

New Hampshire

Department of Agriculture,
Markets, and Food

Shawn N. Jasper, Commissioner

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

July 28, 2025

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

Dear Sir/Madam;

NH Department of Agriculture, Markets and Food (DAMF) is the assigned manager of the Putnum Farm of Piermont conservation easement located along the Connecticut River and State Route 25 in the town of Piermont, which was purchased under the former Land Conservation Investment Program (LCIP).

The Putnum Farm of Piermont conservation easement is comprised of 2 parcels totaling ~127 acres on opposite sides of State Route 25. The 34-acre north and 93-acre south parcel are almost entirely used for agricultural production. The Property serves as a scenic gateway to the State of New Hampshire where Route 25 crosses over the Connecticut River from Bradford, Vermont.

The landowner, Walter Gladstone, is proposing to build a concrete manure pit on his easement lot on the south side of State Route 25 in collaboration with the USDA – Natural Resources Conservation Service (NRCS). The addition of a manure pit on the property would enable the landowner to store liquid manure on site which can be injected directly into the fields for fertilization of field crops. Liquid manure injection helps reduce nutrient loss and runoff, is compatible with row crops and hayfields, and can be compatible with no-till methods. For more information, see this [Liquid Manure Injection factsheet](#).

Mr. Gladstone has requested an opinion from DAMF on whether building the pit is consistent with the terms of the easement. Because the easement deed contains some potentially conflicting purposes and terms, DAMF is requesting a courtesy opinion from CORD.

Accompanying this request is an Activity Information Form that was developed by the Conservation Land Stewardship Program for such reviews. The form includes project details, relevant conservation easement purposes and terms, as well as several attachments that will facilitate review by CORD members.

DAMF is requesting that this item be added to the agenda for the August 7th CORD meeting.
Please feel free to contact me with questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn Jasper", with a stylized, flowing script.

Shawn Jasper
Commissioner

Conservation Easement - Activity Information Form

CE Property Original Grantor Name: Putnum Farm of Piermont

Form prepared by: Charlotte J. Harding

Local Property Name: Putnum Farm

Landowner Name: Walter Gladstone

Landowner Email: newmontmorgans@gmail.com

Landowner Cell Phone: 802-522-9603

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

- The landowner has proposed the addition of a concrete manure pit for the purpose of on-site storage of liquid manure. The manure would be trucked in from off site and used to fertilize the surrounding fields. The pit will be designed to allow for direct injections into the soil using a dragline injection system. The landowner is working with NRCS on the design and construction of the pit.

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

- Section 1 – Conservation Purposes
 - CP #1 is to ensure the Property, as a gateway to the State of New Hampshire from Vermont, is retained forever in an undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values.
 - CP #2 is the preservation of open spaces, particularly the productive farmland, of which the land area subject to the easement consists.
- Section 2 – Use Limitations
 - Use Limitation A states agriculture can occur if it will not cause significant pollution of surface or subsurface waters or soil erosion.
 - Use Limitation A.ii states agriculture and forestry shall be in accordance with current scientifically based practices recommended by UNHCE, NRCS, etc.
 - A.ii continued – Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.
 - Use Limitation C allows structures and improvements necessary in the accomplishment of agricultural, forestry, conservation, or outdoor recreational uses of the Property as long as they are not detrimental to the purposes of the easement.
 - Use Limitation C.i states structures shall be sited to have minimal impact upon the conservation values, the scenic views of and from the Property as viewed from public roads, trails and waters.
 - Use Limitation D states no removal, filling, or other disturbances of the soil surface, nor changes in topography, water systems, wetlands, or habitat is allowed until all necessary permits and approvals are secured and unless such activities (D.i) are commonly necessary in the accomplishment of allowed uses of the property, (D.ii) do not harm state or federally recognized rare or endangered species, and (D.iii) are not detrimental to the purposes of the easement.

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

- Manure pit would be located on the south side of Route 15 in a 12-acre field
- Pit dimensions are 240' x 260' x 16' deep

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

- **Is there any commercial aspect to the event?** ☒ Yes ☐ No
 - Agriculture is an allowed commercial activity under the CE
- **Please provide a detailed description including all use areas:** See attachments

- **List all partners / vendors / etc.:**
 - NRCS is providing funding support for the design and construction of 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:

1. Putnum Farm Conservation Easement Deed
2. Putnum Farm CE Survey (South Parcel) with "X" marking approximate location of the proposed manure pit
3. Manure pit design schematic with dimensions
4. NRCS Satellite Map with proposed manure pit location noted
5. Recreational and topographic features of the Putnum Farm CE
6. Manure pit photo example provided by engineer
7. Onsite photographs of proposed pit location taken by Charlotte Harding

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

Date:

From:

To:

***Conditions / Comments:**

Items attached:

D

CONSERVATION EASEMENT DEED

PUTNAM FARM OF PIERMONT, a New Hampshire partnership, having its principal place of business in Piermont, with a mailing address of Box 392 RRI Haverhill, N.H. 03765 (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 executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grants to the STATE OF NEW HAMPSHIRE, acting through the Land Conservation Investment Program with a principal place of business at 2 1/2 Beacon Street, Concord, State of New Hampshire, 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 Piermont, County of Grafton, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, listed below.

1. CONSERVATION PURPOSES

- A. To assure that the Property, as a gateway to the State of New Hampshire from Vermont, 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.
- B. To preserve the land subject to this easement for outdoor recreation by the general public, through the auspices of the Grantee, its permitted successors or assigns.
- C. To preserve open spaces, particularly the productive farmland that supports a viable dairy farm, which land also protects nearly two miles of frontage on the Connecticut River, 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 conservation policy as set forth in 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."

021000

DK2006 P80600

3006/600 recorded 12-31-92

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") with any and all buildings, structures and improvements thereon, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof, and as shown on sheets 1 and 2 of a Plan entitled "Survey and Subdivision for Putnam Farm of Piermont in Piermont, NH" prepared by Roy Sabourn, LLS, surveyed June and July 1992, and recorded as plan 7277 in the Grafton County Registry of Deeds.

Jasper E. Putnam, Jean D. Putnam, Ellen A. Putnam, wife of James E. Putnam, and Cynthis R. Putnam, wife of William N. Putnam, join in this conveyance for the release of homestead rights.

These significant conservation values are set forth in detail in baseline documentation entitled "Putnam Farm 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.

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B. The Property may be subdivided only once, using as the dividing line State Highway 25, which naturally separates the Property into two distinct tracts. Thereby, Tract I and Tract II as described in Appendix A may be sold, transferred, devised or conveyed separately from one another.

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.

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

D. 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.

E. Grantor reserves the right to construct, install, and maintain a sub-surface septic system and associated leach fields on the Property to serve the lot designated as lot "B" on the aforementioned Plan.

F. Grantor reserves the right to construct, install and maintain a subsurface septic system and associated leach fields on the Property to serve the lot designated as Lot "C" on the aforementioned Plan.

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. The Grantee is hereby granted a trail right-of-way and easement of 12 feet in width for use by the public. Said trail is to be accessed to the east of the heifer barn and lead to the riverbank from the rear

of the heifer barn following the farm road. The approximate location of said trail is 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.

D. In connection with the public's use of the trail described above in Part C., the Grantee is hereby granted the right to construct, manage, use, and maintain a parking area to accommodate not more than three vehicles and to encompass an area not to exceed 250 square feet. The approximate location of this parking area is shown on the aforementioned Plan. The location of said parking area may be changed from time to time with the mutual written consent of the Grantee and Grantor.

E. 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 aforementioned Plan if necessary for the purposes of sustaining the scenic views across the fields.

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. MERGER OF FEE WITH CONSERVATION EASEMENT INTEREST

The Grantor and the Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the conservation easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the conservation easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine. The intent of the parties is to protect the Property in accordance with New Hampshire Revised Statutes Annotated 221-A, which provides in section 11 that "the sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited" and that "no deviation in the uses of any land or interest in land so acquired to uses or purposes not consistent with the purposes of this chapter shall be permitted."

10. 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 51 day of January, 1992.

Jasper E. Putnam
Jasper E. Putnam, Partner

Jean D. Putnam
Jean D. Putnam, Partner

William N. Putnam
William N. Putnam, Partner

James E. Putnam
James E. Putnam, Partner

IN WITNESS WHEREOF, I, Ellen Putnam, wife of James E. Putnam, hereby waive any and all rights of homestead this 51 day of January, 1992.

Ellen Putnam
Ellen Putnam

IN WITNESS WHEREOF, I, Cynthia Putnam, wife of William N. Putnam, hereby waive any and all rights of homestead this 51 day of January, 1992.

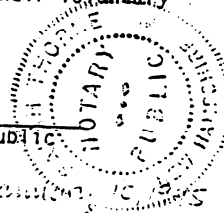
Cynthia Putnam
Cynthia Putnam

The State of New Hampshire
Grafton, ss.

Personally appeared Jasper E., Jean D., William N., James E. Putnam, Ellen Putnam and Cynthia Putnam who acknowledged the foregoing to be their voluntary act and deed.

Before me,

John A. Thayer
Justice of the Peace/Notary Public
My Commission Expires January 15, 1995



BK2006 Pg0607

DKZUUU RUUUU

Tract I: Sheet 1 of "Survey and Subdivision for Putnam Farm of Piermont in Piermont, N.H." surveyed June and July, 1992, prepared by Sabourn Surveying, Inc., of Thornton, N.H., recorded as Plan Number 7277 in said Registry:

thence in generally a northwesterly direction along said Route on a curve to the right with a radius of four hundred twenty-five (425.00) feet a distance of seventy-four and eighteen hundredths (74.18) feet to a point; thence

thence in generally a northwesterly direction along said Route on a curve to the left with a radius of five hundred sixty-one (561.00) feet a distance of one hundred forty-one and fifty-three hundredths (141.53) feet to a point on the southeasterly sideline of the Connecticut River, so-called;

South $17^{\circ} 42' 14''$ West one thousand one hundred thirty-two and forty-seven hundredths (1,132.47) feet; thence

South 05° 44' 38" West two hundred twenty-two and twenty-eight hundredths (222.28) feet along land of said Martin to an iron pipe found and at land now or formerly of Clyde A. and June F. Cummings; thence

South 06° 14' 36" West two hundred fifty-six and ten hundredths (256.10) feet along land of said Jennings and along, in part, land now or formerly of Ronald E. Hartley to a rebar set and at other land of Putnam Farm; thence

South 74° 06' 34" West one hundred eighty-eight and forty-seven hundredths (188.47) feet along other land of Putnam Farm to a stone post found and at land now or formerly claimed by Clarence E. Clark Heirs; thence along land of said Heirs the following courses and distances:

North 85° 50' 47" West one hundred seventeen and thirty-one hundredths (117.31) feet to a stone bound found;

South 00° 47' 54" East two hundred nineteen and ninety-eight hundredths (219.18) feet to a stone bound found and on the northeasterly sideline of Route 25;

thence in generally a northwesterly direction along said Route on a curve to the left with a radius of two thousand nine hundred nineteen (2,919.00) feet a distance of one hundred fifty-six and ninety-seven hundredths (156.97) feet to a point; thence

North 74° 32' 07" West two hundred thirty-nine and thirty hundredths (239.30) feet along said Route to a point;

thence along said Route on a curve to the left with a radius of nine hundred eighty-eight (988.00) feet a distance of sixty-two and forty-nine hundredths (62.49) feet to a rebar set and at other land of Putnam Farm; thence along other land of Putnam Farm the following courses and distances:

North 05° 30' 00" West one hundred eighty and sixteen hundredths (180.16) feet to a point;

North 84° 00' 00" West two hundred fifty-five (255.00) feet to a rebar set;

North 18° 51' 31" West one hundred seventy-nine and forty-two hundredths (179.42) feet to a rebar set;

South 89° 30' 00" West one hundred thirty-five (135.00) feet to a rebar set;

South 11° 00' 00" West three hundred forty (340.00) feet to the point of beginning, said parcel containing thirty-three and ninety-three hundredths (33.93) acres.

There shall be **excepted and reserved** from this conservation easement a parcel of land located in the southwest corner of land of the Putnam Farm on the North side of Route 25 described as follows:

Said parcel is thirty-five (35) feet in width extending northerly from the existing northerly right-of-way side line of Route 25.

The length of said parcel extends from the westerly boundary of the Putnam Farm land to the East side of the existing middle driveway, as shown on the aforesaid Plan, with a constant width of thirty-five (35) feet.

BR2006 P00007

Tract II: Sheet 2 of "Survey and Subdivision for Putnam Farm of Piermont in Piermont, N.H." surveyed June and July, 1992, prepared by Sabourn Surveying, Inc., of Thornton, N.H., recorded as Plan Number 7277 in said Registry:

Beginning at a point being a rebar set on the southeasterly sideline of Route 25 and at land now or formerly of Suzanne and Alexander Medlicott, Jr. and at an old wire fence; thence along land of said Medlicott and said wire fence the following courses and distances:

South $05^{\circ} 50' 45''$ East two hundred twenty-three and eighteen hundredths (223.18) feet to an iron pipe set;

South $01^{\circ} 35' 45''$ East three hundred fifty-five and seventy-four hundredths (355.74) feet to a rebar;

South $00^{\circ} 35' 45''$ East two hundred sixty and eight hundredths (260.08) feet to an iron fence stake found and at land now or formerly of W. Donald and M. Madona Kuntz; thence along land of said Kuntz the following courses and distances:

South $45^{\circ} 24' 13''$ West five hundred fifty and twenty-one hundredths (550.21) feet to a rebar;

South $10^{\circ} 12' 21''$ West thirty-seven and seventy-two hundredths (37.72) feet to a rebar;

South $13^{\circ} 41' 04''$ East one hundred fourteen and eighty-nine hundredths (114.89) feet to a rebar;

South $24^{\circ} 45' 32''$ East four hundred forty-seven and eighty-four hundredths (447.84) feet to a rebar;

South $32^{\circ} 36' 08''$ East seventy-five and one one-hundredth (75.01) feet to a rebar;

South $39^{\circ} 47' 07''$ East one hundred fifty-seven and forty-three hundredths (157.43) feet to a rebar;

South $48^{\circ} 50' 13''$ East eighty-four and forty-eight hundredths (84.48) feet to a rebar;

South $34^{\circ} 36' 42''$ West six hundred fifty-five and seventy-three hundredths (655.73) feet to a rebar;

South $34^{\circ} 36' 42''$ West forty (40) feet to a point on the southeasterly edge of a channel of the Connecticut River, so-called; thence in generally a northwesterly then southwesterly direction along the edge of said channel a distance of two thousand four hundred sixty-eight (2,468+/-) feet, more or less, to a point on the southwesterly edge of said channel, said southeasterly point connected to said southwesterly point by the following tie courses:

North 31° 35' 35" West five hundred eleven and sixty-five hundredths (511.65) feet to a point;

North 61° 20' 59" West four hundred eighty-four and forty-six hundredths (484.46) feet to a point;

South 82° 14' 51" West six hundred ten and sixty-five hundredths (610.65) feet to a point; and

South 09° 54' 51" West eight hundred twenty-two and nineteen hundredths (822.19) feet to said southwesterly point;

thence in generally a southwesterly, northwesterly and northeasterly direction along the edge of the Connecticut River a distance of four thousand six hundred twenty-two (4,622+/-) feet, more or less, to a point on the southwesterly sideline of Route 25, said point on the southwesterly edge of the channel connected to the aforementioned point on Route 25 by the following tie courses:

South 65° 07' 14" West seven hundred ninety-nine and seventeen hundredths (799.17) feet to a point;

North 15° 58' 34" West three hundred seventy-five and twenty-four hundredths (375.24) feet to a point;

North 21° 32' 25" East three hundred forty-two and seventeen hundredths (342.17) feet to a point;

North 31° 57' 37" East one thousand two hundred eighteen and twenty hundredths (1,218.20) feet to a point;

North 27° 44' 32" East one thousand fifty-one and seventy-one hundredths (1,051.71) feet to a point;

North 08° 04' 01" East eight hundred seven and thirty-three hundredths (807.33) feet to the point on Route 25; thence along said Route on a curve to the right with a radius of four hundred ninety-five (495) feet a distance of one hundred twenty-three and eighteen hundredths (123.18) feet to a point; thence

South 59° 52' 05" East seventy-seven and forty-three hundredths (77.43) feet along said Route to a point; thence along said Route on a curve to the left with a radius of four hundred ninety-one (491) feet a distance of two hundred seventy-eight and twenty-two hundredths (278.22) feet to a rebar and at other land of Putnam; thence along other land of Putnam the following courses and distance:

South 02° 20' 04" East two hundred fifty and sixty-seven hundredths (250.67) feet to a point;

North 87° 39' 56" East one hundred ninety-nine and eighty-one hundredths (199.81) feet to a rebar;

North $14^{\circ} 03' 07''$ West two hundred fifty-five and sixty-five hundredths (255.65) feet to a point on the southeasterly sideline of said Route 25;

thence along said Route on a curve to the right with a radius of nine hundred twenty-two (922) feet a distance of two hundred sixty and eight tenths (260.80) feet to a point; thence

South $74^{\circ} 32' 07''$ East two hundred thirty-nine and thirty hundredths (239.30) feet to a point;

thence continuing along said Route on a curve to the right with a radius of two thousand eighty hundred fifty-three (2,853) feet a distance of one hundred fifty-seven and eighty hundredths (157.80) feet to the point of beginning, said tract containing ninety-three and forty-nine hundredths (93.49) acres.

RECEIVED

92 DEC 31 PM 1:33

GRATIOT COUNTY
REGISTRY OF DEEDS

BLK2006 Pg0612

Attachment 2 - Putnam (south parcel) survey with proposed pit site noted

SHEET 2 OF 2

SURVEY FOR

PUTNAM FARM OF PIERMONT

IN

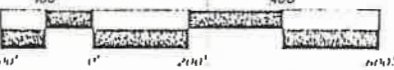
PIERMONT, N. H.

SURVEYED JUNE - JULY 1992

BY SABOURN SURVEYING INC.

R.R.1 BOX 614

THORNTON, N. H.



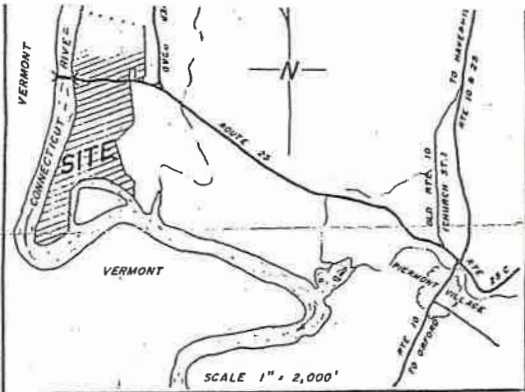
SCALE 1" = 200'

REFERENCE DEED BOOK 1497 PAGE 205

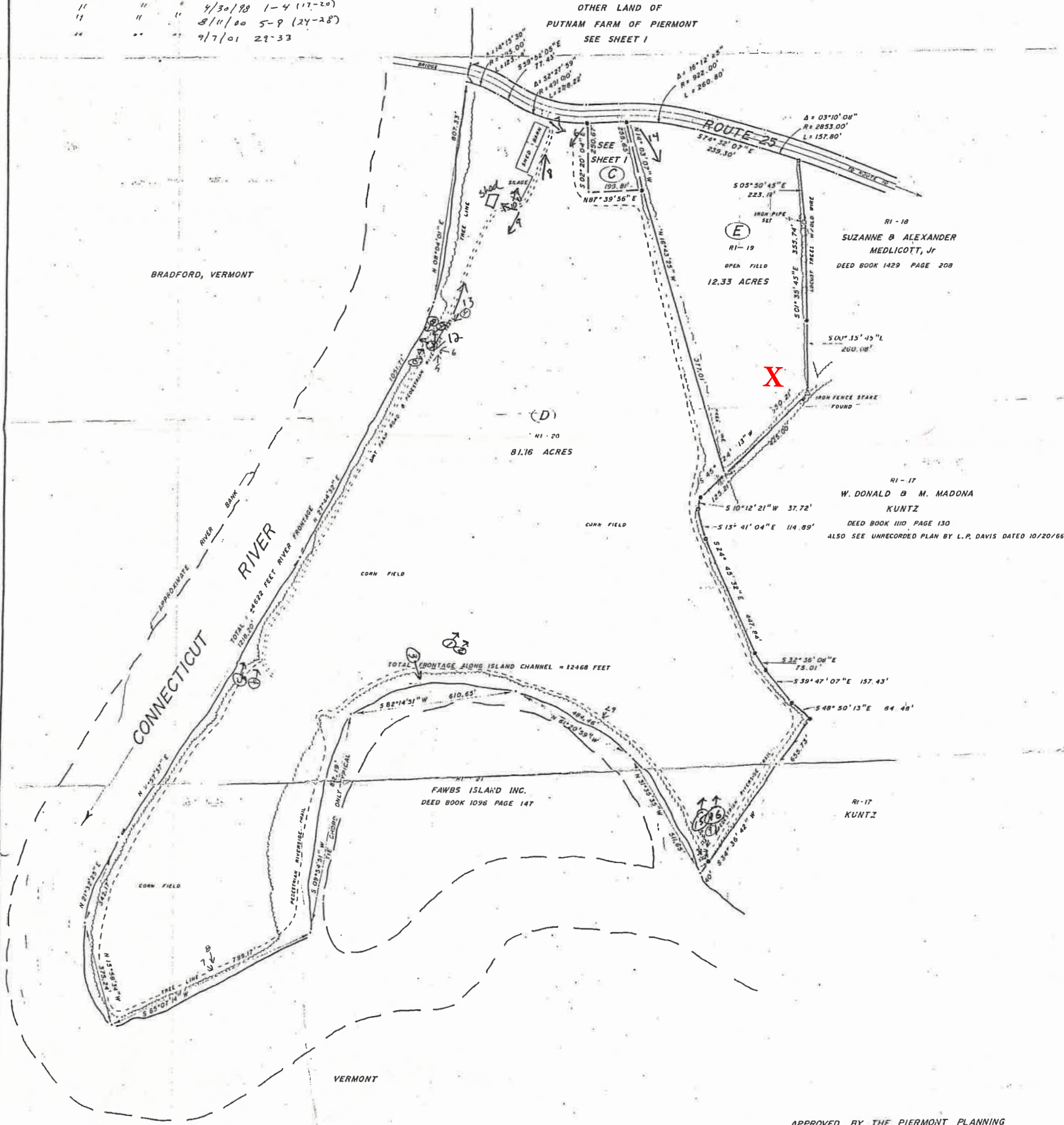
TAX MAP RI PARCELS 19 & 20

Putnam 127.14 acre easement
Baseline Documentation Photo Points

Monitoring PHOTOS ON 11/15/94 (1-16)			
11	"	4/30/98	1-4 (17-20)
12	"	8/11/00	5-9 (24-28)
24	"	9/7/01	29-33



LOCATION MAP



APPROVED BY THE PIERMONT PLANNING BOARD ON 5/19/92, CERTIFIED BY CHAIRMAN [Signature] AND SECRETARY [Signature]



8/17/92

Attachment 3 - Manure pit site schematic



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

NOT FOR CONSTRUCTION
DRAFT
FOR REFERENCE ONLY

Putnam Manure Storage
Newmont Farms

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

General (ad hoc) Map

Client(s): NEWMONT FARM LLC
Grafton County, New Hampshire
Approximate Acres: 375.50

Assisted By: ANNE LICHTNER
NRCS
ORFORD SERVICE CENTER
GRAFTON COUNTY CONSERVATION DISTRICT

Land Units: Tract 2010, Fields 3

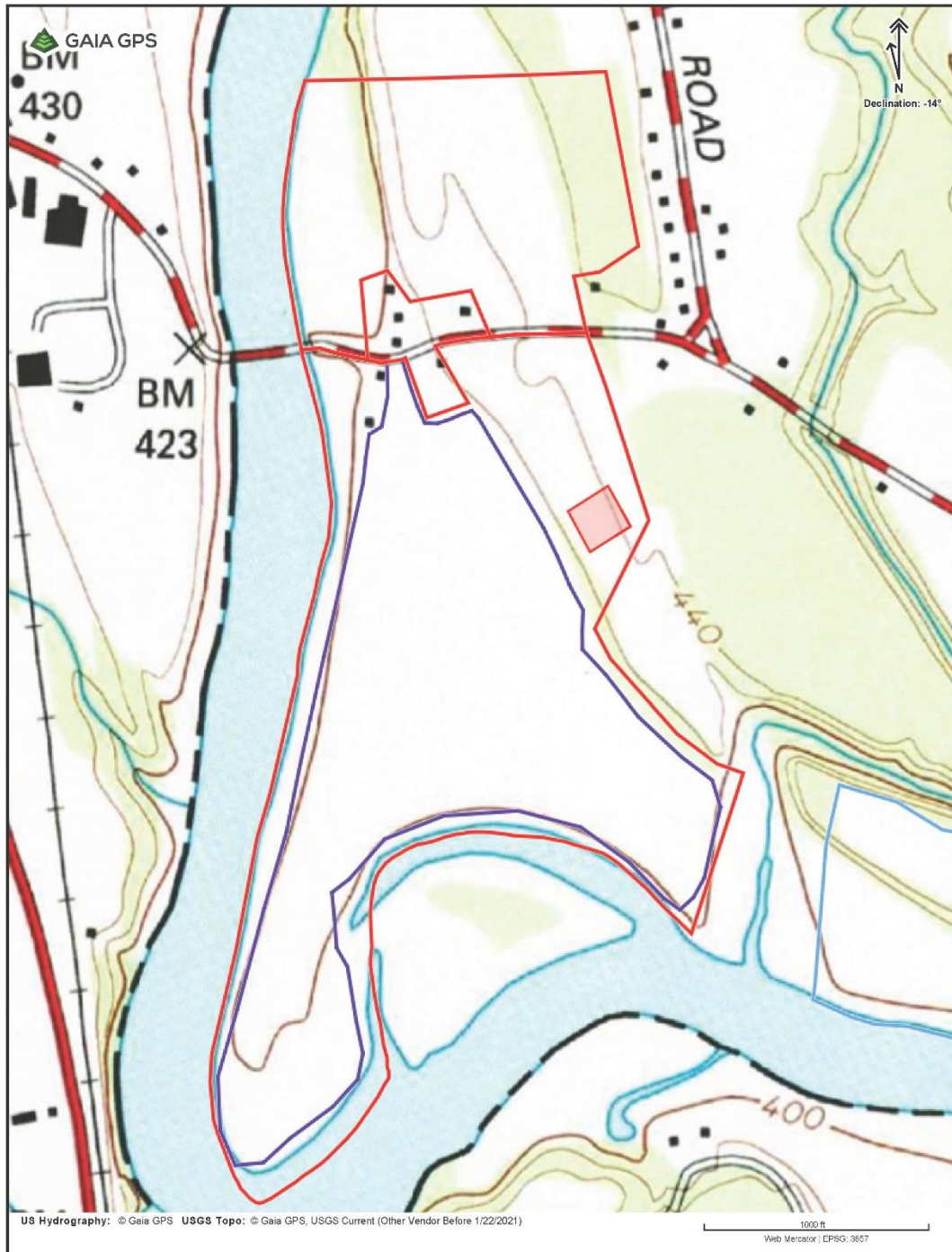


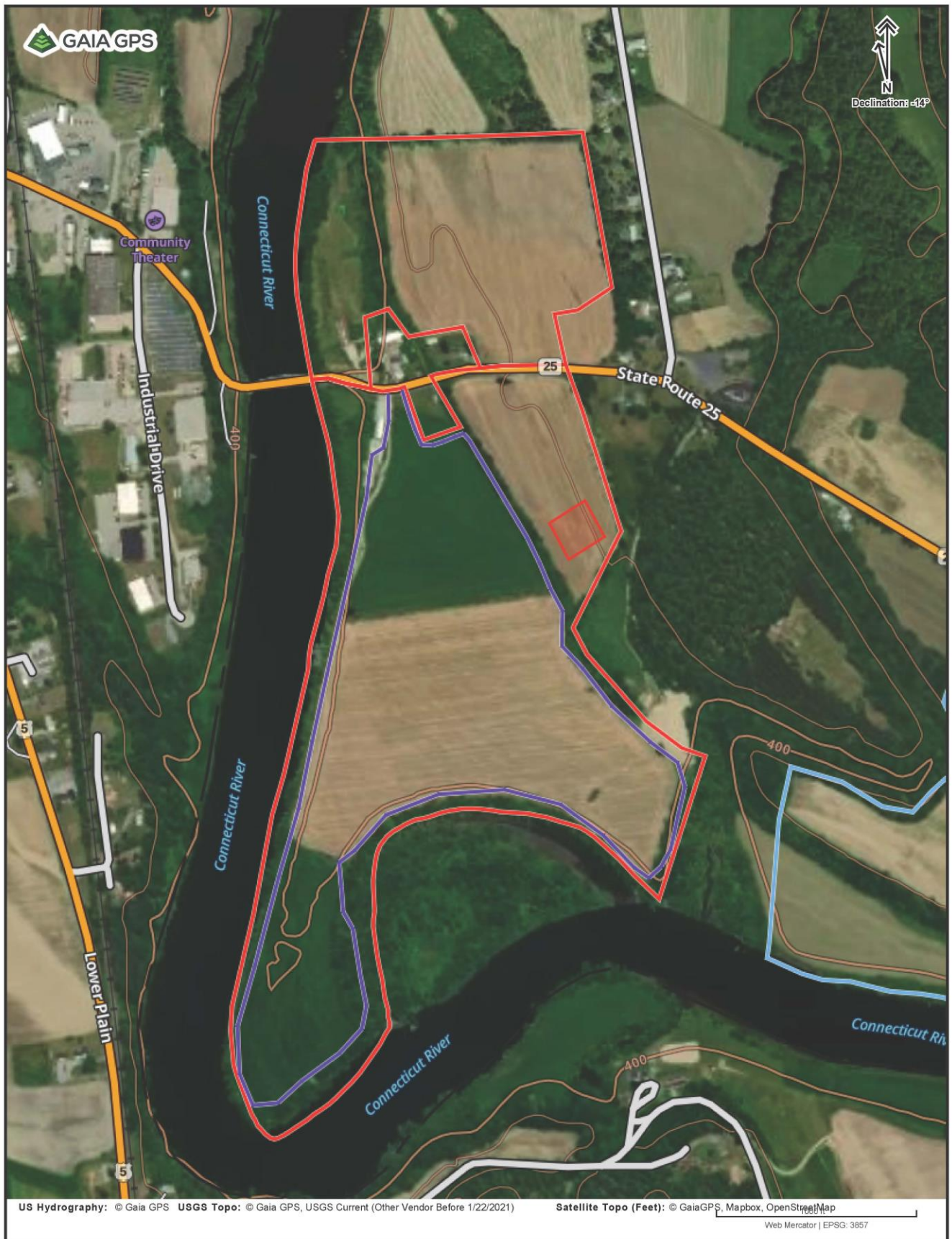
Prepared with assistance from USDA-Natural Resources Conservation Service



Attachment 5 – Putnum Farm Topographic Map and Recreational Features

- Red outline = Putnum Farm conservation easement boundaries
- Red-shaded square = proposed pit site
- Dark blue line = 12-ft wide trail right-of-way / easement granted to the State of NH via Putnum CE Deed Section 4.C ***forested edge of field obscures view of pit site from trail ROW



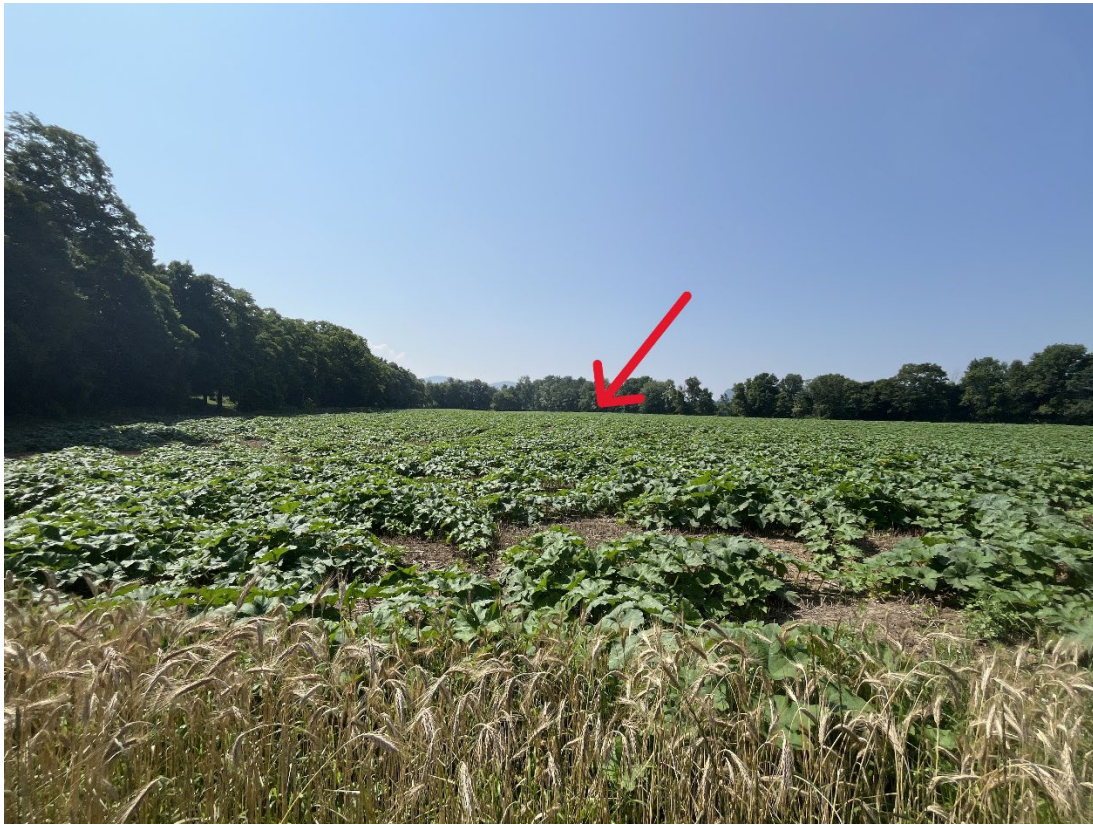


Attachment 6 – Manure pit photograph example provided by engineer

- HDPE-lined pit with concrete floor
- Pit dimensions 240' x 260' x 16' deep



Attachment 7 – Putnum Farm Manure pit location photographs taken by Charlotte Harding 7/16/2025



Photos above and below are taken from State Route 25, looking south.
Red arrow indicates approximate location of proposed manure pit.



