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 Batchelder & Hahn conservation easement located along the Connecticut River and River Road in the town of Piermont, which was purchased under the former Land Conservation Investment Program (LCIP).

The original Batchelder & Hahn conservation easement was comprised of 2 parcels totaling ~101 acres on opposite sides of River Road. In 2012, the conservation easement was subdivided twice to create 4 separate lots. These 4 lots are currently owned by 2 separate landowners: Walter Gladstone (~91 acres) and Joseph Perry (~10 acres). The 91 acres owned by Gladstone are separated into a 40-acre lot on the west side of River Road, and a 51-acre lot on the east side of River Road.

Walter Gladstone is proposing to build a concrete manure pit on his easement lot on the east side of River Road 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 <u>Liquid Manure Injection factsheet</u>.

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,

Shawn Jasp

Commissioner

Conservation Easement - Activity Information Form

CE Original Grantor Name: Batchelder & Hahn Form prepared by: Charlotte J. Harding

Local Property Name: Batchelder / Horse 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 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.
 - This section notes the Property includes over 25 acres of soils of national importance.
- 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 D states no changes in topography, water systems, wetlands, or habitat is allowed that
 would harm state or federally recognized rare or endangered species and cannot be detrimental to the
 purposes of the easement.

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

- o Manure pit would be located on the east side of River Road in an approx. 6-acre field
- o Pit dimensions are 175' x 225' x 14' deep

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

- o 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. Please attach survey, and other scaled maps as necessary, with notations: See attachments Describe all secondary impacts / requirements (such as parking, temporary structures, etc.): NA 6. 7. List of Attachments: 1. Batchelder & Hahn Conservation Easement Deed 2. Batchelder & Hahn CE Survey (East 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 Batchelder & Hahn CE 6. Manure pit photo example provided by engineer 7. Onsite photographs of proposed pit location taken by Charlotte Harding ☐ Approved ☐ Conditional* Pending* **Response from Grantee:** Denied

Date: From: To:

*Conditions / Comments:

Items attached:

13K 1785 PGU31,8

JNSERVATION EASEMENT DEED

We, Verne E. Batchelder and Jeanie L. Hahn, husband and wife, of River Road, Town of Piermont, County of Grafton, 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 executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grant to the State of New Hampshire, acting through the Land Conservation Investment Program, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to Section 501 (c) (3) of the US 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, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

 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. The preservation of open spaces, particularly the productive farmland, of which the land area (and the water area to which it provides access and on which it fronts) subject to the easement granted hereby consists, for the scenic enjoyment of the general public, consistent with the clearly delineated Town of Piermont's conservation policy 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."

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 situated in the Town of Piermont, County of Grafton, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof, and shown on a Plan entitled "Survey of Conservation Easement Land of Verne Batchelder and Jeanie Hahn, River Road, Piermont, NH", dated September, 1988, and revised October 7, 1988 and November 3, 1988, to be recorded.

The Property includes over 25 acres of soils of national importance. It includes over 3300' of frontage along the Connecticut River and a fronts on a scenic public road. The Propery will provide access to the Connecticut River for recreational use by the general public.

These significant conservation values are set forth in detail in baseline documentation on file with the Grantee.

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

1. 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 productive 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, floriculture and horticulture 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, maple syrup, 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 possible 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, great ponds, public roads, or public trails.
- B. The Property shall not be subdivided, except as noted in Section 2, below.
- C. No structure or improvement such as a dwelling, tennis court, swimming pool, road, dam, fence, bridge, airplane landing strip, culvert, tower, mobile home, or shed shall be constructed, placed or introduced onto the Property except as necessary in the accomplishment of the agricultural, forestry, conservation, or outdoor recreational uses of the Property and not detrimental to the purposes of this easement. Fences for the purpose of securing the Property are allowed. Barns and maple sugar houses to support on-site land based forestry and agricultural activities are allowed.
- D. No changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed that would harm state or federally recognized rare or endangered species. Otherwise, none of the aforementioned shall be allowed except as necessary in the accomplishment of the agricultural, forestry, habitat management, conservation or non-commercial outdoor recreational uses of the Property and 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 outdoor recreational uses of the property and not detrimental to the purposes of this easement.
- F. There shall be no mining, quarrying, excavation or removal 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 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 dump \cdot or burial of materials then k $\cdot m$ to be environmentally hazardous, including vehicle bodies or parts.

2. RESERVED RIGHTS

- A. The Grantor reserves the right to maintain, repair, or replace utilities on the Property that serve the Property or unrestricted land of the Grantor.
- 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.
- C. Grantor reserves the right to subdivide the Property two (2) times for the purpose of annexation sales of land to abutting landowners.
- D. Grantor reserves the right to post against vehicles, motorized or otherwise, except as specified in Section 3 below.
- E. Grantor reserves the right to post against hunting around livestock fields when livestock are present and against access on agricultural land during planting and growing season with respect to annually harvested crops and on forest land during the harvesting of forest products or during establishment of orchards, tree plantations, or Christmas trees.
- F. Grantor reserves an unrestricted right-of-way, as shown on the aforementioned Plan, along the existing Class VI road that crosses the Property on the East side of River Road as an access road to other property owned by the Grantor.
- G. Grantor must notify the Grantee in writing before exercising the reserved rights B and C of this Section.

3. 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, 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 16.5 feet in width for pedestrian use by the public. Said trail will parallel the riverbank and be located on top of the riverbank as designated on the aforementioned Plan.
- D. The Grantee has the right to establish, construct, managed, use and maintain a public access to the Connecticut River from the River Road. Such access is to be used to transport car-top boats to the river, but not to be used for parking of cars. The Grantee is hereby granted a right-of-way and easement of 33 feet in width for such access. Said access road will affront on the northern boundary of the Property on the West side of River Road, as shown in the aforementioned Plan.

4. NOTIFICATION OF TRANSI , TAXES, MAINTENANCE

- A. Grantor agrees to notify the Grantee in writing within 10 days of the transfer of title of the Property, or any subdivision thereof permitted hereby.
- B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS, BURDENS AND ACCESS

A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity: the benefits of 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) (l) of the U.S. Internal Revenue Cod, 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, conseyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. BREACH OF EASEMENT

- A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner 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.

7. 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 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.



44.

333

B. The balance of the damages (or proceeds) recovered shall be paid 74.93 to the Grantor and 2518 to the Grantee which percentages represent the full and fair market values of the respective interest of the Grantor and Grantee in the Property which is the subject of this Easement Deed immediately after the execution and delivery hereof taken as a proportion of the sum of said values. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

The Grantee by accepting and recording this 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 Easement Deed is delivered.

IN WITNESS WHEREOF, We have hereunto set our hands this 12th d	lay of
January, 1989.	
Verne E. Batchelder, Grantor Witness	
Jeanie L. Hahn, Grantor Witness	
The State of New Hampshire Gaton Courty, ss. Personally appeared Venne 6'. Batchelder	
and Jeanie J. Hahn	who
acknowledged the foregoing to be their voluntary act and deed. Robert Chamberlin	2:3
Austice of the Peace/Notary Public ROBERT CHAMBERLIN, Notary Public My Commission Expires August 7, 1992	
By: STATE OF NEW HAMPSHIRE By:	"Thinning"
Title: 2x2cutive Director LAND GENTRE MOTOR Constructions Duly Authorized	to Proces

APPENDIX A

Meaning and intending to describe parcels or tracts of land located in Piermont, County of Grafton, State of New Hampshire, as described in a Warranty Deed from Floyd McDonald to Verne E. Batchelder and Jeanie L. Hahn, recorded in the Grafton County Registry of Deeds, Book 1605, Page 828, dated July 1, 1986 and as shown on a survey plan entitled "Survey of Conservation Easement Land of Verne Batchelder and Jeanie Hahn, River Road, Piermont, NH" prepared by Forest Resource Consultants, dated September 1988, and revised November 3, 1988, more particularly bounded and described as follows:

Parcel 1: Being the easterly of two parcels beginning at an iron pin set on the northeast side of River Road, so-called, and at the corner of a wire fence; thence along said Road and said wire fence the following metes and bounds: North 42° 22' East three hundred fifty-nine and nine tenths (359.9) feet to a point; North 43° 36' East three hundred ninety-eight and nine tenths (398.9) feet to a point; North 42° 17' East two hundred seventy-one and two tenths (271.2) feet crossing a fifty (50) foot wide Right-of-Way to a point; North 43° 21' East five hundred sixty-seven (567) feet to an iron pin set in a corner of wire fences and at land now or formerly of S. & C. Musty; thence along land of said Musty and along said wire fence the following metes and bounds: South 44° 42' East one thousand two hundred four and four tenths (1204.4) feet to a concrete bound; South 53° 16' East thirty and six tenths (30.6) feet to a corner formed by said wire fence and the start of a stone wall and at a corner of land now or formerly of Bernatas and Huntington and other land of Batchelder and Hahn; thence along other land of said Batchelder and Hahn and along said stonewall South 25° 13' West six hundred sixteen and one tenth (616.1) feet to the end of said stonewall and at the edge of a Right-of-Way; thence South 25° 13' West twenty-nine and five tenths crossing said Right-of-Way to the start of a stonewall; thence South 47° 39' East sixty and nine tenths (60.9) feet along said stonewall to a corner formed by the end of said stonewall and a wire fence at other land of Batchelder and Hahn; thence along said wire fence and land of said Batchelder and Hahn the following metes and bounds: South 36 10' West five hundred eight and one tenth (508.1) feet to an iron pin set; South 42 09' East one hundred fifty and one tenth (150.1) feet to an iron pin set; South 12 20' East seventy-seven and five tenths (77.5) feet to a point; South 9 48' East one hundred forty and six tenths (140.6) feet to an iron pin set; South 46 46' West three hundred forty-eight and four tenths (348.4) feet to an iron pin set in a corner of wire fences and at land now or formerly of S. & C. Musty; thence along said wire fence and land of said Musty the following metes and bounds: North 44 40' West seven hundred five and four tenths (705.4) feet to a point; North 45 43' West three hundred eighty-three and five tenths (383.5) feet to a point; North 45 35' West seven hundred sixty-seven and one tenth (767.1) feet to the point of beginning, containing 56.4 acres, more or less.

Parcel 2: Being the westerly of two parcels beginning at an iron pin near a stone post set on the northwest side of River Road, so-called, and at other land of Batchelder and Hahn, thence along land of said Batchelder and Hahn North 49 22' West one hundred twenty-two (122) feet crossing an elevated ramp to an iron pin set at a wire fence; thence continuing along land of said Batchelder and Hahn and said wire fence, the following metes and bounds: South 43 36' West fifty-nine and five tenths (59.5) feet to an iron pin set in a corner of said wire fence; North 40° 53' West one hundred seventy-three and three tenths (173.3) feet along said wire fence to an iron pin set in a corner of wire fences; South 36° 53' West four hundred (400) feet to an iron pin set in a corner of wire fences; North 46° 48' West forty-eight and two tenths (48.2) feet along said wire fence to the start of a stonewall; North 49° 16' West fifty-five and two tenths (55.2) feet along said stonewall to a corner in said wall; North

8° 11' East one hundred nine and nine tenths (109.9) feet to a corner in said stonewall; North 73° West one hundred sixty-four and two tenths (164.2) feet to a point along said stonewall; South 76° 22' West two hundred gighteen and six tenths (218.6) feet to a point along said stonewall; South 55° 18' West one hundred and nine tenths (100.9) feet to a corner of stonewalls and at land now or formerly of S. & C. Musty; thence along land of said Musty, the following metes and bounds: North 41° 56' West two hundred thirty-two and four tenths (232.4) feet along a stonewall to the end; North 46° 2' West one hundred thirty-seven and nine tenths (137.9) feet along a wire fenct to an iron pin set in a corner of said fence; thence continuing along said fence the following metes and bounds: South 50° 45' West one hundred eighty-six (186.0) feet to a point; South 49° 27' West four hundred three and nine tenths (403.9) feet to a point; South 49° 27' West four hundred seventy-one and eight tenths (571.8) feet to a point; South 49° 34' West five hundred seventy-one and eight tenths (571.8) feet to a point; South 40° 48' West three hundred seventy-nine and three tenths (379.3) feet to an iron pin set in a corner of wire fences near a large tree and at a corner of land now or formerly of R. & I. Mitchell and land now or formerly of H. & G. Ritchie; thence along land of said Ritchie and along a wire fence near a line of elms, North 65° 55' West nine hundred sixty-eight and one tenth (968.1) feet to the bank of the Connecticut River; thence along said River the following metes and bounds: North 73° 27' East four hundred three and seven tenths (303.7) feet to a point; North 73° 27' East four hundred eighty-seven (387.0) feet to a point; North 73° 27' East four hundred three hundred wenty-four and five tenths (324.5) feet to a point; North 60° 54' East three hundred wenty-four and four tenths (424.4) feet to a point; North 62° 40' East four hundred thency-four and four tenths (426.4) feet to a point; North 62° 40' East five hundred

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GRAFTGI COUNTY
REGISTRY OF DEEDS

Attachment 2 - Batchelder & Hahn (east parcel) survey with proposed pit location noted LOCATION MAP S 08-18' W / 42.2° Tax Map Ril Lot 57 Frederick Shipman Living Trust Book 2675 Page 121 GCRD Plan #10460 Tax Map R11 Lot 51 Adam Bernatas
Book 3349 Page 303
Plan 3-2-47A & 3194 S 61'34' E 1204.4' DETAIL 1 S 70'11' E ROAD 26.26' 551.3' RIVER X Tax Map R11 Lot 2 Town of Piermont Book 215 Page 267 Plan Ref A SEE DETAIL 2 LEGEND 50' ROW RESERVED 1785-348, 2.F. ● IRON ROD OR PIPE FOUND Tax Map R10 Lot 22 Robert A. & David F. Ritchie • IRON ROD SET SEE DETAIL 1 @ CONCRETE MONUMENT FOUND (Glen Farm)
Book 3914 Page 86;
Book 2141 Page 162, GCRP
George F. Ritchie 2003, GCRP
Helen P. Ritchie 2004; BLA DETAIL 2 Tax Map R11 Lot 58 W. & M. Gladstone Book 3875 Page 529 Cons. Ease. Book 1785 Page 348 Plan 5512, Plan 14285 ---- WIRE FENCE ----- WOOD FENCE STONE WALL NOTES:

1. OWNERS OF RECORD:

MAP RIT LOT 56

WALTER IL AND MARCARET IL CLADSTONE

161 MALLARY ROAD

BRADFORD, VERMONT 05033

BOOK 375 PACE 279. CONSERVATION EASEMENT 800K 1785 PACE 348,
PLAN 5512, PLAN 14285. Book 1994 Page 845; Plan 14285 ---- STREAM N 62 15'44" W 519.88" 56.3± Acres Before Subdivision Tax Map R11 Lot 1 5.2± Acres to Lot R11-58-1 Walter and Margaret Gladstone Book 3875 Page 529 COMSENATION EASEMENT (ENCLMBERRIG ALL SA.2 ACPES OF R11-58): STATE OF INF — CONSENATION LIVIN STEMANDSHIP PROCRAM IN CITECT OF LIPSTOT AND PLINNING 107 PLEASANT STREET CONCORD, NEW HILLIPSHIPE 0.3301 800K 1785 PACE 348 51.1± Acres After Subdivision - S 26'40'32" W 153.83' 150.11 Plan 5512, Plan Ref B S 59'04' E New Lot R11-58-1 5.2± Acres from 2. THE CONSERVATION EASEMENT PORTION OF ORIGINAL TAX MAP R11 LDT 56 WAS SURVICTED SEPTEMBER 1980 WISHON COMPASS AND TAPE INTENDED SET TORECO (SEE DOTIO PLAN 5512). LDT 811-56-11 TO 8E SURDINGED WAS SHARED AUX 2013 BY FORECO ILLU USHING TOTAL STATION INCTIONS. SHARED AUX 2013 BY FORECO THE USHING THAN 1-00,000, IN A DAMESTRATIVE RALES LIND 300 OF CASSIFICATION R. THAN 1-00,000 IN A DAMESTRATIVE SHARED WISHOOD SAY OF THE LINDS.
1. ALL FORCES ARE NEMOCROBIO, BEARINGS AND DISTANCES SHOWN ARE TIE LINDS. PLAN REFERENCES: CCRD PLAN 3-2-478; FINAL PLAN, RIVERVALE SUBDIVISION, PLAN PREPARED FOR HEARY RELLY, PART OF HARRISON EDDY PROPERTY, PIERIMONT, N.H., SPRING 1975, BY TRULING, INC. S 63'33'01" E 401.57' N 61'22' W 365.7' ~ N 62'38' W 383.5' N 61'35' W 705.4' MINOR SUBDIVISION Tax Map R10 Lot 18-1 COPO PLAN \$5512. SURVEY OF CONSERVATION CASEMENT LAND OF VEIDNE BATCHELDER AND ALBARE HANN — SURVEYED BY: FORECO FOREST RESOURCE COMBULANTS, ROBERT J. BEPTI, LLS \$102 — DATED: OCTOBER ?, 1988, REVISED: MOYOLOGIE 3, 1988. Tax Map R10 Lot 19 Nathan and Samantha Shipman Nathan and Samantha Shipman Frederick Shipman WALTER & MARGARET GLADSTONE Book 3371 Page 706 Plan #12629 Frederick Shipman CCRD PLAN | 10460: SURVEY PLAT OWNERS OF RECORD FREDRICK AND CAL SHENAM - SURVEYED BY: ROGER W. THRALL LLS | 1604 - DATED: HOVEMBER 27, 1994. Book 3371 Page 706 TAX MAP RII LOT 58 **56.3 ACRES** CORD PLAN \$12629: SURVEY AND SURDOMSION OF THE LANDS OF SUMUEL S.
HUSTY, LOT RIG-18: BOOK 2210/PAGE 3-43, 129 PAGE RCAD, PERSONT,
CRAFTON COUNTY, NH; DATED 1/2007 BY SAL-TECH DESIGNS, LLC, MARK A.
DAY, LLS \$942. RIVER ROAD EAST Prepared by: FORECO, LLC: Forest Resource Consultants PIERMONT, NH CCPD PUM \$14285: LDT UNE ACUISTMENT BETWEEN UNIOS OF WALTER & MARCHET GLOSTICHE AND ROBERT A. & DAVID F. RTICHE - SURVEYED BT: FORECO, LLC. ROBERT J. BENTI, LLS \$103 - CATED: MAY 30, 2012, REV. JULY 26, 2012. GRAFTON COUNTY PO Box 597 Rumney, NH 03266 (603) 786-9544 PLAN RET B: HANCE SUBDIVISION LIVED OF WALTER & MARCARET CLUDSTONE TAX MAP R11 LET 1, 51.8 ACRES, RYCH ROAD, REPROOF, IN: DATE JULY 26, 2012 BY FORECO, LLC. ROBERT J. BERTI, LLS \$103 (TO BE RECORDED). 07/26/2012 RJB, TCH, LEN REV 08/15/2012 RJB, TCH REV 09/18/2012 RJB, TCH Scale 1" = 150' RITCHIE R10-22 DEED & PLAN REF

Attachment 3 - Manure pit site schematic



Attachment 4 - NRCS Satellite Map with proposed pit location

General (ad hoc) Map

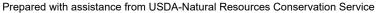
Date: 7/7/2025

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

Land Units: Tract 2628, Fields 8

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

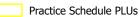






Conservation Practice Points

○ Waste Storage Facility (313)

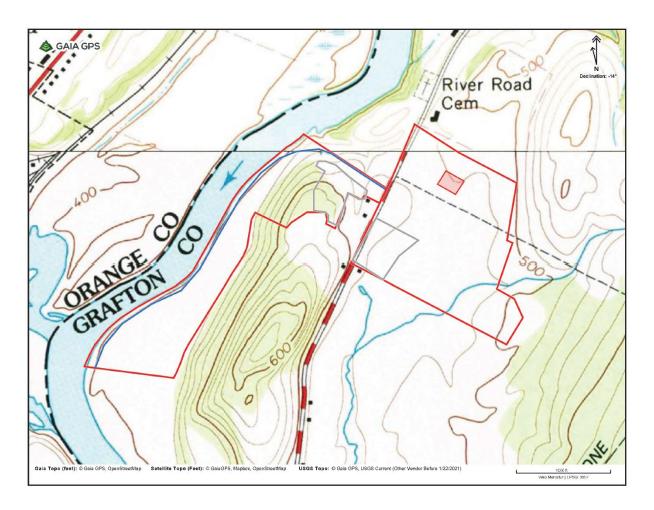






Attachment 5 – Batchelder & Hahn Topographic Map and Recreational Features

- Red outline = Batchelder & Hahn conservation easement boundaries
 - o Gray outlined areas represent different CE ownership
- Red-shaded square = proposed pit site
- Dark blue line (on west parcel) = 16.5-ft wide trail right-of-way / easement granted to the State of NH via Batchelder & Hahn CE Deed Section 3.C.





Attachment 6 – Manure pit photograph example provided by engineer

- Clay-lined pit with concrete floor
- Pit dimensions 175' x 225' x 14' deep



Attachment 7 – Batchelder & Hahn manure pit location photographs taken by Charlotte Harding 7/16/2025



Photos above and below are taken from River Road, looking east. Red arrow indicates approximate location of proposed manure pit.





