

APPLICATION FOR A VARIANCE

To: Zoning Board of Adjustment, Town of New London

Name of owner/applicant: PIERRE J. BEDARD

Mailing Address: PO BOX 238, WILMOT State: NH Zip 03287

Home Telephone: 526-4928 Work Telephone: 526-4928 Cell: 340-0526

Email address: PJBEDARD@COMCAST.NET

Owner of property: BARBARA A. DEMING TRUST
(if same as applicant, write "same")

Location of property 151 FORTY ACRES RD.

Tax Map Number: 038 Lot Number: 001-000 Zone: FOR C.I.

A variance is requested from the provisions of Article: IX Section: D, Z. of the Zoning Ordinance to permit MINIMUM ROAD FRONTAGE OF LESS THAN 400 FEET + 50 FT. RD SETBACK

Facts supporting this request:

1. The variance will not be contrary to the public interest:
SEE ATTACHED

2. The spirit of the ordinance is observed: SEE ATTACHED

3. Substantial justice is done: SEE ATTACHED

4. The values of surrounding properties are not diminished; and:
SEE ATTACHED

5. Literal enforcement of the provisions of the ordinance would result in an unnecessary hardship.

RECEIVED
JAN 28 2016
Revised 2/4/16 +
(CC) NARRATIVE

A. For purposes of this subparagraph, "unnecessary hardship" means that, owing to special conditions of the property that distinguish it from other properties in the area:

(1) No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property;

SEE ATTACHED

_____ and

(2) The proposed use is a reasonable one;

SEE ATTACHED

B. If the criteria in subparagraph (A) are not established, an unnecessary hardship will be deemed to exist if, and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the ordinance, and a variance is therefore necessary to enable a reasonable use of it.

SEE ATTACHED

Owner/applicant(s) Signature:

Barbara Benning Date: July 30, 2015

NOTE: This application is not acceptable unless all required statements have been made. Additional information may be supplied on a separate sheet if the space provided is inadequate.

For questions or assistance in completing these forms, please contact:

Lucy St. John, Zoning Administrator

603-526-4821, ext. 16

Email: zoning@nl-nh.com

Or

Amy Rankins, Assessing Coordinator

603-526-4821, ext. 20

Email: landuse@nl-nh.com

RECEIVED
JUL 23 2015

APPLICATION FOR A VARIANCE

To: Zoning Board of Adjustment, Town of New London

Name of owner/applicant: PIERRE J. BEDARD

Mailing Address: POB 238 WILMOT State: NH Zip 03207

Home Telephone: 526-4928 Work Telephone: 526-4928 Cell: 370-0526

Email address: PJ BEDARD @ COMCAST. NET

Owner of property: BARBARA A. DEMING TRUST
(if same as applicant, write "same")

Location of property 151 FORTY ACRES RD

Tax Map Number: 038 Lot Number: 001-000 Zone: FOR

A variance is requested from the provisions of Article: IX Section: D. 1 of
the Zoning Ordinance to permit MINIMUM LOT SIZE OF LESS
THAN 25 ACRES

Facts supporting this request:

1. The variance will not be contrary to the public interest:

SEE ATTACHED

2. The spirit of the ordinance is observed: SEE ATTACHED

3. Substantial justice is done: SEE ATTACHED

4. The values of surrounding properties are not diminished; and:
SEE ATTACHED

5. Literal enforcement of the provisions of the ordinance would result in an unnecessary hardship.

RECEIVED
JAN 28 2016

A. For purposes of this subparagraph, "unnecessary hardship" means that, owing to special conditions of the property that distinguish it from other properties in the area:

(1) No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property;

SEE ATTACHED

_____ and

(2) The proposed use is a reasonable one;

SEE ATTACHED

B. If the criteria in subparagraph (A) are not established, an unnecessary hardship will be deemed to exist if, and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the ordinance, and a variance is therefore necessary to enable a reasonable use of it.

SEE ATTACHED

Owner/applicant(s) Signature: Barbara Fleming Date: July 30, 2015

NOTE: This application is not acceptable unless all required statements have been made. Additional information may be supplied on a separate sheet if the space provided is inadequate.

For questions or assistance in completing these forms, please contact:
Lucy St. John, Zoning Administrator
603-526-4821, ext. 16
Email: zoning@nl-nh.com

Or

Amy Rankins, Assessing Coordinator
603-526-4821, ext. 20
Email: landuse@nl-nh.com

RECEIVED
JAN 20 2016

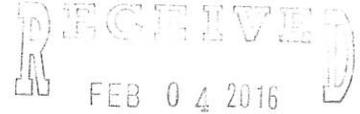
PIERRE J. BEDARD & ASSOCIATES, P.C.

LAND USE CONSULTANTS, SURVEYORS, FORESTERS, & WETLAND SCIENTISTS
P. O. Box 238
WILMOT, NH 03287

Telephone 603 526-4928

e-mail: pjbedard@comcast.net

Property of
BARBARA A. DEMING TRUST
151 Forty Acres Road
Tax Map 038 Lot 001-000



Background

Charles H. and Barbara A. Deming acquired this property on January 8, 1993 from Tabor Winston Browder (Merrimack County Registry of Deeds Book 1905 Page 1764). One single family dwelling has been built on the property. The Deming's granted a Conservation Easement to the Ausbon Sargent Land Preservation Trust on December 21, 1993 (Merrimack County Registry of Deeds Book 1943 Page 230). This transaction occurred prior to the establishment of the Forest Conservation District.

The Conservation Easement Deed has the following description:

"The property consists of 125 acres more or less and is located on the northerly side of Pleasant Lake Watershed, New London, NH. The property includes a mixture of forestlands, 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."

The Easement deed contains the following reserved rights:

Section 3. Reserved Rights, subparagraph 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;

- 1. 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 the top of the 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."*

The Barbara A. Deming Trust would like to exercise this reserved right for the second single-family dwelling. The Trust would like to propose that the second dwelling unit be located on a 12 acre +/- lot along the stonewall which marks the easterly boundary line north of the end of 40 Acres Road extending to the New London/Wilmot Town Line (see sketch). Access would be over the existing driveway to the current residence.

40 Acres Road ends at or near the property line. In order to comply with Article IX, Section D.2. of the Zoning Ordinance, a minimum of 400 feet of new road into the conservation easement land would have to be constructed and approved by the Planning Board. This would provide sufficient frontage for both residential dwelling lots.

In addition, in order to comply with Article IX, Section D.1. Minimum lot size of 25 acres and the reserved rights of the Conservation Easement Deed, the lot geometry would have to encompass land to the northwest of the "road to the top of hill" and around the existing dwelling.

FACTS SUPPORTING VARIANCE REQUEST UNDER

Article IX, Section C.1. & D.2., Minimum Front Yard Setback of 50 feet and road frontage of 400 feet in the Forest Conservation District.

Article IX, Section D. 1., ... Minimum lot size of 25 acres in the Forest Conservation District.

The variance will not be contrary to the public interest:

Article IX of the Zoning Ordinance states in part: "The primary objective of the Forest Conservation District is to preserve and protect New London's natural heritage of large tracts of undeveloped forest land..."

"The following public benefits are realized by meeting this primary objective: (1) encouraging continuation of large contiguous tracts of forest land in private ownership to provide forest resources and outdoor recreation; (2) encouraging Forestry and timber harvesting and permit other compatible land uses; (3) preserving scenic views; (4) protecting wildlife habitat; (protecting water quality of surface waters throughout the watershed; (6) protecting natural areas; (7) avoiding the burden of unreasonable town expenditures for the purposes of providing town services to locations which are remote and difficult to access and (8) avoiding the risk to health and safety of town employees and volunteers of providing emergency service to locations which are remote and difficult to access." We believe our proposal and the existing protection on the property are in the best interest of the public.

1. The spirit of the ordinance is observed:

The entire tract remains under permanent protection and the reserved rights can be exercised as they were intended prior to establishment of the Forest Conservation District. The required maximum density of 25 acres per dwelling unit will actually be greater than 60 acres and no protected land will be disturbed for road construction.

2. Substantial justice is done: There will be fewer disturbances to the protected property as well as associated costs incurred in meeting the requirements of the ordinance for little public good.

3. The value of surrounding properties are not diminished;

Conditions outlined in the 1993 Easement Deed will be implemented and no affect to surrounding properties should be realized.

5. Literal enforcement of the provisions of the ordinance would result in an unnecessary hardship.

A. For purposes of this subparagraph, "unnecessary hardship" means that,

owing to special conditions of the property that distinguish it from other properties in the area:

(1) No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property;

Granting these variances will be more in keeping with the ordinance by maintaining protection as intended in the Conservation Easement. Not granting the variance would have unnecessary impacts on the natural resources of the property and be counter to the intent of the Ordinance and Easement.

and

(2) The proposed use is a reasonable one;

The overall change is minimal and as intended in 1993.

B. If the criteria in subparagraph (A) are not established, an unnecessary hardship will be deemed to exist if, and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the ordinance, and a variance is therefore necessary to enable a reasonable use of it.

The location of this property at the end of a town road with no other road frontage creates a hardship both for the reserved rights of the Easement deed and the conditions of the Zoning Ordinance. The conditions of the reserved rights as outlined in Section 3.B.i. was intended to maximize protection of the acreage to locate any allowed improvements in a specific area, ie, closer to the public road and away from most of the natural resource features of the tract..

RECEIVED
FEB 04 2016

Wilmot

RECEIVED
JAN 28 2016

8

± 113 AC

± 12 AC

1

4

WHITNEY

2

15

8



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



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.

www.cai-tech.com
CAI Technologies
Precision Mapping. Unlimited Success.

Letter of Authorization

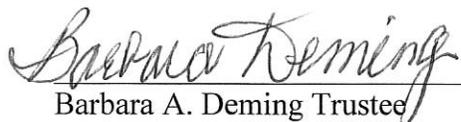
RE: Tax Map 038 Parcel 001-000, 151 Forty Acres Road.

To Whom It May Concern:

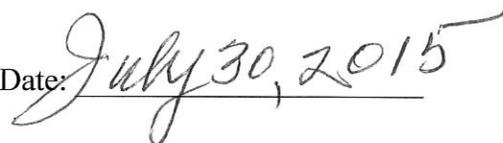
I have authorized Pierre J. Bedard to act as my agent for matters presented before the Town of New London concerning the Variance requests on my property at 151 Forty Acres Road., Map 0038 Parcel 001-000.

Thank you for your consideration of this matter.

Sincerely,



Barbara A. Deming Trustee
Barbara A. Deming Trust

Date: 

July 30, 2015

RECEIVED
JAN 20 2016

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.

RECORDED
JAN 28 2016

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 SEPTEMBER, 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.



Norman 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) My Commission 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

APPENDIX A
Property Description

A certain tract or parcel of land, with buildings thereon, located in the Town of New London, County of Merrimack, 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 South 48 degrees West on said Whitney land sixteen (16) rods to a stake and stones;

Thence on said line about South 11 1/2 degrees West 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 South 2 degrees West 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;

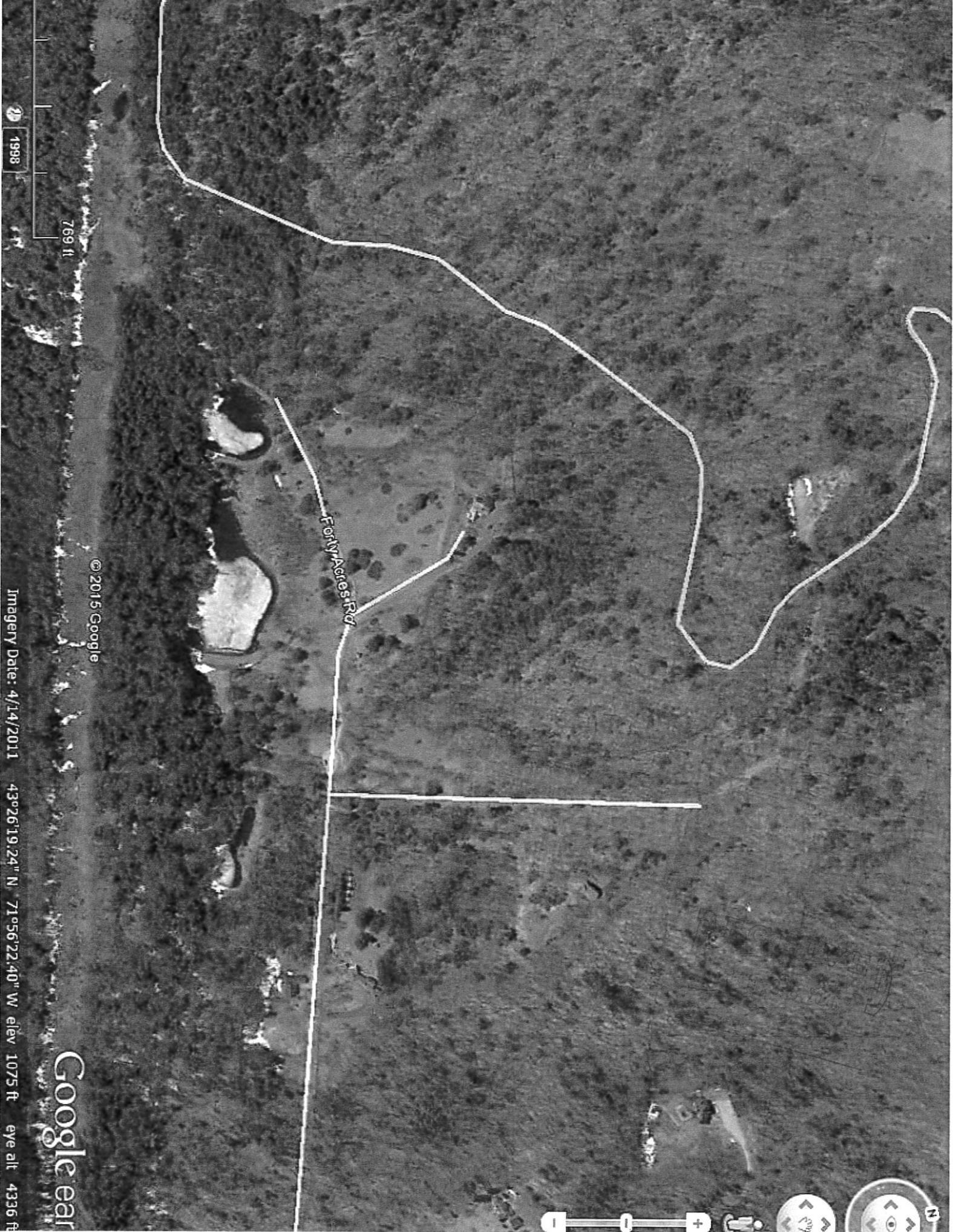
Thence on the end line of said lot to the bound first mentioned.

EXCEPTING AND RESERVING from this conveyance all rights and easements conveyed by deed of Joseph T.W. Browder to the Public Service Company of New Hampshire, a New Hampshire corporation, dated July 27, 1951, and recorded in the Merrimack County Registry of Deeds at Book 703, Page 124. Also being subject to the rights and restrictions of warranty deed of Tabor Winston Browder, Jr., recorded in said Registry on January 8, 1993, at Book 1905, Page 1764.

Meaning and intending to describe and convey a Conservation Easement on the the entire property as conveyed by Tabor Winston Browder, Jr., recorded on January 8, 1993 at the Merrimack County Registry of Deeds at Book 1905, Page 1764.

MERRIMACK COUNTY RECORDS

Kathie L. Quay, Register



1998

769 ft

© 2015 Google

Imagery Date: 4/14/2011 43°26'19.24" N 71°56'22.40" W elev 1075 ft eye alt 4336 ft

Google Earth

RECEIVED
JAN 28 2016



200' Abutters List Report

Tri Town, NH
November 20, 2015

Subject Property:

Parcel Number: NewL-038-001-000
CAMA Number: NewL-038-001-000
Property Address: 151 FORTY ACRES ROAD

Mailing Address: DEMING BARBARA A TRUST BARBARA
A DEMING TRUSTEE
PO BOX 26
ELKINS, NH 03233

Abutters:

Parcel Number: NewL-037-008-000
CAMA Number: NewL-037-008-000
Property Address: 425 LAKESHORE DRIVE

Mailing Address: CANTOR CLARA & PATRICIA
425 LAKESHORE DRIVE
NEW LONDON, NH 03257

Parcel Number: NewL-039-002-000
CAMA Number: NewL-039-002-000
Property Address: 93 FORTY ACRES ROAD

Mailing Address: SMITH KRISTIN & NICHOLAS BAER
PO BOX 116
ELKINS, NH 03233

Parcel Number: NewL-039-003-000
CAMA Number: NewL-039-003-000
Property Address: 140 FORTY ACRES ROAD

Mailing Address: BARTLETT CHRISTOPHER P
PO BOX 11
ELKINS, NH 03233

Parcel Number: NewL-039-004-000
CAMA Number: NewL-039-004-000
Property Address: 84 FORTY ACRES ROAD

Mailing Address: SMITH KRISTIN & NICHOLAS BAER
PO BOX 116
ELKINS, NH 03233

Parcel Number: NewL-051-015-000
CAMA Number: NewL-051-015-000
Property Address: 717 LAKESHORE DRIVE

Mailing Address: HUNTERS HILL TRUST C/O SALLY M.
BOYD-SANDER
PRAMGATAN 2
V.FROLUDA, SE SE-42674

Parcel Number: NewL-051-019-000
CAMA Number: NewL-051-019-000
Property Address: 184 TURKEY HILL RUN

Mailing Address: BRENNER RONNI C REV TRUST
BRENNER RONNI C TRUSTEE
PO BOX 177
ELKINS, NH 03233

Parcel Number: NewL-052-008-000
CAMA Number: NewL-052-008-000
Property Address: WHITNEY BROOK ROAD

Mailing Address: TOWN OF NEW LONDON
375 MAIN STREET
NEW LONDON, NH 03257

WILMOT ABUTTERS

TAX MAP	PARCEL	OWNER	ADDRESS
9	22-3	Stephen & Barbara Kuzil	PO Box 248, Elkins, NH 03233
9	23	Eleanor Griffith	3597 Sparrow Pond Rd., Akron, OH 44333
9	23-2	Thomas & Elinor Gregor	PO Box 321, Elkins, NH 03233
9	23-4	Martin Bean & Greta Wright	PO Box 404, Wilmot, NH 03287
9	23-5	Thomas Arthur Gregor Trust Elinor Jane Gregor Trust	PO Box 321, Elkins, NH 03233

RECEIVED