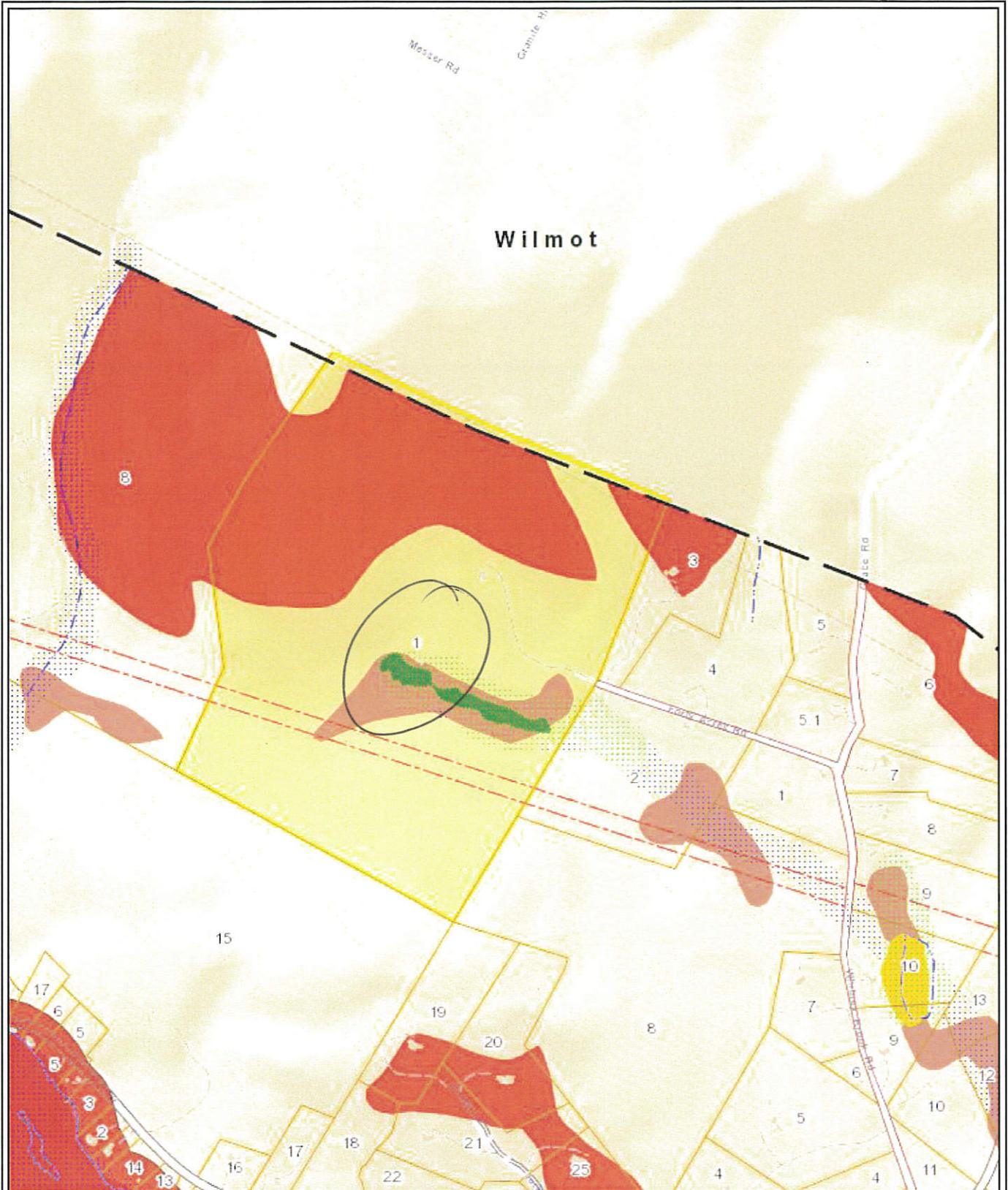


Deming



Forty Acres Road TM 038-001-000 Deming Property showing GIS data layers

Tri Town, NH

1 Inch = 795 Feet

December 08, 2015



www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Wilmot

8

LOT 1
± 113 Ac

LOT 2
± 12 Ac

1

3

4

WHITNEY

2

15

8

151 FORTY ACRES ROAD
Tri Town, NH
1 Inch = 400 Feet
September 07, 2015



www.cai-tech.com

CAI Technologies



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CURRENT OWNER	TOPO.	UTILITIES	STRT./ROAD	LOCATION	DESCRIPTION	CURRENT ASSESSMENT	ASSESSED VALUE	
DEMING BARBARA A TRUST BARBARA A DEMING TRUSTEE PO BOX 26	4 Rolling	5 Well 6 Septic	3 Unpaved	3 Rural	RESIDENTL RES LAND RESIDENTL CU LAND	Code 1010 1010 1010 6133 6174	Appraised Value 369,700 137,850 4,400 280,400 42,700	ASSESSED VALUE 369,700 137,900 4,400 4,613 1,450
ELKINS, NH 03233 Additional Owners:	Other ID: 00038 00001 00000		Septic Infor	WORK #: 199805970 BDR	CU LAND	6174	42,700	4,613
ZONE UTILITY Ward Prec. ROADFF		MP WF CONSERVAT YES						1,450
GIS ID: 038-001-000		ASSOC PID#						518,063



RECORD OF OWNERSHIP	BR-VOL/PAGE	SALE DATE	q/u	w/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)
DEMING BARBARA A TRUST TABOR, BROWDER	2110/ 4	07/27/1998			0	0	Yr. Code Assessed Value
							2015 1010 369,700
							2015 1010 137,900
							2015 1010 4,400
							2015 6133 4,613
							2015 6174 1,450
Total:							518,063

EXEMPTIONS		OTHER ASSESSMENTS		APPRaised VALUE SUMMARY	
Year	Type	Description	Code	Amount	Comm. Int.
				0	0
				0	0
				0	0
				0	0
Total:				0	0

ASSESSING NEIGHBORHOOD		NOTES	
NBHD/SUB	NBHD Name	Street Index Name	Batch
99/A			

BEIGE I=VG
SFB=1 ROOM GOOD VIEW
10/03 - LIST CU CODES
4/13 PATTO=IRREG SHAPE, MEAS
8/14 CONSERVATION EASEMENT-AUSBON

BUILDING PERMIT RECORD						VISIT/ CHANGE HISTORY								
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result
									04/05/2013			RE	M	MEASURE
									08/09/2010			AR	AC	ADMIN DATA ENTRY
									10/07/2003			SNI	AC	ADMIN DATA ENTRY
									02/24/2003			DG	ML	MEASURE & LIST
									04/24/2000			BR		

LAND LINE VALUATION SECTION

B Use Code	Use Description	Zone	D Front	Depth	Units	Unit Price	I Factor	S.A.	Acres	C Factor	ST Idx	Adj.	Notes-Adj	Special Pricing	S Adj Fact	Cd.	Adj. Unit Price	Land Value
1 1010	Single Fam MDL-01	FOR			43,560	SF	1.99	1,0000	4	1.0000	41	1.00		VW2	1.50	M	1,99	130,050
1 1010	Single Fam MDL-01	FOR			4.33	AC	5,000.00	1.0000	0	0.7200	0	0.00			1.00	AC	1,800.00	7,800
1 6174	WP MANAGED	FOR			15.80	AC	5,000.00	1.0000	0	0.7200	0	0.00			1.00	AC	2,700.00	42,700
1 6133	AO UNNINGED	FOR			103.87	AC	5,000.00	1.0000	0	0.7200	0	0.00			1.00	ML	2,700.00	280,400
Total Card Land Units: 125.00 AC Parcel Total Land Area: 125 AC Total Land Value: 460,950																		

CONSTRUCTION DETAIL (CONTINUED)

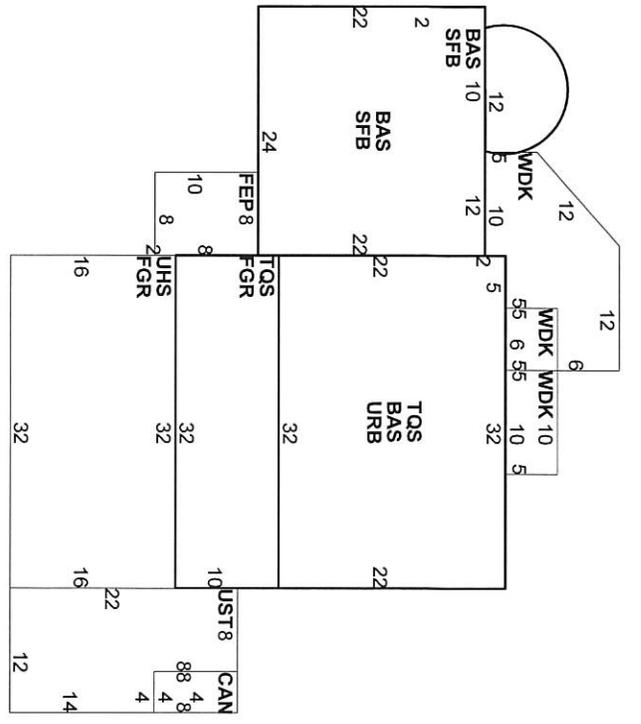
Element	Description	Element	Description
Style	07 Modern/Contemp		
Model	01 Residential		
Design/Appeal	07 Above Avg +10		
Stories	1.75 1 3/4 Stories		
Occupancy	1		
Exterior Wall 1	12 Cedar or Redwd		
Exterior Wall 2	03 Gable/Hip		
Roof Structure	10 Wood Shingle		
Roof Cover	05 Drywall/Sheet		
Interior Wall 1	14 Carpet		
Interior Wall 2	09 Pine/Soft Wood		
Interior Fir 1	03 Gas		
Interior Fir 2	08 Radiant		
Heat Fuel	03 AC Type		
Heat Type	02 2 Bedrooms		
AC Type	02 Total Bedrooms		
Total Bedrooms	2		
Total Bathrooms	1		
Total Half Baths	1		
Total Xtra Fixtrs	6		
Total Rooms	03		
Bath Style	03		
Kitchen Style	03		

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)

Code	Description	Comment	L/B	Units	Unit Price	Yr	Gale	Dp Rt	Cnd	%Cnd	Apr Value
SHDI	SHED FRAME		L	80	20.00	2003	0	0	50	800	
PATI	PATIO-AVG		L	248	5.00	2003	0	0	50	600	
RPV3	RES PAVLAR		L	1	3,000.00	2003	0	0	100	3,000	
HRTH	HEARTH		B	1	1,000.00	2005	1	1	100	900	

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprc. Value
BAS	First Floor	1,315	1,315	1,315		166,321
CAN	Canopy	0	32	6		759
FEP	Enclosed Porch	0	80	56		7,083
FGR	Attached Garage	0	832	291		36,806
SFB	Finish Walkout Bsmt	0	611	367		46,418
TOS	Three Quarter Story	768	1,024	768		97,137
UHS	Half Story, Unfinished	512	512	128		16,189
URB	Unfinished Walkout Bsmt	0	512	211		26,687
UST	Utility, Storage, Unfinished	0	232	35		4,427
WDK	Deck	0	265	27		3,415
Ttl. Gross Liv/Lense Area:		2,083	5,607	3,204		405,242



Deming

38-1

BK1905 PG1764

187565

1993 JAN -8 AM 8:19

\$285,000

2993⁰⁰

WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS that I, Tabor Winston Browder, Jr., single, of P. O. Box 202, Town of New London, County of Merrimack and State of New Hampshire, for consideration paid, grant to Charles H. Deming and Barbara A. Deming, as Trustees, under a Trust Document dated September 9, 1986, of 9384 Green Knoll, Germantown, Tennessee 38125, as joint tenants with rights of survivorship, with warranty covenants, the following described real estate:

A certain tract or parcel of land with the buildings thereon, situated in New London, County of Merrimack and State of New Hampshire, containing one hundred and twenty-five (125) acres, more or less, and bounded and described as follows, to wit:

Beginning on the easterly corner of lot numbered fifty-four (54), on Wilmot town line, and thence running on said line on the northeasterly side to land in said lot formerly owned by Nathan Jones; thence southwesterly on said land formerly of Jones, by the stone wall, to the corner of land formerly owned by Alexander Whitney in said lot; thence about S 48° W on said Whitney land sixteen (16) rods to a stake and stones; thence on said line about S 11 1/2° W on said Whitney land, twenty-seven (27) rods to a point where now or formerly stood a white pine tree; thence on said line about S 2° W on said Whitney land forty-four (44) rods; thence southwesterly on land formerly owned by Johnson Rolfe to southwesterly line of said lot; thence southeasterly on the line of said lot to the southerly corner of said lot; thence on the end line of said lot to the bound first mentioned.

Subject to any rights and easements owned by Public Service Company that were conveyed by deed of Joseph T. W. Browder and recorded in the Merrimack County Registry of Deeds, Book 703, Page 124.

The above described property is conveyed subject to the following terms, conditions, and restrictions on uses:

1. The conveyed property shall not be sub-divided into more than six (6) separate lots of record, each said lot to contain a minimum of ten (10) acres.

2. Seller, Tabor Winston Browder, Jr., shall retain a right of first refusal to purchase one or more of the lots that may be created by a future subdivision of the conveyed property. Prior to selling any of the said lots, grantees, their heirs and assigns, shall notify Tabor Winston Browder, Jr. by certified mail of the terms and conditions of the proposed sale. Tabor Winston Browder, Jr. shall have fifteen (15) days from receipt of said notice to notify Grantees, their heirs and assigns, in writing of his intention to purchase the subject lot on the same terms and conditions, and the sale must then be completed within thirty (30) days of the end of the fifteen (15) day option period. This right of first refusal is personal to Tabor Winston Browder, Jr., may not be transferred and shall expire on January 1, 2003. It is the responsibility of Tabor Winston Browder, Jr. to inform the Grantees of his current address.

3. Grantees, by accepting this deed, agree to protect an area of land containing ledge outcroppings located in the northwest section of the property. The location of the said outcroppings is as follows:

Beginning at a point in a stone wall, four hundred thirty-five feet (435) southwesterly of the northwest corner of the conveyed tract and the Wilmot-New London Town Line, said point also being on the westerly boundary line separating the conveyed property and land now or formerly of Walter and Patricia Brunner; thence at a right angle from the said westerly boundary line a distance of 645 feet easterly to a point; thence turning and running in a straight line in a southerly direction to the point where the old road to Tabor Camp intersects with the westerly boundary of the conveyed tract; thence turning and running in a northerly direction along the westerly boundary line to the point of beginning.

Grantees agree not to build on, log or disturb in any way this area. In the event grantees, their heirs or assigns, place this area of ledge outcroppings under a conservation or other restrictive easement that prevents any building on, logging, or disturbances of the ledge outcroppings area, this restriction shall become null and void.

Meaning and intending to describe and convey all and the same premises conveyed by Warranty Deed of Joseph T. Browder to Tabor Winston Browder, Jr. and JoAnne Browder Stone, dated September 4, 1989, and recorded in the Merrimack County Registry of Deeds, Book 1813, Page 47. See also Warranty Deed of JoAnne Browder to Tabor Winston Browder, Jr., dated September 13, 1989,

and recorded in the Merrimack County Registry of Deeds, Book 1813, Page 49.

Executed this 7th day of January, 1993.

Tabor Winston Browder, Jr.
Tabor Winston Browder, Jr.

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 7th day of January, 1993, personally appeared Tabor Winston Browder, Jr. and acknowledged that he executed the foregoing instrument for the purposes therein contained.

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION			REAL ESTATE TRANSFER TAX
****2	THOUSAND	9	HUNDRED AND 93 DOLLARS
MO.	DAY	YR.	AMOUNT
01/08/1993	82664	\$	****2993.00
VOID IF ALTERED			

Louy B. DeFuria
Notary Public
JUSTICE OF THE PEACE

MERRIMACK COUNTY RECORDS

Kathi L. Luay, Register

NH DRA DP-4-L
C/H
L-CHIP



Law Office of
Michael J. Work
P.O. Box 627
Newport, NH 03773

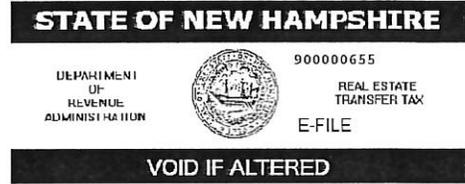
Map/Lot # 038-001

Sale \$ _____

- Entered in Computer
 - Posted to Assess Card
 - Corrected Blotter
 - Verify - Audit List
- \$4000
9-9-10

LCHIP	\$	25.00
RECORDING	\$	30.00
SURCHARGE	\$	2.00
TRANSFER TAX	\$	40.00

MERRIMACK COUNTY RECORDS *Kathi L. Guay*, CPO, Register



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, BARBARA A. DEMING, TRUSTEE OF THE BARBARA A. DEMING TRUST dated November 14, 1994, for consideration paid, grant to THOMAS ARTHUR GREGOR, TRUSTEE OF THE THOMAS ARTHUR GREGOR REVOCABLE TRUST, dated January 24, 2007, and to ELINOR JANE GREGOR, TRUSTEE OF THE ELINOR JANE GREGOR REVOCABLE TRUST, dated January 24, 2007, whose present mailing address is P.O. Box 321, Elkins, New Hampshire 03233, with WARRANTY COVENANTS to said grantees as equal tenants in common,

A perpetual right and easement for the benefit of the within grantees, their heirs and assigns, affecting real estate situated in New London, County of Merrimack and State of New Hampshire, for the benefit of and as an appurtenance to and not to be separated from certain real estate situated in Wilmot, County of Merrimack and State of New Hampshire, consisting of a "Clear View Easement" upon the terms and provisions as hereinafter set forth, the land affected by said Clear View Easement being more particularly bounded and described as follows:

Beginning at a point in a stone wall on the Wilmot-New London Town Line, said point of beginning being approximately 20 feet Northwesterly of an interior stone wall running in a Northeasterly direction from

said Town Line, said point of beginning being on the Northeasterly boundary line of the Grantor herein, Barbara A. Deming, Trustee, and being on the Southwesterly boundary line of the grantees herein, Thomas Arthur Gregor, Trustee and Elinor Jane Gregor, Trustee; thence from said point of beginning in a general Southerly direction for a distance of three hundred fifty (350) feet, more or less, to a wooden stake set in the ground; thence Northeasterly three hundred thirty (330) feet, more or less, to a point in said stone wall on the Wilmot-New London Town Line; thence Northwesterly two hundred twenty (220) feet, more or less, along said stone wall and said Town Line to the point of beginning. This triangular-shaped parcel constitutes the "View Easement Area". The real estate in Wilmot, New Hampshire benefiting from the within Clear View Easement is hereinafter referred to as the Beneficiary Lot, and the real estate in New London, New Hampshire affected by said Easement is hereinafter referred to as the Subject Lot.

The Clear View Easement conveyed hereby is subject to the following conditions:

1. The owner(s) of the Beneficiary Lot are entitled to cut and remove trees and other vegetation located within the View Easement Area portion of the Subject Lot, but subject to the limitation that such cutting and removal shall be permissible only within an area, and only to the extent reasonably necessary to establish and retain the view(s) from the Beneficiary Lot.

2. The first cutting allowed under the Clear View Easement shall be completed within one (1) year of the date of the within conveyance, and thereafter any cutting shall be done only during calendar years 2015, 2020, and so on, in each fifth calendar year thereafter.

3. In all instances of cutting and removing trees or other vegetation as allowed by the Easement, the owner(s) of the Beneficiary Lot shall notify the owner(s) of the Subject Lot in writing, by certified mail, return receipt requested, at least thirty (30) days prior to any cutting or trimming, identifying the trees and/or vegetation to be cut or removed, and specifying the day or days on which said cutting will occur; and shall

further ensure that all trees and other vegetative matter, including slash, or other refuse arising out of such cutting are totally removed, mulched, or chipped within twenty (20) days of the date upon which such cutting begins. In the event that the owner(s) of the Beneficiary Lot fail to remove any such debris within the time required, the owner(s) of the Subject Lot may have such clean-up performed and the cost of so doing shall be the liability of the owner(s) of said Beneficiary Lot.

4. Any wood resulting from any cutting with a diameter of three (3) inches or greater shall be cut between eighteen (18) and twenty-four (24) inches in length and neatly stacked on the Subject Lot in the area of the cutting, unless the owner(s) of the Subject Lot notify the owner(s) of the Beneficiary Lot in writing, by certified mail, return receipt requested, within fifteen (15) days of receiving the notice required by paragraph 3 above, that they wish all such wood removed; in which case the owner(s) of the Beneficiary Lot shall ensure that all such wood is removed within twenty (20) days of the date upon which cutting begins. In the event the owner(s) of the Beneficiary Lot fail to remove any wood requested to be removed in accord with this paragraph 4 within the time required, the owner(s) of the Subject Lot may have such removal performed and the cost of so doing shall be the liability of the owner(s) of said Beneficiary Lot.

5. In all instances of cutting, the owner(s) of the Beneficiary Lot authorizing, and the person doing such cutting, shall be liable for any injuries or damage to persons or property arising out of such cutting, and shall indemnify and hold harmless the owner(s) of the Subject Lot, to the extent any such injuries or damage are not covered by insurance. And, the owner(s) of the Subject Lot shall have no liability whatsoever to the persons who do and/or authorize such work.

6. If a party with rights under the provisions of the View Easement pursues court action to enforce those rights, then the party who prevails in such action shall be entitled to the costs of such proceedings, including reasonable attorney's fees, plus interest at the rate of ten (10) percent per annum, from the non-prevailing party or parties.

7. No buildings or other structures shall be constructed within the View Easement Area by the owner(s) of the Subject Lot without the written consent of the owner(s) of the Beneficiary

Lot. Nothing set forth herein shall be construed as preventing the Subject Lot owner from using or enjoying the Subject Lot in any manner permitted by law so long as such use or enjoyment does not interfere with the View Easement rights reserved to the Beneficiary Lot owners.

The real estate benefitting from the within grant of Easement was conveyed by Thomas A. Gregor and Elinor J. Gregor to Thomas Arthur Gregor, Trustee of the Thomas Arthur Gregor Revocable Trust, dated January 24, 2007, and to Elinor Jane Gregor, Trustee of the Elinor Jane Gregor Revocable Trust dated January 24, 2007, by quitclaim deed dated May 22, 2007, recorded in Volume 2994, Page 239 of the Merrimack County Registry of Deeds.

The real estate made subject to the within grant of Easement is a portion of those premises conveyed by Charles H. Deming, as Successor Trustee under a Trust document dated September 9, 1986, to Barbara A. Deming, Trustee of the Barbara A. Deming Trust dated November 14, 1994, by warranty deed dated July 17, 1998, recorded in Volume 2110, Page 4 of said Registry.

And I Barbara A. Deming, unmarried, join in the within conveyance for the purpose of conveying any homestead rights relating to the within conveyance.

This conveyance constitutes a non-contractual transfer and is therefore exempt from the payment of New Hampshire transfer tax pursuant to RSA 78-B:2.

TRUSTEE'S CERTIFICATE

The undersigned Trustee, as Trustee under the Barbara A. Deming Trust dated November 14, 1994, a trust duly established and existing under law, and thereto has full and absolute power in said Trust to convey any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustee has such power or is properly exercising such power or to see to the application of any Trust asset paid to the Trustee for a conveyance thereof.

Signed this 1st day of July 2010,
2010.

THE BARBARA A. DEMING TRUST

dated November 14, 1994

By: Barbara A. Deming

Barbara A. Deming, Trustee

Barbara A. Deming

Barbara A. Deming,

individually

STATE OF New Hampshire

Meccimack, SS.

July 1st, 2010

Personally appeared Barbara A. Deming, individually and as Trustee of the Barbara A. Deming Trust dated November 14, 1994, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

Before me,

Lindsey K Bona

Notary Public/Justice of the

Peace

Lindsey K. Bona
(Please type or print name)

My commission expires:

LINDSEY K. BONA, Notary Public
My Commission Expires October 31, 2012



This is a non-contractual conveyance pursuant to NH RSA 78-B:2 and is exempt from the NH Real Estate Transfer Tax.

CONSERVATION EASEMENT DEED

We, Charles H. Deming and Barbara A. Deming, as Trustees under a Trust established by Document dated September 9, 1986, both of Germantown, County of Shelby, State of Tennessee (mailing address: 9384 Green Knoll, Germantown, TN 38125), (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 and/or assigns), for consideration paid, but less than One Hundred Dollars (\$100), grant to The Ausbon Sargent Land Preservation Trust, a New Hampshire Voluntary Corporation organized under the provisions of NH RSA Chapter 292, with its principal office at Main Street, County of Merrimack, Town of New London, State of New Hampshire (mailing address: P.O. Box 2040, New London, NH 03257), (hereinafter sometimes referred to as the "Grantee," which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), in perpetuity, with WARRANTY covenants, the following described Conservation Easement, pursuant to New Hampshire RSA 477:45-47, with respect to a certain parcel of land (herein referred to as the "Property"), with any improvements thereon, situated in the Town of New London, County of Merrimack, and State of New Hampshire, more particularly bounded and described as set forth in Appendix A attached hereto and made a part hereof.

The Property consists of 125 acres, more or less, and is located on the northerly side of the Pleasant Lake watershed, New London, NH. The Property includes a mixture of forest lands, open fields, fruit bearing trees and bushes, ponds, and wetlands; all these attributes help to provide excellent wildlife habitat. The Property also includes a portion of the privately owned Camp Tabor Road accessing the Glacial Pot Hole, a natural formation which is described in Section V of New London's Master Plan completed in 1987.

1. PURPOSES

Said Conservation Easement is granted exclusively for the following conservation purposes:

A. The assurance that the Property will be retained forever predominantly in its scenic and open space condition, and the prevention of any use of the Property that will significantly impair or interfere with the conservation values of the Property; and

B. The preservation of open spaces, particularly the productive forest land, wildlife habitat, fields, fruit orchards and wetlands, of which the land area subject to this Conservation Easement granted hereby consists, for the scenic enjoyment of the general public.

This purpose is consistent with the clearly delineated conservation policy of the State of New Hampshire, as set forth 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 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," and to yield a significant public benefit in connection therewith, all consistent and in accordance with the Internal Revenue Code of 1986, as it may be amended from time to time; and

C. The conservation and preservation of the Town of New London's open space lands, forests, and scenic resources, consistent with the Town of New London's clearly delineated conservation policy set forth in Chapter V of its Master Plan completed in 1987 which states among other things:

With an increasing population and increasing development pressure, more emphasis will have to be placed on continuing the Town's tradition of protecting open space lands. The Town should continue:

- * To protect New London's open space lands;
- * To preserve the quality and quantity of New London's water resources;
- * To preserve the scenic areas and natural beauty of New London;
- * To preserve agricultural and forest lands and encourage their sound management;
- * To provide natural habitat for wildlife;
- * To protect fragile environments such as hilltops, steep slopes and wetlands;
- * To develop the Town's trail system as an outdoor resource.

.

* The conservation and preservation of New London's natural heritage including its wooded hilltops, streams, brooks, lakes and ponds, wetlands, agricultural soils, forests, wildlife and scenic resources, should be promoted.

.

* The Town should continue to support land protection efforts, especially using conservation easements.

D. To enable the continued conduct of outdoor recreational activities, as allowed through the trail rights conveyed herein.

These significant conservation values are set forth in detail in baseline documentation entitled "Baseline Documentation Report" on file with the Grantee.

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

2. 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 and forestry as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural products 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" and "forestry" shall include animal husbandry, floriculture, and horticulture activities: the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting and sale of Christmas trees or forest trees of any size capable of producing timber or other forest wood products; and the processing and sale of products produced on the Property, for example, maple syrup, and other forest products not detrimental to the purposes of this Conservation Easement.

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. Agricultural and forestry management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Service, U.S. Soil Conservation Service, or other governmental or private, non-profit natural resource conservation and management agencies then active.

B. The Property may be subdivided into no more than two separate parcels for the purposes pursuant to paragraph B of Section 3 hereinbelow, provided that all necessary permits and approvals shall be secured, each of which shall be subject to all the provisions of this Conservation Easement. ✓

C. No structure or improvements, including but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, aircraft landing strip, tower or mobile home shall be constructed, placed or introduced onto the Property except as allowed in paragraph B of Section 3 hereinbelow. Ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, or culvert may only be constructed, placed or introduced onto the Property as necessary in the accomplishment of the agricultural, forestry, conservation, or transitory passive recreational uses of the Property provided that they are not detrimental to the purposes of this Conservation Easement.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or sub-surface 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 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 conservation purposes of this Conservation Easement; and

iv. are for purposes pursuant to the provisions of paragraphs B, C and D of Section 3 hereinbelow.

Prior to commencement of any such activities, all necessary federal, state and local permits and approvals shall be secured. Grantee shall be notified in writing ten (10) days prior to commencement of such activities.

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, forestry, conservation or non-commercial recreational uses of the Property.

F. No rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property except as allowed by paragraph D of Section 3 hereinbelow.

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

H. The within described premises shall in no way be used to satisfy the density requirements of any applicable zoning ordinance or subdivision with respect to the development of any other property except as allowed by paragraph B above.

3. RESERVED RIGHTS

A. Grantor reserves the right to post against vehicles, motorized or otherwise.

B. Grantor reserves the right to introduce, construct and maintain no more than two single family dwellings with structures and improvements normally used with or appurtenant to single family dwellings, including but not limited to sheds, tennis courts and swimming pools, onto the Property subject to the following conditions:

i. Such single family dwellings, structures and improvements shall be located north of the high voltage Power Line owned by Public Service Co. and southeasterly of the private "road to top of hill" as shown on Plan of Joseph T.W. Browder Land, "Camp Tabor," owned by Margaret B. Browder Holley, by Clifford P. Richer, recorded in the Merrimack County Registry of Deeds as Plan No. 7684, on December 14, 1983; shall have minimal impact on the existing fields by being sited at edge of the open fields or near stone walls; and shall be constructed in a reasonable and environmentally sound manner; and

ii. the Grantor shall secure all necessary permits.

C. Grantor reserves the right to introduce, maintain, repair or replace utilities on the Property.

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

E. Before exercising the reserved rights provided for in paragraphs B, C and D of Section 3 of this Conservation Easement Deed, the Grantor must notify the Grantee and receive Grantee's written approval of the proposed action. The proposal shall be submitted in writing by the Grantor to the Grantee by certified mail, return receipt requested, at least 30 days before the proposed action is to take place. The Grantee shall review the proposal for compliance with the terms of this Conservation Easement Deed. The Grantee shall not unreasonably withhold approval, and if the Grantee does not communicate its disapproval to the Grantor in writing within 15 days of the receipt of Grantor's proposal, the Grantee's right to disapprove is waived.

4. 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 with and to enforce the terms of this Conservation Easement Deed, and to exercise the rights conveyed hereby and to fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. The Grantee has the right to establish and/or allow pedestrian access to, on and across the Property for transitory passive recreational purposes, but not camping, by the general public; but the Property may be posted against such access or otherwise restricted by the Grantee.

C. The Grantee has the right to construct, manage, use, and maintain trails as public footpaths and to create and maintain vistas, overlooks, and/or signs associated with said trails provided that such activities are not detrimental to the purposes of this Conservation Easement Deed; and has the right to allow other

conservation organizations to do the same under its supervision. Provided however, that the prior consent of the Grantor shall be required as to location, layout and extent of any such trail or trails; any such trail's location may be changed from time to time with the mutual consent of Grantee and Grantor.

D. The Grantee shall have the right to post a sign on the Property identifying it as "ASLPT Protected Land."

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantor agrees to notify the Grantee in writing ten (10) days before the transfer of title to or any interest in the Property.

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

6. BENEFITS AND BURDENS

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

7. BREACH OF EASEMENT

A. When a breach of this Conservation Easement, or conduct by anyone inconsistent with this Conservation Easement, comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach or conduct, 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 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. The Grantor may, however, take prudent actions under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from natural events such as, but not limited to, fire, flood, wind and earth movement.

8. POWER OF TERMINATION

If the Grantee ceases to enforce the Conservation Easement Deed conveyed hereby or fails to enforce it within thirty (30) days of receipt of written notice requesting such enforcement, delivered in hand or by certified mail, return receipt requested, then the Town of New London Conservation Commission shall have the right to terminate the interest of the Grantee in the Property by recording in the Merrimack County Registry of Deeds a notice to that effect referring hereto and shall upon such recording have all rights and interests granted to, and shall assume all responsibilities assumed by, the Grantee in this Conservation Easement Deed.

9. SEVERABILITY

If any provision of this easement is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of the Conservation Easement shall not be affected thereby.

10. CONDEMNATION

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

B. The balance of the damages recovered (including, for purposes of this subparagraph, proceeds from any lawful sale of the property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of execution of this Conservation Easement Deed. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Conservation Easement Deed is reduced by the use limitations imposed hereby. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of the conservation purposes set forth herein.

11. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Conservation Easement Deed 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 Conservation Easement Deed are not diminished thereby and that a public agency or qualified organization described in Section 6 above, accepts and records the additional easement.

12. ARBITRATION OF DISPUTES

A. Any dispute arising under this Conservation Easement Deed shall be submitted to arbitration in accordance with New Hampshire Chapter RSA 542, as amended.

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

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 the 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 Conservation Easement Deed.

E. If no decision is rendered within 90 days of submission to the arbitrators; or if no hearing is held within 90 days of written notice of the matter complained of, unless otherwise agreed to by the parties, then, in either event, either party may submit the matter to binding arbitration under the rules and auspices of the American Arbitration Association, which shall then become the binding method of arbitration.

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

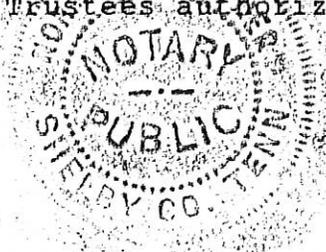
Executed this 21ST day of December, 1993.

Charles H. Deming
Charles H. Deming, Trustee

Barbara A. Deming
Barbara A. Deming, Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 21ST day of DECEMBER, 1993, by Charles H. Deming and Barbara A. Deming, as Trustees under a Trust established by Document dated September 9, 1986, known to me, or satisfactorily proven to be the persons who executed the within instrument, and who stated that they were the Trustees authorized to make the within conveyance.



Thomas L. Jones
Notary Public/Justice of the Peace
My Commission Expires: _____ (Notary Seal)

My Commission Expires January 29, 1996

Accepted: THE AUSBON SARGENT LAND PRESERVATION TRUST

By: Marilyn R. Kidder
Marilyn R. Kidder
Its Chairman, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 22nd day of December, 1993, by Marilyn R. Kidder, Its Chairman, The Ausbon Sargent Land Preservation Trust, a New Hampshire Voluntary Corporation, on behalf of the Corporation.

Michael J. Kancer II
Notary Public/Justice of the Peace
Commission expires: MICHAEL J. KANCER II, Notary Public
(Notary Seal) Expires September 19, 1995

Accepted: The Town of New London Conservation Commission this 22 day of DECEMBER, 1993.

By: Sue Ellen Andrews
Sue Ellen Andrews, Its Chairman
duly authorized
Edward C. Parkhurst
Edward C. Parkhurst
Terence E. Dancy
Terence E. Dancy
Karen E. Ebel
Karen E. Ebel

Accepted: The Town of New London Board of Selectmen this 27th day of December, 1993.

By: Sally K. Fifield
Sally K. Fifield, Chairman
Douglas G. Atkins
Douglas G. Atkins
Gordon L. Marshall
Gordon L. Marshall

213046

93 DEC 28 AM 10:22

BK1943 PGO240

CERTIFICATE OF TRUSTEES

The undersigned Trustees, as Trustees under a Trust established by Document dated September 9, 1986, and thereto have full and absolute power in said Trust Agreement to convey any interest in real estate and improvements thereon held in said Trust, and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power or to see to the application of any trust asset paid to the Trustees for a conveyance thereof.

12/21/93
Date

12/21/93
Date

Charles H. Deming
Charles H. Deming, Trustee

Barbara A. Deming
Barbara A. Deming, Trustee

Thomas E. Sitzer
My Commission Expires January 29, 1996



MERRIMACK COUNTY RECORDS
Kathi L. Quay, Register

SUBORDINATION AGREEMENT

New London Trust Company, a banking corporation duly established and existing under the laws of the State of New Hampshire, and having its principal place of business at 150 Main Street, New London, New Hampshire (mailing address: P.O. Box 158, New London, NH 03257), holder of a mortgage with respect to land together with the buildings and improvements, if any, thereon located in the Town of New London, County of Merrimack and State of New Hampshire in the face amount of ONE HUNDRED NINETY NINE THOUSAND DOLLARS (\$199,000) from Charles H. Deming and Barbara A. Deming, as Trustees, recorded on January 8, 1993 in the Merrimack County Registry of Deeds at Book 1905, Page 1768, hereby subordinates its mortgage to the Conservation Easement Deed conveyed by Charles H. Deming and Barbara A. Deming, as Trustees, to The Ausbon Sargent Land Preservation Trust, of near or even date herewith, to be recorded.

Dated this 14TH day of December, 1993.

New London Trust Company
By: Colin Campbell
Colin Campbell
Vice-President - Lending
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

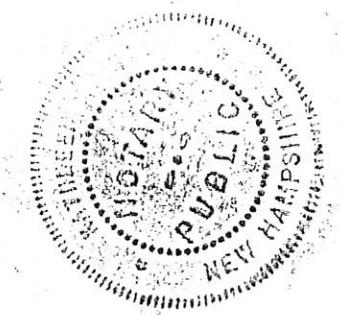
The foregoing instrument was acknowledged before me this 14th day of December, 1993 by Colin Campbell, who stated that he was duly authorized to execute the foregoing instrument on behalf of the New London Trust Company for the purposes therein contained.

Kathleen A. Rice
Notary Public/Justice of the Peace
My Commission Expires: My Commission Expires May 24, 1994
(Notary Seal)

MERRIMACK COUNTY RECORDS

Kathi L. Quay, Register

~~My Commission Expires May 24, 1994~~



38-1



Town of New London

New London, New Hampshire 03257

Conservation Commission

August 16, 1993

Deborah L. Stanley
Executive Director
The Ausbon Sargent Land Preservation Trust
PO Box 2040
New London, NH 03257

Dear Debbie,

With respect to the Charles and Barbara Deming property, formerly the Tabor Browder property (Tax Map 38, Lot 1), this is to confirm that the New London Conservation Commission, at its meeting on July 21, 1993, voted to accept to act as back-up grantee on a conservation easement.

Sincerely,

Terence E. Dancy

Secretary, Conservation Commission.

cc. Board of Selectmen



Zoning Board of Adjustment

New London, New Hampshire 03257

NOTICE OF DECISION

RE: CHARLES AND BARBARA DEMING

JUNE 29, 1994

You are hereby notified that the appeal for a Special Exception to the terms of Article 20, Section E1 and 2 of the New London Zoning Regulations to disturb a total of 7,625 sq. ft. of poorly and very poorly drained soils to create an access driveway and to recreate two beaver ponds (water impoundments) on property owned by Charles and Barbara Deming located on Forty Acres Road, Elkins (Tax Map 38 Lot 1) was heard at a hearing held Wednesday, June 29, 1994.

After reviewing the petition and after hearing all of the evidence and by taking into consideration the personal knowledge of the property in question, the Special Exception was approved contingent upon approval by the New Hampshire Wetlands Board.

The vote to GRANT the appeal was: four in favor (Betty Herrick, Ruth Clough, Ann Jones and William Green) and one abstention (Brian Prescott)

Betty Herrick, Chairman
Ruth (Sue) Clough
Ann Jones
Brian Prescott
William Green

New London Zoning Board of Adjustment

The Chairman called the hearing to order at 7:30 PM. Roll call included Chairman Betty Herrick, Ann Jones, Ruth (Sue) Clough, Brian Prescott and William Green.

The first hearing was on the application for a Special Exception to the terms of Article II, Section 5 to erect a 50' high radio tower on the roof of the Hogan Sports Center in conjunction with the creation of a college radio station on the Colby Sawyer College campus.

The Clerk stated that notices for this hearing were posted at the Town Hall and the New London Post Office, an ad was placed in the Kearsarge Shopper, abutters were notified by certified mail; all was done in the proper time frame.

Steve Jesseman, representing Colby Sawyer College, stated there will be one main antenna for the radio station, two smaller antenna for maintenance and security and possibly the addition of a 14" x 19" microwave receiver. He had outlined the College's request in his June 20, 1994 letter to the Board.

Board member Ann Jones asked if any attempt had been made to get radio time through local radio stations. Mr. Jesseman replied that those are commercial ventures and this is a non-commercial venture which requires different types of permits. Donald Coonley, who is the teacher at Colby heading the project, spoke to the research there had been done for the placement of the antenna as well as for the location of the station itself. He explained that Colby Sawyer is one of the few college in New Hampshire without a its own radio station. They have received a private grant for this project. When the grant runs out the College will absorb the expense.

Abutter Ed Condict said he had no problem with the project but questioned if a 50' tower would be adequate. Branin Jaggard has several questions that Mr. Jesseman easily answered.

Chairman Herrick reported on a telephone call she had received from abutter Cotton Cleveland expressing her objection to the tower for aesthetic reasons.

After hearing all input from the Board members and abutters present, a motion was made to grant the Special Exception with the following contingencies:

1. There be only one main antenna and two smaller ones for maintenance and security and the possible addition of a small (14" x 19") microwave dish if found feasible.
2. That these antennae be removed should the time come when they are no longer being used.
3. The applicant will come back before the Zoning Board if further expansion is needed concerning this tower and its appendages.

This motion was unanimously passed by the Board.

The second hearing was called to order at 8:10 PM and the same Board members heard this appeal. Mr. and Mrs. Charles Deming were requestion a Special Exception to the terms of Article 20, Sections E1 and 2 to disturb a total of 7,625 sq. ft. of poorly and very poorly drained soils to create an access driveway and to recreate two beaver ponds (water impoundments) on their property located on Forty Acres Road in Elkins.

The Clerk stated that notices for this hearing were posted at the Town Hall and the Elkins Post Office, an ad was placed in the Kearsarge Shopper, abutters were notified by certified mail; all was done in the proper time frame.

The Demings were represented by John Morse of Kear-Wood, Inc. who said his letter of June 14th explained the Demings plans. This is a 125+ acre tract of land that has a conservation easement through Ausbon Sargent Land Preservation Trust. There will be only two building sites on the property which are specifically located on the easterly side of the property. Mr. Deming would like the driveway out of the fields as much as possible and the proposed site would cross two seasonal streams. The engineer for the project, Mr. Blakeman, stated that culverts would be used to have the flow go into the lower fields. HIS mapping has been done by soil scientists.

After reviewing the plans and having their questions answered, a motion was made and seconded to grant the requested Special Exception to Article 20, Section E1 and 2 contingent upon N.H. Wetlands Board approval. Brian Prescott abstained from voting and the four remaining Board members unanimously granted the Special Exception.

The minutes of the May 11, 1994 hearings were unanimously approved as submitted.

The third hearing was called to order at 8:30 PM with the same five Board members present. Tom Mills of TJM Enterprises was requesting a variance to the terms of Article II, Section 10 B, C. and D to erect a 7 sq. ft. sign for an ice cream parlor at the Four Corners Grille on Route 11 which would exceed the size limitations of the ARR zone.

It was pointed out that the Board had granted such a variance to the Presbyterian Church with the stipulation that the sign be kept out of the State's right-of-way. Mr. Mills presented a sketch that showed the location of his requested sign out of the State's right-of-way and removal of the present directional sign.

After reviewing the request, a motion was made and seconded to approve the variance as long as the sign is erected out of the State's right-of-way. and the present directional sign removed. This was unanimously approved.

Meeting adjourned at 9 PM.

Respectfully submitted,
Carolyn E. Fraley, Clerk
Zoning Board of Adjustment

NOTICE OF HEARING

ZONING BOARD OF ADJUSTMENT

NEW LONDON, N.H. 03257

NOTICE IS HEREBY GIVEN OF A HEARING REQUESTED BY KEAR-WOOD, INC. ON THE APPLICATION FOR A SPECIAL EXCEPTION TO THE TERMS OF ARTICLE 20, SECTION E 1 and 2 OF THE NEW LONDON ZONING REGULATIONS TO DISTURB A TOTAL OF 7,625 SQ. FT. OF POORLY AND VERY POORLY DRAINED SOILS TO CREATE AN ACCESS DRIVEWAY AND TO RECREATE TWO BEAVER PONDS (WATER IMPOUNDMENTS) ON PROPERTY OWNED BY CHARLES AND BARBARA DEMING LOCATED ON FORTY ACRES ROAD, ELKINS (TAX MAP 38, LOT 1). THE HEARING WILL BE HELD AT 8 PM ON WEDNESDAY, JUNE 29, 1994 IN THE NEW LONDON TOWN HALL ANNEX, MAIN STREET, NEW LONDON.

A HEARING WILL BE HELD AT 8:30 PM ON THE SAME EVENING FOR THE APPLICATION FOR A VARIANCE TO THE TERMS OF ARTICLE II, SECTIONS 10 B, C, AND D OF THE NEW LONDON ZONING REGULATIONS TO ERECT A SIGN WHICH WOULD EXCEED THE SIZE LIMITATIONS OF THE ARR ZONE, AT PROPERTY OWNED BY WILLIAMS REAL ESTATE ENTERPRISES AND RENTED BY TJM ENTERPRISES (DBA FOUR CORNERS GRILLE), CROCKETT'S CORNER, NEW LONDON (TAX MAP 122, LOT 9).

BETTY HERRICK, CHAIRMAN
ZONING BOARD OF ADJUSTMENT

one week, 3/16th page
6/22/94
Kearsarge Shopper

KEAR-WOOD, INC.

HRC #66, NORTH WILMOT ROAD
WILMOT, NEW HAMPSHIRE 03287
Telephone (603) 526-4047

14 June 1994

Zoning Board of Adjustment
Town of New London
P.O. Box 240
New London, NH 03257

Dear Members of the Board;

The attached application for Special Exception concerns property owned by Charles and Barbara Deming and is more specifically located at the terminus of Forty Acres Road in Elkins. The applicant wish to enhance the wildlife habitat of their tree farm by recreating ponds which were developed by beavers who have since abandoned the site. Also included in this application is a driveway crossing of poorly drained soils which will access the Deming's house site.

The proposed driveway is being placed at such a location so as to minimize the wetland disturbance while being at a desirable locale for building and accessing the lot.

The primary purpose of the new ponds is to increase the wildlife potential of the area.

The recreation of the currently abandoned beaver pond would be the most practical solution to intensify the biodiversity of this property. The woodland, forest edge, fields and ponds all create unique habitats to fill a variety of wildlife species needs.

The entire 125 acre tract of land has been placed under a conservation easement held by the Ausbon Sargent Land Preservation Trust (ASLPT). The easement allows for the construction of two building sites which are specifically located on the easterly side of the property. Debra Stanley, director of the ASLPT has noted that there exists at least six possible building sites/house lots on this 125 acre property and that by limiting the number to two, the wildlife habitat has been effectively "enhanced".

This is a managed tree farm and as such, a great deal of emphasis is placed on wildlife habitat enhancement, as well as for fire protection in this rural locale. The recreation of surface water within the edge of the mowed agricultural fields provides an excellent opportunity for adding diversity to the habitat. The adjacent fields will provide forage while the ponds will expand the forage available to these birds in forms of fish and aquatic plants.

Migrating waterfowl would utilize the pond as well as songbirds, deer, wild turkey (an established turkey population has been witnessed utilizing the fields), ruffed grouse, and a variety of other wild animals and birds. The close proximity to an established deer yard is also of note here in that there exists an established deer population in the vicinity. This near-by deer yard, located on the Hunter

Hill Trust property near Pleasant Lake, has also been recently thinned and enhanced for deer yarding through efforts of this firm.

The USDA Soil Conservation Service District Conservationist, Mike Lynch, has made an in depth review of the proposed project, as well as made several site visits and has endorsed the project. The Deming's have signed a SCS Cooperators Agreement for which the ponds are included. Attached is a copy of that certified plan.

The Town of New London Conservation Commission has endorsed this project as well as the A.S.L.P.T. We ask that you would consider the enclosed projects to be in the best environmental interests of the area and they warrant a special exception.

We look forward to our meeting on the 29th. Please contact us if there are any questions or concerns left un-addressed.

Sincerely,

A handwritten signature in cursive script that reads "Anita N. Blakeman".

Anita N. Blakeman

File w/ 38-1



State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095

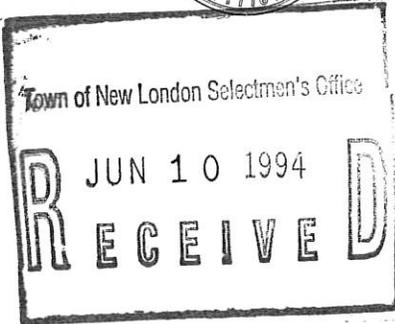
603-271-3503 FAX 603-271-2867

TDD Access: Relay NH 1-800-735-2964



June 6, 1994

Town of New London
P.O. Box 240
New London, NH 03257



RE: Notice of Dam Construction Application

Dear Sir/Madame:

The Department of Environmental Services (DES) recently received applications to construct/reconstruct two dams in your municipality. A copy of that application is enclosed. This letter serves as a notice in accordance with RSA 541-A:22, which requires that municipalities be notified of any permits issued by the state agencies.

RSA 482:3-4 provides that no person shall construct a dam until he has filed an application with the DES. The DES has the responsibility to assure that any dam which could be a menace to public safety, because of its height and location, is properly designed and constructed.

The DES will withhold issuance of a permit to construct any potentially hazardous dam for a period of fourteen (14) days from the date of this letter in order to provide an opportunity for the municipality to comment on the pending application.

Please forward all correspondence to me at the Water Resources Division address below.

Sincerely,

Donald M. Rapoza
Bureau Administrator
Water Resources Bureau

Enclosure

DMR/NLM/smw/f:/safety/deming.ltr

AIR RESOURCES DIV.
64 No. Main Street
Caller Box 2033
Concord, N.H. 03302-2033
Tel. 603-271-1370
Fax 603-271-1381

WASTE MANAGEMENT DIV.
6 Hazen Drive
Concord, N.H. 03301
Tel. 603-271-2900
Fax 603-271-2456

WATER RESOURCES DIV.
64 No. Main Street
P.O. Box 2008
Concord, N.H. 03302-2008
Tel. 603-271-3406
Fax 603-271-6588

WATER SUPPLY & POLLUTION CONTROL DIV.
P.O. Box 95
Concord, N.H. 03302-0095
Tel. 603-271-3503
Fax 603-271-2181

POND 1

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER RESOURCES DIVISION

P.O. Box 2008, Concord, NH 03302-2008

APPLICATION TO CONSTRUCT OR RECONSTRUCT A DAM

In compliance with the provisions of RSA 482:9 or RSA 482:29

I/We, Charles and Barbara Deming

hereby make application to the Dept. of Environmental Services, Water Resources Division to (~~construct~~, reconstruct) a dam located

on Whitney Brook

(NAME OF STREAM, RIVER OR WATERBODY, IF APPLICABLE)

in New London Merrimack
(NAME OF TOWN OR CITY) (COUNTY)

Preliminary plans are filed with this Statement and made a part hereof. I/We understand that more details plans/specifications and additional fees may be required by the Division in compliance with RSA 482:9, and that if such plans/specifications and fees are required, construction will not commence until all such information and fees have been filed with and hence approved by the Division.

The purpose of the proposed construction is wildlife pond construction

(STATE USE TO WHICH STORED WATER IS TO BE PUT)

The maximum height of the (~~present~~, proposed) structure is 7 feet. (The height is the vertical distance from the lowest point of the existing ground surface on the downstream side of the structure to the top of dam.)

The applicant certifies that he owns or has flowage rights on all lands that will be permanently or temporarily flowed by the within described dam.

I/We under the penalties and pains of perjury, do solemnly swear or affirm that the above information, to the best of my/our knowledge, is true and correct.

PROPERTY OWNER (IF OTHER THAN DAM OWNER)

NAME (TYPE OR PRINT)

NAME (SIGNATURE)

Address:

Telephone:

DAM OWNER

Charles and Barbara Deming

NAME (TYPE OR PRINT)

Charles H. Deming Barbara Deming
NAME (SIGNATURE)

Address: 9384 Green Knoll Drive

Germantown, Tenn: 38125

Telephone: (901) 756-6328

A \$150.00 filing fee (check or money order made payable to N.H. Water Resources Division) is required to accompany this application. Failure to submit this fee will delay processing of the application.
An additional filing fee may be required upon determination of hazard classification.

OFFICE USE ONLY	
Amount received	<u>\$300.00</u>
Check/Money Order #	<u>3299</u>
Date Received	<u>5-23-94</u>
Processed By	<u>P. MAGOON</u>
Name on Check	<u>Charles Deming</u>

BASIC DATA

Print in ink or type:

1. Name of Dam Owner or applicant: Charles and Barbara Deming

2. Location of proposed structure: (please fill out both part a and b)

a. USGS QUADRANGLE: New London

SCALE: 1:24000

~~Upper~~ (Lower) Circle appropriate
~~Right~~ (Left) corner reference
~~xxxx~~ within parenthesis

11.2 inches (up, ~~down~~)

7.8 inches (~~left~~, right)

b. Tax Map 38

Map #: 38

Lot #: 1

Attach copy of Tax Map

3. Drainage area 47 (acres, sq. mi.)

4. Approximate pond area at: normal stage 0.8 acres.

maximum stage 1.0 acres.

5. Approximate artificial storage capacity at: normal stage 1.8 acre-feet.

maximum stage 3.4 acre-feet.

6. Length of dam (measured along the top of proposed structure): 225 ft.

7. Type of construction of dam homogeneous earth fill

8. Type of foundation material sandy loam and gravel

9. Design peak storm inflow: 38 CFS Frequency: 100
(STORM RETURN PROBABILITY)

10. Total design discharge capacity: 39 CFS

11. Are there any habitable structures, roadways, utilities, railroads, etc., downstream of the dam that may be impacted by a failure of the dam? Briefly describe:
NO

Submit with application: Plan and cross-section sketch of proposed dam, or if applicable, briefly describe what reconstruction will be made.

1" = 400'



WILMOT
NEW LONDON

TL

37-14

LOT 38-1

39-7

37-14

FORTY ACRES RD.

39-6

128± Acres

52-14

51-14

51-33

DEMING
ELKINS, N.H.
1993

POND 2

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER RESOURCES DIVISION

P.O. Box 2008, Concord, NH 03302-2008

APPLICATION TO CONSTRUCT OR RECONSTRUCT A DAM

In compliance with the provisions of RSA 482:9 or RSA 482:29

RECEIVED
NEW HAMPSHIRE
MAY 23 1994
WATER RESOURCES DIVISION

X/We, Charles and Barbara Deming

hereby make application to the Dept. of Environmental Services, Water Resources Division to (construct, ~~reconstruct~~) a dam located

on Whitney Brook

(NAME OF STREAM, RIVER OR WATERBODY, IF APPLICABLE)

in New London

(NAME OF TOWN OR CITY)

Merrimack

(COUNTY)

Preliminary plans are filed with this Statement and made a part hereof. I/We understand that more details plans/specifications and additional fees may be required by the Division in compliance with RSA 482:9, and that if such plans/specifications and fees are required, construction will not commence until all such information and fees have been filed with and hence approved by the Division.

The purpose of the proposed construction is wildlife pond construction

(STATE USE TO WHICH STORED WATER IS TO BE PUT)

The maximum height of the (~~present~~, proposed) structure is 9 feet. (The height is the vertical distance from the lowest point of the existing ground surface on the downstream side of the structure to the top of dam.)

The applicant certifies that he owns or has flowage rights on all lands that will be permanently or temporarily flowed by the within described dam.

I/We under the penalties and pains of perjury, do solemnly swear or affirm that the above information, to the best of my/our knowledge, is true and correct.

PROPERTY OWNER (IF OTHER THAN DAM OWNER)

DAM OWNER

NAME (TYPE OR PRINT)

NAME (SIGNATURE)

Address:

Telephone:

Charles and Barbara Deming

NAME (TYPE OR PRINT)

Charles H. Deming / Barbara Deming

NAME (SIGNATURE)

Address: 9384 Green Knoll Drive

Germantown, Tenn. 38125

Telephone: (901) 756-6328

A \$150.00 filing fee (check or money order made payable to N.H. Water Resources Division) is required to accompany this application. Failure to submit this fee will delay processing of the application.

An additional filing fee may be required upon determination of hazard classification.

OFFICE USE ONLY	
Amount received	<u>\$300.00</u>
Check/Money Order #	<u>3299</u>
Date Received	<u>5-23-94</u>
Processed By	<u>P. Magdon</u>
Name on Check	<u>Charles Deming</u>

PIP 9405-003

BASIC DATA

Print in ink or type:

1. Name of Dam Owner or applicant: Charles and Barbara Deming

2. Location of proposed structure: (please fill out both part a and b)

a. USGS QUADRANGLE: New London

SCALE: 1:24000

~~(Upper, Lower)~~ Circle appropriate
~~(Right, Left)~~ corner reference
within parenthesis

11.2 inches (~~up, down~~)

7.8 inches (~~left, right~~)

b. Tax Map

Map #: 38

Lot #: 1

Attach copy of Tax Map

3. Drainage area 148 (acres, sq. mi.)

4. Approximate pond area at: normal stage 1.9 acres.

maximum stage 2.4 acres.

5. Approximate artificial storage capacity at: normal stage 6.4 acre-feet.

maximum stage 10.3 acre-feet.

6. Length of dam (measured along the top of proposed structure): 260 ft.

7. Type of construction of dam homogeneous earth fill

8. Type of foundation material sandy loam and gravel

9. Design peak storm inflow: 112 CFS Frequency: 100-yr
(STORM RETURN PROBABILITY)

10. Total design discharge capacity: 73*** CFS

***NOTE: Q out = 61 CFS for 100-yr storm

11. Are there any habitable structures, roadways, utilities, railroads, etc., downstream of the dam that may be impacted by a failure of the dam? Briefly describe: NO

Submit with application: Plan and cross-section sketch of proposed dam, or if applicable, briefly describe what reconstruction will be made.

1" = 400'



WILMOT
NEW LONDON

TL

37-14

LOT 38-1

39-7

37-14

FORTY ACRES RD.

39-6

128± Acres

52-14

51-14

51-33

DEMING
ELKINS, N.H.
1993



State of New Hampshire
WETLANDS BOARD

DEPARTMENT OF ENVIRONMENTAL SERVICES
64 North Main Street Post Office Box 2008 Concord, NH 03302-2008
603-271-2147 FAX 603-271-1381
TDD Access: Relay NH 1-800-735-2964



Director Water Resources Division • Director W.S.P.C. Division • Director Waste Management Division • Director State Planning
Director Fish and Game • Commissioner Dept. of Safety • Commissioner Dept. of Transportation • Commissioner D.R.E.D.
Municipal Conservation Commission • Soil and Water Conservation District • Municipal Official • Construction Industry

NOTE CONDITIONS

1ST TIME EXTENSION

BY ORDER WETLANDS BOARD & WATER SUPPLY POLLUTION CONTROL DIVISION
POSTING PERMIT 91-02093 EXPIRATION DATE: FEBRUARY 25, 1996

This certifies that Douglas Homan, PRESIDENT, Lake Sunapee Country Club of 100 Shaker Road, New London, NH 03257 on May 31, 1994 was issued a N.H. Wetlands Board permit, and Water Supply & Pollution Control non-site specific permit, in accordance with RSA 482-A and RSA 485-A:17, to perform the following activities in or adjacent to:

City/Town: New London Waterbody/Wetland: Unnamed Wetland
Tax Map: 111 Lot Number: 27

Description: Fill 6,675 sq. ft. of wetlands to install a 36" x 22" x 30" pipe arch culvert access to a nine lot subdivision

In accordance with approved plans received by the Wetlands Board on 01/17/92.

SPECIFIC CONDITIONS:

1. No further alteration of wetlands for lot development, driveways, culverts, or for septic setback.
2. Siltation/erosion controls to be in place prior to, during construction, and to remain until area is stabilized.
3. Work to be done during low flow.
4. Permit will no be effective until recorded with the Registry of Deeds Office by the Permittee. A copy of the registered permit is to be submitted to the Board.

GENERAL CONDITIONS:

THIS PERMIT SHALL BE POSTED during construction in a secured manner in a prominent place at the site of the approved project.

This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others.

Notify Wetlands Board upon completion as inspection may be performed for conformity with permit.

This permit does not relieve the applicant from the obligation to obtain such other local, state or federal permits as may be required.

This permit is not to be transferred to new owner or extended beyond current expiration date with out written request and Wetland Boards approval.

OWNER'S SIGNATURE (Required)

CONTRACTOR'S SIGNATURE (Required)



State of New Hampshire
WETLANDS BOARD

DEPARTMENT OF ENVIRONMENTAL SERVICES
64 North Main Street Post Office Box 2008 Concord, NH 03302-2008
603-271-2147 FAX 603-271-1381
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Director Water Resources Division • Director W.S.P.C. Division • Director Waste Management Division • Director State Planning
Director Fish and Game • Commissioner Dept. of Safety • Commissioner Dept. of Transportation • Commissioner D.R.E.D.
Municipal Conservation Commission • Soil and Water Conservation District • Municipal Official • Construction Industry

NOTE
CONDITIONS

1ST TIME EXTENSION

BY ORDER WETLANDS BOARD & WATER SUPPLY POLLUTION CONTROL DIVISION
POSTING PERMIT 91-02093 EXPIRATION DATE: FEBRUARY 25, 1996

This certifies that Douglas Homan, PRESIDENT, Lake Sunapee Country Club of 100 Shaker Road, New London, NH 03257 on May 31, 1994 was issued a N.H. Wetlands Board permit, and Water Supply & Pollution Control non-site specific permit, in accordance with RSA 482-A and RSA 485-A:17, to perform the following activities in or adjacent to:

City/Town: New London Waterbody/Wetland: Unnamed Wetland
Tax Map: 111 Lot Number: 27

Description: Fill 6,675 sq. ft. of wetlands to install a 36" x 22" x 30" pipe arch culvert access to a nine lot subdivision

In accordance with approved plans received by the Wetlands Board on 01/17/92.

SPECIFIC CONDITIONS:

1. No further alteration of wetlands for lot development, driveways, culverts, or for septic setback.
2. Siltation/erosion controls to be in place prior to, during construction, and to remain until area is stabilized.
3. Work to be done during low flow.
4. Permit will no be effective until recorded with the Registry of Deeds Office by the Permittee. A copy of the registered permit is to be submitted to the Board.

GENERAL CONDITIONS:

THIS PERMIT SHALL BE POSTED during construction in a secured manner in a prominent place at the site of the approved project.

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OWNER'S SIGNATURE (Required)

CONTRACTOR'S SIGNATURE (Required)

228498

94 AUG -1 AM 9:42

UN 1904 PG 1/93

cc: BOS AR
file



State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095

603-271-3503 FAX 603-271-2867

TDD Access: Relay NH 1-800-735-2964



38-01

July 27, 1994

Charles & Barbara Deming
9384 Green Knoll Drive
Germantown, Tenn 38125

RE: Deming Wildlife Pond 1 - New London - Dam #176.22

Dear Mr. & Mrs. Deming:

Your application for the construction of a dam in New London, has been reviewed by this office under the authority of RSA 482:9-12. This statute requires that the Department of Environmental Services (DES) be notified of an individual's intent to construct dam, and gives the DES the authority to regulate construction and maintenance of any structure which may be a threat to public safety.

As a result of a field inspection of your site, the proposed dam has been classified as a Class "AA": (non-menace) structure. As such, the DES has no jurisdiction over its construction.

A file showing the location, height, and ownership of this dam will be maintained. You are advised that any non-menace dam could be reclassified to a menace structure in the future as the result of periodic evaluations of downstream development. In such cases you may be required to maintain or reconstruct the dam to meet current design/safety standards for menace dams.

The construction of this dam must be completed no later than 2 years from the date of issuance of this permit.

This letter does not relieve you of the responsibility of obtaining other local, state, or federal permits which may be required before construction may commence.

Please forward all correspondence to me at the Water Resources Division address below.

Respectfully yours,
Delbert F. Downing
Delbert F. Downing
Director

MERRIMACK COUNTY RECORDS

Kathi L. Quay, Register

AIR RESOURCES DIV.
64 No. Main Street
Caller Box 2033
Concord, N.H. 03302-2033
Tel. 603-271-1370
Fax 603-271-1381

WASTE MANAGEMENT DIV.
6 Hazen Drive
Concord, N.H. 03301
Tel. 603-271-2900
Fax 603-271-2456

WATER RESOURCES DIV.
64 No. Main Street
P.O. Box 2008
Concord, N.H. 03302-2008
Tel. 603-271-3406
Fax 603-271-6588

WATER SUPPLY & POLLUTION CONTROL DIV.
P.O. Box 95
Concord, N.H. 03302-0095
Tel. 603-271-3503
Fax 603-271-2181



DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095

603-271-3503

FAX 603-271-2867

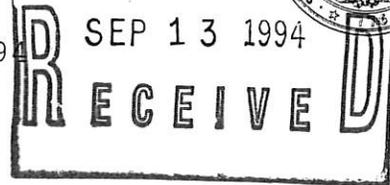
TDD Access: Relay NH 1-800-735-2964

Town of New London Selectm



July 20, 1994

SEP 13 1994



Charles & Barbara Deming
9384 Green Knoll Drive
Germantown, Tenn 38125

RE: Deming Wildlife Pond 2 - New London - Dam #176.23

Dear Mr & Mrs. Deming:

Your application for the construction of a dam in New London, has been reviewed by this office under the authority of RSA 482:9-12. This statute requires that the Department of Environmental Services (DES) be notified of an individual's intent to construct a dam, and gives the DES the authority to regulate construction and maintenance of any structure which may be a threat to public safety.

As a result of a field inspection of your site, the proposed dam has been classified as a Class "AA": (non-menace) structure. As such, the DES has no jurisdiction over its construction.

A file showing the location, height, and ownership of this dam will be maintained. You are advised that any non-menace dam could be reclassified to a menace structure in the future as the result of periodic evaluations of downstream development. In such cases you may be required to maintain or reconstruct the dam to meet current design/safety standards for menace dams.

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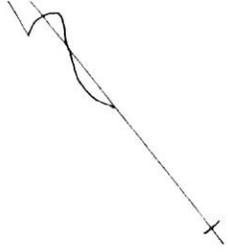
Respectfully yours,

Delbert F. Downing
Director

DFD/njd
f:\safety\permit\176-23.per

MERRIMACK COUNTY RECORDS

Katti L. Quay, Register



POND DESIGN

PRE-DEVELOPMENT PLAN

CHARLES & BARBARA DEMING

*FORTY ACRES ROAD
NEW LONDON, NEW HAMPSHIRE
FEBRUARY, 1994*

ENGINEER

*BLAKEMAN ENGINEERING
P.O. BOX 4 RT. 114
N. SUTTON, NH*

SURVEYOR & WILDLIFE CONSULTANT

*KEAR-WOOD, INC.
NORTH WILMOT RD.
WILMOT, NH*

SHEET 1 of 3