New Hampshire Aquatic Mitigation Resource Fund Program

NRCS Regional Conservation Partnership Program

Management/Stewardship Plan 2023

Town of Durham

Pike Property

Packers Falls Road, Durham, NH

Approved

, Deborah Goard, SELT Stewardship & Land Engagement Director

5/22/2023

, NRCS Easement Coordinator

Todd I. Selig
Administrator
Town of Durham
5/12/23

, Town of Durham

Southeast Land Trust of New Hampshire
Phil Auger
Licensed Forester

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I. Geographic Information

Site Name: Town of Durham, Pike Property
Township/County: Durham, Strafford County
Total Site Size: 36.16 acres
Type of Ownership: Fee ownership transfer to the Town of Durham; conservation easement held by the Southeast Land Trust of New Hampshire
Date Acquired: 7/13/2023

II. Introduction

A. Purpose of Management plan

Conservation of this property was funded in part by the New Hampshire Department of Environmental Services (DES), Aquatic Resource Mitigation (ARM) Fund Program as compensation for unavoidable impacts to resources under the DES Wetlands Statute, and Section 404 of the Clean Water Act as administered by the U.S. Army Corps of Engineers (Corps). The purpose of this management/ stewardship plan, hereafter referred to as the "management plan", is to ensure that the property has a baseline documentation report or property conditions report with written descriptions, maps and photographs, that documents the conservation values protected and the relevant conditions of the property as necessary to monitor and enforce the terms of conservation restrictions in the property deed. In the event there are significant changes to the land or the conservation restrictions in the deed (such as a result of an amendment or the exercise of a permitted right), those changes shall be documented in an appropriate manner, such as through monitoring reports, a baseline supplement or current conditions report.

This plan is being written to provide guidance to the Town of Durham and the Southeast Land Trust of New Hampshire (SELT). When the transaction is completed, the Town of Durham will be the fee owner of the property and SELT will hold a conservation easement on the land. In addition to ARM, the plan is written to satisfy requirements of the USDA Natural Resource Conservation Service's Regional Conservation Partnership Program (RCPP). Continued investigations of the natural resource features of this property may result in modifications to this plan more specific to the management of wildlife habitats, invasive species control, protection of water quality, or unusual plant species.

This project involves the acquisition of the fee interest in the 36.16-acre Pike property by the Town of Durham with a conservation easement to be held by SELT. The parcel is located on Packers Falls Road in a relatively rural area on the edge of more densely populated sections of Durham and Newmarket. This and surrounding properties are a mix of small fields and woodland. Conserved lands are immediate abutting parcels on each side boundary and there are many additional tracts of conserved properties in the immediate vicinity. The town owns the abutting Thompson Forest to the west that is

utilized for withdrawal from the Lamprey River to satisfy a portion of its drinking water supply needs.

The Pike Family has owned this property since 1919 when Margaret Pike purchased the land from Kate Lucas. Margaret sold the land to Evelyn and Frank Pike in 1950. In 1962, Frank and Evelyn Pike deeded the property to their three daughters, Alice, Evelyn and Kathleen. The property was deeded to Wilson Pike, the now deceased husband of the current owner, Bonnie Pike, in 1980.

If a separate plan is developed under the Conservation Easement or due to the fee owner's policy, the plan should be consistent with the requirements developed by the funding programs.

B. Long-Term Steward and Responsibilities

The Long-Term Steward of the site is the Town of Durham. The Town of Durham, and subsequent Long-Term Stewards if the property is transferred, shall implement this management plan, managing and monitoring the property in perpetuity to preserve its habitat and conservation values.

Management of the property shall be consistent with the Purposes and Conservation Values of the Conservation Easement which are summarized here:

- The protection and use of the Town of Durham-University of New Hampshire's surface and groundwater drinking water sources; and
- The protection of the undeveloped 1,221 feet of frontage along the federally designated Wild and Scenic Lamprey River; and
- The conservation and protection of open spaces, forest land, agricultural land and the wildlife habitat on the Property including wetland, upland, and aquatic habitat; and
- The enlargement and enhancement of nearby conservation land; and
- The protection, sustainable use, and quality of ground water and surface water resources and the protection of aquatic habitat on and under the Property which are all within the watershed of the Lamprey River; and
- The protection of the ecological integrity of the Property's wetlands, designated 100-year floodplain, vernal pools, and approximately 1,150 linear feet of brooks and streams that are part of the Lamprey River system; and
- The protection of the natural wildlife habitats on the Property including the wetland, riparian, and upland habitats thereon; and
- The protection of the natural habitat of state designated, threatened, endangered and species of greatest conservation need that occur and may occur in the future on the Property; and
- The protection of any known or potential exemplary natural communities that occur or may occur in the future on the Property; and the protection of rare or vulnerable forest and wetland communities that occur or may occur in the future on the Property; and

- The protection of the Property for sustainable low-impact non- motorized public access, recreation and education opportunities that are compatible with and not detrimental to the above listed Conservation Values and do not otherwise limit or interfere with the protection, enhancement, restoration, monitoring, and management of the above listed Conservation Values.

C. Management Plan Review

The management plan will be reviewed at a minimum once every 10 years by the Long-Term Steward. The plan may be revised or supplemented with additional information and management recommendations. Any revisions other than edits that change the management actions beyond standard maintenance activities will be reviewed with the DES and Corps.

Preparation, updates, revisions, and review of the management plan shall be in accordance with the requirements of the Conservation Easement. Pertinent sections of the Conservation Easement are as follows:

Section 2.B.

> "B. RCPP Easement Plan. The Grantor shall prepare an RCPP Easement Plan in consultation with the Grantee and the Chief of NRCS."

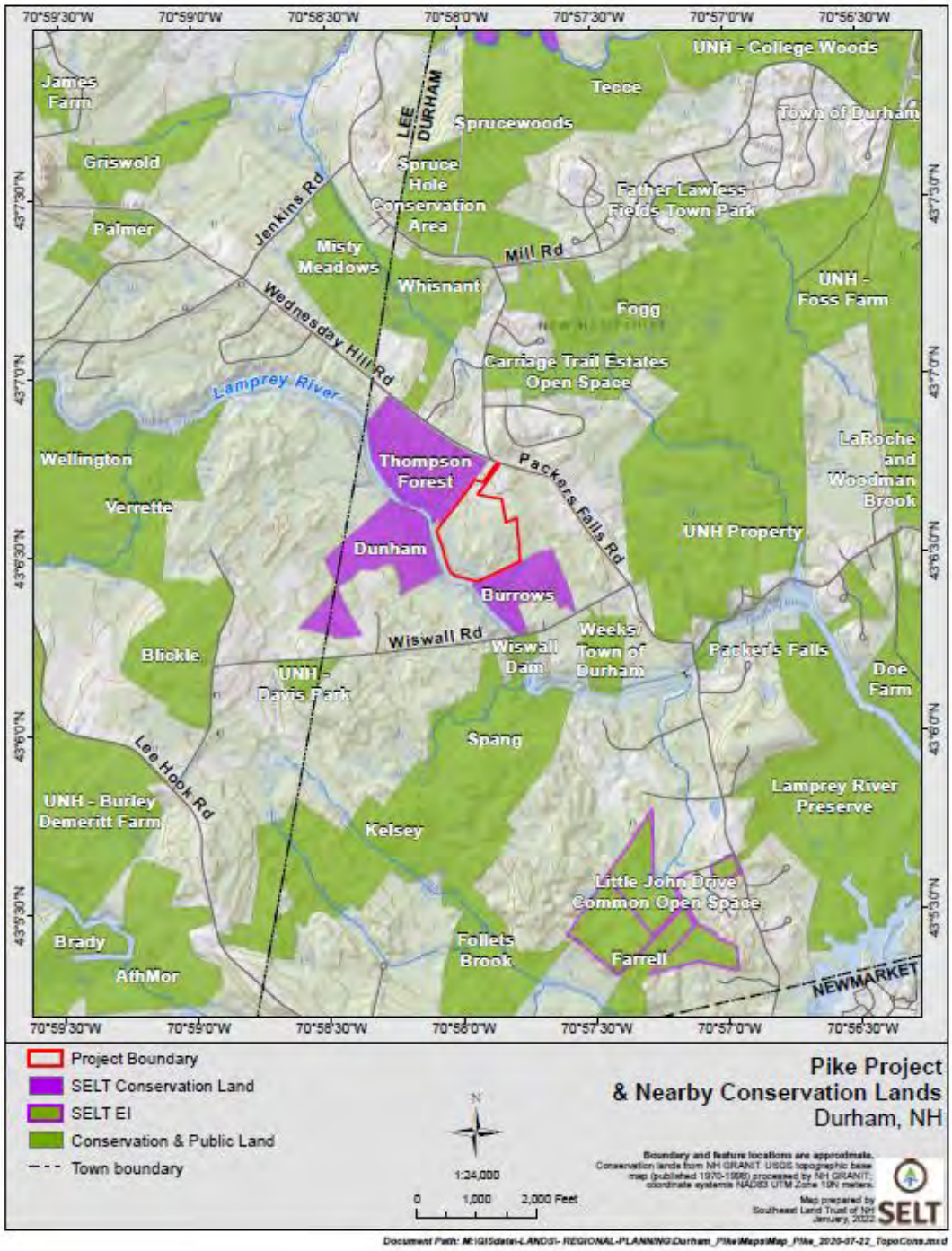
Section 2.B.ii.

> "The Grantor agrees to update the RCPP Easement Plan, in consultation with the Grantee and the Chief of NRCS, in the event the uses or ownership of the Property change. The RCPP Easement Plan and any revisions thereto must be approved by the Grantor, Grantee, and NRCS. A copy of the current RCPP Easement Plan is kept on file with the Grantee."

III. Property Description

A. Setting and Location

The Pike property is located in a relatively rural area on the edge of more densely populated sections of Durham and Newmarket. This and surrounding properties are a mix of small fields and woodland. Conserved lands abut on each side boundary and the Lamprey River is the other major boundary line. The property has a number of vernal pools, and a high percentage of the total land area is made up of poorly drained soils.



B. Directions and Access

From Concord take Route 393 to Route 4 east

Go 31 miles on Route 4 to the Route 155 South in Lee

Go .9 miles south on Route 155 South to Route 155-A East

Go .75 miles east on Route 155-A to a right turn onto Packers Falls Rd

Go 1.5 miles south on Packers Fall Road

The property is on the right (south) side of Packers Falls Road immediately after the Wednesday Hill Road intersection

The forested area is serviced by an old woods road that enters the woodlot at the eastern boundary line where it once connected to a cattle path that led out to Packers Falls Road. The cattle path is now on the abutting Bonnie Pike parcel. At one time, this woods road extended to the Lamprey River and curved westward for a distance; however, the path has not been maintained for some time as it is now overgrown or impassable because of fallen trees.

C. History and Land Use of Property

1. Acquisition History

The Pike Family has owned this property since 1919 when Margaret Pike purchased the land from Kate Lucas. Margaret sold the land to Evelyn and Frank Pike in 1950. In 1962, Frank and Evelyn Pike deeded the property to their three daughters, Alice, Evelyn and Kathleen. The property was deeded to Wilson Pike, the husband of Bonnie in 1980.

Funding sources for the acquisition are as follows:

NH DES DWGTF	$87,606
NH DES ARM	$220,000
NRCS RCPP	$235,000
LRAC	$28,564
GBRPP	$22,075
Town of Durham	$35,000
Landowner	$2,750

2. Land Use

This property and all of the properties in this portion of the Lamprey River corridor were cleared and in agricultural use for centuries. Land clearing here probably began in earnest in the mid-17th century, but native Americans used land along the Lamprey and its tributaries for agricultural purposes long before that. The current forest occupying the property appears to be first generation post-agricultural forest. Tree

size and site characteristics indicate that abandonment of the forested areas took place in the 1920's.

There is evidence of a very limited, carefully done timber harvest 30-40 years ago in the southeastern section of the property beginning at the field edge and extending down to the Burrows boundary line. Stumps indicate that white pine was the target species. The remaining forest here is fully stocked, in very good condition and average tree quality of the dominant trees is very good, all of which are complimentary indicators of the care given in preparing and executing that timber harvest. The eastern portion of woodland is stocked with mature white pine, and a mixed hardwood stand of red oak, shagbark hickory, black birch and a host of other hardwood species.

The harvest did not encompass any of the western half of the white pine stand. There are two good reasons for this. The trees here are younger and at the time of the harvest would have been pole sized trees (6–10-inch diameter). The other reason is that logging access would have been difficult due to the site. There is a significant drainage way that bisects this stand, and the trees are growing on the poorly drained, Scantic soils. White pine is the dominant species here because of the recent past agricultural use but it is poorly suited to this site. Trees in this stand are of low vigor and tree quality is poor. Also, white pine has shallow rooting systems and there is considerable evidence of windthrow here. In time, this portion of the woodlot will revert to red maple, elm and other hardwood species better adapted to these growing conditions. Of note, glossy buckthorn, one of the most dreaded invasive species is well established in the understory here.

There is no indication that the property has been used for recreational purposes in the recent past. The river frontage might occasionally be frequented by paddlers but there is no evidence of this. An old farm trail goes into the property from the field close to the eastern boundary line and can be followed all the way to the river. However, the path has not been maintained for some time.

3. **Cultural Features**

The property boundary lines are in part stone wall lined. The field section of the property is partially edged with stone wall and there are a few other sections of interior walls. There is an old farm path trail that leads to the Lamprey River from the fields. A small, stone foundation of some sort of barn or outbuilding is located on the west side of that trail close to the field edge.

4. **Existing Easements or Other Restrictions**

Other than the conservation easement held by SELT, and the overhead utility and access easement located at the “pipestem” of the property along Packers Falls Road, there are no known easements or other restrictions on the property.

The conservation easement includes a provision (Section 2.F.) for building envelope(s) within which all structures and improvements must be located. All structures and improvements must be necessary for the accomplishment of forestry, agriculture, conservation, habitat management, restoration, outdoor education, or other allowed uses in Sections 2 and 3 of the conservation easement. The location of the Building Envelope for the Pike property is shown below.

5. **Archeological Sites**

There are no known archeological sites on the property.

6. **Human Use Map**

7. **Legal Documents Appendix**

See Appendices 4, 5 and 6 for relevant legal documents (conservation easement deed, property deed, and survey plan).

D. Adjacent Land Uses

The adjacent land uses are a mix of residential development, forest, and farmland. Residential development in this area is a mix of single-family residences located on

large lots along the road frontage and housing situated away from the main roads in newer developments. Fields and other agricultural lands are a significant feature along the main roads in this area. Abutting the Pike property along the Lamprey River and the property's northwest corner is a lot that includes the Town of Durham-UNH water system pump station and water intake. Along much of the Pike property's northern boundary on the abutting Thompson Forest tract is a gated access road that provides access to the pump station. This access road may be a route of access to the Pike property in the future if needed.

IV. Natural Resources

A. Aquatic Resources

See Appendix 1 for the Aquatic Resource Mitigation Fund Documentation by West Environmental completed in August of 2021.

B. Baseline Description of Biological Resources

1. Biological Species and Communities

In addition to the vernal pools and floodplain system associated with the Lamprey River, the 6.4-acre pasture is a critical habitat feature on the property. Fields and other agricultural land uses now occupy under 10% of the state's landscape. This scarcity has resulted in the decline of a long list of species in the state that are dependent on these habitats for some or all of their needs. Therefore, retention of this feature on the Pike property should be a high priority. The questions are what the desired vegetation make up would be and what would it cost to maintain.

If left untended, the pasture will revert to shrubs and trees within a short period of time. Multiflora Rose and autumn olive are already present and taking over the hedge rows and un-mowed areas. One option is to remove the invasives and begin to mow the area in the late part of the growing season at regular intervals. If the mowing is done annually, grasses and sedges will be maintained, and shrubs and trees will be discouraged. The growth of herbaceous vegetation can be favored too by applications of lime and fertilizer. A low-cost soil test would indicate whether this would be beneficial.

If the mowing is done once every three to five years, shrubs and small trees will continue to invade the pasture and the cover will trend toward becoming a shrub thicket. If left for a decade or more, the site will have little or no herbaceous vegetation left and much more expensive mowing machinery such as a Brontosaurus would be required. These are decisions that can best be made after consulting with wildlife biologists. UNH Cooperative Extension, NH Fish and Game and private wildlife biologists are available to help.

As it now stands, the forested portions of the Pike property are a complimentary landscape habitat feature. It provides some level of diversity in this setting which includes the lower reaches of the Lamprey River, scattered but numerous field lands, and a recently abandoned beaver flowage on the abutting Burrows conservation easement property. The forest could be managed now by the town with the employment of a skilled forester if the primary motive is wildlife habitat related. Initiating a harvest that would remove much of the mature forest is not recommended to occur at this time, as there is ample young, untended forest in this setting. Rather the previously managed forest area could be treated much as it was in the past. The results would be a slight enhancement of songbird habitat, and real positive habitat improvements for some of the species of concern likely to use the property. Again, these are question that should be asked of respected wildlife biologists.

See Appendix 1 for the Aquatic Resource Mitigation Fund Documentation by West Environmental completed in August of 2021.

2. Endangered, Threatened and Rare Species, and Species of Special Concern

The NH Natural Heritage Bureau Report for the Pike property includes a number of natural communities, plant species and wildlife within 1 mile of the Pike property that are listed by the Natural Heritage Bureau, which is a reflection of the highly inventoried and rich area that this property is located within. The Pike property may host a number of species listed on the Natural Heritage Report but are not yet documented. Likely species include:

Species	NH Status	Conservation Ranking	
		Global	State
Spotted turtle	Threatened	G5	S2
Wood Turtle	Special Concern	G3	S1
Blanding's turtle	Endangered	G4	S1
Northern black racer	Threatened	T5	S2
Jefferson/Blue spotted salamander complex		GU	S2

See Appendix 2 for the NH Natural Heritage Report

C. Soils & Geology

The soils found on the Pike property are incredibly complex for a parcel of this size. Seven different soil series are found here ranging from glacial till to outwash to marine sediments to alluvium. This kind of diversity is due to the property's location along the Lamprey and close to Great Bay. Much of this area was included in the open waters and coves of that estuary after the last period of glaciation, some 12,000 years ago. This

resulted in the considerably high clay content of many soils in this area, some of which are represented here.

Gloucester – This soil series is a deep, dry rocky glacial till found over a wide-ranging area in New Hampshire. Sometimes it has been referred to as the "NH Soil". On the Pike property it is located where the older residence was situated and in a narrow band extending southward into the pasture.

Charlton – This soil series occupies the second largest area of any of the soils found on the property. Charlton soils are very deep and well drained soils. This is a loamy textured glacial till with much more productivity than the Gloucester series. The best tree growth found on this property is underlain by this soil series.

Buxton – The Buxton series is one of four marine sediments found on this property. These are soils with a relatively high clay content. The clay particles were actually glacial "milk" that settled out in the calm waters of Great Bay. Buxton Soils are generally higher on the topographic sequence of marine sediments and that holds true on this property. Here they are situated close to packers Falls Road with the next two soils found down slope. This soil is rated as prime farmland.

Swanton – This soil is related to the Buxton Series and is located down slope on relatively level terrain. Because of this topography, it is inherently somewhat poorly to poorly drained.

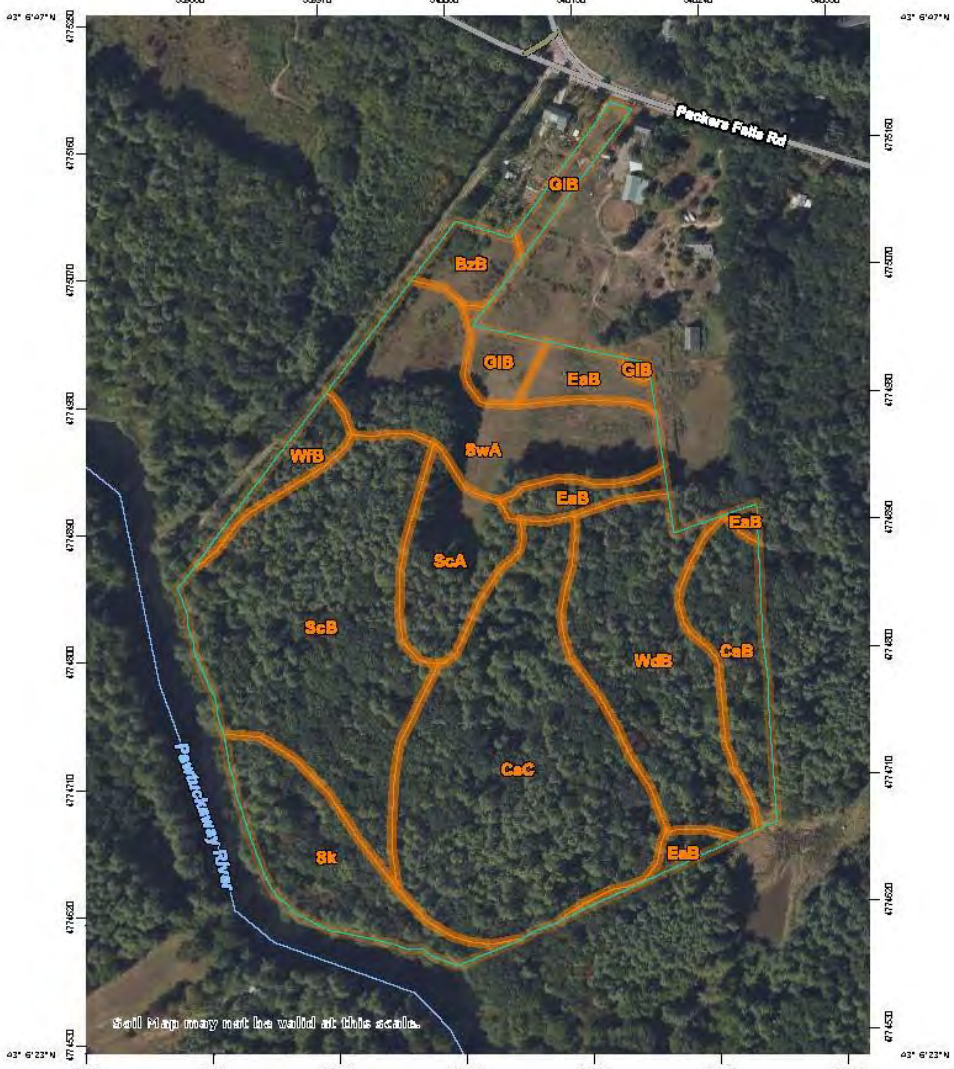
Scantic – This is next in topographic sequence of the marine sediments found on this property. It occupies the largest component of the soils found on the Pike property. This soils series is rated as poorly drained. Much of the pasture and the western section of forested area is underlain by Scantic soil. Trees are often subject to windthrow on this soil because roots are not deeply rooted and there is evidence of a significant wind event here more than 25 years ago.

Windsor – This is a classic outwash soils that is very deep and excessively drained. Often this soil is found in large outwash "plains". Much of the Kingston to Plaistow corridor on Route 125 is located on this soil. On the Pike property, this soil is mapped in part as a variant of the typical series in that the coarse textured sand is deposited over a clay subsoil. The soils map indicates that this variant is found along the western boundary extending down to the Lamprey River and the more typical Windsor is on the eastern edge of the property.

Elmwood – This is an unusual soil series because it is really a mix of outwash and marine sediments. The top layers of Elmwood are a loamy sand deposit that is outwash. Below that are deep layers of marine sediments. Elmwood soils are very productive in part because the clay layer keeps water from percolating downward and is readily available to plants during the growing season. This soil is rated as prime farmland.

Suncook – This is an alluvial soil that historically was the result of seasonal river flooding. These are deep, nearly level, fine textured sands located on this property as one would expect in a narrow band along the edge of the Lamprey River.

Soil Map—Strafford County, New Hampshire
(Pike RCPP Conservation Easement)



Map Scale: 1:3,570 if printed on A portrait (8.5" x 11") sheet.

Meters: 0, 50, 100, 200, 300

Feet: 0, 150, 300, 600, 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

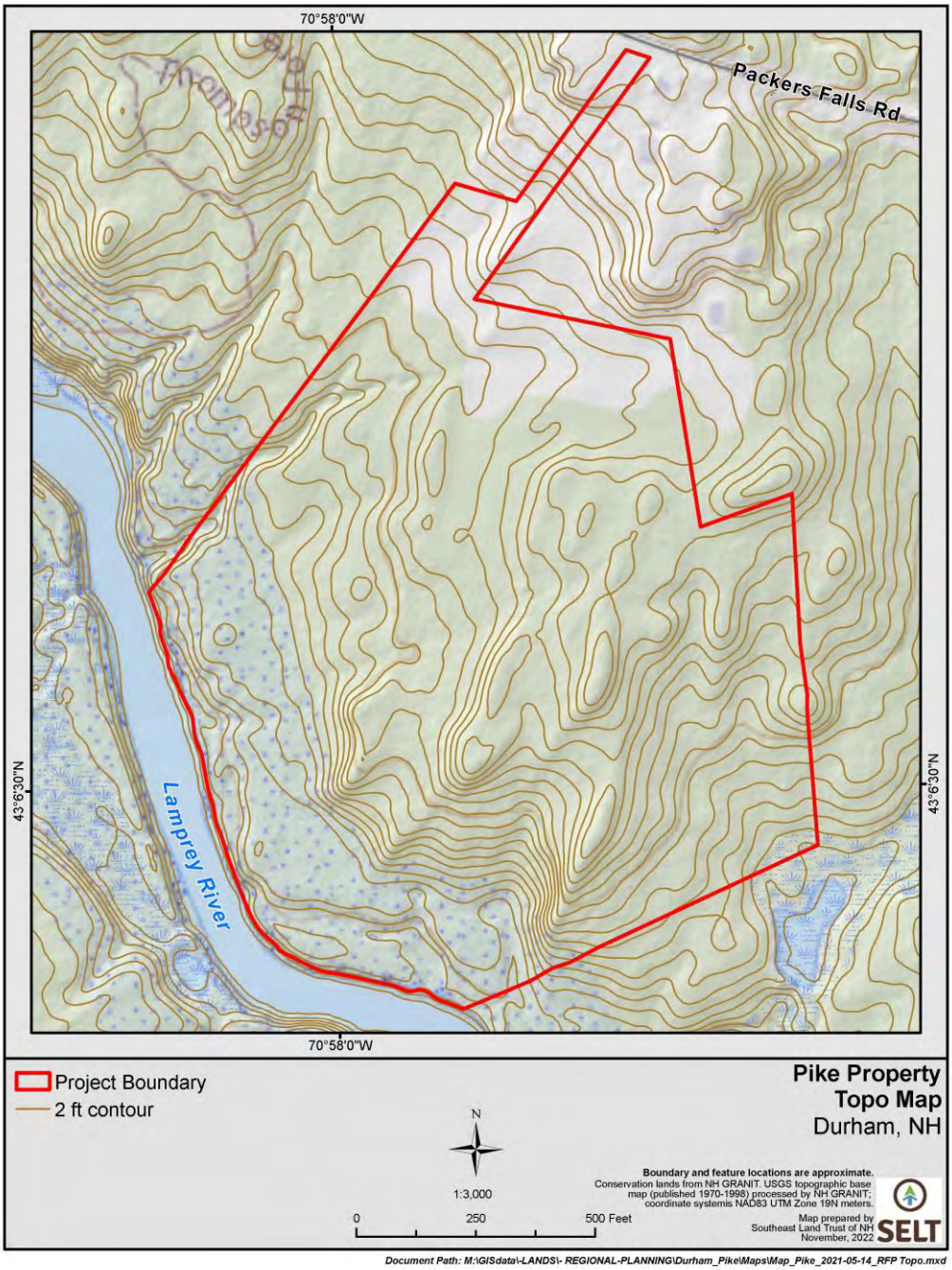
Map Unit Legend

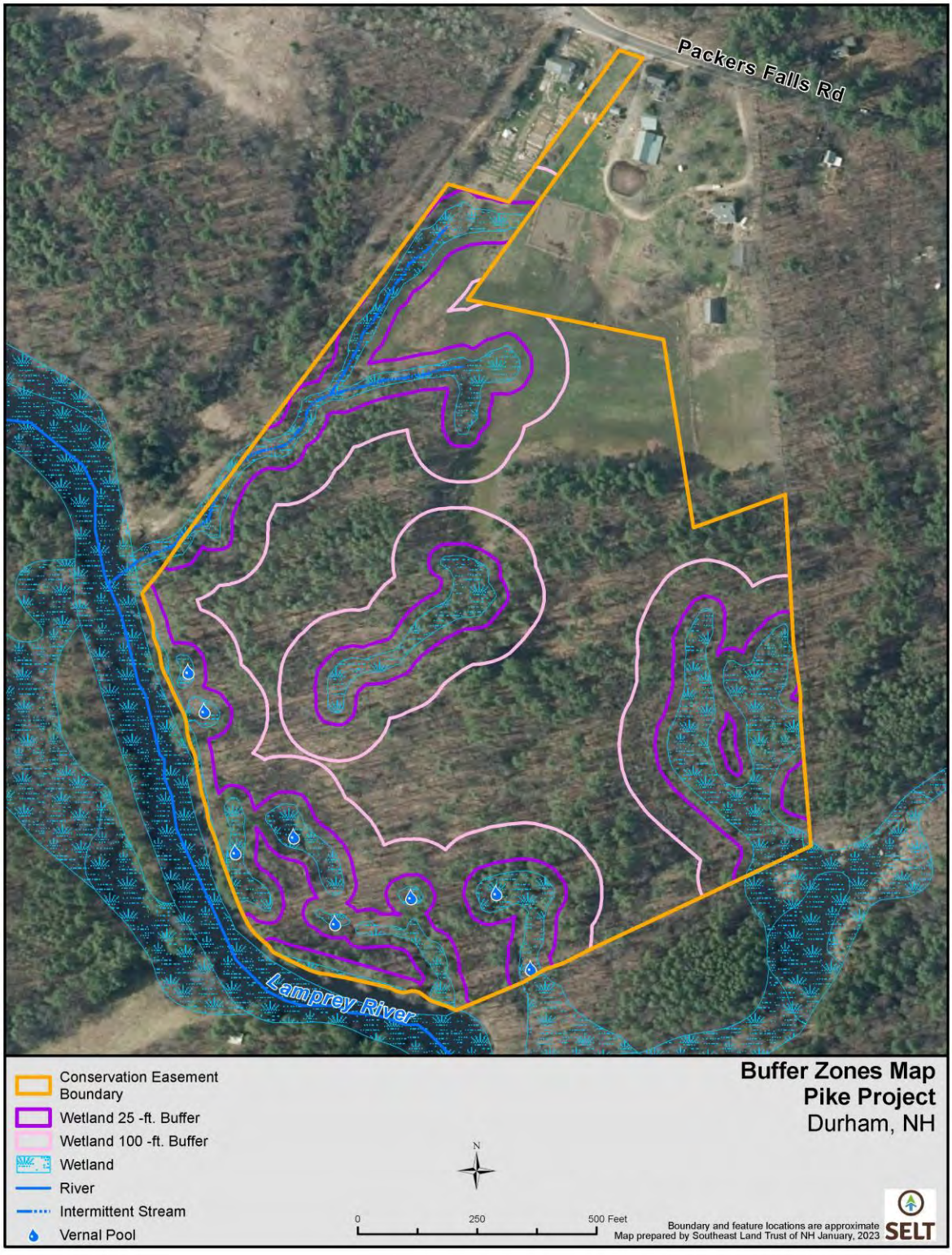
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BzB	Buxton silt loam, 3 to 8 percent slopes	0.7	1.9%
CsB	Charlton fine sandy loam, 3 to 8 percent slopes, very stony	1.9	5.3%
CsC	Charlton fine sandy loam, 8 to 15 percent slopes, very stony	8.8	24.3%
EaB	Elmwood fine sandy loam, 3 to 8 percent slopes	1.6	4.5%
GlB	Gloucester fine sandy loam, 3 to 8 percent slopes	1.1	3.1%
ScA	Scantic silt loam, 0 to 3 percent slopes	1.9	5.4%
ScB	Scantic silt loam, 3 to 8 percent slopes	7.9	21.8%
Sk	Suncook loamy sand	2.7	7.5%
SwA	Swanton fine sandy loam, 0 to 3 percent slopes	4.1	11.3%
WdB	Windsor loamy sand, 3 to 8 percent slopes	4.7	13.0%
WfB	Windsor loamy fine sand, clay subsoil variant, 0 to 8 percent slopes	0.7	1.8%
Totals for Area of Interest		36.2	100.0%

D. Hydrology and Topography

Wetlands on this property are hydrologically driven by groundwater flow and soil structure. All the wetlands on the property are associated with high clay content soils and topography. Groundwater in the northern half of the parcel flows toward the western boundary. The other wetlands and vernal pools are located close to the river at the edge of the alluvial soil. The intermittent stream channels are all drainage ways that were modified during the agricultural periods to drain and manage these soils for crop production or grazing. There is some evidence of east/west “bedding” just south of Bonnie Pike’s residence. Colonial era farmers plowed this area by forming rounded berms to force water to flow toward the western boundary line where it emptied into the stream channel along that boundary which is, in part, an old drainage ditch.

Southeastern New Hampshire weather is classified as humid continental. Precipitation is relatively evenly distributed throughout the year. Total precipitation is approximately 40 inches. Snow depths in this region average around 60 inches. Climate tends to be moderated in this corner of the state due to its proximity to the Atlantic Ocean. High temperatures in July average from 70 to 80 degrees F, while winter temperatures range from 0 to 34 degrees F.




Packers Falls Rd
Lamprey River
Conservation Easement Boundary
Wetland 25 -ft. Buffer
Wetland 100 -ft. Buffer
Wetland
River
Intermittent Stream
Vernal Pool
N
0
250
500 Feet
Buffer Zones Map
Pike Project
Durham, NH
Boundary and feature locations are approximate
Map prepared by Southeast Land Trust of NH January, 2023
SELT

E. Summary of Restored or Enhanced Resources

No restoration or enhancement actions are planned for the property.

F. Threats (existing or potential)

Identify areas that may be of management concern or items that may compromise biological integrity over time. Include any known or potential issues such as:

1. Unauthorized vehicular use

Unauthorized vehicular use is not a threat on this property.

2. Waste Disposal

Waste disposal is not a threat on this property.

3. Invasive Species, Pests and Pathogens

The Pike property has a significant presence of invasive species. The list includes multiflora rose, autumn olive, glossy buckthorn, Oriental bittersweet, Japanese and European barberry. The pasture area is particularly threatened by these plants because of their dominance in the hedgerows, along the field edges and the poor condition of the grass and native herbaceous cover. Glossy buckthorn is present in much of the woodland but more so wherever Scantic soils are found.

Control of these plants would best be accomplished by a combination of mechanical means and the application of herbicides. The conservation easement requires buffers for forestry, soil disturbance, tree or vegetation cutting/removal or application of herbicides or pesticides within the water body or within 25 feet from the normal high water and/or water body edge. Permission can be granted by the Grantee for exceptions for wildlife habitat improvement (See Section 2.C.ii.d. of the conservation easement). The map below provides a visual representation of the buffers to water bodies based on current mapping. Pulling large autumn olive and multiflora rose clumps using a small excavator or backhoe is much faster and successful than doing it by hand. The old fences and barbed wire in the pasture could be removed at the same time. Mowing smaller plants and following up with herbicide application after resprouting is a logical approach which would reduce the amount of herbicide application necessary for control. Glossy buckthorn in the understory can be successfully treated with a stem and foliar application. Cutting and mechanical control are largely unsuccessful.

Invasives control is an expensive, long-term commitment. Single treatments are almost never successful due to resprouting, and viable seeds being carried in by wildlife or present in the soil. However, once an initial treatment has been made, follow up measures can often be delayed for up to three years and are often less costly.

4. Vandalism and Encroachment

Vandalism and encroachment are not threats on this property.

V. Management Vision & Goals

The overall goal of long-term management is to foster the long-term viability of the resources, and any listed species/habitat. Routine monitoring and minor maintenance tasks are intended to assure the viability of the site in perpetuity. Those chosen to accomplish monitoring responsibilities will have the knowledge, training, and experience to accomplish monitoring responsibilities. An objective of this long-term management plan is to conduct regular monitoring to identify any issues that arise and use adaptive management to determine what actions might be appropriate. Adaptive management means an approach to natural resource management which incorporates changes to management practices, including corrective actions as determined to be appropriate. Adaptive management includes those activities necessary to address the effects of climate change, fire, flood, or other natural events. Before considering any adaptive management changes to the long-term management plan, the Long-Term Steward will consider whether such actions will help ensure the continued viability of site's biological resources and conservation values.

The Pike property will be maintained in its current undeveloped condition, for the long-term protection of wetlands, conservation of wildlife and other natural resource features. The Town of Durham will manage the property as habitat with the primary goals being retention and enhancement of wildlife habitat, and protection of water quality. Management of the forest for purposes other than wildlife habitat enhancement or retention are not permitted. Passive recreation will not be encouraged or expanded significantly beyond what currently exists.

Goals
- Water quality protection of the Lamprey River and Durham water supply
- Wildlife habitat maintenance, enhancement, and restoration
- Control of invasive species

To reach these goals, the Long-Term Steward or fee owner will:

1. Maintain the property in its undeveloped state.
2. Protection of Water Quality
3. Maintain and enhance wildlife habitat features on the property.

A. Permitted Uses:

1. Fishing

2. Pedestrian access

B. Prohibited Uses:

1. Unauthorized vehicles
2. Forest Management for purposes other than maintenance or enhancement of wildlife habitats
3. Recreation trail establishment without meeting the conditions of the conservation easement

C. Public Use Guidelines:

The property will not have recreational improvements and instead will be open for general public access for people to explore and wander the property.

VI. Management Actions

A. Natural Resources

1. *Management of wetlands, streams and other natural resources*

Objectives: Monitor, conserve and maintain the site's natural resources. Limit any impacts to resources from human use, vehicular travel, invasive species, or other adverse impacts.

2. *Ecological Monitoring for Threatened/Endangered/Rare/Special Concern Species*

Objectives*:* Monitor population status and trends. Manage habitat to encourage wood, Blanding's and spotted turtles and black racers.

- *Action:* Monitor property regularly and ask volunteers to report on species noted.
- *Action:* Visually observe for changes to occupied habitat, such as changed hydrology or vegetation composition. Record any observed changes.

3. Invasive Species, Pests and Pathogens [Note: Species-specific objectives and Actions will need to be developed in consultation with the appropriate agencies]

Objectives: Monitor and maintain control over invasive species, pests and pathogens that diminish native natural resources on the site. The Long-Term Steward shall consult the Invasive Plant Atlas of New England (available at: http://nbii-nin.ciesin.columbia.edu/ipane/) or appropriate state or federal agencies for guidance on what species may threaten the site and on management of those species.

- Action: Invasive species should be addressed on this property soon. The field area will require that attention before the site is completely overgrown with these plants. Grazing, in fact overgrazing, by horses has helped keep them at bay. Once horses are removed from the pastures and mowing is delayed, woody plants will begin the invasion. Mechanical removal of the large shrubs is the best option

right now followed by spot chemical applications. Woodland plants will for the most part have to be treated chemically for success. Glossy buckthorn requires at least three years of treatment.

4. *Vegetation Management (if approved as part of ARM Fund)*

***Objectives**: Adaptively manage vegetation based on site conditions and data acquired through monitoring to maintain biological values. Analyze effects of any authorized forestry, agricultural or field maintenance activities on the wetlands, vernal pools, streams, and buffers on the site. If determined appropriate, develop and implement specific vegetation management techniques (e.g., selective thinning) in coordination with DES. [Site specific targets for vegetation may be specified here and actions revised or added to achieve those targets].*

Consulting with wildlife biologists on management of the property is a high priority item. This would guide the town in making long term decisions about the pasture, invasive species and whether or not there are valid reasons to manage the woodland to enhance wildlife habitat features.

The pasture on the Pike property is a key wildlife habitat feature that will need to be managed regularly and with care. Invasive plant removal is a first step. Many of the autumn olive and multiflora rose here are large and would be difficult or dangerous to remove by hand. A backhoe or small excavator with a thumb could accomplish the removal in less than 8 hours. Plants should be dug up, shaken and set aside for mowing. All dug holes should be seeded with a conservation mix if the timing is right or with winter rye if not.

This pasture has been overgrazed and poorly maintained for many years. It may be worthwhile to have a soil test done and consider liming and fertilization. Lime needs to be applied first and should be done in either of the shoulder seasons. Fertilization should be delayed for at least six months to allow the pH to adjust. This would also provide time to see if liming alone had enough of a desired effect.

Mowing is the next critical treatment. This needs to be done annually on these soils to avoid reversion to woody vegetation. The goal is to let the herbaceous vegetation flower and bear fruit each year. Therefore, mowing should be done as late as possible. These soils are notoriously difficult to operate machinery on during rainy periods so this will be a difficult timing issue each year. Mid to late October will likely be the best period.

Mowing alone will not stop succession from taking place here. In time, woody vegetation will take over. Controlled burning might be able to be applied if the local fire department and neighbors are willing but that may be a tough sell. Fire can also be applied using high BTU flame spot treatments in wet seasons or open winters.

Unfortunately, town-owned lands do not qualify for USDA NRCS Environmental Quality Incentives Program funding under the current rules. That may change in the future but for now funding to help with management of the property, if desired, will have to be sought elsewhere. The NH Fish and Game Small Grants Program

https://www.wildlife.state.nh.us/habitat/small-grants.html is one source. The US Fish and Wildlife "Partners for Fish & Wildlife Program" https://www.fws.gov/program/partners-fish-and-wildlife is another possible source for wildlife habitat related work. Ted Kendziora https://www.fws.gov/staff-profile/ted-kendziora is the staff person to contact in our region.

Action: If determined to be in accordance with DES requirements, develop a forest management plan for review and approval by the DES.

- *Action:* Forest management on the Pike property is limited to forestry activities that restore or conserve the Conservation Values/Purposes of the conservation easement which are listed in Section II.B. of this Management Plan (see also Section 2.C.ii.l. of the conservation easement). It's difficult to make that justification based on what is present today. However, in time this forest will either need tending or will experience a weather-related event that will require a forest management decision. Thus, with no forest management recommended at this time if the landowner does decide to undertake forest management related activities this plan will need to be updated in accordance with the requirements in the conservation easement and the RCPP. This forest is a wonderful mix of mature white pine, red oak, shagbark hickory and a host of other hardwood species. As it now stands, this forest is a complimentary landscape feature. It provides some level of diversity in this setting which includes the lower reaches of the Lamprey River, scattered but numerous field lands, and recently abandoned beaver flowage on the abutting Burrows conservation easement property. It could be managed now by the town with the employment of a skilled forester with the goals of this program in mind. The results would be a slight enhancement of songbird habitat, and real positive habitat improvements for some of the species of concern likely to use the property, particularly turtles and black racers. With these thoughts in mind, it may be worth investing in a long-term stewardship plan for the property with input from respected wildlife biologists.

B. Infrastructure and Facilities, Security and Public Access

1. Gates, Parking, Fences, Signage, and Property Boundaries

***Objective**: Monitor and maintain condition of gates (if any), signage appropriate to the property, and property boundaries to prevent casual trespass, allow necessary access, and facilitate management.*

- *Action:* Installation of an access way from Packer's Falls Road may be necessary for routine maintenance of the Pike Property. If this takes place, a gate may be needed to deter unauthorized entry. Access may also come from the service road along the northern boundary of the Pike property on the Town's Thompson Forest lot.

- *Action:* Maintain gates, signs, and property boundary markers as necessary. Repair or replace as necessary, and as funding allows.

- *Action:* Removal of fencing and obstructions are recommended regardless of the wildlife management decisions. The pasture layout is such that it will inhibit access to and use of the property.

2. *Roads, Trails and Structures – Not Applicable*

3. *Trash and Trespass – Not Applicable*

VII. Funding and Task Prioritization

A. Funding

Budget

Cost	Cost per year	Notes
Staff Time	$500	Annual
Consult with Wildlife Biologist	$4,000 to $5,000	Year 1
Annual Mowing	$600	If pursue mowing. Based on wildlife biologist recommendation could be longer rotation
Monitoring	$225	Annual
Boundary Blazing (every 5 – 10 years)	$1,000	Every 5 to 10 year cost
Management Plan Update (every 5 - 10 years)	$2,500	Every 5 to 10 year cost

Task Prioritization and Cost Estimates

Priority 1: Consult with wildlife biologist to review recommendations in this management plan and secure more detailed recommendations and habitat management plan with regard to management or to defer management for pasture, forest, and invasive species - $4,000 - $5,000.

Priority 1: Removal of fencing and obstructions – Volunteer opportunity with the only cost being hauling to transfer station which could be done with town equipment.

Priority 2: Annual late season field mowing – $600 (8 hours @ $75/hr)

Priority 2: Invasive Plant Removal – NHFG Small Grant Program

Priority 3: If desired, access improvement from Packer's Falls Rd & Gate - $6,000

VIII. Appendices

1. **West Environmental Report**
2. **NH Natural Heritage Bureau Report**
3. **Baseline Document Report (by reference, not attached)**
4. **Survey on 11x17**
5. **Deed from Pike to Town of Durham**
6. **Conservation Easement Deed**

AQUATIC RESOURCE MITIGATION FUND DOCUMENTATION FOR THE PIKE PROPERTY

Prepared for:

Southeast Land Trust of NH
6 Center Street
Exeter, NH 03833

Prepared by:

WEST ENVIRONMENTAL INC.

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603-734-4298 ◆ mark@westenv.net

August 2021

TABLE OF CONTENTS

1. INTRODUCTION

West Environmental, Inc. (WEI) has prepared this report to document the wetland and upland resources proposed for protection on the site known as the Pike Property on Packers Falls Road in Durham, NH.

This 37.4-acre property borders 1,230 feet of the Lamprey River surrounded by conservation land. This property has a diverse landscape including horse pastures, forest, intermittent streams and eight potential vernal pools. There are a total of 11 wetlands ranging in size from a 1.7 acre forested drainage to 0.03 acre vernal pools. There are two intermittent streams on the property totaling 1,150 feet that drain from the under grazed pasture which is designated as Highest Ranked Wildlife Habitat. There are four floodplain vernal pools and four other pools all within 200 feet of the river providing feeding habitat for Blanding's, wood and spotted turtles. The river and its floodplain are also Highest Ranked Wildlife Habitat and all of the wetlands rank high in Ecological Integrity due to the intact landscape. Other Key wetland functions include Floodflow Alteration, Groundwater Discharge, Sediment/Toxicant/Pathogen Retention and critical Sediment Shoreland Stabilization of the river backs. This portion of the river is influenced by the Wiswalll Dam located 1,200 feet down stream which increases the rivers flood storage capacity and provides slow moving water for the rare turtle species. This reach of the river is visible from the scenic outlook of the Wiswall Bridge and provides canoe kayak opportunities for the local residents.

This project through the partnership of the Southeast Land Trust of NH (SELT) and the property owner would permanently protect all of these wetland resources and the uplands surrounding them.

A complete inventory and evaluation of all the wetlands is included in this report. WEI has also provided wildlife observations, plant community data, soils and hydrology information and photo documentation of wetlands.

A Spring 2015 ortho-photo map has been included with wetland boundaries interpreted and digitized by a qualified wetland scientist based on aerial photos, LIDAR and field reconnaissance. These photos show approximate property boundaries based on the digitizing of tax map information. This map also includes wetland IDs and vernal pools.

2. UPLAND PLANT COMMUNITY DESCRIPTION

Pasture
Shrub: Speckled alder, multiflora rose, autumn olive,
Herb: fescue, red clover, bluegrass, redtop, sedges, ragweed, thistle, milkweed

Upland Forest
Canopy: red oak, white pine, sugar maple, beech, black birch, white ash and shagbark hickory, and American elm
Sapling: Canopy species
Shrub: witch hazel, beech, eastern hemlock, hazelnut, barberry, multiflora rose
Herb: Canada mayflower, starflower, teaberry, bracken fern, hayscented fern New York fern
Wildlife Species noted: Grey squirrel, red-white breasted nut hatch, squirrel, deer, chipmunk.

3. WETLAND EVALUATION

Eleven wetland systems were evaluated for this project and this information is displayed in the Function Assessment Table. In some cases similar wetlands and wetlands with several components were evaluated together. Details of the data presentation and methodology are described below. All work was performed by Mark West NH Certified Wetland Scientist who has over 30 years of experience evaluating over one thousand wetlands in New Hampshire.

The wetlands were evaluated utilizing a wetland assessment methodology developed by WEI based in part on the US Army Corps of Engineers New England Divisions Highway Methodology Workbook Supplement and the NH Method for Comparative Evaluation of Wetlands. This evaluation is based on collection of data on the physical characteristics of the wetland through field inspections, research of existing information and best professional judgment. This methodology provides a better understanding of the physical characteristics of each wetland for both its functions and values.

The Wetland Evaluation Data Form includes watershed, soils, vegetation, hydrology and wildlife habitat observations. A photolog of the various wetland components is included to illustrate the physical features of each wetland. The physical features were evaluated to determine if a function is present. The wetland is then evaluated to determine if the function present is a principal function of that wetland based on comparison to other wetlands in the region and using professional judgment. Wetland Inventory Functional Value Assessment Data Forms were completed for each wetland/group (See Appendix A). This assessment evaluates the following wetland functions:

- ***Groundwater Recharge/Discharge*** *– This function includes the ability of a wetland to provide recharge of surface water into the ground and/or discharge groundwater into surface waters.*

- ***Flood-flow Alteration*** *– This function considers the effectiveness of the wetland in reducing flood damage by attenuation of floodwaters for prolonged periods following precipitation events.*

- ***Sediment/Toxicant/Pathogen Retention*** *– The presence of this function reduces or prevents degradation of water quality because the wetland acts as a trap for sediments, toxicants or pathogens.*

- ***Nutrient Removal/Retention Transformation*** *– This function relates to the effectiveness of the wetland to prevent adverse effects of excess nutrients entering surface waters or aquifers.*

- ***Product Export*** *– This function relates to the effectiveness of the wetland to produce food or usable products for human or other living organisms.*

- ***Sediment/Shoreline Stabilization*** *– This function relates to the effectiveness of a wetland to stabilize stream banks and shorelines against erosion.*

- ***Wildlife Habitat*** *– This function considers the effectiveness of the wetland to provide habitat for various types and populations of animals typically associated with the wetland and the wetland edge (includes resident and migratory species) and Fish and Shellfish Habitat.*

The following values of each wetland were evaluated:
Ecological Integrity
Waterbased Recreational Value
Education /Scientific Value
Uniqueness/Heritage Value
Scenic Quality

5. PRESERVATION PARCEL

i. Wetland Plant Community, Soils and Wildlife Observations

Wetland 1 – (PEM1/PSS1/FO1E) Pasture Drainage feeding intermittent stream
Shrub: Speckled alder, multiflora rose*, glossy buckthorn*, Autumn olive*, silky dogwood, gray dogwood,
Vines: Virginia creeper.
Herb: tear-thumb, rough-stem goldenrod, small-white aster, Bidens, leady's thumb, redtop grass, blue iris, sweetflag, bluejoint grass, milkweed, milkvetch, sensitive fern, smartweed, joe pye weed, umbrella sedge, bugleweed, field horsetail, broad leaned cattail, royal fern, buttercup, willow herb.
Soils: Poorly drained silt loam
Hydrology: Seasonally flooded saturated with a 2-foot wide stream channel
Wildlife Species noted: field moose, gray fox, great blue heron, grackle, song sparrow, robin, barn swallow, catbird, house wren, broad winged hawk, eastern blue bird.

Wetland 2 – (PFO1E)
Trees: Red maple, Elm, Quaking aspen.
Shrub: Speckled alder, glossy buckthorn*, multiflora rose*, northern arrowwood, maleberry.
Herbs: Sensitive fern, woodfern, horsetail, bristly dewberry.
Soils: Poorly drained silt loam
Hydrology: stream channel 4-5' wide.
Wildlife Species noted: green frog, red bellied woodpecker

Wetland 3 – **(**R2UBH)
Trees: White Pine Red Maple
Shrub: maleberry, winterberry, glossy buckthorn*, button bush.
Herb:
Soils: poorly drained silt loam with pockets of muck
Hydrology: River channel 50'wide impounded by Wiswall Dam
Birds: Great blue heron, wood duck.
Wildlife Species noted: painted turtle, northern water snake,

Wetland 4a + 4b – (PFO1E)
Trees: red maple.
Shrub: maleberry, winterberry, glossy buckthorn*, buttonbush.
Herb: tussock sedge, deer tongue, cinnamon fern, royal, fern, interior sedge, grasses.
Soils: poorly drained silt loam with pockets of muck
Hydrology: Seasonally flooded to
Birds: northern chickadee.
Wildlife Species noted: grey squirrel, red-white breasted nuthatch, red squirrel, deer, chipmunk.

Wetland 5 – (PFO1/4E)
Trees: red maple, white pine, beech, elm.
Shrub: maleberry, winterberry, glossy buckthorn*, muscle wood, barberry*.
Herb: wood fern, sensitive fern, cinnamon fern,
Soils: Poorly drained silt loam
Hydrology: Seasonally flooded shallow
Wildlife Species noted: Raven, blue jay.

Wetland 6 – (PFO1C)
Trees: red maple, white pine.
Shrub: maleberry, winterberry, glossy buckthorn*, silky dogwood, highbush blueberry, buttonbush.
Herb: sensitive fern, marsh fern, smartweed, royal fern, eastern bur reed, jack in the pulpit, violets.
Soils: very poorly drained muck
Hydrology: floods to 24'' deep. Potential vernal pool.

Wetland 7 – (PFO1/SS1E)
Trees: red maple, white pine, red oak.
Shrub: winterberry, buttonbush.
Herb: royal fern, marsh fern, interior sedge.
Soils: very poorly drained muck
Hydrology: vernal pool floods to 4 feet deep.
Wildlife Species noted: 12 wood frogs, 4 froglets.

Wetland 8a + 8b – (PFO1C)
Trees: red maple.
Shrub: winterberry, buttonbush.
Vines: green briar.
Herb: tussock sedge, marsh fern grasses, hop sedge, false nettle, eastern bur reed, royal fern, grasses, arrow arum
Soils: Very poorly drained muck
Hydrology: holds up to 3' of water.
Wildlife Species noted: 4 wood frogs.

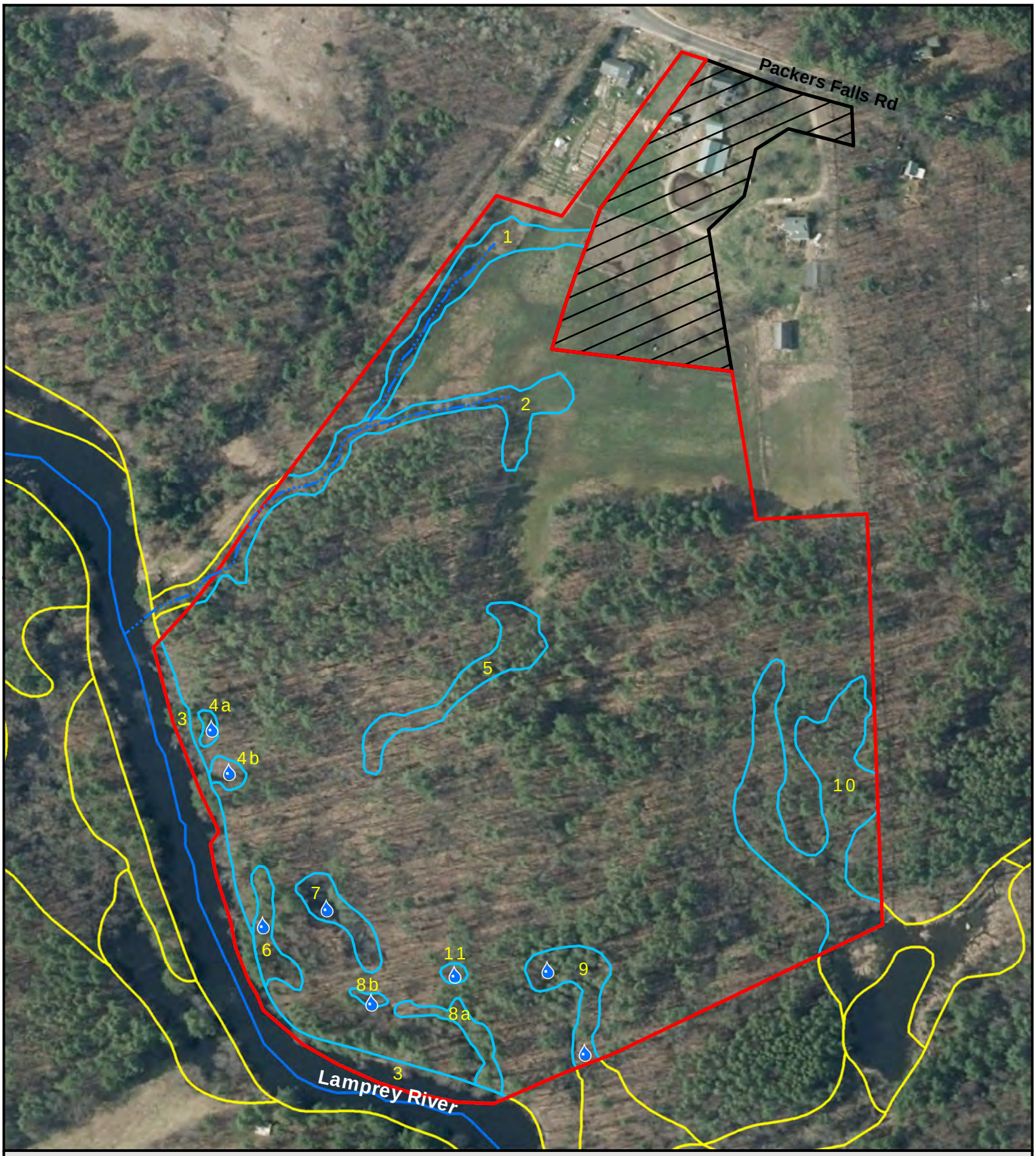
Wetland 9 – **(**PFO4/1E)
Trees: red maple, hemlock, black birch.
Shrub: winterberry, maleberry.
Herb: sensitive fern, false nettle, wood fern, cinnamon fern.
Soils: very poorly drained muck
Hydrology: floods to 18' inches.
Wildlife Species noted: 6 wood frogs

Wetland 10 – (PEM1/FO1E) old beaver pond abandoned.
Marsh:
Herb: grasses, wild lettuce, dark green bulrush, woolgrass, scirpus, reed canary grass, blue vervain*, silky dogwood, glossy buckthorn*,
Soils: very poorly drained muck
Hydrology: recently drained beaver pond.

Wooded swamp:
Trees: red maple, elm, shagbark hickory.
Shrub: winterberry, glossy buckthorn*, multiflora rose*
Herb: sensitive fern, grasses, violets, aster, willowherb, sedges, swamp dewberry.
Soils: poorly drained silt loam
Hydrology: floods to 16' inches.
Wildlife Species noted: Crow, yellow-bellied sapsucker

Wetland 11 – (PFO1E)
Trees: red maple.
Soils: poorly drained silt loam
Hydrology: vernal pool holds up to 2.5 feet of water.
Wildlife Species noted: 6 wood frogs, 2 froglets.

ii. Ortho Photo Maps



Property
Excluded Area
Wetland Boundary
NWI Wetland Off-site
Vernal Pool
River
Intermittent Stream

Pike Property
Map 1 - Aquatic Resources
Durham, NH

N

1:3,000

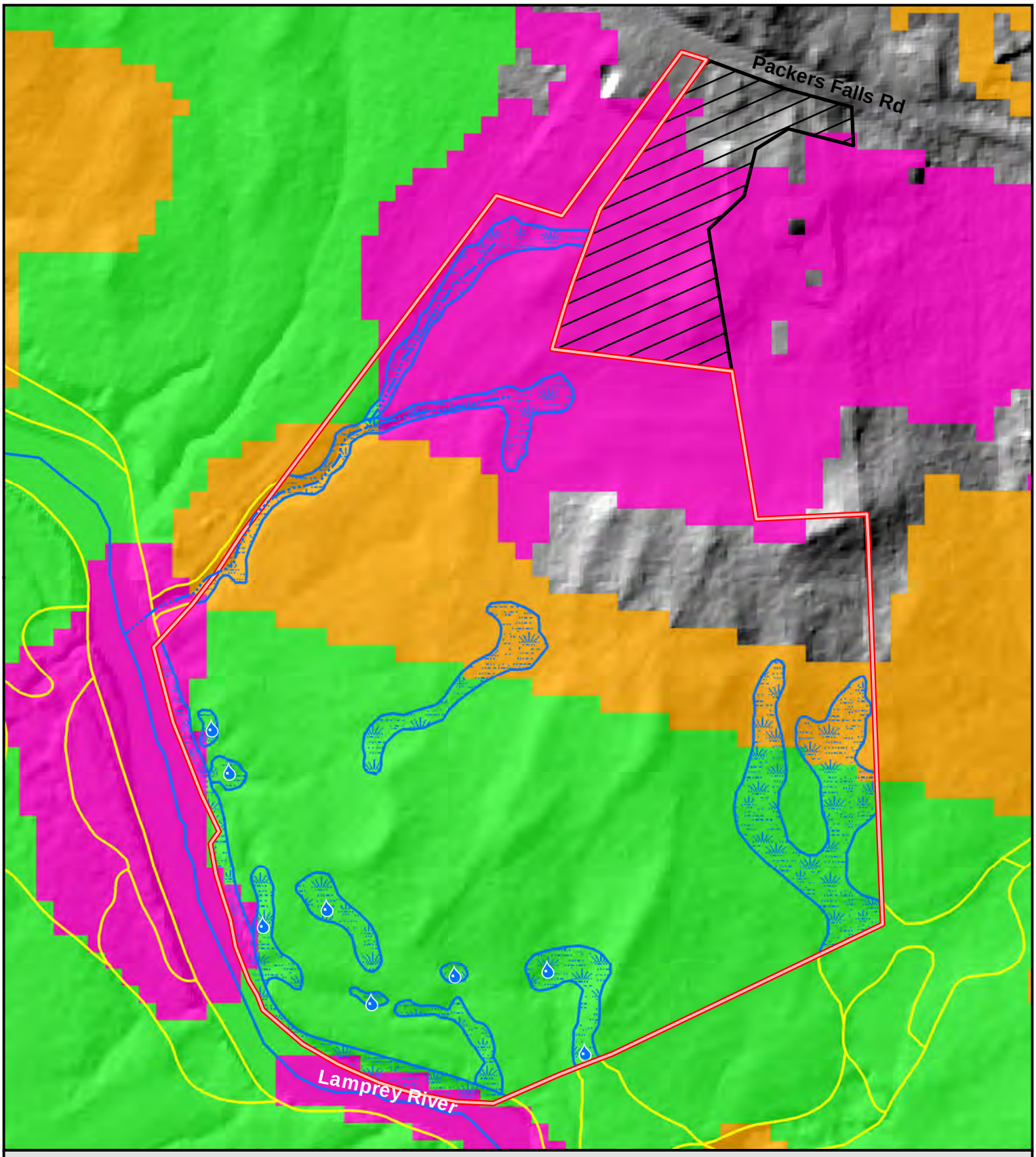
0 250 500 Feet

Map prepared by
Southeast Land Trust of NH
August, 2021

Boundary and feature locations are approximate.

SELT

Document Path: M:\GISdata\-LANDS\- REGIONAL-PLANNING\Durham_Pike\Maps\ARM\Map_Pike_2021-08-09_ARM Report_1_Aquatic.mxd



Property
Excluded Area
Wetland Boundary
NWI Wetland Off-site
River
Intermittent Stream
Vernal Pool

Wildlife Action Plan (2020)

Highest Ranked Habitat in New Hampshire
Highest Ranked Habitat in Biological Region
Supporting Landscapes

N

1:3,000

0 200 400 Feet

Pike Property
Map 2 - Wildlife Action Plan
Durham, NH

Map prepared by
Southeast Land Trust of NH
August, 2021

Boundary and feature locations are approximate.

SELT

Document Path: M:\GISdata\-LANDS\- REGIONAL-PLANNING\Durham_Pike\Maps\ARM\Map_Pike_2021-08-09_ARM Report_2_WAP.mxd

iii. Wetland Evaluation Table

Principle Wetland Function Table

Wet ID	*Acreage*	*Groundwater Recharge / Discharge*	*Floodflow Alteration*	*Sediment/ Toxicant/ Pathogen Retention*	*Nutrient Removal/ Retention*	*Prod. Export*	*Sediment/ Shoreland Stabilize.*	*Wildlife Habitat*	*Eco Integrity*
1 &2	*1.27*	*yes*	*no*	*no*	*no*	*yes*	*yes*	*yes*	*yes*
3	*1.0*	*no*	*yes*	*yes*	*no*	*yes*	*yes*	*yes*	*yes*
4a+4b+6	*0.34*	*no*	*yes*	*yes*	*no*	*yes*	*yes*	*yes*	*yes*
5 + 10	*2.21*	*no*	*no*	*no*	*no*	*no*	*no*	*yes*	*yes*
7 +9+11	*0.66*	*no*	*no*	*yes*	*no*	*yes*	*no*	*yes*	*yes*
8a + 8b	*0.23*	*yes*	*yes*	*yes*	*yes*	*yes*	*yes*	*yes*	*yes*
	Total	*5.71 acres*							

FISH AND SHELLFISH HABITAT

Wetland 3 has this function as it has a diverse warm water fish community with over 10 different species.

VALUES

Scenic Value Wetlands 3, 4, 6, and 8 have scenic value as they are along the river with a view.

Water based Recreation Value

Wetland 3 has this value as landowners along the river can swim and paddle.

Education/Scientific Value

There is no parking for access to provide education. The river has been studies extensively by UNH scientists.

Uniqueness and Heritage Value There do not appear to be confirmed rare species on this site and any historic or archeological sites have not been documented.

1. Looking north at the center of the Wetland 1- the west side of the pasture.

2. Looking west at the upper portion of Wetland 1 with the alder thicket in the background.

3. This is a view of the stream portion of Wetland 1 before it joins Wetland 2.

4. This is a view of the upland forest adjacent Wetland 2.

5. This is a view of the pasture between Wetlands 2 and 5.

6. The stream channel in Wetland 2 is 4 to 5 feet wide.

7. A green frog in a pool in the stream.

8. Looking downstream in Wetland 2.

9. A view of the Lamprey River from the western corner of the site.

10. Looking east at the riverfront forest in the western corner of the site.

11. Grey Blue Heron feeding in the marsh along the – of the Lamprey River (wetland 3).

12. Looking south (downstream) from the southern riverfront area.

13. Looking north at the river frontage from the water.

14. A northern water snake in the river.

15. Wetland 4a is a floodplain vernal pool.

16. Wetland 5 is a forested drainage with no stream channel.

17. Wetland 6 is another floodplain pool.

18. Wetland 7 is a classic large vernal pool.

19. This is a view of the southern end of this pool.

20. This pool is filled with buttonbush and loafing logs.

21. This is a wood frog froglet adjacent wetland.

22. Wetland 8a is connected to the river by a small channel.

23. Wetland 8a is also located in the active floodplain of the river. `

24. Wetland 8b is another floodplain vernal pool.

25. This is an iron culver connecting Wetland 8b and 8a.

26. This is a view of the upper portion of wetland 9.

27. This is a view of the southern pool in wetland 9.

28. Wetland 10 is a recently abandoned beaver pond.

29. The northern portion of wetland 10 is a forested drainage with no defined stream channel.

30. Wetland is a small vernal pool that holds up to 2.5 feet of water when full.

31. The upland forest is dominated by mature red and white oak and white pine.

32. Looking southwest across the pasture.

APPENDIX A

WETLAND EVALUATION DATA FORMS

Wetland Evaluation Data Form

WETLAND ID: 1 + 2 0.52 + 0.75 acres	PROJECT Pike ARM	WET SCI Mark West

GROUNDWATER RECHARGE/DISCHARGE

Geology		Hydrology		Function Present	Principal Function
Restrictive Layer?	☑ Yes ☐ No	Groundwater Relationship?	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Subsoil Type Present	silt loam + clay	Variable Water Levels?	☑ Yes ☐ No		
Other Geologic Features:		Springs/Seeps Observed?	☑ Yes ☐ No		
		Contains Only Inlet/Outlet?	☑ Yes ☐ No	outlet Discharge system	

FLOODFLOW ALTERATION

Watershed Information		Topographic Information		Function Present	Principal Function
Size: 16 acres.		Topography of Watershed:	gentle slopes	☑ Yes ☐ No	☐ Yes ☑ No
Adjacent Land Cover		Topography of Wetland:	gentle slope		
10% Forest		Constricted Outlet?	☐ Yes ☑ No		
30% Residential		High Degree of Impervious Surfaces in Wet. Watershed?	☑ Yes ☑ No → road to water underdrained on north side.		
Comm/Industr.					
50% Agricultural pasture		Downstream Protection?	☐ Yes ☑ No → mostly undeveloped to the east.		
Assoc. w/ Water Course?	☑ Yes ☐ No	flow through system.			
Other Catch. Storage?	☐ Yes ☑ No				
Contains Hydric A Soils?	☐ Yes ☑ No				
Watershed Position	☐ H ☑ M ☐ L				

SEDIMENT/TOXICANT/PATHOGEN RETENTION

Soils		Setting & Hydrology		Function Present	Principal Function
Organic Soils?	☐ Yes ☑ No	Upstream Sources of Poll.?	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No
Broad Boundary Trans.?	☑ Yes ☐ No	Erosion/Sed. Observed?	☑ Yes ☐ No		
Vegetation		Diffuse Flows/Slow Water?	☑ Yes ☐ No upper portion.		
Dense Vegetation?	☑ Yes ☐ No	Does Wetland Flood?	☑ Yes ☐ No upper portion shallow.		
Herbaceous Vegetation?	☑ Yes ☐ No	Long Water Retention?	☐ Yes ☑ No		

NUTRIENT REMOVAL/RETENTION TRANSFORMATION

Hydrology		Transformers		Function Present	Principal Function
Open Water Present?	☐ Yes ☑ No	Organic Soils?	☐ Yes ☑ No	☑ Yes ☐ No	☐ Yes ☑ No
Slow Moving Water?	☐ Yes ☑ No	Aquatic Vegetation?	☐ Yes ☑ No		
Nutrients Upslope? pasture manure	☑ Yes ☐ No	Abundant Vegetation?	☑ Yes ☐ No	low retention time.	

PRODUCTION EXPORT

Vegetation		Export		Function Present	Principal Function
Food Source?	☑ Yes ☐ No	Detritus?	☐ Yes ☑ No	☑ Yes ☐ No	☑ Yes ☐ No
Density:	☐ H ☑ M ☐ L	Aquatic Plants?	☐ Yes ☑ No	prey habitat.	
Interspersion:	☐ H ☑ M ☐ L	Berry Producing Shrubs?	☑ Yes ☐ No		
Diversity:	☐ H ☑ M ☐ L	Nectar Sources?	☑ Yes ☐ No		
		Seed/Mast Sources?	☑ Yes ☐ No		

SEDIMENT/ SHORELINE STABILIZATION

Assoc. w/ surface water? ☑ Yes ☐ No	Description of Stream Setting		Function Present	Principal Function
Perennial or (Intermittent)			☑ Yes ☐ No	☑ Yes ☐ No
If No, STOP, if yes, stream characteristics:	Stream Course in Wetland?	☑ Yes ☐ No		
Elev. Change Present? ☑ Yes ☐ No	Stream Course in Upland?	☑ Yes ☐ No		
High Flows Present? ☑ Yes ☐ No	Bank Vegetated?	☑ Yes ☐ No		
Channelized Flow? ☑ Yes ☐ No	Bank Eroded?	☑ Yes ☐ No		
Open Water Fetch? ☐ Yes ☑ No	Steep Bank?	☑ Yes ☐ No		
	Stabilized Bank?	☑ Yes ☐ No		

portions of wetland 2 exhibit channel erosion up to 3' deep.

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 1+2	PROJECT Pike ARM

WILDLIFE HABITAT

Existing Critical Habitat ☑Yes ☐No Type: field + scrub shrubs. Function Present ☑Yes ☐No Principal Function ☑Yes ☐No

potential for Nathan Black Racer in pasture. Bat feeding habitat. highest ranked habitat

Critical Habitat Features ☑Yes ☐No Specific Habitat Features: pasture w/ patchs overgrown. No mowing

Diversity

Aquatic Insect Habitat?	☐Yes ☑No	Corridor (through or adj.)?	☑Yes ☐No
Amphibian Habitat?	☑Yes ☐No	Wetland Connectivity?	☑Yes ☐No
Fisheries Habitat?	☐Yes ☑No	Upland Connectivity?	☑Yes ☐No
Cavity Trees?	☑Yes ☐No		
Food Sources?	☑Yes ☐No		
Cover?	☑Yes ☐No		

Connectivity

FISH/SHELLFISH

Strengths of Upland Habitat: Mix of forest + pasture w/ scrub-shrubs components. Alder thicket potential for woodcock.

Vegetated Buffer

Type: pasture + forest.
Width: 100-200'

Habitat Degradation

% of Buffer w/Encroachment: 20%
Activities Adversely Affecting Wildlife Function:

Great Blue Heron feeding in pasture.

Buffer Provides Shade to a Stream?	☑Yes ☐No	Significant Disturbance?	☐Yes ☑No
		Structures Obstructing	☐Yes ☑No
Buffer Safeguards Wetland?	☑Yes ☐No	Wildlife Movement?	
		Prox. to Beaver/Mink/Otter?	☑Yes ☐No but downstream patch

ECOLOGICAL INTEGRITY

	Function Present	Principal Function
Landscape Position	High due to proximity to River	yes.
Adjacent Development	yes 3 houses from 100 - 400' away	
Signs of Degradation	pasture stable but manure impacts present lower portion undisturbed but water trail and access road adjacent	
Invasives Present/Type	yes. upland reeds, multiflora rose, autumn olive,	

WETLAND VALUES

Waterbased Recreational Value

Parking Available?	☐Yes ☑No	Restoration Stabilization Potential	☐Yes ☑No
Watercraft Access?	☐Yes ☑No	Describe:	
Fishing Available?	☐Yes ☑No		
Hunting Permitted?	☐Yes ☐No?	H20 Quality Degradation	☑Yes ☐No
Walking/Biking Trails?	☐Yes ☑No		

Value ☐H ☐M ☑L

Minor from stable pasture well vegetated but manure from horses present.

Educational/Scientific Value

Unique Habitats/Species?	☑Yes ☐No	possible.
Diverse Wildlife Habitat?	☑Yes ☐No	
Parking/Access?	☐Yes ☑No	

Value ☐H ☐M ☑L No access.

Uniqueness/Heritage

Urban Upland/Proximity?	☐Yes ☑No	Comments:	
Rapid Develop. Upland?	☑Yes ☐No		
Critical Habitat/End. Sp?	☑Yes ☐No	possible based on NHI list.	
Archaeological Sites?	☐Yes ☐No?	Scenic Quality	
Stonewalls Present?	☑Yes ☐No	yes open pasture.	
Historic Sites?	☐Yes ☐No?		
Ecological Health/Vigor?	☑Yes ☐No		

Value ☐H ☑M ☐L

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 3 (acre along river	PROJECT Pike ARM	WET SCI Mark West

GROUNDWATER RECHARGE/DISCHARGE

Geology		Hydrology		Function Present	Principal Function
Restrictive Layer?	☑ Yes ☐ No	Groundwater Relationship?	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No
Subsoil Type Present	silt/clay	Variable Water Levels?	☑ Yes ☐ No		
Other Geologic Features:		Springs/Seeps Observed?	☑ Yes ☐ No		
River floodplain.		Contains Only Inlet/Outlet?	☐ Yes ☑ No	flow through but dammed.	

FLOODFLOW ALTERATION

Watershed Information		Topographic Information		Function Present	Principal Function
Size: 50 sq. miles		Topography of Watershed:	gentle to moderate slopes	☑ Yes ☐ No	☑ Yes ☐ No
Adjacent Land Cover		Topography of Wetland:			
70% Forest		Constricted Outlet?	☑ Yes ☐ No	Wiswall Dam.	
20% Residential		High Degree of Impervious			
Comm/Industr.		Surfaces in Wet. Watershed?	☐ Yes ☑ No	but upstream yes.	
10% Agricultural		Downstream Protection?	☑ Yes ☐ No		
Assoc. w/ Water Course?	☑ Yes ☐ No				
Other Catch. Storage?	☑ Yes ☐ No				
Contains Hydric A Soils?	☑ Yes ☐ No				
Watershed Position	☐ H ☐ M ☑ L			two-year floodplain.	

SEDIMENT/TOXICANT/PATHOGEN RETENTION

Soils		Setting & Hydrology		Function Present	Principal Function
Organic Soils?	☑ Yes ☐ No	Upstream Sources of Poll.?	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Broad Boundary Trans.?	☑ Yes ☐ No	Erosion/Sed. Observed?	☐ Yes ☑ No		
Vegetation	in some areas	Diffuse Flows/Slow Water?	☑ Yes ☐ No		
Dense Vegetation?	☑ Yes ☐ No	Does Wetland Flood?	☑ Yes ☐ No		
Herbaceous Vegetation?	☑ Yes ☐ No	Long Water Retention?	☑ Yes ☐ No	due to Wiswall Dam.	
aquatic bed + scrub shrub.					

NUTRIENT REMOVAL/RETENTION TRANSFORMATION

Hydrology		Transformers		Function Present	Principal Function
Open Water Present?	☑ Yes ☐ No	Organic Soils?	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No
Slow Moving Water?	☑ Yes ☐ No	Aquatic Vegetation?	☑ Yes ☐ No	too much open water.	
Nutrients Upslope?	☑ Yes ☐ No	Abundant Vegetation?	☑ Yes ☐ No		

PRODUCTION EXPORT

Vegetation		Export		Function Present	Principal Function
Food Source?	☑ Yes ☐ No	Detritus?	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Density:	☐ H ☑ M ☐ L	Aquatic Plants?	☑ Yes ☐ No		
Interspersion:	☐ H ☐ M ☑ L	Berry Producing Shrubs?	☑ Yes ☐ No	Fisheries Habitat.	
Diversity:	☐ H ☑ M ☐ L	Nectar Sources?	☑ Yes ☐ No		
		Seed/Mast Sources?	☑ Yes ☐ No		

SEDIMENT/ SHORELINE STABILIZATION

Assoc. w/ surface water? ☑ Yes ☐ No	Description of Stream Setting		Function Present	Principal Function
(Perennial) or Intermittent			☑ Yes ☐ No	☑ Yes ☐ No
If No, STOP, if yes, stream characteristics:	Stream Course in Wetland?	☑ Yes ☐ No		
Elev. Change Present? ☑ Yes ☐ No	Stream Course in Upland?	☑ Yes ☐ No		
High Flows Present? ☑ Yes ☐ No	Bank Vegetated?	☑ Yes ☐ No		
Channelized Flow? ☑ Yes ☐ No	Bank Eroded?	☐ Yes ☑ No		
Open Water Fetch? ☑ Yes ☐ No	Steep Bank?	☐ Yes ☑ No		
	Stabilized Bank?	☑ Yes ☐ No		

No erosion observed.

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 3	PROJECT Pike ARM

WILDLIFE HABITAT

Existing Critical Habitat ☑ Yes ☐ No **Type:** potential Wood Turtle + Blanding Turtle Bat feeding habitat.

Function Present ☑ Yes ☐ No **Principal Function** ☑ Yes ☐ No — Highest Ranked Habitat.

Critical Habitat Features ☑ Yes ☐ No **Specific Habitat Features:** vernal pools next to River System. Bank overhang loafing logs

Diversity		Connectivity		
Aquatic Insect Habitat?	☑ Yes ☐ No	Corridor (through or adj.)?	☑ Yes ☐ No	FISH/SHELLFISH: warm water fishery
Amphibian Habitat?	☑ Yes ☐ No	Wetland Connectivity?	☑ Yes ☐ No	
Fisheries Habitat?	☑ Yes ☐ No	Upland Connectivity?	☑ Yes ☐ No	
Cavity Trees?	☑ Yes ☐ No			
Food Sources?	☑ Yes ☐ No	**Strengths of Upland Habitat:**	undeveloped buffer over 500 feet woodland with wetland/vernal pool systems.	
Cover?	☑ Yes ☐ No			

Vegetated Buffer
Type: Forest.
Width: 1,000+ Feet.

Habitat Degradation
% of Buffer w/Encroachment: 0% except for water intake structure.
Activities Adversely Affecting Wildlife Function:

Buffer Provides Shade to a Stream?	☑ Yes ☐ No	Significant Disturbance?	☐ Yes ☑ No
Buffer Safeguards Wetland?	☑ Yes ☐ No	Structures Obstructing Wildlife Movement?	☐ Yes ☑ No
		Prox. to Beaver/Mink/Otter?	☑ Yes ☐ No

ECOLOGICAL INTEGRITY

	Function Present	Principal Function
Landscape Position	High value undeveloped block.	yes.
Adjacent Development	Site borders cart road land North, West + South. None	
Signs of Degradation	Not along River	very high rating
Invasives Present/Type	NONE observed close to river	

WETLAND VALUES

Waterbased Recreational Value

				Value
Parking Available?	☐ Yes ☑ No	**Restoration Stabilization Potential**	☐ Yes ☑ No	☐ H ☐ M ☑ L
Watercraft Access?	☐ Yes ☑ No	Describe:		
Fishing Available?	☐ Yes ☑ No			
Hunting Permitted?	☐ Yes ☐ No ?	**H20 Quality Degradation**	☐ Yes ☑ No	
Walking/Biking Trails?	☐ Yes ☑ No			

· private use for canoe/kayak + fishing occurs.

Educational/Scientific Value — Value: ☐ H ☐ M ☑ L

Unique Habitats/Species?	☑ Yes ☐ No
Diverse Wildlife Habitat?	☑ Yes ☐ No
Parking/Access?	☐ Yes ☑ No

Uniqueness/Heritage — Value: ☑ H ☐ M ☐ L

Urban Upland/Proximity?	☐ Yes ☑ No	**Comments:**	
Rapid Develop. Upland?	☐ Yes ☑ No		
Critical Habitat/End. Sp?	☑ Yes ☐ No		
Archaeological Sites?	☐ Yes ☐ No ?	**Scenic Quality**	yes very scenic view from.
Stonewalls Present?	☑ Yes ☐ No	likely	Niswall Rd. Bridge
Historic Sites?	☐ Yes ☐ No		
Ecological Health/Vigor?	☑ Yes ☐ No		

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 4a = 0.04 acres, 4b = 0.07 acres, 6 = 0.23 acres	PROJECT Pike ARM	WET SCI Mark West

GROUNDWATER RECHARGE/DISCHARGE

Geology		Hydrology		Function Present	Principal Function
Restrictive Layer?	☑ Yes ☐ No	Groundwater Relationship?	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No
Subsoil Type Present	silt/clay	Variable Water Levels?	☑ Yes ☐ No		
Other Geologic Features:	River Floodplain wetlands.	Springs/Seeps Observed?	☑ Yes ☐ No		
		Contains Only Inlet/Outlet?	☑ Yes ☐ No	isolated or constricted river outlet.	

FLOODFLOW ALTERATION

Watershed Information		Topographic Information		Function Present	Principal Function
Size:	2-3 acre watersheds but part of Laupra river floodplain.	Topography of Watershed:	gentle to moderate slopes.	☑ Yes ☐ No	☑ Yes ☐ No
Adjacent Land Cover		Topography of Wetland:			
100% Forest		Constricted Outlet?	☑ Yes ☐ No		
Residential		High Degree of Impervious			
Comm/Industr.		Surfaces in Wet.Watershed?	☐ Yes ☑ No		
Agricultural		Downstream Protection?	☑ Yes ☐ No	minor except for flood conditions	
Assoc. w/ Water Course?	☑ Yes ☐ No				
Other Catch. Storage?	☑ Yes ☐ No				
Contains Hydric A Soils?	☑ Yes ☐ No				
Watershed Position	☐ H ☑ M ☐ L				

SEDIMENT/TOXICANT/PATHOGEN RETENTION

Soils		Setting & Hydrology		Function Present	Principal Function
Organic Soils?	☑ Yes ☐ No	Upstream Sources of Poll.?	☐ Yes ☑ No	☑ Yes ☐ No	☑ Yes ☐ No
Broad Boundary Trans.?	☐ Yes ☑ No	Erosion/Sed. Observed?	☐ Yes ☑ No		
Vegetation		Diffuse Flows/Slow Water?	☑ Yes ☐ No		
Dense Vegetation?	☑ Yes ☐ No	Does Wetland Flood?	☑ Yes ☐ No		
Herbaceous Vegetation?	☑ Yes ☐ No	Long Water Retention?	☑ Yes ☐ No		

NUTRIENT REMOVAL/RETENTION TRANSFORMATION

Hydrology		Transformers		Function Present	Principal Function
Open Water Present?	☐ Yes ☑ No	Organic Soils?	☐ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No
Slow Moving Water?	☐ Yes ☑ No	Aquatic Vegetation?	☑ Yes ☐ No		
Nutrients Upslope?	☐ Yes ☑ No	Abundant Vegetation?	☑ Yes ☐ No		

PRODUCTION EXPORT

Vegetation		Export		Function Present	Principal Function
Food Source?	☑ Yes ☐ No	Detritus?	☐ Yes ☑ No	☑ Yes ☐ No	☑ Yes ☐ No
Density:	☑ H ☐ M ☐ L	Aquatic Plants?	☑ Yes ☐ No		
Interspersion:	☐ H ☑ M ☐ L	Berry Producing Shrubs?	☑ Yes ☐ No — lots, vernal pool		
Diversity:	☐ H ☑ M ☐ L	Nectar Sources?	☑ Yes ☐ No		
		Seed/Mast Sources?	☑ Yes ☐ No		

SEDIMENT/ SHORELINE STABILIZATION

Assoc. w/ surface water?	☑ Yes ☐ No	Description of Stream Setting		Function Present	Principal Function
Perennial or Intermittent	adjacent river.			☑ Yes ☐ No	☑ Yes ☐ No
If No, STOP, if yes, stream characteristics:		Stream Course in Wetland?	☑ Yes ☐ No		
Elev. Change Present?	☐ Yes ☑ No	Stream Course in Upland?	☑ Yes ☐ No		
High Flows Present?	☑ Yes ☐ No	Bank Vegetated?	☑ Yes ☐ No		
Channelized Flow?	☑ Yes ☐ No	Bank Eroded?	☐ Yes ☑ No		
Open Water Fetch?	☑ Yes ☐ No	Steep Bank?	☐ Yes ☑ No		
	in river	Stabilized Bank?	☑ Yes ☐ No		

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 4a, 4b + 6	PROJECT Pike ARM

WILDLIFE HABITAT

Existing Critical Habitat ☑ Yes ☐ No Type: potential vernal pool adjacent riva. floodplain

Function Present ☑ Yes ☐ No — Principal Function ☑ Yes ☐ No

Critical Habitat Features ☑ Yes ☐ No Specific Habitat Features: vernal pools

High Ranked Habitat in Bio region

Diversity		Connectivity		FISH/SHELLFISH
Aquatic Insect Habitat?	☑ Yes ☐ No	Corridor (through or adj.)?	☑ Yes ☐ No	present in riva
Amphibian Habitat?	☑ Yes ☐ No	Wetland Connectivity?	☑ Yes ☐ No	
Fisheries Habitat?	☐ Yes ☑ No	Upland Connectivity?	☑ Yes ☐ No	
Cavity Trees?	☑ Yes ☐ No	wildlife Trails observed.		
Food Sources?	☑ Yes ☐ No	Strengths of Upland Habitat:		
Cover?	☑ Yes ☐ No	undeveloped conservation land areas.		

Vegetated Buffer		Habitat Degradation	
Type: Forest + River		% of Buffer w/Encroachment: 0%	
Width: 500+		Activities Adversely Affecting Wildlife Function:	
Buffer Provides Shade to a Stream?	☑ Yes ☐ No	Significant Disturbance?	☐ Yes ☑ No
Buffer Safeguards Wetland?	☑ Yes ☐ No	Structures Obstructing Wildlife Movement?	☐ Yes ☑ No
		Prox. to Beaver/Mink/Otter?	☑ Yes ☐ No

6+ wood frogs observed in each wetland

ECOLOGICAL INTEGRITY

Function Present — Principal Function

Landscape Position: undeloped Block along Lamprey River — yes

Adjacent Development: None Site bordered by Conservation land — very high rating

Signs of Degradation: NO

Invasives Present/Type: NO.

WETLAND VALUES

Waterbased Recreational Value		Restoration Stabilization Potential		Value
Parking Available?	☐ Yes ☑ No		☐ Yes ☑ No	☐ H ☐ M ☑ L
Watercraft Access?	☐ Yes ☑ No	Describe:		
Fishing Available?	☐ Yes ☑ No			
Hunting Permitted?	☐ Yes ☑ No	H20 Quality Degradation	☐ Yes ☑ No	
Walking/Biking Trails?	☐ Yes ☑ No			

Educational/Scientific Value		Value
Unique Habitats/Species?	☑ Yes ☐ No	☐ H ☑ M ☐ L
Diverse Wildlife Habitat?	☑ Yes ☐ No	
Parking/Access?	☐ Yes ☑ No	

Uniqueness/Heritage		Comments: floodplain pools. within protected riva buffer.	Value
Urban Upland/Proximity?	☐ Yes ☑ No		☑ H ☐ M ☐ L
Rapid Develop. Upland?	☑ Yes ☐ No		
Critical Habitat/End. Sp?	☑ Yes ☐ No		
Archaeological Sites?	☐ Yes ☐ No ?	Scenic Quality	
Stonewalls Present?	☑ Yes ☐ No		
Historic Sites?	☐ Yes ☐ No ? likely		
Ecological Health/Vigor?	☑ Yes ☐ No		

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 5 = 0.52+10 = 1.69 aves aces	PROJECT Pike ARM	WET SCI Mark West

GROUNDWATER RECHARGE/DISCHARGE

Geology		Hydrology		Function Present	Principal Function
Restrictive Layer?	☑ Yes ☐ No	Groundwater Relationship?	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No
Subsoil Type Present	silt/clay	Variable Water Levels?	☑ Yes ☐ No		
Other Geologic Features:		Springs/Seeps Observed?	☐ Yes ☐ No	just area mine discharge.	
		Contains Only Inlet/Outlet?	☐ Yes ☑ No		

FLOODFLOW ALTERATION

Watershed Information		Topographic Information		Function Present	Principal Function
Size: WetS-4aces W6-12ac		Topography of Watershed:	gentle slopes	☐ Yes ☑ No	☐ Yes ☑ No
Adjacent Land Cover		Topography of Wetland:			
80% Forest		Constricted Outlet?	☐ Yes ☑ No	Does not flood > a few inches	
Residential		High Degree of Impervious			
Comm/Industr.		Surfaces in Wet. Watershed?	☐ Yes ☑ No		
20% Agricultural pasture.		Downstream Protection?	☐ Yes ☑ No	sloping	
Assoc. w/ Water Course?	☑ Yes ☐ No				
Other Catch. Storage?	☑ Yes ☐ No	but NO defined channel.			
Contains Hydric A Soils?	☐ Yes ☑ No				
Watershed Position	☑ H ☐ M ☐ L				

SEDIMENT/TOXICANT/PATHOGEN RETENTION

Soils		Setting & Hydrology		Function Present	Principal Function
Organic Soils?	☐ Yes ☑ No	Upstream Sources of Poll.?	☐ Yes ☑ No	☑ Yes ☐ No	☐ Yes ☑ No
Broad Boundary Trans.?	☑ Yes ☐ No	Erosion/Sed. Observed?	☐ Yes ☑ No		
Vegetation		Diffuse Flows/Slow Water?	☑ Yes ☐ No	sloping	
Dense Vegetation?	☑ Yes ☐ No	Does Wetland Flood?	☑ Yes ☐ No	very shallow	
Herbaceous Vegetation?	☑ Yes ☐ No	Long Water Retention?	☐ Yes ☑ No		

NUTRIENT REMOVAL/RETENTION TRANSFORMATION

Hydrology		Transformers		Function Present	Principal Function
Open Water Present?	☐ Yes ☑ No	Organic Soils?	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No
Slow Moving Water?	☐ Yes ☑ No	Aquatic Vegetation?	☐ Yes ☑ No		
Nutrients Upslope?	☑ Yes ☐ No	Abundant Vegetation?	☑ Yes ☐ No	No retention time	

PRODUCTION EXPORT

Vegetation		Export		Function Present	Principal Function
Food Source?	☐ Yes ☑ No	Detritus?	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No
Density:	☐ H ☑ M ☐ L	Aquatic Plants?	☐ Yes ☑ No		
Interspersion:	☐ H ☐ M ☑ L	Berry Producing Shrubs?	☑ Yes ☐ No a few		
Diversity:	☐ H ☑ M ☐ L	Nectar Sources?	☐ Yes ☐ No		
		Seed/Mast Sources?	☐ Yes ☐ No		

SEDIMENT/ SHORELINE STABILIZATION

Assoc. w/ surface water? ☐ Yes ☑ No	Description of Stream Setting		Function Present	Principal Function
Perennial or Intermittent			☐ Yes ☑ No	☐ Yes ☑ No
If No, STOP, if yes, stream characteristics:	Stream Course in Wetland?	☐ Yes ☐ No		
Elev. Change Present? ☐ Yes ☐ No	Stream Course in Upland?	☐ Yes ☐ No		
High Flows Present? ☐ Yes ☐ No	Bank Vegetated?	☐ Yes ☐ No		
Channelized Flow? ☐ Yes ☐ No	Bank Eroded?	☐ Yes ☐ No		
Open Water Fetch? ☐ Yes ☐ No	Steep Bank?	☐ Yes ☐ No		
	Stabilized Bank?	☐ Yes ☐ No		

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 5 + 10	PROJECT Pike ARM

WILDLIFE HABITAT

Existing Critical Habitat ☐ Yes ☑ No **Type:**

Function Present ☑ Yes ☐ No **Principal Function** ☑ Yes ☐ No

Critical Habitat Features ☐ Yes ☑ No **Specific Habitat Features:** Highest Ranked habitat in Bio Region

Diversity

Aquatic Insect Habitat?	☐ Yes ☑ No	Amphibian Habitat?	☑ Yes ☐ No
Fisheries Habitat?	☐ Yes ☑ No	Cavity Trees?	☑ Yes ☐ No
Food Sources?	☑ Yes ☐ No	Cover?	☑ Yes ☐ No

Connectivity

Corridor (through or adj.)?	☐ Yes ☑ No
Wetland Connectivity?	☑ Yes ☐ No
Upland Connectivity?	☑ Yes ☐ No

FISH/SHELLFISH

Strengths of Upland Habitat: Undeveloped block.

Vegetated Buffer

Type: Forest/pasture.

Width: 300'+

Buffer Provides Shade to a Stream? ☐ Yes ☑ No

Buffer Safeguards Wetland? ☑ Yes ☐ No

Habitat Degradation

% of Buffer w/Encroachment: 20% pasture.

Activities Adversely Affecting Wildlife Function:

Significant Disturbance?	☐ Yes ☑ No
Structures Obstructing Wildlife Movement?	☐ Yes ☑ No
Prox. to Beaver/Mink/Otter?	☑ Yes ☐ No

ECOLOGICAL INTEGRITY

	Function Present	Principal Function
Landscape Position	adjacent conservation land on 3 sides	yes.

Adjacent Development: NO

Signs of Degradation: NO

Invasives Present/Type: yes multiflora rose, barberry, autumn olive

WETLAND VALUES

Waterbased Recreational Value

Parking Available?	☐ Yes ☑ No
Watercraft Access?	☐ Yes ☑ No
Fishing Available?	☐ Yes ☑ No
Hunting Permitted?	☐ Yes ☐ No ?
Walking/Biking Trails?	☐ Yes ☑ No

Restoration Stabilization Potential ☐ Yes ☐ No

Describe:

H20 Quality Degradation ☐ Yes ☐ No

Value ☐ H ☐ M ☑ L

Educational/Scientific Value

Unique Habitats/Species?	☐ Yes ☑ No
Diverse Wildlife Habitat?	☑ Yes ☐ No
Parking/Access?	☐ Yes ☑ No

Value ☐ H ☐ M ☑ L

Uniqueness/Heritage

Urban Upland/Proximity?	☐ Yes ☑ No
Rapid Develop. Upland?	☑ Yes ☐ No
Critical Habitat/End. Sp?	☐ Yes ☑ No
Archaeological Sites?	☐ Yes ☐ No ?
Stonewalls Present?	☑ Yes ☐ No
Historic Sites?	☐ Yes ☐ No ?
Ecological Health/Vigor?	☑ Yes ☐ No

Comments:

Scenic Quality

Value ☐ H ☑ M ☐ L

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 7=0.26 acres, 9=0.37 acres + 11=0.03 acres | PROJECT Pike ARM | WET SCI Mark West

GROUNDWATER RECHARGE/DISCHARGE

Geology		Hydrology		Function Present	Principal Function
Restrictive Layer?	☑ Yes ☐ No	Groundwater Relationship?	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No
Subsoil Type Present	silt + clay	Variable Water Levels?	☑ Yes ☐ No		too small
Other Geologic Features:		Springs/Seeps Observed?	☐ Yes ☑ No		But incremental
Near River floodplain		Contains Only Inlet/Outlet?	☐ Yes ☐ No	isolated.	

FLOODFLOW ALTERATION

Watershed Information		Topographic Information		Function Present	Principal Function
Size: 7-1 ac., 9-3ac, 11-0.1ac.		Topography of Watershed:	gentle slopes.	☑ Yes ☐ No	☐ Yes ☑ No
Adjacent Land Cover				incremental storage.	
Forest	100%	Topography of Wetland:			
Residential		Constricted Outlet?	☐ Yes ☑ No		
Comm/Industr.		High Degree of Impervious			
Agricultural		Surfaces in Wet. Watershed?	☐ Yes ☑ No		
Assoc. w/ Water Course?	☐ Yes ☑ No	Downstream Protection?	☐ Yes ☑ No		
Other Catch. Storage?	☐ Yes ☑ No				
Contains Hydric A Soils?	☑ Yes ☐ No				
Watershed Position	☑ H ☐ M ☐ L				

SEDIMENT/TOXICANT/PATHOGEN RETENTION

Soils		Setting & Hydrology		Function Present	Principal Function
Organic Soils?	☑ Yes ☐ No	Upstream Sources of Poll.?	☐ Yes ☑ No	☑ Yes ☐ No	☑ Yes ☐ No
Broad Boundary Trans.?	☑ Yes ☐ No	Erosion/Sed. Observed?	☐ Yes ☑ No		
Vegetation		Diffuse Flows/Slow Water?	☑ Yes ☐ No		
Dense Vegetation?	☑ Yes ☐ No	Does Wetland Flood?	☑ Yes ☐ No		
Herbaceous Vegetation?	☐ Yes ☐ No	Long Water Retention?	☑ Yes ☐ No		
sparse					

NUTRIENT REMOVAL/RETENTION TRANSFORMATION

Hydrology		Transformers		Function Present	Principal Function
Open Water Present?	☑ Yes ☐ No	Organic Soils?	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No
Slow Moving Water?	☐ Yes ☐ No	Aquatic Vegetation?	☐ Yes ☑ No	incremental.	
Nutrients Upslope?	☐ Yes ☑ No	Abundant Vegetation?	☑ Yes ☐ No		
		shrubs.			

PRODUCTION EXPORT

Vegetation		Export		Function Present	Principal Function
Food Source?	☑ Yes ☐ No	Detritus?	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Density:	☑ H ☐ M ☐ L	Aquatic Plants?	☐ Yes ☑ No		
Interspersion:	☐ H ☑ M ☐ L	Berry Producing Shrubs?	☑ Yes ☐ No	winterberry, blueberry	
Diversity:	☐ H ☑ M ☐ L	Nectar Sources?	☐ Yes ☐ No		
		Seed/Mast Sources?	☑ Yes ☐ No	Buttonbush	
		likely vernal pool, large size.			

SEDIMENT/ SHORELINE STABILIZATION

Assoc. w/ surface water?	☐ Yes ☑ No	Description of Stream Setting		Function Present	Principal Function
Perennial or Intermittent				☐ Yes ☑ No	☐ Yes ☑ No
If No, STOP, if yes, stream characteristics:		Stream Course in Wetland?	☐ Yes ☐ No		
Elev. Change Present?	☐ Yes ☐ No	Stream Course in Upland?	☐ Yes ☐ No		
High Flows Present?	☐ Yes ☐ No	Bank Vegetated?	☐ Yes ☐ No		
Channelized Flow?	☐ Yes ☐ No	Bank Eroded?	☐ Yes ☐ No		
Open Water Fetch?	☐ Yes ☐ No	Steep Bank?	☐ Yes ☐ No		
		Stabilized Bank?	☐ Yes ☐ No		

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 7, 9, 11	PROJECT Pike ARM

WILDLIFE HABITAT

Existing Critical Habitat ☑ Yes ☐ No **Type:** likely vernal pools adjacent River System **Function Present** ☑ Yes ☐ No **Principal Function** ☑ Yes ☐ No

Critical Habitat Features ☑ Yes ☐ No **Specific Habitat Features:** Vernal pools, logs. Froglets observed. 12-16 adult wood frogs in wetlands 7+9. 3 in Wetland 11

Diversity

Aquatic Insect Habitat?	☑ Yes	☐ No
Amphibian Habitat?	☑ Yes	☐ No
Fisheries Habitat?	☐ Yes	☑ No
Cavity Trees?	☑ Yes	☐ No
Food Sources?	☑ Yes	☐ No
Cover?	☑ Yes	☐ No

Connectivity

Corridor (through or adj.)?	☑ Yes	☐ No
Wetland Connectivity?	☑ Yes	☐ No
Upland Connectivity?	☑ Yes	☐ No

FISH/SHELLFISH NO.

Strengths of Upland Habitat: large conservation block next to Langley River

Vegetated Buffer
Type: Forested
Width: 300+

Habitat Degradation
% of Buffer w/Encroachment: 0% wood duck nest observed.
Activities Adversely Affecting Wildlife Function:

Buffer Provides Shade to a ~~Stream~~? pool	☑ Yes	☐ No
Buffer Safeguards Wetland?	☑ Yes	☐ No
Significant Disturbance?	☐ Yes	☑ No
Structures Obstructing Wildlife Movement?	☐ Yes	☑ No
Prox. to Beaver/Mink/Otter?	☑ Yes	☐ No

ECOLOGICAL INTEGRITY **Function Present** **Principal Function**

Landscape Position: in middle of large conserved block — Yes

Adjacent Development: NO

Signs of Degradation: NO — Diverse wetland landscape.

Invasives Present/Type: NO.

WETLAND VALUES

Waterbased Recreational Value

Parking Available?	☐ Yes	☑ No
Watercraft Access?	☐ Yes	☑ No
Fishing Available?	☐ Yes	☑ No
Hunting Permitted?	☐ Yes	☐ No ?
Walking/Biking Trails?	☐ Yes	☑ No

Restoration Stabilization Potential ☐ Yes ☑ No

Describe:

H20 Quality Degradation ☐ Yes ☑ No

Value ☐ H ☐ M ☑ L

Educational/Scientific Value

Unique Habitats/Species?	☑ Yes	☐ No
Diverse Wildlife Habitat?	☑ Yes	☐ No
Parking/Access?	☐ Yes	☑ No

Value ☐ H ☑ M ☐ L

Uniqueness/Heritage

Urban Upland/Proximity?	☐ Yes	☑ No
Rapid Develop. Upland?	☑ Yes	☐ No
Critical Habitat/End. Sp?	☑ Yes	☐ No
Archaeological Sites?	☐ Yes	☐ No ?
Stonewalls Present?	☐ Yes	☑ No
Historic Sites?	☐ Yes	☐ No ?
Ecological Health/Vigor?	☑ Yes	☐ No

Comments: These 3 pools have classic features and are highly likely to support breeding wood frogs + salamanders.

Value ☐ H ☑ M ☐ L

Scenic Quality medium

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 8a, 8b (0.20 ac 0.03 ac) | PROJECT Pike ARM | WET SCI Mark West

GROUNDWATER RECHARGE/DISCHARGE

Geology		Hydrology		Function Present	Principal Function
Restrictive Layer?	☑ Yes ☐ No	Groundwater Relationship?	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Subsoil Type Present	silt clay	Variable Water Levels?	☑ Yes ☐ No		
Other Geologic Features:		Springs/Seeps Observed?	☑ Yes ☐ No		
		Contains Only Inlet/Outlet?	☑ Yes ☐ No outlet only		

Discharge into River.

FLOODFLOW ALTERATION

Watershed Information		Topographic Information		Function Present	Principal Function
Size: 1.2 acres.		Topography of Watershed:	gentle slopes.	☑ Yes ☐ No	☑ Yes ☐ No
Adjacent Land Cover		Topography of Wetland:			
Forest	100%	Constricted Outlet?	☑ Yes ☐ No		
Residential		High Degree of Impervious			
Comm/Industr.		Surfaces in Wet.Watershed?	☐ Yes ☑ No		
Agricultural		Downstream Protection?	☐ Yes ☑ No		
Assoc. w/ Water Course?	☑ Yes ☐ No				
Other Catch. Storage?	☐ Yes ☑ No → Not defined.				
Contains Hydric A Soils?	☑ Yes ☐ No				
Watershed Position	☐ H ☐ M ☑ L				

River can back up into wetland. 100-year floodplain

Wetland 8b connected to 8a by old metal culvert.

SEDIMENT/TOXICANT/PATHOGEN RETENTION

Soils		Setting & Hydrology		Function Present	Principal Function
Organic Soils?	☑ Yes ☐ No	Upstream Sources of Poll.?	☐ Yes ☑ No	☑ Yes ☐ No	☑ Yes ☐ No
Broad Boundary Trans.?	☑ Yes ☐ No	Erosion/Sed. Observed?	☐ Yes ☑ No		
Vegetation		Diffuse Flows/Slow Water?	☑ Yes ☐ No		
Dense Vegetation?	☑ Yes ☐ No	Does Wetland Flood?	☑ Yes ☐ No		
Herbaceous Vegetation?	☑ Yes ☐ No	Long Water Retention?	☑ Yes ☐ No		

due to constriction

NUTRIENT REMOVAL/RETENTION TRANSFORMATION

Hydrology		Transformers		Function Present	Principal Function
Open Water Present?	☐ Yes ☑ No	Organic Soils?	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Slow Moving Water?	☑ Yes ☐ No	Aquatic Vegetation?	☑ Yes ☐ No		
Nutrients Upslope?	☐ Yes ☑ No	Abundant Vegetation?	☑ Yes ☐ No		

8a vernal pool.

PRODUCTION EXPORT

Vegetation		Export		Function Present	Principal Function
Food Source?	☑ Yes ☐ No	Detritus?	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Density:	☐ H ☑ M ☐ L	Aquatic Plants?	☑ Yes ☐ No		
Interspersion:	☐ H ☑ M ☐ L	Berry Producing Shrubs?	☑ Yes ☐ No		
Diversity:	☐ H ☑ M ☐ L	Nectar Sources?	☑ Yes ☐ No		
		Seed/Mast Sources?	☑ Yes ☐ No		

SEDIMENT/ SHORELINE STABILIZATION

Assoc. w/ surface water?	☑ Yes ☐ No	Description of Stream Setting		Function Present	Principal Function
Perennial or (Intermittent)	flow into River			☑ Yes ☐ No	☑ Yes ☐ No
If No, STOP, if yes, stream characteristics:		Stream Course in Wetland?	☑ Yes ☐ No		
Elev. Change Present?	☑ Yes ☐ No	Stream Course in Upland?	☐ Yes ☑ No		
High Flows Present?	☐ Yes ☑ No	Bank Vegetated?	☑ Yes ☐ No		
Channelized Flow?	☐ Yes ☑ No	Bank Eroded?	☐ Yes ☑ No		
Open Water Fetch?	☐ Yes ☑ No	Steep Bank?	☑ Yes ☐ No		
		Stabilized Bank?	☑ Yes ☐ No		

for small drainage to River

WEST ENVIRONMENTAL

Wetland Evaluation Data Form

WETLAND ID: 8a + 8b.	PROJECT Pike ARM

WILDLIFE HABITAT

Existing Critical Habitat ☑ Yes ☐ No Type: pool and aquatic habitat next to river.

Function Present ☑ Yes ☐ No Principal Function ☑ Yes ☐ No

Critical Habitat Features ☑ Yes ☐ No Specific Habitat Features: possible vernal pool.

8a possible vernal pool highest wetland habitat

Diversity		Connectivity		FISH/SHELLFISH
Aquatic Insect Habitat?	☑ Yes ☐ No	Corridor (through or adj.)?	☑ Yes ☐ No	
Amphibian Habitat?	☑ Yes ☐ No	Wetland Connectivity?	☑ Yes ☐ No	
Fisheries Habitat?	☐ Yes ☑ No	Upland Connectivity?	☑ Yes ☐ No	
Cavity Trees?	☑ Yes ☐ No			
Food Sources?	☑ Yes ☐ No	Strengths of Upland Habitat:	undeveloped / conservation Block.	
Cover?	☑ Yes ☐ No			

Vegetated Buffer
Type: Forest.
Width: 500+

Habitat Degradation
% of Buffer w/Encroachment: NO
Activities Adversely Affecting Wildlife Function:

Buffer Provides Shade to a Stream?	☑ Yes ☐ No	Significant Disturbance?	☑ Yes ☐ No	old dump.
Buffer Safeguards Wetland?	☑ Yes ☐ No	Structures Obstructing Wildlife Movement?	☑ Yes ☐ No	old culvert.
		Prox. to Beaver/Mink/Otter?	☑ Yes ☐ No	

ECOLOGICAL INTEGRITY

Function Present — Principal Function

Landscape Position: center of conservation block. — YES. needs clean up in small area of adjacent upland.

Adjacent Development: NO

Signs of Degradation: old dump.

Invasives Present/Type: NO

WETLAND VALUES

Waterbased Recreational Value		Restoration Stabilization Potential		Value
Parking Available?	☐ Yes ☑ No		☐ Yes ☑ No	☐ H ☐ M ☑ L
Watercraft Access?	☐ Yes ☑ No	Describe:		
Fishing Available?	☐ Yes ☑ No			
Hunting Permitted?	☐ Yes ☐ No ?	H20 Quality Degradation	☐ Yes ☐ No	
Walking/Biking Trails?	☐ Yes ☑ No			

Educational/Scientific Value		Value
Unique Habitats/Species?	☑ Yes ☐ No	☐ H ☑ M ☐ L
Diverse Wildlife Habitat?	☑ Yes ☐ No	
Parking/Access?	☐ Yes ☑ No	

Uniqueness/Heritage		Comments:	Value
Urban Upland/Proximity?	☐ Yes ☑ No	old road crosses wetland to river bank area. may have historic value?	☐ H ☑ M ☐ L
Rapid Develop. Upland?	☑ Yes ☐ No		
Critical Habitat/End. Sp?	☑ Yes ☐ No ?		
Archaeological Sites?	☐ Yes ☐ No	Scenic Quality	
Stonewalls Present?	☑ Yes ☐ No	River is scenic.	
Historic Sites?	☐ Yes ☐ No ?		
Ecological Health/Vigor?	☑ Yes ☐ No		

WEST ENVIRONMENTAL

New Hampshire Natural Heritage Bureau

DNCR - Division of Forests & Lands
172 Pembroke Road, Concord, NH 03301
Phone: (603) 271-2214 Fax: (603) 271-6488

To: Shaun Dillon
Southeast Land Trust
6 Center Street, PO Box 675
Exeter, NH 03833

From: NH Natural Heritage Bureau
Date: 2021-08-16
Re: Review by NH Natural Heritage Bureau of request dated 2021-08-06

NHB File ID: 3705 **Town:** Durham, NH
Project type: Landowner Request **Location:** 14-10-2; Alice M. & Wilson S. Pike

We have searched our database for records of rare species and exemplary natural communities on the property(s) identified in you r request. Our database includes known records for species officially listed as Threatened or Endangered by either the state of New Hampshire or the federal government, as well as species and natural communities judged by experts to be at risk in New Hampshire but not yet formally listed.

NHB records on the property(s): **None**

NHB records within one mile of the property(s):

	Last Reported	Listing Status		Conservation Rank	
Natural Community		**Federal**	**NH**	**Global**	**State**
Kettle hole bog system	1996	--	--	GNR	S2
Plant Species		**Federal**	**NH**	**Global**	**State**
crested sedge - *Carex cristatella*	2004	--	E	G5	S1
long-leaved pondweed - *Potamogeton nodosus*	2004	--	T	G5	S2
Vertebrate Species		**Federal**	**NH**	**Global**	**State**
Jefferson/Blue-spotted Salamander Complex - *Ambystoma pop. 3*	2014	--	--	GU	S2
Pied-billed Grebe - *Podilymbus podiceps*	2016	--	T	G5	S2B
Least Bittern - *Ixobrychus exilis*	2014	--	SC	G4	S1B
Sora - *Porzana carolina*	2013	--	SC	G5	S3B

NOTE: This review *cannot* be used to satisfy a permit or other regulatory requirement to check for rare species or habitats that could be affected by a proposed project, since it provides detailed information only for records actually on the property.

New Hampshire Natural Heritage Bureau

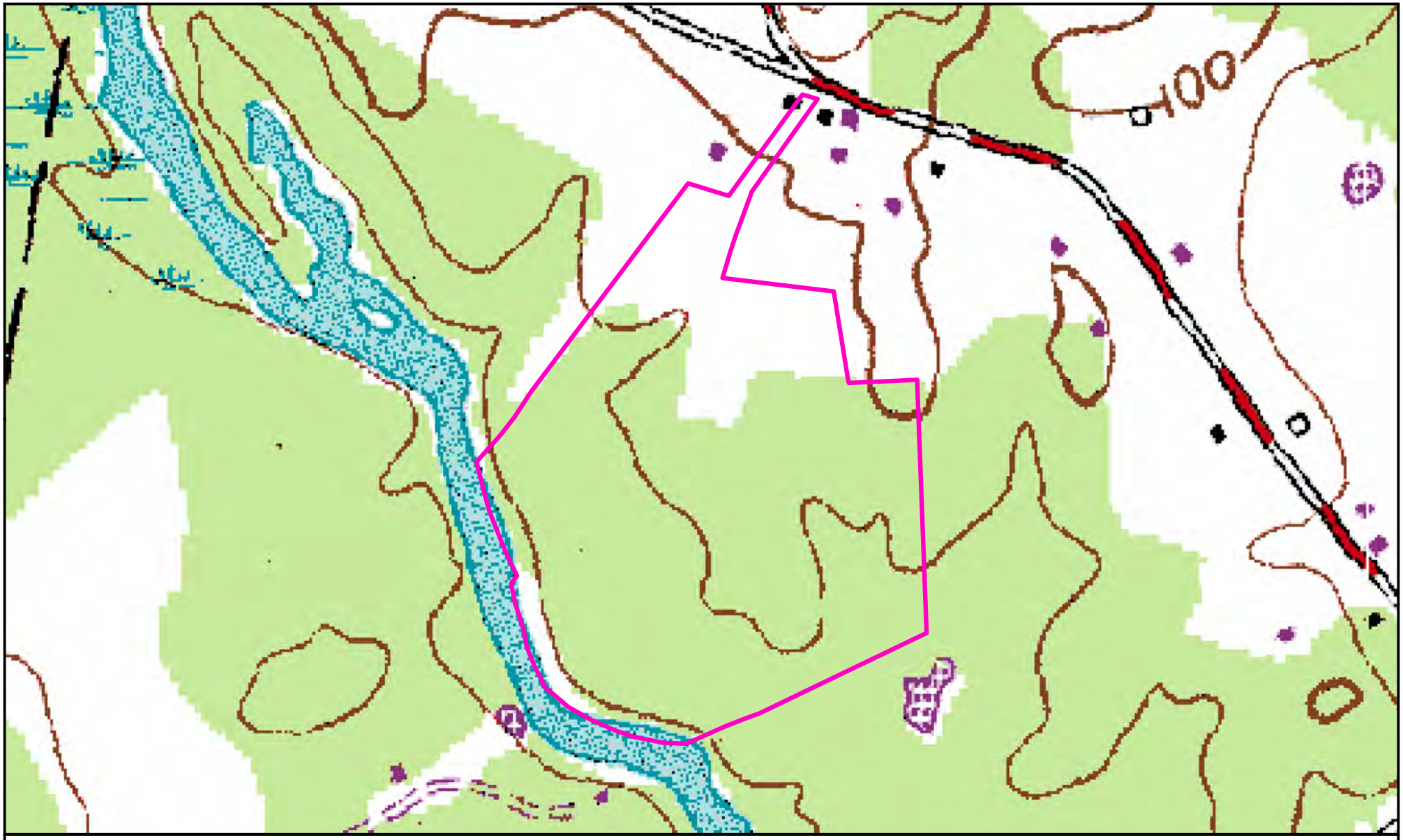
DNCR - Division of Forests & Lands
172 Pembroke Road, Concord, NH 03301
Phone: (603) 271-2214 Fax: (603) 271-6488

Common Gallinule - *Gallinula galeata*	2006	--	SC	G5	S2B
Marsh Wren - *Cistothorus palustris*	2020	--	--	G5	S3B
American Eel - *Anguilla rostrata*	2010	--	SC	G4	S3
Spotted Turtle - *Clemmys guttata*	2021	--	T	G5	S2
Wood Turtle - *Glyptemys insculpta*	2003	--	SC	G3	S3
Blanding's Turtle - *Emydoidea blandingii*	2015	--	E	G4	S1
Northern Black Racer - *Coluber constrictor constrictor*	2013	--	T	T5	S2

Listing codes: T = Threatened, E = Endangered SC = Special Concern
Rank prefix: G = Global, S = State, T = Global or state rank for a sub-species or variety (taxon)
Rank suffix: 1-5 = Most (1) to least (5) imperiled. "--", U, NR = Not ranked, B = Breeding population, N = Non-breeding. H = Historical, X = Extirpated.

A negative result (no record in our database) does not mean that no rare species are present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

NOTE: This review *cannot* be used to satisfy a permit or other regulatory requirement to check for rare species or habitats that could be affected by a proposed project, since it provides detailed information only for records actually on the property.



Natural Heritage Bureau
Landowner Report

Project ID Number: 3705

NOTE: Any rare species and/or exemplary natural communities in this area are not shown unless they occur, at least in part, within the property bounds.

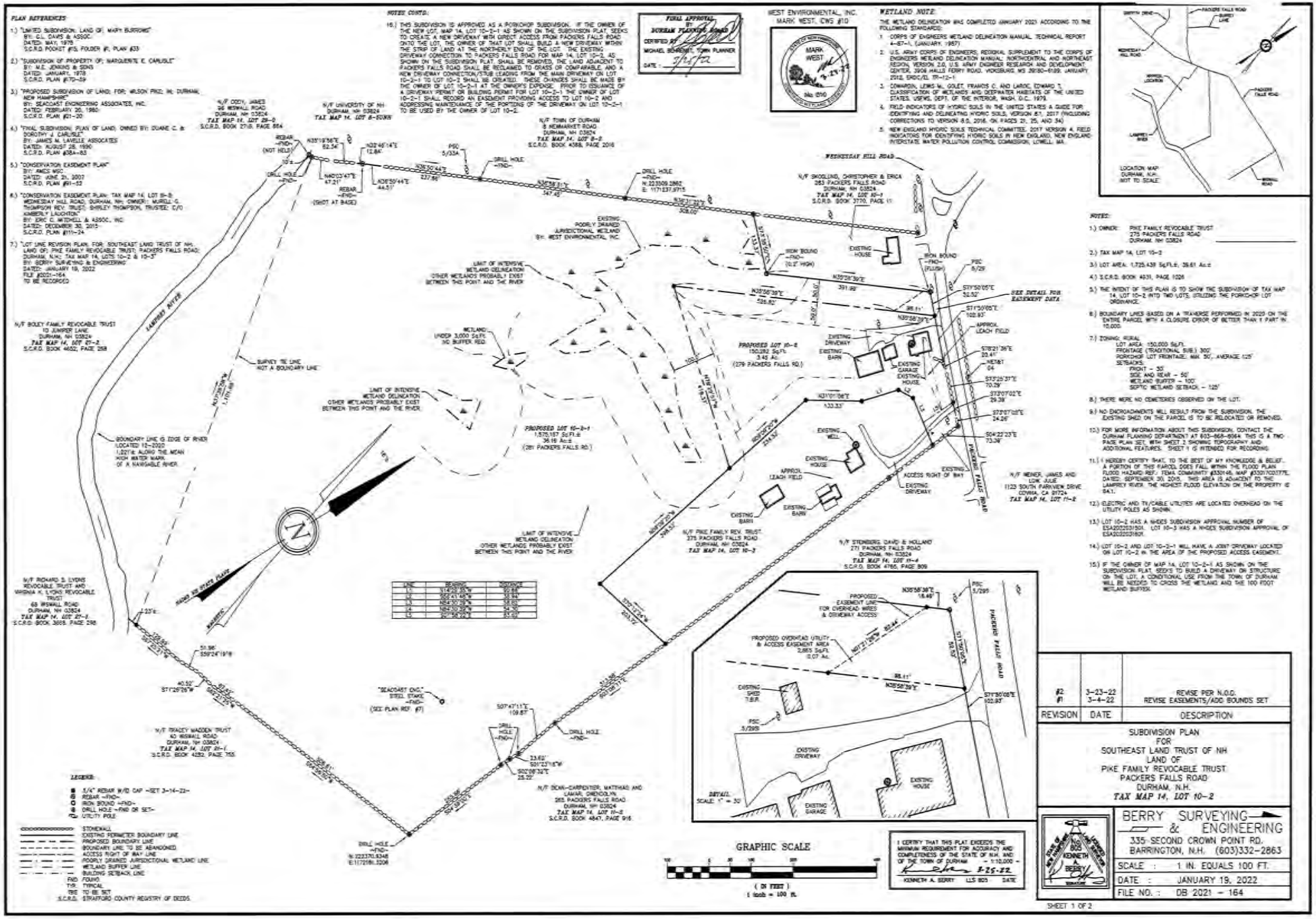
	# of Records
Property Bounds	
Plant Occurence:	*0*
Animal Occurence:	*0*
Natural Community:	*0*
Ecological System:	*0*

0 0.1 0.2 Mile

N W E S

DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NEW HAMPSHIRE
FORESTS & LANDS

Plan # 12627 03/25/2022 02:28:00 PM
Page 1 of 2
Catherine A. Arnold
Register of Deeds, Strafford County



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Catherine A. Berube
Register of Deeds, Strafford County

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, **BONNIE PIKE, an un-remarried widow, INDIVIDUALLY and as TRUSTEE OF THE PIKE FAMILY REVOCABLE TRUST OF 2021**, with an address of 275 Packers Falls Road, Town of Durham, County of Strafford, State of New Hampshire 03824, for consideration paid, grants to the **TOWN OF DURHAM**, a municipal corporation, with an address of 8 Newmarket Road, Durham, Strafford County, State of New Hampshire 03824,

with **WARRANTY COVENANTS**, the following described premises:

A certain tract or parcel of land, with any and all structures and improvements thereon consisting of approximately 36.16 acres, situated off of Packers Falls Road in the Town of Durham, County of Strafford, State of New Hampshire, and depicted as Proposed Lot 10-2-1 on a survey plan (the "Survey Plan") entitled "Subdivision Plan for Southeast Land Trust of NH, Land of Pike Family Revocable Trust, Packers Falls Road, Durham, N.H., Tax Map 14, Lot 10-2", prepared by Berry Surveying & Engineering, dated January 19, 2022, and recorded at the Strafford County Registry of Deeds as Plan # 12629, and more particularly bounded and described as follows:

Beginning on the southerly sideline of Packers Falls Road at an iron bound found at land now or formerly of Christopher & Erica Skoglund;
Thence running S71°50'05"E along the southerly sideline of the said Packers Falls Road for a distance of fifty-two and fifty-two hundredths (52.52') feet to a ¾" rebar with surveyor's ID cap set at land shown on said plan as Proposed Lot 10-2;
Thence turning and running S35°58'39"W along said Proposed Lot 10-2 for a distance of ninety-eight and eleven hundredths (98.11') feet to a ¾" rebar with surveyor's ID cap set;
Thence continuing S35°58'39"W along said Proposed Lot 10-2 for a distance of five hundred twenty-six and eighty-two hundredths (526.82') feet to a ¾" rebar with surveyor's ID cap set;
Thence turning and running S78°29'57"E along said Proposed Lot 10-2 for a distance of four hundred eighteen and thirty-seven hundredths (418.37') feet to a ¾" rebar with surveyor's ID cap at land now or formerly of the Pike Family Revocable Trust;
Thence turning and running S09°09'20"E along land of the said Pike Family Revocable Trust for

a distance of three hundred ninety-eight and fifty-two hundredths (398.52') feet to a ¾" rebar with surveyor's ID cap;
Thence turning and running N70°12'24"E along land of the said Pike Family Revocable Trust for a distance of two hundred three and seventy-two hundredths (203.72') feet to a ¾" rebar with surveyor's ID cap set in a stonewall at land now or formerly of Matthias Dean-Carpenter and Gwendolyn Lamar;
Thence turning and running S03°08'11"E along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of three hundred thirteen and fifty-eight hundredths (313.58') feet to a drill hole found;
Thence running S07°47'11"E along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of one hundred nine and eighty-seven hundredths (109.87') feet to a drill hole found;
Thence running S01°23'18"W along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of twenty-three and sixty-two hundredths (23.62') feet to a drill hole found;
Thence running S02°08'32"E along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of twenty-five and twenty-two hundredths (25.22') feet to a drill hole found;
Thence running S04°39'00"E along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of two hundred sixty-five and sixty-six hundredths (265.66') feet to a drill hole found in a stone wall intersection at land now or formerly of the Tracey Madden Trust;
Thence turning and running S64°56'50"W along land of the said Madden Trust and the said stonewall for a distance of five hundred six and sixty-one hundredths (506.61') feet to a point in the stonewall;
Thence running S62°21'25"W along land of the said Madden Trust and the said stonewall for a distance of sixty-seven and forty-two hundredths (67.42') feet to a point in the stonewall;
Thence running S71°26'26"W along land of the said Madden Trust and the said stonewall for a distance of forty and fifty-two hundredths (40.52') feet to a point in the stonewall;
Thence running S59°24'19"W along land of the said Madden Trust and the said stonewall for a distance of fifty-one and ninety-six hundredths (51.96') feet to a point in the stonewall;
Thence running S67°25'21"W along land of the said Madden Trust and the said stonewall for a distance of hundredths (129.99') feet to the end of the stonewall;
Thence continuing S67°25'21"W along land of the said Madden Trust for a distance of approximately twenty-three (23') feet to the northerly high-water mark of the Lamprey River;
Thence turning in a generally westerly direction and running upriver along the northerly high-water mark of the said Lamprey River a distance of approximately one thousand two hundred twenty-one (1,221') feet to a point near a drill hole found at land now or formerly of the University of New Hampshire;
Thence running and running N40°03'47"E along land of the said University for a distance of approximately ten (10') feet to a drill hole found at the end of a stonewall;
Thence running N40°03'47"E along land of the said University and the said stonewall for a distance of forty-seven and twenty-one hundredths (47.21') feet to a point on the stonewall;
Thence running N35°19'56"E along land of the said University and the said stonewall for a distance of sixty-two and thirty-four hundredths (62.34') feet to a the end of the stonewall;
Thence running N32°46'14"E along land of the said University for a distance of twelve and eighty-four hundredths (12.84') feet to the base of a rebar found at land now or formerly of the Town of Durham;

Thence running N36°50'44"E along land of the said Town for a distance of forty-four and fifty-one hundredths (44.51') feet to the end of a stonewall;
Thence running N36°50'44"E along land of the said Town and the said stonewall for a distance of two hundred thirty-seven and eighty-six hundredths (237.86') feet to a drill hole found in the stonewall;
Thence running N36°58'31"E along land of the said Town and the said stonewall for a distance of three hundred forty-seven and forty-five hundredths (347.45') feet to a drill hole found in the stonewall;
Thence running N36°31'22"E along land of the said Town and the said stonewall for a distance of three hundred eight and no hundredths (308.00') feet to a drill hole set in the stonewall at land of the said Skoglund;
Thence turning and running S73°38'50"E along land of the said Skoglund for a distance of one hundred thirty-three and thirty-seven hundredths (133.37') feet to an iron bound found;
Thence turning and running N35°58'39"E along land of the said Skoglund for a distance of three hundred ninety-one and ninety-nine hundredths (391.99') feet to the point begun at.
Having an area of 1,575,157 Square Feet, 36.16 Acres, more or less.

Subject to a Conservation Easement Deed from the Grantor to the Southeast Land Trust of New Hampshire recorded herewith and also subject to any additional restrictions, conditions, etc. as shown on said Survey Plan and/or recorded at the Strafford County Registry of Deeds.

Being a portion of the same premises Bonnie Pike inherited through the Estate of Wilson S. Pike (See 7th Circuit – Probate Division – Dover, Case No. 319-2020-ET-00663). See (1) Fiduciary Deed of Bonnie Pike, as Administrator of the Estate of Wilson S. Pike recorded at the Strafford County Registry of Deeds in Book 4931, Page 1026; (2) Fiduciary Deed of Bonnie Pike, as Administrator of the Estate of Wilson S. Pike recorded at the Strafford County Registry of Deeds in Book 4931, Page 1028; (3) Quitclaim Deed of James S. Pike a/k/a James S. Pike, Jr. recorded at the Strafford County Registry of Deeds in Book 5001, Page 298; and (4) Quitclaim Deed of Deborah Pike recorded at the Strafford County Registry of Deeds in Book 5001, Page 297.

The undersigned, Bonnie Pike, Trustee of the Pike Family Revocable Trust of 2021, dated July 19, 2021, created by Bonnie Pike, Grantor, hereby certifies that she has full and absolute power in said Trust Agreement to convey any interest in real estate and improvements thereon held in said trust, that no third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or to see to the application of any trust assets paid to the Trustee for a conveyance thereof, and that the above referenced Trust has not been terminated, revoked, or amended.

This transfer is exempt from revenue stamps pursuant to RSA 78-B:2-I

(Signatures on following page)

Witness my hand this 13 day of July, 2023.

Pike Family Revocable Trust of 2021

Witness to All

Bonnie Pike, Trustee

Bonnie Pike, Individually

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On the 13 day of July, 2023, before me, personally appeared, **Bonnie Pike, as Trustee of the Pike Family Revocable Trust of 2021** and **Bonnie Pike, Individually**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed and that of the Trust.

Notary Public
My commission expires:

TAMMY A. MELNICK
STATE OF
-MY-
COMMISSION
EXPIRES
FEBRUARY 8,
2028
NEW HAMPSHIRE
NOTARY PUBLIC

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Catherine A. Berube
Register of Deeds, Strafford County

The within conveyance is a transfer to the State of New Hampshire and is therefore exempt from the New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2(I) and exempt from the LCHIP surcharge pursuant to RSA 478:17-g(II)a.

CONSERVATION EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that **BONNIE PIKE, an un-remarried widow, INDIVIDUALLY and as TRUSTEE OF THE PIKE FAMILY REVOCABLE TRUST OF 2021,** with a mailing address of 275 Packers Falls Road, Town of Durham, County of Strafford, State of New Hampshire 03824 (hereinafter together referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns), . .

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

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 247 North River Road, Town of Epping, County of Rockingham, State of New Hampshire, 03042, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

with a **Third Party Right of Enforcement** therein, as further defined in Section 9 below, granted to the **STATE OF NEW HAMPSHIRE** acting through its **DEPARTMENT OF ENVIRONMENTAL SERVICES**, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302 (referred to herein as "**NHDES**" and otherwise hereinafter referred to together with the "NRCS," defined below, as the

"**Third Party Holders**", which term shall include the Third Party Holders' successors and assigns),

and with a **Third Party Right of Enforcement** therein, as further defined in Section 9 below, to the **UNITED STATES OF AMERICA** (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC) (referred to herein as "**NRCS**" and otherwise hereinafter referred to together with the NHDES as the "**Third Party Holders,**" as set forth above, which term shall include the Third Party Holders' successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property"), being unimproved land, consisting of approximately 36.16 acres, situated off of Packers Falls Road in the Town of Durham, County of Strafford, State of New Hampshire, more particularly bounded and described in EXHIBIT A attached hereto and made a part hereof and depicted as Proposed Lot 10-2-1 on a survey plan (the "Survey Plan") entitled "Subdivision Plan for Southeast Land Trust of NH, Land of Pike Family Revocable Trust, Packers Falls Road, Durham, N.H., Tax Map 14, Lot 10-2", prepared by Berry Surveying & Engineering, dated January 19, 2022, and recorded at the Strafford County Registry of Deeds as Plan # 12629.

The Easement has been conveyed in part with an $87,606.00 financial assistance award from the New Hampshire Drinking Water and Groundwater Trust Fund (DWGTF), administered by the New Hampshire Department of Environmental Services, for the acquisition and protection of the Property, and accordingly, the Grantor shall henceforth provide annual stewardship reports to NHDES meeting the requirements set forth in N.H. Administrative Rule Env-Dw 1002.26.

The Easement has been conveyed in part with a $220,000.00 financial assistance award from the New Hampshire Department of Environmental Services Aquatic Resources Mitigation Fund; which award places certain restrictions on the Property as described herein. The Easement hereby granted is pursuant to and consistent with the applicable provisions of NH RSA 477:45-47, and in compliance with the New Hampshire Aquatic Resources Mitigation Fund (ARM) Final In-lieu Fee Program (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142).

This Easement was acquired with funds provided, in part, under the Regional Conservation Partnership Program (RCPP) (16 U.S.C. Section 3871 et seq. and 7 CFR part 1464). The Easement will run with the land in perpetuity. As required by the RCPP, and as a condition of receiving RCPP funds, all present and future use of the Property described in EXHIBIT A is and will remain subject to the terms and conditions described forthwith. The rights of the United States acquired under this Easement shall be unaffected by any subsequent amendments or repeal of the RCPP. Decision making on behalf of NRCS is delegated to the Chief of NRCS or authorized designee (hereafter referred to as "Chief of NRCS").

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report with the original on file with the Grantee and a copy provided to the Grantor and with additional copies provided to the Third Party Holders.

1. PURPOSES AND CONSERVATION VALUES

The RCPP facilitated and provided funding for the purchase of this Easement to further the restoration, protection, enhancement, management, maintenance, and monitoring of the following Conservation Values on the Property (the "Conservation Values"). In addition, the Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the public benefit and to further the restoration, protection, enhancement, management, maintenance and monitoring of the following Conservation Values:

A. The protection and use of the Town of Durham-University of New Hampshire's surface and groundwater drinking water sources, namely the surface water intake on the Lamprey River which the Property abuts, and the approximately 11.6-acres of the Property that is within the Durham-UNH Water Supply Intake Protection Area; and
B. The protection of the undeveloped 1,221 feet of frontage along the federally designated Wild and Scenic Lamprey River, to which the Property provides access and upon which it fronts; and
C. The conservation and protection of open spaces, particularly the conservation of the productive forest and agricultural land of which the Property consists and of the wildlife habitat thereon including wetland, upland, and aquatic habitat and the long-term protection of the Property's capacity to produce economically valuable forestry and agricultural products; and
D. The enlargement and enhancement of nearby conservation land that includes, but is not limited to the following conservation properties: the abutting approximately 28-acre SELT held Burrows Conservation Easement, the abutting Town of Durham owned approximately 54-acre Thompson Forest which is protected by a SELT held conservation easement, and across the Lamprey River the approximately 50-acre SELT held Dunham Conservation Easement; and
E. The protection, sustainable use, and quality of ground water and surface water resources and the protection of aquatic habitat on and under the Property which are all within the watershed of the Lamprey River; and the protection of the ecological integrity of the Property's approximately 5.6 acres of wetlands, approximately 5.3-acres of Army Corps of Engineers designated 100-year floodplain, the Property's many vernal pools, and approximately 1,150 linear feet of brooks and streams on the Property that are part of the Lamprey River system; and
F. The protection of the natural wildlife habitats on the Property including the wetland, riparian, and upland habitats thereon including approximately 6.7 acres of "Highest Ranked Habitat in New Hampshire", approximately 18.8 acres of "Highest Ranked Habitat in Biological Region", and approximately 7.7 acres of "Supporting Landscape" as determined by the NH Fish & Game Department's 2020 Wildlife Action Plan; and
G. The protection of the natural habitat of state designated, threatened, endangered and species of greatest conservation need that occur and may occur in the future on the Property; the protection of any known or potential exemplary natural communities that occur or may occur in the future on the Property; and the protection of rare or vulnerable forest and wetland communities that occur or may occur in the future on the Property; and
H. The protection of the Property for sustainable low-impact non- motorized public access,

recreation and education opportunities that are compatible with and not detrimental to the above listed Conservation Values and do not otherwise limit or interfere with the protection, enhancement, restoration, monitoring, and management of the above listed Conservation Values.

The Grantor, the Grantee, the NHDES, and NRCS (jointly referred to as the "Parties") acknowledge that the Easement is acquired by the Grantee for the purpose of the restoration, protection, enhancement, management, maintenance, and monitoring of the above stated Conservation Values (the "Purposes of the Easement").

The above Conservation Values are consistent with the clearly delineated open space conservation goals as stated in the "Town of Durham, NH 2015 Master Plan", which recommends, "Pursue acquisition of conservation easements or fee title to land protecting critical water resources shown on the Conservation Focus Areas Map. This map includes potential conservation parcels and greenway linkages throughout the town as well as specific areas such as Johnson Creek and the Oyster, Lamprey, and Horsehide Creek Corridors" (Page LU-16); and the Master Plan's goal to, "Expand and strengthen the connections among Durham's conservation lands in rural areas, connecting lands owned by the Town, University of New Hampshire, and private conservation groups along Horsehide Creek, the Lamprey and Oyster Rivers, and smaller tributaries and streams" (Page LU17); and the recommendation to "Work with Town government, UNH, landowners and land conservation organizations to protect farmland and forestland through conservation easements, fee simple purchases, and acceptance of donations of land." (Page AG-17).

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, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, and wildlife resources."

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

and with NH RSA 482-A:28 which states: "The New Hampshire Department of Environmental Services ("DES") Aquatic Resource Mitigation ("ARM") Fund has been created as one of several compensatory mitigation options available to applicants for impacts to wetlands and other aquatic resources. This mitigation option is available for use after avoidance and minimization of impacts to these aquatic resources has been achieved. The ARM Fund seeks "no net loss" of aquatic resource acreage and functions using a watershed approach".

Even if the Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of the Easement, and the restrictions and covenants of this Easement will apply to the Property as a whole.

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

2. USE LIMITATIONS

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

A. Any use not specifically prohibited or restricted by this Easement is allowed; however any uses or activities that are inconsistent with the Purposes of the Easement are prohibited. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the Easement's protection for the Purposes of the Easement.

B. **RCPP Easement Plan**. The Grantor shall prepare an RCPP Easement Plan in consultation with the Grantee and the Chief of NRCS.

i. The RCPP Easement Plan shall describe the Conservation Values and identify natural resource concerns on the Property and shall describe the conservation activities, measures, practices, and land uses that may be implemented to restore, protect, enhance, maintain, manage, and monitor the Conservation Values, address the identified resource concerns, and promote the long-term viability of the land to meet the Purposes of the Easement. The RCPP Easement Plan shall:

a. Identify, as applicable, permissible and prohibited activities and any associated restoration plans;

b. Include a habitat management plan component that describes: the forest, wetland, riparian, rare or exemplary natural communities (if any), and rare, threatened or endangered species (if any) resource and habitats, including associated habitats; the functions and values of each identified habitat; the management system and practices that restore, protect, enhance, manage, maintain, and monitor the viability of the identified resources and habitats; and as applicable, any species or sensitive natural resources requirements;

c. Include a forest management plan component prepared in accordance with Section 2.C.ii.e-j below and an agricultural management plan component prepared in accordance with 2.C.iii. a-b below with each component describing the management system and practices that restore, protect, enhance, manage, maintain, and monitor the viability of the forest and agricultural land and as applicable, any significant conservation benefits; and

d. The RCPP Easement Plan may include prohibited activities beyond those contained in this Easement.

ii. The RCPP Easement Plan is incorporated by reference and must not include any provisions inconsistent with the Purposes of the Easement. The Grantor agrees to update the RCPP Easement Plan, in consultation with the Grantee and the Chief of NRCS, in the event the uses or ownership of the Property change. The RCPP Easement Plan and any revisions thereto must be approved by the Grantor, Grantee, and NRCS. A copy of the current RCPP Easement Plan is kept on file with the Grantee.

iii. The Grantee must take all reasonable steps to ensure that any activities conducted on the Property are compliant with the RCPP Easement Plan. In the event of substantial or ongoing noncompliance with the RCPP Easement Plan or the requirement to update the RCPP Easement Plan, Chief of NRCS may notify the Grantee and Grantor. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce requirements related to compliance with the RCPP Easement Plan, the United States may exercise its right of enforcement in accordance with Section 9. below.

C. There shall not be conducted on the Property any industrial or commercial activities, except Agriculture and Forestry and associated industrial or commercial activities as a result of the implementation of the RCPP Easement Plan, as described above and below, and provided that the productive capacity of the Property to yield forest products and/or agricultural crops shall not be degraded by on-site activities. Further, no acts or uses shall occur on the Property that would degrade the water quality such that the standards for public drinking water by NHDES would be threatened or cause an unsustainable quantity of water to be withdrawn.

i. **Description of Agriculture and Forestry**

a. **Forestry:** For the purposes hereof, "Forestry" shall include the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products, all as not detrimental to the Purposes of this Easement. Forestry shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions, and non-commercial timber stand improvement activities, wildlife habitat improvement, sap harvesting and syrup production, or thinning the forest stand.

b. **Agriculture**: For the purposes hereof, "Agriculture" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables) all as not detrimental to the Purposes of this Easement.

ii. Requirements for Forestry:

a. Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:
b. "New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations" (N.H. Division of Forests and Lands, 2016); and
c. "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest

Sustainability Standards Work Team, 2010), or similar successor publications.

d. The following Forestry riparian buffer zones shall apply for Forestry activities and other tree cutting and removal operations within and adjacent to wetlands, perennial streams and rivers, hereinafter referred to collectively as "water body or water bodies." Streams and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Wetlands shall include any wetlands shown on National Wetland Inventory maps; documents/plans that include wetland delineations with said wetland delineations prepared by a licensed soils or wetlands scientist; wetlands, streams and rivers delineated in the report "Aquatic Resource Mitigation Fund Documentation for the Pike Property" dated August 2021, prepared by West Environmental; Town wetland inventory maps; NH GRANIT land cover maps; or other sources mutually agreed to by the Grantor and Grantee. A map entitled "Water Resources-Buffer Zones Map", included in the Baseline Documentation Report, designates the approximate locations of the water bodies and riparian buffer zones.
   (1) Forestry riparian buffers zones shall include one hundred (100) feet from each side of a water body and shall be expanded as necessary to encompass all vegetative communities with slopes greater than 35%, or soils classified as highly erodible that are adjacent to the water body.
   (2) The distance of the riparian buffer shall be measured from the edge of the normal high water mark of the water body. In areas where there are wetlands contiguous to a stream or river the riparian buffer shall be measured from the upland edge of the wetland.
   (3) There shall be no Forestry activities, soil disturbance, tree or vegetation cutting and removal, or application of herbicides or pesticides within the water body and the first twenty-five (25) feet from the normal high water mark or water body edge as defined above. The Grantor may request permission from the Grantee to conduct any of the before stated activities for wildlife habitat improvement purposes, construction of wildlife viewing platforms and maintaining the view from said platforms, or to meet other specific natural resource or ecological goals (e.g., invasive species removal). For wildlife habitat improvements or improvements for natural resource or ecological goals, the Grantor must submit the request to the Grantee as part of the Forest Management Plan or an amendment thereto. For the construction of wildlife viewing platforms, the Grantor shall submit the request to the Grantee as a written plan with scaled drawings indicating the location, size, materials, vegetation to be impacted by the platform and viewing zone, and access to the viewing platform. The Grantee shall first consult with the Third Party Holders and either approve, deny, or approve with conditions the request at their sole discretion.
   (4) Within the remainder of the riparian buffer zone, tree harvest methods shall be only for wildlife habitat improvements and limited to single tree or small group selection cuts, leaving a well-distributed, uneven-aged stand of trees.
   (5) No new roads or log landings shall be constructed within riparian buffer zones, except in circumstances where complying with this provision may

result in a greater overall negative environmental impact or would preclude reasonable access to areas suitable to Forestry. Existing roads, as identified by the Baseline Documentation Report, may be retained and maintained. Skid trails and log landings shall be kept to the minimum reasonably necessary for tree removal. Any roads, skid trails, and log landings within a riparian buffer zone shall be designed and maintained to minimize degradation of water quality and aquatic habitat.

e. Forestry shall be performed using silvicultural practices that enhance or maintain the value of timber while recognizing that the ecological, aesthetic, wildlife, or other non-timber values are important components of the forest. To the extent reasonably practicable, forestry shall meet the following goals:
   - maintenance of soil productivity;
   - protection of water quality, wetlands, vernal pools, and riparian zones;
   - maintenance or improvement of the overall quality of forest products;
   - conservation of scenic quality and recreational access and trails (if any);
   - protection of significant or fragile natural areas, exemplary natural communities, and rare, threatened and endangered species, including their habitats;
   - protection of significant historic and cultural features; and
   - conservation of native plant and animal species.

f. Any Forestry shall be performed in accordance with a written Forest Management Plan and the RCPP Easement Plan, consistent with this Easement and its Purposes, and be prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.

g. Said Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. Or, if more than ten (10) years old, the Forest Management Plan shall have been reviewed and updated as required by such a licensed forester or other qualified person at least thirty (30) days prior to the date of harvest.

h. Said Forest Management Plan shall include a statement of landowner objectives, and shall specifically address:
   - the accomplishment of those Purposes for which this Easement is granted and the accomplishment of the goals and recommendations contained in the RCPP Easement Plan,
   - the goals in Section 2.C.ii.e. above,
   - descriptions of the management system and practices that restore, protect, enhance, manage, maintain, and monitor the viability of the forest land and as applicable, any significant conservation benefits; and
   - water bodies as defined herein, riparian buffer zones and their delineation on a map(s) in the Forest Management Plan and how water bodies and vernal pools will be protected in association with forest management activities including but not limited to road construction and maintenance and implementation of

stand prescriptions.

i. At least thirty (30) days prior to any Forestry activities, the Grantee shall have received from the Grantor a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that the Forest Management Plan, as defined in 2.C.ii, d-h, above, has been prepared in compliance with the terms of this Easement. The Grantee may request the Grantor to submit the Forest Management Plan itself to the Grantee within ten (10) days of such request, but acknowledges that its purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

j. Forestry activities shall be conducted in accordance with said Forest Management Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.

k. Prior to conducting Forestry activities, in those areas proposed for the Forestry activities, the riparian buffers shall be clearly marked by a licensed professional forester or other qualified person approved in advance and in writing by the Grantee.

l. Forestry activities on the Property are limited to those Forestry activities that restore or conserve the Conservation Values and must be conducted in a manner consistent with the terms of the Easement and the RCPP Easement Plan.

iii. Requirements for Agriculture:

a. Agricultural use of the Property is limited to those agricultural uses that restore or conserve the Conservation Values and must be conducted in a manner consistent with the terms of the Easement and the RCPP Easement Plan. Agriculture shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Such management activities shall not be detrimental to the Conservation Values of this Easement.

b. Agricultural uses and activities, shall be further limited in location and extent to only that approximately five (5) acre portion of the Property shown as "Agricultural Area: 'Pasture' and 'Mowed Field'" on the map entitled "Baseline Cover Type Map Showing Photograph Locations & Perspectives" as documented in the Baseline Documentation Report signed by the Parties and on file with the Grantee.

D. Separate conveyance of a portion of the Property or division or subdivision of the Property is prohibited. None of the individual tracts which together comprise the Property

shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.

E. Impervious surfaces will not exceed a combined total of one-thousand (1,000) square feet, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including, but is not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement.

F. Except as otherwise permitted in this Section 2.F, all structures and improvements must be located within the Building Envelope(s), as shown on the Survey, containing approximately eight and one-tenth (8.1) acres and described in EXHIBIT B, which is appended to and made a part of the Easement.

i. Building Envelope Boundaries – The identified boundaries and locations of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Conservation Values. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this Easement to add an exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).

ii. Utilities that serve approved buildings or structures allowed in this Section 2.F., that neither individually nor collectively have an adverse impact on the Conservation Values, may be located outside of the Building Envelope(s) with prior written approval of the Grantee.

iii. Construction of new roads on the Property may be authorized only if such construction is approved in advance by Grantee, within impervious surface limits, and is consistent with the Purposes of the Easement or necessary to carry out the allowed uses on the Property. Such new roads are not required to be located within Building Envelope(s).

iv. Maintenance of existing roads and driveways documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in writing and in advance by Grantee, and is consistent with the Purposes of the Easement or necessary to carry out the allowed uses on the Property.

v. Fences may be maintained and replaced and new fences installed if they are necessary to achieve the Conservation Values, necessary to carry out the allowed uses on the Property, or to mark boundaries of the Property. Such fences are not required to be located within Building Envelopes. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purposes of the Easement.

vi. All structures and improvements permitted pursuant to this Section 2.F must be necessary in the accomplishment of the Forestry, Agriculture, conservation, habitat management, restoration, outdoor educational, or other allowed uses of the Property permitted under Sections 2. and 3. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, underground petroleum/gas storage tank, tennis court, swimming pool, athletic field, golf course, tower, telecommunications facility or aircraft landing area.

G. Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, wetlands, or the Conservation Values is prohibited, except for the following activities which may be authorized if the activity will further the Purposes of the Easement, as determined by the Grantee:

i. Erosion and sediment control pursuant to a plan approved by the Grantee;

ii. Soil disturbance activities required in the maintenance or construction of approved buildings, structures, improvements, roads, and utilities provided that the required alteration has been approved in writing by Grantee and NHDES as being consistent with the Purposes of the Easement;

iii. Altering of habitats or other natural features by burning, digging, plowing, disking, cutting, or otherwise destroying the vegetative cover for wildlife habitat improvement purposes and pursuant to a plan approved by the Grantee;

iv. Agricultural activities, forest land uses or forest restoration and related conservation activities conducted in accordance with the terms and conditions of this Easement and the RCPP Easement Plan.

Said surface alteration shall:

- not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
- not be detrimental to the Conservation Values; and
- be conducted in a manner consistent with the RCPP Easement Plan and pursuant to terms and conditions approved by the Grantee in advance and in writing. Such terms and conditions must prescribe the technical limitations and requirements of the activities, such as the amount, method, location, frequency, timing, intensity, and duration, and may be set forth in the RCPP

Easement Plan itself or a separate plan specific to the activity.

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

H. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the Forestry, Agriculture, conservation, or outdoor recreational or outdoor educational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed sixteen (16) square feet in size, and no sign shall be artificially illuminated.

I. Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Property is prohibited. Provided however, limited mining activities for materials (e.g., sand, gravel, or shale) used for Forestry or Agriculture is allowed where the extraction of materials used for such operations is limited, localized, and small with a defined area and approved prior to extraction by the Grantee, not to exceed two-thousand five-hundred (2,500) square feet of unrestored extraction areas at any one time, and does not harm the Conservation Values, and does not degrade the quality and sustainable yield of ground and surface water resources associated with the Property. Following the cessation of extractive activities at any given extractive area on the Property, the Grantor shall restore such area(s) to a natural vegetated condition and appearance in conformance with all governmental laws, ordinances, rules, and regulations, including but not limited to the requirements of U.S. Treasury Regulations at 1.170A-14(g)(4)(i), as may be amended from time to time.

Said limited mining activities for materials used for Forestry or Agriculture operations shall also be acceptable for use for conservation, habitat management and restoration activities. If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Property prior to the time this Easement is executed, and their interests have not been subordinated to this Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Section 2.I. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference this Easement.

J. There shall be no dumping, accumulation, injection, burning, or burial on the Property of man-made materials, waste generated off the Property, or materials then known to be environmentally hazardous.

K. The granting or modification of easements for utilities and roads is prohibited unless specifically authorized in writing in advance by the Grantee, in consultation with the Chief of NRCS and NHDES. Authorization for such activity may only be provided if the Grantee, in consultation with the Chief of NRCS and NHDES, has determined the utility

or road is consistent with protecting and maintaining the Conservation Values and such authorization may be subject to terms and conditions Grantee determines are necessary to ensure the viability of the Conservation Values.

L. The Property shall not be used for developed recreation. These uses include but are not limited to sports fields, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations, and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing.

M. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Section 3.A below.

N. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or land use regulation with respect to the development of any other property.

O. On the Property or on the Grantor's land that is immediately adjacent to, and functionally related to, the Property there shall be no installation of fences which have the effect of preventing wildlife access and use of the Property.

P. Any activities to be carried out on the Grantor's land that is immediately adjacent to, and functionally related to, the Property that will alter, degrade, or otherwise diminish the Conservation Values of the Property are prohibited.

Q. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to public pedestrian access to, on, and across the Property by members of the public for fishing and transitory passive recreational purposes (not including camping), except that Grantor may post against or limit such access, with prior approval of Grantee, if such activities become inconsistent with the Purposes and/or when public safety would be at risk. Notwithstanding the above, Grantor shall have the right to post the Property against:
   i. vehicles, motorized, wheeled, or otherwise;
   ii. access to forest land during harvesting or other active management activities;
   iii. access to agricultural cropland during planting, growing, mowing, thinning and harvesting;
   iv. access to active livestock fields;
   v. access to the interior of any buildings on the Property;
   vi. access during an emergency situation where public safety could be at risk, but only for so long as the emergency situation exists and subject to Grantor providing notice of such temporary posting to Grantee at the earliest practicable time;
   vii. access to locations within the Property that become subject to incidents of problematic or abusive uses or behaviors by said public that are detrimental to the Purposes of this Easement or where such access would place the public safety at risk, but only after Grantor obtains Grantee's prior written approval of such posting for the purpose of managing such issues for a defined period of time as the Grantor

and Grantee may agree. Said problematic or abusive uses or public safety concerns may include but shall not be limited to: making of fires, malicious destruction of the Grantor's real or personal property, potential hazards for visitors atypical to a natural and undeveloped setting, or development of unauthorized trails or structures; and

viii. hunting, trapping, baiting for hunting purposes, and the use of dogs for hunting purposes.

Nothing herein shall prohibit Grantor from disallowing specific individuals or entities access under lawful court orders or injunctive relief.

Grantee shall be under no duty to supervise said public access, use, or purpose except as expressly provided for above.

R. No new recreational trails may be constructed on the Property beyond the maintenance of those in existence at the time of the granting of this Easement, said existing trails are documented in the Baseline Documentation Report. The intent of this Easement is to have no further recreational trails constructed on the Property; however, given this Easement is in perpetuity the parties recognize existing trails may require relocation, or a reasonable new trail may be desired by the Grantor. The Grantor may request the relocation of an existing trail or the construction of a new trail subject to the review, approvals, and requirements of this Section. Said trails shall be consistent with and not detrimental to the Purposes of this Easement. The Grantor shall bear the cost of constructing, relocating, maintaining and repairing said trails. Such trails are not required to be located within Building Envelopes.

i. **Best Management Practices**. Any and all recreational trail creation shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:
   a. Best Management Practices for Erosion Control During Trail Maintenance and Construction" (N.H. Division of Parks & Recreation; Bureau of Trails, 2017);
   b. "Trails for People and Wildlife: A Guide to Planning Trails that allow People to Enjoy Nature and Wildlife to Thrive" (NH Fish & Game Department); and
   c. Appalachian Mountain Club, The Complete Guide to Trail Building and Maintenance, 4th edition.

ii. **Recreation Trail Management Plan Required.** Any and all recreation trail construction, or relocation shall be performed in accordance with a written Recreation Trail Management Plan (RTMP) consistent with this Easement, and approved in advance and in writing by the Grantee and the NHDES. The RTMP shall, be consistent with, the RCPP Easement Plan described in Section 2.B. of this Easement.

iii. **Recreation Trail Management Plan Approval Process**.
   a. The Grantor shall submit a draft RTMP to Grantee and the NHDES for review and input, said review to consider wildlife habitat impacts, water quality impacts, consistency with the Purposes of this Easement, and compliance with the

Easement.

b. After receiving the input from the Grantee and the NHDES, the Grantor shall submit the final draft of the proposed RTMP to the Grantee for final approval at least sixty (60) days prior to new trail construction or relocation activities are proposed to be initiated.
c. Within forty-five (45) days after Grantee's receipt of said RTMP, the Grantee shall inform the Grantor in writing that the RTMP has been approved or disapproved with said review considering its wildlife habitat impacts, water quality impacts, consistency with the Purposes of this Easement, and compliance with the Easement. Any disapproval shall specify in detail the reasons therefor.

iv. **Recreation Trail Management Plan Content**. Said RTMP shall include a statement of landowner objectives, and shall specifically address the requirements of Section 2.B. of this Easement and:
a. the protection of the water quality and minimizing disturbance around and the crossing of vernal pools, streams and wetlands;
b. the protection of habitat for rare, threatened, and endangered species and species of conservation concern, with the minimization disturbance of said habitat from new trail construction and, as appropriate, using trails existing at the time of the granting of this Easement as documented in the Baseline Documentation Report;
c. a map showing the Property's boundaries, access roads, topography, soils, current and proposed relocated or new trails, and proposed recreational improvements;
d. a map showing current and proposed relocated or new trails and recreational improvements as they relate to forest and wildlife habitat types including wetlands, vernal pools, and streams, and identified locations of rare and threatened plant and wildlife species, exemplary natural communities, and species of greatest conservation need and a description of how trails avoid detrimental impacts to said habitats, and plant and wildlife species;
e. a description of any proposed relocated or new trails and improvements including methods and materials for building and maintenance, the approximate proposed trail widths, and the proposed uses for the trails; and any water crossing or erosion control devices that may be needed;
f. trail design appropriate to the proposed use, with said determination of appropriateness to be determined by the Grantee through the Trail Management Plan approval process; and
g. the proposed schedule of implementation of the RTMP, including a description of how trails will be monitored and maintained.

v. **Recreation Trail Management Plan Updates.** The Grantor shall submit an updated or revised RTMP to the NHDES and Grantee for approval if said RTMP is more than ten (10) years old or the Grantor proposes activities that are not as described in the RTMP components to the RCPP Easement Plan previously approved by the Grantee.

vi. **Recreation Trails Management Plan Approval Required.** Prior to the Grantor conducting new trail construction or relocation activities on the Property, the Grantor shall have approved RTMP, or an updated or revised RTMP that has been approved by the Grantee.

vii. **Recreation Trail Management Plan Compliance.** The Grantor, Third Party Holders and Grantee acknowledge that the RTMP's purpose is to guide trail

construction, relocation and maintenance in compliance with this Easement and that the actual activities will determine compliance therewith.

3. RESERVED RIGHTS (Subject to the Use Limitations in Section 2 above except as expressly provided below)

A. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, including but not limited to emergency rescue operations, Forestry, Agriculture, habitat management, recreation management, restoration, monitoring, education management, and to control or remove non-native or invasive species. This provision is an exception to Section 2.M., above.

B. The Grantor reserves the right to conduct conservation activities, practices, measures and land uses as set forth in this Easement and the RCPP Easement Plan that further the restoration, protection, enhancement, management, maintenance, and monitoring of the Conservation Values of the Property, and are consistent with the Purposes of the Easement. This provision is an exception to Section 2.G., above.

C. The Grantor, or its assigns, reserves the right to maintain, repair, replace, or construct structures and improvements which maintain, improve, or augment drinking water quality, quantity, and delivery, or to withdraw groundwater or Lamprey River water on a sustainable yield basis and to remove said groundwater or Lamprey River water from the Property, only for the purpose of providing a Public Water System, as defined by NH RSA 485:1-a, XV (herein referred to as a "Public Water System"), as it may be amended from time to time. "Sustainable yield" shall mean a rate of annual water withdrawal that does not cause adverse impacts to water resources or users. Withdrawal or removal of groundwater or Lamprey River water for private commercial purposes not served by a public water system is expressly prohibited.

i. **Test Wells for Groundwater Withdrawals.** Prior to drilling test wells on the Property, the Grantor shall submit a Test Well Site Plan to the Grantee for review and approval as outlined below. Said plan shall identify the proposed locations and access for the test wells and identify the steps to be taken to minimize damage to the Property and Purposes of this Easement. The Grantor shall include in the Test Well Site Plan a restoration plan that addresses remediation of the impacts associated with the test wells and associated improvements.

a. The Grantee shall limit its review of the Test Well Site Plan to the proposed access and restoration plan components and either approve, approve with conditions, or deny those components of the Test Well Site Plan within thirty (30) days of receipt of the request. The Grantee shall not unreasonably withhold such approval.

b. The Grantor is encouraged to communicate regularly and openly with the Grantee as it develops its Test Well Site Plan.

c. In the event that if after two (2) years from the date of installation of the test wells, the Grantor has not submitted a Construction Proposal per administrative rule Env-Dw 404.02, as may be amended, to the State of New Hampshire, then

the Grantor shall initiate the restoration plan at Grantor's expense and complete it within six (6) months. The Grantor may request extensions from the Grantee for implementing and completing the restoration plan which the Grantee may grant at its discretion.

ii. **Facilities and Improvements.** For the purposes hereof, permitted activities in conjunction with a Public Water System or groundwater withdrawal development project shall consist of the installation, maintenance, monitoring, and replacement of test wells, long-term water production wells, monitoring wells, monitoring stations, pumping stations, and ancillary improvements such as, but not limited to, permeable-surface roads, signs, electric utilities necessary to power the pumps and related equipment, pipes, conduits, and security facilities, but only if they are required to be located on the Property. To the extent that said facilities and improvements must be located on the Property, those facilities and improvements shall be located in accordance with the limitations set forth in Section 2.F. and, to the maximum extent possible, be located so as to minimize the impact to and disturbance of the Property and the Purposes of this Easement, and are subject to the prior written approval of the Grantee, as outlined below. Other major facilities including, but not limited to, storage tanks, shipping facilities, non-permeable pavement, and office and laboratory facilities for employees shall not be located within the Property.

a. Prior to submitting a Construction Proposal per administrative rules Env- Dw 404.02, as may be amended, for approval by the appropriate State of New Hampshire agency, the Grantor shall submit to the Grantee for approval the following information and plans (hereinafter, collectively referred to as "Site Plans") in appropriate format (e.g., documents, maps, plans, specifications, and designs) sufficient to identify the location and design of any proposed facilities or improvements on the Property, including but not limited to temporary or permanent well sites, pumping stations, and ancillary improvements such as but not limited to access ways/roads, signs, electric utilities, pipes, conduits, and security facilities and the provisions to minimize disturbance and impacts to the Property and Purposes of this Easement during and after installation and operation of the ground or surface water withdrawal development project for the public water system.
b. The Grantee shall approve, approve with conditions, or deny the proposed Site Plans in writing within sixty (60) days of its receipt and base its decision on the impacts to the Property and the Purposes of this Easement. The Grantee shall not unreasonably withhold such approval.
c. The Construction Proposal submitted to the State of New Hampshire shall accurately reflect the Site Plans approved by the Grantee.
d. Upon completion of the Public Water System or ground water withdrawal development project, the Grantor shall submit an "as built" Site Plan to the Grantee.
e. Any proposal to expand, enlarge or relocate facilities and improvements related to Public Water Systems or groundwater withdrawal shall require the approval of the Grantee in accordance with the process and procedure in Section 3.C.b.i-iv above. This provision does not apply to increases in water withdrawal rates or amounts or to maintenance or repair of said facilities and improvements.

f. If the groundwater wells and/or associated facilities and improvements are no longer used and there is no feasible plan for their eventual reuse, the Grantor shall undertake the restoration of the site in consultation with the Grantee.

iii. **Compliance with Law.** Activities taken by the Grantor in execution of the Public Water System or groundwater withdrawal right herein shall comply with all applicable federal, state and local requirements, including but not limited to requirements associated with public water supply, water withdrawals, and water discharges, and the Grantor shall obtain any associated and requisite approvals from said agencies and abide by the conditions of said approvals.

iv. The Grantor shall provide to the Grantee a copy of any application for renewal, and any subsequent approval by the State, of the groundwater withdrawal permit.

This provision is an exception to Section 2.G., above.

D. Outdoor Commercial Educational Activities. Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct commercial outdoor educational activities on the Property, including but not limited to the hosting of school or youth groups, youth summer and vacation programs, and family, community, and adult education programs. Grantor or its designee(s) reserves the right to collect nominal fees for such sponsored commercial outdoor educational activities; however, the Grantor or its designee(s) shall not charge fees or admission to the general public for access to the Property for allowed uses as otherwise provided in this Easement that are independent of Grantor's said commercial outdoor educational activities. The conduct of such commercial outdoor educational activities shall not be detrimental to the Conservation Values, must be consistent with the Purposes of this Easement and shall be conducted as described or generally consistent with the approved RCPP Easement Plan referenced in Section 2.B. This provision is an exception to the limitation on commercial activities on the Property under Section 2.C. above.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing or via email within ten (10) days of offering the Property for sale. In addition, the Grantor agrees to notify the Grantee in writing or via email at least ten (10) days before the transfer of title to the Property.

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

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of

1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the Purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee and Third Party Holders shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

B. Grantee shall have the right to place, maintain, and replace signs on the Property as follows:
   i. Signs and/or boundary markings (e.g., blazes) to facilitate inspection of the Property and to identify the Property as conservation land protected by the Grantee, said signs or boundary markings located along the Property's boundaries with each sign not exceeding thirty (30) square inches in size.

   ii. Signs to identify to the public that the Property is conserved land and to recognize funding entities who contributed funding toward the conservation of the Property, as may be required. Said signs shall be located at a visible location on the Property, said location to be mutually agreed upon by the Grantor and Grantee. The Grantee shall be responsible for ensuring that said sign(s) conform with applicable local, state, and federal regulations and shall bear the cost of installation.

7. RESOLUTION OF DISAGREEMENTS

A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Epping, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split

equally between the parties.

C. If the parties agree to bypass mediation or mediation does not resolve the disagreement, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.

D. Notwithstanding the availability of mediation to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

E. In the event of a dispute involving the Third Party Holders, the provisions of Paragraph B of this Section 7 shall not apply.

8. BREACH OF EASEMENT – GRANTEE'S REMEDIES

A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.

C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor's name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, "Breach of Easement…," without prior notice to the Grantor or without waiting for the period provided for cure to expire.

E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

F. The Grantee's rights under this Section, "Breach of Easement...," apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.

G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement...," both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement...," shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.

I. Forbearance by the Grantee or Third Party Holders to exercise their rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee or Third Party Holders of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's or Third Party Holders' rights hereunder. No delay or omission by the Grantee or Third Party Holders in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any

action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...," against any third party responsible for any actions inconsistent with the provisions of this Easement.

9. THIRD PARTY RIGHTS OF ENFORCEMENT

1. United States Right of Enforcement -

   i. In consideration of the RCPP funds received for the acquisition of this Easement, the United States are also granted this right of enforcement that they may exercise only if the terms of the Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the Secretary) or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.
   ii. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor which for the United States shall be up to the amount of the United States contribution to the purchase of the Easement.
   iii. The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the Easement and RCPP Easement Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the Conservation Easement and the RCPP Easement Plan, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

2. NHDES Right of Enforcement

i. In consideration of the ARM and DWGTF funds received for the acquisition of this Easement, the NHDES is also granted this right of enforcement that it may exercise only if the terms of the Easement are not enforced by the Grantee. The NHDES may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the NHDES.

ii. In the event the NHDES exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the NHDES exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the State of New Hampshire's contribution to the purchase of the Easement.

iii. Grantee will annually monitor compliance and provide NHDES with an annual monitoring report that documents that the Grantor is in compliance with the Easement and RCPP Easement Plan. If the annual monitoring report is insufficient or is not provided annually, or if NHDES has a reasonable and articulable belief of an unaddressed violation, as determined by NHDES, the NHDES may exercise its right of inspection. For purposes of inspection and enforcement of the Easement and the RCPP Easement Plan, the NHDES will have reasonable access to the Property. Prior to an inspection of the Property, the NHDES shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

3. In the event of an emergency, either or both of the Third Party Holders may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of this Easement and will give notice to Grantee and Grantor at the earliest practicable time.

D. The interests held by NHDES are assignable or transferable to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

10. NOTICES

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

11. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. EXTINGUISHMENT & CONDEMNATION

A. The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee and the Third Party Holders. Due to the Federal interest in this Easement, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Property.

i. **Extinguishment and Termination**. If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantor, Grantee, and Third Party Holders shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 12.A.(iii - iv) below. Each party shall be responsible for covering the expenses of its own actions.

In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of the Parties that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section 12.A.i.

ii. **Condemnation**. If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, the Grantor, Grantee, and Third Party Holders shall act jointly to recover the full value of their interests in the Property subject to the taking or in-lieu purchase, and to recover all direct or incidental damages resulting therefrom. The amount of the proceeds to which the Grantee and Third Party Holders shall be entitled shall be determined in accordance with Section 12.A.(iii-iv) and said proceeds shall be used in a manner consistent with the Purposes of this Easement. Each party shall be responsible for covering the expenses of its own actions.

iii. **Valuation**. This Easement constitutes a real property interest immediately vested in Grantee and Third Party Holders which, for the purposes of Section 12.A.(i - ii) above, entitles them to compensation which shall be divided between the Grantee and Third Party Holders in proportion to the value of their respective interests in that part of the Property extinguished, terminated, or condemned.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and Third Party Holders stipulate that the fair market value of the Easement is eighty-three and nine-tenths percent (83.9%), hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this Easement. The Proportionate Share will remain constant over time. Said percentage was obtained by dividing the appraised fair market value of the Property as of the creation of said Easement by the appraised fair market value of the Property unencumbered as of that same date. Said appraisal was prepared by Robert Concannon of RMA Associates, a qualified appraiser licensed in the State of New Hampshire, with said appraisal having an effective date of October 24, 2022. Copies of said appraisal have been provided to the Grantor, Grantee, and Third Party Holders.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and Third Party Holders an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and Third Party Holders.

iv. **Allocation of Proceeds**. The allocation of the Proportionate Share between the Grantee and Third Party Holders will be as follows: (a) to the Grantee or its designee, three and two tenths percent (3.2%) of the Proportionate Share; (b) to the NHDES, or its successors and assigns, forty-six and eight tenths percent (46.8%) of the Proportionate Share; and (c) to the United States, or its successors and assigns, fifty percent (50%) of the Proportionate Share.

Until such time as the Grantee and Third Party Holders receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and Third Party Holders each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the Third Party Holders for the amount of the Proportionate Share due each.

v. **Use of Proceeds for Conservation Purposes**. Grantee shall use its respective allocation of the Proportionate Share in a manner consistent with the conservation Purposes of this Easement.

13. AMENDMENT

If, owing to unforeseen or changed circumstances or changes over time to natural conditions, landscapes, consistent uses, and technologies, the Grantor, Grantee, and Third Party Holders, with the United States of America acting through the Chief of the NRCS, all agree that an amendment to, or modification of, this Easement Deed would be appropriate and desirable, the Grantor, Grantee, and Third Party Holders may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal laws and regulations. This Easement Deed may be amended only if, in the sole and exclusive judgment of the Grantee and Third Party Holders, with the United States acting through the Chief of NRCS, such amendment is consistent with the Purposes of this Easement and shall not impair the conservation attributes of the Property protected by this Easement. The Grantee must provide timely written notice to the Chief of NRCS and Executory Interest Holders of any proposed amendments. Any amendment: (a) shall be consistent with and not detrimental to the Purposes of this Easement; (b) shall not impair the Conservation Values of the Property protected by this Easement; (c) shall not affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time; and, (d) shall not affect the perpetual duration of this Easement or the perpetual protection of its Purposes. Any request by Grantor for an amendment shall be in writing and shall describe the proposed amendment in sufficient detail to allow the Grantee and Third Party Holders to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Any amendment shall be executed by the Grantor, Grantee, and Third Party Holders, subject to review by the N.H. Attorney General's Office, Charitable Trusts Division as necessary, and shall be recorded in the Strafford County Registry of Deeds. Nothing in this paragraph shall require the Grantor, Grantee, or Third Party Holders, with the United States of America acting through the Chief of the NRCS, to agree to any amendment or to consult or negotiate regarding any amendment. Any purported amendment that is recorded without the prior approval of the United States is null and void.

14. HOLD HARMLESS

The Grantor shall release, hold harmless, defend, and indemnify the Grantee and Third Party Holders, except as provided for in Section 8.J., from any and all liabilities including but not limited to injuries, losses, damages, judgments, costs, expenses and fees which the Grantee may suffer or incur as a result of, arising out of, or connected with: ***(A)*** the activities of the Grantor on the Property, other than those caused by the negligent acts or acts of misconduct by the Grantee; or ***(B)*** violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement by the Grantor in any way affecting, involving, or relating to the Property.

15. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity by the State of New Hampshire, such immunity being hereby specifically reserved. If the interests held by the State of New Hampshire herein are assigned or transferred to a qualified party other than the

State of New Hampshire or agency thereof, as allowed by Section 9.E above, this provision "Sovereign Immunity" shall not apply to the assignee or transferee.

16. GENERAL DISCLAIMER

The State of New Hampshire and United States, acting as the Third Party Holders, and their employees, agents, and assigns, disclaim and will not be held responsible for: the Grantee's or Grantor's negligent acts or omissions; the Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement; or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the State of New Hampshire acting through the Third Party Holders may be subject or incur relating to the Property.

The Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Property, which may arise from, but are not limited to, the Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Easement or violations of any Federal, State, or local laws, including all Environmental Laws.

16. NO MERGER

This Easement is to last in perpetuity, and to that end, no conveyance by the Grantor of the underlying fee interest in the Property, or by the Grantee or by the holder of any other third-party interest in this Easement of its interest, to any other party holding an interest in the Property shall be deemed to extinguish or eliminate this Easement or any portion thereof under the doctrine of "merger" or any other legal doctrine.

17. GOVERNING LAW

This Easement shall be interpreted under and governed by the laws of the State of New Hampshire, and shall be liberally construed to effect the Purposes of this Easement especially in the case of any ambiguity in the meaning or interpretation of any terms or provisions of this Easement.

18. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be

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

19. ENVIRONMENTAL WARRANTY

The Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. The Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. The Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials (defined below), as such substances and wastes are defined by applicable Federal and State law.

Furthermore, The Grantor warrants the information disclosed to the Grantee and Third Party Holders regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, The Grantor hereby promises to hold harmless and indemnify the Grantee and Third Party Holders against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by the Grantor or any other prior owner of the Property. The Grantor's indemnification obligation will not be affected by any authorizations or approvals provided by the Third Party Holders or Grantee to Grantor with respect to the Property or any restoration activities carried out by the Grantee on the Property; provided, however, that the Grantee will be responsible for any Hazardous Materials contributed after this date to the Property by the Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

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

TRUSTEE'S CERTIFICATE

The undersigned, Bonnie Pike, Trustee of the Pike Family Revocable Trust of 2021, dated July 19, 2021, created by Bonnie Pike, Grantor, hereby certifies that she has full and absolute power in said Trust Agreement to convey any interest in real estate and improvements thereon held in said trust, that no third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or to see to the application of any trust assets paid to the Trustee for a conveyance thereof, and that the above referenced Trust has not been terminated, revoked, or amended.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this 13th day of July, 2023.

GRANTOR: THE PIKE FAMILY REVOCABLE TRUST OF 2021

Signature

Printed Name: Bonnie Pike
Its Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

On this 13th day of July, 2023, before me personally appeared **Bonnie Pike, Trustee** of **The Pike Family Revocable Trust of 2021**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed of said Trust for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

TAMMY A. MELNICK NOTARY PUBLIC STATE OF NEW HAMPSHIRE -MY- COMMISSION EXPIRES FEBRUARY 8, 2028

GRANTOR: BONNIE PIKE

Signature

Printed Name: Bonnie Pike

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

On this 13th day of July, 2023, before me personally appeared **Bonnie Pike**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed of said Trust for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

TAMMY A. MELNICK
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES FEBRUARY 8, 2028

ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: _____
Brian Hart

Title: Executive Director
Duly Authorized

Date: 06/29/2023

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 29th day of June, 2023, before me personally appeared **Brian Hart, Executive Director of the Southeast Land Trust of New Hampshire,** known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Beverly A Shadley
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 3/3/2026

_____
Notary Public/~~Justice of the Peace~~
My commission expires: 3/3/26

THIRD PARTY HOLDER ACCEPTED: THE UNITED STATES OF AMERICA

The United States of America acting by and through the United States Department of Agriculture, Natural Resources Conservation Service, on behalf of the Commodity Credit Corporation hereby accepts and approves the foregoing Conservation Easement Deed.

By: Rebekah Lauster

Rebekah Lauster

Title: Acting State Conservationist
Duly Authorized

Date: 7/10/23

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

On this 10th day of July, 2023, before me personally appeared Rebekah Lauster, Acting New Hampshire State Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture, duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as her free act and deed for the purposes therein contained.

K Zaleski

Notary Public/Justice of the Peace
My commission expires: 4/20/2027

KIMBERLY A. ZALESKI
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
-MY-
COMMISSION EXPIRES
APRIL 20, 2027

THIRD PARTY HOLDER ACCEPTED: STATE OF NEW HAMPSHIRE

Robert R. Scott, Commissioner
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this 29th day of June, 2023, before me personally appeared **Robert R. Scott**, Commissioner of the New Hampshire Department of Environmental Services, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his free act and deed for the purposes therein contained.

Suzanne Beauchesne
Notary Public/~~Justice of the Peace~~
My commission expires: 7-14-26

SUZANNE E. BEAUCHESNE
Notary Public - New Hampshire
My Commission Expires July 14, 2026

EXHIBIT A

The "Property" subject to this Easement is that tract of land with any and all structures and improvements thereon consisting of approximately 36.16 acres, situated off of Packers Falls Road in the Town of Durham, County of Strafford, State of New Hampshire, and depicted as Proposed Lot 10-2-1 on a survey plan (the "Survey Plan") entitled "Subdivision Plan for Southeast Land Trust of NH, Land of Pike Family Revocable Trust, Packers Falls Road, Durham, N.H., Tax Map 14, Lot 10-2", prepared by Berry Surveying & Engineering, dated January 19, 2022, and recorded at the Strafford County Registry of Deeds as Plan # 12629, and more particularly bounded and described as follows:

Beginning on the southerly sideline of Packers Falls Road at an iron bound found at land now or formerly of Christopher & Erica Skoglund;
Thence running S71°50'05"E along the southerly sideline of the said Packers Falls Road for a distance of fifty-two and fifty-two hundredths (52.52') feet to a ¾" rebar with surveyor's ID cap set at land shown on said plan as Proposed Lot 10-2;
Thence turning and running S35°58'39"W along said Proposed Lot 10-2 for a distance of ninety-eight and eleven hundredths (98.11') feet to a ¾" rebar with surveyor's ID cap set;
Thence continuing S35°58'39"W along said Proposed Lot 10-2 for a distance of five hundred twenty-six and eighty-two hundredths (526.82') feet to a ¾" rebar with surveyor's ID cap set;
Thence turning and running S78°29'57"E along said Proposed Lot 10-2 for a distance of four hundred eighteen and thirty-seven hundredths (418.37') feet to a ¾" rebar with surveyor's ID cap at land now or formerly of the Pike Family Revocable Trust;
Thence turning and running S09°09'20"E along land of the said Pike Family Revocable Trust for a distance of three hundred ninety-eight and fifty-two hundredths (398.52') feet to a ¾" rebar with surveyor's ID cap;
Thence turning and running N70°12'24"E along land of the said Pike Family Revocable Trust for a distance of two hundred three and seventy-two hundredths (203.72') feet to a ¾" rebar with surveyor's ID cap set in a stonewall at land now or formerly of Matthias Dean-Carpenter and Gwendolyn Lamar;
Thence turning and running S03°08'11"E along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of three hundred thirteen and fifty-eight hundredths (313.58') feet to a drill hole found;
Thence running S07°47'11"E along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of one hundred nine and eighty-seven hundredths (109.87') feet to a drill hole found;
Thence running S01°23'18"W along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of twenty-three and sixty-two hundredths (23.62') feet to a drill hole found;
Thence running S02°08'32"E along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of twenty-five and twenty-two hundredths (25.22') feet to a drill hole found;
Thence running S04°39'00"E along land of the said Dean-Carpenter and Lamar and the said stonewall for a distance of two hundred sixty-five and sixty-six hundredths (265.66') feet to a drill hole found in a stone wall intersection at land now or formerly of the Tracey Madden Trust;
Thence turning and running S64°56'50"W along land of the said Madden Trust and the said

stonewall for a distance of five hundred six and sixty-one hundredths (506.61') feet to a point in the stonewall;
Thence running S62°21'25"W along land of the said Madden Trust and the said stonewall for a distance of sixty-seven and forty-two hundredths (67.42') feet to a point in the stonewall;
Thence running S71°26'26"W along land of the said Madden Trust and the said stonewall for a distance of forty and fifty-two hundredths (40.52') feet to a point in the stonewall;
Thence running S59°24'19"W along land of the said Madden Trust and the said stonewall for a distance of fifty-one and ninety-six hundredths (51.96') feet to a point in the stonewall;
Thence running S67°25'21"W along land of the said Madden Trust and the said stonewall for a distance of hundredths (129.99') feet to the end of the stonewall;
Thence continuing S67°25'21"W along land of the said Madden Trust for a distance of approximately twenty-three (23') feet to the northerly high water mark of the Lamprey River;
Thence turning in a generally westerly direction and running upriver along the northerly high water mark of the said Lamprey River a distance of approximately one thousand two hundred twenty-one (1,221') feet to a point near a drill hole found at land now or formerly of the University of New Hampshire;
Thence running and running N40°03'47"E along land of the said University for a distance of approximately ten (10') feet to a drill hole found at the end of a stonewall;
Thence running N40°03'47"E along land of the said University and the said stonewall for a distance of forty-seven and twenty-one hundredths (47.21') feet to a point on the stonewall;
Thence running N35°19'56"E along land of the said University and the said stonewall for a distance of sixty-two and thirty-four hundredths (62.34') feet to a the end of the stonewall;
Thence running N32°46'14"E along land of the said University for a distance of twelve and eighty-four hundredths (12.84') feet to the base of a rebar found at land now or formerly of the Town of Durham;
Thence running N36°50'44"E along land of the said Town for a distance of forty-four and fifty-one hundredths (44.51') feet to the end of a stonewall;
Thence running N36°50'44"E along land of the said Town and the said stonewall for a distance of two hundred thirty-seven and eighty-six hundredths (237.86') feet to a drill hole found in the stonewall;
Thence running N36°58'31"E along land of the said Town and the said stonewall for a distance of three hundred forty-seven and forty-five hundredths (347.45') feet to a drill hole found in the stonewall;
Thence running N36°31'22"E along land of the said Town and the said stonewall for a distance of three hundred eight and no hundredths (308.00') feet to a drill hole set in the stonewall at land of the said Skoglund;
Thence turning and running S73°38'50"E along land of the said Skoglund for a distance of one hundred thirty-three and thirty-seven hundredths (133.37') feet to an iron bound found;
Thence turning and running N35°58'39"E along land of the said Skoglund for a distance of three hundred ninety-one and ninety-nine hundredths (391.99') feet to the point begun at.
Having an area of 1,575,157 Square Feet, 36.16 Acres, more or less.

Subject to the any restrictions, conditions, etc. as shown on said Survey Plan and/or recorded at the Strafford County Registry of Deeds.

This is not homestead property.

Being a portion of the same premises Bonnie Pike inherited through the Estate of Wilson S. Pike (See 7th Circuit – Probate Division – Dover, Case No. 319-2020-ET-00663). See (1) Fiduciary Deed of Bonnie Pike, as Administrator of the Estate of Wilson S. Pike recorded at the Strafford County Registry of Deeds in Book 4931, Page 1026; (2) Fiduciary Deed of Bonnie Pike, as Administrator of the Estate of Wilson S. Pike recorded at the Strafford County Registry of Deeds in Book 4931, Page 1028; (3) Quitclaim Deed of James S. Pike a/k/a James S. Pike, Jr. recorded at the Strafford County Registry of Deeds in Book 5001, Page 298; and (4) Quitclaim Deed of Deborah Pike recorded at the Strafford County Registry of Deeds in Book 5001, Page 297.

EXHIBIT B
BUILDING ENVELOPES

Building Envelope A:

An approximately eight and one-tenth (8.1) acre portion of the property encompassing the western portion of the Property and starting at the frontage with Packers Falls Road and extending southerly to the Lamprey River. The location and boundary of the Building Envelope is depicted on the "Baseline Cover Type Map Showing Photograph Locations & Perspectives" map included in the Baseline Documentation Report, the original of which is stored at the offices of the Southeast Land Trust of New Hampshire and copies provided to the Grantor and the Third Party Holders.