

# PICKPOCKET ROAD CONSERVATION AREA STEWARDSHIP PLAN

Prepared for:  
**Brentwood Conservation Commission**



**JEFFRY LITTLETON**

---

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

# PICKPOCKET ROAD CONSERVATION AREA STEWARDSHIP PLAN

Prepared for:  
**Brentwood Conservation Commission**

**JEFFRY N. LITTLETON**  
*Principal Ecologist*



Moosewood Ecological LLC  
*Innovative Conservation Solutions  
for New England*

PO Box 9  
Chesterfield, NH 03443  
(603) 831-1980  
Jeff@moosewoodecological.com  
www.moosewoodecological.com

**March 2016**

**Cover photograph** – Cattail marsh associated with the large wetland complex at the Pickpocket Road property.

# TABLE OF CONTENTS

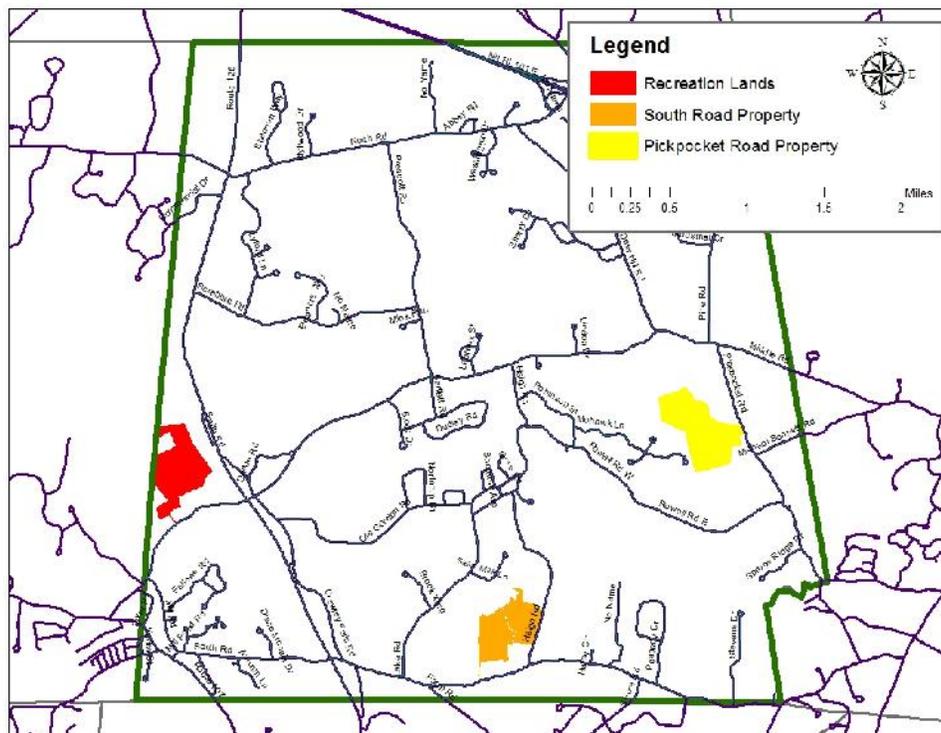
	Page
<b>PROPERTY DESCRIPTION</b> .....	1
<b>Location</b> .....	1
<b>Conservation Easement</b> .....	3
<b>ECOLOGICAL AND CULTURAL FEATURES</b>	
<b>Soil Resources</b> .....	4
<b>Wildlife Habitats and Natural Communities</b> .....	7
<b>Rare Elemental Occurrences</b> .....	11
<b>Invasive Plants</b> .....	11
<b>Landscape Context</b> .....	12
<b>Cultural Features</b> .....	12
<b>MANAGEMENT RECOMMENDATIONS</b> .....	13
<b>LITERATURE RESOURCES</b> .....	13
<b>APPENDICES</b>	
A – Conservation Easement Deed .....	14
B – NH Natural Heritage Bureau Report .....	29
C – Old Trail Map.....	32

## Property Description

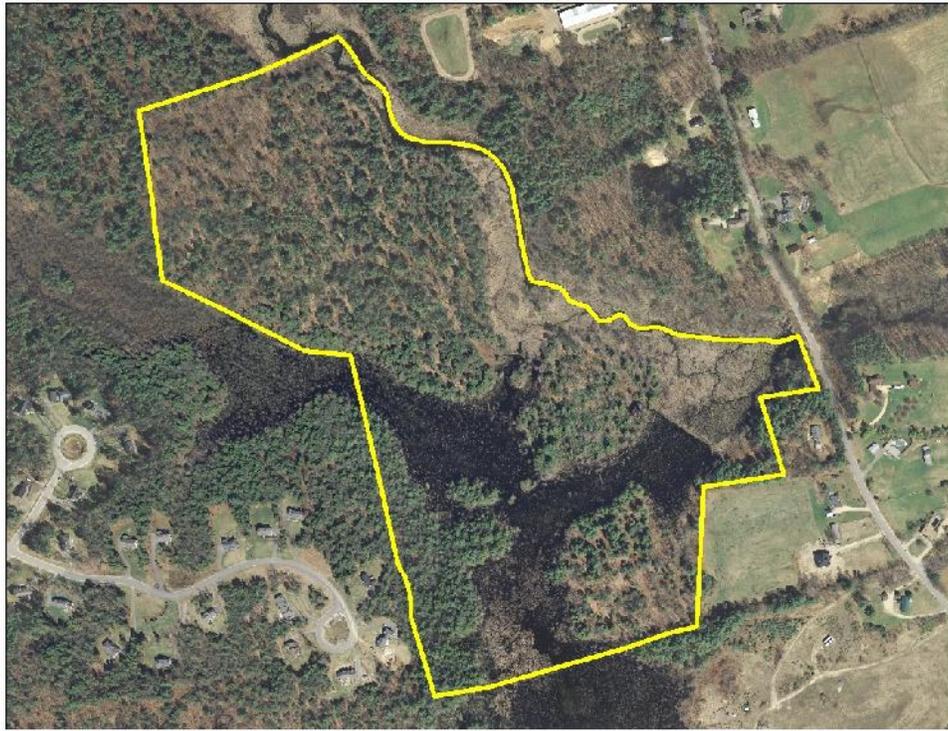
### Location

The 81-acre Pickpocket Road property is located in the eastern section of Brentwood, New Hampshire, and comprises one parcel: Tax Map 213 Lot 30.1 (Figure 1). The primary land management goal is for wildlife. Currently, restricted access limits its use for forestry and recreation, such as trails for non-motorized use. These factors have strongly influenced the primary goal for land management at this point.

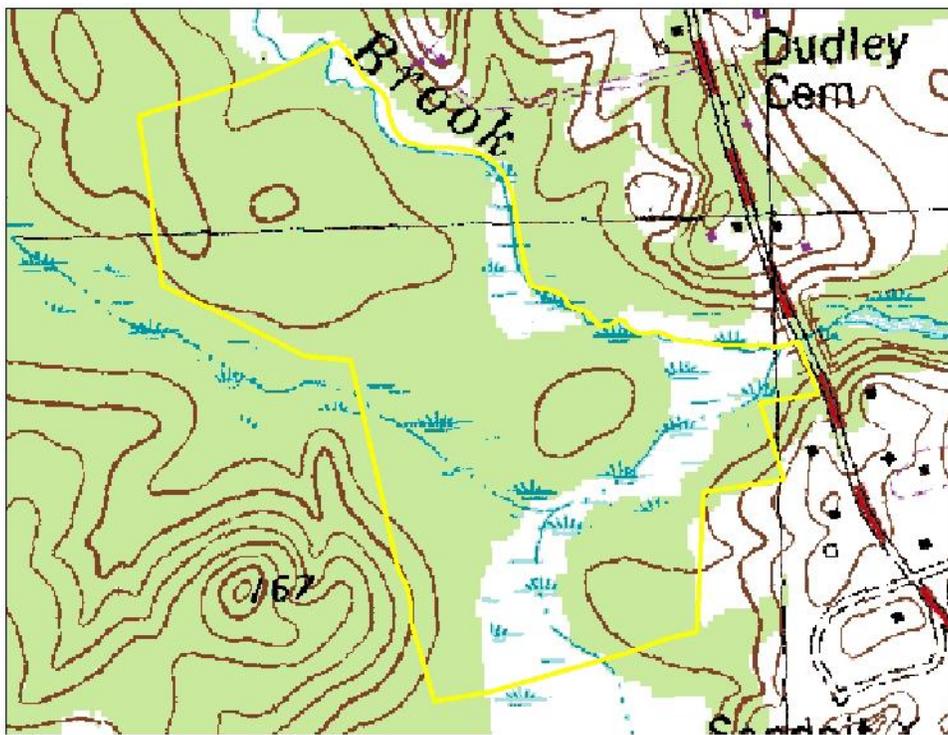
The property is surrounded by private lands and has no direct upland access (Figures 2 and 3). Dudley Brook forms most of the northeastern boundary, providing a means to freely access some of the wetlands and upland forest on the property. A small portion of the boundary has frontage along Pickpocket Road. The upland forest is a mixture of hardwoods and softwoods comprised of hemlock-hardwood-pine forest ecosystem. It was heavily logged in 2001. The topography is relatively flat. The uplands are surrounded by a marsh-shrub wetland complex.



**Figure 1** Locus map of three town-owned properties.



**Figure 2** Aerial photography (2010) of the Pickpocket Road property.



**Figure 3** USGS topographic map of the Pickpocket Road property.

## **Conservation Easement**

The Pickpocket Road property is owned by the Town and managed by the Conservation Commission. The Southeast Land Trust holds a conservation easement deed on the property. This deed has been recorded by and is on file at the Rockingham County Registry of Deeds. This deed delineates the purposes, use limitations, and reserved rights of the easement agreement, which were used in consideration of developing recommendations as outlined below. For the complete text of the Conservation Easement Deed see Appendix A.

### Conservation Purposes

- Retained forever as important forestland, field, wetland and wildlife habitat area
- Prevent any uses that impair or interfere with conservation values
- Protection and preservation of surface water quality
- Protection of ground water (transmissivity between 1000 & 2000 ft/day) and possible town water source
- Conservation of productive forestland for long-term economically valuable timber products
- Preservation for non-commercial passive outdoor recreation by public

### Use Limitations

- Maintained as open space without industrial or commercial activities except forestry (as defined in section A of use limitation in the document)
- No subdivision
- No structure erection or building except for agriculture, forestry, conservation, or non-commercial outdoor recreation
- No removal, filling or other disturbances of soil, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed except in accordance with the deed
- No outdoor advertizing structures
- No mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil, or similar materials shall be allowed except in accordance with the deed

- No dumping, injection, burying or burning of man-made materials or materials then known to be environmentally hazardous including vehicle bodies and parts
- Not used to satisfy density requirements for zoning or subdivisions
- No defacement, movement, removal, or alteration of stone walls or other monuments or markers serving as legal boundaries

### Reserved Rights

- To withdraw and export groundwater
- To install or place storage tanks for gaseous or liquid petroleum products used in conjunction with the withdrawal of groundwater
- To permit or prohibit public access to property
- To lease to a third party or authorize the management of a third party

### Ecological and Cultural Features

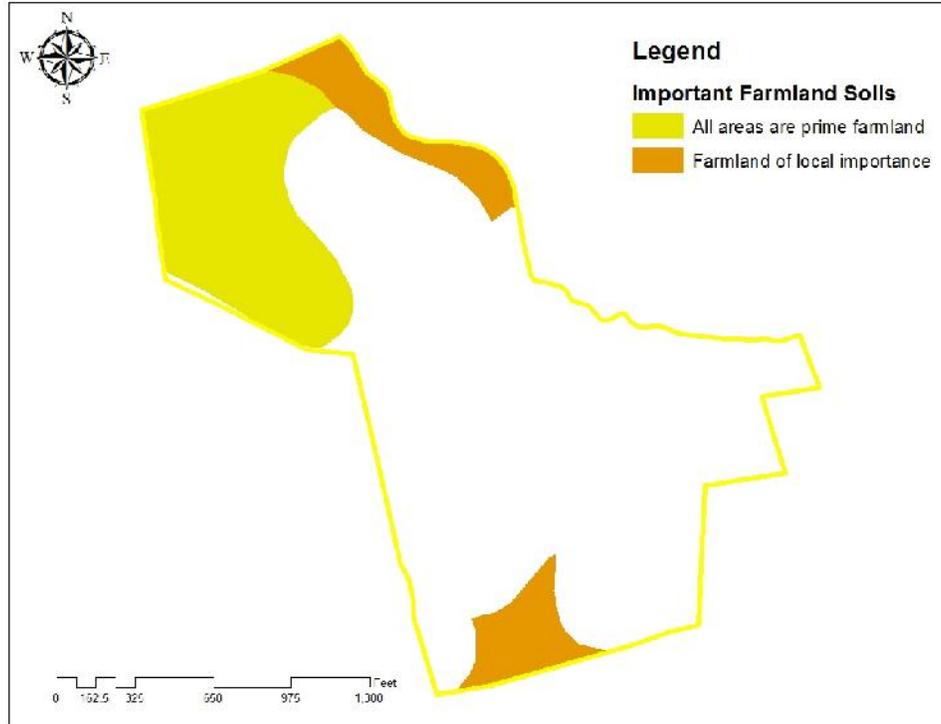
#### **Soil Resources**

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

In response to the Farmland Protection Policy Act of 1981<sup>1</sup>, agricultural soils were mapped by the NRCS. Based on a variety of physical and chemical properties (i.e., drainage, texture, hydric regime, pH, erodibility factor), these soils have been identified as being among the most productive lands for many types of farming practices. These include prime farmland soils, farmland soils of statewide significance, and farmland soils of local significance. Approximately 22 acres (27% of the property) have been identified as having productive farmland soils (Figure 4). Prime farmland soils represent 15 acres, while the remaining 7 acres are classified as farmland soils of local importance.

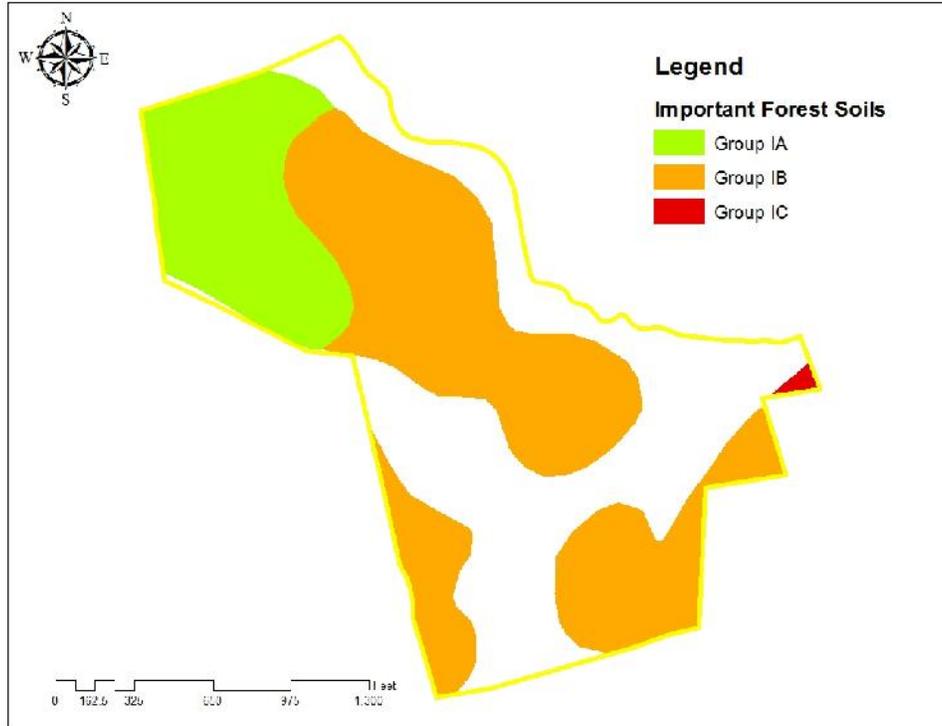
---

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



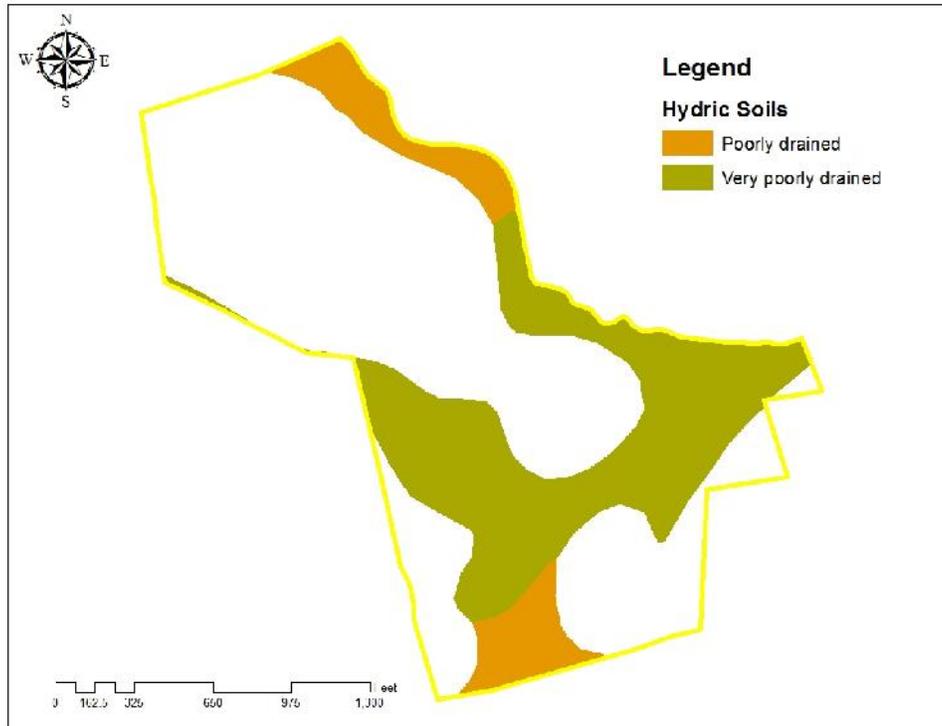
**Figure 4** Productive farmland soils.

The NRCS has mapped the distribution of important forest soils and has classified them according to their capacity to grow trees. These soils signify areas that provide the most productive lands for timber production. The NRCS has identified three soil groups within this category. Soil groups IA and IB represent productive soils for hardwoods, and soil group IC are productive for softwoods. Approximately 50.5 acres (62% of the property) have been identified as productive forest soils (Figure 5). The majority of this area represents soils that are productive for hardwoods. Only 0.3 acre was identified as being productive for softwoods.



**Figure 5** Productive forest soils.

Hydric soils represent areas most likely characterized as wetlands. These include poorly drained and very poorly drained soils identified by the NRCS. Poorly drained soils represent approximately 7.2 acres, while very poorly drained soils make up 23.1 acres (Figure 6). Together, they comprise nearly 40% of the property.



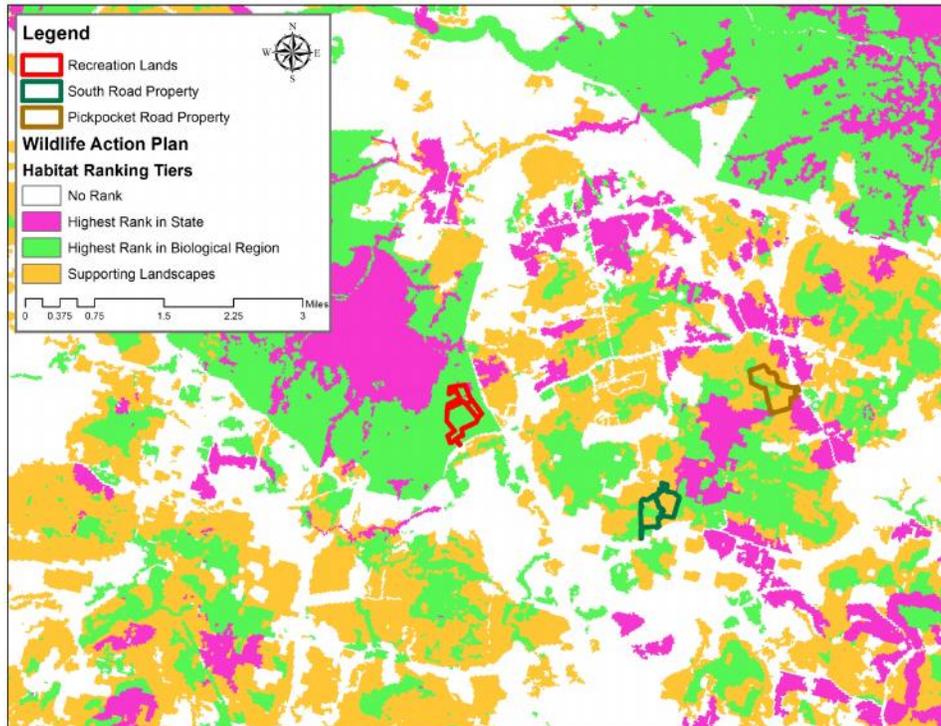
**Figure 6** Hydric soils.

### **Wildlife Habitats and Natural Communities**

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

Highest ranked wildlife habitats and wildlife habitat land cover data were produced as part of the WAP. Highest ranked habitats represent some of the most critical locations for the entire state, as well as for biological regions. Supporting landscapes were also identified, which

represent other areas of critical importance. The habitat ranking map in Figure 7 provides an opportunity to understand how the South Road property and its surrounding landscape have been ranked by the WAP.

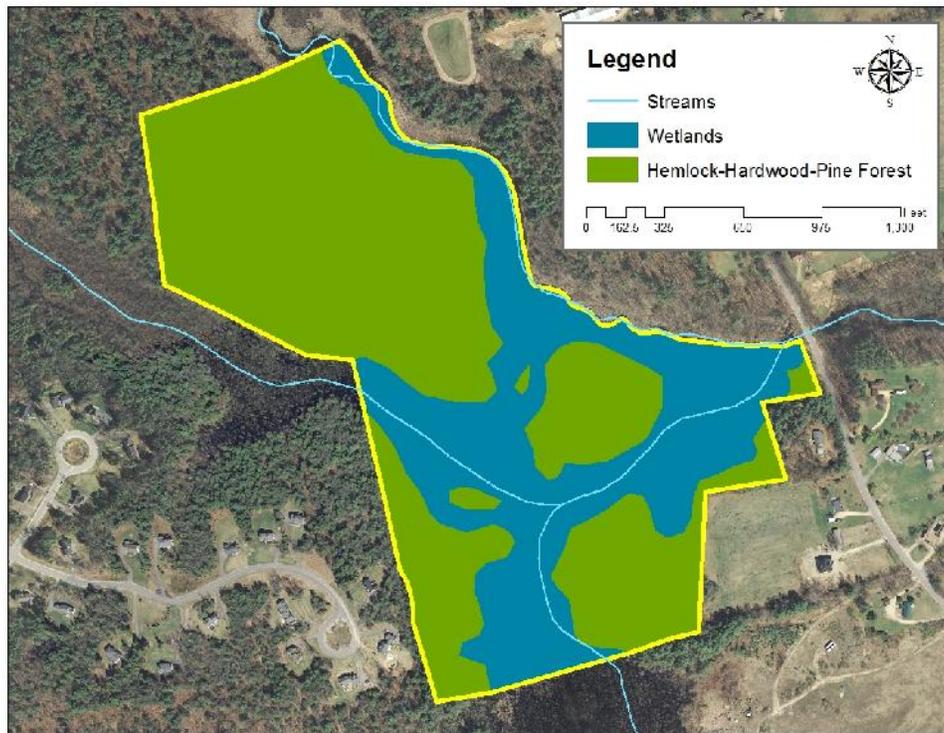


**Figure 7** WAP highest ranked habitats.

Wildlife habitats and basic natural communities were identified on the property (Figure 8). Wildlife habitat land cover classifications follow that of the WAP. Wildlife habitats included 36.5 acres of open and wooded wetlands, as well as 44.5 acres of upland mixed hardwood-softwood forested habitats.

The majority of the wetland complex is characterized as an emergent marsh-shrub swamp ecosystem (Figures 9 and 10). A substantial amount of open water and emergent marsh compliments this habitat. Shrub swamp habitat can be found adjacent to the upland forests. A seasonally-flooded red maple swamp comprises a small portion of the wetland complex along Dudley Brook. A great blue heron rookery was previously identified in 2011.

The uplands are characterized as hemlock-hardwood-pine forest ecosystem. These forest stands are mainly dominated by hemlock, red oak, and red maple. White pine, black birch, shagbark hickory, white oak, and American beech were also present. A large 3-3.5 foot white oak was observed (Figure 11). In addition, a large American beech (nearly 4 feet in diameter) was previously observed and was recognized by the NH Big Tree Program. The upland forest in the northern half of the property was heavily logged in 2001. The logging equipment during this timber harvest most likely entered the property from Middle Road. Although there is a deeded right-of-way to the property from Pickpocket Road, there is restricted access for commercial forestry due to the wetlands crossing that would be needed to access the main upland forest.



**Figure 8** Wildlife habitats.



**Figure 9** Emergent marsh with red maple swamp in the background.



**Figure 10** Shrub swamp dominated by highbush blueberry and winterberry.



**Figure 11** Large white oak.

### **Rare Elemental Occurrences**

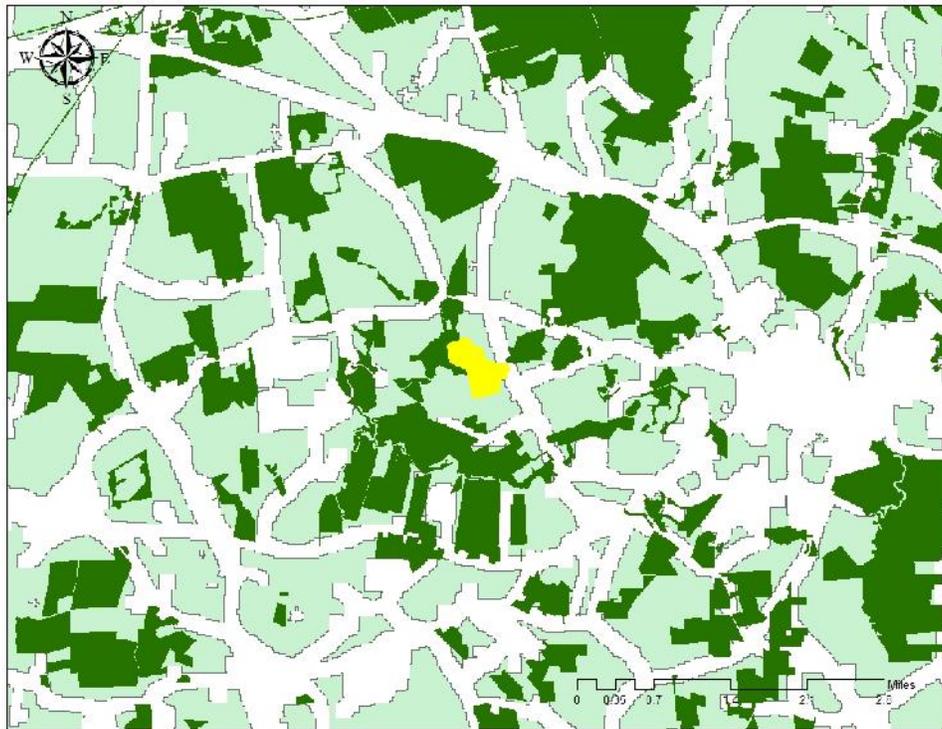
There were no rare plants, wildlife, or natural communities observed during the field assessments. In addition, the NH Natural Heritage Bureau does not have any rare elements documented on the property (Appendix B).

### **Invasive Plants**

It appears that there are low levels of invasive plants on the property. Oriental bittersweet, glossy buckthorn, multi-flora rose, and Japanese barberry were observed along forest edges and scattered within the interior of the upland forest associated with the 2001 logging event.

## Landscape Context

The property is part of a 2,015-acre unfragmented block of forests and wetlands (Figure 12). Approximately 960 acres of this block is conserved. The property is associated with a town-designated prime wetland and Dudley Brook, a fourth order stream. It is situated within the Exeter River watershed.



**Figure 12** Unfragmented landscape associated with the Pickpocket Road property (yellow polygon).

## Cultural Features

There is a right-of-way located on Pickpocket Road that leads to a submerged and overgrown gravel road located within the wetland in the southeast part of the property. Apparently, this used to be part of a trail system (Appendix C). However, the trail has not been maintained. Other cultural features include stonewalls and barbed wire used as part of its agricultural history.

## **Management Recommendations**

The primary goal of land management is for wildlife. Due to restricted access at this time managing for wildlife and ecosystem integrity is the best use for the property. The following provides recommendations for land management activities. As such, these are the main recommendations at this point. However, management plans should always be adapted as needed based on current objectives for land management, as these may be revised over time.

- Create one-acre patch cuts within the main upland forest in the northern part of the property adjacent to the wetland. This would enhance feeding habitat for beaver and nesting habitat for waterfowl. This type of management will need a permit based on RSA 227-J:9.
- Develop a management plan for the invasive plants. Currently, these plants are present in low density. The removal and future management of invasive plants can be accomplished through mechanical methods, such as hand pulling.
- Mark all property boundaries appropriately so adjacent landowners are aware of these boundaries, helping to eliminate any illegal activities associated with the conservation easement deed. Painted blazes and vinyl flagging are typically used for boundary marking and is more affordable than marking with metal signs.
- Revise the management plan every 5-10 years as needed to reflect management activities completed to-date and adapted to current management objectives as they may change.

## **Literature Resources**

Deely, Anne. 2011. Current Conditions Documentation Report. Neatline Associates, NH.

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

Southeast Land Trust. 2005. Interim Current Conditions Report.

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

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

## APPENDIX A

### Conservation Easement Deed

5.4.23

BK 4451 PG 0412

017334

2005 MAR 16 PM 3:24

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

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

**CONSERVATION EASEMENT DEED**

**THE TOWN OF BRENTWOOD**, a municipal corporation existing under the laws of New Hampshire, with an address of 1 Dalton Road, County of Rockingham, State of New Hampshire, 03833, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

**FOR CONSIDERATION PAID**, with **WARRANTY** covenants, grants in perpetuity to the

**ROCKINGHAM LAND TRUST**, a New Hampshire not-for-profit corporation, with an address of 8 Center Street, Exeter, County of Rockingham, State of New Hampshire, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land consisting of approximately 80 acres, situated on the westerly side **Pickpocket Road** in the Town of Brentwood, County of Rockingham, State of New Hampshire, being shown as all of the land on a plan entitled "Plat of Woodlot for Thomas V. & Lois Hudgens in Brentwood, N.H." dated February 1993, by Parker Survey Assoc. Inc. of Exeter & Seabrook, NH, recorded at the Rockingham County Registry of Deeds as Plan D-22084, less that land shown on a plan entitled, "Boundary Plan Tax Map 5, Block 4, Lot 23.1 as drawn for Lois A. Hudgens 210 Pickpocket Road, Brentwood, NH," dated December 2004 and recorded in the Rockingham County Registry of Deeds as Plan #D-32308, and more particularly bounded and described in **Appendix "A"** attached hereto and made a part hereof.

**BK 4451 PG 0413**

**WHEREAS**, the 2003 Town of Brentwood Town Meeting voted 298 to 64 to pass Article 1 and authorize the expenditure of up to \$2,000,000 “for the purpose of purchasing land or other property interests therein to protect the Town’s rural character and natural resources by conserving land;”

**WHEREAS**, the Brentwood Open Space Commission identified the Property as a priority for land conservation and recommended to the Board of Selectmen the acquisition of the Property by the Town of Brentwood in order to conserve the Property’s ground- and surface water resources, including Dudley Brook, and to provide a possible future public drinking water supply for the Town of Brentwood;

**WHEREAS**, at their November 9, 2004 meeting, the Brentwood Board of Selectmen voted to authorize the acquisition of the Hudgens property;

**WHEREAS**, on December 30, 2004, the Town of Brentwood acquired the Property from Thomas V. and Lois Hudgens, using funds from the Town’s 2003 bond;

**WHEREAS**, at their March 1, 2005 meeting, the Brentwood Board of Selectmen authorized the execution of a conservation easement on the Property with the Rockingham Land Trust in order to secure the long-term conservation of this Property;

**NOW THEREFORE** it is hereby understood and acknowledged:

1. PURPOSES

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

- A. The assurance that the Property will be retained forever as an important forestland, field, wetland, and wildlife habitat area; and
- B. The prevention of any uses of the Property that will significantly impair or interfere with the conservation values of the Property; and
- C. The preservation and protection of the water quality of surface waters on the Property, including the more than 2,500 feet of frontage on Dudley Brook; and
- D. The protection of the groundwater resources of the Property, portions of which have been identified by the New Hampshire Department of Environmental Services as having a groundwater transmissivity of between 1,000 and 2,000 square feet a day, and that may serve as source of a public water supply for the Town of Brentwood; and
- E. The conservation of the productive forestland of which the Property consists for responsible forest management that preserves the public benefits of the natural resources of the Property and protects the Property’s long-term capacity to produce economically valuable forestry products; and

BK 4451 P6 0414

- F. The preservation of the land of which the Property consists for non-commercial, passive outdoor recreation by the general public.

These purposes are consistent with the clearly delineated open space goals and objectives of the Town of Brentwood 1998 Master Plan, which states : "If the Town is to be assured of maintaining open land for conservation purposes, for farming and timbering, and eventually for park areas, policies must be set to manage the way in which such land is converted to industrial, commercial, and residential uses and to assure that a desirable portion of land now open remains so" (Page 62);

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

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

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

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

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except forestry as described below, and provided that the productive capacity of the Property to produce forest products shall not be degraded by on site activities.

- i. For the purposes hereof, "forestry" shall include the planting, growing and harvesting of forest trees for the production of forest products; those forest practices employed primarily to enhance or protect wildlife habitat; the construction of roads or other access ways for the purposes of removing forest products from the Property and for improving noncommercial recreation opportunities; and the processing and sale of products produced on the Property, such as Christmas trees and maple syrup.
- ii. Forestry shall be performed, to the extent reasonably practicable, in accordance with the following goals, and in a manner not detrimental to the purposes of the Easement as described in Section 1, above:
  - Maintenance of soil productivity
  - Protection of water quality, wetlands and riparian areas
  - Maintenance or enhancement of wildlife habitat
  - Maintenance or enhancement of the overall quality of forest products
  - Maintenance or enhancement of scenic quality
  - Protection of unique or fragile natural areas

**BK 4451 P6 0415**

- Protection of unique historic or cultural features
  - Conservation of native plant and animal species, and natural communities
- iii. Forestry on the Property shall be performed in accordance with a written forest management plan prepared by a forester licensed by the State of New Hampshire. Should such licensed professional not exist, the plan may be prepared by another similarly qualified person, said person to be approved in advance and in writing by the Grantee. The plan shall include a statement of landowner's objectives and specifically address the long-term protection of those values for which this Easement is granted, as described in Section 1, above. Said plan shall have been prepared not more than ten (10) years prior to the date that any harvesting is expected to commence, or shall have been reviewed and updated as required by said forester at least thirty (30) days prior to said date.
- iv. At least thirty (30) days prior to commercial harvesting activities, the Grantor shall submit a written certification to the Grantee, signed by a licensed professional forester or other similarly qualified person, said person to be approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. The Grantee may request the Grantor to submit the plan itself to the Grantee within ten (10) days of such request, but acknowledges that its purpose is to guide forestry activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
- v. Timber harvesting shall be conducted in accordance with said management plan and be prepared and supervised by a licensed professional forester or other similarly qualified person, said person to be approved in advance and in writing by the Grantee.
- vi. Forestry shall be carried out in accordance with all applicable local, state and federal laws and regulations, and, to the extent reasonably practicable, in accordance with the then-current, generally accepted best management practices for the sites, soils and terrain of the Property. (For references, see *Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire* (J.B. Cullen, 1996), *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (New Hampshire Forest Sustainability and Standards Work Team, 1997) or similar successor publications.)
- B. The Property shall not be subdivided and none of the individual tracts which together comprise the Property shall be conveyed separately from one another.
- C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, telecommunications and/or wireless communications facility, tower, or mobile home, shall be constructed, placed or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a permeable road, dam, fence, bridge, culvert, barn, maple sugar house, or shed

**BK 4451 P6 0416**

may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property and provided that they are not detrimental to the purposes of this Easement.

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

- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
- ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- iii. are not detrimental to the scenic, forestry, recreational and wildlife habitat protection purposes of this Easement; and

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

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

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

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

H. The Property 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.

I. There shall be no defacement, movement, removal, or alteration of any stone walls or other monuments or markers that serve as legal boundaries, as per New Hampshire RSA 472:6, or as the legal boundary of this Easement as described in Appendix A.

**BK 4451 P6 0417**

**3. RESERVED RIGHTS**

All uses of the Property not expressly prohibited herein and not inconsistent with the Purposes of this Easement are expressly reserved to the Grantor.

A. The Grantor, or its designee, reserves the right to withdraw and export groundwater from the Property, on a sustainable yield basis and only if used for a community water supply as defined by New Hampshire RSA 485:1-a, I, as may be amended from time to time by the New Hampshire Department of Environmental Services or successor agency. For the purposes hereof, permitted activities in conjunction with the provision of a community water supply shall be defined as the installation, maintenance, monitoring, and replacement of temporary wells for exploration and for testing purposes, water production wells, monitoring wells, drinking water treatment facilities, a water distribution system, pump stations, and ancillary improvements such as roads, signs, utilities, security facilities; and the extraction and exportation of groundwater from the Property, all for the purpose of serving public drinking water supply needs. Such withdrawal and/or removal shall have a minimal detrimental impact on the Purposes as described above.

Said withdrawal and removal activities may be conducted provided that the design of facilities and extraction rates are in accordance with a "Water Extraction Plan" which must be approved in advance of implementation and in writing by the New Hampshire Department of Environmental Services or successor agency, with copies of said plan and approvals submitted, at least ninety (90) days prior to implementation, to the Grantee. Further, the location and size of any structures and improvements, including treatment facilities, pump stations, roads, and utilities, shall be subject to review and approval by the Grantee. The Grantee shall consider the impacts of said structures and improvements on the Purposes of this Easement, as identified in Section 1 above, and approve, approve with conditions, or deny said structures and improvements within 45 (forty-five) days of receiving the Water Extraction Plan or proposed amendments. The Grantee's approval shall not be unreasonably withheld. Said Water Extraction Plan may be amended from time to time provided any such amendments are approved in writing by the New Hampshire Department of Environmental Services, with copies of any such amendments and approvals submitted to the Grantee. Said Water Extraction Plan shall include but not be limited to:

- a. Groundwater resource location, description, wellhead locations, wellhead protection zone, and wellhead protection area;
- b. Proposed sustainable yield pumping and recharge rates;
- c. Monitoring and reporting practices;
- d. Facilities design, location and construction impacts;
- e. Well-capping procedures;
- f. Anticipated changes in groundwater tables and surface water levels and associated

**BK 4451 P6.0418**

wetlands and in-stream flows on and off the Property as a result of drinking water withdrawals;

- g. Potential impacts on the associated biological communities, especially Dudley Brook; and
- h. Provisions to minimize disturbance to the conservation values of the Property during and after installation and operation of the water supply facilities, including the impact on the Purposes of this Easement, as identified in Section 1 above.

The Grantor shall submit to the Grantee a copy of the Water Extraction Plan and approvals. This provision is an exception to Sections 2.A., C., D., and F., but is subject to all other sections herein.

B. The Grantor reserves the right to install, or place above-ground tanks, with adequate spill containment, for the storage of gaseous or liquid petroleum products if said tanks are in active use in conjunction with on-site activities permitted in Section 3.A. hereof, and approved by the New Hampshire Department of Environmental Services. This provision is an exception to Sections 2.A., C., D., and F., but is subject to all other sections herein.

C. The Grantor reserves the right to permit or prohibit public access to the Property and to post against such public access.

D. The Grantor reserves the right to lease to a third party or authorize the management of the Property by a third party (collectively referred to as the "Agreement"). Said Agreement shall be neutral to or strengthen the Purposes of this Easement and all activities undertaken under such an Agreement shall be consistent with and subject to this Easement. The Grantor agrees to and acknowledges that any violation of this Easement caused by activities undertaken through said Agreement shall be considered a violation of this Easement by the Grantor and shall be subject to Section 6 below. A copy of said Agreement and any amendments shall be submitted to the Grantee within 10 days of execution.

#### 4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

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

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

#### 5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of

**BK 4451 PG 0419**

either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

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

C. The Grantee shall have the right to place signs on the Property boundaries for the purpose of identifying it as conservation easement land protected by the Grantee.

6. BREACH OF EASEMENT

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

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

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

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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

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

BK 4451 PG 0420

7. NOTICES

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

8. SEVERABILITY

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

9. CONDEMNATION

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

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

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein. In all cases of condemnation, the Grantee and the Town of Brentwood, or other qualified conservation organization as described in Section 5.A above, shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

10. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

BK 4451 P6 0421

11. ARBITRATION OF DISPUTES

- A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.
- B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.
- C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.
- D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

12. MERGER

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

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

This Property is not the homestead of the Grantor or any other person.

IN WITNESS WHEREOF, Grantor has hereunto set his hand(s) this 7<sup>th</sup> day of March, 2005.



Ed Berry  
Town of Brentwood, Selectman, Duly Authorized

Date: 3/7/05

BK 4451 PG 0422

Wayne St Hilaire  
Wayne St. Hilaire  
Town of Brentwood, Selectman, Duly Authorized  
Date: 3/7/05

David F Menter  
David Menter  
Town of Brentwood, Selectman, Duly Authorized  
Date: 3/7/05

William Fennelly  
William Fennelly  
Town of Brentwood, Selectman, Duly Authorized  
Date: 3/7/05

Robert Gilbert  
Robert Gilbert  
Town of Brentwood, Selectman, Duly Authorized  
Date: 3-7-05

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this 7 day of March, 2005, before me personally  
appeared Wayne St. Hilaire, David Menter, William Fennelly,  
Robert Gilbert, and Ed Berry known to me, or satisfactory proven to be the  
person whose name is subscribed to the foregoing instrument, and acknowledged that they each  
executed the same as their free act and deed for the purposes therein contained.

Phyllis Thompson  
Type or print name: Phyllis Thompson  
Notary Public/Justice of the Peace  
My Commission Expires: 6/2/2009



BK 4451 PG 0423

ACCEPTED: ROCKINGHAM LAND TRUST

By: Joanna Pellerin

Title: President - Board  
Duly Authorized

Date: 3/10/05

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this 10<sup>th</sup> day of March, 2005, before me personally appeared Joanna Pellerin, President of the Rockingham Land Trust, 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 as her free act and deed for the purposes therein contained.

Janet M. Wiggins  
Type or print name: Janet M. Wiggins  
~~Notary Public~~ Justice of the Peace  
My Commission Expires: 03-05-08

BK 4451 PG 0424

## Appendix "A"

A certain parcel of land located on the westerly side of Pickpocket Road in the Town of Brentwood, County of Rockingham, State of New Hampshire, being shown as all of the land on a plan entitled, "Plat of Woodlot for Thomas V. & Lois Hudgens in Brentwood, NH," dated February 1993 and recorded in the Rockingham County Registry of Deeds as Plan # D-22084, less that land shown on a plan entitled, "Boundary Plan Tax Map 5, Block 4, Lot 23.1 as drawn for Lois A. Hudgens 210 Pickpocket Road, Brentwood, NH," dated December 2004 and recorded in the Rockingham County Registry of Deeds as Plan #D-32308, being more particularly bounded and described as follows:

Beginning at the northeasterly corner thereof at the intersection of the centerline of Dudley Brook and Pickpocket Road, thence turning and running along Pickpocket Road, South 05° 13' 27" East 244.41 feet, more or less, to a granite bound at Tax Map 5, Block 4, Lot 23.1 (it is intended that said rebar establish the line between the Easement Area herein described and said Tax Map 5, Block 4, Lot 23.1, no matter how many feet said pin is located as measured from the centerline of Dudley Brook); thence turning and running along said Tax Map 5, Block 4, Lot 23.1, North 84° 13' 09" West 251.95 feet to a point; thence turning and running along said Tax Map 5, Block 4, Lot 23.1, **South 01° 58' 22" East \* 55 feet to a granite bound**; thence continuing on the same course, a distance of 276.53 feet to a granite bound at land now or formerly of Herman L. Winch and Marie Winch; thence turning and running along land of said Winch, North 83° 29' 23" West 180.98 feet to a rebar; thence continuing on the same course a distance of 153.80 feet to an iron pin; thence turning and running South 18° 21' 48" West 579.37 feet to an iron pin at the remains of a fence and land now or formerly of B&B Leasing Company, Inc.; thence turning and running along land of said Leasing Company and the remains of a fence and ditch, on the following eight courses and distances:

South 87° 04' 48" West 85.19 feet to an iron pin in a stonewall; thence  
 South 87° 20' 57" West 40.92 feet to a drill hole in said stonewall; thence  
 South 87° 05' 35" West 156.05 feet to a drill hole; thence  
 North 89° 41' 43" West 287.64 feet to a tack in a fence post; thence  
 North 89° 11' 17" West 300.52 feet to a point; thence  
 North 89° 06' 49" West 70.87 feet to a drill hole in said stonewall; thence  
 South 87° 26' 37" West 69.44 feet to a drill hole in said stonewall; thence  
 North 85° 19' 50" West 119.07 feet to a point at land now or formerly of Bouchard;

thence turning and running along land of said Bouchard and a wire fence, on the following four courses and distances:

North 02° 07' 30" West 91.77 feet to a point; thence  
 North 00° 25' 33" West 175.73 feet to a sixteen inch maple; thence  
 North 06° 56' 46" East 204.18 feet to an eight inch hemlock with barbed wire; thence  
 North 05° 47' 17" West 149.06 feet to a tack set in a three inch hemlock stump; thence

continuing along land of said Bouchard and land believed to be now or formerly of Lyford, on the following twelve courses and distances:

North 02° 50' 49" East 457.76 feet to a ten inch white birch with barbed wire; thence  
 North 00° 29' 59" East 391.12 feet to a nail set in a ten inch hickory; thence  
 North 70° 39' 43" West 189.85 feet to a fence post with barbed wire; thence  
 North 47° 02' 39" West 406.51 feet along a wire fence to a six inch white oak stump with

barbed wire; thence

BK 4451 PG 0425

North 51° 49' 24" West 236.69 feet to the end of a stonewall; thence  
North 06° 02' 37" East 69.04 feet along a stonewall to a point; thence  
North 09° 04' 04" East 215.91 feet along said stonewall to a point; thence  
North 11° 13' 01" East 102.03 feet to a point at the end of said stonewall; thence  
North 08° 09' 31" East 296.45 feet along a wire fence to an iron pin set in a stone; thence  
North 86° 48' 20" East 242.64 feet along a wire fence to an iron pin in a stone; thence  
North 86° 26' 05" East 279.42 feet to a corner of stonewalls; thence  
North 80° 29' 25" East 226.51 feet to a point; thence continuing on the same course, a  
distance of 110 feet, more or less, to the centerline of Dudley Brook; thence turning and running  
along the centerline of Dudley Brook in a southeasterly direction, approximately 2700 feet,  
which course is approximated by two tie lines, the first running South 41° 05' 17" East \* 697.28  
feet more or less to a point at the end of a stonewall, and the second running South 46° 52' 41"  
East 1629.07 feet to the point of beginning. Said easement area containing 80 acres more or  
less.

Together with a right of way over the woods road as shown on said Plan for purposes of  
pedestrian and vehicular access.

Meaning and intending to be the same premises described in the following deeds:

- (1) Deed from Walter A. Stone to Lois Hudgens dated August 8, 1969, and recorded  
in the Rockingham County Registry of Deeds at Book 2336, Page 1346;
- (2) Deed from John H. Dudley to Lois A. Hudgens dated January 26, 1959, and  
recorded in the Rockingham County Registry of Deeds at Book 2336, Page 1345;
- (3) Deed from Arthur A. Dudley to Thomas V. Hudgens and Lois A. Hudgens dated  
March 29, 1993, and recorded in the Rockingham County Registry of Deeds at Book 2974, Page  
1655.
- (4) Deed from Thomas V. Hudgens and Lois A. Hudgens to the Town of Brentwood  
dated December 29, 2004 and recorded in the Rockingham County Registry of Deeds at Book  
4418, Page 1589; as amended by Corrective Warranty Deed recorded in said Registry of Deeds  
at Book 4432, Page 1745.

**\* DUE TO A SCRIVENOR'S ERROR, THESE COURSES WERE INCORRECT IN  
THE AFOREMENTIONED DEEDS RECORDED IN SAID REGISTRY AT BOOK 4418,  
PAGE 1589 AND BOOK 4432, PAGE 1745.**

## APPENDIX B

### NH Natural Heritage Report



## NEW HAMPSHIRE NATURAL HERITAGE BUREAU

DRED - DIVISION OF FORESTS & LANDS

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

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

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

**From:** Sara Cairns, NH Natural Heritage Bureau

**Date:** 4/8/2015

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

**NHB File ID:** 2116

**Town:** Brentwood

**Project type:** Landowner Request

**Location:** Pickpocket Rd (Tax Map 213.030.001)

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

NHB records on the property(s): **None**

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

	Last Reported	Listing Status		Conservation Rank	
		Federal	NH	Global	State
<b>Natural Community</b>					
Red maple floodplain forest	1998	--	--	--	S2
Swamp white oak basin swamp	1996	--	--	--	S1
<b>Plant species</b>					
water-plantain crowfoot ( <i>Ranunculus ambigens</i> )	1955	--	E	G4	S1
slender blue iris ( <i>Iris prismatica</i> )	1974	--	E	G4	S1
Vasey's Pondweed ( <i>Potamogeton vaseyi</i> )	1946	--	E	G4	S1

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

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

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

A negative result (no record in our database) does not mean that no rare species are present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

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

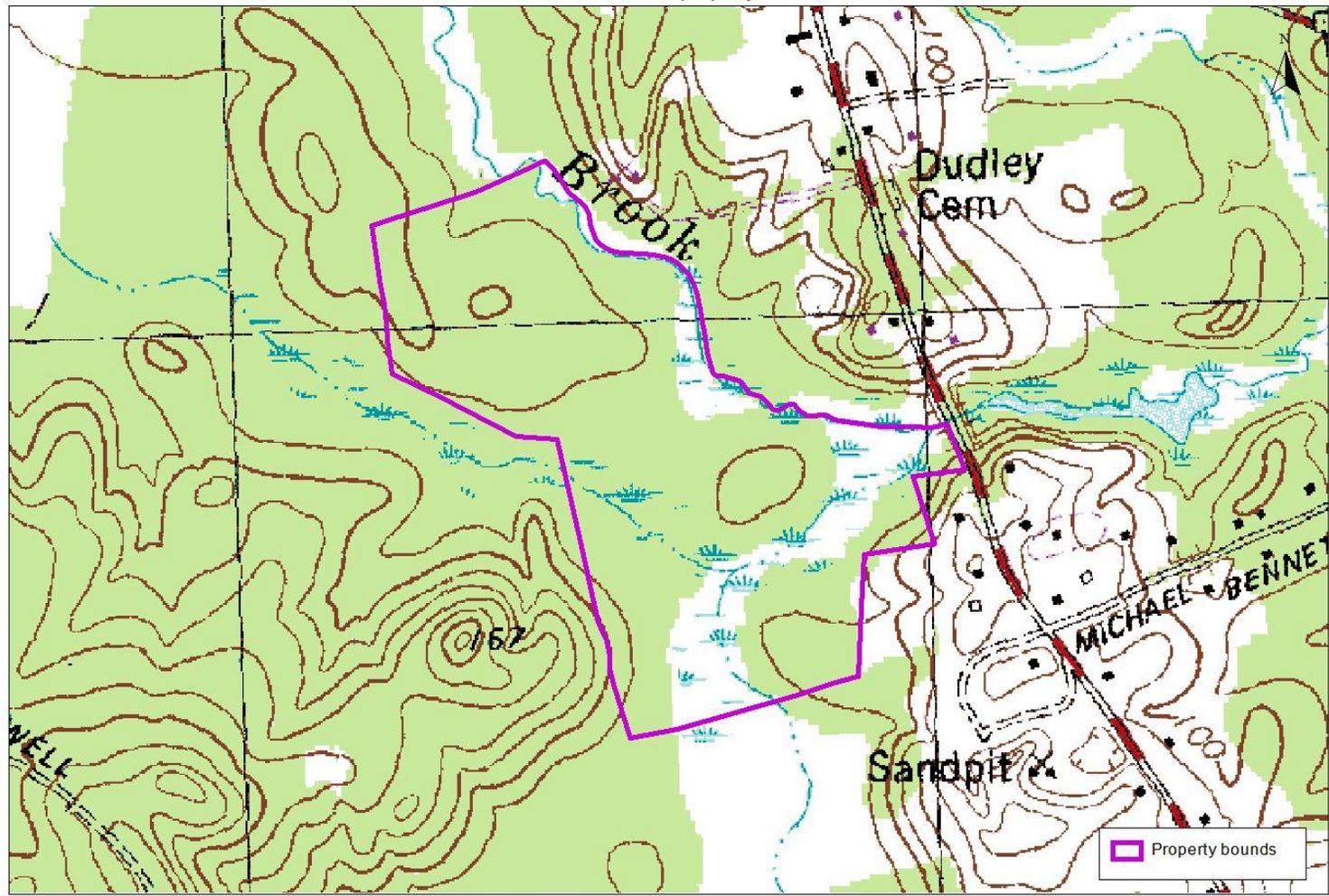
NHB: L2116



NH NATURAL HERITAGE BUREAU

### Known locations of rare species and exemplary natural communities

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



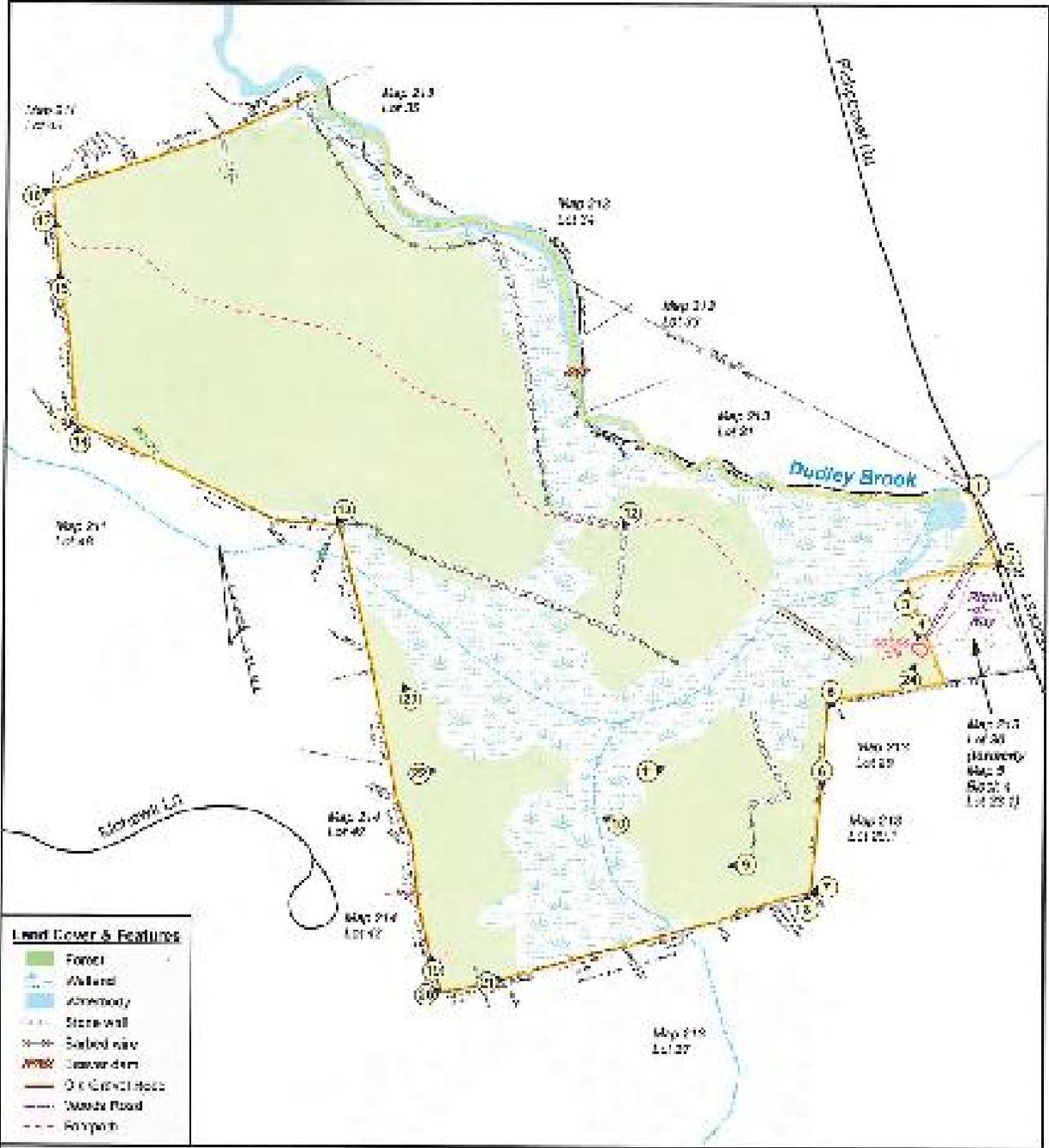
**Property: Town of Brentwood**



08 Apr 2015

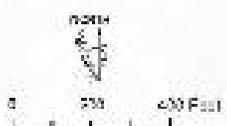
## APPENDIX C

### Trail Map



**Annotated Survey Plan Showing Land Cover & Photopoints  
Town of Brentwood (Hudgens) Conservation Easement  
Brentwood, NH**

- Easement boundary
- Road
- Photo Number & Orientation



Accuracy & validity of this map is dependent on the accuracy of the data provided by the surveyor. The survey was conducted on 10/12/2010. All measurements were taken using a total station. The map is not to be used for any other purpose. The map is not to be used for any other purpose. The map is not to be used for any other purpose.

Map prepared for  
Brentwood Land Trust, NH  
October 2010