



TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

www.exeternh.gov

PUBLIC NOTICE EXETER CONSERVATION COMMISSION Monthly Meeting

The Exeter Conservation Commission will meet in the Nowak Room, Exeter Town Offices at 10 Front Street, Exeter on **Wednesday, December 11th, 2024 at 7:00 P.M.**

Call to Order:

1. Introduction of Members Present
2. Public Comment

Action Items:

1. Pairpoint Park Committee Inquiry (*Devon Skerritt, Pairpoint Park Committee*)
2. Review of the draft Conservation Easement for the Rider Property. The easement to be held by Southeast Land Trust with Executory Interest to each involved town. Tax Map 113-03 and 113-05 (*Kaitlin Deyo, Southeast Land Trust*)
3. Letter of Support for Grants associated with Pickpocket Dam Removal
4. Committee Reports
 - a. Property Management
 - b. Outreach Events
 - i. Proposed Winter Solstice Celebration at Raynes – Saturday 12/21 4:30 pm
 - ii. Kyle Hike Challenge – [Review Webpage Announcement](#)
 - c. Other Committee Reports (River Study, Sustainability, Energy, Tree, CC Roundtable)
5. Approval of Minutes: 9/10/24 Meeting, 10/8/24 Site Walk, 11/12/24 Site Walk, 11/12/24 Meeting
6. Correspondence
 - a. B.Griset Email 11/27/24

Other Business

7. Next Meeting: 1/14/25, Submission Deadline 1/3/25

Dave Short

Exeter Conservation Commission

Posted December 6th, 2024 Exeter Town Website www.exeternh.gov and Town Office kiosk.

**TOWN OF EXETER
PLANNING DEPARTMENT MEMORANDUM**

Date: December 6th, 2024
To: Conservation Commission Board Members
From: Kristen Murphy, Conservation & Sustainability Planner
Subject: December 11th Meeting

1. Pairpoint Park Advisory Committee

As part of the effort to develop designs for the downtown Pairpoint Park at 32 Water Street, Pairpoint Park committee member Devon Skerritt has requested some time in this meeting to get some input and thoughts from the Commission.

2. Rider Property Conservation Easement

On September 25, 2023 the Conservation Commission and the Select Board jointly convened for the purposes of holding a public hearing on the proposed Rider conservation easement. At that meeting the CC voted to authorize the expenditure of \$100,000 from the Conservation Fund for a conservation easement to be held by SELT. The Select Board voted in support of the acquisition. Though the town will not be the holder of the conservation easement, because we will retain Executory Interest, we still follow our typical process for review of easement documents. Southeast Land Trust has drafted a document for review by each town's conservation commissions. The draft and Phase I Enviro Report is in your packet. Should the Commission approve the language, once we have a final consolidated copy of edits, we will send it to the Town's legal counsel for review. Ultimately the Select Board, or their designee would be signing on behalf of the Town.

Suggested Motion:

_____ *We reviewed this conservation easement and, subject to legal counsel review, authorize the Chair to send a memo to the Select Board in support of accepting the acquisition of real property interests through the executory interest at tax map 113-3 and 113-5 in the name of the town by and through the Conservation Commission pursuant to RSA 36-A:4, (as presented) (as amended).*

3. Pickpocket Dam Coastal Zone Grant Application – Letter of Support

First a reminder that the Town is hosting a public information session for Pickpocket Dam at the library on Tuesday December 10th.

As part of the dam removal project, DPW is working on several grant applications to secure funding. The NHDES Coastal Zone Grant application is due in January and the NOAA Fish Passage grant will be due in February. As part of the grant application package, they have requested your consideration for submitting letters of support for these applications. The Commission has voted in support of the project in the past but specific grant programs were identified in the motion. I have recommended a more generalized motion to support this and future applications should they be requested.

Suggested Motion:

_____ *Authorize the Chair or designee to sign a letter in support of Town applications for upcoming grant programs for the purposes of securing funding for the removal of Pickpocket Dam and restoration of the Exeter River.*

The within conveyance is a transfer to a New Hampshire municipality 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
and DEED RESTRICTION**

I, **Bernhard Mueggler**, as **Trustee of the EDELWEISS II TRUST, u/td dated November 19, 2015**, and **Bernhard Mueggler, individually**, a single person, both with a mailing address of 142 Powder Mill Road, Town of Exeter, County of Rockingham, State of New Hampshire, 03833 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grant 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),

an Executory Interest, as further defined in Section 9 "Executory Interests" below, for that portion of the Property located within the Town of Exeter, to the **TOWN OF EXETER**, a duly authorized municipal corporation acting by and through the **EXETER CONSERVATION COMMISSION**, an official commission of the Town of Exeter, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 10 Front Street, Town of Exeter, County of

Rockingham, State of New Hampshire, 03833, (hereinafter referred to as “Executory Interest Holder”, which term shall include the Executory Interest Holder’s successors and assigns; and together with the Towns of East Kingston and Kensington collectively referred to herein as the “Executory Interest Holders”, as the context may require); and

an Executory Interest, as further defined in Section 9 “ Executory Interests” below, for that portion of the Property located within the Town of East Kingston, to the **TOWN OF EAST KINGSTON**, a duly authorized municipal corporation acting by and through the **EAST KINGSTON CONSERVATION COMMISSION**, an official commission of the Town of East Kingston, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 24 Depot Road, Town of East Kingston, County of Rockingham, State of New Hampshire, 03827, (hereinafter referred to as “Executory Interest Holder”, which term shall include the Executory Interest Holder’s successors and assigns; and together with the Towns of Exeter and Kensington collectively referred to herein as the “Executory Interest Holders”, as the context may require); and

an Executory Interest, as further defined in Section 9 “ Executory Interests” below, for that portion of the Property located within the Town of Kensington, to the **TOWN OF KENSINGTON**, a duly authorized municipal corporation acting by and through the **KENSINGTON CONSERVATION COMMISSION**, an official commission of the Town of Kensington, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 95 Amesbury Road, Town of Kensington, County of Rockingham, State of New Hampshire, 03833, (hereinafter referred to as “Executory Interest Holder”, which term shall include the Executory Interest Holder’s successors and assigns; and together with the Towns of Exeter and East Kingston collectively referred to herein as the “Executory Interest Holders”, as the context may require); and

with a **Third Party Right of Enforcement** therein, as further defined in Section 10 below and which shall exclude the area shown on the Plan as the “Reserved Rights Area”, 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 as the “**Third Party Holder**”, 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 area of land (herein referred to as the “Property”) with any and all buildings, structures, and improvements thereon, consisting of approximately 156.12 acres, situated on Powder Mill Road in the Towns of Exeter, Kensington, and East Kingston, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix “A” attached hereto and made a part hereof and shown on a survey plan (the “Survey Plan”) entitled “Conservation Easement Plan, East Kingston Tax Map 17 Lot 3-2, Exeter Tax Map 113 Lot 3&5, Kensington Tax Map 16 Lot 4&5” prepared by S&H Land Services, dated July 2nd, 2024, and recorded at the Rockingham County Registry of Deeds as Plan [REDACTED].

Together with the Deed Restriction hereinafter described in Section 20 below with respect to that certain area of land with any and all buildings, structures, and improvements thereon, consisting of approximately 11.416 acres located adjacent to the Property, and shown and identified on the Survey Plan as the Exclusion Area (herein referred to as the “Exclusion Area”) as more particularly bounded and described in Appendix “B” attached hereto and made part hereof.

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 Executory Interest Holders and the Third Party Holder.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the “Purposes”) for the public benefit:

- A. The protection, sustainable use, and quality of ground water and surface water resources on and under the Property which are all within the Exeter River Watershed; and the protection of the functional values of wetlands, vernal pools, streams, and riparian areas on and under the Property, and of the ecological integrity of said water resources, and of the quality and sustainable yield of ground water and surface water resources as the Property lies within the watershed and Source Water Protection Area for the Exeter River which serves as a primary water supply for the Town of Exeter and other municipalities; and
- B. The conservation and protection of open spaces, particularly the conservation of the productive farm and forest land of which the Property consists and the long-term protection of the Property’s capacity to produce economically valuable agricultural and forestry products through the conservation of approximately XX (XX) acres of statewide important farmland soils, and of the approximately XX (XX) acres of Group IA important forest soils and XX (XX) acres of Group IB important forest soils, all as identified by the Natural Resources Conservation Service; and
- C. The enlargement and enhancement of nearby conservation land that includes, but is not limited to the following conservation properties: the approximately 46-acre Matthew Blunt Conservation Easement held by the Rockingham County Conservation District; the approximately 67-acre Asset Title Holding Company Conservation Easement held by SELT; and an approximately 577-acre block of other conserved lands; and
- D. The protection of the wetland and upland wildlife habitats on the Property, including approximately X (X) acres of “Highest Ranking Habitat in the State”, X (X) acres of “Highest Ranking Habitat in Biological Region”, and X (X) acres of “Supporting Landscape”, all as identified by the NH Department of Fish & Game in its 2020 NH Wildlife Action Plan;

- E. 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
- F. The scenic enjoyment of the general public as viewed from the approximately XX (XX) feet of undeveloped frontage along Powder Mill Road.

The above Purposes are consistent with:

The clearly delineated open space conservation goals as stated in the 2018 Master Plan of the Town of Exeter which states “Tracts of farmland provide a link to Exeter’s past, but also opportunities to be part of a renewed focus in local agriculture across the nation...” (Exeter Master Plan 2018, page 5) and further “Purchasing land (or development rights) is an effective strategy for protecting water resources. These preserved areas help to safeguard clean water, mitigate flooding, and filter pollutants” (Exeter Master Plan 2018, page 26). The Purposes are also consistent with the conservation goals and objectives as stated in the 2012 Town of Exeter Natural Resources Inventory and Conservation Strategy, which states “Planning and additional strategic land conservation work at this critical stage can direct these pressures towards redevelopment of the existing built-out areas of the community, help reduce further sprawl, and move new development toward the least valuable natural resource areas.” (2012 Exeter NRI, page 28). The Property is within an area highlighted as Exeter River Natural Resource Focus Area, one of the areas considered “resource risk areas and priority areas for conservation activity (2012 Exeter NRI, page 25); and

The clearly delineated open space conservation goals as stated in the 2007 East Kingston Master Plan which states “Preserve the most important natural resources identified by the Conservation Commission” (East Kingston Master Plan, Visions and Goals Chapter) and further “Support conservation measures to preserve environments which can promote agriculture activity (East Kingston Master Plan, Agriculture and Conservation Chapter). The Purposes are also consistent with the conservation goals and objectives as stated in the 2021 Town of East Kingston Natural Resources Inventory, which identifies the portion of the Property in East Kingston as the fifth largest parcel in town and recommends prioritizing “Properties of significant size...Open parcels that abut wetlands or other lands already held in permanently conservation status...Properties with state and regional significant wildlife habitat...Properties with wildlife corridors” (2021 East Kingston NRI, page 12); and

The clearly delineated open space conservation goals as stated in the 2011 Kensington Master Plan which states “Connect conservation land throughout town...Preserve and protect open space...Protect Kensington’s water, forested land, farm and historical assets...Protect aquifers and drinking water sources in town” (2011 Kensington Master Plan, Visioning Chapter). The Purposes as also consistent with the conservation goals and objectives states in the 2014 Town of Kensington Natural Resources Inventory, which recommends “Identify forestland abutting

brooks, streams and ponds for conservation as these forests play an important role in protecting water quality and quantity, and wildlife habitat” (2014 Kensington NRI, page 22).

These Purposes are also consistent 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, agricultural and wildlife resources.”

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

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

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

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

- A. There shall not be conducted on the Property any industrial or commercial activities or improvements, except Agriculture, Agritourism, and Forestry, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities. 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; or harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Fish and Game Department, the New Hampshire Natural Heritage Bureau, or the agency(ies) then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities.

i. Description of Agriculture, Agritourism, and Forestry

- a. **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, packaging, marketing and sale of products produced or partially produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the Purposes of this Easement. A farm roadside stand is a permissible agricultural use, subject to the impervious surface limitation in Section 2.C.i.b. below, and provided that at least thirty-five (35) percent of the product sales in dollar volume are attributable to products produced on the Property.

- b. **Agritourism** – For the purposes hereof, “Agritourism” or “agritourism” shall include any practice on the farm incidental to, or in conjunction with, Agriculture to attract visitors to the farm to attend events and activities that are accessory uses to the primary farm operation, including, but not limited to, eating a meal, overnight stays, enjoyment of the farm environment, education about farm operations, or active involvement in the activity of the farm, all as not detrimental to the Purposes of this Easement.
- c. **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.
 - 1. **Commercial Forestry:** For the purposes hereof, “Commercial Forestry” shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions.
 - 2. **Non-commercial Forestry:** For the purposes hereof, “Non-commercial Forestry” shall include non-commercial timber stand improvement activities, wildlife habitat improvement, and the small-scale cutting or harvesting of wood products for the domestic use of the Grantor, such as clearing trees to maintain the edge of a field, thinning the forest stand to maintain a view, or cutting firewood for domestic consumption. Non-commercial Forestry shall not include activities conducted for the contemporaneous production of sale proceeds or other consideration.

ii. Requirements for Agriculture and Agritourism:

- a. Agriculture and Agritourism 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 UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active, along with the following publications or as these publications may be specifically updated or superseded:
 - “Manual of Best Management Practices for Agriculture in New Hampshire,” New Hampshire Department of Agriculture, Markets and Food, reprinted in 2017; and
 - “Best Management Wetlands Practices (BMWPs) for Agriculture,” New Hampshire Department of Agriculture, Markets & Food, 2019.
- b. A one-hundred foot (100’) vegetative buffer (“Agricultural Buffer Area”) shall apply for agricultural activities and operations within and adjacent to perennial or

intermittent streams and rivers, hereinafter referred to collectively as “water body or water bodies.” The distance of the buffer shall be measured from the edge of the normal high-water mark of the water body. Within the Agricultural Buffer Area there shall be no grazing or pasturing of animals, application of pesticides or fertilizers, spreading of manure, or plowing or tilling of the soil.

- c. **Agriculture Plan:** All Agricultural and Agritourism activities occurring on the Property shall be performed, to the extent reasonably practicable, in accordance with the Agriculture Plan, which shall be prepared by the Grantor, a copy of which shall be provided to the Grantee. The Grantor and Grantee acknowledge that the Agriculture Plan’s purpose is to guide the activities allowed under this Section in compliance with this Easement, and that the actual activities will determine compliance therewith.

The Agriculture Plan shall:

- Include a list of the broad types of Agriculture (e.g., crops, pasture, hay production, orchard, etc.) and Agritourism (e.g., activities, events, education, etc.) expected to occur on the Property.
- Include a map that delineates the general area(s) of the Property where Agriculture and Agritourism are expected to occur and the area(s) where parking, structures, whether permanent (e.g. barns, sheds, etc.) or temporary, (e.g. portable toilets, tents, etc.), and other activities are expected to occur.
- Include a map that delineates the Agricultural Buffer Area, defined in above Section 2.A.ii.b, and address how said buffer(s) will be maintained.
- Be prepared in compliance with the terms of this Easement.
- Have been prepared not more than ten (10) years prior to the date any Agriculture or Agritourism is expected to commence.
- If the Agriculture Plan is more than ten (10) years old, or in the event the Agriculture or Agritourism uses or areas change materially from what is described in the Agriculture Plan, the Agriculture Plan shall be reviewed and updated by the Grantor and the updated copy provided to the Grantee prior to any changes taking place.

- iii. **Requirements for Forestry:** Any and all Commercial and Non-commercial 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:

- “New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations” (N.H. Division of Forests and Lands, 2016); and
 - “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.
- iv. **Requirements for Commercial Forestry:** In addition to the requirements outlined in Section 2.A.iii. above, Commercial 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:
- a. The goals are:
 - maintenance of soil productivity;
 - protection of water quality, wetlands, and riparian zones;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality;
 - protection of significant or fragile natural areas;
 - protection of significant historic and cultural features; and
 - conservation of native plant and animal species.
 - b. Any and all Commercial Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
 - c. 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 plan shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to the date of harvest.
 - d. 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;
 - the goals in Section 2.A.iv.b. above; and
 - the protection of the water quality in the intermittent tributaries to the Exeter River, as well as minimizing disturbance around all wetlands.
 - e. At least thirty (30) days prior to any commercial timber harvest, 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.A.iv, b-d, above, has been prepared in compliance with the terms of this Easement.

Grantee may request the Grantor to submit the Forest Management Plan itself to Grantee within ten (10) days of such request, but acknowledges that the Forest Management Plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

- f. Timber harvesting with respect to any Commercial Forestry 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.
- B. The Property shall not be subdivided and 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.
- C. The following provisions shall apply to structures or improvements on the Property:
- i. No structure or improvement shall be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, above, or below the Property, except for structures and improvements which:
 - a. Assist in the accomplishment of agriculture, agrotourism, forestry, conservation, habitat management, outdoor education or outdoor recreation on the Property, which may include but shall not be limited to: permeable roads, dams, fences, bridges, culverts, barns, maple sugar houses, farm stands, trails, boardwalks or sheds; and
 - b. Do not cause the total impervious surface coverage of the Property to exceed two percent (2%) of the Property's overall size, or 3.12 acres; for the purposes of this restriction, impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property. Impervious surfaces include, but are not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Notwithstanding the foregoing, impervious surfaces shall specifically exclude bridges; boardwalks; culverts; temporary impervious surfaces not in place year-round such as row covers for agricultural crops or portable shelters for livestock, tents and awnings; and roadways or other improvements established on the Property by third parties exercising lawful rights obtained prior to the date of this Easement; and
 - c. Are not detrimental to the Purposes of this Easement.
 - ii. Prior to the Grantor's construction, placement, introduction, enlargement, or relocation of any structure with a footprint exceeding two hundred and fifty (250) square feet, the Grantor must obtain written approval of the same from the Grantee. The footprint of any roofed structure shall include the area within the dripline. For an

enlargement of a structure, the square footage calculation under this provision shall only be the enlargement and shall not include the original structure.

- a. At least forty-five (45) days prior to the commencement of any such construction, placement, introduction, enlargement, relocation, or on-site preparation therefor including but not limited to land clearing, the Grantor shall provide the Grantee with written notice with details of said structure including but not limited to scope, size, and location, and method and timing of said construction/installation. Within thirty (30) days after Grantee's receipt of such notice, the Grantee shall inform the Grantor in writing of its approval, approval with conditions, or disapproval of the proposed structure, such approval not to be unreasonably withheld. Any disapproval shall specify the reasons therefor.
 - iii. Notwithstanding the above provisions of this Section 2.C., there shall not be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, under, or above the Property any of the following structures or improvements, including any portion thereof: 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, indoor riding arena, tower, or aircraft landing area.
- D. There shall be no removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the agricultural, agritourism, forestry, conservation, habitat management, outdoor educational, or outdoor recreational uses of the Property; and
 - ii. provided that any excavation activities will have a limited and localized impact on the Property, as determined at the sole discretion of the Grantee, and shall not be irremediably destructive of or detrimental to the Purposes of this Easement, and that any excavation areas affected hereby shall be regraded and restored to its natural condition and appearance within a reasonable time after cessation of use permitted by this Section 2.D; and
 - iii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency(ies) then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
 - iv. in no case shall any gravel, sand, topsoil, or other similar materials be sold commercially, or be removed from the Property, except removal and sale of stones as part of and incidental to allowed Agricultural uses of the Property is

permitted.

- v. does not degrade the quality and sustainable yield of ground and surface water resources associated with the Property
- vi. are not detrimental to the Purposes of this Easement.

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

- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 16 square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining or quarrying (“Mining”) of surface or subsurface oil, gas, or other minerals (“Minerals”), all as defined in NH RSA 12-E:1 VII, VIII and IX, from on or under the Property.
- G. 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.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee in consultation with the Third Party Holder, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Sections 3.A and 3.B. below.
- J. No substances that would be hazardous waste if discarded or abandoned shall be disposed of on the Property, and no such substances shall be stored or applied on the Property except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that are allowed in Section 3, and provided that the storage and use do not threaten water supply protection.
- K. No acts or uses shall occur on the property that would degrade the water quality such that the standards set for public drinking water by NHDES would be threatened; cause an unsustainable quantity of water to be withdrawn; or harm state or federally recognized rare, threatened, or endangered species.
- L. 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.

- K. Failure of the Grantee to take action upon a request for approval or notify the Grantor of its approval or denial for any provision that requires the Grantee's approval in this Section 2 shall in no way constitute or be interpreted as approval by the Grantee.

3. RESERVED RIGHTS

The Grantor hereby reserves all other customary rights and privileges of ownership, including the right to privacy and to carry out all regular agricultural and forestry activities that are not otherwise prohibited by the restrictions set forth in this Easement or detrimental to the Purposes of this Easement, unless specifically excepted in the above Section 2 "Use Limitations" or this Section 3 "Reserved Rights".

- 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, agritourism, public water supply, habitat management, outdoor educational management, outdoor recreational management, and to control or remove non-native or invasive species.
- B. The Grantor also reserves the right to operate, through takeoff or landing, a helicopter for noncommercial recreational and personal use on the Property with said operation only occurring in case of emergency circumstances due to changing weather patterns that would prohibit operating said aircraft within the Exclusion Area. This provision is an exception to Section 2.I and otherwise will not be detrimental to the Purposes of the Easement. This Reserved Right shall extinguish upon transfer or conveyance of the Property from the original Grantor, Bernhard Mueggler, as Trustee of the Edelweiss II Trust, u/t/d dated November 19, 2015, to another party other than Bernhard Mueggler, Jill Rider, Christopher C. Rider, or a trust for which Bernhard Mueggler, Jill Rider, or Christopher C. Rider is a trustee. If the Property is transferred or conveyed to Bernhard Mueggler, Jill Rider, or Christopher C. Rider, this Reserved Right Section 3.B shall extinguish upon transfer or conveyance of the property from Bernhard Mueggler, Jill Rider or Christopher C. Rider to another party and all terms and provisions of the Conservation Easement shall then be in force.
- C. The Grantor reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a public water system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time. "Sustainable yield" shall mean that rate of annual water withdrawal that can be replenished from the aquifer on an annual basis, based on well recovery rates. Withdrawal or removal of groundwater for private commercial purposes not served by a public water system is expressly prohibited.
 - a. 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 the impacts associated with the test wells and associated improvements.

- b. 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.
 - c. The Grantor is encouraged to communicate regularly and openly with the Grantee as it develops its Test Well Site Plan.
 - d. 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 Env-Dw 404.02, as may be amended, to the State of New Hampshire, then the Grantor shall initiate the restoration plan 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 providing a public water system, 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, 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 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 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 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 groundwater withdrawal shall require the approval of the Grantee in accordance with the process and procedure in Section 3.C.ii.a-d 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 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 groundwater withdrawal right herein shall comply with all federal, state and local requirements, including but not limited to requirements associated with public water supply, water withdrawals, and groundwater 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, “Use Limitations” above.

- D. Commercial Outdoor Educational Activities: Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct outdoor commercial 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 Purposes of this Easement. This provision is an exception to the limitation on commercial activities on the Property under Section 2.A. above. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved right.

- E. Commercial Outdoor Recreational Activities: Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct commercial outdoor recreational activities on the Property, including but not limited to bicycle or pedestrian trail races, passive recreation programs (such as birding tours), or other organized commercial outdoor recreational events. Grantor or its designee(s) reserves the right to collect nominal fees for such sponsored commercial outdoor recreational 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 recreational activities. The conduct of such commercial outdoor recreational activities shall not be detrimental to the Purposes of this Easement. This provision is an exception to the limitation on commercial activities on the Property under Section 2.A. above. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved right.

- F. The Grantor reserves the right to construct and maintain renewable energy structures on the Property for the purpose of generating energy for the agriculture, agritourism, forestry, conservation, habitat management, outdoor recreational or outdoor educational uses on the Property or for those same uses as well as for residential use within the Exclusion Area and on abutting land if owned by the Grantor, provided said renewable energy structures are sized only to service the energy needs of the Property, Exclusion Area, and abutting land if owned by the Grantor. Renewable energy structures must be built and maintained according to the impervious surface limitations outlined in Section 2.C.i.b. and the notification requirements outlined in Section 2.C.ii.a. of this Easement. The Grantor may sell excess power generated by said renewable energy structures. This provision is an exception to the limitation on commercial activities under Section 2.A. and uses of structures under Section 2.C.i.a above.

- G. The Grantor reserves the right to relocate, maintain, repair, and replace the existing driveway from Powder Mill Road to the Exclusion Area shown on the Survey Plan as "Gravel Driveway"(the "Driveway"), and to use the Driveway for access to and from the Exclusion Area by motorized vehicles or by foot. In connection therewith, the Grantor reserves the right to maintain, repair, and replace existing culverts, bridges (if any) and install new culverts and bridges for said driveway.
 - i. The Grantor shall submit to the Grantee, not less than sixty (60) days prior to Grantor's proposed maintenance, repair, relocation, or replacement of said Driveway that includes the widening, paving, enlarging, or expanding the footprint of said Driveway, for Grantee's approval, a written description of the proposed Driveway work, including size, extent, location, timing, and method

of construction or expansion. Within forty-five (45) days after Grantee's receipt of such submission, the Grantee shall approve, approve with conditions, or disapprove in writing and shall so inform the Grantor. Said approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons therefor.

- ii. Any paving of the Driveway shall be subject to the impervious surface limits set forth in Section 2.C.i.b.
- iii. Notwithstanding Section 3.G.i. above, in the case of an emergency requiring maintenance, repair, relocation, or replacement, of said Driveway and/or its associated culverts and bridges (if any), which cannot be delayed for the above-mentioned notice period due to the circumstances, Grantor shall not be required to provide the Grantee with prior written notice, but shall provide the Grantee with written notice within five (5) calendar days after the initiation of emergency maintenance, repair, or replacement of said Driveway, culverts and/or bridges in-kind.

This Reserved Right is an exception to the limitations and requirements stated in Sections 2.C., 2.D, and 2.E

H. The Grantor reserves the right to maintain, repair, replace, relocate, upgrade, or install new or existing above ground and underground utilities passing across and under the Property to serve the Exclusion Area, including but not limited to water, telephone, electric, gas, and cable and any poles/transformers/equipment/enclosures associated with said utilities. The approximate location of the existing utilities is shown on the Survey Plan as "Overhead Wires". Said utilities shall only serve approved activities and uses on the Property, or the uses and/or structures within the Exclusion Area.

- i. Any replacement, relocation, upgrade, extension or burial underground shall require Grantee approval. At least forty-five (45) days before the initiation of the proposed activity, the Grantor shall provide the Grantee with written information such as a description of the proposed activity, location, and any other relevant information sufficient to identify and evaluate the activity to determine if the activity is consistent with and not detrimental to the Purposes of this Easement. The Grantee shall approve, approve with conditions, or disapprove within thirty (30) days of receipt of the Grantor's written request. Approval not to be unreasonably withheld.
- ii. In the case of an emergency requiring maintenance, repair, or replacement of said utilities, which cannot be delayed for the above-mentioned notice period due to the circumstances, Grantor shall not be required to provide the Grantee with prior written notice but shall provide the Grantee with written notice within five (5) calendar days after the initiation of emergency maintenance, repair, or replacement of said utilities.

- iii. This provision is an exception to Section 2.C, above.
- I. The Grantor reserves the right to create, rehabilitate and/or repair ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the Natural Resources Conservation Service or other similar agency then active. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of this reserved right. This provision is an exception to Section 2.D above.
 - J. The Grantor shall have the right to clear, construct, relocate and maintain trails for pedestrian and non-motorized, low impact outdoor recreational activities within and across the Property.
 - i. All trails shall be consistent with and not detrimental to the Purposes of this Easement and shall conform to best practices recommended by the State of New Hampshire and Appalachian Mountain Club or similar trail-maintaining organization (For reference, see Appalachian Mountain Club, *The Complete Guide to Trail Building and Maintenance*, 2017, 5th edition; and State of New Hampshire, *Best Management Practices for Erosion Control During Trail Maintenance and Construction*, 2017, or similar successor publications).
 - ii. The Grantor shall bear the cost of constructing, maintaining and repairing said trails.
 - iii. Included in this Section 3.J is the right to install benches, trail signage, bridges, culverts and other improvements commonly associated with recreational trail usage.
 - iv. The Grantor shall notify the Grantee in writing at least thirty (30) days before constructing new trails or relocating existing trails.
 - v. Are not detrimental to the Purposes of this Easement.
 - K. The Grantor reserves the right to store vehicles solely within the area identified on the Survey Plan as the “Reserved Rights Area” for commercial purposes, including but not limited to cars, trucks, and/or recreational vehicles, provided said vehicles do not leak hazardous substances on the ground to the extent that the use degrades or could degrade the soil or the water quality such that the standards for public drinking water by NHDES would be threatened. This Reserved Right shall extinguish upon transfer or conveyance of the Property from the original Grantor, Bernhard Mueggler, as Trustee of the Edelweiss II Trust, u/td dated November 19, 2015, to another party other than Bernhard Mueggler, Jill Rider, Christopher C. Rider, or a trust for which Bernhard Mueggler, Jill Rider, or Christopher C. Rider is a trustee (hereinafter individually or as a trustee collectively referred to as Bernhard Mueggler, Jill Rider or Christopher C. Rider). If the Property is transferred or conveyed to Bernhard Mueggler, Jill Rider, or Christopher C. Rider, this Reserved Right shall extinguish upon transfer or conveyance of the property from Bernhard Mueggler, Jill Rider, or Christopher C. Rider to another party and all terms and provisions of the Conservation Easement shall then be in force in said “Reserved Rights Area.” This provision is an exception to Section 2.A, above.

- L. The Grantor reserves the right to permit or prohibit public access, fishing, and hunting on and from the Property without prior consent or notification of the Grantee.
- M. Failure of the Grantee to take action upon a request for approval or notify the Grantor of its approval or denial for any provision that requires the Grantee's approval in this Section 3 shall in no way constitute or be interpreted as approval by the Grantee.

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 conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with 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 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 along the Property's maintained public road frontage 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 Holder, 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 therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee's rights under this Section, "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 to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

9. EXECUTORY INTERESTS

- A. If the Grantee ceases to exist or ceases to function as a qualified organization as specified in this Easement, then, at the sole option and election of each Executory Interest Holder, the Easement as it pertains to the portion of the Property within the Executory Interest Holder's municipality shall immediately vest in, and shall be deemed to have been transferred and conveyed to the Executory Interest Holder(s) that elected to accept said Easement. In order to effectuate such vesting (if so elected by any or all of the Executory Interest Holders), each Executory Interest Holder that elect to effectuate such vesting shall record an affidavit with the Registry of Deeds which shall state: (a) that the Grantee has ceased to exist or has ceased to function as a qualified organization under said Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, as the case may be, (b) that said filing is made pursuant to the terms and conditions of this Easement, and (c)

that the Grantee's interest in this Easement has vested in the Executory Interest Holder that has elected to effectuate such vesting.

- B. The interests held by each Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits and Burdens" above. Any such assignee or transferee shall have like power of assignment or transfer.

10. THIRD PARTY RIGHT OF ENFORCEMENT

- A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Grantee to enforce this Easement and be entitled to recover the costs of such enforcement from the Grantor or Grantee or both.
- B. The interests held by the Third Party Holder 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.

11. 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.

12. 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.

13. EXTINGUISHMENT & CONDEMNATION

The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantor, Grantee, Executory Interest Holders, and the Third Party Holder.

- A. **Extinguishment.** 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, Executory Interest Holders, and the Third Party HolderNHDES 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 13.C. and 13. D. 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 13.A.
- B. **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, Grantor, Grantee, Executory Interest Holders, and the Third Party Holder 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 Grantor, Grantee, Executory Interest Holders, and the Third Party Holder shall be entitled shall be determined in accordance with Section 13.C. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement. Each party shall be responsible for covering the expenses of its own actions.
- C. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee and Executory Interest Holders, which, for the purposes of Sections 13.A. and 13.B. above, entitles them to compensation which shall be divided between the Grantor, Grantee, Executory Interest Holders, and the Third Party Holder 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 Grantor, Grantee, Executory Interest Holders, and the Third Party Holder stipulate that the fair market value of the Easement is eighty-one and one-tenth (81.1%) percent, 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 Arol Charbonneau of Stark & Webster Valuations, LLC, a qualified appraiser licensed in the State of New Hampshire, with said appraisal having an effective date of May 25, 2023. Copies of said appraisal have been provided to the Grantor, Grantee, Executory Interest Holders, and the Third Party Holder.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee, Executory Interest Holders, and the Third Party Holder 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, Executory Interest Holders, and the Third Party Holder.

D. **Allocation of Proceeds.** The allocation of the Proportionate Share between the Grantee, Executory Interest Holders, and the Third Party Holder be as follows: (a) to the Grantee or its designee, XX (XX%) percent of the Proportionate Share; (b) to the Town of Exeter or its designee, XX (XX%) percent of the Proportionate Share; (c) to the Town of East Kingston or its designee, XX (XX%) percent of the Proportionate Share; (d) to the Town of Kensington or its designee, XX (XX%) percent of the Proportionate Share; and (e) to the Third Party Holder or its designee, XX (XX%) percent of the Proportionate Share.

Until such time as Grantee, Executory Interest Holders, and the Third Party Holder, receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee, Executory Interest Holders, and the Third Party Holder 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 Executory Interest Holders and the Third Party Holder for the amount of the Proportionate Share due each.

E. **Use of Proceeds for Conservation Purposes.** Grantee, Executory Interest Holders, and the Third Party Holder shall use their respective allocations of the Proportionate Share in a manner consistent with the conservation Purposes of this Easement.

14. AMENDMENT

Grantor, Grantee, Executory Interest Holders, and Third Party Holder recognize and agree that natural conditions, landscapes, consistent uses, and technologies change over time, and unforeseen or changed circumstances could arise in which an amendment to certain terms or restrictions of this Easement would be appropriate and desirable. To this end Grantor, Grantee, Executory Interest Holders, and Third Party Holder have the right to agree to amendments to this Easement in accordance with the provisions and limitations of this Section, the then-current policies of the Grantee, and applicable state and federal law. 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 Executory Interest Holder to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Nothing in this section shall require Grantee, Executory Interest Holders, and Third Part Holder to consider or negotiate any proposed amendment. Any amendment shall be executed by the Grantor, Grantee, and Executory Interest Holder, subject to review by the N.H. Attorney General's Office, Charitable Trusts Division as necessary, and shall be recorded in the Rockingham County Registry of Deeds.

15. HOLD HARMLESS

The Grantor shall release, hold harmless, defend, and indemnify the Grantee, Executory Interest Holders, and Third Party Holder 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.

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 Executory Interest Holder of the Executory Interest, 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. DISCRETIONARY CONSENT

Grantor and Grantee recognize and agree that natural conditions, landscapes, consistent uses, and technologies change over time, and unforeseen or changed circumstances could arise in which some proposed activities may require the discretionary consent of the Grantor, as further described below. To this end, Grantee may exercise discretionary consent in accordance with the provisions and limitations of this Section, the then-current policies of the Grantee, and applicable state and federal law.

Any exercise of discretionary consent shall:

- be consistent with and not detrimental to the Purposes of this Easement;
- not impair the conservation values of the Property protected by this Easement;
- 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
- not affect the perpetual duration of this Easement or the perpetual protection of its Purposes.

Any request by Grantor for discretionary consent shall be in writing and shall describe the activity for which consent is sought in sufficient detail to allow the Grantee to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Nothing in this Section 19 shall require Grantee to consider or negotiate any request for discretionary consent.

If the Grantor, Grantee, and Third Party Holder agree that any activity otherwise prohibited herein or not contemplated by the Easement is desirable, and if the Grantee determines, in its sole discretion that such activity (i) is not detrimental to the Purposes of the Easement and (ii) either enhances or does not impair the conservation values protected hereby; the Grantee may then consent to such activity only under the conditions and circumstances described above. The Grantee's consent to a proposed use or activity may be limited or restricted in time, locale or by ownership.

Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to consent to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities not otherwise allowed or provided in this Easement.

20. DEED RESTRICTION

For the benefit and in aid of the Easement granted hereby and running therewith, the Grantor hereby also grants to the Grantee the right to enforce the following Restriction with respect to the Exclusion Area as shown on the Plan and described in Appendix B:

- A. The Exclusion Area shall not be further divided, subdivided, or separately conveyed from the Property.

- B. The division, subdivision, or separate conveyance wholly within the boundaries of the Exclusion Area is prohibited.

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.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this 18th day of September, 2024.

GRANTOR: EDELWEISS II TRUST

Bernhard Mueggler, Trustee
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

On this 18th day of September, 2024, before me personally appeared Bernhard Mueggler, Trustee of the Edelweiss II Trust, 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 of said Trust for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

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.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this 18th day of September, 2024.

GRANTOR: BERNHARD MUEGGLER

Bernhard Mueggler

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

On this 18th day of September 2024, before me personally appeared Bernhard Mueggler, 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/her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: _____

Title: _____
Duly Authorized

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 2005, before me personally appeared _____, 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/her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

ACCEPTANCE OF EXECUTORY INTEREST:
TOWN OF EXETER
BY ITS SELECTBOARD

Chair, duly authorized Date

Vice Chair, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 20____, before me personally appeared [names], being all of the members of the Town of Brentwood’s Selectboard, duly authorized, 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 for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

ACCEPTANCE OF EXECUTORY INTEREST:
TOWN OF EAST KINGSTON
BY ITS SELECTBOARD

Chair, duly authorized Date

Vice Chair, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 20____, before me personally appeared [names], being all of the members of the Town of Brentwood’s Selectboard, duly authorized, 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 for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

ACCEPTANCE OF EXECUTORY INTEREST:
TOWN OF KENSINGTON
BY ITS SELECTBOARD

Chair, duly authorized Date

Vice Chair, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

Member, duly authorized Date

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ____ day of _____, 20____, before me personally appeared [names], being all of the members of the Town of Brentwood’s Selectboard, duly authorized, 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 for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

APPENDIX A

The "Property" subject to this Easement is that tract of land with any and all structures and improvements thereon situated on Road, so-called, in the Town of _____, County of _____, State of New Hampshire, consisting of approximately _____ acres, shown on a plan entitled "_____" prepared by _____, last revised _____, recorded at _____ at the County Registry of Deeds (hereafter "Plan"), and more particularly bounded and described as follows:

Beginning at _____ on the _____ side of Road, at the _____ corner of the Property, at land now or formerly of _____;

Thence proceeding _____ a distance of _____ feet, more or less, along said _____ land to _____ at land now or formerly of _____;

Thence proceeding xxx a distance of xxx feet, more or less, along said xxx land to a _____ at land now or formerly of _____;

Thence the following courses and distances along said xxxx land:

Thence xxx feet along the arc of a curve to the left/right having a radius of xxx feet to a _____;

to (point), which is on a tie course of (bearing) xxx feet from (point)

EXCEPTING AND RESERVING THEREFROM

SUBJECT TO

TOGETHER WITH

MEANING AND INTENDING to describe all and the same/a portion of the premises conveyed by Deed from _____, to _____, dated _____, recorded at said Registry at Book, Page _____.

APPENDIX B

The “Exclusion Area” subject to the Deed Restriction is that tract of land with any and all structures and improvements thereon situated on Road, so-called, in the Town of _____, County of _____, State of New Hampshire, consisting of approximately _____ acres, shown on a plan entitled “_____” prepared by _____, last revised _____, recorded at _____ at the County Registry of Deeds (hereafter “Plan”), and more particularly bounded and described as follows:

Beginning at _____ on the _____ side of Road, at the _____ corner of the Exclusion Area, at land now or formerly of _____ ;

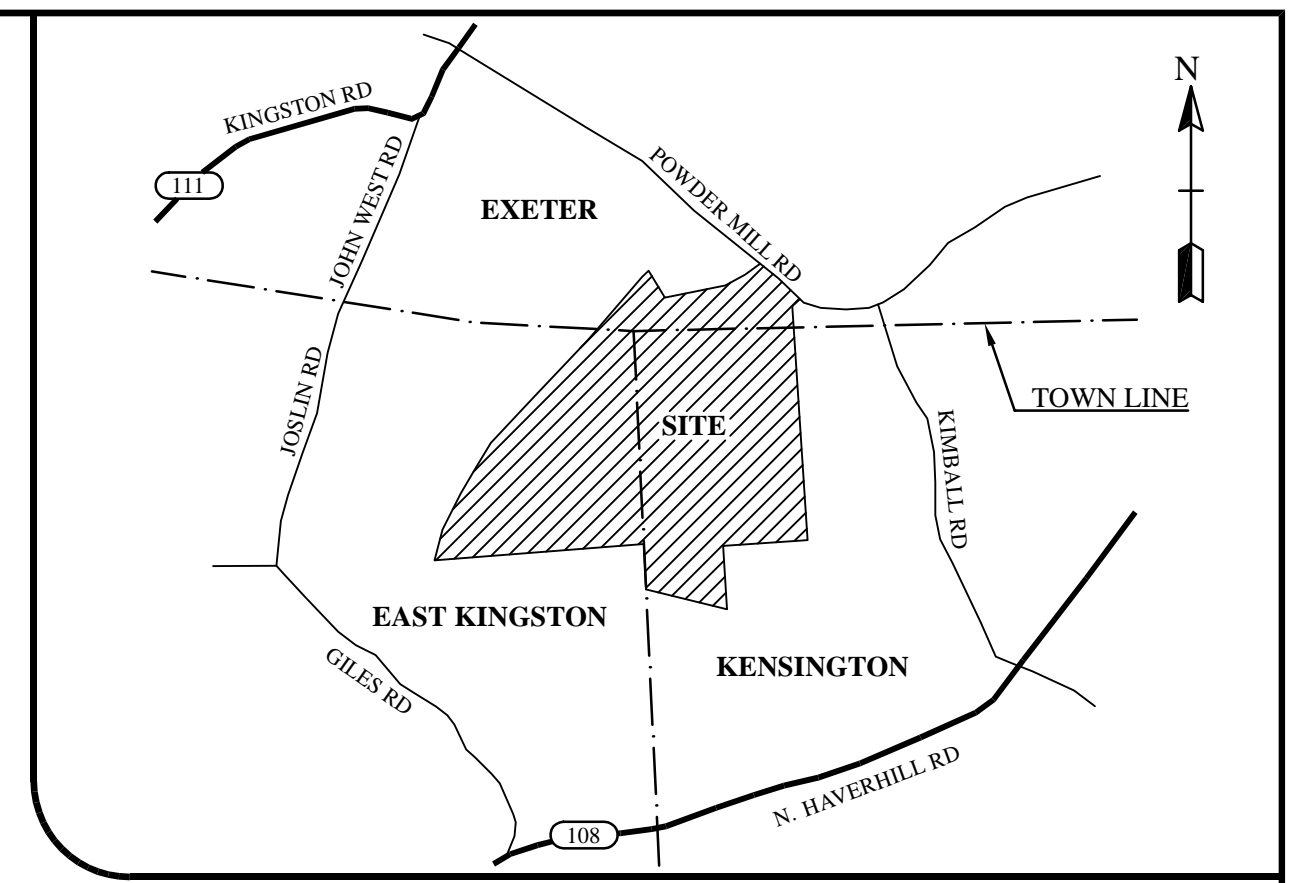
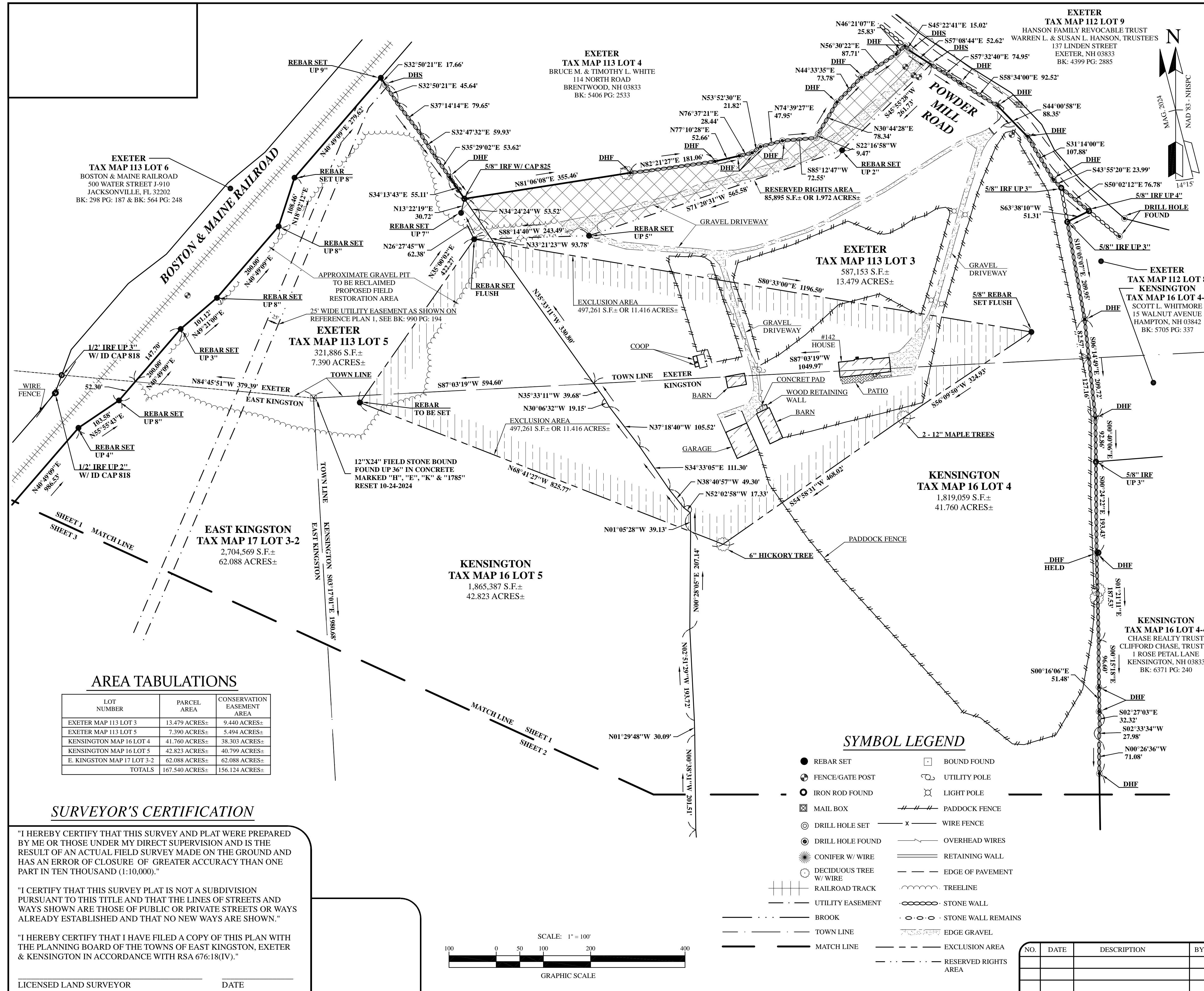
Thence proceeding _____ a distance of _____ feet, more or less, along said _____ land to _____ at land now or formerly of _____ ;

Thence proceeding xxx a distance of xxx feet, more or less, along said xxx land to a at land now or formerly of _____ ;

Thence the following courses and distances along said xxxx land:

Thence xxx feet along the arc of a curve to the left/right having a radius of xxx feet to a _____ ;

to (point), which is on a tie course of (bearing) xxx feet from (point)



LOCUS MAP
NOT TO SCALE

- NOTES**
- OWNERS OF RECORD:
 EAST KINGSTON TAX MAP 17 LOT 3-2
 EXETER TAX MAP 113 LOT 5
 KENSINGTON TAX MAP 16 LOT 5
 MUEGLER AGRICULTURAL TRUST
 BERNHARD MUEGLER, TRUSTEE
 142 POWDER MILL ROAD
 EXETER, NH 03833
 BK: 5573 PG: 1267

 EXETER TAX MAP 113 LOT 3
 KENSINGTON TAX MAP 16 LOT 4
 EDELWEISS II TRUST
 BERNHARD MUEGLER, TRUSTEE
 142 POWDER MILL ROAD
 EXETER, NH 03833
 BK: 6390 PG: 2150
 - THE INTENT OF THIS PLAN IS TO SHOW THE BOUNDARY OF THE SUBJECT PARCEL, THE IMPROVEMENTS THEREON, AND THE PROPOSED CONSERVATION EASEMENT.
 - THIS PLAN REPRESENTS EXISTING CONDITIONS, BOUNDARY EVIDENCE, AND MONUMENTATION AS OBSERVED DURING A SURVEY BY THIS OFFICE IN MAY & JUNE 2024.
 - THE SUBJECT PROPERTY IS LOCATED PARTLY WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR ROCKINGHAM COUNTY, NEW HAMPSHIRE. MAP NUMBER 33015C0403E & 33015C0404E. EFFECTIVE DATE 5/17/2005.
 - ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE. THIS OFFICE HAS NOT LOCATED ANY UNDERGROUND UTILITIES. ALWAYS CALL DIG SAFE TO MARK OUT UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION ACTIVITIES.
 - THE BEARINGS SHOWN ARE BASED ON THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM, NAD 1983. THE HORIZONTAL DATUM WAS ESTABLISHED USING STATIC GPS OBSERVATIONS IN MAY OF 2024.

CONSERVATION EASEMENT PLAN
EAST KINGSTON TAX MAP 17 LOT 3-2
EXETER TAX MAP 113 LOT 3 & 5
KENSINGTON TAX MAP 16 LOT 4 & 5
 PREPARED FOR:
SOUTHEAST LAND TRUST OF
NEW HAMPSHIRE
 LOCATED AT:
 142 POWDER MILL ROAD
 EXETER, NEW HAMPSHIRE

SCALE: 1" = 100' DATE: 7/2/2024 FB: 38A PG: 64 TSCS & SURVEYOR 2 JOB #2024133

S&H LAND SERVICES, LLC
SHLANDSERVICES.COM
 141 LONDONDERRY TURNPIKE - HOOKSETT, NH 03106
 PHONE: (603)-628-8500, FAX: (603)-546-7791

AREA TABULATIONS

LOT NUMBER	PARCEL AREA	CONSERVATION EASEMENT AREA
EXETER MAP 113 LOT 3	13.479 ACRES±	9.440 ACRES±
EXETER MAP 113 LOT 5	7.390 ACRES±	5.494 ACRES±
KENSINGTON MAP 16 LOT 4	41.760 ACRES±	38.303 ACRES±
KENSINGTON MAP 16 LOT 5	42.823 ACRES±	40.799 ACRES±
E. KINGSTON MAP 17 LOT 3-2	62.088 ACRES±	62.088 ACRES±
TOTALS	167.540 ACRES±	156.124 ACRES±

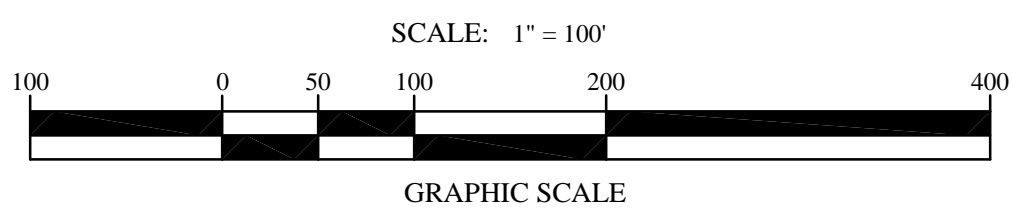
SURVEYOR'S CERTIFICATION

"I HEREBY CERTIFY THAT THIS SURVEY AND PLAT WERE PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND HAS AN ERROR OF CLOSURE OF GREATER ACCURACY THAN ONE PART IN TEN THOUSAND (1:10,000)."

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN."

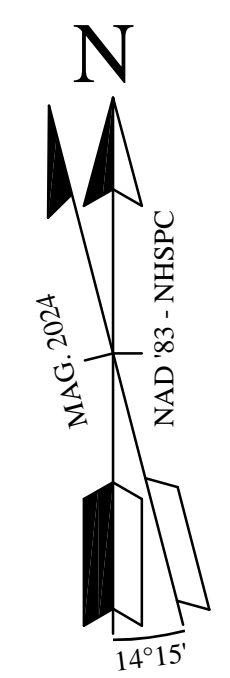
"I HEREBY CERTIFY THAT I HAVE FILED A COPY OF THIS PLAN WITH THE PLANNING BOARD OF THE TOWNS OF EAST KINGSTON, EXETER & KENSINGTON IN ACCORDANCE WITH RSA 676:18(IV)."

LICENSED LAND SURVEYOR _____ DATE _____



SYMBOL LEGEND

- REBAR SET
- ⊙ FENCE/GATE POST
- ⊙ IRON ROD FOUND
- ⊗ MAIL BOX
- ⊙ DRILL HOLE SET
- ⊙ DRILL HOLE FOUND
- ☼ CONIFER W/ WIRE
- ⊙ DECIDUOUS TREE W/ WIRE
- ⊕ RAILROAD TRACK
- UTILITY EASEMENT
- BROOK
- TOWN LINE
- MATCH LINE
- BOUND FOUND
- ⊙ UTILITY POLE
- ⊙ LIGHT POLE
- Paddock FENCE
- WIRE FENCE
- OVERHEAD WIRES
- RETAINING WALL
- EDGE OF PAVEMENT
- TREELINE
- STONE WALL
- STONE WALL REMAINS
- EDGE GRAVEL
- EXCLUSION AREA
- RESERVED RIGHTS AREA



**KENSINGTON
TAX MAP 16 LOT 4-4**
CHASE REALTY TRUST
CLIFFORD CHASE, TRUSTEE
1 ROSE PETAL LANE
KENSINGTON, NH 03833
BK: 6371 PG: 240

**EAST KINGSTON
TAX MAP 17 LOT 3-2**
2,704,569 S.F.±
62.088 ACRES±

**KENSINGTON
TAX MAP 16 LOT 5**
1,865,387 S.F.±
42.823 ACRES±

**KENSINGTON
TAX MAP 16 LOT 4**
1,819,059 S.F.±
41.760 ACRES±

**EAST KINGSTON
TAX MAP 17 LOT 3-1**
JEFFREY A. & SUSAN L. MARSTON
38 GILES ROAD
EAST KINGSTON, NH 03827
BK: 3243 PG: 2215

**KENSINGTON
TAX MAP 13 LOT 7**
TOWN OF KENSINGTON
C/O CONSERVATION COMMISSION
259 N. HAVERHILL ROAD
KENSINGTON, NH 03833
BK: 3497 PG: 152

CONSERVATION EASEMENT PLAN
EAST KINGSTON TAX MAP 17 LOT 3-2
EXETER TAX MAP 113 LOT 3 & 5
KENSINGTON TAX MAP 16 LOT 4 & 5
PREPARED FOR:
**SOUTHEAST LAND TRUST OF
NEW HAMPSHIRE**
LOCATED AT:
**142 POWDER MILL ROAD
EXETER, NEW HAMPSHIRE**

SYMBOL LEGEND

● REBAR SET	□ BOUND FOUND
⊙ FENCE/GATE POST	⊕ UTILITY POLE
⊙ IRON ROD FOUND	⊙ LIGHT POLE
☒ MAIL BOX	— # — # — Paddock FENCE
⊙ DRILL HOLE SET	— x — WIRE FENCE
⊙ DRILL HOLE FOUND	— — — OVERHEAD WIRES
☀ CONIFER W/ WIRE	===== RETAINING WALL
⊙ DECIDUOUS TREE W/ WIRE	- - - - - EDGE OF PAVEMENT
++++ RAILROAD TRACK	~~~~~ TREELINE
- . - . - . UTILITY EASEMENT	⊖ ⊖ ⊖ ⊖ ⊖ STONE WALL
— — — BROOK	⊖ ⊖ ⊖ ⊖ ⊖ STONE WALL REMAINS
— — — TOWN LINE	⊖ ⊖ ⊖ ⊖ ⊖ EDGE GRAVEL
— — — MATCH LINE	- - - - - EXCLUSION AREA
	- . - . - . RESERVED RIGHTS AREA

EASEMENT AS SHOWN ON PLAN 1, SEE BK: 990 PG: 194

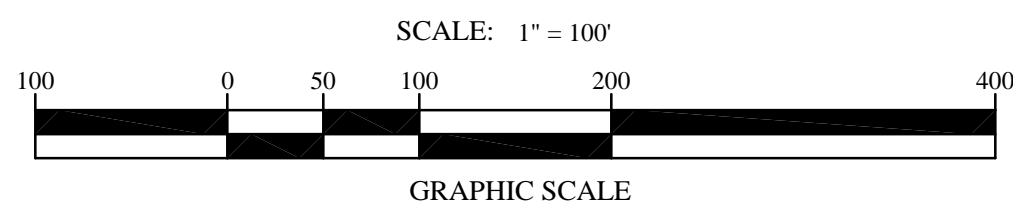
SURVEYOR'S CERTIFICATION

"I HEREBY CERTIFY THAT THIS SURVEY AND PLAT WERE PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND HAS AN ERROR OF CLOSURE OF GREATER ACCURACY THAN ONE PART IN TEN THOUSAND (1:10,000)."

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN."

"I HEREBY CERTIFY THAT I HAVE FILED A COPY OF THIS PLAN WITH THE PLANNING BOARD OF THE TOWNS OF EAST KINGSTON, EXETER & KENSINGTON IN ACCORDANCE WITH RSA 676:18(IV)."

LICENSED LAND SURVEYOR _____ DATE _____



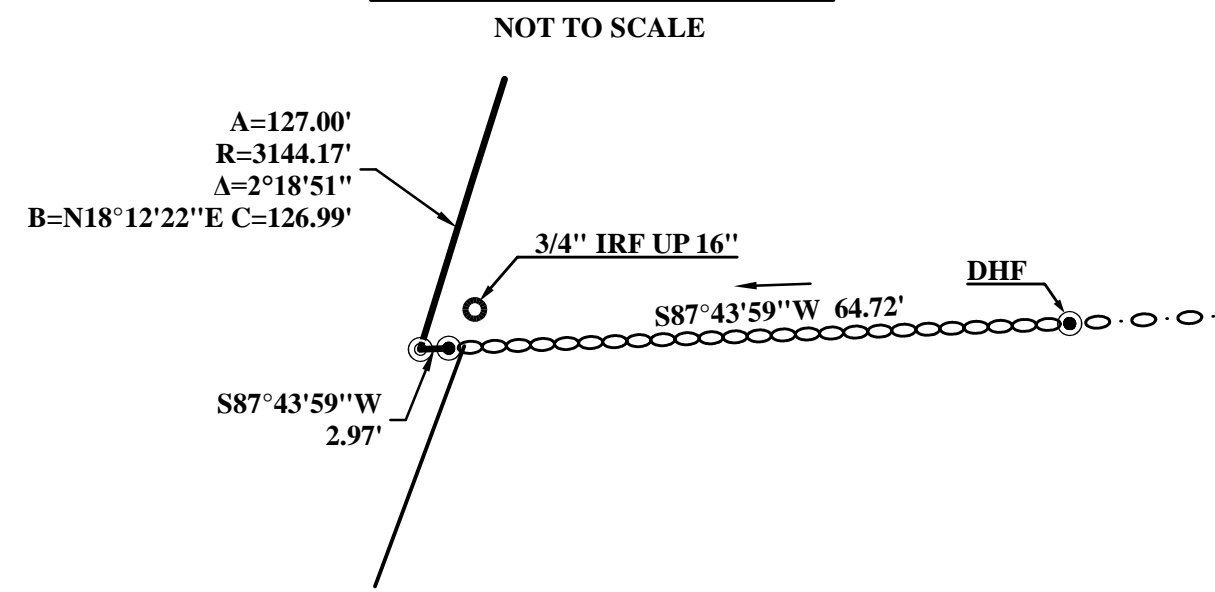
NO.	DATE	DESCRIPTION	BY

S&H LAND SERVICES, LLC
SHLANDSERVICES.COM
141 LONDONDERRY TURNPIKE - HOOKSETT, NH 03106
PHONE: (603)-628-8500, FAX: (603)-546-7791

REFERENCE PLANS

- "SITE PLAN, ROLLING RIDGE ACTIVE ADULT COMMUNITY, ROLLING RIDGE DRIVE, KENSINGTON, NEW HAMPSHIRE." DATED 1/27/03, LAST REVISED 4/25/05, AND PREPARED BY JONES & BEACH ENGINEERS, INC.
- "PLAN OF LAND IN EXETER & KENSINGTON, NH, AT 142 POWDER MILL ROAD, AS DRAWN FOR JAMES R. BRITTON." DATED 9/7/1999, AND PREPARED BY PAUL F. NICHOLS, PE, LS. RCRD PLAN D-33425.
- "STANDARD BOUNDARY SURVEY AND CONSERVATION EASEMENT PLAN FOR LANSD OWNED BY WARREN L. & SUSAN L. HANSON, KNOWN AS TAX MAP 113, LOT 2 & MAP 112, LOT 9, LOCATED AT 137 LINDEN STREET, EXETER, NH, ROCKINGHAM COUNTY." DATED 9/2004, AND PREPARED BY KNIGHT HILL LAND SURVEYING SERVICES, INC. RCRD PLAN D-32191.
- "PLAN OF LAND IN EXETER, NH & KENSINGTON, NH FOR CIRCLE TRUST, JAMES R. BRITTON, TRUSTEE." DATED 9/19/1991, AND PREPARED BY W. C. CAMMETT ENGINEERING, INC. RCRD PLAN D-22263.
- "LOT LINE ADJUSTMENT PLAN IN EXETER & KENSINGTON, NH, JAMES BRITTON, SR., POWDER MILL RD. - EXETER, NH." DATED 6/4/90, AND PREPARED BY W. C. CAMMETT ENGINEERING, INC. RCRD PLAN D-20537.
- "SUBDIVISION OF LAND OF JAMES R. BRITTON IN EXETER & KENSINGTON, NH." DATED 4/1985, AND PREPARED BY PARKER SURVEY ASSOC., INC. RCRD PLAN C-14487.
- "CONSERVATION EASEMENT PLAN OF LAND, ASSESSORS MAP 17, BLOCK 2, LOT 2 & ASSESSORS MAP 17, BLOCK 2, LOT 7, LOCATED AT 22 JOSLIN ROAD, IN EAST KINGSTON, NH, PREPARED FOR MATTHEW W. BLUNT, TRUSTEE, MATTHEW W. BLUNT REVOCABLE TRUST & LYNNE A. BLUNT. DATED 8/2008, AND PREPARED BY CIVIL CONSTRUCTION MANAGEMENT, INC. RCRD PLAN D-35756.
- "JOHN PERKINS - CONTENTS 4 ACRES 89.25 RODS." PLAN IN BK: 298 PG: 188A.
- "OVERVIEW BOUNDARY PLAN, ROLLING RIDGE FARM SUBDIVISION, 142 POWDER MILL ROAD, EXETER, AND KENSINGTON, NH." DATED 11/26/03, AND PREPARED BY JONES & BEACH ENGINEERS, INC. ON FILE WITH THE EXETER PLANNING DEPARTMENT.
- "SUBDIVISION OF LAND FOR G. ALBERT BOURGEOIS AND MARSHA F. BOURGEOIS IN KENSINGTON, NH." DATED 1/1980, AND PREPARED BY PARKER SURVEY ASSOC., INC. RCRD PLAN D-9339.
- "PLAN OF LAND FOR HERB HAUSER IN EXETER, KENSINGTON & EAST KINGSTON, NH." DATED 1/17/1990, AND PREPARED BY TETON LAND CONSULTANTS, INC. RCRD PLAN D-20143.

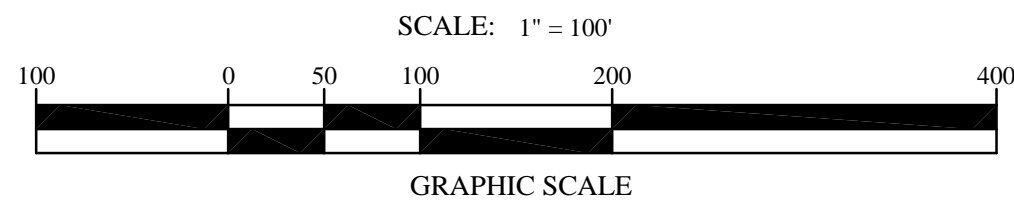
DETAIL AREA 'A'



EAST KINGSTON TAX MAP 17 LOT NOT NUMBERED
 BOSTON & MAINE RAILROAD
 500 WATER STREET J-910
 JACKSONVILLE, FL 32202
 BK: 298 PG: 187 & BK: 564 PG: 248

EAST KINGSTON TAX MAP 17 LOT 3-2
 2,704,569 S.F.±
 62.088 ACRES±

EAST KINGSTON TAX MAP 17 LOT 3-1
 JEFFREY A. & SUSAN L. MARSTON
 38 GILES ROAD
 EAST KINGSTON, NH 03827
 BK: 3243 PG: 2215



SURVEYOR'S CERTIFICATION

"I HEREBY CERTIFY THAT THIS SURVEY AND PLAT WERE PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND HAS AN ERROR OF CLOSURE OF GREATER ACCURACY THAN ONE PART IN TEN THOUSAND (1:10,000)."

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LICENSED LAND SURVEYOR _____

DATE _____

SHEET 1
SHEET 3
MATCHLINE



SYMBOL LEGEND

- REBAR SET
- ⊕ FENCE/GATE POST
- IRON ROD FOUND
- ☒ MAIL BOX
- ⊙ DRILL HOLE SET
- ⊙ DRILL HOLE FOUND
- ☀ CONIFER W/ WIRE
- ⊙ DECIDUOUS TREE W/ WIRE
- ⊕ RAILROAD TRACK
- UTILITY EASEMENT
- BROOK
- TOWN LINE
- MATCH LINE
- BOUND FOUND
- ⊙ UTILITY POLE
- ⊙ LIGHT POLE
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- WIRE FENCE
- OVERHEAD WIRES
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- EDGE OF PAVEMENT
- TREELINE
- STONE WALL
- STONE WALL REMAINS
- EDGE GRAVEL
- EXCLUSION AREA
- RESERVED RIGHTS AREA

CONSERVATION EASEMENT PLAN
EAST KINGSTON TAX MAP 17 LOT 3-2
EXETER TAX MAP 113 LOT 3 & 5
KENSINGTON TAX MAP 16 LOT 4 & 5

PREPARED FOR:
SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

LOCATED AT:
 142 POWDER MILL ROAD
 EXETER, NEW HAMPSHIRE

PAGE: 3 OF 3

S&H LAND SERVICES, LLC
SHLANDSERVICES.COM
 141 LONDONDERRY TURNPIKE - HOOKSETT, NH 03106
 PHONE: (603)-628-8500, FAX: (603)-546-7791

NO.	DATE	DESCRIPTION	BY



March 27, 2024

Ms. Lori Sommer
Southeast Land Trust of New Hampshire
The Nan & George Mathey Center for People & Nature at Burley Farms
247 North River Road, Epping, NH
via email: lori@seltnh.org

Re: Phase I Environmental Site Assessment
Rider - Edelweiss II Property
Exeter Map 113, Lots 3 and 5; East Kingston Map 17, Lot 3-2; and
Kensington Map 16, Lots 4 & 5
Powder Mill Road, Exeter, East Kingston and Kensington New Hampshire

Dear Ms. Sommer:

We have completed a Phase I Environmental Site Assessment of the above-referenced property for the Southeast Land Trust of New Hampshire. The subject property consists five contiguous parcels covering 157± acres of land in Exeter, Kensington and East Kingston, New Hampshire. The property subject to this assessment is a 152± acre undeveloped portion of the property. An approximate 1.5-acre portion used by the landowner as a parking area for recreational vehicles is identified as a potential reserved rights area as described in this assessment. Excluded from this assessment is 4± acres surrounding the Rider residence and three outbuildings.

The northern portion of the subject property consists of horse pasture and hay fields and a cleared area that has been leveled for agricultural purposes. Improvements include fencing and gravel access roads. Several storage units, farm-related equipment, construction materials and firewood are located in the northern portion of the property. The remainder of the property consists of forestland certified as a Tree Farm along with extensive wetlands associated with Brickyard Brook, Great Brook and three small tributaries to Great Brook. Several unpaved trails traverse through the wooded portion of the property.

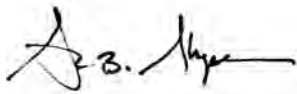
It is the intent of this assessment to evaluate the subject property for the presence of recognized environmental conditions. As defined in the American Society of Testing Materials (ASTM) Practice E1527-21, the term recognized environmental condition (REC) means (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The term is not intended to apply to *de-minimus* conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be subject to enforcement action by government agencies.

This assessment was performed in general conformance with the scope of work and limitations of ASTM Practice E1527-21, which satisfies the EPA's "All Appropriate Inquiries" rule (40 CFR Part 312).

In summary, this assessment has not identified any recognized environmental conditions to be associated with the subject property.

Please feel free to call or email if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "S.B. Shope", written over a light blue rectangular background.

Steven B. Shope
President, Environmental Professional
Exeter Environmental Associates, LLC

Environmental Professional Statement

I declare that, to the best of my knowledge, I meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312 and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all-appropriate inquiries in conformance with the standards and practices set for the in 40 CFR Part 312.



**EXETER
ENVIRONMENTAL**
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**PHASE I
ENVIRONMENTAL SITE ASSESSMENT REPORT**

**RIDER - EDELWEISS II PROPERTY
POWDER MILL ROAD
EXETER, EAST KINGSTON AND KENSINGTON, NEW HAMPSHIRE**



REPORT PREPARED FOR:
Southeast Land Trust of New Hampshire

March 27, 2024

EEA 1530.135

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1.0 INTRODUCTION

This report presents the results of a Phase I Environmental Site Assessment of the Rider - Edelweiss II property located off Powder Mill Road in Exeter, East Kingston and Kensington, New Hampshire (subject property). This report has been prepared for the Southeast Land Trust of New Hampshire.

It is the intent of this assessment to evaluate the subject property for the presence of *recognized environmental conditions*. As defined in the American Society of Testing Materials (ASTM) Practice E1527-21, the term recognized environmental condition (REC) means (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The term is not intended to apply to *de-minimus* conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be subject to enforcement action by government agencies.

Our work scope for this assessment has included the following tasks: a site walkover, research into the site history, a review of available local and state records, and preparation of this report.

This Phase I assessment was performed in general accordance with the scope of work and limitations of ASTM Practice E1527-21, which satisfies the US Environmental Protection Agency rule of "All Appropriate Inquiry" as promulgated in 40 CFR Part 312. This assessment is subject to the limitations stated in Section 7.0 of this report.

2.0 SITE DESCRIPTION

The subject property includes five parcels covering approximately 157± acres. The parcels are identified on Exeter Tax Map 113, Lots 3 and 5; East Kingston Tax Map 17, Lot 3-2; and Kensington Tax Map 16, Lots 4 & 5. The property subject to this assessment is a 152± acre undeveloped portion of the property. An approximate 1.5-acre portion used by the landowner as a parking area for recreational vehicles is identified as a potential reserved rights area as described in this assessment. Excluded from this assessment is 4± acres surrounding the Rider residence and three outbuildings.

The property location is shown on Figure 1. The layout of the property and pertinent site features are shown on the site plan prepared by the Southeast Land Trust of New Hampshire and provided as Figure 2.

The northern portion of the subject property consists of horse pasture and hay fields, a cleared area that has been leveled for agricultural purposes and the potential reserved rights area (parked vehicles). Improvements include fencing and gravel access roads. Several storage units, farm-related equipment, construction materials and firewood are located in the northern portion of the property. The remainder of the property consists of forestland certified as a Tree Farm along with extensive wetlands associated with Brickyard Brook, Great Brook and three small tributaries to Great Brook. Several unpaved trails traverse through the wooded portion of the property.

The property is bordered by undeveloped or residential land on all sides, and by a railroad track to the northwest.

Additional site description is presented in Section 5.0 (Site Reconnaissance). Selected photographs of the subject property are included in the Photographs section of this report.

3.0 HYDROGEOLOGIC SETTING

The primary hydrologic features in the vicinity of the subject property are Brickyard Brook and Great Brook located along the southern property boundary and three small tributaries to Great Brook and their associated wetland systems.

Topography across the property is variable, with an overall slope down to the south and southeast. On the basis of topography and surface water flow, the inferred direction of groundwater flow beneath the property is primarily to the south-southeast towards Brickyard Brook and Great Brook.

Soils across the subject property have been mapped as outwash sands, outwash over glaciolacustrine fine sand, and glaciomarine silt and clay marine deposits¹. Outwash deposits consist of fine to medium sand deposited by meltwater streams following the retreat of the Pleistocene glaciers, and are typically characterized by a moderate permeability to groundwater flow. Glaciomarine silt and clay marine deposits consist of low-permeability silt and clay laid down in quiet (backwater) marine environments.

4.0 SITE HISTORY and RECORDS REVIEW

The history of the subject property and pertinent history of adjoining properties was obtained from the following sources: the Exeter, East Kingston and Kensington Assessor's Offices, historical aerial photographs, pertinent US Geological Survey topographic maps and information provided by the property co-owner.

As part of this assessment, the following sources were consulted with regard to information pertaining to a release of oil or hazardous material on, or in the vicinity of, the subject property.

- the *user* of this report
- the property co-owner
- the Exeter, East Kingston and Kensington Fire and Building Departments
- the New Hampshire Department of Environmental Services (NHDES) online OneStop database
- the Environmental Data Resources (EDR) database for other Standard Environmental Record Sources (where available) as listed below

<u>List</u>	<u>Approximate Minimum Search Distance (miles)</u>
Federal NPL site list	1.0
Federal Delisted NPL site list	0.5
Federal CERCLIS list	0.5
Federal CERCLIS NFRAP site list	0.5
Federal RCRA CORRACTS facilities list	1.0
Federal RCRA non-CORRACTS TSD facilities list	0.5
Federal RCRA generators list	property & adjoining
Federal institutional control/engineering control registry	property
Federal ERNS List	property
State & Tribal Equivalent NPL	1.0
State & Tribal Equivalent CERCLIS	0.5
State & Tribal Equivalent Landfill	0.5
State & Tribal LUST	0.5
State & Tribal registered storage tank	property & adjoining
State & Tribal institutional control/engineering control	property
State & Tribal voluntary clean-up sites	0.5
State & Tribal Brownfield sites	0.5

A summary of the site history and the information obtained regarding potential environmental concerns at the subject property is presented below. The minimum search distance for review of nearby properties with environmental concerns is defined as 0.50± miles from the subject property, except for NPL sites and RCRA CORRACT facilities that have a search distance of 1.0± miles.

4.1 History of Subject Property. During the 19th century, the property was used a brickyard. With the exception of the historic brickyard operations, the subject property has consisted of undeveloped land.

Exeter, East Kingston and Kensington Assessor's Office. The assessor's tax records indicate the following relative to each parcel.

Exeter Tax Map 113, Lot 3 covers 13.48 acres of residential land with Edelweiss II Trust listed as the owner.

Exeter Tax Map 113, Lot 5 covers 7.5 acres of vacant land with Mueggler Agricultural Trust, Bernhard Mueggler, Trustee listed as the owner.

East Kingston Tax Map 17, Lot 3-2 covers 72 acres of unproductive land, with Mueggler Agricultural Trust, Bernhard Mueggler, Trustee listed as the owner.

Kensington Tax Map 16, Lot 4 covers 41.73 acres of farm land, wetland, unmanaged hardwood and the excluded shed and barn, with Edelweiss II Trust, Bernhard Mueggler, Trustee listed as the owner.

Kensington Tax Map 16, Lot 5 covers 40 acres of farm land and wetland, with Mueggler Agricultural Trust, Bernhard Mueggler, Trustee listed as the owner.

Aerial Photographs. Historic aerial photographs for the subject property have been provided by EDR. Air photos were provided for the years 1952, 1960, 1975, 1978, 1986, 1992, 1998, 2008, 2011 and 2018. The subject property is shown in its current undeveloped state from 1952 to the present. Evidence of site clearing, leveling and gravel roads on Lot 113-3 is first visible in the 1998 air photo. Evidence of more significant site work on Lot 113-5 is first visible in the 2018 air photo. The air photos are included in the Historic Aerial Photographs section of this report.

Topographic Maps. We have reviewed detailed historic USGS topographic maps available online¹, including various years from 1888 to 1998 (maps after 1998 are not detailed). The property is shown as consisting of primarily undeveloped land on all of

¹ <https://ngmdb.usgs.gov/topoview/viewer>

the maps. The exception is one small structure visible along Powder Mill Road on the 1998 map. A copy of the maps from 1952 and 1998 are included in the Historic Topographic Maps section of this report.

Sanborn Fire Insurance Maps. Sanborn Fire Insurance map coverage is not available for the subject property, since the site neighborhood was rural at the time these maps were developed (i.e., late 1800s through the 1940s).

4.2 Historical Use of Adjoining Properties. The historical use of the adjoining properties was evaluated by reviewing historical aerial photographs, the USGS topographic maps of the area, site observations and tax assessor records. Based on this information, the adjoining properties have consisted of undeveloped land that has remained undeveloped or has been developed for residential use.

4.3 User Provided Information. The Southeast Land Trust of New Hampshire has provided information regarding the subject property by completing the Phase I Environmental Site Assessment User Questionnaire. The User Questionnaire was developed to fulfill the federal “all appropriate inquiry” (AAI) requirements as incorporated in ASTM E1527-21.

According to the responses provided by the user, no environmental-related concerns were identified at the subject property including: recorded environmental clean-up liens, recorded activity and land use limitations, chemical spills or releases, or specialized knowledge and experience regarding land use or the potential for environmental contamination at the subject property. A copy of the questionnaire along with the user’s responses is included as Appendix I.

4.4 Interview with Property Co-Owner. We interviewed property co-owner Chris Rider by telephone on March 1, 2024. Mr. Rider stated that he has owned the land for

19 years and that it is primarily forested with a selective cut 6 years ago. He further stated that he leveled a part of the property 5 years ago to make a hay field. He is not aware of any dumping on the property except for some defective bricks and rusty metal pieces that he occasionally encounters that are a remnant of the use of the property as a brickyard from 1850 to 1950 by the Eno family. Mr. Rider stated that he is not aware of any releases of oil or hazardous materials at the property.

4.5 Exeter, East Kingston and Kensington Fire Departments. We inquired with the Exeter, East Kingston and Kensington Fire Department by email and telephone to ask if they had knowledge of any releases of oil or hazardous materials or other environmental issues at the subject property. In a response on March 4, 2024, Exeter Deputy Fire Chief Jason Fritz stated, "Per our conversation I completed a 20 year look back in our database and do not have any record of any HazMat incidents, no above ground or below ground storage tanks, nor any environmental issues at that location. Please contact me if you have any further questions or concerns." The fire departments of East Kingston and Kensington did respond to our requests for information. This data gap is not considered to be significant considering the undeveloped nature of those parcels and the other information gathered as part of this assessment.

4.6 Exeter, East Kingston and Kensington Building Departments. We inquired with the Exeter, East Kingston and Kensington Building Departments by email and telephone to ask if they had knowledge of any releases of oil or hazardous materials or other environmental issues at the subject property. In a response on February 29, 2024, Exeter Building Inspector Doug Eastman stated, "I am not aware of any hazardous material at the site at Powder Mill Rd. This was all woods and fields prior to the excavation done." In a response on February 29, 2024, East Kingston Building Inspector Kip Kaiser stated that there was an Alteration of Terrain Permit issued by the state in 2021 and also a Planning Board note from a Public Hearing on October 30, 2023 where a member of the public stated that part of the land was once used to recycle old oil tanks. Mr. Jeremy Lougee of SELT responded that the recycling

operation had ceased and that the area had been restored to a field. The Kensington building inspector did not respond to our request for information. This data gap is not considered to be significant considering the undeveloped nature of the Kensington parcel and the other information gathered as part of this assessment.

4.7 Government Records Database Search. The subcontract firm of EDR was used to provide us with a database search of properties and sites that are of environmental concern including Federal, State and Tribal Equivalents. The results of the EDR database search are presented in Appendix II of this report.

Subject Property. The subject property is not listed as a site in the databases that were searched.

Sites within 0.50± Mile Search Distance. As shown on the search maps and corresponding search summaries provided in Appendix II, there are 4 sites of environmental concern located within the standard search distance of the subject property. We have reviewed the listed sites using the DES OneStop database.

One of the sites known as the "Exeter Abandoned Dump Site" is located 900± feet to the north-northeast of the subject property. The site is an old burn landfill operated by the town of Exeter. There is no documented groundwater contamination at the landfill site and groundwater flow beneath the site is towards the Exeter River, away from the subject property.

Based upon the information reviewed and the location of the sites relative to the subject property, it is our opinion that none of the sites listed in the EDR search report have the potential to adversely impact the subject property, including vapor encroachment.

5.0 SITE RECONNAISSANCE

5.1 Subject Property. A walkover of the subject property was performed by Julie Shope of Exeter Environmental Associates, LLC on March 13, 2024. The perimeter of the property was walked as accessible, along with portions of the property interior. Selected photographs of the subject property taken at the time of our walkover are provided in the Photographs section of this report, including two low-angle aerial photographs. A plan showing geo-located photograph points and the track of the site walk is included as Figure 3.

The walkover was initiated from the end of the gravel entrance road on Lot 3 and proceeded across the property in a general counter-clockwise direction. The northern tip of the property was observed to have been recently cleared and leveled (Photos #1, #2) with earth-moving equipment parked along the edge of the clearing.

Several unpaved trails traverse through the wooded portion of the property. One of the trails in west-central portion of the property is shown in Photo #3. Forest and wetlands in the west-central portion of the property are shown in Photo #4.

Brickyard Brook, a tributary to Great Brook, was observed to be running clear in the southwest corner of the property (Photo #5). A south-facing view of the woods leading down to Great Brook is shown in Photo #6.

Forest along the southern property boundary is shown in Photo #7 and forested land on Lot 4 in Kensington is shown in Photo #8.

Photo #9 shows a northwest facing view of the fields surrounding the excluded area on Lots 3 and 4. Photo #10 shows the gravel access road that provides access to the potential reserved rights area and Photo #11 shows the parked vehicles. Photo #12

shows the storage units, farm-related equipment and construction materials stored on Lot 3 in the northern portion of the property.

No significant areas of debris were observed during the site walk.

5.2 Abutters to Subject Property. The property is bordered by undeveloped or residential land on all sides. No items of environmental concern were observed on the abutting properties, as viewed from the subject property.

6.0 FINDINGS and OPINIONS

We have performed a Phase I Environmental Site Assessment of the Rider - Edelweiss II property located off Powder Mill Road in Exeter, East Kingston and Kensington, New Hampshire (subject property). The assessment has been conducted in general conformance with the scope and limitations of ASTM Practice E1527-21, which satisfies the EPA's "All Appropriate Inquiries" rule (40 CFR Part 312). Any exceptions to, or deletions from, this practice are described in Section 7.0 of this report.

It is the intent of this assessment to evaluate the subject property for the presence of recognized environmental conditions. As defined in the American Society of Testing Materials (ASTM) Practice E1527-21, the term recognized environmental condition (REC) means (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The term is not intended to apply to *de-minimus* conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be subject to

enforcement action by government agencies.

In summary, this assessment has not identified any recognized environmental conditions to be associated with the subject property.

7.0 LIMITATIONS

This Phase I assessment was performed in general accordance with the scope of work and limitations of ASTM Practice E1527-21, which satisfies the EPA's "All Appropriate Inquiries" rule (40 CFR Part 312).

Our work scope for this assessment has included the following tasks: a site walkover, research into the site history, a review of available local and state records, and preparation of this report. The minimum search distance for review of nearby properties with environmental concerns was defined as 0.50± miles from the property, except for NPL sites and RCRA CORRACT facilities that have a search distance of 1.0± miles.

No subsurface investigations were performed as part of this Phase I assessment. Furthermore, this assessment did not include an inspection of the subject property for the following items: wetlands, pesticides in soil, radon, PFAS; or asbestos, lead paint and PCBs in building materials.

The user of this report has not notified us of any recognized environmental conditions that are beyond the scope of this work, such as environmental liens, or recorded activity and land use limitations at the subject property.

The conclusions presented in this report are based upon the information available to Exeter Environmental Associates, LLC, as of the date of this report. Any supplementary information that becomes available should be forwarded to Exeter

Environmental Associates, LLC for review and revisions as needed. This report has been prepared in accordance with our standard *Terms and Conditions*. No other warranty, expressed or implied, is made.

FIGURES

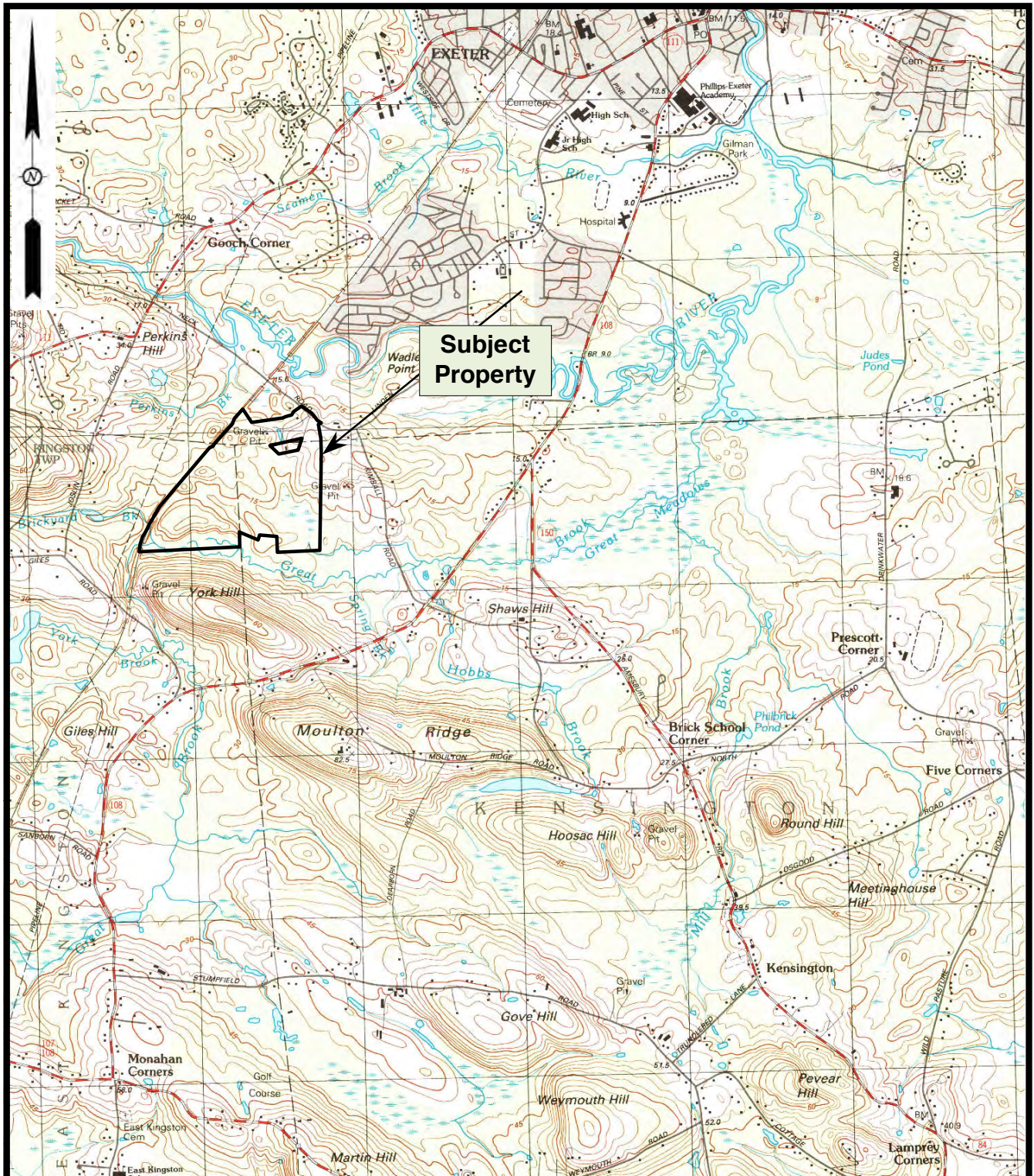
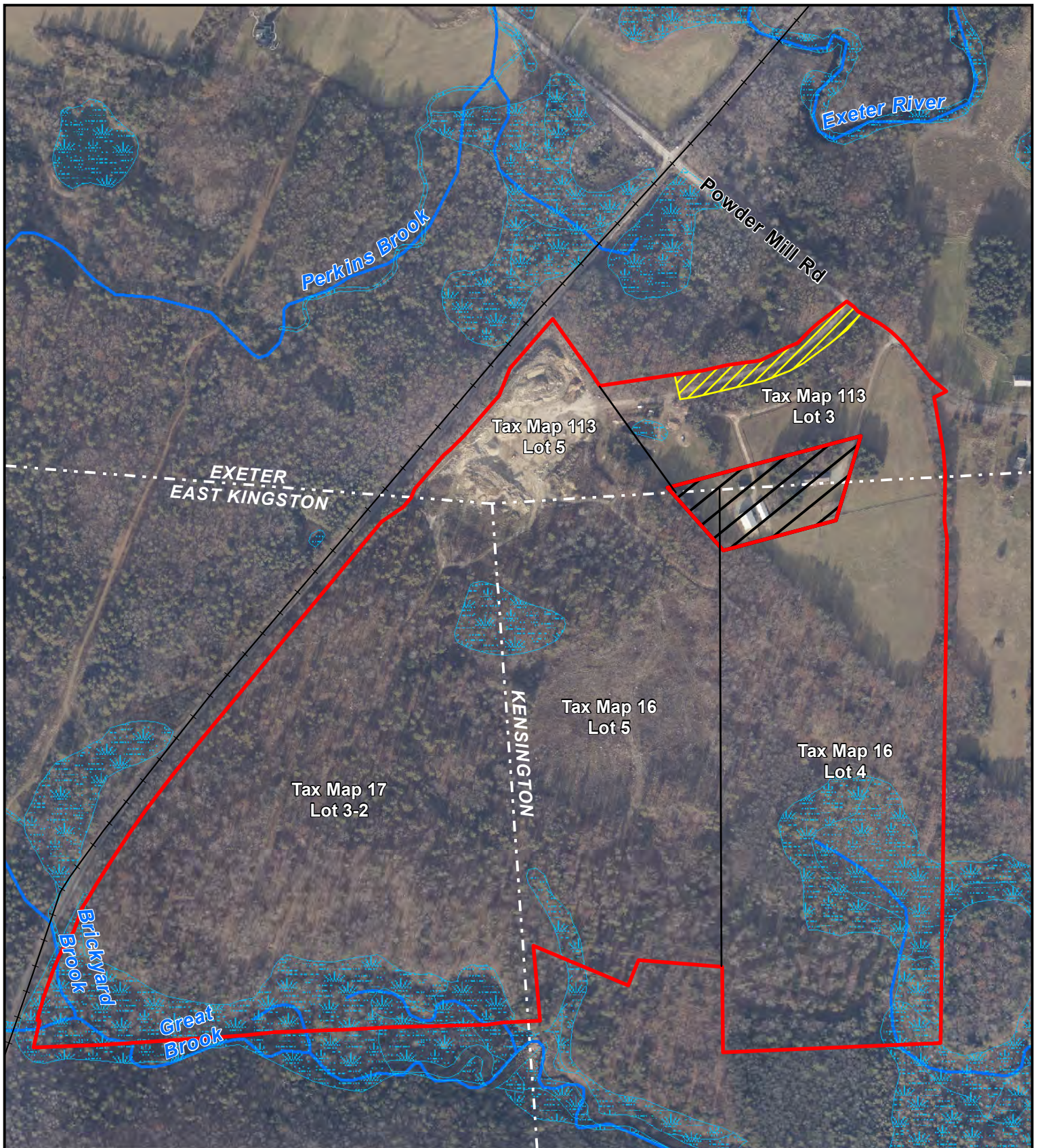




Figure 1. USGS Locus Map
 Rider - Edelweiss II Property
 Exeter, East Kingston and Kensington, NH






 Proposed Easement Boundary (~152 acres)

 Proposed Excluded Area (~4 acres)

 Potential Reserved Right (~ 1.5 acres)

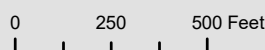
 Railroad

 Taxparcel

 Town boundary



1:6,000



**Figure 2 Rider Project
Aerial Map
Kensington, East Kingston
& Exeter, NH**

Map prepared by
Southeast Land Trust of NH
September, 2023



Boundary and feature locations are approximate.

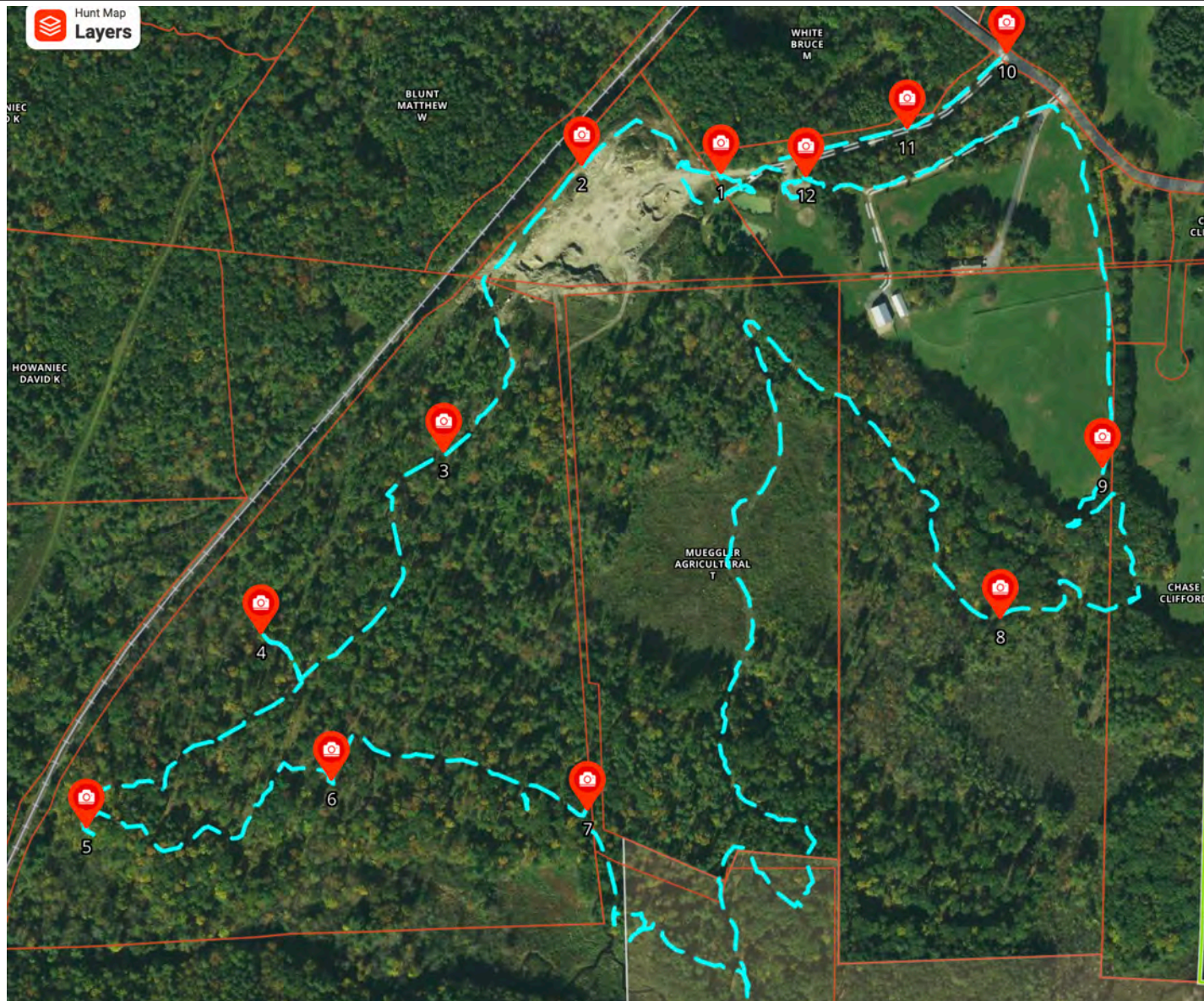


Figure 3. Photo Log and Site Walk Trace
Rider - Edelweiss II Property
Exeter, East Kingston and Kensington, New Hampshire

PHOTOGRAPHS

(March 13, 2024)



Easterly-facing, low-angle aerial photograph showing the fields surrounding the excluded house and outbuildings.



South-southeast-facing, low-angle aerial photograph showing the recently-cleared area in the foreground and the forested area in the background.



Photo #1. West-facing view of recently leveled area.



Photo #2. East-facing view of recently-leveled area.



Photo #3. Trail in west-central portion of the property.



Photo #4. Forest and wetlands in west-central portion of the property.



Photo #5. Brickyard Brook, tributary to Great Brook, in southwest corner of the property.



Photo #6. South facing view down to Great Brook.



Photo #7. Forested land along the southern property boundary.



Photo #8. Forest land on Lot 4 in Kensington with wetlands visible in the distance.



Photo #9. Northwest facing view of the fields surrounding the excluded area on Lots 3 and 4.



Photo #10. Southwest-facing view from Powder Mill Road of access road leading onto potential reserved rights area.

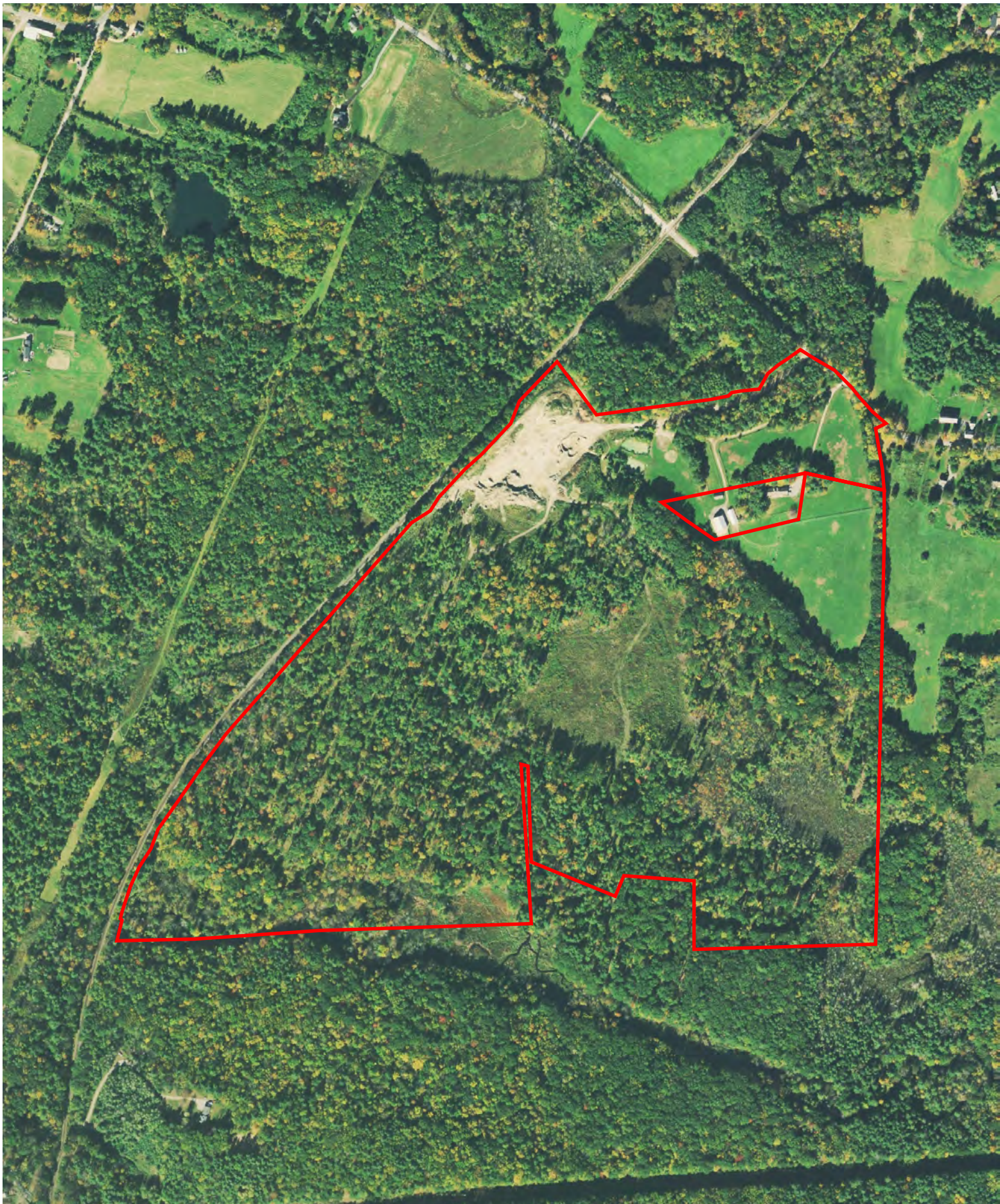


Photo #11. View of parked vehicles on potential reserved rights area.



Photo #12. Storage units, farm-related equipment and construction materials on Lot 3.

**HISTORIC AERIAL PHOTOGRAPHS
(EDR)**

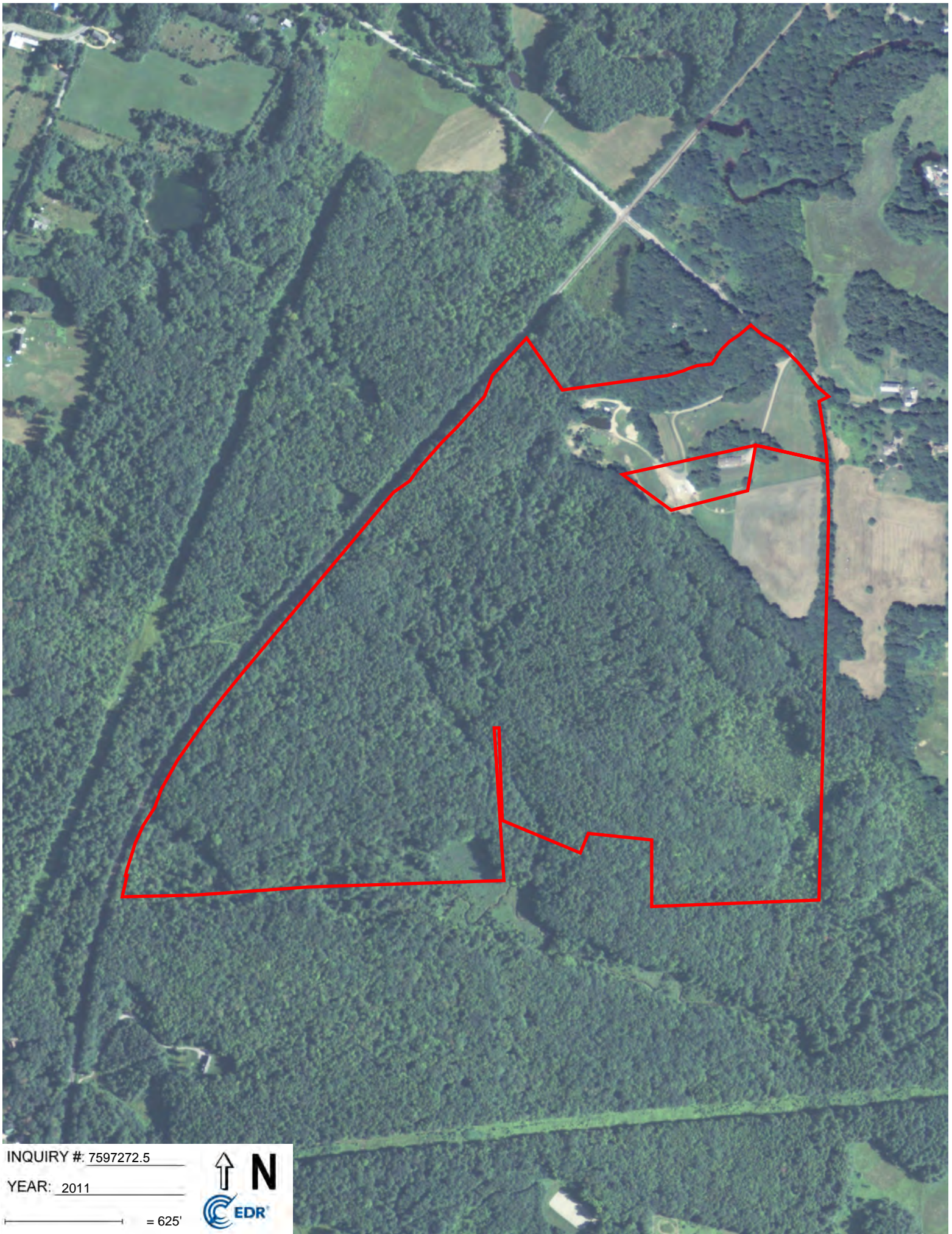


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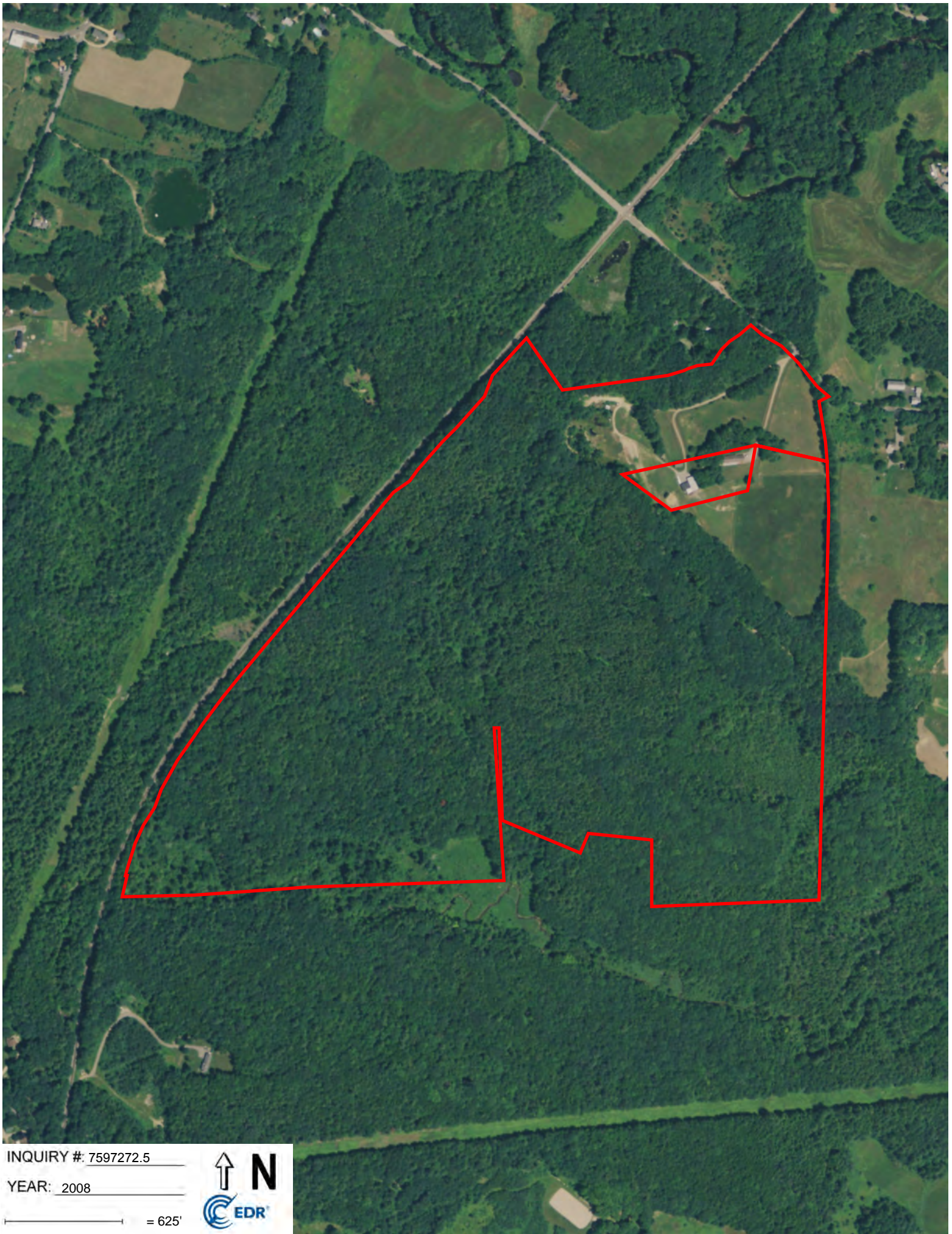


INQUIRY #: 7597272.5

YEAR: 2011

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INQUIRY #: 7597272.5

YEAR: 2008

— = 625'





INQUIRY #: 7597272.5

YEAR: 1998

— = 625'



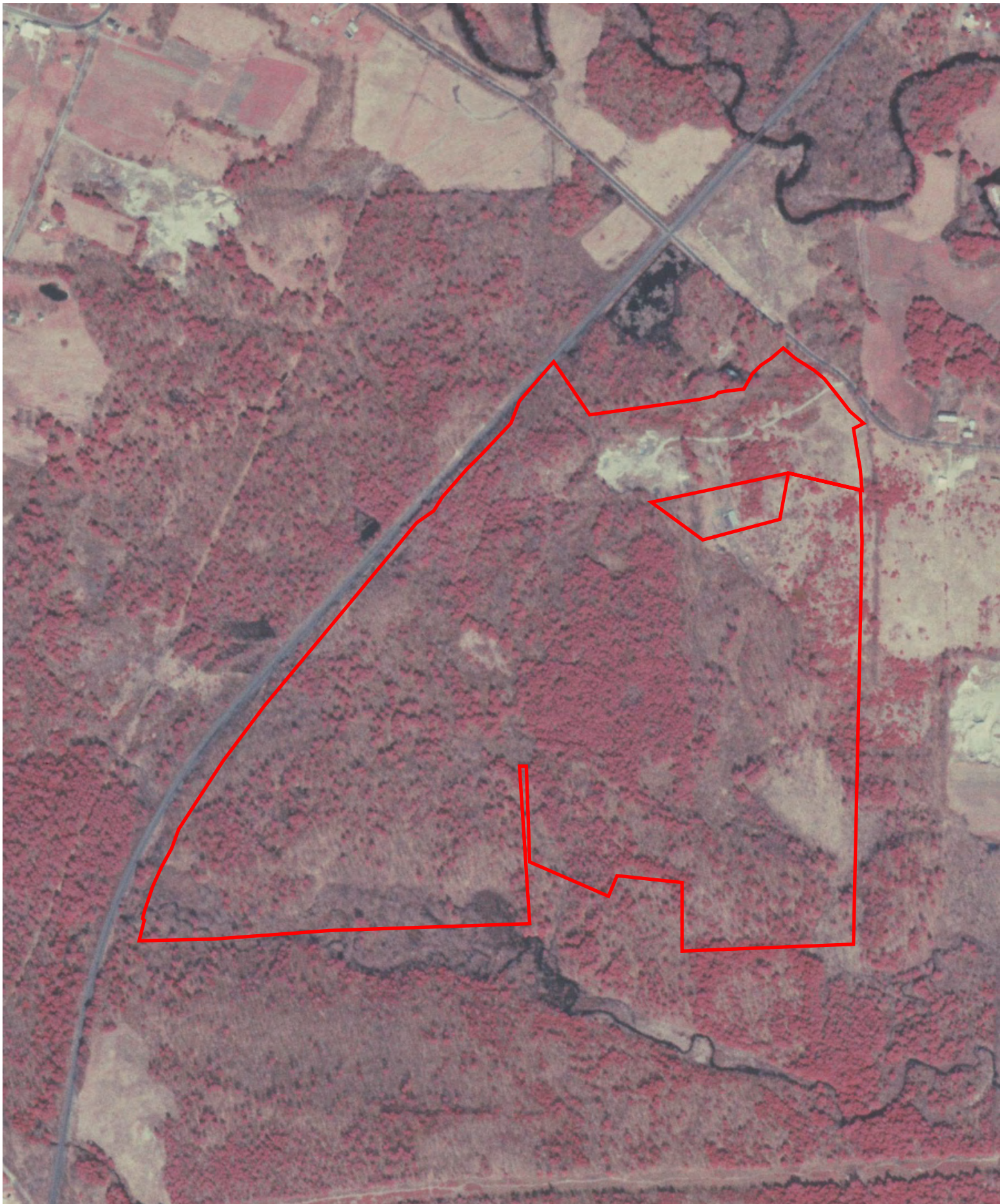


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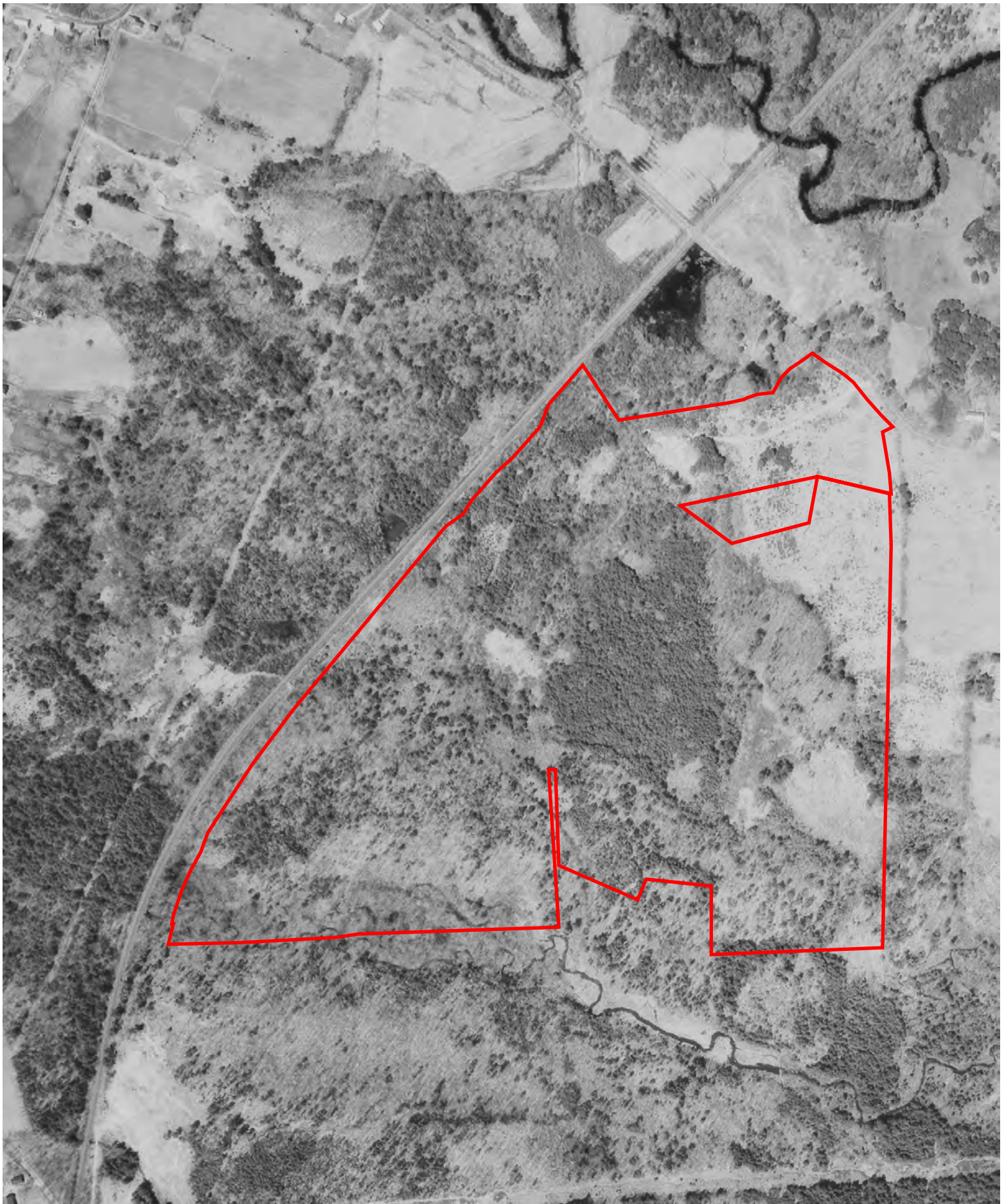


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YEAR: 1986

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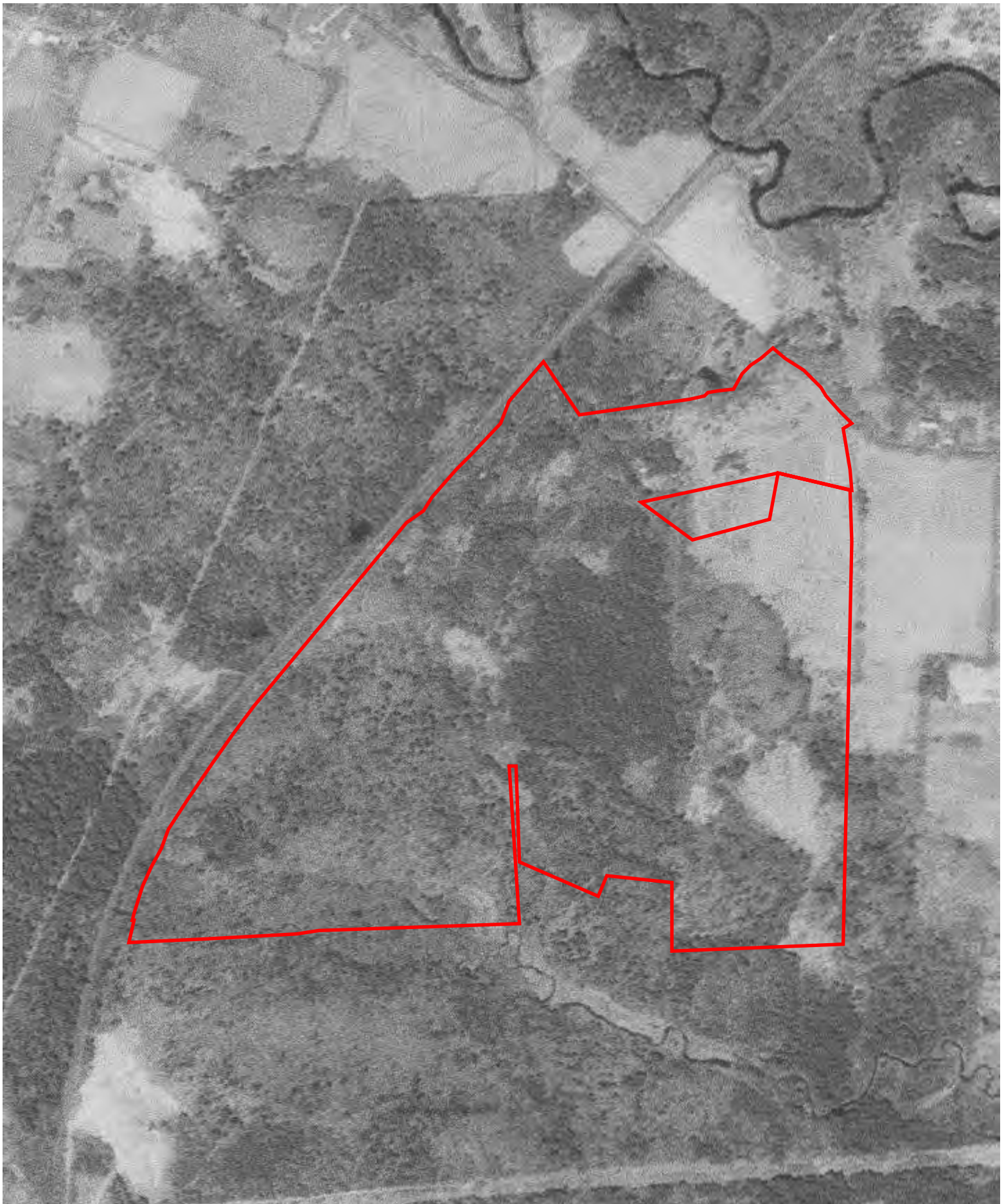


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YEAR: 1978

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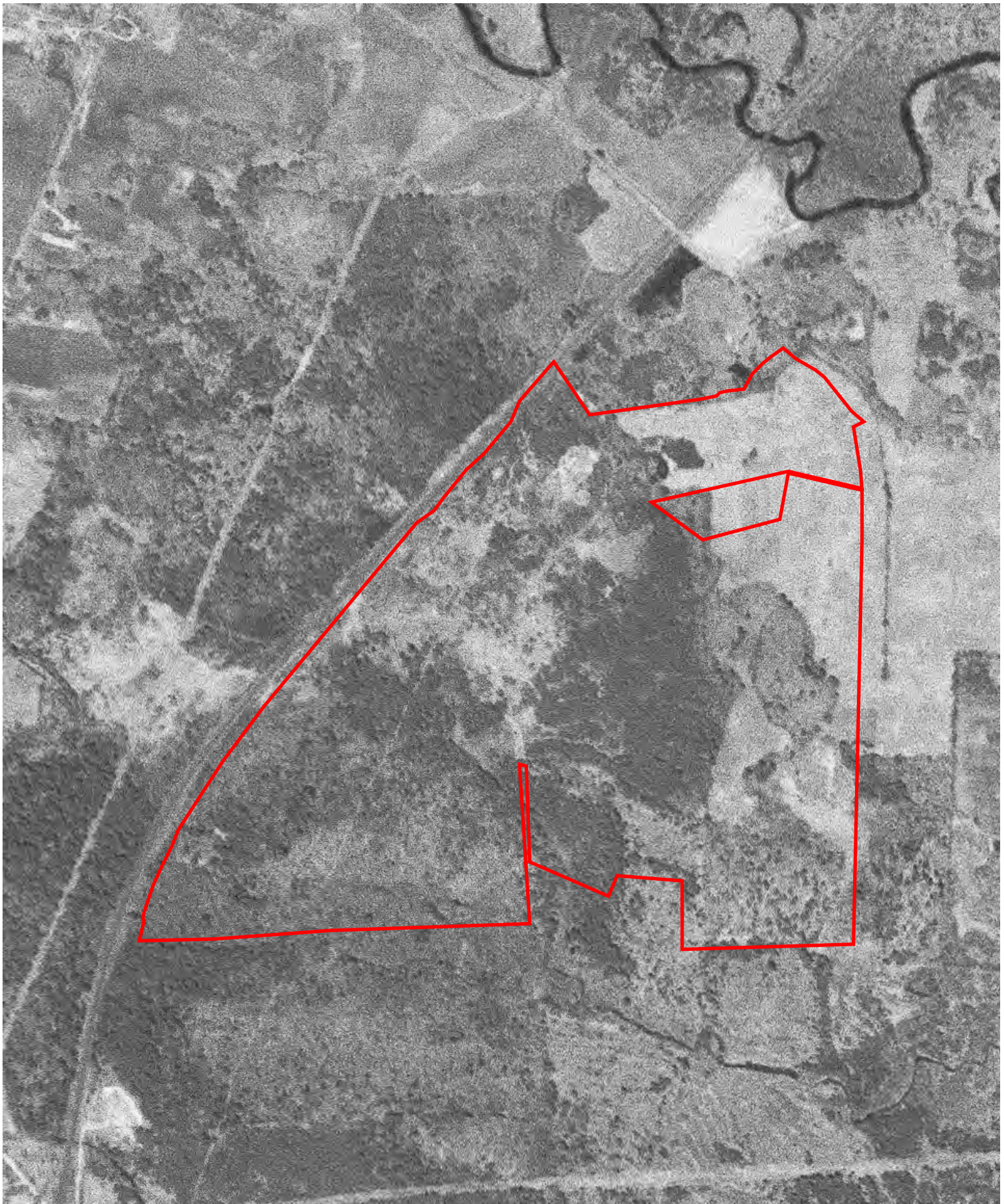


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YEAR: 1975

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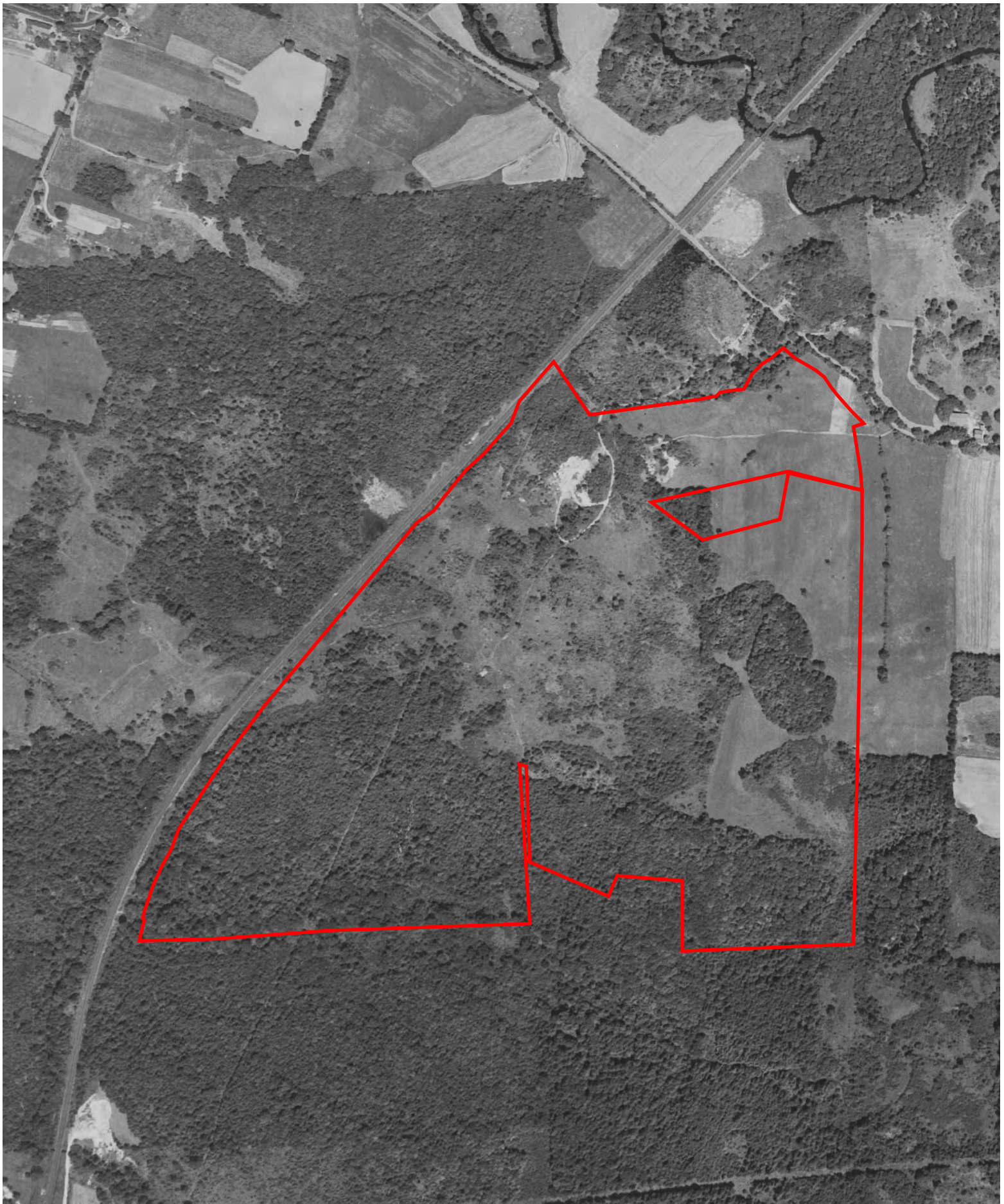


INQUIRY #: 7597272.5

YEAR: 1960

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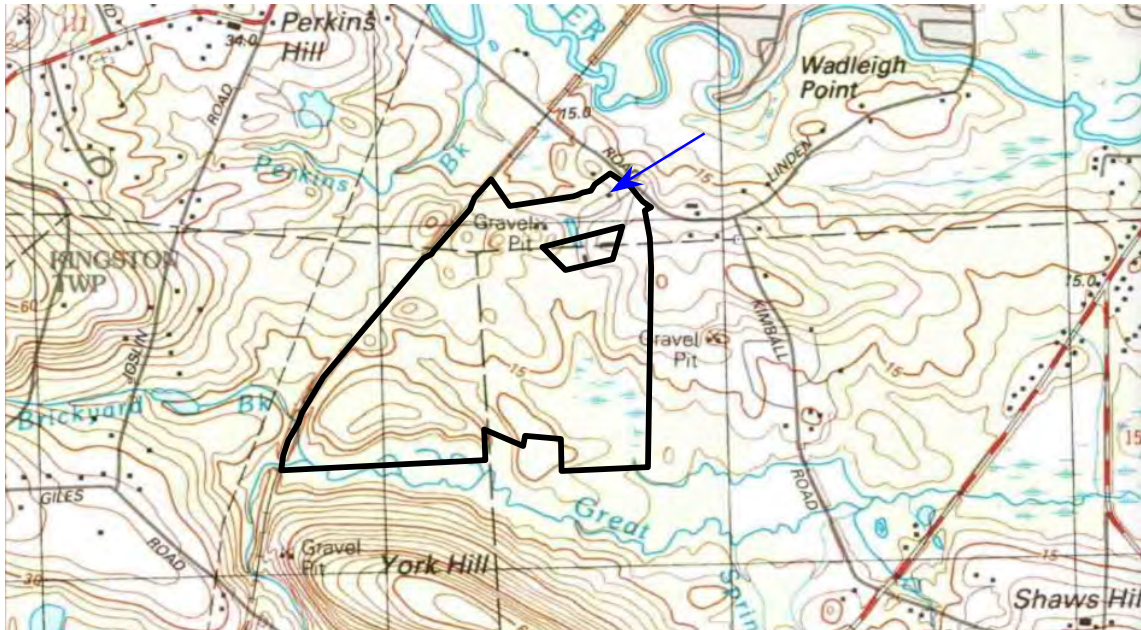
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YEAR: 1952

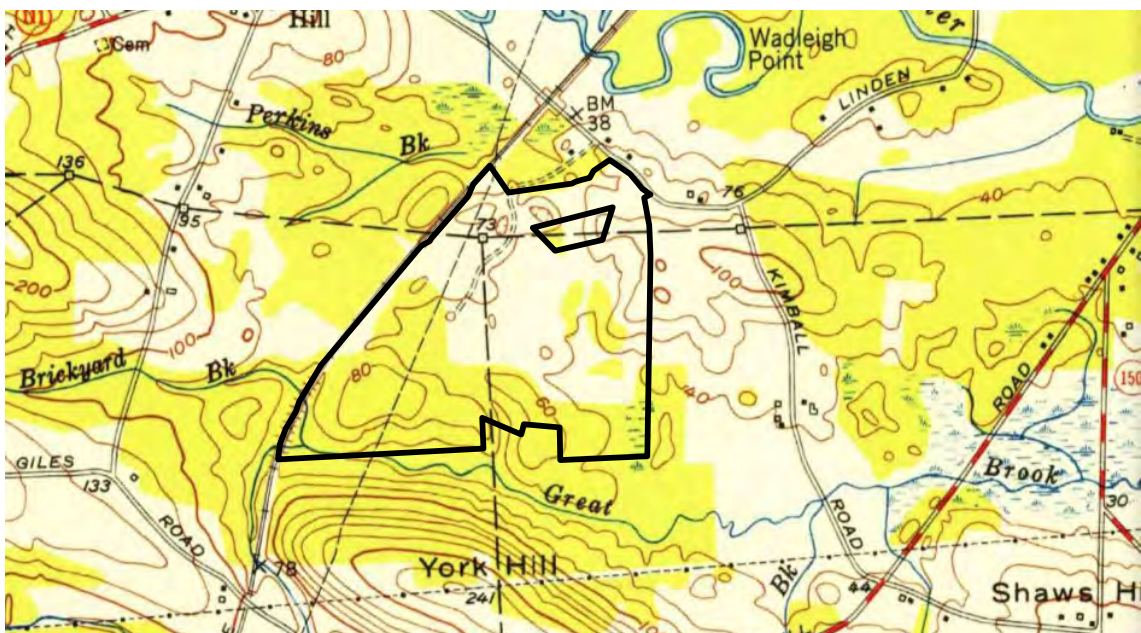
 = 625'



HISTORIC TOPOGRAPHIC MAPS



1998 map showing the property as primarily undeveloped. One small structure is visible along Powder Mill Road.



1952 map showing the property as undeveloped.

APPENDIX I

User Questionnaire



PHASE I ENVIRONMENTAL ASSESSMENT - USER QUESTIONNAIRE

Property: Rider Edelweiss II Property (156 acres)
Powder Mill Road, Exeter, E Kingston & Kensington, NH
User: Southeast Land Trust of NH
Completed By: Duane Hyde
Date Completed: 3/15/2024

(1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?

Title work has been completed and no environmental liens were documented.

(2) Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

Title work has been completed and no AULs were documented.

(3) Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

I have no specialized knowledge of this property or nearby properties.

(4) Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

The purchase price is a bargain sale (i.e., partial donation). To the best of my knowledge the bargain sale is being made for charitable and conservation ethos purposes and has nothing to do with any possible contamination on the property.

(5) Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a) Do you know the past uses of the property?

I have not been to the property and do not know the past uses.

(b) Do you know of specific chemicals that are present or once were present at the property?

I have not been to the property and don't know anything about chemicals that are/were present.

(c) Do you know of spills or other chemical releases that have taken place at the property?

Not to my knowledge.

(d) Do you know of any environmental cleanups that have taken place at the property?

Not to my knowledge.

(6) Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?

I have not been on the property, our prior project manager has and he did not share any obvious indicators.

APPENDIX II

EDR Government Records Report

Powder Mill Road

Powder Mill Road
Exeter, NH 03833

Inquiry Number: 7597272.2s
March 19, 2024

EDR Summary Radius Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527 - 21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E2247 - 16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E1528 - 22) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

POWDER MILL ROAD
EXETER, NH 03833

COORDINATES

Latitude (North): 42.9574320 - 42° 57' 26.75"
Longitude (West): 70.9818960 - 70° 58' 54.82"
Universal Transverse Mercator: Zone 19
UTM X (Meters): 338340.5
UTM Y (Meters): 4757778.5
Elevation: 64 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: TP
Source: U.S. Geological Survey

Target Property: W
Source: U.S. Geological Survey

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20181016
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:
POWDER MILL ROAD
EXETER, NH 03833

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	EXETER ABANDONED DUM	POWDER MILL ROAD	SWF/LF, ALLSITES	Lower	747, 0.141, NNE
2	DENSEN CONST RESIDEN	268 HAVERHILL ROD	ALLSITES	Higher	2224, 0.421, SSE
3	MERRILL	275 N HAVERHILL RD	ALLSITES	Lower	2300, 0.436, SE
4	EXETER RIVER LANDING	317 EXETER RIVER LAN	ALLSITES	Lower	2580, 0.489, NE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: A review of the SWF/LF list, as provided by EDR, and dated 10/05/2023 has revealed that there is 1 SWF/LF site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>EXETER ABANDONED DUM</i> Status: NOT OPERATING	<i>POWDER MILL ROAD</i>	<i>NNE 1/8 - 1/4 (0.141 mi.)</i>	<i>1</i>	<i>8</i>

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Hazardous waste / Contaminated Sites

ALLSITES: A review of the ALLSITES list, as provided by EDR, and dated 10/31/2023 has revealed that there are 4 ALLSITES sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DENSEN CONST RESIDEN Facility Id: 201608051 Project Manager: REGISTRATION	268 HAVERHILL ROD	SSE 1/4 - 1/2 (0.421 mi.)	2	8
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>EXETER ABANDONED DUM</i> Facility Id: 199101031	<i>POWDER MILL ROAD</i>	<i>NNE 1/8 - 1/4 (0.141 mi.)</i>	<i>1</i>	<i>8</i>

EXECUTIVE SUMMARY

Project Manager: UNASSIGNED				
MERRILL	275 N HAVERHILL RD	SE 1/4 - 1/2 (0.436 mi.)	3	8
Facility Id: 200411022				
Project Manager: REGISTRATION				
EXETER RIVER LANDING	317 EXETER RIVER LAN	NE 1/4 - 1/2 (0.489 mi.)	4	8
Facility Id: 201410046				
Project Manager: REGISTRATION				

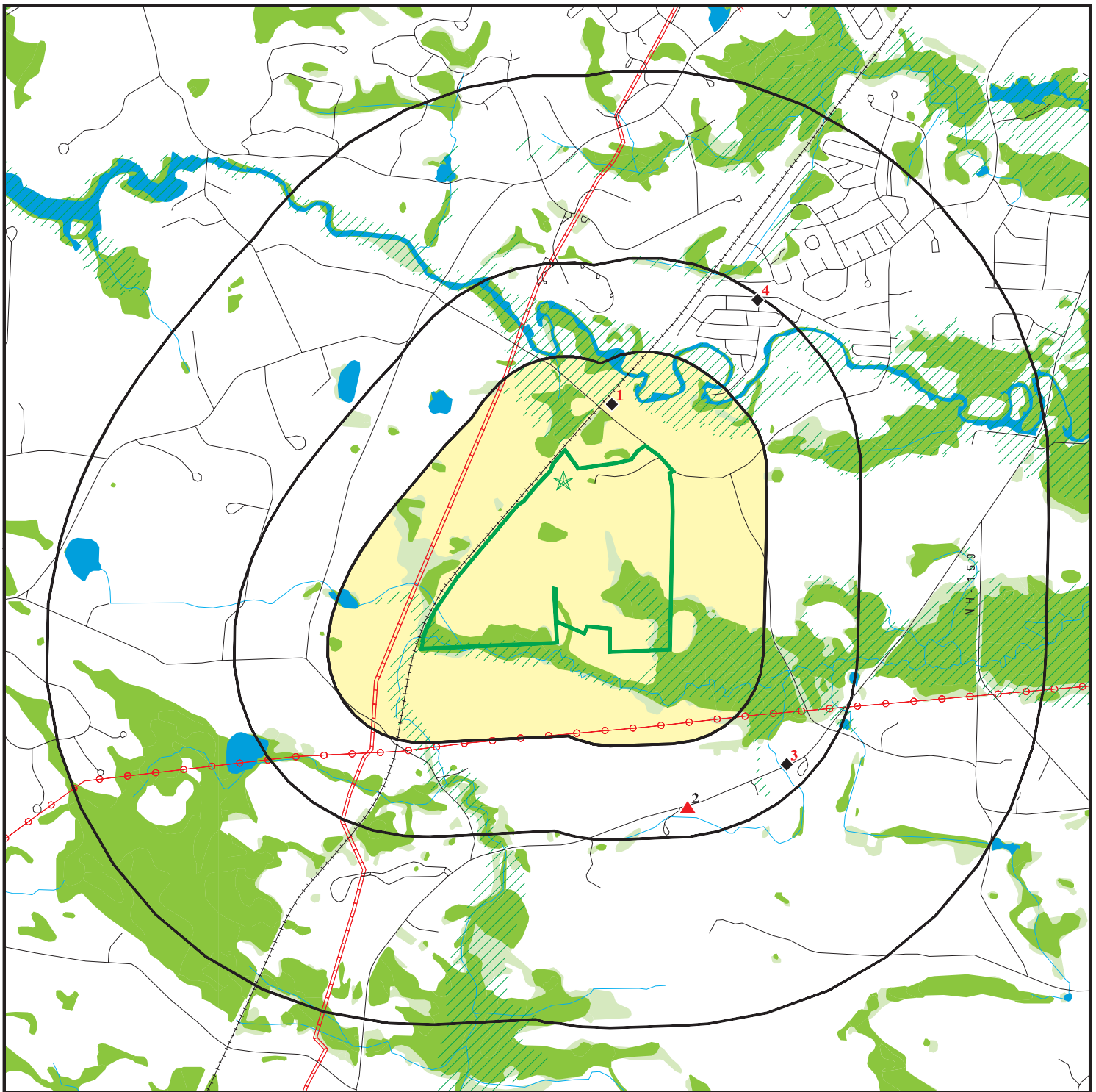
Count: 0 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
------	--------	-----------	--------------	-----	-------------

NO SITES FOUND

OVERVIEW MAP - 7597272.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

Power transmission lines

Pipelines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

State Wetlands

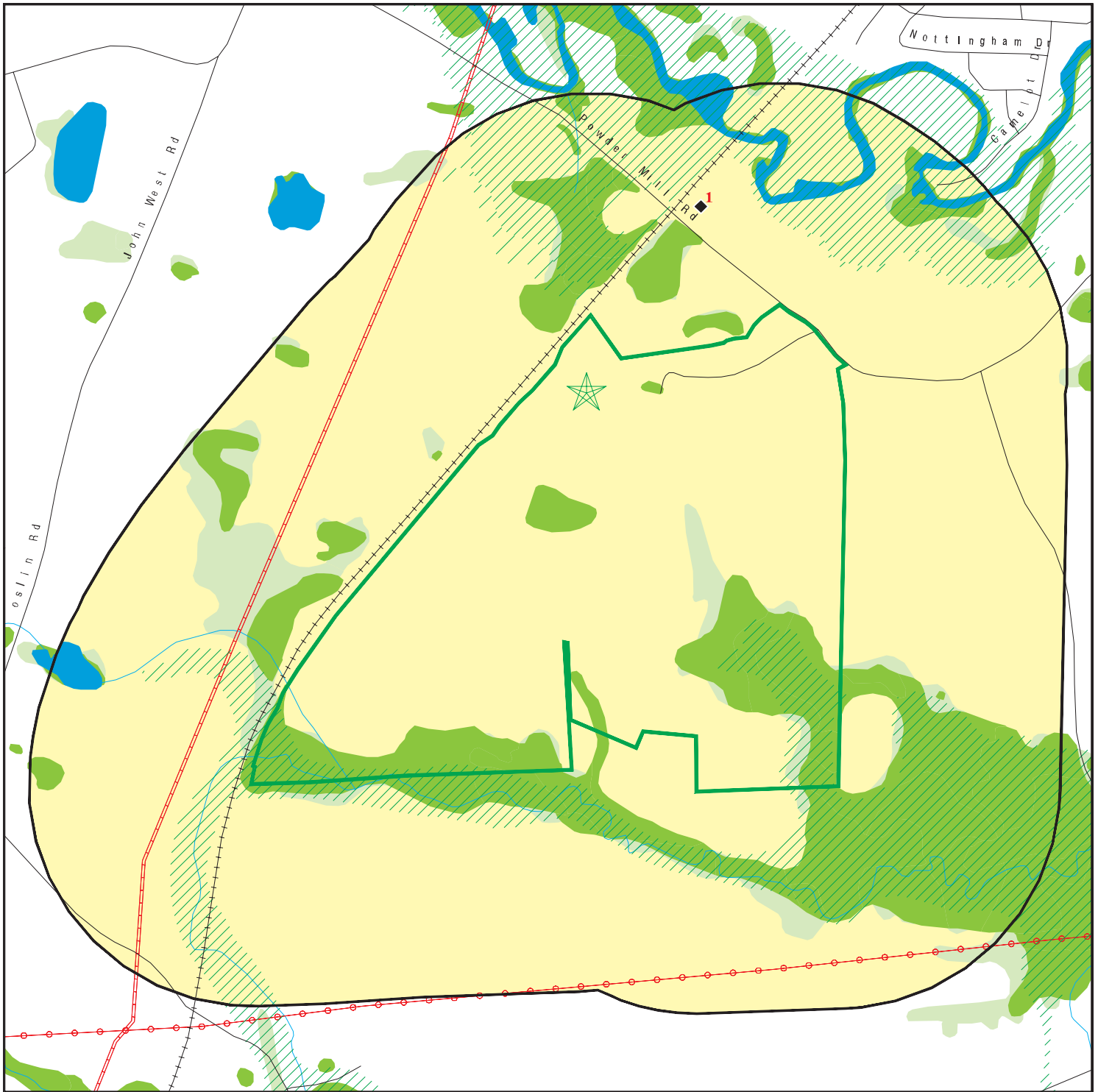


This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Powder Mill Road
 ADDRESS: Powder Mill Road
 Exeter NH 03833
 LAT/LONG: 42.957432 / 70.981896

CLIENT: Exeter Environmental Assoc Inc
 CONTACT: Steven Shope
 INQUIRY #: 7597272.2s
 DATE: March 19, 2024 1:14 pm

DETAIL MAP - 7597272.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites



Indian Reservations BIA

Power transmission lines

Pipelines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

State Wetlands



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Powder Mill Road
 ADDRESS: Powder Mill Road
 Exeter NH 03833
 LAT/LONG: 42.957432 / 70.981896

CLIENT: Exeter Environmental Assoc Inc
 CONTACT: Steven Shope
 INQUIRY #: 7597272.2s
 DATE: March 19, 2024 1:14 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Lists of Federal NPL (Superfund) sites</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<i>Lists of Federal Delisted NPL sites</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<i>Lists of Federal CERCLA sites with NFRAP</i>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA facilities undergoing Corrective Action</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Lists of Federal RCRA TSD facilities</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA generators</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	TP		NR	NR	NR	NR	NR	0
<i>Lists of state- and tribal hazardous waste facilities</i>								
SHWS	1.000		0	0	0	0	NR	0
<i>Lists of state and tribal landfills and solid waste disposal facilities</i>								
SWF/LF	0.500		0	1	0	NR	NR	1
<i>Lists of state and tribal leaking storage tanks</i>								
LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LAST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal registered storage tanks</i>								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
<i>State and tribal institutional control / engineering control registries</i>								
INST CONTROL	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal voluntary cleanup sites</i>								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal brownfield sites</i>								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
<i>Local Brownfield lists</i>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
ALLSITES	0.500		0	1	3	NR	NR	4
CDL	TP		NR	NR	NR	NR	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
<i>Local Land Records</i>								
LIENS	TP		NR	NR	NR	NR	NR	0
LIENS 2	TP		NR	NR	NR	NR	NR	0
<i>Records of Emergency Release Reports</i>								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0
<i>Other Ascertainable Records</i>								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
MINES MRDS	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
PFAS NPL	0.250		0	0	NR	NR	NR	0
PFAS FEDERAL SITES	0.250		0	0	NR	NR	NR	0
PFAS TSCA	0.250		0	0	NR	NR	NR	0
PFAS TRIS	0.250		0	0	NR	NR	NR	0
PFAS RCRA MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS ATSDR	0.250		0	0	NR	NR	NR	0
PFAS WQP	0.250		0	0	NR	NR	NR	0
PFAS NPDES	0.250		0	0	NR	NR	NR	0
PFAS ECHO	0.250		0	0	NR	NR	NR	0
PFAS ECHO FIRE TRAINING	0.250		0	0	NR	NR	NR	0
PFAS PART 139 AIRPORT	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM NRC	0.250		0	0	NR	NR	NR	0
BIOSOLIDS	TP		NR	NR	NR	NR	NR	0
PFAS	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
AQUEOUS FOAM	0.250		0	0	NR	NR	NR	0
AIRS	TP		NR	NR	NR	NR	NR	0
ASBESTOS	TP		NR	NR	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	TP		NR	NR	NR	NR	NR	0
LEAD	TP		NR	NR	NR	NR	NR	0
MANIFEST	0.250		0	0	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
UST FINDER	0.250		0	0	NR	NR	NR	0
UST FINDER RELEASE	0.500		0	0	0	NR	NR	0
<u>EDR HIGH RISK HISTORICAL RECORDS</u>								
<i>EDR Exclusive Records</i>								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
<u>EDR RECOVERED GOVERNMENT ARCHIVES</u>								
<i>Exclusive Recovered Govt. Archives</i>								
RGA HWS	TP		NR	NR	NR	NR	NR	0
RGA LF	TP		NR	NR	NR	NR	NR	0
RGA LUST	TP		NR	NR	NR	NR	NR	0
- Totals --		0	0	2	3	0	0	5

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
1	NNE	1/8-1/4	0.141 mi. 747 ft.	EXETER ABANDONED DUMP SITE POWDER MILL ROAD EXETER, NH Click here for full text details Relative: Lower SWF/LF Status NOT OPERATING ALLSITES Facility Id 199101031 Project Manager UNASSIGNED	SWF/LF ALLSITES	S105771349	N/A
2	SSE	1/4-1/2	0.421 mi. 2224 ft.	DENSEN CONST RESIDENCE (LOT 13/2-2) 268 HAVERHILL ROD KENSINGTON, NH Click here for full text details Relative: Higher ALLSITES Facility Id 201608051 Project Manager REGISTRATION	ALLSITES	S118904709	N/A
3	SE	1/4-1/2	0.436 mi. 2300 ft.	MERRILL 275 N HAVERHILL RD KENSINGTON, NH Click here for full text details Relative: Lower ALLSITES Facility Id 200411022 Project Manager REGISTRATION	ALLSITES	S106697302	N/A
4	NE	1/4-1/2	0.489 mi. 2580 ft.	EXETER RIVER LANDING 317 EXETER RIVER LANDING EXETER, NH Click here for full text details Relative: Lower ALLSITES Facility Id 201410046 Project Manager REGISTRATION	ALLSITES	S117326587	N/A

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
NH	AIRS	Permitted Airs Facility Listing	Department of Environmental Services	11/27/2023	11/29/2023	02/22/2024
NH	ALLSITES	Site Remediation & Groundwater Hazard Inventory Listing of A	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	AQUEOUS FOAM	Aqueous Film Forming Foam Release Investigations Listing	Department of Environmental Services	02/14/2023	07/26/2023	10/12/2023
NH	ASBESTOS	Asbestos Notification Listing	Department of Environmental Services	11/09/2023	11/09/2023	02/06/2024
NH	AST	Registered Aboveground Petroleum Storage Tank Database	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	BROWNFIELDS	Brownfields Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	CDL	Clandestine Drug Lab Listing	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	DRYCLEANERS	Listing of Drycleaners	Department of Environmental Services	12/07/2023	12/07/2023	03/01/2024
NH	Financial Assurance 1	Financial Assurance Information Listing	Department of Environmental Services	10/10/2023	10/11/2023	12/29/2023
NH	Financial Assurance 2	Financial Assurance Information listing	Department of Environmental Services	10/06/2023	10/06/2023	12/29/2023
NH	Inst Control	Activity and Use Restrictions	Department of Environmental Services	12/07/2023	12/07/2023	03/01/2024
NH	LAST	Listing of All Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	LEAD	Lead Inspection Database	Department of Health & Human Services, Childh	10/16/2007	10/18/2007	11/13/2007
NH	LIENS	Environmental Liens Information Listing	Department of Environmental Services	01/17/2024	01/18/2024	02/08/2024
NH	LUST	Listing of All Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	NH MANIFEST	Hazardous Waste Manifest Information Listing	Department of Environmental Services	06/30/2019	07/23/2019	02/03/2020
NH	NH SPILLS	Listing of All Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	NPDES	NPDES Permit Listing	Department of Environmental Services	11/17/2023	11/20/2023	02/15/2024
NH	PFAS	PFAS Contamination Site Location Listing	Department of Environmental Services	06/30/2023	11/08/2023	12/13/2023
NH	RGA HWS	Recovered Government Archive State Hazardous Waste Facilitie	Department of Environmental Services		07/01/2013	01/08/2014
NH	RGA LF	Recovered Government Archive Solid Waste Facilities List	Department of Environmental Services		07/01/2013	01/17/2014
NH	RGA LUST	Recovered Government Archive Leaking Underground Storage Tan	Department of Environmental Services		07/01/2013	01/03/2014
NH	SHWS	Listing of All Sites	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	SPILLS 90	SPILLS90 data from FirstSearch	FirstSearch	12/18/2012	01/03/2013	02/28/2013
NH	SWF/LF	Solid Waste Facility Information	Department of Environmental Services	10/05/2023	10/06/2023	12/29/2023
NH	SWRCY	Recycling Centers	Department of Environmental Services	10/09/2023	10/10/2023	12/29/2023
NH	UST	Underground Storage Tank Registration Data	Department of Environmental Services	10/31/2023	11/02/2023	01/26/2024
NH	VCP	Voluntary Cleanup Program Sites	Department of Environmental Services	06/19/2023	06/20/2023	09/12/2023
US	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	09/30/2017	05/08/2018	07/20/2018
US	ABANDONED MINES	Abandoned Mines	Department of Interior	11/28/2023	11/29/2023	12/11/2023
US	AQUEOUS FOAM NRC	Aqueous Foam Related Incidents Listing	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	BIOSOLIDS	ICIS-NPDES Biosolids Facility Data	Environmental Protection Agency	12/31/2023	01/03/2024	01/16/2024
US	BRS	Biennial Reporting System	EPA/NTIS	12/31/2021	03/09/2023	03/20/2023
US	COAL ASH DOE	Steam-Electric Plant Operation Data	Department of Energy	12/31/2022	11/27/2023	02/22/2024
US	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	Environmental Protection Agency	01/12/2017	03/05/2019	11/11/2019
US	CONSENT	Superfund (CERCLA) Consent Decrees	Department of Justice, Consent Decree Library	12/31/2023	01/11/2024	01/16/2024
US	CORRACTS	Corrective Action Report	EPA	12/04/2023	12/06/2023	12/12/2023
US	DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	EPA, Region 9	01/12/2009	05/07/2009	09/21/2009
US	DOCKET HWC	Hazardous Waste Compliance Docket Listing	Environmental Protection Agency	05/06/2021	05/21/2021	08/11/2021
US	DOD	Department of Defense Sites	USGS	06/07/2021	07/13/2021	03/09/2022
US	DOT OPS	Incident and Accident Data	Department of Transportation, Office of Pipeli	01/02/2020	01/28/2020	04/17/2020
US	Delisted NPL	National Priority List Deletions	EPA	12/26/2023	01/02/2024	01/24/2024
US	ECHO	Enforcement & Compliance History Information	Environmental Protection Agency	12/17/2023	12/28/2023	03/04/2024
US	EDR Hist Auto	EDR Exclusive Historical Auto Stations	EDR, Inc.			
US	EDR Hist Cleaner	EDR Exclusive Historical Cleaners	EDR, Inc.			
US	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR, Inc.			
US	EPA WATCH LIST	EPA WATCH LIST	Environmental Protection Agency	08/30/2013	03/21/2014	06/17/2014

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	ERNS	Emergency Response Notification System	National Response Center, United States Coast	12/12/2023	12/13/2023	02/28/2024
US	FEDERAL FACILITY	Federal Facility Site Information listing	Environmental Protection Agency	12/20/2023	12/20/2023	01/24/2024
US	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	04/02/2018	04/11/2018	11/06/2019
US	FEMA UST	Underground Storage Tank Listing	FEMA	11/16/2023	11/16/2023	02/13/2024
US	FINDS	Facility Index System/Facility Registry System	EPA	11/03/2023	11/08/2023	11/20/2023
US	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA/Office of Prevention, Pesticides and Toxi	04/09/2009	04/16/2009	05/11/2009
US	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
US	FUDS	Formerly Used Defense Sites	U.S. Army Corps of Engineers	09/28/2023	11/10/2023	02/07/2024
US	FUELS PROGRAM	EPA Fuels Program Registered Listing	EPA	11/10/2023	11/10/2023	02/07/2024
US	FUSRAP	Formerly Utilized Sites Remedial Action Program	Department of Energy	03/03/2023	03/03/2023	06/09/2023
US	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HMIRS	Hazardous Materials Information Reporting System	U.S. Department of Transportation	12/12/2023	12/13/2023	02/28/2024
US	ICIS	Integrated Compliance Information System	Environmental Protection Agency	11/18/2016	11/23/2016	02/10/2017
US	IHS OPEN DUMPS	Open Dumps on Indian Land	Department of Health & Human Services, Indian	04/01/2014	08/06/2014	01/29/2015
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA, Region 5	10/04/2023	01/17/2024	03/13/2024
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	10/25/2023	01/17/2024	03/13/2024
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	Environmental Protection Agency	10/25/2023	01/17/2024	03/13/2024
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
US	INDIAN RESERV	Indian Reservations	USGS	12/31/2014	07/14/2015	01/10/2017
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA Region 10	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA Region 4	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	10/17/2023	01/17/2024	03/13/2024
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	10/24/2023	01/17/2024	03/13/2024
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA Region 9	10/24/2023	01/17/2024	03/13/2024
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	07/27/2015	09/29/2015	02/18/2016
US	INDIAN VCP R7	Voluntary Cleanup Priority Listing	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
US	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	12/26/2024	01/02/2024	01/24/2024
US	LEAD SMELTER 2	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010
US	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	11/14/2023	12/22/2023	01/24/2024
US	LUCIS	Land Use Control Information System	Department of the Navy	08/03/2023	08/07/2023	10/10/2023
US	MINES MRDS	Mineral Resources Data System	USGS	08/23/2022	11/22/2022	02/28/2023
US	MINES VIOLATIONS	MSHA Violation Assessment Data	DOL, Mine Safety & Health Admi	01/02/2024	01/03/2024	01/04/2024
US	MLTS	Material Licensing Tracking System	Nuclear Regulatory Commission	01/02/2024	01/16/2024	03/13/2024
US	NPL	National Priority List	EPA	12/26/2023	01/02/2024	01/24/2024
US	NPL LIENS	Federal Superfund Liens	EPA	10/15/1991	02/02/1994	03/30/1994
US	ODI	Open Dump Inventory	Environmental Protection Agency	06/30/1985	08/09/2004	09/17/2004
US	PADS	PCB Activity Database System	EPA	03/20/2023	04/04/2023	06/09/2023
US	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	09/13/2019	11/06/2019	02/10/2020

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	PCS	Permit Compliance System	EPA, Office of Water	12/16/2016	01/06/2017	03/10/2017
US	PCS ENF	Enforcement data	EPA	12/31/2014	02/05/2015	03/06/2015
US	PFAS ATSDR	PFAS Contamination Site Location Listing	Department of Health & Human Services	06/24/2020	03/17/2021	11/08/2022
US	PFAS ECHO	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS ECHO FIRE TRAINING	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS FEDERAL SITES	Federal Sites PFAS Information	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS NPDES	Clean Water Act Discharge Monitoring Information	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS NPL	Superfund Sites with PFAS Detections Information	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS PART 139 AIRPORT	All Certified Part 139 Airports PFAS Information Listing	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PFAS RCRA MANIFEST	PFAS Transfers Identified In the RCRA Database Listing	Environmental Protection Agency	12/28/2023	12/28/2023	01/04/2024
US	PFAS TRIS	List of PFAS Added to the TRI	Environmental Protection Agency	12/28/2023	12/28/2023	01/04/2024
US	PFAS TSCA	PFAS Manufacture and Imports Information	Environmental Protection Agency	12/28/2023	12/28/2023	01/04/2024
US	PFAS WQP	Ambient Environmental Sampling for PFAS	Environmental Protection Agency	12/28/2023	12/28/2023	03/04/2024
US	PRP	Potentially Responsible Parties	EPA	09/19/2023	10/03/2023	10/19/2023
US	Proposed NPL	Proposed National Priority List Sites	EPA	12/26/2023	01/02/2024	01/24/2024
US	RAATS	RCRA Administrative Action Tracking System	EPA	04/17/1995	07/03/1995	08/07/1995
US	RADINFO	Radiation Information Database	Environmental Protection Agency	07/01/2019	07/01/2019	09/23/2019
US	RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RCRA-LQG	RCRA - Large Quantity Generators	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RCRA-VSQG	RCRA - Very Small Quantity Generators (Formerly Conditionall	Environmental Protection Agency	12/04/2023	12/06/2023	12/12/2023
US	RMP	Risk Management Plans	Environmental Protection Agency	09/01/2023	09/27/2023	12/21/2023
US	ROD	Records Of Decision	EPA	12/26/2023	01/02/2024	01/24/2024
US	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	07/30/2021	02/03/2023	02/10/2023
US	SEMS	Superfund Enterprise Management System	EPA	01/29/2024	02/01/2024	02/22/2024
US	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	EPA	01/29/2024	02/01/2024	02/22/2024
US	SSTS	Section 7 Tracking Systems	EPA	10/19/2023	10/20/2023	01/16/2024
US	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2022	11/13/2023	02/07/2024
US	TSCA	Toxic Substances Control Act	EPA	12/31/2020	06/14/2022	03/24/2023
US	UMTRA	Uranium Mill Tailings Sites	Department of Energy	08/30/2019	11/15/2019	01/28/2020
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (EPA	10/12/2016	10/26/2016	02/03/2017
US	US AIRS MINOR	Air Facility System Data	EPA	10/12/2016	10/26/2016	02/03/2017
US	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	08/15/2023	08/30/2023	12/01/2023
US	US CDL	Clandestine Drug Labs	Drug Enforcement Administration	11/17/2023	11/17/2023	02/07/2024
US	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	10/26/2023	11/17/2023	02/13/2024
US	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	12/11/2023	12/13/2023	02/28/2024
US	US HIST CDL	National Clandestine Laboratory Register	Drug Enforcement Administration	11/17/2023	11/17/2023	02/07/2024
US	US INST CONTROLS	Institutional Controls Sites List	Environmental Protection Agency	10/26/2023	11/17/2023	02/13/2024
US	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health A	11/01/2023	11/17/2023	02/13/2024
US	US MINES 2	Ferrous and Nonferrous Metal Mines Database Listing	USGS	01/07/2022	02/24/2023	05/17/2023
US	US MINES 3	Active Mines & Mineral Plants Database Listing	USGS	04/14/2011	06/08/2011	09/13/2011
US	UST FINDER	UST Finder Database	Environmental Protection Agency	06/08/2023	10/04/2023	01/18/2024
US	UST FINDER RELEASE	UST Finder Releases Database	Environmental Protecton Agency	06/08/2023	10/31/2023	01/18/2024
US	UXO	Unexploded Ordnance Sites	Department of Defense	09/06/2023	09/13/2023	12/11/2023

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
CT	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protecti	11/06/2023	11/07/2023	01/31/2024
NJ	NJ MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2018	04/10/2019	05/16/2019
NY	NY MANIFEST	Facility and Manifest Data	Department of Environmental Conservation	12/31/2019	11/30/2023	12/01/2023
PA	PA MANIFEST	Manifest Information	Department of Environmental Protection	06/30/2018	07/19/2019	09/10/2019
RI	RI MANIFEST	Manifest information	Department of Environmental Management	12/31/2020	11/30/2021	02/18/2022
VT	VT MANIFEST	Hazardous Waste Manifest Data	Department of Environmental Conservation	10/28/2019	10/29/2019	01/09/2020
WI	WI MANIFEST	Manifest Information	Department of Natural Resources	05/31/2018	06/19/2019	09/03/2019
US	AHA Hospitals	Sensitive Receptor: AHA Hospitals	American Hospital Association, Inc.			
US	Medical Centers	Sensitive Receptor: Medical Centers	Centers for Medicare & Medicaid Services			
US	Nursing Homes	Sensitive Receptor: Nursing Homes	National Institutes of Health			
US	Public Schools	Sensitive Receptor: Public Schools	National Center for Education Statistics			
US	Private Schools	Sensitive Receptor: Private Schools	National Center for Education Statistics			
NH	Daycare Centers	Sensitive Receptor: Child Care Facility List	Department of Health & Human Services			
US	Flood Zones	100-year and 500-year flood zones	Emergency Management Agency (FEMA)			
US	NWI	National Wetlands Inventory	U.S. Fish and Wildlife Service			
NH	State Wetlands	Wetland Inventory	US Fish & Wildlife Service			
US	Topographic Map		U.S. Geological Survey			
US	Oil/Gas Pipelines		Endeavor Business Media			
US	Electric Power Transmission Line Data		Endeavor Business Media			

STREET AND ADDRESS INFORMATION

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APPENDIX III

Qualifications of Environmental Professional

STEVEN B. SHOPE, PG, LSP
President
Hydrogeologist

Steven Shope is the president of Exeter Environmental Associates, LLC. He is a Certified Geologist in Maine, a Licensed Professional Geologist in New Hampshire, a Licensed Driller in New Hampshire, and a Massachusetts Licensed Site Professional (LSP). His areas of expertise include: hydrogeology, assessment and remediation of petroleum spills, solid and hazardous waste management, environmental impact evaluation, geological resource evaluation, and water resource evaluation. He has participated in a wide variety of oil spill remediations, environmental site assessments, hydrogeological investigations for landfill groundwater contamination projects, wellfield contamination studies, remedial investigations, and water resource evaluations.

Prior to joining Exeter Environmental Associates, Mr. Shope was the office manager and hydrogeologist for Shevenell Gallen and Associates, Inc. His responsibilities included oversight of the office resources, project review, and management of projects throughout New England. Prior to joining Shevenell Gallen, Mr. Shope was employed by Normandeau Engineers, Inc., as hydrogeologist. In this capacity, he was responsible for conducting site assessments, hydrogeologic investigations, and soil vapor studies. Prior to joining Normandeau, Mr. Shope worked as a geologist for Wehran Engineers, where he was responsible for field investigations conducted at both the Dover and Somersworth Landfill Superfund sites.

Education

University of New Hampshire: M.S. Hydrology, 1986

University of Vermont: B.S. Geology, 1984

Experience

1990 - present	President, Exeter Environmental Associates
1989 - 1990	Office Manager & Hydrogeologist, Shevenell Gallen & Assoc.
1986 - 1989	Hydrogeologist, Normandeau Engineers
1985 (summer)	Geologist, Wehran Engineers & Scientists
1984 - 1986	Teaching Assistant, University of New Hampshire

Professional Certifications, Licenses, and Associations

1991 - present: Certified Maine Geologist: # 279

1994 - present: Licensed Site Professional: LSP #6543

1998 -2022: Certified Underground Storage Tank Decommissioning

2000 -2013: Certified Fire Fighter I/Career; First Responder

2001 - present: Licensed Professional Geologist, NH: #27

2004 -2021: Licensed Driller in New Hampshire: #1807

Selected Publications

Exeter Environmental Associates, Inc., 1991. Short Term Measure Work Plan, Shaw's Plaza Site, DEP Case #4-0414, Sharon, Massachusetts. Prepared for Sharon Associates, Philadelphia, PA. June 19, 1991.

Exeter Environmental Associates, Inc., 1992. Hydrogeologic Investigation Report, Asphalt Testing Project, US Route 3, Laconia, New Hampshire. Prepared for CMA Engineers, Inc., Portsmouth, NH. November 30, 1992.

Shope, Steven B., 1986. Regional Groundwater Flow and Contaminant Transport in the Vicinity of the Tolend Road Landfill, Dover, NH. Unpublished Masters Thesis, University of New Hampshire, Durham.

Shope, Steven B., 1987. Interpretation of EM Data Through Geoelectric Modeling with Application to a Landfill in Southeastern New Hampshire. *Proceedings of the Fourth Annual Eastern Regional Ground Water Conference*. Burlington, VT.

Shope, Steven B., R. Weimar, and P. Williams, 1989. Preserving Water Quality Without Sewers: A Case Study of On-Site Wastewater Disposal Hydrogeology. *Journal of the New England Water Pollution Control Association*, May, Volume 23, No.1.

Shope, Steven B. 1990. Potential Impacts of Below Water Table Sand and Gravel Mining on Water Quantity. *Proceedings of the Sixth Annual Eastern Regional Ground Water Conference*, Springfield, MA.

Special Training and Seminars

Seminar on Personnel Protection and Safety Training. 40-hour certification course in Hazardous Waste Site Activities in compliance with OSHA Standard 29 CFR 1910 and SARA sections 126 (d). Taught by Clean Harbors, Inc., and HMM Associates, Braintree, Massachusetts, October 19-23, 1987.

Risk Assessment for the Ground Water Scientist. Taught by Dr. Ronald M. Block in association with the National Water Well Association. Newark, New Jersey, March 21-23, 1989.

Seminar on the New Chapter 21E Regulations. Taught by the Massachusetts Department of Environmental Protection. Dedham, Massachusetts. July 29, 1993.

Seminar on Risk Characterization and Remedial Action Outcomes, Parts I and J of the 1993 MCP. Taught by the Massachusetts Department of Environmental Protection. Lowell, Massachusetts. October 12, 1994.

Seminar on Site Characterization and Remediation of Dense Non-Aqueous Phase Liquids. Taught by Bernard Kueper. Marlborough, Massachusetts. June 17, 2002.

Seminar on Principles and Field Techniques for Characterizing Contaminant Migration in Fractured Rock. Taught by Pete Haeni and Allen Shapiro. Marlborough, Massachusetts. October 16, 2002.

Seminar on Environmental Chemistry and Forensic Geochemistry. Taught by Michael Wade. Marlborough, Massachusetts. February 11, 2003.

Continuing Educational Units (CEUs). 48 hours every 3 years for LSP License.

Continuing Educational Units (CEUs). 24 hours every 2 years for NH PG License.



Join the Conservation Commission for a

WINTER SOLSTICE CELEBRATION

DEC. 21 4:30-6:30 PM

*Conservation Center at Raynes Barn
61 Newfields Rd. Exeter, NH*

Exeter Conservation Commission
September 10, 2024
Novak Room
10 Front Street
7:00 PM
Draft Minutes

Call to Order

1. Introduction of Members Present (by Roll Call)

Present at tonight’s meeting were by roll call, Vice-Chair Conor Madison, Trevor Mattera, Kyle Welch, Nick Champion, Keith Whitehouse, Alternate Valorie Fanger, Alternate Michele Crepeau (remotely), and Alternate Bill Campbell (remotely).

Staff Present: Kristen Murphy, Conservation and Sustainability Planner

Vice-Chair Champion called the meeting to order at 7:01 PM, activated alternate Bill Campbell, and introduced the members.

2. Public Comment

Action Items

3. Consideration of alternate/voting member change

Ms. Murphy indicated that Kyle Welch expressed an interest in stepping aside to an alternate member position and Valorie Fanger was interested in serving as a voting member. She noted if the Commission recommended, she would send a memo to the Select Board to take action at their next meeting.

MOTION: Vice-Chair Madison motioned to endorse the alternate/voting member change moving Valorie Fanger from alternate to voting member and Kyle Welch from voting member to alternate member. Mr. Mattera seconded the motion. A roll call vote was taken: Mr. Welch voted aye, Ms. Fanger voted aye, Mr. Whitehouse voted aye, Mr. Mattera voted aye, Mr. Madison voted aye, Mr. Champion voted aye and Mr. Campbell voted aye. The motion passed 7-0-0.

4. Committee Reports

a. Property Management

i. Raynes Farm Updates (LCHIP Grant, LGT Restoration)

43 Ms. Murphy reported that LGT Restoration is moving ahead quickly on the west and
44 north side of the barn so there are now two contractors working. Steve Bedard
45 anticipates requesting an extension and is close to finishing up the south side.

46
47 Ms. Murphy reported the silo will have a protective coating applied and additional
48 flooring work in the barn will be completed.

49

50 b. Outreach Events

51

52 i. Proposed Hike Challenge – Kyle Welch

53

54 Mr. Welch proposed starting a “Hike Exeter” challenge envisioning six hikes on mostly
55 Conservation properties. If all six properties are hiked the hiker could become a member of the
56 Hike Exeter club. The challenge would be open to everyone, not just Exeter residents. A form
57 would be submitted to Ms. Murphy documenting the time hiked, and descriptions of wildlife
58 observed. Dogs are eligible. Mr. Welch will start a Hike Exeter Facebook page to share pictures
59 and ask questions. The properties are between 2-4 miles and can be walked, biked, skied or
60 snowshoed: 1. Henderson Swasey (starts at 3CI by the Rinks), 2. Watson Road, 3. Joly Rand, 4.
61 Cubie Road by the High School, 5. Gilman Park along the river, and PEA woods.

62

63 Mr. Welch requested up to \$300 to print new stickers.

64

65 MOTION: Mr. Welch motioned to spend up to \$300 to have stickers printed. Mr. Madison
66 seconded the motion. A roll call vote was taken: Mr. Welch voted aye, Ms. Fanger voted aye,
67 Mr. Whitehouse voted aye, Mr. Mattera voted aye, Mr. Madison voted aye, Mr. Champion voted
68 aye and Mr. Campbell voted aye. The motion passed 7-0-0.

69

70 c. Other Committee Reports (River Study, Sustainability, Energy/CPAC, Tree, CC Roundtable)

71

72 i. Demonstration of Tree Inventory Program and Soliciting Volunteers

73

74 Ms. Murphy demonstrated the Town’s Tree Inventory Program and asked for volunteers to
75 conduct web/app based inventories of street trees in the public rights of way. Public Works has
76 a dashboard they can schedule maintenance from. The last inventory was done in 2017. The
77 Committee worked with Rockingham Planning Commission’s ARC/GIS online. Volunteers would
78 identify trees and their condition and submit photos. The webpage has a training guide. Ms.
79 Murphy will do group training. Interested volunteers can contact Ms. Murphy at
80 kmurphy@exeternh.gov

81

82 Mr. Welch asked if trees should be all on public rights of way and Ms. Murphy recommended if
83 it is close, to collect it. Ultimately Public Works will determine who is responsible for
84 maintenance based on where the tree is rooted.

85

86 Mr. Mattera asked how the information would get updated. Ms. Murphy noted that she and
87 Public Works have the only access to the edited version but it would updated. She envisioned
88 groups adopting an area in the future and noted it would be great to have a tree steward.

85 Ms. Murphy noted that Dakota Bailey of RPC had prepared the inventory GIS and has left but
86 fortunately the Town has a new GIS person, Heather Shea, at Public Works.

87 Ms. Murphy reported that the Energy Committee is having an electric vehicle demonstration
88 day in September at Town Hall. The event is on their webpage and the town calendar. She
89 welcomed visitors to bring their electric vehicles to show them off and answer questions. The
90 Tesla Truck will be there.

91 Ms. Murphy reported there will be a button-up workshop in November at the public library to
92 show how to improve energy efficiency in your home.

93 Ms. Murphy reported the Window Dressers will be having a sign up to build on MLK weekend at
94 Town Hall.

95 Ms. Murphy reported the Sustainability Advisory Committee will be having an electric recycling
96 event and there will be a Styrofoam collection event. The Town is hoping to purchase a unit
97 which creates a collection container in Town and a marketable commodity while saving on
98 hauling fees. The initial cost is \$80,000 with a \$50,000 grant available the cost would be
99 \$30,000 and this would appear on the ballot. There would not be additional staff required. The
100 other item on the ballot would be the Electric Vehicle Charging Station.

101 Ms. Murphy reported a planting event on Water Street in a couple of weeks and that some of
102 the Liberty Elms will be moved to in front of Access Sports.

103 ii. Seacoast Green Challenge

104 Ms. Murphy announced a friendly competition with neighboring towns to see which community
105 has the most residents using the higher renewable content in their Community Power
106 subscription. She encouraged residents to opt up to a higher percentage. The challenge runs
107 until January.

108

109 5. Approval of Minutes August 13, 2024 Meeting

110

111 MOTION: Vice-Chair Champion motioned to approve the August 13, 2024 meeting minutes. Mr. Mattera
112 seconded the motion. A roll vote was taken, Mr. Welch voted aye, Ms. Fanger voted aye, Mr.
113 Whitehouse voted aye, Mr. Mattera voted aye, Mr. Madison voted aye, Mr. Champion voted aye, and Mr.
114 Campbell voted aye. The motion passed 7-0-0.

115

116 6. Correspondence

117

118 a. Ms. Murphy reported that the Volvo Kia application scheduled for the last meeting had
119 been withdrawn. An extension request was granted. Ms. Murphy will connect with the
120 wetland scientist. Ms. Crepeau asked if there would be a site walk. Ms. Murphy
121 indicated there would be.

122

123

124 **Other Business**

125

126 Mr. Madison reported that he attended the Planning Board meeting regarding the application of Foss
127 Motors. The application was approved by the Planning Board, with the building removed, for the
128 parking lot only.

129

130 Next Meeting; Date Scheduled 10/8/24, Submission Deadline 9/27/24

131

132 7. **Adjournment**

133

134 Vice-Chair Campion adjourned the meeting at 7:52 PM.

135

136 Respectfully submitted,

137 Daniel Hoijer, Recording Secretary

138 With edits by Kristen Murphy

139 Via Exeter TV

140 Webinar ID 873 2048 0944

Draft Minutes

**Exeter Conservation Commission
Site Walk, Rider Conservation Project
Oct 8, 2024
5:00 pm**

Members in Attendance: Dave Short, Keith Whitehouse, Michele Crepeau

Also Present: Applicant representatives and Kristen Murphy

On Tuesday October 8th, the Conservation Commission conducted a site walk, meeting at 146 Portsmouth Ave in Exeter. The committee walked the proposed property in preparation for review of the State wetland application later that evening at their monthly meeting.

The walk concluded at 5:40 pm.

Kristen Murphy
Conservation and Sustainability Planner

Draft Minutes

**Exeter Conservation Commission
Site Walk, Riverwoods Project
November 12, 2024
8:00 am**

Members in Attendance: Dave Short, Keith Whitehouse, Conor Madison, Drew Koff, Michele Crepeau,

Also Present: Applicant representatives and Kristen Murphy

On Tuesday October 8th, the Conservation Commission conducted a site walk, meeting at 5 White Oak Drive in Exeter. The committee walked the proposed property in preparation for review of the Wetland Conditional Use Permit and State wetland application later that evening at their monthly meeting.

The walk concluded at 8:41 am.

Kristen Murphy
Conservation and Sustainability Planner

Exeter Conservation Commission
November 12, 2024
Town Hall
10 Front Street
7:00 PM
Draft Minutes

Call to Order

1. Introduction of Members Present (by Roll Call)

Present at tonight’s meeting were by roll call, Chair Dave Short, Andrew Koff, Keith Whitehouse, Nick Champion, Conor Madison, Sean Torres, Valorie Fanger, Alternate Kyle Welch, Alternate Michele Crepeau, Alternate Bill Campbell.

Staff Present: Kristen Murphy, Conservation and Sustainability Planner

Chair Short called the meeting to order at 7:00 PM and introduced the members. Alternate Michele Crepeau was activated.

2. Public Comment

Action Items

1. Wetland Conditional Use Permit and Wetland Dredge and Fill Applications for a new 51,874 +/- SF supportive living health care center building at 5 White Oak Drive, Tax Map 97, Lot 23 (Erik Saari, Altus)

Chair Short read the Public Hearing Notice. Mr. Campbell recused himself.

Erik Saari of Altus Engineering presented the application for Riverwoods. He showed the location of the proposed health care center and the disturbed wetlands, gas line, and vacant house used for storage. He indicated the three buildings would be combined to one with parking underground and surface. He noted 66% of the property was in conservation. He showed the 100’ buffer and noted the application to encroach on the buffer was denied by the Zoning Board of Adjustment. He noted there will be retaining walls and steep slopes as needed. He discussed stormwater and underground treatment and two bioretention ponds, and porous pavement in front of the building which will capture roof runoff. He discussed sedimentation and erosion control, perimeter controls and lighting which he noted was dark sky compliant LEDs.

Mr. Saari reviewed the site walk meeting in the morning and buffer impact reductions. He noted 86,000 in buffer impact and 19,000 in wetland.

43 Brendan Quigley of Gove Environmental noted that he performed the delineation and provided a
44 functions and values letter, which he summarized. He pointed out the chain of small, segmented,
45 forested wetland which drains to Scammon Brook. He noted more substantial wetlands to the north.
46 He noted wildlife was not well connected. He noted some loss of water quality function mitigated by
47 stormwater management and insignificant impact.

48
49 Landscape architect Robbie Woodburn presented the landscape plan which showed the building
50 buffered by shade trees, most of which were native. She noted they could not put trees along the gas
51 easement. She showed evergreens screening the neighbors from the building and prominent edge of
52 the building. She noted raised beds, and a shed were relocated.

53
54 Mr. Saari noted there will be a mitigation donation of \$152,000 to the ARM fund and 3.5 acres to SELT in
55 conservation if they accept it. He noted the driveway to the house will be removed and seeded. Mr.
56 Koff noted the parcel is full of invasives and they will likely take over the seeded area eventually.

57
58 Mr. Torres asked about existing porous pavement and Mr. Saari indicated no, but there is a small rain
59 garden in front of Gooch Park.

60
61 Mr. Koff expressed concerns with the forced impact of wetlands and buffers because the buffer could
62 not be encroached and the parking lot in the wetland shown on the bottom of the plan. He asked if
63 parking could be minimized or located somewhere else. Mr. Saari noted the 100' buffer drove a lot of
64 this. Attorney Somers discussed the denial for the variance.

65
66 Mr. Madison asked if the state accepted mitigation and Mr. Quigley indicated they filed the pre
67 application. He noted the state is moving to the in-lieu payment program. Ms. Murphy advised the
68 Commission to condition the recommendation.

69
70 Ms. Murphy recommended a condition of approval for the local and dredge and fill permit
71 recommendations. That a deed restriction or conservation easement for the 3.5 acre portion of the
72 parcel (Map 97, Lot 23) be conveyed prior to the issuance of a certificate of occupancy with a condition
73 similar to the town held easement on the property.

74
75 MOTION: Chair Short motioned to send a memo to the state that the Commission has no objection to
76 the dredge and fill permit proposed with the condition read by Ms. Murphy. Mr. Koff seconded the
77 motion. A vote was taken, Mr. Torres abstained, the motion passed 6-0-1.

78
79 MOTION: Chair Short motioned to send a memo to the planning board that the Commission has
80 reviewed the application and has no objection as proposed with the condition read by Ms. Murphy. Mr.
81 Madison seconded the motion. A vote was taken, all were in favor, the motion passed 7-0-0.

82
83 Mr. Campbell returned to the meeting table at 8:04 PM.

84

85 2. Expenditure Requests:

86 a. ESRLAC Volunteer Annual Dues - \$200

87 MOTION: Chair Short motioned to approve the expenditure request for ESRLAC dues in the
88 amount of \$200. Mr. Koff seconded the motion. A vote was taken, all were in favor, the motion
89 passed 7-0-0.

90 3. Committee Reports

91

92 a. Property Management

93

94

95 i. Ms. Murphy reported an email from a resident with concerns of people passing through
96 the town easement to the woods with a chainsaw for trail building. She determined the
97 work was being done on private property but they cannot connect to the town's trail
98 system without approval of the commission. Mr. Short indicated he was assured it will
99 not be utilized further.

100

101 ii. Raynes Farm Updates

102

103 Mr. Whitehouse described renovations to the basement of the barn where there was
104 cement debris and a granite column. He recommended more lighting on both ends of
105 the basement. Mr. Whitehouse described the hole in the cement floor on the first level
106 which could be used for stairs. Ms. Murphy advised that with the annual barn report
107 there is a stewardship agreement for the grant and repairs are one thing and demo
108 must be approved by the Board of Directors so as to not jeopardize the final
109 expenditure. She noted the historic structure report documents it and identifies it is
110 deteriorated and should be removed. She is waiting to hear from Paula on the process.
111 The Commission recommended getting the design and materials together. Ms. Murphy
112 indicated there was \$300 left and recommended not taking up much of Steve's time
113 since he is on his second extension. She noted the paperwork was filed with L-Chip for
114 the second extension which requires Board of Director's approval.

115

116 b. Outreach Events

117

118 i. Hike Exeter Challenge – Kyle Welch

119

120 Mr. Welch reported he is working on the final descriptions.

121

122 ii. Sunrise Event at Raynes 11/23 Sunrise Keith/Nick

123

124 Mr. Whitehouse noted that depending on rain, there will be an event at sunrise. Mr. Campion
125 noted another event could be held on Winter Solstice in December.

126

127 c. Other Committee Reports (River Study, Sustainability, Energy/CPAC, Tree, CC Roundtable)

128 i. NHACC Annual Meeting
129 Ms. Crepeau noted the classes were good and it was a good change to network with other towns.
130 She looked into the land use change tax other towns use to fund conservation, some as much as
131 100%.

132 ii. NHSaves ButtonUp Workshop Exeter Library Nov. 19th 6-7:30 PM
133 Ms. Murphy noted the ButtonUp workshop presentation at the library shows residents how to
134 weatherize their homes.

135 iii. Window Dressers
136 Ms. Murphy noted that ordering deadline is the end of November and they will be looking for
137 volunteers to build in January.

138
139 4. Approval of Minutes September 10, 2024 Meeting – ***Tabled***
140

141 Approval of Minutes: October 8, 2024
142

143 MOTION: Chair Short motioned to approve the October 8, 2024 minutes. Mr. Koff seconded the
144 motion. A vote was taken, all were in favor, the motion passed 5-0-1 with one abstention.
145

146 5. Correspondence
147

148 Ms. Murphy reported Mr. O’hearn can’t do the mowing and will forward some names.
149

150 **Other Business**
151

152 Next Meeting: 12/10/24, Submission Deadline 12/2/24
153

154 6. **Adjournment**
155

156 Chair Short adjourned the meeting at 8:47 PM.
157

158 Respectfully submitted,
159 Daniel Hoijer, Recording Secretary
160 Via Exeter TV
161 Webinar ID 878 3898 8356



Kristen Murphy <kmurphy@exeternh.gov>

Notification to Commission

1 message

grisetandsons@comcast.net <grisetandsons@comcast.net>
To: kmurphy@exeternh.gov
Cc: drewkoff@gmail.com

Wed, Nov 27, 2024 at 7:04 PM

Kristen, Drew,

Thought I should inform you and the Commission of some recent observations.

1. On November 15th prior to the recent rains, I viewed the Scamen Brook from my property to the Little River, then down to Linden Street. Due to the recent drought conditions the Scamen Brook at my farm road was essentially dry except in depressions where the ground water table was exposed. On the adjacent conservation land, there was standing water in the prime wetland area which extended down past the railroad bridge. There was approximately two feet or more of water under the bridge, and no flow. On the Conservation land between Court St. and Linder Street there remain the three beaver dams previously identified to the Commission. Each showed active beaver activity and have been raised. There was no apparent flow over these dams. (Also, I did confirm minimal flow at the Great Bridge/Dam site) At the downstream end of that property, at just above Court Street, there was standing water approximately two feet. I did not go below Court Street to investigate if the beavers had rebuilt that dam (previously reported). The first dam located another 100 feet below the old practice field where you have the bench has raised the impounded surface water level an additional two plus feet. The second dam located where the old field house was raised the impounded water another two plus feet. The third at the southwest corner of the lower parking lot now extends completely across the wetland area and again raised the upstream impounded water level another two feet. This impounded water level extends up and past the Linden Street Bridge. All wetlands in these areas are now inundated. I saw no evidence of anyone taking corrective action.
2. During this walk I confirmed that the railroad ties I previously reported being dumped into are the Little River channel and wetlands remain.
3. As part of my walk, I toured the adjacent conservation land. Of note, a few of the "No Hunting" signs are missing and the one on the stake along the common boundary with the Brickyard Business condominiums was removed and thrown into the brush. I retrieved and repositioned it.
4. In addition, I found that when CSX railroad was doing work along their right-of-way, they had come through and cut down trees along both sides within their right-of-way. Of concern to both me and I am sure the Commission is the fact that in many cases these full trees and slash were placed extending over the common property line. A good number are directly adjacent to wetlands, prime wetlands and again extending into these wetland areas. In other cases, the slash was placed over the previously reported railroad ties pushed over the railroad bank adjacent to and into wetlands. The Commission may want to document these transgressions, contact CSX and file a report with NHDES. Coley J Campbell is the Senior Manager for Environmental and Property. His contact info is: Caley_J_Campbell@CSX.com.
5. While the prior owner, Pan Am, claimed (in court during my successful suit against them and NHDES) that the State and Local governments have no jurisdiction over the railroad, a National Transportation Board ruling clearly states that to be false. That local government entities could enforce local zoning laws and regulations so long as they did not interfere with "the operation" of the rail service, which was Federal jurisdiction.

Please advise me of what actions the Town will take to solve these issues.

Have a Happy Thanksgiving.

Brian

Save the Date and your Styrofoam!



STYROFOAM RECYCLING EVENT



**SATURDAY, JAN 4
9AM TO 11AM**



For more info:
kmurphy@exeternh.gov




*Brought to you by: The Town of Exeter Sustainability
Advisory Committee in partnership with
the Town of Gilford*



Volunteers Needed!

Exeter Community Build

 Jan. 18th - Jan. 23rd 2025

 Exeter Town Hall
9 Front Street, Exeter NH 03833



INSULATING WINDOW INSERTS

Looking for an opportunity to give back to your community?

Spend a few hours helping your neighbors stay warm this winter by assembling insulating window inserts.

Sign up to volunteer!

- No experience required
- Choose the spots that fit your schedule
- Visit: <https://signup.com/go/MfjJMAE>



 Scan
to sign up!



Warming Homes - Helping the Environment - Building Community