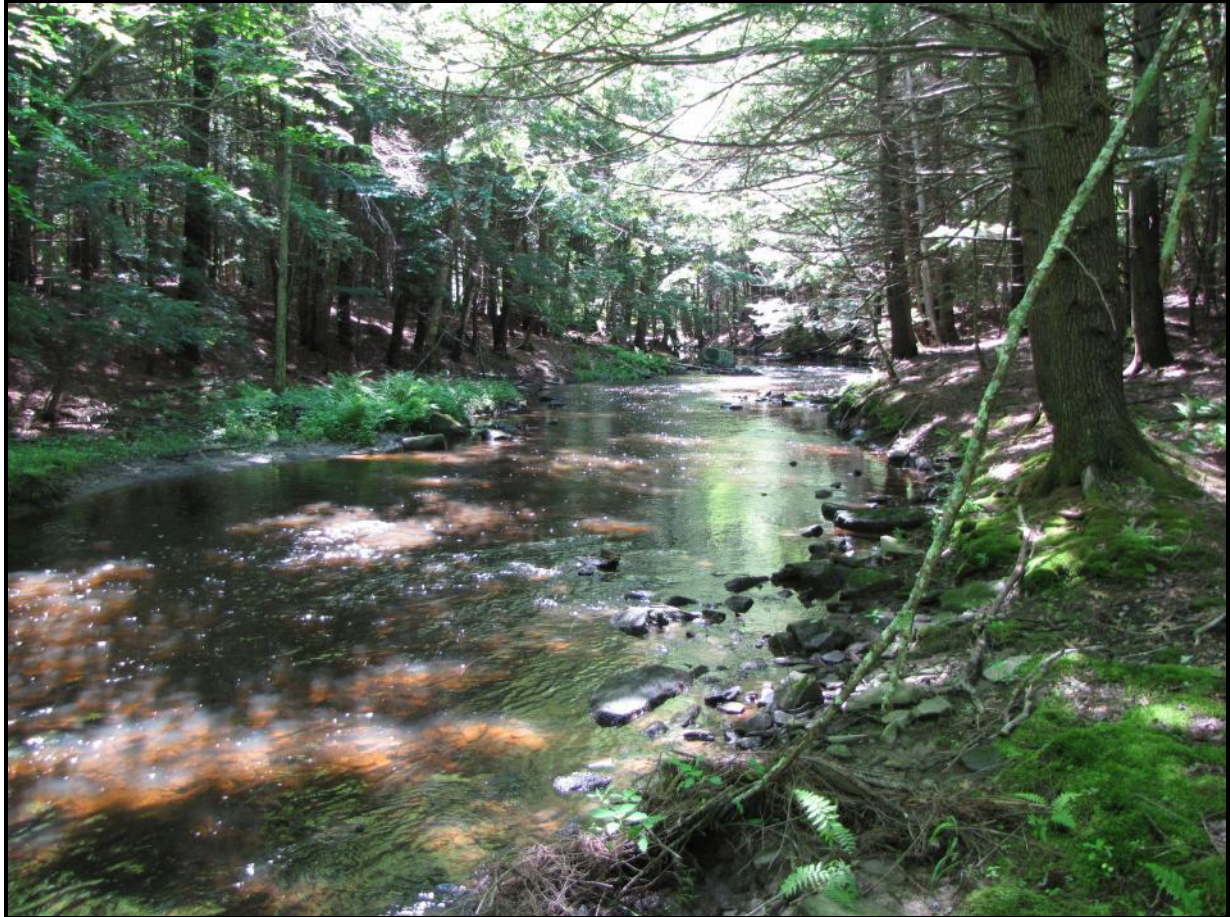


SOUTH ROAD PROPERTY STEWARDSHIP PLAN

Prepared for:
Brentwood Conservation Commission



JEFFRY LITTLETON

*Moosewood Ecological LLC
Innovative Conservation Solutions for New England
PO Box 9 — Chesterfield, NH 03443-0009
(603) 831-1980*

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March 2016

Cover photograph – Little River as it travels south through the property.

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Property Description

Location

The 74.7-acre South Road property is located in the southern section of Brentwood, New Hampshire, and comprises two parcels: Tax Map 222 Lots 1 and 8 (Figure 1). The primary goal for land management is for recreation with a secondary emphasis on wildlife management. The existing trail system, diverse habitats, and the challenging access for forestry were the main factors that were used to form these management goals.

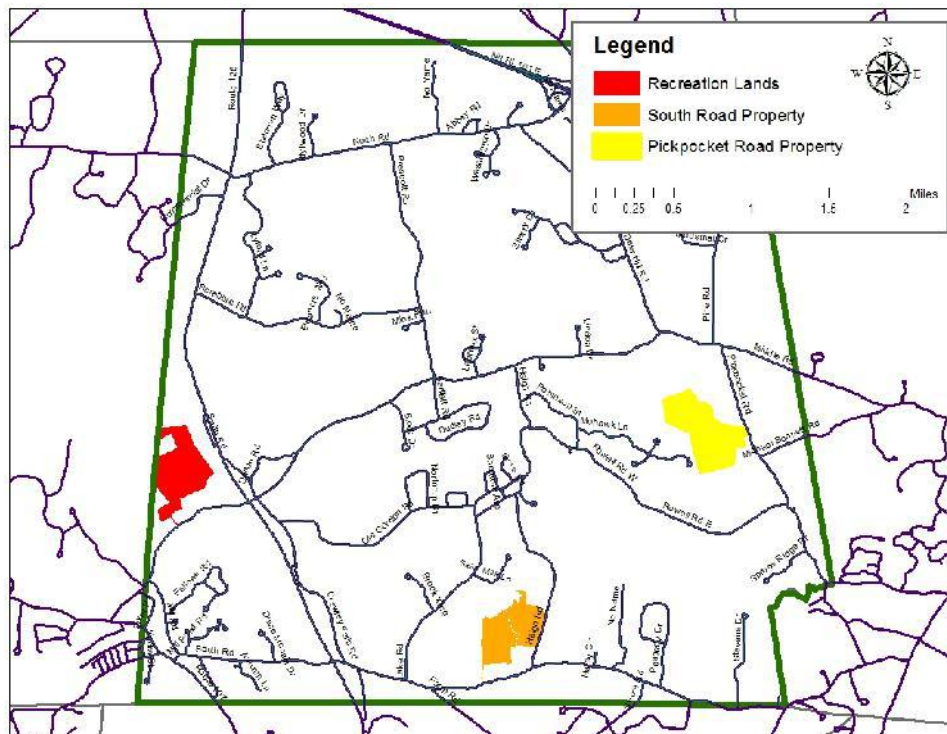


Figure 1 Locus map of three town-owned properties.

The property is surrounded by private lands and has 2 means of access (Figures 2 and 3). The eastern portion of the property has frontage on Haigh Road, a portion of which is a class VI road and a Class A trail. There is no area to park along this road nor is it maintained for vehicles. A small, narrow access can be found along South Road. Limited parking is available along the side of the road, and a trail enters the property from this location. Little River separates the two parcels, flowing south through the property. An emergent marsh is along the northern boundary while shrub and forest swamps are associated with Little River in the southern portion of the property. The upland forest is a mixture of hardwoods and softwoods comprised of hemlock-

hardwood-pine forest ecosystem. Hemlocks dominate the northern part of the property. The topography varies somewhat. The trail system would be considered easy to moderate in some locations.

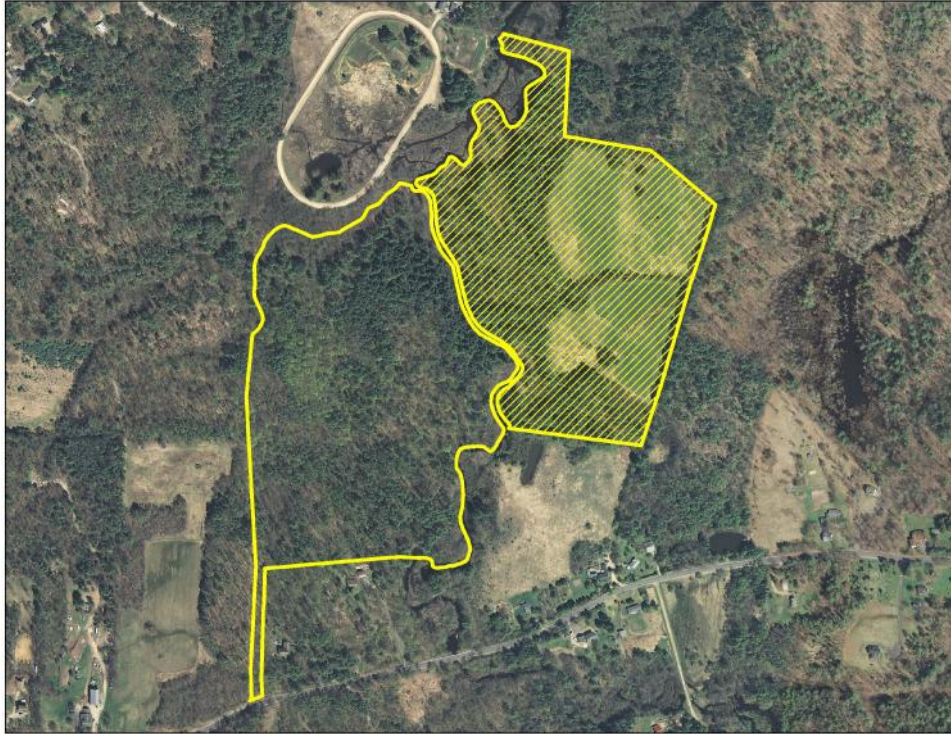


Figure 2 Aerial photography (2010) of the South Road property. The eastern parcel with the yellow hatch marks is under a conservation easement.

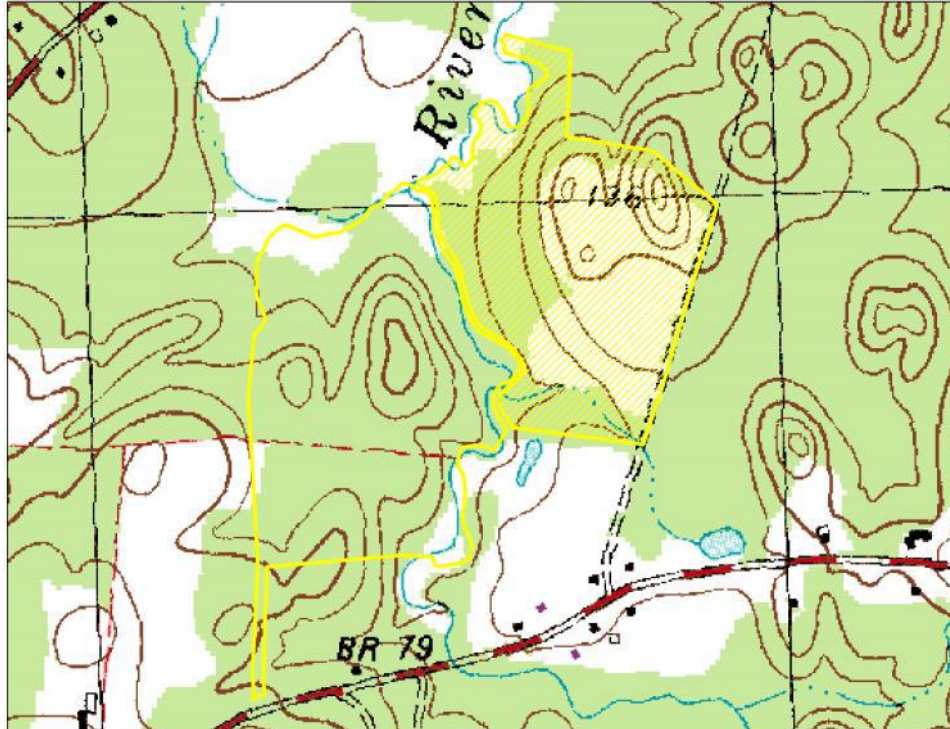


Figure 3 USGS topographic map of the South Road property. The eastern parcel with the yellow hatch marks is under a conservation easement.

Conservation Easement

The South Road property is owned by the Town and managed by the Conservation Commission. The Rockingham County Conservation District holds a conservation easement deed on the eastern parcel of the property (Tax Map 222 Lot 8). This deed has been recorded by and is on file at the Rockingham County Registry of Deeds. This deed delineates the purposes, use limitations, and reserved rights of the easement agreement, which were used in consideration of developing recommendations as outlined below. For the complete text of the Conservation Easement Deed see Appendix A.

Conservation Purposes

- Preservation of land for outdoor recreation including hunting, fishing and trapping and the education of the general public
- Preservation and conservation of open spaces (protection of farm and/or forest land, water, wildlife habitat, and scenic enjoyment)

Use Limitations

- Maintained in perpetuity as open space without industrial or commercial activities except agriculture and forestry as defined in the deed
- No subdivision
- No structure erected or building except for agriculture, forestry, conservation or non-commercial outdoor recreation
- No removal, filling or other disturbances of soil, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed except in accordance with the deed
- No outdoor advertizing structures
- No mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoils, or similar materials shall be allowed except in accordance with the deed
- No dumping, injection, burying or burning of man-made materials or materials then known to be environmentally hazardous including vehicle bodies and parts

Reserved Rights

- To conduct non-commercial, outdoor recreation for organized sports or otherwise and construction of playing fields is held to the terms of the deed

Ecological and Cultural Features

Soil Resources

Significant soil resources include productive farmland soils, productive forest soils, and hydric soils. These significant soil resources have been mapped by the US Department of Agriculture Natural Resources Conservation Service (NRCS).

In response to the Farmland Protection Policy Act of 1981¹, agricultural soils were mapped by the NRCS. Based on a variety of physical and chemical properties (i.e., drainage, texture, hydric regime, pH, erodibility factor), these soils have been identified as being among the most productive lands for many types of farming practices. These include prime farmland

¹ As defined by the USDA NRCS: “The Farmland Protection Policy Act of 1981 was established to minimize the extent to which Federal programs contribute to the unnecessary and irreversible conversion of farmland to non-agricultural uses.

soils, farmland soils of statewide significance, and farmland soils of local significance. Approximately 49 acres (65% of the property) have been identified as having productive farmland soils (Figure 4). Prime farmland soils represent 12.3 acres, while the remaining 36.4 acres are classified as farmland soils of local and statewide importance.

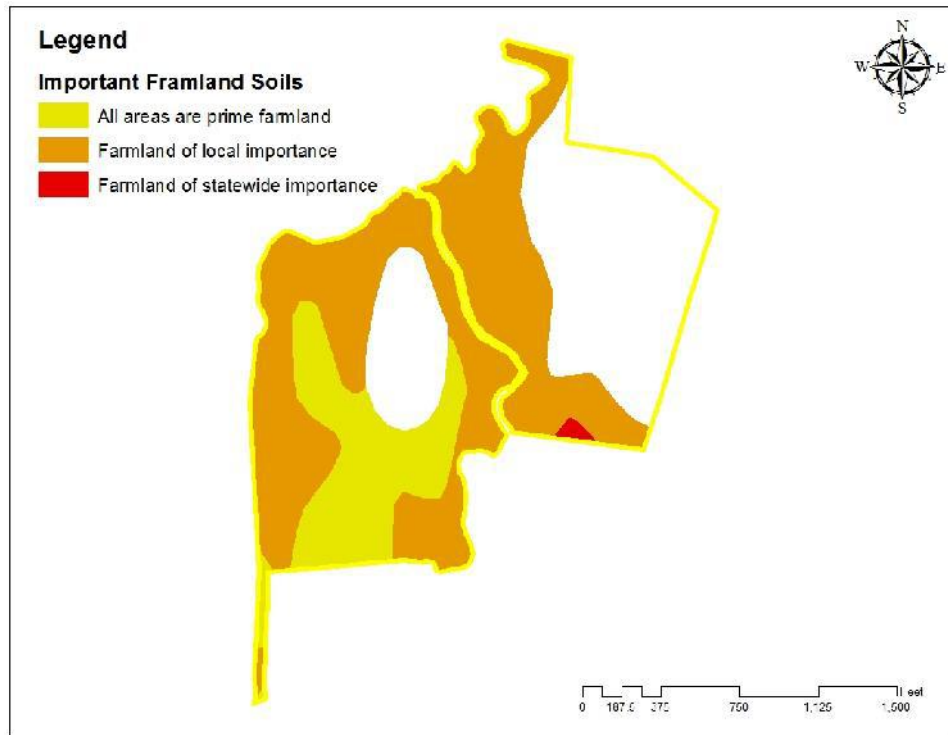


Figure 4 Productive farmland soils.

The NRCS has mapped the distribution of important forest soils and has classified them according to their capacity to grow trees. These soils signify areas that provide the most productive lands for timber production. The NRCS has identified three soil groups within this category. Soil groups IA and IB represent productive soils for hardwoods, and soil group IC are productive for softwoods. Approximately 38.3 acres (51% of the property) have been identified as productive forest soils (Figure 5). Roughly 26 acres represent soils that are productive for hardwoods. About 12 acres were identified as being productive for softwoods.

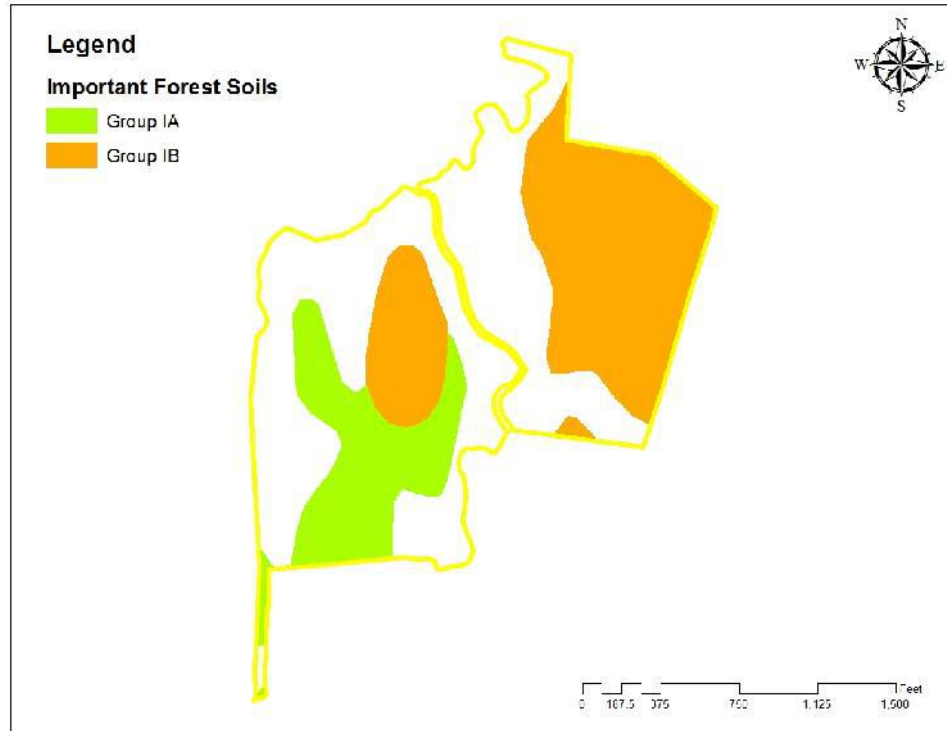


Figure 5 Productive forest soils.

Hydric soils represent areas most likely characterized as wetlands. These include poorly drained and very poorly drained soils identified by the NRCS. Poorly drained soils represent approximately 36.4 acres or nearly 50% of the property (Figure 6). While the NRCS did not identify very poorly drained soils on the property the wetlands in the north and those associated with Little River in the south are most likely considered as such.

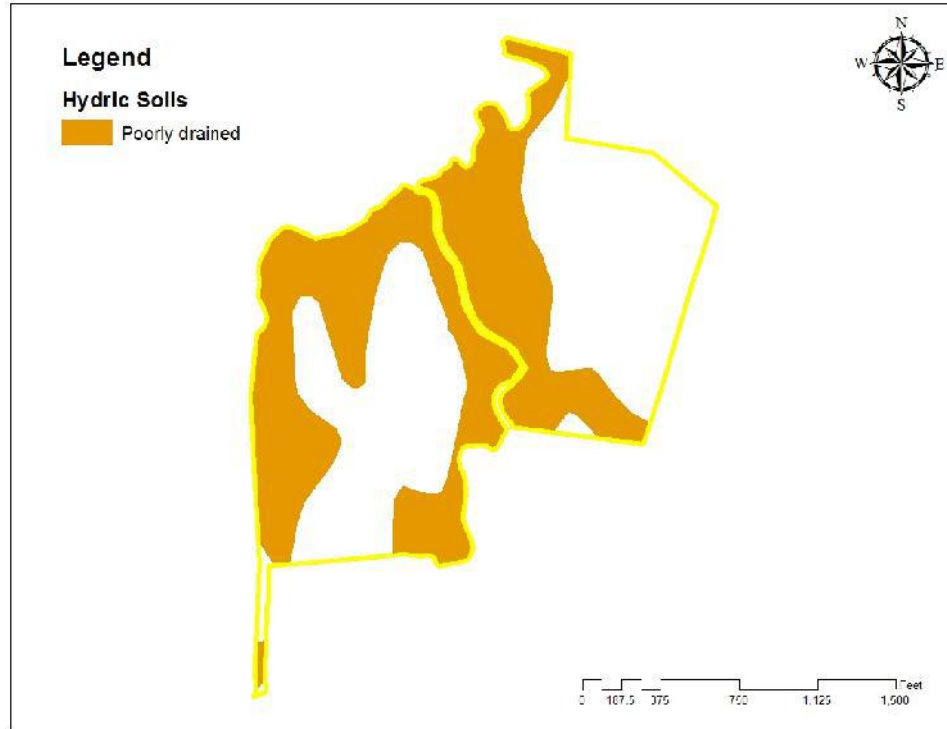


Figure 6 Hydric soils.

Wildlife Habitats and Natural Communities

The NH Fish and Game Department, in cooperation with other agencies, organizations, and individuals, produced the first edition of the NH Wildlife Action Plan (WAP) in 2005 and revised it in 2015. This document was designed as a planning and educational tool for federal, state, and municipal governing bodies, conservation commissions, land trusts and other conservation organizations, and private landowners, as well as the general public, to promote the conservation and management of NH’s biological diversity. The WAP provides a resource for developing informed land use decisions and land management planning. The intent was to ensure an adequate representation of various wildlife habitats are maintained across our landscape, keeping common species common in NH and working to prevent the loss of our rare and endangered species.

Highest ranked wildlife habitats and wildlife habitat land cover data were produced as part of the WAP. Highest ranked habitats represent some of the most critical locations for the entire state, as well as for biological regions. Supporting landscapes were also identified, which represent other areas of critical importance. The habitat ranking map in Figure 7 provides an

opportunity to understand how the South Road property and its surrounding landscape have been ranked by the WAP.



Figure 7 WAP highest ranked habitats.

Wildlife habitats and basic natural communities were identified on the property (Figure 8). Wildlife habitat land cover classifications follow that of the NH Wildlife Action Plan (2015). Habitats included 9.1 acres of open and wooded wetlands, as well as 65.6 acres of upland mixed hardwood-softwood forested habitats and pastures.

The wetland complexes along Mill Brook and Little River are characterized as an emergent marsh-shrub swamp ecosystem. The wetland is dominated by emergent marsh habitat and some shrub swamp habitat along the drier edge of the wetland along the northern boundary (Figure 9). Small floodplain forests dominated by red maple, basswood, and musclewood can be found in this area as well. These represent moist, enriched forests. The wetlands along Little River in the southern part of the property are mainly shrub and forest swamps (Figure 10). Little River (Figure 11) forms the northern boundary of the eastern parcel as it flows to the south

between the two parcels. Mill Brook forms the northern boundary of the western parcel and serves as a tributary to Little River

The upland forests are characterized as hemlock-hardwood-pine forest ecosystem. The majority of the forest stands are dominated by hemlock, red oak, white pine, and red maple. Some of these stands of dense hemlock may be functioning as deer wintering areas. However, the forests in the southwest are dominated by hardwoods and represent some moist, enriched sites. Species such as sugar maple, white ash, basswood, shagbark hickory, and musclewood were observed (Figure 12). It appears that the property was last logged about 30-40 years ago. Another logging event occurred about 80 years ago. Haigh Road provides access for forest management on the eastern parcel. However, access for the western parcel from South Road may present a challenge. A road would have to be prepared and wetland crossings improved prior to forest management on this side of the property.

Other upland habitats include the two fields along Haigh Road. These total approximately 14.6 acres. These fields once were managed for hay but have been used as pasture for cattle in most recent years.

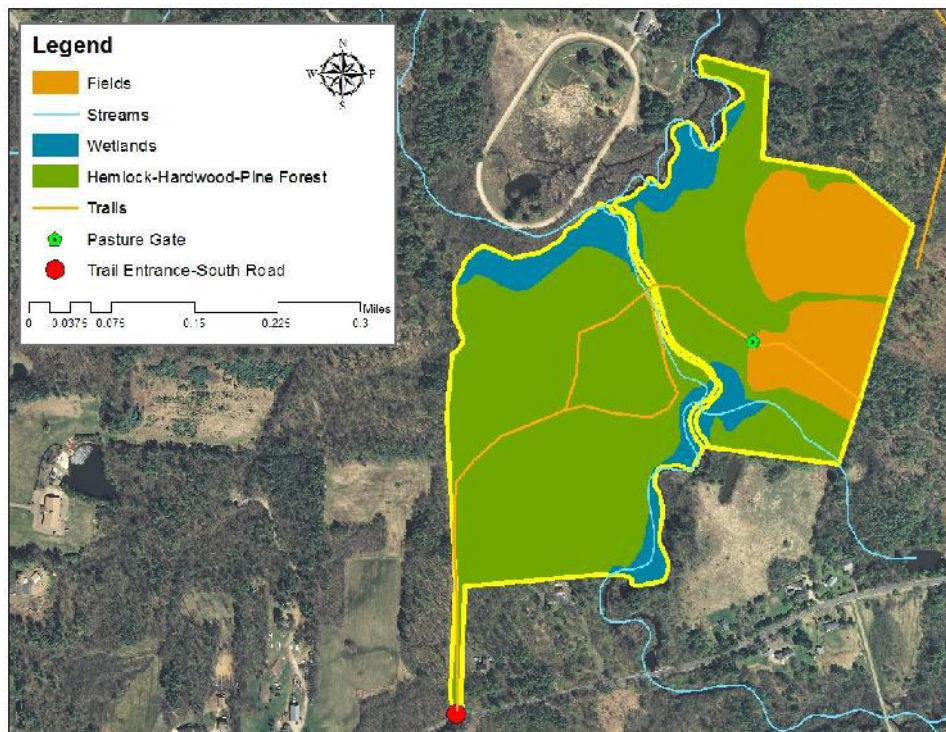


Figure 8 Wildlife habitats.



Figure 9 Emergent marsh with open water along Little River.



Figure 10 Shrub swamp along Little River dominated by dogwoods.



Figure 11 Little River as it flows south between the two parcels that make up the property.



Figure 12 Enriched forest stand in the southwest portion of the property.

Rare Elemental Occurrences

There were no rare plants, wildlife, or natural communities observed during the field assessments. In addition, the NH Natural Heritage Bureau does not have any rare elements documented on the property (Appendix B). However, the enriched forests associated with the floodplain and the southwest part of the property may provide habitat for species of conservation concern.

Invasive Plants

It appears that there are moderate to high levels of invasive plants on the property. The wetlands and adjacent forest edges in the north have purple loosestrife, Oriental bittersweet, glossy buckthorn, multi-flora rose, and Japanese barberry. The enriched forest in the southwest has some dense patches of invasive plants, including bush honeysuckles, Oriental bittersweet, glossy buckthorn, and multi-flora rose. The edges of the pastures and the drainage bordering the southern pasture also have invasive plants of similar species composition.

Landscape Context

The property is part of a 2,015-acre unfragmented block of forests and wetlands (Figure 13). Approximately 960 acres of this block is conserved. This is the same unfragmented block associated with the Pickpocket Road Conservation Area. The South Road property is situated within the Exeter River watershed.

Cultural Features

The most notable cultural features of the property include the current trail system (Figure 8). These trails link South Road with the fields along Haigh Road and users can continue on Haigh Road to increase their recreational experience. This trail crosses Little River in the middle of the property. However, currently there is no bridge to cross the river so users must wade through it to access the other side. Other cultural features include stonewalls and barbed wire used as part of its agricultural history.

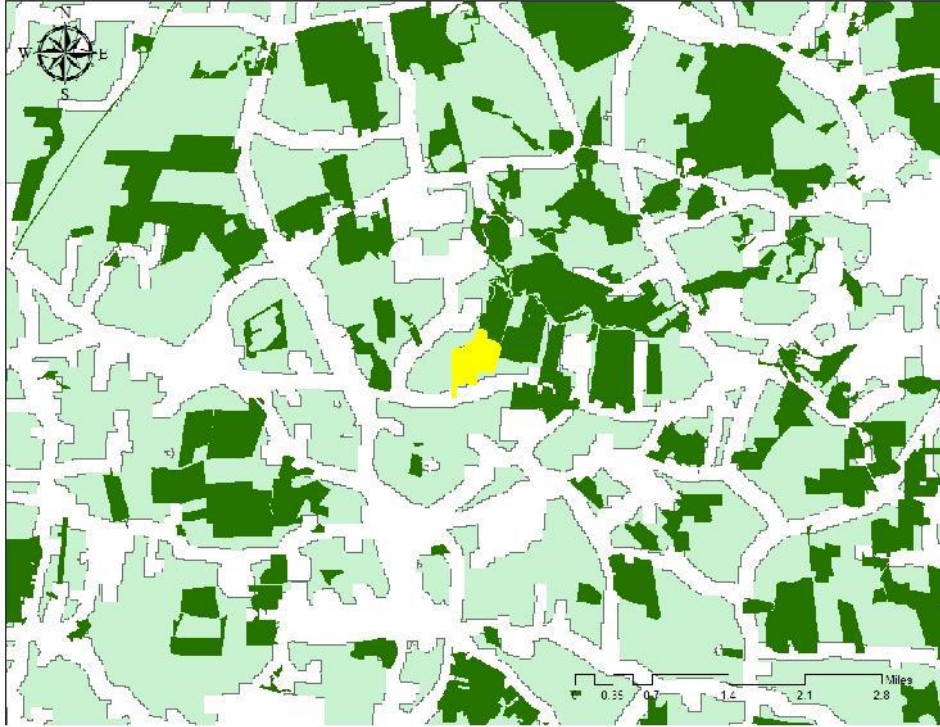


Figure 13 Unfragmented landscape associated with the South Road property (yellow polygon).

Management Recommendations

The primary goal of land management is for recreation with a secondary focus on wildlife management. The following provides recommendations for land management activities. As such, these are the main recommendations at this point. However, management plans should always be adapted as needed based on current objectives for land management, as these may be revised over time.

- Create one-acre patch cuts along the northern boundary associated with the emergent marsh wetlands. This would enhance feeding habitat for beaver and nesting habitat for waterfowl. This type of management will need a permit based on RSA 227-J:9.
- Develop a management plan for the invasive plants. These plants are present in moderate to high density. The removal and future management of invasive plants can be accomplished through the development of an integrated pest management plan.
- Existing trails need maintenance and they should be clearly marked. Trails need to be cleared and appropriate crossings placed in wet areas or rerouted to avoid wet areas as

much as possible. A maintenance plan should be developed that outlines annual tasks and appropriate uses. For instance, ATVs pose serious issues with rutting and erosion for certain soil types, including wet areas on the property's trail network. ATVs should be permitted for maintenance purposes only.

- Build a bridge to span Little River. This would connect the trails on either side.
- To enhance recreation on the property design and build a small loop trail. Figure 14 shows this conceptual trail design to include a new small loop off the main trail in the northwest part of the property. Relocate the trail leading from Haigh Road. Currently, trail users have to pass through the pasture that cattle also use. The trail running through the pasture may not be as inviting to a trail that was located next to the pasture so users can avoid the livestock. Consider communications with the adjacent landowner to the north as an option for rerouting the trail.
- The Conservation Commission should work in cooperation with the Brentwood Trails Committee for the development of new trails and maintenance of the trail network.
- Create kiosks at trailheads along Haigh Road and South Road.
- Develop a written cooperative agreement on land management activities with leasee(s) of the fields on Haigh Road. This would provide a written document that outlines acceptable uses and other conditions to be met by both parties. Furthermore, this would help to enhance the Town's risk management regarding leasing the property. A lawyer should be consulted when preparing the cooperative agreement.
- Maintain fields by grazing livestock or regular mowing to keep woody plants from establishing. These fields could also be enhanced to produce hay, if so desired.
- Prior to conducting any commercial forest and wildlife management the Town should assess feasibility and costs needed to upgrade the access from South Road for logging equipment to enter the property. The Town should also consider if this type of management aligns with the goals for recreational management on the property. The trail access from South Road would have to be upgraded as a logging road and a log landing would have to be created to store logs prior to being hauled away. Charles Moreno created a forest management plan in 2004 for the western property. The Town should consult with him about these concerns and to determine an estimate of costs to upgrade the road for forestry practices.

- If commercial forestry and wildlife management will occur careful consideration should be exercised during the planning stage. The log landing could be used as a future parking lot and logging roads could be designed as new trails. Also, money generated from the management activity could be used to support future management on the property.
- Property boundaries should be blazed or marked appropriately so adjacent landowners are aware of these boundaries and so as to help eliminate any illegal activities associated with the conservation easement deed.
- Revise the management plan every 5-10 years as needed to reflect management activities completed to-date and adapted to current management objectives as they may change.

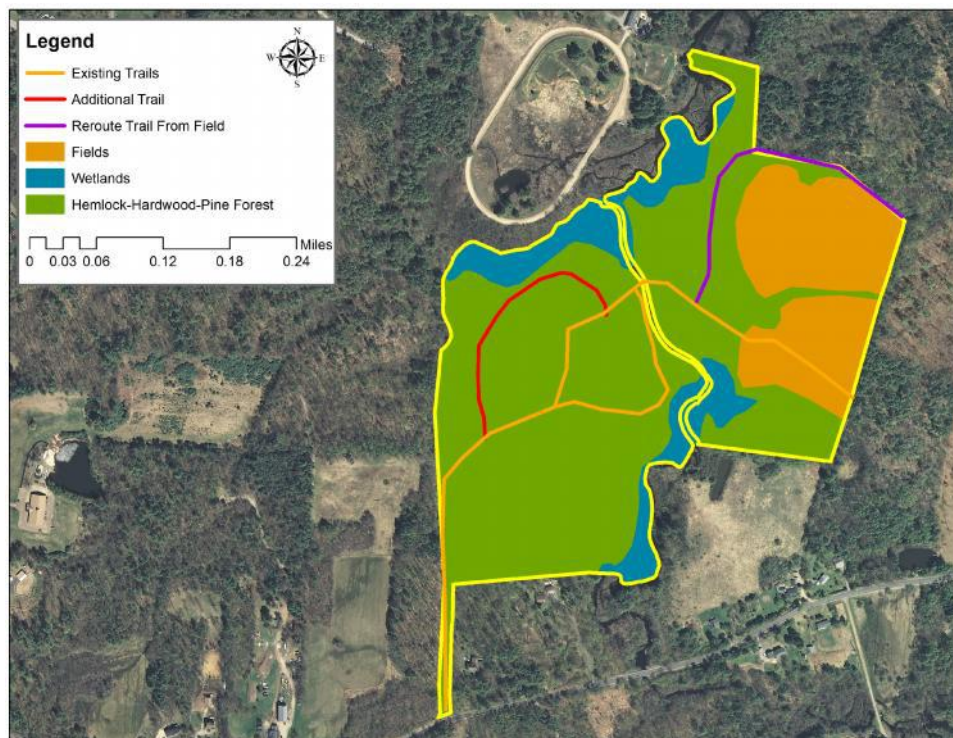


Figure 14 Conceptual design for adding to and adjusting the current trail system.

Literature Resources

New Hampshire Fish and Game Department 2015. New Hampshire Wildlife Action Plan. Concord, New Hampshire.

Sperduto, D.D. 2005. Natural Community Systems of New Hampshire. New Hampshire Natural Heritage Bureau, Concord, NH.

Sperduto, D.D. and W.F. Nichols. 2011. Natural Communities of New Hampshire. New Hampshire Natural Heritage Bureau, Concord, NH. Pub. UNH Cooperative Extension, Durham, NH.

APPENDIX A

Conservation Easement Deed

6.5.7

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX.

CONSERVATION EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that BETTY M. STEVENS, TRUSTEE OF THE J. CLINTON STEVENS AND BETTY M. STEVENS REVOCABLE TRUST u/d/t dated October 16, 1995, with an address of 10 Webster Landing Road, Kingston, New Hampshire, and ARTHUR G. STEVENS, of 1 Melodie Lane, Barrington, New Hampshire, (hereinafter collectively 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

ROCKINGHAM COUNTY CONSERVATION DISTRICT, a political subdivision of the State of New Hampshire, with a mailing address of 110 North Road, Brentwood, County of Rockingham, State of New Hampshire 03833, a "qualified organization" within the meaning of Section 170(b)(1) of the Internal Revenue Code of 1986, as amended, and a governmental body eligible to hold a "conservation easement" within the meaning of N.H. RSA 477:45-47 (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee'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") with any and all buildings, structures, and improvements thereon/being

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unimproved land situated on Haigh Road in the Town of Brentwood, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

A. The preservation of the land and the Little River to which it provides access and on which it fronts, subject to the Easement granted hereby for outdoor recreation, including hunting, fishing and trapping, or the education of the general public, through the auspices of the Grantee; and

B. The preservation and conservation of open spaces, particularly the conservation of the 33 acres, more or less, of productive farm and/or forest land of which the land area subject to the Easement granted hereby consists, and the protection of the undeveloped water frontage along the Little River, to which the land area subject to the Easement granted hereby provides access and upon which it fronts and of the wildlife habitat on the property, and the scenic enjoyment of the general public. These purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

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

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

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

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or

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commercial activities, except agriculture and forestry as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floricultural, and horticultural activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup).

ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active.

B. The Property shall not be subdivided.

C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge or culvert may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and



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ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species.

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

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous including vehicle bodies or parts.

3. RESERVED RIGHTS

A. This provision is an exception to Paragraph 2 above.

B. The Grantor reserves the right to conduct non-commercial, outdoor recreation on the property for organized sports or otherwise provided that should playing fields be constructed:

- (1) any seating shall not be permanently affixed to the property;
- (2) there shall be no outside lighting;
- (3) any signs with information about the use of the recreation area shall not exceed four square feet in sign area (not including posts);

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- (4) parking areas may be provided with gravel surface, but shall not be paved.

It is the intention of the Grantors and their assigns that the Grantors and their assignees shall be able to make use of the property for recreational purposes provided such purposes are operated by the Town of Brentwood or another public body or a nonprofit organization.

- C. No physical improvements (not to include routine maintenance) shall be performed without giving thirty (30) days advance notice to the Grantee, its successors and assigns.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property.

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

5. BENEFITS, BURDENS, AND ACCESS

- A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of 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 and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

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

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C. Members of the general public shall have access to the Property for outdoor recreation and education activities from time to time as the Grantors may determine.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

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

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. 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, 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.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

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F. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.

7. POWER OF TERMINATION

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 **Rockingham Land Trust** requesting such enforcement delivered in hand or by certified mail, return receipt requested, then said **Rockingham Land Trust** shall have the right to enforce this Easement. In such circumstance, the **Rockingham Land Trust** shall then also have the right to terminate the interest of the Grantee in the Property by recording a notice to that effect in the Registry of Deeds referring hereto and shall then assume all interests and responsibilities granted to the Grantee in this deed.

B. The interests held by the **Rockingham Land Trust** are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 5.A. above. Any such assignee or transferee shall have like power of assignment or transfer.

8. NOTICES

All notices, requests and other communications, required or permitted 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.

9. SEVERABILITY

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

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10. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value at the time of condemnation of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

11. 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 Section 5.A., above, accepts and records the additional easement.

12. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.



BK 3894 PG 0636

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.

D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

13. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

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

IN WITNESS WHEREOF, Grantors have hereunto set their hands this 7th day of October, 2002.

Carl Tuck
Witness

Carl Tuck
Witness

J. Clinton Stevens and Betty M. Stevens Revocable Trust

Betty M. Stevens, Trustee
By: Betty M. Stevens, Trustee
Duly Authorized

Arthur G. Stevens
Arthur G. Stevens

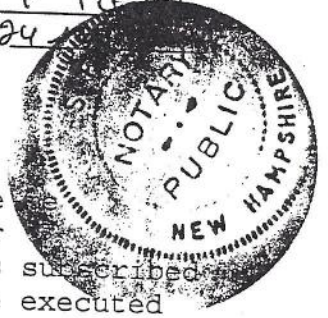


BK 3894 PG 0637

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

The foregoing instrument was acknowledged before me this 14th day of Oct, 2002 by Betty M. Stevens, Trustee under the J. Clinton Stevens and Betty M. Stevens Revocable Trust.

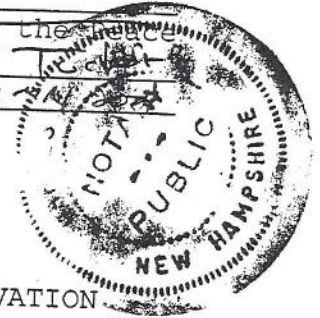
Charles F. Tucker
Notary Public/Justice of the Peace
Printed Name: Charles F. Tucker
My Commission expires: 24



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 15 day of Oct, 2002, before personally appeared Arthur G. Stevens 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.

Charles F. Tucker
Notary Public/Justice of the Peace
Printed Name: Charles F. Tucker
My Commission expires: 24



ACCEPTED this 26 day of November, 2002.

ROCKINGHAM COUNTY CONSERVATION

Mary A. Currier
Witness

By: Cynthia W. Smith
Title: Chairman Duly
Authorized

BK 3894 PG 0638

ACCEPTED this 26 day of NOVEMBER 2002.

ROCKINGHAM LAND TRUST

Mary B. Curran
Witness

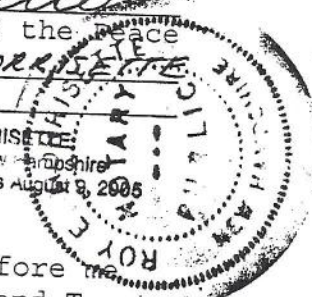
By: Joanna Pellerin
Title: President Duly
Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 26 day of NOVEMBER, 2002, before me personally appeared CYNTHIA SMITH of Rockingham County Conservation District, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Roy E. Morrissette
Notary Public/Justice of the Peace
Printed Name: ROY E MORRISSETTE
My Commission expires: August 9, 2005

ROY E. MORRISSETTE
Notary Public - New Hampshire
My Commission Expires August 9, 2005

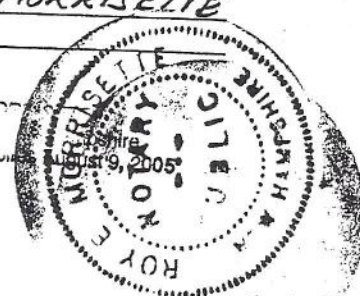


STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

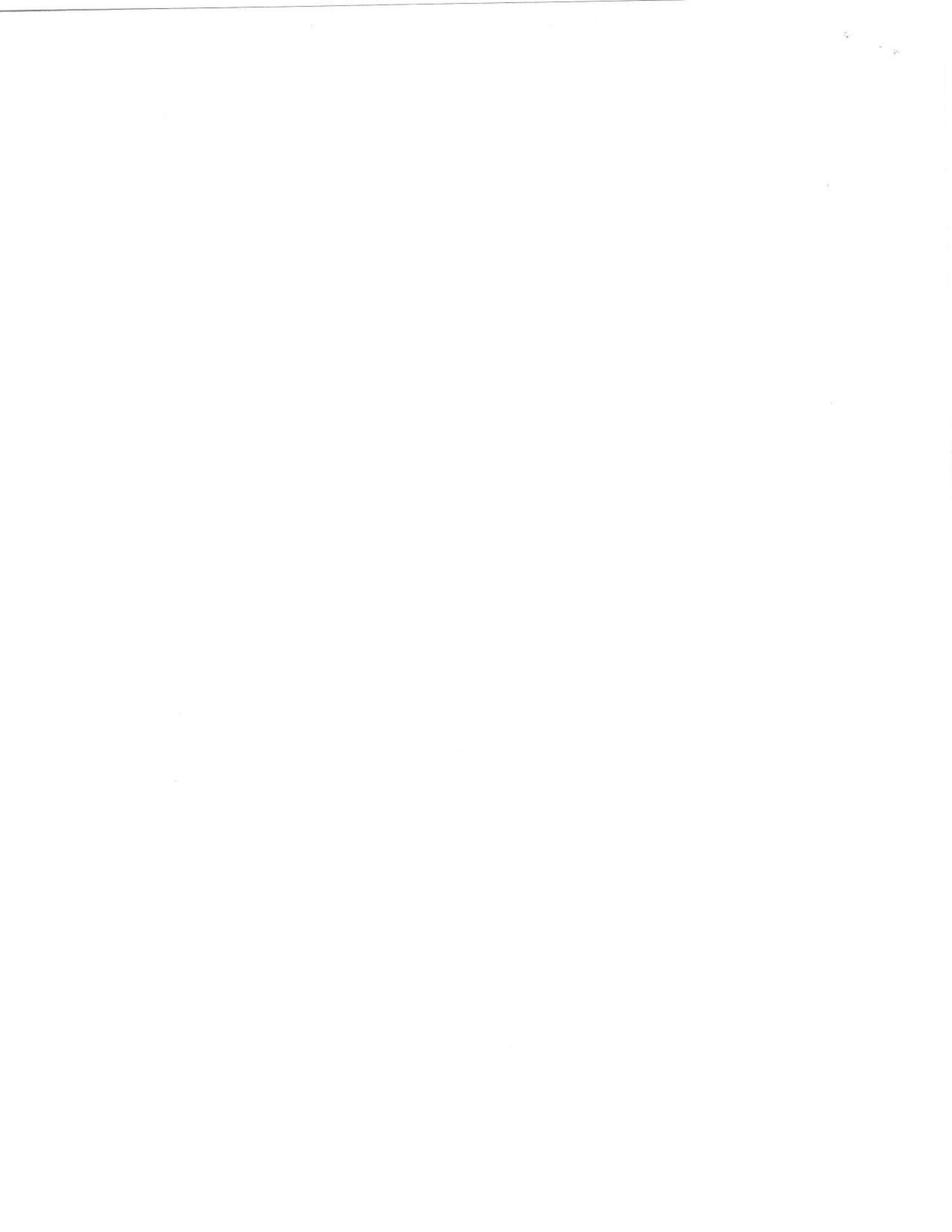
On this 26 day of NOVEMBER, 2002, before me personally appeared JOANNA PELLERIN of Rockingham Land Trust, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Roy E. Morrissette
Notary Public/Justice of the Peace
Printed Name: ROY E MORRISSETTE
My Commission expires: August 9, 2005

ROY E. MORRISSETTE
Notary Public - New Hampshire
My Commission Expires August 9, 2005



S:\STEVENS BRUCE\HAIGH ROAD CE.WPD



BK 3894 PG 0639

APPENDIX "A"

A tract of land situated in Brentwood, Rockingham County, New Hampshire, containing 33 acres, more or less, bounded:

Northerly by land now or formerly of Peter Dow and formerly of Joseph A. Averill;

Easterly, by Haigh Road, being the road that lead from the town-house in Brentwood to South Road, South Road being the road that was formerly known as the road that lead from Exeter to Fremont;

Southerly, by land now or formerly of Jill Nooney; and

Westerly, by the Little River.

Said tract being a portion of what was formerly known as the John Clifford Farm.

Meaning and intending to be a portion of the premises described in a Quitclaim Deed from J. Clinton Stevens and Betty M. Stevens to J. Clinton Stevens and Betty M. Stevens, Trustees of the J. Clinton Stevens and Betty M. Stevens Revocable Trust dated October 16, 1995, which Deed is dated November 14, 1995, and recorded in the Rockingham County Registry of Deeds at Book 3128, page 0438.

Meaning and intending to be all of the land now owned by the Grantors which lies northerly of South Road, southerly of Middle Road, easterly of the Little River, and westerly of Haigh Road, in the Town of Brentwood.

See also Deeds of John W. Stevens and Lena G. Stevens to J. Clinton Stevens and Betty M. Stevens, and Arthur G. Stevens and Ann R. Stevens, dated July 25, 1975, and recorded in the Rockingham County Registry of Deeds at Book 2244, Page 1406. Ann R. Stevens has died. See Death Certificate recorded in the Rockingham County Registry of Deeds. Meaning and intending to be a portion of Parcel 4 as described in said Deed.

This is not the homestead property of either Grantor.

APPENDIX B

NH Natural Heritage Report



NEW HAMPSHIRE NATURAL HERITAGE BUREAU

DRED - DIVISION OF FORESTS & LANDS

PO Box 1856 -- 172 PEMBROKE ROAD, CONCORD, NH 03302-1856

PHONE: (603) 271-2214 FAX: (603) 271-6488

To: Jeffry Littleton, Moosewood Ecological LLC
PO Box 9
Chesterfield NH 03443

From: Sara Cairns, NH Natural Heritage Bureau

Date: 4/8/2015

Re: Review by NH Natural Heritage Bureau of request dated 4/1/2015

NHB File ID: 2115

Town: Brentwood

Project type: Landowner Request

Location: South & Haigh Rds (Tax Map 222.001 & 222.008)

I 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): **None**

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

	Last Reported	Listing Status		Conservation Rank	
		Federal	NH	Global	State
Natural Community					
Red maple floodplain forest	1998	--	--	--	S2
Plant species					
Northern Blazing Star (<i>Liatis novae-angliae</i>)	2004	--	E	T3	S1
Canada shore quillwort (<i>Isoetes riparia var. canadensis</i>)	1899	--	E	--	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 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.

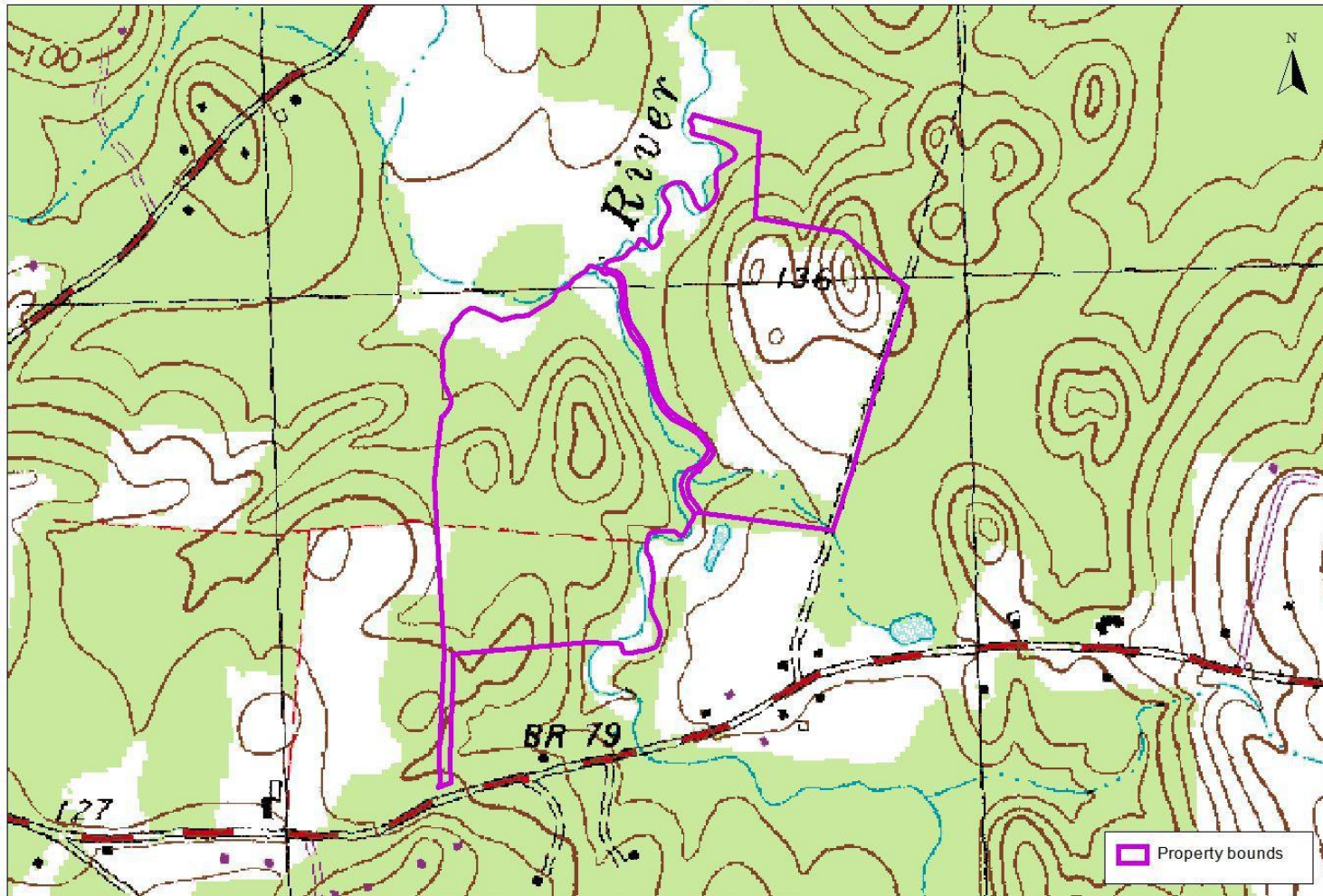
NHB: L2115



NH NATURAL HERITAGE BUREAU

Known locations of rare species and exemplary natural communities

Sensitive species are labelled but not mapped. All other records are clipped to the property boundaries.
Occurrences not on the property are not shown.



Property: Town of Brentwood

1:8000 0.25 0 0.25 0.5 Miles

08 Apr 2015