

Atkinson West Sawmill Town Forest Expansion: The Deborah Lang Parcel

New Hampshire Aquatic Mitigation Resource Fund Program

Management/Stewardship Plan

September 22, 2023



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For:

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I. Geographic Information

Site Name: Town of Atkinson West Sawmill Town Forest Expansion

Town of Atkinson Property Name: The Deborah Lang Parcel

Tax Map 18, Lot 40

Township/County: Town of Atkinson, Rockingham County

Total Site Size: 15.4 acres

Type of Ownership: Fee

Date Acquired: August 23, 2023

Acquisition Record: Rockingham County Registry of Deeds, Book 6502, Page 1777

II. Introduction

A. Purpose of Management plan

The Town of Atkinson West Sawmill Town Forest Expansion project, the name used during the grant funding process, is more commonly known by the local name “The Deborah Lang parcel,” or simply “The Lang parcel,” and this name will be used throughout this document since this is how the land will be referred to in the coming years.

The property was conserved in part with a grant from the Aquatic Resource Mitigation (ARM) Fund, which is administered through the New Hampshire Department of Environmental Services (DES). The grant program seeks to offset unavoidable impacts to the state’s streams and wetlands by authorizing in-lieu payments to the ARM Fund when a project will cause aquatic losses or functional degradation. Accumulated funds are then re-distributed through a competitive process in which those with eligible “preservation, restoration, and enhancement” projects can apply for funding.

The Lang parcel was also conserved in part through a grant from the Land and Community Heritage Investment Program (LCHIP), an independent state authority charged by statute (RSA 227-M) with conserving and preserving New Hampshire’s most important natural, cultural, and historic resources, and with ensuring the perpetual contribution of these resources to the economy, environment, and quality of life in New Hampshire.

The Lang parcel is further protected by a deeded Conservation Easement held by the Southeast Land Trust of New Hampshire (SELT), which is recorded in the Rockingham County Registry of Deeds, Book 6502, Page 1143, and Attached as **Appendix A**. A boundary survey of the property is recorded at the registry as Plan# D-43295.

The purpose of this management/stewardship plan, hereafter referred to as the “management plan,” is to provide guidance to the Town of Atkinson volunteers and staff on stewardship actions to best manage the conservation features of the property consistent with the conservation easement terms and funding program requirements. The Management Plan identifies management goals and objectives for the property and short and long-term actions to implement proper stewardship of the environmental features previously documented on the property.

This Management Plan takes into consideration the Purposes of the SELT Conservation Easement (Section 1) on the property which are stated as:

- A. The conservation and protection of open spaces, particularly the conservation of the productive forest land of which the Property consists and of the wildlife habitat thereon including wetland, vernal pool, upland, and aquatic habitat; and
- B. The enlargement and enhancement of nearby conservation land that includes, but is not limited to, the following conservation properties: the abutting Town of Atkinson owned 94.3-acre Sawmill Swamp Town Forest and the abutting approximately 155-acre Sawmill Ridge, Page Farm, and Winslow Drive Cluster

- Open Space properties; and
- C. The protection of the quality of ground water, aquatic habitat, and surface water resources on and under the Property which are all within the watershed of Hog Hill Brook, Spickett River and the Merrimack River; and the protection of the ecological integrity of the Property's approximately two and sixty-two hundredths (2.62) acres of wetlands and vernal pools and the nearby West Sawmill Swamp Prime Wetland system; and
 - D. The protection of the natural wildlife habitats on the Property including the wetland, vernal pool, and upland habitats thereon including approximately fourteen and six tenths (14.6) acres of "Supporting Landscape" as determined by the NH Fish & Game Department's 2020 Wildlife Action Plan and the protection of a three and eight-tenths (3.8) acre portion of a regionally significant "Wildlife Connectivity Corridor" as identified in the 2019 report "Connect the Coast"; and
 - 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.

This Management Plan is also consistent with the Stewardship Goals of the SELT Conservation Easement (Section 2.C.ii), which are stated as:

- maintenance or enhancement of natural habitat values found on the Property;
- protection of fragile or highly erodible soils and maintenance of soil productivity;
- protection of water quality, aquatic habitat, and the ecological integrity of wetlands, vernal pools, and riparian zones;
- conservation of scenic quality and recreational access and trails;
- protection of significant or fragile natural areas, exemplary natural communities, and rare, threatened and endangered species, including their habitats;
- protection of unique historic and cultural features;
- conservation of native plant and animal species; and
- public access for passive, noncommercial outdoor recreational and noncommercial outdoor educational activities

As such, this Management Plan satisfies the Stewardship Plan requirements as noted in the SELT Conservation Easement Deed (Section 2.C.vi.b).

B. Long-Term Steward and Responsibilities

The Town of Atkinson Conservation Commission is responsible for long-term management of the property and intends to hold the land in perpetuity. The Town is also responsible for all costs associated with long-term ownership. The Southeast Land Trust of New Hampshire (SELT) holds a conservation easement on the property. SELT is responsible for annually monitoring the property and ensuring the easement terms are adhered to.

C. Management Plan Review

The management plan will be reviewed at a minimum once every 10 years by the Town of Atkinson Conservation Commission. The plan may be revised or supplemented with additional information and management recommendations. Any revisions other than edits that change the management actions beyond standard maintenance activities will be reviewed with the DES and the Army Corps of Engineers.

The Conservation Easement requires management plan updates to be prepared by a licensed forester, certified wildlife biologist, or other qualified person, as approved in advance by SELT. Updates may be required if significant management activities are planned (such as a timber harvest for the purpose of wildlife habitat). If the Management Plan is greater than 10 years old, it will need to be reviewed, updated, and approved by SELT in advance of the commencement of the significant management activities (Section 2.C.vi.a.).

III. Property Description

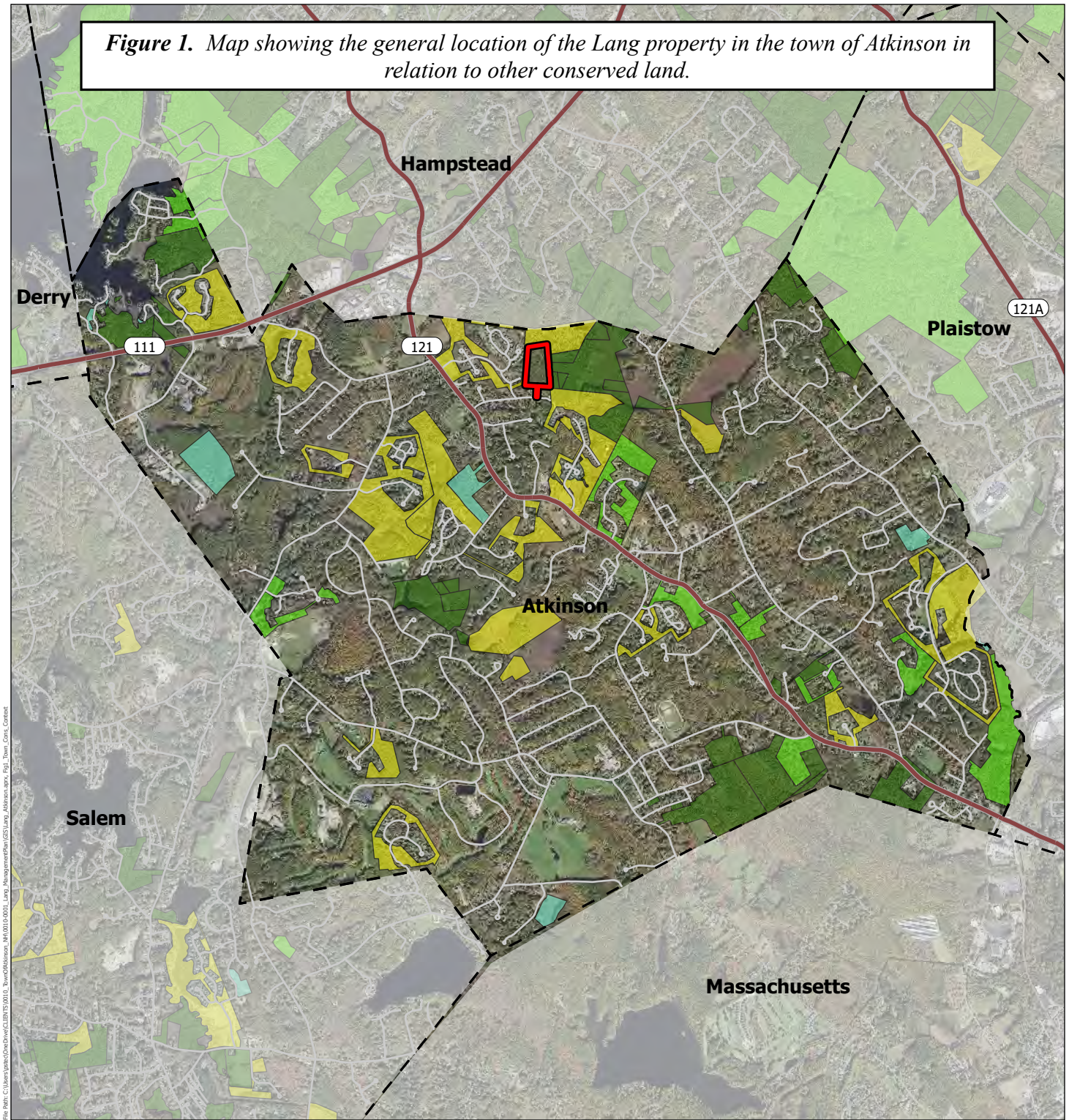
A. Setting and Location

The 15.39-acre Lang property is located in the north-central part of Atkinson, NH, south of NH Route 111, east of Main Street (Rt 121) and west of East Road (Figure 1). The property is situated at the headwaters of Hog Hill Brook, and contains numerous isolated basin swamps and wetlands that are part of a large swamp and marsh complex known as the Sawmill Swamp (Figure 2).

Elevations on the property range from 285-305ft, and the general topography is slightly rolling across a glacial till landscape. The property is within an unfragmented forest block more than 650-acres in size. The property is contiguous with 230–acres of conservation land, directly abutting the Sawmill Swamp Town Forest and the Sawmill Ridge Cluster Open Space in Atkinson and Hampstead, NH. The property is primarily forested, with some wetlands in the form of forested swamps and vernal pools. Dense residential development occurs along the major roads around the larger swamp complex and Town Forest. Despite this, the Sawmill Swamp remains a high-quality swamp and marsh complex due to its unfragmented condition, intact wetland buffers, and wildlife corridors that maintain connections between this area and surrounding natural lands.

The property is within the Merrimack River watershed. Wetlands on and around the property generally drain toward the Hog Hill Brook, that flows south into the Spickett River, continuing south to the Merrimack River in Lawrence, MA. The project falls within a high priority Conservation Focus Area (CFA) identified by the Merrimack Conservation Partnership (MCP)'s Conservation Plan. In 2010, the USFS identified the Merrimack as one of the most threatened watersheds in the nation due to loss of forestland in the watershed (<https://merrimackconservationpartnership.org/>).

Figure 1. Map showing the general location of the Lang property in the town of Atkinson in relation to other conserved land.



File Path: C:\Users\paula\OneDrive\Documents\0010_2\TownOfAtkinson_MH\0010_0001_Lang_ManagementPlan\GIS\Lang_Atkinson.aprx Fig1_Town Context

Legend

Lang Property

Conservation Land by Protection Type

- Fee Owned
- Conservation Easement
- Deed Restriction
- Set Aside

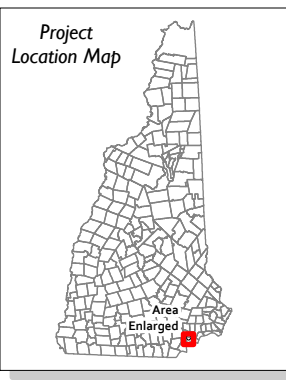
Municipal Boundary

Roads

- State
- Local/Other

0 0.25 0.5

Miles



Lang Property

Conservation Context Map

Atkinson, New Hampshire

Map Created 4/18/2023 by:

Data Sources:

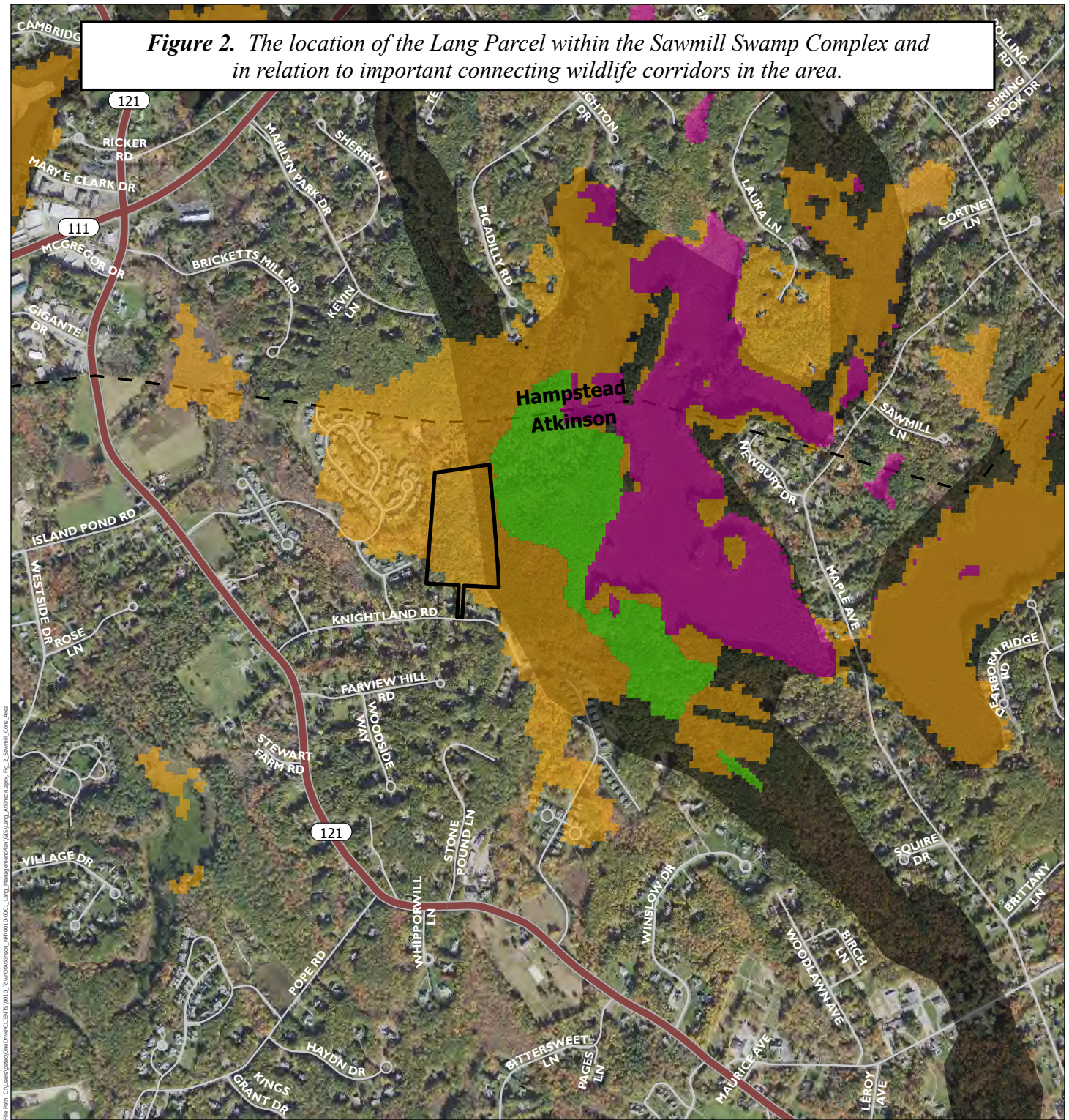
- Ecosystem Management
- Consultants of New England, LLC,
- NH GRANIT, NAIP
- 2021 aerial photo

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Figure 2. The location of the Lang Parcel within the Sawmill Swamp Complex and in relation to important connecting wildlife corridors in the area.



Legend

Lang Property

Wildlife Action Plan (2020)

Tier 1

Tier 2

Tier 3

Connect The Coast Wildlife Corridor

Municipal Boundary

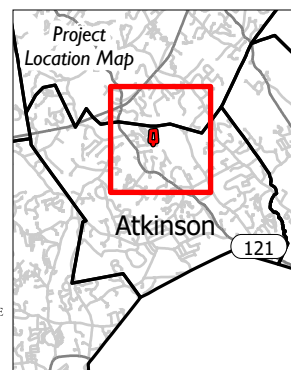
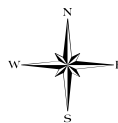
Roads

Interstate/Turnpike

State

Local/Other

0 0.25
Miles



Lang Property Wildlife Habitat & Corridors

Atkinson, New Hampshire

Map Created 4/18/2023 by:

Data Sources:
Ecosystem
Management
Consultants of
New England, LLC,
NH GRANIT, NAIP
2021 aerial photo



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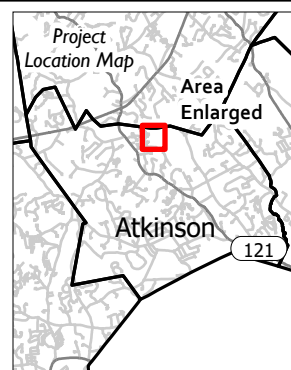
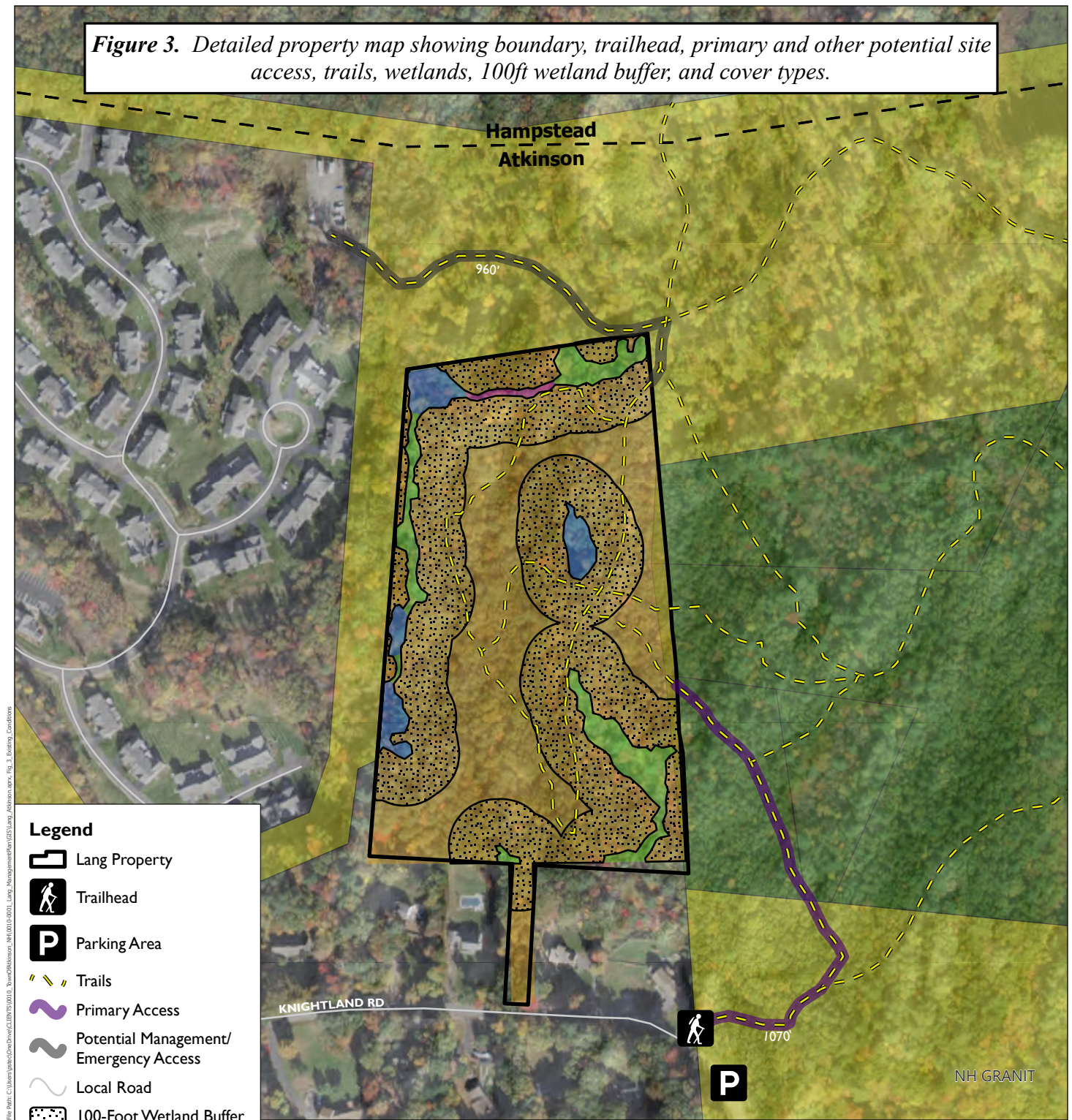
B. Directions and Access

The Lang parcel is located at the end of Knightland Road in Atkinson (see Figure 3), New Hampshire, which is accessed from NH Route 121. Although the Lang parcel has road frontage on Knightland Road, it is best accessed by the public from the existing parking and trailhead shown on Figure 3 for the West Sawmill trail network. The trailhead is located at the end of Knightland Road where the pavement ends on the property of the Page Farm Condominium development. The trailhead parking can accommodate 3 cars, with additional parallel parking on either side of the dirt road extension to Knightland that can accommodate another 5 cars or a school bus (should a school field trip be considered for educational purposes). This dirt road is an emergency access to the Page Farm Condominium development and cannot be blocked by parked cars. The Town of Atkinson has a deeded trail easement over the Page Farm Condominium land that provides access to the West Sawmill trail system. This easement deed is recorded in the Rockingham County Registry of Deeds, Book 5925, Page 0594, and is noted on Plan D-40532, also recorded in the Rockingham County Registry of Deeds.

With a formal trail system and trailhead already in place for the Town Forest, The Town of Atkinson Conservation Commission has no plans, and sees no need, to create direct access to the Lang parcel from Knightland Road.

A 50-foot strip of land connecting the larger area of the Lang Property to Knightland Road could potentially be used and developed if forest management is considered in the future for the property, however ledge in the area may make it an impractical and expensive entry point to develop. A lower impact and more practical entry point to the Lang property for future management or emergency access could be explored from the north by seeking permission to use a private dirt road associated with the Sawmill Ridge Condominium development (See Figure 3). There is no need to develop additional access to this property at this time, and the 50-foot access strip on Knightland Road is a formidable thicket of multiflora rose; it's an effective deterrent for the creation of an access trail.

Figure 3. Detailed property map showing boundary, trailhead, primary and other potential site access, trails, wetlands, 100ft wetland buffer, and cover types.



Lang Property Existing Conditions Map

Atkinson, New Hampshire

Map Created 4/19/2023 by:
Data Sources: Ecosystem
Management
Consultants of New
England, LLC, Town
of Atkinson, NH
GRANIT, NAIP
2021 aerial photo



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C. New Easements or Other Restrictions

Southeast Land Trust (SELT) holds a conservation easement on the property, which was conveyed to SELT by The Conservation Fund just prior to the purchase of the property by the Town of Atkinson (*Appendix A*).

As the easement holder, SELT is required to annually monitor the property and provide an annual report to DES, LCHIP, and the Town of Atkinson. The Atkinson Conservation Commission can expect to be asked to engage in this easement monitoring through annual communication with SELT concerning any changes in land use, management challenges, or planned management activities for the property. SELT may also send a staff person to visually inspect the property, although often-times this monitoring is now accomplished through the use of aerial imagery. Reports based on the comparison of appropriately dated images—such differences that may be observed from one year to the next—can be expected to be submitted as an acceptable form of annual monitoring.

LCHIP provided funds to help protect the property and purchase the easement. The use of LCHIP funds requires that the property be used and maintained exclusively for the uses permitted under NH RSA 227-M, and made available for public access in accordance with NH RSA 227-M:15, which requires the property to be available and open for public pedestrian use including hunting.

As a requirement of the LCHIP and ARM state funding used to protect the property, The State of NH, acting through the Department of Environmental Services (DES) holds a Third Party Right of Enforcement on the property which is described in the Conservation Easement (Section 9).

D. History and Land Use of Property

1. Acquisition History

Deborah Lang's family at one time owned much of the surrounding land. When the Knightland Road land area was subdivided in 1971, this 15.4-acre "Lang parcel" was not included in the development. It is not known why this parcel was not included in that development. At that time, ownership of this 15.4-acre parcel was held by Gordon Brown, Deborah's uncle. The land was subsequently acquired by Deborah's mother, Marion Lang in 1981. Deborah Lang acquired the land from her mother in 1991, and that deed is recorded in the Rockingham County Registry of Deeds, Book 2903, Page 2377.

In December 2022, the Conservation Fund, a nonprofit corporation, purchased the land from Deborah Lang, under agreement with the Town of Atkinson that their ownership would be an intermediate step in eventually conveying ownership to the Town of Atkinson under the provisions of NH RSA-36A, to be administered and

controlled by the Atkinson Conservation Commission, and to be used only as watershed and wildlife habitat with minimal passive human recreation, in perpetuity.

The Conservation Fund was able to secure adequate funding from multiple sources, including the ARM fund, managed by DES, and LCHIP, with additional funds committed by the Town of Atkinson.

The closing date for conveying ownership to the Town of Atkinson is expected to be on or before June 1, 2023. Prior to closing, the Conservation Fund conveyed the conservation easement to SELT.

2. Land Use

As with most of Atkinson, this land was previously used for farming – most likely sheep grazing. The Town’s history book, *Atkinson Then and Now*, describes the town as being nearly clear-cut in the last half of the 19th century. As the land was cleared of rocks, stone walls were built to denote property boundaries and contain livestock.

At the beginning of the 20th century, there was a decline in farming, and much of the land “returned to nature” and re-forested itself. While there have been many offers to purchase the land for development over the past few years, we owe a debt of gratitude to the owner who appreciated the land’s conservation values, and worked with the Town to protect it for future generations of Atkinson residents.

There is no record or other evidence that the land has been commercially harvested since the 1800s.

Being adjacent to town-owned conservation land, over the years an informal (but limited) set of trails were established that interconnect with the Town’s trails.

3. Cultural Features

Since this land was previously used for farming, there are no notable cultural features on it other than the ubiquitous stone walls, which denote the western, northern, and eastern boundaries of the Lang parcel.

4. Existing Easements or Other Restrictions

There are no easements or rights of way over the Lang parcel. There is a utility easement recorded in Book 2255, Page 1605, which appears to only affect the strip of frontage along Knightland Road.

5. Archeological Sites

There are no known archeological sites on the Lang parcel.

6. Human Use Map

The Lang parcel contains 0.65 miles of trails that connects to a 4.5 mile trail network on the Sawmill Town Forest, accessible from the trailhead on Knightland Road (Figure 4). The Sawmill Town Forest allows passive public recreational use according to the Policies and Guidelines for the Use and Recreation of Conservation Lands, adopted July 2020 and updated in February, 2023 by the Atkinson Conservation Commission, and attached as **Appendix C**. This includes hiking, dog walking, and hunting. Expressly prohibited are motorized vehicles and camping. Coordinated by the Conservation Commission, this is one of 9 trail networks maintained by the Town for the public.

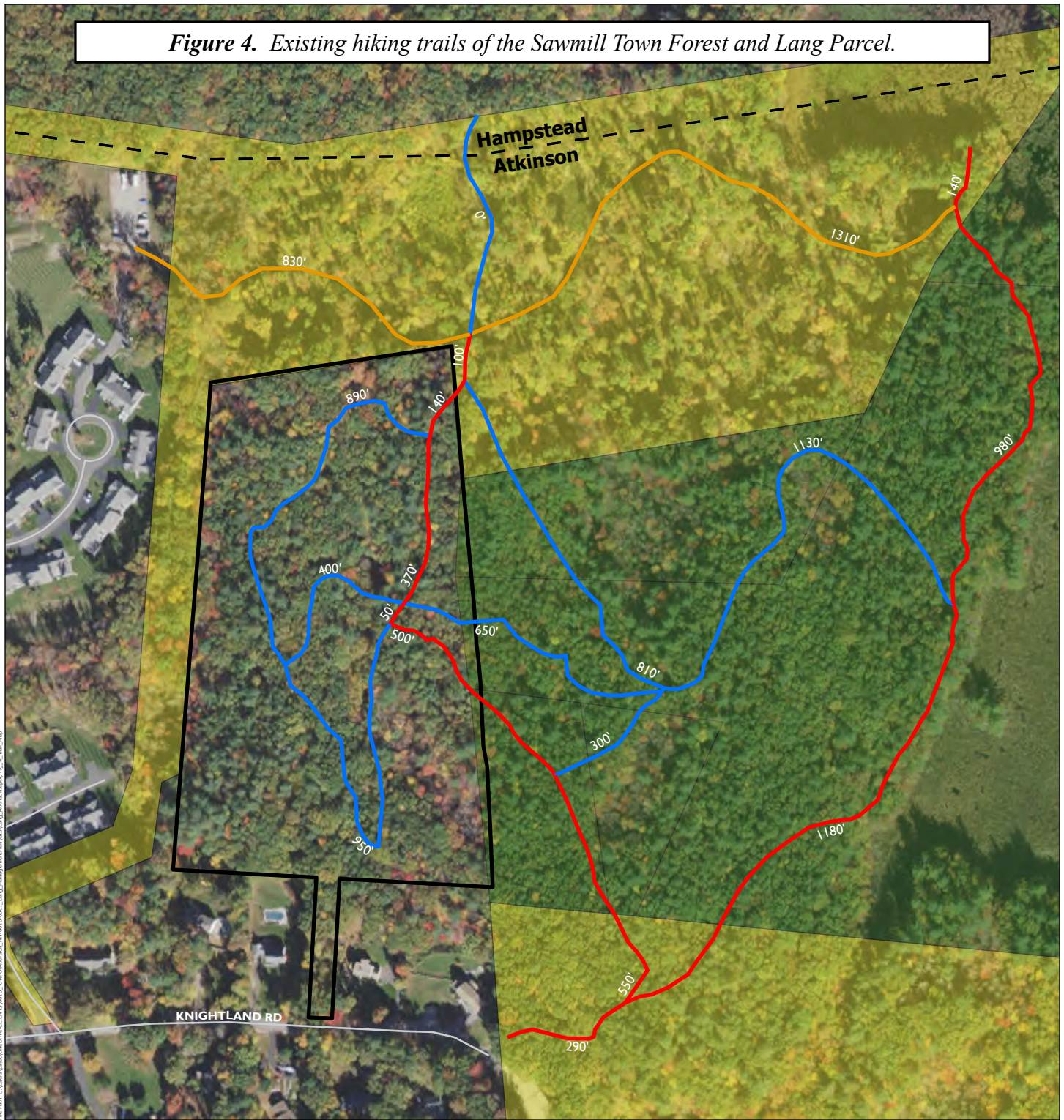
7. Legal Documents Appendix

Deed, survey, and baseline condition documents can be found in **Appendix B**. Additional legal documents may be on file with the Town of Atkinson, SELT, or the Rockingham County Registry of Deeds.

E. Adjacent Land Uses

Most of The Lang parcel is surrounded by some form of conservation land (see Figure 2). These conserved and open lands provide wildlife habitat, increases regional connectivity, and helps maintain water quality in the West Sawmill Swamp prime wetland.

Figure 4. Existing hiking trails of the Sawmill Town Forest and Lang Parcel.



Legend

Lang Property

Trails

Blue Trail

Red Trail

Orange Trail

Conservation Land by Protection Type

Fee Owned

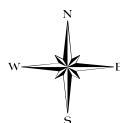
Set Aside

Municipal Boundary

Roads

Local/Other

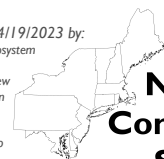
0 150 300
US Feet



Lang Property Trail Map

Atkinson, New Hampshire

Map Created 4/19/2023 by:
Data Sources: Ecosystem
Management
Consultants of New
England, LLC, Town
of Atkinson, NH
GRANIT, NAIP
2021 aerial photo



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IV. Natural Resources

A. Aquatic Resources

One sixth of the property is recognized as wetland habitat, described as 3 distinct wetland evaluation units in the NHDES ARM Fund Application Wetland Assessment prepared by Rick Van de Poll, May 2022 as follows:

1. Southeast Swamp, 0.55 acres

This is the “SE Swamp” as shown on Figure 5. It is comprised of a single unit in the southeast part of the property. It crosses the property boundary in its lowest part and drains southeasterly towards Sawmill Swamp. It is comprised of a single Cowardin (NWI) Class type, a palustrine forested, broad-leaved deciduous and needle-leaved evergreen swamp that is seasonally flooded in winter and saturated to the surface during the summer months. The dominant canopy is red maple with a few white pine; the understory is dominated by sweet pepperbush, highbush blueberry, and sensitive fern. It is a vernal pool by virtue of having one spotted salamander egg mass and spermatophores, 37 wood frog egg masses (April 6, 2022), no fish, and inundation for more than 60 days post-winter. Maximum water depth was 17” in early April. Two black gum trees were present in the swamp, although coverage by the species was insufficient to consider it a true black gum-red maple basin swamp. Ecological Integrity function was exceptionally high (9.0) as was Sediment Trapping (8.4). Secondary functions included Wetland Wildlife Habitat (6.1), Wetland Recreation (6.), Nutrient Transformation (6.4), and Shoreline Anchoring (6.5). As with the other two wetland evaluation units on the property, it was less than 500 feet from a Tier 2 Wildlife Action Plan habitat area.

2. Deep Pool, 0.17 acres

This is the primary vernal pool on the Lang property and the one where Blanding’s turtles have been recorded. It is comprised of a single, deepwater (i.e. > 1.5 m) basin with a marginal fringe of red maple, highbush blueberry, and bulrush. It lies in an isolated basin with no inflows or outflows in a gap between two low bedrock ridges. The deep muck indicates a long period of slow organic accumulation and the scattered downed woody debris and emergent blueberry stems supported 3 spotted salamander egg masses and 383 wood frog egg masses (April 6, 2022). Its catchment size is just 3.13 acres and therefore it is extremely prone to water quality degradation from the surrounding landscape. The wetland scored a perfect 10 for Ecological Integrity. Other primary functions included Wetland Wildlife (7.2) and Wetland Recreation (7.2), although the latter would best be served by research and education purposes only.

3. Boundary Swamps, 1.87 acres

This collection of seven wetland class units runs along the western and northern boundary of the Lang property. It begins to the southwest of the property at a ditch system along Knightland Road. Largely all Red Maple-Sensitive Fern Seepage

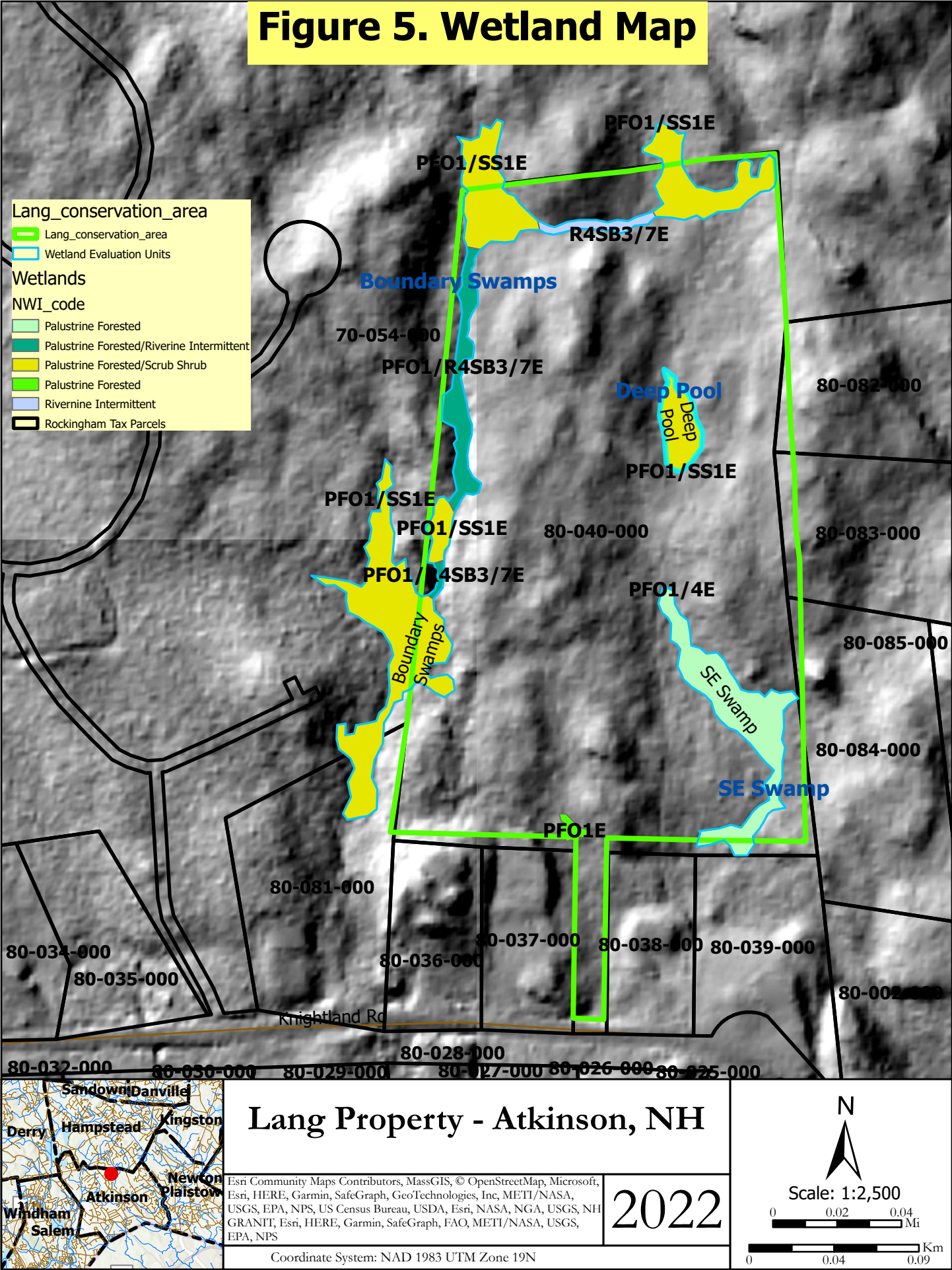
Swamp or partial basic swamps, some functioning as vernal pools. Red maple and sensitive fern (*Onoclea sensibilis*) are the overstory and understory dominants, respectively, along with cinnamon fern (*Osmundastrum cinnamomea*), royal fern (*Osmunda regalis*), fowl manna grass (*Glyceria striata*), sweet pepperbush, highbush blueberry, and winterberry holly. It receives direct stormwater run-off from the Sawmill Ridge subdivision to the west. As a result, the water quality is significantly compromised and iron bacteria are abundant in all portions of the wetland. Unlike the other wetlands on the property, the isolated pools are fairly shallow (i.e. < 15” deep on April 6, 2022) and there is an unusually high amount of algae in the water column. No evidence of vernal pool activity was found in the uppermost sections (despite having ample habitat), however, some activity was noted in the lowermost pool (Wetland 3 in the Rapid Ecological Assessment Report, 2022). The latter contained four spotted salamander eggs masses and spermatophores, all of which were north of the boundary wall in the deepest part of the pool. Some secondary indicators were observed in the upper pools, but not enough to qualify them as vernal pools. Because of the compromising position of the nearby development, neither Ecological Integrity or Wetland Wildlife had very high scores (4.8 for both), and the only primary functions were Sediment Trapping (7.3) and Nutrient Transformation (6.7).

The SELT conservation easement provides the protection of a 100-foot buffer to all areas within and adjacent to wetlands, vernal pools, perennial streams and rivers. Within these wetland buffers, there can be no vegetation removal or cutting, soil disturbance or pesticides (Section 2.C.iii). The wetland buffer areas are shown on Figure 3.

Wetland ID	Resource Type	Acreage	Principal Functions
Lang Property wetlands	PFO1/4E	.55	Ecological Integrity, wildlife, sediment trapping, nutrient transformation
	PFO1/R4SB3/7E	.25	Sediment trapping, nutrient transformation
	PFO1/SS1E	1.72	Wildlife, flood storage, sediment trapping
	PFO1E	.03	Wildlife, sediment trapping, nutrient transformation
	R4SB3/7E	.07	Sediment trapping, nutrient transformation

Table 1. List of NWI (Cowardin) Cover Classes and their associated functions

Figure 5. Wetland Map



B. Baseline Description of Biological Resources

1. Biological Species and Communities

Upland Forest - Over 95% of the Lang parcel is forested (Figure 6). The upland forest offers critical buffer to the 150-acre swamp system. The upland area is an **Appalachian Oak-Pine Forest**. This forest appears intact, sub-mature, and as yet unaffected by pathogens. Primary canopy species include white pine, pitch pine, red pine, red oak, black oak, white oak, scarlet oak, red maple, white ash and shagbark hickory. The more “southern” pine and oak species favor the designation as an Appalachian Oak-Pine Forest, which is frequent in southern NH and further south into Massachusetts. The most significant attribute of the Lang parcel is the unfragmented nature of the forest cover and its connection to the larger Sawmill Swamp wetland complex.

Forested Wetlands – 16% of the forest is wetland and dominated by hydric-soil tolerant tree species such as red maple and white ash. These wetland resources are described in detail above. The swamps are a function of a high water table, and they are present in two basic forms: slightly sloping seepages and flat basins, and have slightly different forest types. Red maple is the dominant throughout all the swamps, with white ash favoring the seepage sites where there is slightly better drainage and more nutrients. Despite these subtle differences in species compositions, all the forested wetlands on the property are classified as **Red Maple Sensitive Fern Swamps**.

Vernal Pools – The Lang parcel includes 3 confirmed and 2 possible vernal pools (Figure 7). Vernal pools were documented and identified by Rick Van de Poll on April 6, 2022. Obligate vernal pool species reported from the pools at that time included wood frogs and spotted salamanders.

Notable Wildlife and Wildlife Habitat – The Lang Parcel helps to protect wildlife habitat with local and regional significance. The core of the Sawmill Swamp is recognized as Tier 2 WAP Habitat (highest priority in the region). The Lang Parcel abuts the core of the Sawmill Swamp and is recognized as Tier 3 WAP habitat (supporting landscape for NH’s wildlife). The Lang Parcel, as a mostly upland parcel on the outer edge of the Sawmill Swamp system, does provide critical buffer to the larger wetlands in the central swamp. However, because the parcel also includes a complex of vernal pools and smaller seepage and basin swamps, Blanding’s and other turtles are visiting the property as part of their summer foraging from the Sawmill Swamp. Therefore, it is arguably providing much more critical wildlife habitat than the WAP maps and analysis recognize. The Appalachian-Oak Pine Forest, with its abundance of nut bearing tree species, provides food and habitat for a number of NH’s common wildlife species including squirrels, turkeys, ruffed grouse, and chipmunks. In addition, bobcat, black bear, and fisher (species of interest and concern to NH Fish and Game due to declining numbers) have also been reported on the property. No thorough wildlife inventory or assessment has been done on the property. A Rapid Ecological Assessment of the property documented 9 bird species including 2 with range expansions into NH due to our warming climate, red-bellied woodpecker and Carolina wren. This same report noted the likelihood of 1,200 -1,500 species of invertebrates and vertebrates given results of Bioblitz’s from similar properties nearby (Van de Poll, 2022).

Rare Species – The Sawmill Swamp wetland complex supports two state-listed state reptile species: Spotted Turtles and Blanding’s Turtles. The Rapid Ecological Assessment

of the Lang Parcel (Van de Poll, 2022) reports regular use of the vernal pool by Blanding's turtles (as observed by neighbors and visitors to the Lang parcel).

Invasive Species – Invasive species are infrequently found on the property, and only at the edges, in proximity to the houses that abut the property to the south and west. These include glossy buckthorn (*Rhamnus frangula*) on the southern edge of the property, Japanese barberry (*Berberis thunbergii*) on the western boundary wall, a small patch of Japanese knotweed (*Falopia cuspidata*) near the cluster open space strip just outside the property boundary, and bittersweet (*Celastrus orbiculatus*) along the west edge of the 50-ft wide strip off Knightland Road.

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









As noted above, the Sawmill Swamp wetland complex supports two state-listed state reptile species: Spotted Turtles and Blanding's Turtles. The Rapid Ecological Assessment of the Lang Parcel (Van de Poll, 2022) reports regular use of the vernal pool by Blanding's turtles (as observed by neighbors and visitors to the Lang parcel). See Figure 7.

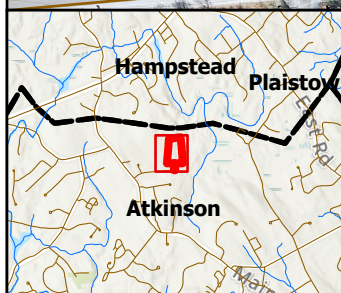
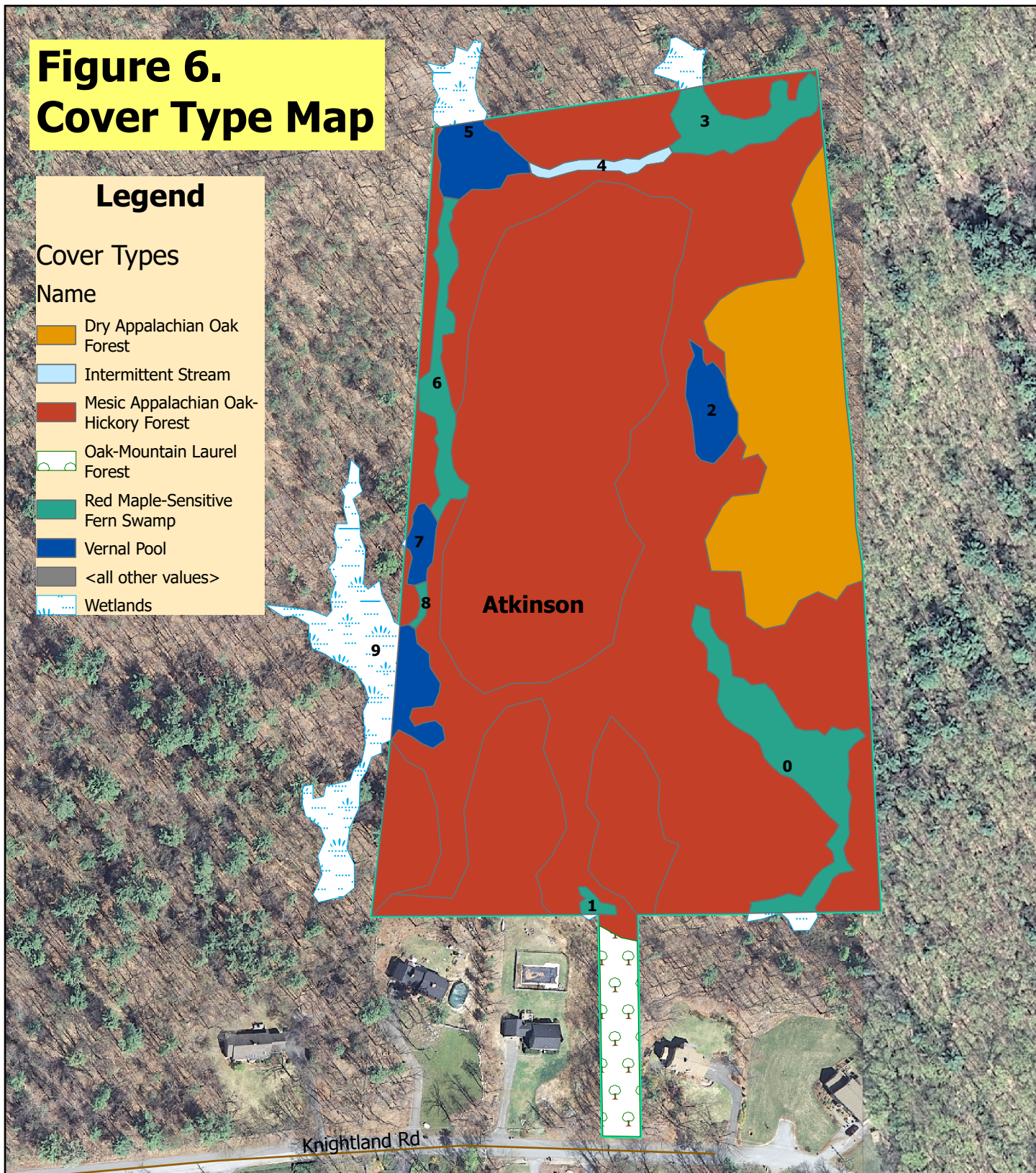
Figure 6. Cover Type Map

Legend

Cover Types

Name

-  Dry Appalachian Oak Forest
-  Intermittent Stream
-  Mesic Appalachian Oak-Hickory Forest
-  Oak-Mountain Laurel Forest
-  Red Maple-Sensitive Fern Swamp
-  Vernal Pool
-  <all other values>
-  Wetlands



Lang Property, Atkinson, NH

Esri Community Maps Contributors, MassGIS, © OpenStreetMap, Microsoft, Esri Canada, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Esri Canada, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA

2022

Coordinate System: NAD 1983 StatePlane New Hampshire FIPS 2800 Feet

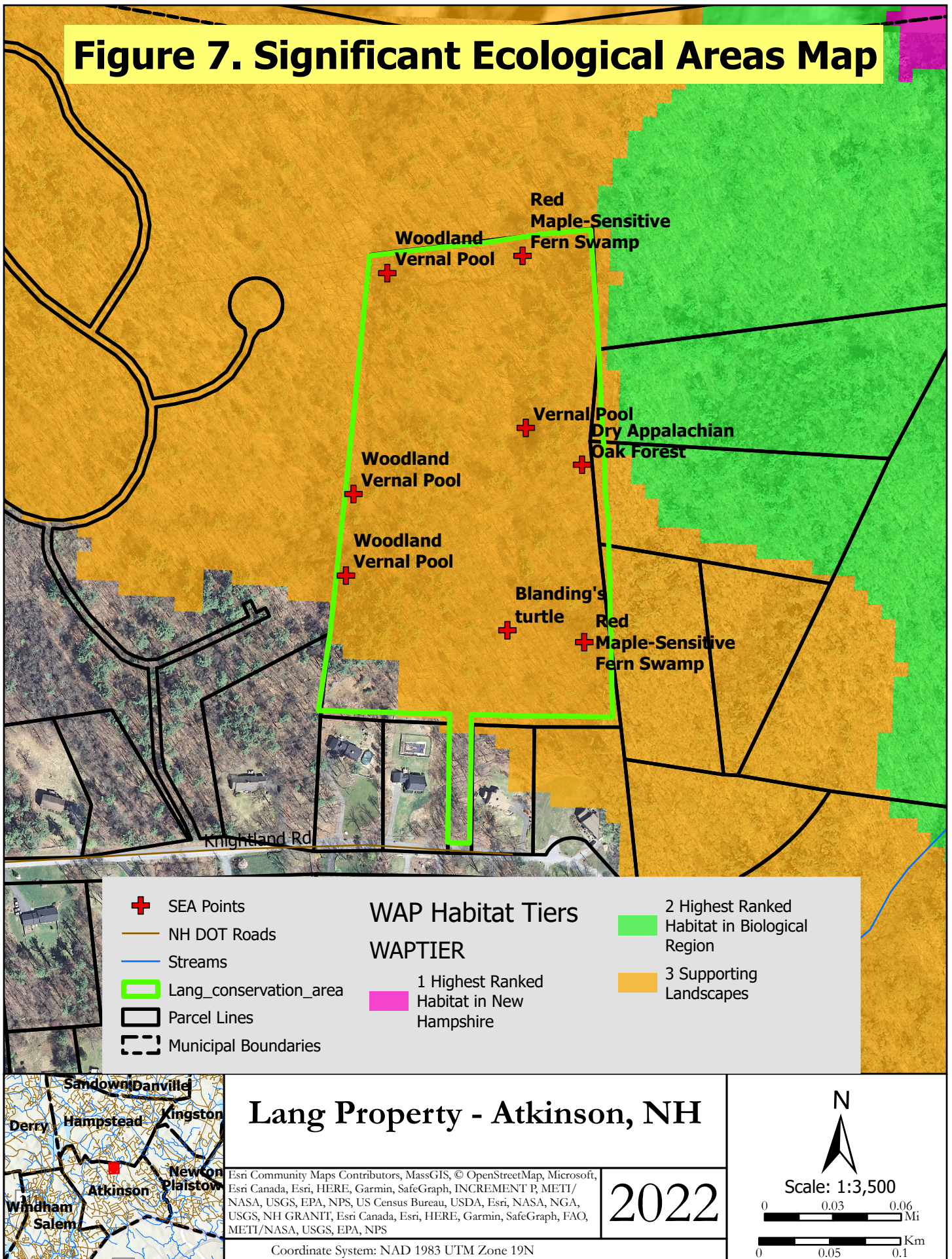


Scale: 1:2,225

0 0.02 0.04 Mi

0 0.04 0.07 Km

Figure 7. Significant Ecological Areas Map



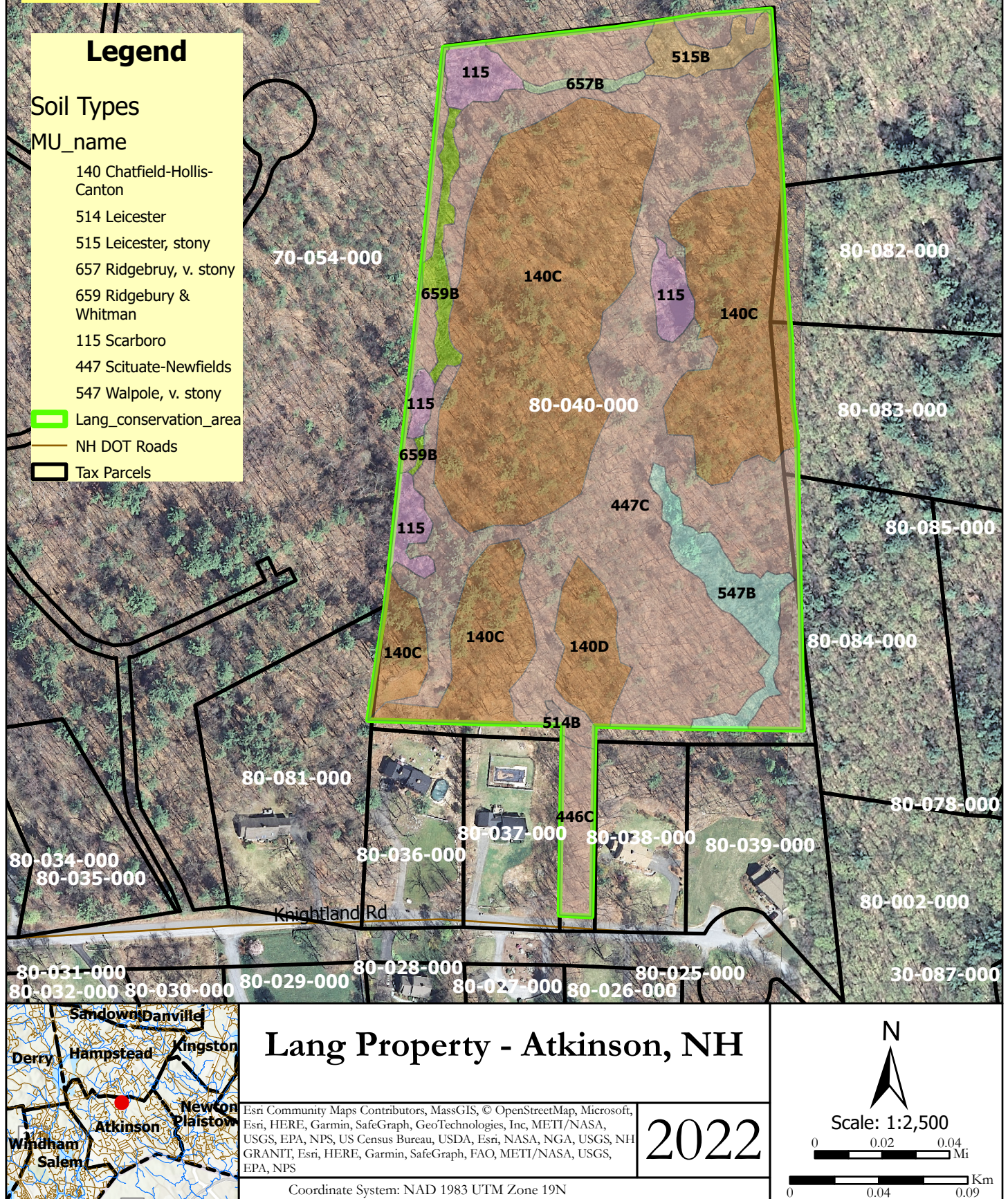
C. Soils & Geology

The majority of the Lang Parcel is underlaid with upland soils, classified as either Chatfield-Hollis-Canton, or Scituate-Newfields, both of which are moderately to well drained soils associated with good permeability. These upland soils support the Appalachian Oak forest found on the property. The wetland areas on the property are underlain with Scarboro soils, which are described as poorly drained soils of glaciofluvial origin that accumulated in deep deposits in flat areas or depressions on the landscape. These soils are associated with the Red Maple Sensitive Fern swamps and the vernal pools of the Lang Property (Figure 8).

Soil Type	Acres
115 Scarboro	0.61
140C Chatfield-Hollis-Canton	6.44
140D Chatfield-Hollis-Canton	0.47
446C Scituate-Newfields	0.31
447C Scituate-Newfields	6.44
514B Leicester	0.03
515B Leicester, stony	0.26
547B Walpole, v. stony	0.52
657B Ridgebruy, v. stony	0.07
659B Ridgebury & Whitman	0.25

Table 2. Acres of land in the major soil types on the Lang Parcel

Figure 8. Soil Type Map



D. Hydrology and Topography

The Lang Parcel is up at the headwaters of the Hog Hill Brook, which drains into the Spickett River, and ultimately into the Merrimack River. The project falls within a high priority Conservation Focus Area (CFA) identified by the Merrimack Conservation Partnership (MCP)'s Conservation Plan. Of note, the USFS identified the Merrimack as one of the most threatened watersheds in the nation due to loss of forestland in the watershed. Therefore, the Lang parcel, as a primarily forested tract in a headwater area, not only provides critical wildlife and habitat protection of local importance, but positively contributes to the protection of water quality in this larger watershed.

Elevations on the property range from 285-305ft, and the general topography is slightly rolling across a glacial till landscape. Being associated with a headwater area, the wetlands on the property do not offer flood storage potential. The property is also not associated with a stratified drift aquifer or drinking water resources. The swamps on the property are a function of a high water table, and the water quality on site is most notably impacted by surface flows from the adjacent developed lands.

E. Summary of Restored or Enhanced Resources

No current plans exist for restoration or enhancement, although opportunities exist with respect to water quality improvements and invasive species control – see management recommendations.

F. Threats (existing or potential)

1. Unauthorized vehicular use

There is currently no issue with unauthorized vehicular use on the property or trails of the Sawmill Swamp Town Forest. Motorized vehicles are strictly prohibited on the Town of Atkinson conservation lands and are a prohibited use on the SELT Conservation Easement (except as allowed for monitoring and management of the property, Section 3.D).

2. Waste Disposal

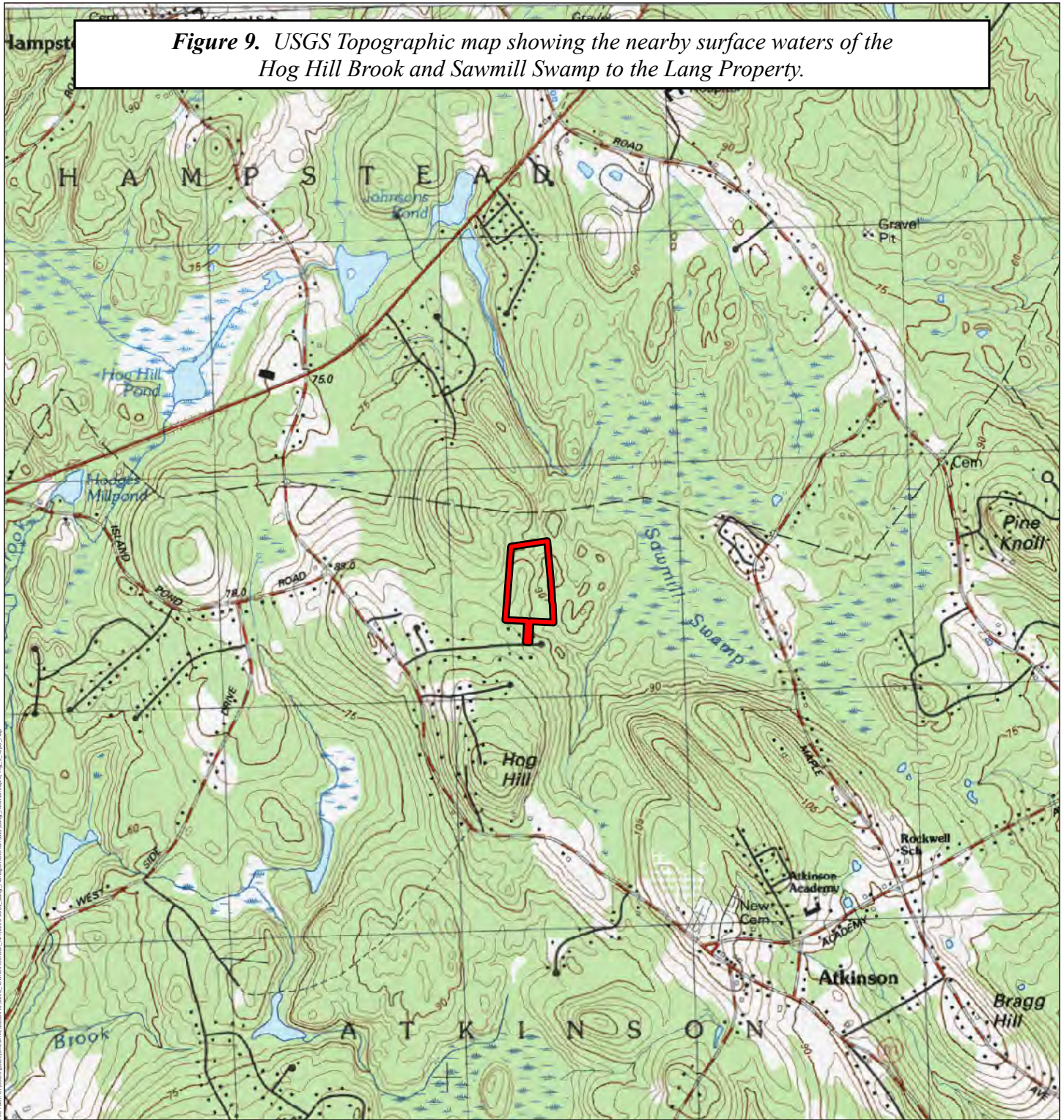
Stormwater from the Sawmill Ridge Condominium development is currently having an impact on the water quality of the boundary swamps on the western side of the property most likely due to fertilizer runoff from their lawns.

3. Invasive Species, Pests and Pathogens


Some limited invasive species can be found near the property boundaries associated with abutting developments (see Section B.1 above). The threat to the Lang Parcel is from a potential expansion of these invasive species from the perimeter of the property into the interior. The intact nature of the forest is currently providing a good defense against this potential expansion.

4. Vandalism and Encroachment – N/A

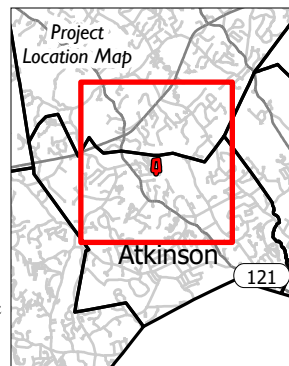
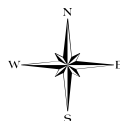
Figure 9. USGS Topographic map showing the nearby surface waters of the Hog Hill Brook and Sawmill Swamp to the Lang Property.



Legend

 Lang Property

0 1,000 2,000
US Feet



Lang Property
USGS Topographic Map

Atkinson, New Hampshire

Map Created 4/18/2023 by:

Data Sources:
Ecosystem
Management
Consultants of
New England, LLC,
USGS



**Northeast
Conservation
Services**

V. Management Vision & Goals

The overall vision of the Atkinson Conservation Commission is to manage the Lang Parcel as part of the larger Sawmill Swamp Town Forest. In its natural condition, the complex of vernal pools, forested swamps, and upland forest that make up the Town Forest provide excellent wildlife habitat of local and regional significance. As such, the primary Management Goal of the Lang Parcel is to protect the existing habitat to preserve the aquatic resources and wildlife habitat of the Sawmill Swamp. To best protect these natural resources, Rick Van de Poll recommended in his Rapid Ecological Assessment of the Lang parcel (Van de Poll, 2022) that the Atkinson Conservation Commission maintain the land in its current condition. A secondary goal for the Lang Parcel is to provide limited public recreation. The Lang Parcel already contains trails integrated into a trail system that the Town has been maintaining and using to access the Town Forest. To ensure the primary management goal is met, it is advised that the town refrain from advertising this property for recreational purposes, or create any further expansion of the trail network on the Lang Parcel (Van de Poll, 2022). Since the property clearly has high wildlife value, human-wildlife conflicts would very likely arise should this become a recreational destination. The sensitivity of Blanding's turtles to human encroachment – notably having them be captured and sold to international buyers – is very high. The same can be said for spotted turtle and any of the rare snake species that may be occupying the Dry Appalachian Oak Forest. In sum, limited use by local residents, who maintain a low-key and 'soft-core' trail system, is advised to help prevent the degradation of habitat and impacts to the rare and sensitive species living here.

To reach these goals, the Town of Atkinson Conservation Commission should:

1. Maintain the property in its undeveloped state.
2. Maintain the existing trail network, and per the requirement in the easement and expectation of the Army Corps, not allow additional trails to be built.
3. Refrain from allowing direct road access from Knightland Road. In fact, the invasive plants that are currently located in that 50-foot access to the road may actually be beneficial because they make that area essentially impossible to pass on foot.
4. Maintain the quality of the existing natural resources, especially the vernal pools.
5. Maintain and expand Best Management Practices that limit soil erosion and protect local water quality;
6. Regularly inspect the property for impacts to the wetland and wildlife habitats, and, consulting with SELT as easement holder, determine and implement actions to reduce or remove threats (i.e., invasive plant removal);
7. Provide regulated, passive recreational opportunities where appropriate; and
8. Facilitate occasional educational opportunities relating to natural resources, natural resource management, and conservation.

A. Permitted Uses:

The Policies and Guidelines for the Use of Conservation Land, Town of Atkinson is provided as **Appendix C**

B. Prohibited Uses:

The Policies and Guidelines for the Use of Conservation Land, Town of Atkinson is provided as **Appendix C**

C. Public Use Guidelines:

The Policies and Guidelines for the Use of Conservation Land, Town of Atkinson is provided as **Appendix C**

VI. Management Actions

Very few management actions are anticipated for the Lang Parcel in both the near and long term given the primary goals and the overall vision for the Sawmill Town Forest. The primary management actions anticipated for the site are focused on monitoring and maintaining the existing natural habitats and the low-impact recreational use of the land.

All anticipated management actions need to be in compliance with the Conservation Easement on the property held by the Southeast Land Trust, and attached to this Plan as **Appendix A**. Of note, the Easement imposes some use limitations on the property that are specific to management activities including trail maintenance and construction, tree and vegetation cutting, and soil disturbance and extraction. In addition, the Easement imposes a 100-ft wetland buffer with additional restrictions on uses.

Considering the sensitivity of the habitat and the constraints on the land by the easement terms, no commercial timber harvesting activities are anticipated for this parcel. The easement does allow timber harvest for improved habitat management should that be an identified need in the future. This may also be a consideration if the forest becomes impacted by forest pests, extreme storms, or other climate change impacts. If this becomes a necessity, the Town of Atkinson will work with the Southeast Land Trust to develop a forest management plan that is consistent with the Purposes of the Easement, preserves and protects the conservation targets of the Lang Parcel, and minimizes any impacts to these wildlife and wetland resources. At least 30 days prior to any timber harvesting, a written notice (signed by the licensed forester, certified wildlife biologist, or other person as deemed qualified by SELT) is required to be sent to SELT as noted in Section 2.C.vi.c. of the Easement.

At the time of acquisition, three management concerns were identified that could motivate some limited, low-cost actions for the benefit of the Lang parcel and Sawmill Town Forest. The first being, routine monitoring and removal of encroaching invasive plants from the property perimeter. The second being investigation into the off-site source of water pollution into the Lang parcel boundary swamps. And lastly, finding a balance between permitting and encouraging public use of the trails on the property, and protecting the wetlands and wildlife from the recreational impacts that this use brings to the property. To best find this balance, the Atkinson Conservation Commission may want to consider how to educate visitors and neighbors of the Town Forest, and be open to re-routing or closing trails should recreational over-use become noted.

More specific detail on these and other possible Management Actions are provided below:

A. Natural Resources

1. Management of wetlands, streams and other natural resources

Objectives: *Fold the management and monitoring of this site's natural resources into the already existing management and monitoring of the larger Sawmill Swamp Town Forest.*

- *Action: Consistent with the Monitoring and Stewardship Policy for Fee-Owned Conservation Land (**Appendix D**), an annual inspection will occur by Commission members or volunteers and a Volunteer Monitoring Report submitted to the Town records. As part of the annual inspection, a walk-through survey will qualitatively monitor the general condition of the wetland and forested habitats. Of greatest concern on the Lang parcel would be any impacts noted to the hydrology or forest cover, any new forest pests or invasive species, or signs of incompatible uses or over-use near the vernal pools or wetland habitats (e.g. ATVs on trails, dogs swimming in the vernal pools, trail erosion impacting water quality).*
 - *Action: Annual monitoring reports should be shared with Southeast Land Trust, and vis versa to insure good communication between the Town of Atkinson and the easement holder on this property. Regular communications around management issues or concerns can ensure actions on the property remain in compliance with the easement terms, and the expertise of the SELT professional staff can help advise on potential solutions to any issues that may arise.*
 - *Action: Consider establishing reference sites for photographs with a site map showing the reference site locations for the file. Reference sites would be particularly interesting by vernal pools where some changes may be anticipated due to climate change. Reference photographs can be taken every five years and retained by the Atkinson Conservation Commission in the Sawmill Swamp Town Forest files.*
 - *Action: Familiarize members of the Atkinson Conservation Commission with important aspects of managing land for Blanding's Turtles <https://extension.unh.edu/resource/blanding%E2%80%99s-turtles-new-hampshire-brochure> and vernal pool habitat <https://extension.unh.edu/resource/vernal-pools>*
 - *Action: If Blanding's Turtles are being found in lawns and on roads of the subdivisions around the Sawmill Swamp, consider educating neighbors on lawn-care practices that can benefit or harm Blanding's Turtles (see brochure above).*
 - *Action: Determine if contaminants from off-site are polluting the boundary swamps and causing algae blooms. Test water to identify contaminants, and inspect area for possible sources of run-off. Communicate concerns with neighbors and try to identify solutions (e.g., Reduced lawn fertilization, re-direct runoff).*
2. **Ecological Monitoring for Threatened/Endangered/Rare/Special Concern Species**
Objectives: Monitor key habitat for Blanding's and Spotted Turtles.
- *Action: As part of annual inspection, visually observe for changes to vernal pool or forested wetland habitat that may be detrimental to the rare turtle species that*

are known from this site, such as such as changed hydrology (e.g., early drying of vernal pools from drought or extreme summer heat) or vegetation composition (e.g., loss of forest cover around vernal pools or wetland edges from storm damage or forest pests). Follow-up with NHFG Non-Game biologists if concerns are identified.

- *Action: Report any rare species observations into NH's Wildlife Sightings online form, <https://nhwildlifesightings.unh.edu/>*
- *Action: Consider scheduling annual property inspections for the spring to incorporate monitoring vernal pools on the property at the same time. Annual monitoring of the pools can track for presence or absence of vernal pool indicator species (e.g. wood frog eggs) and will help the town gain a longer-term understanding of the productivity of the different pools over time.*
- *Action: As opportunities arise, cooperate with any state-wide efforts to gather data or study the NH population of Blanding's or Spotted turtles.*

3. Invasive Species, Pests and Pathogens

Objectives: Monitor and maintain control over invasive species, pests and pathogens that diminish native natural resources on the site.

- *Action: Coordinate community volunteers to hand-pull invasive plants from around the property perimeter. By engaging neighbors, you help to educate about the invasive species in the area and can encourage more pulling and monitoring from their own back yards. As noted previously, consider leaving an impenetrable barrier of multiflora along Knightland Road to prevent the establishment of an informal access trail into the property at this location.*
- *Action: Communicate to neighbors about the Japanese knotweed stand on their property, and work with them to have it removed to reduce the risk of expansion onto the Lang Property.*
- *Action: As part of annual inspection, note expansion of invasive plant populations on the property to determine where to focus volunteer control efforts for the following year.*

B. Infrastructure and Facilities, Security and Public Access

1. Parking, Signage, and Property Boundaries

Objective: Monitor and maintain condition of parking area and public use signage appropriate to the Sawmill Swamp Town Forest at the trailhead off Knightland Road, and maintain property boundaries.

- *Action: Maintain public access to the property through maintenance of the Knightland Road trailhead and associated trails.*
- *Action: Educate visitors to the trail network on the sensitive resources of the property, and the allowed and prohibited public uses by installing a kiosk with trail maps, property information, and the Policies and Guidelines for the Use of Conservation Land posted.*
- *Action: Mark external property boundary with the same 4” diameter circular aluminum markers to consistently identify the boundary of the Sawmill Swamp Town Forest (See Figure 10). Boundary tins should be inspected every 5 years to replace any missing tins, back-out nails, and move any tins off fallen trees as needed.*
- *Action: As part of annual inspection – walk boundaries to insure they are adequately marked and respected by neighbors. Follow-up with any boundary issues noted in a timely manner.*



Figure 10. Aluminum boundary markers that identify Town of Atkinson conservation land.

2. Roads, Trails and Structures

Objectives: *Utilize existing trail network in the Sawmill Swamp Town Forest to provide public access to the Lang parcel. Provide public access as a secondary goal to protecting the resource.*

- *Action: Maintain existing trails as necessary and as funding allows.*

- *Action: Recognize that some of the existing trails are located in the 100-ft wetland buffer zone as defined by the Conservation Easement (Figure 3). The Easement allows for the Town of Atkinson to maintain the existing trails including those within these buffer areas, but any trail improvement activities that may disturb the soils, or the installation of trail-related infrastructure (such as interpretive signage, bog bridges) in these wetland buffer areas would require additional permissions (Section 2.C.iii).*
- *Action: Monitor public use of trails and consider changes to trail network if impacts are noted to the vernal pools(e.g., people or dogs playing in the pools, trail erosion, etc.). Similar to above, any trail locations would require notifying SELT in writing at least 30 days before undertaking any changes to the existing trail network (Section 3.A.iv).*

3. Trash and Trespass

Objectives: *Keep the Town Forest property and trails free of trash and trespass.*

- *Action: Post Town of Atkinson’s “Carry In – Carry Out” policy on the kiosk at the Sawmill Swamp trailhead.*
- *Action: If dumping or vandalism is noted as part of annual inspection, coordinate community volunteers and neighbors to help collect and remove trash or repair damage.*
- *Action: Take appropriate action to address issues of vandalism or trespass, including but not limited to:*
 - *Outreach to violators*
 - *Contacting local law enforcement*

VII. Funding and Task Prioritization

A. Funding

The project will be added to the Sawmill Swamp Town Forest, which is a designated Town Forest under NH RSA 31:110. The Forest Maintenance Fund was established in the 1980s for the purpose of maintaining Atkinson's Town Forests. This fund receives modest revenues from periodic selective timber cuts within the Town Forests. Expenditures from the Forest Maintenance Fund require approval at Town Meeting. Recent expenditures include approval for the Conservation Commission to spend up to \$19,000 from this fund in a multi-year program to manage invasive plants in Town Forests. When possible and fitting, the Town has received grant funding for specific tasks (planning, management for emerald ash borer, trail development) to augment Town funds.

B. Task Prioritization and Cost Estimates

Start Up Stewardship Actions and Costs have been minimal due to the property being folded into the Sawmill Swamp Town Forest, which already has a trailhead and established trail system. To date, all start-up Stewardship Costs were covered by the Atkinson Conservation Commission annual Operating Budget.

Start Up Expenses:

Action	Status	Cost
Boundary marking	Complete	N/A
Trailhead	Complete (already in place)	N/A
Trail planning and development	Complete (already in place)	N/A
Public use signs	In progress	Minimal
Establish baseline monitoring	In progress	Minimal
Trash cleanup	Complete	N/A
Invasive species baseline	Complete	Paid for as part of the Van de Poll 2022 report

On-going routine management and monitoring activities on Town of Atkinson conservation lands are performed by volunteers with no expense to the Town. As needed, minor expenses can be covered by the Conservation Commission's annual operating budget, which is approved each year at Town Meeting. In 2023, that budget was just under \$10,000. Should major expenditures be needed to manage the Lang parcel, these could come from the Town's Forest Maintenance Fund, or by applying for grants that support conservation, management, and wildlife habitat improvements in NH, such as the Moose Plate, or NHFG small grant program.

Anticipated annual expenses:

Action		Cost
Annual property and boundary inspection	Volunteers	N/A
Trailhead and trail maintenance	Volunteers	Minimal
Signage maintenance / neighbor or visitor education	Volunteers	Minimal
Invasive species control	Volunteers	Minimal

Literature Cited

Rapid Ecological Assessment of the Deborah Lang Property, Map 18 Lot 40, Atkinson, NH.
Prepared for the Town of Atkinson Conservation Commission, Rick Van de Poll, January 2022.

Deborah Land Property, Atkinson, NH. ARM Fund Application, Wetland Assessment. Rick Van de Poll, May 2022.

APPENDIX A

Conservation Easement, Southeast Land Trust



RECORDING 102.00
SURCHARGE 2.00

The within conveyance is a non-contractual transfer pursuant to RSA 78-B:2(IX)
and is exempt from the New Hampshire Real Estate Transfer Tax.

CONSERVATION EASEMENT DEED

THE CONSERVATION FUND, a non-profit corporation duly organized and existing under the laws of the State of Maryland, with principal place of business at 1655 North Fort Myer Drive, Suite 1300, City of Arlington, County of Arlington, State of Virginia, 22209, 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 "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 non-profit 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), and

with a **Third Party Right of Enforcement** therein, as further defined in Section 9 below, in favor of the **STATE OF NEW HAMPSHIRE**, acting through the **NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES' AQUATIC RESOURCE MITIGATION PROGRAM**, 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” or “Third Party Holder”, which term shall include the Third Party Holder’s successors and assigns),

the Conservation Easement (herein referred to as the “Easement”) hereinafter described with respect to that certain parcel of land (herein referred to as the “Property”) being unimproved land, consisting of approximately 15.4 acres, situated along Knightland Road in the Town of Atkinson, 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 “Plan of Boundary Survey Property of Deborah Lang, Trustee, Deborah Lang Revocable Trust of 2015, 21 Knightland Road, Atkinson, NH 03811”, dated April 11, 2022, Scale 1” = 100’, prepared by Dennis D. McKenney, and recorded at the Rockingham County Registry of Deeds on May 4, 2022 as Plan D-43295.

The Easement has been conveyed in part with a \$180,000 financial assistance award from the New Hampshire Department of Environmental Services Aquatic Resources Mitigation Fund, which award places certain restrictions on the Property as described herein. The Easement hereby granted is pursuant to and consistent with the applicable provisions of NH RSA 477:45-47, and in compliance with the New Hampshire Aquatic Resources Mitigation Fund (ARM) Final In-lieu Fee Program Instrument (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142).

The parties hereby acknowledge that the Property will be subject to certain restrictions and public access requirements all as described in a Grant Agreement between the Grantor and the Land and Community Heritage Investment Program recorded at the Rockingham County Registry of Deeds herewith.

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report with the original on file with the Grantee and a copy provided to the Grantor and with additional copies provided to the Third Party 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 conservation and protection of open spaces, particularly the conservation of the productive forest land of which the Property consists and of the wildlife habitat thereon including wetland, vernal pool, upland, and aquatic habitat; and
- B. The enlargement and enhancement of nearby conservation land that includes, but is not limited to, the following conservation properties: the abutting Town of Atkinson owned approximately 94-acre Sawmill Swamp Town Forest and the abutting approximately 60-acre Sawmill Ridge Open Space property; and
- C. The protection of the quality of ground water, aquatic habitat, and surface water resources on and under the Property which are all within the watershed of Hog Hill Brook, Spickett River and the Merrimack River; and the protection of the ecological integrity of the Property’s approximately two and sixty-two hundredths (2.62) acres of wetlands and vernal pools and the nearby West Sawmill Swamp Prime Wetland system;

and

- D. The protection of the natural wildlife habitats on the Property including the wetland, vernal pool, and upland habitats thereon including approximately fourteen and six tenths (14.6) acres of "Supporting Landscape" as determined by the NH Fish & Game Department's 2020 Wildlife Action Plan and the protection of a three and eight-tenths (3.8) acre portion of a regionally significant "Wildlife Connectivity Corridor" as identified in the 2019 report "Connect the Coast"; and
- 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.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2015 Master Plan of the Town of Atkinson which in its Future Land Use Chapter states, "Open space consists of wildlife habitat, natural resources, scenic views, and forests. Open Space preservation is supported in several ways by the town: Direct purchase of land and conservation easements; Use of general funds as available and consideration of bonds to leverage federal, state and private funds. . .";

and with the "Land Conservation Plan for the Merrimack River Watershed of New Hampshire" which identifies approximately fifteen and two-tenths (15.2) acres of the Property as "High Scoring";

and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources";

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

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 residential, industrial or commercial activities, except maple sugaring and the incidental sale of forest products removed during wildlife habitat management activities conducted in accordance with this Easement.
- B. Trees and other vegetation may only be cut or removed for the purposes of conservation, trail construction and maintenance, and wildlife habitat management, subject to the requirements of Section 2.C. below. Further, there shall be no activities that damage or destroy known or documented occurrences of rare species or exemplary natural communities.

Notwithstanding the above, the Grantor may cut trees and other vegetation to maintain the boundary of the Property or for public safety purposes without being subject to Section 2.C., below.

C. All management activities on the Property shall be:

- i. consistent with the Purposes of this Easement, as set forth in Section 1 above;
- ii. conducted in accordance with the following stewardship goals:
 - maintenance or enhancement of natural habitat values found on the Property;
 - protection of fragile or highly erodible soils and maintenance of soil productivity;
 - protection of water quality, aquatic habitat, and the ecological integrity of wetlands, vernal pools, and riparian zones;
 - conservation of scenic quality and recreational access and trails;
 - protection of significant or fragile natural areas, exemplary natural communities, and rare, threatened and endangered species, including their habitats;
 - protection of unique historic and cultural features;
 - conservation of native plant and animal species; and
 - public access for passive, noncommercial outdoor recreational and noncommercial outdoor educational activities
- iii. in accordance with the following riparian buffer zones which shall apply to those areas within and adjacent to wetlands, vernal pools, perennial streams and rivers, hereinafter referred to collectively as “water body or water bodies.” Streams and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Wetlands and vernal pools shall include any wetlands shown on National Wetland Inventory maps, documents/plans that include wetland delineations with said wetland delineations prepared by a licensed soils or wetlands scientist,

Town wetland inventory maps, NH GRANIT land cover maps, or other sources mutually agreed to by the Grantor and Grantee. A map entitled "Water Resources-Buffer Zones Map", included in the Baseline Documentation Report, designates the approximate locations of the water bodies and riparian buffer zones.

- a. Riparian buffers zones shall include one hundred (100) feet from each side of a water body and shall be expanded as necessary to encompass all vegetative communities with slopes greater than 35%, or soils classified as highly erodible that are adjacent to the water body.
 - b. The distance of the riparian buffer shall be measured from the edge of the normal high water mark of the water body. In areas where there are wetlands contiguous to a stream or river the riparian buffer shall be measured from the upland edge of the wetland.
 - c. There shall be no tree cutting activities, soil disturbance, vegetation cutting and removal, or application of herbicides or pesticides within the water body and the riparian buffer zone as defined above. The Grantor may request permission from the Grantee to conduct any of the before stated activities for wildlife habitat improvement purposes, trail construction or maintenance, construction of wildlife viewing platforms and maintaining the view from said platforms, or to meet other specific natural resource or ecological goals (e.g., invasive species removal). For wildlife habitat improvements, trail construction or maintenance, or improvements for natural resource or ecological goals, the Grantor must submit the request to the Grantee and Third Party Holder as part of the Stewardship Plan or an amendment thereto. For the construction of wildlife viewing platforms, the Grantor shall submit the request to the Grantee as a written plan with scaled drawings indicating the location, size, materials, vegetation to be impacted by the platform and viewing zone, and access to the viewing platform. The Grantee shall first consult with the Third Party Holder and either approve, deny, or approve with conditions the request at their sole discretion.
 - d. No new roads or log landings shall be constructed within riparian buffer zones, except in circumstances where complying with this provision may result in a greater overall negative environmental impact or would preclude reasonable access to areas for wildlife habitat improvement work or to meet other specific natural resource or ecological goals (e.g., invasive species removal). Existing roads and trails, as identified by the Baseline Documentation Report, may be retained and maintained. Skid trails and log landings shall be kept to the minimum reasonably necessary for tree removal. Any roads, trails, skid trails, and log landings within a riparian buffer zone shall be designed and maintained to minimize degradation of water quality and aquatic habitat.
- iv. supervised by a licensed professional forester, certified wildlife biologist or by other persons qualified in accordance with Section 2.C.vi.a. herein if said activities involve the cutting and/or removal of trees;

- v. 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. 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;
- vi. conducted in accordance with a written Stewardship Plan (the “Stewardship Plan”), as set forth in Section 2.C.vi.(a – d) below.
 - a. The Stewardship Plan shall be consistent with this Easement, prepared by a licensed professional forester, certified wildlife biologist or other qualified person. Any person other than a licensed professional forester or certified wildlife biologist shall only be considered qualified under this Easement if approved in advance and in writing by the Grantee. The Stewardship Plan shall have been prepared not more than ten years prior to the date any significant management activity, such as timber harvesting for the purposes of wildlife habitat management, is expected to commence. Stewardship Plans prepared more than 10 years prior to commencement of such significant management activity shall have been reviewed and updated by a licensed professional forester, certified wildlife biologist or other person qualified in accordance with Section 2.C.vi.a. herein at least sixty (60) days prior to such commencement.
 - b. The Stewardship Plan shall specifically address at least the following elements:
 - The long-term protection of the Purposes for which this Easement is granted, as described in Section 1 above;
 - A statement that the management objectives are consistent with the Purposes of this Easement and the goals set forth in Section 2.C.ii. herein;
 - Property specific management goals and objectives;
 - A boundary map with access roads, trails, and cover types;
 - A description of the natural features of the Property, including land cover, topography, soils, geology, wetlands, vernal pools, streams and ponds, wildlife habitat features;
 - Identification of plant and wildlife species and natural communities of conservation concern, and how management shall enhance, or avoid detrimental impacts to, said plants, wildlife and natural communities;
 - Public access locations and allowed educational and recreational uses;
 - Recommended management prescriptions; and
 - Recommended schedule for implementation of management prescriptions, including a schedule for boundary, road and trail maintenance.

- c. At least thirty (30) days prior to management activities that involve the cutting and/or removal of trees, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, certified wildlife biologist or other person qualified in accordance with Section 2.C.vi.a. hereof, that such Stewardship Plan has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the Stewardship Plan to Grantee within ten (10) days of such request, but acknowledges that the Stewardship Plan's purpose is to guide management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
 - d. Prior to conducting management activities that involve tree cutting and removal or new trail construction, in those areas proposed for said activities the riparian buffers shall be clearly marked by a licensed professional forester or other qualified person approved in advance and in writing by the Grantee.
- D. There shall be no agriculture, other than maple sugaring, conducted on the Property.
- E. 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 be deemed to violate this provision.
- F. 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 the conservation, wildlife habitat management, maple sugaring, outdoor recreational uses, or outdoor educational uses on the Property, which may include but shall not be limited to: permeable roads, fences, bridges, culverts, viewing areas and platforms, landings, ramps, trails, boardwalks or sheds; and
 - b. Do not cause the total impervious surface coverage of the Property to exceed one percent (1%) of the Property's overall size, or 0.154 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, impervious surfaces not in place year-round, 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, which approval shall be granted or withheld in its sole discretion. 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. Any disapproval shall specify the reasons therefor.
 - iii. Notwithstanding the above provisions of this Section 2.F., 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, tower or aircraft landing area.
- G. 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 conservation, wildlife habitat management, outdoor recreational uses, or outdoor educational uses of the Property; and
 - ii. 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 then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
 - iii. 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.

- H. No outdoor advertising structures shall be displayed on the Property except as desirable

or necessary in the accomplishment of the conservation, wildlife habitat management, outdoor recreational uses or outdoor educational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed thirty (30) square feet in size, and no sign shall be artificially illuminated.

- I. There shall be no mining, quarrying, excavation, or removal (hereinafter referred to as "Extractive Activities") of surface or subsurface materials including but not limited to hydrocarbons, rocks, minerals, gravel, sand, topsoil, or other similar materials (hereinafter referred to as "Extractive Materials") on, under, or from the Property, unless Extractive Activities will have a limited and localized impact on the Property and shall not be irretrievably destructive of or detrimental to the Purposes of this Easement, and all of the following conditions are met:
 - i. Said Extractive Activities shall be undertaken in furtherance of improvements made pursuant to and consistent with the provisions of Sections 2.A., B., C., F., G., and/or H., above, and in accordance with relevant Best Management Practices;
 - ii. No Extractive Materials shall be removed from the Property, except with advance written approval of the Grantee after the Grantee has determined, in its sole discretion, that said removal is not detrimental to the Purposes of this Easement;
 - iii. Said Extractive Activities shall be limited to specific Extraction Zone(s) approved in accordance with Section 2.I.(viii.) below, with opportunity for said zone(s), once initially established, to be relocated from time to time by mutual agreement of the Grantor and the Grantee, but only after a finding by the Grantee in its sole discretion that the proposed new location and configuration of said zone(s) are no more detrimental to the Purposes of this Easement than the established zone(s) proposed to be relocated; and, further, only if said relocation does not convey impermissible private benefit;
 - iv. The maximum cumulative footprint of the Extractive Zones with exposed soil at any one time shall not exceed one percent (1%) of the Property's overall size;
 - v. Said Extractive Activities shall not significantly diminish the Property's productive capacity and ecological functions, including soil productivity, nor significantly diminish the Property's potential future permitted uses;
 - vi. Said Extractive Activities shall not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities;
 - vii. Following the cessation of Extractive Activities at any given Extractive Zone on the Property, the Grantor shall restore such zone(s) to a natural vegetated condition and

appearance in conformance with all governmental laws, ordinances, rules, and regulations, including but not limited to the requirements of U.S. Treasury Regulations at 1.170A-14(g)(4)(i), as may be amended from time to time;

- viii. At least forty-five (45) days prior to the initial commencement or site preparation for Extractive Activities in any Extractive Zone or to designate a new or relocated Extractive Zone, the Grantor shall give the Grantee written notice of the commencement of said activities or the desire to designate an initial Extractive Zone(s). Said notice shall include a detailed description of the proposed activities (hereinafter the "Extraction Plan") including but not limited to the type(s) and volume(s) of said Extractive Materials to be mined, quarried, excavated, and/or removed from the Property; the proposed uses of said materials; the source and location of said Extractive Materials within the Property; the size and location of the Extractive Zone; the timing, duration, and frequency of said Extractive Activities; and a plan for restoring the extraction zone following the cessation of Extractive Activities. No Extractive Zones shall be located within any water body or riparian buffer zone, as defined in Section 2.C.(iii). The Grantee shall have thirty (30) days from receipt of the Grantor's Extraction Plan to evaluate said plan and approve, approve with conditions, or disapprove the same, at the Grantee's sole discretion. Said approval or disapproval shall be based on whether the proposed Extraction Plan meets all of the above conditions of this Section 2.I., and said approval shall not to be unreasonably withheld. Any disapproval shall specify the reasons therefor. Once an Extraction Plan is approved by the Grantee, the Grantor does not need to notify the Grantee of individual instances of extraction activities within said zone so long as said activities are within the parameters of the Extraction Plan.
- J. There shall be no dumping, injection, burning, or burial on the Property of man-made materials or materials then known to be environmentally hazardous.
- K. 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, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- L. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Section 3.D. below.
- M. 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.
- N. 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

- A. The Grantor shall have the right to relocate and maintain trails for pedestrian and non-motorized, low impact outdoor recreational and/or outdoor educational 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.A is the right to install benches, trail signage, bridges, culverts and other improvements commonly associated with recreational trail usage, including viewing areas, landings and ramps.
 - iv. The Grantor shall notify the Grantee in writing at least thirty (30) days before relocating existing trails.
- B. 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.
- C. 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 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.

- D. 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, conservation, wildlife habitat management, outdoor recreation management, outdoor education management, and to control or remove non-native or invasive species. This provision is an exception to Section 2.L., above.
- E. 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. Except for any obligations set forth herein, 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 and Third Party Holder shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

- B. Grantee shall have the right to place, maintain, and replace signs on the Property as follows:
- i. Signs and/or boundary markings (e.g., blazes) to facilitate inspection of the Property and to identify the Property as conservation land protected by the Grantee, said signs or boundary markings located along the Property's boundaries with each sign not exceeding thirty (30) square inches in size.
 - ii. Signs to identify to the public that the Property is conserved land and to recognize funding entities who contributed funding toward the conservation of the Property, as may be required. Said signs shall be located at a visible location on the Property, said location to be mutually agreed upon by the Grantor and Grantee. The Grantee shall be responsible for ensuring that said sign(s) conform with applicable local, state, and federal regulations and shall bear the cost of installation.

7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Epping, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the parties agree to bypass mediation or mediation does not resolve the disagreement, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.
- D. Notwithstanding the availability of mediation to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary

injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

- E. In the event of a dispute involving the Third Party 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 or Third Party Holder 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 or Third Party Holder of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's or Third Party Holder's rights hereunder. No delay or omission by the Grantee or Third Party Holder in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

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

10. NOTICES

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

11. SEVERABILITY

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

12. EXTINGUISHMENT & CONDEMNATION

- A. 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 Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 12.C. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement. 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 both Grantor and Grantee 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.

- 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 and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. The amount of the proceeds to which the Grantee shall be entitled shall be determined in accordance with Section 12.C. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement.
- C. Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Sections 12.A and 12.B above, shall have a fair market value which shall be determined by an appraisal prepared by a qualified appraiser as of the time of said extinguishment or condemnation. The balance of the amount recovered, after payment of any expenses, shall be divided between the Grantor and the Grantee in proportion to the fair market value, as determined by the appraisal, of their respective interests in that part of the Property extinguished or condemned. The Grantee, and the Third Party Holder agree the portion of damages recovered that are attributed to the Easement shall be divided as follows: the Grantee's interest shall be ten percent (10%) and the State of New Hampshire acting through the New Hampshire Department of Environmental Services (Third Party Holder) interest shall be ninety percent (90%).

13. AMENDMENT

Grantor and Grantee 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 and Grantee 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 Third Party 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 or Third Party Holder to consider or negotiate any proposed amendment. Any amendment shall be executed by the Grantor and the Grantee and the Third Party 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.

14. HOLD HARMLESS

The Grantor shall release, hold harmless, defend, and indemnify the Grantee 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.

15. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity by the State of New Hampshire, such immunity being hereby specifically reserved. If the interests held by the State of New Hampshire herein are assigned or transferred to a qualified party other than the State of New Hampshire or agency thereof, as allowed by Section 9.B above, this provision "Sovereign Immunity" shall not apply to the assignee or transferee.

16. GENERAL DISCLAIMER

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

17. NO MERGER

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

18. 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.

19. 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.

20. ENVIRONMENTAL WARRANTY

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee and Third Party Holder against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation will not be affected by any authorizations or approvals provided by Third Party Holder or Grantee to Grantor with respect to the Property. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this 2nd day of August, 2023.

By: [Signature]
Printed Name: ERIK J. MEYERS

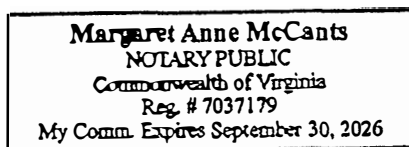
Title: VICE PRESIDENT
Duly Authorized

Date: AUGUST 2, 2023

COMMONWEALTH
STATE OF VIRGINIA

COUNTY OF ARLINGTON, ss.

On this 2nd day of AUGUST, 2023, before me personally appeared ERIK J. MEYERS, VICE PRESIDENT of The Conservation Fund, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.



[Signature]
Notary Public/Justice of the Peace
My commission expires: SEPT. 30, 2026

ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: 
Brian Hart

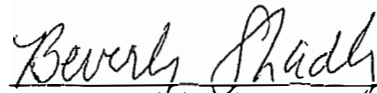
Title: Executive Director
Duly Authorized

Date: 06/27/2023


STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 27th day of June, 2023, before me personally appeared **Brian Hart, Executive Director of the Southeast Land Trust of New Hampshire**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

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

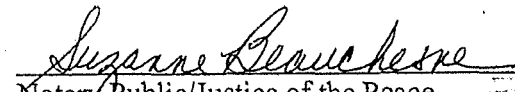

Notary Public/~~Justice of the Peace~~
My commission expires: 3/3/26

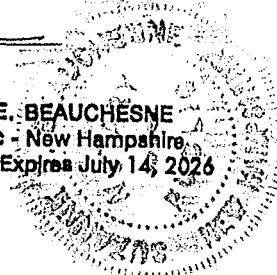
THIRD PARTY HOLDER ACCEPTED: STATE OF NEW HAMPSHIRE


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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

On this 25th day of July, 2023, before me personally appeared **Robert R. Scott**, Commissioner of the New Hampshire Department of Environmental Services, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his free act and deed for the purposes therein contained.


Notary Public/Justice of the Peace
My commission expires: **SUZANNE E. BEAUCHESNE**
Notary Public - New Hampshire
My Commission Expires July 14, 2026



APPENDIX A

The "Property" subject to this Easement is that tract of unimproved land, consisting of approximately 15.4 acres, situated along the northerly side of Knightland Road in the Town of Atkinson, County of Rockingham, State of New Hampshire and shown as Map 18, Lot 40 on a survey plan entitled "Plan of Boundary Survey Property of Deborah Lang, Trustee, Deborah Lang Revocable Trust of 2015, 21 Knightland Road, Atkinson, NH 03811", dated April 11, 2022, Scale 1" = 100', prepared by Dennis D. McKenney, New England Forestry Consultants, Inc. and recorded at the Rockingham County Registry of Deeds on May 4, 2022 as Plan D-43295, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Knightland Road; said point being the southerly corner of land now or formerly of Robert and Anne Canniff; thence running N 15° 45' 23" E along land of said Canniff a total distance of 298.72 feet to an iron pipe; thence running N 74° 17' 46" W a total distance of 304.83 feet to a rebar; thence running N 16° 53' 17" E along a stone wall a distance of 204.78 feet to a drill hole; thence running N 17° 03' 54" E along a stone wall and land of Centerview Hollow Land Company a distance of 464.39 feet to a drill hole; thence running N 16° 53' 20" E along said stone wall and land of Centerview Hollow Land Company a distance of 370.97 feet to a drill hole in a stone wall; thence running S 85° 58' 18" E along a stone wall and land of Centerview Hollow Land Company a distance of 185.94 to a drill hole; thence running S 85° 59' 26" E along said stone wall and land of Centerview Hollow Land Company a distance of 213.95 feet to a drill hole; thence running S 85° 02' 10" E said stone wall and land of Centerview Hollow Land Company a distance of 119.03 feet to a drill hole in a stone wall; thence running S 7° 52' 25" W along a stone wall a distance of 280.86 feet to an iron pipe at land of the Town of Atkinson; thence running S 7° 56' 29" W along a stone wall and land of Town of Atkinson a distance of 273.15 feet to a drill hole; thence running S 9° 16' 46" W along a stone wall and land of the Town of Atkinson a distance of 76.63 feet to a drill hole; thence running S 3° 07' 57" W along a stone wall and land of Town of Atkinson a distance of 35.37 feet to a drill hole; thence running S 6° 27' 05" W along a stone wall and land of Town of Atkinson a distance of 48.62 feet to a drill hole; thence running S 9° 34' 08" W along a stone wall and land of Town of Atkinson a distance of 137.53 feet to a drill hole; thence running S 2° 48' 37" W a distance of 43.51 feet to a drill hole; thence running S 9° 45' 50" W land of Town of Atkinson a distance of 127.70 feet to a drill hole; thence running S 10° 24' 40" W along a stone wall and land of Town of Atkinson a distance of 130.58 feet to a drill hole at land now or formerly of Shane and Michelle Keating, Trustees; thence running N 74° 10' 59" W along land of said Keating, Trustees a distance of 325.58 feet to a rebar; thence running S 15° 45' 09" W a total distance of 298.67 feet to a point on the northerly side of Knightland Road; thence running N 74° 15' 46" W along Knightland Road a distance of 49.95 feet to the point of beginning. Said Lot to contain 671,230 sq.ft. or 15.4 acres, more or less.

SUBJECT TO a utility easement to Exeter and Hampton Electric Company as described in the deed dated March 31, 1976 and recorded in Book 2255, Page 1605 of the Rockingham County Registry of Deeds.

MEANING AND INTENDING to convey a portion (conservation easement) of the premises conveyed to The Conservation Fund by Warranty Deed of Deborah Lang, Trustee of the Deborah Land Revocable Trust of 2015, dated November 18, 2022 and recorded at Book 6453, Page 835.

Not homestead property of the Grantor.

APPENDIX B

Legal Documents

Deed, survey, and baseline condition documents

Once recorded, return to:

Town of Atkinson
19 Academy Avenue
Atkinson, NH 03811



RECORDING	42.00
SURCHARGE	2.00

TT: Exempt

WARRANTY DEED

The Conservation Fund, a non-profit corporation incorporated under the laws of the State of Maryland, having an address of 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 for consideration paid grant to **The Town of Atkinson, a municipality incorporated under the laws of the State of New Hampshire**, having an address of 19 Academy Avenue, Atkinson NH 03811 to be acquired under the authorization of New Hampshire RSA 36-A, and RSA 477:45 to be held and administered under the terms of said chapters under the supervision and control of the Atkinson Conservation Commission, and furthermore to be managed as permanent woodland and wildlife habitat in perpetuity, with Warranty Covenants, the following:

A certain tract or parcel of land located in Atkinson, Rockingham County, New Hampshire being shown as Map 18, Lot 40 on a plan of land entitled "Plan of Boundary Survey, Land of Deborah Lang, Trustee, Deborah Lang Revocable Trust of 2015, 21 Knightland Road, Atkinson, New Hampshire, 03811" dated April 11, 2022, prepared by Dennis D. McKenney, New England Forestry Consultants, Inc. and recorded with the Rockingham County Registry of Deeds as Plan No. D-43295 and containing 15.4 +/- acres according to said Plan, as more particularly described in Exhibit A attached hereto.

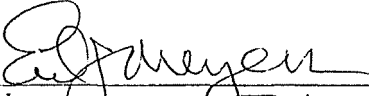
Meaning and intending to describe and convey the same premises conveyed to The Conservation Fund by Deborah Lang, Trustee of the Deborah A. Lang Revocable Trust of 2015, dated November 17, 2022 and recorded with the Rockingham County Registry of Deeds at Book 6453, Page 835.

This is not homestead property of any person.

Pursuant to RSA 78-B:2,I this conveyance is exempt from New Hampshire Real Estate transfer tax as it is a conveyance to a municipality and is also exempt from the LCHIP surcharge pursuant to RSA 478:17-g, II(a)

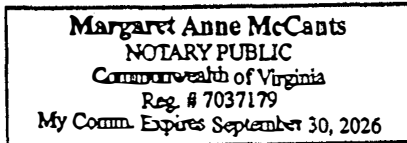
The Property was acquired by the Grantor in part with a \$118,000 financial assistance grant awarded through the New Hampshire Land and Community Heritage Investment Program pursuant to New Hampshire RSA 227-M, which award places continuing obligations on Grantee and restrictions on Grantee's use of the Property as described in a Grant Agreement recorded on near or same date with the Rockingham County Registry of Deeds. This Grant Agreement has been assigned from the Grantor to the Grantee through an Assignment of Grant Agreement attached hereto as Exhibit B. Pursuant to RSA 227-M:14, the Property shall be held in public trust. No deviation in the uses of the Property to uses or purposes not consistent with the intent of NH RSA 227-M shall be permitted, and the sale, transfer, conveyance, or release of this Property from public trust is prohibited, except as provided in NH RSA 227-M:13. Pursuant to RSA 227-M:15, the Property shall be open in perpetuity for passive recreational purposes by members of the public, and subject to more restrictions and conditions specifically set forth in the Grant Agreement.

Executed this 2nd day of AUGUST, 2023


Name ERIK J. MEYERS
Title VICE PRESIDENT

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

The foregoing instrument was acknowledged before me this 2nd day of
AUGUST, 2023, by ERIK J. MEYERS known to me or
satisfactorily proven to be the person whose name is subscribed above as her free act and deed.



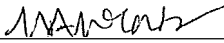

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

A certain parcel or tract of unimproved land, consisting of approximately 15.4 acres, situated along the northerly side of Knightland Road in the Town of Atkinson, County of Rockingham, State of New Hampshire and shown as Map 18, Lot 40 on a survey plan entitled "Plan of Boundary Survey Property of Deborah Lang, Trustee, Deborah Lang Revocable Trust of 2015, 21 Knightland Road, Atkinson, NH 03811", dated April 11, 2022, Scale 1" = 100', prepared by Dennis D. McKenney, New England Forestry Consultants, Inc. and recorded at the Rockingham County Registry of Deeds on May 4, 2022 as Plan D-43295, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Knightland Road; said point being the southerly corner of land now or formerly of Robert and Anne Canniff; thence running N 15° 45' 23" E along land of said Canniff a total distance of 298.72 feet to an iron pipe; thence running N 74° 17' 46" W a total distance of 304.83 feet to a rebar; thence running N 16° 53' 17" E along a stone wall a distance of 204.78 feet to a drill hole; thence running N 17° 03' 54" E along a stone wall and land of Centerview Hollow Land Company a distance of 464.39 feet to a drill hole; thence running N 16° 53' 20" E along said stone wall and land of Centerview Hollow Land Company a distance of 370.97 feet to a drill hole in a stone wall; thence running S 85° 58' 18" E along a stone wall and land of Centerview Hollow Land Company a distance of 185.94 to a drill hole; thence running S 85° 59' 26" E along said stone wall and land of Centerview Hollow Land Company a distance of 213.95 feet to a drill hole; thence running S 85° 02' 10" E said stone wall and land of Centerview Hollow Land Company a distance of 119.03 feet to a drill hole in a stone wall; thence running S 7° 52' 25" W along a stone wall a distance of 280.86 feet to an iron pipe at land of the Town of Atkinson; thence running S 7° 56' 29" W along a stone wall and land of Town of Atkinson a distance of 273.15 feet to a drill hole; thence running S 9° 16' 46" W along a stone wall and land of the Town of Atkinson a distance of 76.63 feet to a drill hole; thence running S 3° 07' 57" W along a stone wall and land of Town of Atkinson a distance of 35.37 feet to a drill hole; thence running S 6° 27' 05" W along a stone wall and land of Town of Atkinson a distance of 48.62 feet to a drill hole; thence running S 9° 34' 08" W along a stone wall and land of Town of Atkinson a distance of 137.53 feet to a drill hole; thence running S 2° 48' 37" W a distance of 43.51 feet to a drill hole; thence running S 9° 45' 50" W land of Town of Atkinson a distance of 127.70 feet to a drill hole; thence running S 10° 24' 40" W along a stone wall and land of Town of Atkinson a distance of 130.58 feet to a drill hole at land now or formerly of Shane and Michelle Keating, Trustees; thence running N 74° 10' 59" W along land of said Keating, Trustees a distance of 325.58 feet to a rebar; thence running S 15° 45' 09" W a total distance of 298.67 feet to a point on the northerly side of Knightland Road; thence running N 74° 15' 46" W along Knightland Road a distance of 49.95 feet to the point of beginning. Said Lot to contain 671,230 sq.ft. or 15.4 acres, more or less.

SUBJECT TO a utility easement to Exeter and Hampton Electric Company as described in the deed dated March 31, 1976 and recorded in Book 2255, Page 1605 of the Rockingham County

Registry of Deeds.

SUBJECT TO a Conservation Easement to Southeast Land Trust of New Hampshire recorded herewith.

MEANING AND INTENDING to convey the same premises conveyed to The Conservation Fund by Warranty Deed of Deborah Lang, Trustee of the Deborah Land Revocable Trust of 2015, dated November 18, 2022 and recorded at Book 6453, Page 835.

Exhibit B

Assignment of Grant Agreement

Reference is made to a Grant Agreement dated August 16, 2023 and recorded at the Rockingham County Registry of Deeds immediately prior hereto between the **NEW HAMPSHIRE LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM**, a nonprofit corporation and public instrumentality of the State of New Hampshire with a mailing address of 3 North Spring Street, Suite 100, Concord, State of New Hampshire, 03301 ("LCHIP") and **THE CONSERVATION FUND**, a non-profit corporation, having an address of 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 ("TCF").

The Grant Agreement paragraph entitled "Transfer to a Qualified Entity" permits TCF as the "Recipient" to assign and transfer its rights and obligations under the Grant Agreement to **THE TOWN OF ATKINSON**, a municipality, having an address of 19 Academy Avenue, Town of Atkinson, County of Rockingham, State of New Hampshire, 03811 (the "Town").

This assignment also covers the "Grant Obligations" outlined in the Grant Agreement recorded immediately prior hereto.

With LCHIP's approval as certified through the signature below from a duly authorized representative of LCHIP, TCF hereby assigns and transfers all its rights and obligations under the Grant Agreement and the attached Project Agreement to the Town, and the Town hereby accepts all rights and responsibilities associated with the Grant Agreement. TCF shall have no further obligations associated with the Grant Agreement.

In Witness Whereof, we have hereto set our hands on this 2nd day of August, 2023.

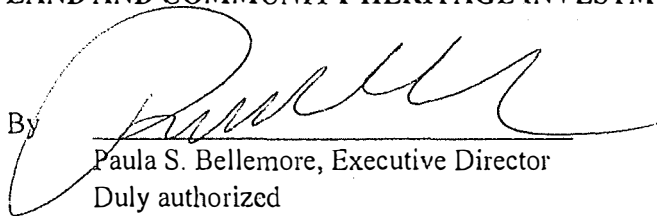
COUNTERPARTS

This instrument may be executed in three counterparts, one of which may be retained by TCF, one of which may be retained by LCHIP, and the other to be retained by the Town. In the event of any disparity between the counterparts produced, the counterpart retained by TCF shall in all cases govern.

APPROVED BY THE NEW HAMPSHIRE

LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By

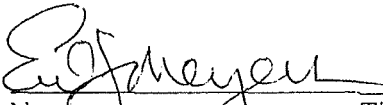


Paula S. Bellemore, Executive Director
Duly authorized

Date

8/16/2023

ASSIGNMENT FROM THE CONSERVATION FUND

By 
Name ERNE MEYERS Title VICE PRESIDENT Date AUGUST 2, 2023
Duly Authorized

ACCEPTANCE OF ASSIGNMENT BY THE TOWN OF ATKINSON

By: Paul Wainwright
Paul Wainwright, Chair
Atkinson Conservation Commission
Duly Authorized

Aug 23, 2023
Date

NOTES

- This plan is based on a theodolite/EDMI and Trimble Pathfinder Geo 7x GPS receiver survey conducted during April, 2022 by Dennis D. McKenney, LLS and Hunter D. Payeur, SIT of NEFCo, Bennington, NH. Error of closure for the traverse: 1:26,758.
- All deed and plan references are Rockingham County Registry of Deeds, 10 Route 125, Brentwood, NH. Probate references, if any, are Rockingham County 10th Circuit Probate Court, 10 Route 125, Brentwood, NH.
- Size and description of found monuments recorded in field notes.
- Monuments shown as Rebar (set) are 3/4" x 40" rebar driven solid with 12" +/- exposed and topped with a plastic cap stamped "DDM LLS 691" and were set on or before 12/31/2021.
- Abutters shown hereon are as of 4/7/2022, RCRD.
- Property shown hereon is subject to Current Use Assessment, see Volume 4471 Page 580--2005.

NOTES (continued)

- The line 'A' - 'B' is described in Volume 338 Page 238--1848 as "...thence running southeasterly by land now owned by Ezekiel Little as the wall now stands..." This is a scrivener's error in the 1848 deed; the line in question is correctly described as "northwesterly". Applying the correct direction to this line allows the 1848 description of the property to close. A prior description of this property, see 269/103--1833, describes the line 'A' - 'B' as "...west by Ezekiel Little and wall to a wall ...". Both old deeds describe the property in a counter-clockwise direction.
- The current deed, see 5676/413--2015, correctly identifies the property shown hereon as a portion of those described in 338/238--1848 with the caveat that the description does not close due to a 'patent error.'
- The purpose of this plan is to show the metes and bounds of the area owned by the Deborah Lang Revocable Trust of 2015, which constitutes the remainder of the land described in 338/238--1848. This property is identified by the Town of Atkinson as Map 18 Lot 40, and is shown hereon by precise metes and bounds running in a clockwise direction. The metes and bounds shown hereon are consistent with the historic description of the property to the extent these descriptions overlap and this survey corrects for the 'patent error' identified in preceding deeds.
- Lots 18 & 20 as shown on Plan C-10,466 RCRD are subject to an easement benefitting Tax Map 18 Lot 40 where the three parcels abut Knightland Road.

Units: US Survey Feet
Observed Magnetic North, April 2022

Map 17 Lot 53
Centerview Hollow Land Company
45 Cowbell Circle
Atkinson, NH 03811
5394/2249--2013 &
5887/2988--2018
Plan: D-37,363 & 41,167

Map 17 Lot 53
Centerview Hollow Land Company
45 Cowbell Circle
Atkinson, NH 03811
5394/2249--2013 &
5887/2988--2018
Plan: D-37,363 & 41,167

Map 18 Lot 82
Town of Atkinson
off Knightland Road
Atkinson, NH 03811
3418/798--1999
Tract 1: Tilton Lot

Map 18 Lot 83
Town of Atkinson
off Knightland Road
Atkinson, NH 03811
2285/147--1977

Map 18 Lot 81
William A. & Elsie D. Bould
15 Knightland Road
Atkinson, NH 03811
5893/2942--2018
Plan D-39,565

Map 18 Lot 36
David M. & Stacy Kiley
17 Knightland Road
Atkinson, NH 03811
4978/1008--2009
Plan: D-4,169 Lot 16

Map 18 Lot 37
Robert & Anne Conniff
19 Knightland Road
Atkinson, NH 03811
2957/346--1992
Plan: D-4,169 Lot 18

Map 18 Lot 27
Chad W. & Lisa M. Oliver
18 Knightland Road
Atkinson, NH 03811
5383/2425--2012
Plan: D-4,169 Lot 21

Map 18 Lot 26
Michael A. & Bette Castricone
20 Knightland Road
Atkinson, NH 03811
3869/2807--2002
Plan: D-4,169 Lot 23

Map 18 Lot 39
Shane & Michelle Keating,
Trustees
Shane & Michelle Keating
Revocable Trust
19 Knightland Road
Atkinson, NH 03811
5802/1422--2017
Plan: D-4,169 Lot 22

Map 18 Lot 84
Town of Atkinson
Knightland Road
Atkinson, NH 03811
3418/798--1999
Tract 2: Grover Land

(formerly Map 18 Lot 2
formerly Brown & Lang
see 5875/490--2018)
now Map 13 Lot 87
n/f Midlands Investment, LLC
Main Street
Atkinson, NH 03811
Plan: D-40,531

- LEGEND
- Granite Bound or Post (found)
 - Iron Pipe/Pin/Drill Hole/Rebar
 - Utility Pole
 - Stone wall
 - Barbed wire fence
 - utility lines
 - n/f now or formerly

TAX MAP REFERENCE

Map 18 Lot 40

OWNER OF RECORD

Deborah Lang, Trustee
Deborah Lang Revocable Trust of 2015
P O Box 480
South Sutton, NH 03273

TITLE REFERENCE

Volume 5676 Page 413--2015

PLAN REFERENCE

D-4169--remaining land

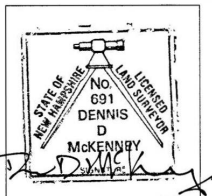
ZONING DISTRICT

02-RR-2 R20-Residential

Plan of Boundary Survey
Property of
Deborah Lang, Trustee
Deborah Lang Revocable Trust of 2015
21 Knightland Road
Atkinson, NH 03811
Scale: 1" = 100' (1" = 30.28 meters)
April 11, 2022

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.
Date: 5.2.2022 (RSA 676:18 III)

Dennis D. McKenney
Licensed Land Surveyor

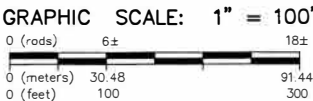


Revision Date	Description
5.2.2022	--edited for clarity at request of RCRD

I hereby certify that this map and survey has been made under my supervision. The month of the survey was April, 2022. All monuments set on or before 4/9/2022.

5.2.2022
Date

Dennis D. McKenney
Surveyor, LLS #691



Prepared by
Dennis D. McKenney, LLS NH #691
New England Forestry Consultants, Inc.
569 North Bennington Road
Bennington, NH 03442-4505
603-586-2638 Voice and Fax
E-mail: dmckenney@newforestryconsultants.com

D-43295
Register of Deeds, Rockingham County
LCRP
PLAN
Roads: 25.00
PLAN
26.00

Print Date: 4/22/2022

**The Conservation Fund
Conservation Easement
Atkinson, New Hampshire**

Baseline Documentation Report

Prepared By:

Southeast Land Trust of New Hampshire
247 North River Road • Epping, NH 03042

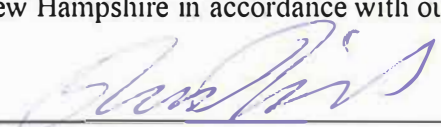
July 2023

Affidavit of Documentation Preparer

I, Shaun Dillon, Conservation Coordinator for the Southeast Land Trust of New Hampshire, prepared this Baseline Documentation Report for The Conservation Fund Conservation Easement located at 21 Knightland Road in Atkinson, Rockingham County, New Hampshire. My qualifications include completion of graduate level course work in the field of Biology and training on the subject of Baseline and Baseline Documentation Reports. The Southeast Land Trust deemed me qualified to prepare this report.

Having reviewed the proposed Conservation Easement deed, the Rapid Ecological Assessment report, ARM Fund Application Assessment and the ARM Management/Stewardship Plan 2023, Amanda Hollenbeck— SELT's Easement Stewardship Manager and I visited the Easement Property on April 26, 2023. Paul Wainwright, Chair of Atkinson Conservation Commission, and I visited the Easement Property on May 9, 2023. I took documenting photographs at key sites on the Property. I also prepared a narrative and produced maps to represent the Property's condition. I undertook these activities to document the site's condition at the time of Easement conveyance and in relation to the Easement terms. This documentation summarizes existing knowledge and is not necessarily a comprehensive representation of the Property's conservation values and features.

This report consists of forty-four (44) pages, including the cover page, this *Affidavit of Documentation Preparer*, the narrative entitled *Conservation Easement Baseline Documentation and Acknowledgement of Property Condition*, seven maps, a description of photographs, and forty-three photographs. Copies of this report are being provided to the Grantor, the Town of Atkinson and the New Hampshire Department of Environmental Services (NHDES). The original report, including original digital photo files, is on file with the Southeast Land Trust of New Hampshire in accordance with our Policy on Records Management.

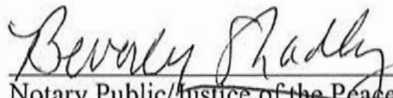

Shaun Dillon
Conservation Coordinator
Southeast Land Trust of New Hampshire

June 29, 2023
Date

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham, ss.

On this 29th day of June, 2023, before me personally appeared **Shaun Dillon**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed for the purposes therein contained.

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


Notary Public/Justice of the Peace
Name: Beverly Shadley
My Commission Expires:

3/3/26

Grantor Initials: LD
Grantee Initials: AK NHDES Initials: EPN

Conservation Easement Baseline Documentation and Acknowledgement of Property Condition

(To satisfy Section 1.170A-14(g)(5) of the federal tax regulations)

Grantor:

The Conservation Fund
1655 North Fort Myer Drive, Suite 1300
Arlington, VA, 22209

Grantee:

Southeast Land Trust of New Hampshire
247 North River Road
Epping, NH 03042

3rd Party Right of Enforcement:

State of New Hampshire, acting through
Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

Easement Deed: Recorded at the Rockingham County Registry of Deeds as Book ____ Page ____

Property Location: Atkinson Tax Map 18 Lot 40 (2022)

Survey plan recorded at the Rockingham County Registry of Deeds as D-43295

Road: Knightland Road

Town/County: Rockingham

Land Acreage & Types: 15.4 acres

89% Forest

11% Forested Wetland

Maximum allowed impervious surface: 0.154 acres/ 6,712 square feet

Existing impervious surface: 0.0 acres/ 0 square feet

Project Type:


This project was a collaboration between the former landowner, Deborah Lang, the Town of Atkinson (the Town), The Conservation Fund (TCF) and SELT. Deborah Lang was working with the Town of Atkinson to conserve the land, but could not wait for the grant timeline before selling the Property. TCF stepped in as a conservation buyer and purchased the Property from Lang while the Town and TCF applied for, and received, funding from the NHDES Aquatic Resource Mitigation Program (ARM). Further funding was also granted from the Land and Community Heritage Investment Program (LCHIP) program and these funds were applied to the fee purchase price rather than the conservation easement (CE). The remaining funds for the project came from the Town's Conservation Fund. The ARM program requires the property be permanently conserved with a CE and thus the Town enquired if SELT would hold a CE. At closing on the CE the land will be conveyed from TCF to the Town. The land will be managed as part of the abutting Sawmill Swamp Town Forest and this tract will be named "The Lang parcel". The Property has guaranteed public access requirements due to the LCHIP funding, and these requirements contained in the deed conveying the Property from TCF to the Town. The annual monitoring report must be provided to DES and LCHIP.

Condition of Land:

The Property is in good condition with a slightly rolling topography across a glacial till landscape. The Property is contiguous with roughly 315 acres of conservation land, directly abutting the 94-acre Sawmill Swamp Town Forest and the 60-acre Sawmill Ridge Cluster Open Space. These factors give the Property good conservation context and connectivity to other conserved land.

Grantor Initials: 

Grantee Initials: 

NHDES Initials: 

Baseline Narrative

Page 1 of 8

Conservation Easement Baseline Documentation and Acknowledgement of Property Condition The Conservation Fund Easement

Habitat-

The Property is primarily forested, with some wetlands in the form of forested swamps and vernal pools. It is part of the upland and swamp complex which surrounds the approximately 150-acre Sawmill Swamp. There is dense residential development in the area, but despite this, the Sawmill Swamp remains a high-quality swamp and marsh complex due to its unfragmented condition, intact wetland buffers, and wildlife corridors that maintain connections between this area and surrounding natural lands.

This habitat is located within an approximately 380-acre unfragmented forest block mapped by SELT after removing new fragmentation from the NHFG Department forest block mapping.

The Natural Heritage Bureau has recorded state Endangered Blanding's turtle on the Property and has records of the following species occurring within one mile of the Property: state Endangered Blanding's turtle (S1) and state Threatened Spotted turtle (S2).

The Rapid Ecological Assessment noted the occurrence or likely occurrence of wood frog, fisher, bobcat, black bear and the uncommon hairy pinesap on or near the Property.

The Property has important wildlife habitat values according to the New Hampshire Fish & Game Department (NHFG) Wildlife Action Plan (2020) which indicates 14.6 acres is "Supporting Landscape" (see Baseline Wildlife Habitat Quality Map). This ranking is likely due in part to the property's forest and wetland habitats connectivity to Sawmill Swamp.

Further, the Property's importance for wildlife is documented by its inclusion in several conservation plans, including (see Baseline Conservation Plans Map):

- Fifteen and two-tenths (15.2) acres ranked High Scoring and two-tenths (0.2) acres ranked Higher Scoring for land conservation in Merrimack Valley Regional Conservation Plan (Society for the Protection of NH Forests, 2014).
- Three and eight-tenths (3.8) acres lie within a - Wildlife Connectivity Corridor identified in "Connect The Coast: Linking Wildlife Across New Hampshire's Seacoast and Beyond" (The Nature Conservancy, 2019).

Water Resources-

The entire property lies within the Lower Spicket River watershed, with most of the Property draining to the west and northeast, and eventually to Hog Hill Brook. Roughly a quarter of the Property, in the southeastern corner, drains to the southeast and then directly to Sawmill Swamp.

The ARM Fund Application Wetland Assessment and the Rapid Ecological Assessment documented 10 wetland units in 7 main areas on the Property, totaling approximately one and eight-tenths (1.8) acres. Of these wetlands, 3 were confirmed as vernal pools and 3 were possible vernal pools (see Map Ref. # 1, 2, 3, 8-11, 14, 15, 40-42, 44). The vernal pool in the center of the Property is a deepwater (>1.5m) basin and scored a perfect 10 for ecological integrity and the southeastern wetland scored exceptionally high (9) for ecological integrity. The boundary wetlands along the western and northern boundary on the other hand are influenced by run-off from Knightland Road and the adjacent Sawmill Ridge subdivision, which compromise the water quality resulting in abundant iron bacteria and unusually high amounts of algae in the water column.

Grantor Initials:

HT

Grantee Initials:

QAC

NHDES Initials:

QPN

Baseline Narrative
Page 2 of 8

**Conservation Easement Baseline Documentation
and Acknowledgement of Property Condition
The Conservation Fund Easement**

There are approximately seven hundred and twenty (720) feet of intermittent streams and affiliated wetlands on the Property (see Map Ref. # 13, 38).

The wetlands were not delineated in the field but were approximated with Lidar imagery and 2-foot contour mapping as well as color infrared aerial photographs. Thus, they should not be relied upon for any jurisdictional determinations.

Forest Resources-

There are approximately thirteen and seven-tenths (13.7) acres of forested uplands on the Property and the productive forest soils are shown on the Baseline Soils Map. The Forest Soils Classifications are as follows:

- Group 1A Forest Soils: 0.6 acres
- Group 1B Forest Soils: 13.8 acres
- Group 2B Forest Soils: 1.1 acres

There is no record or other evidence that the land has been commercially harvested since the 1800s, and the upland forest is predominantly Appalachian Oak-Pine Forest (see Map Ref. #'s 4, 11, 14, 15, 16, 25, 26, 35, 37, 38, 39, 43) and Dry Appalachian Oak Forest (see Map Ref. #'s 6, 7, 41, 42), whereas the forested wetlands are predominantly Red Maple-Sensitive Fern Seepage Swamps (see Map Ref. #'s 2, 3, 13).

The conservation easement, due to specific requirements of the NHDES ARM program, places further restrictions through Forestry riparian buffer zones within 100 feet of wetlands (see "Water Resources – Buffer Zone Map"). The CE further restricts the cutting or removal of tress and other vegetation for the purposes of conservation, trails and wildlife habitat management.

Agricultural Resources-

There are no current agricultural activities on the Property and the conservation easement only allows for maple sugaring.

Scenic and Recreational Resources-

The Property has an interconnected network of well-maintained trails (see Map Ref. #'s 1, 5-7, 31, 32, 35-37, 42-44 and the Baseline Cover Type Map) that provide a means to easily traverse and enjoy the Property. The trails are maintained by the Town of Atkinson and are accessed from the adjacent trails and trailhead on Sawmill Swamp Town Forest.

The Grantor reserves the right to relocate and maintain trails for pedestrian and non-motorized, low impact outdoor recreational and/or outdoor educational activities.

Cultural, Historical, and/or Archeological Resources-

The Property contains no known cultural, historic, or archeological resources.

Buildings, Structures, Improvements and Disturbances on Property:

This Property contains no known structures, dwellings, towers, utilities or barns.

Grantor Initials:

LT

Grantee Initials:

QJA

NHDES Initials:

EPN

Baseline Narrative
Page 3 of 8

**Conservation Easement Baseline Documentation
and Acknowledgement of Property Condition
The Conservation Fund Easement**

Buildings, Structures, Improvements-

Trails:

- There are approximately three thousand eight hundred and eighty-five (3,885) feet of approximately two to four (2-4) foot wide dirt trails on the Property with a surface of dirt and leaf litter. These enter the Property from abutting properties (see Map Ref. #'s 1, 5-7, 31, 32, 35-37, 42-44). Note that the southeasternmost trail cutting through the wetland (see Map Ref. #'s 1, 32) is not sanctioned by the Town and they intend to close it. Also, the trail looping down into the abutting property (see Map Ref # 31) will likely be re-routed so it stays on the Property.

Gravel Pit(s) / Erosion-

There were no gravel pits or signs of erosion on the Property. No formal Extractive Zone are identified at present, but must be so prior to any Extractive Activities, as required by the conservation easement.

Dump(s) / Pollution-

The Phase I Environmental Site Assessment report from Abenaki Environmental Services did not find any recognized environmental conditions on the Property. The report found some pressure treated wood which it recommended be removed and it was confirmed at the baseline site visit that the wood has been removed by the Town.

There were two (2) areas of debris found:

- Near the northwestern corner and the western boundary are small amounts of, likely wind-blown, plastic and paper trash (see Map Ref. # 12).
- In the central portion of the Property are two (2) approximately four by three (4x3) and two by three (2x3) pieces of rusted metal debris from an old car (see Map Ref. # 36)


Other conditions Pre-existing the Conservation Easement-


In the southwestern portion of the Property are some old wood planks nailed to a pine tree up to a height of approximately thirteen (13) feet. The planks appear old and their function is unknown (see Map Ref. # 16).

Condition of Boundaries & Access:

The Property's boundary is observed to be as depicted on the survey plan. The boundaries are not blazed but consists almost entirely of stone walls and there are boundary stakes along the southern boundary. The Property is best accessed via the Town Forest trails from the trailhead and parking at the eastern end of Knightland Road.

Grantor Initials: 

Grantee Initials: 

NHDES Initials: 

Baseline Narrative
Page 4 of 8

**Conservation Easement Baseline Documentation
and Acknowledgement of Property Condition
The Conservation Fund Easement**

Attachments:

1. USGS topographic map, showing approximate Property lines and nearby conservation lands
2. Aerial photograph, showing approximate Property lines
3. Soils map, showing approximate Property lines and soils of significance to the Property's protection
4. Water resources - Buffer Zones map, showing Property's wetlands, vernal pools and buffer zones around wetlands
5. Wildlife habitat quality map, based on New Hampshire Wildlife Action Plan data (2020)
6. Conservation Plans map, showing "Connect the Coast" Connectivity Corridor and Merrimack Valley Regional Conservation Plan
7. Land cover type map, showing Property's current uses and natural and disturbed land cover, key features, structures and improvements, boundaries, and approximate photograph locations and perspectives
8. Photographs, numbered to correspond with locations on land cover type map, and showing resources protected, structures and improvements, and other Property features
9. Copy of the recorded survey
10. NHB Report dated May 11th, 2023
11. By reference but not attached, Phase I Environmental Site Assessment dated October 10, 2022
12. By reference but not attached, ARM Fund Application Wetland Assessment dated May 2022
13. By reference but not attached, ARM Management/ Stewardship Plan 2023 dated April 21, 2023
14. By reference but not attached, Rapid Ecological Assessment report dated January 27, 2022

Three (3) signature pages and ten (10) attachments follow.

Grantor Initials:

MT

Grantee Initials:

BAF

NHDES Initials:

GRN

Baseline Narrative
Page 5 of 8

Signature Pages

In compliance with Section 1.170A-14(g)(5) of the federal tax regulations, the undersigned accept and acknowledge that the foregoing description of natural resources and other features, together with its attachments, is an accurate representation of the Property at the time of the conservation easement conveyance. The Grantor further certifies that if any of the documentation (information, exhibits, or photographs) was prepared in advance of the closing and date of execution of the conservation easement, the condition of the Property as depicted in this Report has not materially changed since the date of documentation. The Grantor and Grantee accept and acknowledge that the entirety of this Report is intended to aid in the enforcement of the conservation easement.

HT
Grantor, for The Conservation Fund, Duly Authorized

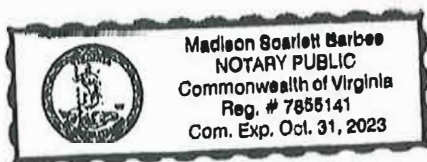
July 10, 2023
Date

Printed Name: Scott M. Tison

Title: Asst. Sec.

Commonwealth
STATE OF Virginia
COUNTY OF Bedford, ss.

On this 10 day of July, 2023, before me personally appeared Scott M. Tison, Assistant Secretary of The Conservation Fund, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.



Madison S. Barbee
Notary Public/Justice of the Peace
My Commission Expires: Oct. 31, 2023

**Conservation Easement Baseline Documentation
and Acknowledgement of Property Condition
The Conservation Fund Easement**



Grantee, for the Southeast Land Trust of NH:
Brian Hart, Executive Director

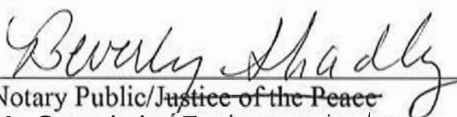


Date

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham, ss.

On this 27th day of June, 2023, before me personally appeared **Brian Hart**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed for the purposes therein contained.

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



Notary Public/~~Justice of the Peace~~
My Commission Expires: 3/3/26

**Conservation Easement Baseline Documentation
and Acknowledgement of Property Condition
The Conservation Fund Easement**

Robert R. Scott, Commissioner of the New Hampshire Department of Environmental Services hereby authorizes Emily Nichols to initial the pages of this Baseline Documentation Report on his behalf.




Third Party Holder, for the State of New Hampshire
Robert R. Scott, Department of Environmental Services

7/25/23

Date

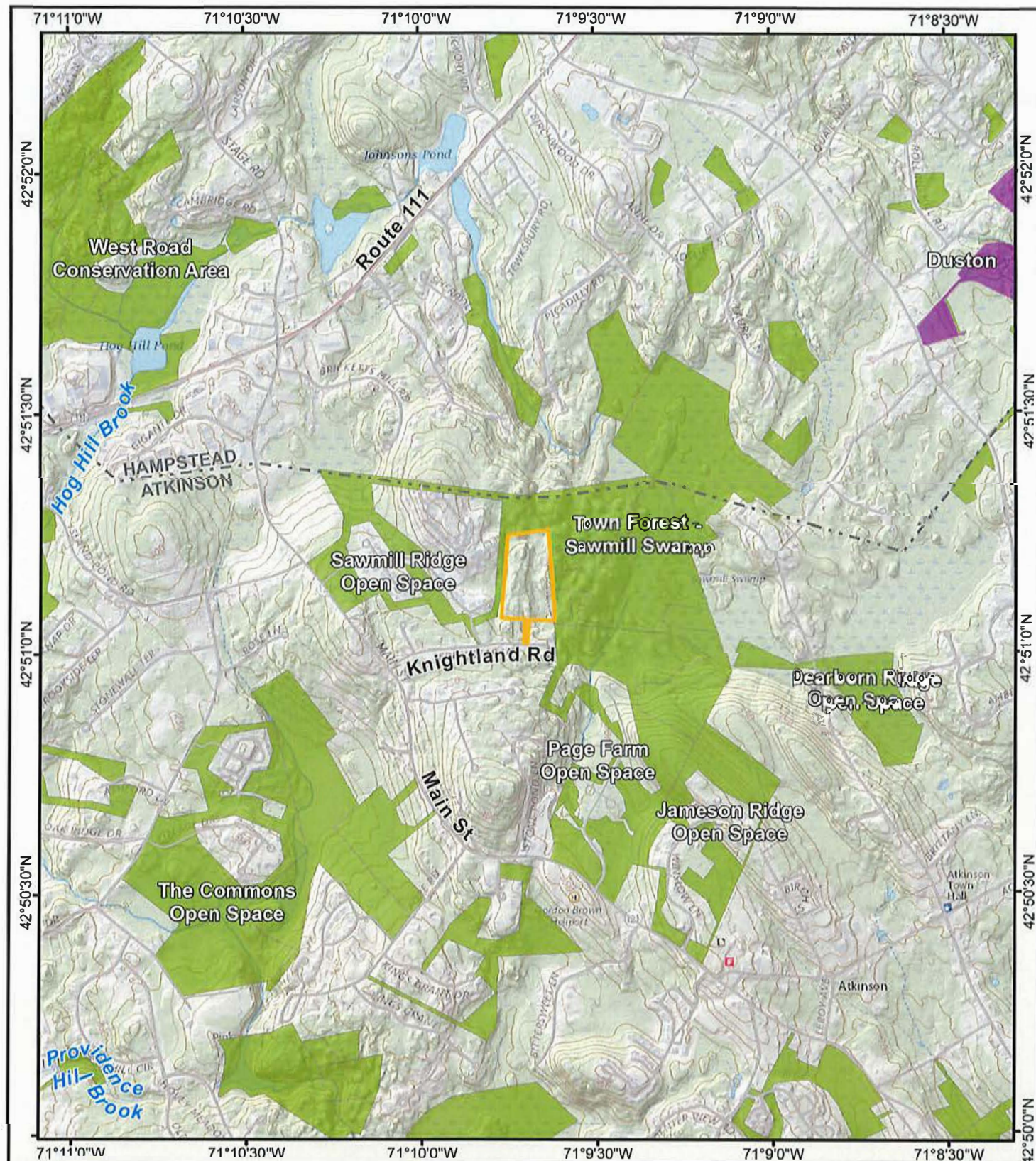
STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack ss.

On this 25th day of July, 2023, before me personally appeared **Robert R. Scott**, known to me, or satisfactorily proved, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed for the purposes therein contained.



Notary Public/Justice of the Peace
My Commission Expires:

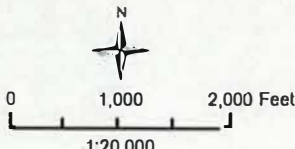
SUZANNE E. BEAUCHESNE
Notary Public - New Hampshire
My Commission Expires July 14, 2026



- Conservation Easement Boundary
- SELT Conservation Land
- Conservation & Public Land
- Town boundary

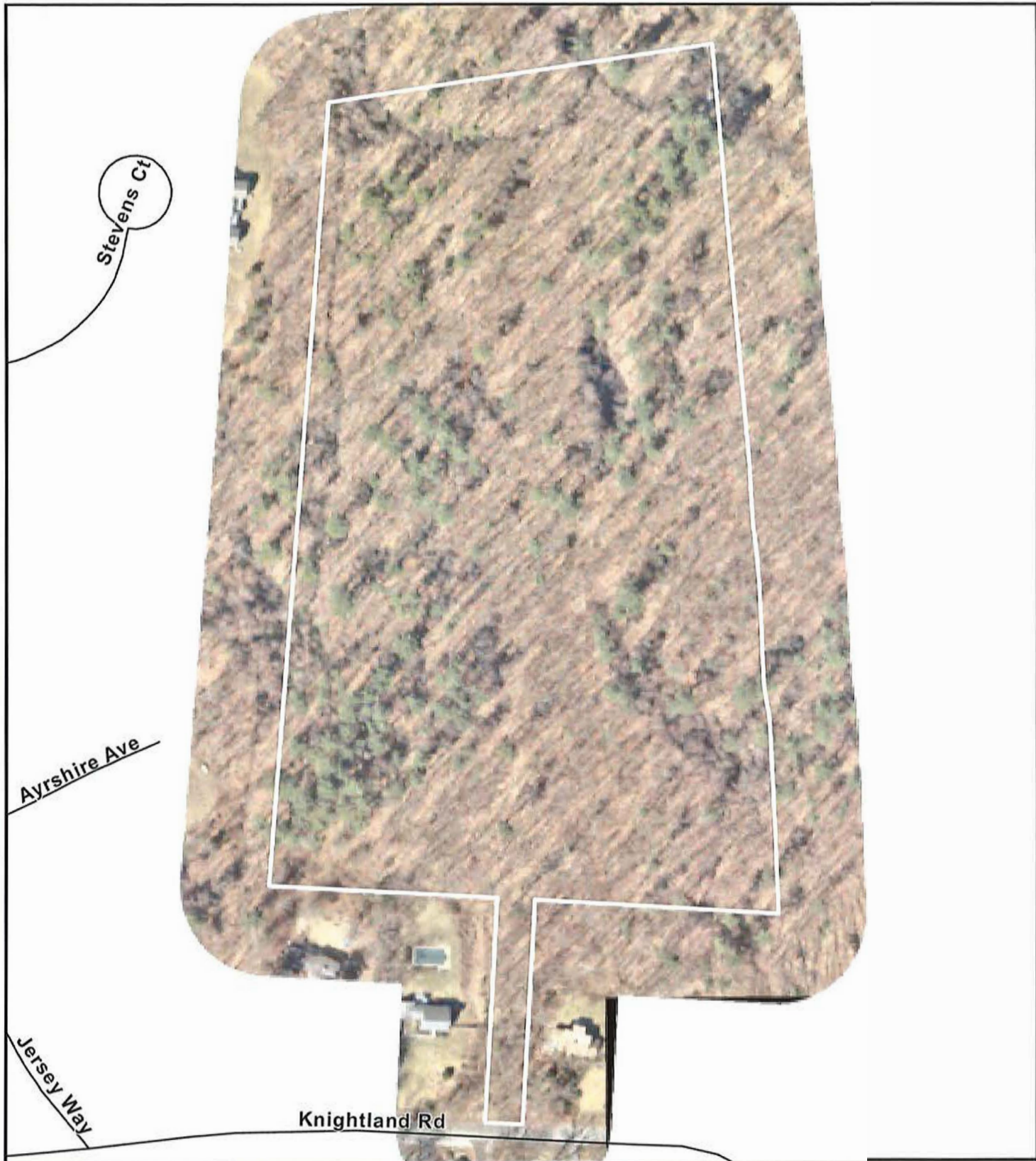
Grantor Initials:
 Grantee Initials: NHDES Initials:

Baseline Topographic Map The Conservation Fund Conservation Easement & Nearby Conservation Lands Atkinson, NH



Boundary and feature locations are approximate.
 Easement boundary based on property survey by Dennis D. McKenney, L.L.S., 2022 record of sale D-43295.
 Conservation lands from NH GRANIT. USGS topographic base map (2018) processed by NH GRANIT; coordinate system is NAD83 UTM Zone 19N meter s.
 Map prepared by Southeast Land Trust of NH May, 2023





Baseline Aerial Photograph
The Conservation Fund Conservation Easement
Atkinson, NH

Conservation
Easement
Boundary
— Road

Grantor Initials:

Grantee Initials:

NHDES Initials:



Boundary and feature locations are approximate.
Easement boundary based on property survey by
Dennis D. McKenney, LLS, 2022 recorded as D-43295.
0.5m resolution orthophoto taken 2023-04-09 by Nearmap.

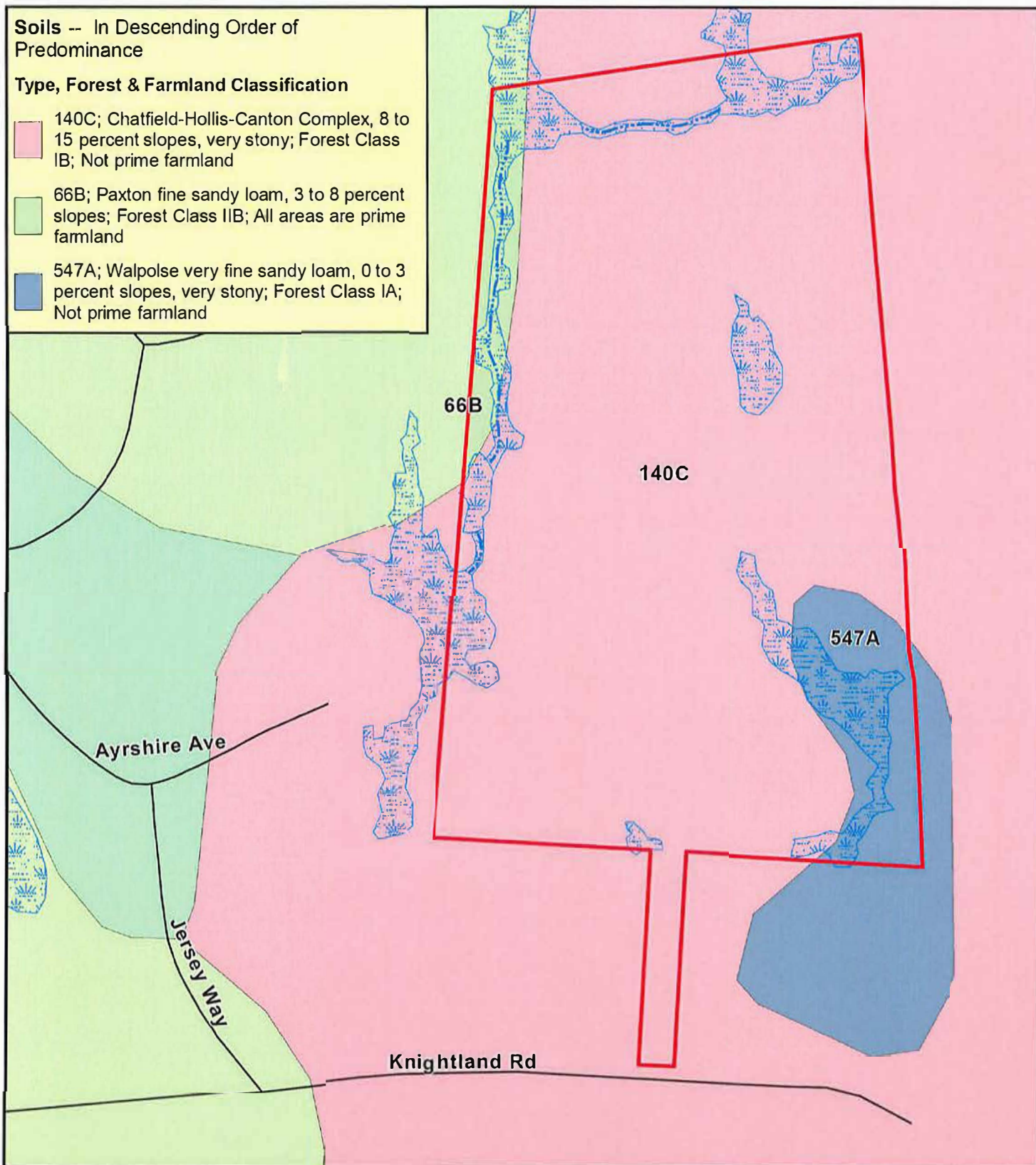
Map prepared by
Southeast Land Trust of NH
May, 2023



Soils -- In Descending Order of Predominance

Type, Forest & Farmland Classification

- 140C; Chatfield-Hollis-Canton Complex, 8 to 15 percent slopes, very stony; Forest Class IB; Not prime farmland
- 66B; Paxton fine sandy loam, 3 to 8 percent slopes; Forest Class IIB; All areas are prime farmland
- 547A; Walpole very fine sandy loam, 0 to 3 percent slopes, very stony; Forest Class IA; Not prime farmland



- Conservation Easement Boundary
- Wetland
- Intermittent Stream
- Road

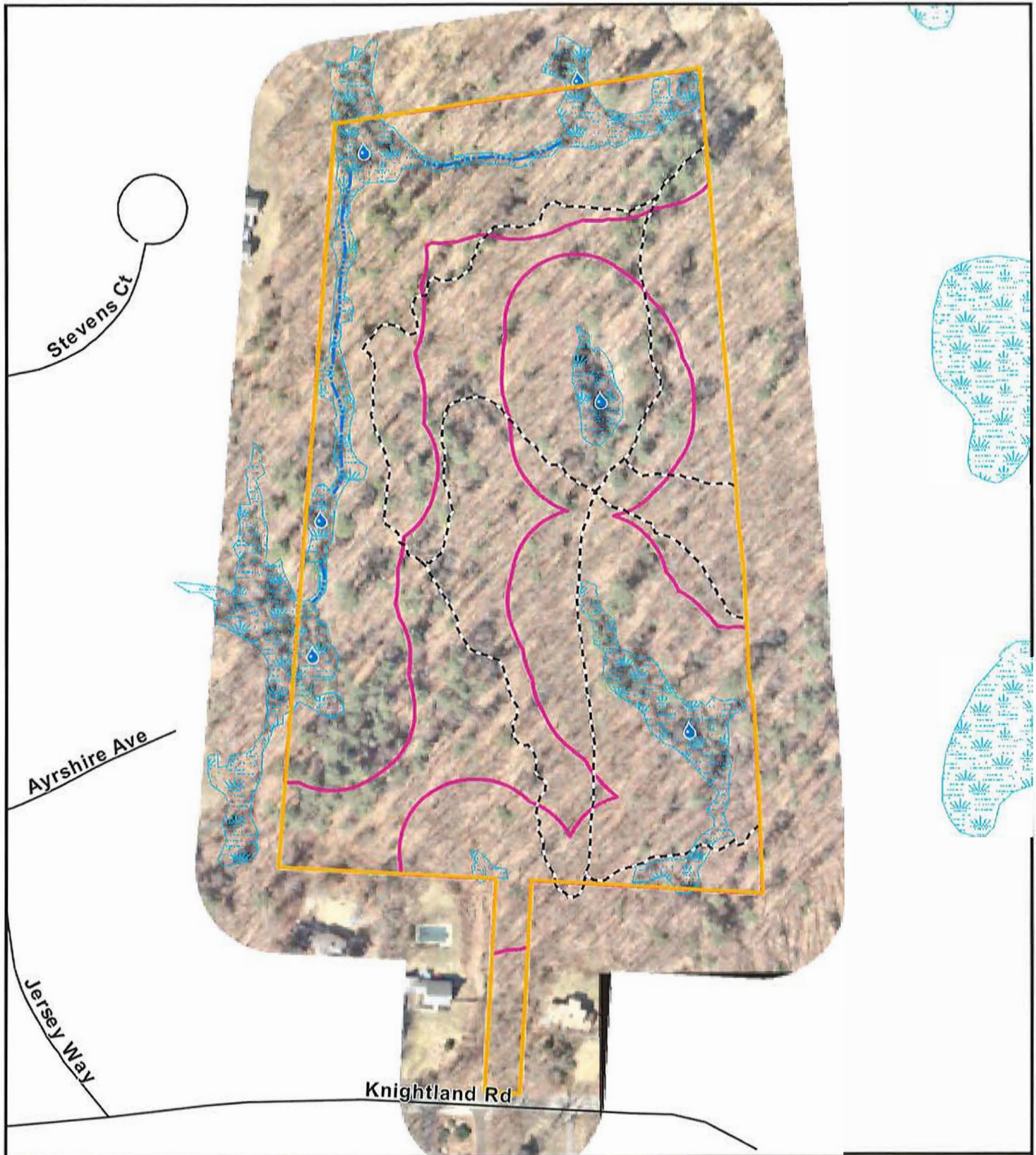
Baseline Soils Map
The Conservation Fund Conservation Easement
Atkinson, NH

Grantor Initials: LT
 Grantee Initials: CAF NHDES Initials: EN



Boundary and feature locations are approximate.
 Easement boundary based on property survey by Dennis D. McKenney, L.L.S.
 2022 recorded as D-43295. Roads from NHDOT. Wetlands from
 2022 ARM report from Ecosystem Management Consultants and
 streams from field visit and lidar interpretation. Soils data from
 USDA 1:24,000 Soil Survey Geographic (SSURGO).
 Map prepared by Southeast Land Trust of NH May, 2023





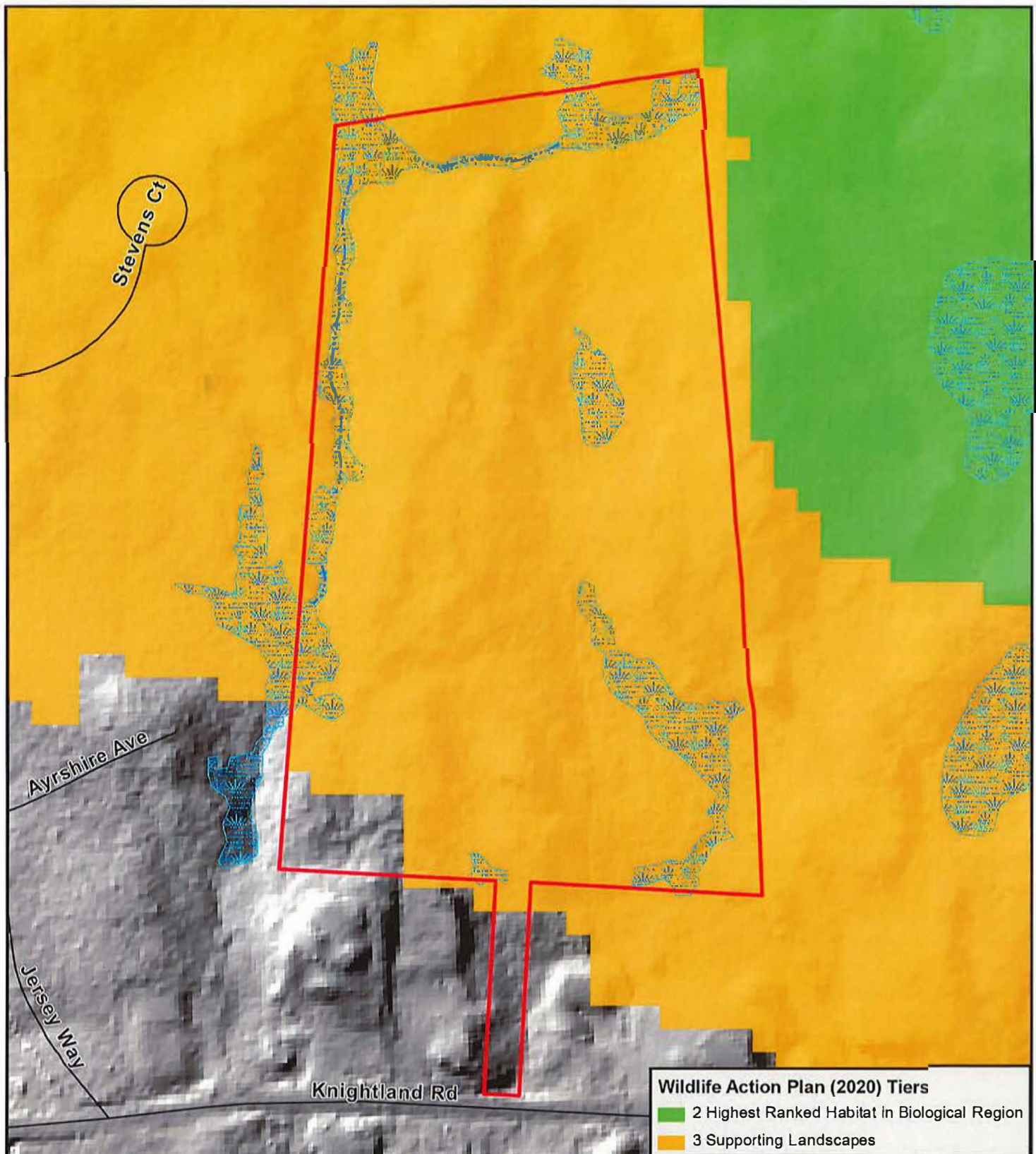
Baseline Water Resources - Buffer Zones Map **The Conservation Fund Conservation Easement** Atkinson, NH

- Conservation Easement Boundary
- Wetland 100 -ft. Buffer
- Wetland
- Intermittent Stream
- Vernal Pool
- Trail
- Road

Grantor Initials: LT
 Grantee Initials: CAF NHDES Initials: GN

Boundary and feature locations are approximate.
 Easement boundary based on property survey by Dennis D. McKenney, L.L.S.,
 2022 recorded as D-43295. Wetlands from 2022 ARM report from
 Ecosystem Management Consultants and streams from field visit
 and lidar interpretation, 0.5m resolution
 orthophoto taken 2023-04-09 by Nearmap
 Map prepared by Southeast Land Trust of NH May, 2023





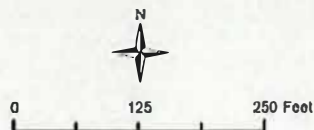
Wildlife Action Plan (2020) Tiers

- 2 Highest Ranked Habitat in Biological Region
- 3 Supporting Landscapes

- Conservation Easement Boundary
- Wetland
- Intermittent Stream

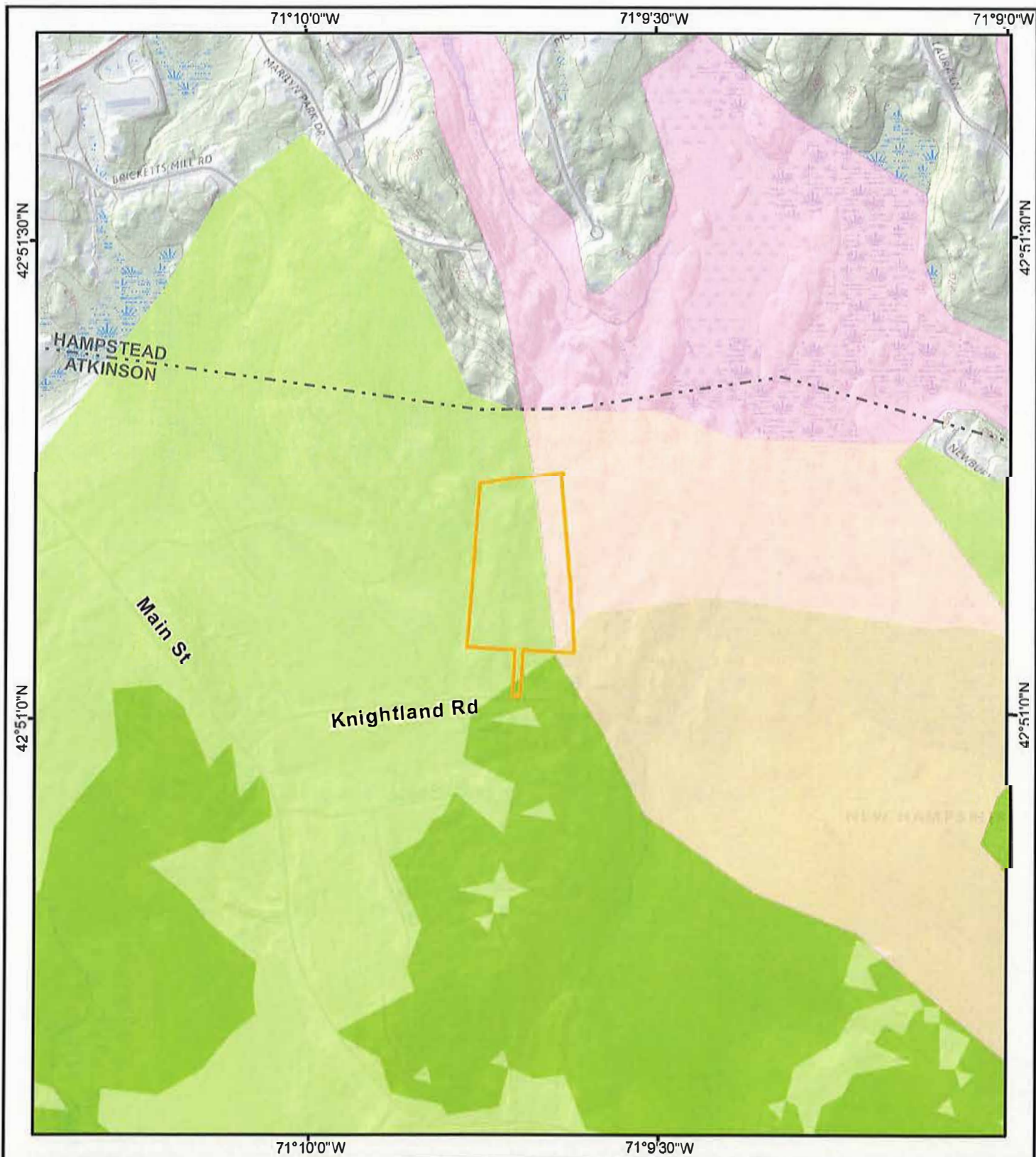
Baseline Wildlife Habitat Quality Map
The Conservation Fund Conservation Easement
 Atkinson, NH

Grantor Initials: LT
 Grantee Initials: SA NHDES Initials: EPN



Boundary and feature locations are approximate.
 Easement boundary based on property survey by Dennis D. McKenney, LLS, 2022 recorded as D-43295. Roads from NHDOT. Wetlands from 2022 ARM report from Ecosystem Management Consultants and streams from field visit and lidar interpretation.
 Map prepared by Southeast Land Trust of NH May, 2023





Conservation Easement Boundary

Connect The Coast

Wildlife Connectivity Corridor

Grantor Initials: *[Signature]*

Grantee Initials: *[Signature]* NHDES Initials: *[Signature]*

Merrimack Valley Regional Conservation Plan

Higher Scoring

High Scoring

--- Town boundary

Baseline Conservation Plans Map

The Conservation Fund Conservation Easement

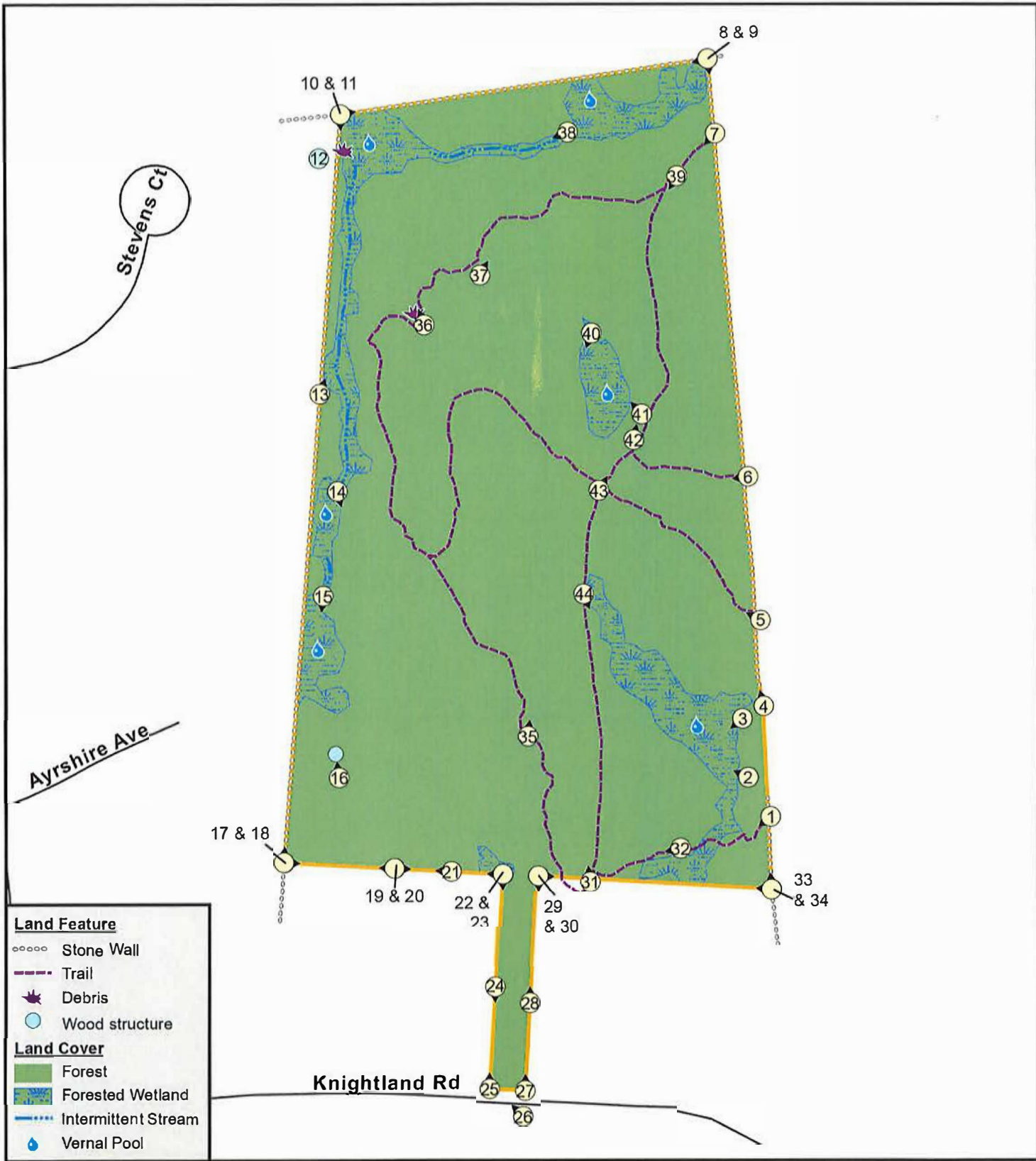
Atkinson, NH

0 400 800 Feet

1:10,000

Boundary and feature locations are approximate. Easement boundary based on property survey by Dennis D. McKenney, LLS, 2022 recorded as D-43295. Conservation lands from NH GRANIT. USGS topographic base map (2018) processed by NH GRANIT; coordinate system is NAD83 UTM Zone 19N meters. Map prepared by Southeast Land Trust of NH May, 2023

SELT



Baseline Cover Type Map
Showing Photograph Locations & Perspectives
The Conservation Fund Conservation Easement
Atkinson, NH

Boundary and feature locations are approximate.
 Easement boundary based on property survey by Dennis D. McKenney, LLS, 2022 recorded as D-43295. Roads from NHDOT. Wetlands from 2022 ARM report from Ecosystem Management Consultants and streams from field visit and lidar interpretation.

Map prepared by Southeast Land Trust of NH May, 2023

SELT

0 100 200 Feet

September 22, 2023

Grantor Initials: *[Signature]*

Grantee Initials: *[Signature]* NHDES Initials: *QPN*

Atkinson - Lang Parcel - ARM Management Plan

Appendix B

The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 1 **Date:** 4/26/2023

File Name: Photo: 1

photo_TCF_4/26/2023_(1)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 244

Latitude: 42.851425

Longitude: -71.160327

Description:

Standing at eastern boundary, looking southwest into Property at approx. 2 -ft. wide unsanctioned dirt trail entering Property. Note stone wall boundary in lower frame and that the trail passes through the confirmed vernal pool in center frame. Note good forest buffer around wetland. Also note that the Town intends to close this unsanctioned trail.



Map Ref.: 2 **Date:** 4/26/2023

File Name: Photo: 2

photo_TCF_4/26/2023_(2)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 310

Latitude: 42.851536

Longitude: -71.160451

Description:

Standing within southeastern portion of Property, looking northwest at confirmed vernal pool with good forest buffer of predominantly maple, pine, birch and oak.

Photos Taken By: Shaun Dillon

Grantor Initials

LIT

Grantee Initials

BAH

NHDES Initials

EDN

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
All photographs taken with Samsung Galaxy Tab A
All directions are relative to Magnetic North per survey plan of record

Page 1 of 22

The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 3 **Date:** 4/26/2023
File Name: Photo: 5
 photo_TCF_4/26/2023_(5)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 245
Latitude: 42.851762
Longitude: -71.160476
Description:
 Standing within southeastern portion of Property, looking southwest at black gum in confirmed vernal pool with good forest buffer and representative mature forest with pine, oak, maple and black gum.



Map Ref.: 4 **Date:** 4/26/2023
File Name: Photo: 4
 photo_TCF_4/26/2023_(4)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 2
Latitude: 42.851799
Longitude: -71.160365
Description:
 Standing at drill hole, looking north along stone wall boundary with Property in left side of frame. Note faintly painted drill hole in bottom center frame and representative mature forest with pine, oak and maple.

Photos Taken By: Shaun Dillon

Grantor Initials

Grantee Initials

NHDES Initials

[Handwritten signature]

[Handwritten initials]

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

Page 2 of 22

The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 5 **Date:** 4/26/2023

File Name: Photo: 6

photo_TCF_4/26/2023_(6)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 311

Latitude: 42.852138

Longitude: -71.16038

Description:

Standing at eastern boundary, looking northwest into Property at approx. 2 -ft. wide dirt trail entering Property. Note red blaze on tree in center right frame and stone wall boundary in lower frame.



Map Ref.: 6 **Date:** 4/26/2023

File Name: Photo: 7

photo_TCF_4/26/2023_(7)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 276

Latitude: 42.852664

Longitude: -71.160469

Description:

Standing at eastern boundary, looking west into Property at approx. 2 -ft. wide dirt trail entering Property. Note stone wall boundary in lower frame and left side of frame. Also note representative mature forest with oak, maple and pine and witch hazel understory.

Photos Taken By: Shaun Dillon

Grantor Initials

LT

Grantee Initials

SL

NHDES Initials

EPN

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
All photographs taken with Samsung Galaxy Tab A
All directions are relative to Magnetic North per survey plan of record

Page 3 of 22

The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 7 **Date:** 4/26/2023
File Name: Photo: 11
 photo_TCF_4/26/2023_(11)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 237
Latitude: 42.853994
Longitude: -71.160596
Description:
 Standing at eastern boundary, looking southwest into Property at approx. 3 -ft. wide dirt trail entering Property. Note stone wall boundary in lower frame and blazes on tree in top right frame. Also note representative mature forest with oak, maple and pine and witch hazel in understory.



Map Ref.: 8 **Date:** 4/26/2023
File Name: Photo: 12
 photo_TCF_4/26/2023_(12)
Photographer: Shaun Dillon
Location Method:
 GPS/Survey Interpretation
Orientation(°): 189
Latitude: 42.854259
Longitude: -71.160585
Description:
 Standing at drill hole corner, looking southerly along stone wall boundary with Property in right side of frame. Note confirmed vernal pool with good forest buffer in right side of frame.

Photos Taken By: Shaun Dillon

Grantor Initials

Kit

Grantee Initials

GA

NHDES Initials

EW

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 9 **Date:** 4/26/2023

File Name: Photo: 13

photo_TCF_4/26/2023_(13)

Photographer: Shaun Dillon

Location Method:

GPS/Survey interpretation

Orientation(°): 272

Latitude: 42.854302

Longitude: -71.16059

Description:

Standing at drill hole corner, looking westerly along stone wall boundary with Property in left side of frame. Note confirmed vernal pool with the Property providing good forest buffer in left side of frame. Also note faintly painted drill hole in bottom center frame and that trail in right side of frame is outside Property and there is a culvert, with upstream end near Property, under the trail but it is outside the Property and appears to be set too high to be functional.



Map Ref.: 10 **Date:** 4/26/2023

File Name: Photo: 15

photo_TCF_4/26/2023_(15)

Photographer: Shaun Dillon

Location Method:

GPS/Survey Interpretation

Orientation(°): 95

Latitude: 42.854069

Longitude: -71.162537

Description:

Standing at drill hole with iron rod in it, looking easterly along stone wall boundary with Property in right side of frame. Note possible vernal pool in right side of frame with good forest buffer.

Photos Taken By: Shaun Dillon

Grantor Initials

LT

Grantee Initials

ASH

NHDES Initials

EDN

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
All photographs taken with Samsung Galaxy Tab A
All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 11 **Date:** 4/26/2023
File Name: Photo: 16
 photo_TCF_4/26/2023_(16)
Photographer: Shaun Dillon
Location Method:
 GPS/Survey Interpretation
Orientation(°): 195
Latitude: 42.854067
Longitude: -71.162461
Description:
 Standing at drill hole with iron rod in it, looking southwest along stone wall boundary with Property in left side of frame. Note possible vernal pool in left side of frame with good forest buffer with mature oak, maple and pine. Also note faintly painted drill hole with flagged iron rod in, in bottom center frame.



Map Ref.: 13 **Date:** 4/26/2023
File Name: Photo: 17
 photo_TCF_4/26/2023_(17)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 33
Latitude: 42.853011
Longitude: -71.16267
Description:
 Standing near western boundary, looking northeast at intermittent stream with affiliated wetland with good forest buffer of predominantly mature oak, aspen, maple and some pine and witch hazel understory.

Photos Taken By: Shaun Dillon

Grantor Initials

LD

Grantee Initials

GH

NHDES Initials

EDN

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 14 Date: 4/26/2023

File Name: Photo: 18

photo_TCF_4/26/2023_(18)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 179

Latitude: 42.852638

Longitude: -71.162582

Description:

Standing within western portion of Property, looking south at possible vernal pool with good forest buffer of predominantly mature oak, maple, aspen and pine and witch hazel understory.



Map Ref.: 15 Date: 4/26/2023

File Name: Photo: 19

photo_TCF_4/26/2023_(19)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 202

Latitude: 42.852281

Longitude: -71.162632

Description:

Standing within western portion of Property, looking southwest at possible vernal pool with good forest buffer of predominantly mature oak, maple, birch, aspen and pine and witch hazel understory. Note wood frog egg mass was seen in the wetland just outside the Property.

Photos Taken By: Shaun Dillon

Grantor Initials

MT

Grantee Initials

GA

NHDES Initials

EPW

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A

All photographs taken with Samsung Galaxy Tab A

All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 16 **Date:** 4/26/2023
File Name: Photo: 20
 photo_TCF_4/26/2023_(20)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 7
Latitude: 42.851547
Longitude: -71.162583
Description:
 Standing within southwestern portion of Property, looking north at old wood planks nailed to pine tree up to a height of approx. 13 -ft. The planks appear old and their function is unknown. Note representative upland mature forest with predominantly pine and some oak and witch hazel understory.



Map Ref.: 17 **Date:** 4/26/2023
File Name: Photo: 21
 photo_TCF_4/26/2023_(21)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 18
Latitude: 42.851229
Longitude: -71.162843
Description:
 Standing at iron rod corner, looking northeast along stone wall boundary with Property in right side of frame.

Photos Taken By: Shaun Dillon

Grantor Initials

LT

Grantee Initials

GA

NHDES Initials

GRN

Shaun Dillon

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson Digital Baseline Photographs



Map Ref.: 18 Date: 4/26/2023

File Name: Photo: 22

photo_TCF_4/26/2023_(22)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 107

Latitude: 42.851331

Longitude: -71.162911

Description:

Standing at iron rod corner, looking southeast approx. along boundary with Property in left side of frame. Note orange capped iron rod in bottom center frame and approx. 5 -ft. high chicken wire fence in center frame reaches very close to boundary but not onto Property. It is likely this fence is shown erroneously as a barbed wire fence on the survey, but then recently moved off the Property.



Map Ref.: 19 Date: 4/26/2023

File Name: Photo: 23

photo_TCF_4/26/2023_(23)

Photographer: Shaun Dillon

Location Method:

GPS/Survey interpretation

Orientation(°): 287

Latitude: 42.851226

Longitude: -71.162296

Description:

Standing at iron pipe on southern boundary, looking northwest approx. along boundary with Property in right side of frame. Note approx. 5 -ft. high chicken wire fence in center frame reaches very close to boundary but not onto Property. It is likely this fence is shown erroneously as a barbed wire fence on the survey, but then recently moved off the Property. Also note orange painted iron pipe with wooden stake in and metal boundary marker with Town tag in bottom center frame.

Photos Taken By: Shaun Dillon

Grantor Initials

Grantee Initials

NHDES Initials

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
All photographs taken with Samsung Galaxy Tab A
All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 20 Date: 4/26/2023

File Name: Photo: 24

photo_TCF_4/26/2023_(24)

Photographer: Shaun Dillon

Location Method:

GPS/Survey Interpretation

Orientation(°): 107

Latitude: 42.851159

Longitude: -71.162297

Description:

Standing at iron pipe, looking southeast approx. along boundary with Property in left side of frame. Note lawn and approx. 5 -ft. high chicken wire fence in right side of frame is outside Property. It is likely this fence is shown erroneously as a barbed wire fence on the survey, but then recently moved off the Property. Also note orange painted iron pipe with wooden stake in and metal boundary marker with Town tag in bottom center frame.



Map Ref.: 21 Date: 4/26/2023

File Name: Photo: 25

photo_TCF_4/26/2023_(25)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 287

Latitude: 42.851204

Longitude: -71.162021

Description:

Standing approx. on southern boundary, looking northwest approx. along boundary with Property in right side of frame. Note lawn and small flags in left center frame are outside Property and there are remnants of approx. 5 -ft. high chicken wire fence just off Property in left side of frame. There are signs the fence used to extend into the Property, but most likely has recently been removed from the Property. It is likely this is the fence erroneously shown as a barbed wire fence on the survey.

Photos Taken By: Shaun Dillon

Grantor Initials

AT

Grantee Initials

GJA

NHDES Initials

9RW

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A

All photographs taken with Samsung Galaxy Tab A

All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 22 **Date:** 4/26/2023
File Name: Photo: 26
 photo_TCF_4/26/2023_(26)

Photographer: Shaun Dillon

Location Method:

GPS/Survey interpretation

Orientation(°): 287

Latitude: 42.851191

Longitude: -71.161763

Description:

Standing at iron pipe corner, looking northwest approx. along boundary with Property in right side of frame. Note boundary stake in center background and iron pipe with wooden stake in and metal boundary marker with Town tag in bottom center frame.



Map Ref.: 23 **Date:** 4/26/2023
File Name: Photo: 27
 photo_TCF_4/26/2023_(27)

Photographer: Shaun Dillon

Location Method:

GPS/Survey interpretation

Orientation(°): 195

Latitude: 42.851215

Longitude: -71.161641

Description:

Standing at iron pipe corner, looking southwest approx. along boundary with Property in left side of frame. Note iron pipe with wooden stake in and metal boundary marker with Town tag in bottom center frame. Also note that buildings in left and right side of frame are outside Property.

Photos Taken By: Shaun Dillon

Grantor Initials

LT

Grantee Initials

SH

NHDES Initials

SH

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

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Digital Baseline Photographs



Map Ref.: 24 **Date:** 4/26/2023
File Name: Photo: 28
 photo_TCF_4/26/2023_(28)
Photographer: Shaun Dillon
Location Method:
 GPS/Survey Interpretation
Orientation(°): 195
Latitude: 42.850719
Longitude: -71.161749
Description:
 Standing at iron rod on western boundary, looking southwest approx. along boundary with Property in left side of frame. Note orange capped iron rod in bottom center frame and that fence in right side of frame is outside Property.



Map Ref.: 25 **Date:** 4/26/2023
File Name: Photo: 29
 photo_TCF_4/26/2023_(29)
Photographer: Shaun Dillon
Location Method:
 GPS/Survey Interpretation
Orientation(°): 15
Latitude: 42.850358
Longitude: -71.161787
Description:
 Standing at iron rod corner, looking northeast approx. along boundary with Property in right side of frame. Note orange capped iron rod in bottom center frame. Also note representative forest with oak and some pine and witch hazel.

Photos Taken By: Shaun Dillon

Grantor Initials

SHD

Grantee Initials

SHD

NHDES Initials

EPN

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 26 **Date:** 4/26/2023
File Name: Photo: 30
 photo_TCF_4/26/2023_(30)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(^): 331
Latitude: 42.850247
Longitude: -71.161629
Description:
 Standing on Knightland Rd outside Property, looking at scenic view from Knightland Rd of undeveloped forest on the Property. Note orange capped iron rod in lower right side of frame and that person is standing at other iron rod corner. Also note representative forest with oak and some pine and witch hazel understory.



Map Ref.: 27 **Date:** 4/26/2023
File Name: Photo: 31
 photo_TCF_4/26/2023_(31)
Photographer: Shaun Dillon
Location Method:
 GPS/Survey Interpretation
Orientation(^): 15
Latitude: 42.850338
Longitude: -71.1616
Description:
 Standing at iron rod corner, looking northeast approx. along boundary with Property in left side of frame. Note buildings and lawn are on abutting property.

Photos Taken By: Shaun Dillon

Grantor Initials

Grantee Initials

NHDES Initials

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson Digital Baseline Photographs



Map Ref.: 28 **Date:** 4/26/2023
File Name: Photo: 32
photo_TCF_4/26/2023_(32)
Photographer: Shaun Dillon
Location Method:
GPS/Survey Interpretation
Orientation(°): 15
Latitude: 42.850643
Longitude: -71.161656
Description:
Standing at iron rod on eastern boundary, looking northeast approx. along boundary with Property in left side of frame. Note orange capped iron rod in bottom center frame.



Map Ref.: 29 **Date:** 4/26/2023
File Name: Photo: 33
photo_TCF_4/26/2023_(33)
Photographer: Shaun Dillon
Location Method:
GPS/Survey Interpretation
Orientation(°): 195
Latitude: 42.851178
Longitude: -71.161549
Description:
Standing at iron rod corner, looking southwest approx. along boundary with Property in right side of frame. Note orange capped iron rod and metal boundary marker with Town tag in bottom center frame.

Photos Taken By: Shaun Dillon

Grantor Initials

MT

Grantee Initials

GA

NHDES Initials

EDN

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
All photographs taken with Samsung Galaxy Tab A
All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 30 **Date:** 4/26/2023
File Name: Photo: 34
 photo_TCF_4/26/2023_(34)
Photographer: Shaun Dillon
Location Method:
 GPS/Survey Interpretation
Orientation(°): 107
Latitude: 42.851159
Longitude: -71.161553
Description:
 Standing at iron rod corner, looking southeast approx. along boundary with Property in left side of frame. Note orange capped iron rod and metal boundary marker with Town tag in bottom center frame.



Map Ref.: 31 **Date:** 4/26/2023
File Name: Photo: 37
 photo_TCF_4/26/2023_(37)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 9
Latitude: 42.851133
Longitude: -71.161228
Description:
 Standing approx. at southern boundary, looking north into Property at approx. 4 -ft. wide dirt trail entering Property. Note the Town intends to re-route the trail so it does not loop into the abutting property.

Photos Taken By: Shaun Dillon

Grantor Initials

MS

Grantee Initials

GR

NHDES Initials

GR

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 32 Date: 4/26/2023

File Name: Photo: 3

photo_TCF_4/26/2023_(3)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 275

Latitude: 42.851266

Longitude: -71.160804

Description:

Standing within southeastern portion of Property, looking west at approx. 2 -ft. wide unsanctioned dirt trail and signs of recent trail maintenance. Also note that the Town intends to close this unsanctioned trail.



Map Ref.: 33 Date: 4/26/2023

File Name: Photo: 35

photo_TCF_4/26/2023_(35)

Photographer: Shaun Dillon

Location Method:

GPS/Survey interpretation

Orientation(°): 287

Latitude: 42.851098

Longitude: -71.160349

Description:

Standing at drill hole corner, looking northwest approx. along boundary with Property in right side of frame. Note faintly painted drill hole and metal boundary marker with Town tag in bottom center frame.

Photos Taken By: Shaun Dillon

Grantor Initials FT

Grantee Initials CBH

NHDES Initials EPW

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A

All photographs taken with Samsung Galaxy Tab A

All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson Digital Baseline Photographs



Map Ref.: 34 Date: 4/26/2023

File Name: Photo: 36

photo_TCF_4/26/2023_(36)

Photographer: Shaun Dillon

Location Method:

GPS/Survey Interpretation

Orientation(°): 10

Latitude: 42.851097

Longitude: -71.160403

Description:

Standing at drill hole corner, looking north along stone wall boundary with Property in left side of frame. Note faintly painted drill hole and metal boundary marker with Town tag in bottom frame.



Map Ref.: 35 Date: 4/26/2023

File Name: Photo: 43

photo_TCF_4/26/2023_(43)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 22

Latitude: 42.851699

Longitude: -71.161581

Description:

Standing within southern portion of Property, looking northeast at approx. 3 -ft. wide 'blue' trail in left side of frame. Note representative mature forest with predominantly oak and some pine and maple and witch hazel understory.

Photos Taken By: Shaun Dillon

Grantor Initials

MT

Grantee Initials

GR

NHDES Initials

GRW

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A

All photographs taken with Samsung Galaxy Tab A

All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson Digital Baseline Photographs



Map Ref.: 36 **Date:** 4/26/2023

File Name: Photo: 42

photo_TCF_4/26/2023_(42)

Photographer: Shaun Dillon

Location Method:

GPS

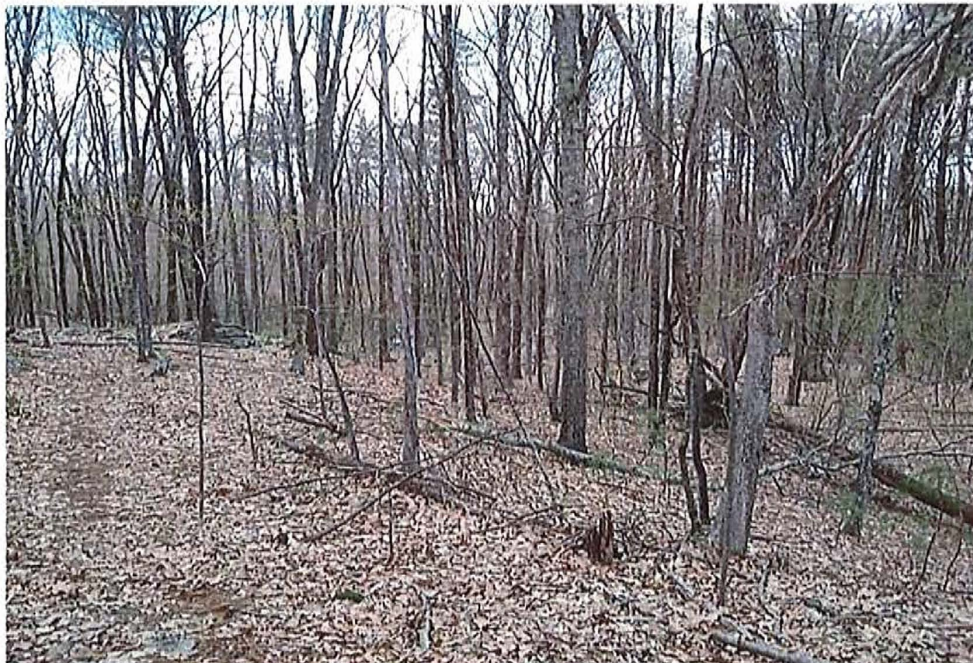
Orientation(°): 354

Latitude: 42.85332

Longitude: -71.162166

Description:

Standing within central portion of Property, looking north at two approx. 4x3 and 2x3 -ft. pieces of rusted metal debris from an old car. Note approx. 3 -ft. wide 'blue' trail in right side of frame.



Map Ref.: 37 **Date:** 4/26/2023

File Name: Photo: 41

photo_TCF_4/26/2023_(41)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 46

Latitude: 42.853441

Longitude: -71.161771

Description:

Standing within central portion of Property, looking northeast at approx. 3 -ft. wide 'blue' trail in left side of frame. Note representative mature upland forest with pine, oak maple and birch.

Photos Taken By: Shaun Dillon

Grantor Initials

LD

Grantee Initials

BA

NHDES Initials

GPN

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
All photographs taken with Samsung Galaxy Tab A
All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 38 Date: 4/26/2023
File Name: Photo: 14
 photo_TCF_4/26/2023_(14)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 265
Latitude: 42.854001
Longitude: -71.161364
Description:
 Standing within northern portion of Property, looking west at intermittent stream with affiliated wetland. Note good forest buffer of predominantly mature oak and some pine and hickory and witch hazel and blueberry understory.



Map Ref.: 39 Date: 4/26/2023
File Name: Photo: 40
 photo_TCF_4/26/2023_(40)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 225
Latitude: 42.853832
Longitude: -71.160795
Description:
 Standing within northeastern portion of Property, looking southwest at trail junction with approx. 4 -ft. wide 'red' trail continuing up and out left side of frame and approx. 3 -ft. wide 'blue' trail heading right in center frame. Note red trail blaze in right side of frame and blue trail blaze in center-left side of frame. Also note signs of trail maintenance and representative mature forest with pine, oak, maple and birch.

Photos Taken By: Shaun Dillon

Grantor Initials

MT

Grantee Initials

BA

NHDES Initials

GN

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson Digital Baseline Photographs



Map Ref.: 40 **Date:** 4/26/2023

File Name: Photo: 10

photo_TCF_4/26/2023_(10)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 215

Latitude: 42.853235

Longitude: -71.161248

Description:

Standing within central portion of Property, looking southwest at salamander egg mass in confirmed vernal pool.



Map Ref.: 41 **Date:** 4/26/2023

File Name: Photo: 8

photo_TCF_4/26/2023_(8)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 333

Latitude: 42.852924

Longitude: -71.16099

Description:

Standing within central portion of Property, looking northwest at confirmed vernal pool with good forest buffer of maple, pine and oak.

Photos Taken By: Shaun Dillon

Grantor Initials

LT

Grantee Initials

CA

NHDES Initials

gdn

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
All photographs taken with Samsung Galaxy Tab A
All directions are relative to Magnetic North per survey plan of record

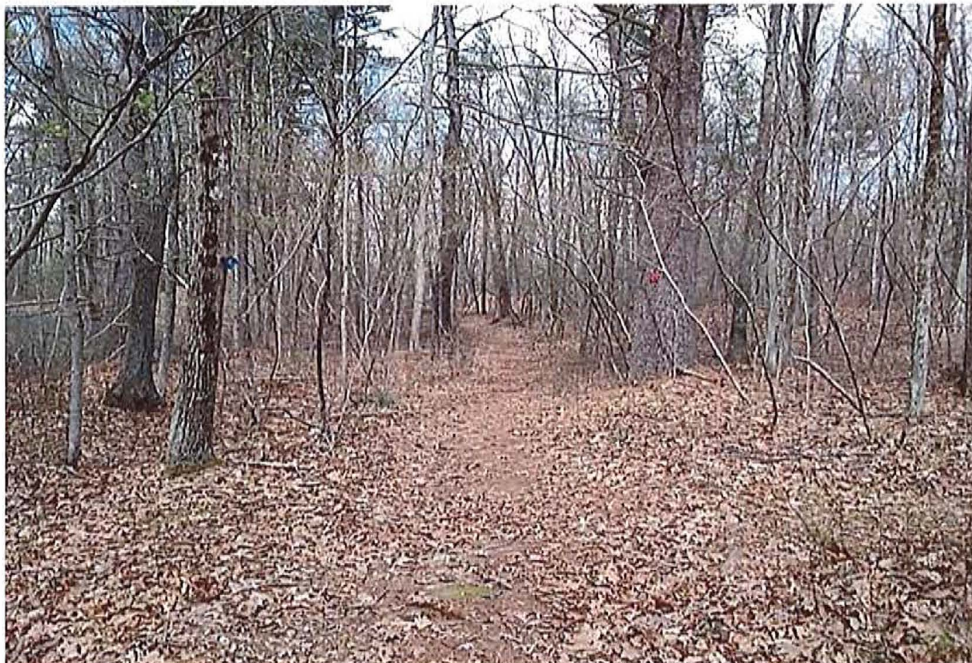
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The Conservation Fund Conservation Easement, Atkinson

Digital Baseline Photographs



Map Ref.: 42 **Date:** 4/26/2023
File Name: **Photo:** 9
 photo_TCF_4/26/2023_(9)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 25
Latitude: 42.852827
Longitude: -71.161033
Description:
 Standing within central portion of Property, looking northeast at approx. 3 -ft. wide dirt trail in right side of frame. Note proximity to confirmed vernal pool in far left side of frame which has good forest buffer of maple, pine and oak.



Map Ref.: 43 **Date:** 4/26/2023
File Name: **Photo:** 39
 photo_TCF_4/26/2023_(39)
Photographer: Shaun Dillon
Location Method:
 GPS
Orientation(°): 45
Latitude: 42.852635
Longitude: -71.161216
Description:
 Standing within central portion of Property, looking northeast at trail junction with approx. 4 -ft. wide 'red' trail continuing straight in center frame and crossed by approx. 3 -ft. wide 'blue' trail in lower left and right part of frame. Note red trail blaze in center right side of frame and blue blaze on tree in center right side of frame. Also note representative mature forest with pine, oak, maple and birch.

Photos Taken By: Shaun Dillon

Grantor Initials

MT

Grantee Initials

SA

NHDES Initials

qvw

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
 All photographs taken with Samsung Galaxy Tab A
 All directions are relative to Magnetic North per survey plan of record

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The Conservation Fund Conservation Easement, Atkinson Digital Baseline Photographs



Map Ref.: 44 Date: 5/9/2023

File Name: Photo: 38

photo_TCF_5/9/2023_(38)

Photographer: Shaun Dillon

Location Method:

GPS

Orientation(°): 173

Latitude: 42.852237

Longitude: -71.161246

Description:

Standing within central portion of Property, looking southerly at approx. 4 -ft. wide dirt trail and recent signs of trail maintenance. Note trail proximity to confirmed vernal pool with good forest buffer in left side of frame.

Photos Taken By: Shaun Dillon

Grantor Initials

Grantee Initials

NHDES Initials

All GPS points located with ESRI Collector app on Samsung Galaxy Tab A
All photographs taken with Samsung Galaxy Tab A
All directions are relative to Magnetic North per survey plan of record

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NOTES

1. This plan is based on a theodolite/EDM and Trimble Pathfinder GPS 7x GPS receiver survey conducted during April, 2022, by Dennis D. McNamee, LLS and Hunter D. Poyer, SIT of NEPCA, Bennington, NH. Error of closure for the traverse: 1:20,758.
2. All deed and plan references are Rockingham County Registry at Deeds, 10 Route 125, Brentwood, NH. Probate references, if any, are Rockingham County 10th Circuit Probate Court, 10 Route 125, Brentwood, NH.
3. Size and description of found monuments recorded in field notes.
4. Monuments shown as Rebar (set) are 3/4" x 40" rebar driven into soil with 12" +/- exposed and topped with a plastic cap stamped "DDM LLS 691" and were set on or before 12/31/2021.
5. Abutters shown herein are as of 4/7/2022, RCRD.
6. Property shown herein is subject to Current Use Assessment, see Volume 4471 Page 550--2005.

NOTES (continued)

7. The line "A" - "B" is described in Volume 328 Page 235--1848 as a fence running southeasterly by land now owned by Ezekiel Little as the well now stands. This is a scrivener's error in the 1848 deed; the line in question is correctly described as northeasterly. Applying the correct direction to this line places the 1848 description of the correct location of this property, see 428/103--1833, describes the line "A" - "B" as a fence by Ezekiel Little and was to a wall. Both old dees describe the property in a counter-clockwise direction.
8. The current deed, see 5676/413--2015, correctly identifies the property shown herein as a portion of those described in 338/238--1848, with the caveat that the description does not close due to a patent error.
9. The purpose of this plan is to show the metes and bounds of the area owned by the Deborah Long Revocable Trust of 2015, which constitutes the remainder of the land described in 328/238--1848. This property is identified by the Town of Atkinson as Map 18 Lot 40, and is shown herein by precise metes and bounds running in a clockwise direction. The metes and bounds shown herein are consistent with the historic description of the property to the extent these descriptions overlap and this survey corrects for the patent error identified in preceding deeds.
10. Lots 18 & 20 as shown on Plan C-10,466, RCRD are subject to an easement benefiting Tax Map 15 Lot 40 where the three parties about Knightland Road.

Drill Hole (recovered)
See Notes 7, 8, & 9

Map 17 Lot 53
Centerline Maple Land Company
45 Oakwell Circle
Atkinson, NH 03811
5394/2249--2013 &
5637/2358--2018
Plan: D-37,363 & 41,167

Map 17 Lot 53
Centerline Maple Land Company
45 Oakwell Circle
Atkinson, NH 03811
5394/2249--2013 &
5637/2358--2018
Plan: D-37,363 & 41,167

Map 18 Lot 82
Town of Atkinson
off Knightland Road
Atkinson, NH 03811
3418,798--1939
Tract 1, Town Lot

Map 18 Lot 40
Deborah Long Revocable Trust
of 2015
21 Knightland Road
Atkinson, NH 03811
5676/413--2015
Plan D-4169; remaining land
15.4 Acres±
671,230 Sq.ft.±

LEGEND

- Granite Bound or Post (found)
- Iron Pipe/Post/Drill Hole/Rebar
- Q Utility Pole (CRD) Stone wall
- X-X-X-X-X Barbed wire fence
- Utility lines
- n/a none or formerly

TAX MAP REFERENCE

Map 18 Lot 40

OWNER OF RECORD

Deborah Long, Trustee
Deborah Long Revocable Trust of 2015
P O Box 480
South Sutton, NH 03273

TITLE REFERENCE

Volume 5676 Page 413--2015

PLAN REFERENCE

D-4169--remaining land

ZONING DI STRICT

02-RR-2 R20-Residential

Plan of Boundary Survey

Property of
Deborah Lang, Trustee
Deborah Long Revocable Trust of 2015
21 Knightland Road
Atkinson, NH 03811
Scale: 1" = 100' (1" = 30.28 meters)
April 11, 2022

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.
Date: 5.2.2022 (RSA 676:18 f1)

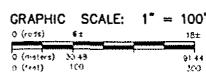
Dennis D. McNamee
Licensed Land Surveyor



Prepared by
Dennis D. McNamee, LLS fee 9591
Lisa Rogers Forestry Consultants, PC
169 North Berlington Road
Bennington, NH 05442-4005
603-583-2638 Voice and Fax
E-mail: dmcnamee@thetrustysurveyors.com

I hereby certify that this map and survey has been made under my supervision. The month of the survey was
April, 2022. All measurements set on or before 4/31/2022.

Date: 5.2.2022
Surveyor: Dennis D. McNamee, LLS fee 9591



D-43295

RCRD Plan:

Deborah Lang Revocable Trust of 2015



New Hampshire Natural Heritage Bureau

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

To: Shaun Dillon
Southeast Land Trust of New Hampshire
247 North River Rd.
Epping, NH, 03042

From: NH Natural Heritage Bureau
Date: 2023-05-11
Re: Review by NH Natural Heritage Bureau of request dated 2023-05-04

NHB File ID: 4126

Town: Atkinson, NH

Project type: Landowner Request

Location: 18-40; The Conservation Fund

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

NHB records on the property(s):

	Mapping Precision	% within tract	Last Reported	Listing Status		Conservation Rank	
Vertebrate Species				Federal	NH	Global	State
Blanding's Turtle - <i>Emydoidea blandingii</i>	High	100	2021	--	E	G4	S1

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

	Last Reported	Listing Status		Conservation Rank	
Vertebrate Species		Federal	NH	Global	State
Spotted Turtle - <i>Clemmys guttata</i>	2009	--	T	G5	S2
Blanding's Turtle - <i>Emydoidea blandingii</i>	2021	--	E	G4	S1

Listing codes: T = Threatened, E = Endangered SC = Special Concern

Rank prefix: G = Global, S = State, T = Global or state rank for a sub-species or variety (taxon)

Rank suffix: 1-5 = Most (1) to least (5) imperiled. "--", U, NR = Not ranked. B = Breeding population, N = Non-breeding, H = Historical, X = Extirpated.

A negative result (no record in our database) does not mean that no rare species are present. Our data can only tell you of known occurrences, based on information

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



New Hampshire Natural Heritage Bureau

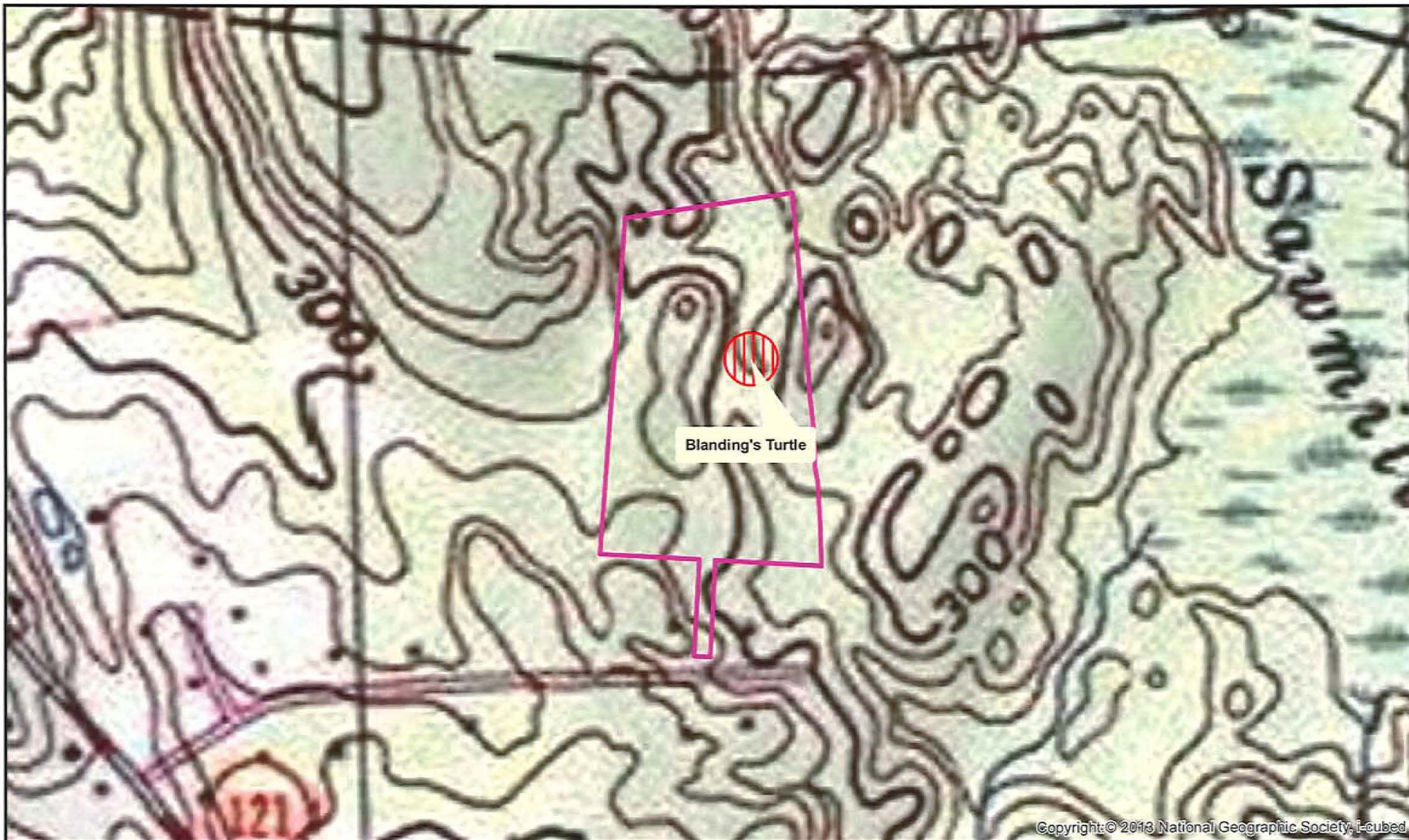
DNCR - Division of Forests & Lands

172 Pembroke Road, Concord, NH 03301

Phone: (603) 271-2214 Fax: (603) 271-6488

gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

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



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





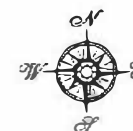
Natural Heritage Bureau Landowner Report

Project ID Number: 4126

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

0 0.1 0.2
Mile

 Property Bounds	# of Records
 Plant Occurrence:	0
 Animal Occurrence:	1
 Natural Community:	0
 Ecological System:	0



New Hampshire Natural Heritage Bureau - Animal Record

Blanding's Turtle - *Emydoidea blandingii*

Legal Status		Conservation Status	
Federal:	Not Listed	Global:	G4: Widespread and apparently secure but with cause for longterm concern
State:	Listed Endangered	State:	S1: Critically Imperiled
<u>Description at this Location</u>			
Quality Rank:	Not Ranked		
Quality Comments:	--		
Detailed Description:	2021: Area 14756: 1 adult female observed.		
General Area:	2021: Area 14756: Vernal pool in central part of property.		
General Comments:	--		
Mgmt Comments:	--		
<u>Location</u>			
Survey Site Name:	Sawmill Swamp		
Managed By:	None		
County:	Rockingham	Size:	0.5 acres
Town(s):	Atkinson	Elevation:	None
Precision:	High		
Directions:	2021: Area 14756: Lang Conservation Area, Atkinson.		
<u>Dates documented</u>			
First reported:	2021-09-27	Last reported:	2021-09-27

APPENDIX C

Monitoring and Stewardship Policy for Fee-Owned Conservation Land

Policies and Guidelines for the Use of Conservation Land

Atkinson Conservation Commission

Adopted July 22, 2020

Updated and approved February 22, 2023

INTRODUCTION

Pursuant to NH RSA 36-A:4, the Atkinson Conservation Commission is empowered to manage and control the town's conservation lands. In that capacity, these policies and guidelines are set forth to preserve the town's open spaces and natural resources, while at the same time making them accessible and enjoyable to the public. Any exceptions to these Policies and Guidelines must be explicitly approved ahead of time by the Atkinson Conservation Commission.

- 1. Public Use:** As is the custom with conservation areas in other municipalities, all of Atkinson's conservation lands shall be open and available equally to all, free of charge, without limitation to where people live or any other distinguishing characteristic such as race, gender, or ethnicity.
- 2. Respect the Neighbors:** Many of our conservation areas are surrounded by residential properties, and some areas have very narrow roads leading to them. Please be respectful of the neighbors. For example, don't turn around in their driveways or back onto their lawns or gardens. These things are obvious, but unfortunately, they need to be said from time to time. Visiting our conservation lands is a privilege, not a right.
- 3. Parking:** The Commission has made an effort to provide some parking for the publicly-accessible conservation lands in town. However, parking is on a first-come, first-served basis, and we cannot guarantee parking will be available during periods of high demand. Users of our conservation lands are required to follow posted signs and park only where indicated. If parking is not available, we ask visitors to return at another time. Parking on conservation land is only for the use and enjoyment of that land, and overnight parking is prohibited.
- 4. Carry-in, Carry-out:** All of the town's conservation lands are "carry-in, carry-out" locations. No trash cans are provided, and all trash must be taken with you when you leave.
- 5. Dogs:** Dogs are welcomed on the town's conservation lands and do not need to be leashed as long as they are well-behaved and under voice control of the owner. We do not enforce the town's "clean-up" regulations, just don't let your dog poop on the trail. Signs are provided at dog eye level reminding them of this. If you do clean up after your dog, you must take "it" with you (see #4 above).

- 6. Motorized Vehicles:** Motorized vehicles of any sort are strictly prohibited on the town's conservation lands. These include but are not limited to All-Terrain Vehicles, Dirt Bikes, and Snow Mobiles. Exceptions to this policy include law enforcement and other first responders, electric motorized devices for disabled people such as wheelchairs, and Commission-approved trail maintenance activities. Horseback riding is permitted.
- 7. Trails:** The conservation trails are maintained by town volunteers, and visitors are invited to assist by clearing branches or picking up trash. Maps are available on the town's web site and (while supplies last) in mailboxes at trail entrances. Interactive trail maps are available for your smartphone via a QR code posted at each entrance. If you choose to use a paper map, you are invited to return it to the mailbox upon completion of your walk. You are permitted to walk off-trail in the woods, but please do so "gently" so as not to harm native plants. Some of our trails are on easements across other people's land, and these are marked with red signs "Respect land owner, stay on the trail." In those cases, do what the sign says.
- 8. Don't Take or Harm Anything:** Except for berry picking, mushroom gathering, and invasive plants (see the next item), visitors are asked to "do no harm" and "take no souvenirs." This includes but is not limited to picking flowers, harvesting plants, disturbing stone walls, cutting trees, making new trails, paintball, and so forth. The harming or removal of official signs or trail blazes is strictly prohibited.
- 9. Invasive Plants:** The exception to the "do no harm" rule is uprooting invasive plants. If you are familiar with the state's list of invasive plants and can identify them in the field, you are more than welcome to uproot or cut them. Just don't take them with you since it's illegal to transport invasive plant materials. You may leave uprooted plants on a stone wall or other elevated object where their roots will not reach the ground. The most common invasive plant in our forests is Oriental Bittersweet, which is pretty easy to spot.
- 10. Camping and Fires:** Overnight camping or fires of any sort are not allowed on the town's conservation lands unless a camping permit is first obtained from the Conservation Commission, and/or a fire permit is obtained from the Fire Chief. Such permits are made available on an extremely limited basis, and are given only to non-profit community organizations such as the Boy or Girl Scouts. Fireworks are prohibited on all town conservation land.
- 11. Construction:** Building anything on conservation land is prohibited unless prior consent is obtained from the Commission. Consent will only be given for permanent improvements for the public good, such as a bridge across a stream. Prohibited activities include but are not limited to shelters, dams, platforms, and signs.
- 12. Commercial Activities:** No commercial activities are allowed on conservation land. Examples include professional dog walking and professional photo shoots.

- 13. Hunting:** Limited in-season hunting is allowed on the town's conservation lands, and specific Commission-approved regulations for hunting are available from the Selectmen's office.
- 14. Dumping:** The dumping of brush or leaves (or anything else for that matter) on conservation land is prohibited.
- 15. Drones:** The use of drones on conservation land is permitted as long as all applicable state and federal laws are followed, and as long as such use is for personal enjoyment and not for commercial purposes.
- 16. Metal Detectors:** The use of metal detectors on all Town conservation lands may be done only with written permission of the Atkinson Conservation Commission. Historical artifacts found on Town land are the property of the Town of Atkinson and should be donated to the Atkinson Historical Society.

APPENDIX D

Policies and Guidelines for the Use of Conservation Land, Town of Atkinson

Town of Atkinson Conservation Commission

Monitoring and Stewardship Policy for Fee-Owned Town Conservation Land

Adopted July 27, 2022

1. The purpose of this Policy is to ensure that the natural resources of the Town's conservation lands are maintained through regular inspections, and that issues affecting the Town's conservation lands are documented and appropriately addressed.
2. The primary goal of stewardship of the Town's conservation lands shall be the protection of environmentally valuable Town-owned open spaces, in order to conserve our natural resources such as drinking water quality, wildlife habitat preservation, watershed protection, and wetland quality.
3. Passive recreation shall be secondary to these goals, and shall be managed in such a way as to minimize the impact of human presence on the above primary goals.
4. On lands for which selective timber harvesting is done, the primary goal of harvesting shall be to improve the health and diversity of the forest and the wildlife it supports.
5. Public access to conservation land shall be in accord with the *Policies and Guidelines for the Use of Conservation Land*, which was adopted by the Commission on July 22, 2020, and which may be amended from time to time.
6. The properties to be monitored are indicated on the attached map entitled *Conservation Lands in the Town of Atkinson*, which may be amended as additional land is acquired for conservation. Currently (2022), there are 12 separate parcels or groups of parcels to be monitored.
7. Commission members, along with other volunteers, should conduct an on-the-ground site visit to each of the 12 properties on an annual basis, and should complete the attached *Volunteer Monitoring Report*, or other suitable form of documentation.
8. When volunteers are conducting a monitoring site visit, they must exhibit due diligence to not trespass on abutting properties, and must always treat abutting property owners, as well as others, with respect. Additional guidelines concerning relations with abutting property owners can be found in the Commission's By-laws, Article IX, which is attached to this Policy for easy reference.
9. During a monitoring site visit, the following is a sample list of things that the volunteers should look for:

- a. The condition of trails and kiosks, if any
 - b. The general condition of the forest, such as re-growth (sapling) health, or evidence of disease
 - c. Any evidence of wildlife activity (both animals and teenagers)
 - d. The extent and variety of invasive plants
 - e. Missing boundary markers – replenish as necessary
 - f. Apparent encroachments vandalism, or other mis-use of the land (see the attached protocol for addressing these)
 - g. Was there any dumping of yard debris or other materials?
 - h. A short narrative of the general condition of the property may be added to the report.
 - i. The report should also include any recommended actions that the Monitoring Team feels should be taken.
 - j. Photographs may also be attached to the report, and these should be accompanied by a Photo Key that shows the location where the photo was taken, the date and time, the subject matter, and why it is significant.
 - k. Other topics may be added to this list, as needed.
10. Monitoring reports should be signed by the Monitoring Team Leader with other attendees noted, and should be maintained by the Town of Atkinson as permanent records.
11. This Monitoring and Stewardship Policy may be amended by a two-thirds majority vote of the Atkinson Conservation Commission.