

DRAFT
North Hampton Conservation Commission
Meeting Minutes
April 9, 2019

Administrative:

The meeting was called to order at 7:03 pm.

Roll Call:

Members Present: Lisa Wilson (Chair), Kathy Grant (Co-Chair), Frank Arcidiacono, Lauri Etela, Phil Thayer, and Andrew Vorkink.

Members of the Public: Eric Botterman, Millennium Engineering, Mark West, West Environmental, Inc.; Joan Ganotis, Bobbi Burns, and Dave Buchanan, North Hampton Agricultural Commission.

Reading: Preamble of the Code of Ethics

Lisa Wilson, Chair, read the preamble pursuant to 31:39-A.

Approval of March 12, 2019 Draft Meeting Minutes:

Andy Vorkink corrected the March 12, 2019 Draft Meeting Minutes on page 4, second paragraph to: *"The terms of the conservation easement provide for agricultural and non-commercial recreational use of the property."* ***A motion was made by Lauri Etela duly seconded by Phil Thayer, to approve the March 12, 2019 minutes as amended.*** The motion carried.

New Business:

Request Design Review for Site Plan and Conditional Use Permit: Millennium Engineering Inc. on behalf of the applicant Leo J. Crotty, Jr. 216 Lafayette Road, North Hampton, NH, Tax Map 21, Lot 28-1. Plans were presented by Mark West and Eric Botterman to construct two building additions to house the front end of a helicopter, cold storage and create more efficient work flow. Wetlands exist along the northern border of the property. New construction is proposed within 1550 square feet of the wetland buffer for approximately 4400 total square feet of new construction.

Among the issues discussed, the Commission expressed concern about the adequacy of the septic system and the effectiveness of the overall drainage plan due to proposed impacts within the wetland buffer. The Commission suggests that the Planning Board evaluate the effectiveness of the drainage plan and take measures to ensure that the removal of possible contaminants is in accordance with DES guidelines. Further testing by the NHDES may be necessary to determine whether there is any contamination within the wetlands buffer and nearby wetlands and whether any of those contaminants stem from the Coakley Land Fill. If any contaminants are discovered at the proposed building site - 216 Lafayette Road, the drainage plan should ensure that potential contaminants do not drain into the wetlands.

The applicant explained that the drainage plan for the project will improve the existing conditions to include the addition of crush stone filtration strips and swales to redirect drainage away from the wetlands. Existing work on the site includes the removal of invasive species.

A motion was made by Lauri Etela, duly seconded by Phil Thayer, to authorize the Chair to draft a letter to the Planning Board stating the Conservation Commission's concerns to include evaluation of the impacts to the wetlands buffer and the effectiveness of drainage plan.

Agricultural Commission: The North Hampton Agricultural Commission asked to partner with the Conservation Commission to help accomplish goals identified in its draft for a new Agricultural Resources chapter for the Agricultural Commission Master Plan. The Agricultural Commission also wishes to work with the Conservation Commission to educate residents about the benefits of placing land into Current Use.

The Conservation Commission expressed its support of agriculture and the importance of promoting and encouraging agricultural activities in North Hampton. The Commission suggested that the first step toward helping the Agricultural Commission achieve its goals is to identify conservation land or town-owned land where the planting of fruit trees, for example, is both feasible and permitted by the terms of the specific conservation easements. The Commission discussed town-owned conservation lands such as the Community Garden, the Dustin-Booker Farm, and the Woods conservation parcels as possible sites that may be suitable for plantings.

Review FB Environmental Water Quality Testing Results: The Commission discussed the findings from 2018 FB Environmental Report, which included specific information of possible sites where there was evidence of contamination off Appledore Avenue. The Commission recommended that the Chair discuss the findings with the Town's Health Officer, Building Inspector, Town Administrator, and Select Board to determine next steps. The Commission also suggested that the Town contract with the NHDES to conduct additional testing in the areas where contamination may be present. ***A motion was made by Andrew Vorkink, duly seconded by Phil Thayer, to authorize the Chair to draft a letter to Town officials to investigate the potential sources of pollution and devise a remediation plan.*** The motion carried.

Consideration of Nominations for Appointments to the Conservation Commission

The Chair nominated Kathy Grant and Philip Thayer for re-appointment to the Conservation Commission by the Select Board for a three-years term to expire in 2022. The Chair also nominated Frank Arcidiacono, who currently serves as an Alternate Member, to be appointed as a regular member for a three-years term to expire in 2022. The Chair thanked Kathy, Phil, and Frank for the work they have accomplished on behalf of the Commission and for their dedication to conservation. ***A motion was made by Andrew Vorkink, duly seconded by Lauri Etela, to send a letter to the Select Board to recommend the nominations of Kathy Grant, Phil Thayer, and Frank Arcidiacono for appointment by the Select Board.*** The motion carried.

Old Business:

Conservation Easement Subcommittee Update: Andrew Vorkink reported that the legal documents to complete the access to the Little River Conservancy are now recorded at the Rockingham County Registry of Deeds. The documents that have been filed include the deed, lot line adjustment, and releases, which are now legally in effect. The town owned access easements across Lots 12-30-21 and 12-30-20 from Squier Drive to town owned Lot 12-25 have been extinguished and the 15' wide transfer of land across the southeastern border of Lot 12-30-21 has been incorporated into Lot 6-80 owned by the Conservation Commission. That gives the town a contiguous set of parcels under conservation and open to the public from Woodland Road to just east of Mill Road, about 4000 feet at its widest part.

Lamprey Barn Conservation Easement Update: Andrew Vorkink reported that the Commission had just received the written response from the property owner of the Lamprey farm easement,

which was circulated to the members of the Commission before the meeting. Prior to the Commission's March meeting a neighbor to the Lamprey farm who had filed complaints in the past about the easement had filed a new complaint in March that two social events had occurred in the barn on the property in June 2018 and October 2018 and that these events were violations of the conservation's agricultural purposes under the easement.

Mr. Vorkink had then sent an email asking for an explanation from the owner. The owner had informed Mr. Vorkink by phone that both events were for charitable purposes and the owner would send a formal response to the Commission by letter. The complaint contained photos and a video of a dinner taking place inside the barn in October 2018 with a dining table for about twenty people, a band playing in the corner and the sheep in the barn next to the table in a corral. The video had apparently been taken from the Facebook page of an attendee to the dinner who is a sponsor of the organization holding the dinner called Veterans Count, a charitable organization which supports homeless veterans and veterans at risk of suicide. These facts were discussed at the Commission's March meeting but no decision was made pending receipt of the formal reply from the owner.

Just prior to the April meeting of the Commission the letter from the owner arrived explaining the circumstances of the two social events and the owner's position that the use of the barn for charitable social events where the space was made available to charitable groups without payment to the owner was not a violation of the easement.

The letter from the owner, which was from his attorney, stated that the first dinner was for a group from the University of New Hampshire Agriculture School and the second dinner was for the Veterans Count charity, which as reported by the owner in March had had a caterer set up the dining facilities, the lighting and the band inside the barn for the purpose of the dinner and had removed them after the dinner.

Mr. Vorkink explained that the Lamprey farm easement was written by Mr. Lamprey in 1993 and the property was sold by the Lamprey family to the current owner in 2008 as private property subject to the terms of the easement. The conservation easement was written using standard terms to qualify for a charitable tax deduction by Mr. Lamprey in 1993 under the Internal Revenue Code and NH law. As such, many terms in the easement have special meaning required by federal and state law. The heart of the easement is that the owner of the land has to maintain it in perpetuity as open space without conducting any industrial or commercial activities except agriculture.

Open space is a special term which does not mean a park-like situation but farmland or forest land. A working farm is considered open space under federal and state law. In addition, agriculture means not only farming under New Hampshire law but according to New Hampshire land use statutes activities related to farming including attracting visitors to attend events and accessory uses to the primary farm operations including eating a meal, staying overnight, enjoying the farm environment and being educated about farm operations.

The purpose of such language in New Hampshire laws about farms is for others to see how farming takes place and to help conserve farming in the state as an important policy objective. In addition to these wide purposes behind agriculture, the easement specifically includes a list of prohibited activities on the property such as building structures on the property which would be inconsistent with farming, such as swimming pools, landing strips, towers, mobile homes and tennis courts. However, the easement lists improvements which are specifically permitted for agriculture such as a road, fence, drainage ditch, dam, culvert, and in the case of the Lamprey farm easement, the building or location of a barn and shed on the property. The reference to a barn is unusual for a conservation easement and shows that Mr. Lamprey clearly intended that a barn could be added to the property by a subsequent owner.

From that reading the Commission had determined in 2015 that a historic barn could be relocated on the property and a septic system within the barn to collect animal waste which otherwise would flow into the Little River and thus to North Hampton Beach could be added to the barn as approved by NH DES and such septic system could include a toilet. Both of those decisions by the Commission had been challenged by the complainant and were then reviewed by the New Hampshire Attorney General, which found the Commission had acted properly and reasonably in making its decisions that no violation of the easement had occurred.

Mr. Vorkink then said that the easement also contained language allowing outdoor recreation on the property, which along with commercial agriculture, is a separate conservation use permitted by the U.S. tax code for conservation easements. The issue therefore for the Commission becomes whether the use of an agricultural barn, which is being used for animals such as sheep and horses and other agricultural activities can also be used for occasional social events such as charitable events where the owner is not paid for the barn's use.

So long as the agricultural purpose of the barn is not affected by so much use by such charitable events to question whether the barn was no longer primarily being used for agriculture, Mr. Vorkink said his recommendation as chair of the easement subcommittee is that the claimed violation of the easement not be found to be a violation of the easement. This was a recommendation but the Commission, sitting not as lawyers or a court but a municipal body responsible for enforcing conservation easements, had the administrative authority as holder of the easement to decide whether a violation had occurred.

After detailed discussion by members of the Commission about the complaint, the facts, the response from the owner and the language of the easement, the Commission decided that there was no violation of the easement by the charitable social events which occurred on the property in 2018. ***A motion was made by Andrew Vorkink, duly seconded by Phil Thayer that upon review of the complaint and upon hearing from the owner, the Commission finds that there was no violation of the easement. The letter from the owners's attorney, which includes a summary of the language in the easement, and the complaint letter are attached to the minutes***

The motion carried unanimously.

UNH Extension New Hampshire BioBlitz Program: This program will provide assistance to towns that want to learn what kinds of plants, animals, fungi and insects ("biodiversity") can be found on town-owned land. The Chair will contact UNH to learn more about the selection process.

Correspondence:

Email dated April 2, 2019: An email was received from Lisa Wise, Climate Adaptation Program Manager, UNH Extension and UNH Sea Grant, Durham, NH. The Chair reported that the wetlands maps are posted on the Town website, but that no action has been taken to update the Town's Natural Resource Inventory.

Letter dated March 1, 2019: Letter received from Deborah Goard, SELT, informing the Commission that SELT will soon schedule annual monitoring of Forest Hills Farm and Little River Conservation Parcels.

Letter dated March 20, 2019: Letter from NH DES: Notice of Acceptance of Shoreland Permit Application for 9 Ocean Boulevard, North Hampton, NH Tax Map 1, Lot 9 for work to be completed.

Other Business: Phil Thayer reported that the Eagle Scout Project by Christopher Holden of Troop 162 to clean up the Dustin property has been approved. The project is scheduled to be complete by early May.

There being no further business to discuss, ***a motion was made by Phil Thayer, seconded by Kathy Grant to adjourn the meeting.*** The meeting was adjourned at 9:50 p.m.

Respectfully submitted,
Beverly Moore
Recording Secretary

“These minutes were prepared within five (5) business days as required by NH RSA 91-A:2, II. They will not be finalized until approved by the majority vote by the Commission.”

Attachments:

1. **Email dated March 10, 2019** to the Conservation Commission from Mr. Gosselin.
2. **Letter dated April 5, 2019** to Mr. Vorkink and the Conservation Commission from Mr. Christopher H.M. Carter, Esq. on behalf of Al and Donna Perkins, the owners of 54 Atlantic Avenue, which is subject to the D. Morris Lamprey Conservation Easement.

----- Original Message -----From: WILLIAM GOSSELIN <bgosselin5@comcast.net>

To:

Date: March 10, 2019 at 5:37 PM

Subject: [Copy] Fwd: March 12, 2019 C.C. Meeting

Dear Conservation Commission,

I am asking the C.C. (Conservation Committee) for the opportunity to approach the C.C. at the Tuesday, March 12, 2019 meeting on the contents of this letter. If my request is rejected, I am asking for this letter to be read into the record at the meeting.

The attachments are two different parties that were held at the barn located on the Lamprey Conservation Property. The barn is being used for non agricultural use which is in violation of the Lamprey Deed.

1) On or about June 15, 2018 the first photo shows a forty-nine passenger coach bus, which is to right of the barn. The cars parked on the conservation property were overflows from the field for parking on the west side of 54 Atlantic Ave.

This is the June 15, 2018 party the conservation easement chairman, Mr. Vorkink, stated to Assistant Attorney General of Charitable Trusts, Mr. Donovan, did not happen.

The owners claimed the easements are not being violated because the violations are for agriculture. The eight or nine sheep have been leased during the summer months for the last two years, and Mr. Vorkink's satellite photo of corn to Mr. Donovan, is from 2016. There were no crops visible from Atlantis Ave. or Rt.1A in 2018.

2) On or about October 11, 2018, the other photos show the interior of the barn during an event. The owner is visible in the third interior photo. One video spans the southern interior of the barn showing a band performing in front of three large glass garage doors overlooking the marsh and ocean. Candles are lit throughout this "agricultural barn" and an eight foot vertical gas fireplace is the forefront of pictures on the west side wall. The north side exposes large animal heads hanging on the wall and the northeast side of the barn, the toilet in the bathroom. Unless the sheep are pot-ti trained, the approved septic system was based on deceptive information (human waste could be considered "animal waste"). In the center, a long table under chandeliers being catered by professionals as depicted in the photos. The pictures prove that the description of the video is reliable. There is absolutely no doubt that the photos and video of the interior is in violation of the Lamprey Easements to barn and property and should be restored as per Sect. 6A, 6B & 6C of the Lamprey Deed.

At the 2017 Deliberative Session and the January 8, 2019 select board meeting, Mr. Perkins claimed to reside at 54 Atlantic Ave. The owners reside in a 7,550 square foot estate to the right of 54 Atlantic Ave. and are away during part of the winter. However, their adult son is around if an inspection is needed.

Two town officers, including the former Conservation Committee Chairman, violated state laws (RSA 91A:3, 91:2, and 91A:211(d) to cause the permanent forfeiture of this gift to the residents and visitors to North Hampton. During the April 10, 2017 select board meeting the town officers actions were brought to the attention of the select board. The C.C. Chairman resigned ten days after the select board meeting and shortly after the town administrator resigned.

The Lamprey Conservation Easements are intended for all residents and visitors in perpetuity, not for the benefit of two.

Based on the following:

- Residents statements that the barn was, and is intended for private parties.
 - During the 2017 Deliberative Session, Mrs. Perkins stated that she told me it would be a great barn for parties.
 - Residents complaints to the C.C. and Select Board.
 - Photos of two private parties.
 - Video of one of the parties in the hyper-link at the top of this page.
 - There is no doubt that there are numerous violations to the Lamprey Conservation Easements and a ruling based on the facts is in order.
- Please let me know the Commission's decision.

Regards,

William J. Gosselin



<https://www.facebook.com/renee.plummer.7/videos/10155797202371451/?t=18>





650 Elm Street
Manchester, NH 03101-2596
p: 603-225-4334 f: 603-224-8350

Christopher H.M. Carter
ccarter@hinckleyallen.com
Direct: (603) 545-6104

April 5, 2019

Via Email and U.S. Mail

Andrew Vorkink
Chair, Subcommittee on Easements
North Hampton Conservation Commission
233 Atlantic Avenue
North Hampton, NH 03862

Re: 54 Atlantic Avenue; D. Morris Lamprey Conservation Easement

Dear Mr. Vorkink and Members of the Conservation Commission:

I write on behalf of Al and Donna Perkins, the owners of property at 54 Atlantic Avenue (the "Property" or "54 Atlantic Avenue") which is subject to the D. Morris Lamprey Conservation Easement (the "Easement"). I appreciate this opportunity to respond to disparaging allegations raised by William Gosselin in his March 10, 2019 email to the Commission, and by R. Casey O'Kane in a March 19, 2019 letter that appeared on SeacoastOnline.com. Those allegations concern the Perkins' generosity in allowing the UNH School of Agriculture, and a charity that provides suicide prevention services to war veterans, to use their barn to hold two small, private fundraising events.

To start, I feel compelled to observe that it is indeed unfortunate that Gosselin and O'Kane have chosen to renew the vindictive and self-serving course of conduct that they began over five years ago. Relying on the false premise that the Property must remain, in perpetuity, in an undisturbed and unimproved state, Gosselin and O'Kane have sought to denigrate the Commission and the Perkins for uses of the Property that are expressly allowed by the Easement.

The Property is a farm. It is and has been used by the Perkins to raise animals, grow crops, store farm equipment, and conduct other permitted agricultural and recreational uses. It cannot be emphasized enough that the Easement unequivocally permits a broad scope of commercial and non-commercial agricultural uses, as well as recreational activities and the construction of barns and other structures attendant to those uses. It also bears emphasis that this is private land; Gosselin and O'Kane have no grounds demand that the Perkins obtain prior approval before setting foot on their land.

Gosselin and O'Kane's past objections to uses that clearly comport with the Easement have been uniformly and emphatically rejected. In 2014, Gosselin and O'Kane publically condemned the Commission and other Town officials for allowing the erection of a small barn on the Property – a use clearly allowed under the plain language of the Easement. In March 2015, the Commission

appropriately rejected Gosselin and O’Kane’s objections and reaffirmed that the Perkins’ uses of the Property fall squarely within the scope of the Easement.

Undeterred, Gosselin and O’Kane next filed a complaint with the NH Attorney General’s Office to accuse the Commission of being derelict in its duty to enforce the Easement. On July 24, 2015, the Attorney General’s Office issued a detailed report which rejected that complaint and concluded, inter alia, that the Commission’s decision “*reflects a careful consideration of the language of the easement the conservation values contained therein and the Current Owner’s reserved rights to conduct agricultural activities.*” On November 25, 2015, after O’Kane and Gosselin continued to challenge the Commission’s conduct and motives, the Attorney General’s Office issued a second report that again upheld the Commission’s decisions and concluded, in equally emphatic terms, that all of the Perkins’ uses of the Easement, including the planting of trees and construction of a septic system for the barn, complied fully with the Easement. The Attorney General was clear that it would not entertain any further complaints from Gosselin and O’Kane, noting it had “reviewed and reported twice” on the matter and planned to “close [its] file.”

Still unwilling to stand down, in 2017, O’Kane and Gosselin advanced a warrant article that called for a vote to remove of the barn. They did this even after the Town’s counsel properly concluded that the requested relief was unlawful and unconstitutional. Not surprisingly, the warrant article failed.

Given these prior rulings, one might well question Gosselin and O’Kane’s motives in persisting with their public and personal attacks against the Commission and the Perkins. Perhaps they view these actions as sport. But for the Perkins – and, undoubtedly, the Commission, the Town, and its taxpayers – the time, money, and effort required to respond to this conduct has been enormous.

1. The Easement

I recognize that the Commission is familiar with 54 Atlantic Ave and the neighboring land, which historically has been used for farming, equestrian activities, dairy operations, and other agricultural and recreational purposes.

I also recognize that the Commission may be familiar with the Easement. There is no question that the Easement does not require or even contemplate that the Property be maintained in an unaltered and unused state. Instead, the Easement contemplates use of the Property for a broad range of agricultural, recreational, and horticultural activities.

In brief, the Easement:

- Expressly permits “agricultural” activities, defined to include “agriculture, animal husbandry, floricultural and horticultural activities; and the production of plant and animal products for domestic or commercial purposes.” See **Tab 1**, Easement, § 1(A)(i).

- Expressly allows for the construction of “ancillary structures or improvements,” to include a “a road, drainage ditch, dam, fence, culvert, barn, or shed,” as “necessary in the accomplishment of on-site, land based agricultural, conservation or non-commercial outdoor recreational uses of the Property,” provided such uses are “not detrimental” to the purposes of the easement. Id. at §1(C).
- Expressly allows for the removal, filling, or “other disturbances of the soil surface” when necessary “in the accomplishment of the agricultural ... uses of the Property.” Id., § 1(D)(i).

2. The Perkins’ Preservation and Use of the Property

Under the Perkins’ stewardship, the Property has been preserved as a beautiful working farm that is perfectly in keeping with the Easement and the historic uses of land in this area. As noted, in 2014 the Perkins relocated a 120 year old barn to the Property. They then fully restored the structure, for example by replacing aluminum siding with wooden clapboards and reconstructing horse stalls, while preserving its original timber beam construction.

The Perkins also have harrowed, fertilized, and reseeded the pastures, which have been harvested for hay and used to grow corn, millet, and pumpkins. The Property and barn also are and have been used to keep a variety of farm animals, including horses, goats, pigs, and sheep.

3. Groundless Complaints by Gosselin and O’Kane

The most recent allegations by Gosselin and O’Kane concern the Perkins’ donating use of the barn for two non-profit organizations to hold small fundraising events. In June 2018, the Perkins allowed the UNH School of Agriculture to use the barn to hold a dinner. Then, in October 2018, the Perkins allowed “Veterans Count,” an Easter Seals organization committed to providing support and suicide prevention services to returning war veterans, to use the barn host a second small fundraising dinner.

The Perkins received no payment of any kind in return for supporting these worthy organizations. Neither event harmed the Property, marred the land, or resulted in any activity that – to any reasonable person – could remotely be characterized as offensive or disruptive. Gosselin and O’Kane have badly (and, apparently, deliberately) mischaracterized the two charitable events held at the barn. Let me state in no uncertain terms: those non-commercial events were entirely in line with permitted agricultural and recreational uses of the Property as those uses are defined in the Easement and New Hampshire law.

The Easement states “[t]he Property shall be maintained in perpetuity without there being conducted thereon any industrial or commercial activities, except agriculture.” Under New Hampshire zoning and land use law, “[t]he word[] ‘agriculture’ . . . mean[s] all operations of a farm,” including “[a]ny practice on the farm incident to, or in conjunction with such farming operations.” RSA 21:34-a. Such farming operations include “attracting visitors to a farm to attend events and activities that are accessory uses to the primary farm operation, including but

not limited to, eating a meal, making overnight stays, enjoyment of the farm environment, education about farm operations, or active involvement in the activity of the farm.” Id.

In the same bill adopting the above statutory definition of “agriculture,” the legislature also effected a broad change to general court’s “Declaration of Purpose” in the statutory chapter pertaining to Planning and Zoning. See 2015 N.H. SB 345. In relevant part, the Declaration of Purpose now reads as follows:

Agritourism, as defined in RSA 21:34-a, is undertaken by farmers to contribute to both the economic viability and the long-term sustainability of the primary agricultural activities of New Hampshire farms. Agricultural activities and agritourism shall not be unreasonably limited by use of municipal planning and zoning powers or by the unreasonable interpretation of such powers;...

RSA 672:1, III-b. The section continues it would be “unreasonable” for local land use authorities to fail to “recognize that agriculture and agritourism as defined in RSA 21:34-a . . . are traditional, fundamental and accessory uses of land throughout New Hampshire.” Id. at III-d. Finally, in the portion of New Hampshire’s statutes addressing “Agricultural Uses of Land,” the legislature added a new provision, entitled “Agritourism Permitted,” which reads “Agritourism, as defined in RSA 21:34-a, shall not be prohibited on any property where the primary use is for agriculture. . . .” RSA 674:32-d.

The above legislative enactments make abundantly clear New Hampshire’s policy in favor of welcoming community members onto agricultural lands for the purposes of entertainment and education. Mr. Lamprey, perhaps ahead of his time in this regard, too appreciated the importance of agricultural land and thus dedicated the Property, in perpetuity, for the very same purposes. The events held on the Property were not only permitted under the Easement and New Hampshire law, but were consistent with the letter and spirit of Mr. Lamprey’s bequest.

In conclusion, the Perkins’ use of the Property comports with the Easement and, further, has greatly enhanced the community’s ability to appreciate the scenic quality and historical character of this land. I respectfully request that the Commission issue a finding that not only rejects the most recent allegations by Messrs. Gosselin and O’Kane in the most emphatic terms possible, but also will deter any continued attempt to use this Commission as a platform to air baseless and damaging allegations against the Perkins and Town Officials.

Should the Commission have any questions, please do not hesitate to contact me.

Sincerely,



Christopher H.M. Carter
CHMC/smc

TAB 1

001 116 1

PK 3029 P0275

CONSERVATION EASEMENT DEED

I, D. MORRIS LAMPREY, TRUSTEE OF THE D. MORRIS LAMPREY
REVOCABLE TRUST u/a/d September 26, 1991, of 63 Atlantic Avenue,
Town of North Hampton, County of Rockingham, State of New
Hampshire 03862, (hereinafter sometimes referred to as the
"Grantor" and shall, unless the context clearly indicates
otherwise, include the Grantor's executors, administrators, legal
representatives, devisees, heirs and/or assigns), for
consideration paid, grant to the TOWN OF NORTH HAMPTON, with a
mailing address of Town Hall, North Hampton, New Hampshire 03862,
acting through its Conservation Commission pursuant to
RSA 36-A:4, being a public entity, contributions to which are
deductible for federal income tax purposes pursuant to the United
States Internal Revenue Code, (hereinafter sometimes referred to
as the "Grantee" which word shall, unless the context clearly
indicates otherwise, include the Grantee's successors and/or
assigns), with WARRANTY covenants, in perpetuity the following
described conservation easement on land in the Town of North
Hampton, New Hampshire, pursuant to New Hampshire RSA 477:45-47,
exclusively for conservation purposes, namely:

1. To assure that the Property will be retained forever in
its undeveloped, scenic, and open space condition and to prevent
any use of the Property that will significantly impair or
interfere with the conservation values of the Property; and
2. To protect the significant natural habitat of the salt
marsh; and

0069987

DEC 29 8 09 AM '93

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

3. To preserve open spaces, particularly the salt marsh and productive farmland, of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public from Atlantic Avenue and Route 1A and consistent with the clearly delineated Town of North Hampton conservation policy, to yield a significant public benefit, and with New Hampshire RSA Chapter 79-A which states:

"It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources."

All consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") and improvements thereon situated in the Town of North Hampton, County of Rockingham, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof, and being designated as Lots 65 and 137, Map 1 of the Tax Map for the Town of North Hampton, New Hampshire.

This Conservation Easement Deed does not constitute homestead property.

The Property is said to consist of 24.37 acres of salt marsh and agricultural land with frontage on Little River which serves as a natural area and habitat for migrating Canadian geese and other waterfowl and wildlife. The Property abuts land of Wildlife Preserves, Inc.

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

1. USE LIMITATIONS.

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture, provided the capacity of the Property to produce agricultural crops shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.

i. For the purposes hereof "agriculture" shall include agriculture, animal husbandry, floricultural and horticultural activities; the production of plant and animal products for domestic or commercial purposes.

ii. Agriculture activity 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. Agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Conservation Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public roads.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety.

C. No dwelling, tennis court, swimming pool, aircraft landing strip, tower, mobile home or other structures or improvements of any kind shall be constructed, placed or introduced onto the Property except for ancillary structures or improvements such as a road, drainage ditch, dam, fence, culvert, barn, or shed which may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of on-site, land-based agricultural, conservation or non-commercial outdoor recreational uses of the Property and only so long as they are not detrimental to the purposes of this easement.

1. Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the Property; the scenic views of and from the Property as viewed from public roads; the historic and archeological values; and agricultural production on the Property.

D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed until all necessary federal, state and local permits and approvals are secured and unless such activities:

1. Are commonly necessary in the accomplishment of the agricultural, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and

ii. Do not harm state or federally recognized rare 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; and

iii. Are not detrimental to the purposes of this easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the agricultural, conservation or non-commercial outdoor recreational uses of the property and not detrimental to the purposes of this easement.

F. There shall be no mining, quarrying, excavation or extraction of rocks, minerals, gravel, sand top soil or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of paragraphs 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, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

H. The Property shall not be used to meet any designated open space requirements as a result of the provisions

of any subdivision approval or land use regulation process or in calculating allowable unit density.

2. RESERVED RIGHTS.

A. Grantor reserves the right to create ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active.

B. Grantor reserves the right to post against trespass, hunting and vehicles.

3. AFFIRMATIVE RIGHTS OF GRANTEE.

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. The Grantee shall have the right to post signs on the Property identifying it as protected land.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE.

A. Grantor agrees to notify the Grantee in writing within ten (10) days after the transfer of title of the Property.

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

5. BENEFITS AND BURDENS.

A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to an organization that at the time of transfer qualifies under Section 170 (h) of U.S. Internal Revenue Code, as amended, and New Hampshire law as an eligible donee to receive this easement directly. Any such assignee or transferee shall have like power of assignment or transfer.

6. BREACH OF EASEMENT.

A. When a breach of this Easement comes to the attention of the Grantee or its agent, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have thirty (30) days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors, agent or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the

said Grantor is determined to be directly or indirectly responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. CONDEMNATION.

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor shall, and the Grantee at its sole option may, act 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 damages (or proceeds) recovered shall be divided between them in proportion to the full and fair market values of the respective interest of the Grantor and Grantee in that part of the Property condemned immediately after the execution and delivery hereof taken as a proportion of the sum of said values. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantor or Grantee) who made the improvements. The

Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

8. SEVERABILITY.

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

IN WITNESS WHEREOF, I have hereunto set my and this 22nd day of December, 1993.

D. MORRIS LAMPREY REVOCABLE TRUST

C. Russell Shillaber
Witness

D. Morris Lamprey
D. Morris Lamprey, Trustee

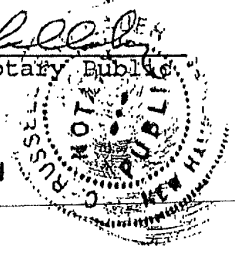
STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

December 22, 1993

Personally appeared, D. Morris Lamprey, Trustee of the D. Morris Lamprey Revocable Trust, who acknowledged the foregoing to be his voluntary act and deed, before me,

C. Russell Shillaber
Justice of the Peace/Notary Public
My Commission Expires:

C. RUSSELL SHILLABER
NOTARY PUBLIC - MY COMMISSION
EXPIRES SEPTEMBER 29, 1998



ACCEPTED: Town of North Hampton, New Hampshire

By: Stanley W. Kuroki, R. P. [Signature], and _____
Selectmen

PK 3029 P0284

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

December 27, 1993

Personally appeared, Stanley W. Knicker Richard P. Crowley
and _____, as Selectmen of the Town of North Hampton,
New Hampshire, who acknowledged the foregoing to be their
voluntary act and deed, before me,

Beverly J. Luntz
Justice of the Peace/Notary Public
My Commission Expires: March 29, 1994

