



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX: (603) 271-5829

Er
TDD Access: R

June 16, 2025

Taylor Caswell, Commissioner
Heather Shank, Chair, Council on Resources and Development (CORD)
NH Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

RE: Request for courtesy opinion – installing a manure pit on an LCIP conservation easement

Dear Sir/Madam;

NH Fish & Game (NHFG) is the assigned manager of the Thornburn conservation easement located along the Connecticut River in the town of Haverhill, which was purchased under the former Land Conservation Incentives Program (LCIP). The current fee owner of this ~80-acre property, Walter Gladstone, is proposing to build a manure pit in collaboration with the USDA – Natural Resources Conservation Service (NRCS). Mr. Gladstone has requested an opinion from NHFG on whether building the pit is consistent with the terms of the easement. Because the easement deed contains some potentially conflicting purposes and terms, NHFG is requesting a courtesy opinion from CORD.

Following are examples of potentially conflicting purposes and terms in the easement deed:

- Purposes section
 - The first purpose is 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.” Developing a manure pit seems counter to this purpose.
 - The fourth purpose is to “protect open spaces, particularly the productive farmland...” Allowing the manure pit supports this purpose.
- Use Limitations section
 - Limitation A. states agriculture can occur as long as it “will not cause significant pollution of surface or subsurface waters or soil erosion.” The pit would be located away from the river and wetlands. It would also keep manure contained until it can be applied when most useable by planted crops. Lastly, the manure would be injected into the soil rather than spread on top of the surface, reducing the likelihood of runoff and nutrification of surface waters. Given these factors, it appears building the pit is consistent with this use limitation.
 - Limitation A.ii. states that agriculture shall be performed using “current scientifically based practices recommended by UNHCE, NRCS.” The pit is being designed and funded by NRCS and will facilitate application of manure by direct injection, which is a “current scientifically based practice.”
 - Limitation A.ii. also indicates management activities cannot impair the “scenic quality of the Property as viewed from public waterways, public roads, or public trails.” The manure pit will likely not be viewable from Route 10 but will be viewable from Meadow Lane, the access road to the adjacent Bedell Bridge State Park. If the public walks the access roads on the Thornburn CE, it would be viewable from those as well. However, based on a review of trail data on the AllTrails and Strava recreational apps, public use on the property appears limited at best. Although the State of NH has the right to construct and maintain a pedestrian trail along the river, the State has never exercised that right. Lastly, it is unclear if the pit would be viewable from the river.

- Limitation C. allows for development if it supports agriculture and/or other approved uses, and as long as it isn't detrimental to the purposes of the easement.

Accompanying this request is a completed "Conservation Easement - Activity Information Form" that was developed by the Conservation Land Stewardship Program for such reviews. Also included are several attachments including the easement deed, property survey, plus various maps and pictures that will facilitate review by CORD members.

Can you please put this on the agenda for the August 8 meeting? Please feel free to contact me with questions.

Sincerely,



James D. Oehler
Wildlife Habitat Program Supervisor

Conservation Easement - Activity Information Form

Original Grantor Name: Dean and Dorothy Thorburn

Form prepared by: Jim Oehler, NH Fish & Game

Local Property Name: Thorburn CE

Landowner Name: Walt Gladstone

Landowner Email: newmontmorgans@gmail.com

Landowner Cell Phone: 802-522-9603

1. Please provide a general description of activity / structure / event:

- The landowner proposes to build a manure pit on the CE, which is located along the CT River in Haverhill. He is working with NRCS on the design and building of the pit.

The pit will be designed to allow for direct injection into the soil using a dragline injection system. This YouTube video shows such as system starting at the 1:48 mark.

<https://youtu.be/GuklXDdFTfY?si=ieA9WQUb68tSss5y>. The proposed pit location will allow the landowner to service all of his fields in that vicinity.

2. Please reference section of CE that pertains to activity compliance with CE:

- Section 1 – Conservation Purposes
 - i. The first purpose is 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.”
 - ii. The fourth purpose is to “protect open spaces, particularly the productive farmland...”
- Section 2 – Use Limitations
 - i. Use Limitation A states ag can occur as long as it “will not cause significant pollution of surface or subsurface waters or soil erosion.”
 - ii. Limitation Aii, “Ag shall be performed using current scientifically based practices recommended by UNHCE, NRCS, etc.”
 - iii. Limitation Aii continued, “Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, public roads, or public trails.” Pit will not be seen from Route 10 but will likely be seen from the Bedell Bridge State Park access road (see Attachment 6).
 - iv. Limitation C allows for development if it supports ag. Such structures must have minimal impact on the conservation values of the property; scenic views; historic values; forestry or ag.
 - v. Limitation Dii, - Can’t harm rare species. Not applicable in this case.
 - vi. Limitation Diii – Can’t be detrimental to the purposes of the easement.

3. For any and all proposed structures / alterations, describe location(s), type(s), and dimensions:

- See attachments

4. For proposed activities or events provide the following information:

- **Is there any commercial aspect to the event?** ☒ Yes ☐ No

- **Please provide a detailed description including all use areas:** Commercial activity is agricultural production which is allowed by the easement.
- **List all partners / vendors / etc.:** NRCS is providing funding support for designing and constructing the manure pit. A. Weiss Engineering completed the pit design.
- **List expected attendance and cost if any:** NA
- **List all dates / start and end times / duration:** Construction will begin soon after approvals are obtained.

5. Please attach survey, and other scaled maps as necessary, with notations:

- See attachments

6. Describe all secondary impacts / requirements (such as parking, temporary structures, etc.):

- NA

7. List of Attachments:

Attachment 1: Easement deed.

Attachment 2: Survey of eased property with a red "X" marking the approximate location of the proposed manure pit.

Attachment 3: Pit design with dimensions.

Attachment 4: Recreational and topographic features of the Thornburn CE

Attachment 5: Pictures of proposed pit as provided by the design engineer.

Attachment 6: Pictures of proposed pit location on Thorburn CE taken by Jim Oehler

Response from Grantee: ☐ Approved ☐ Conditional* ☐ Denied ☐ Pending*

Date:

From:

To:

***Conditions / Comments:**

Items attached:

009877

BK 1920 Pg 04,35

Clark

- Page 1 of 7

E. To preserve that historically important land area which is the Connecticut River floodplain situated below the historic Haverhill Corners village area.

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 the Plan entitled "Plan of Land for Conservation Easement in Haverhill, N.H. as drawn for Dean L. & Dorothy L. Thorburn", prepared by Vernon W. Dingman III, L.L.S., dated August, 1989, to be recorded herewith in the Grafton County Registry of Deeds.

This Conservation Easement Deed does not constitute homestead property.

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

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

2. 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.

i. 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.

ii. 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 public waterways, 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. 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, 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.

i. 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.

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:

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

ii. Do not 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

iii. 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.

3. RESERVED RIGHTS

A. Grantor reserves the right to 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 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. The Grantor must notify the Grantee in writing before exercising this reserved right.

D. Grantor reserves the right to post against vehicles, motorized or otherwise.

E. 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 of orchards, tree plantations, or Christmas trees.

4. 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 a trail as a public footpath and to create and maintain vistas, overlooks and/or signs associated with said trail. The Grantee is hereby granted a trail right-of-way and easement of 16.5 feet in width for use by the public. Said trail shall parallel the top of the riverbank of the Connecticut River, as shown on the aforementioned Plan. The location of said trail may be changed from time to time with the mutual written consent of Grantee and Grantor. The trail shall be accessed from the State of NH land to the north of the Property.

D. At the time of the granting of this Conservation Easement Deed, the entire Property, except for that section of the Property designated as "Wetland Habitat Management Area" on the aforementioned Plan, is open and in agricultural management for either corn or hay crops. The Grantee shall have the right to mow the fields of the Property that were in existence at the time of execution of this conservation easement deed if necessary for the purposes of sustaining the scenic views across the fields or preventing the natural succession of woody vegetation in the field and its return to forest.

E. The Grantee shall have access to the wetland area, as shown on the aforementioned Plan as "Wetland Management Area", for the purpose of improving waterfowl habitat in that area. The Grantee shall have the right to manage this wetland habitat to the best interest of the wildlife resource in accordance with a management plan prepared by the Grantee and approved by the Grantor. Such approval shall not be unreasonably withheld. Said management plan will include, but not be limited to, the erection and maintenance of nesting structures and wildlife plantings.

F. 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

5. 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.

6. 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 or 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)

7. 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 control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. 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 awarded in the condemnation proceedings and all 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 Grantor and Grantee 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, as determined immediately after the execution and delivery of this Conservation Easement, 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.

9. 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 and 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 ^{22nd} ~~24th~~ day of July, 1991.

Timothy J. Mc Kenna
Witness

Dean L. Thorburn
Dean L. Thorburn, Grantor

Timothy J. Mc Kenna
Witness

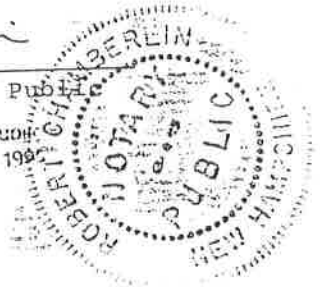
Dorothy L. Thorburn
Dorothy L. Thorburn, Grantor

The State of New Hampshire
GRAFTON, ss.

Personally appeared Dean L. and Dorothy L. Thorburn who acknowledged the foregoing to be their voluntary act and deed.

Before me,

Robert Chamberlin
Justice of the Peace/Notary Public
ROBERT CHAMBERLIN, Notary Public
My Commission Expires August 7, 1992



ACCEPTED: STATE OF NEW HAMPSHIRE

By:

Will Abbott

Will Abbott

Title: Executive Director, NH Land Conservation Investment Program
Duly Authorized

APPENDIX A

Meaning and intending to describe a parcel or tract of land in Haverhill, Grafton County, State of New Hampshire, as described in a "Plan of Land for Conservation Easement in Haverhill, NH, As Drawn for Dean L. and Dorothy L. Thorburn", prepared Vernon W. Dingman III, LLS #208, dated August 9, 1989, and as described in a Warranty Deed of Douglas R. Miller and Barbara L. Miller to Dean L. Thorburn and Dorothy L. Thorburn, recorded in the Grafton County Registry of Deeds in Book 1747, Page 832 on July 5, 1988; and as described in a Deed of Merchants National Bank of Manchester and Lafayette National Bank to Dean L. Thorburn and Dorothy L. Thorburn, recorded in the Grafton County Registry of Deeds in Book 1415 Page 505 on February 9, 1981; and more particularly described and bounded as follows:

Beginning at an iron pin set on the northeastern corner of the property along the "field road" so-called; thence South $18^{\circ} 30'$ West two hundred and seventy five (275) feet, more or less, to a point along said field road; thence South 40° West two hundred and thirty five (235) feet, more or less, to a point along said field road at land now or formerly of Conklin;

thence North 49° West two thousand four hundred and ninety five (2495) feet, more or less, along said land of Conklin to an iron pin;

thence South $39^{\circ} 30'$ West five hundred and fifty (550) feet, more or less, along said land of Conklin, to a point located in the northwesterly portion of a wetland area on the property;

thence South 49° East two hundred and sixty (260) feet, more or less, to an iron pin found at the end of an old fence line along land of said Conklin;

thence South 4° West one thousand six hundred and forty five (1645) feet, more or less, past an old Right-of-Way and along, in part, land now or formerly of W. and C. Young to an iron pin located at a barbed wire fence corner;

thence North $63^{\circ} 30'$ West two hundred and sixty five (265) feet, more or less, along land of said Young to a clump of red maple located on the top of the riverbank of the Connecticut River;

thence in a northerly direction along the river shoreline three thousand four hundred and sixty (3460) feet, more or less, to an iron pin set on the northwesterly corner of the property along land of the State of New Hampshire;

thence South 48° East three thousand two hundred and sixty five (3265) feet, more or less, along, in part, land of the State of New Hampshire and, in part, land now or formerly of Robert Morris to the point of beginning, conservation easement area is estimated to contain 81 acres, more or less.

RECEIVED

91 JUL 22 AM 9:35

GRAFTON COUNTY
REGISTRY OF DEEDS

BK 1920 PG 0442

State of New Hampshire

Land Conservation Investment Program

June 10, 1991

Mr. and Mrs. Dean Thorburn
RR1, Box 257
North Haverhill, NH 03774

Dear Mr. and Mrs. Thorburn:

This letter is to confirm our plans to close on your 73 acre conservation easement on land in North Haverhill at the Grafton County Registry of Deeds at 2:00 p.m. on Thursday, June 13, 1991.

In preparation for closing, please call me if you see any problems with the checklist below:

1. As of April 23, 1991 the following mortgages, liens, and attachments appeared on record, items which must be the cleared by the recording of (at least) a partial release by you prior to the conveyance of the easement:
 1. Mortgage to FMHA recorded at Book 1415, Page 507;
 2. Mortgage to FMHA recorded at Book 1434, Page 742;
 3. Attachment No. 19764, Nutrite, Inc.;
 4. Attachment No. 19789, Agway, Inc.;
 5. Attachment No. 20682, Landmark Genetics, Inc.;
 6. Attachment No. 20772, Nation Feeds of Georgia, Inc.;
 7. Mortgage to Citizens Savings Bank & Trust recorded at Book 1770, Page 326.
2. The Writ of Execution recorded as No. 21397 resulting from Nutrite, Inc. v. Dean and Dorothy Thorburn must be cleared.
3. All tax liens must be discharged. Outstanding tax liens as of April 23, 1991:
 1. Tax lien, Town of Haverhill, for 1988 taxes, recorded at Book 1670, Page 931;
 2. Tax lien, Town of Haverhill, for 1989 taxes, recorded at Book 1816, Page 394.
4. You need to bring to the closing proof of payment for all property taxes on the property to be encumbered due as of April 1, 1991.
5. RSA 78:B-2 exempts the buyer and the seller from the Real Estate Transfer Tax in this case. The Department of Revenue

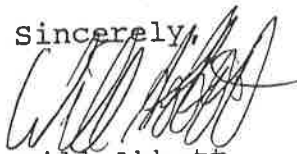
Mr. and Mrs. Dean Thorburn
June 10, 1991

Administration Administrative Rule 803.02 is the regulatory basis for this exemption.

6. As per our contract, the LCIP check will be made payable to Dean and Dorothy Thorburn in the amount of \$19,467.00 and a check from the Department of Fish and Game will be made payable to same in the amount of \$2,433.00, and both will be presented upon the final recording of all documents at the Registry.
7. Bob Chamberlin of the Trust for NH Lands will bring to the closing the execution copy of the proposed deed of conveyance, which we will record at our expense.
8. You need to bring to the closing the two mylar copies of the survey, one for recording at the registry (we will record this at our expense) and the second for the State's permanent management file.
9. In the event that any encumbrances not otherwise noted in our title opinion appear on record at the Registry when we seek to record, we will need to reserve the right to postpone the closing.

Many thanks for your participation in the LCIP and for your interest in protecting this property. Please call me if you have any questions.

Sincerely,



Will Abbott
Executive Director

cc: Bob Chamberlin, Trust for NH Lands
Steve Houran, Senior Assistant NH Attorney General
Timothy J. McKenna, Attorney for the Seller
Sarah Thorne, Trust for NH Lands



State of New Hampshire
Fish and Game Department

2 Hazen Drive, Concord, NH 03301
(603) 271-3421

Donald A. Normandeau, Ph.D.
Executive Director

3 May 1991

His Excellency Governor Judd Gregg
and Members of the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

1. Authorize the New Hampshire Fish and Game Department and the New Hampshire Land Conservation Investment Program to purchase a conservation easement on 81 acres of land in Haverhill from Dean L. and Dorothy L. Thorburn for a cost of \$21,900.

2. Further authorize the Director of Accounting to encumber funds according to the following exhibit:

Fish and Game

020-075-2151-090-0308 \$2,433.00 vendor code 07500

Land Conservation Investment Program

030-002-9371-090-0308 \$19,467.00 vendor code 02400

Explanation

In accordance with RSA 221:A, a conservation easement will be purchased on 81 acres in Haverhill from Dean and Dorothy Thorburn. This is a joint project between the New Hampshire Land Conservation Investment program acting through it's Executive Director pursuant to a motion adopted by the LCIP Board on November 9, 1988 and the New Hampshire Fish and Game Department acting through it's executive Director pursuant to authorization of by the Fish and Game Commission on October 18, 1989.

Respectfully submitted

Donald A. Normandeau, Ph.D.
Executive Director
Fish and Game Department

Will Abbott
Executive Director
LCIP

DAN/CRM/eem

Wild
Discover New Hampshire

MOTION ADOPTED BY LCIP BOARD September 13, 1989

Moved by Rep. Peyron and seconded by Senator McLane that the LCIP Board grant Final Approval to application 80035 (Dean L. and Dororthy L. Thorburn) and to the expenditure of \$19,200.00 of Land Conservation Investment Program funds for an 81 acre conservation easement acquisition, at a total purchase price of \$21,900.00 with \$2,700.00 to be provided at closing by the New Hampshire Department of Fish & Game.

Passed 6-0, with the following members voting in the affirmative: Barto, Bass, McLane, Peyron, Stio, Tillotson.

PLAN OF LAND FOR CONSERVATION EASEMENT IN HAVERHILL, N.H.

AS DRAWN FOR
**DEAN L. & DOROTHY L.
THORBURN**

SCALE  AUG 1989



NOTES:

This plan is a compilation of
field work (compass and tape) -
Tax Map - reference plans

Ref. Plans:

- 1- Plan for Mrs. ETHEL THAYER
surveyor - Bryon L. RIDDER
Bradford, VT.
SCALE 1" = 200' DEC. 1980
- 2- Plan for Miller Bros. Meadow
Surveyor - Robt. V. Rutherford
No. Haverhill, N.H.
SCALE 1" = 200' June 1981
Grafton Co. Reg. - Plan # 1128
- 3- Plan for Edward K. Reimenschnieder
Surveyor - Fred E. Duineil
SCALE 1" = 200' May 1982
Grafton Co. Reg. Plan # 1354, BK 1444, Pg. 515

Error of Closure - $\frac{1}{400}$

Legend

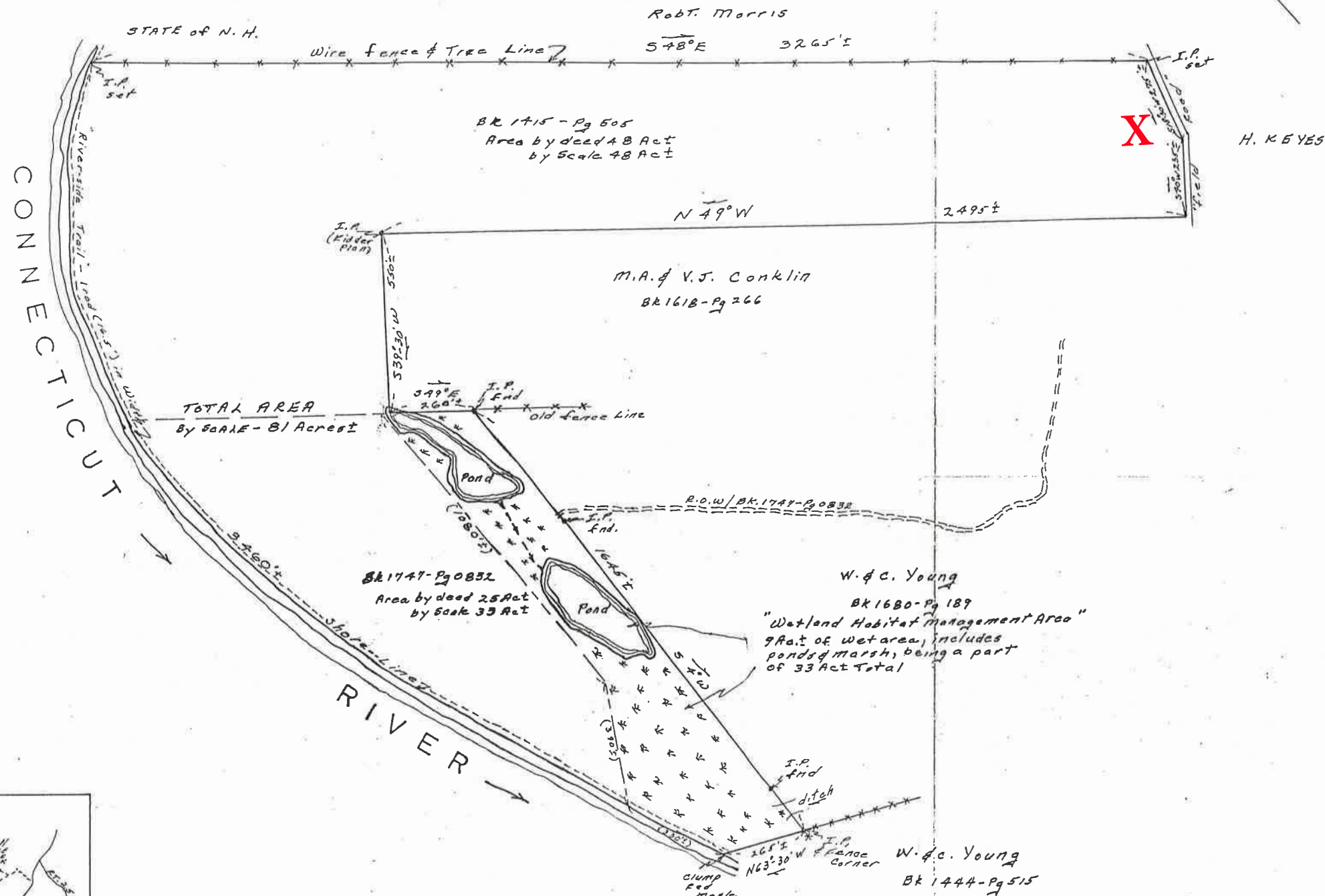
- Wire fence
- Iron pipe
- Low area (marsh)



I certify that this survey plat shows the property lines
of existing ownerships and that the lines of streets
and ways shown are those of public or private streets or
ways already established and that no new lines for
division of existing ownership or for new ways are shown.

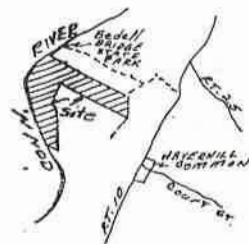
Aug. 9, 1989 *Vernon W. Dingman III*

VERNON W. DINGMAN III
ROUTE 10 - P.O. BOX 86
HAVERHILL, N.H. 03765



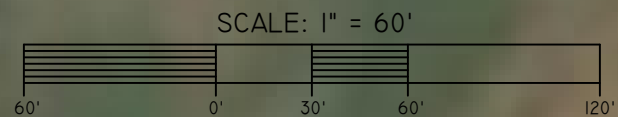
LOCUS MAP

1" = 35,000' ±





NOTE: TANK TO BE INSTALLED MIN. 4' INTO THE GROUND TO PROVIDE FROST PROTECTION, WITH THE BACKFILL AND TOP OF WALL SET AS NEEDED TO BE ABOVE FLOOD ELEVATION



IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ARCHITECT / ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. ALTERATIONS MUST HAVE THE SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.

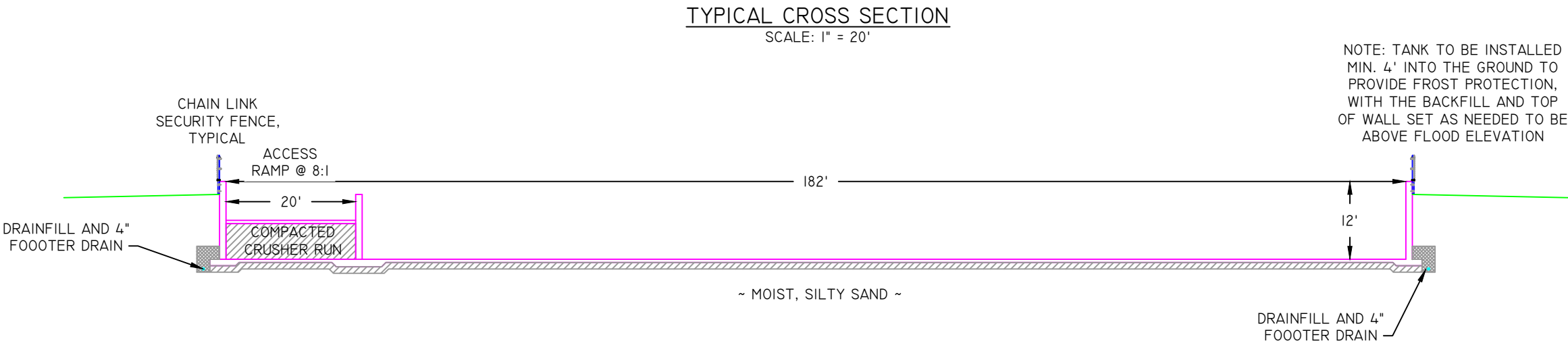
A. WEISS
ENGINEERING, PLLC

3206 SOUTH HILL ROAD
MCGRAW NY 13101-9408
PHONE (607) 749-0991

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Plan View
Bedell Bridge Manure Storage
Newmont Farms

CHECKED BY:	DATE: 01/25	DRAWN BY: A. WEISS	DATE: 01/25
DWG: 25-001 CMS	REVISION No:	SHEET 1	OF 2



IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ARCHITECT / ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. ALTERATIONS MUST HAVE THE SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.

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Typical Cross Section
Bedell Bridge Manure Storage
Newmont Farms

CHECKED BY:	DATE: 01/25	DRAWN BY: A. WEISS	DATE: 01/25
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Recreational & Topographic Features



All Sports ▾



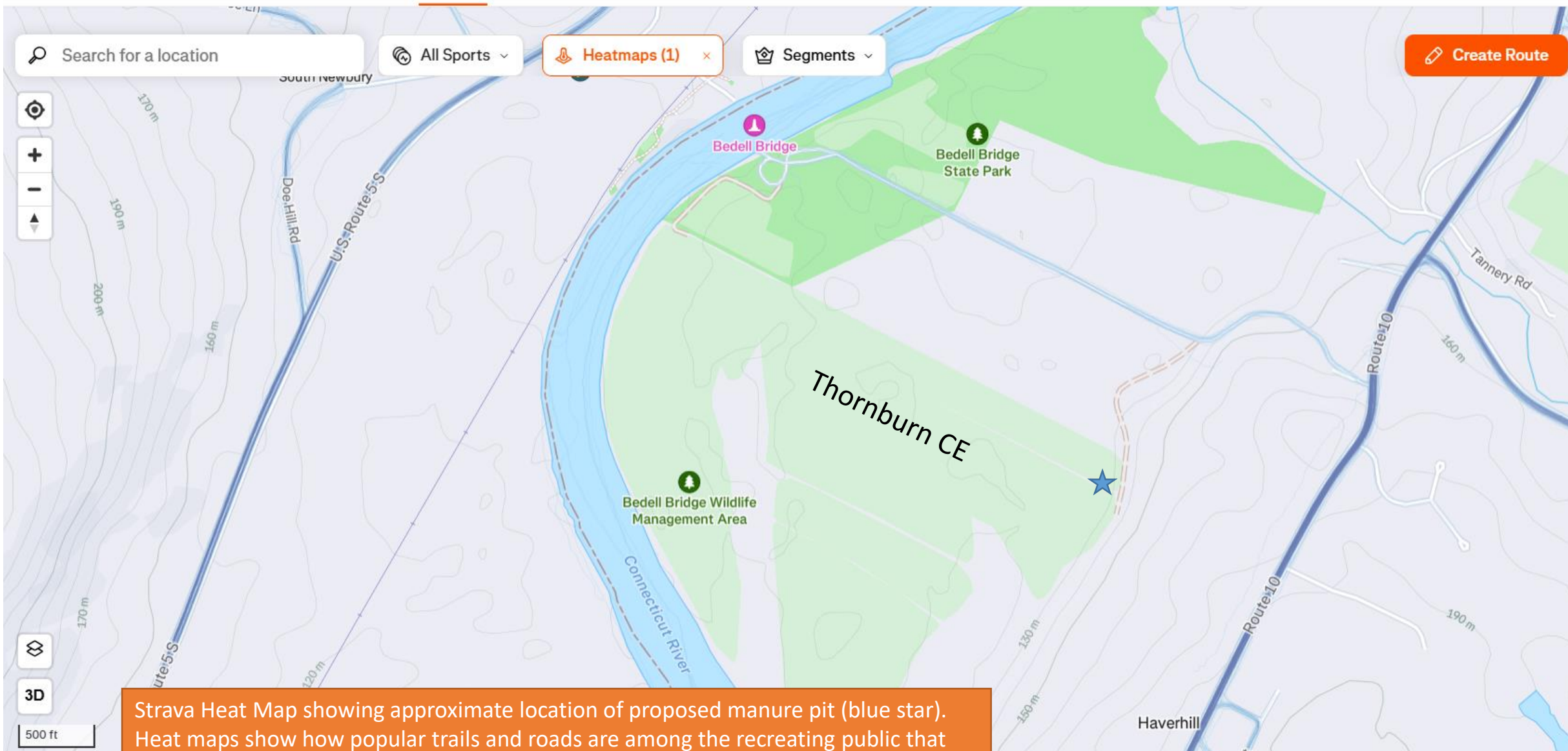
Heatmaps (1) ✕



Segments ▾



Create Route

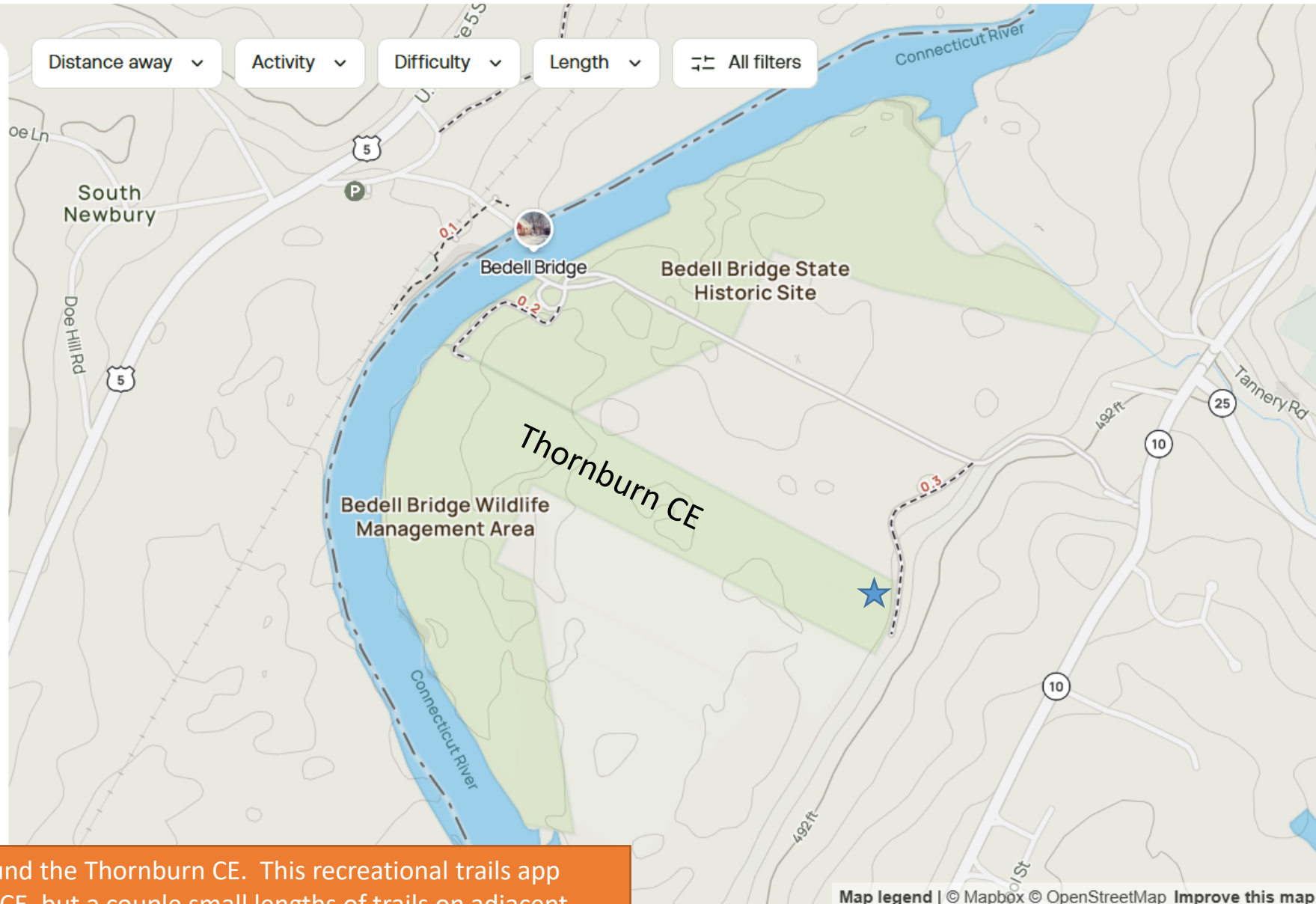


Strava Heat Map showing approximate location of proposed manure pit (blue star). Heat maps show how popular trails and roads are among the recreating public that use Strava to track their activities. The darker blue a route is, the more popular it is. There are no blue routes on the Thornburn CE.

Explore trails

0 trails

↕ Best match ▾

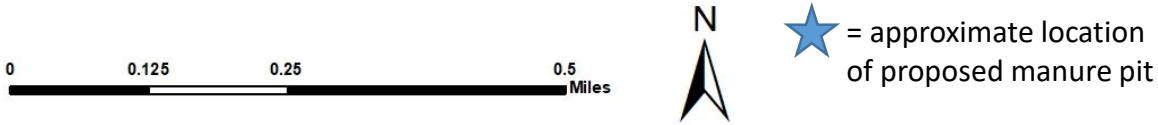


AllTrails map showing trails around the Thornburn CE. This recreational trails app does not show any trails on the CE, but a couple small lengths of trails on adjacent lands.

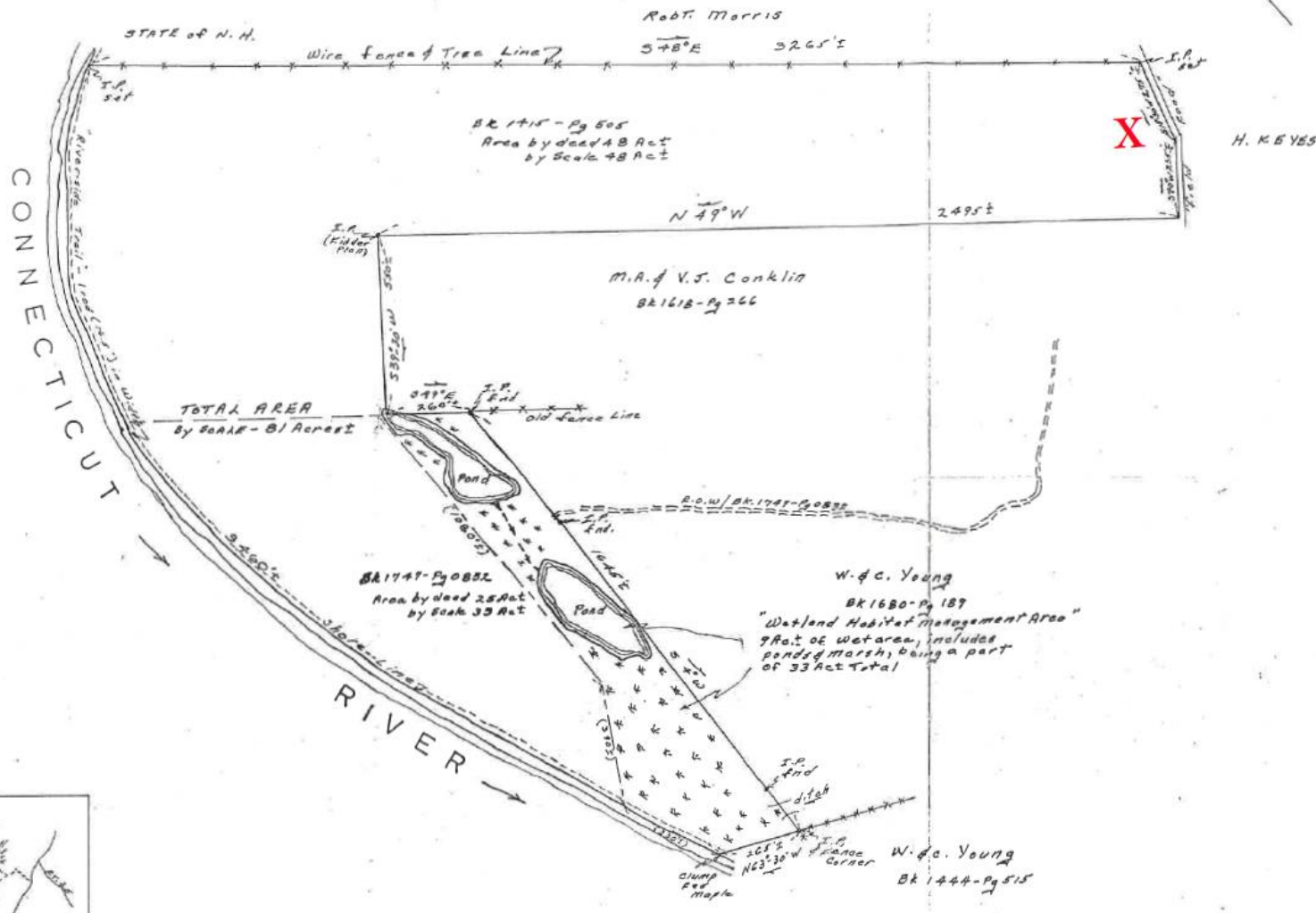
Aerial photo shows location of access roads on and around the Thornburn CE that could be used by pedestrians but use appears to be low or perhaps non-existent.



**Aerial Photo of Thornburn CE
Haverhill, NH**



Survey shows the location of a riverside trail that the Grantee (State of NH) has the right to construct, manage, use and maintain. To our knowledge the Grantee never exercised this right. NH Fish & Game, as the manager of this LCIP easement, has not.



PLAN OF LAND FOR CONSERVATION EASEMENT IN **HAVERHILL, N.H.**

AS DRAWN FOR
**DEAN L. & DOROTHY L.
THORBURN**

SCALE **1"=200'** AUG 1989



NOTES:

This plan is a compilation of
field work (compass and tape) -
Top Map - reference plane

Ref. Plans:

- 1- Plan for Mrs. ETHEL THAYER
Surveyor - Bryon L. KIDDER
Bradford, VT.
SCALE 1"=200' DEC. 1980
- 2- Plan for Miller Bros. Meadow
Surveyor - Robt. V. Rutherford
No. Haverhill, N.H.
SCALE 1"=200' June 1981
Grafton Co. Reg. - Plan # 1120
- 3- Plan for Edward K. Edmunschnieder
Surveyor - Fred L. Edmunschnieder
SCALE 1"=200' May 1982
Grafton Co. Reg. - Plan # 1354, BK 1444-Pg. 515

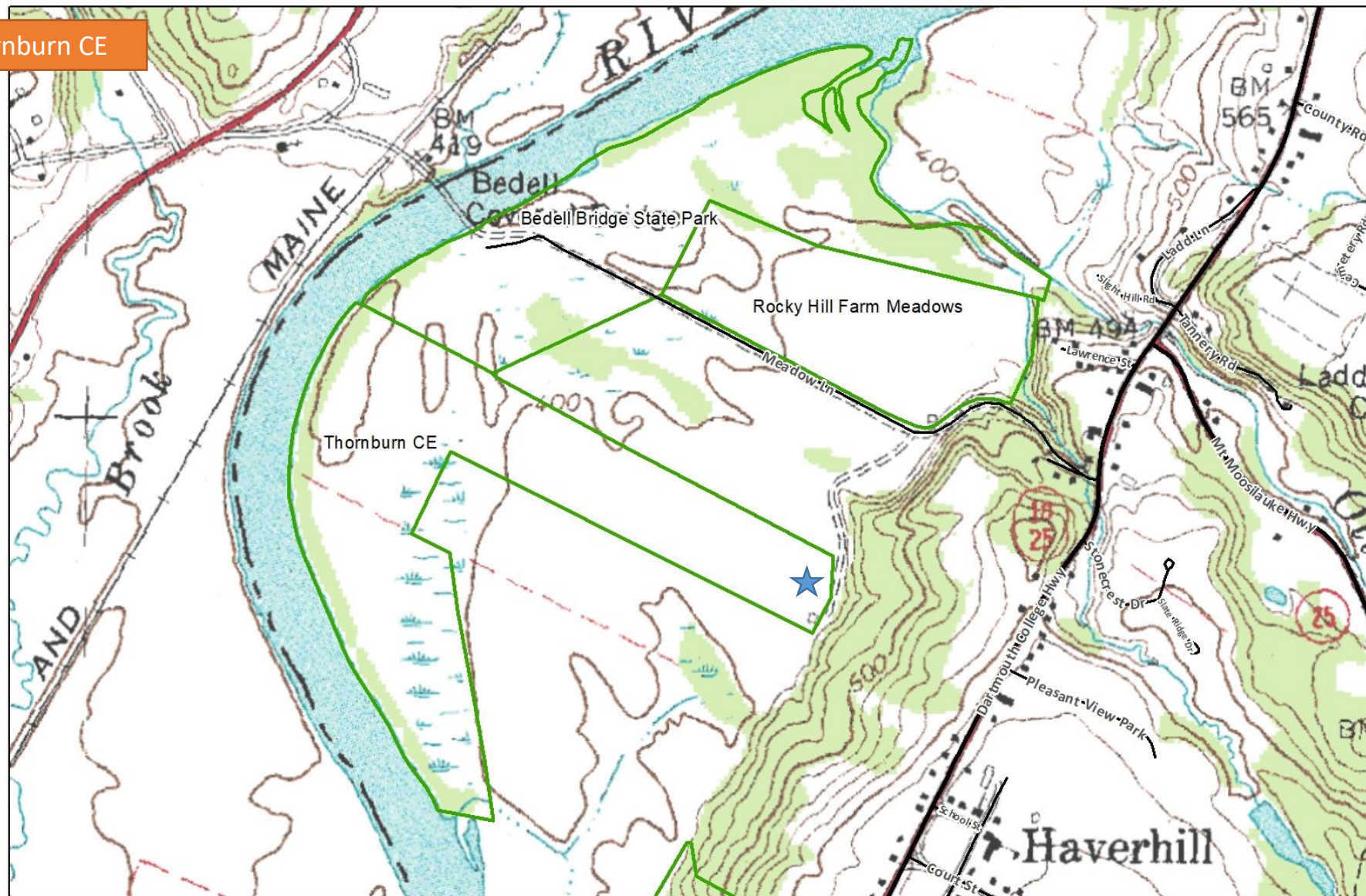
Legend

- Wire fence
- Iron pipe
- low area (marsh)

Error of Closure = $\frac{1}{400}$



I certify that this survey plot shows the property lines
of existing ownerships and that the lines of streets



**USGS Topo of Thornburn CE
Haverhill, NH**

0 0.125 0.25 0.5 Miles



★ = approximate location
of proposed manure pit

Pictures of proposed pit as
provided by the design engineer.





Pics of Proposed Manure Pit Location on Thorburn CE, Haverhill, NH

Jim Oehler

NH Fish & Game Department

May 5, 2025

Picture of Proposed Pit Location



Pit Location Looking West to CT River and VT



Hill East of Pit Location – Blocks View from Route 10



View of Pit Location from Bedell Bridge State Park Access Road



View of Pit Location from Bedell Bridge State Park Access Road

