Easement Deed which prohibits the Property (i.e. the three tracts as a whole) from being "subdivided or otherwise divided into parcels of separate distinct ownership." Also, while the Quitclaim Deed twice references a Conservation Easement Plan for the Property, it does not list the Easement Deed as among the easements to which the two tracts "are subject". This appears to be an error in draftsmanship.

Board of Selectmen  
October 29, 2021  
Page 2

Holders of a conservation easement, including selectmen and conservation commissions, owe fiduciary duties with respect to their easement interest in the conserved land. The duty of care requires the holder to monitor the property, investigate possible violations, and if necessary take action against third parties to enforce the easement. Our report, Lamprey Field Conservation Easement, discusses municipal officials' duties with respect to conservation easements.

The selectmen and the conservation commission should investigate and, if necessary, take action to enforce the use restriction in the Easement Deed. You may wish to confer with Town counsel. Please keep me informed with respect to your progress on this matter.

Very truly yours,



Thomas J. Donovan  
Director of Charitable Trusts  
(603) 271-3591  
thomas.j.donovan@doj.nh.gov

TJD/d

cc: Charlotte J. Harding, Conservation Land Stewardship Program  
Tamworth Conservation Commission

<http://doj.nh.gov/charitable-trusts/>

**Walker, Steve**

---

**From:** C. Christine Fillmore <CFillmore@dwmlaw.com>  
**Sent:** Tuesday, November 16, 2021 11:01 AM  
**To:** Walker, Steve  
**Cc:** Harding, Charlotte  
**Subject:** Tamworth Conservation Easement Property

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

---

Good morning Mr. Walker,

My name is Christine Fillmore and I am the attorney for the Town of Tamworth, New Hampshire. As you requested, I write to provide some background information for you before we talk about the current issues with conservation property in Tamworth.

The Tamworth Conservation Commission was recently contacted by Tom Donovan at the AG's Charitable Trusts Unit regarding three parcels of land in Tamworth which were placed into a conservation easement in 1991 (Map 420, Lots 16, 39 and 45, sometimes known as the "Perkins land"). The Tamworth Conservation Commission holds the easement, which it acquired in part with LCIP funds. These parcels are separate lots of record but have been held in common ownership by the Sandwich Community School, Inc. since the time of the conservation easement deed. The conservation easement deed is recorded in the Carroll County Registry of Deeds at Book 1467 Page 1002. One of the restrictions placed upon the property in the easement deed is that the property "shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety."

As CTU has informed us, Sandwich Community School conveyed two of the three easement parcels (plus three other lots not burdened by the conservation easement) to Zeromile Farm, LLC earlier this year (Quitclaim Deed Book 3572 Page 680), apparently in violation of this easement restriction. It is our understanding that the School ceased operations last year, which may have been the impetus for the sale of the property. However, we do not know why only two of the three parcels were sold, nor have we yet discussed this directly with either the School or the Farm.

I spoke with Tom Donovan yesterday and he informed me that his office is open to creative solutions to the situation. Two options we discussed were (a) conveyance of the third parcel to the new owner (thus bringing all three parcels back into common ownership), or (b) finding a replacement parcel that is either currently owned by Zeromile Farm or could be acquired by the Farm to take the place of the third parcel in the easement area. I do not know how feasible either of these options are (whether the School would be willing to convey the third parcel, whether a suitable replacement parcel actually exists in the area, whether the Farm is willing to acquire something for that purpose, etc.), but I'd like to get your thoughts on possible options before I open discussions with the property owners.

I am available all day today, and will be available on Thursday. (Wednesday will be difficult because I will be at the NH Municipal Association annual conference all day and am presenting during two sessions.) Please feel free to call me at either 603-792-7417 or 603-856-1166.

Regards,

Christine

**C. Christine Fillmore**

Attorney

603.792.7417 Direct

[CFillmore@dwmlaw.com](mailto:CFillmore@dwmlaw.com)

670 N. Commercial Street, Suite 207, Manchester, NH 03101

800.727.1941 | 603.716.2899 Fax | [dwmlaw.com](http://dwmlaw.com)

## **DrummondWoodsum**

ATTORNEYS AT LAW

*The information transmitted herein is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Unintended transmission shall not constitute waiver of any privilege, including, without limitation, the attorney-client privilege if applicable. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the e-mail and any attachments from any computer.*

## Harding, Charlotte

---

**From:** Walker, Steve  
**Sent:** Sunday, November 21, 2021 7:29 PM  
**Subject:** Fwd: Tamworth - Perkins Conservation Easement

---

**From:** C. Christine Fillmore <CFillmore@dwmlaw.com>  
**Sent:** Friday, November 19, 2021 2:24:41 PM  
**To:** Walker, Steve <stephen.g.walker@clsp.nh.gov>; Donovan, Thomas <thomas.j.donovan@doj.nh.gov>  
**Subject:** Tamworth - Perkins Conservation Easement

**EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.**

---

Good afternoon, Steve and Tom,

Thank you, Tom and Steve, for our conversations earlier this week regarding the Perkins conservation easement held by the Tamworth Conservation Commission. Yesterday, Steve and I discussed the situation and Steve explained that the only acceptable way to resolve this is for the entire conservation Property to be owned by the same party. Steve, I believe you also noted that it would be acceptable for the School to subdivide off the portion of its remaining lot (Map 420 Lot 39) that is subject to the conservation easement, and to convey that part to Zeromile Farm (but retain the non-conservation part of that lot).

It is my understanding that the School's reason for keeping that portion of the third lot was to maintain a buffer between the Zeromile Farm property and the non-easement part of the property. In that spirit and to facilitate a resolution, we are wondering whether it would be acceptable if the School conveyed the easement portion to Zeromile Farm subject to a restriction that it be used solely for planting crops for a period of time (say, 99 years)? Obviously it would have to be used in a way that was also consistent with and in compliance with the conservation easement deed. I don't know whether the property owners would voluntarily go along with this idea but I am exploring possibilities and thought I would check with each of you.

Please let me know your thoughts.

Regards,  
Christine

**C. Christine Fillmore**  
Attorney

603.792.7417 Direct  
[CFillmore@dwmlaw.com](mailto:CFillmore@dwmlaw.com)

670 N. Commercial Street, Suite 207, Manchester, NH 03101  
800.727.1941 | 603.716.2899 Fax | [dwmlaw.com](http://dwmlaw.com)

**DrummondWoodsum**  
ATTORNEYS AT LAW

*The information transmitted herein is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Unintended transmission shall not constitute waiver of any privilege, including, without limitation, the attorney-client privilege if applicable. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the e-mail and any attachments from any computer.*

**From:** [Lianne Prentice](#)  
**To:** [Walker, Steve](#)  
**Cc:** [lrct@lrct.org](#); [Clay Prill](#); [ean.prill](#); [Andrea Prill](#); [Harding, Charlotte](#); [DOJ-Charitable Trusts 2](#); [Liljedahl, Nels - NRCS, Conway, NH](#); [Noreen Downs](#); [dexterharding@tinmountain.org](#); [Claes Thelemarck](#)  
**Subject:** Community School Parcel  
**Date:** Tuesday, November 30, 2021 2:29:53 PM

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

Hi Steve,

I am writing to gain more clarity as to options for rectifying the situation with our easement and sale of land to the Prills. I understand from Nelson O'Bryan, our representative to the Tamworth Conservation Commission, that you have declined our offers for a remedy—even though the result would be greater protection of the land covered by the easement. At this point, for transparency and in good faith, I am requesting that you respond in writing as to the reasons behind your determinations thus far. I am only hearing your side of this situation secondhand and without reasoning. It is putting our small nonprofit in the position of having to essentially give away approximately 10 acres of land when the recourse we have proposed is mutually beneficial, reasonable, lawful, and would better protect the land.

I'm including in this email various parties who have worked with The Community School on land conservation projects over the years and can attest to our commitment to environmental conservation and those who have a vested interest in this situation.

For the record:

In 2020, The Community School entered into an agreement to sell several of our parcels of land, some under easement and some not, to the Prills, a family we'd been working with for five years to manage and restore our open lands. On December 4, 2020, Nelson O'Bryan sent to you his annual monitoring inspection report, which clearly stated under the landowner communication section that we were in the process of planning for a sale, and outlined the lots under agreement. *This did not trigger a response from your office. We were not contacted by you with questions, nor was the Tamworth Conservation Commission contacted about possible easement infringements.* Had you reacted at that time, bringing a potential conflict to our attention, this entire situation may have been avoided as we would have worked within the system to seek an amendment in a more typically ordered way.

Since that time, we sold the Prills five tax lots of record: 3 covered by conservation easement and 2 without. A copy of the original conservation easement was shared with the buyers and their attorney and has been entered into the new deed. The transfer of land includes all existing conservation easement language and restrictions and additional pre-existing covenants. The wording you question, that the easement parcel may not be subdivided, was not flagged by anyone involved in, with interest in, or notified of the sale; the general interpretation by all parties was that "subdivision" referred to the land use practice of dividing tax lots of record, something which we did not do. By selling entire tax lots, we seemed to be working within the easement language. While you've been clear with the Tamworth Conservation Commission that this was not the case, it was the intent.

When Nelson O'Bryan did this year's monitoring and sent his report to the State, noting new ownership, you and Ms. Harding came to the property without notifying either the Prills or me, something which might--under normal circumstances--not be unusual but given your concerns, was. We have not had direct contact with you since our initial email about that visit; you have not shared your concerns directly with me nor the Prills. It seems if conservation of this property were foremost of concern, we, the property owners, would be integral to the conversations at hand. Instead, we're getting roundabout information



through the town attorney.

Through these channels, we have offered mitigation for this error in interpretation of a clause, an error which has resulted in absolutely no degradation of the actual protection to the land in question. This mitigation proposed includes:

- updating the easement language on the land purchased by the Prills (several hundred acres) as well as the land owned by The Community School, to strengthen the protections using 21st century easement guidelines versus the very rudimentary language of our early '90's easement.
- It further includes the offer of upgrading the protections on the 10+ acres retained by The Community School to remove agricultural use and make the parcel forever wild, with no development of any kind permitted.
- In combination with these easement upgrades here on Bunker Hill, the Tamworth Conservation Commission has offered 34 acres in town to be put under conservation easement as an additional offset.

It is my understanding that you have refused these offers, despite the state attorney general signifying that they're acceptable and in alignment with best practices for amending an easement, insisting instead that the easement parcel which has been subdivided be reconnected. This act which will result in an undue financial burden to all parties involved, including the Town of Tamworth, with absolutely no gain in environmental protection.

I've been led to believe that your position is that this process isn't about amending an easement but addressing a violation, regardless of the fact that all parties connected to this sale interpreted subdivision in a way different from your official vocabulary. I have to say that your statement to town counsel that you "don't make deals" seems punitive and also outside the bounds of precedence and the best interests of land conservation. We're not asking you to bargain away anything of conservation value. In fact, we believe that what we're offering substantially strengthens the conservation value of these properties and our region. We are asking you to engage in dialogue toward a win-win solution.

What you're essentially requiring is that The Community School release, with no financial gain (the Prills cannot afford to purchase additional acreage), ten+ acres of its asset and subdivide a tax lot of record simply so that the letter of the original easement can be upheld. What about intent? Where does the best interest of a property lie? We have faithfully stewarded this easement for 30 years and made every effort to legally convey that stewardship to new land owners. Our mitigation offer serves the best public interest and is consistent with the easement holder's mission; it's consistent with conservation purposes and intent in this easement--and in fact would exceed these; and brings a net beneficial effect for the property and region. In fact, in reading through State guidelines outlined in *Amending or Terminating Conservation Easements: Conforming to State Charitable Trust Requirements* it appears that we meet virtually every guideline for a "Low Risk" amendment with the exception that we're asking for this amendment after the fact, a situation, and this bears repeating, which was brought about by an error in interpretation by many people involved, not by any intent to circumvent the sanctity of an easement we've diligently supported for decades.

You noted in your original email to me that you're very familiar with our property and our work farming the land. If this is the case, you know our history as stewards is unimpeachable. This situation was almost literally a clerical error, an error in reading a document, an error in interpretation consistently committed by many people involved in the process of transitioning this property. There is no wanton disrespect of the easement. There is no degradation to the land. There are, albeit after the fact, solid and acceptable offers on the table for acknowledging that an unintentional wrong was committed and that we're willing to go well above and beyond to remedy that fact.

Bearing all this in mind, Steve, what I'm asking is this: why won't you accept the mitigations offered?

I'll look forward to hearing from you.

Lianne

--

**Lianne Prentice**

**she/her/hers**

**Director**

**The Community School**

**South Tamworth, NH 03883**

**(603) 323-7000**

**[www.communityschoolnh.org](http://www.communityschoolnh.org)**

December 23, 2021

Lianne Prentice, Director  
Sandwich Community School, Inc.  
1164 Bunker Hill Road  
South Tamworth, NH 03833

**RE: Estella B. Perkins Conservation Easement  
Notice of Violation**

Ms. Prentice:

I write on behalf of my client, the Town of Tamworth. As you know, the Town, acting through its Conservation Commission, is the holder of a conservation easement on property within the Town that is now and was formerly owned by the Sandwich Community School, Inc. (the "School").

Pursuant to Section VI(A) of the Conservation Easement Deed dated December 6, 1991 and recorded in the Carroll County Registry of Deeds at Book 1467 Page 1002, the Tamworth Conservation Commission is required to formally notify you if it learns of any violation of the terms of the Easement Deed. You are hereby notified that the easement property is in violation of Section I(B):

The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety.

The Easement Deed as conveyed to the Town permanently affects three areas of land, all of which were owned by the School until recently. While these three tracts are identified on the Town tax maps as Map 420 Lots 16 and 45, and a portion of Map 420 Lot 39, the Easement Deed describes these three areas without reference to local zoning or tax map divisions. They were identified in the Easement Deed instead as three tracts making up one single easement "Property." The various restrictions, reserved rights, benefits and burdens outlined by the Easement Deed are all phrased with respect to the Property as a whole.

The Town has learned that the School conveyed two of these three areas to Zeromile Farm, LLC, by Quitclaim Deed dated March 1, 2021, recorded in the Carroll County Registry of Deeds at Book 3572 Page 680. The School has retained ownership of the third tract. As a result, the Property has been sold, conveyed or transferred other than "in its entirety," which is prohibited by use restriction I(B) of the Easement Deed.

Conservation easements restrict land permanently as a form of public trust, and thus are overseen by the Director of Charitable Trusts within the NH AG's Office. This easement was also obtained with grant funds from the State of NH, and as a result the NH Conservation Land

December 23, 2021  
Page 2

Stewardship Program also has supervisory authority. Both CTU and CLSP have determined that the division in ownership of the easement Property violates Section I(B) of the Easement Deed. To correct the violation, the three areas of the easement Property must be brought back within common ownership. The conveyance to Zeromile Farm could be reversed (so that the entire easement Property would be owned by the School again), or the School could seek to subdivide out the easement Property portion of Tax Map 420 Lot 39 and convey it to Zeromile Farm (so that the Farm would own the entire easement Property), potentially with a lease of that portion back to the School. While we are aware that you have proposed some different potential solutions to CLSP, it is our understanding that CLSP requires all three areas to be brought back into common ownership. As a result, this is the corrective action that the Conservation Commission will require.

Pursuant to Section VI(B) of the Easement Deed, the School has thirty (30) days from the date of this letter to take corrective action to cure the breach of easement. We understand it may take longer than 30 days to complete this process, but you are required within that time to (1) inform the Conservation Commission in writing of your planned corrective action and (2) to enter a written agreement with Zeromile Farm to implement that corrective action. The corrective action must be completed within ninety (90) days of the date of this letter. You are required to keep the Conservation Commission informed in writing of your progress toward these milestones.

If you do not take these steps within the required times, the Town will be forced to bring an enforcement action against you in the Superior Court. Please note that Section VI(C) of the Easement Deed provides that you will be responsible for the Town's enforcement costs, including court costs and legal fees.

The Conservation Commission regrets that this action is necessary. However, as the easement holder, the Conservation Commission has a fiduciary duty to take affirmative action to enforce the terms of the Easement Deed – a duty which the Charitable Trust Unit and CLSP are requiring the Conservation Commission to uphold.

Thank you for your prompt attention to this matter.

Sincerely,



C. Christine Fillmore

cc: Tamworth Conservation Commission (via e-mail)  
Melanie Streeter, Tamworth Selectman (via e-mail)  
Zeromile Farm, LLC  
Thomas J. Donovan, Director of Charitable Trusts  
Stephen G. Walker, Conservation Land Stewardship Program (via e-mail)  
K. Allen Brooks, Senior Assistant Attorney General

Dear Steve:

I'm writing as a follow up to the issue at hand regarding the easement violation around The Community School's lots recently sold to the Prill family of ZeroMile Farm. I've received a letter from the Tamworth town attorney letting me know, without clarification or reason for your decision, that you've refused the mitigations offered by the Town of Tamworth, ZeroMile Farm, and The Community School to address the issue, though those mitigations have precedent in conservation easement practice in NH and even in Tamworth.

You've made it clear that your responsibility isn't to deal with me--the representative for the landowner which is being put into an untenable financial position by your decisions--and that you deal with the town, as your primary contact. Regardless, I'm reaching out to you once again as the town attorney is not conveying your reasoning for your decisions, and because you're essentially asking The Community School to assume significant unmanageable debt; I believe the ethical response from you would be clarity and direct communication.

As stated in my earlier email to you, the sale was made known to you nearly a year before it occurred and you didn't reach out to me as a representative for the landowner or to the Tamworth Conservation Commission with any questions, concerns, or other indication that caution should be taken when selling conservation land. As the State's expert in this area, one would think that you've come across situations in your many years in your role as Director of the Conservation Land Stewardship Program where sales of easement land faced challenges and there would be protocols in place to advise land owners in the case of land sale. You were notified that the sale was pending and did not engage at that time; had you done, this situation would have been averted. Given that, does any culpability for this misunderstanding lie with your office?

The conservation easements were reviewed by the purchasing party, an attorney, and the company which filed the deeds. Additionally, the Tamworth Conservation Commission rep and I reviewed, again, the language and included it in the purchase and sale. Each of those parties interpreted the section in dispute "the Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety" to relate to tax lots of record as opposed to easement lots. As no tax lots were subdivided, we believed we were in compliance. This confusion is, again, something that could have been avoided had you involved yourself as soon as notice was given to your office of the pending sale.

As it stands now, though TCS has offered to keep the section of the easement still under ownership as a wild parcel, with no agricultural use; as all parties have offered to bring the 1990's easement language to current legal and conservation standards; and as the Town of Tamworth has offered another parcel of 34 acres--three times the ten acres in question--as an additional conservation offset (all mitigations which have precedent both in Tamworth and in NH when addressing easement violations), you're refusing these initiatives and requiring solutions which are financially impossible for all parties involved. I'd like to know why.

To be clear, the easement lot (as opposed to tax lot) which was divided by this sale so that TCS retains just over 10 acres under easement which is part of the tax lot held by the school, is still protected by the conservation language originally established. There has been no degradation at all in conservation value of the entire property because of this sale.

Your requirements for rectification are financially impossible for both The Community School and ZeroMile Farm. You require that either The Community School buy back the entire series of tax parcels to reunite the conservation easement or undergo a subdivision of our one remaining tax lot--on which the school house is situated--and sell (in fact we'd have to give this land as the Prills have no money to purchase it) the land to ZeroMile Farm to reunite the easement.

Your resolutions to this issue may have standing in the letter of the law and be the most streamlined for your office, but they do not at all provide for the best conservation practices for this property--as any of our offers of mitigation would increase the conservation value exponentially.

Because your decision requires us to acquire substantial debt which we'd be unable to service, I'd like to hear from you what formal appeal process is available at the State level, and I'd like you to directly address your reasoning for your decision. Neither request seems unreasonable when the viability of The Community School is at stake.

I will state, once again, that The Community School has been a tireless steward not only of our parcel, but by volunteering for decades on other conservation projects in our region. We've worked for nearly 30 years with NRCS, Tin Mountain, Green Mountain Conservation Group, and local outdoor groups to support environmental education and efforts. We have recently been recognized for our work to feed struggling community members in Carroll County, and are undertaking affordable housing efforts. The entire mission of this organization revolves around caring for our community--both the human and natural elements. We ask that you reconsider your decision in light of this history, and instead offer mitigation which doesn't put our work in and for our region at risk.

Because of the weight your decisions have for our organization, I look forward to hearing from you directly to confer your reasoning.

Sincerely,

Lianne Prentice

**Lianne Prentice**  
**she/her/hers**  
**Director**  
**The Community School**  
**South Tamworth, NH 03883**  
**(603) 323-7000**  
[www.communityschoolnh.org](http://www.communityschoolnh.org)

Conservation Easement Plan  
FOR THE PROPERTY OF  
**ESTELLA B. PERKINS**  
113 JARDINER RD. ROAD, THOMPSON, NH

010 Co-Engineers  
Robert H. Perkins, Esq., 100 West St., Concord, NH  
Peter H. Easton, P.O. Box 428, North Conway, NH  
10 Maple St., Suite 4, No. Concord, NH 03301  
Phone: 603-224-1800  
Fax: 603-224-1801  
www.perkinsandperkins.com

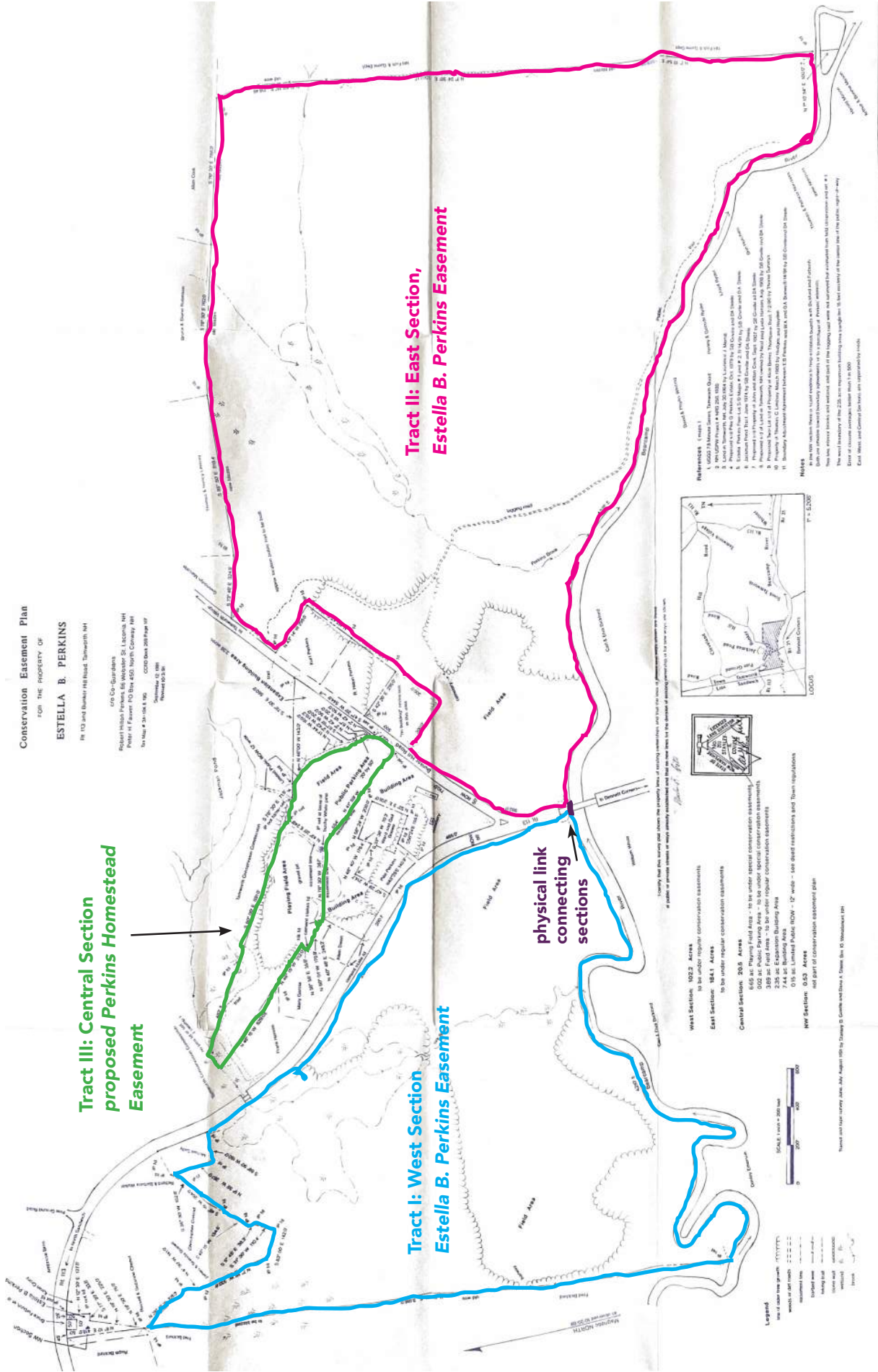
**Tract III: Central Section  
Proposed Perkins Homestead  
Easement**



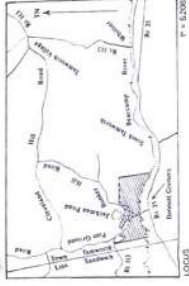
**Tract I: West Section  
Estella B. Perkins Easement**

**Tract II: East Section,  
Estella B. Perkins Easement**

physical link  
connecting  
sections



- West Section: 102.2 Acres**  
to be under regular conservation easements
- East Section: 184.1 Acres**  
to be under regular conservation easements
- Central Section: 20.8 Acres**  
6.65 ac. Player's Field Area - to be under special conservation easements  
5.65 ac. Public Parking Area - to be under special conservation easements  
7.5 ac. Building Area - to be under special conservation easements  
2.95 ac. Expansion Building Area - to be under special conservation easements
- RV Section: 0.53 Acres**  
0.15 ac. Limited Public RVW - to be under special easements and then regulations  
not part of conservation easement plan



- Legend**
- 1" = 100' scale
  - 2" = 100' scale
  - 3" = 100' scale
  - 4" = 100' scale
  - 5" = 100' scale
  - 6" = 100' scale
  - 7" = 100' scale
  - 8" = 100' scale
  - 9" = 100' scale
  - 10" = 100' scale
  - 11" = 100' scale
  - 12" = 100' scale
  - 13" = 100' scale
  - 14" = 100' scale
  - 15" = 100' scale
  - 16" = 100' scale
  - 17" = 100' scale
  - 18" = 100' scale
  - 19" = 100' scale
  - 20" = 100' scale
  - 21" = 100' scale
  - 22" = 100' scale
  - 23" = 100' scale
  - 24" = 100' scale
  - 25" = 100' scale
  - 26" = 100' scale
  - 27" = 100' scale
  - 28" = 100' scale
  - 29" = 100' scale
  - 30" = 100' scale
  - 31" = 100' scale
  - 32" = 100' scale
  - 33" = 100' scale
  - 34" = 100' scale
  - 35" = 100' scale
  - 36" = 100' scale
  - 37" = 100' scale
  - 38" = 100' scale
  - 39" = 100' scale
  - 40" = 100' scale
  - 41" = 100' scale
  - 42" = 100' scale
  - 43" = 100' scale
  - 44" = 100' scale
  - 45" = 100' scale
  - 46" = 100' scale
  - 47" = 100' scale
  - 48" = 100' scale
  - 49" = 100' scale
  - 50" = 100' scale



North arrow survey date: July, August 1999 by Thomas D. Gagne and Bruce S. Stone, Inc. 10/10/1999

**References:**

1. 1852 Deed, John Perkins, Town of Thompson
2. 1852 Deed, John Perkins, Town of Thompson
3. 1852 Deed, John Perkins, Town of Thompson
4. 1852 Deed, John Perkins, Town of Thompson
5. 1852 Deed, John Perkins, Town of Thompson
6. 1852 Deed, John Perkins, Town of Thompson
7. 1852 Deed, John Perkins, Town of Thompson
8. 1852 Deed, John Perkins, Town of Thompson
9. 1852 Deed, John Perkins, Town of Thompson
10. 1852 Deed, John Perkins, Town of Thompson
11. 1852 Deed, John Perkins, Town of Thompson
12. 1852 Deed, John Perkins, Town of Thompson
13. 1852 Deed, John Perkins, Town of Thompson
14. 1852 Deed, John Perkins, Town of Thompson
15. 1852 Deed, John Perkins, Town of Thompson
16. 1852 Deed, John Perkins, Town of Thompson
17. 1852 Deed, John Perkins, Town of Thompson
18. 1852 Deed, John Perkins, Town of Thompson
19. 1852 Deed, John Perkins, Town of Thompson
20. 1852 Deed, John Perkins, Town of Thompson
21. 1852 Deed, John Perkins, Town of Thompson
22. 1852 Deed, John Perkins, Town of Thompson
23. 1852 Deed, John Perkins, Town of Thompson
24. 1852 Deed, John Perkins, Town of Thompson
25. 1852 Deed, John Perkins, Town of Thompson
26. 1852 Deed, John Perkins, Town of Thompson
27. 1852 Deed, John Perkins, Town of Thompson
28. 1852 Deed, John Perkins, Town of Thompson
29. 1852 Deed, John Perkins, Town of Thompson
30. 1852 Deed, John Perkins, Town of Thompson
31. 1852 Deed, John Perkins, Town of Thompson
32. 1852 Deed, John Perkins, Town of Thompson
33. 1852 Deed, John Perkins, Town of Thompson
34. 1852 Deed, John Perkins, Town of Thompson
35. 1852 Deed, John Perkins, Town of Thompson
36. 1852 Deed, John Perkins, Town of Thompson
37. 1852 Deed, John Perkins, Town of Thompson
38. 1852 Deed, John Perkins, Town of Thompson
39. 1852 Deed, John Perkins, Town of Thompson
40. 1852 Deed, John Perkins, Town of Thompson
41. 1852 Deed, John Perkins, Town of Thompson
42. 1852 Deed, John Perkins, Town of Thompson
43. 1852 Deed, John Perkins, Town of Thompson
44. 1852 Deed, John Perkins, Town of Thompson
45. 1852 Deed, John Perkins, Town of Thompson
46. 1852 Deed, John Perkins, Town of Thompson
47. 1852 Deed, John Perkins, Town of Thompson
48. 1852 Deed, John Perkins, Town of Thompson
49. 1852 Deed, John Perkins, Town of Thompson
50. 1852 Deed, John Perkins, Town of Thompson

**Notes:**

1. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
2. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
3. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
4. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
5. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
6. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
7. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
8. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
9. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
10. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
11. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
12. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
13. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
14. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
15. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
16. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
17. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
18. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
19. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
20. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
21. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
22. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
23. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
24. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
25. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
26. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
27. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
28. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
29. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
30. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
31. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
32. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
33. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
34. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
35. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
36. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
37. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
38. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
39. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
40. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
41. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
42. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
43. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
44. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
45. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
46. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
47. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
48. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
49. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.
50. The 100' wide strip shown in red indicates a large easement boundary with the State and Federal.

## Gilbert, Jennifer

---

**From:** Walker, Steve  
**Sent:** Wednesday, December 29, 2021 11:13 AM  
**To:** Klass, Michael  
**Cc:** Harding, Charlotte  
**Subject:** CORD - LCIP - Tamworth - Perkins Conservation Easement  
**Attachments:** Attachments - Perkins CE.zip; Perkins Overview and Timeline.pdf; 2021-12-23 CCF Tamworth to Prentice.PDF; 2021-12-28 TSS Prentice to CLS.pdf

Hi Michael, Attached is the complete package at the time of what we shared with DOJ. The Overview and Timeline would probably suffice for the Commissioner at the moment but the details are there as needed. The following last 2 attachments show where we are today. Subsequent to the package being sent Tamworth Attorney Fillmore had a conversation with Attorney Brooks, and a letter (attached) was sent from Fillmore to the owner representative (Prentice) for The Sandwich School (TSS, which is in transition). I received an email (attached) from Prentice / TSS this week that explains their position. I have not responded yet as I have been exchanging conversations with DOJ on how best to proceed, and this is where CORD came into the picture. Ultimately it is their decision. Let me know if you need anything else. Thanks Steve



## Gilbert, Jennifer

---

**From:** Verdile, Stephanie  
**Sent:** Thursday, February 24, 2022 1:32 PM  
**To:** Verdile, Stephanie  
**Subject:** CORD information for Perkins Easement  
**Attachments:** Attachments - Perkins CE.zip; FW: Perkins Conservation Easement (Tamworth); Perkins Easement Public Information; Perkins Overview and Timeline.pdf; 2021-12-23 CCF Tamworth to Prentice.PDF; 2021-12-28 TSS Prentice to CLS.pdf; FW: Estella B. Perkins Conservation Easement Amendment Proposal; CORD DRAFT Agenda March 10, 2022.docx

Good afternoon CORD members,

Attached please find the DRAFT Agenda for the March 10, 2022, CORD meeting as well as additional information regarding the agenda item, "Monitoring Update-Perkins Easement, Tamworth." I sent an email on 2/14/ "CORD Perkins Easement Memorandum – Attorney Client Privileged" with information from Attorney Brooks for you to review to prepare for this meeting. I apologize for the amount of information needed to be reviewed for this agenda item, but it is unavoidable for this situation.

You will be receiving another packet with the SLR applications, minutes, and the final agenda next week.

If you have any questions regarding the Perkins Easement, please reach out to Attorney Brooks.

Thank you.

Stephanie N. Verdile  
Principal Planner  
Department of Business and Economic Affairs  
Office of Planning and Development  
State of New Hampshire  
Phone (603) 271-1765  
[Stephanie.N.Verdile@livefree.nh.gov](mailto:Stephanie.N.Verdile@livefree.nh.gov)



## Gilbert, Jennifer

---

**From:** Brooks, Kelvin  
**Sent:** Wednesday, February 23, 2022 9:47 AM  
**To:** Verdile, Stephanie  
**Subject:** FW: Perkins Conservation Easement (Tamworth)

Hello Stephanie,

Can you please forward the comments below to CORD? This is a public document.

Thank you  
Allen

K. Allen Brooks, Senior Assistant Attorney General  
Chief, Environmental Protection Bureau  
N.H. Dept. of Justice  
33 Capitol Street  
Concord, NH 03301  
603-271-3679

---

**From:** C. Christine Fillmore <CFillmore@dwmlaw.com>  
**Sent:** Wednesday, February 23, 2022 9:43 AM  
**To:** Brooks, Kelvin <kelvin.a.brooks@doj.nh.gov>  
**Subject:** Perkins Conservation Easement (Tamworth)

**EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.**

---

Hello Allen,

Below are the positions of the Tamworth Board of Selectmen and the Tamworth Conservation Commission on the amendment to the Perkins Conservation Easement proposed by Lianne Prentice of the Bearcamp Center for Sustainable Community. [Please note that Mr. O'Bryan has recused himself from Conservation Commission action on this matter.] Please feel free to forward this to CORD for its March meeting on this matter.

**Board of Selectmen:** The Board of Selectmen voted at its most recent meeting not to support the proposed amendment in its entirety. The Board is not in favor of splitting the Perkins easement property into two sections or taking on additional conservation land, for the following reasons:

1. Dividing the existing Perkins Easement property into two pieces with two owners, and then adding a new parcel with a third owner to the mix, would create a more complicated stewardship and administrative burden than the Town had expected when it originally accepted the easement.
2. Dividing this land among multiple owners is in direct conflict with one of the original purposes of the easement deed, which was to preserve the land and setting of the first colonial homestead in the Town of Tamworth, and the Board is opposed to this.
3. If a property owner is permitted to violate the terms of a conservation easement burdening their land and "cure" the violation by amending the easement deed, it would set a very unfortunate precedent going forward for the others of other properties on which the Town holds a conservation easement.

**Conservation Commission:** The Conservation Commission voted at its most recent meeting that it is in favor of some parts of the proposal, with reservations, but not other parts, as follows:

1. The Commission is willing to monitor additional easement property.
2. However, the Commission cannot recommend accepting a new easement on the additional 34-acre parcel until it has conducted its ordinary due diligence on the condition and conservation value of the property to determine whether to accept it, which cannot be done until later in the year because of winter conditions.
3. The Commission's preference is for the Perkins Conservation property to all be owned by a single owner, rather than to split it into two as proposed in the amendment.

Thank you for your assistance with this matter.

Regards,

Christine

**C. Christine Fillmore**

Attorney

603.792.7417 Direct

[CFillmore@dwmlaw.com](mailto:CFillmore@dwmlaw.com)

670 N. Commercial Street, Suite 207, Manchester, NH 03101

800.727.1941 | 603.716.2899 Fax | [dwmlaw.com](http://dwmlaw.com)



*The information transmitted herein is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Unintended transmission shall not constitute waiver of any privilege, including, without limitation, the attorney-client privilege if applicable. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the e-mail and any attachments from any computer.*

**Conservation Easement Plan**

FOR THE PROPERTY OF

**ESTELLA B. PERKINS**

68 1/2 and 69 1/2 Acres, 1/4 Section 16, Township 36 N, Range 12 W, County 14 E, State of Maryland

CDR Co-Quadrant  
 Robert H. Perkins, 68 1/2 Acres, 1/4 Section 16, Township 36 N, Range 12 W, County 14 E, State of Maryland  
 PO Box 450, North County, MD  
 To Have & Enjoy & Use  
 CDR Co-Quadrant  
 Planning No. 200



- West Section: 102.2 Acres**  
 to be under regular conservation easements
- East Section: 184.1 Acres**  
 to be under regular conservation easements
- Central Section: 20.5 Acres**  
 6.65 ac. Field Area - to be under special conservation easements  
 3.88 ac. Field Area - to be under regular conservation easements  
 7.48 ac. Building Area - to be under regular conservation easements
- NW Section: 0.53 Acres**  
 not part of conservation easement plan

**References:**

1. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
2. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
3. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
4. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
5. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
6. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
7. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
8. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
9. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
10. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
11. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
12. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
13. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
14. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
15. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
16. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
17. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
18. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
19. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.
20. Survey of the above described property by the Surveyor General of Maryland, dated July 20, 1888.

**Notes:**

This map was prepared by the Surveyor General of Maryland, and is subject to the provisions of the Surveyor General's Act of 1888, and to the provisions of the Surveyor General's Act of 1901, and to the provisions of the Surveyor General's Act of 1904, and to the provisions of the Surveyor General's Act of 1907, and to the provisions of the Surveyor General's Act of 1910, and to the provisions of the Surveyor General's Act of 1913, and to the provisions of the Surveyor General's Act of 1916, and to the provisions of the Surveyor General's Act of 1919, and to the provisions of the Surveyor General's Act of 1922, and to the provisions of the Surveyor General's Act of 1925, and to the provisions of the Surveyor General's Act of 1928, and to the provisions of the Surveyor General's Act of 1931, and to the provisions of the Surveyor General's Act of 1934, and to the provisions of the Surveyor General's Act of 1937, and to the provisions of the Surveyor General's Act of 1940, and to the provisions of the Surveyor General's Act of 1943, and to the provisions of the Surveyor General's Act of 1946, and to the provisions of the Surveyor General's Act of 1949, and to the provisions of the Surveyor General's Act of 1952, and to the provisions of the Surveyor General's Act of 1955, and to the provisions of the Surveyor General's Act of 1958, and to the provisions of the Surveyor General's Act of 1961, and to the provisions of the Surveyor General's Act of 1964, and to the provisions of the Surveyor General's Act of 1967, and to the provisions of the Surveyor General's Act of 1970, and to the provisions of the Surveyor General's Act of 1973, and to the provisions of the Surveyor General's Act of 1976, and to the provisions of the Surveyor General's Act of 1979, and to the provisions of the Surveyor General's Act of 1982, and to the provisions of the Surveyor General's Act of 1985, and to the provisions of the Surveyor General's Act of 1988, and to the provisions of the Surveyor General's Act of 1991, and to the provisions of the Surveyor General's Act of 1994, and to the provisions of the Surveyor General's Act of 1997, and to the provisions of the Surveyor General's Act of 2000, and to the provisions of the Surveyor General's Act of 2003, and to the provisions of the Surveyor General's Act of 2006, and to the provisions of the Surveyor General's Act of 2009, and to the provisions of the Surveyor General's Act of 2012, and to the provisions of the Surveyor General's Act of 2015, and to the provisions of the Surveyor General's Act of 2018, and to the provisions of the Surveyor General's Act of 2021, and to the provisions of the Surveyor General's Act of 2024.

## Overview

The Tamworth Conservation Commission had a relatively good track record for conducting their annual monitoring and submitting a copy of their reports to CLS in a timely fashion. The reports were of a decent quality and the commission was good at communicating with CLS. In this case the commission did notify CLS in its 2020 monitoring report that a subdivision was being considered. Unfortunately, due to the Covid hiring freeze, the position that reviewed these reports was vacant for about 16 months. By the time CLS got around to reviewing reports in late summer 2021 the subdivision had occurred. Having said that, it remained the Grantee's responsibility to look into the reported Grantor interest in subdividing. CLS at all opportunities encourages municipalities to contact us at any time they have a question. Unfortunately, that did not happen to our knowledge at this time. As will be noted in the timeline, CLS staff stopped by the property to take a quick look on the way back from an all-day monitoring event in that area to simply get eyes on the property, principally for the benefit of the stewardship specialist who had never seen the property. It is always easier to better understand an issue if one has a personal visual. At that time we also discovered a couple of other issues, the cattle grazing in the wetland being of considerable concern. And lastly, after a second conversation with CTU there appears that there may be a conflict of interest issue that occurred with the transfer, something CTU will follow up on. Taken together there appears to be some major failures in the commission's stewardship oversight of their conservation easement. Following are background materials and a timeline.

## Timeline and Attachments

- Land Conservation Investment Program Documents
  - LCIP Tamworth Project Agreement - **ATTACHMENT 1**
  - Perkins Conservation Easement Deed - **ATTACHMENT 2**
    - Subdivision Clause on Page 3, Use Limitation 1. B
    - Appendix A description on Page 10 (Tracts I, II & III together form "Property")
  - Annotated Property Survey - **ATTACHMENT 3**
  - Tax Maps - available upon request
  - [Municipal Conservation Land Stewardship Guide](#) – available on OSI website. CLS sent this guide to all LCIP municipal contacts in the spring of 2020. Its purpose is to encourage municipalities to understand their own responsibility and roles in the stewardship of town-held conservation properties. Additionally there are many references to consider seeking their town counsel.
  
- 12/04/2020 Perkins MIR - Noting that a subdivision is being considered - **ATTACHMENT 4**
  
- 10/18/2021 Tamworth CC sends CLS two new MIR(s) for the Perkins CE - **ATTACHMENT 5**
  - Perkins – The Community School MIR - For Tract III "Central Section" retained by owner
  - Perkins – Zeromile Farm LLC MIR - For Tract I "West Section" and Tract II "East Section", subdivided and sold to Zeromile
  
- 10/21/2021 Steve and Charlotte conduct all-day inspection of Ossipee Pine Barrens and stop by Perkins CE on the way back to Concord, ½ mile off route back to office. Viewed Property (3

tracts) from road. Zeromile owners Clayton and Ean Prill saw us and came over. Two conversations occurred. The second was when viewing the pasturing in the wetland. A significant Conservation Purpose for the CE was “To protect the unusual natural habitat of the Bearcamp River and Jackman Pond”. The Prills shared conflicting information, indicating that they had, in fact, also purchased the 3rd small easement parcel that The Community School owned. This required further questioning of Lianne Prentice by CLS.

- 10/22/2021 Email from Lianne Prentice to Steve Walker expressing concern over unscheduled visit to CE the day prior - **ATTACHMENT 6**
  - Steve’s response explaining visit and follow up question Re: Did TCS convey all 3 CE parcels to Zeromile farm? - **ATTACHMENT 7**
  - Copy of Zeromile Quitclaim deed including 2 CE parcels - **ATTACHMENT 8**
  - 10/23/2021 Lianne’s response to Steve indicating a misunderstanding by legal counsel. They thought the individual parcels could not be subdivided, but did not realize that all 3 parcels together formed a single “Property.” - **ATTACHMENT 9**
- 10/26/2021 CLS reaches out to Tom Donovan for his advice and include reference materials
- 10/29/2021 Tom Donovan sent letter to the Town of Tamworth - **ATTACHMENT 10**
- 11/16/2021 Tamworth Attorney Email - **ATTACHMENT 11**
- 11/18/2021 Steve and Tamworth attorney have phone discussion during which Steve indicated that CLS did not see a path forward for a “Creative solution”. No means No in “No subdivision...”
- 11/19/2021 Tamworth Attorney email to CLS and CTU acknowledging that subdivision would not be able to remain. - **ATTACHMENT 12**
- 11/23/2021 Steve’s response to 11/19/2021 email from Tamworth Attorney answering question of whether remaining TCS lot (combined lot of both CE encumbered and non-encumbered land with school buildings) could be subdivided.
- 11/30/2021 Email from Lianne Prentice to CLS with many other additional individuals and entities CC’d - **ATTACHMENT 13**
- 12/03/2021 - TEAMS meeting with Tom Donovan and Diane Quinlan, discussed prior case of disallowed subdivision (Canaan – McKee) of town-held CE. During this meeting Diane indicated that Ean Prill is listed as being on the Board of The Sandwich Community School, making the sale of the subdivided tracts of the CE to the Prills a conflict of interest. A third non-LCIP CE held by the town was also part of the same sale.

**Gilbert, Jennifer**

---

**From:** Verdile, Stephanie  
**Sent:** Friday, February 18, 2022 4:26 PM  
**To:** Verdile, Stephanie  
**Subject:** Perkins Easement Public Information

**From:** Lianne Prentice <[lianne.prentice@gmail.com](mailto:lianne.prentice@gmail.com)>  
**Sent:** Tuesday, January 11, 2022 11:15 AM  
**To:** Brooks, Kelvin <[kelvin.a.brooks@doj.nh.gov](mailto:kelvin.a.brooks@doj.nh.gov)>; Donovan, Thomas <[Thomas.J.Donovan@doj.nh.gov](mailto:Thomas.J.Donovan@doj.nh.gov)>; Walker, Steve <[stephen.g.walker@clsp.nh.gov](mailto:stephen.g.walker@clsp.nh.gov)>  
**Cc:** David Roosenboom <[droosenboom1@gmail.com](mailto:droosenboom1@gmail.com)>; Clay Prill <[zeromilefarm@gmail.com](mailto:zeromilefarm@gmail.com)>  
**Subject:** Estella B. Perkins Conservation Easement Amendment Proposal

**EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.**

---

Good morning,  
Please find attached the documents comprising our proposed amendment to the Estella B. Perkins Conservation Easement:

1. Proposed amendment to the Estella B. Perkins (EBP) Conservation Easement
2. Original EBP Conservation Easement Deed
3. Tamworth Conservation Commission Model Easement Deed, 2008
4. Original EBP easement map
5. Amended EBP easement map with Perkins Homestead Conservation Easement proposal delineated
6. Photo showing relationship between and proximity to homestead on Tract III and conservation land
7. Annual Monitoring Inspection Report of 12/4/20



If you are unable to open the photo and original easement sent via Google Drive, please let me know and I'll put hard copies of the entire proposal in the mail. Please be in touch if you're in need of further documentation or clarification.

Thank you for your attention,  
Lianne

--  
**Lianne Prentice**  
**she/her/hers**

**Director**  
**The Bearcamp Center for Sustainable Community**  
*(formerly The Community School)*  
**1164 Bunker Hill Road**  
**South Tamworth, NH 03883**  
**(603) 323-7000**

Stephanie N. Verdile  
Principal Planner  
Department of Business and Economic Affairs  
Office of Planning and Development  
State of New Hampshire  
Phone (603) 271-1765  
[Stephanie.N.Verdile@livefree.nh.gov](mailto:Stephanie.N.Verdile@livefree.nh.gov)





---

**The Bearcamp Center for Sustainable Community**

1164 Bunker Hill Road  
South Tamworth, NH 03883  
(603) 323-7000

10 January 2022

To: K. Allen Brooks, Senior Assistant Attorney General; Steve Walker, CLS; Attorney Thomas Donovan, Chief of the Charitable Trust Unit; Melanie Streeter, Tamworth Selectboard; Nelson O'Bryan, Tamworth Conservation Commission; Attorney C. Christine Fillmore, Tamworth; Chair Taylor Caswell, CORD; Landowners Clayton, Ean, and Andrea Prill, Zeromile Farm LLC; Attorney for ZeroMile Farm, Ken Kaulbach

From: Director Lianne Prentice, The Bearcamp Center for Sustainable Community (formerly Sandwich Community School, Inc) and Trustee Chair David Roosenboom, The Bearcamp Center for Sustainable Community (formerly Sandwich Community School, Inc)

RE: Proposed Amendment to the Estella B. Perkins Conservation Easement, South Tamworth, NH

Using guidelines set forth in *Amending or Terminating Conservation Easements: Conforming to State Charitable Trust Requirements, Guidelines for New Hampshire Easement Holders*, we respectfully submit the following as an appeal for amendment of the Estella B. Perkins Conservation Easement, registered in the Carroll County Registry of Deeds at Book 3572, Page 680.

Through no purposeful intent, the easement was violated when the property holder, Sandwich Community School, Inc. (now DBA The Bearcamp Center for Sustainable Community) sold a portion of its land--noted in the easement as Tracts I and II--to the Prill family of ZeroMile Farm LLC. The land sale process took over a year to negotiate, and during that time the Tamworth Conservation Commission and the Conservation Land Stewardship office were made aware of the pending sale (please see attached document). No parties aware of the sale made recommendation for or questioned the process. The violation came about through the misinterpretation of the word "subdivision" in Section 1 (B), with all involved parties directly involved interpreting this to refer to subdivision of tax lots or tracts of record as opposed to the easement language of the entire Property.

**Proposed Amendment with Net Beneficial Terms**

We seek an amendment to the Estella B. Perkins Conservation Easement to divide the Property creating an easement which protects Tracts I and II, to remain the Estella B. Perkins Conservation Easement, and a separate new easement for Tract III, to be referred to as the Perkins Homestead Conservation Easement. Our proposed amendment meets or exceeds the seven principles outlined in *Amending or Terminating Conservation Easements: Conforming to State Charitable Trust Requirements, Guidelines for New Hampshire Easement Holders*. This amendment fits the low risk requirements, with the exception that is inherent to our perhaps unique situation of unwittingly splitting the property without first seeking permission. Additionally, we will offer improvements to the conservation value of all three Tracts.

The earliest documents planning for the protection of this historic homestead parcel in the Bearcamp Valley make reference to three distinct tracts, one of which, Tract III, has been retained by our non-profit, The Bearcamp Center for Sustainable Community; it is 20.5 acres, just over 10 acres of which are under conservation easement and include blueberry fields, a spent gravel pit, some vernal pools, and limited timber. This Tract is a buffer between the buildings and buildable land retained outside the easement and the Jackman Pond watershed and Town conservation land. In initial negotiations with the Perkins family, it is this parcel which the family wanted to retain outside the easement. This is the Tract for which we request creation of a new conservation easement, the Perkins Homestead Conservation Easement.

While we understand that dividing conserved property into two separate easements has the potential for adding administrative strain to an important system with limited resources, we believe the net gain in conservation value and environmental protections will outweigh possible impacts of administrative time or money.

---

**Nurturing the Vitality of Central Carroll County**

---

### **Terms for Proposed Easements**

1. Both easements created from the Estella B. Perkins Conservation Easement would retain all the restrictions outlined in *Section I: Use Limitations* while preserving all *Section II: Reserved Rights*, except noted below, and *Section III: Affirmative Rights of Grantee*. There would be no loss in intent nor practice of conservation integrity to the total acreage included.

2. Both easements would upgrade and strengthen terms from the original 1991 language representing best practice at that time to the more thorough language in the Tamworth Conservation Commission's *Model Conservation Easement Deed* template revised and updated 8/2008, based on Society for the Protection of New Hampshire Forest (SPNHF) language (see attached sample).

3. As further net benefit to the conservation protection of the property, and in the spirit of land conservation's importance to the unique environmental and historical features of the Bearcamp River Valley, The Bearcamp Center would include in its property easement, the Perkins Homestead Conservation Easement, additional protections to the watershed of Jackman Pond and the immediate region.

A. Per *Subsections I and J of Section II: Reserved Rights* in the Estella B. Perkins Conservation Easement, rights are reserved to *construct, use and maintain open-air ball or playing fields in the area marked "Playing Field Area" on the aforesaid Plan, and to recontour and regrade the abandoned gravel pit which is located presently in the aforesaid "Playing Field Area."* The Bearcamp Center, if granted this amendment, would relinquish those rights leaving this acreage in its current wild state and managed under the terms of the general easement.

B. The Bearcamp Center would relinquish the retained *right to bar or gate the access road (to Jackman Pond) from November 15-April 15 of each year (p. 15)*, increasing public access to Jackman Pond.

C. Original planning documents from 1991 cite the desire of Tamworth Conservation Commission members to include protection of the Jackman Pond watershed. We propose the following in acknowledgement of that original intent:

- no timber harvests shall take place within The Bearcamp Center's Perkins Homestead Easement bounds; trees may be selectively cut to the extent necessary for trail management or property access; to maintain existing views; or for the protection of structures abutting the easement; and
- non-organic amendments to the flora and soil--fertilizers, pesticides, fungicides--will be applied only after review by the Grantee and appointed oversight committee or panel.

D. A 34-acre parcel on a height of land off Bunker Hill, in the Jackman Pond watershed, has been offered, concurrent to this amendment process, to be put under conservation easement as additional mitigation for the unintended violation of the Estella B. Perkins Conservation Easement.

### **Seven Principles: The Proposed Amendment Must:**

#### **1. *Clearly serve the public interest and be consistent with the easement holder's mission:***

The Community School has a long history of conservation service in and for our community, which The Bearcamp Center for Sustainable Community continues. The stewardship of our land and other important natural resources has been primary to our education focus for about 30 years and supported by a series of collaborations with Natural Resources Conservation Service (NRCS), the Tamworth Conservation Commission, Bearcamp Valley Trackers, Green Mountain Conservation Group, Lakes Region Conservation Trust, the Loon Center, and the Squam Lakes Association. In entering into agreement with the Prill family, we were clear regarding the importance of the easement and the stewardship of this historically important property. In the past five years, long before the sale passed, the Prills worked with The Community School to manage and improve the land. They came to Tamworth with agricultural backgrounds and envision a multi-faceted farm on their property. The Community School's new iteration, The Bearcamp Center for Sustainable Community, has pivoted from secondary education to meet the needs of a wider range of Carroll County's citizens; the ethic of stewardship we've long brought to land management extends now into a human realm, as well. The location of this work is central to what we do and the care for this land is of utmost priority. By adding the Prill family to the mix, we are able to significantly increase the ways the public can appreciate and interact with this land.

We believe our efforts and intentions--both historically and in planning for the future--to be consistent with the Tamworth Conservation Commission's mission to serve our citizen's interests in the realms of managing land and trails, conserving land for public appreciation and use as well as for habitat, and protecting wetlands and ground water.

**2.-3. *Comply with all applicable federal, state, and local laws and Not jeopardize the holders' tax-exempt status or status as a charitable organization under either federal or state law (if the holder is a landtrust or other charitable***

**organization):**

We acknowledge that this circumstance created a violation of the conservation easement protecting the Property. In looking at the bigger picture beyond that one (important) circumstance, the rest of the transaction and the remedy of an amendment are straightforward: No other unlawful or unethical practices were connected to this land transaction. The request for an amendment to the existing conservation easement includes no request for lessening or removal of any existing conservation protections. No plans for development are included in this amendment nor in individual land owner land use plans. No laws were broken nor ethical transgressions occurred. There were no breaches of conflict of interest in the land sale.

**4. Not results in "private inurement" or confer impermissible "private benefit" (as those terms are defined for federal tax law purposes and NH RSA 7:19-a):**

No private benefit was gained by any party involved in the division and sale of this land, which closed 1 March 2021. The Community School used the proceeds to pay off a mortgage and debt, and to provide maintenance on the farm house. No individual, other than lienholders of record not associated with the sale, received any portion of the proceeds. The Community School trustees were fully engaged in the process. The sale was widely noted in our newsletter and other public forums; the Perkins Family was noticed of the sale; the purchase and sale documents were reviewed by the Prills' attorney, Ken Kaulbach; our representative to the Conservation Commission was aware of the sale and shared this information with the State, including lots impacted, four months before closing, through the Annual Monitoring Inspection Report of 12/4/20 (see attached). The process was, we believed, entirely transparent without hidden motivation or gain.

Creating a second easement from the single Estella B. Perkins Conservation Easement will not result in any inurement or benefit for individuals or entities involved in the management, ownership, oversight, or use of the land.

**5.-6. Be consistent with the conservation purpose(s) and intent of the easement; Be consistent with the documented intent of the donor, grantor, and any direct funding source:**

While the language of the easement does stipulate no subdivision, the intent of the easement is maintained without degradation, and with, as you'll find further along in this proposal for amendment, improvement of conservation values. The original conservation purposes outlined in all draft minutes and the final easement are:

- a. to assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
- b. to preserve the land subject to this easement for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and
- c. to protect the unusual natural habitat of the Bearcamp River and Jackman Pond; and
- d. to preserve open spaces, particularly the farm and productive forest land, of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public and consistent with the clearly delineated Town of Tamworth conservation policy to protect the Bearcamp River, and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resource, to yield a significant public benefit in connection therewith"; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance."
5. to preserve that historically important land area which is the setting for the first colonial homestead in Tamworth.

With the exception of Use Limitation B, the subdivision section at hand, all other Section I: Use Limitations, all Section II: Reserved Rights, all Section III: Affirmative Rights of Grantee, along with Sections IV-VIII have been acknowledged by deed in the purchase and sale to transfer the property, with the intent of honoring the documented wishes of the donor, grantor, and funding sources, and continue to be foremost in the planning of The Bearcamp Center for Sustainable Community.

The Conservation Easement Baseline Documentation Report representing the wishes of the Perkins estate; a series of letters from 1991 between the School, the Tamworth Conservation Commission, and Sarah Thorne, Acquisition Director for the Trust for New Hampshire Lands, and Board minutes give an historic picture of the intent behind creation of the Estella B. Perkins Conservation Easement; we do not believe we have veered from the conservation intent. No change in terms of the easement--other than those suggested here to increase the conservation value--are proposed, with the exception of this one-time subdivision of the Property.

**7. Have a net beneficial or neutral effect on the relevant conservation values or attributes protected by the ease-**

**ment:**

There is a net beneficial effect on conservation values with this proposed amendment. As stated, significant efforts have already been undertaken by the Prills to work the property to reclaim historically open lands; reintroduce livestock to what was for generations a thriving cattle farm; improve soil quality through widespread amendment; and improve existing trails while adding to the public trail system for walking, horseback riding, skiing, and snowshoeing. The Prills and Lianne Prentice met with Nels Liljedahl and Daimon Meeh of NRCS to discuss grazing plans and impacts, with both being supportive of the land use direction incorporating livestock. Through every step of the sale process, the Easement requirements have been part of the conversation and the land was conveyed with that, and other existing covenants, as integral parts of the agreement. While the purchase and sale agreement clearly outlined the terms of the Estella B. Perkins Conservation Easement, we have been notified that the Quitclaim Deed, while mentioning a Conservation Easement Plan does not list the Easement Deed. Red Door Title Company, of Portsmouth, NH, managed the sale closing and is being contacted about immediately rectifying this error of draftsmanship.

**Amendment Risk Level**

We recognize that our lack of full understanding of easement definitions put us in this position of having to seek an amendment retroactively. Had red flags been raised at any point in the process leading to the sale, we most certainly would have followed the prescribed route for requesting amendment to our easement prior to closing. While being aware and respectful of the typical course of events that ideally would have taken place, we believe that, even given our current circumstances, this proposed amendment falls solidly under the low-risk definition, despite subdividing an easement with a no-subdivision clause, a high risk factor.

In the High Risk Amendment definition, the phrase "permit prohibited subdivision" is linked to "residential or commercial development of the land." The division of the Property at hand seeks to create two separate agricultural easements retaining (and augmenting) all the conservation protections inherent in the original language and is in no way linked to any development of the land, beyond those purposes already provided for.

With that acknowledgement, we believe that our proposed amendment satisfies each of the following low risk elements:

- the amendment clearly and unquestionably--as articulated--complies with all of the seven principles listed in step one;
- it does not affect or has only net positive effects on the conservation purposes of the easement and the conservation values (attributes) of the properties;
- the holder/Grantee--the Town of Tamworth--clearly has the commitment and capacity to enforce the easements' restrictions;
- there are clearly no private inurement issues (as that term is defined for federal tax law purposes and NH RSA 7:19-a) because no insider associated with the holder is involved;
- nor is there private benefit (as the term is defined for federal tax law purposes) provided to any person as a result of the amendment;
- the amendment, because it does not lessen but actually improves the conservation values of the land, is consistent with solicitations for any donations toward the purchase of the easement when it was originally acquired;
- it is consistent with local law and meets zoning and similar requirements;
- it is simple and can easily be understood;
- the amendment has been agreed upon by the landholders, The Bearcamp Center for Sustainable Community and ZeroMile Farm LLC. There are no holders of contingent rights or executory interest noted in the Estella B. Perkins Conservation Easement Deed.
- there is a very low probability of objection to the amendment to the original easement, especially considering the increased conservation value conferred to the entire Property by this proposal. During the more than year-long negotiations leading to the sale to the Prill family, many members of our regional community were part of the conversation about the vision for The Community School's new direction: The Perkins family members were notified of the sale by certified mail, and several conversations with various family members ensued, during which they expressed enthusiasm, relief, and gratitude that their family land continued to be productively used and accessible. Former trustees, long-time financial supporters, various town leaders, and school alumni expressed support of the addition of the Prills' farm to our community, as well as plans for the School to transition to a non-profit serving a wider segment of society. No concerns were raised for the integrity of the conservation plans for these parcels.

Part of our due diligence involved sharing plans of the sale with the Tamworth Conservation Commission and from there, this information was forwarded to the State.

We are aware that the State has a vested interest in the Property having provided LCIP funding used for the original purchase. Four months before the closing, the Grantee sent notice regarding the pending sale to the State office overseeing our annual report, the Conservation Land Stewardship Program, directed by Steve Walker: (from the annual monitoring inspection report of 4 December 2020): "Describe any landowner and/or municipality communications regarding any changes noted from the past year, any changes considered in the coming year, and level

of confidence there are no encroachments along any of the bounds. Include any and all other information you think could be valuable.

*The Community School ceased operations at the end of the 2020 school year. Planning is being done to create a new organization which would make use of the school building and adjacent lands.*

*The school is in the process of selling lots 420-16 and 420-45. Lot 420-39 which contains the school building would be retained."*

No objection, recommendation, nor inquiry was forthcoming in response to this notification, to either the Grantor nor the Grantee, leading us to assume that there was no objection, ultimately, from the State.

Eight months after the sale, upon receiving the 2021 boundary report which mentioned new ownership, Steve Walker initiated this process of examining the easement, notifying the Town of Tamworth that the sale of land violated the easement.

- The amendment has been reviewed and unanimously approved by the Board of Trustees for The Bearcamp Center for Sustainable Community on 9 January 2022, and by the members of ZeroMile Farm LLC. The Grantee, the Town of Tamworth acting through its Conservation Commission, discussed the draft at their meeting 10 January 2022, sending it to the Tamworth Selectboard for final review at their meeting of 27 January 2022. The TCC recommended that we submit this amendment proposal prior to Selectboard final approval in light of time constraints laid out in this process. Review by outside experts is unnecessary as no degenerative land use practices are proposed which would impact the integrity of the conservation value of the easement(s).

#### **ATTACHMENTS**

1. Original Estella B. Perkins Conservation Easement
2. Original Estella B. Perkins Conservation Easement map
3. Amended Estella B. Perkins Conservation Easement map with Perkins Homestead Conservation Easement proposal delineated
4. Photo showing relationship between homestead on Tract III and conservation land
5. Annual Monitoring Inspection Report of 12/4/20
6. Tamworth Conservation Commission Model Easement Deed 2008

## Tamworth Conservation Commission

### MODEL CONSERVATION EASEMENT DEED

Revised and updated August 2008, based on the March 2008 updated version of the SPNHF model easement language.

*[All items in brackets require selection, revision, or deletion of appropriate portions of text.]*

#### Conservation Easement Deed

[NAME OF GRANTOR(S)], single/husband and wife, of/with a principal place of business at [street name and number], Town/City of \_\_\_\_\_, County of \_\_\_\_\_, 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, grant[s] in perpetuity to the **Town of Tamworth**, a municipal corporation, situated in the County of Carroll, State of New Hampshire, with a mailing address of **84 Main Street, Tamworth, New Hampshire 03886**, acting through its Conservation Commission, pursuant to RSA 36-A:4 (Supp.) (hereinafter referred to as the "Grantee" or "Town" which words shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), the following described Conservation Easement, with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon/being unimproved land, consisting of approximately \_\_\_\_ acres, situated on [street name] in the Town/City of \_\_\_\_\_, County of \_\_\_\_\_, State of New Hampshire, and being the same property conveyed to the Grantor by a deed(s) recorded at the Carroll County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ and Book \_\_\_\_\_, Page \_\_\_\_\_, said Property more particularly bounded and described in Exhibit A attached hereto and made a part hereof, and shown on a plan entitled "\_\_\_\_\_" and recorded at the Carroll County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_ (herein referred to as the "Plan").

#### **I. PURPOSES OF CONSERVATION EASEMENT**

- A. The Conservation Easement Deed hereby granted is pursuant to New Hampshire RSA 477:45-47, exclusively for the following conservation purposes (herein referred to as the "Purposes") for the public benefit:

[add specific resource features relevant to this purpose, e.g. identified deer yard, exemplary natural community, etc.];

[Alternative or supplemental language: The conservation [and protection] of open spaces, particularly the conservation of the productive farm and/or forest land of which the Property consists and of the wildlife habitat thereon [add specific resource values relevant to this purpose], [and the protection of the undeveloped feet of water frontage along the (name of water body), to which the Property provides access and upon which it fronts], and the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products [add specific resource features relevant to this purpose, e.g. soil productivity classification];

and

2. The preservation of the land subject to this Conservation Easement for outdoor recreation by, and/or education of, the general public, including allowing traditional uses of the property that are compatible with and not destructive of the conservation values of the Property; such uses including agriculture, timber harvesting, hiking, hunting, and/or fishing, and other low-impact non-motorized recreational uses; [add specific resource features relevant to this purpose, e.g. # feet of undeveloped road frontage];

and

3. The protection of native plants, plant communities, natural habitats, and surface and ground water quality on the Property [add additional specific resource features relevant to this purpose]; and]

[insert additional purposes, as appropriate]

and [include any of the following in addition or instead of the above]

[4. The long-term responsible and ecologically sustainable management of forest resources in a manner that does not compromise water quality, wildlife habitat, unique plant communities, and other conservation values;]

[5. The preservation as wild lands of areas that may contain rare, threatened, and/or endangered species, so as to protect the wild qualities, natural beauty, and ecological processes of such areas as free from human disturbance, noise, artificial light, and pollution, to the extent practicable;]

[6. The prevention of any use of the Property that will significantly impair or interfere with conservation values or interests.]

- B. These purposes are consistent with the general open space conservation goals, policies, and/or objectives of the following:
1. The Town of Tamworth [reference Master Plan or other documents, as needed];
  2. The Tamworth Conservation Commission; and
  3. The State of New Hampshire, as expressed in New Hampshire RSA 79-A, RSA 483-A, RSA 227-M, and other statutes and rules; RSA 79-A states in part: “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.”
- C. All of these purposes are consistent and in accordance with Section 170(h) of the United States Internal Revenue Code, as amended.

## **II. UNIQUE AND SIGNIFICANT QUALITIES OF PROPERTY**

- A. The unique and significant qualities of the Property are as follows:
1. The Property possesses significant natural, ecological, scenic, and open space values (collectively, “conservation values”) which reflect the unique character of the Town of Tamworth and are of importance to the Grantee and to the people of Tamworth and Carroll County and the State of New Hampshire. [add specifics as needed]
  2. The Property includes an intact ecosystem and, as such, provides important habitat for a wide variety of birds, terrestrial mammals and other animals, and plants. Because of the integrated nature of that ecosystem, the use made of the Property will affect not only the conservation values of the Property itself, but those of neighboring properties and ecosystems. [add specifics as needed]
- [add any or all that apply:]
- [3. The Property is adjacent to other lands which contain foot and recreational paths that have been used by the public for hiking and other low impact non-motorized recreational activities for many years and has significant potential for expanding and continuing these public recreational uses in this section of Tamworth.]
  - [4. The Property includes approximately \_\_\_ acres of upland land and \_\_\_ acres of wetlands. The upland areas have the potential to be used for the production of economically valuable timber and other forest resources.]



[5. The Property abuts lands that are protected by similar conservation easements and thereby forms an integral part of an essentially unfragmented conservation area.]

**III. USE LIMITATIONS APPLICABLE TO THE PROPERTY**  
(Subject to the Reserved Rights of Grantor specified in Article IV  
and the Affirmative Rights of Grantee specified in Article V)

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.
1. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other access ways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the Purposes of this Easement.
  2. Agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Said agriculture shall be in accordance with the then-current scientifically based practices recommended by the UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Said agricultural activities shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from public waterways, public roads, or public trails.
  3. Forestry for industrial or commercial purposes shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals and in a manner not detrimental to the Purposes of this Easement.
    - a. The goals are:
      - maintenance of soil productivity;
      - protection of water quality, wetlands, and riparian zones;
      - maintenance or improvement of the overall quality of forest products;

- conservation of scenic quality;
  - protection of unique or fragile natural areas;
  - protection of unique historic and cultural features; and
  - conservation of native plant and animal species.
- b. Such forestry shall be performed in accordance with a written forest management plan consistent with this Easement and prepared by a licensed professional forester or by other qualified person approved in advance and in writing by the Grantee. Said plan shall have been prepared not more than ten years prior to the date any harvesting is expected to commence or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date.
- c. At least thirty (30) days prior to harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester or by another qualified person (that other qualified person having been approved in advance and in writing by the Grantee), that such plan has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the plan itself to Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forest management activities in compliance with this Easement and that the actual activities will determine compliance therewith.
- d. The plan shall include a statement of landowner objectives and shall specifically address:
- the accomplishment of those Purposes for which this easement is granted;
  - the goals in Section III.A.3.a above; and
  - specifically address actions to be taken to protect the abundant and prime wetlands within and adjacent to the Property from any water quality impairment.
- e. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester or by another qualified person approved in advance and in writing by the Grantee.
- f. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property. For references, see "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (J.B. Cullen, 1996), and "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 1997), or similar

successor publications.

- g. In areas used by, or visible to the general public, such forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in “A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners” (Geoffrey Jones, 1993) or similar successor publications.
- B. The Property shall not be subdivided, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. 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, a road, dam, fence, utility line, bridge, culvert, barn, maple sugar house, or shed; and ii) not detrimental to the Purposes of this Easement. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Easement property any of the following structures or improvements: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, tower, 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:
- 1. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
  - 2. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
  - 3. are not detrimental to the Purposes of this Easement.
- Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.
- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement and are

placed in consultation with the Grantee. No sign on the Property shall exceed four (4) 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 the provisions of sections III.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, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.
  - 1. 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.
  - 2. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to, the public for non-commercial, outdoor recreational and outdoor educational purposes, such as, but not limited to, hiking, wildlife observation, cross-country skiing, fishing, and hunting [hunting only with Grantor permission], but not for camping. However, the Grantee shall be under no duty to supervise said access, use, or purpose. The Grantor reserves the right to post the Property against public access to agricultural cropland during the planting and growing season, to lands while being grazed by livestock, and to forestland during harvesting or other forest management activities.

[add any additional restrictions as appropriate for the Property]

#### **IV. RESERVED RIGHTS**

The following reserved rights are exceptions to the use limitations set forth in section III, above, with respect to the Property:

[insert at end of each reserved right, below, as appropriate: This provision is an exception to \_\_\_\_\_ above.]

- [A. Roads; Bridges; Rights-of-Way. [Examples: There is allowed the establishment of a driveway that provides access to the remaining of the Grantor's property. Details regarding the placement and nature of this driveway are to be agreed upon by the Grantor and Grantee and are to be consistent with Section I of this Conservation Easement..... The Grantor reserves the right, but has no obligation, to construct trails, boardwalks, and wooden pedestrian bridges on the Property, provided that any such construction is carried out in accordance with applicable federal, state, and local requirements and is not detrimental to the "Purposes of Conservation Easement" set forth in Section I..... etc.]]

[B. Utilities. The Grantor reserves the right to construct, maintain, repair, and reconstruct temporary and/or permanent utility lines.... Such utilities shall be limited to power and communication lines and installed on easement property in consultation with the Grantee..... etc.]

[C. Archaeological Investigations. The Grantor reserves the right to permit archaeological investigations on the Property after receiving written approval from the Grantee. Before permitting any such investigations, the Grantor shall send written notice to the New Hampshire State Archaeologist, or any other or successor state agency or official having responsibility for archaeological resources, for review and comment, and to the Grantee. Such notice shall describe the nature, scope, location, timetable, qualifications of investigators, site restoration, research proposal, and any other material aspect of the proposed activity. The Grantor and the Grantee shall request the State Archaeologist (or other or successor state agency or official, as above) to consider the proposal, to apply the standards as specified in rules implementing New Hampshire RSA 227-C:7 (Permits Issued for State Lands and Waters) or other current laws, and to provide written comments to the Grantor and the Grantee. The Grantee may, in its sole discretion, approve the proposed investigations only if it finds that all of the following conditions are met:

1. The archaeological investigations shall be conducted by qualified individuals and according to a specific research proposal;
2. The proposed activities will not harm federally or state recognized rare, threatened, or endangered species; and
3. The proposed activities will not be materially detrimental to the “Purposes of Conservation Easement” set forth in Section I.]

[D. Ancillary Structures and Improvements Necessary for Permitted Uses. The Grantor reserves the right to construct, place, introduce, and maintain ancillary structures and improvements, which may include, but not be limited to, roads, dams, fences, utility lines, bridges, culverts, darns, maple sugar houses, or sheds. Such structures may be constructed, placed, introduced, or maintained on the Property only as necessary in the accomplishment of the agricultural, forest management, habitat management, or conservation uses of the Property permitted under this Conservation Easement and provided that such ancillary structures and improvements do not materially affect the scenic views of and across the Property and are not otherwise detrimental to the “Purposes of Conservation Easement” set forth in Section I.]

E. Notice to Grantee. The Grantor shall notify the Grantee in writing at least sixty (60) [thirty (30)] days prior to exercising any of the reserved rights specified in this Article IV.

## **V. 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, enforce the provisions of, exercise the rights conveyed hereby, fulfill the responsibilities, and carry out the duties assumed by the acceptance of this Conservation Easement deed.

B. The public shall have access to the easement property, and the Grantee reserves the right to enhance public access by creating and maintaining pedestrian trails and clearly marking the boundaries of the Property with signs or other markers no larger than 24 square inches. The exercise of these rights by the Grantee shall be in consultation with the Grantors.

## **VI. REPRESENTATIONS AND RESPONSIBILITIES OF GRANTOR**

A. Title. The Grantor covenants and represents that (1) the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; (2) the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, except as specified in Section VI.C; and (3) the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

B. Hazardous Materials; Petroleum. The Grantor covenants and represents, to the best of the Grantor's knowledge, that no hazardous or toxic substance, waste, or material, or petroleum product or derivative exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there have not been and are not now any underground storage tanks located on the Property.

C. Permits and Approvals. The conveyance of this Conservation Easement by the Grantor to the Grantee shall not relieve the Grantor of the obligation and responsibilities to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise the Grantor's retained rights and uses of the Property.

D. Survey and Marking of Easement Bounds. Prior to the recording of this Conservation Easement deed at the Carroll County Registry of Deeds, the Grantor will have surveyed and marked the bounds of the easement area, on the ground, using common, discreet, permanent boundary markers such as iron or granite corner markers and painted blazes on trees. The Grantor shall be responsible for maintaining these boundary markers.

## **VII. NOTIFICATION OF TRANSFER, TAXES, AND MAINTENANCE**

- A. Grantor agrees to notify the Grantee in writing within ten (10) days after any transfer of the Property.
- B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

#### **VIII. BENEFITS AND BURDENS**

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

#### **IX. RESOLUTION OF DISAGREEMENTS**

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Tamworth, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator

within ten (10) days after delivery of the notice of mediation, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542. 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 Tamworth, 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.

- 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 action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

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

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



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

- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties; natural disasters such as fire, flood, storm, disease, infestation, and earth movement; or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section X, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

**[XI. EXECUTORY INTEREST**

- A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from [name]\_\_\_\_\_, a qualified organization as specified in the Section "Benefits and Burdens" above (sometimes herein referred to as the "Executory Interest Holder"), requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Executory Interest Holder shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstance, or in the event the Grantee acquires the underlying fee interest in the Property, the Executory Interest Holder shall then also have the right to terminate the Easement interest of the Grantee in the Property by recording a notice to that effect in the Registry of Deeds referring hereto and shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.
- B. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits and Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer.]

**XI. NOTICES**

All notices, requests and other communications, required to be given under this

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

## **XII. 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.

## **XIII. CONDEMNATION/EXTINGUISHMENT**

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. [The balance of the land damages recovered from such taking or lawful sale in lieu of exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared [for federal income tax purposes] by a qualified appraiser within one year of the date of this Easement, and submitted to the Grantee.]

### **[or use the following when no charitable deduction will be sought]**

[The balance of the land damages recovered from such taking or lawful sale in lieu of exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the values of the Grantor's and Grantee's interests shall be determined by an

appraisal prepared by a qualified appraiser at the time of condemnation or extinguishment.]

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

#### **XIV. ADDITIONAL EASEMENT**

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

#### **XV. SEPARATE PARCEL**

The Grantor agrees that for the purpose of determining compliance of any land of the Grantor other than the Property with any present or future regulation (other than those governing N.H. Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (collectively within this section referred to as "legal requirements") of the Town of Tamworth, the State of New Hampshire, or any other governmental unit, the Property shall be deemed to be a separate non-contiguous parcel whose characteristics, including but not limited to acreage and road frontage, shall not be taken into account in making such determination.

**IN WITNESS WHEREOF**, We have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

The State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and acknowledged the foregoing to be his/her/their voluntary act and deed.

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

\_\_\_\_\_  
Print Name

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

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

**ACCEPTED: TOWN OF TAMWORTH CONSERVATION COMMISSION**

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

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

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

The State of New Hampshire  
County of Carroll

Personally appeared

\_\_\_\_\_  
Print Name & Title

of the Town of Tamworth Conservation Commission, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and acknowledged the foregoing on behalf of the

Town of Tamworth Conservation Commission.

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

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

**ACCEPTED: TOWN OF TAMWORTH BOARD OF SELECTMEN**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The State of New Hampshire  
County of Carroll

Personally appeared

\_\_\_\_\_  
Print Name & Title

of the Town of Tamworth Board of Selectmen, this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_, and acknowledged the foregoing on behalf  
of the Town of Tamworth Board of Selectmen.

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

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

The State of New Hampshire  
County of Carroll

Personally appeared

\_\_\_\_\_  
Print Name & Title

of the Town of Tamworth Board of Selectmen, this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_, and acknowledged the foregoing on behalf  
of the Town of Tamworth Board of Selectmen.

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

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



The State of New Hampshire  
County of Carroll

Personally appeared

\_\_\_\_\_  
Print Name & Title  
of the Town of Tamworth Board of Selectmen, this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_, and acknowledged the foregoing on behalf  
of the Town of Tamworth Board of Selectmen.

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

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

The State of New Hampshire  
County of Carroll

Personally appeared

\_\_\_\_\_  
Print Name & Title  
of the Town of Tamworth Board of Selectmen, this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_, and acknowledged the foregoing on behalf  
of the Town of Tamworth Board of Selectmen.

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

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

The State of New Hampshire

County of Carroll

Personally appeared

\_\_\_\_\_  
Print Name & Title

of the Town of Tamworth Board of Selectmen, this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_, and acknowledged the foregoing on behalf  
of the Town of Tamworth Board of Selectmen.

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

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

## IV. SURPLUS LAND REVIEW

**A. 2021 SLR 006 (Continued from March 10, 2022)**  
**Request from the NH Bureau of Rail and Transit to lease approximately 40,000 sq ft of railroad line in the Town of Londonderry to an abutter for the storage of landscape materials per RSA 228:57, which allows the leasing of State-owned properties to landowner's property that abuts the railroad property, and the proposed use does not adversely impact the use of the property by the State or other authorized users.**



**STATE OF NEW HAMPSHIRE  
INTER-DEPARTMENT COMMUNICATION**

**From:** *LB* Louis Barker  
Railroad Planner **Date:** December 16, 2021

**At:** Bureau of Rail and Transit

**Thru:** Shelley Winters *sw 12/14/21*  
Administrator

Patrick Herlihy, Director *PCH 12/17/2021*  
Division of Aeronautics, Rail & Transit

**Subject:** Surplus Land Review  
Manchester & Lawrence Railroad Corridor, Londonderry

**To:** Taylor Caswell, Commissioner  
Department of Business and Economic Affairs

The Bureau of Rail & Transit proposes to lease parcels (approximately 40,000 square feet total) of railroad land in the Town of Londonderry to an abutter for storage of landscape materials per RSA 228:57. This law allows leasing of State-owned railroad property to landowners whose property abuts the railroad property and the proposed use does not adversely impact the use of property by the State or other authorized users.

Explanation: There have been historic encroachments into the railroad corridor in the vicinity of 3-4 Commercial Lane in Londonderry and one abutter (Groundhog Landscaping and Property Maintenance, Inc. of 4 Commercial Lane) has requested to lease approximately 21,239 square feet (0.49 acres) of railroad property for commercial use. The subject property is located in the Town of Londonderry, owned by the State, and under the jurisdiction of the Bureau of Rail & Transit. This railroad corridor has been out of service since the 1970's and has been developed into a rail trail by the Town of Londonderry who has a Rail Trail Agreement with the Bureau.

Though only one abutter approached the Bureau to obtain a lease at this time, the subject parcel for your review is inclusive of the property that is being encroached on by two abutters at 3 & 4 Commercial Lane. It is the Bureau's intention to review the 3-4 Commercial Lane encroachments collectively and then deal with specific abutters separately to resolve use issues via lease agreements.

The Bureau is willing to enter into a lease of the described area (encroachment) at the edge of the railroad corridor, provided that the lessee delineate, screen and maintain any improvements and separation from trail users. The lease will also include a termination clause and a requirement to remove any improvements in the event the area is needed in the future for railroad operations.

**Council on Resources and Development**  
**REQUEST FOR SURPLUS LAND REVIEW ACTION**

**Name of Requesting Agency:** Department of Transportation

**Agency Contact Person:** Louis A. Barker  
Address: PO Box 483, Concord, NH 03302-0483  
Phone Number: (603) 271-2425  
E-Mail: Louis.barker@dot.nh.gov

**Applicant Contact Person:** Robert S. Carey  
Address: 45 South Main Street, PO Box 3550, Concord, NH 03301  
Phone Number: (603) 223-9110  
E-Mail: rcarey@orr-reno.com

**Location of Property:** 3 and 4 Commercial Lane, Londonderry, NH

**Acreage:** 40,000 square feet 0.9 Acres

**Requested Action:** Lease of Land

**Term of Lease or Easement:** 5 years/5 year renewal

.....

Please complete ALL questions below, submit one digital copy and one hardcopy original of the complete application to the Department of Business and Economic Affairs, Office of Planning and Development, 100 North Main Street, Suite 100, Concord, NH 03301, Michael.A.Klass@livefree.nh.gov.

**1. What is the current use of this property?**

Inactive Railroad, encroachments abutting businesses.

**2. What is the proposed use of this property if surplusd? Please note if proposed use is intended to create a public benefit.**

Landscape materials

- 3. Does the proposed use of this property entail new development?**  Yes  No
- a. If yes, is it consistent with adjacent and existing development?  Yes  No
- b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the use of the property or surroundings.

Light industrial and commercial facilities.

**4. Are there any structures located on this property?**  Yes  No

- a. If yes, please describe the structures including how many and what kind.

Concrete blocks set to retain gravels and other bulk landscape materials.

**5. Are there historical architectural or archaeological resources identified on this site?**

Yes  No

- a. If yes, describe the resource(s)?

Manchester & Lawrence Railroad Corridor

**10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.**

	Yes (property)	Yes (adjacent property)	No
a. Steep slopes .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Wetlands (Prime and NWI) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Threatened or endangered species.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wildlife Action Plan Critical Habitats.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Increased impervious surface.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Potential stormwater flow changes .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Agricultural soils of prime, statewide, or local importance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Potential river channel change.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Other special designations .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

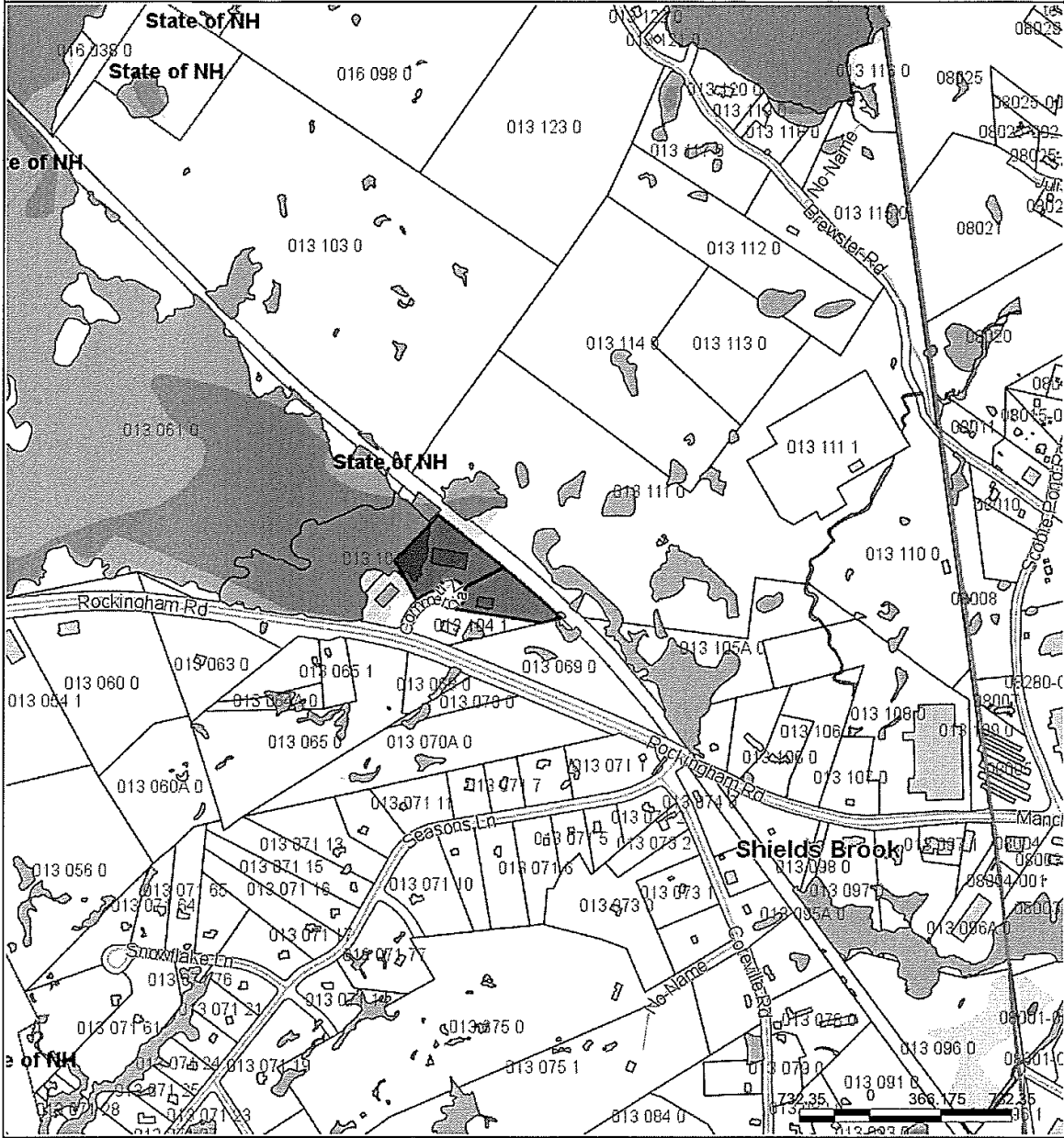
Please provide a description for any "yes" responses to question #10.

**11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within its municipality.**

- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features\*
- c. Aerial Photograph\*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities or topographic features are welcome but not required

\* Maps can be created with GIS, Google, NH GRANIT, or any other readily available mapping service.

*Please paste any maps and photographs submitted as part of this application here.*

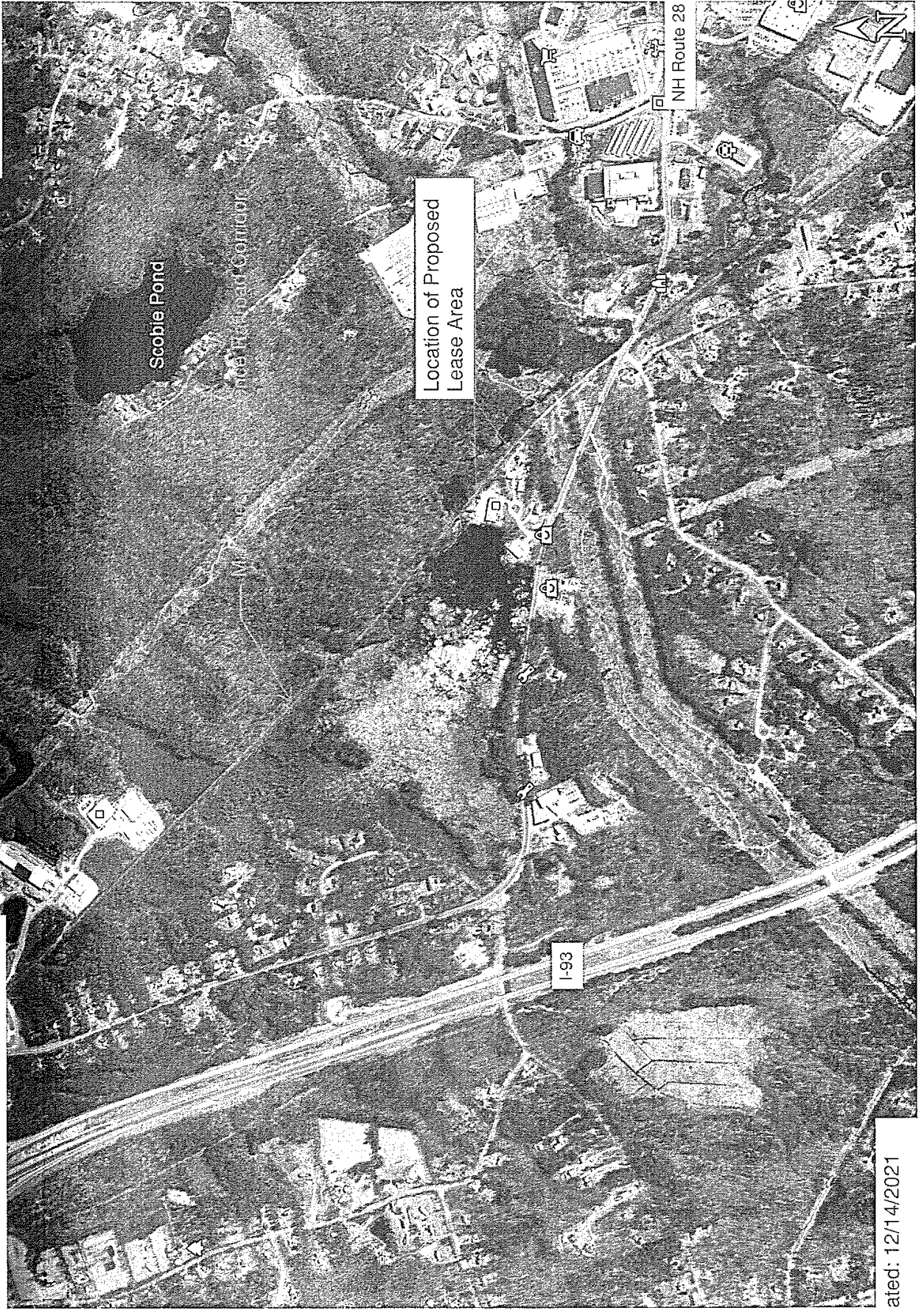


This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

# Commercial Lane Parcels

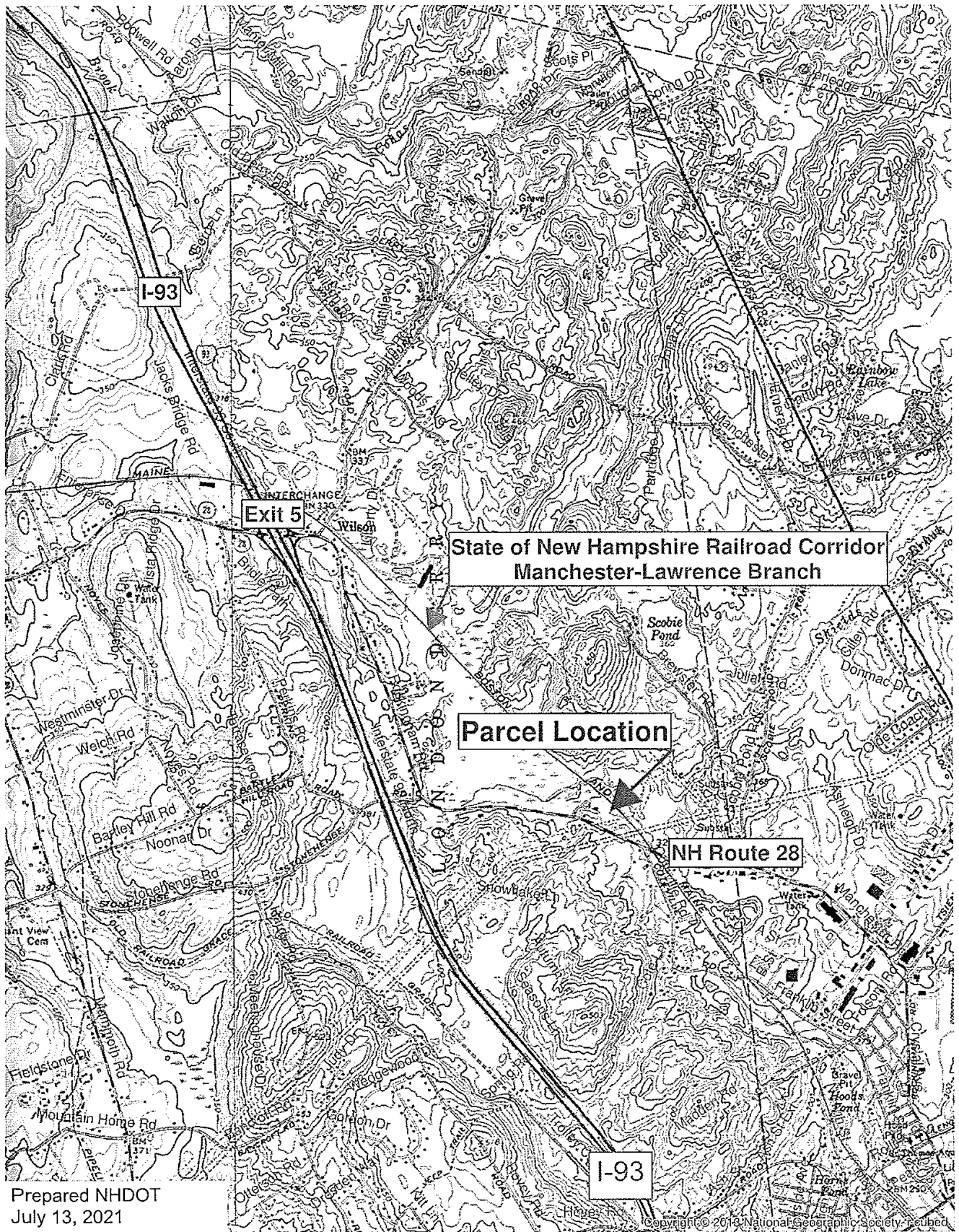
State-owned Railroad Property-Londonderry

Legend  
Derry Railbed



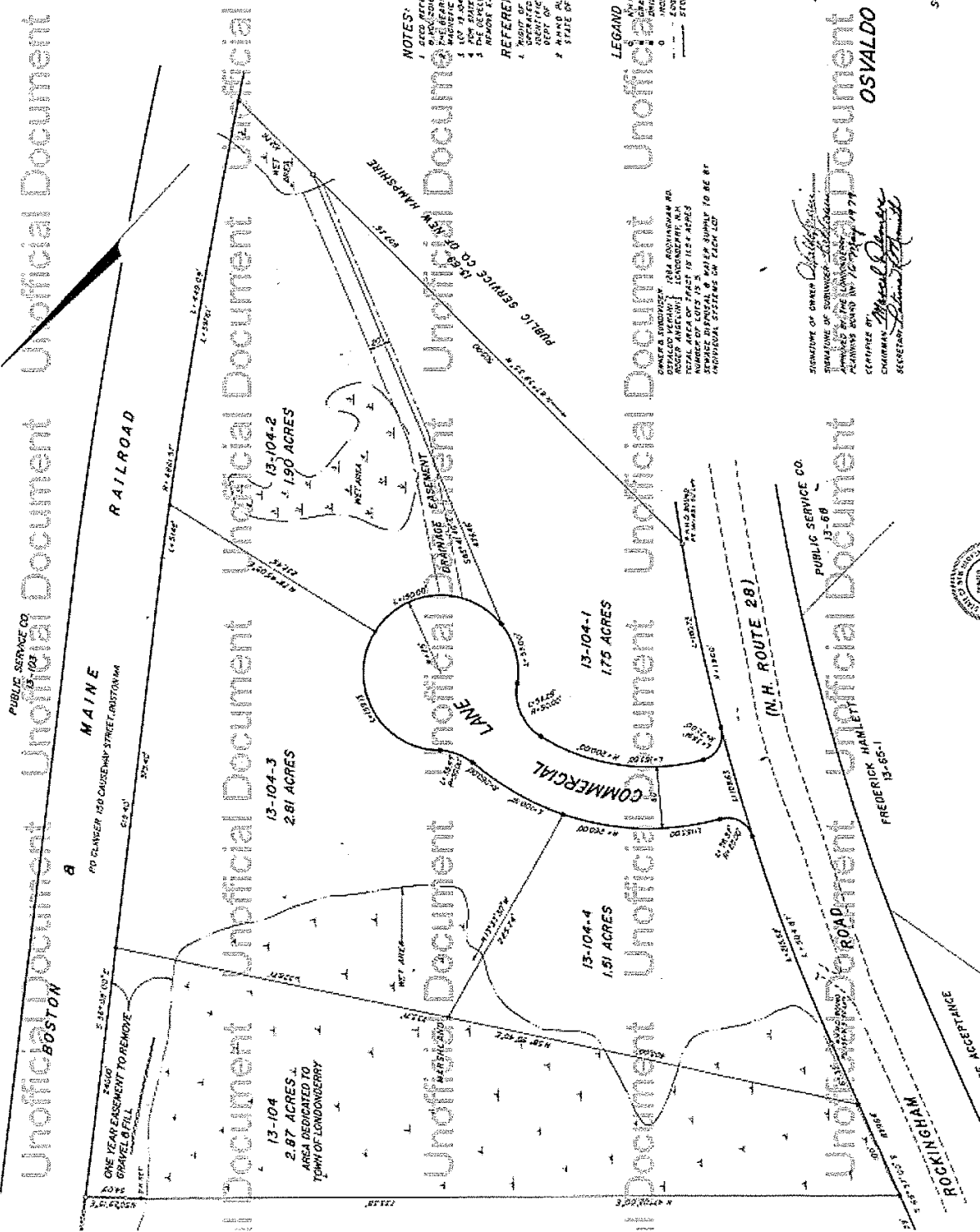
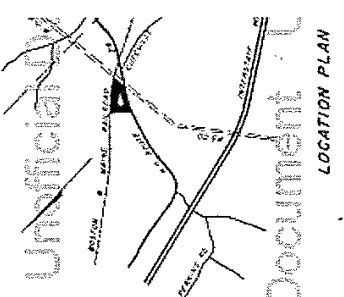
dated: 12/14/2021





Prepared NHDOT  
July 13, 2021

Copyright © 2013 National Geographic Society. Reprinted.



**NOTES:**

1. SEE REFERENCE TO TRACT MAP VOL. 148 P. 251, VOL. 152 P. 283 AND TOWN PLAN FOR THE LOCATION OF THIS TRACT.
2. THIS TRACT IS THE RESULT OF A SUBDIVISION OF THE TRACT SHOWN IN THE REFERENCE TO TRACT MAP VOL. 148 P. 251, VOL. 152 P. 283 AND TOWN PLAN.
3. LOT 13-104-2 IS TO BE CONVEYED TO THE TOWN OF LONDONDERRY, N.H.
4. FOR DATE OF SUBDIVISION APPROVAL SEE MAPS & ACC. APPROVAL REPORT.
5. REPORT DATE: FEBRUARY 29, 1979.

**REFERENCE PLANS:**

1. TOWN PLAN OF THE TOWN OF LONDONDERRY, N.H., DATED 1968.
2. TOWN PLAN OF THE TOWN OF LONDONDERRY, N.H., DATED 1970.
3. TOWN PLAN OF THE TOWN OF LONDONDERRY, N.H., DATED 1972.
4. TOWN PLAN OF THE TOWN OF LONDONDERRY, N.H., DATED 1974.
5. TOWN PLAN OF THE TOWN OF LONDONDERRY, N.H., DATED 1976.
6. TOWN PLAN OF THE TOWN OF LONDONDERRY, N.H., DATED 1978.

**LEGEND**

--- METERS BOUNDARY

--- METERS BOUNDARY TO BE SET

--- EDGE OF HIGHWAY

--- EDGE OF WALL

TAX MAP 13 LOT 104  
SUBDIVISION PLAN  
PREPARED BY  
**OSVALDO VERANI & ROGER ANG**  
INC.  
LONDONDERRY, N.H.  
SCALE: 1"=50' FEBRUARY 29, 1979

STATEMENT OF ORDER OF APPROVAL  
I, CLARENCE M. HARRIS, CLERK OF COURTS FOR THE STATE OF NEW HAMPSHIRE, DO HEREBY CERTIFY THAT THE FOREGOING MAP AND PLANS WERE FILED FOR RECORD AND APPROVAL BY THE CLERK OF COURTS ON FEBRUARY 29, 1979.  
CLARENCE M. HARRIS  
CLERK OF COURTS



I HEREBY CERTIFY THAT THIS PLAN IS THE RESULT OF A TRAVEL AND THE SURVEY WITH A RELATIVE ERROR OF LESS THAN 1 PER 1000.

**D8696**

GRANITE STATE 13-61

# Web GIS Summary Card

NHDRA Mosaic Parcel Map System -DOT Portal

CAMA Data Current to:  
2018-10-16

46 ROCKINGHAM RD, Londonderry New Hampshire					
Address: 46 ROCKINGHAM RD		Municipality: Londonderry		County: Rockingham	
NHGIS ID: 08127-013 104 0		Unique ID: 127-2101		Town ID: 127	
Parcel ID: 013 104 0		CAMA ID: 2101		County ID: 8	
Map: 013	Block: 104	Lot: 0	Unit:	Sub:	
Map Cut:	Block Cut:	Lot Cut:	Unit Cut:	No. Cards:	
Owner Information					
Owner: MOORE RICHARD S JR			Co-Owner:		
Mailing Address: 1 COMMERCIAL LANE LONDONDERRY, NH 03053					
Land Information					
Area: 2.87 ac		Zone: 1		Land Use: Local: 390 State: 23-Commercial Land	
Flood Code:		Util Code 1:		Util Code 2: Traffic Code:	
Building Information					
Type:		Year Built:		Rooms: 0 Beds: 0 Baths: 0 Full: 0 Half: 0	
Area (N): 0 sqft		I-Wall:		Roof Type: Cond: Average	
Area (G): 0 sqft		X-Wall:		Roof Cover: Grade:	
Transaction Information					
Date: 12/22/2003		Price: \$0		Book-Page: 4211-0274 Grantor: MOORE, RICHARD S SR	
Assessment Information					
10/16/2018		Land: \$23200		Building \$0 Features: \$0 Total: \$23200	
09/29/2017		Land: \$23200		Building \$0 Features: \$0 Total: \$23200	
Supplemental Information					
Current To: 2018-10-16		Updated: 2018-11-14		Parcel Link? Yes	
Records: 10253		State Owned: No		Bld Vpsf: Land Vpsf: 0.18	

This report was compiled using data believed to be accurate; however, a degree of error is inherent in all data. This report was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the report to define the limits or jurisdiction of any federal, state, or local government. This is not an official municipal tax card. This report was generated from data supplied by the municipality for the Mosaic Parcel Map Project. The data is current to the date shown at the top of the page and may not represent finalized municipal values. For the most current information please contact the municipality directly.

# Web GIS Summary Card

NHDRA Mosaic Parcel Map System -DOT Portal

CAMA Data Current to:  
2018-10-16

1 COMMERCIAL LN, Londonderry New Hampshire				
Address: 1 COMMERCIAL LN	Municipality: Londonderry	County: Rockingham		
NHGIS ID:08127-013 104 4	Unique ID:127-2105	Town ID:127		
Parcel ID: 013 104 4	CAMA ID:2105	County ID: 8		
Map: 013	Block: 104	Lot: 4	Unit:	Sub:
Map Cut:	Block Cut:	Lot Cut:	Unit Cut:	No. Cards:
Owner Information				
Owner: MOORE JANICE P		Co-Owner:		
Mailing Address: 1 COMMERCIAL LANE LONDONDERRY, NH 03053				
Land Information				
Area: 1.5 ac	Zone: 6	Land Use: Local: 401	State: 45-Industrial Condo	
Flood Code:	Util Code 1:	Util Code 2:	Traffic Code:	
Building Information				
Type: REPAIR GAR	Year Built: 1984	Rooms: 0	Beds: 0	Baths: 1.5 Full: 0 Half: 3
Area (N): 7200 sqft	I-Wall: MINIMUM	Roof Type: SHED	Cond: Average	
Area (G): 7200 sqft	X-Wall: CORREG	Roof Cover: METAL	Grade: C	
Transaction Information				
Date: 03/14/2013	Price: \$0	Book-Page: 0318-2011	Grantor: MOORE, RICHARD S JR	
Assessment Information				
10/16/2018	Land: \$189200	Building \$254100	Features: \$19300	Total: \$462600
09/29/2017	Land: \$189200	Building \$254100	Features: \$19300	Total: \$462600
Supplemental Information				
Current To: 2018-10-16	Updated: 2018-11-14		Parcel Link? Yes	
Records: 10253	State Owned: No	Bld Vpsf: 35.2	Land Vpsf: 2.89	

This report was compiled using data believed to be accurate; however, a degree of error is inherent in all data. This report was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the report to define the limits or jurisdiction of any federal, state, or local government. This is not an official municipal tax card. This report was generated from data supplied by the municipality for the Mosaic Parcel Map Project. The data is current to the date shown at the top of the page and may not represent finalized municipal values. For the most current information please contact the municipality directly.

# Web GIS Summary Card

NHDRA Mosaic Parcel Map System -DOT Portal

CAMA Data Current to:  
2018-10-16

2 COMMERCIAL LN, Londonderry New Hampshire				
Address: 2 COMMERCIAL LN	Municipality: Londonderry	County: Rockingham		
NHGIS ID:08127-013 104 1	Unique ID:127-2102	Town ID: 127		
Parcel ID: 013 104 1	CAMA ID:2102	County ID: 8		
Map: 013	Block: 104	Lot: 1	Unit:	Sub:
Map Cut:	Block Cut:	Lot Cut:	Unit Cut:	No. Cards:
Owner Information				
Owner:PLH-LONDONDERRY LLC		Co-Owner:		
Mailing Address: PO BOX 498 JAFFREY, NH 03452				
Land Information				
Area: 1.75 ac	Zone: 6	Land Use: Local: 316	State:33-Commercial L&B	
Flood Code:	Util Code 1:	Util Code 2:	Traffic Code:	
Building Information				
Type: STORE	Year Built: 2002	Rooms: 0	Beds: 0	Baths: 0.5 Full: 0 Half: 1
Area (N): 4080 sqft	I-Wall: AVERAGE	Roof Type: GABLE	Cond: Average	
Area (G): 4080 sqft	X-Wall: CLAPBOA	Roof Cover: METAL	Grade: C	
Transaction Information				
Date: 11/01/2004	Price: \$535000	Book-Page: 4387-2281	Grantor: PRIZER,WILLIAM M III	
Assessment Information				
10/16/2018	Land: \$194300	Building \$317400	Features: \$18600	Total: \$530300
09/29/2017	Land: \$194300	Building \$317400	Features: \$18600	Total: \$530300
Supplemental Information				
Current To:2018-10-16	Updated:2018-11-14		Parcel Link?Yes	
Records:10253	State Owned:No	Bld Vpsf: 77.7	Land Vpsf: 2.54	

This report was compiled using data believed to be accurate; however, a degree of error is inherent in all data. This report was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the report to define the limits or jurisdiction of any federal, state, or local government. This is not an official municipal tax card. This report was generated from data supplied by the municipality for the Mosaic Parcel Map Project. The data is current to the date shown at the top of the page and may not represent finalized municipal values. For the most current information please contact the municipality directly.

# Web GIS Summary Card

NHDRA Mosaic Parcel Map System -DOT Portal

CAMA Data Current to: 2018-10-16
-------------------------------------

39 ROCKINGHAM RD, Londonderry New Hampshire					
Address: 39 ROCKINGHAM RD	Municipality: Londonderry	County: Rockingham			
NHGIS ID:08127-013 069 0	Unique ID:127-2260	Town ID:127			
Parcel ID: 013 069 0	CAMA ID:2260	County ID: 8			
Map: 013	Block: 069	Lot: 0	Unit:	Sub:	
Map Cut:	Block Cut:	Lot Cut:	Unit Cut:	No. Cards:	
Owner Information					
Owner:PUBLIC SERVICE COMPANY OF NH			Co-Owner:DBA EVERSOURCE ENERGY		
Mailing Address:PO BOX 270 HARTFORD, CT 06141-0270					
Land Information					
Area: 4 ac	Zone: 6	Land Use: Local: 422		State:57-Unclass/Unk Other	
Flood Code:	Util Code 1:	Util Code 2:	Traffic Code:		
Building Information					
Type:	Year Built:	Rooms: 0	Beds: 0	Baths: 0	Full: 0 Half: 0
Area (N): 0 sqft	I-Wall:	Roof Type:		Cond: Average	
Area (G): 0 sqft	X-Wall:	Roof Cover:		Grade:	
Transaction Information					
Date:	Price: \$0	Book-Page:	Grantor:		
Assessment Information					
10/16/2018	Land: \$105700	Building \$0	Features: \$0	Total: \$105700	
09/29/2017	Land: \$105700	Building \$0	Features: \$0	Total: \$105700	
Supplemental Information					
Current To:2018-10-16		Updated:2018-11-14		Parcel Link?Yes	
Records:10253	State Owned:No	Bld Vpsf:	Land Vpsf: 0.6		

This report was compiled using data believed to be accurate; however, a degree of error is inherent in all data. This report was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the report to define the limits or jurisdiction of any federal, state, or local government. This is not an official municipal tax card. This report was generated from data supplied by the municipality for the Mosaic Parcel Map Project. The data is current to the date shown at the top of the page and may not represent finalized municipal values. For the most current information please contact the municipality directly.



**New Hampshire Council on  
Resources and Development**

**MEMORANDUM**

TO:	CORD Members and Other Interested Parties <i>Via Email Distribution Lists</i>  <i>(Bcc)</i>	Rockingham County Board of Commissioners c/o Leila Mattila 119 North Road Brentwood, NH 03833  <i>Via Email</i> <a href="mailto:lmattila@co.rockingham.nh.us">lmattila@co.rockingham.nh.us</a>
	Town of Londonderry c/o Michael Malaguti 268B Mammoth Road Londonderry, NH 03053  <i>Via Email</i> <a href="mailto:mmalaguti@londonderrynh.org">mmalaguti@londonderrynh.org</a>	Sylvia von Aulock, Executive Director Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102  <i>Via Email</i> <a href="mailto:svonaulock@snhpc.org">svonaulock@snhpc.org</a>

**FROM:** Michael A. Klass, Office of Planning and Development  
**DATE:** January 13, 2022  
**SUBJECT:** *State Owned Land, Surplus Land Review, Londonderry, NH 2021 SLR 006*

**RESPONSE DEADLINE: Monday, February 14, 2022**

Please review the attached information to determine if your organization has any interest in this transaction. If there is an interest, please provide this office with any comment(s) in writing by the response deadline indicated above. Responses may be emailed to [stephanie.n.verdile@livefree.nh.gov](mailto:stephanie.n.verdile@livefree.nh.gov)

Information regarding CORD and its meetings may be obtained at:  
<https://www.nh.gov/osi/planning/programs/cord/index.htm>.

The Department of Natural and Cultural Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483:8, VII and 14.





**NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES**

State of New Hampshire, Department of Natural and Cultural Resources 603-271-3483  
19 Pillsbury Street, Concord, NH 03301-3570 603-271-3558  
Voice/ TTY RELAY ACCESS 1-800-735-2964 FAX 603-271-3433  
<http://www.nh.gov/nhdhr> [preservation@nh.gov](mailto:preservation@nh.gov)

February 1, 2022

Michael A. Klass  
NH Office of Planning and Development  
Johnson Hall  
107 Pleasant Street  
Concord, NH 03301

Re: State Owned Land, Surplus Land Review, Londonderry, NH  
2021 SLR 006 (DHR# 13412)

Dear Mr. Klass:

In accordance with RSA 227C-9, the Division of Historical Resources (DHR) has been asked to comment on the parcel of state-owned land referenced above.

The DHR does not object to the proposed lease of approximately 40,000 square feet of railroad land currently owned by the Bureau of Rail & Transit to an abutter for the storage of landscaping materials. However, as the property is part of the National Register-listed Manchester & Lawrence Railroad, the DHR recommends flagging of extent railroad features prior to any construction of new storage units to avoid inadvertent impact to this resource.

Should you have any questions regarding these comments, please feel free to contact David Trubey, Review & Compliance Coordinator, at 271-2813.

Sincerely,

Nadine Miller  
Deputy State Historic Preservation Officer

NM/dwt

**From:** Michael Malaguti <mmalaguti@londonderrynh.org>  
**Sent:** Thursday, January 27, 2022 8:06 PM  
**To:** Klass-OLD, Michael; Imattla@co.rockingham.nh.us; svonaulock@snhpc.org  
**Cc:** Verdile, Stephanie  
**Subject:** Re: CORD Surplus Land Request Application - 2021 SLR 006 (Londonderry)

Good evening,

I am counsel for the Town of Londonderry. I acknowledge receipt of this email, and the attachment. The Town has been aware of this request for some time, and previously supplied comments. I reiterate them below. On July 15, the Town of Londonderry forwarded information about this request to Londonderry Trailways, a nonprofit corporation. It should be noted that while Trailways partners cooperatively with the Town on certain matters, it is not a public body and is distinct from the Town in terms of management and control. It is fair to say that Trailways has an important interest in the use and maintenance of the rail trail in Londonderry and should have a seat at the table on this matter.

The Town does not object to the State's proposal, subject to the following conditions:

- 1) The site at 3 Commercial Lane has several items cluttering and encroaching into the right of way. The land on which these items currently sit is ultimately leased to the owner, this issue may become moot as to whether there is an encroachment. The owner should be directed to consult with the Londonderry Planning Department to ensure that the placement of these items in this area (and the owner's use) is not prohibited under the Zoning Ordinance and Site Plan Regulations.
- 2) Similarly, the proposed lease at 4 Commercial Lane would rectify the encroachment onto the abutting parcel. In all other respects, the owner should be informed it will be expected to comply with all legal, zoning, site plan, and other applicable requirements. Specifically, an amended site plan and at least two variances or a rezoning petition will be required for the owner to continue its current use. Lastly, were the lease to terminate, the encroachment issue would resurface. The ZBA and Planning Boards will be advised to condition any approvals upon the proposed lease continuing in effect. Of course, there are no guarantees what the outcome will be of the ZBA and Planning Board processes, and Town staff, including myself, will advise these boards as we determine to be appropriate.
- 3) Please be advised that Londonderry Trailways' position is that the lease at 3 Commercial Lane should be approved on condition that the currently-encroaching area be decluttered. It recommends releasing 4 Commercial Lane with no conditions. Anything concerning Trailways' position should be directed to their President, Bob Rimol, at [bobrimol@gmail.com](mailto:bobrimol@gmail.com).
- 4) I note the documentation indicates there are no wetlands, no increase in impervious surface and no potential stormwater flow changes on the property or adjacent property. The Town believes the rail trail property and adjacent property (Groundhog) does have those environmental considerations that will need to be addressed as part of the Site Plan review by the Planning Board.

Please feel free to contact me concerning the Town's position.

Sincerely,  
Michael J. Malaguti  
Assistant Town Solicitor

**From:** Leila Mattila <lmattila@co.rockingham.nh.us>  
**Sent:** Monday, February 14, 2022 2:10 PM  
**To:** Verdile, Stephanie  
**Subject:** RE: CORD Surplus Land Request Applications

---

Good afternoon Stephanie,

The Rockingham County Commissioners have no comment.

Thank you,

***Leila M. Mattila***

Sr. Executive Assistant  
Rockingham County Commissioners' Office  
603-679-9350

---

**From:** Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>  
**Sent:** Friday, February 11, 2022 3:04 PM  
**To:** Leila Mattila <lmattila@co.rockingham.nh.us>  
**Subject:** RE: CORD Surplus Land Request Applications

Good afternoon,

I wanted to check in to see if you had any comments on the application that Mike sent out back in January (SLR-006-Londonderry). The deadline to submit comments is Monday, February 14, 2022. Comments submitted after that run the risk of not being distributed to the CORD members. If you have no comment, please provide me with a letter/email that says you have no comments on the application.

Let me know if you have any questions.

Thank you.

Stephanie

---

**From:** Klass, Michael <[Michael.A.Klass@livefree.nh.gov](mailto:Michael.A.Klass@livefree.nh.gov)>  
**Sent:** Thursday, January 13, 2022 12:11 PM  
**To:** [lmattila@co.rockingham.nh.us](mailto:lmattila@co.rockingham.nh.us); [svonaulock@snhpc.org](mailto:svonaulock@snhpc.org); [mmalaguti@londonderrynh.org](mailto:mmalaguti@londonderrynh.org)

**From:** Marks, Nisa M  
**Sent:** Tuesday, February 01, 2022 10:58 AM  
**To:** Verdile, Stephanie  
**Cc:** Sales, Tracie; Michele L. Tremblay, naturesource communications  
**Subject:** RE: CORD Surplus Land Request Application - 2021 SLR 006 (Londonderry)

Hello Stephanie,

On behalf of the Rivers Management Advisory Committee (RMAC), thank you for the opportunity to comment on 2021 SLR 006 in Londonderry, a proposed lease of railroad property to encroaching abutters.

Based on the information received, the RMAC chair has determined that the project's potential effects on rivers are not significant enough to call an RMAC meeting within the deadline set by CORD. The proposed disposal is not in a designated river corridor, so there are no LAC comments.

Please contact me if you have any questions about this response.

Sincerely,

Nisa Marks  
(603) 271-1522  
NH Department of Environmental Services

---

**From:** Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>  
**Sent:** Friday, January 21, 2022 8:46 AM  
**To:** Marks, Nisa M <nisa.m.marks@des.nh.gov>  
**Cc:** Sales, Tracie <tracie.j.sales@des.nh.gov>; David Packard <appliedforce52@gmail.com>; Graaskamp, Garret <Garret.W.Graaskamp@wildlife.nh.gov>  
**Subject:** RE: CORD Surplus Land Request Application - 2021 SLR 006 (Londonderry)

Thank you Nisa.

Stephanie

---

**From:** Marks, Nisa M <nisa.m.marks@des.nh.gov>  
**Sent:** Thursday, January 20, 2022 3:14 PM  
**To:** Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>  
**Cc:** Sales, Tracie <tracie.j.sales@des.nh.gov>; David Packard <appliedforce52@gmail.com>; Graaskamp, Garret <Garret.W.Graaskamp@wildlife.nh.gov>  
**Subject:** RE: CORD Surplus Land Request Application - 2021 SLR 006 (Londonderry)

Dear Stephanie,

On behalf of the Lakes Management Advisory Committee (LMAC), thank you for the opportunity to comment on 2021 SLR 006 in Londonderry, a proposed lease of railroad property to encroaching abutters.

Based on the information received, 2021 SLR 006 is not subject to LMAC review as the property does not lie within 250 feet of a lake.

Please contact me if you have any questions about this response. I will reply separately with the Rivers Management Advisory Committee (RMAC) and Local Advisory Committee (LAC) responses when we receive them.

Sincerely,

Nisa Marks  
(603) 271-1522  
NH Department of Environmental Services

---

**From:** Klass, Michael <[Michael.A.Klass@livefree.nh.gov](mailto:Michael.A.Klass@livefree.nh.gov)>  
**Sent:** Thursday, January 13, 2022 12:11 PM  
**To:** [lmattla@co.rockingham.nh.us](mailto:lmattla@co.rockingham.nh.us); [svonaulock@snhpc.org](mailto:svonaulock@snhpc.org); [mmalaguti@londonderrynh.org](mailto:mmalaguti@londonderrynh.org)  
**Cc:** Verdile, Stephanie <[Stephanie.N.Verdile@livefree.nh.gov](mailto:Stephanie.N.Verdile@livefree.nh.gov)>  
**Subject:** CORD Surplus Land Request Application - 2021 SLR 006 (Londonderry)

Dear All,

Please find the attached Surplus Land Review application for your review. The comment deadline for this request is February 14, 2022.

The future meeting date on which this will be heard has yet to be scheduled. Once a date is selected, notice will be posted in our usual fashion. Information regarding CORD and its meetings may be obtained at:  
<https://www.nh.gov/osi/planning/programs/cord/index.htm>.

**\*\*\*Please note that all comments should be submitted to Stephanie Verdile at [stephanie.n.verdile@livefree.nh.gov](mailto:stephanie.n.verdile@livefree.nh.gov)\*\*\***

Best,  
Mike

**Michael A. Klass**  
Principal Planner

Office of Planning and Development  
Department of Business and Economic Affairs  
State of New Hampshire  
P: (603) 271-6651  
[visithn.gov](http://visithn.gov) // Facebook and Twitter: VisitNH

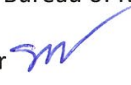




New Hampshire Council on Resources and Development  
NH Office of Planning and Development  
100 N Main St., Concord, NH 03301

**CORD MEMORANDUM**

**TO:** Lou Barker, Railroad Planner, NH DOT Bureau of Rail and Transit

**FROM:** Stephanie N. Verdile, Principal Planner   
NH Office of Planning and Development

**DATE:** March 11, 2022

**Re:** **2021 SLR 006 (Londonderry)**  
**Request from the NH Bureau of Rail and Transit to lease approximately 40,000 sq ft of railroad line in the Town of Londonderry to an abutter for the storage of landscape materials per RSA 228:57, which allows the leasing of State-owned properties to landowner's property that abuts the railroad property, and the proposed use does not adversely impact the use of the property by the State or other authorized users.**

Please be advised that on March 10, 2022, the above referenced SLR application was rescheduled to be heard on May 12, 2022.

Cc via email: Michael J. Malaguti, Assistant Town Solicitor, Town of Londonderry  
[mmalaguti@londonderrynh.org](mailto:mmalaguti@londonderrynh.org)

📍 100 North Main Street, Suite 100  
Concord, New Hampshire 03301

☎ 603.271.2341

➤ [visithn.gov](http://visithn.gov) [nheconomy.com](http://nheconomy.com) [choosenh.com](http://choosenh.com)


## **IV. SURPLUS LAND REVIEW**

### **B. 2021 SLR 007 (Continued from March 10, 2022)**

**Request from the Bureau of Rail & Transit to propose to grant an easement over a parcel approx. 1320 sq ft of railroad land in the Town of Lundenburg, Vermont to Green Street Power Partners, a lessee of an abutting property, for installation, use, and maintenance of an overhead electrical facility per RSA 228:57, which allows for leasing of state-owned railroad property to a railroad operator or other public use.**



**STATE OF NEW HAMPSHIRE  
INTER-DEPARTMENT COMMUNICATION**

**From:**  Louis Barker  
Railroad Planner

**Date:** December 16, 2021

**At:** Bureau of Rail and Transit

**Thru:** Shelley Winters *SW 12/16/21*  
Administrator

Patrick Herlihy, Director *PH 12/17/2021*  
Division of Aeronautics, Rail & Transit

**Subject:** Surplus Land Review  
Mountain Division Railroad Corridor, Lunenburg Vermont

**To:** Taylor Caswell, Commissioner  
Department of Business and Economic Affairs

The Bureau of Rail & Transit proposes to grant an easement over a parcel (approximately 1,320 square feet) of railroad land in Town of Lunenburg, Vermont to Green Street Power Partners, a lessee of an abutting property, for installation, use and maintenance of an overhead electrical facility per RSA 228:57. This law allows the sale, lease or transfer of state-owned railroad property to a railroad operator or other public use. It is under this same statute that this proposed easement would be granted.

Explanation: The Bureau is willing to grant an easement of a limited area (1,320 square feet) across the railroad corridor provided that the grantee maintain adequate vertical clearances over the railroad corridor and horizontal offsets for their poles, which are located on abutting property, to accommodate any future transportation needs in the area, including railroad operations.

We would ask that you please submit this request to the Council on Resources and Development to determine if this land is surplus to the needs and interests of the State.

Feel free to contact me with any questions.

Enc.

cc: Stephen LaBonte, Administrator, Bureau of Right-of-Way



**Council on Resources and Development**  
**REQUEST FOR SURPLUS LAND REVIEW ACTION**

**Name of Requesting Agency:** Department of Transportation

**Agency Contact Person:** Louis A. Barker  
Address: PO Box 483, Concord, NH 03302-0483  
Phone Number: (603) 271-2425  
E-Mail: Louis.barker@dot.nh.gov

**Applicant Contact Person:** Olivia Sproviero  
Address: 1 Landmark Square, Suite 320, Stamford, CT 06901  
Phone Number: (203) 496-8950  
E-Mail: OSproviero@gspp.com

**Location of Property:** Lunenburg, Vermont

**Acreage:** 0.03 Acres

**Requested Action:** Easement

**Term of Lease or Easement:** To be determined.

.....

Please complete ALL questions below, submit one digital copy and one hardcopy original of the complete application to the Department of Business and Economic Affairs, Office of Planning and Development, 100 North Main Street, Suite 100, Concord, NH 03301, Michael.A.Klass@livefree.nh.gov.

**1. What is the current use of this property?**

Inactive Railroad

**2. What is the proposed use of this property if surplusd? Please note if proposed use is intended to create a public benefit.**

Overhead installation transmitting power generated by adjacent solar collector field.

**3. Does the proposed use of this property entail new development?**  Yes  No

a. If yes, is it consistent with adjacent and existing development?  Yes  No

b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the use of the property or surroundings.

Former industrial facility. Solar field utilizes abutting land of a former paper mill.

**4. Are there any structures located on this property?**  Yes  No

a. If yes, please describe the structures including how many and what kind.

Structures are on adjacent property.

**5. Are there historical architectural or archaeological resources identified on this site?**

Yes  No

a. If yes, describe the resource(s)?

Portland & Ogdensburg Railroad Corridor

b. If no, contact the NH Division of Historical Resources prior to application submission.

6. Is there any existing development or structures on adjacent sites?  Yes  No

a. If yes, describe the use and number of structures of adjacent sites.

If no, where is the nearest development? (Describe distance, use, and number)

Solar Field

7. Does the site represent the entire state property in this location?  Yes  No

a. If no, please describe its relationship to the entire state holding (percentage of total acreage, percentage of overall rail length, etc).

Less than .01%.

8. Is access to this property available?  Yes  No

a. If yes, how is the site accessed? (from rail, water, across applicant's property, etc)

Applicant leases property on one side and River Road a town road on the opposite.

b. If yes, is there a potential for public access interruption?  Yes  No

9. Are there water resources related to this property such as:

Lakes/Ponds -  Yes  No Rivers -  Yes  No Wetlands -  Yes  No

a. If yes, please indicate the size or extent of such resources.

b. If yes, is the property located within 250 feet of a lake/pond or river?

c. If yes, please describe any municipal regulations and/or Shoreland Water Quality Protection Act (RSA 483-B) provisions that apply to the development of the property.

d. If there are water resources, please describe current public or private access from the site to the water body.  Public  Private  No Access Available

e. How would the proposal affect the access opportunities described in d?

**10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.**

	Yes (property)	Yes (adjacent property)	No
a. Steep slopes .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Wetlands (Prime and NWI) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Threatened or endangered species .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wildlife Action Plan Critical Habitats .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Increased impervious surface .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Potential stormwater flow changes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Agricultural soils of prime, statewide, or local importance .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Potential river channel change .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Other special designations .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please provide a description for any "yes" responses to question #10.

**11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within its municipality.**

- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features\*
- c. Aerial Photograph\*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities or topographic features are welcome but not required

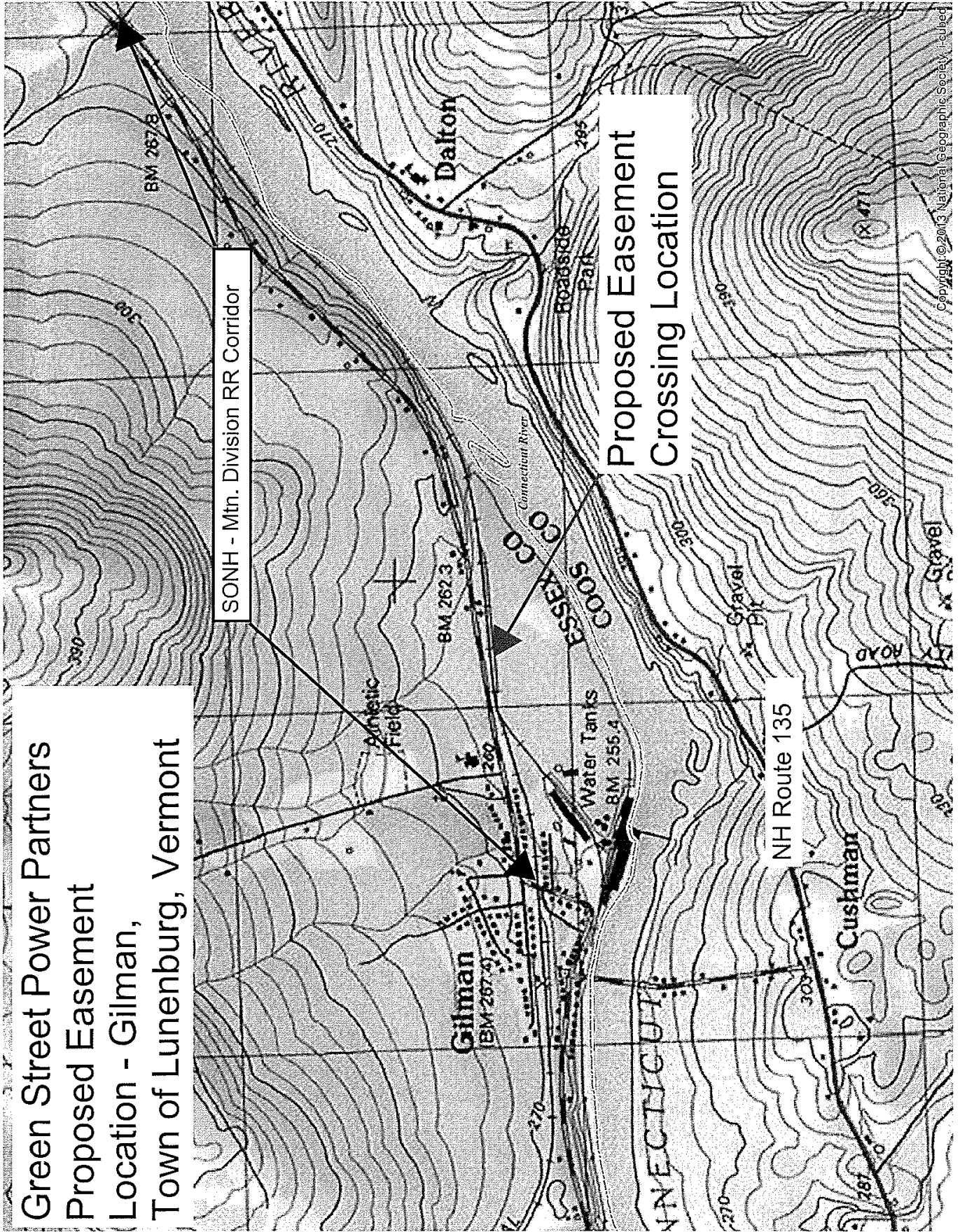
\* Maps can be created with GIS, Google, NH GRANIT, or any other readily available mapping service.

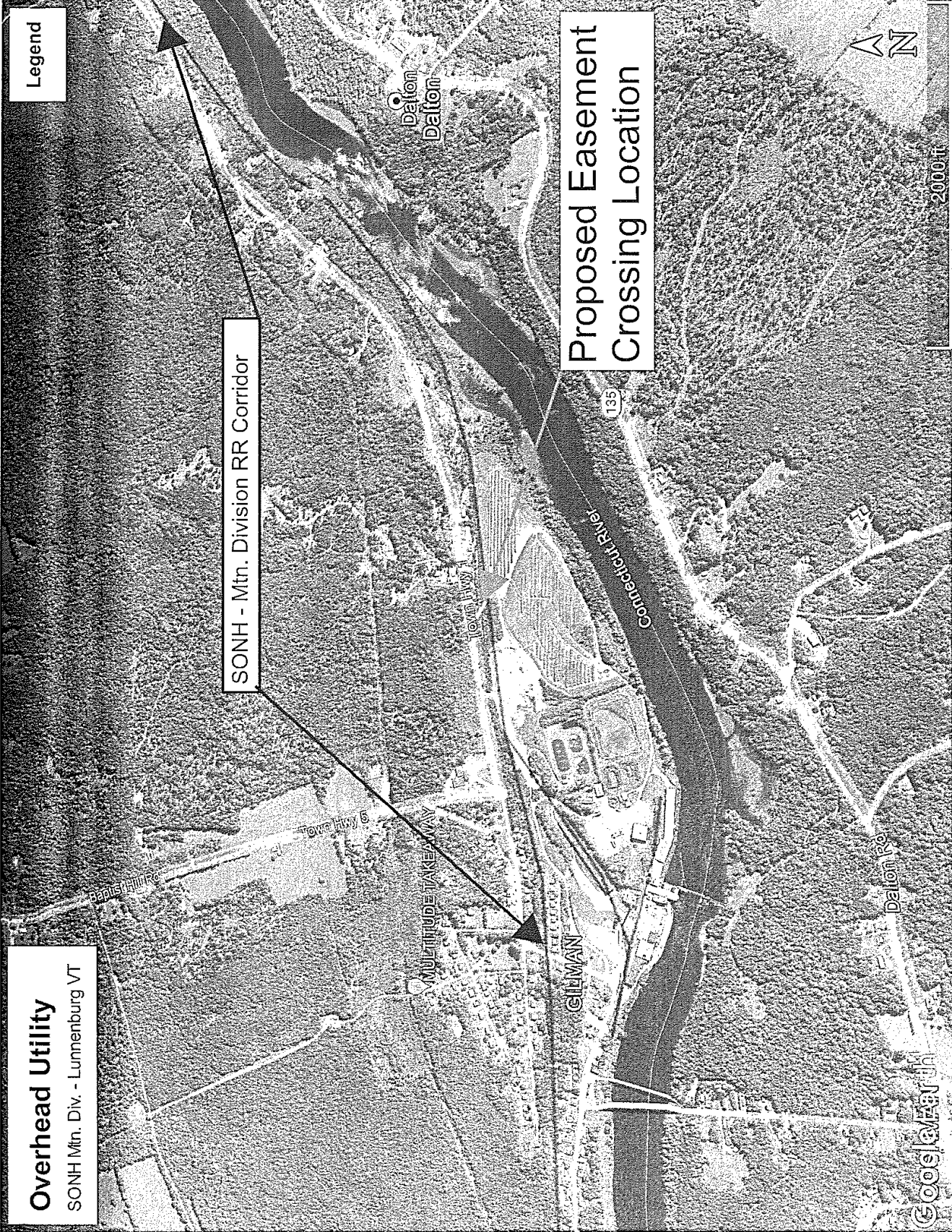
*Please paste any maps and photographs submitted as part of this application here.*

Green Street Power Partners  
Proposed Easement  
Location - Gilman,  
Town of Lunenburg, Vermont

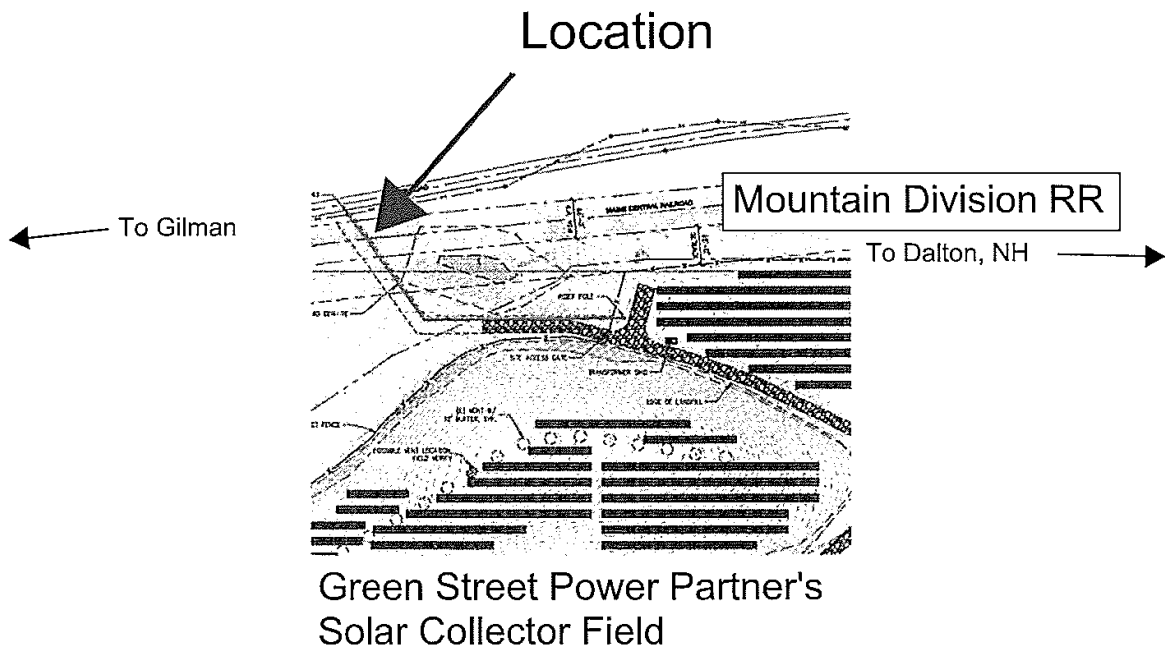
SONH - Mtn. Division RR Corridor

Proposed Easement  
Crossing Location



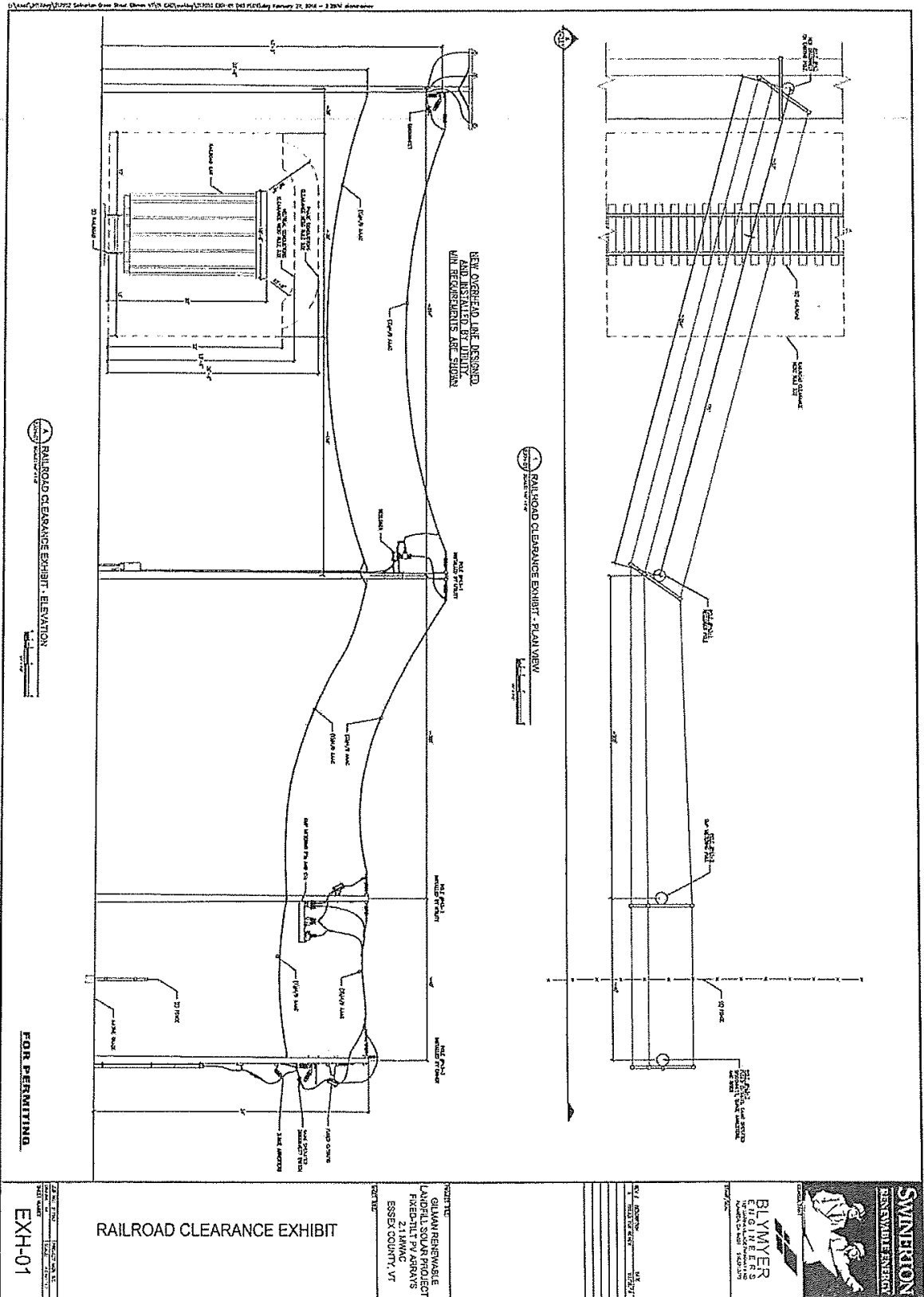


Green Street Power Partners  
Proposed Easement  
Location - Gilman,  
Town of Lunenburg, Vermont

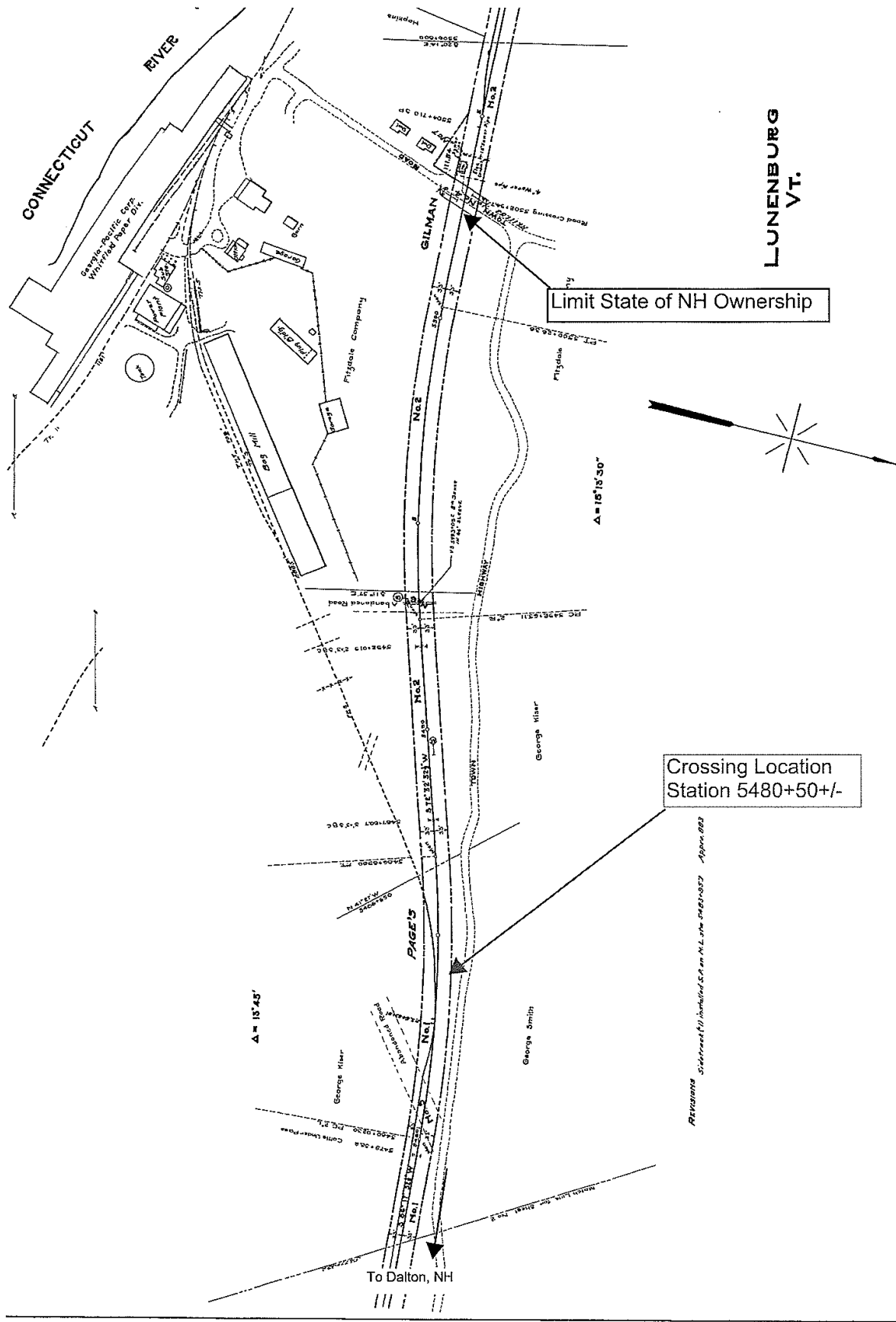


Attachment  
Dated: October 19, 2021

# Attachment



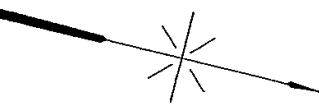
<p><b>SWINERTON</b> RENEWABLE ENERGY</p>	<p><b>BLYMERS</b> ENGINEERS</p>	<p>PROJECT: SWINERTON RENEWABLE ENERGY PROJECT          LOCATION: 211 HWY 60          ESSEX COUNTY, VT</p>
		<p>DATE: 1/21/2014          DRAWN BY: [Name]          CHECKED BY: [Name]</p>



CONNECTICUT RIVER

LUNENBURG VT.

Limit State of NH Ownership



Crossing Location Station 5480+50+/-

To Dalton, NH

REVISIONS Supplement (1) Amended S.A. on N.E. of 5481+85.7 Appon 08/23





**New Hampshire Council on  
Resources and Development**

**MEMORANDUM**

<p><b>TO:</b></p> <p>CORD Members and Other Interested Parties</p> <p><i>Via Email Distribution Lists (Bcc)</i></p>	<p>Northeastern Vermont Development Association 36 Eastern Ave, Suite 1 St. Johnsbury, VT 05819</p> <p><i>Via Email (<a href="mailto:info@nvda.net">info@nvda.net</a>)</i></p>
<p>Town of Lunenburg P.O. Box 54 Lunenburg, VT 05906</p> <p><i>Via Email (<a href="mailto:lunenburg01@live.com">lunenburg01@live.com</a>)</i></p>	<p>Michelle Moren-Grey, Executive Director North Country Council 161 Main Street Littleton, NH 03561</p> <p><i>Via Email (<a href="mailto:mmoren@nccouncil.org">mmoren@nccouncil.org</a>)</i></p>

**FROM:** Michael A. Klass, Office of Planning and Development

**DATE:** January 13, 2022

**SUBJECT:** *State Owned Land, Surplus Land Review, Lunenburg, VT  
2021 SLR 007*

**RESPONSE DEADLINE:** Monday, February 14, 2022

Please review the attached information to determine if your organization has any interest in this transaction. If there is an interest, please provide this office with any comment(s) in writing by the response deadline indicated above. Responses may be emailed to [stephanie.n.verdile@livefree.nh.gov](mailto:stephanie.n.verdile@livefree.nh.gov)

Information regarding CORD and its meetings may be obtained at:  
<https://www.nh.gov/osi/planning/programs/cord/index.htm>.

📍 100 North Main Street, Suite 100  
Concord, New Hampshire 03301

☎ 603.271.2341

👉 [visitnh.gov](http://visitnh.gov) [nheconomy.com](http://nheconomy.com) [choosenh.com](http://choosenh.com)

The Department of Natural and Cultural Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483:8, VII and 14.



**NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES**

State of New Hampshire, Department of Natural and Cultural Resources 603-271-3483  
19 Pillsbury Street, Concord, NH 03301-3570 603-271-3558  
Voice/ TTY RELAY ACCESS 1-800-735-2964 FAX 603-271-3433  
<http://www.nh.gov/nhdhr> [preservation@nh.gov](mailto:preservation@nh.gov)

February 1, 2022

Michael A. Klass  
NH Office of Planning and Development  
Johnson Hall  
107 Pleasant Street  
Concord, NH 03301

Re: State Owned Land, Surplus Land Review, Lunenburg, VT  
2021 SLR 006 (DHR# 13413)

Dear Mr. Klass:

In accordance with RSA 227C-9, the Division of Historical Resources (DHR) has been asked to comment on the parcel of state-owned land referenced above.

Regarding the proposed lease of approximately 1,320 square feet of railroad land currently owned by the Bureau of Rail & Transit to a lessee of an abutting property in Lunenburg, VT, the DHR cannot provide informed comment as it has no records for out of state resources. Therefore, the DHR recommends consultation with the Vermont State Historic Preservation Officer to determine if there are concerns regarding historic properties.

Should you have any questions regarding these comments, please feel free to contact David Trubey, Review & Compliance Coordinator, at 271-2813.

Sincerely,

Nadine Miller  
Deputy State Historic Preservation Officer

NM/dwt

**From:** David Snedeker <dsnedeker@nvda.net>  
**Sent:** Friday, February 11, 2022 2:43 PM  
**To:** Verdile, Stephanie  
**Subject:** CORD Surplus Land Request Application - 2021 SLR 007 (Lunenburg, VT)

---

Hello, Stephanie:

NVDA staff reviewed the application that we received back in January. We have no comments or concerns on the proposed project.

Regards,  
Dave

----- Forwarded message -----

From: **Verdile, Stephanie** <[Stephanie.N.Verdile@livefree.nh.gov](mailto:Stephanie.N.Verdile@livefree.nh.gov)>  
Date: Fri, Feb 11, 2022 at 2:19 PM  
Subject: RE: CORD Surplus Land Request Application - 2021 SLR 007 (Lunenburg, VT)  
To: [info@nvda.net](mailto:info@nvda.net) <[info@nvda.net](mailto:info@nvda.net)>, [lunenburg01@live.com](mailto:lunenburg01@live.com) <[lunenburg01@live.com](mailto:lunenburg01@live.com)>, [mmoren@nccouncil.org](mailto:mmoren@nccouncil.org) <[mmoren@nccouncil.org](mailto:mmoren@nccouncil.org)>

Good afternoon,

I wanted to check in to see if you had any comments on the application that Mike sent out back in January. The deadline to submit comments is Monday February 14, 2022. Comments submitted after that run the risk of not being distributed to the CORD members. If you have no comment, please provide me with a letter/email that says you have no comments on the application.

Let me know if you have any questions.

Thank you.

Stephanie

**From:** Michelle Moren-Grey <mmoren@nccouncil.org>  
**Sent:** Friday, February 11, 2022 6:14 PM  
**To:** Verdile, Stephanie  
**Subject:** RE: CORD Surplus Land Request Application - 2021 SLR 007 (Lunenburg, VT)

---

Good evening. I have reviewed this application and have no comments.

Regards,



**Michelle Moren-Grey**  
Executive Director

Phone: 603-444-6303 Ext. 2014  
FAX: 603-444-7588  
mmoren@nccouncil.org  
[www.nccouncil.org](http://www.nccouncil.org)  
161 Main Street  
Littleton, New Hampshire | 03561

*Regional Planning Commission & Economic Development District*

---

**From:** Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>  
**Sent:** Friday, February 11, 2022 2:19 PM  
**To:** info@nvda.net; lunenburg01@live.com; Michelle Moren-Grey <mmoren@nccouncil.org>  
**Subject:** RE: CORD Surplus Land Request Application - 2021 SLR 007 (Lunenburg, VT)

Good afternoon,

I wanted to check in to see if you had any comments on the application that Mike sent out back in January. The deadline to submit comments is Monday February 14, 2022. Comments submitted after that run the risk of not being distributed to the CORD members. If you have no comment, please provide me with a letter/email that says you have no comments on the application.

Let me know if you have any questions.

Thank you.

Stephanie

---

**From:** Klass, Michael <[Michael.A.Klass@livefree.nh.gov](mailto:Michael.A.Klass@livefree.nh.gov)>  
**Sent:** Thursday, January 13, 2022 12:12 PM  
**To:** [info@nvda.net](mailto:info@nvda.net); [lunenburg01@live.com](mailto:lunenburg01@live.com); [mmoren@nccouncil.org](mailto:mmoren@nccouncil.org)  
**Cc:** Verdile, Stephanie <[Stephanie.N.Verdile@livefree.nh.gov](mailto:Stephanie.N.Verdile@livefree.nh.gov)>  
**Subject:** CORD Surplus Land Request Application - 2021 SLR 007 (Lunenburg, VT)

**From:** Marks, Nisa M  
**Sent:** Tuesday, February 01, 2022 11:03 AM  
**To:** Verdile, Stephanie  
**Cc:** Sales, Tracie; Michele L. Tremblay, naturesource communications  
**Subject:** RE: CORD Surplus Land Request Application - 2021 SLR 007 (Lunenburg, VT)

Hello Stephanie,

On behalf of the Rivers Management Advisory Committee (RMAC), thank you for the opportunity to comment on 2021 SLR 007 in Lunenburg, VT, a proposed easement for an overhead power line crossing.

Based on the information received, the RMAC chair has determined that the project's potential effects on rivers are not significant enough to call an RMAC meeting within the deadline set by CORD. The LAC for this designated river corridor does not meet again until after the comment deadline has passed, so we do not anticipate receiving comments from them.

Please contact me if you have any questions about this response.

Sincerely,

Nisa Marks  
(603) 271-1522  
NH Department of Environmental Services

---

**From:** Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>  
**Sent:** Friday, January 21, 2022 8:40 AM  
**To:** Marks, Nisa M <nisa.m.marks@des.nh.gov>  
**Cc:** Sales, Tracie <tracie.j.sales@des.nh.gov>; David Packard <appliedforce52@gmail.com>; Graaskamp, Garret <Garret.W.Graaskamp@wildlife.nh.gov>  
**Subject:** RE: CORD Surplus Land Request Application - 2021 SLR 007 (Lunenburg, VT)

Good morning,

Thank you for your informative and detailed response Nisa.

I look forward to your other comments.

Thanks again.

Stephanie

---

**From:** Marks, Nisa M <[nisa.m.marks@des.nh.gov](mailto:nisa.m.marks@des.nh.gov)>  
**Sent:** Thursday, January 20, 2022 3:12 PM  
**To:** Verdile, Stephanie <[Stephanie.N.Verdile@livefree.nh.gov](mailto:Stephanie.N.Verdile@livefree.nh.gov)>  
**Cc:** Sales, Tracie <[tracie.j.sales@des.nh.gov](mailto:tracie.j.sales@des.nh.gov)>; David Packard <[appliedforce52@gmail.com](mailto:appliedforce52@gmail.com)>; Graaskamp, Garret <[Garret.W.Graaskamp@wildlife.nh.gov](mailto:Garret.W.Graaskamp@wildlife.nh.gov)>  
**Subject:** RE: CORD Surplus Land Request Application - 2021 SLR 007 (Lunenburg, VT)

Dear Stephanie,

On behalf of the Lakes Management Advisory Committee (LMAC), thank you for the opportunity to comment on 2021 SLR 007 in Lunenburg, VT, a proposed easement for an overhead power line crossing.

Based on the information received, 2021 SLR 007 is not subject to LMAC review as the property does not lie within 250 feet of a lake.

Please contact me if you have any questions about this response. I will reply separately with the Rivers Management Advisory Committee (RMAC) and Local Advisory Committee (LAC) responses when we receive them.

Sincerely,

Nisa Marks  
(603) 271-1522  
NH Department of Environmental Services

---

**From:** Klass, Michael <[Michael.A.Klass@livefree.nh.gov](mailto:Michael.A.Klass@livefree.nh.gov)>  
**Sent:** Thursday, January 13, 2022 12:12 PM  
**To:** [info@nvda.net](mailto:info@nvda.net); [lunenburg01@live.com](mailto:lunenburg01@live.com); [mmoren@nccouncil.org](mailto:mmoren@nccouncil.org)  
**Cc:** Verdile, Stephanie <[Stephanie.N.Verdile@livefree.nh.gov](mailto:Stephanie.N.Verdile@livefree.nh.gov)>  
**Subject:** CORD Surplus Land Request Application - 2021 SLR 007 (Lunenburg, VT)

Dear All,

Please find the attached Surplus Land Review application for your review. The comment deadline for this request is February 14, 2022.

The future meeting date on which this will be heard has yet to be scheduled. Once a date is selected, notice will be posted in our usual fashion. Information regarding CORD and its meetings may be obtained at:  
<https://www.nh.gov/osi/planning/programs/cord/index.htm>.

**\*\*\*Please note that all comments should be submitted to Stephanie Verdile at [stephanie.n.verdile@livefree.nh.gov](mailto:stephanie.n.verdile@livefree.nh.gov)\*\*\***

Best,  
Mike

**Michael A. Klass**  
Principal Planner

Office of Planning and Development  
Department of Business and Economic Affairs  
State of New Hampshire  
P: (603) 271-6651  
[visitnh.gov](http://visitnh.gov) // Facebook and Twitter: VisitNH





New Hampshire Council on Resources and Development  
NH Office of Planning and Development  
100 N Main St., Concord, NH 03301

**CORD MEMORANDUM**

**TO:** Lou Barker, Railroad Planner, NH DOT Bureau of Rail and Transit

**FROM:** Stephanie N. Verdile, Principal Planner *sm*  
NH Office of Planning and Development

**DATE:** March 11, 2022

**Re:** **2021 SLR 007 (Lunenburg, Vt)**  
**Request from the Bureau of Rail & Transit to propose to grant an easement over a parcel approx. 1320 sq ft of railroad land in the Town of Lunenburg, Vermont to Green Street Power Partners, a lessee of an abutting property, for installation, use, and maintenance of an overhead electrical facility per RSA 228:57, which allows for leasing of state-owned railroad property to a railroad operator or other public use.**

Please be advised that on March 10, 2022, the above referenced SLR application was rescheduled to be heard on May 12, 2022.

Cc via email: Olivia Sproviero, Green Street Power Partners [osproviero@gspp.com](mailto:osproviero@gspp.com)



## **IV. SURPLUS LAND REVIEW**

### **C. 2022 SLR 001**

**Request from the New Hampshire Department of Administrative Services (NHDAS), on behalf of the New Hampshire Department of Environmental Services (NHDES), to lease two abutting parcels of land that were a former gravel pit and waste disposal site acquired by the State in the early 1980's. The parcels have gone through the remediation process under the Federal Superfund program the Comprehensive Environmental**



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

March 29, 2022

Taylor Caswell, Commissioner  
NH Department of Business and Economic Affairs  
Office of Planning and Development  
100 North Main Street, Suite 100  
Concord, NH 03301

**RE: Council on Resources and Development (CORD) Surplus Land Review (SLR) Request –  
Proposed Ground Lease of Sylvester Superfund Site in Nashua**

Dear Commissioner Caswell:

The Department of Administrative Services (DAS), acting on behalf of the Department of Environmental Services (DES), proposes to lease to Gilson Road Solar, LLC (an as-yet unformed special purpose entity) approximately 25.78 acres of land at the Sylvester Superfund Site in Nashua, consisting of the “cap” of a capped landfill and the abutting State land, for the purpose of constructing, installing, operating, and maintaining a commercial solar power generation facility. The proposed solar farm installation shall not penetrate the ground and will be constructed/installed entirely on the surface. DES shall retain responsibility for the subsurface capped landfill and the State’s other existing obligations with regard to the Sylvester Superfund Site.

Please submit this proposal to the Council on Resources and Development for review. If you have any questions, then please contact Jared Nylund, DAS Real Property Asset Manager at 271-7644.

Sincerely,

Charles M. Arlinghaus, Commissioner

Enclosures

Cc: Gary Lunetta, Director of Procurement and Support Services  
Michael Summerlin, Project Manager, NHDES Superfund Sites Management Section  
Jared J. Nylund, Real Property Asset Manager

TDD ACCESS: RELAY NH 1-800-735-2964

**Council on Resources and Development**  
**REQUEST FOR SURPLUS LAND REVIEW ACTION**

**Name of Requesting Agency:** Administrative Services (on behalf of NHDES)

**Agency Contact Person:** Jared Nylund, Real Property Asset Manager  
Address: 25 Capitol Street, Concord, NH  
Phone Number: (603) 271-7644  
E-Mail: [jared.j.nylund@das.nh.gov](mailto:jared.j.nylund@das.nh.gov)

**Applicant Contact Person:** Same as above  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Location of Property:** North of Gilson Road, Nashua, NH (City Parcel ID Nos. D-460 and D-79A)

**Acreage:** 25.78 acres (approximately)

**Requested Action:** Proposed ground lease of a State-owned Superfund site to a solar farm developer/operator

**Term of Lease or Easement:** Maximum combined option and lease term up to 47 years

-----

Please complete ALL questions below, submit one digital copy and one hardcopy original of the complete application to the Office of Strategic Initiatives, Johnson Hall, 3<sup>rd</sup> Floor, 107 Pleasant Street, Concord, NH 03301, [michael.klass@osi.nh.gov](mailto:michael.klass@osi.nh.gov).

**1. What is the current use of this property?**

The two abutting parcels of land to be leased (the parcels to be leased are together hereinafter the "Property") comprise the site of a former gravel pit and waste disposal area condemned and acquired by the State in the early 1980s. Since then, the Property has been the site of environmental remediation by the State and the USEPA under the federal Superfund program (CERCLA). The majority of the Property is surrounded by chain-link fence topped with barbed wire. The fencing prevents trespassing into the waste disposal/remediation area. Below grade, the waste disposal area is surrounded by a bentonite slurry wall tied into bedrock and an impervious cap was installed to cover the contained area and prevent the infiltration and contamination of rainwater. The Property is maintained by NHDES in agreement with, and under the authority of, EPA. Drainage features consistent with capped landfills are also present on the Property (e.g., swales, retention basins).

**2. What is the proposed use of this property if surplus? Please note if proposed use is intended to create a public benefit.**

To lease the Property to a special purpose entity that will construct, install, and operate a commercial solar farm on site to generate electrical power, creating the public benefit of generating renewable energy. The proposed use is consistent with the Superfund remedy in-place at the site and serves as a beneficial reuse that achieves an EPA goal for Superfund waste sites. Responsibility for maintaining the remedy and the capped remediation area on the Property will remain with the State, but some maintenance will be performed by the lessee.

3. Does the proposed use of this property entail new development?  Yes  No
- a. If yes, is it consistent with adjacent and existing development?  Yes  No
- b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the use of the property or surroundings.

Surrounding properties are primarily residential, consisting of single-family house lots and manufactured housing parks. One industrial building, owned by the City of Nashua, is located on a parcel that abuts the Property. The proposed use of the Property is not likely to initiate a future change in the use of the surrounding properties. Currently, the Property is dominated by a capped landfill. The proposed use involves the installation of solar panels and associated connections and equipment on the surface of the cap.

4. Are there any structures located on this property?  Yes  No
- a. If yes, please describe the structures including how many and what kind.

There are three premanufactured sheds on the Property housing valving systems formerly associated with the historically active groundwater extraction and treatment remedy. The active remedy is no longer operating and the sheds are used for storage and staging during periodic groundwater sampling events.

5. Are there historical architectural or archaeological resources identified on this site?  Yes  No
- a. If yes, describe the resource(s)?

b. If no, contact the NH Division of Historical Resources prior to application submission.

6. Is there any existing development or structures on adjacent sites?  Yes  No
- a. If yes, describe the use and number of structures of adjacent sites.  
If no, where is the nearest development? (Describe distance, use, and number)

See 3b above.

7. Does the site represent the entire state property in this location?  Yes  No
- a. If no, please describe its relationship to the entire state holding (percentage of total acreage, percentage of overall rail length, etc).

8. Is access to this property available?  Yes  No
- a. If yes, how is the site accessed? (from rail, water, across applicant's property, etc)

Access to the parcels is from Gilson Road by deeded access easement over abutting City of Nashua land with frontage on Gilson Road.

- b. If yes, is there a potential for public access interruption?  Yes  No

9. Are there water resources related to this property such as:

Lakes/Ponds -  Yes  No      Rivers -  Yes  No      Wetlands -  Yes  No

a. If yes, please indicate the size or extent of such resources.

At the northeasterly edge of the Property, there exist wetland areas associated with Lyle Reed Brook. Lyle Reed Brook meanders through this wetland area. Portions of Lyle Reed Brook are monitored periodically through surface water sampling in conjunction with groundwater monitoring events performed for the monitoring of progress of the remedy at the Superfund Site.

b. If yes, is the property located within 250 feet of a lake/pond or river?

No. The Nashua River is located approximately 2,000 feet northeast of the Property. Lyle Reed Brook discharges to the Nashua River.

c. If yes, please describe any municipal regulations and/or Shoreland Water Quality Protection Act (RSA 483-B) provisions that apply to the development of the property.

We are not aware of any such provisions that apply to development of the Property.

d. If there are water resources, please describe current public or private access from the site to the water body.       Public       Private       No Access Available

There is no public access to the wetlands of Lyle Reed Brook over the Property. The portions of Lyle Reed Brook that flow through the Property and continue through the manufactured home community are posted to prevent swimming, not that the waterway is very inviting for recreation.

e. How would the proposal affect the access opportunities described in d?

n/a

**10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.**

	Yes (property)	Yes (adjacent property)	No
a. Steep slopes.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Wetlands (Prime and NWI) .....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Threatened or endangered species .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wildlife Action Plan Critical Habitats .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Increased impervious surface.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Potential stormwater flow changes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Agricultural soils of prime, statewide, or local importance.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Potential river channel change .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Other special designations .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please provide a description for any "yes" responses to question #10.

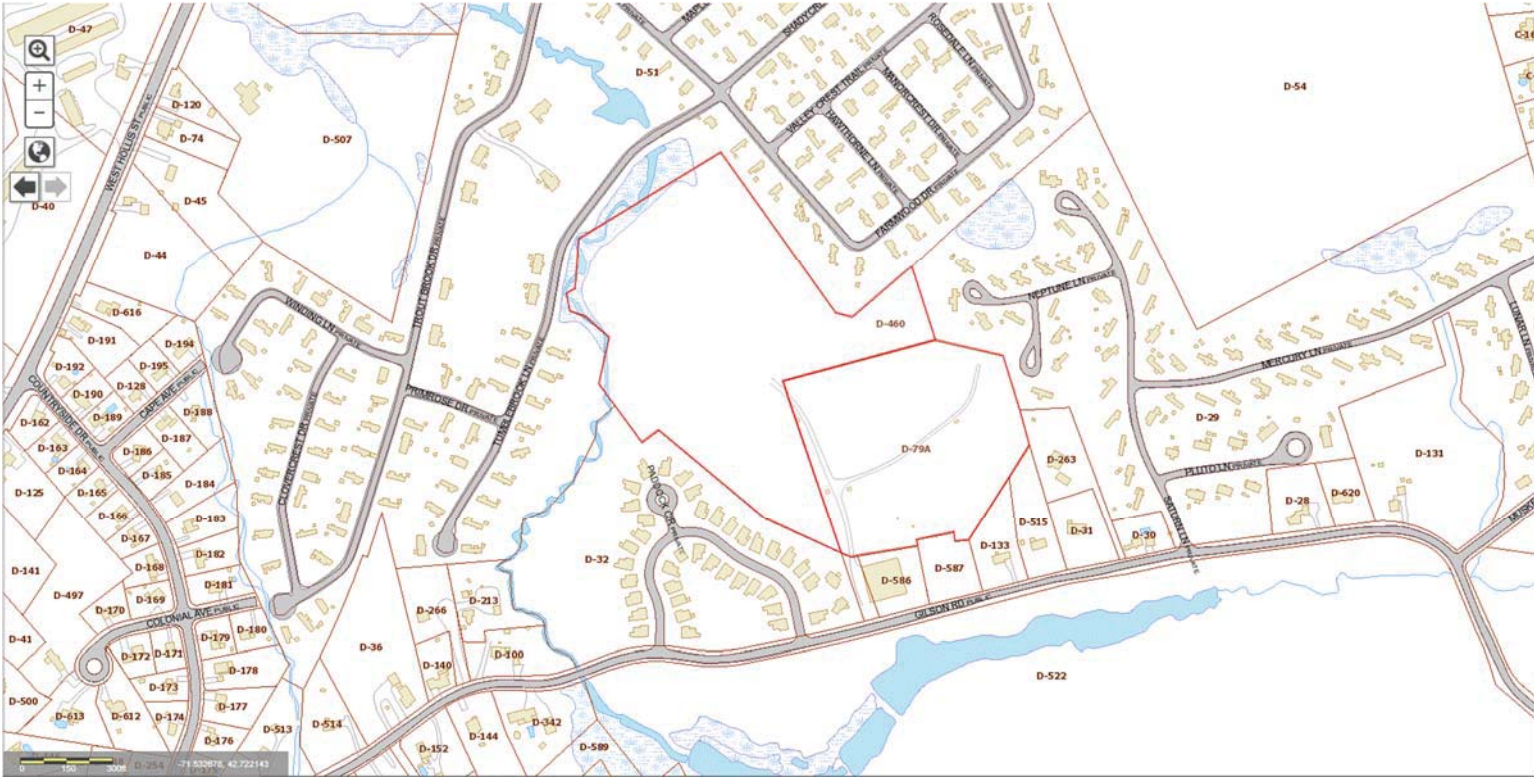
- A. Landfill cells on the Property have established steep side slopes. Although steep, they are still maintained with mowing.
- B. NWI mapped PEM1E and PF01/4E wetlands adjacent to the Property along the northern and western boundaries, respectively. Nashua has deemed these same wetlands as "critical".
- E. Existing gravel roadways may be "improved" with additional sand and gravel dressing by developer. Sand and gravel pads may be placed beneath solar panel ballast structures for support of panel systems.
- G. Very small portion of the Property and portions of abutting parcels contain agricultural soils of local importance.
- I. The Property is a federally-designated CERCLA Superfund Site.

**11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within its municipality.**

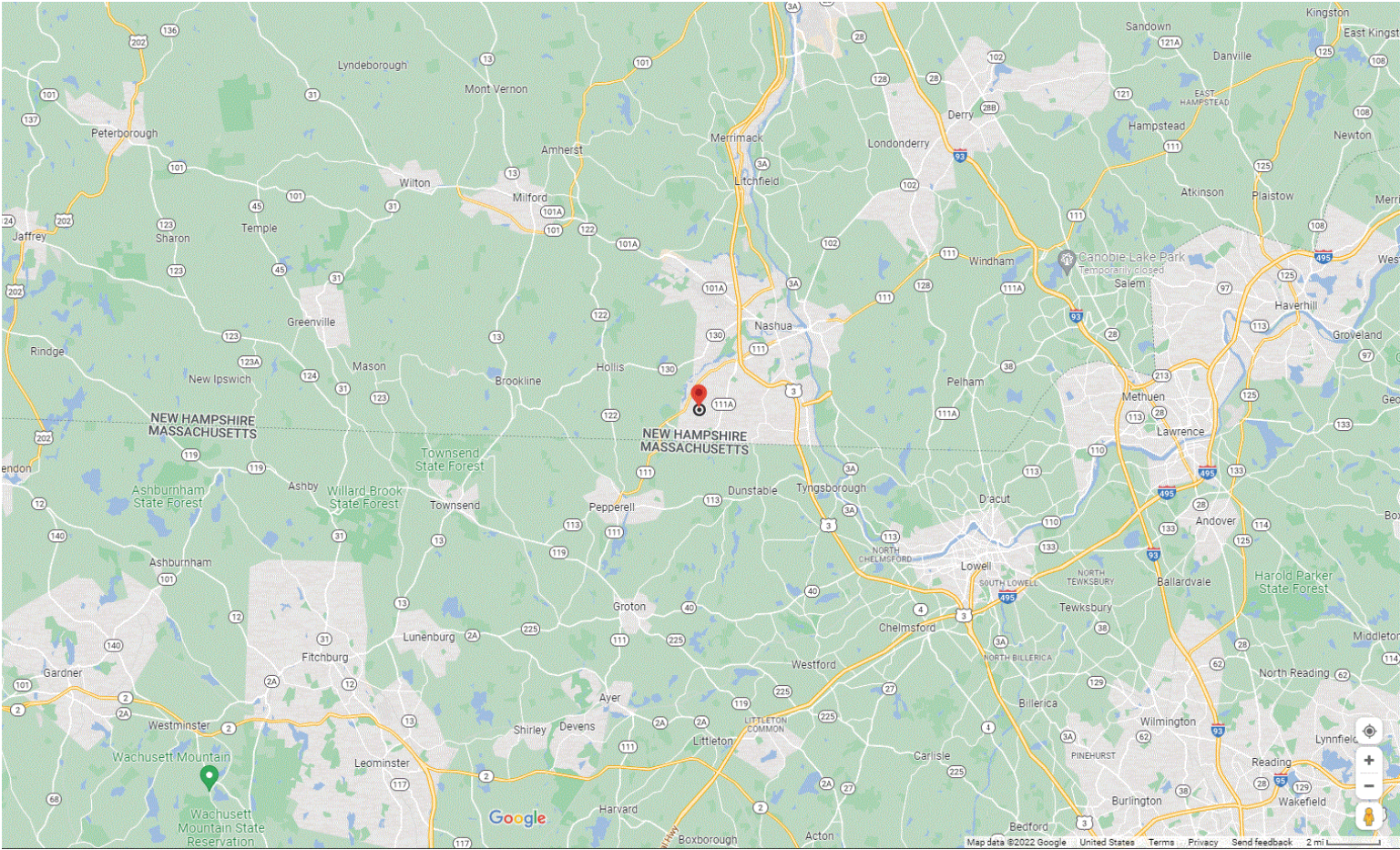
- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features\*
- c. Aerial Photograph\*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities or topographic features are welcome but not required

\* Maps can be created with GIS, Google, NH GRANIT, or any other readily available mapping service.

*Please paste any maps and photographs submitted as part of this application here.*



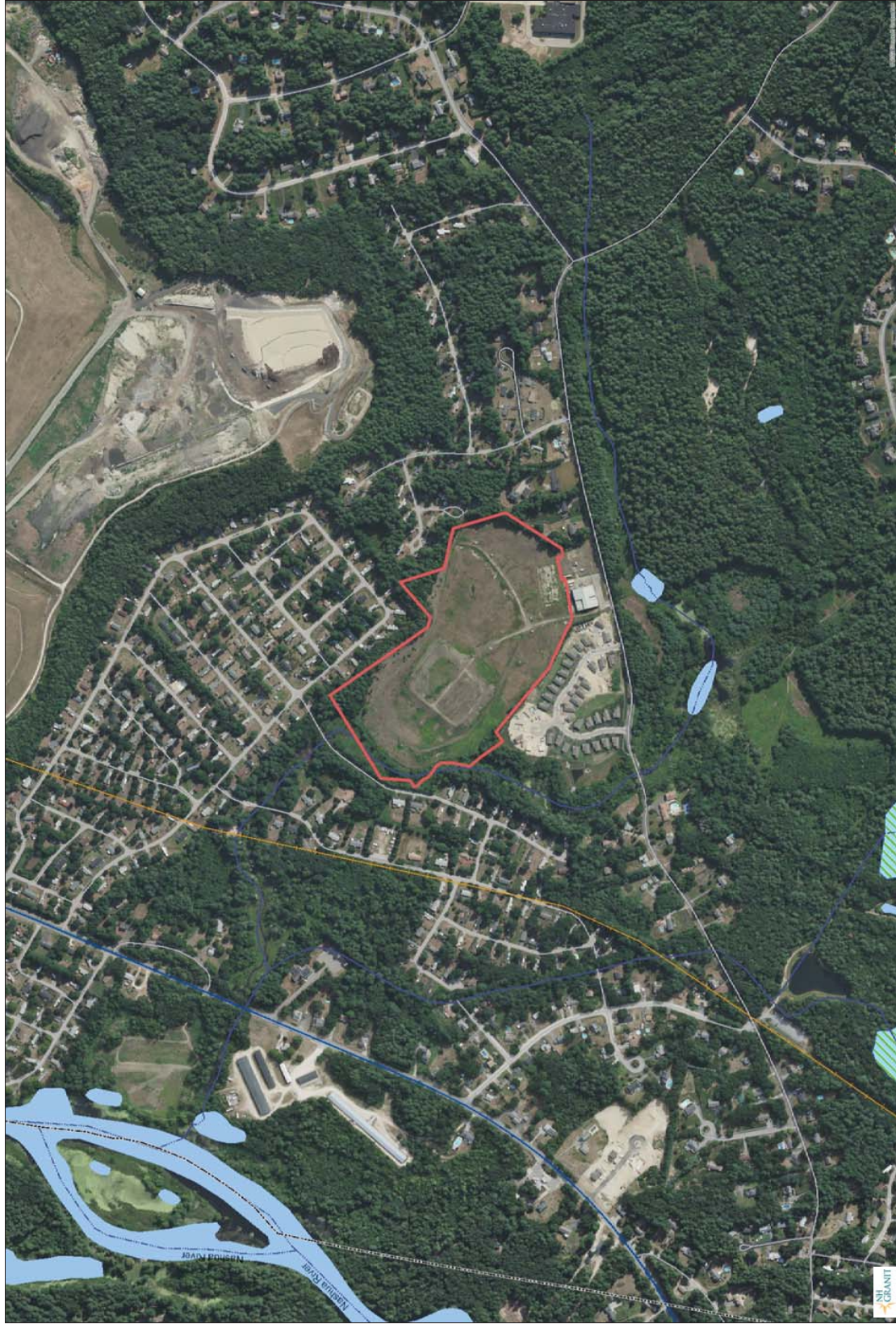
**Tax Map Detail**  
**Sylvester Superfund Site**  
**North of Gilson Road (Tax Parcel Nos. D-79A and D-460)**  
**Nashua, New Hampshire**



**General Location of Sylvester Superfund Site  
North of Gilson Road  
Nashua, New Hampshire**



# Site Locus Plan Sylvester-Gilson Road Superfund Site



## Legend

- State
- County
- City/Town
- Railroads
- Active
- Abandoned
- Inactive
- Out of State
- Turnpikes
- Interstates
- US Routes
- State Routes
- Local Roads
- Stream Centerlines
- Perennial Stream
- Intermittent Stream
- Artificial Paths
- Water Bodies
- Lake/Pond
- Reservoir
- Estuary
- Marsh
- Other Water Features
- Wetland
- Sandbar
- Foundation Area
- Dam/Weir
- Canal/Ditch
- Rapids

Map Scale  
1: 6010  
© NH GRANIT, www.granitum.edu  
Map Generated: 2/2/2022

## Notes



DATE	DESCRIPTION OF REVISION	BY	CHK

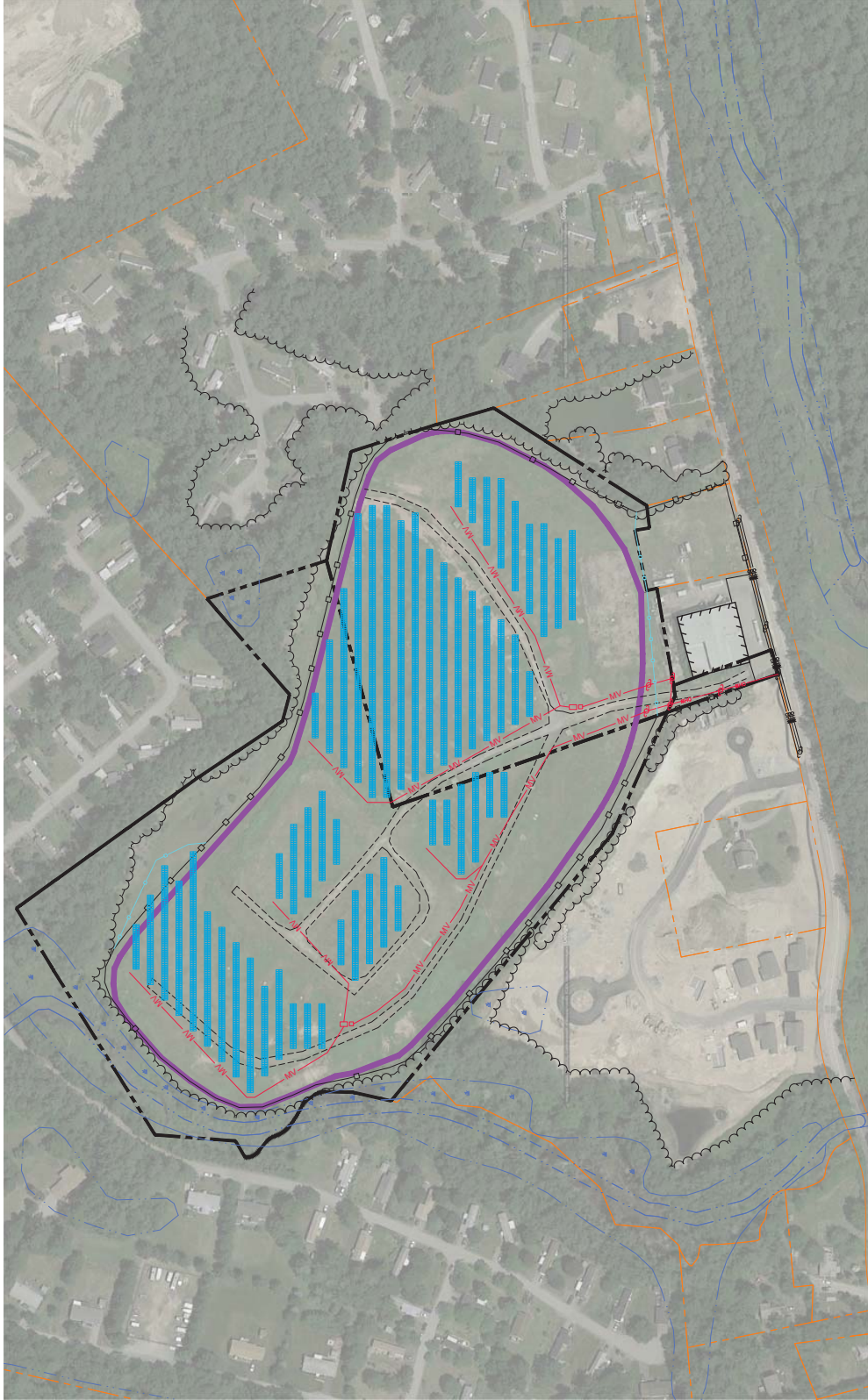
NEW ENGLAND SOLAR GARDEN CORP  
36 MARLEWOOD AVE  
PORTSMOUTH, NEW HAMPSHIRE 03801

NEG  
NSG

1" = 100'  
DATE: 7/23/20  
SCALE: 1" = 100'

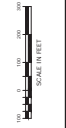
GILSON ROAD SOLAR GARDEN CORP  
PROPOSED CONDITIONS  
SOLAR ARRAY DEVELOPMENT PLAN  
REAR OF 57 GILSON RD NASHUA, NH

NEG  
DATE: 7/23/20  
SCALE: 1" = 100'



**SOLAR PROGRAM TOTALS**  
 NO. 27 STRINGS: 272  
 NO. MODULES (BALLASTS): 7,344  
 MODULE RATING: 390W  
 ARRAY OUTPUT: 2.0MW AC/2.86MW DC

**SITE CIVIL TOTALS**  
 USE EXISTING INFRASTRUCTURE  
 ALL MV CONDUIT IS ABOVEGROUND



- LEGEND**
- PROJECT PARCEL
  - TOPOGRAPHIC CONTOUR
  - TRAIL / PATH
  - VEGETATION
  - WETLANDS
  - TOWNSHIP BACK ZONING
  - BUILDING
  - OVERHEAD ELECTRIC
  - SLURRY WALL/CP
  - TREELINE
  - PROPOSED GROUND
  - PROPOSED UTILITY CONDUIT
  - PROPOSED CLEARING/DEMOLITION
  - PROPOSED TRENCH AND STOPPING
  - PROPOSED SOLAR ARRAY

# Farmland Soil Plan - Gilson Road Superfund Site



### Legend

- Parcels**
  - Parcel Polygons
  - Attributes for Additional Lines
- State**
- County**
- City/Town**
- Townships**
- US Routes**
- State Routes**
- Local Roads**
- Farmland Soils**
  - Conditional Prime Farmland
  - All areas are prime farmland
  - Farmland of local importance
  - Farmland of statewide importance
- Stream Centrelines**
  - Perennial Stream
  - Intermittent Stream
- Artificial Paths**
- Water Bodies**
  - Lake/Pond
  - Reservoir
  - Estuary
  - Swamp/Marsh
- Other Water Features**
  - River
  - Splway
  - inundation Area
  - Dam/Weir
  - Canal/Ditch
  - Rapids

Map Scale  
 1: 3,005  
 © NH GRANIT, www.granit.umh.edu  
 Map Generated: 2/24/2022

Notes



New Hampshire Council on  
Resources and Development

MEMORANDUM

<b>TO:</b> CORD Members and Other Interested Parties <i>Via Email Distribution Lists (Bcc)</i>	Hillsborough County Board of Commissioners c/o County Administrator Chad Monier 329 Mast Road Suite 120 Goffstown, NH 03045  <i>Via Email (<a href="mailto:cmonier@hshn.org">cmonier@hshn.org</a>) (As well as hard copy mailed)</i>
City of Nashua c/o The Honorable James W. Donchess Mayor of Nashua P.O. Box 2019 Nashua, NH 03061  <i>Via Email (<a href="mailto:NashuaMayor@NashuaNH.gov">NashuaMayor@NashuaNH.gov</a>)</i>	Jay Minkarah, Executive Director Nashua Regional Planning Commission 30 Temple Street, Suite 310 Nashua, NH 03060  <i>Via Email (<a href="mailto:jaym@nashuarpc.org">jaym@nashuarpc.org</a>)</i>

**FROM:** Stephanie N. Verdile, Principal Planner, Office of Planning and Development

**DATE:** April 15, 2022

**SUBJECT:** *State Owned Land, Surplus Land Review, Nashua, NH  
2022 SLR 001*

**RESPONSE DEADLINE:** Tuesday, May 3, 2022

Please review the attached information to determine if your organization has any interest in this transaction. If there is an interest, please provide this office with any comment(s) in writing by the response deadline indicated above. Responses may be emailed to [stephanie.n.verdile@livefree.nh.gov](mailto:stephanie.n.verdile@livefree.nh.gov)

Information regarding CORD and its meetings may be obtained at:

<https://www.nh.gov/osi/planning/programs/cord/index.htm>

The Department of Natural and Cultural Resources is asked to review this request in accordance with RSA 227-C:5.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 489-A:5, II.

The Rivers Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483-B, VII and 14.



## NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire, Department of Natural and Cultural Resources 603-271-3483  
19 Pillsbury Street, Concord, NH 03301-3570 603-271-3558  
Voice/ TTY RELAY ACCESS 1-800-735-2964 FAX 603-271-3433  
<http://www.nh.gov/nhdhr> [preservation@nh.gov](mailto:preservation@nh.gov)

April 27, 2022

Stephanie N. Verdile  
NH Office of Planning and Development  
100 N. Main Street, Suite 100  
Concord, NH 03301

Re: State Owned Land, Surplus Land Review, Nashua, NH  
2022 SLR 001 (DHR# 13788)

Dear Ms. Verdile:

In accordance with RSA 227C-9, the Division of Historical Resources (DHR) has been asked to comment on the parcel of state-owned land referenced above.

The DHR does not object to the proposed lease of the current Department of Environmental Services-owned property located north of Gilson Road in Nashua for construction and operation of a commercial solar power generation facility. Based on a review of DHR records and the description of the land as a former gravel pit and waste disposal area, it has been determined the lease of this approximately 26-acre area for this purpose will not impact previously identified historic properties.

Should you have any questions regarding these comments, please feel free to contact David Trubey, Review & Compliance Coordinator, at 271-2813.

Sincerely,

Nadine Miller  
Deputy State Historic Preservation Officer

NM/dwt

**Verdile, Stephanie**

---

**From:** Marks, Nisa M  
**Sent:** Wednesday, April 20, 2022 3:47 PM  
**To:** Verdile, Stephanie  
**Cc:** Michele L. Tremblay, naturesource communications; Sales, Tracie; Larry Spencer (Its@mail.plymouth.edu)  
**Subject:** RE: NH Council on Resources and Development-Nashua application

Dear Stephanie,

On behalf of the Rivers Management Advisory Committee (RMAC), thank you for the opportunity to comment on 2022 SLR 001 in Nashua, a proposed lease of the Sylvester Superfund site to a solar farm.

Based on the information received, the impacts of 2022 SLR 001 to rivers are expected to be de minimus, so the RMAC does not object to the project as proposed.

The property is not in a designated river corridor, and therefore not subject to review by a river local advisory committee.

Please contact me if you have any questions about this response.

Sincerely,  
Nisa Marks  
(603) 271-1522  
NH Department of Environmental Services

**From:** Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>  
**Sent:** Tuesday, April 19, 2022 3:21 PM  
**To:** Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>  
**Subject:** NH Council on Resources and Development-Nashua application

Good afternoon,

You are receiving this email because you are listed as a recipient for "Surplus Land Review" (SLR) applications submitted to the Council on Resources and Development (CORD).

The attached proposal will be on the agenda for the May 12, 2022, CORD meeting.

If you have specific questions about the application, please reach out to the Agency Contact person, Jared Nylund by phone 603-271-7644 or email [jared.j.nylund@das.nh.gov](mailto:jared.j.nylund@das.nh.gov)

This meeting will also include the continuation of the Perkins Easement and the three other SLR applications from the March 10, 2022 meeting.

If you have questions about the meeting, please feel free to reach out to me.

Thank you.

**Verdile, Stephanie**

---

**From:** Marks, Nisa M  
**Sent:** Wednesday, April 20, 2022 11:58 AM  
**To:** Verdile, Stephanie  
**Subject:** RE: NH Council on Resources and Development-Nashua application

Dear Stephanie,

On behalf of the Lakes Management Advisory Committee (LMAC), thank you for the opportunity to comment on 2022 SLR 001 in Nashua, a proposed lease of the Sylvester Superfund site to a solar farm.

Based on the information received, 2022 SLR 001 is not subject to LMAC review as the property does not lie within 250 feet of a lake.

Please contact me if you have any questions about this response. I will reply separately with the Rivers Management Advisory Committee (RMAC) response when we receive it.

Sincerely,  
Nisa Marks  
(603) 271-1522  
NH Department of Environmental Services

**From:** Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>  
**Sent:** Tuesday, April 19, 2022 3:21 PM  
**To:** Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>  
**Subject:** NH Council on Resources and Development-Nashua application

Good afternoon,

You are receiving this email because you are listed as a recipient for "Surplus Land Review" (SLR) applications submitted to the Council on Resources and Development (CORD).

The attached proposal will be on the agenda for the May 12, 2022, CORD meeting.

If you have specific questions about the application, please reach out to the Agency Contact person, Jared Nylund by phone 603-271-7644 or email [jared.j.nylund@das.nh.gov](mailto:jared.j.nylund@das.nh.gov)

This meeting will also include the continuation of the Perkins Easement and the three other SLR applications from the March 10, 2022 meeting.

If you have questions about the meeting, please feel free to reach out to me.

Thank you.

Stephanie N. Verdile  
Principal Planner  
Department of Business and Economic Affairs





May 3, 2022

New Hampshire Council on Resources and Development  
C/O Stephanie N. Verdile, Principal Planner  
Department of Business and Economic Affairs  
Office of Planning and Development  
State of New Hampshire

Re: State Owned Land, Surplus Land Review, Nashua, NH, 2022 SLR 001

Dear New Hampshire Council on Resources and Development Members:

Please accept this letter an expression of our enthusiastic support for the proposed ground lease of the Sylvester Superfund Site in Nashua to Gilson Road Solar, LLC, for the purpose of developing a commercial solar farm installation on the site. This proposal would provide for an economically viable reuse of a capped Superfund site while helping to develop a needed source of clean renewable energy and advancing the city and region's sustainability goals. If you have any questions or need additional information, please do not hesitate to contact me at your convenience. Thank you for your consideration.

Sincerely,

**NASHUA REGIONAL PLANNING COMMISSION**

Jay Minkarah  
Executive Director

## **VI. OTHER BUSINESS**

**Conservation Land Stewardship Program-  
CORD Custodial Account Agreement  
finalization.**

**From:** Linda Desmond <[linda.desmond@treasury.nh.gov](mailto:linda.desmond@treasury.nh.gov)>  
**Sent:** Thursday, March 3, 2022 7:55 AM  
**To:** Walker, Steve <[stephen.g.walker@clsp.nh.gov](mailto:stephen.g.walker@clsp.nh.gov)>  
**Cc:** Miller, Rachel <[rachel.miller@treasury.nh.gov](mailto:rachel.miller@treasury.nh.gov)>  
**Subject:** CAA Custodial Account Agreement

Good morning Steve,

As promised I would have the CAA to you by the end of the week.

According to RSA 11, the State Treasury is responsible for the safekeeping and investment of the State's trust funds and custodial accounts. Additionally, RSA 11:5 requires the State Treasury to maintain on file, each Fund Administrator's instructions to the Treasury related to investment objectives. Agencies are required to update this information biennially, upon notice of a new administrator or at the request of a Trust Fund Administrator.

To comply with the statute, Treasury is requesting that Trust Fund and Custodial Account Administrators review and confirm their investment objective for the trust fund or custodial account named in the attached agreement and return it to Treasury. Investment objectives are listed in the attached addendum as they appear in RSA 11.

The form is pre-populated with information from previously signed agreements. Please review, update as necessary and return a signed copy to me at Treasury. Please ensure you indicate either I (Inquiry) or A (All) for authorization next to each individual's name. Please send via Interoffice Mail or scan and Email to the Treasury no later than **03/21/22**. Once I receive the signed document, I will have the Treasurer sign off and will email you an electronic copy for your records.

If you have any questions please contact me. I would be glad to assist.

--

Linda Desmond  
Senior Treasury Analyst  
NH State Treasury  
25 Capitol Street, Room 121  
Concord, NH 03301  
603-271-7896  
603-271-3922 (fax)  
[Linda.Desmond@treasury.nh.gov](mailto:Linda.Desmond@treasury.nh.gov) (NEW)

Statement of Confidentiality: The contents of this message are confidential. Any unauthorized disclosure, reproduction, use or dissemination (either whole or in part) is prohibited. If you are not the intended recipient of this message, please notify the sender immediately and delete the message from your system.

**STATE OF NEW HAMPSHIRE**  
**STATE TREASURY**  
**CUSTODIAL ACCOUNT AGENCY AGREEMENT**

THIS AGREEMENT, entered into, by and between the State of New Hampshire Treasury (“State Treasury”) as Custodian for the **Land Conservation Endowment** (“Account”) and the **Council on Resources and Development** (“Agency”), authorizes the State Treasury to invest and reinvest in legal investments allowable under RSA 6:8 for the benefit of the Account in compliance with the below instructions. Additionally, the individual(s) designated as Authorized Agents (“Agent(s)”) is/are duly authorized to transact on behalf of the Agency and/or authorized to receive statements and account reconciliations of the aforementioned Account.

**1. Investment Objective**

In accordance with RSA 11:5, all trust funds in the custody of the State Treasurer shall be invested and reinvested in legal investments allowable under RSA 6:8, and all Trust Fund Administrators (“Administrator”) shall notify the State Treasurer, at least biennially, of the investment objective of any funds under their control. The aforementioned investment objectives are established by RSA 11:5 and are set forth in the attached Addendum A.

In compliance with RSA 11:5, I **Taylor Caswell**, as Administrator of the above referenced Account, designate **Growth/Income as titled in 11:5** (subject to the attached investment policy, to be the investment objective for the Account.

Unless specified otherwise in writing by the Administrator, the State Treasurer will provide an annual report on the financial activities of the Account in accordance with RSA 11:5-b.

**2. Authorized Agent(s)**

On the following page, indicate one of the following levels of authority for those authorized on the Account:

**Inquiry Only (I)**- This authorization allows the Agent(s) to inquire in the account specified only. They may receive statements and reconciliations for the Account.

**All (A)**- This authorization allows the Agent(s) to initiate account transactions on behalf of the Agency in addition to receiving statements and reconciliations for the Account.

**STATE OF NEW HAMPSHIRE**  
**STATE TREASURY**  
**CUSTODIAL ACCOUNT AGENCY AGREEMENT**

NAME	TITLE	AUTHORIZATION (Check One)
Stephen Walker	CLSP Director	<input type="checkbox"/> <b>I</b> <input checked="" type="checkbox"/> <b>A</b>
Sarah Trask	DAS, CFO	<input type="checkbox"/> <b>I</b> <input checked="" type="checkbox"/> <b>A</b>
Katherine Schmitt	DAS Business Admin. III	<input type="checkbox"/> <b>I</b> <input checked="" type="checkbox"/> <b>A</b>
		<input type="checkbox"/> <b>I</b> <input type="checkbox"/> <b>A</b>
		<input type="checkbox"/> <b>I</b> <input type="checkbox"/> <b>A</b>

The parties shall update the terms of this agreement biennially in accordance with RSA 11:5. This update shall be initiated by the State Treasurer.

By signing below, both parties agree to the conditions stated above.

---

(Date) \_\_\_\_\_ (Taylor Caswell, CORD Chairman / Trust Fund Administrator)

---

(Date) \_\_\_\_\_ (Monica Mezzapelle, State Treasurer and Custodian)